

**NASSIM A. NASSIM**, Appellant, v. **ABI JAOUDI AND AZAR TRADING CORPORATION**, Appellee.

APPEAL FROM THE CIRCUIT COURT FOR THE SIXTH JUDICIAL  
CIRCUIT, MONTSERRADO COUNTY.

Heard: May 4, 1998. Decided: August 6, 1998.

1. The termination of a person's employment extinguishes the fringe benefits he enjoyed during his employment.
2. Where as part of the benefit of employment the employer secures or obtains a place of residence for the employee, the employee is duty bound to vacate said premises upon the termination of his contract of employment even where the employee has grievances against his employer in respect of the contract of employment.
3. No award to a former employee arising out of grievances against his employer will include an order for the former employee to continue occupancy of a property assigned to him by his employer to reside in during the period of his employment. So the withholding of the premises by an employee from an employer after termination of the contract of employment is wrongful.
4. After the termination of the contract of employment, a former employer has the right to claim damages in the form of reasonable rent from his former employee who refuses to vacate and turn over the property assigned to such employee during the period of employment as a benefit of the contract of employment.
5. The relief granted by the court to any party litigant may include damages for wrongful entry on or withholding of the property which is the subject of the action.

Appellant Nassim A. Nassim was a party litigant in an action of summary proceedings to recover possession of real property instituted against him by appellee, Abi Jaoudi and Azar Trading Corporation, his former employer. Appellant was adjudged liable to the appellee for the sum of US\$3,600.00 as damages for wrongfully withholding of the premises of the appellee which was provided to him as part of his employment benefit while he was in the employee of the appellee, but which he had continued to occupy and refused to turn over to the appellee following the termination of his employment relationship with the appellee. Although the appellant was, on the mentioned judgment, evicted from the premises, he appealed the

judgment to the Supreme Court for review, especially as it related to the amount of damages. The basis of the appellant appeal was that he was paid his redundancy pay in Liberian dollars whereas the damages had been awarded in United States dollars. He also claimed that he was never informed by the appellee that it had leased the premises or agreed to lease the premises to another person for the amount claimed by the appellant, and to notify him that if he failed to move he would be held liable for the loss of the rental forfeited as a result of his wrongful withholding of the premises.

The Supreme Court affirmed the judgment of the trial court as to the wrongful withholding of the premises, stating that the appellant had been given the premises as a benefit attached to his employment with the appellant, and that once his employment relationship with the appellant was terminated, the benefits enjoyed by him were extinguished and he was no longer entitled to the enjoyment thereof, including occupancy of the premises which had been put at his disposal. The appellant's remedy, the Court opined, was compensatory relief if he had prevailed against his employer in the labor proceedings. Hence, it said, his continued occupation of the premises and refusal to move as requested by the appellant was wrongful withholding for which he could be held liable in damages. The Court noted, however, that the damages should have been assessed in Liberian dollars rather than in United States dollars, especially as his redundancy payment had been made in Liberian dollars. The Court therefore ruled that the US\$3,600.00 awarded the appellee should be L\$3,600.00. With the foregoing modification, the judgment was affirmed.

James C. R. Flomo appeared for appellant. F. Musah Dean and Felicia V. Coleman appeared for appellee.

MR. JUSTICE JANGABA delivered the opinion of the Court.

This case originates from the Civil Law Court for the Sixth Judicial Circuit Court, Montserrado County, wherein a judgment was rendered against the appellant in an action of summary proceedings to recover possession of real property instituted by the appellee on May 27, 1992. In those proceedings, the appellant was held liable for the sum of US\$3,600.00 as rental due appellee, covering the period March 1, 1992 to August 31, 1993.

The facts, as culled from the records in this case, disclose that the appellant, Nassim A. Nassim, a Lebanese national, entered into an employment contract with appellee on June 30, 1970 and remained in that employment until August 25, 1991 when his

employment was terminated by appellee in consequence of the Liberian civil crisis in 1990. He was asked to collect his redundancy pay and vacate appellee's apartment, but refused to comply with the request on the ground that the letter of redundancy violated several provisions of his employment contract.

Appellant, on the 7th day of April, A. D.1992, filed a formal complaint against appellee with the Ministry of Labour for unfair labor practices. This Court affirmed and modified the judgment of the National Labor Court, and awarded appellant the amount of LD\$40,300.00 during its 1993 October Term, decided February 18, 1994. This Court, upon a petition for re-argument filed by appellant, awarded the costs of his airplane tickets for his family's repatriation to Lebanon, in addition to the earlier award of L\$40,300.00 plus a return of this two (2) checks of US\$10,000.00. That judgment was handed down on February 16,1995, during the October 1994 term of this Court.

As already stated hereinabove, appellee instituted an action of summary proceedings to recover possession of real property on May 27, 1992, against the appellant, in the Six Judicial Circuit Court. A judgment was rendered in favor of appellee on August 25, 1993 and appellant was held liable to pay the amount of US\$3,600.00 as damages for unlawfully withholding the appellant's apartment from March 1, 1992 to August 31, 1993. On the 25th day of August, A. D.1993, the trial court issued a writ of possession, which was served and returned served, and appellant evicted from the subject property. It is from this judgment that appellant appealed to this Court, meeting all the statutory requirements in perfecting the appeal to this Court.

Appellant contended that the trial court committed a reversible error when it awarded appellee US\$200.00 per month as rental for wrongful withholding of apartment amounting to US\$3,600.00, notwithstanding appellant's monthly salary of LD\$1,550.00 per month. In short, appellant argued that his monthly rental payment is in excess of his monthly salary.

Appellant also contended and argued before this Court that he could not be considered to be illegally withholding the subject property during the pendency of the action of summary proceedings to recover possession of real property. This Court says that the termination of appellant's employment extinguished the fringe benefits he enjoyed during his employment. Appellant was entitled to compensatory relief if he had prevailed against his employer during the litigation of the labor proceedings. Therefore, the contention of the appellant is not sustained as the appellee was entitled to the possession of this subject property.

It was further contended by appellant that appellee failed to produce any lease agreement entered into between appellee and its potential tenant, Mezbau, and that appellee also failed to notify appellant as to the leasing of the apartment for US\$500 per month and the payment of said amount should appellant fail to vacate said premiss. We are in agreement with the contention of appellant, in that the records in this case are devoid of any evidence showing a lease agreement between appellee and its potential tenant substantiating appellee's claim of US\$500.00 rental per month. Further, there was no notice to the appellant as to the leasing of the subject property and that the appellant would be held liable for the payment of US\$500.00 rental should he fail to vacate said premises. Appellant therefore requested this Court to reverse the judgment of the lower court.

On the other hand, appellee contended that the appellant is liable to appellee in damages in the amount of US\$200.00 per month for the period in which appellant withheld the apartment from appellee on grounds that appellant refused to vacate appellee's apartment notwithstanding the termination of the employer-employee relationship which had earlier placed appellant in occupation of said apartment.

Appellee also argued that it negotiated and finalized arrangements with Mezbau, a corporation doing business in Liberia, for a monthly rental of US\$500.00, but that it lost said income due to the failure of appellant to vacate the subject property. Appellee maintained that it was entitled to recover the rental value of the apartment for the period in which appellant wrongfully and illegally withheld its apartment.

Appellee therefore requested this Court to affirm and confirm the final judgment of the trial court awarding it US\$3,600.00, plus 6% legal interest per annum, covering the period August 25, 1993 up to and including the date of execution of the final judgment by the Civil Law Court, Sixth Judicial Circuit.

The only issue for the determination of this case is whether or not appellant is liable to appellee in damages in the amount of US\$200.00 per month for the period in which appellant withheld the apartment.

The records in this case reveal that there was an employer-employee relationship between the appellee and the appellant, as consequence of which the appellee/employer, provided appellant/employee an apartment early 1980, in lieu of \$100.00 monthly rental that appellee used to pay to the appellant. This relationship however was terminated in 1991 due to the 1990 Liberian civil conflict. Appellant,

upon institution of labour proceedings against his employer, was awarded his remunerations. The termination of his employment extinguished the employer--employee relationship, and the institution of the labour proceedings did not also allow him the continuous enjoyment of his fringe benefits. Appellee indeed was entitled to the recovery of damages for appellant's failure to vacate his property, as contemplated by the Civil Procedure Law, Rev. Code 1:62.22., relating to an action of summary proceedings to recover possession of real property.

The main question is, in what currency should the damages be paid by appellant to appellee? It is argued by both parties, and the records in this case clearly show, that the appellant's monthly salary was paid in local currency in the amount of LD\$1,550.00, and that his redundancy payment was also made in local currency as herein mentioned in this opinion.

We also reviewed the records and observed the exchange of letters dated December 16, 1991 and December 23, 1991, respectively, between the appellee and its potential tenant, Mezbau, with respect to the leasing of the subject property for the amount of US\$500.00 per month. We observed, however, that the arrangement was never finalized by a lease agreement as contemplated by both parties. There is also no evidence that appellee ever notified appellant regarding the leasing of the premises to Mezbau, and that he would be liable to pay the rental of US\$500.00 per month for his failure to vacate the apartment. This Court therefore declines to award appellee damages in the amount of US\$200.00 per month for the wrongful withholding of its property, in the absence of a lease agreement as to the rental value of the apartment and a notice to the appellant with reference to the leasing of the property.

Wherefore, and in view of the foregoing, it is the considered opinion of this Court that the judgment of the trial court appealed from should be, and the same is hereby affirmed and confirmed with modification that the rental value of US\$200.00 per month totaling US\$3,600.00 for the apartment should be paid in Liberian dollars by appellant. The Clerk of this Court is hereby ordered to send a mandate to the court below informing the judge presiding therein to resume jurisdiction over this case and to give effect to this opinion. Costs are disallowed. And it is hereby so ordered.

*Judgment affirmed, with modification.*