

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *CHC Construction Ltd. v. He*,
2026 BCSC 582

Date: 20260402
Docket: S249233
Registry: New Westminster

Between:

CHC Construction Ltd.

Plaintiff

And

Terry Zi Chen He

Defendant

Before: The Honourable Justice Giaschi

Reasons for Judgment

The Plaintiff, appearing by representative:

D. Wei

Counsel for the Defendant:

K. Jang

Place and Date of Trial:

New Westminster, B.C.
April 28-30, May 1,
September 24-25 and
November 10, 2025

Place and Date of Judgment:

New Westminster, B.C.
April 2, 2026

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Introduction

[1] This matter concerns a dispute over the renovation of a strata unit. The plaintiff, who was represented at trial by its director and officer, Dawei Wei, claims it contracted with the defendant, Terry Zi Chen He (“Mr. Chen”) to perform specified repairs and renovations to his condo at 1108-7500 Granville Street, Richmond, for a set price of \$25,000. It further claims that it was requested to do additional work for a price of approximately \$8,500.00. It alleges the defendant prevented it from completing all of the work contracted for. The plaintiff claims it is owed \$12,384 for the work it did and filed a builder’s lien against the defendant’s property, which is the reason this matter is being addressed in this court

[2] By way of a response and counterclaim, the defendant says the plaintiff breached the contract in that it: did not complete the work contracted for in the time required; demanded payment for work not agreed to or completed; and refused to complete the work agreed to. The defendant also says that the work the plaintiff did perform was not done in a good and workmanlike manner. The defendant counterclaims for the costs of correcting and completing the work the defendant had agreed to perform. The defendant also seeks cancellation of the builder’s lien registered against the property by the plaintiff.

[3] For the reasons that follow, I find that the plaintiff breached the contract with the defendant and is liable to the defendant for damages in the amount of \$9,384.37.

Credibility

[4] Before turning to the issues, I wish to briefly address the credibility and reliability of the only two witnesses who testified at the trial. Mr. Wei and Mr. Chen.

[5] Credibility and reliability are distinct but related concepts, although they are often considered together. Credibility concerns the honesty of a witness. Reliability concerns the ability of an honest witness to provide accurate information.

[6] The factors to be considered when assessing credibility were summarized in *Bradshaw v. Stenner*, 2010 BCSC 1398, at para. 186, aff’d 2012 BCCA 296, where

it was stated that the overriding consideration is whether the evidence is consistent with the probabilities affecting the case as a whole and shown to be in existence at the time:

[186] Credibility involves an assessment of the trustworthiness of a witness' testimony based upon the veracity or sincerity of a witness and the accuracy of the evidence that the witness provides (*Raymond v. Bosanquet (Township)* (1919), 1919 CanLII 11 (SCC), 59 S.C.R. 452, 50 D.L.R. 560 (S.C.C.)). The art of assessment involves examination of various factors such as the ability and opportunity to observe events, the firmness of his memory, the ability to resist the influence of interest to modify his recollection, whether the witness' evidence harmonizes with independent evidence that has been accepted, whether the witness changes his testimony during direct and cross-examination, whether the witness' testimony seems unreasonable, impossible, or unlikely, whether a witness has a motive to lie, and the demeanour of a witness generally (*Wallace v. Davis* (1926), 31 O.W.N. 202 (Ont.H.C.); *Faryna v. Chorny*, 1951 CanLII 252 (BC CA), [1952] 2 D.L.R. 354 (B.C.C.A.) [*Faryna*]; *R. v. S.(R.D.)*, 1997 CanLII 324 (SCC), [1997] 3 S.C.R. 484 at para. 128 (S.C.C.)). Ultimately, the validity of the evidence depends on whether the evidence is consistent with the probabilities affecting the case as a whole and shown to be in existence at the time (*Faryna* at para. 356).

[7] A trier of fact may believe all, part or none of a witness's evidence, and may attach different weight to different parts of a witness's evidence: *R. v. R.(D.)*, 1996 CanLII 207 (SCC), [1996] 2 S.C.R. 291 at para. 93).

[8] I say at the outset that I do not find Mr. Wei to be a credible or reliable witness. He was evasive and extremely argumentative during his cross-examination. He almost never answered questions in a direct and forthright manner. This behaviour continued despite him being warned on numerous occasions to answer the questions posed to him. Additionally, his testimony was, at times, inconsistent with the evidence of the WeChat messages exchanged between the parties, including on important points.

[9] In contrast, Mr. Chen generally answered questions clearly and concisely, although at times he exhibited frustration with Mr. Wei.

[10] Accordingly, where the evidence of Mr. Wei and Mr. Chen diverges, I generally prefer the evidence of Mr. Chen

Facts

The Contract

[11] The parties entered into a contract dated February 22, 2023, but which was signed by the plaintiff on February 24, 2023 (the “Contract”). The Contract was for a substantial renovation of the defendant’s strata unit at 1108-7500 Granville Street, Richmond. The Contract was not particularly well written as it was in point form. The terms included:

- a) The total price was \$25,000 plus GST;
- b) The project duration was to be 30 days, which the parties agree means 30 business days;
- c) The quality standard was “BC Building Code”; and
- d) Payments were to be made as follows,
 - i. \$5,000 plus GST “before signing the contract and entering the venue”,
 - ii. \$8,000 plus GST “after the demolition is completed and the garbage removed”,
 - iii. \$8,000 plus GST after completion of “water and electricity, partition walls, and bathroom tiles”, and
 - iv. \$4,000 plus GST after completion of painting and the floors.

[12] The Contract detailed 13 items that the defendant was to do, namely:

- a) Dismantling of hardened glue, cabinet, ceiling above cabinet, bathtub shower, sink, toilet, wall tiles, cabinet and partition walls, removal of part of bathroom wall and hall closet, bathroom and kitchen floor tiles;
- b) Ceiling popcorn trowelling;
- c) Re-sealing of the ceiling after removal of partition wall;

- d) Master bedroom closet door plugging;
- e) Master bedroom closet opening door;
- f) Whole house wall repair;
- g) Whole house painting;
- h) Stone plastic floor installation;
- i) New partition wall with door in bathroom;
- j) Bathroom tiles, shower, toilet, wash basin and washing machine and water installation;
- k) Electrician fee to install washing machine and dryer, including toilet, power outlets, full roof panel replacement, hide electrical wires, mirror lamp power supply and moving of light switches and thermostats;
- l) Electric floor heating for kitchen and bathroom; and
- m) Material transport \$100/time.

[13] The defendant did not commence the work under the Contract until March 12, 2023, when Mr. Wei and Mr. Chen met at the apartment and Mr. Wei was given the key. The reason for this delay in the commencement of the work is that the Strata Council needed to approve the work contemplated and, to obtain such approval, Mr. Chen had to submit proof that the plaintiff was insured. It was not until March 4, 2023, that Mr. Wei provided Mr. Chen with the proof of insurance. Mr. Chen then promptly obtained the necessary approval from the Strata Council on March 8, 2023.

[14] I find as a fact that the 30 business days contemplated in the Contract for the completion of the work commenced to run on March 12, 2023, the day Mr. Wei was given the key to the apartment. It follows that, pursuant to the terms of the Contract, the work was to be completed by April 21, 2023.

March 12 to April 24

[15] Between March 12, 2023 and mid-April, 2023, the scope of the work to be done under the Contract changed. The parties differ as to what changes or extras were agreed to. Mr. Wei, on behalf of the plaintiff, says that Mr. Chen agreed to changes or extras totalling approximately \$8,500 plus GST. Mr. Chen testified that he agreed to changes or extras totalling only \$5,700 plus GST. I will later address what changes or extras were agreed to. For the present, I observe that the parties never discussed or agreed to a change in the payment schedule or an extension of the 30 business days to complete the work.

[16] On April 14, 2023, the plaintiff provided Mr. Chen with a document entitled “Phase 1 Statement”. The document purports to claim that the total amount of the work then completed was \$22,660, including the various extras. The statement acknowledged that payments of \$10,000 had been made by Mr. Chen, leaving a balance of \$12,660. Mr. Chen advised Mr. Wei by WeChat message that he did not agree with all of the extras, requested he requote on some extras and further advised that he would only pay upon completion of the project.

[17] On April 22, 2023, the plaintiff delivered a document entitled “Completed Project Statement” which claimed that items, including extras, totalling \$21,800 had been completed. The statement acknowledged that \$15,000 had been paid and that \$6,880 plus tax remained owing. In a WeChat message, Mr. Wei requested that the balance owing be paid the following week. In a later message the same day, he advised that work would be suspended since Mr. Chen had failed to provide materials. Mr. Chen responded that he did not agree and requested a meeting at the apartment.

[18] I observe that the value of the work alleged to have been completed in the April 14, 2023 “Phase 1 Statement” (\$22,660) is inexplicably more than the value of the work alleged to have been completed in the April 22, 2023 “Completed Project Statement” (\$21,880). This is an example of an important inconsistency in the plaintiff’s documents and evidence.

[19] I further observe that the itemized work alleged to have been completed in the April 22 “Completed Project Statement” did not include all of the items the plaintiff was required to do pursuant to the Contract. In particular, installation of flooring, tiles, in-floor heating and baseboards were not included in the April 22 “Completed Project Statement” as these items had not been done by the plaintiff.

Termination/Repudiation of the Contract

[20] On April 24, 2023, Mr. Wei and Mr. Chen met at the apartment where they had an argument and the police were called and attended. The police ultimately told Mr. Wei to remove his belongings from the apartment and to return the apartment keys to Mr. Chen. What led to this is disputed.

[21] Mr. Wei testified that Mr. Chen was supposed to bring the balance owing in the April 22, 2023 “Completed Project Statement” to the meeting. He testified that Mr. Chen did not do so and instead asked for the apartment key. Mr. Wei testified that he refused to return the key, so Mr. Chen called the police.

[22] Mr. Chen testified that when he attended the apartment, he inspected the work the plaintiff had said was finished. He testified that he was not satisfied with the quality of the work that had been done and that all of the work contracted for had not been completed. He testified that he asked Mr. Wei to finish and correct the work before payment. He testified that Mr. Wei refused to do any further work unless he was paid. Mr. Chen testified that, as Mr. Wei refused to do any further work unless the amount he requested was paid, he asked Mr. Wei to return the apartment key. He further testified that Mr. Wei refused to return the key, so he called the police.

[23] I accept Mr. Chen’s more detailed version of what transpired on April 24, 2023. In particular, I accept that Mr. Wei was asked to complete the work and that he refused to do so unless he was paid the full amount he alleged was owing in the April 22, 2023, “Completed Project Statement”.

[24] I further accept Mr. Chen’s evidence that as of April 24, 2023, much of the work contracted for had not been completed and the work that had been done was

of poor quality. I have noted that as of April 24, 2023, the plaintiff had not installed flooring, tiles, in-floor heating or baseboards, all of which were included in the Contract. Concerning the quality of the work that had been done, Mr. Chen provided photographs of the state of the apartment as of April 24. The photographs corroborate his evidence that much of the work done by the plaintiff was of very poor quality. For example, although the plaintiff purported to have removed the glue from the concrete subfloor of the apartment and prepared the subfloor for the installation of flooring, it is clear from the photographs that not only was the glue not removed but the concrete subfloor had holes and depressions that were not repaired. Additionally, the Contract required that all of the walls in the apartment be repaired prior to painting. The photographs corroborate Mr. Chen's evidence that the wall repairs and the painting were both of very poor quality. Additionally, the photographs corroborate that the electrical work had not been completed.

Post Termination/Repudiation

[25] Mr. Chen testified that he hired new contractors to finish the work the plaintiff had not completed and to correct the deficiencies in the plaintiff's work. In total, he paid contractors \$26,137.50 plus GST to correct and finish the work. These expenses were all supported by invoices. The amounts included:

- a) \$4,575 for floor grinding, repair and levelling;
- b) \$2,972.50 for installation of flooring;
- c) \$6,700 for bathroom tiling and in-floor heating;
- d) \$5,000 for painting;
- e) \$2,240 for electrical work; and
- f) \$3,200 for wall resizing, kitchen door installation, baseboard installation and painting.

[26] Meanwhile, on April 30, 2023, Mr. Wei prepared and delivered an invoice in the amount of \$27,804 (\$26,480 plus GST of \$1,324). He also prepared and delivered a document entitled “Project Billing Details”. This document lists 22 items for which the plaintiff alleges it is entitled to be paid. The total amount claimed for the 22 items is \$26,480. The document acknowledged \$15,000 had been paid and states that the balance owing is \$12,804. This is the amount the plaintiff claims in this action.

Extras

[27] The April 30, 2023, “Project Billing Details” included several extras as follows:

- a) Door delivery - \$100;
- b) Hall floor tiles removal - \$200;
- c) Removal of old kitchen wall - \$400;
- d) Install new kitchen wall - \$2,000; and
- e) Doors - \$3,000.
- f) 30 amp socket and wiring - \$800;
- g) Move/add 3 switches - \$300;
- h) Install kitchen socket - \$100;
- i) Spotlight - \$180;
- j) Water valves - \$300;
- k) Switches and panels - \$200;
- l) Wire and install pot lights in hall - \$100; and
- m) Geothermal wiring - \$900.

[28] Mr. Chen testified that he agreed to some of the extras but not to others. Specifically, he testified that he agreed to items (a) to (e) which total \$5,700 but did not agree to items (f) through (m) which total \$2,800.

[29] I do not accept all of Mr. Chen's evidence concerning the extras he did not agree with. I will address each in turn.

[30] Concerning item (f), the 30 amp socket, this item was referenced in a list of extras dated April 1, 2023. Mr. Chen testified that he agreed the 30 amp socket was an addition to the Contract but he thought it should be considered as a substitute for a washer/dryer socket that was included in the original Contract but which he later decided was not needed. Mr. Chen may have assumed the 30 amp socket was a substitute for the washer/dryer socket but this did not make it so. There is no evidence that the plaintiff agreed to such a substitution. Therefore, having agreed to the 30 amp socket it is an extra under the Contract.

[31] Concerning item (g), the three switches, this item was referenced in the list of extras dated April 1, 2023. Mr. Chen initially testified that these switches were in a wall that was to be removed as per the original Contract, however, he later testified that he was not sure of this. In view of this ambiguity in his evidence, I find that this was an agreed extra.

[32] Concerning items (h) and (j), the kitchen socket and water valves, these were included in a list of extras provided by Mr. Wei and dated April 14, 2023. The WeChat messages do not disclose that Mr. Chen specifically objected to these being extras and, although Mr. Chen says they were included in the original Contract, there is no mention of a kitchen socket or of water valves in the Contract. Accordingly, I find that these items were agreed extras.

[33] Concerning items (i), (k), and (l), these are not identifiably included in any of the statements of extras provided by Mr. Wei to Mr. Chen. Additionally, these extras are not mentioned in the WeChat messages between the parties. I find that the plaintiff has not proven that these items were agreed upon as extras.

[34] Concerning item (m), the geothermal wiring, this is in respect of the in-floor heating. This was included in the original Contract as “Electric Floor heating for kitchen and bathroom (work and materials included): \$1600”. Therefore, this is not an extra under the Contract.

[35] Accordingly, I find that items (a) to (h) and (j) were agreed extras between the parties. These items total \$7,200, plus GST.

[36] I note that if the plaintiff had completed the Contract and the agreed upon extras, it would have been entitled to payment of \$32,200 (\$25,000 + \$7,200) plus GST.

Positions of the Parties

[37] Mr. Wei, on behalf of the plaintiff, submits that Mr. Chen breached the Contract by refusing to pay the balance owing on the April 22, 2023 “Completed Project Statement” and by kicking him out of the apartment on April 24, 2023. Mr. Wei submits that all extras under the Contract were approved by Mr. Chen and denies that there were any quality issues with the work done. Mr. Wei submits that he is entitled to judgment for the balance owing on the April 30 “Project Billing Details”, being \$12,804.

[38] Mr. Chen submits that Mr. Wei was entitled to be paid only in accordance with the progress payments clause of the Contract and was not entitled to demand payment in full for completed work prior to the completion of the entire project. Mr. Chen submits that the plaintiff breached the Contract on April 24 by refusing to perform any additional work thereunder. Mr. Chen additionally submits that the plaintiff breached the Contract by not performing the work in a good and workmanlike manner and by not completing the work within the 30 days required by the Contract. Additionally, Mr. Chen submits that Mr. Wei intentionally damaged the door of the apartment. Mr. Chen claims by counterclaim that he is entitled to \$10,437.50, being the difference between the contracted price of \$25,000 and the amounts he was actually required to pay to complete the contracted work.

Issues

[39] The main issue in this case is which, if either, party breached the Contract as of April 24, 2023. More specifically:

- a) Did the defendant breach the Contract by failing to pay the amount demanded as of April 24, 2023, and by wrongfully terminating the Contract?
- b) Did the plaintiff breach the Contract by wrongfully demanding a payment on April 24, 2023 and by refusing to continue the work unless the payment was made?
- c) Did the plaintiff breach the Contract by failing to carry out the work in a workmanlike manner?
- d) Did the plaintiff intentionally damage the property?
- e) What are the damages?

Analysis**Did the defendant breach the Contract?**

[40] The plaintiff submits that the defendant, Mr. Chen, breached the Contract by refusing to pay the amount demanded. In submissions, Mr. Wei said this amount was \$12,384, however, as of April 24, 2023, the amount demanded was \$6,880 plus tax as set out in the April 22, 2023, project statement.

[41] I do not agree that Mr. Chen was required to pay any amount to the plaintiff as of April 24, 2023. The Contract was a fixed price Contract, not a time and materials-based contract. Pursuant to its terms, the plaintiff was entitled to be paid \$25,000 in progress payments as follows:

- a) \$5,000 plus GST “before signing the Contract and entering the venue”,
- b) \$8,000 plus GST “after the demolition is completed and the garbage removed”,

- c) \$8,000 plus GST after completion of “water and electricity, partition walls, and bathroom tiles”, and
- d) \$4,000 plus GST after completion of painting and the floors.

[42] Mr. Wei, on behalf of the plaintiff, did not refer to the progress payments clause of the Contract in his evidence or submissions. Rather, he appears to have assumed that this clause was somehow not valid or enforceable and that he could request progress payments whenever he wished and for whatever amount he wished. This assumption is in error. There is no evidence before me that the parties agreed to remove the progress payment clause from the Contract or that they otherwise agreed to vary the terms of the clause. Thus, the clause is valid and enforceable and determines the payment obligations of the defendant.

[43] I find as a fact that the only progress payment Mr. Chen was required to make was the first payment of \$5,000, which payment was made. The second progress payment of \$8,000 was required to be made only “after the demolition is completed and the garbage removed”. The demolition under the Contract included the removal of hardened glue from the floor of the apartment. Although the plaintiff removed some of the glue, it did not remove all of the glue. Mr. Chen testified that the glue had not been removed and provided photographs that clearly show a substantial amount of the glue had not been removed. Accordingly, the plaintiff was not entitled to the second progress payment. Nor was the plaintiff entitled to the third or fourth progress payments. The evidence of Mr. Chen and the photographs he provided show that the conditions for the payment of the third and fourth progress payments were not met. In particular, the bathroom tiles had not been installed and the painting and floors were never completed.

[44] Therefore, Mr. Chen was not required to pay as and when items were completed and did not breach the Contract by failing to pay either the amount demanded on April 22, being \$6,880 plus tax, or the amount demanded on April 24, being \$12,384.

[45] Further, Mr. Chen did not wrongly terminate the Contract on April 24, 2023, by demanding the key from Mr. Wei. I have set out above the evidence of the parties regarding what transpired between them on April 24, 2023. They do not substantially disagree. Mr. Wei demanded that Mr. Chen pay the \$6,880 alleged to be owing in the April 22, 2023, statement. When Mr. Chen refused to pay, Mr. Wei refused to do any further work to complete the Contract. This was a wrongful repudiation and breach of the Contract by the plaintiff, which Mr. Chen was free to accept or reject. Mr. Chen accepted the repudiation, thereby bringing the Contract to an end. In other words, Mr. Chen did not wrongfully terminate the Contract.

Did the plaintiff breach the Contract?

[46] Based upon the above analysis, it should be apparent that I agree with Mr. Chen that the plaintiff breached the Contract by demanding a payment to which it was not entitled and by refusing to complete the Contract unless the wrongfully requested payment was made.

[47] Mr. Chen also submits that the plaintiff breached the Contract in two additional particulars, namely, by failing to perform the work in a good and workmanlike manner, and by failing to complete the work within the required 30 days.

[48] I agree with Mr. Chan that the plaintiff breached the Contract by failing to do the work in a good and workmanlike manner.

[49] It is an implied term in any construction contract that the work be performed in a good and workmanlike manner: *Strata Plan NW 2294 (Owners) v. Oak Tree Construction Inc.*, 1994 CanLII 1236 (BC CA), at para. 4; *Centura Building Systems (2013) Ltd. v. 601 Main Partnership*, 2022 BCSC 295, at para. 102.

[50] I have found as a fact that much of the work done by the plaintiff was of very poor quality. This included the failure to remove the glue from the subfloors, the defective repairs to the walls, and the overall very poor quality of the painting work.

Put simply, the work done by the plaintiff was not done in a good and workmanlike manner.

[51] I am further in agreement with Mr. Chen that the plaintiff was in breach of the Contract for failing to complete the work within the 30 days required by the Contract. As noted, I have found as a fact that the 30 business days under the Contract commenced to run on March 12, 2023, the day Mr. Wei was given the key to the apartment. Pursuant to the 30-day period in the Contract, which was never extended by the parties, the work was to be completed by April 21, 2023. However, as of April 24, 2023, the work was not only incomplete but much of the work done was of poor quality.

[52] Although the plaintiff has suggested that Mr. Chen and his mother were responsible for the delay in completion, I reject this submission. First, it is clear on the evidence that during the two-week period from March 12, 2023, to and including March 28, the plaintiff did no work at all at the apartment. This is obvious from the WeChat messages exchanged by the parties. Specifically, on March 21, 2023, Mr. Chen texted Mr. Wei inquiring as to how the demolition was going. Mr. Wei responded that the work had not yet started. Moreover, on March 29, 2023, the defendant attended at the apartment and noted that the demolition was just being started.

[53] Second, although the plaintiff has suggested in submissions that the delay in the work was the fault of the defendant for not selecting flooring, tiles and paint colours, this is not supported by the evidence. The WeChat messages exchanged by the parties between March 9 and 15, 2023, support Mr. Chen's evidence that he selected these items during that time frame.

[54] The WeChat messages further corroborate that Mr. Chen responded promptly to any queries or questions posed to him by the plaintiff and was not responsible for any delay.

[55] Accordingly, in my view, the plaintiff also breached the Contract by failing to complete the work within the required 30 business days. The delay in the completion of the work was due to things done or not done by the plaintiff.

Did the plaintiff intentionally damage the property?

[56] Mr. Chen submits that the plaintiff intentionally damaged the front door of the apartment after the Contract was terminated.

[57] I accept Mr. Chen's evidence that the front door of the apartment was damaged by a large scratch on April 24, 2023, and that this damage occurred sometime after Mr. Chen vacated the apartment, at the request of the police. However, I have no direct evidence of who damaged the door and am not prepared to infer that it was Mr. Wei. The door could equally have been damaged by any other employee of the plaintiff without Mr. Wei's knowledge or approval.

Damages

[58] I have determined that Mr. Chen did not breach the Contract and that the defendant did breach the Contract. I now turn to the damages.

[59] Mr. Chen is entitled to damages in an amount that will place him in the position he would have been in if the Contract had been performed.

[60] Mr. Chen claims damages of \$10,959.38 (\$10,437 plus GST). He arrives at this amount by calculating the total amount he had to pay to the plaintiff and to third-party contractors to complete the work (\$41,137.50), then deducting the amount he would have been obligated to pay the plaintiff for the contracted work and agreed extras (\$30,700).

[61] I agree with Mr. Chen's method of calculation but not with the result. More specifically, I have found that more extras were agreed by the parties than are accounted for in Mr. Chen's calculations. I have determined that the agreed upon extras were \$7,200 plus GST, not \$5,700 plus GST.

[62] If the plaintiff had completed the Contract and agreed extras, Mr. Chen would have been required to pay the plaintiff \$32,200 plus GST, which amount comprises the original contract price of \$25,000 plus the extras agreed upon of \$7,200.

[63] As the plaintiff did not complete the Contract and extras as agreed, Mr. Chen's total cost of completing the project was \$41,137.50 comprised of the \$15,000 paid to the plaintiff and the additional \$26,137.50 paid to contractors.

[64] Mr. Chen's actual damages are therefore \$41,137.50 less \$32,200 or \$8,937.50 plus GST. With GST, the damages are \$9,384.37. This is the amount I award the defendant.

Orders

[65] I therefore make the following orders:

- a) The claim of the plaintiff is dismissed;
- b) The counterclaim of the defendant is allowed;
- c) The plaintiff shall pay to the defendant damages in the amount of \$9,384.37;
- d) The plaintiff shall pay court order interest on the judgment from August 28, 2023 to the date of judgment and post-judgment interest thereafter;
- e) The builders' lien registered against the defendant's property is hereby cancelled and discharged; and
- f) The costs of this action are awarded to the defendant and are to be assessed under Scale A.

"Giaschi J."