IN THE SMALL CLAIMS COURT OF NOVA SCOTIA

Citation: *Balsom v. Spencer-Bellefontaine,* 2017 NSSM 29

Claim No: SCCH 453596/
SCCH 454382

BETWEEN:

Larissa Balsom

Claimant

v.

Edith Spencer-Bellefontaine and 3149251 Nova Scotia Limited

Defendants

BETWEEN:

3149251 Nova Scotia Limited

Claimant

v.

Larissa Balsom

Defendant

Editorial Notice: Addresses and phone numbers have been removed from the electronic version of this judgment

DECISION

Larissa Balsom appeared on her own behalf;

Lisanne Jacklin appeared for Edith Spencer-Bellefontaine and 3149251 Nova Scotia Limited;

Background

In January 2014, Larissa Balsom purchased a business known as "Pure Energy Hair & Body Spa" located at 1081 Cole Harbour Road from a company owned by Edith Spencer-Bellefontaine. The transaction actually involved several contracts executed by different parties, essentially Ms. Balsom in her personal capacity or one of two corporations owned respectively by either Ms. Balsom or Ms. Spencer-Bellefontaine. The key parts of this transaction are as follows:

- An Agreement of Purchase and Sale dated December 3, 2013 ("the Agreement of Purchase and Sale") was signed by Larissa Balsom and Pure Energy Hair & Body Spa Inc. There were several amendments to the agreement, each extending the due diligence date or closing date. The latest dates being January 17, 2014 for due diligence and a closing date of January 28, 2014. The transaction closed on January 30, 2014;

- A conveyance of the assets of Pure Energy Hair & Body Spa Inc. to 3278047 Nova Scotia Limited ("Balsom's Numbered Company") dated January 30, 2014;

- A Certificate of Name Change issued by the Registry of Joint Stock Companies on January 30, 2014 certifying that Pure Energy Hair & Body Spa Inc. has changed its name to 3149251 Nova Scotia Limited ("Spencer-Bellefontaine's Numbered Company");

- A Promissory Note signed by Balsom's Numbered Company as borrower, Ms. Balsom as guarantor and Spencer-Bellefontaine's Numbered Company as lender dated January 30, 2014. The terms of the note are a principal of $20,000 at 4% simple interest, payable in semi-annual installments of $2400 over 5 years until paid.

The Claims

There are two claims involved. The first of the two claims involves claims of breach of contract and misrepresentation in the purchase of the business. In that matter (SCCH 453596), Ms. Balsam is suing Ms. Bellefontaine in their respective personal capacities. Following the evidence, it is clear the transaction was not between Ms. Balsom and Ms. Spencer-Bellefontaine in her personal capacity, but rather, Ms. Balsom and originally, Pure Energy Hair & Body Spa Inc. and now Ms. Spencer-Bellefontaine's Numbered Company. By my own motion, I amend the Notice of Claim in that matter to add 3149251 Nova Scotia Limited as Defendant. The Claim against Edith Spencer-Bellefontaine in her personal capacity is dismissed without costs.

In the second claim, SCCH 454382, the Defendant, Spencer-Bellefontaine's Numbered Company, alleges default in payment of the Promissory Note and demands payment from Ms. Balsom as guarantor.

Section 25 of the *Small Claims Court Act* states as follows:

"Where an adjudicator is satisfied that there are two or more claims before the adjudicator which would be best dealt with together, the adjudicator may in his discretion hear the claims at the same time."

The issues in both matters arise from the same set of facts and there is a logical nexus between them. I find these claims would be best dealt with together. I order the matters joined.

Issues

- Is Spencer-Bellefontaine's Numbered Company liable in breach of contract or misrepresentation to Ms. Balsom?

- Is Larissa Balsom liable under the guarantee of the Promissory Note to Spencer-Bellefontaine's Numbered Company?

The Evidence

Larissa Dale Balsom testified that she purchased the business known as "Pure Energy & Body Spa" from Edith Spencer-Bellefontaine through Spencer-Bellefontaine's Numbered Company, "Pure Energy Hair & Body Spa Inc.". A copy of the Agreement of Purchase and Sale was tendered into evidence. The document is dated December 3, 2013 and signed by Ms. Balsom and Ms. Spencer-Bellefontaine. The purchase price was $109,000 plus an adjustment for inventory of $9438.82 for a total purchase of $118,438.82. Ms. Balsom made a deposit of $2000. A vendor take back loan was also made between Spencer-Bellefontaine's Numbered Company and Ms. Balsom. The balance owing on closing date was $26,438.82. The purchase was concluded on January 30, 2014. According to Ms. Balsom, the purchase included leaseholds and goodwill. In her opinion, goodwill is the most important part of the business in the spa industry as it reflects on the clients, the employees and the reputation of the business.

In Ms. Balsom's words, she purchased a "small wounded dove". She believes she overpaid for the business. The products in inventory had expired. The computer software was also expired. She believes her staff was not trained on some of the services, and thus, those services could not be booked. She tendered into evidence the statement of sale prepared by her solicitors confirming the adjustments on closing.

Ms. Balsom stated that at the time she opened the spa, she was excited as she was passionate about the industry. During the first few months of the business, Ms. Balsom discovered that the loyalty program for spa customers had accrued redemption credits for many spa customers, which totalled $33,091.15. These redemption credits were not disclosed in the financial statements. Her intent was to continue to honour the program. Gradually, she made changes to the points redemption program. She provided notice to the customers a change would take place in six months. In fact, she gave her customers a year in which to make the redemptions. It is Ms. Balsom's evidence that this caused disgruntled clientele.

As a result of the difficulties, Ms. Balsom and Ms. Spencer-Bellefontaine exchanged letters between their legal counsel dealing primarily with the issue of "customer dollars" and redemptions. Ms. Balsom alleged she would lose $33,091.15. In her claim, she alleges a loss of $13,269.27 as a result of the Vendor's failure to disclose. There is also an issue concerning training for certain Aveda products. It was clear that she had purchased a computer whose software and service had expired. She estimates that she had approximately $5000 of suitable professional products on hand rather than expired product. She has submitted in evidence a breakdown of her losses.

In evidence, she provided the structure of the reward program. Every customer received a dollar for every $20 spent on product or services at the spa. In order to redeem dollars, it was required that they spend at least $50 in the preceding calendar year. If they have not done so, then their balance is removed and reset to zero. They are unable to redeem the points after that point. The final page of the list is tendered into evidence. The balances on the page for those customers whose names begin with W-Z show a range of balances from $0 to $87.26. The total value showing is $33,091.15. In the breakdown of her losses, she estimates $13,269.27 were redeemed, namely $11,859.11 to January 16, 2015 and a further $1410.16 thereafter until the program was altered.

Ms. Balsom estimates that she had approximately $5000 on hand of expired makeup products. She found she was unable to use the computer and software for booking appointments and dealing with customer accounts. She was advised by its service provider that the software was no longer being maintained. Accordingly, she provided two estimates for a two-year support and upgrade contract of the Milano V8 Spa software. She was advised by George Abboud, who provides technical support to her business, that her previous system was an amalgam of several computer parts. As a result, she purchased a more complete system and had new software installed shortly after she bought the business. Ms. Jacklin objected to the admission of a letter from Mr. Abboud. I allowed its admission but place place little weight on his opinion as he was not in court to testify. I am prepared to take from his evidence and that of Ms. Balsom that the computer system and software had been replaced. If she were required to do so, its impact on the terms of the Agreement of Purchase and Sale must still be proven in evidence.

Under cross-examination by Ms. Jacklin, Ms. Balsom confirmed that the transaction was an asset sale only, and the Vendor was Pure Energy Hair and Body Spa Inc. She acknowledged making a deposit of $2000. When asked if she researched the company on its website, she indicated she was not sure that she did so. She had not seen any reference to the points program in any of the documentation accompanying the transaction. She indicated that there was a discussion about a small rewards program prior to signing the documents. In Ms. Balsom's opinion, the program was not fully disclosed and therefore, it did not form part of the negotiations. There were no further inquiries from her with respect to it when it did not appear in the financial records.

She acknowledged the written portions of the agreement which dealt with gift certificates. It did not make reference to the rewards program. She acknowledged that she could have changed the rewards program before January 2015, but she did not do so in order to save goodwill. She acknowledged receiving verbal indication of the program both in evidence and in an e-mail submitted as Exhibit 5 between her and Andrew Spencer.

Ms. Balsom indicated that she was given the opportunity to attend the business and she did a walk-through on two or three occasions. She inspected the assets and the equipment. She did a final walk-through with Andrew Spencer prior to closing. They looked at the business assets and inventory and not the cosmetics. They took off some of the makeup that was not selling and returned it to Aveda. They also dealt with Maritime Beauty and returned some of their product as well. There was no personal or professional makeup provided free. After the closing, there was correspondence through e-mails between Ms. Balsom and Ms. Spencer-Bellefontaine but they never did meet in person again. They hired a manager after January 13 to make changes to the company website. They purchased a computer and software through George Abboud, who also attend to other technology issues she experienced.

In the sale of the business approximately $60,000 was allocated to assets and $40,000 to goodwill. She did not draw a salary from her business. She confirmed that her business grew and was successful. She recently sold the business for a profit. There was no loss of business and no evidence of e-mails from disgruntled customers. There was in evidence an e-mail which described the adjustment to the program but the writer did not express any discontent.

In redirect evidence, Ms. Balsom testified that she needed to borrow from Business Development Canada to purchase a laser machine and to cover ongoing debt. She testified that rather than a personal guarantee, she took out a promissory note with the vendor. She acknowledged having brief discussions with respect to the loyalty program prior to the purchase. She does not recall the extent of it. There was no reference in the financial statement to the program, and therefore she did not believe it to be real debt. She had booked herself and her employees in Aveda training within the first year.

With respect to the expired makeup, she indicated she was not able to replenish her stock.

She confirmed that she has sold the business.

Edith Spencer-Bellefontaine is the president and director of the numbered company. She formerly owned Pure Energy Hair and Body Spa Inc. She confirmed the Agreement of Purchase and Sale referenced throughout this matter. The cost of the business was $109,000 plus inventory. She testified that she has received for payments on the promissory note. Payments were to be made in January and July of each year. Each payment was in the amount of $2000 principal plus $400 interest. There have been for payments made to date in the amount of $2400 each. She made a demand on Ms. Balsom in the summer of 2016. She acknowledged that Ms. Balsom had sold the business and was therefore demanding $12,400 plus interest. She confirmed

the various correspondence in her book of exhibits. With respect to the Agreement of Purchase and Sale, she believes the representations and warranties were accurate. Once Ms. Balsom had purchased the assets, she was of the view that they were working properly and up to date. The intent was for Ms. Balsom to fix any deficiencies at her expense after the sale, and she would have done so prior to the sale.

As part of their due diligence, Andrew and Ms. Balsom reviewed the inventory and placed a value on it of $9438.82. This included the relinquishment of the name of the company or at least the right of Ms. Balsom's company to use it. Andrew Spencer was the manager and he had stayed to help with the transition and introduce Larissa to the clients, suppliers and Maritime Beauty.

When asked if there was any debt attached the assets, Ms. Spencer-Bellefontaine said there was not. Further there were no liens or loans.

Ms. Spencer-Bellefontaine confirmed that the points program operated such that for every $20 paid one reward dollar would be issued. A customer could then use those reward dollars for future purchases. The terms of the program were stated on the website. It was possible for Ms. Balsom to make any changes to the program at her discretion after closing. She recalls a meeting with Ms. Balsom where she discussed how the program worked and she indicated it was a "good idea". She recalled being at the meeting along with Andrew, Larissa and Ms. Balsom's business broker, Brad Schnurr. The reward program was not included in the Agreement of Purchase and Sale because, in Ms. Spencer-Bellefontaine's opinion, there was really no place for it to be. She believed that Ms. Balsom did not need to continue the program. There was some built-in loyalty as a result of the program but the points themselves were not secured and were not considered an obligation to pay. They could have been phased out or redeemed.

She described the computer software as not needing to be updated because it worked perfectly on a day-to-day basis. She was advised of the issues with it and met with Andrew. They discussed some of the fixes that were necessary. There were other items that were discussed in this meeting that were addressed after the fact. She indicated that the rewards program was not part of any of the financial statements as they were prepared by her accountant. She acknowledged the conveyance of the assets to Balsom's Numbered Company (tab 12).

Ms. Spencer-Bellefontaine testified that the points program was mentioned on the website. After closing, Ms. Balsom had the right to modify the points program. She was given the clients names and balances and stated there was a system in place to remove the program.

She defers to her son on any questions of expired makeup.

Under cross-examination, Ms. Spencer-Bellefontaine acknowledged that while the July payments were paid late each year, the payments were overdue by less than a week. She provided consent for Ms. Balsom or her company to use the business name "Pure Energy Hair

and Spa". She acknowledged that it was her intent that Ms. Balsom carry-on business in the usual way without issue. She did not consider the loyalty program either income or a liability. Therefore, she did not disclose it.

Andrew Spencer of Dartmouth Nova Scotia is a hairstylist and former manager of the spa. He managed the business from 2006 to 2014, prior to its sale to Ms. Balsom. Pursuant to the Agreement of Purchase and Sale, Mr. Spencer remained in the employ of Ms. Balsom and managed the business up to January 2016 when the business was sold again. Prior to the sale to Ms. Balsom, he assisted his mother with a walk-through of the business. He described working with Ms. Balsom in valuing the inventory. The inventory did not include makeup as much of it had expired. It was also very difficult to sell make up so a nominal value was assigned. He stayed longer than the initial three months contemplated in the agreement. He described his working relationship with Larissa Balsom as very good.

Mr. Spencer confirmed the operations of the rewards program. He agreed that after a year, the points programs could no longer be redeemed. However, he stated that the system did not automatically delete reference to the customer. Rather they remained on record with their old. In other words it is his position that the total amount, $33,091.15, is higher than what was actually on the books. After a year, Ms. Balsom changed the eligibility to 50 reward points to receive one dollar. As a result the dollar amounts were drastically reduced.

In an effort to eliminate some of the inventory prior to the sale, the company put a 20% discount on all professional products before they were sold. The remainder were given to Ms. Balsom as part of the transaction.

Mr. Spencer disagreed that only 10% of the staff was trained on Aveda products. It is Mr. Spencer's evidence that 100% of them were trained although some of them needed an upgrade.

With respect to the expired makeup, he testified that there was some used makeup on the makeup unit that had to be removed. There were also tester units that could not be sold. Ms. Balsom felt that she could not use the makeup at all. Both Ms. Spencer-Bellefontaine and Mr. Spencer offered to return the makeup for her. Some of the makeup they could not return was seasonal makeup which has no return value. He indicated that there was no training for one type of eyelash extension application. They were offered training on tanning but not spray tanning.

He indicated that the computer was set on spontaneous reset so it would come on immediately to the login screen.

Mr. Spencer stated that while he was working for Ms. Balsom, the company did make money. She did not take a salary. In his evidence, Mr. Spencer implied that money spent on a car and trips for Ms. Balsom were of a personal nature. Frankly, I am not satisfied on the evidence that they were for anything but business purposes. He believes the computer software worked fine and they continued to pay the monthly fee for technical support and get the updates free. They

did not do that when his mother owned it because they had not used the computer sufficiently each month. They paid to have the computer system updated in 2013, but not replaced. He testified he designed the website and reserved the right to remove it.

Under cross-examination he testified that the points were not readily kept up to date and some of the sales were points that had been redeemed.

In rebuttal, Ms. Balsom testified that her manager Jillian was hired in June of 2014. She outsourced the computer work as she did not know the program. She testified that it would cost a lot for current and new employees to be updated on Aveda training as it would involve two months of weeklong training. She could not afford the time to take a week of training. She does not dispute the promissory note or its validity.

The Agreement of Purchase and Sale

Each party relies on various provisions of the Agreement of Purchase and Sale. Accordingly, I have set out the following relevant provisions:

Article 1 – Purchase Price

1.01 Subject to the terms and conditions hereof, and based on the warranties and representations herein, the Purchaser agrees to purchase all equipment, furniture, fixtures, leasehold improvements, goodwill and the use of the Business name, **"Pure Energy Hair & Body Spa"**, relating to the business (hereinafter referred to as the Sale Assets) and the Vendor agrees to sell, assign and transfer the Sale Assets to the Purchaser. The Vendor agrees to provide a complete list of the assets included in the sale within 5 days of acceptance of this agreement, and the Purchaser to approve this list by the due diligence date provided below.

1.02 The Purchaser agrees to pay and the Vendor agrees to sell the inventory located on the Premises on the closing date (the "Inventory"). An inventory count will be done the day before closing and be added to the purchase price and paid at closing (the cost price of the inventory to be no greater than $10,000). The Vendor agrees to execute an HST Joint Election Form....

3.01 (c) The Vendor shall provide to the Purchaser every reasonable opportunity to have access to and inspect the Sales Assets and to review the operation of the Business.

This agreement is subject to both the vendor and the purchaser being permitted to obtain satisfactory legal review and both parties legal counsel accepting the terms and conditions as outlined in his purchase and sale agreement within 5 days of acceptance of this agreement. If either party's legal counsel is not satisfied with the offer said purchase and sale agreement and is advised accordingly within 10 days of the signing of this document, then this agreement may be declared null and void, with a full refund of the deposit.

Article 7 Execution

(*Handwritten portion in italics*)

All written changes as initialed form part of this agreement.

This agreement may be executed in counterpart and exchanged by e-mail or facsimile copy.

For those gift certificates sold prior to closing date, purchaser to assume at 100% of their purchase price, up to a maximum of $10,000 as they are presented for redemption during six months after closing date. (Actual net cost is $6000 approximately). Vendor will reimburse purchaser the net cost of gift certificates redeemed which exceeds this $10,000 within one year.

The Law

The central issue in this matter is the interpretation of the contract. Reference is made to the Supreme Court of Canada case of *Eli Lilly v. Novapharm Ltd.*, [1998] 2 S.C.R. 129, where Justice Iacobucci stated the following for the majority of the Court:

"The contractual intent of the parties is to be determined by reference to the words they used in drafting the document, possibly read in light of the surrounding circumstances which were prevalent at the time. Evidence of one party's subjective intention has no independent place in this determination....

...Indeed, it is unnecessary to consider any extrinsic evidence at all when the document is clear and unambiguous on its face....
...However, to interpret a plainly worded document in accordance with the true contractual intent of the parties is not difficult, if it is presumed that the parties intended the legal consequences of their words."

There are several leadings cases on fraudulent and negligent misrepresentation. Each case requires there to have been a statement that was inaccurate or misleading. As noted below, the representation was the presence of a loyalty program, not its value or significance.

Findings

In reviewing the evidence, I have considered all of the documentary evidence before me as well as the evidence of each witness, even though it all was not specifically addressed in this decision. In general, I favour the evidence of Larissa Balsom over that of Edith Spencer-Bellefontaine. I found Ms. Balsom to have been more straightforward and her recollections more accurate and consistent with other evidence. Ms. Spencer-Bellefontaine was evasive and very selective in her memory. For example, in her meeting with Ms. Balsom, her son and Randy Schnurr, the business broker, she recalls discussing in detail the loyalty program. This discussion was not mentioned by either Ms. Balsom or Andrew Spencer in evidence. Their recollection was a more brief discussion between themselves. Furthermore, I prefer Ms. Balsom's recollection to that of Andrew Spencer as well. At all times, I found her to be honest and straightforward. Unfortunately, Ms. Balsom was not as careful or thorough as she ought to have been.

Promissory Note

This is the least contentious issue between the parties. The note was between Spencer-Bellefontaine's Numbered Company, Ms. Balsom's Numbered Company and Ms. Balsom in her personal capacity. I find four payments were made on the note, namely each of (or around) July 2, 2014; January 2 and July 2, 2015 and January 2, 2016. The parties agreed to payments of $2400 semi-annually. There have been no payments since January 2, 2016. The note is in default.

In its Notice of Claim, Spencer-Bellefontaine's Numbered Company seeks $12,400 plus interest and costs. However, in calculating the interest payable, the claim amount neglects to consider the actual deduction in the principal. As a consequence, subsequent payments of $2400 would have been applied to a reducing principal. For example, the first payment was due on July 2, 2014, 153 days after the execution of the note. Thus, the interest calculated at 4% simple interest would be $335.34. The principal after deducting $2400 would be $17,925.34. On January 2, 2015, the interest would have been $358.71. After payment of $2400, the principal would have been $15,884.05. On July 2, 2015, the principal balance remaining would have been $13,801.73 and on January 2, 2016, the principal balance was $11,677.76. The per diem rate on $11,677.76 is $1.28. I find there have been 451 days from the last payment to the date hereof. The interest owing is $577.28. I find the total balance owing under the Promissory Note is $12,255.04. I award costs of $199.35.

I find Larissa Balsom liable to the Defendant, 3149251 Nova Scotia Limited, for $12,454.39.

Larissa Balsom's Claim

In her binder of exhibits, Ms. Balsom's first tab sets out the items of damages for which she has based her claim. I have set out my findings below based on that summary:

Customer Dollars Debt

In reviewing the evidence, I note that both Ms. Balsom and Andrew Spencer testified that there was some discussion about the existence of a loyalty program. This is confirmed in their respective testimony. It is also referenced in their e-mail. I find as a fact that Ms. Balsom knew of the existence of the loyalty program prior to closing. She did not raise it during her negotiations, either because she did not think to or simply because she did not think it important enough to raise. Furthermore, this was an asset sale. Her comments concerning goodwill notwithstanding, she had the option to change or eliminate the program any time after closing. Neither she nor her company would have been liable to the customers for the liabilities imposed by Spencer-Bellefontaine's Numbered Company.

For her part, Edith Spencer-Bellefontaine's comment to the effect that there was no place to show the loyalty program in the Agreement Purchase and Sale or the financial statements is disingenuous. If she wished to mention it, she could have done so either in the documents or by some other means of disclosure. She knew about it and had full access to the amount of points each client had to their credit. She and Ms. Balsom negotiated how the gift certificates would be addressed. It would have been no more difficult to address redemption value of points and a limitation of liability as she did with the gift certificates.

In other words, Ms. Spencer-Bellefontaine knew about the loyalty program and the outstanding amount of customer dollars, but she did not say anything and had no intention to. Ms. Balsom knew about the program, but did not ask anything further. The provisions of the agreement make it clear that she could have asked to see that information any time prior to January 17, 2014, the Due Diligence Date. There is no evidence she was not given this opportunity. Therefore, based on the plain wording of the contract, I find there was no breach.

As for misrepresentation, while Ms. Spencer-Bellefontaine was hardly forthcoming, I find she did not misrepresent the state of the points program through her silence on the matter. I find the statement was simply that there was a loyalty program. In the face of a contract expecting due diligence, I do not agree that she fraudulently or negligently misrepresented the program. Ms. Balsom did not ask for anything further.

Had I found in Ms. Balsom's favour, I would have awarded the full amount used, $13,269.27.

I do not award anything under this heading.

Customer Dollars Goodwill Loss

Ms. Balsom claims $5000 as a result of the goodwill lost when she changed the format of the loyalty program. I am not satisfied on the evidence that there was any loss of goodwill. Even if the evidence supported a loss, there is no evidence in support of that amount. This claim is based on conjecture. I disallow this item.

Products

There is differing evidence as to whether there was expired product left on the shelf. Neither party provided me with any evidence of the actual products that were expired and their value. I do not accept the evidence of Mr. Spencer that the agreement did not contain products on the shelf. This is clearly referenced in the conveyance. Ms. Balsom's claims $2000. The conveyance shows a value of all products on the shelf of $4500. In other words, Ms. Balsam is asserting that over 44% of the products on the shelf are expired. I find she would have noticed that percentage during her due diligence inspection, particularly after meeting with Andrew Spencer to take inventory prior to the sale. I allow $500.

Computer System

There has been extensive and competing evidence on the value of the computer and software. I believe the computer worked at the time of the sale despite being an amalgam of various parts. It did not work well. I find it was an older model. This is another item that could have been discovered during the due diligence inspection. If I had found a breach, I would not have ordered an amount sufficient to replace the computer hardware. I would have attempted to determine its approximate fair market value which would been negligible. Alternatively, I would have been required to allow a very substantial betterment allowance.

The software needed upgrading but that would have required the continuation of a software licence. There is no reference to a computer software license in Agreement of Purchase and Sale or any of the schedules or conveyances. That is an expense Ms. Balsom would have had to bear from the date she acquired the business.

I disallow that claim.

Training Costs

I do not find the agreement contemplated that the employees were trained to a certain degree on Aveda products. This item is disallowed.

Loss of Services and Revenue/Loss of Customers and Goodwill

Ms. Balsam recently sold the business for a profit. There is no evidence to support either of these claims.

Redesigning Promotional Material and Graphic Design

I find this expense part of her ordinary course of business. This item is denied as well.

Damages

As noted above, I allow Ms. Balsom's claim of $500 for expired products. Her original claim was for $25,000. I award her costs of $100 for a total of $600.

This shall be set off against the amount awarded to Spencer-Bellefontaine's Numbered Company.

Summary

Having found in favour of 3149251 Nova Scotia Limited, for $12,454.39 and Larissa Balsom for $600, I order the awards set off against each other.

3149251 Nova Scotia Limited shall have judgment against Larissa Balsom as follows:

Amount awarded:	$12,454.39
Set-Off:	($ 600.00)
Total Judgment	**$11,854.39**

An order shall issue accordingly.

Dated at Halifax, NS,
on March 29, 2017;

_____

Gregg W. Knudsen, Adjudicator

Original: Court File
Copy: Claimant(s)
Copy: Defendant(s)