



RENT REGULATION BOARD

**Magistrate Dr. Monica Vella LL.D., M.Jur.
CHAIRPERSON**

Application Number 239/2019MV

**Dominic Camilleri (holder of identity
card number: 0218659 (M))**

Vs

**Norbert Istvan Horvath (holder of
identity card number: 0130557 (A));
Sandor Horvath (holder of Hungarian
passport number: BD8753430);
Maria Horvath (holder of Hungarian
passport number: BD8756619);
Mariana Rat (holder of identity card
number: 0069632 (A)); u Petru-
Guliano Marina (holder of identity
card number: 0069590 (A))**

Today, 11th December, 2020

The Board;

Having seen the application filed by the applicant which reads:

- “1. By means of a lease agreement of the 30th July, 2018, plaintiff rented to defendants the property 273, ‘Lewisa’, Triq Burmarrad, Burmarrad, San Pawl il-Bahar, for a period of two (2) years which commenced on the 1st August, 2018 in consideration of the rent of eight hundred Euro (€800) per month, which rent was payable monthly in advance and under all those terms and conditions contained in the same lease agreement, a copy of which is attached hereto and marked as ‘Document DC1’;
2. Defendants are not paying the rent due on time and this since instead of paying in accordance to what they bound themselves, they are making partial payments unto the plaintiff and currently they are in default of rent amounting to two hundred Euro (€200);
3. Defendants also defaulted in paying water and electricity bills and due by them in accordance to clause 2 of the lease agreement above mentioned which amount to seven thousand six hundred and sixty Euro and twenty one cents (€7,660.21) and this as evident from the bill attached hereto and marked as ‘Document DC2’;
4. Although called upon amicably a number of times, defendants remained in default and plaintiff has no alternative but to terminate the lease agreement above-mentioned in terms of clause 15 of the same agreement;
5. Considering the fact that lease agreement in question was for an agreed period of one year di fermo and that this

termination was caused by default of defendants, the defendants are bound to pay not only the rent arrears mentioned in the second paragraph of this sworn application but also all the rent due until the end of the term agreed upon – until the 31st July, 2020 – in the amount of seven thousand and two hundred Euro (€7,200);

6. Therefore this case had to be filed;
7. Plaintiff knows these facts personally and to his knowledge, defendants have no defence to raise against the claims contained herein;

Therefore, after making the necessary declarations and the appropriate provisions are made, the defendants are called upon to state why this Honourable Board should not uphold the claims of plaintiff who is hereby asking this Honourable Board:

1. Decide this cause according to the claims without hearing in terms of article 16A of Chapter 69 of the Laws of Malta;
2. Declares the termination and dissolution of the lease agreement owing to defaults of defendants to honour his contractual obligations, that is, the reasons abovementioned, authorizes plaintiff to take back possession of the property mentioned above and consequently orders the eviction of defendants from the property 273, 'Lewisa', Triq Burmarrad, Burmarrad, San Pawl il-Bahar and this within a short and peremptory period established by this Honourable Board and for the reasons abovementioned;

3. Declares defendant debtor of plaintiff in the amount of two hundred Euro (€200) representing rent arrears and in the amount of seven thousand six hundred and sixty Euro and twenty one cents (€7,660.21) representing water and electricity bills and orders and condemns defendants to pay the same amounts to plaintiff;
4. Declares that defendants are also responsible for the payment of an additional amount of seven thousand and two hundred Euro (€7,200) since the lease agreement was for an agreed period of one year di fermo and the termination was caused by defaults of defendants and orders and condemns defendants to pay this amount to plaintiff;

With costs, including those of the garnishee order filed concurrently, and with legal interests until date of effective payment against defendants who is from now called upon to testify. Expressly reserving any further right of action in accordance to law.”

The respondents did not file a reply notwithstanding that after hearing their objections to the request of the applicant for special summary proceedings, the Board granted the respondents twenty days within which to file a reply.

Having seen all the acts of the case.

Having heard witnesses.

Having seen and examined the evidence and all the documents brought before it.

Having heard the final submissions on behalf of the applicant.

Having seen that the case was put off for judgement.

Considers:

That the respondents did not file a reply notwithstanding having been granted by the Board a right of reply.

Moreover, the respondents have not contested the said claims in any manner, except verbally in the first sitting and did not bring forward any evidence to contest the said claims and substantiate their verbal contestations.

That from the applicant's sworn declaration filed together with the application, from the evidence given by the witness Maryrose Camilleri and from the documents exhibited in the acts of the proceedings, the claims made by the plaintiff have been sufficiently proved and therefore such claims merit to be granted by the Board.

Decides:

The Board, therefore, since the first request has already been dealt with in the first sitting, hereby (1) abstains from taking further cognizance of the first request, and (2) accedes to the second request and declares that the said lease agreement is terminated and dissolved owing to defaults of respondents to honour their

contractual obligations and therefore, authorizes the plaintiff to take back possession of the property mentioned above and consequently orders the eviction of respondents from the property 273, 'Lewisa', Triq Burmarrad, Burmarrad, San Pawl il-Bahar and this within a peremptory period of thirty days from today, and (3) accedes to the third request and declares respondents, jointly and severally between them, debtors of plaintiff in the amount of two hundred Euro (€200) representing rent arrears and in the amount of seven thousand six hundred and sixty Euro and twenty one cents (€7,660.21) representing water and electricity bills and orders and condemns respondents jointly and severally between them to pay the same amounts to plaintiff and (4) accedes to the fourth request and declares that respondents, jointly and severally between them, are also responsible for the payment of an additional amount of seven thousand and two hundred Euro (€7,200) since the lease agreement was for an agreed period of one year di fermo and the termination was caused by defaults of respondents and orders and condemns respondents jointly and severally between them to pay this amount to plaintiff.

With costs, including those of the garnishee order filed concurrently with this procedure, and with legal interests until date of effective payment, against the respondents jointly and severally between them.

(ft) Magistrate Dr. Monica Vella LL.D., M. Jur.

(ft) Angelo Buttigieg
Deputy Registrar