

Chng Leng Khim v Gill Hena Mohini
[2010] SGHC 279

Case Number : DC Suit No 3130 of 2009 (RAS No 116 of 2010)
Decision Date : 20 September 2010
Tribunal/Court : High Court
Coram : Choo Han Teck J
Counsel Name(s) : Appellant in-person; Jeyapalan Ayaduray (Jeya & Associates) for respondent.
Parties : Chng Leng Khim — Gill Hena Mohini

Landlord and Tenant

20 September 2010

Choo Han Teck J:

1 The appellant was a 39-year old single parent of three children, a son aged 15, a daughter aged 14, and another son aged 9. She did not have a regular job and lived on the charity of friends and some income from freelance work on which she did not elaborate. She signed a tenancy agreement with the plaintiff to rent a terrace house at Highland Road on 1 October 2008. Thereafter, she stayed over paying the monthly rent until February 2009. She was evicted on 13 September 2010 after a notice to quit was served on her on 13 May 2009. The plaintiff filed a writ of summons against her on 2 September 2009 and obtained final judgment on 25 February 2010. She applied for an extension of time to appeal and that application was dismissed on 18 May 2010. She appealed against that and was granted leave to appeal. The appeal was heard by District Judge Chew Kwee Hoe Leslie ("DJ Chew") and dismissed on 28 June 2010.

2 The appellant appealed against the decision of DJ Chew before me. She repeated her case that she stopped payment only when she was told to pay directly into the plaintiff's bank account. She had hitherto paid to the agent but was eventually told that the agent would charge a \$50 administration fee if the appellant were to pay the rent through it. The appellant refused to pay in the manner requested by the plaintiff on the ground that she had never met the plaintiff and could not be sure that the form of payment requested was proper. She was used to paying to the agent and thus asked rhetorically whether she "should pay the price of a *"murtabak"* that she ordered if she was served *"roti prata"* instead?" It was her allusion to the fact that the practice of paying to the agent cannot be changed. She did not appear to understand that the agreement was with the plaintiff and payment must be made to the plaintiff.

3 The courts below were of the view that the appellant had failed to pay rent and there was nothing on record or in her arguments before me to indicate why the judgment against her was wrong. The tenancy was terminated by the plaintiff's solicitor's notice to quit dated 13 May 2009 and she must surrender the premises and pay all arrears of rent. The appeal was therefore dismissed.

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