

**SMALL CLAIMS COURT OF NOVA SCOTIA**

**Citation:** *Leyland v. Peck*, 2026 NSSM 8

**Date:** 20260314

**Docket:** 528103

**Registry:** Annapolis Royal

**Between:**

Andrew Roy Leyland

v.

Gregory Peck

**Adjudicator:** Sarah A. Shiels

**Heard:** December 4, 2025

**Decision:** March 14, 2026

**Counsel:** Gregory Peck, self-represented  
Mark Charles, for the Defendant

**By the Court:**

[1] The claimant, Andrew Roy Leyland, filed a claim against the defendant, Gregory Peck, on November 8, 2023 for the amount of \$15,778.85. Mr. Leyland alleged that Mr. Peck failed to fulfill his contractual obligations in performing a building inspection for the claimant and that the claimant suffered damages as a result. The claimant sought reimbursement for repair costs, loss of revenue, and the cost of the inspection.

[2] On December 13, 2023 the defendant, Gregory Peck, filed a defence denying the claimant's allegations. Mr. Peck asserted he was contracted to conduct a "visual only non-invasive inspection". He asserted that he warned the claimant multiple times that three apartments were non-liveable as they were under construction and the water was turned off. Mr. Peck counterclaimed for \$6,000.00 for damage to his reputation and loss of income as well as costs and any other fees that might be determined by the court.

**Procedural Summary**

[3] The initial pre-trial hearing for this matter was held on January 24, 2024. Both parties were present. The pre-trial hearing was adjourned to February 21, 2024 at 5:00PM.

[4] At the pre-trial hearing scheduled for February 21, 2024 counsel appeared on behalf of Mr. Peck but Mr. Leyland was not present. The matter was adjourned without day.

[5] Mr. Leyland subsequently delivered correspondence dated April 23, 2024 to the court on May 13, 2024 indicating that he had experienced difficulties communicating with Mr. Peck's counsel and would like to resolve the matter. He then filed a quick judgment application dated June 24, 2024. The Court reviewed the quick judgment application but in light of the fact that a defence and counterclaim had been filed the Court did not accept the claimant's statement that he had had no communication, either written or oral, with the defendant that the defendant intended to defend the action. Accordingly, the matter was scheduled for a new pre-trial appearance so that a hearing could be scheduled.

[6] A pre-trial hearing proceeded on August 21, 2024 and filing deadlines were scheduled with a hearing date set for October 10, 2024. The parties appeared on October 10, 2024. The matter was adjourned without day as the claimant and the

Court had not received all of the defendant's exhibits at the time of the hearing. A new date was scheduled for the defendant's materials to be filed with the Court and provided to Mr. Leyland.

[7] The hearing of the matter subsequently proceeded by Zoom videoconference on March 27, 2025 commencing at 9:30AM. The hearing did not conclude as of that date and parties were to advise the Court of their respective availability for the continuation of the hearing.

[8] The defendant advised of his availability for a further court appearance on April 30, 2025, but the Court did not hear from the claimant. As of May 21, 2025, the Court had not received a response from Mr. Leyland after multiple requests for dates. A telephone conference was accordingly scheduled for July 23, 2025 to set a date for the continuation of the hearing.

[9] The claimant attended on July 23, 2025 and requested that the final session of the matter be scheduled for December 2025 to accommodate a medical procedure. Accordingly, at the claimant's request, hearing dates were booked for December 4 and 5, 2025 from 9:30AM to 4:30PM.

[10] The claimant did not attend the videoconference hearing on December 4, 2025. A Small Claims Court officer, the defendant, the defendant's counsel, and the defendant's witness were all in attendance.

[11] The Small Claims Court officer informed the Court that the claimant had been notified of the hearing time via e-mail and that she had called and left a telephone message for him. There was no indication that the claimant was seeking an adjournment.

[12] Counsel for the defendant noted that numerous efforts had been made to accommodate the claimant's schedule and the matter had been rescheduled. In the absence of the claimant, the defendant consented to a dismissal of the primary claim and the Court proceeded to hear the defendant's counterclaim.

### **Evidence**

[13] The Court heard testimony from the defendant, Gregory Peck, and Rod Joseph. The defendant tendered an invoice issued by InspectR for a "Complaint Review Process Insurance Deductible". The amount of this invoice was \$3,000 plus HST. The invoice was dated June 14, 2023 and referred to a complaint dated February 20, 2023.

## **Analysis**

[14] To first address the non-appearance of Mr. Leyland and subsequent dismissal of his claim: the Court finds that the claimant agreed to the hearing date and time and that the dates were arranged to accommodate his schedule. He was also informed of the hearing date and time by Court staff. In the absence of any request to adjourn or reschedule in advance of the hearing, the Court determined it was appropriate and fair to proceed with the hearing and dismiss Mr. Leyland's claim with the defendant's consent.

[15] The Court considered the evidence tendered by the defendant in support of his counterclaim. While the Court found that both Mr. Peck and Mr. Joseph were credible witnesses, the Court was not satisfied there was an adequate evidentiary foundation to allow the expenses claimed. Moreover, it is not apparent that the claim for reimbursement of the insurance deductible is within the Court's jurisdiction.

[16] Mr. Peck believed that he lost business revenue due to reputational harm resulting from the ongoing lawsuit. He experienced a decreased volume of referrals after he was sued and one realtor told him that clients had "backed out" because of something they saw about him on the internet. None of the realtors identified by

Mr. Peck were called to testify, and it is not clear how much revenue may have been lost.

[17] Mr. Peck also testified that he had taken time away from work to deal with the lawsuit, and that it had cost him a lot of time. The Court accepts Mr. Peck's evidence in this respect; however, the Court will decline to award any compensation to Mr. Peck for his efforts to engage with this proceeding.

[18] Mr. Rod Joseph addressed the InspectR invoice. He testified that Mr. Peck paid \$3,000 as a flat rate deductible that he is required to pay if legal support is required. He did not anticipate there would be a serious impact on Mr. Peck's rates going forward.

[19] The Court accepts that Mr. Peck would not have paid the insurance deductible but for the complaint or claim initiated by Mr. Leyland. However, Mr. Peck has not satisfied the Court that the deductible is a recoverable expense. The *Small Claims Court Act* and Regulations prescribe that no agent or barrister fees of any kind shall be awarded to any party.

[20] Although the InspectR invoice predated Mr. Leyland's Small Claims filing, the purpose of the insurance deductible was to pay for legal support, as indicated by Mr. Joseph in his testimony. Moreover, it is not clear from the evidence that

there is any distinction between legal services provided in relation to the complaint mentioned in the InspectR invoice and the present claim. Accordingly, the Court will deny Mr. Peck's request for reimbursement of this expense.

**Conclusion**

[21] The claim and the counterclaim are hereby dismissed. No costs shall be awarded to either party.

Sarah A. Shiels, Small Claims Court Adjudicator