

RENT REGULATION BOARD For the Islands of Gozo and Comino

**CHAIRMAN DR. SIMONE GRECH
B.A. LL.D. MAG. JUR. (EUR LAW)**

Sworn Application no 6/2020SG

Giovanna Debattista

Vs

Lewis William Quaye and Melissa Quaye

Today Thursday, 20th August 2020

The Board

After having seen the sworn application of Giovanna Debattista wherein it was submitted and confirmed on oath:

1. That she leases to defendants the apartment Flat 1, Crystal Palace, Block A, Triq ir-Rabat, Marsalforn, limits of Zebbug, Gozo, and this by virtue of a private writing of the 29th November 2019;
2. That this lease expired on the 31st May 2020;
3. That notwithstanding that this lease has ended, defendants are still occupying the same apartment;
4. That besides this, defendants have failed to pay rent for various months namely for the months of February, March, April and May for a total of €2,120, and other payments for water and electricity services which were agreed at €70 monthly for the same months totaling €280;
5. That clause number 2.1 of the above mentioned private writing says the following:-

“... Upon the expiration of this term the tenants shall be obliged to return and deliver back the premises to the landlord. Should tenants fail to deliver the premises at the end of this lease and

should such failure continue for more than a week, after that delivery has been requested by means of a letter, tenants shall be responsible in favour of the landlord for the payment of a penalty of four hundred Euro (€400) for each day of default, that is for each day until landlord obtains the full and effective control of the premises. This penalty is payable without prejudice to all other rights pertaining to the landlord against the tenants including the specific performance of the obligations and the payment of damages.”

6. That notwithstanding that they have been requested to vacate the premises by virtue of a letter of the 19th May 2020, defendants remained in the illegal occupation of the premises;
7. That by virtue of a letter dated the 1st June 2020, plaintiff invoked the clause number 21, which contemplated a penalty of €400 for each day during which defendants remain in the unlawful occupation of the premises;
8. That besides this penalty, defendants have to pay the rent and services as mentioned above;
9. That plaintiff wants to get paid this penalty, these arrears of rent and dues of services, and she also wants that plaintiffs be made to vacate the premises which they are occupying without any title and against the law;
10. That plaintiff opines that defendants have no valid defense to offer against her claims and consequently she opines that this board can hear and decide this case summarily according to Article 16A of Chapter 69 of the Laws of Malta;
11. This application is being confirmed on oath by plaintiff Giovanna Debattista who has full cognizance and awareness of the facts in this case.

Requests this Board to:

1. Hear and decide this case summarily according to Article 16A of Chapter 69 of the Laws of Malta;
2. Condemn defendants to pay plaintiff the sum of €2,120 representing the arrears of rent and €280 representing bills of service;
3. Condemn the defendants to pay plaintiff the sum of four hundred Euro (€400) daily from the day of the expiry of this lease till the date of definitive judgement;
4. Condemn defendants to vacate the premises leased to them within a short and preemptory time period to be fixed by the board.

With costs including VAT and including those of the interpellatory letters of the 19th May 2019 and 1st June 2020 and those of the garnishee order filed contextually with this case. The present claims are being done without prejudice to all other rights at law of plaintiff.

Having seen that defendants were duly notified.

Having seen that defendants appeared today and the Board deemed that they had no defence to raise against the applicant's demands for eviction.

Having seen that the applicant withdrew the second and third request without prejudice to her rights to proceed with regards to said claims in other procedures.

Having seen all the acts and documents of the case.

Considers

It results from the acts of this case that the applicant's demands should be acceded to.

Thus, the Board accedes to the first and fourth claim put forward by applicant and for the purpose of the fourth claim condemns the defendants to vacate Flat 1, Crystal Palace, Block A, Triq ir-Rabat, Marsalforn, limits of Zebbug Gozo within the peremptory period of one (1) month.

With costs against the defendant.

Simone Grech
Chairman

Silvio Xerri
D/Registrar