

# QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

CITATION: *Meehan v Harrison & Anor* [2019] QCAT 345

PARTIES: **MICHAEL MEEHAN**  
(applicant)

v

**KAREN HARRISON**  
(first respondent)

**SCOTT HARRISON**  
(second respondent)

APPLICATION NO/S: REO006-15

MATTER TYPE: Building matters

DELIVERED ON: 14 November 2019

HEARING DATE: On the papers

HEARD AT: Brisbane

DECISION OF: Member Howe

ORDERS: **Each party bear their own costs of the application.**

CATCHWORDS: PROCEDURE – CIVIL PROCEEDINGS IN STATE  
AND TERRITORY COURTS – COSTS – GENERAL  
MATTERS – POWER TO AWARD GENERALLY –  
where long history of litigation between the parties –  
where judgment given – where omission in calculation of  
damages – where a party applied to correct the decision –  
where both parties appealed – where the application to  
correct the decision withdrawn prior to determination of  
appeals – where appeal confirmed the error in calculation  
of damages – where the correction not opposed at appeal  
– where the other party claimed costs of the application  
for correction

*Queensland Civil and Administrative Tribunal Act 2009*  
(Qld), s 135

*Harrison & Anor v Meehan* [2018] QCATA 191  
*Harrison & Anor v Meehan* [2019] QCATA 15

REPRESENTATION:

Applicant: Andrews Law

Respondents: Self-Represented

APPEARANCES: This matter was heard and determined on the papers

pursuant to s 32 of the *Queensland Civil and Administrative Tribunal Act 2009* (Qld)

### REASONS FOR DECISION

- [1] The parties have a history of litigation between them arising out of a building dispute. I heard the original building dispute in 2015.<sup>1</sup>
- [2] Following a two-day hearing on 10 June 2015, I ordered Mr Meehan pay \$54,740.68 to Mr and Mrs Harrison.
- [3] On 6 July 2015 Mr Meehan made the within application (REO006–15) for correction of the decision pursuant to s 135 of the *Queensland Civil and Administrative Tribunal Act 2009* (Qld). He filed an amended application on 15 July 2015.
- [4] The primary relief he sought in the Application for Reopening, Correction, Renewal or Amendment REO006-15 was to amend the balance sum awarded the Harrisons by taking into account in the calculation of damages the unpaid balance of the contract price due to him by Mr and Mrs Harrison under the building contract which was not included in the decision.
- [5] In the alternative Mr Meehan sought a reopening of the final decision. It is clear however that his primary application was to correct the calculation of the amount to be paid the Harrisons.
- [6] On 8 July 2015 Mr Meehan applied for an order staying the decision in BDL120–14 pending determination of the application for correction. That application for stay was dismissed by the tribunal however on 9 July 2015.
- [7] On 8 July 2015 Mr Meehan also applied for an order that any application by either party to appeal BDL 120 – 14 be extended for 28 days from the date of determination of Mr Meehan’s application for correction.
- [8] The application to extend time was also dismissed by the tribunal on 14 July 2015.
- [9] In the meantime on 10 July 2015 Mr and Mrs Harrison filed an appeal against the building decision (APL273-15).
- [10] On 4 August 2015 Mr Meehan was given leave to withdraw the correction application.
- [11] On 20 August 2015 Mr Meehan was given leave to appeal the building decision (APL375-15). The appeal was essentially in terms of the application for correction.
- [12] Mr and Mrs Harrison now want costs in REO006–15.
- [13] They claim \$3,300 for counsel’s fees. They say those fees relate to three interlocutory applications, the abandoned reopening application, the stay application and the extension of time application.

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<sup>1</sup> BDL120-14.

- [14] Mr and Mrs Harrison have already recovered part of the costs of counsel now being claimed again in their costs of appeal APL273–15. They were allowed \$1,100 from counsel’s fee note of \$3,300 in respect of counsel’s involvement in opposing an application to dismiss APL 273-15.
- [15] Clearly Mr and Mrs Harrison cannot recover any more than the balance of \$2,200 in any case.
- [16] The difficulty for Mr and Mrs Harrison, however, is that the primary issue raised by Mr Meehan in REO006-15 to correct the order made in the building decision has been vindicated in his appeal APL375–15.
- [17] Indeed the Appeal Tribunal pointed out that the parties were not contesting in the appeal that the building decision at first instance had not taken into consideration in assessing damages the amount payable under the contract by Mr and Mrs Harrison to Mr Meehan of \$31,749.17.<sup>2</sup>
- [18] The Appeal Tribunal noted:
- Following the decision in BDL120–14, Mr Meehan filed an application to correct the decision (proceeding REO 006 – 15). Mr Meehan relied upon the same ground as identified subsequently in APL375–15.<sup>3</sup>
- [19] Also noted by the Appeal Tribunal was that counsel’s fee was not particularised and referred in only general terms to:
- Review application for REO 006 – 15 and stay application; correspondence to Mr Panayi regarding misconceived application; review of the QCAT decisions for REO006–15, APL273–15 and extension of time application (time engaged approximately two days but say capped at 1.25 days).<sup>4</sup>
- [20] Mr Meehan’s application for correction was not misconceived. His stance was vindicated on appeal. Indeed the claim for correction made in the appeal proceedings was not opposed by Mr and Mrs Harrison.
- [21] The interests of justice do not favour an award of costs against Mr Meehan in REO006–15. The usual costs order in court matters (and building matters in the tribunal), that costs should follow the event, does not favour Mr and Mrs Harrison. The event should not be identified in abstract as limited to the short lived correction application. The event played out and concluded with the successful appeal brought by Mr Meehan.
- [22] Mr Meehan has not sought costs of the application against Mr and Mrs Harrison. In the circumstances, the appropriate order for justice to be done is that each party bear their own costs in REO006–15.

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<sup>2</sup> *Harrison & Anor v Meehan* [2018] QCATA 191, [7].

<sup>3</sup> *Ibid* [9].

<sup>4</sup> *Harrison & Anor v Meehan* [2019] QCATA 15, [6].