



RENT REGULATION BOARD

Chairman Dr. Joseph Mifsud B.A. (Legal & Int. Rel.),

B.A. (Hons), M.A. (European), LL.D.

F.S.M Estates Limited

vs

Stuart Gray

Sworn Application : 38/2023JM

Today 28 of March, 2023

The Board,

After having seen the sworn application of Joseph Attard wherein it was submitted and confirmed on the 24th of January 2023,

1. That the plaintiff is the director and shareholder of company F.S.M Estates Limited and confirms that he has all the personal knowledge of the following facts.
2. That by a private writing dated the 20th January 2022 (Doc. A), plaintiff company granted by title of lease to defendant Stuart Gray premises No. 4, Wardija Hilltop Village, Ballut Road, Wardija for a period of one year at a monthly rent of €1,300, payable every month in advance on the 20th day of each month, and under those other

terms and conditions therein agreed to – which lease was duly registered with the Housing Authority with No. LL031972;

3. That, as it appears in the attached statement Doc. B, defendant only paid the sum of €350 on account of the rent that fell due on the 20th July 2022 and has failed to make any further payments since, which means that defendant owes the sum of €7,450 in arrears of rent covering the period from the 20th July 2022 to the 19th January 2023, and this apart from the further amount of €346.52 being water and electricity bills relative to the premises in question – a total of €7,796.52; although defendant was called upon to pay several times to pay his dues and to conform to all the obligations he undertook in the lease contract, he replied that he was not in a position to pay, amongst other reasons, until he found a new employment;
4. That in these circumstances, in August 2022 plaintiff company gave defendant notice – which notice was copied to the Housing Authority – of its intention to terminate the lease on the expiry of the period of one year, that is on the 19th January 2023, however the defendant verbally informed the company manager, Joseph Mamo, that he had no intention of vacating the property;
5. That although the term of the lease expired and the defendant had been duly notified according to law of such termination – thus as of the 20th January 2023, defendant is occupying the premises abusively and illegally – he is still refusing to give up possession of the premises till this very day;

That as far as I know, defendant has no defence to put up against the company's claims;

Therefore, without proceeding to trial in terms of Art. 16A of Chapter 69 of the Laws of Malta, the plaintiff company is requesting this Board to:

- (1) Subsequent to a declaration that the lease of premises No. 4, Wardija Hilltop Village, Ballut Road, Wardija in favour of defendant expired on the 19th January 2023 and hence as of the

20th January 2023, defendant is occupying the premises without legal title and hence abusively and illegally - consequently to condemn defendant to vacate the said premises in a short and peremptory period; and

- (2) To condemn defendant to pay plaintiff company the sum of seven thousand seven hundred ninety-six Euro and fifty-two cents (€7,796.52), made up as to €7,450 arrears of rent for the period July 2022 to the 19th January 2023 and €346.52 being water and electricity bills relative to the premises in question.

With costs, including the legal letters of the 11th August 2022 and the 19th January 2023, and reserving any other action for damages, including compensation until the surrender of the tenement, against defendant who is being called upon to a reference to oath.

Considers:

Having seen all the acts of this case;

Having heard the testimony of plaintiff.

Having seen that the Board can proceed by delivering its judgement;

Further considers:

Article 167 of the Code of Organisation and Civil Procedure deals with special summary proceedings, better known in common courtroom parlance as “kawża bil-giljottina”.

In actions within the jurisdiction of the superior courts of Malta, where the demand is solely: (a) for the recovery of a debt – certain, liquidated

and due – not consisting in the performance of an act; or (b) for the eviction of any person from any urban or rural tenement, with or without a claim for ground rent, rent or any other consideration due or by way of damages for any compensation, up to the date of the surrender of the tenement, or (c) for the eviction of an operator, lessee or other occupants, including any members of their staff from seagoing vessels or aircrafts, this article provides that it shall be lawful for the plaintiff to request in the sworn application that the court gives judgment allowing his demand, without proceeding to trial.

The plaintiff, when bringing an action in terms of this article, must state that, in his/her belief, there is no defence to the action.

In such cases provided for in this article, the sworn application is to contain an order to the defendant to appear before the court on an appointed day and at a stated time not earlier than 15 days and not later than 30 days from the date of service.

If the defendant fails to appear at the hearing so appointed, or if he appears and does not impugn the proceedings taken by the plaintiff, on the ground of irregularity or inapplicability or, having unsuccessfully raised such plea, does not by his own sworn evidence, or otherwise, satisfy the court that he has a prima facie defence, in law or in fact, to the action on the merits, or otherwise discloses such facts or issues of law as may be deemed sufficient to entitle him to defend the action or to set up a counterclaim, the court shall forthwith give judgment, allowing the plaintiff's claim.

Where leave to defend is given, the action shall be tried and determined in the ordinary course.

DECIDE:

The court decides that the defendant has no defence to put up against the company's claims, so therefore there is no need to proceed to trial in terms of Article 16A of Chapter 69 of the Laws of Malta.

The Board declares that the lease of the premises number 4, Wardija Hilltop Village, Ballut Road Wardija, in favour of the defendant expired on the 19th January 2023, and hence as of the 20th January 2023 the defendant is occupying the premises without legal title and consequently condemn the defendant to vacate the said premises in a month's time from today.

The Board also condemn the defendant to pay the plaintiff company the sum of seven thousand, seven hundred, ninety-six and fifty-two cents €7,796.52 made up from the period of July 2022 till January 2023 and one hundred and sixty-three euros and thirty-five cents €163.35 + €183.17 one hundred, eighty-three euros and seventeen cents of water and electricity bills.

With legal costs against the defendant.