

1999

S. H. No. 157989R

IN THE SUPREME COURT OF NOVA SCOTIA

BETWEEN:

CHRISTOPHER MAY

APPELLANT

- AND -

CANASIA INDUSTRIES LIMITED

RESPONDENT

DECISION

HEARD: At Halifax, Nova Scotia, before the Honourable Justice
David W. Gruchy, in Chambers

DATE: September 24, 1999

**WRITTEN RELEASE
OF DECISION:** October 21, 1999

COUNSEL: Christopher May, Appellant (Self-Represented)
Brian Wales, for the Respondent

GRUCHY, J.

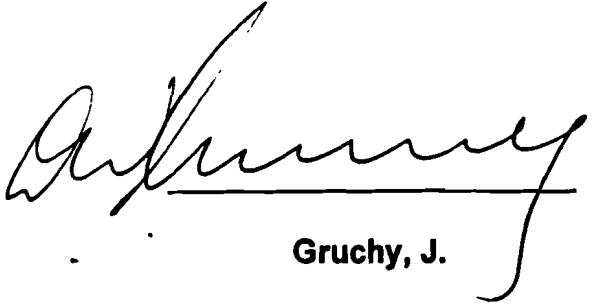
We will deal first of all with the security deposit. I am satisfied that at the time of the various hearings, the matter of the security deposit had been adequately considered and in particular at the time of the occasion when the parties entered into the settlement of dispute. The security deposit is not properly before me and I am satisfied that I should not deal with it.

On the matter of the appeal proper, however, with respect to this matter I am satisfied that at the time of the hearing when the parties entered into an agreement, they used the phrase "that they had agreed to settle the dispute", I am satisfied that that phrase was all encompassing. It included in fact the entire amount at issue. I have considered the matter of the statutory condition and in particular statutory condition #6, as prescribed by section 9 of the **Residential Tenancies Act**. It is correct that that statutory condition gives the landlord a duty to mitigate, but it does not give the landlord an independent right of a second action.

This matter was, in my view and in my conclusion, settled by the parties at the time of the agreement. The dispute was settled in total, and I therefore uphold the second order of the Director and overrule the decision of Moira Ducharme. The matter was settled for \$320.00 with no credit to the tenant for the security deposit.

There will be no costs. Any costs incurred for the various attempts to collect will

be waived or reversed.



Gruchy, J.

Halifax, Nova Scotia