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DEPUTY REGISTRAR
TEO WEI LING
5 MAY 2025

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2025] SGMC 24

Magistrate Court Suit No 2139 of 2024
Summons No 2729 of 2024
Summons No 2743 of 2024

Between

- (1) Vivek Kapoor
- (2) Chawla Richa Mrs Richa Kapoor

... Claimants

And

Zhang Xiaoshi

... Defendant

JUDGMENT

[Civil Procedure – Judgments and orders – Setting Aside]

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Vivek Kapoor and another
v
Zhang Xiaoshi

[2025] SGMC 24

Magistrate Court Suit No 2139 of 2024
Summons No 2729 of 2024
Summons No 2743 of 2024
Deputy Registrar Teo Wei Ling
17 September 2024, 15 October 2024, 18 December 2024, 18 February 2025

5 May 2025

Deputy Registrar Teo Wei Ling:

Introduction

1 The present applications arise out of a tenancy dispute between the claimants as landlord and the defendant as tenant. At a case conference on 10 July 2024, the claimants obtained judgment in the absence of the defendant (“Default Judgment”), on the following terms:

In light of the Defendant's absence at the case conference for MC/OC 2139/2024 on 10 July 2024, pursuant to Order 2 rule 6(4) read with Order 9 rule 4(2) of the Rules of Court 2021, the Defendant's defence is dismissed and judgment is entered for the Claimants against the Defendant on the following terms:

1. The Defendant is to pay to the Claimants damages in the sum of \$16,923 (this comprises of the \$4,638 April 2023 rental and 1 month interest, \$19,185 for repairs and replacements, less rental deposit of \$6,900)

2. The Defendant is to pay to the Claimants costs of this action fixed by the court at \$4,500 all-in.

2 Subsequently, the defendant filed the present two identical applications to set aside the Default Judgment.

3 Having carefully considered the matter, I dismiss the defendant's applications. I now provide my reasons for my decision.

Background facts

4 The relevant facts are simple. The claimants leased an apartment ("**Apartment**") to the defendant from 1 May 2020 to 30 April 2022. Upon the expiry of the tenancy agreement, parties entered into a second tenancy agreement ("**Tenancy Agreement**"), effectively extending the lease for the Apartment, for the period from 1 May 2022 to 30 April 2023. It is undisputed that the lease expired on 30 April 2023 and that the security deposit held by the claimants at the expiry of the tenancy was \$6,900.

5 The claimants' claim in the present action is for damages arising from breach of contract. In particular, the claimants allege that the defendant has breached the Tenancy Agreement by:

(a) First, failing to pay rent for the month of April 2023;

(b) Second, failing to maintain the apartment in good and working condition in breach of clause 3(d) of the Tenancy Agreement; and

(c) Third, failing to maintain the air-conditioning system in the Apartment in breach of clause 3(o) of the Tenancy Agreement.

6 The defendants’ pleaded defences to the claimants’ claims are that:

(a) First, there was a “mutually verbally agreed-upon arrangement”¹ to use the security deposit of \$6,900 to set off against the last month of rent payable;

(b) Second, the Apartment “was not in a clean condition”² at the start of the tenancy; and

(c) Third, “[t]here was an ongoing issue with the air-conditioner when [the defendant] first moved in” and that it was the “landlord’s responsibility to ensure that the rental property, including appliances like the air conditioner, were maintained in good working condition throughout the tenancy”³.

7 A case conference was fixed for MC/OC 2139/2024 on 10 July 2024. However, the defendant failed to attend the hearing.

8 In the circumstances, in light of the defendant’s absence at the case conference, pursuant to Order 2 rule 6(4) read with Order 9 rule 4(2) of the

¹ Defence filed on 3 June 2024 at page 1

² Defence filed on 3 June 2024 at page 1

³ Defence filed on 3 June 2024 at page 2

Rules of Court 2021 (“**ROC**”), the defence was dismissed and judgment was entered for the claimants on the terms of the Default Judgment.

9 Pursuant to the Default Judgment, the defendant was to pay to the claimants damages in the sum of \$16,923, comprising of:

- (a) \$4,638, being the unpaid rental for April 2023 and 1 month interest;
- (b) \$19,185 for repairs and replacements, as follows:
 - (i) \$6,100 for air-conditioning repairs and replacements;
 - (ii) \$1,050 for cleaning the Apartment; drycleaning of curtain;
 - (iii) \$1,500 for repairing and replacing damaged kitchen cabinets;
 - (iv) \$1,000 for repairing and replacing the damaged common toilet vanity;
 - (v) \$3,795 for replacement and repair costs for appliances such as refrigerator, television, microwave, kitchen hood hob, dryer, tv cabinet, dining table, patio furniture;
 - (vi) \$500 for replacement and repair costs for toilet doors;
 - (vii) \$740 for replacement and repair costs for lights and missing keys;
 - (viii) \$4,500 for polishing of floors and painting of entire Apartment; and

(c) less rental deposit of \$6,900.⁴

10 On 7 August 2024 and 16 August 2024, the defendant filed two identical applications to set aside the Default Judgment.

The law on setting aside default judgments

11 Under Order 13 rule 8 of the ROC, the court may set aside a judgment entered in default of appearance. It is well-established that if the default judgment is a regular one, the test is whether the defendant can show a *prima facie* defence that raises triable or arguable issues (See *Mercurine Pte Ltd v Canberra Development Pte Ltd* [2008] 4 SLR(R) 907 at [95]–[96]).

12 It is not disputed in the present applications that the Default Judgment was a regular default judgment. Accordingly, in order to successfully set aside the Default Judgment, the defendant has to present a defence on merits.

My decision: the Default Judgment should not be set aside

13 I consider whether the defendant has shown a *prima facie* defence in respect of each of the claimants’ heads of claim in turn.

Claim for unpaid rent for April 2023

14 The claimants’ first pleaded head of claim is for rent payable for the last month of the tenancy, April 2023, plus interest, totalling \$4,638.

15 Although the defendant pleaded in her defence that there was a “mutually verbally agreed-upon arrangement” to set off the security deposit against the last month of rent, the three supporting affidavits filed by the

⁴ Statement of Claim, Annex, page 5

defendant in the present applications are silent on this point. No particulars, details or any further explanation about this alleged arrangement were provided.

16 On the other hand, the claimants rely on clause 2 of the Tenancy Agreement which expressly states that "...the Tenant shall not be entitled in any manner to use the Deposit or any part thereof to set off against the Monthly Rent or any part thereof..."

17 Further, in the course of oral arguments, the defendant admitted that the reason why she did not pay the last month of rent for April 2023 was because she "was afraid [the claimants would] refuse to refund [her] the deposit"⁵.

18 In my view, the defendant's assertion of an alleged arrangement to set off the security deposit against rent payable is a bare assertion unsupported by any evidence. In fact, it is contradicted by the documentary evidence before me. Accordingly, I do not consider the defendant to have raised a triable issue in relation to the claim for rent payable.

Claim for damages arising from defects and missing items

19 The claimants' second head of claim is that the defendant has allegedly breached clause 2(d) of the Tenancy Agreement which states:

The Tenant hereby agrees with the Landlord as follows:

...

d) At its own cost and expense to keep the interior of the Premises including the sanitary and water apparatus, furniture, doors and windows thereof in good and tenantable repair and condition throughout this tenancy (fair wear and tear, damage by fire, water, pests, lightning, explosion, riot, civil commotion and any other cause not arising out of the negligence of the Tenant shall be excepted), and to replace the

⁵ Notes of Evidence dated 15 October 2024 ("NE 15 Oct 2024")

same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the termination of the tenancy.

20 In the Statement of Claim at page 2 and in the annexure, the claimants set out a list of defects to the Apartment as well as missing items, which they sought damages to repair and replace. In the course of oral submissions in the present applications, the claimants clarified which defects and items they were pursuing and seeking damages for, and also explained their basis for the sums claimed. The full list of defects and missing items (“**Defects and Missing Items**”) as well as the claimants’ submissions, which were pursued in the present applications, are set out in Annex A appended below.

21 The defendant’s pleaded defence is that when she initially rented the Apartment, “it was not in a clean condition as per [her] expectations and the landlord’s obligations”⁶. She also submitted that she has “evidence showing that the state of the place when [she] took over the premises was in a bad condition and very very dirty so much so that [she] had to incur expenses for cleaning, aircon servicing and repairs”⁷.

22 However, this is not a defence to whether the defendant has breached clause 2(d) of the Tenancy Agreement. The defendant has also not provided any supporting documents showing the state of the premises at the start of both the first and second tenancies, or any evidence of the expenses she allegedly incurred for repairs.

23 As for the defendant’s oral submissions in respect of the Defects and Missing Items, these can be categorised into three arguments:

⁶ Defence at page 1

⁷ Defendant’s Supporting Affidavit filed on 16 August 2024 at [10]

- (a) First, that the item was already damaged or defective since she moved in, or the item was already missing from the Apartment since she moved in, and therefore the defendant should not pay for it;
- (b) Second, the item was not damaged or defective, or that the item was not missing, and therefore the defendant should not pay for it; or
- (c) Third, the damage or defect was due to wear and tear, and the defendant is willing to partially compensate for some of the damages or defects that she concedes to.

24 The defendant's full position in respect of the Defects and Missing Items is also set out in Annex A appended below.

25 Having considered parties' oral arguments and the documentary evidence before me, I am not able to accept the defendant's submissions.

- (a) In respect of the defendant's claim that items were already damaged or defective or missing since day one, the defendant has not produced any documentary or other evidence (for example, photographic evidence of the damaged or defective items, or communications with the estate agent to enquire about missing items) to support this allegation. The defendant's position is curious especially since the missing items include an entire set of patio furniture comprising one table and two chairs, and a microwave. It is surprising that the defendant did not inform anyone or raise any questions about these missing items when going through the inventory list (which was signed by both the defendant and the estate agent) at the time she took over the Apartment.

(b) Where the defendant claims that the alleged Defects or Missing Items are in fact not damaged, defective or missing, no supporting documents or other evidence have been provided. Again, these bare assertions are unsupported by any evidence and I cannot accept the same.

(c) Further, insofar the defendant claims that some damages or defects are due to wear and tear and that she should only be liable for half or part of the replacement and repair costs, this is inconsistent. Either the damage and defect is within the expectations of regular wear and tear, or the damage and defect was caused by the defendant, in which case she would be liable to pay for damages. In any event, no supporting documents, photographic evidence or any form of expert evidence has been produced by the defendant to prove that the defects were within the usual expected wear and tear, and I cannot accept the defendant's submissions on the same.

26 The defendant's unsupported assertions are further contradicted by the affidavit and documentary evidence from Ms Christina Lim, the estate agent who handled the lease arrangements as well as the handovers at the start and the end of the subject tenancy. In this regard, Ms Christina Lim has stated on affidavit that before handing over the property to the defendant tenant at the start of the tenancy, she had prepared an inventory list⁸ after carefully inspecting the property, noted any existing defects or discrepancies in the inventory list, and this inventory list was signed by both her and the defendant. The inventory list clearly lists out the items that the defendant claims were missing since day one, such as "1 balcony table with 2 chairs" and "1 microwave oven".

⁸ Affidavit of Christina Lim filed on 7 November 2024 at page 7

27 Accordingly, I do not consider the defendant to have raised a triable issue in relation to the claimants' claim for replacement and repair costs in respect of the Defects and Missing Items.

28 However, in the course of the present applications, the claimants have fully itemised their claims for damages for the Defects and Missing Items, and also put forth their supporting evidence for the sums claimed. Having reviewed the documentary evidence put before me in the present applications, I am of the view that the sum of damages awarded should be adjusted from \$13,085 (i.e. the damages sum in the Default Judgment in respect of the Defects and Missing Items⁹) to **\$11,657**, which, in my view, the claimants have substantiated and proven in the present applications. The full list of Defects and Missing Items, as well as my findings on the same, are set out in the appended Annex A.

Claim for damages arising from air-conditioning

29 Finally, the claimants seek damages for breach of clause 2(o) of the Tenancy Agreement, which states:

The Tenant hereby agrees with the Landlord as follows:

...

o) To enter into contract with the **Landlord's qualified air-conditioner servicing contractor** to have all air conditioners in the Premises serviced and maintained once every three months at the Tenant's cost and expense throughout the term hereby created. Maintenance includes gas top-up as and when necessary. A copy of such contract shall be provided to the Landlord. The Landlord shall be responsible for repairs and and/or replacement of the air-conditioning units or parts if the Tenant fails to show proof of regular maintenance contract as stipulated. Under such circumstances, the Tenant shall be fully

⁹ The sum of \$13,085 is derived from \$19,185 (Repairs & for missing furniture / fixtures) [Statement of Claim page 2] less \$6,100 for air-conditioning repair costs [Statement of Claim page 5]

responsible for the repair and/or replacement of the air-conditioning units or parts.

30 The defendant’s pleaded defence is that she is not in breach of clause 2(o) as the air-conditioning system in the Apartment had “ongoing issues from the start of tenancy”, and although she made multiple requests to the landlord, through the estate agent, to replace the air-conditioning units, her requests were not addressed¹⁰.

31 The defendant further submitted that, at the start of the tenancy in or around May 2020, she hired a contractor to inspect the air-conditioning, who had quoted \$3,000 to repair and replace the system 3 air-conditioning unit. The defendant claims that she relayed this on to the estate agent, but both the estate agent and landlord did nothing. As a result, she had to “top up gas at every month which costed 80 dollars per time”, and the landlord and estate agent “never solved this problem” for her¹¹.

32 On the other hand, the estate agent, Ms Christina Lim, has stated on affidavit that following the defendant’s report about issues with the air-conditioning, the claimant landlords took steps to repair the air-conditioning, and the issue was successfully resolved with a few days of it being reported.¹² The claimants have also produced a whatsapp communication between the defendant and Ms Christina Lim where the defendant confirmed that all bedroom air-conditionings were functioning, and further submitted that after

¹⁰ Defence at page 2

¹¹ Affidavit of Zhang Xiaoshi dated 27 September 2024 at [5]-[8]

¹² Affidavit of Christina Lim Hua Chi filed on 7 November 2024 at [6], page 13

this issue in May 2020, the tenant did not report any significant problems with the air-conditioning system throughout the lease¹³.

33 However, the crux of the issue is whether the defendant has shown that she is not in breach of clause 2(o) of the Tenancy Agreement, i.e. whether the air conditioners in the Apartment were serviced and maintained once every three months, which includes gas top-up as and when necessary.

34 In this regard, the defendant has produced numerous receipts for air-conditioning servicing and gas top-ups during the tenancy period¹⁴. The full list of invoices is set out in the appended table at Annex B below. However, the documents show that between 1 May 2020 to 11 August 2021 (a period of one year and three months), servicing and maintenance was done only twice, on 4 May 2020 and 31 December 2020. This is in breach of clause 2(o), which requires the tenant to service and maintain all air-conditioners in the Apartment at least “once every three months”.

35 Further, it is not clear whether servicing and maintenance was done regularly since May 2022 until the end of the tenancy, 30 April 2023. While the defendant has produced a receipt by Hong Yuan Air-Conditioning Engineering for “one year four times... normal servicing from May 2022 to May 2023”, the receipt states that this is for “4 units” only, whereas there are 5 air-conditioning units in the Apartment. It is not clear that this receipt is in respect of the air-conditioners in the Apartment. This is reinforced by the fact that the defendant has produced receipts by another company, High Cool Air Conditioning, for maintenance in 6 September 2022, and for gas top-ups in September, October

¹³ Affidavit of Christina Lim Hua Chi filed on 7 November 2024 at [7]

¹⁴ Affidavit of Zhang Xiaoshi filed on 7 August 2024, Supplemental Affidavit of Zhang Xiaoshi filed on 23 September 2024

and December 2022. If the defendant already had a contract with Hong Yuan Air-Conditioning Engineering for servicing and maintenance, why did the defendant pay for normal maintenance by High Cool Air Conditioning on 6 September 2022. No explanation has been provided by the defendant whether in her pleadings, affidavits or submissions.

36 In the circumstances, I am unable to agree that any triable issues were raised in respect of the claim that the defendant has breached clause 2(o) of the Tenancy Agreement.

Conclusion

37 For all these reasons, I find that the defendant has not raised any defence on merits to set aside the Default Judgment that was entered against her. However, as previously mentioned, the Default Judgments shall be varied so that the amount of damages payable under the second head of claim is altered from \$13,075 to \$11,657. In the circumstances, the two applications are dismissed but the Default Judgment is varied in accordance with the following terms:

“1. The Defendant is to pay to the Claimants damages in the sum of \$15,495 (this comprises of the \$4,638 April 2023 rental and 1 month interest, \$11,657 for repairs and replacements, \$6,100 for air-conditioning repairs and replacements, less rental deposit of \$6,900).

2. The Defendant is to pay to the Claimants costs of this action fixed by the court at \$4,500 all-in.”

38 The costs of these applications are to be fixed by the court. Parties may file their written submissions on costs for the applications, limited to 5 pages, within two weeks from the date of this decision.

Teo Wei Ling
Deputy Registrar

First and second claimants (Vivek Kapoor and
Chawla Richa Mrs Richa Kapoor) in person
Defendant (Zhang Xiaoshi) in person

Annex A: Claim for damages arising from defects and missing items

<u>SN</u>	<u>Description of defect(s) or missing item(s)</u>	<u>Sum claimed and claimants' submissions</u>	<u>Defendant's position</u>	<u>Decision</u>
1.	Professional cleaning and curtain drycleaning	<p>\$1,050</p> <p>Quotation - Bundle of Documents page 45</p> <p>Claimants' submitted in oral arguments at the hearing on 17 September 2024 that they were "ready to waive it off as Defendant mentioned they didn't clean" the apartment at the start of the tenancy.</p>	Defendant disagrees with this item as Apartment was very dirty at the start of the tenancy.	\$0
2.	Damaged kitchen cabinet	<p>\$1,500</p> <p>Photograph – Bundle of Documents pages 8-9</p>	Damage was only to the part below the sink. Defendant did a lot of	No supporting documents provided to support defendant's assertions. On the other hand, claimants have provided photographs of the

		Quotation from Larvotto dated 6 March 2023 – Bundle of Documents page 45	repairs when she moved in.	damaged cabinet, and a quotation for repair to kitchen cabinet. \$1,500
3.	Common toilet vanity	\$1,000 Photograph – Bundle of Documents page 11 Quotation from Larvotto dated 6 March 2023 - Bundle of Documents page 45	This is wear and tear. Defendant alleged that carpenter told her cost of repair would be \$500; defendant is willing to pay \$200.	No supporting documents or basis for defendant’s submission. Photograph of damage – Bundle of Documents page 11 \$1,000
4.	Replacement and repair costs for appliances such as refrigerator, television, microwave, kitchen hood hob, dryer, tv			

	cabinet, dining table, patio furniture			
	(a) Refrigerator beyond repair; door not able to close	<p>\$1,300 (\$1,000 for similar sized fridge + \$300 delivery and disposal)</p> <p>Europeace listing – Bundle of Documents page 49</p>	<p>Defendant conceded that at the start of the tenancy the refrigerator door could close, but that it could not be closed tightly at the end of the tenancy.</p> <p>This is wear and tear; defendant is willing to pay \$650.</p>	<p>Refrigerator door not being able to close goes beyond regular wear and tear. Given that defendant has conceded there was damage to the refrigerator over the course of the tenancy, replacement cost should be payable.</p> <p>\$1,300</p>
	(b) Missing clothes dryer	<p>\$500 (\$450 estimate for used dryer + \$50 transport)</p> <p>Carousell listing – Bundle of Documents page 53</p>	<p>Defendant first claimed that she bought another dryer, but there is no evidence of purchase.</p> <p>Defendant then submitted she was willing to pay half; maximum \$200 for a new dryer.</p>	<p>No supporting documents to explain why defendant should only be liable for half of replacement cost.</p> <p>\$500</p>

	(c) 42 inch television - damaged	<p>\$280</p> <p>To replace with used tv. Carousell listing – Bundle of Documents page 50</p>	<p>Defendant claims she told the agent she did not need the television, and to leave it aside. She did not use the television.</p>	<p>No supporting documents or photographic evidence to show that television was already not working at the start of tenancy, or to show that television was kept aside safely throughout tenancy.</p> <p>\$280</p>
	(d) Microwave – damaged and beyond repair	<p>\$300</p> <p>To replace with used microwave. Carousell listing – Bundle of Documents page 51</p>	<p>Defendant claims she and all tenants had not seen a microwave before, notwithstanding one being listed in the inventory list provided at handover. Only willing to pay \$100.</p>	<p>No supporting documents to support defendant’s assertions that there was no microwave, or to justify why only \$100 is payable. Contradicted by inventory list which clearly itemises 1 microwave. Further contradicted by defendant’s message sent to the estate agent about the microwave.¹⁵</p> <p>\$300</p>

¹⁵ Zhang Xiaoshi’s affidavit dated 23 September 2024 page 39.

	<p>(e) Kitchen hob damaged</p>	<p>\$800</p> <p>Receipt dated June 2023 – Bundle of Documents page 52</p>	<p>Kitchen hob was not working, but not due to defendant’s fault.</p>	<p>No supporting documents or photographic evidence by defendant to show that hob was already spoilt since start of tenancy. Not listed in inventory list.</p> <p>However, receipt produced by claimants show that cost of replacement hood and hob was only \$569, not \$800. Accordingly, damages awarded for this item should be accordingly adjusted.</p> <p>\$569</p>
	<p>(f) Missing patio furniture (1 balcony table and 2 chairs)</p>	<p>\$250</p> <p>To replace with used patio furniture set</p> <p>Carousell listing - Bundle of Documents page 54</p>	<p>Defendant does not know what these items are. Willing to pay \$50.</p>	<p>No supporting documents to show that these items were already missing since start of tenancy, or to justify why only \$50 is payable. Contradicted by inventory list which clearly itemises this set of furniture.</p> <p>\$250</p>

	(g) TV cabinet broken	\$185 Photograph of damage – Bundle of Documents pages 28 -30	Defendant claims cabinet is not damaged.	While the defendant has produced a photograph of a television on a console, the photograph is not dated, and there is no explanation as to what this photograph is showing. On the other hand, the Claimant has produced a photograph of the television cabinet showing the damaged cabinet drawer frame. The estate agent Ms Christina Lim had also confirmed the Itemised List of Damages and Defects prepared following the claimants landlords inspection on or about 4 May 2023, and noted the description as accurate as at handover dated on 30 April 2023. \$158
	(h) Master bedroom	\$180	No response	\$180

	mattress cleaning	No supporting documents for payment of cleaning costs		Claimant has produced photograph of the stains caused to the mattress – Bundle of Documents page 34. Reasonable sum for cleaning.
	(i) Washing machine switch spoilt	\$80 to repair and replace	Defendant concedes this damage, but only to paying half - \$40.	<p>No explanation or legal basis for why defendant should only be liable for half.</p> <p>However, documents submitted by claimant show that the replacement dryer is in fact a washer & dryer, at cost of \$450.</p> <p>No supporting documents to show \$80 washing machine repair costs. Therefore, no damages should be awarded for this item, since already included in replacement dryer cost.</p> <p>\$0</p>
	(j) Damaged utility toilet water tank	\$80 Bundle of Documents – page 38	Defendant disagrees that this was damaged.	No supporting documents or photographic evidence to support defendant’s assertion. In contrast,

				<p>claimants have produced contemporaneous email from agent listing out defects identified at handover, which includes this defect.</p> <p>\$80</p>
5.	Toilet doors (master bedroom)	<p>\$500 (\$440 to replace + \$60 disposal)</p> <p>Photographs – Bundle of documents page 22-23 Quotation from Larvotto dated 1 May 2023 - Bundle of Documents page 48</p>	The doors were good.	<p>No supporting documents or photographic evidence by defendant to show door was good. In contrast, claimants have produced photographs showing chipped and damaged bottom side of door.</p> <p>\$500</p>
6.	Replacement and repair costs for lights and missing keys	<p>\$740</p> <p>Quotation from Larvotto dated 6 March 2023 – Bundle of Documents page 45</p>	(a) Defendant concedes keys were missing, but that defendant is not responsible.	<p>No explanation or legal basis for why defendant should not be responsible for missing keys.</p> <p>No supporting documents or photographic evidence to support</p>

	<ul style="list-style-type: none"> (a) Missing keys to house (b) Spoilt lights (c) Repair of toilet tiles (d) Door handle 	<p>Photographs – Bundle of Documents pages 35, 37</p>	<ul style="list-style-type: none"> (b) Defendant claims before handing back premises, she turned on all the lights to show agent. (c) Defendant concedes this damage and to paying \$150. (d) Defendant concedes this damage and to paying \$50. 	<p>defendant’s assertion that lights were all working. In contrast, claimants have produced contemporaneous email from agent listing out defects identified at handover, which includes this defect.</p> <p>\$740</p>
7.	<p>Polishing of floors and painting of entire Apartment</p>			
	<ul style="list-style-type: none"> (a) Painting for whole unit 	<p>\$2,150</p> <p>Quotation from Larvotto - Bundle of Documents page 46</p>	<p>Defendant took the initiative to paint the house.</p>	<p>No supporting documents or photographic evidence to show full painting works done by defendant, or costs incurred by defendant for doing the same.</p>

				\$2,150
	(b) Parquet and marble flooring of 2 rooms, as well as marble flooring of living room were scratched and damaged.	\$2,150 for polishing Photographs – Bundle of Documents pages 20-22 Quotation from Larvotto dated 1 May 2023 - Bundle of Documents page 47	Already damaged at start of tenancy	No supporting documents or photographic evidence by defendant to show state of flooring at start of tenancy. In contrast, claimants have produced photographs showing scratches in flooring. \$2,150
			<u>TOTAL:</u>	<u>\$11,657</u>

Annex B: Supporting documents by Defendant in respect of air-conditioning servicing and maintenance

Affidavit of Zhang Xiaoshi filed on 7 August 2024 (“DAff”)

Supplemental Affidavit of Zhang Xiaoshi filed on 23 September 2024 (“DSuppAff”)

SN	Date	Description of works	Company	Reference
1.	4 May 2020	Normal service for 5 units	Winco Air-Con Engineering	DAff p5 DSuppAff p8
2.	31 December 2020	Normal maintenance for 5 units	High Cool Air Conditioning	DAff p9 DSuppAff p18, 21
3.	14 May 2021	Gas top up	LG	DAff p7 DSuppAff p24
4.	12 August 2021	Receipt for “One year four times normal maintenance services 5 number air-con” (12 Aug, Nov 2021, Feb 2022, April 2022)	High Cool Air Conditioning	DSuppAff p28
5.	2 November 2021	Normal maintenance + gas top up	High Cool Air Conditioning	DSuppAff p12 DSuppAff p25
6.	30 November 2021	Gas top up	High Cool Air Conditioning	DSuppAff p13
7.	6 January 2022	Gas top up and servicing of 5 units	High Cool Air Conditioning	DSuppAff p15
8.	8 March 2022	Maintenance	High Cool Air Conditioning	DAff p10 DSuppAff p19, 22
9.	10 May 2022	Receipt for one year four times “4 units” normal servicing from	Hong Yuan Air-Conditioning Engineering	DSuppAff p11, 27

		May 2022 to May 2023		
10.	3 September 2022	Gas top up	High Cool Air Conditioning	DSuppAff p14
11.	6 September 2022	Maintenance, 5 units	High Cool Air Conditioning	DAff p8 DSuppAff p10, 17, 20
12.	14 October 2022	Gas top up	High Cool Air Conditioning	DAff p11 DSuppAff p23
13.	14 December 2022	Gas top up	High Cool Air Conditioning	DSuppAff p16