IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 12

Small Claims Tribunals – Claim No 19091 of 2025

Between

JHE

… *Claimant*

And

JHF

… *Respondent*

EX TEMPORE JUDGMENT

[Commercial Transactions — Sale of services — Consumer protection — Claim relating to unfair practice under section 6(1) of the Consumer Protection (Fair Trading) Act 2003 — Supplier charging a price for services that is substantially higher than an estimate provided to the consumer]
[Contract — Remedies — Deposits]

JHE
v
JHF

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Tribunal Magistrate Joel Tan
2 March 2026

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Tribunal Magistrate Joel Tan:

Introduction

1 The claimant and the respondent company entered into a contract for services under which the respondent was to provide moving and relocation services on 25 September 2025.

2 At the claimant's request, the respondent provided a fee estimate dated 19 August 2025. This followed a site visit conducted by the respondent's representatives on 18 August 2025, during which the claimant showed the items requiring transportation. The estimated total price was $2,458, with the following breakdown:

(a) First, provision of packing materials comprising 200 carton boxes, 20 rolls of tape, half a roll of bubble wrap and one roll of newsprint was included at no cost.

(b) Second, provision of moving services for six loads with a 14-foot truck was priced at $1,848, with the estimate stating that if the load was insufficient, additional charges of $218 per 0.5 load or $308 per 1.0 load would apply.

(c) Third, dismantling and reassembling of one king-size bed and one storage shelf was included at no cost.

(d) Fourth, special handling of one standing mirror, two statues and one television, with additional wrapping and protection services, was offered at a 50% discounted rate of $160.

(e) Finally, six loads of stairs labour was priced at a 10% discounted rate of $450, with additional stair labour chargeable at $80 per load if required.

3 The claimant accepted the estimate and paid a deposit of $1,000. The contract stated that "The Deposit you make will be considered both a 'Carton Box Deposit' and a 'Deposit for Reservation of Moving' to secure your scheduled date", and was expressed to be refundable only upon the respondent's collection of the packing boxes.

4 However, on the day of the move, the claimant was informed that the total charges would amount to $7,437. The breakdown provided was as follows:

(a) twelve truck loads at 12 × $308 = $3,696;

(b) six loads of stairs labour at $650;

(c) six additional loads of stairs labour at $80 × 6 = $480;

(d) special handling at $160;

(e) transit insurance for a mirror at $600; and

(f) packing services at 154 boxes × $12 = $1,848.

I observe that this breakdown does not tally with the stated total of $7,437, reflecting apparent miscalculations that were not noticed by either party at the time.

5 The claimant says that she was taken by surprise by the significantly higher charges. However, as the charges were presented to her late in the afternoon and into the evening, she felt she had no real choice but to make payment if she wished the move to be completed. She therefore paid $7,437 that day.

6 In total, the claimant paid $8,437, including the $1,000 deposit. She seeks by way of the present action to recover payments made in excess of the $2,458 price estimate, and brings two claims: one being an action under section 6(1) of the Consumer Protection (Fair Trading) Act 2003 (2020 Rev Ed) (the "CPFTA") relating to an unfair practice in a consumer transaction, and the other being an action to recover the deposit paid under the contract.

Decision

The unfair practice claim

The unfair practice of charging a substantially higher price than the fee estimate

7 The Second Schedule to the CPFTA sets forth specific unfair practices. Paragraph 10 of Part I provides that it constitutes an unfair practice to charge a price for goods or services that is substantially higher than an estimate provided

to the consumer, unless the consumer has expressly agreed to the higher price in advance.

(1) Substantially higher price than estimate

8 When, then, is an actual price to be regarded as "substantially higher" than the estimate? The CPFTA offers no prescriptive guidance in this regard. Rather, the court or tribunal is afforded a measure of discretion to determine the issue in light of the particular circumstances of each dispute.

9 But this is not a case that turns on close margins. The price ultimately charged to the claimant—$7,437, excluding the refundable deposit—was approximately three times more than the estimate of $2,458. It can be said with certitude that such an increase falls within any sensible understanding of what is "substantially higher". This was also not disputed by either party.

(2) Expressly agreed to the price in advance

10 The issue then turns to whether the claimant can be said to have expressly agreed to this substantially higher price in advance. The difference in amount is $4,979. Of this sum, it is not in dispute that the claimant agreed in advance to an additional $600 as transit insurance for her mirror. That leaves the remaining $4,379 in additional charges.

11 The remaining amount comprises two parts.

(A) CHARGES RELATING TO EXTRA TRUCK LOADS AND STAIR LABOUR

12 The first comprises the additional six loads of truck moving and stair labour that were required beyond the six loads included in the fee estimate. That totals $2,528, comprising: (a) $1,848 for truck moving, priced at $308 per

additional load; (b) $480 for stair labour, priced at $80 per additional load; and (c) $200, which the respondent acknowledged was an additional sum mistakenly charged and therefore not in dispute.

13 The respondent points to the charges applicable for additional loads of truck moving and stair labour clearly printed on the fee estimate, to which the claimant agreed when she accepted the fee estimate. I accept that the estimate contemplated the possibility of additional charges, for example if there were more truck loads or additional stair labour than anticipated, and that the claimant had expressly agreed to the possibility of these additional charges being applied.

14 But to say that the claimant as consumer had agreed to the possibility of these additional charges when the fee estimate was presented to her is not the same as saying that she expressly agreed in advance to the substantially higher price that was charged on the day of the move. Paragraph 10 of Part I of the Second Schedule specifically defines the charging of a price substantially higher than the fee estimate as an unfair practice unless the consumer expressly agreed in advance to the *price* that was in fact charged, not merely to the *possibility* that these additional charges may apply.

15 This distinction makes sense in the context of the consumer transaction concerned where fee estimates are provided. Fee estimates are furnished when the scope of actual services required cannot be identified with precision, or might vary with changing circumstances. It is common in fee estimates for the supplier to state the rate of additional charges, whether on a time cost basis or additional supply basis (such as the present case, based on how many loads are required for the respondent to move). However, estimates are drawn up by the supplier who possesses the professional experience and judgment to provide a

proper assessment of the work required for the consumer's specific needs, and the consumer would often depend upon the supplier's judgment and expertise.

16 This dynamic can give rise to the risk of exploitation by suppliers providing lower fee estimates to consumers and inducing them to enter into the contract for services, which may involve paying a deposit, only to then surprise them with a substantially higher price than what was estimated. Parliament has seen fit to regulate such transactions, offering consumers protection in that they are entitled to expect some certainty regarding what they are being charged for the services, and to decide whether to proceed with a particular supplier or seek alternatives. This prevents situations like the present case where, as testified by the claimant, she was shocked when an invoice was presented to her in the late afternoon informing her that the fee estimate had increased approximately 300 per cent, at a price that she herself could not afford and had to request help from family members to pay.

17 But the protection of consumers places a correlative burden of greater responsibility and risk upon the supplier. The supplier must take greater care in providing as accurate a fee estimate as possible by conducting proper discussions with the consumer, accounting for potential causes of variation, and managing any changes to the pricing where necessary if the basis for the quotation changes.

18 In the present case, the respondent could have performed better in two respects. First, the respondent could have provided a more accurate estimate given its experience and professional judgment. Given that the respondent had conducted a site visit on 18 August 2025, inspected the furniture to be moved, and quoted on the basis of 200 boxes, the respondent should have been capable of providing a reasonably accurate estimate of the required truck loads and stair

labour. That is what an ordinary consumer would reasonably expect. At most, the claimant could have expected minor variations—perhaps one additional truck load or one additional stair labour load.

19 But there is a world of difference between the six loads estimated and the twelve loads that were actually required. I struggle to understand why the respondent could not have provided a more accurate estimate. While I accept that more than 200 boxes may have been transported, that difference does not account for six additional loads. The respondent suggested that the claimant required more furniture items to be delivered on the day itself, but this was unsubstantiated and I do not accept that as an explanation.

20 The respondent also repeatedly emphasised that the claimant's house was very messy. I fail to see how that would materially affect the provision of the estimate. There are two main categories of items that need to be moved—furniture and other items that are not to be packed in boxes, and items to be packed in boxes. The former category could have been assessed with reasonable accuracy on the day of the site visit. The latter can be assessed with reasonable accuracy based on the number of boxes catered for, in this case 200. Whether messy or not is beside the point. In any event, a house preparing for a move would ordinarily be messy, and that should not affect the respondent's professionalism in being able to assess the scope of services required in the particular case.

21 Assuming that the respondent had acted in good faith and that it was genuinely mistaken in the fee estimate, then upon realising on the day itself that the services required exceeded the scope envisaged under the estimate, it could have done better by alerting the claimant first thing in the morning and presented her with the revised estimate.

22 Again, the difference between six and twelve loads is significant. It should at the very least have been apparent to the respondent that the six loads originally quoted were insufficient by then, and it should have provided an updated price that the claimant could expressly agree to in advance. But I accept that the updated and substantially higher price was only communicated to the claimant when the move was more than halfway through. At such a point, an ordinary consumer in the claimant's position would feel compelled to pay the full sum.

23 Finally, I find it particularly troubling that the respondent's representative at the hearing repeatedly emphasised that the claimant did not dispute this then and that she should not have paid if she did not agree. The purpose of such statements appears to be to place blame on the consumer for circumstances largely of the respondent's making, as I am not sure what else the consumer should have been expected to do in those circumstances. By late afternoon, the claimant's belongings were already loaded and in transit, leaving her with the stark choice of either paying the substantially increased sum or potentially having her move abandoned midway through. A consumer in the claimant's position, confronted with an unexpected tripling of costs when the service is already substantially performed, can hardly be faulted for feeling like she has no practical choice but to make payment.

24 All this is to say that the additional $2,528 was only presented to the claimant towards the end of the moving day. In these circumstances, it cannot be said that the claimant had expressly agreed to the higher price in advance.

(B) CHARGES RELATING TO PACKING

25 The second part of the remaining amount is $1,851. This is primarily for packing charges. On the day of the move, the respondent's movers were said to

help the claimant pack 154 boxes at a rate of $12 per box because she was unable to finish packing in time. This would amount to a total of $1,848. There is also an additional $3, which appears simply to be a calculation error by the respondent that somehow found its way into the final amount, which the claimant did not notice when she paid.

26 Packing services were not agreed under the fee estimate. I accept that there may have been discussions between the parties, and that the claimant may have considered engaging such services but on the evidence she ultimately did not proceed. It is also not in dispute that the movers did help her with the packing, but how many boxes is disputed. The respondent says 154 boxes, the claimant says she cannot verify it.

27 But the more fundamental disagreement is whether the additional price of $1,851 was expressly agreed in advance by the claimant. I do not find that it was. There is no evidence that the claimant requested packing services and that price was discussed. Rather, I accept the claimant's explanation that in the days leading up to the move, she had been requesting the respondent for more boxes to pack—up until then, the respondent had supplied 100 boxes. However, the respondent was unresponsive, only acknowledging her request the day before. So it only provided the last 100 boxes of the 200 boxes promised on the day, leaving the claimant only able to finish the packing on the day itself with the assistance of movers whom the claimant thought were being helpful, as there were no discussions about the substantial price that would be charged to her.

28 Hence, I also find that the additional $1,851 was only presented to the claimant towards the end of the moving day, and that it cannot be said that the claimant had expressly agreed to the higher price in advance.

Conclusion on unfair practice claim

29 For the foregoing reasons, I find that the respondent engaged in an unfair practice. The price ultimately charged to the claimant of $7,437 (excluding the refundable deposit) was substantially higher than the estimate of $2,458. Save for the $600 transit insurance charge, the claimant did not expressly agree in advance to this substantially higher price.

30 The additional charges of $2,528 for extra truck loads and stair labour, whilst contemplated as a possibility in the original estimate, were only communicated to the claimant partway through the moving day when she was in no practical position to refuse. Similarly, the packing charges of $1,851 were imposed without prior express agreement, arising from circumstances largely attributable to the respondent's own delay in providing the promised boxes.

31 The respondent, as the professional service provider with expertise in moving services, bore the responsibility to provide a reasonably accurate estimate following its site inspection. Its failure to do so, whether through inadequate assessment or poor communication of material changes during performance, cannot be visited upon the consumer who reasonably relied upon the professional estimate provided.

32 Accordingly, I award the claimant damages in the sum of $4,379, being the amount charged in excess of the original estimate of $2,458 and the agreed transit insurance of $600.

Claim for the recovery of deposit

33 This leaves me with the claim for the recovery of the $1,000 deposit. The purpose of the deposit was to secure the claimant's performance of the

contract in two aspects. The first was to proceed with the move on the scheduled date, the second was to take reasonable care with the use of the boxes provided on loan to her and allow for their collection by the respondent after delivery.

34 The move has been completed. However, the claimant has not returned the boxes. Hence, the respondent has not returned the deposit. The claimant acknowledged that she could still return the boxes and the respondent indicated that it would return the deposit. In the circumstances, I am not inclined to make any order. There is no live issue of whether the respondent is entitled to forfeit, since it is not purporting to forfeit but is still waiting for performance on the claimant's part.

35 In any case, I do not consider the deposit to be unreasonable as earnest. However, there is some ambiguity as to how many boxes were ultimately loaned and must now be returned. In the absence of objective evidence, I find that 200 boxes are required to be returned upon which the claimant is entitled to recover the $1,000 deposit, subject to a charge of $5 for each box not returned. The parties are advised to cooperate with one another accordingly to facilitate the collection of the boxes and the return of the deposit.

Conclusion

36 For the foregoing reasons, having found that the respondent engaged in an unfair practice within the meaning of the CPFTA, the respondent is to pay the claimant the sum of $4,379. In addition, I grant $30 in disbursements to the claimant.

37 Accordingly, I order the respondent to pay the claimant a total of $4,409 by 16 March 2026, failing which the claimant may enforce this order.

Joel Tan
Tribunal Magistrate

The claimant in person;
The respondent in person.