

**VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL
CIVIL DIVISION**

BUILDING AND PROPERTY LIST

VCAT REFERENCE NO. BP1666/2015

APPLICANT	Sean Quian
RESPONDENT	Nat Rattana
WHERE HELD	Melbourne
BEFORE	B Thomas, Member
HEARING TYPE	Hearing
DATE OF HEARING	31 March and 28 June 2016
DATE OF ORDER AND REASONS	25 August 2016
CITATION	Quian v Rattana (Building and Property) [2016] VCAT 1449

ORDER

1. The Respondent, Nat Rattana, must pay the Applicant, Sean Quian, the sum of \$23,760.00 by 6 September 2016.
2. Having regard to s115b(1) of the *Victorian Civil and Administrative Tribunal Act 1998* and being satisfied that the Applicant has substantially succeeded in his claim, the Tribunal orders that Nat Rattana must reimburse Sean Quian the application fee of \$575.30.

BW Thomas
Member

APPEARANCES:

For the Applicant	In person
For the Respondent	No appearance

REASONS

- 1 In June 2015, Mr Quian engaged Mr Rattana trading as BFMF Carpentry, to undertake renovations and extensions to a residential property in Carnegie (the works). Mr Rattana quoted \$45,540.00 for the works, including plumbing and electrical. Mr Quian paid Mr Rattana a total of \$27,690.00 of which \$17,100.00 was for plumbing and electrical works. Mr Rattana failed to complete the works and also failed to pay the plumber and electrician in full. Mr Quian claimed reimbursement of all monies paid to Mr Rattana.
- 2 The hearing took place on 31 March and 28 June 2016. Mr Rattana did not appear, nor was he represented at either hearing.
- 3 Mr Quian produced evidence that he was obliged to pay the electrician \$2,200.00 and the plumber \$6,600.00 respectively for their unpaid invoices to Mr Rattana, before they would complete their works. I consider these invoices were paid by Mr Quian, on behalf of Mr Rattana, because the payments would have relieved Mr Rattana of the need to pay them himself.
- 4 I found that Mr Quian had received some benefit from the works carried out by Mr Rattana. At the first hearing I ordered that by 14 June 2016, Mr Quian file full particulars of his claim, annexing copies of all documents on which he relied. At the second hearing I ordered that by 12 July 2016, Mr Quian file invoices and evidence of payment for the following works:
 - (a) front fence;
 - (b) driveway;
 - (c) rendering;
 - (d) fake grass;
 - (e) deck drawers;
 - (f) front gate; and
 - (g) carport.
- 5 Mr Quian filed invoices which he had received from other trades and proof of payment of those invoices for the following items:

(a) driveway	\$ 8,360.00
(b) rendering	\$ 2,700.00
(c) plastering, carpentry and repairs	\$1,500.00
(d) deck drawers	\$1,000.00
(e) front gate	\$900.00
(f) carport	\$1,100.00
<u>Total:</u>	\$15,560.00

- 6 I find that Mr Rattana must reimburse Mr Quian \$8,200.00 for the invoices of the electrician and plumber paid by Mr Quian on Mr Rattana's behalf.
- 7 I also find that Mr Rattana must pay Mr Quian damages of \$15,560.00 for the uncompleted work in paragraph 4, because the necessity for Mr Quian to pay for this work arose from Mr Rattana's breach of contract.
- 8 The total sum to be paid by Mr Rattana to Mr Quian is \$23,760.00. I order that the Respondent, Nat Rattana, must pay the Applicant, Sean Quian, the sum of \$23,760.00 by 6 September 2016.

BW Thomas
Member