Please delete where applicable –

1. This judgment DOES / ~~DOES NOT~~ need redaction.
2. Redaction HAS / ~~HAS NOT~~ been done.

DISTRICT JUDGE TEO GUAN KEE
1 APRIL 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 117

District Court Originating Claim No 1685 of 2023

Between

Lim Siew Hwa

… *Claimant*

And

Loh Kim Hon

… *Defendant*

JUDGMENT

Landlord And Tenant – Termination of leases – Whether covenants amounted to conditions of the tenancy agreement

Landlord And Tenant – Covenants – Quiet enjoyment

TABLE OF CONTENTS

Lim Siew Hwa
v
Loh Kim Hon

[2026] SGDC 117

District Court Originating Claim No 1685 of 2023

District Judge Teo Guan Kee

13 Jan 2025, 5-7 Mar 2025, 27-28 May 2025, 14 Aug 2025

1 April 2026 Judgment reserved.

District Judge Teo Guan Kee:

Introduction

Parties

1 The Claimant and the Defendant are both natural persons.

2 At all material times, the Claimant was the owner of the premises at *[redacted address]* (the "**Premises**"), a semi-detached house.

Background

3 By way of a tenancy agreement dated 15 July 2021 (the "**TA**"), the Claimant agreed to rent the Premises to the Defendant for a four year period from 30 September 2021 to 29 September 2025 at a monthly rent of $4,000.

4 The Claimant left many matters related to the TA to be dealt with by her son, Chow Hoo Siong ("**Hoo Siong**"), who in turn gave instructions to her real estate agent, Tan Beng Lay ("**Bessie**"). She confirmed, under cross-examination, that Hoo Siong had "full authority" to act on her behalf for all matters related to the tenancy under the TA.[1]

5 The Claimant, Hoo Siong and Bessie gave evidence on behalf of the Claimant at the trial before me.

6 During the tenancy, the Defendant occupied the Premises together with his wife, Lydia Low Bee Lian ("**Lydia**"), his son, Keegan Loh Yisheng ("**Keegan**") and his daughter, Claudia Loh Yilin ("**Claudia**").

7 At trial, the Defendant, Lydia and Keegan gave evidence before me. Claudia did not attend to give evidence but the contents of her affidavits of evidence-in-chief ("**AEIC**") were admitted by consent into evidence and her attendance was dispensed with.

8 Various disputes, the particulars of some of which will be discussed in more detail later in these Grounds, arose between the parties in the course of the tenancy and by way of a letter dated 29 September 2023 sent by the Claimant's

[1] NE 13 January 2025 15/12-14.

lawyers to the Defendant,[2] the Claimant purported to terminate the TA on the basis that the Defendant had committed repudiatory breaches of the TA.

9 In the same letter, the Claimant's lawyers gave notice to the Defendant that the Claimant would be exercising her right to re-enter the Premises on 9 October 2023, and demanded that the Defendant deliver vacant possession of the Premises accordingly.

10 On 9 October 2023, Hoo Siong and Bessie attempted to take possession of the Premises but were not successful.

11 Thereafter, on 6 November 2023, the Claimant commenced this suit against the Defendant seeking, in summary, a declaration that the TA had been terminated, possession of the premises, associated damages, double rent for holding over by the Defendant beyond the date of purported termination and costs.

Summary of the Claimant's case

12 The Claimant has averred that the Defendant committed the following repudiatory breaches of the TA and that these breaches entitled her to terminate the TA:

(a) A wooden study table was moved by the Defendant to the backyard (the "**Study Table Breach**");

(b) A set of black metal grilling was removed from the junior master bedroom and stored underneath a stairwell (the "**Grilling Breach**");

[2] Hoo Siong's AEIC at page 151.

(c) A table allegedly affixed to a wall in the second floor bedroom was moved to a storeroom (the "**Bedroom Table Breach**");

(d) Ceiling fans in the premises, which the Claimant had agreed the Defendant could remove, subject to reinstatement at the end of the tenancy, had not been stored in the storeroom of the Premises as stipulated in the TA (the "**Ceiling Fans Breach**"); and

(e) The Defendant unreasonably refused to facilitate inspections of the Premises requested by the Claimant or her representatives (the "**Inspection Breach**").

13 The Claimant has also averred that even if the breaches above were not repudiatory breaches on an individual basis, when viewed collectively, they amounted to a repudiation of the TA (the "**Collective Breach**").

14 Based on the aforementioned alleged breaches, the Claimant asserted that she was entitled to terminate the TA.

15 For completeness, other complaints were raised by or on behalf of the Claimant in correspondence which passed between the parties hereto or their representatives. However, to the extent that they have not been pleaded as amounting to breaches of the TA, they will not be considered in these grounds.

Summary of the Defendant's defence and counterclaim

16 The Defendant denies that he breached any of the terms of the TA or, alternatively, even if there was any breach, the Defendant averred that none of the breaches amounted, individually or collectively, to a repudiatory breach.

17 With reference to the facts underlying the alleged Inspection Breach, the Defendant has averred that not only did he not breach the TA, to the contrary, it was the actions of the Claimant's authorised representatives, Hoo Siong and Bessie, in persistently and repeatedly carrying out or requesting inspections of the Premises, which amounted to breaches of the TA. Specifically, the Defendant has averred that such actions amounted to a breach of a "quiet enjoyment clause" in the TA (the "**Quiet Enjoyment Breach**") and that he is entitled to damages for the same.

18 Separately, the Defendant has also averred that in commencing these proceedings in court without first referring the dispute to mediation or arbitration, the Claimant breached a dispute resolution clause in the TA (the "**Dispute Resolution Mechanism Breach**").

Issues to be decided

19 Having regard to the parties' respective positions, I will first consider whether the Defendant has committed any of the breaches alleged by the Claimant and, if so, whether such a breach constituted a repudiatory breach and what the consequence of such breach should be.

20 I will address each of the foregoing issues in turn.

Claimant's claims

Relevant contractual provisions

21 The following provisions in the TA were identified by the Claimant, in her Closing Submissions dated 21 July 2025 (the "**CCS**"), as forming the basis for the various breaches alleged in her Statement of Claim ("**SOC**"):

(a) Clause 4.3;

(b) Clause 4.7(a);

(c) Clause 5.1(a) read with item 17 of the Schedule to the TA; and

(d) Clause 5.1(b).

22 One preliminary issue which arises is whether any of the foregoing provisions was a condition of the contract, such that a breach of the same would be a repudiatory breach giving the Claimant an entitlement to terminate the TA. I will consider this question in relation to each of the clauses identified above.

23 The Claimant's contention is that the clauses in question entitled her to terminate the TA because they were "conditions" of the TA falling within situation 3(a) of a framework established by the Court of Appeal ("**CA**") in its decision in *RDC Concrete Pte Ltd v Sato Kogyo (S) Pte Ltd* [2007] 4 SLR(R) 413 ("***RDC Concrete***").

24 The framework is summarised at [113] of RDC Concrete and will be referred to as the **RDC Framework** in the remainder of these Grounds.

25 In *RDC Concrete*, it was held that when considering whether a contractual provision is a "condition" entitling an innocent party to terminate the contract when the condition is breached,

> …the focus is on the *nature of the term* breached and, in particular, whether the *intention of the parties* to the contract was *to designate that term* as one that is *so important* that *any* breach, *regardless* of the *actual consequences* of such a breach, would *entitle* the innocent party to *terminate* the contract…[3]

[3] *RDC Concrete* at [97].

(Emphasis in original)

26 Importantly for present purposes, the Claimant has not put forward any alternative case, in the CCS or her Reply Submissions dated 14 August 2025 (the "**CRS**"), that if the clauses she relies on are *not* conditions, she was still entitled to terminate the TA in reliance upon another part of the RDC Framework, in particular, situation 3(b) thereof.

Clause 4.3

27 Clause 4.3 of the TA provided as follows:

> **Maintenance of Fixtures and Fittings**
>
> **4.3** The Tenant shall at his own cost and expense keep the interior of the Premises including but not limited to the sanitary and water apparatus, furniture, doors and windows, fixtures and fittings in good and tenantable repair and condition throughout the Term and to replace the same with new ones if damaged, lost or broken, and at the expiry or termination of the Term, to yield up the Premises to the Landlord in good order and condition.

28 In the CCS, the Claimant's counsel submitted that this clause was a condition because

> The preservation of the interior of the Premises would be of primary importance in any Tenancy Agreement, especially one concerning a home with sentimental furnishings, especially one of considerable age.[4]

29 Whilst the Claimant's counsel referred to the importance of clause 4.3, they did not then go on to explain how such importance rendered clause 4.3 a condition of the TA, specifically, by reference to the principles enunciated in *RDC Concrete*.

[4] CCS at paragraph 26.

30 It can be seen from [97] of *RDC Concrete*, quoted earlier, that the CA regarded a term in a contract as being a condition if and only if the parties intended that "any breach" of the clause under consideration would entitle the innocent party to terminate the contract. The relevant intention of the parties to be considered, for the purposes of situation 3(a) in the RDC Framework, is an intention to designate a specific term as sufficiently "important" to give rise to a right to terminate the entire contract (here the TA) in the event of any breach of that clause, however *de minimis*.

31 The decision in *Man Financial (S) Pte Ltd v Wong Bark Chuan David* [2008] 1 SLR(R) 663 ("***Man Financial***") provides further guidance.

32 In *Man Financial*, the CA opined that the following non-exhaustive factors would be relevant in considering whether a contractual provision is a condition falling within situation 3(a) of the RDC Framework:

(a) Whether a statute classifies the term as a condition;

(b) Whether the contractual term itself expressly states that it is a condition;

(c) Whether a prior precedent has established that a contractual term is a condition; and

(d) Courts are more likely to classify a contractual term as a condition in the context of mercantile transactions, especially where they relate to timing.[5]

[5] *Man Financial* at [162] to [173].

33 I accept that the Defendant was aware that the Premises and its furnishings carried some sentimental value to the Claimant.[6] However, this does not fully answer the question as to whether the clause 4.3 was a condition of the TA.

34 To begin, the Claimant's counsel has not explained why clause 4.3, out of all the provisions in the TA, was one which the parties had *intended* to designate as a clause which would safeguard the sentimental value of the Premises for the Claimant. Given the CA's reference in *RDC Concrete* to the parties' *intentions* in designating a condition, it is not enough that clause 4.3 could *possibly* perform such a function.

35 Further, in my view the Claimant has overplayed the significance of the so-called "sentimental value" of the Premises. Plainly, the "sentimental value" of the Premises was not so great that the Claimant was unwilling to market it (along with the furniture contained therein) on the open rental market to the Defendant, with whom she had no prior relationship.

36 In this regard, there is no evidence suggesting that the Claimant was compelled in any way, for instance by straitened financial circumstances, to offer the Premises for rent. Instead, the Claimant's own AEIC stated that after her husband passed away in 2010, she "found it difficult to continue living in the Premises" as it "brought back too many memories of [her] late husband" and "therefore" she decided to lease the Premises out.

37 The Defendant and his family were also not the first group of persons to lease the Premises after the Claimant decided to put it up the Premises for rent.

---

[6] CCS at paragraphs 26 and 27.

Under cross-examination, the Claimant asserted that she had rented the Premises to "four to five families".[7]

38 In any event, the wording of clause 4.3 itself militates against the suggestion that it was intended to give rise to a right to terminate the TA for any breach thereof, however significant or insignificant the breach. This is because clause 4.3 itself provides that where the interior of the Premises (including furniture) is damaged, lost or broken, the Defendant was to "replace the same with new ones".

39 This willingness to contemplate replacements for at least some instances of damage to the "interior of the Premises" does not sit comfortably with either the CA's definition of a condition as a clause which, when breached to any degree, gives rise to a right to terminate the entire contract or the Claimant's assertions about the sentimental value of the furniture therein.

40 Apart from the foregoing, it will also be clear that none of the four considerations mentioned in *Man Financial* are applicable on the facts before me.

41 Accordingly, clause 4.3 was not a condition of the TA.

Clause 4.7(a)

42 Clause 4.7 of the TA provided as follows:

> **Access to Premises**
>
> **4.7** The Tenant shall permit the Landlord and its agents, surveyors and workmen (with all necessary appliances) at all reasonable times by prior appointment to enter the said Premises for the following:

[7] NE 5 March 2025 17/6-9.

> a) to view the condition of the Premises;
>
> b) to do all such works and things as may be required for any repairs, alterations or improvements to the said Premises;
>
> c) to do all such works and things as may be required for any repairs, alterations or improvements to any parts of any building to which the said Premises may form a part of or adjoin.
>
> Where the need for repair is due to the Tenant's negligence or default, the Landlord may serve upon the Tenant written notice specifying any work or repair necessary to be done by the Tenant. The Tenant shall, within fourteen (14) days after service of such notice, proceed with the works and repairs. If the Tenant fails to carry out the repairs within a reasonable time, the Landlord may elect to do so, and the cost incurred thereunder shall be forthwith recoverable from the Tenant as a debt due and owing from the Tenant to the Landlord.

43 Clause 4.7(a) obliged the Defendant to permit the Claimant or her representatives to enter the Premises "to view the condition of the Premises", subject to the conditions that such entry had to be "at…reasonable times" and "by prior appointment".

44 In considering the question of whether clause 4.7(a) was a condition of the TA, I begin by observing that the four factors raised in *Man Financial* do not arise in relation to this clause. In particular, the Claimant has not directed this Court's attention to any precedent which has established that such clauses have previously been found to be a condition of tenancy agreements.

45 Further, in my view clause 4.7(a) should not be viewed in isolation. Viewed in the context of clause 4.7 as a whole, it would appear that clause 4.7(a) was a mechanism by which the Claimant would be permitted to enter the Premises for the purpose of effecting "repairs, alterations or improvements" (*vide* clause 4.7(b)) or requiring the Defendant, *qua* tenant, to do so (*vide* the last paragraph of clause 4.7).

46 It is notable that even where a need to repair has been identified as "due to the Tenant's negligence or default", the express remedy vested in the landlord (i.e. the Claimant) under clause 4.7 was limited to requiring the tenant (i.e. the Defendant) to undertake repairs, failing which the Claimant was entitled to do so and recover the cost of the same from the Defendant.

47 Given that the express remedy for breaching the repair obligation contained in clause 4.7 fell well short of a right to terminate the TA, in my view it would be inconsistent to read the obligation in clause 4.7(a), being a precursor to the obligation to repair set out in the clause, as a condition entitling the landlord to exercise a remedy with more serious consequences for the tenant.

48 Accordingly, I am of the view that clause 4.7(a) was not a condition of the TA.

Clauses 5.1(a)

49 Clause 5.1(a) of the TA provided as follows:

> **5.1** The Tenant further agrees that he will not:
>
> **No Removal of Items**
>
> a) remove from the Premises any of the items, furniture and/or fittings except with the prior written permission of the Landlord and to replace any and all such removed items, furniture and/or fittings with similar articles of at least equal value or, if the Landlord so requires, pay to the Landlord the value of any of the items, furniture and/or fittings (or part thereof) which may be destroyed or damaged (reasonable wear and tear and damage by accidental fire excepted);

50 The Claimant has submitted that clause 5.1(a) was a condition of the TA, on the basis that ensuring the "proper custody of fixed fittings" was "central

to the preservation of the Premises", particularly given the "age" and "sentimental value" of the Premises.[8]

51 As I have mentioned earlier, the significance of the "sentimental value" of the Premises should not be overplayed.

52 Having regard to clause 5.1(a), it again did not engage any of the four factors raised in *Man Financial* for the purposes of considering whether it was a condition of the TA.

53 In addition, as with clauses 4.3 and 4.7(a), clause 5.1(a) also contained an express, limited remedy in the event the Defendant failed to comply with the obligation therein, with no reference to any right to terminate the TA.

54 I also consider it significant, for the purpose of considering whether it was a condition, that clause 5.1(a) covered a very large range of potential items, furniture and fittings within the Premises, the value and importance of which must necessarily have varied significantly.

55 It is therefore hard to see why the parties would have intended, in the words of the CA in *RDC Concrete* that clause 5.1(a) was a clause in connection with which "any breach, regardless of the actual consequences of such a breach" would give rise to a right to terminate the TA.

56 Accordingly, I am of the view that clause 5.1(a) was not a condition of the TA.

[8] CCS at paragraph 57.

Clause 5.1(b)

57 The above reasoning applies to the question of whether clause 5.1(b) of the TA was a condition, save in one respect. This clause provided that:

> **5.1** The Tenant further agrees that he will not:
>
> …
>
> **No Structural Alteration or Addition**
>
> b) make or permit or suffer to be made any alteration or addition (structural or otherwise) to the Premises or any part thereof without the prior written consent of the Landlord;

58 Unlike the other clauses considered thus far, clause 5.1(b) did not expressly provide for what would happen in the event it was breached. I am not convinced, however, that this rendered clause 5.1(b) a condition of the TA, falling within situation 3(a) of the RDC Framework.

59 There are several reasons for this view.

60 First, the *Man Financial* considerations are not engaged by clause 5.1(b). In particular, the Claimant has not highlighted any precedent that such a clause should be considered a condition.

61 Secondly, the Claimant's interpretation of clause 5.1(b) gave it a very wide ambit. Specifically, the Claimant did not accept (admittedly with some justification) that it was limited to "changes affecting the form or structure of the building".[9] This is demonstrated by the Claimant's submission that clause 5.1(b) covered such disparate matters as the Grilling Breach and the Bedroom Table Breach, in addition to actual structural alterations to the Premises.

[9] Claimant's Reply Submissions dated 14 August 2025 at paragraph 16 and 17.

62 As was the case with clause 5.1(a), the wide range of consequences which could ensue upon a breach of clause 5.1(b) in my view militates against a finding that such a clause could have been intended to be a condition giving rise to an entitlement to termination of the TA, regardless of the consequences of such breach.

63 In summary, I find that none of the four clauses relied on by the Claimant herein was a condition of the TA and turn now to consider the specific breaches of the TA raised in the Statement of Claim.

Study Table Breach

64 The piece of furniture which is the subject matter of this allegation was a wooden study table (the "**Study Table**") that was initially situated in a study on the Premises.[10]

65 The Claimant has averred that, during an inspection of the Premises on 25 August 2022, it was discovered that the Study Table had been relocated to the backyard of the Premises, where it had been exposed to rain and direct sunlight. It was also alleged that the Study Table was observed at that time to have sustained damage, with cracks on its side.[11]

66 The Defendant concedes that he moved the Study Table to the backyard.[12]

---

[10] Hoo Siong's AEIC at paragraph 31(b) read with paragraph 11.

[11] SOC at paragraph 6.

[12] Defendant's AEIC at paragraph 132.

67 As for the damage which the Claimant's representatives observed on 25 August 2022, in his AEIC, the Defendant did not admit that he had occasioned the damage. However, under cross-examination at trial, the Defendant accepted that:

(a) He had placed the Study Table in an area which would cause damage to it.[13]

(b) The condition of the Study Table on 25 August 2022 was worse than its condition a year prior to that date.[14]

(c) A photograph of the Study Table taken during an inspection on 23 May 2023 showed "significant damage" to the table.[15]

68 In the premises, the Claimant has submitted that the relocation of the Study Table to the backyard by the Defendant amounted to a breach of clause 4.3 of the TA, in that the Defendant had failed to "keep the interior of the Premises including…furniture…in good and tenantable repair and condition…".[16]

69 It is clear that clause 4.3 applied to furniture such as the Study Table.

70 This leaves the question of whether, in relocating the Study Table to the backyard where it was damaged by exposure, the Defendant has failed to keep the Study Table in "good and tenantable repair and condition".

---

[13] NE 28 May 2025 5/11-13.

[14] NE 28 May 2025 5/14-17.

[15] NE 28 May 2025 6/31-7/6.

[16] CCS at paragraph 20.

71 In the Defendant's Closing Submissions dated 21 July 2025 (the "**DCS**"), the Defendant's counsel asserted, in reliance on the decision of the English Court of Appeal in *Proudfoot v Hart* (1890) 25 QBD 42 ("***Proudfoot***") that good and tenantable repair ought to mean

> …such repair as, having regard to the age, character, and locality of the house, would make it reasonably fit for the occupation of a reasonably-minded tenant of the class who would be likely to take it.[17]

72 The Defendant's counsel then went on to make assertions about the "character and locality" of the Premises in order to make the point that it did not "demand a high standard of maintenance". One such assertion was that the Premises were located in a "modest residential neighbourhood, rather than a high-end or luxury development".

73 With respect, in my view no meaningful amount of evidence on the "locality" or "character" of the Premises has been adduced for this Court to adopt such a broad characterisation of the Premises and I accordingly decline to do so.

74 That being said, in my view, the principle enunciated in *Proudfoot* is still relevant to the issue under consideration, insofar as it makes clear that whether any given premises is in "good and tenantable repair" is measured by whether it would be "reasonably fit" for the occupation of potential tenants based on such evidence as is available to the Court.

75 Having regard to the foregoing, the benchmark of "good and tenantable repair" in clause 4.3 of the TA is one to be applied to the "interior of the Premises" *generally* and not to individual fixtures, fittings or pieces of furniture

[17] *Proudfoot* at 52.

within the Premises, except to the extent that their condition may affect the *overall condition* of the "interior of the Premises". To apply the "good and tenantable repair" requirement in clause 4.3 of the TA to individual pieces of furniture such as the Study Table, regardless of their overall significance within the "interior of the Premises" as a lettable whole, is in my view inconsistent with the commercial intention of parties agreeing to such a clause.

76 Clause 4.3, however, does not solely contain a covenant to keep the interior of the Premises in good and tenantable repair. It also imposes obligations on a tenant at two specific points of the tenancy:

(a) to the extent parts of the "interior of the Premises" are "damaged, lost or broken", the tenant must "replace the same with new ones"; and

(b) "at the expiry or termination of the Term", the tenant must yield up the Premises to the landlord in "good order and condition".

77 The Claimant's counsel themselves have, in the CCS, taken the position that clause 4.3 imposes "at least three discrete obligations", comprising the two obligations I have just mentioned as well as the obligation to keep the Premises in "good and tenantable repair".

78 As the natural term of the TA had not lapsed by the time of the trial in these proceedings, there is no need for me to consider the question of whether the Premises were in "good order and condition" at the expiry of the Term. Further, as I will explain in the course of these Grounds, the Defendant did not commit any repudiatory breach of the TA giving the Claimant the right to terminate the TA. As such, there is also no need to consider whether the Premises were in "good order and condition" upon the "termination" of the term in the TA.

79 This leaves the final obligation imposed by clause 4.3 of the TA, namely, to replace, *inter alia*, damaged furniture, of which the Study Table was one example.

80 On this issue, I do accept that the Defendant's actions occasioned damage to the Study Table and he was therefore obliged to "replace the same with new ones".

81 The Claimant has not, however, put forward any figure as to the value of the Study Table, even in the CCS or CRS, beyond asserting that it had been designed by her late husband, made of high-quality wood and designed to bring good fengshui.[18]

82 In the premises, there is no way for this Court to assess the damages to which the Claimant is entitled, stemming from the damage to the Study Table.

83 The Claimant will therefore be awarded a nominal sum of $50 for the damage occasioned to the Study Table.

Grilling Breach

84 It is not disputed that the Defendant or someone acting on his behalf had removed two pieces of black metal grilles from the windows of the Premises and that this had been done without informing the Claimant.[19]

85 The Claimant has averred that, in doing so, the Defendant breached either clause 4.3 or 5.1(b) of the TA.

---

[18] Claimant's AEIC at paragraph 27.

[19] Defendant's AEIC at paragraph 163.

86 Having regard first to clause 4.3, as was the case with the Study Table, I am of the view that the removal of the two black metal grilles, on their own, did not affect the overall condition of the "interior of the Premises" so as to constitute a breach of clause 4.3 of the TA.

87 In addition, unlike the Study Table, no evidence has been adduced to prove that the grilles in question had been damaged by their removal.

88 In particular, the Defendant's evidence that the two metal grilles remain on the Premises and would be reinstated by the end of the tenancy was also not challenged.

89 As such, in my view the removal of the metal grilles did not amount to a breach of clause 4.3 at all.

90 As for clause 5.1(b), I do accept that in removing the metal grilles, the Defendant had at least altered the Premises or a part thereof, as the grilles had been affixed to a part of the building structure.

91 As the Defendant admitted that he had not informed the Claimant about this, much less obtain the latter's prior written consent, it follows that the Defendant breached clause 5.1(b) when he removed the metal grilles or permitted the same to be removed.

92 In this regard, I do not accept the submission by the Defendant's counsel that clause 5.1(b) only applies to alterations that affect "the structure and form of the Premises" and that the removal of the metal grilles did not have such an effect.[20]

[20] DCS at paragraphs 101 and 102.

93 This submission by the Defendant's counsel was premised on the pronouncements made in the English case of *Bickmore v Dimmer* [1903] 1 Ch 158 ("***Bickmore***"), which was adopted with approval by the Singapore courts in *Mount Elizabeth Health Centre Pte Ltd v Mount Elizabeth Hospital Ltd* [1992] SGHC 265.[21]

94 The Defendant's counsel had to accept that clause 5.1(b) was different from that under consideration in *Bickmore*, in that clause 5.1(b) of the TA applied to "any alteration or addition (**structural or otherwise**)" (emphasis added).

95 The Defendant's counsel submitted, however, that the words "structural or otherwise" had to be limited in some way otherwise clause 5.1(b) would amount to a "ban on all alterations and additions, however trivial", could lead to "unreasonable results" and require tenants to seek a landlord's consent for all alterations and additions, however minor.[22]

96 The "limit" proposed by the Defendant's counsel was accordingly that clause 5.1(b) should be limited to changes affecting the form or structure of the building, "consistent with [*Bickmore*]."

97 With respect, the effect of the limitation on the words "(structural or otherwise)" proposed by the Defendant's counsel is, in essence, that those words be ignored altogether, insofar as the suggested interpretation of clause 5.1(b) was simply one consistent with the interpretation of the corresponding clause in *Bickmore*.

---

[21] DCS at paragraph 73.

[22] DCS at paragraph 76.

98 In addition, it is not entirely clear to me that the only reasonable way to read clause 5.1(b) is by applying the limitation contended for by the Defendant's counsel. In particular, it would not appear to be outside the bounds of reason that a landlord might wish, so far as possible, to be kept apprised of all alterations to his property.

99 In any event, it is not entirely clear how the proposed limitation assists the Defendant in the case of the Grilling Breach.

100 The metal grilles removed had clearly been affixed to and formed part of the building structure of the Premises and their removal clearly altered that part of the structure. Even on the Defendant's suggested construction of clause 5.1(b), the removal of the grilles in question without the prior consent of the Claimant contravened the provisions of that clause.

101 This brings us to the consequences of such breach.

102 As I have said earlier, clause 5.1(b) was not a condition of the TA. Accordingly, the Defendant's breach of the same did not give the Claimant a right to terminate the TA.

103 As for damages, the Claimant has not put a figure to the loss or damage she sustained by reason of the Grilling Breach. I have also noted earlier that evidence of damage to the grilles or window was not present. Nevertheless, I do accept that the removal of the metal grilles must necessarily have had at least some small impact on the surface to which it had been attached.

104 As such, for this breach, the Claimant will be awarded nominal damages of $10.

Bedroom Table Breach

105 The Claimant has alleged that the Defendant moved a wooden table from a bedroom on the second floor (the "**Bedroom Table**") into a storeroom of the Premises.

106 The Claimant's case appears to be that in moving the Bedroom Table, the Defendant breached clause 5.1(b) of the TA because, at the material time, the Bedroom Table had been affixed to a wall of the second floor bedroom with silicon adhesive and hence its relocation amounted to an alteration of the Premises or part thereof.[23]

107 One dispute of fact between the parties in relation to this particular claim was over whether the Bedroom Table was still affixed to the wall of the second floor bedroom by the time the Defendant and his family moved into the Premises, with the Defendant asserting that it was not so affixed and the Claimant asserting that it was.

The Bedroom Table was not affixed to a wall when the tenancy began

108 As I will explain, the preponderance of evidence favours the Defendant's claim that when he and his family moved into the Premises, the Bedroom Table was not affixed to the wall of the second floor bedroom or any other wall.

109 To this end, the Defendant adduced into evidence a photograph[24] supporting his claim that after his family moved into the Premises, it was

[23] CCS at paragraph 46.

[24] Defendant's AEIC at page 298.

discovered that rubbish had accumulated between the rear surface of the Bedroom Table and the wall to which it had supposedly been affixed.[25]

110 Set against this, the Claimant's evidence that the Bedroom Table had been affixed to the wall was undermined by the fact that she had moved out of the Premises at the latest by 2012,[26] many years before the Defendant's tenancy began and had, in the intervening years, leased the Premises to tenants other than the Defendant and his family.

111 As for Hoo Siong, he also had not stayed in the Premises since 2012,[27] and in any event had never tried to move the Bedroom Table.

112 In summary, whilst the Claimant and Hoo Siong may have believed that the Bedroom Table was attached to the wall when the Defendant's tenancy began, the available evidence favours the Defendant's assertion that it was not.

The Defendant did not breach clause 5.1(b)

113 If the Bedroom Table was not affixed to the wall of the second floor bedroom when the Defendant and his family moved into the Premises, this would suggest that the Defendant did not breach the TA in relocating the Bedroom Table, since this would not have amounted to an alteration *to the Premises*, even on the Claimant's interpretation of clause 5.1(b).

114 The Claimant argued that it did not matter whether the Bedroom Table had in fact been affixed to the wall or not, because the Bedroom Table had been

[25] Defendant's AEIC at paragraph 154.

[26] NE 13 January 2025 44/9-10.

[27] NE 7 March 2025 56/24-27.

"understood and treated by [the parties to the TA] as a fixed feature of the Premises", based on text messages exchanged between Bessie and the Defendant's wife in August 2021.[28]

115 With respect, by the time these messages were exchanged, the TA had already been signed on or around 15 July 2021. The Claimant has not explained how, in such circumstances, communications taking place *after* the TA was signed can be relied upon as reflecting the intentions of the parties as at the time the TA was entered into or modifying the meaning of the terms contained in the TA.

116 The Bedroom Table Breach has therefore not been made out and the claim premised on this breach will be dismissed.

Ceiling Fans Breach

117 Item 17(1) of the Schedule to the TA provided, *inter alia*, that:

> The Tenant requested, and Landlord has agreed to the items listed below:
>
> 1. Ceiling fans will be replaced by tenant and landlord request for old fans to be stored in the storeroom and reinstalled back at the end of lease.

118 It is not disputed that the ceiling fans were removed by the Defendant from their original locations.

119 The specific breach alleged by the Claimant against the Defendant is that the Defendant failed to store the fans in the storeroom as provided by Item 17(1) of the Schedule.

---

[28] CCS at paragraphs 42 to 45 and CRS at paragraph 23.

120 The Claimant has also gone further to assert that the Defendant must have removed the ceiling fans from the Premises altogether, in breach of clause 5.1(a) of the TA.

121 In support of the foregoing assertion, the Claimant has sought to rely on a letter sent by the Claimant's counsel to the Defendant's counsel dated 23 May 2023, enclosing a photograph, purportedly of the storeroom on the Premises, in which the ceiling fans could not be seen.[29] The photograph had purportedly been taken by the Claimant's representatives during an inspection of the Premises on 19 May 2023.

122 I note, however, from the Defendant's counsel's letter of 23 May 2023 that the photograph in question had not been intended to demonstrate the absence of the ceiling fans in the first place. Instead, it had been taken to prove that the metal grilles (the subject of the Grilling Breach) were being stored in the storeroom.

123 This lends credence to the Defendant's assertion, under cross-examination, that the photograph relied upon by the Claimant did not show the entirety of the storeroom, and that the ceiling fans had been in a part of the storeroom not shown in the photograph.[30]

124 In any event, following the commencement of these proceedings, the Defendant adduced photographic evidence to show that the ceiling fans were still being stored on the Premises.[31]

---

[29] CCS at paragraph 51, read with 2BA530 to 535.

[30] NE 28 May 2025 36/4-11.

[31] Defendant's AEIC at page 292.

125 This did not satisfy the Claimant, however, who argued that this did not "preclude a situation where the Defendant had wilfully removed the ceiling fans as of 9 June 2023, and only replaced the ceiling fans in the storeroom after" this suit was commenced in November 2023.[32]

126 With respect, this was a wholly fanciful assertion by the Claimant.

127 In the end analysis, there was simply insufficient evidence to show that the ceiling fans had not been stored in the storeroom or had been removed from the Premises. This claim is therefore dismissed.

Inspection Breach

128 As regards the Inspection Breach, the Claimant's case was premised on correspondence passing between the Claimant and the Defendant (or their representatives) between 21 August 2023 and 25 September 2023 as well as other events in the same period.[33]

129 The Claimant alleges that the Defendant's failure to agree, during the aforementioned period, to an inspection, was "obstructive to the spirit and letter" of clause 4.7(a) and amounted to a breach thereof.

130 With respect, as I will explain below, the version of events portrayed by the Claimant in the CCS is incomplete and distorted.

131 In my view, the events in August and September 2023 were merely a reasonable response by the Defendant and his representatives to the Claimant's conduct up to that point which, importantly for present purposes, demonstrated

[32] CCS at paragraph 53.

[33] CCS at paragraph 60.

that the Claimant's representatives were not seeking to exercise the right to inspect the Premises in accordance with the requirements of clause 4.7(a) of the TA, properly understood.

132 In the following portions of these Grounds, I will first consider the nature of the rights vested in the Claimant by virtue of clause 4.7 of the TA, before explaining why the Claimant's representatives were not seeking to exercise her rights thereunder in accordance with the terms of that clause.

The right to inspect under clause 4.7 of the TA is not unlimited

133 At least where a tenancy agreement both confers upon a tenant of premises a right of quiet enjoyment and upon the landlord a right of inspection, it is reasonably clear that these disparate rights must be made to "fit together": See *Earl of Plymouth and Ors v Rees and Anor* [2020] EWCA Civ 816 ("***Earl of Plymouth***") at [51].

134 In *Earl of Plymouth*, the English Court of Appeal appeared to suggest that the way to accommodate these possibly inconsistent rights would be, citing a situation in which the landlord had a right to build on adjoining property, for the landlord to "carry out work provided he acts **reasonably** in the exercise of his right" (emphasis added). [34]

135 It is clear that the TA granted to the Defendant a right of quiet enjoyment by way of clause 6.1(b). This clause provided as follows:

> 6.1 The Landlord agrees with the Tenant as follows:
>
> …
>
> **Quiet Enjoyment**

[34] *Earl of Plymouth* at [51].

> b) provided that the Tenant shall punctually pay the Rent hereby reserved and observe and perform the conditions on his part to be observed and performed, the Tenant shall peaceably HOLD AND ENJOY the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord;

136 A proper interpretation of clause 4.7(a) of the TA thus requires an appreciation of its provisions within the context of clause 4.7 as well the TA as a whole. Indeed, in the CRS, the Claimant acknowledged that the contextual approach to the interpretation of contracts is achieved by looking at the contractual document "as a whole".[35]

137 As such, even accepting that clause 4.7(a) afforded to the Claimant or her representatives a right to enter the Premises to "view the condition of the Premises", this right had to be exercised in a way that was consistent with the Defendant's right of quiet enjoyment.

138 Before I turn to consider the available evidence, as mentioned earlier, the Defendant has also made counterclaims against the Claimant in these proceedings, including one premised on the Quiet Enjoyment Breach.

139 In relation to the Quiet Enjoyment Breach, both counsel for the Claimant as well as for the Defendant cited the decision of Lai Siu Chiu J in *Lim Kau Tee and Anor v Lee Kay Li* [2005] SGHC 162 ("***Lim Kau Tee***"). In my view, the following general principles endorsed in *Lim Kau Tee* are relevant to the proceedings before me:

> (a) A covenant granting a right of quiet enjoyment would be breached if the ordinary and lawful enjoyment of the demised premises

[35] CRS at paragraph 19.

is substantially interfered with by acts or omissions of the landlord: *Lim Kau* at [48].

(b) Whether such interference has taken place is a question of fact: *Lim Kau Tee* at [51].

(c) The interference need not be direct or physical so long as it substantially interferes with the title to or possession of the demised premises or the ordinary and lawful enjoyment of those premises by the tenant: *Lim Kau Tee* at [54].

(d) The breach of the covenant for quiet enjoyment can be of a temporary nature so long as the interference is substantial: *Lim Kau Tee* at [54].

The Claimant breached clause 6.1(b) and the Defendant was not in breach of clause 4.7(a)

140 As alluded to earlier, the version of facts presented by the Claimant in support of its claim in relation to the Inspection Breach was incomplete.

141 This is because it ignored the conduct of the Claimant's representatives prior to August 2023.

142 The tenancy under the TA commenced on 30 September 2021. Within months of the tenancy commencing, the Claimant's representatives embarked on a course of conduct which, in my view, went well beyond what was necessary to constitute "substantial" interference with the Defendant's "ordinary and lawful enjoyment" of the Premises.

143 I begin first with the inspections of the Premises by the Claimant's representatives.

144 Under cross-examination, Hoo Siong accepted that between 25 May 2022 and 19 May 2023, a span of less than one year, the Claimant's representatives conducted six separate inspections of the Premises.[36]

145 The frequency of the inspections was exacerbated by the circumstances in which they were arranged and took place.

146 In its Defence and Counterclaim (Amendment No.1, "**D&CCA1**"), the Defendant averred that the Claimant, through her solicitors, sent some 24 letters or emails to the Defendant or his solicitors in the period between 2 August 2022 (after the first inspection was carried out on 25 May 2022) and 6 October 2023 (after the sixth inspection was carried out on 19 May 2023). Copies of this correspondence were adduced in evidence.

147 Apart from the 24 letters listed in the D&CCA1, even prior to 2 August 2022, the Claimant or her representatives had begun sending letters in intemperate language to the Defendant or his representatives.

148 Whilst the Defendant's responses were also intemperate at times, these are not the subject of the proceedings before me and, importantly, for present purposes, did not contain language which could be construed as an *express* refusal to abide by the terms of the TA.

[36] NE 7 March 2025 74/22-32.

149 In contrast, as early as on 25 July 2022,[37] the Claimant had purported to serve notice on the Defendant terminating the TA. The first letter pleaded in the D&CCA1 as constituting part of the Quiet Enjoyment Breach was thereafter sent by the Claimant's counsel to the Defendant on 2 August 2022. By way of this letter, the Claimant's counsel indicated that the Claimant accepted the Defendant's purportedly "repudiatory breach" of the TA and effectively demanded that the Defendant return the Premises by 29 September 2022.

150 The Claimant thereafter did not deviate from her position that she was either entitled to terminate or had already terminated the TA in the remaining 23 letters to the Defendant pleaded in the D&CCA1, in addition to raising the alleged breaches considered earlier in these Grounds alongside a number of other breaches not included in the pleadings herein (such as a complaint regarding the Defendant's actions leading to the removal of a bamboo tree located *outside* the Premises). The same letters were also the means by which the inspections pleaded in the D&CCA1 were arranged.

151 In summary, since as early as 25 July 2022 and certainly by 2 August 2022, the Claimant had alleged that the Defendant no longer had the right to occupy the Premises, and over time increased the number of bases which she sought to rely on in support of that allegation.

152 Notwithstanding this, the Defendant still acceded to a total of six inspections during the same period.

[37] 2BA472 and 475.

153 The behaviour of the Claimant's representatives during the inspections only lends further weight to the Defendant's submission that the inspections substantially affected his enjoyment of the Premises.

154 For example, during the inspection on 1 September 2022, the Claimant's representatives, Hoo Siong and Bessie, attended at the Premises.

155 It appears that Lydia did not know or recognise Hoo Siong, and asked him to identify himself. However, instead of doing so, Hoo Siong responded "Not important, Come! Don't waste time" and Bessie said "You check the lawyer".[38]

156 In effect, Lydia was compelled to allow a person who she did not recognise, and who refused to identify himself, to conduct an inspection of her family's living quarters.

157 The inspection on 1 September 2022 was also recorded by Bessie and based on the recording transcript, it is not clear that she had sought the Defendant's permission to carry out such recording.

158 Separately, under cross-examination, Hoo Siong also admitted that during another inspection on 19 May 2023 (although it appears the Defendant's counsel erroneously identified this inspection as having taken place during another inspection on 3 April 2023), he shifted the Defendant's belongings out of the storeroom without first asking the Defendant for permission, moved the metal grilles (the subject of the Grilling Breach) to the foyer outside the Premises and then thereafter left without returning any items to the storeroom.[39]

---

[38] Bessie's AEIC at pages 53 and 54.

[39] NE 7 March 2025 3/22-4/12 and 4/30-5/11, read with Hoo Siong's AEIC at paragraph 60.

159 Hoo Siong suggested in his AEIC that he and Bessie had departed hastily from the Premises because he heard the Defendant "hurl vulgarities" at Bessie.[40] However, whilst Bessie's AEIC mentioned that the Defendant had raised his voice at her that day, no mention was made about the use of vulgarities by the Defendant.[41] She also confirmed under cross-examination that the Defendant had not directed any vulgarities towards her.[42]

160 I reiterate the words of Lai J in *Lim Kau Tee*, wherein the Learned Judge remarked that interference amounting to a breach of a covenant of quiet enjoyment "need not be direct or physical so long as it substantially interferes with the title to or possession of the demised premises…".

161 Having regard to the frequency and nature of the inspections, and taking this together with the correspondence being sent by the Claimant's representatives to the Defendant's representatives during the period in question consistently calling into question the Defendant's right to occupy (and hence enjoy) the Premises, I have no difficulty in accepting the Defendant's submission that such actions would have interfered with his quiet enjoyment of the Premises.

162 The foregoing forms the backdrop against which the Inspection Breach must be viewed.

163 As mentioned earlier, the events forming the factual substratum of the Inspection Breach Claim took place between around 21 August 2023 and 25 September 2023.

---

[40] Hoo Siong's AEIC at paragraph 61.

[41] Bessie's AEIC at paragraph 39.

[42] NE 27 May 2025 21/25-27.

164 The inspection which the Claimant's representatives were attempting to arrange at the time would have followed the inspection on 19 May 2023 which, as described above, had ended with the Claimant's representatives departing hastily from the Premises after removing various items from the storeroom of the Premises.

165 I have also found that the earlier inspections infringed on the Defendant's right to quiet enjoyment of the Premises.

166 In these circumstances, the protracted correspondence during this period, which the Claimant asserts amounted in effect to some kind of constructive refusal on the part of the Defendant to allow inspection pursuant to clause 4.7(a) of the TA, should instead be viewed as reasonable efforts by the Defendant to balance his (and his family's) right to quiet enjoyment under clause 6.1(b) of the TA against the Claimant's representatives exercise of their right to inspect the Premises under clause 4.7(a).

167 The Claimant's representatives had, on 21 August 2023, raised the issue of conducting a further inspection of the Premises in September 2023. However, despite repeated correspondence, the parties were not able to reach agreement on a date in September 2023, with the Defendant instead proposing dates in November 2023.

168 It bears noting that, at the end of the series of correspondence taking place between 21 August 2023 and 22 September 2023, the gap between the latest date proposed by the Claimant (16 October 2023)[43] and the earliest date

[43] SOC at paragraph 32.

proposed by the Defendant (23 November 2023)[44] was just slightly more than five weeks.

169 At no point in this series of correspondence did the Defendant suggest that no further inspections of the Premises should be carried out.

170 In view of the Claimant's earlier infringements of the Defendant's right to quiet enjoyment under clause 6.1(b) of the TA, and bearing in mind the exhortation in *Earl of Plymouth* that a tenant's right of quiet enjoyment must "fit together" with its landlord's right to enter the Premises, not being an *unqualified* right, I do not consider that the Defendant's actions were in breach of clause 4.7(a) of the TA.

171 The claim premised on the Inspection Breach is therefore to be dismissed.

172 For completeness, I should add that there is some evidence which suggests that the Claimant's multiple requests for inspections of the Premises (made through Hoo Siong) may not have been motivated purely by a desire to check on the condition of the Premises, although ultimately this was not pivotal to my decision on this issue.

173 Specifically, messages exchanged between Bessie and Hoo Siong during the period after the TA was signed but before the Defendant and his family had moved into the Premises suggest that Hoo Siong had formed the impression that the rent agreed in the TA was lower than the best rate he could have obtained.

---

[44] SOC paragraph 31.

174 Acting on this belief, Hoo Siong engaged in attempts to have the Defendant reduce the tenure of the lease under the TA so that he could obtain "better terms".[45] When this proved unsuccessful, he sent messages to Bessie indicating that he had received "higher offer", making references to "$48,000 Opportunity Loss for 4 years" (the length of the TA lease)[46] and asserting that "4 years is too long".[47]

175 These messages alarmed Bessie enough for her to send him messages reminding him that if he "break a lease" he would be on the losing end and suggesting that he seek legal advice.[48]

176 It is telling that when Hoo Siong was asked, under cross-examination, whether these messages were signs that he was unhappy with the rent and lease duration agreed under the TA because he had received better offers following the signing of the TA, Hoo Siong had no better excuse than to assert, *repeatedly*, that he had been "bluffing" Bessie about having received alternative offers.

177 Based on this evidence, Hoo Siong was either a person capable of casual lies whose evidence must be viewed with circumspection, or someone who believed that he was being shortchanged under the TA and was willing to take steps to address this, even at the expense of the Defendant and his family.

---

[45] 2BOD 201 and NE 5 March 2021 62/19-29.

[46] 2BOD 201.

[47] 2BOD204.

[48] 2BOD204.

The Collective Breach argument

178 I now deal with the Claimant's counsel's submission that even if the Defendant's individual breaches of contract do not amount to repudiatory breaches entitling the Claimant to terminate the TA, the cumulative effect of such conduct would constitute conduct amounting to repudiatory breach.

179 Even if this principle is correct, up to this point, I have already dismissed the Claimant's claims premised on the Bedroom Table Breach, the Ceiling Fans Breach as well as the Inspection Breach. I have awarded nominal damages for the Study Table Breach and the Grilling Breach.

180 As such, the "cumulative effect" contended for by the Claimant's counsel simply does not exist, based on the findings I have made. In the premises, this particular argument cannot succeed.

The Defendant's counterclaims

The Quiet Enjoyment Breach

181 It will be apparent, from my findings earlier, that the Claimant, through the actions of her representatives in repeatedly conducting inspections over a relatively short period of time and in the sending of repeated correspondence unjustifiably taking issue with the Defendant's occupation of the Premises, had infringed the Defendant's right to quiet enjoyment of the Premises.

182 Before turning to the question of damages, I will address one argument raised by the Claimant in response to the Defendant's counterclaim, that is, the Defendant's right to quiet enjoyment was subject to his observance and performance of the conditions of the TA and, hence, if the Defendant was found

to have breached conditions of the TA, he would not be able to rely on clause 6.1(b).[49]

183 It is not clear, from the CCS, whether in referring to a breach of any "condition" as justifying the loss of the right to quiet enjoyment *in toto*, the Claimant's counsel was using the term "condition" in its narrow sense as used in situation 3(a) of the *RDC Framework*, or some wider sense encompassing contractual provisions generally.

184 If the former is correct, then the Defendant's reliance on clause 6.1(b) herein would not be adversely affected by any breach of condition because, as I have found earlier, none of the clauses relied upon by the Claimant in its claims against the Defendant were conditions.

185 Conversely, using the word "condition" in a wider sense encompassing contractual provisions generally would result in an interpretation of clause 6.1(b) which is incompatible with the TA as a whole.

186 This is because, if the Defendant's right to quiet enjoyment was contingent on his absolute compliance with all the other terms of the TA, this would mean that one of the fundamental rights underlying any residential tenancy could be abrogated by any breach, however minor, on the part of the Defendant. Such a disparity between the seriousness of a breach and the consequences thereof are not consistent with the overall context of the TA, particularly when the parties have provided for specific consequences stemming from breaches of many other clauses in the TA, including most of those relied upon by the Claimant.

[49] CCS at paragraph 98.

187 In the premises, I am satisfied that the Defendant is entitled to damages stemming from the Claimant's breaches of clause 6.1(b).

188 As to the quantum of damages, the Defendant's counsel have submitted that the Claimant should be ordered to pay a sum of $14,443.44, comprising $14,343.44, being the fees paid by the Defendant to his former solicitors, Messrs IRB Law ("**IRB**"), for the work undertaken in responding to the Claimant's allegations and requests for inspection, and a further nominal sum of $100 for "other aspects of interference experienced by the Defendant".

189 IRB's invoices were adduced into evidence by the Defendant.

190 The IRB invoices exhibited in the Defendant's AEIC were issued between 4 August 2022 and 1 December 2022, which overlapped with the periods during which the Claimant's representatives were conducting regular inspections of the Premises and making allegations of repudiatory breaches by the Defendant accompanied by purported termination of the TA, both of which I have accepted constituted forms of infringement on the Defendant's right to quiet enjoyment.

191 The invoices also contain annotations suggesting that the work carried out pertained to the dispute between the parties hereto regarding the Premises.

192 As the Claimant did not take issue with the Defendant's submissions as to the quantum of damages in the CRS or the invoices adduced, I am satisfied that IRB's fees amounted to a necessary expense incurred by the Defendant stemming from the Claimant's breach of the quiet enjoyment clause.

193 The Claimant will therefore be ordered to pay the Defendant $14,343.44.

194 That being said, I will not order the further nominal sum of $100 sought by the Defendant's counsel. This is because the Defendant has already been awarded *substantive* damages in the sum of $14,343.44. There is therefore no reason for awarding further *nominal* damages of $100 for some other general and unspecified "aspects of interference".

The Dispute Resolution Mechanism Breach

195 Clause 13.2 of the TA provided that:

> …neither party to the [TA] shall refer any dispute relating to, arising from or otherwise in connection with the [TA] to the Singapore Courts without having first referred the dispute to mediation or arbitration. The choice of mediation or arbitration centre shall be mutually agreed on between the parties.

196 The Defendant alleged that the Claimant had breached clause 13.2 in commencing these proceedings without first referring the dispute between them to "mediation or arbitration".

197 It is not disputed that the Claimant and the Defendant had not made any attempt at mediating or arbitrating the dispute which is the subject matter of these proceedings, prior to the commencement of this suit.[50]

198 The Claimant's defence to the Dispute Resolution Mechanism Breach is that the Defendant had himself waived or evinced an intention not to abide by clause 13.2 of the TA or should be estopped from relying on the same.

[50] Agreed Statement of Facts dated 23 April 2024 at paragraph 37.

199 In the Defence to Counterclaim filed by the Claimant,[51] three pieces of correspondence emanating from the Defendant or Keegan were cited in support of this averment.

200 First, the Claimant pleaded that the Defendant had waived or should be estopped from relying on clause 13.2 because, in a WhatsApp message sent by the Defendant to Bessie on 24 July 2022, he had stated "See you in court".[52]

201 The next two pieces of correspondence were two emails sent by Keegan to the Claimant's counsel on behalf of his father.

202 The first was dated 3 October 2023. In that email, Keegan asserted that his family would not vacate the Premises and "Until we receive an official court judgment, no actions will be taken on our end."[53]

203 In a subsequent email dated 6 October 2023, Keegan again stated that his family would not vacate the Premises "until a Court Judgment is duly furnished".[54]

204 This suit was thereafter commenced by the Claimant on 6 November 2023.

205 With respect, as was the case with the Inspection Breach, the Claimant has selectively focussed on one part of the correspondence between the parties

[51] CCS at paragraph 102

[52] Defence to Counterclaim at paragraph 10(a).

[53] Defendant's AEIC at page 262.

[54] Defendant's AEIC at page 264.

in seeking to resist the claim premised on the Dispute Resolution Mechanism Breach.

206 Dealing first with the Defendant's message stating "see you in court", that stemmed from a dispute over the cost of repairing a burst water pipe, which was not part of the claims herein.

207 Further, after the Defendant engaged IRB, one of that firm's first acts was to write to the Claimant's counsel on 15 August 2022 highlighting, *inter alia*, clause 13.2 of the TA and expressly proposing mediation at the Singapore Mediation Centre. In my view, any ambiguity about the Defendant's willingness to proceed to mediation up to that point would have been dispelled by this letter from IRB.

208 To the contrary, it was the Claimant who, faced with a request for mediation, responded through her counsel on 16 August 2022 to effectively refuse mediation by accusing the Defendant of having breached clause 13.2.

209 As for the two emails sent by Keegan, when he was asked about these under cross-examination, Keegan pointed out that there had already been "attempts at a mediation" before then and, because the Claimant was seeking to "evict" the Defendant and his family, "we have gone past mediation already".[55]

210 In view of IRB's letter of 15 August 2022, it was correct for Keegan to believe that an offer to mediate, albeit for a different dispute, had been extended earlier. More importantly, notwithstanding the references to a judgment of the courts in Keegan's two emails, in his email of 6 October 2023, Keegan also

[55] NE 27 May 2025 43/10-32.

made references to "constructive dialogue" between the parties "to reach an amicable resolution".

211 In these circumstances, I do not consider that the Defendant had unequivocally represented that they had waived their rights under clause 13.2 of the TA or were no longer willing to abide by the same.

212 It is telling, in my view, that despite referring to legal terms of art such as waiver or estoppel in the Defence to Counterclaim and the CCS, the Claimant's counsel did not refer to a single authority in the CCS to explain how the Defendant's acts or omissions met the legal requirements for such a finding.

213 To the contrary, what is conspicuously missing from the CCS is any reference to the Claimant having indicated any interest in or assent to mediation of the disputes between the parties.

214 I am therefore satisfied that the Claimant did breach clause 13.2 of the TA. As the Defendant has sought only nominal damages for this breach, the Claimant will be ordered to pay the Defendant $100 in respect of the Dispute Resolution Mechanism Breach.

Judgment

215 By virtue of the foregoing, I grant final judgment in the following terms:

(a) The Claimant's claims are allowed in part and the Defendant is to pay the Claimant damages of $60, comprising $50 for the Study Table Breach and $10 for the Grilling Breach, with interest at 5.33% per annum from the date of the Originating Claim onwards.

(b) The Defendant's counterclaims are allowed and the Claimant is to pay the Defendant damages of $14,443.44 comprising $14,343.44 for the Quiet Enjoyment Breach and $100 for the Dispute Resolution Mechanism Breach, with interest at 5.33% per annum from the date of the original Counterclaim onwards.

216 The costs and disbursements of this suit are to be fixed by this Court if the parties are unable to agree on the same. The parties are to file and exchange their respective written submissions on costs and disbursements within 14 days hereof, limited to six pages, if required.

Teo Guan Kee
District Judge

Mr Eugene Singarajan Thuraisingam, Mr Ng Yuan Siang [Eugene Thuraisingam Asia LLC] for the claimant;
Ms Michelle Yap Shing Yee [M Yap Law] for the defendant.