

RENT REGULATION BOARD

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

Sworn Application no 11/2021 SG

Joseph Attard

Vs

Keith Mockett

Today Tuesday, 22nd February 2022

The Board,

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

- “1. That applicant granted on lease to the defendant the apartment internally marked as number nine (9), TheZeldo Apartments, Nabla Street, Marsalforn, limits of Zebbug, Gozo, by virtue of a lease agreement dated the fifteenth (15th) June of the year two thousand and twenty (2020), a copy of which is herewith attached and marked as document 'JA1'.*
- 2. That the lease terminated on the fifteenth (15th) June of the year two thousand and twenty-one (2021), and plaintiff had informed that he did not wish to re-lease the premises.*
- 3. The despite this the respondent still occupies the leased property to this date.*
- 4. That the defendant has been requested to vacate the leased property by virtue of a judicial letter sent in June of the year 2021 (a copy of which is herewith attached and marked as document JA2), however, the defendant has failed to comply.*
- 5. That the applicant wishes the defendant to vacate the apartment since the lease terminated.*

6. *That applicant declares that to his best knowledge and belief the defendant does not have a valid defence to rebut the applicant's claims, and that this application can be decided by this Honourable Board in terms of Article sixteen letter 'A' (16A) of Chapter sixty-nine (69) of the Laws of Malta.*
7. *That this application is being done and is being confirmed on oath by applicant Joseph Attard who has full knowledge of the facts in dispute.*

Thus, let the defendant explain why this Honourable Board should not:

1. *Decide the case by allowing the applicant's demands with costs in terms of the provisions of Article 16A of Chapter 69 of the Laws of Malta without proceeding to trial;*
2. *Declares that defendant has no further rights of lease on the apartment number nine (9), TheZeldo Apartments, Nabla Street, Marsalforn, limits of Żebbug, Gozo; since the lease has terminated.*
3. *Orders the defendant to evict the premises within a short and peremptory period;*

The applicant reserves the right to any further judicial action against the defendant for other rights pertaining to him.

Defendant is to be condemned to pay the legal and judicial costs hereof as well as the costs of the judicial letter sent in June 2021.

Defendant is being from now onwards being subjected to the formal examination.”

Having seen that defendant was duly notified.

Having seen that defendant appeared on 8th February 2022 and the case was adjourned so that defendant take the necessary steps in order to be assisted by a lawyer.

Having seen that defendant did not appear for today's sitting notwithstanding that he was aware of the said sitting.

Having heard the testimony of plaintiff.

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 all the three claims brought forth by plaintiff and for the purpose of the third claim condemns the defendant to vacate Flat 9, Thezeldo Apartments, Triq tan-Nahla, Marsalforn, Zebbug, Gozo within the peremptory period of one (1) month.

With costs against the defendant.

(sgnd) Simone Grech
Chairman

(sgnd) Silvio Xerri
D/Registrar

True Copy

f/Registrar

22.02.2022 – Bord11.2021 – Attard Joseph vs Mockett Keith
581