

**RENT REGULATION BOARD**  
**MAGISTRATE DR JOSETTE DEMICOLI LL.D**

**Duncan Mizzi**

**Vs**

**Kevin Agbigbi**

**Sworn Application No: 193/19**

**Today 30<sup>th</sup> June 2020**

**The Board,**

Having seen the application filed by Duncan Mizzi whereby he stated:

1. That he is the owner of the commercial premises having the address 'Big Mama/Kaya Pub Snack Bar', Mosta Road, St Paul's Bay, which was leased to Kevin Agbigbi against the rent of €60 daily payable monthly from the 4<sup>th</sup> December 2018 till the 4<sup>th</sup> December 2021, as results from the private writing, that is, the contract of letting dated 4<sup>th</sup> December 2018 ('The Contract'). A copy of the contract is hereby annexed and marked as Document B.
2. It results that the defendant has been charged with having committed grievous bodily harm and slight injuries on another person on the 13<sup>th</sup> April 2019 and he was held under preventive custody in the Cordin Corradino Facility. Till today the defendant has not been granted bail and thus presently he is still under arrest.
3. Upon a request put forward by the defendant to the Court of Magistrates (Malta) as a Court of Criminal Judicature it was ordered that defendant

could, upon being accompanied by the Inspector, to access his bank account and pay the rent due to applicant. In this way, defendant paid the rent due for April 2019 and half of the rent due for the month of May 2019. Unfortunately this procedure could not be repeated due to the fact that defendant gave the impression to applicant that there were no funds to pay the rent due.

4. That the payments due for rent for the second half of May 2019, for the month of June 2019 and for the month of July 2019 till today have not been paid.
5. In accordance with Clause 12 of the Contract, applicant sent a judicial letter dated 15<sup>th</sup> July 2019 to defendant to demand that he pays the rent due within fifteen days of him being notified of said letter.
6. Notwithstanding that this judicial letter has been notified to defendant by the court official on the 20<sup>th</sup> August 2019, the defendant is till today in default. A copy of the judicial letter and of the relative proof of notification are being annexed and marked collectively as Document C.
7. That the defendant has also been in default since he did not pay the bills of electricity and water of this property as agreed in Clause 8 of the Contract, that till today amount to €902.77 as can be seen from the bill of electricity and water issued by Arms Ltd, which is being annexed and marked as Document D.
8. That moreover it is to be stated that defendant has not paid the licence/contribution so that the property can be used as a 'Snack Bar – Second Class', that till today amounts to €850.09 and this in terms of Clause 14 of the Contract. A copy of the renewal notice of this licence/contribution is being annexed and marked as Dokument E.
9. Hence, according to Clause 12(a), (c), (e) and (f) of the Contract the defendant is in default of the contract.
10. That in terms of Clause 13 of the Contract, the right of the lessee to occupy the said premises should be terminated and the lessee should as soon as possible return the possession of the mentioned premises together with any furniture and equipment which has been listed in the inventory.

11. To the knowledge of applicant, defendant has no defence to put forward against his claim.
12. That he himself knows of the above-mentioned facts and confirms them upon oath.
13. Hence for this reason this case for defendant's eviction after the 30<sup>th</sup> July 2019 from the commercial premises bearing the address 'Big Mama/ Kaya Pub Snack Bar', Mosta Road, St Paul's Bay.

Hence, applicant has requested this Board in terms of Article 16A of Chapter 69 of the Laws of Malta, to order defendant to appear before it on a day and time as established by the Board and if the defendant does not appear he should be deemed in default, or if he fails to prove that he has a valid defence to contest the claims, the Board should:

1. Declare and decide that the lease of the premises 'Big Mama/ Kaya Pub Snack Bar', Mosta Road, St Paul's Bay leased by applicant to defendant is terminated and order the eviction of defendant from the said premises, which eviction should be done within a short and peremptory period established by the Board and this according to any conditions which the Board might deem opportune;
2. Condemn defendant to pay to applicant rent due as of second half of May 2019 till the day the premises are ceded;
3. Condemn defendant to pay applicant the last pending water and electricity bill, which includes arrears, which sum amounts to €902.77;
4. Condemns defendant to pay applicant the licence/contribution so that these premises can be used as a 'Snack Bar – second Class', which sum amounts to €850.19.

Expenses together with legal interest against defendant who is being sub-poened for a reference to his oath.

Having seen the sworn declaration.

Having heard the defendant in today's sitting asking this Board to be given the right to file a note of pleas, and the Board rejecting such request.

Having seen the acts and documents of this case.

### **Considers**

It results from the acts that applicant, being the owner of the commercial premises having the address 'Big Mama/Kaya Pub Snack Bar', Mosta Road, St Paul's Bay, leased said premises to Kevin Agbigbi against the rent of €60 daily payable monthly from the 4<sup>th</sup> December 2018 till the 4<sup>th</sup> December 2021, as results from the private writing dated 4<sup>th</sup> December 2018.

Applicant declared in today's sitting that the arrears till today amount to €10,900 which amount was contested by the defendant however no proof whatsoever has been brought forward at this stage that part of said amount has been paid.

Defendant asked to be given the right to file a note of pleas on the basis that today he was under the impression that the parties had reached an agreement, so much so that defendant's girlfriend has brought with her the amount of €2,000 to pay to applicant and she was ready to pay the bills and also pay a minimum of €500 per month to cover the back log. Secondly, the defendant had been given the opportunity by Mr Justice Giovanni Grixti to pay the amount of €2,300 to Duncan Mizzi while defendant was still in prison.

The Board, after having heard submissions by the parties, deemed that defendant had not proven to the satisfaction of the Board that prima facie he has valid pleas to bring forward. Hence the Board rejected the request by defendant to file a note of pleas.

Thus, since the Board deems that the request for eviction should be acceded to due the fact that it is merited because defendant was in default of his obligations as results from the acts.

The rest of the claims will be decided upon at a later stage.

### **Decide**

For the above-mentioned reasons, and in terms of Article 16A of Chapter 69 of the Laws of Malta, this Board hereby accedes to applicant's first claim and orders that defendant evicts from premises 'Big Mama/ Kaya Pub Snack Bar', Mosta Road, St Paul's Bay within a peremptory period of one month.

The expenses in relation to this judgment will be decided upon together with the final judgment.

**Dr Josette Demicoli**  
**Magistrate**

**Cora Azzopardi**  
**Deputy Registrar**