



Rent Regulation Board
Magistrate Dr Josette Demicoli LL.D

Hermann Magro (K.I. 744049M)
Josephine sive Josette Magro (K.I. 570148M)
Nathalie Galea (K.I. 663757M)
Vs
C2K Group Ltd (C-87899)
Moses Kiberu (K.I. 109091A)

Application Number: 224/2020

Today 15th of November 2021

The Board,

Having seen the sworn application filed by plaintiff due to which they requested:

1. That the applicants are the owners of the premises 4, Spring Street, San Pawl il-Bahar, Bugibba;
2. That the aforementioned premises was leased to C2K Group Ltd (C-87899) by means of a lease agreement dated 25th October 2018 (copy attached DokHM1), for a period of 5 years from the 15 Novemembr 2018 and for a rent of EUR 1,064.58 each month payable monthly in advance for the first two years and which rent was to increase to EUR 1,277.50

following this, and where Moses Kiberu acted as guarantor of the company;

3. That the respondent company failed to pay the rent from 1st May 2020, apart from other pending bills including water and electricity.

4. That in view of this the lease was terminated due to the respondent company's fault and therefore on the 18th October 2020, the respondent company returned the keys of the premises and this according to a private writing dated 18th October 2020 (copy attached Dok HM2) whereby the owners reserved all their rights against the company and the guarantor including the payment of rental arrears, costs and interests;

5. That the owners demanded payment several times from the respondent company and from Moses Kiberu, who from their end did not pay despite several indications that they were ready to pay;

6. That therefore there is still due the rent for the period from 1st May 2020 to 31st October 2020, that is EUR 6,387.48 (EUR 1,064.58 × 6 months) and water and electricity bills of EUR 674.15 (according to bills 30426507, 30763179 and according to the bill calculator for the period from 18 September to 18th October 2020, attached Dok HM3 to Dok HM5);

7. That therefore the applicants had no other choice other than to proceed with this case.

Therefore, and for the reasons explained above, the applicants humbly request this

Board, subject to any declaration which it deems necessary in the circumstances:

1. To declare that the company C2K Group Ltd. (C-87899) and the guarantor Moses Kiberu are jointly and severally liable to pay the value of EUR 7,061.63 and/or any other sum out of which EUR 6,387.48 and/or any other sum represent rental arrears of the premises 4, Spring Street, San Pawl il-Bahar, Bugibba from 1st May 2020 to 31st October 2020 and the sum of EUR 674.15 and/or any other sum represents water and electricity arrears;

2. To order and condemn the respondents to jointly and severally pay this amount/ or any other sum due within a short and peremptory period.

With legal interest and costs, including those of the precautionary warrant filed together with this application in the same names, till the date of effective payment.

Having seen the sworn declaration.

Having seen that the applicant was duly notified. When he appeared for the sitting held on the 26th May 2021 he declared that he wanted to represent himself. He minuted the defendants' position.

Having seen all the case and documentation.

Considers

The parties have reached an amicable settlement and infact have entered into an agreement dated 30th September 2021 and asked this Board to deliver a judgment in terms of the said agreement. The parties agreed to the following:

The Parties premise:

- 1. That the First Part¹ are the owners of the property number 4, Spring Street, St Paul's Bay, Bugibba (the 'Premises').*
- 2. That the Parties had entered into an agreement dated 25th October 2018 whereby the First Part leased to the Second part² the Premises for a period of five (5) years.*
- 3. That the Second Part failed to pay rent from 1st of May 2020 to 31st October 2020 and has outstanding water and electricity bills.*
- 4. That therefore the lease was terminated at the fault of the second Part and thus said Part returned the keys to the Premises and surrendered its free and vacant possession to the First Part and this according to a private writing dated 18th October 2020.*
- 5. That the First Part instituted proceedings in the names of 'Hermann Magro et vs C2K Group Limited et' (Application no. 224/2020JD) before the Rent Regulation Board by which they requested the Board to declare the Second Part jointly and severally indebted to the First Part and to order the said part to jointly and severally pay the amount due with legal interest and cost.*

¹ Applicants

² Defendants

That the Parties are entering into this agreement to declare and confirm that:

- 1. The Second Part acknowledges being indebted to the First Part for the amount of five thousand one hundred and sixty-three euro and ninety cents (Eur 5,163.90), being inter alia rental arrears, water and electricity expenses, and legal expenses.*
- 2. The amount owed shall bear simple interest at a rate of five percent (5%) per annum effective from 18th October 2020.*
- 3. The First Part is conceding that the debt shall be paid by the Second Part as to at least two hundred and fifty euros (EUR 250) each month on the twentieth (20th) day of each month. The first payment due following this agreement, shall therefore be payable by the 20th October 2021. The First Part confirms that the Second Part has, prior to this agreement, made payments of EUR 750 being Eur 250 on the 30th June 2021, EUR 250 on the 30th August 2021 and EUR 250 on the 28th September 2021, towards the debt.*
- 4. If the Second Part fails to pay any amount owing as set forth in the preceding paragraph (even though the Second Part would have paid all other previous amounts as established), the full remaining pending amount shall be immediately due and payable.*
- 5. Any amount paid by the Second Part shall be considered to having been paid first on account of the interest and then on account of the capital due.*
- 6. The Parties undertake to file a joint note in the Application 224/2020JD in the upcoming sitting declaring that they have come to this present agreement and that the Board may proceed to give judgement in terms of this agreement. Each party shall bear its own costs in terms of the judgment, since such expenses have already been considered in reaching this agreement.*
- 7. Upon judgment being given in terms of this agreement and provided that the Second Part has continued to abide by this agreement, the First Part undertakes to file a counter-warrant to garnishee order 1632/2020 in the names 'Herman Magro et vs C2K Group Ltd et'.*
- 8. The Parties agree that they have no further claims or pretensions against each other, whilst the First Part reserve all rights pertaining to them including to proceed against the Second Part according to law in case of breach of this agreement including to issue relative executive warrant and this with costs against the Second Part.*

Hence, the Board will proceed to deliver judgment on the basis of this agreement reached by the parties as requested by them.

Decide

The Board thus decides the merits of this case by:

1. Acceding partly to the applicant's first claim and hence declares that the company C2K Group Ltd (C-87899) and the guarantor Moses Kiberu are jointly and severally liable to pay the amount of five thousand one hundred and sixty-three euro and ninety cents (Eur 5,163.90), being inter alia rental arrears, water and electricity expenses, and legal expenses to the applicants. As declared by the parties defendants had already paid the amount of seven hundred and fifty Euro (€750) prior to the signing of this agreement which has not been deducted from the capital and this amount and any other amount which has been paid by defendants after this case has been adjourned for judgment must be taken into consideration as to the amount which is still due to be paid, taking into consideration that the parties agreed that any amount paid by defendants shall be considered to having been paid first on account of the interest and then on account of the capital due.
2. Accedes partly to the second claim and thus orders and condemns respondents to jointly and severally pay the above-mentioned amount. Defendants must pay at least two hundred and fifty euros (EUR 250) each month on the twentieth (20th) day of each month. If the defendants fail to pay any amount owing as set forth in the preceding paragraph (even though they would have paid all other previous amounts as established), the full remaining pending amount shall be immediately due and payable.

The amount owed shall bear a simple interest at a rate of five percent (5%) per annum effective from 18th October 2020.

Each party is to bear its own costs.

Dr Josette Demicoli LL.D

Magistrate

**Cora Azzopardi
Deputy Registrar**