

Rent Regulation Board

Magistrate Dr Josette Demicoli LL.D

Anthony Darmanin and his spouse Bertha Darmanin

Vs

Hendrik Eduard Kuiper

Application Number: 84/18

Today 24th September 2018

The Board,

Having seen the sworn application of applicants which read as follows

Applicants respectfully submits and confirm on oath:

1. That plaintiffs are the rightful owners of the urban tenement with address number 59, Flat 2, Block 3, Salina Park, 1-Istamnar street, Qawra, which tenement was acquired by them from Maltawide Properties Limited on the 3rd of August 1994 by virtue of a notarial deed published in the acts of notary Dr Francis Micallef (copy herewith attached as Doc. 'A');
2. That in virtue of a lease agreement dated the 30th November, 2017 (copy herewith attached as Doc 'B') Anthony and Bertha, spouses Darmanin granted on lease to the defendant the urban tenement number 59, Flat 2,Block 3, Salina Park, 1-Istamnar street, Qawra for a period of six (6) months commencing from the 1st of December, 2017 until the 3rd of May, 2018, at the rent of six hundred and fifty Euro (€650) per month, payable monthly in advance, which lease was not subject to renewal;

3. That defendant is in default in the payment of the rent for the months of April and May of the current year 2018;
4. That consequently, defendant owes plaintiffs the sum of one thousand and three hundred Euro (€1,300) by way of rent arrears.
5. That, furthermore, there is also a pending bill for water and electricity in the sum of seventy seven Euro and eighty-two cents (€77.82) which defendant has also failed to pay (vide Doc 'C' herewith attached).
6. That defendant has been called upon on numerous occasions, be it verbally as well as by means of various SMS and email and a Judicial Letter with reference 1515/2018, to regularize his position and pay the rent arrears and the water and electricity bill, but defendant remained in default;
7. That plaintiffs through a legal letter dated the 10th of May, 2018 (copy herewith attached as Doe. 'D') having been duly notified on the defendant (vide Doe. 'E' and 'F') *inter alia* informed him that they are terminating the lease and this in terms of clause 2.1 of the lease agreement; .
8. That in terms of clause 2.1 of the lease agreement (herewith attached as Doc 'B'), the owners have the right to terminate the lease if the lessee fails to pay the rent due by not later than two weeks from the due date; in this case the defendant remained in default for over a month and not just two weeks;
9. That defendant by means of two legal letters (vide Doc. 'D' and 'G') apart from being informed that the lease has terminated, has been called upon to vacate the tenement number 59, Flat 2, Block 3, Salina Park, I-Istamnar street, Qawra;
10. That this notwithstanding, defendant remained in default and is still residing in the said tenement without paying rent, with the water and electricity bill continuing to increase and this

with enormous prejudice to the owners rights;

11. That consequently the owners had no other option but to institute these special summary proceedings;

12. That there exist all the elements required in terms of article 16A of Cap. 69 of the Laws of Malta for this Honourable Board to uphold the plaintiffs demands without hearing the case in view of the fact that the defendant has no valid defence to put up against such demands, and this as also confirmed in the sworn declarations of the plaintiffs which are being filed together with this application.

13. That in view of the fact that the defendant is Dutch and does not understand the Maltese language, this judicial act is being filed in both the Maltese as well as the English language as required by law.

Defendant should therefore state the reasons why this Honourable Board should not:

- i. Decide the plaintiffs' demands without hearing the case in terms of article 16A of Cap. 69 of the Laws of Malta;
- ii. Consequently to condemn the defendant to vacate the said tenement, number 59, Flat 2, Block 3, Salina Park, I-Istamnar street, Qawra within a short and peremptory time-frame which shall be established by this Honourable Board and to release the vacant possession and to consign all the keys thereto to the owners;
- iii. Declare that the defendant owes the plaintiffs the sum of one thousand and three hundred Euro (€1,300) by way of rent

arrears for the months of April and May of the current year 2018;

- iv. Consequently to condemn the defendant to pay plaintiffs the said sum of one thousand and three hundred Euro (€1,300) together with legal interest from each due date;
- v. Declare that defendant is to pay plaintiffs the sum of seventy seven Euro and eighty-two cents (€77.82) by way of water and electricity bill together with any further sum which shall become due for water and electricity until the date when they actually vacate the said tenement;
- vi. Consequently to condemn the defendant to pay plaintiffs the said sum of seventy seven Euro and eighty-two cents (€77.82) together with any further sum which shall become due for water and electricity until the date when he actually vacates the said tenement;

With all costs including those of the Judicial Letter with number 1515/2018 and with legal interest against defendant who is being sub-poenaed for a reference to their oath and with the reservation of all other rights which plaintiffs might have against the defendant including for damages if it results that damages have been caused to the tenement in question and for the payment of the daily penalty imposed in terms of clause 14 of the lease agreement.

Having seen the sworn declaration.

Having seen that defendant was duly notified of the acts and that he declared that he has no defence to applicants' claims except for the fact that he has lost his job.

Having seen the acts and documents of this case.

Considers:

It results from the acts of the case that by virtue of a lease agreement dated the 30th November, 2017 applicants granted on lease to the defendant the urban tenement number 59, Flat 2,Block 3, Salina Park, l-Istanmar street, Qawra for a period of six (6) months commencing from the 1st of December, 2017 until the 3^{1st} of May, 2018, at the rent of six hundred and fifty Euro (€650) per month, payable monthly in advance, which lease was not subject to renewal.

It results that defendant failed to pay the rent for the months of April and May. Applicants have through various means called upon defendant to pay but he failed to do so. He even defaulted to pay the utilities bills. Applicants terminated the agreement by means of legal letters and asked defendant to vacate the premises.

In the meantime the six month term has lapsed and there was no renewal.

Defendant himself has declared that he has no defence to put forward and that all this happened because he lost his employment, which although is an unfortunate circumstance but it is no defence.

The Board deems that applicants' claims should be acceded to.

For the above-mentioned reasons, the Board accedes to all the claims put forward by the applicants and for the purpose of the second demand orders that the defendant releases the vacant possession of the tenement number 59, Flat 2, Block 3, Salina Park, l-Istanmar street, Qawra and consigns all the keys to the owners within a peremptory period of thirty (30) days.

Costs are to be borne by defendant.

Dr Josette Demicoli LL.D
Magistrate

Lorianne Spiteri
Deputy Registrar