

**Small Claims Tribunal
(Gozo)**

Adjudicator Dr. Kevin Mompalao

Claim Number 6/2014

**Miriam Camilleri and Victor Camilleri
Vs
Jeanette Lightfoot**

Sitting of the 13th October 2015

The Tribunal;

Having seen the claim of the plaintiffs in which the same are claiming that the defendant be condemned to pay them the sum of one thousand Euros (€1000) as a penalty for unlawful occupation of a leased premises, after the termination of the lease. This in terms of the lease agreement entered into between the parties.

Having seen the answer presented by the defendant, in which by virtue of the first plea the defendant is pleading the lack of competence of this tribunal to hear and decided this case, since the relative competence vests in the Rent Regulation Board. By virtue of the second plea defendant is pleading that she was never formally requested to vacate the premises, and she did so as soon as she was requested. By virtue of the third plea defendant is pleading that the rent for the month of March 2012 was duly paid and therefore no penalty is due.

Having seen its preliminary judgment of the 15th May 2015 whereby the first plea was disposed of.

Having heard all the evidence tendered by the parties and seen all the documents submitted by the parties.

Having seen its decree of the 22nd September 2015 whereby the case was adjourned for judgment.

Considers

The lease agreement submitted by the defendant herself, although not properly dated is duly signed by the parties and clearly states that the date of termination of the lease is the 2nd March 2012. There was no dispute whatsoever with regards to the validity of this agreement. It is clear from the letters exhibited by the plaintiff that the plaintiff was not ready to renew the lease not even by another few days. This is evidenced clearly by virtue of the letter dated the 2nd March 2012 (page 21 of the acts), wherein the plaintiff made clear reference to the penalty clause inserted in the lease agreement.

This penalty clause results from clause ten (10) of the agreement and clearly stated that the lessee will incur a penalty of hundred Euros a day, for each and every day in which she remains in occupation of the premises after the expiration of the lease. That is after the 2nd March 2015.

Defendant alleges that she paid the rent for the month of March 2012. This does not result from the acts of this case. To the contrary the letter sent by defendants lawyer on the 3rd March 2012 (page 22 of the acts) clearly implies the contrary. The letter admits that the defendant needed some more time to vacate the premises after the termination of the lease, and that she was ready to pay *'a just compensation for the extra days she will have occupied the premises, base on the lease agreement which is now in expiration'*. This Tribunal does not find defendants allegations about her former lawyer as credible, and believes that her lawyer acted precisely by the instructions given to him by the defendant.

Testifying before the Tribunal defendant admits that she moved out on the twelve (12th) day of the month of March 2012. These tallies perfectly with plaintiffs claim for the application of the penalty clause for the period of ten days.

This Tribunal does not see any justification legal or factual as to why the penalty clause should not be applied. The defendant should have known the date of termination of the lease; she should have known the provisions of her contract; and besides that she should have known that the relations between the landlord and herself were already strained (as appears clearly from the testimony of the parties) and that therefore no latitudes could be expected.

The penalty for ten days amounts to one thousand Euros (€ 1000) as requested.

For the above mentioned reasons this Tribunal decides this case, by while rejecting defendants pleas accepts plaintiffs claims, and condemns defenanadt to pay plaintiff the sum one thousand Euro (€1000), together with all costs of this case including the letters mentioned in the claim. Interests shall be due from the date of this judgment.

Kevin Mompalao
Adjudicator

Daniel Sacco
D/Registrar