**THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS**

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

**IN THE SMALL CLAIMS TRIBUNAL**

**BEFORE SCT JUDGE MAHA AL MEHAIRI**

BETWEEN

**JAAKO**

Claimant

and

**JACEY**

Defendant

Hearing: **12 December 2018**

Judgment: **6 January 2019**

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**JUDGMENT OF SCT JUDGE MAHA AL MEHAIRI**

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**UPON** the Claim Form being filed on 1 November 2018;

**AND UPON** the parties failing to reach a settlement on 14 November 2018 before SCT Judge Nassir Al Nasser;

**AND UPON** a Hearing having been held before SCT Judge Maha Al Mehairi on 12 December 2018, with the Claimant in attendance and the Defendant absent although served Notice of the Hearing date;

**AND PURSUANT** to Rule 53.61 of the Rules of the DIFC Courts, it is stated that: *"If a defendant does not attend the hearing and the Claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the Claimant only."*

**AND UPON** reviewing the documents and evidence submitted in the Court file;

**IT IS HEREBY ORDERED THAT:**

1. The Defendant shall pay the Claimant the amount of AED 95,833 in regard to the unpaid rent.

2. The Defendant shall vacate the premises by 8 January 2019, at which time the Claimant may take possession of the premises.

3. The Defendant shall pay AED 3,649 as reimbursement of the Claimant's Court fee.

Issued by:

**Maha Al Mehairi**

SCT Judge

Date of issue: 6 January 2019

At: 10am

**THE REASONS**

**Parties**

1. The Claimant is Jaako, the owner of, DIFC ("Retail Store")

2. The Defendant is Jacey, an occupant of the Claimant's Retail Store

**Background and Hearing**

3. On 15 August 2015, the Claimant and the Defendant entered into a tenancy contract (the "Lease Agreement") for a period of 3 years with an annual rent of AED 125,000. On 1 April 2018 the Defendant stopped paying rent to the Claimant.

4. The Claimant sent the Defendant a couple of reminders in regard to the rent payment, however, the Defendant failed to pay. The parties failed to reach an amicable solution and the Claimant proceeded with filing a claim in the DIFC Courts on 1 November 2018, requesting that the Defendant pay the rent and the Court filing fee, and to vacate the Retail Store.

5. The Defendant failed to file an Acknowledgement of Service, however, she sent an email to the Registry explaining that she is facing troubles with her business and would be staying in India for an unknown period of time.

6. The parties failed to reach a settlement at the Consultation on 14 November 2018. At the Hearing before me on 12 December 2018, I heard submissions from the Claimant, however, the Defendant was absent from the hearing, and pursuant to Rule 53.61 of the Rules of the DIFC Courts: *"If a defendant does not attend the hearing and the claimant does attend the hearing, the SCT may decide the claim on the basis of the evidence of the claimant alone. As such I will give a ruling depending on the Claimant's submissions in the case."*

7. At the Hearing, the Claimant requested payment of the rent from the period of April 2018 to the date of Judgment. The Claimant also requested items that were not stated on the Claim Form, namely, that the Defendant pay a late penalty which as per the Lease Agreement states that "Checks return [sic] or delay in payment tenant need to pay 2% per day. (0.2%) for fine to late payment". In addition, the Claimant also requested that the Defendant pay the VAT associated with the period that the Defendant rented the Retail Store. On 17 December 2018, the Court notified the Claimant that if she intended to seek these further claims (the late penalty fee and the VAT), then the Claim Form would need to be amended and any associated uplift in filing fee would also need to be satisfied in this regard. It is to be noted that the Claimant failed to amend the Claim Form to include these further claims and as such I shall only be making a determination on the Claims as stated on the Claim Form.

**Findings**

8. First and foremost, the relevant Tenancy Agreement is in relation to a Retail Store located in the DIFC, therefore by default, any agreement shall be governed by the prevailing law of the DIFC, United Arab Emirates, and that upon failure to resolve any disputes connected to the Tenancy Agreement, the dispute shall be referred to the DIFC Courts. Therefore, it is clear and undisputed that the DIFC Courts have jurisdiction to decide this matter. As the claim value is less than AED 500,000, this claim is properly before the Small Claims Tribunal of the DIFC Courts.

9. The Court is satisfied that pursuant to the Lease Agreement as filed by the Claimant that the Defendant is required to pay the outstanding rent period from April 2018 to date. The monthly rent associated with the Retail Store is in the sum of AED 10,417 per month, and as the Claimant has failed to vacate the store to date, the total payment due to the Claimant is AED 95,833.

10. Pursuant to the aforementioned, I also find that the Defendant must vacate the premises by no later than 8 January 2019.

11. Furthermore, the Defendant is liable to pay the sum of AED 3,649 as reimbursement of the Claimant's Court filing fee.

Issued by:

**Maha Al Mehairi**

SCT Judge

Date of issue: 6 January 2019

At: 10am