

IN THE SMALL CLAIMS COURT OF NOVA SCOTIA
Cite: *Grant v. Hussan*, 2021 NSSM 16

SCCH 505430

Between:

Justin Alexander Grant

Claimant

— and —

Omer Hussan and Noah Mutabaruka

Defendants

Adjudicator:

Augustus M. Richardson, QC

For the Claimant:

Justin Grant, claimant

For the Defendants:

Omer Hussan and Noah Mutabaruka

Heard:

July 6th, 2021

Order:

September 3rd, 2021

DECISION and ORDER

[1] COVID-19 has had an enormous impact on the lives and work of people. It has also driven wedges between family and friends. The claim here concerns one such wedge between former friends.

[2] The claimant and the defendants were co-tenants of an apartment. Rent was \$1,800.00 per month. It was split three ways. The defendants were students from out-of-province. Mr Grant commenced living in the apartment in September 2020. The defendants arrived, and started paying their share of the rent, in October 2020.

[3] At the material time the claimant was working as a youth care worker in a group home. At some point in the late fall of 2020 the claimant was told by his employer that it could not risk exposure to COVID-19. It told him that if he was exposed, or if he lived with people who were in self-quarantine, then he could not work at the group home during the quarantine period. He told the defendants, who were his friends at the time, of this directive.

[4] The defendants wanted to go home for Christmas that December. The claimant was opposed to their plans—or at least concerned about it—because on their return to Halifax they would have to self-quarantine. If they did that in the apartment then he would not be able to work. He told the defendants of his concerns.

[5] The defendants left in early December 2020 to go home to their families for Christmas. They did not provide him with definite returned date. Towards the end of January 2021 he learned that they were coming back to the apartment. He thought they would be back on January 30th but they arrived on January 31st. They told him that he should move to an AirBNB for the two weeks while they self-quarantined in the apartment.

[6] The defendants evidence with respect to the AirBNB was not clear. The sense I had was that they had looked at AirBNB listings and had seen a one-bedroom apartment that could be had on a short-term rental. It had one bed and one couch. The defendants did not want to be in an AirBNB where one of them had to sleep on a couch. Nor did they want to bear the expense of a two-bedroom AirBNB (which apparently, according to them, were in short supply in any event because of their use by self-quarantining people). They thought it made more sense for the claimant to move to the one-bedroom AirBNB, for which they said they would pay.

[7] I should note that all of this was rather last-minute. There was no evidence that the defendants had actually booked an AirBNB. Moreover them seem to have raised this possible solution with the claimant close to their actual return date.

[8] The claimant objected to the suggestion. He did not understand why he should be inconvenienced by the defendants' holiday plans. He thought the defendants should be the ones to take the alternate accommodation while self-quarantining. The defendants did not agree. After an extended text conversation between them, conducted more or less at the doorstep to the apartment, the defendants entered the apartment. The claimant ran out the back door and went to a hotel for the night. After a day or two he moved to a less-expensive accommodation. He had to

buy grooming supplies because he had been forced to leave everything behind. He also had to eat at restaurants. He accordingly made this claim for \$1,896.81, comprised of \$1,377.60 for accommodation; \$304.18 for food; \$38.92 for toiletries; and \$20.00 for laundry.

[9] The claimant also claims \$189.00, being one third of the electric hearing bill for the time they were away (most of December and January). He had paid the total bill because the defendants refused to pay their share.

[10] The defendants denied that their suggestion was made at the last minute. In mid January they had spoken to or texted the claimant to let him know their return date. They had first offered to pay his share of the rent and utilities if he stayed with them while they self-quarantined. Then they suggested that he stay with one of their friends, or at the King's College residences, so that he could continue to work. The AirBNB suggestion was made a few days before their return to Halifax. They sent him a few listings, and offered to pay for one in the range of \$1,000.00. I note however that they did not actually book the unit. Booking was dependent on the claimant's agreeing, and he did not.

[11] The defendants resisted the claim for the electric bill on the grounds that (a) the claimant had established a "precedent" by not charge them for electricity in September, and (b) they were not in the apartment in December and January.

[12] This case comes down to this—who should bear the costs attendant on the defendants' decision to travel out-of-province during a plague. The defendants say that the claimant should be put to the inconvenience of moving out of his space because they wanted to travel home for Christmas. But here is the rub. All three were tenants of the apartment. All three had a right to be there. But the defendants' decision to travel out-of-province meant that if they exercised their right to live in the apartment then they, in effect, denied the claimant his own right. He had not contributed to their inability to co-habitat during their self-quarantine. By rights then the defendants should have either (a) made arrangements to self-quarantine elsewhere, or (b) if the claimant agreed, cover his costs for living away for two weeks. The claimant was under no legal obligation to agree. He did not. So the defendants' option was to live with friends, or go to King's College, or rent accommodation in a hotel or an AirBNB. They chose instead to force the issue by entering the apartment and, in effect, requiring him to choose (b). They are accordingly liable for his claim.

[13] As for the electric bill, there was no precedent in my mind. The defendants did not pay because they did not come onto the lease until October and, in any event, on the evidence the claimant had offered to do that when they first agreed to share the apartment. Moreover, and as I pointed out to the defendants, since they were on the lease all three were responsible for ensuring the apartment was heated during the winter months. The fact that one or more of them was away on holiday did not relieve them of that responsibility.

[14] I will accordingly make an order that the defendants pay to the claimant his expenses during the period of self-quarantine and their share of the electric bill.

DATED at Halifax, Nova Scotia
this 3rd day of September, 2021

Augustus M. Richardson, QC
Adjudicator