

Claim No: SCCH-460156

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Monk Commercial Holdings Inc. v. Advantage Movers & Junk Removal Inc.*, 2017 NSSM 13

BETWEEN:

MONK COMMERCIAL HOLDINGS INC.

Claimant

- and -

ADVANTAGE MOVERS & JUNK REMOVAL INC. and
BAHAEDIEN KARSOUA

Defendant

REASONS FOR DECISION

BEFORE

Eric K. Slone, Adjudicator

Hearing held at Halifax, Nova Scotia on April 11, 2017

Decision rendered on April 12, 2017

APPEARANCES

For the Claimant Dan Monk, owner

For the Defendants Bahaedien Karsoua

BY THE COURT:

[1] The Claimant seeks to recover the cost of cleaning up a commercial premises after the expiry of a 3-year lease.

[2] The Defendant company and the individual Defendant were jointly responsible under the lease.

[3] The premises had been used for the Defendants' business of moving and storage and junk removal. On the evidence, it made little or no effort to return the premises to a clean and empty condition, forcing the Claimant to undertake this job with his own employees. He produced a detailed invoice totalling \$5,578.22, which included 39 hours of labour at \$60.00 per hour, plus the direct cost of waste removal and environmental services.

[4] The photos placed into evidence show clearly that the mess left behind was significant.

[5] The Defendants' only defence was to the effect that the premises had been dirty when the lease began. A witness was called to testify that her company had been hired to do the cleaning in November 2013, at a cost of \$1,500.00 plus HST.

[6] The premises had been newly constructed, so the cleaning done at that time would have been construction debris and such.

[7] The Defendants did not issue a counterclaim. Nor, it appears, did they do anything to assert this claim in 2013 or any time thereafter, until raising it at the hearing before this Court.

[8] I am not willing to entertain this claim. There was no evidence to satisfy me that the Claimant, namely the Landlord, ought to have taken responsibility for this cleaning.

[9] One aspect of the Claimant's invoice concerns me. That is the charge of 39 hours of labour at \$60.00 per hour (plus HST). When one uses one's own forces to perform a job that could be hired out to someone else, the charge must be reasonable.

[10] I take notice of the fact that unskilled labourers do not typically cost that much, even under union contracts. I believe a more reasonable charge for this type of unskilled labour would be \$25.00 per hour. As such I am reducing the bill by \$35.00 plus HST for the 39 hours, which reduction totals \$1,569.75.

[11] In the result, the Claimant is entitled to \$4,008.47 plus costs of \$399.35, for a total of \$4,407.82.

Eric K. Slone, Adjudicator