IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE

[2025] SGHC 212

Originating Application No 1031 of 2024

In the matter of Contract for the Sale and Purchase of 8 Ardmore Park #19-01, Singapore 259963

Between

Kwon Do Hyeong

… *Applicant*

And

Covenson Pte Ltd

… *Respondent*

Counterclaim of Respondent

Between

Covenson Pte Ltd

… *Applicant in Counterclaim*

And

Kwon Do Hyeong

… *Respondent in Counterclaim*

GROUNDS OF DECISION

[Land — Sale of land — Contract — Whether further payments were consideration for option or advance payments]
[Landlord and Tenant — Recovery of possession — Holding over — Double rent chargeable for duration of holding over]
[Landlord and Tenant — Recovery of possession — Reinstatement works]

TABLE OF CONTENTS

Kwon Do Hyeong
v
Covenson Pte Ltd

[2025] SGHC 212

General Division of the High Court — Originating Application No 1031 of 2024
Philip Jeyaretnam J
26 August 2025

30 October 2025

Philip Jeyaretnam J:

1 HC/OA 1031/2024 ("OA 1031") stems from Mr Kwon Do Hyeong's ("Mr Kwon") attempt to purchase 8 Ardmore Park #19-01 ("Property"), an attempt which ended unsuccessfully sometime in 2023. Mr Kwon claimed that two further payments he had made in respect of the Property ought not to have been forfeited by Covenson Pte Ltd ("Covenson"), which was the vendor of the Property. Mr Kwon's case was that these further payments were advance payments for the purchase of the Property, which Covenson was not entitled to forfeit, whereas Covenson's case was that these further payments were part of the consideration for the grant of the option, which it was entitled to forfeit.

2 This matter was heard before me on 26 August 2025. I found that the further payments were part of consideration for the option and thus dismissed Mr Kwon's claim for the return of these further payments. I allowed Covenson's

counterclaim for additional rent. As an appeal was filed against my decision on 22 September 2025, I now elaborate on my reasons.

Facts

Background to the dispute

3 Mr Kwon first expressed interest in the property in or around December 2021. On 11 December 2021, Mr Kwon (through his estate agent) proposed to purchase the Property at $38.8m with 5% as the booking fee for the grant of an option for a period of four weeks and a further 5% as the fee for the exercise of the option within that option period. Mr Kwon proposed a period of eight weeks after the exercise of the option for completion with the balance 90% being paid upon completion.[1] On 12 December 2021, Covenson indicated its agreement, but required 12 weeks instead of 8 weeks after exercise of the option to prepare the Property for handover.[2]

4 On 15 December 2021, the Singapore government announced an increase in the Additional Buyers' Stamp Duty ("ABSD") for foreigners from 20% to 30% of a property's purchase price.[3]

5 On 16 December 2021, in light of this new measure, Mr Kwon (again through his estate agent) requested for either a longer option exercise period of 18 months as he was in the process of applying for permanent residency, or a lower offer price to account for the increase in ABSD. This request was relayed to Covenson's representative, Ms Tan Sok Hui (also known as Samantha)

---

1 Tan Sok Hui's 1st Affidavit dated 9 December 2024 ("TSH-1") at para 13.

2 TSH-1 at para 14.

3 TSH-1 at para 17.

("Ms Tan"). That same day, Ms Tan reached out to her superiors via WhatsApp for confirmation.[4]

6 Following further negotiations, Covenson eventually acceded to Mr Kwon's request for a longer option period of 18 months in exchange for further payments being made during that longer option period and before the option could be exercised.[5] Covenson granted the option to purchase agreement ("Option") on 23 December 2021.[6] I use the capitalised word "Option" to refer to the Option granted in this matter, and use the uncapitalised word "option" when referring to options in general. The key terms of the Option were as follows:[7]

Option date	:	23 December 2021 (the "**Option Date**")
…		
Purchase Price	:	S$ 38,800,000.00 (the "**Purchase Price**")
Option Fee	:	S$ 388,000.00 (the "**Option Fee**")
Further Payment 1	:	S$ 1,552,000.00 ("**Further Payment 1**")
Further Payment 2	:	S$ 16,820,000.00 ("**Further Payment 2**")
Further Payment Date 1	:	6 January 2022 ("**Further Payment Date 1**")
Further Payment	:	28 February 2022

4 TSH-1 at para 18(1).

5 TSH-1 at paras 18(2)–20.

6 TSH-1 at para 22.

7 Lee Daeun's 1st Affidavit dated 4 October 2024 ("LD-1") at p 38; TSH-1 at p 63.

Date 2		(“**Further Payment Date 2**”)
Deposit	:	S$ 1,000.00 (the “**Deposit**”)
Option Expiry Date	:	**4.00 PM on** 22 June 2023 (the “**Option Expiry Date**”)
Completion Date	:	Two (2) weeks from the date of exercise of Option (the “**Completion Date**”)

[emphasis in original]

7 In accordance with these terms, the option fee of $388,000.00 (“Option Fee”) was remitted on 22 December 2021 and the two further payments of $1,552,000.00 (“Further Payment 1”) and $16,820,000.00 (“Further Payment 2”) were made by their required dates, prior to the exercise of the Option.[8]

8 Under cl 3 of the Option, upon receipt of Further Payment 2, Covenson “agree[d] to let” and Mr Kwon “agree[d] to take out the tenancy” of the Property. While it was not common for penthouse units with a size and price similar to that of the Property to be rented out, Covenson stated that exceptions could be made for buyers like Mr Kwon “who expressed significant commitment to purchasing the unit [and] sought to rent the unit in the short term pending their purchase of the same”.[9]

9 Accordingly, a tenancy agreement was signed between Covenson and Mr Kwon on 17 February 2022 (“Tenancy Agreement”). The Tenancy Agreement was for a fixed term from 28 February 2022 to 22 June 2023, and

---

8 LD-1 at para 14.

9 TSH-1 at para 10.

on top of the monthly rent of $40,000, a lump sum rental of $640,000 had to be made prior to the commencement of the tenancy.[10]

10 On 28 February 2022, the Property, with fixtures installed, was handed over to Mr Kwon.[11] From 1 March to 1 June 2022, Mr Kwon renovated the property.[12] From around June to August 2022, Mr Kwon lived in the Property with his family.[13]

11 On 17 May 2023, Mr Kwon (through his wife who was acting on his behalf pursuant to a Power of Attorney) exercised the Option by returning the countersigned Option and cashier's order for the $1,000 Deposit to Covenson.[14] On 19 May 2023, Covenson's counsel wrote to Mr Kwon's counsel (at the time) with a letter appending the completion account showing the balance moneys due as $19,456,553.30 (comprising balance purchase price, property tax, management fund and sinking fund). As of 19 May 2023, Covenson had received $19,401,000 from Mr Kwon.[15] This comprised the Option Fee, Further Payment 1, Further Payment 2, the Deposit and the lump sum rental of $640,000.[16]

12 On 31 May 2023, which was the scheduled completion date two weeks from the date the Option was exercised, Mr Kwon's counsel (at the time) sent an email to Covenson's counsel stating that Mr Kwon "ha[d] come to a settled

---

10 TSH-1 at paras 27, 28(1).

11 TSH-1 at para 31.

12 TSH-1 at para 32.

13 TSH-1 at para 33.

14 TSH-1 at para 34; LD-1 at para 15.

15 TSH-1 at para 35, p 142; LD-1 at para 16.

16 Applicant's Written Submissions dated 7 August 2025 ("AWS") at para 3.

decision not to proceed with the purchase and [would] not be completing the transaction".[17] Thereupon, Covenson issued a notice to complete within 21 days pursuant to Condition 15 of the Law Society of Singapore's Conditions of Sale 2012. Mr Kwon did not comply with this notice and accordingly on 22 June 2023, the contract for sale and purchase of the Property terminated and the tenancy came to an end.[18]

13 It was undisputed that the Property was not reinstated.[19] The Property was only vacated on 21 July 2023 and handed over back to Covenson on 25 July 2023.[20] The monthly rent of $40,000 for the period from 23 June to 22 July 2023 was paid on 24 July 2023.[21]

14 Between August 2023 and January 2024, Covenson took steps to remove the items left over by Mr Kwon and his family, and also commissioned partial reinstatement works.[22] These partial reinstatement works cost a total of $32,585.20.[23]

15 On 20 December 2024, an option to purchase was granted to a new purchaser of the Property.[24] This option was exercised on 17 January 2025 and completion took place on 13 March 2025. The key terms agreed on in the option include a purchase price of $34,500,000, an option fee of $1,750,000, a deposit

---

17 LD-1 at p 76.

18 LD-1 at paras 20–22.

19 TSH-1 at para 54.

20 TSH-1 at paras 57, 58.

21 TSH-1 at para 56.

22 Tan Sok Hui's 2nd Affidavit dated 23 May 2025 ("TSH-2") at para 5.

23 TSH-2 at para 5(3), n 4 read with TSH-1 at p 115.

24 TSH-2 at para 6.

of $3,450,000, an option exercise period of one month and a completion period of ten weeks.[25] Covenson also agreed to bear certain fees including the repair, replacement and refurbishment costs, the agent commission fee, and the management fund incurred between the original completion date with Mr Kwon and the eventual completion date with the new purchaser.[26]

Procedural history

16 On 4 October 2024, Mr Kwon filed the Originating Application in OA 1031 seeking a declaration that Covenson's forfeiture of the sum of $19,401,000 received from Mr Kwon was "invalid, unlawful and/or otherwise null and void", as well as a return of the same sum with interest.[27] Subsequently Mr Kwon narrowed down his claim to the return of Further Payment 1 and Further Payment 2 (collectively, "Further Payments").[28] My analysis was thus limited to the Further Payments.

17 In the 1st affidavit filed by Ms Tan, Covenson raised three counterclaims:

(a) rectification costs amounting to $91,121.43, which comprised $32,585.20 already incurred for rectification works, $25,715.10 for replacement of the refrigerator, dishwasher and kitchen hood, $28,835 for the replacement of ceiling lighting and their corresponding transformers, and $3,986.13 for repair and refurbishment works to the

---

25 TSH-2 at paras 7, 9.

26 TSH-2 at paras 10–13.

27 HC/OA 1031/2024 Originating Application at prayers 1 and 2.

28 AWS at paras 4, 14; 26 August 2025 NEs at p 1 line 41.

swimming pool timber deck.[29] During the hearing, Covenson clarified that if Mr Kwon's claim were to be dismissed, it would narrow its counterclaim for rectification costs to $40,230.19, which comprised $32,585.20 for reinstatement works incurred prior to the resale and $7,644.99 for a new hood;[30]

(b) additional rent amounting to $40,000 since Mr Kwon was liable to pay double the amount of his rent as he had held over the Property for a month after the expiration of the tenancy;[31] and

(c) damages arising from Mr Kwon's failure to complete the sale and purchase of the Property, if the court were to grant the declaration sought by Mr Kwon that "Covenson [was] not entitled to retain the Collected Sums".[32] This would include the difference between Mr Kwon's contracted purchase price and the eventual substitute resale price, as well as additional costs incurred by Covenson: see [15] above. These additional costs included the agent commission incurred for the resale, and the management fund incurred between the original and eventual completion date.[33]

18 On 26 August 2025, I dismissed Mr Kwon's application, allowed Covenson's counterclaim for additional rent and ordered costs and disbursements fixed at a total of $37,855.90 against Mr Kwon. On 22 September 2025, Mr Kwon filed a notice of appeal against my decision to dismiss his

---

29 TSH-2 at paras 10, 15, read with TSH-1 at paras 61, 87.

30 26 August 2025 NEs at p 8 lines 4–5.

31 TSH-1 at para 88.

32 TSH-1 at paras 91−92.

33 TSH-2 at para 17.

application and allow Covenson's counterclaim for additional rent, as well as my decision on costs and disbursements.

The parties' cases

19 The question of whether Mr Kwon is entitled to a return of the Further Payments turned on whether the Further Payments were paid as part of the consideration for the grant of the option or instead as advance payments for the purchase.

20 Mr Kwon adopted the latter position and contended that the Further Payments were advance part payments such that the forfeiture of them by Covenson was invalid.[34] Mr Kwon offered the following reasons to support his contention:

(a) The express wording of the Option supported Mr Kwon's contention that the Further Payments were advance part payments and were not part of the option fee.[35]

(b) The fact that parties had been treating Mr Kwon as an owner from the outset supported Mr Kwon's contention that the Further Payments were advance part payments and were not part of the option fee.[36]

(c) Covenson did not have a contractual right to forfeit the Further Payments.[37] Instead, the Further Payments were to be returned to

---

34 See AWS at para 31.

35 AWS at paras 6(b), 15–25, 29–33.

36 AWS at paras 6(c), 33(c).

37 AWS at paras 6(a), 26–28.

> Mr Kwon in view of how the sale and purchase of the Property had not been completed and Mr Kwon had not received title to the Property, thus resulting in a total failure of basis for the transfer of the Further Payments.[38]

21 Covenson contended that the Further Payments were paid as consideration for the grant and continuation of the Option over the longer option period.[39] For this, Covenson relied on the express wording of the Option and the commercial context behind how the Option had been agreed on between the parties.[40] Covenson relied on the analysis adopted in the decision of the Appellate Division in *TG Master Pte Ltd v Tung Kee Development (Singapore) Pte Ltd* [2024] 1 SLR 690 ("*TG Master*"), contending that the Further Payments were part of the true, non-refundable option fees.[41]

Claim

22 The first question is whether the Further Payments formed part of the consideration for the option and so were earned by the grant and holding open of the option during the option period or were instead a deposit or part-payment toward the purchase of the Property.

23 Only if the Further Payments were found *not* to be consideration for the option, would the court have to apply the framework set out in *Li Jialin v Wingcrown Investment Pte Ltd* [2024] 2 SLR 372 ("*Wingcrown*") (at [73]) for claims seeking the return of an alleged deposit. Under the first step, the court

---

38 AWS at paras 6(d), 40–42.

39 Respondent's Written Submissions dated 7 August 2025 ("RWS") at paras 24, 32.

40 RWS at paras 33–37.

41 RWS at paras 25–32, 36.

would have to consider whether the Further Payments were a deposit or part-payment toward purchase: *Wingcrown* at [73(a)]. If the Further Payments were found to be part-payment, their recoverability would then be determined under general law. If the Further Payments were found to be a deposit, the court would then proceed to consider whether Covenson was entitled to forfeit the Further Payments or would be precluded from doing so on the basis that the Further Payments were not a "true deposit". The distinction is between reasonable true deposits serving as an earnest for performance by the purchaser and part payments disguised as deposits, far exceeding what would be reasonably necessary to serve the function of earnest money: see *TG Master* at [89]–[90]; *Wingcrown* at [73].

The Nature of the Further Payments

24 The terms of the Option determine the nature of the Further Payments. Perhaps because the parties were seeking to reflect bespoke terms into an otherwise general form contract, operative terms were included within the recital section. In my view, this drafting choice, while untypical, did not hold any significance for the task of interpretation. The relevant recitals within the Option are as follows:[42]

> A. IN CONSIDERATION of the Option Fee paid by the Purchaser to the Vendor, the receipt of which the Vendor hereby acknowledges, the Vendor hereby grants the Purchaser this option to purchase (the "Option") the Property upon the terms and conditions contained in this Option, and will be null and void if not exercised in the manner prescribed herein on or before the Option Expiry Date.
>
> B. The Purchaser shall, on or before Further Payment Date 1, pay to the Vendor Further Payment 1 and on or before Further Payment Date 2, pay to the Vendor Further Payment 2 by way of a cheque or cashier's order made in favour of the Vendor. If

42 TSH-1 at pp 64–65.

> the Purchaser does not make payment of Further Payment 1 by Further Payment Date 1 and/or Further Payment 2 by Further Payment Date 2, this Option to Purchase shall be null and void and the Option Fee and/or Further Payment 1 and/or Further Payment 2 (or any part thereof) shall be entirely forfeited to the Vendor.
>
> …
>
> C. To exercise this Option, the Purchaser shall do all of the following on or before the Option Expiry Date:
>
> > …
> >
> > iii. pay to the Vendor the Further Payment 1 and/or Further Payment 2 together with the interest accruing thereon (if such payment has not been made in accordance with Paragraph B and if the Vendor has by written notice to the Purchaser informed that the Vendor is treating the Option as still valid and subsisting); and
> >
> > …
>
> D. If the Purchaser fails to exercise the Option in the manner prescribed herein, the Vendor's offer herein shall lapse and shall no longer be capable of acceptance and the Vendor shall forfeit and retain for its own benefit the Option Fee and/or Further Payment 1 and/or Further Payment 2 (or such part thereof), as the case may be.
>
> …
>
> F. … In the event that the Option Fee, Further Payment 1, Further Payment 2 or the Deposit (or any part thereof) is not received, or any cheque tendered for the Option Fee, Further Payment 1, Further Payment 2 or the Deposit (or any part thereof) is not honoured on first presentation for any reason whatsoever, the Vendor shall be entitled at the Vendor's option either:-
>
> > (a) to forthwith treat this Option as null and void ab initio; or
> >
> > …
>
> [emphasis in original omitted]

25 Mr Kwon relied on the point that the "Option Fee" in Recital A was defined as $388,000 (see [6] above) to contend that parties had "agreed that the consideration supporting Covenson's grant of the [Option] was the Option Fee

of $388,000 that had been received by Covenson" [emphasis in original omitted] and that the Option was in effect upon the payment of the $388,000.[43] Mr Kwon then interpreted Recital B as a condition subsequent providing that non-payment of the Further Payments would result in the "avoidance of an option which had already been constituted" [emphasis in original omitted].[44]

26 Mr Kwon also contended that because Recital E provided that upon exercise of the Option, the Further Payments (together with the Option Fee and the Deposit) would "secure the due performance … and the completion of the sale and purchase of the Property" [emphasis in original omitted], the Further Payments were indeed security for performance and hence subject to the penalty rule.[45]

27 However, I disagreed with Mr Kwon's interpretation of the Option. The question to ask is what had to be paid in order to keep the option open for the option period. The option period here was much longer than the usual period because of circumstances specific to Mr Kwon (his being subject to higher ABSD rates as a foreigner) and it was Mr Kwon who had requested that longer period.

28 Mr Kwon (through his wife) accepted that the Option had "unique features" and "was neither a, nor intended to be, the typical option to purchase in a property purchase market".[46] In particular, Mr Kwon (again through his wife) accepted that the 18-month option exercise period was "a relatively

---

43 AWS at paras 16–18, 20.

44 AWS at paras 19–20.

45 AWS at paras 32–33.

46 LD-1 at para 13.

extended one".[47] This was in contrast to the four-week option exercise period initially proposed on 11 December 2021. Mr Kwon needed more time because he hoped to change his immigration status in the intervening time so as to avoid incurring the increased ABSD.

29 The longer option period meant that Covenson had to keep the Property off the market for longer. The grantor of the option takes the risk that property prices will fall before the date arrives for exercise of the option. In such circumstances, the grantee may choose not to exercise the option, leaving the grantor with the unsold property that is worth less than it was when the option was granted. It is natural that the longer the option period (and hence the longer the period during which the grantor takes this risk of falling prices), the higher the option fee that is needed to compensate for the period of risk.

30 Indeed, in this case, evidence was adduced that Covenson's concern was not simply of a general risk of falling prices but instead specifically concerned regulatory uncertainty around ABSD and additional cooling measures.[48] Such measures, if introduced, would impact prices for luxury properties such as the Property.

31 Further, the timing of the Further Payments is significant. They were to be made prior to the expiry of the option period and exercise of the Option. Payments made prior to the formation of the sale and purchase agreement (which would occur only upon exercise of the Option) are, in principle, hard to allocate to a contract not yet in existence. It is straightforward to allocate them instead to the contract that is in existence, namely the option contract. This is in

---

47 LD-1 at para 13(a).

48 TSH-1 at para 85.

line with observations made by the Appellate Division of the High Court that sums paid *prior* to the exercise of an option would typically be part of the option fee paid for the grant of the option (and not part payment towards the purchase): *TG Master* at [84], [97].

32 Therefore, I found that the Further Payments were part of the consideration for the Option. Accordingly, they were fully earned by Covenson's keeping the Property off the market during the option period.

33 Mr Kwon had a further argument based on the terms of the Option. This was that the right to forfeit the Further Payments was predicated upon failure to exercise the Option (per Recital D) while upon exercise of the Option, they became security for due performance and completion (per Recital E).[49] His counsel contended that the fact the Option was exercised also distinguished this matter from *TG Master*, where the option was not exercised. I rejected this contention. Even if an option is exercised so as to bring into existence a sale and purchase agreement, the consideration paid for grant of the option does not become refundable if the purchase is not completed, unless otherwise agreed by the parties. The option fee is earned by grant of the option and by keeping the subject of the option exclusively available to the grantee for the option period: *TG Master* at [84]. Thus, whether any part of the Option Fee credited to the purchase price becomes refundable in the event of non-completion is a matter of construction to determine what the parties agreed. This approach is consistent with that of the Court of Appeal of New South Wales in *J & Z Holding (Aust) Pty Ltd v Vitti Pty Ltd* [2024] NSWCA 2, which was not cited by either party. Tellingly in this case, both Recitals D and E refer to the Option Fee in the same breath as the Further Payments and do not distinguish them. In my judgment,

[49] AWS at paras 27(b), 33.

Recital E merely made clear that the payments made for the Option had to be credited toward payment of the purchase price of the Property. There was no agreement that upon exercise of the Option, the Further Payments would become refundable, in the event of non-completion. Moreover, it cannot be said that there was a "total failure of basis" or "total failure of consideration". Mr Kwon received what he bargained for: the Option and his right to exercise it. It was Mr Kwon who decided not to proceed with the purchase.

34 As such there was no need to consider whether, if they were deposits or part-payments, Covenson was entitled to forfeit them. I thus dismissed Mr Kwon's application in full.

Counterclaim

35 I next turn to Covenson's counterclaim which had three components – (a) reinstatement costs; (b) additional rent; and (c) diminution in property value and mitigation expenses. At the hearing, Covenson clarified that in the event I were to dismiss Mr Kwon's claim, it would only be seeking: (a) reinstatement costs comprising $32,585.20 for reinstatement works incurred prior to the resale and $7,644.99 for a new hood; and (b) the additional rent amounting to $40,000.[50] Having dismissed Mr Kwon's application in full, I will only address these two counterclaims.

[50] 26 August 2025 NEs at p 8 lines 4–5.

Counterclaim for reinstatement costs

36 Covenson's counterclaim for reinstatement costs stemmed from an allegation that Mr Kwon had breached cl 4(l) of the Tenancy Agreement. Clause 4(l) of the Tenancy Agreement is as follows:[51]

> 4. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows:
>
> …
>
> (l) At the expiration or earlier determination of the said term to peaceably and quietly deliver up to the Landlord the said premises *in its original state and condition fair wear and tear excepted* in accordance with the stipulations and conditions herein contained. At the expiration or earlier determination of the said term all fixtures and fittings and appliances shall be left complete in proper working order and condition and all keys to all doors of the said premises shall be returned to the Landlord, save that in the event the Agreement is terminated for reasons due to unsatisfactory replies to legal requisitions pursuant to Clauses 7 and 8 of the Option, the Tenant agrees to deliver the said premises in its original state and condition, failing which the Landlord may effect all works which the Vendor may in its absolute discretion deem necessary to reinstate the premises to its original state and condition, and recover the costs and expenses from the Tenant.
>
> [emphasis in original omitted; emphasis added in italics]

37 For the reinstatement costs amounting to $32,585.20, Covenson relied on an excel sheet it prepared compiling a list of the suppliers which were engaged for the reinstatement works, a description of the works done by each supplier and the amounts paid to each supplier.[52] For the new hood amounting to $7,644.99 (inclusive of Goods and Services Tax), Covenson relied on a tax invoice from the supplier which stated the cost of the hood.[53]

---

51 TSH-1 at p 95.

52 TSH-1 at para 61, p 115.

53 TSH-2 at p 22.

38 Mr Kwon did not dispute that he had breached cl 4(l) of the Tenancy Agreement. Instead, his main argument was that Covenson had failed to discharge its burden of proof regarding the costs amounting to $32,585.20 for reinstatement works incurred prior to the resale and $7,644.99 for a new hood.[54] For the prior reinstatement costs, Mr Kwon argued that Covenson ought to have adduced documentary evidence, such as invoices or receipts, to prove that the amounts claimed were in fact incurred.[55] Mr Kwon further argued that neither piece of evidence demonstrated why he should be made accountable for these costs, especially since he and his family had vacated the Property close to nine months before these issues were raised.[56]

39 In my view, while Covenson had deposed on affidavit the amounts said to have been spent on reinstatement works, insufficient evidence was adduced regarding the details of these works. For instance, while the excel sheet produced by Covenson stated that reinstatement works were done "[t]o replace faulty cloths [*sic*] hanger and replace new system",[57] insufficient evidence was provided regarding the complaints for the court to properly consider first whether there was some deterioration or damage as against the condition of the Property when the tenancy began (on which Covenson would bear the burden) or on whether such deterioration or damage was merely due to fair wear and tear (on which Mr Kwon would bear the burden). There had certainly been changes made by Mr Kwon as the tenant and the Property was not reinstated to

---

54 AWS at para 52–54; 26 August 2025 NEs at p 8 line 29–p 9 line 2.

55 AWS at para 52; 26 August 2025 NEs at p 8 line 29.

56 AWS at para 53–54; Lee Daeun's 3rd Affidavit dated 6 June 2025 ("LD-3") at paras 13, 16.

57 TSH-1 at p 115.

its original condition, but these changes were not clearly linked to the costs claimed by Covenson.

40 Therefore, I dismissed Covenson's counterclaim for the prior reinstatement costs and the new hood. Covenson has not appealed against this.

Counterclaim for additional rent

41 Covenson counterclaimed double rent amounting to $40,000 during the holding over period pursuant to s 28(4) of the Civil Law Act 1909 (2020 Rev Ed) ("CLA"). This subsection provides as follows:

> ***Double rent or double value on holding over by tenant***
>
> (4) *Every tenant holding over after the determination of his tenancy shall be chargeable*, at the option of his landlord, *with double the amount of his rent until possession is given up by him* or with double the value during the period of detention of the land or premises so detained, whether notice to that effect has been given or not.
>
> [emphasis added]

42 Mr Kwon did not contest the applicability of s 28(4) of the CLA. Instead, his main argument was that Covenson had, by way of a letter dated 17 July 2023 from its counsel to Mr Kwon's counsel (at the time) ("17 July 2023 Letter"), either waived its right to claim for double rent or become estopped from making this counterclaim for double rent since Covenson had by its word or conduct induced Mr Kwon to continue holding over the Property under the impression he would not be liable for double rent.[58] In particular, Mr Kwon relied on the following representation by Covenson's counsel in the 17 July 2023 Letter:[59]

---

58 AWS at paras 55–57.

59 TSH-1 at p 196.

> 2. Our client highlights that the Property is being held over as the Tenancy Agreement expired on 22 June 2023. Under Section 28(4) of the Civil Law Act 1909, our client would be entitled to double the monthly rent of S$40,000 provided for in the Tenancy Agreement ("Monthly Rent") from 22 June 2023 to the date your client vacates the Property's premises ("Holding Over Period"). *However, as a gesture of goodwill, our client agrees to your client continuing to pay the same Monthly Rent for the Holding Over Period,* ***provided that the Property be vacated, returned to its 'original state and condition' and delivered up to our client in accordance with Clause 4(I) of the Tenancy Agreement***, by no later than 10am on 21 July 2023 ("Stipulated Timing").
>
> [emphasis in original omitted; emphasis added in italics and bold italics]

43 Covenson's offer in effect not to charge double rent during the 1-month holding over period between 22 June and 21 July 2023 was subject to "the Property [being] vacated, returned to its 'original state and condition' and delivered up to [Covenson] in accordance with Clause 4(I) of the Tenancy Agreement". This condition was not met as Mr Kwon had not reinstated the Property.[60]

44 Therefore, I found that Covenson had not waived its right to charge, nor was it estopped from charging, double rent pursuant to s 28(4) of the CLA. I thus allowed Covenson's counterclaim for additional rent of $40,000.

---

60 See RWS at para 74.

Conclusion

45 In conclusion, I dismissed Mr Kwon's application and Covenson's counterclaim for cost of reinstatement works. However, I allowed Covenson's counterclaim for additional rent amounting to $40,000.

46 On the question of costs, Covenson sought costs amounting to $40,000 and disbursements of $2,855.90,[61] while Mr Kwon argued that costs should be valued at $20,000.[62] I awarded costs in favour of Covenson at $35,000 and disbursements of $2,855.90. I took into account that: (a) the matter was fixed for a day, although only about half a day was taken; (b) there were extensive affidavits and citation of authorities; and (c) an offer to settle had been made by Covenson which would have been more favourable to Mr Kwon than the eventual outcome.[63] Accordingly, I directed that the amounts paid into court be

61 26 August 2025 NEs at p 11 lines 9–12.

62 26 August 2025 NEs at p 11 line 26.

63 26 August 2025 NEs at p 11 lines 14–16.

released to Covenson in the amount of $37,855.90 and any balance be returned to Mr Kwon.

Philip Jeyaretnam
Judge of the High Court

Seow Fu Hong Colin and Huang Qianwei (Colin Seow Chambers LLC) for the applicant;
Aaron Lee Teck Chye, Afzal Ali and Sabrina Colette Theseira Hui Xuan (Allen & Gledhill LLP) for the respondent.