KING'S BENCH FOR SASKATCHEWAN

Citation: **2026 SKKB 38**

Date: **2026 02 18**
File No.: KBG-SA-01538-2025
Judicial Centre: Saskatoon

IN THE MATTER OF S. 72(1) OF *THE RESIDENTIAL TENANCIES ACT, 2006*

BETWEEN:

BRYAN LEACHMAN

APPELLANT

- and -

JYOT SINGH

RESPONDENT

- and -

THE OFFICE OF THE RESIDENTIAL TENANCIES

RESPONDENT

Counsel:

Madison M. Christensen	for the appellant
Jyot Singh	the respondent, on his own behalf
No one appearing	for the Office of Residential Tenancies

JUDGMENT — WEMPE J.
February 18, 2026

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[1] The appellant tenant, Bryan Leachman [tenant], appeals a decision of the Office of Residential Tenancies [ORT] pursuant to s. 72(1) of *The Residential Tenancies Act, 2006*, SS 2006, c R-22.0001 [*Act*].

[2] The hearing was held on August 20, 2025, by teleconference. The hearing

2026 SKKB 38 (CanLII)

officer provided a decision dated November 25, 2025 (*Bryan Leachman v Jyot Singh*, 2025 SKORT 3054 [*Decision*]). He dismissed the tenant's claim for compensation under section 62 of the *Act* because he found it was not just and equitable to compensate the tenant for his losses in the circumstances.

[3] The hearing officer held there was a clear breach of section 62(b)(ii) of the *Act*. The landlord had served a Notice to Vacate to allow his parents to occupy the unit, however his parents only occupied the unit for less than a month. Despite finding a breach, the hearing officer went on to hold that because of the landlord's financial hardship and unforeseen circumstances it would not be just and equitable to order compensation for the tenant's losses.

[4] For the reasons that follow, the appeal is allowed, and the matter is remitted back to the ORT.

Jurisdiction and Standard of Review

[5] Section 72(1) of the *Act* provides that a party may appeal a decision of a hearing officer on a question of law or jurisdiction to the Court of King's Bench. The scope of review is very limited. In this regard, I am assisted by Mitchell J.'s explanation in *Knapp v ICR Commercial Real Estate*, 2019 SKQB 59 at para 16:

> [16] Section 72 of the *Act* provides an aggrieved party the right to appeal a hearing officer's decision to this Court, but only on a question of law or a question of jurisdiction. An appeal under s. 72 is neither a re-hearing of the application nor a re-weighing of the evidence presented at the original hearing. Rather, this Court's jurisdiction under the *Act* is narrow. It is supervisory only, focusing principally on the impugned decision of the hearing officer and the evidence underlying it. As a result, deference ought to be accorded to the hearing officers' factual findings and "to those aspects of [the hearing officers'] decisions which reflect an exercise of discretion". See: *Reich v Lohse* (1994), 123 Sask R 114 (CA), at paras 18 and 20.

2026 SKKB 38 (CanLII)

[6] In *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65 [*Vavilov*], the Supreme Court held that where there is a statutory right of appeal from an administrative decision the standard of review on questions of law is correctness (para. 37).

[7] In *Lansdowne Equity Ventures Ltd. v Cove Communities Inc.*, 2020 SKQB 113, Elson J. applied the *Vavilov* framework to an appeal under section 72(1) of the *Act.* He held because the Legislature expressly limited the scope of an appeal to "questions of law or jurisdiction", questions of fact or mixed fact and law were beyond the Court's jurisdiction to review (para. 30). Only where an error of fact constitutes an error of law can this Court intervene. A finding of fact will constitute an error of law where it is made on the basis of: 1) no evidence; 2) irrelevant evidence; 3) disregarded relevant evidence; 4) mischaracterized relevant evidence; or 5) an unfounded/irrational inference.

[8] This standard of review has been applied in numerous cases from this Court: *Hoth v Myers*, 2023 SKKB 231 [*Hoth*], *Lucier v Saskatoon Real Estate Services Inc.*, 2023 SKKB 259 [*Lucier*], *Yeoman v Universal Realty Ltd*., 2024 SKKB 101 [*Yeoman*], and *Bell v Mainstreet Equity*, 2024 SKKB 68 [*Bell*].

Issues

[9] The tenant appeals the following questions of law:

(i) Did the hearing officer err in law in interpreting section 62(b)(ii) of the *Act*?

(ii) Did the hearing officer err in law by misapprehending or ignoring evidence?

(iii) Did the hearing officer err in law or breach procedural fairness by

2026 SKKB 38 (CanLII)

failing to consider the tenant's circumstances in determining what is just and equitable?

Analysis

(i) ***Did the hearing officer err in law in interpretating section 62(b)(ii) of the Act?***

[10] The hearing officer's interpretation of section 62 is found at paragraphs 38 and 39 of the *Decision* where he states:

> [38] Section 62 provides that a tenant may apply for an order pursuant to section 70 when circumstances exist. However, I must still determine an order that I am satisfied is just and equitable in the circumstances.
>
> [39] In this type of application, therefore, there are effectively three stages: first, are the parameters of section 62 met; second, is an order just and equitable in the circumstances; and third, if such an order is warranted, has the tenant proven damages.

[11] The hearing officer found although section 62 was clearly breached, it was not just and equitable in the circumstances to order the landlord to pay damages. Because he found it was not just and equitable to order damages, he held it was not necessary to determine whether the tenant had proven any damages. Although he had a section in his *Decision* entitled "Damages" where he cited case law explaining how to determine damages and a section which summarized the evidence, he did not make any findings with respect to the quantum of damages or the tenant's losses. Instead, he held because the second step was not met, namely it was not just and equitable, he was not required to make any findings with respect to the damages.

[12] With all due respect, I disagree with the hearing officer's three stage analysis and find he has reversed the last two steps of the analysis. I have come to this determination for two reasons. First, using modern principles of statutory interpretation,

2026 SKKB 38 (CanLII)

the *Act* must be read to reflect its plain and ordinary meaning. Second, a determination of what is just and equitable must be made based on all the circumstances at the end of the analysis.

2026 SKKB 38 (CanLII)

[13] Starting with the relevant sections of the *Act*: Section 62 provides that where there is a breach a tenant may apply for an order pursuant to section 70 for compensation. Section 62 states as follows:

> **62** A tenant may apply for an order pursuant to section 70 for compensation from the landlord, or the purchaser, as applicable pursuant to section 60, for compensation for the tenant's losses resulting from both of the following circumstances:
>
> (a) the landlord has given the tenant notice to end a tenancy pursuant to section 60; and
>
> (b) either:
>
> (i) steps have not been taken to accomplish the purpose for ending the tenancy stated in the notice pursuant to section 60 within a reasonable period after the effective date of the notice; or
>
> (ii) the rental unit is not used for the purpose stated in the notice for at least six months beginning within a reasonable period after the effective date of the notice.

[14] Section 70 is lengthy, but the relevant portion is section 70(6) which reads:

> **70**(6) After holding a hearing pursuant to this section, a hearing officer may make any order the hearing officer considers just and equitable in the circumstances, including all or any of the following:
>
> (a) an order directing any person found contravening or failing to comply with a tenancy agreement, this Act, the regulations or an order made pursuant to this Act to stop that contravention or failure and to so comply;
>
> (b) an order requiring a tenant to pay to the director all or any part of any instalment of rent otherwise payable to the

> landlord;
>
> (c) an order requiring the payment of damages, including the payment of any arrears of rent payable to the landlord;
>
> (d) subject to section 68, an order granting possession of a rental unit;
>
> (e) an order determining the disposition of a security deposit and any accrued interest pursuant to section 33;
>
> (f) an order determining the validity of a notice of rent increase pursuant to sections 53.1 or 54.

2026 SKKB 38 (CanLII)

[15] The modern principle of statutory interpretation was endorsed by the Supreme Court of Canada in *Rizzo v Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837, [1998] 1 SCR 27 (SCC), and was then codified in section 2-10 of *The Legislation Act*, SS 2019, c L-10.2, which reads:

> **2-10**(1) The words of an Act and regulations authorized pursuant to an Act are to be read in their entire context, and in their grammatical and ordinary sense, harmoniously with the scheme of the Act, the object of the Act and the intention of the Legislature.
>
> (2) Every Act and regulation is to be construed as being remedial and is to be given the fair, large and liberal interpretation that best ensures the attainment of its objects.

[16] In *Piekut v Canada (National Revenue)*, 2025 SCC 13, the Supreme Court recently described how to apply the modern principle to statutory interpretation as follows:

> [43] The modern principle requires a court to interpret statutory language "according to a textual, contextual and purposive analysis to find a meaning that is harmonious with the Act as a whole" (*Canada Trustco Mortgage Co. v. Canada*, 2005 SCC 54, [2005] 2 S.C.R. 601, at para. 10; *R. v. Downes*, 2023 SCC 6, at para. 24). Even so, a court need not address text, context, and purpose separately or in a formulaic way, since these elements are often closely related or interdependent (*Bell ExpressVu* [2002 SCC 42], at para. 31; *Chieu v. Canada*

> *(Minister of Citizenship and Immigration),* 2002 SCC 3, [2002] 1 S.C.R. 84, at para. 28).
>
> [44] The modern principle reflects "the common law evolution of statutory interpretation over many centuries" (R. Sullivan, *The Construction of Statutes* (7th ed. 2022), at § 2.01[4]; see also S. Beaulac and P.-A. Côté, "Driedger's 'Modern Principle' at the Supreme Court of Canada: Interpretation, Justification, Legitimization" (2006), 40 *R.J.T.* 131, at pp. 141-42). It recognizes that statutory interpretation "cannot be founded on the wording of the legislation alone" (*Rizzo*, at para. 21) because "words, like people, take their colour from their surroundings" (*Bell ExpressVu*, at para. 27, quoting J. Willis, "Statute Interpretation in a Nutshell" (1938), 16 *Can. Bar Rev.* 1, at p. 6). As this Court has noted, "[w]ords that appear clear and unambiguous may in fact prove to be ambiguous once placed in their context. The possibility of the context revealing a latent ambiguity such as this is a logical result of the modern approach to interpretation" (*Montréal (City) v. 2952-1366 Québec Inc.*, 2005 SCC 62, [2005] 3 S.C.R. 141, at para. 10; see also *R. v. Alex*, 2017 SCC 37, [2017] 1 S.C.R. 967, at para. 31; *La Presse inc. v. Quebec*, 2023 SCC 22, at para. 23).
>
> [45] As a result, "plain meaning alone is not determinative and a statutory interpretation analysis is incomplete without considering the context, purpose and relevant legal norms" (*Alex*, at para. 31; see also *La Presse*, at para. 23; *Vavilov* [2019 SCC 65], at para. 118). At the same time, "just as the text must be considered in light of the context and object, the object of a statute and that of a provision must be considered with close attention always being paid to the text of the statute, which remains the anchor of the interpretative exercise" *(Quebec (Commission des droits de la personne et des droits de la jeunesse) v. Directrice de la protection de la jeunesse du CISSS A*, 2024 SCC 43, at para. 24).

[17] Kalmakoff J.A. also recently considered the modern principle of statutory interpretation in *Korvemaker v Whitley*, 2026 SKCA 15. He held where the statutory wording is clear and does not reveal any ambiguity, the text of the provision usually dominates the interpretive exercise. Although a court may adopt an interpretation that modifies or departs from the ordinary meaning of the statutory text, the ordinary meaning should prevail unless there is a reason to reject it based on contextual

2026 SKKB 38 (CanLII)

considerations sufficient to justify such a departure (para. 24). Finally, all legislation is presumed to have a purpose which courts should strive to discover and give effect to through the interpretive process. Interpretations that are consistent with legislative purpose should be adopted, while those that defeat or undermine legislative purpose should be avoided (para. 25).

[18] In this matter, the purpose of the *Act* is to establish a legal framework for resolving landlord and tenant disputes while aiming to balance the rights and responsibilities of both landlords and tenants. In *Newell v Director of Community Operations,* 2013 SKCA 110 at para 37, the Court of Appeal endorsed the purpose of the *Act* as being private in nature and a determination of rights between landlords and tenants. Similarly, in *Payne v Saskatoon Housing Authority*, 2024 SKKB 92 at para 12, Currie J. opined there is no dispute that the provisions of the *Act* are intended to strike a balance between the interests of tenants and landlords.

[19] Turning to the specific provisions at issue, the analysis must start with section 62 which provides that a tenant may apply pursuant to section 70 for compensation of their losses in two scenarios. The hearing officer, therefore, must determine first if either of the two scenarios under section 62 apply and then, secondly, what the amount of the tenant's losses are. The fact that section 62 specifically references "compensation for their losses" leads to the conclusion that there must be a determination on the amount of the losses before moving to section 70. It is only after that determination is made that the hearing officer moves to section 70, which provides the authority to make an order if it is just and equitable in the circumstances.

[20] Section 70(6) then provides that after a hearing, the hearing officer may make any order the hearing officer considers just and equitable in the circumstances. The section specifically references what is considered just and equitable "in the circumstances". In my view, this wording is important because it signals that the

2026 SKKB 38 (CanLII)

hearing officer must consider the totality of the circumstances based on all the evidence. The amount and types of losses suffered by the tenant must be one of the circumstances to be considered in determining what is just and equitable.

[21] There are numerous cases from this Court outlining the obligation of a hearing officer to consider what is just and equitable as directed in section 70(6) before making an order. Cases include: *Yeoman*; *Bell*; *Lavendar v Saskatoon Real Estate Services Inc.*, 2024 SKKB 16 [*Lavendar*]; *Lucier*; *Antony v Boardwalk REIT Properties and Holdings Ltd.* (16 November 2023), Saskatoon KBG-SA-01167-2023 (SKKB) [*Antony*]; *Sakebow v Camponi Housing Corp.* (28 September 2023), Saskatoon KBG-SA-01085-2023 (SKKB); *Williams v Elite Property Management Ltd.*, 2021 SKQB 46; *Unwin v Bender*, 2020 SKQB 116; *Eastview Housing Association Ltd. v Gerard*, 2016 SKQB 98; *Hart v Hunchak*, 2015 SKQB 117; *Grey v Storozuk*, 2012 SKQB 252; *Williams v Elite Property Management Ltd*., 2012 SKQB 215; *Hrycyk v Neves*, 2007 SKQB 189; and *Schoonover v Caswell*, 1997 CanLII 11400, 154 Sask R 186 (SKQB).

[22] This consideration is done at the end based on all the evidence available to the hearing officer. The hearing officer cannot skip making findings in relation to the tenant's losses because this is one of the factors which is relevant to a determination of what is just and equitable.

[23] This interpretation is consistent with the plain wording of the *Act* and the purpose of the *Act*. The analysis of what is just and equitable under section 70(6) must occur at the end to ensure that the rights and responsibilities of both landlords and tenants are balanced and based on the totality of the circumstances.

[24] The hearing officer's failure to make any findings with respect to the losses suffered by the tenant and his reversal of the analysis was an error of law. An application pursuant to section 62 of the *Act* must proceed with the following analysis:

2026 SKKB 38 (CanLII)

(1) Was there a breach of section 62 of the *Act*?

(2) What compensation or losses has the tenant suffered?

(3) Is it just and equitable in the circumstances to order compensation?

(ii) *Did the hearing officer err in law by misapprehending or ignoring evidence?*

[25] As set out earlier, this Court can only interfere with findings of fact where there was an error of law; findings of fact will only constitute an error of law in limited circumstances, including: 1) no evidence; 2) irrelevant evidence; 3) disregarded relevant evidence; 4) mischaracterized relevant evidence; or 5) an unfounded/irrational inference.

[26] The tenant argues the hearing officer's findings of fact were an error of law because he disregarded or ignored the relevant evidence of the tenant. While I agree the hearing officer did not engage with the tenant's evidence to the same degree as he did with the landlord's evidence, it cannot be said that he disregarded or ignored the tenant's evidence completely such that it would amount to an error of law.

[27] The hearing officer spent two pages of the *Decision* summarizing and reiterating the evidence of both the tenant and landlord. He also spent time summarizing many of the tenant's arguments. He was clearly aware of the tenant's evidence and arguments.

[28] While I agree the hearing officer's analysis focused primarily on the arguments from the landlord, his *Decision*, read as a whole, shows he was alive to the evidence from the tenant and considered it in making his findings of fact. Accordingly, I find there is no error of law in the hearing officer's findings of fact.

2026 SKKB 38 (CanLII)

(iii) ***Did the hearing officer err in law or breach procedural fairness by failing to consider the tenant's circumstances in determining what is just and equitable?***

[29] A hearing officer's obligation to consider what is just and equitable under section 70(6) is also closely tied to their obligation to provide sufficient reasons for their decision. This Court has repeatedly commented on the requirement that a hearing officer must provide meaningful reasons for their decision. The most recent cases which discuss this are *Bell*, *Lavendar*, *Lucier*, *Hoth* and *Antony*.

[30] In *Antony*, Dovell J. found an error of law in the hearing officer's section 70(6) analysis because he did not consider the personal circumstances of the tenant, including the length of the tenancy, the tenant's efforts to obtain disability benefits and the circumstances of the tenant's children. She also found there was no degree of procedural fairness accorded to the tenant.

[31] Similarly, in *Bell*, Elson J. took issue with the hearing officer's section 70(6) analysis at para. 38 where he stated,

> [38] …While the hearing officer described somewhat more evidence than in *Lavendar*, such as a general description of the tenant's personal and health-related challenges, he said nothing about how this evidence factored in his s. 70(6) analysis. Further, the brevity of the *Decision* arguably leads to the impression that the hearing officer simply adopted the landlord's view that the possession order amounted to a "precaution". If this impression is correct, the *Decision* contains no reasoning about how such a precaution would translate into a possession order that "accords with justice and equity".

[32] The hearing officer's *Decision* in this matter contained two paragraphs explaining why in his view an order for compensation was not just and equitable in the circumstances. Those paragraphs made no mention, nor analysis of the tenant's evidence or arguments.

2026 SKKB 38 (CanLII)

[33] Because the hearing officer skipped a step in his analysis, he failed to consider the tenant's evidence in determining what was just and equitable in the circumstances. Although he referenced the tenant's evidence and arguments earlier in the *Decision,* he made no findings with respect to the tenant's losses and only discussed the landlord's circumstances in his analysis of what was just and equitable.

[34] A proper analysis under section 70(6) in the circumstances of this case might consider factors such as: the length of the tenancy, the tenant's personal circumstances, including his financial hardship, that he is on social assistance, and that he supports his four children, the fact that the tenant was forced to move to a unit with significantly higher rent, the losses the tenant suffered as a result of the breach, the landlord's actions, including the seriousness of the breach, and the landlord's personal circumstance, including his financial hardship and unforeseen circumstances. My point is that a proper section 70(6) analysis must be based on the totality of the circumstances, rather than only the landlord's circumstances.

[35] The hearing officer either failed to consider the tenant's circumstances, or he failed to provide sufficient reasons showing he considered the tenant's circumstances. In any event, his failure to conduct a complete analysis under section 70(6) which considered all the circumstances was an error of law and a breach of procedural fairness.

Conclusion

[36] For the reasons outlined in this decision, the appeal of Mr. Leachman is allowed. The *Decision* is quashed, and the matter is remitted to the ORT for a rehearing.

_____J.
R.C. WEMPE

2026 SKKB 38 (CanLII)