

COURT OF APPEAL OF YUKON

Citation: *Yukon (Government of) v. Tarka*,
2026 YKCA 8

Date: 20260616
Docket: 24-YU924

Between:

Government of Yukon

Respondent
(Plaintiff)

And

Len Tarka and Eric DeLong

Appellants
(Defendants)

Before: The Honourable Madam Justice DeWitt-Van Oosten
The Honourable Mr. Justice Grauer
The Honourable Justice Donegan

Supplementary Reasons to: *Yukon (Government of) v. Tarka*, 2026 YKCA 2,
Whitehorse Docket 24-YU924.

Counsel for the Appellants: V. Larochelle

Counsel for the Respondent (via videoconference): K. Sova

Place and Date of Hearing: Vancouver, British Columbia
June 11, 2025

Place and Date of Judgment: Whitehorse, Yukon
January 28, 2026

Written Submissions Received From the Appellants: May 5, 2026

Written Submissions Received From the Respondent: May 15, 2026

Place and Date of Supplementary Judgment: Whitehorse, Yukon
June 16, 2026

Supplementary Reasons of the Court

Summary:

These supplementary reasons address the question of costs. Mr. Tarka (the appellant) succeeded in the appeal. Government of Yukon (the respondent) agrees he is entitled to costs of the appeal and in the Court below. However, the parties disagree on the scale at which those costs should be assessed. Mr. Tarka says costs should be assessed at a higher than ordinary scale because of the number of factual and legal issues that required determination and the complexity of the case. HELD: Costs in both courts are to be assessed as ordinary.

Supplementary Reasons for Judgment of the Court:

[1] On January 28, 2026, we released judgment in this appeal. The appeal was allowed on the basis that the judge erred in interpreting the lease agreement at issue between the parties. We allowed the appeal and interpreted the lease agreement as providing for a term of 30 years, renewable during the life of the lessee, at the lessee's option, for a term of up to 30 years.

[2] Given this result, we dismissed Yukon's application for an order for vacant possession. We noted that Yukon is entitled to any outstanding lease payments forthwith.

[3] As the successful party, Mr. Tarka is entitled to his costs in this Court and for the summary trial in the Supreme Court of Yukon. The respondent, Government of Yukon, does not dispute that such is the case. However, the parties disagree on the scale at which those costs should be assessed. Mr. Tarka asks that costs be assessed on a higher scale in both courts on the basis that the case raised multiple factual and legal issues, involved a voluminous record, and was unusually complex. The respondent disagrees, submitting the case should be treated as one of ordinary difficulty.

[4] We have reviewed and considered the parties' submissions on costs. We are not persuaded the case raised novel, unusual, or difficult issues of law, fact, or construction to the extent that increased costs are justified.

[5] The legal principles applied by this Court and the Supreme Court in resolving the parties' dispute are well-established. As noted by the summary trial judge,

the issues raised in the case “revolve[d] principally around the interpretation of documents”. The facts were “generally uncontested”: *Yukon (Government of) v. Tarka*, 2024 YKSC 40 at para. 15. This was a one-day summary trial. Mr. Tarka succeeded in the appeal applying the principles of contractual interpretation, a common analytical exercise. Many cases involving contractual interpretation raise multiple issues, some of which are interwoven, some of which are not. The fact that this is so does not take the case out of the ordinary.

[6] In the circumstances, we agree with the respondent’s position on costs.

[7] Accordingly, costs in both courts should be assessed as ordinary: at scale 1 in this Court (*Court of Appeal Rules, 2005*, Appendix B, ss. 2(1)–2(2)(a)) and at scale B in the Supreme Court (*Rules of the Supreme Court of Yukon*, Appendix B, s. 2(b)(ii)).

“The Honourable Madam Justice DeWitt-Van Oosten”

“The Honourable Mr. Justice Grauer”

“The Honourable Justice Donegan”