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 TRIBUNAL OF DIFC COURTS

BEFORE SCT JUDGE NASSIR AL NASSER

BETWEEN

MR JIMB

Claimant

and

MR JUMAN and JIMBAN

Defendant

Hearing:**4 March 2019**

Judgment:**7 March 2019**

JUDGMENT OF SCT JUDGE 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 Defendant shall pay the Claimant the sum of AED 155,914.40 which consists of:

   (a) The outstanding rent from 1 January 2018 to 6 March 2019 in the sum of AED 150,215.

   (b) The Reimbursement of AED 5,699.40 with regard to the Empower bills paid by the Claimant on behalf of the Defendant.

2. The Defendant shall settle the utility expenses including DEWA and Empower bills prior to vacation of Unit 000, DIFC, Dubai, UAE.

3. The Defendant shall vacate Unit 000, DIFC, Dubai, UAE.

4. The Defendant shall pay the Claimant the Court Fees in the sum of AED 7,795.72.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 7 March 2019

At: 9am

THE REASONS

The Parties

1. The Claimant is Mr Jimb (herein "the Claimant"), the Landlord of Unit 000, DIFC, Dubai, UAE.

2. The Defendant is Mr Juman and Jimban (herein "the Defendant"), a tenant of the Claimant at Unit 000 DIFC, Dubai, UAE.

Background and the Preceding History

3.The underlying dispute arises over the tenancy contract between the parties dated 2 March 2017 to 1 March 2018 (the "Contract"). The Contract provided that the Claimant would rent Unit 000, DIFC, Dubai, UAE (the "Unit") for 1 year in return for AED 150,000 per year. However, the Tenant remained occupying the Unit without a written renewed contract up to date.

4. The annual rent of AED 150,000 consisted of 4 cheques.

5. On 9 December 2018, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming not payment of rent and utility bills in the sum of AED 122,740.

6. On 10 January 2019, the Claimant amended the claim and claimed non-payment of rent and utility bills up to 10 January 2019 in the sum of AED 177,885.

7. The Defendant responded to the claim on 17 January 2019, indicating its intention to defend part of the claim.

8. The parties met for a Consultation with SCT Judge Maha Al Mehairi on 7 February 2019 but were unable to reach a settlement.

9. A Hearing was scheduled before me on 4 March 2019. The Claimant's representative and the Defendant attended the hearing.

The Claim

10. The Claimant's case is that the Defendant breached the Contract of the lease by failing to pay the rent balance amount of AED 150,000 since 15 December 2017 up to date.

11. The Claimant alleges that the Defendant failed to pay the sum of AED 173,500 calculated from 15 December 2017 until 1 March 2019 and additional Empower bills in the sum of AED 12,453.

12. Therefore, the Claimant filed a claim claiming the following:

(a) To legally terminate the contract;

(b) The payment of overdue rent in the sum of AED 173,500 from 15 December 2017 to 1 March 2019;

(c) To order the Defendant to vacate the above-mentioned unit;

(d) To order the Defendant to submit "Clearance Certificate" obtained from DEWA;

(e) To order the Defendant to refund the Claimant the payments for Empower bills in the sum of AED 12,453;

(f) To order the Defendant to pay the Courts fees and any legal fees.

The Defence

13.The Defendant accepted that the rent is not yet paid. However, the Defendant disputed that the rent amount for the year 2018/2019 was reduced by the Claimant from the sum of AED 150,000 per year to the sum of AED 125,000.

14. In relation to the Empower bills, the Defendant alleges that they were not using Empower. Therefore, she failed to understand how this amount was reached.

Discussion

15. The Claimant argued that the Defendant failed to pay the sum of AED 173,500 calculated from 15 December 2017 until 1 March 2019 and additional Empower bills in the sum of AED 12,453.

16. Furthermore, the Claimant argued that the Defendant failed to pay the rent from 1 January 2018 to 1 March 2018 in the sum of AED 23,500. In addition, although the parties failed to sign a written contract for rent from 2 March 2018 to 1 March 2019, the Defendant overstayed in the Unit for one more year from 2 March 2018 to 1 March 2019. However, the Defendant argued that for the year 2018/2019 the Claimant reduced the yearly rent to the sum of AED 125,000 instead of AED 150,000.

17. In response, the Claimant argued that the sum of AED 125,000 was a proposal set forward by way of an email dated 23 June 2018, which was proposed on the basis that the Defendant would need to settle the outstanding rent from 1 January 2018 to 23 June 2018 (the date of the email) to avail the Claimant's offer of a reduction in the yearly rent to the sum of AED 125,000.

18. Upon reviewing the email dated 23 June 2018, I find that the sum of AED 125,000 was not a proposal. In fact, the calculation provided in the email was a claim from the Claimant to the Defendant to settle the rent from 1 January 2018 to 1 March 2018, to settle DEWA bills in the sum of AED 1,764, to settle Empower bills for February 2018, March 2018 and June 2018, and the Defendant also mentioned the current payment (at the time of the email) where it was stated that: "Current Payment from 2 March 2018 to 30 June 2018 (AED 125,000/- year current valid contract price - AED 343/- per day X 120 days) - AED 41,400/-".

19. I find that the current rent for the unit for the period from 2 March 2018 to 1 March 2019 is in the sum of AED 125,000. I also find that the Defendant failed to settle the rent due from the period 1 January 2018 to 1 March 2018 in the sum of AED 23,500 and the rent due from 2 March

2018 to 1 March 2019 in the sum of AED 125,000. Therefore, the Defendant shall pay the Claimant the rent amount in the sum of AED 148,500 and shall be ordered to vacate the Unit.

20. In relation to reimbursement of the utility bills being claimed by the Claimant (Dewa and Empower), the Claimant argued that the they had paid the sum of AED 12,453, which the Defendant should be ordered to refund. Clause 6 of the Contract states the following:

> "you will be required to pay a refundable deposit. Utility bills (Dewa, Du, Gas, ETC.) are to be paid by the Tenant starting from the date of the Tenancy Contract."

21. The Claimant argued that the Empower bills were paid by the Claimant on behalf of the Defendant due to the Defendant's failure to pay. The Claimant provided 3 Empower bills, two of which were paid, one in the sum of AED 741.30 and the second in the sum of AED 968.10, and the third bill was in the sum of AED 4,215.37 which was not paid up to date. The Claimant also provided evidence in the form of a receipt and excerpts of a WhatsApp conversation with another tenant of the Claimant who had also paid an Empower bill on behalf of the Defendant in the sum of AED 3,990, following disconnection of power in the Defendant's unit.

22. Therefore, I find that the Defendant shall reimburse the Claimant the sums paid on their behalf to Empower in the sum of AED 5,699.40. The Defendant shall also settle the Empowers bill to Empower in the sum of AED 5,699.40.

23. The Defendant shall also settle all utilities expenses on the Unit prior to vacation pursuant to Clause 6 of the Contract.

Conclusion

24. In conclusion, I find that the Defendant shall pay the Claimant the sum of AED 155,914.40 which consists of the outstanding rent from 1 January 2018 to 6 March 2019 in the sum of AED 150,215 and Empower bills paid by the Claimant in the sum of AED 5,699.40.

25. The Defendant shall continue paying rent from 7 March 2019 until the date of vacation at a daily rent of AED 343 (AED 125,000 per year).

26. The Defendant shall settle the outstanding utility expenses including DEWA and Empower prior to vacating the Unit.

27. The Defendant shall vacate the Unit.

28. The Defendant shall also pay the Claimant the Court fee in the sum of AED 7,795.72.

Issued by:

Nassir Al Nasser

SCT Judge

Date of Issue: 7 March 2019

At: 9am