Claim No. SCT 319/2021

THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

In the name of His Highness Sheikh Mohammed Bin Rashid Al Maktoum, Ruler of Dubai

IN THE SMALL CLAIMS LEASING TRIBUNAL OF DIFC COURTS

BEFORE H.E. JUSTICE NASSIR AL NASSER

BETWEEN

MAFALDA

Claimant/Defendant in Counterclaim

and

MAGEE

Defendant/Claimant in Counterclaim

Hearing : **19 January 2022**
Expert Report : **11 February 2022**
Judgment : **18 February 2022**

JUDGMENT OF H.E. JUSTICE NASSIR AL NASSER

UPON this claim having been called for a hearing, the Claimant's representative and the Defendant attended the hearing;

AND UPON reading the submissions and evidence filed and recorded on the Court file;

IT IS HEREBY ORDERED THAT:

1. The Claimant's claim shall be dismissed.

2. The Claimant shall pay the Defendant the sum of AED 24,218 in relation to the counterclaim.

3. The Defendant's other claims shall be dismissed.

4. The Claimant shall pay the Defendant the Court fees in the sum of AED 1,210.90.

Issued by:
Ayesha Bin Kalban
SCT Judge and Deputy Registrar
Date of issue: 18 February 2022
At: 2pm

THE REASONS

The Parties

1. The Claimant is Mafalda (the "Claimant"), the owner of Unit 0, , DIFC, Dubai, UAE (the "Unit").

2. The Defendant is Magee (the "Defendant"), the tenant of the Unit.

Background and the Preceding History

3. The underlying dispute arises over a tenancy contract entered into between the parties dated 1 February 2021 to 31 January 2022 (the "Contract"). The Contract provided that the Defendant would lease the Unit for 1 year in return for AED 85,000 per year, to be paid in one cheque.

4. On 28 October 2021, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") seeking compensation in the sum of AED 50,000 in relation to a damaged parquet.

5. On 15 November 2021, the Defendant filed its defence and counterclaim claiming the total sum of AED 124,220 which consists of the remaining rental amount from 17 October 2021 to 31 January 2022 in the sum of AED 24,220 and damages in the sum of AED 100,000.

6. The parties met for a Consultation on 18 November 2021 but were unable to reach a settlement.

7. In line with the processes and procedures of the Small Claims Tribunal (the "SCT") this matter was referred to me for determination pursuant to a Hearing scheduled before me on 20 December 2021, 10 and 19 January 2022. At the Hearing listed on 19 January 2022, I requested that the

parties provide an expert report analysing the dispute at hand and providing professional insight on the points of contention between the parties. The expert report was duly filed on 10 February 2022.

The Claim

8. The Claimant alleges that, due to the Defendant's installation of a Shattaf pipe, a leakage occurred which caused damage to the whole parquet flooring in the Unit.

9. Therefore, the Claimant filed a claim against the Defendant for the sum of AED 50,000 to change the Unit's flooring.

10. The Defendant submits that since she moved into the Unit, she had been complaining about the bad smell from the water drainage and high-pressure water pumping. However, the Defendant alleges that her requests to the Claimant in relation to those defects were ignored.

11. The Defendant submits that, subsequently, the high-water pressure led to an explosion of the water heater and damaged the ceiling. The Claimant sent a maintenance team which rectified this issue.

12. The Defendant also requested the Claimant's representative to install a Shattaf pipe, which was duly installed by the Claimant's maintenance team.

13. The Defendant submits that the Claimant failed to fix the water pump pressure which led to the explosion of the Shattaf pipe and lead to a leakage in the Unit. As a result of the high-water pressure, the parquet flooring was damaged.

Discussion

14. The relationship between the parties is governed by the Contract along with the DIFC Leasing Law No. 1 of 2020 (the "DIFC Leasing Law").

15. The Court have requested the parties to provide an expert report of the incident and the cause of the damage in the Unit.

16. As per the expert report filed, the expert found the following:

(a) There were two drainages in the toilet, however, one drainage was blocked by the maintenance team to avoid the bad smell in the Unit which led to the water flooding in the Unit and therefore damaged the parquet flooring.

(b) The door of the toilet was aligned with the floor and there was no banner.

(c) The Shattaf pipe is one of low quality.

17. Therefore, the expert provided that the main reason for the incident is that the drainage was blocked which led to a flood in the Unit. I am led to conclude that the Defendant is not responsible for the flooding in the Unit which lead to the damage to the flooring. Thus, I find that the Claimant's claim must be dismissed.

18. The Defendant claimed the total sum of AED 124,220 by way of her counterclaim.

19. The Defendant claimed the refund of the rent from the period of 17 October 2021 to 31 January 2022 as she had to find a place for living as a result of the incident. However, the Defendant chose the Mae and spent the sum of AED 58,200 for her stay from 7 November 2021 to 6 January 2022.

20. I find that the Defendant's yearly rent is AED 85,000 / 365 days = 232.87 daily rate. The calculation from 17 October 2021 to 31 January 2022 calculates to 3 months and two weeks, which equals to 104 days x 232.87 = AED 24,218.

21. I find that the Defendant is entitled to receive from the Claimant the sum of AED 24,218 which shall cover her stay period. I believe that the Claimant is not obliged to pay the Defendant for a 5-star hotel which costs approximately AED 970 per night when her daily rent amount results to AED 232.87 per night.

22. The Defendant also claimed the sum of AED 100,000 in relation to damages. However, the Defendant failed to provide evidence of how she quantified the damages to AED 100,000. Therefore, I shall dismiss the Defendant's claim for damages.

Conclusion

23. In conclusion, I find the Claimant's claim shall be dismissed.

24. The Claimant shall pay the Defendant the sum of AED 24,218 in relation to the counterclaim.

25. The Defendant's other claims shall be dismissed.

26. The Claimant shall pay the Defendant the Court fees in the sum of AED 1,210.90.