



IN THE RENT REGULATION BOARD

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

**Application Number
62/2021MV**

**Caroline Vella (ID Card
No. 102668M)**

Vs

**Matthew Alan (ID Card
No. 0337019L) and
Christine Louise (ID Card
No. 0256364A) spouses
Farrugia**

Today, the 3rd December 2021

The Board;

Having seen the application of Caroline Vella (ID Card No. 102668M)
which reads:

- “1. That by virtue of a private deed dated seventeenth (17th) of
December of the year two thousand and twenty (2020) (a copy

of which is hereby annexed and marked as 'Doc A'), the applicant granted by title of lease in favour of the respondents who by the same title of lease accepted, the premises addressed 'Pepprina', 8 Mons A. Mifsud, Pembroke, (without the garage numbered 10, Triq Mons A. Mifsud Pembroke) and this against the terms and conditions mentioned in the same deed;

2. That in terms of the same deed, the period of the lease of the premises was that of twelve (12) months, which period was to run from the first (1) of January two thousand and twenty-one (2021) and this against the rent of one thousand Euro (€1,000.00) monthly, payable on the first (1st) day of each month;
3. That in spite of this agreement, the respondents voluntarily and unilaterally entered the premises on the twenty-seventh (27) of December twenty-two thousand (2020) (and not on the first (1) of January 2021);
4. That in addition to this, the respondents defaulted in payment and although they paid for the month of January two thousand and twenty-one (2021), they were late in the payment of the month of February two thousand and twenty one (2021) (in fact the payment was deposited with the Agent on the nineteenth (19) of February two thousand and twenty-one (2021)), and for the month of March two thousand and twenty one (2021), the respondents to date have not made any rent payments despite being called upon for payment various times;

5. That to date, the respondents are in default of payment in the sum of one thousand Euro (€1,000.00) and this for the rent due on the first (1st) of March two thousand and twenty-one (2021);
6. That in addition, the same respondents in the meantime generated a large consumption of electricity and water. In fact, to date, they have generated bills amounting to six hundred, sixty-one Euros and ninety-three cents (€661.93) (as per statement attached hereto and marked as 'Doc B'). Taking into consideration that at the beginning of the lease the respondents paid a deposit of one hundred Euro (€100) on account of electricity and water bills, and also taking into account that from this amount the amount of thirty-five Euro (€35.00) representing the electricity and water consumption of the garage must be deducted, today the respondents are in arrears in payment to the applicant in the sum of five hundred and twenty-six Euros and ninety-three cents (€526.93);
7. That it is amply clear that the respondents have broken the terms of the lease contract and are in default of the payments as contractually agreed. That, although respondents were called upon to pay the amount due, the respondents did not comply;
8. That as a result, a proposal had been made by the applicant to terminate the lease amicably (legal letter attached hereto and marked as 'Doc C'), however this proposal was rejected and the respondents continued to occupy the tenement to date despite being in default of payments;

9. That the sum of one thousand Euro (€1,000.00) paid as a deposit should be returned to the respondents only after the return of possession of the premises to the applicant and after the appropriate inspection as contractually agreed, and this in order to determine whether there is any damage. In other words, the deposit cannot be used as a set off against the payments due by the respondents at this stage;
10. That therefore this case had to been instituted;
11. That the applicant is personally aware of these facts;
12. That in the opinion of the applicant, the respondents have no defence to make against the claims of the same applicant;
13. That therefore, the provisions for the pronouncement of judgement on this demand without proceeding to trial in terms of Article 16A of Chapter 69 of the Laws of Malta are applicable to these proceedings;

Therefore, respondents must therefore declare why, this Honourable Board should not:

1. Pronounce judgement on this demand without proceeding to trial as per Article 16A of Chapter 69 of the Laws of Malta;
2. Declare and decide that the respondents due to their default in payment violated the lease agreement dated seventeenth (17) of December twenty-two thousand (2020) and therefore the lease was terminated on the twenty-eighth (28) of February

two thousand and twenty-one (2021) and this in terms of the lease agreement attached hereto;

3. Condemn the respondents to vacate the premises 'Pepprina', 8 Mons A. Mifsud, Pembroke' in a short and peremptory time as may be determined by the Court;
4. Order the respondents to pay the total sum of one thousand, five hundred and twenty-six Euros and ninety-three cents (€ 1,526.93), of which one thousand Euros (€1,000.00) represent the lease due for the month of March two thousand and one twenty (2021) and the remaining five hundred and twenty-six euros and ninety-three cents (€526.93) represent the balance due for the electricity and water consumption;
5. Liquidate and orders the respondents to pay the applicant the compensation due to the applicant for the occupation of the premises by the respondents from the date of the termination as may be declared until the return of possession of the premises to the applicant;

With all costs and interests at the expense of the respondents, who are hereby being summoned under oath in submission of these proceedings.”

Having seen that the respondents appeared at the first hearing and contested the claims of the applicant.

Having heard the testimony of the respondents.

Having seen, that the respondents, were given a right to file a reply within twenty days to contest the said claims;

Having seen, that the respondents did not file any reply within the said time limit;

Having heard the testimony of the applicant;

Having seen that the respondents did not appear at any other sitting during these proceedings;

Having seen all the acts and the documents of the case.

Having heard the submissions on behalf of the applicant.

Having seen that the case was put off for judgement for today.

Considered:

The Facts in Brief

The applicant rented the premises in question to the respondents. Respondents were late in the payment of rent and thus in breach of the relative lease. Notwithstanding failure to pay the rent and utility bills, the respondents continue to occupy the premises.

Evidence

The applicant, Caroline Vella, testified on the 28th July 2021, whereby she confirmed her requests as explained in her application, and also presented sixteen documents to substantiate her requests, marked

Document CV1 to CV16. She also declared that she has no further evidence to produce and therefore the case was put off for her cross-examination and in default for final submissions of the parties.

Considered:

The Board will take no further cognisance of the applicant's first request for summary proceedings since this has already been decided as per minute of the sitting of the 11th May 2021, whereby the Board had granted the respondents twenty days to file a reply.

The Board also notes that in the sitting of the 11th May 2021 the applicant declared that "she has received possession of the vacant premises on the 8th May 2021 and consequently is not insisting on the request of eviction". This declaration was duly minuted in the minute of the same sitting.

The Board, therefore, will take no further cognisance of the third request of the applicant for eviction of the respondents from the said premises.

Considered:

That the respondents did not further the evidence they gave in the first sitting in any manner: they failed to file a reply and they also failed to be present in the various sittings held and this in order to further their objections and defence with respect to applicant's claims.

That from the evidence produced by the applicant the requests of the applicant have been amply proved and therefore, merit to be acceded to by this Board.

With regard to the liquidation of damages up to the day when the premises were returned to the applicant, the Board considers that an amount equivalent to the rent payable is sufficient to mete applicant's claims and at the same time reach an equilibrium with regard to the respondents. The Board also considers, that since the applicant could not possibly rent the premises again to third parties without being in possession of the said premises, the Board is awarding the applicant a further sum as damages in this respect amounting to two weeks of the rent due under the said agreement. The Board is limiting this period to two weeks considering that the original lease was relatively a short lease of twelve months.

Decides:

Therefore, the Board hereby accedes to the applicant's requests under paragraph two and (1) Declares and decides that the respondents due to their default in payment violated the lease agreement dated seventeenth (17) of December two thousand and twenty (2020) and therefore the lease was terminated on the twenty-eighth (28) of February two thousand and twenty-one (2021) and this in terms of the said lease agreement, and accedes to the applicant's request under paragraph three and therefore (2) Orders the respondents to pay the total sum of one thousand, five hundred and twenty-six Euros and ninety-three cents (€1,526.93), of which one thousand Euros (€1,000.00) represent the lease due for the month of March two thousand and one twenty (2021) and the remaining five hundred and twenty-six euros and ninety-three cents (€526.93) represent the balance due for the electricity and water consumption; and accedes to the applicant's request under paragraph four and therefore (3) Liquidates and orders the respondents to pay the applicant the compensation due to the applicant for the occupation of the premises by the respondents from the date of the termination until the return of possession of the premises to the applicant on the 8th May 2021 and this in the amount of one

thousand and seven hundred and nine Euro and seventy two cents (€1,709.72)¹.

The Board also orders that the costs of these proceedings are to be borne by respondents in solidum between them. The Board also condemns the respondents to the payment of interest in solidum between them on the full amount due at the rate established by law.

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

(ft) Angelo Buttigieg

Deputat Registrar

¹ Calculated as to €1,000 equivalent to rent due for the month of April 2021; plus 8 days rent, since applicant resumed possession of the premises on the 8th of May and two weeks rent as explained above amount to 14 days and therefore $1,000/31$ days (May) = 32.26×22 (8+14) days = €709.72