

SUPREME COURT OF NOVA SCOTIA

Citation: *Crane v. Arnaout*, 2015 NSSC 106

Date: 2015-05-04

Docket: Hfx No. 432313A

Registry: Halifax

Between:

David Crane, Jacqueline Costello

Appellants

v.

Azmi Arnaout

Respondent

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Judge:

The Honourable Justice Peter Rosinski

Heard:

March 30, 2015, in Halifax, Nova Scotia

Subject:

Section 17E Residential Tenancies Act appeal to this court from appeal decision of Small Claims Court Adjudicator pursuant to s. 17C of the *Act*. Statutory interpretation of s. 7(3) Residential Tenancies Act [accelerated notice to quit permitted to tenants when the landlord does not provide copy of the Act or written lease]. Consideration of existing precedent statutory interpretation of s 7(3) of the *Act*: *Benjamin v. Pottie* [1994] NSJ No 483 (SC).

Summary:

The parties did not reduce the lease to writing. It existed in unwritten form from July 1, 2011. On May 30, 2013, tenants gave written notice that they would be quitting the premises and providing possession to the landlord on May 31, 2013. The landlord claimed three months' rent was owing as proper notice under what he argued was a year-to-year lease. The Residential Tenancies Officer concluded it was a month-to-month lease and that the wording in s. 7(3) permitted the tenants to give one day notice because the landlord had not

provided a copy of the Act to the tenants at any time. Thus, the tenants owed no further money to the landlord. On appeal to the Small Claims Court, the adjudicator concluded one month's notice was reasonable and required per the reasoning in *Benjamin v Pottie*, and ordered the \$2000 per month rent payable to the landlord.

- Issues:**
- (1) What is the proper statutory interpretation of s.7(3) of the *Act*?
 - (2) Whether as an aspect of the doctrine of *stare decisis* or judicial comity, should the court defer to the existing statutory interpretation in *Benjamin v. Pottie*?

Result: A proper statutory interpretation of s. 7(3) of the *Act* extraordinarily permits as little as one day notice to have been given by the tenants to the landlord in the case at Bar. No deference owed to the court in *Benjamin*. Appeal allowed. The tenants owed no further money to the landlord.

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