



RENT REGULATION BOARD

**MAGISTRATE
DR. JOSEPH GATT LL.D.**

Sitting held on Friday, 21st of March 2025

Application Number: 22/2025

Number on the list: 15

Jayenti Limited (C79099)

VS

**Daiva Kunstmonaite (Residence Permit MT3120517) and
Remigijus Lupeikis (K.I. MT7002720)**

The Board,

Having seen the sworn application filed in terms of article 16A of Chapter 69 of the Laws of Malta wherein the following grounds and claims were given:

- 1. That the applicant company is the owner of the apartment addressed at 102, The Metropole, Sir Adrian Dingli Street, Sliema, which apartment was leased to the respondents on the 10th of April 2024, and this in terms of the lease agreement*

*between the parties herein attached and marked **DOK A**;*

2. *That throughout the occupation by title of lease of the apartment in question, the respondents have incurred rental arrears amounting to four (4) months, and therefore they have to pay the applicant company the amount of three thousand eight hundred and forty four Euro (€3844), whereby notwithstanding the numerous promises made by the respondents that the rent will be paid, whereas the same respondents have remained in default and have occupied the apartment in question without any valid title by law;*
3. *That in light of such delay, the applicant company has called upon the respondents numerous times to regulate their position, even by means of a legal letter; however, they still remained in default. Copy of such legal letter herein attached and marked **DOK B**;*
4. *That the respondents have also delayed in payments towards bills for water and electricity services which serve the same apartment; as can be seen in the attached copy of pending utility bills herein marked **DOK ARMS**;*
5. *That subsequently, the applicant company proceeded by calling upon the respondents by means of a judicial letter with reference number 5921/2024 of the 15th of November 2024 to regulate their position in terms of the lease agreement, but even after the notification of the same act, the respondents still remained in default. Legal copy of the mentioned judicial letter herein attached and marked **DOK C**;*

6. *That notwithstanding the above, on the 4th of December 2024, the representative of the applicant company discovered that abusively the occupant respondents changed the locks of the same apartment and this without the consent of the applicant company, in breach of the lease agreement and without the applicant company's knowledge, and for this a police report was made with the Executive Police numbered 7/POL/7610/2024. A copy of the same report herein attached and marked **DOK** **D**;*
7. *In light of this the applicant company proceeded by terminating the lease with the Housing Authority for private residential leases and this in terms of an email that was sent on the 9th of December 2024, Copy of the said email herein attached and marked **DOK** **E**.*
8. *That as far as the applicant company knows, the respondents have no valid defence at law to bring in these proceedings and so are asking for this case to be summarily decided in terms of Article 16A of Chapter 69 of the laws of **Malta**.*
9. *That to this end, the affidavit of company director Theresa Tabone is being attached confirming the above stated, herein marked **DOK** **F**;*
10. *That finally, and for all intents and purposes, this copy is a faithful translation of the case introduced in the Maltese Language.*

Therefore, the applicant company humbly requests this Honourable Board so that it decides by;

1. *Accepts the requests of the applicant company without having to proceed to the hearing of the case, and this in terms of Article 16A of Chapter 69 of the Laws of Malta;*
2. *Declare that the rent of apartment addressed at 102, The Metropole, Sir Adrian Dingli Street, Sliema between the parties is terminated;*
3. *Authorises the applicant company to regain possession of the apartment addressed at 102, The Metropole, Sir Adrian Dingli Street, Sliema, and order the respondents to vacate immediately the same property and return the vacant possession of the property, and this within a short time frame established by this Honourable Board;*
4. *Declare the respondents as debtors in solidum of the applicant company for the sum of three thousand eight hundred and forty four Euro (€3844) with interest from the date of each time rent was due until payment is made in full;*
5. *Order the respondents in solidum to pay the applicant company the sum of three thousand eight hundred and forty four Euro (€3844) with interest from the date of each time rent was due until payment is made in full;*
6. *Declare that the respondents are to pay the applicant company the sum of one thousand and forty Euro (€1040¹) as pending water and electricity bills for the period during which the property was rented to the respondents or in their possession;*

¹ In the English version of the sworn application the figure claimed was €424. In the Maltese version, which is the proper version, the amount of €1040 was claimed. This latter number is reiterated by Theresa Tabone in her affidavit at fol 23 of the acts of the proceedings.

7. *Order the respondents in solidum to pay the applicant company the sum of one thousand and forty Euro (€1040) for pending water and electricity bills for the period during which the property was rented to the respondents or in their possession;*
8. *Declare and decide that the respondents are responsible for any compensation or other consideration due or damages for any compensation due after the date of eviction,*
9. *Liquidates the mentioned compensation due and this for the above given reasons;*
10. *Condemns the respondents to pay every compensation and other due consideration or damages for whatever compensation due until effective eviction, all as described above and for the reasons given.*

With costs against the respondents and including that of the judicial letter number 5921/2024 and garnishee order number filed together with who are hereby called upon to testify under oath, and without prejudice to any other action that the applicant company may have in terms of Law against the respondents

Having seen the decree given on the 4th of February 2024².

Having seen the minute of the sitting of the 3rd of March 2025³ whereby the defendants appeared without legal assistance. During that sitting the Board

² At page 27 of the acts.

³ Relative minute is found at page 32 of the acts of the proceedings.

decided to defer the case for another time in light of the time-limit set in article 16A(3) of Chapter 69 of the Laws of Malta, for the benefit of the same defendants. It was made clear in no uncertain terms that the case was still to be regarded as special summary proceedings. On that day it was also decided that the proceedings continue in the English language, again for the benefit of the defendants.

Having seen the minute dated today the 21st of March 2025⁴ whereby the defendants appeared once again not assisted. The Board referred to an application filed by the defendants' lawyer on the 20th of March 2025 (one day before today's sitting) where they requested an adjournment of the case. In today's sitting the Board rejected that request for the reasons set out in the same minute. During today's sitting, the plaintiff company withdrew the eight, ninth and tenth request⁵.

Having seen all the acts of the proceedings.

Considers

Whereas these procedures are filed in terms of article 16A of Chapter 69 of the Laws of Malta and are of their very nature deemed to be special summary proceedings. These types of proceedings require special formalities which ought to be adhered to. It is to be noted that this type of procedure has been examined by our Constitutional Court and found to be in accordance with a party's right to a fair trial⁶.

⁴ At pages 35 and 36 of the acts.

⁵ Relative note of withdrawal is found at page 37 of the acts.

⁶ Reference is made to the judgement in the names **Malta Industrial Parks Limited vs Anni 90 Limited**, (Rik Num: 126/2018) decided by the Constitutional Court on the 20th of July 2020.

Whereas as explained above, the defendants were given a second chance to appear duly assisted in these proceedings, however they failed to do so for the reasons indicated in today's minute. It was their duty, owing to the grave nature of the repercussions of such proceedings, to show this Board that they had a *prima facie* defence in this case. The defendants failed to do so and therefore the Board is now limited with the decision to be given. After all, *qui culpa sua damnum sentit, non videtur sentire*⁷.

Whereas the Board, having seen all the acts, including the affidavit produced by Theresa Tabone, and the documents attached, finds that the action filed by the plaintiff company is to be acceded to.

Therefore, the Board is deciding this case as follows:

- 1) Accedes to the first request.
- 2) Accedes to the second request and declares the lease of the flat which forms the merits of this case as one which is terminated.
- 3) Accedes to the third request limitedly and orders the defendants to vacate the premises within twenty-one (21) days from today but abstains from ordering the assistance of a Court Marshall or the Executive Police at this stage, since that request will eventually possibly form part of the eviction process.
- 4) Accedes to the fourth and fifth request and orders the defendants to pay plaintiff company the amount of three thousand, eight hundred and forty-four Euro (€3,844) with legal interest from the 3rd of February 2025⁸.

⁷ “*Chi subisce un danno per propria colpa, non si considera averlo subito.*” – Brocard 3983, **Dizionario Dei Termini Giuridici e Dei Brocardi Latini**, Edoardo Mori, VII ediz, 2011, at page 37.

⁸ Date of submission of these proceedings.

- 5) Accedes to the sixth and seventh request and orders the defendants to pay the plaintiff company the amount of one thousand and forty Euro (€1,040) with legal interest from the 3rd of February 2025⁹.
- 6) Abstains from taking further cognisance of the remaining requests in light of the note of withdrawal filed in today's sitting.

The expenses of these proceedings and those of the official letter number 5291/2024, but not those relating to the legal letter and warrant mentioned in the sworn application¹⁰ are to be borne solely by the defendants.

Dr Joseph Gatt LL.D.

Magistrate

Annalise Spiteri

Deputy Registrar

⁹ *Ibid* footnote 8.

¹⁰ These were not exhibited.