

Court File No.

Ontario
Superior Court of Justice
Toronto Small Claims Court

BETWEEN:

MR. JAMES BROWN

Plaintiff

-and-

PARKER RENOVATIONS INC.

Defendant

SCHEDULE A
TO THE PLAINTIFF'S CLAIM

Claims

1. The Plaintiff's claims against the Defendant are as follows:

- (a)** Actual damages in the amount of twenty-three thousand dollars (\$23,000.00) for not completing the job the Defendant was hired to do;
- (b)** Financial and Other Damages Incurred -Loss of rental income in the amount of eight thousand four hundred dollars (\$8,400.00) due to the work not being completed as promised, thereby rendering the unit non-livable for the tenant;
- (c)** Cost Of Legal Action - Full cost of Paralegal representation, plus all costs incurred for disbursements and applicable taxes;

- (d) Prejudgment interest from December 1, 2022, and post-judgment interest in accordance with the Court of Justice Act, R.S.O. 1990, c.C.42, as amended;
- (e) Any further relief that may arise during litigation that this honorable court finds just.

Parties

- 2.** The Plaintiff is a homeowner who wished to create some passive income for himself and his family by renting out his basement.
- 3.** The Defendant is a construction company owned by Mr. June Parker, which was hired to renovate the Plaintiff's basement.

Particulars

- 4.** In June 2022, the Plaintiff and the Defendant went into mutual agreement for basement renovation, the following was included:
 - a.** 2 bedrooms, 1.5-bathroom, 1 kitchen legal apartment with a separate side entrance;
 - b.** All labor and materials inclusive taxes in the total amount of forty-five thousand dollars (\$45,000.00);
 - c.** Time to complete the project was set for 6 months, giving the option for Plaintiff to rent out the unit as of December 1, 2022
 - d.** Contractor responsible to deliver the project in clean and ready to move in state. All garbage and debris to be removed.

5. June 1, 2022, plaintiff paid the defendant by check (check was cashed) twenty thousand dollars (\$20,000.00) as agreed upon; followed by another payment in cash, no receipt was provided for ten thousand dollars (\$10,000.00);

6. December 1, 2022, the project was ONLY 50% in completion and the defendant stopped showing up to work, or responding to Plaintiff's calls;

7. Between December 1 to January 1, 2023, Plaintiff attempted to locate and reach out to the Defendant with no success;

8. During this time, Plaintiff gathered 3 quotes from other construction companies to finish the work, which gave an average of twenty thousand dollars (\$20,000.00);

9. On January 2, 2023, the defendant requested fifteen thousand dollars (\$15,000.00) in order to complete the work, contradicting the contract agreed upon.

CAUSES OF ACTION

Breach of Contract - Actual Damages:

10. (a) By December 1, 2022, the project was only at 50% completion.

(b) The Defendant ceased work and stopped responding to the Plaintiff's calls.

(c) The Defendant demanded a final payment of \$15,000.00 on January 2, 2023, before completing the project, which was in contravention of the original agreement.

(d) The Plaintiff hired another contractor to complete the project at the cost of \$23,000.00 inclusive of taxes.

In the case of *Housen v. Nikolaisen*, [2002] 2 S.C.R. 235, 2002 SCC 33, the Supreme Court of Canada provided the standard for determining a breach and established that a breach occurs when one party fails to fulfill its obligations as stipulated in the contract, either entirely or partially.

Financial and Other Damages Incurred:

11. (a) Average cost obtained from three other contractors to finish the project was twenty thousand dollars \$20,000.00.

(b) Additional costs incurred by hiring another contractor to complete the project amounted to twenty-three thousand dollars \$23,000.00.

(c) Loss of rental income as the project completion was delayed until July 1, 2023, equating to six hundred dollars \$600.00 per bedroom per month for 8 months (from December 1, 2022, to June 30, 2023), totaling nine thousand and six hundred dollars \$8,400.00.

In *Hadley v. Baxendale* (1854), 9 Exch 341, the Court held that damages should be those that arise naturally from the breach or those which can reasonably be contemplated by both parties at the time of the contract.

Cost of Legal Action:

12. Plaintiff is seeking the cost of this legal action; a Paralegal representation, plus all costs incurred for disbursements and applicable taxes.

Post-judgment interest:

13. Pre- Judgment from December 1 to July 1, 2023 (If units were rented out) and post-judgment interest in accordance with the Court of Justice Act, R.S.O. 1990, c.C.42, as amended.

Any Further Relief:

14. In accordance with the court's inherent jurisdiction to provide equitable remedies, the Plaintiff respectfully requests that any further relief deemed just and necessary by this Honorable Court be granted as circumstances may require during the course of this litigation. This discretionary authority allows the Court to address any unforeseen developments or additional aspects of the case that may warrant specific remedies to achieve justice and fairness for the parties involved.

Pleadings and Reliance Section:

15. The plaintiff pleases and relies upon:

- (a) Court of Justice Act, R.S.O. 1990, c.C.42,
- (b) *Housen v. Nikolaisen*, [2002] 2 S.C.R. 235, 2002 SCC 33

(c) *Hadley v. Baxendale* (1854), 9 Exch 341

(d) As well as attached documents relied upon for this Plaintiff's Claim:

- Copy of the written contract between the Plaintiff and Defendant
- Proof of payments made by cheque to the Defendant
- Proof of cash withdrawal from a personal bank account and a witness to testify that the Plaintiff paid ten thousand dollars \$10,000.00 to the Defendant.
- Copy of mobile history phone calls from the cell phone provider to demonstrate the lack of response by the Defendant.
- Correspondence between the Plaintiff and Defendant, including the email dated December 2, 2022
- Photographs and written reports of the basement renovation's status as of December 1, 2022: Demonstrates that the project was only 50% completed.
- Quotations obtained from three other contractors
- Agreement and receipts for the new contractor hired
- Estimation of rental income and tenancy agreements

Jurisdiction:

16. This Honorable Court has jurisdiction to hear this matter based on the following:

1. The Plaintiff, James Brown, is a resident of Toronto, Ontario, and the property at issue, located at 123 Fake Street, Toronto, Ontario, is within the jurisdiction of this court.

2. The Defendant, Parker Renovations Inc., conducts business within Ontario, and the contractual agreement was executed within Toronto Ontario.

3. The material facts and breach of contract occurred within the jurisdiction of this court.