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

ZANDER

Claimant

and

ZORA

Defendant

Hearing:**18 February 2019**

Judgment:**21 February 2019**

JUDGMENT OF SCT JUDGE NASSIR AL NASSER

UPON this claim having been called for a hearing, the Claimant attended the hearing and the Defendant was absent although served notice of the hearing date;

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 6,200 of the Security Deposit.
2. The Defendant shall pay the Claimant the Court Fees in the sum of AED 367.50.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 21 February 2019

At: 9am

THE REASONS

The Parties

1. The Claimant is Jander (herein "the Claimant"), a tenant of the Defendant at, DIFC, Dubai.
2. The Defendant is Jora (herein "the Defendant"), the Landlord of Apartment No. 12 DIFC, Dubai, DIFC, Dubai, UAE.

Background and the Preceding History

1. The underlying dispute arises over the tenancy contract between the parties dated 14 January 2018 (the "Contract"). The annual rent was in the sum of AED 130,000 paid in one cheque and a refundable security deposit in the sum of AED 6,500.
2. On 21 January 2019, the Claimant filed a claim in the DIFC Courts' Small Claims Tribunal (the "SCT") claiming a refund of the security deposit in the sum of AED 6,200.
3. The Defendant responded to the claim on 27 January 2019, indicating its intention to defend all of the claim.
4. The parties met for a Consultation with SCT Judge Ayesha Bin Kalban on 7 February 2019 but were unable to reach a settlement.
5. A Hearing was scheduled before me on 18 February 2019. The Claimant attended the hearing and the Defendant was absent although he

was served notice of the hearing date.

The Claim

6. The Claimant's case is that the Defendant has deducted from the Claimant the security deposit the sum of AED 3,805.

7. The Claimant alleges that on 17 January 2018, after inspection and prior to moving into the apartment, he sent an email to the Defendant setting out the complete snag list with photos. The list consisted of the following:

    1.

        Living/dining area

        a. Scratches in wooden floor

        b. Unpainted filled holes

        c. Multiple holes in ceiling from curtain poles

        d. No light fittings

        e. Scuffed skirting board

        f. Cracks and dirty marks on walls

    2. Bedroom 2 & En-Suite

        a. Damage to door

        b. No light fitting

        c. Scratches to door handles on cupboards

        d. Scuffed skirting boards

        e. Missing floor tile in bathroom

    3. Master bedroom & En-Suite

        a. Damage to/dirty door & edging

        b. No light fitting

        c. Scuffed skirting boards

        d. Missing floor tile in bathroom & crack in tiles

        e. Potentially previous water damage to ceiling

        f. Discoloration of mirror

    4. Guest washroom

        a. All seems ok, just bad smell and dirty air vent

        b. Scuff to ceiling

    5. Kitchen

        a. Usual wear and tear on kitchen cupboards

        b. Oven a bit scrappy

        c. Cooker hood is very greasy

        d. Scuffed/water damaged skirting boards.

    6. Maid's room bathroom

        a. Water damage sign to ceiling

        b. Mark on door, hopefully will clean off

        c. Brown smudge floor, hopefully will clean off

    7. Study/ maid's room

a. Scuffed skirting boards

b. Too dark to see in detail

8. The[HN1]• Claimant alleges that he was charged for changing two passage cupboard tube rods• in the sum of AED 150, wall painting of the entire apartment in the sum of AED 2,800, replacement of spot light in the shower area in the sum of AED 75, bathroom cabinet door alignment in the sum of AED 125, replacement of a spot light in kitchen area in the sum of AED 75, bathroom cabinet door alignment in the sum of AED 125, hood cleaning in the kitchen in the sum of AED 130, and replacement of a spotlight in the bathroom area in the sum of AED 75.

9. The Claimant alleges that he is willing to bear the costs of changing one passage cupboard tube rod in the sum of AED 75, replacement of a spot light in the shower area in the sum of AED 75, replacement of a spot light in the kitchen area in the sum of AED 75 and replacement of a spot light in bathroom area in the sum of AED 75. All in the total of AED 300.

10. The Claimant alleges that all other charges are unlawful• he had already complained of the issues in the apartment before moving in by way of an email addressed to the Defendant. It is further alleged by the Claimant that the email was ignored.

The Defence

11. The Defendant did not attend the hearing, however, provided several documents, including the Contract, a charges breakdown handed to the Claimant, and a witness statement from the company ("Third Party") that maintains the apartment.

1. In the Third Party's witness statement, it is alleged that the Third Party had been maintaining the property for four years and their last visits were on January 2018, and finally in January 2019 after the Claimant vacated the premises. The Third Party also alleges that when they inspected the apartment, they found that the apartment needed painting, light bulbs to be replaced and cabinet doors to be realigned.

Discussion

11. The Claimant agreed to pay the sum of AED 300 in regard to changing one passage cupboard tube rod in the sum of AED 75, replacement of a spot light in shower area in the sum of AED 75, replacement of a spot light in the kitchen area in the sum of AED 75 and replacement of a spot light in bathroom area in the sum of AED 75.

12. The Claimant argues that all other payments are unlawful as he had sent an email to the Defendant on 17 January 2018• providing a complete snag list with photos having •viewed the apartment and before he moved in.

13. The Defendant provided a witness statement on behalf of the maintenance company which states that the apartment was inspected on January 2018 and was in a good condition. Furthermore, the apartment was inspected again in January 2019, after the Claimant vacated the premises, where they found that the apartment needed painting, replacement of light bulbs and cabinet doors to be realigned.

14. I find that the Claimant's email sent prior to moving into the apartment dated 17 January 2018 contains complaints with regard to the same items mentioned by the Third Party in its witness statement. I note that •the Claimant attached photos of the damages with his email, however, •the Defendant failed to provide any proof that the items in the Claimant's email dated 17 January 2018 were sustained during that period.

15. Therefore, I find that the Claimant shall not be responsible for the maintenance of the apartment as he had previously provided sufficient notice of the relevant damage to the Defendant prior to moving into the apartment and that the Defendant shall refund the Claimant the sum of AED 6,200.

Conclusion

16. In conclusion, I find that the Defendant shall refund the Claimant the sum of AED 6,200 of the Security Deposit.

17. The Defendant shall also pay the Claimant the Court fee in the sum of AED 367.50.

Issued by:

Nassir Al Nasser

SCT Judge

Date of issue: 21 February 2019

At: 9am

•[HN1]This suggests that the Claimant was charged AED 3,555 in total. Is that correct? In para 6 above it states that the Claimant was charged AED3,805.