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DISTRICT JUDGE CHIAH KOK KHUN

7 OCTOBER 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGDC 331

District Court Originating Application No 119 of 2026

District Court Summons No 1136 of 2026

Between

Noranth Ventures Pte. Ltd.

... Claimant

And

1. Loo Kin Ben
2. Tong Pek Eng

... Defendants

JUDGMENT

[Landlord and Tenant — Covenants — Breach of tenant's covenants —
Termination of lease]

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Noranth Ventures Pte. Ltd.

v

Loo Kin Ben & Anor

[2026] SGDC 331

District Court Originating Application No 119 of 2026
District Court Summons No 1136 of 2026
District Judge Chiah Kok Khun
5 October 2026

7 October 2026

Judgment reserved.

District Judge Chiah Kok Khun:

Introduction

1 The claimant is a Singapore-incorporated private company limited by shares with a paid-up capital of \$200.¹ Its registered address is 60 Paya Lebar Road, #06-28, Paya Lebar Square. It should be noted that the registered address is in fact a virtual office address run by an entity known as VOffice Singapore. The three directors of the claimant are: a) Anthony Thomas Price (“Price”) b) Lizzy Hashim Price Mrs Lizzy Price (“Mrs Price”); and c) Michael Blaine Evanoff. The two shareholders are Price and Mrs Price.² Price obtained an order of court under O 4 r 3 of Rules of Court 2021 (“ROC 2021”) to act on behalf of the claimant in the present proceedings.

¹ 1st defendants’ affidavit filed 14 August 2026 (“LKB”) p 38.

² LKB p 37.

2 The defendants are the owners of 7A Lengkong Dua ("Premises"), which is a semi-detached house in the Kembangan area. They are an elderly couple in their eighties.

3 On 27 April 2026 the claimant and the defendants entered into a tenancy agreement ("Tenancy Agreement") under which the Premises were tenanted to the claimant at the monthly rent of \$7,500, for a two-year term from 1 May 2026 to 30 April 2028. It should be noted that whilst it is the claimant that entered into the Tenancy Agreement, it is Price and his family that occupy the Premises. The claimant paid the rent for May 2026 and has not paid rent from then to the present day. The defendants' case is that besides the failure to pay the monthly rent of \$7,500 from 1 June 2026 onwards, the claimant has committed multiple breaches of the Tenancy Agreement. As a result of these breaches, the defendants were entitled to effect re-entry into the Premises under the Tenancy Agreement.

4 The claimant however filed the present originating application (the "OA"), and the summons (the "SUM") thereunder simultaneously, claiming identical reliefs, which relate essentially to an "interim injunction" to restrain the defendants from effecting peaceable re-entry into the Premises.³ The defendants are resisting the OA and the SUM, and in turn raised a counterclaim pursuant to O 6 r 14 of ROC 2021 against the claimant for the following orders:

- (a) possession of the Premises;
- (b) the yielding up of the Premises in good and tenantable repair and condition, with the Premises having been properly cleaned, and with all locks, keys, and furniture returned;

³ Both filed on 24 June 2026.

- (c) the sum in the region of \$39,257.91;
- (d) double rent at the rate of \$15,000 per month from the date on which re-entry is effected or an order for possession of the Premises is obtained (whichever is earlier) until delivery up of possession;
- (e) damages to be assessed; and
- (f) interest on any unpaid rent at the rate of 10% per annum.

5 As they consist of claims for identical reliefs, I heard both the OA and the SUM together. For the reasons below, I am dismissing the OA and the SUM; and allowing the defendants' counterclaim.

Issues to be determined

6 The issues to be determined by me in this case are as follows:

- (a) Whether the claimant has breached the Tenancy Agreement.
- (b) Whether there is any basis for grant of an injunction.
- (c) Whether the defendants are entitled to their counterclaim.

Analysis and findings

The claimant is in plain breach of the Tenancy Agreement by refusing to pay rent

7 I turn first to the Tenancy Agreement. As alluded to above, the parties entered into the Tenancy Agreement on 27 April 2026.⁴ The Tenancy Agreement imposed several obligations on the claimant as the tenant. It will be

⁴ LKB p 48.

seen that these are the usual obligations found in tenancy agreements. The relevant ones for purposes of the present case are as follows:

- (a) Under clause 1(b) the claimant was to pay \$7,500 in rent on the 1st day of each month “without deduction whatsoever”.
- (b) Under clause 4(b) if rent remains unpaid for seven days after becoming payable, whether formally demanded or not, the claimant is to pay interest at the rate of 10% per annum on the unpaid rent, calculated from the due date to the date of actual payment.
- (c) Under clauses 1(b) and 2(b)(i) the claimant was to pay a security deposit of \$15,000. It is not disputed that \$7,500 was paid on 28 April 2026. The remaining \$7,500 of the security deposit was due and payable on 1 June 2026.
- (d) Under clause 2(d) the claimant was to pay all utility charges (including for water, electricity, gas) from 1 May 2026, when the tenancy commenced.
- (e) Under clause 2(m) the claimant was not to make or permit any alterations and additions to the Premises or any part thereof without first obtaining the defendants’ written consent.
- (f) Under clause 2(p)(iii) the claimant was to take up a servicing contract with a certified maintenance contractor for the servicing of the auto-gate at the Premises.
- (g) Under clause 2(u) the claimant was to allow only the persons listed in annex A of the Tenancy Agreement as authorised occupants to occupy the Premises. The four authorised occupants of the Premises are:

- (i) Mrs Price;
- (ii) Nur Fitriqah Binte Mohamad Fitrin;
- (iii) Quraisha De' Melda Binte Ridzwan; and
- (iv) Norai'rin Binte Md Hashim.

(h) Under clause 4(f) of the Tenancy Agreement, if the tenancy is terminated prematurely due to the fault of the claimant, the claimant will reimburse the defendants a proportionate part of the commission that was paid by the defendants to the real estate agent.

8 I also note clause 4(a) of the Tenancy Agreement which states that if rent is not paid for seven days after its due date, whether formally demanded or not, or if the claimant breaches any of the conditions, covenants, or stipulations in the Tenancy Agreement, then the defendants shall be entitled to re-enter upon the Premises and the tenancy shall immediately determine absolutely, without prejudice to the defendants' right of action for damages. This is of course also a common provision found in tenancy agreements, and there is nothing unusual about it at all.

9 It should be noted at the outset that it is not disputed that the claimant has failed to pay rent from June 2026 onwards. In the meantime, Price and his family continue to occupy the Premises. In this regard, it is plain that the claimant has no intention to pay rent. This is clearly seen in the communication by Price to the defendants in regard to the failure to pay rental. On 12 June 2026, Price sent a WhatsApp message to the estate agent, Allan Lee stating, "We would certainly consider making the outstanding payment if there was a clear

willingness on [1st defendant's] part to continue the tenancy...".⁵ On 21 June 2026, Price sent a letter to the defendants' solicitors stating that the claimant had "made practical proposals to regularise the rental position".⁶ These words are hollow as they are meaningless. They say nothing about the claimant fulfilling its obligation to pay rent under the Tenancy Agreement. More such empty words are found in the affidavit filed by Price in support of the OA and the SUM.⁷ At paras 23 & 24 of the affidavit, Price stated that his "position is that this is not a straightforward rent-only matter" and that he "disputes that the [defendants'] are entitled to rely on [claimant's failure to pay rent and other sums] to take possession by self-help, particularly in the context of the unresolved repair, safety, tenantability and quiet enjoyment issues". He also said that the defendants "bundled rent, the further security deposit, SP utilities reimbursement and other disputed matters...The further security deposit, utilities and alleged repair reimbursements are not rent." Price also referred at para 15 to "approximately 35 repair, rectification or practical occupation issues". As seen, these are worthless words and a roundabout way to say that Price and the claimant have no intention of paying any rent. If at all, they reflect an attempt to raise spurious reasons not to pay rent.

10 But the plain and simple point is that the claimant is obligated to pay rent under the Tenancy Agreement. Under clause 1(b) of the Tenancy Agreement the claimant was to pay \$7,500 in rent on the 1st day of each month without deduction whatsoever. The claimant is to pay full rent and there is no basis for the claimant to withhold payment for any alleged breach by the defendants. If the claimant is serious about its assertions regarding the condition

⁵ LKB p 211.

⁶ LKB p 214.

⁷ Affidavit filed on 24 June 2026 ("Claimant's affidavit") paras 23-24.

of the Premises, it is for the claimant to pursue its assertions separately against the defendants. It cannot use these assertions as an excuse not to pay rent.

11 The defendants referred to the case of *Khew Kim Kee v Sim Jo-Lin* [2012] SGHC 235 (“*Khew Kim Kee*”), where the tenancy agreement in question there provided for rent of \$9,000 to be paid without any deduction. The tenancy agreement also stated that if rent or any part thereof remained unpaid for seven days, the agreement shall absolutely determine, and it shall be lawful for the landlord to immediately re-enter upon the premises. The High Court held at [21] that payment by the tenant in that case of \$7,125, did not tantamount to full rental payment. The High Court held that under the terms of the agreement, the rent had to be paid without any deduction whatsoever and the tenant was in breach of the agreement, and the landlord was entitled to re-enter the premises pursuant to the agreement. It is seen that the facts of *Khew Kim Kee* are like in the present case. The terms of the agreement regarding the obligation of the tenant to pay rent, and the right of the landlord to re-enter for reason of unpaid rent are similar. As I have alluded to above, these are standard terms found in tenancy agreements. It is also seen that the High Court held that these terms mean that rent is payable *regardless*. And if rent or any part thereof remained unpaid for seven days, the agreement shall absolutely determine, and it shall be lawful for the landlord to immediately re-enter.

12 Likewise in the present case, under clause 1(b) of the Tenancy Agreement rent is payable regardless. And if rent or any part thereof remained unpaid for seven days, the Tenancy Agreement it shall be lawful for the defendants to immediately re-enter under clause 4(a). In the premises, as it is undisputed that the claimant has refused to pay rent, I find that the defendants have every right to re-enter the premises.

13 This is sufficient to dispose of the claimant’s applications under the OA and the SUM to restrain the defendants from effecting peaceable re-entry into the Premises. In any event, and strictly for completeness only, I note that the defendants’ case is that it is untrue that there are any “unresolved repair, safety, tenantability and quiet enjoyment issues” as alleged by Price. The defendants’ case is that of the 35 complaints raised by Price in respect of the Premises, the defendants had resolved 32 of them out of goodwill as of 8 June 2026. In this regard, I note in the email sent by the estate agent Price on 8 June 2026, he put on record that 32 out of the 35 items have been rectified by that date. The remaining items of the drainage gradient required more extensive work and would therefore take additional time to complete. Those clearly are works that require proper assessment, and contractor scheduling. Further, whilst the defendants had appointed contractors, several scheduled visits were changed or stopped by the claimant, including during the Hari Raya Haji period, causing delays in completing the remaining items.⁸ In my view, the defendants have been eminently accommodating and had taken reasonable steps to resolve the repair items raised by Price, despite rent not been paid.

14 It follows from all of the foregoing that the prayers sought under the OA and the SUM filed by the claimant are factually and legally wholly without basis. They are accordingly disallowed.

No basis for grant of any injunction

15 I have made the finding above that the SUM, which comprises an application for interim injunction, is without merit. For completeness only, I will refer briefly to the principles governing the grant of an interim injunction.

⁸ LKB p221.

They are trite. A court will grant an interim prohibitory injunction if: (a) there is a serious issue to be tried; and (b) the balance of convenience lies in favour of granting the injunction. This is seen in *Group Lease Holdings Pte Ltd v Group Lease Public Co Ltd* [2025] 3 SLR 1315 (“*Group Lease Holdings*”), where the High Court held as follows at [39]:

39 The law on interim prohibitory injunctions is relatively well established, having been the subject of an authoritative restatement in the modern *locus classicus* that is the House of Lords decision in *American Cyanamid Co v Ethicon Ltd* [1975] AC 396 (“*American Cyanamid*”). The general rule is that a court will grant an interim prohibitory injunction if (a) there is a serious issue to be tried; and (b) the balance of convenience lies in favour of granting the injunction (see *RGA Holdings* at [28]). These requirements encapsulate the overarching principle that, when called upon to give interim relief based on a preliminary view of the parties’ cases and pending the final determination of the parties’ rights and obligations, the court should chart the path of least injustice if it turns out to be wrong in its preliminary assessment, in the sense of having granted an injunction when it otherwise should not have, or having refused an injunction when it ought to have been granted (see the Court of Appeal decisions of *Maldives Airports Co Ltd and another v GMR Malé International Airport Pte Ltd* [2013] 2 SLR 449 at [53] and *Chuan Hong Petrol Station Pte Ltd v Shell Singapore (Pte) Ltd* [1992] 2 SLR(R) 1 (“*Chuan Hong*”) at [88]).

16 As seen, the first hurdle an applicant has to cross is to show that there is a serious issue to be tried. I have discussed above the clear breach of the Tenancy Agreement by the claimant in refusing to pay rent. The breach, which is plain and blatant also gave rise to the defendant’s right of re-entry. There is clearly no serious issue to be tried in the present case. The claimant does not even cross the threshold hurdle. There is plainly no basis at all to grant any injunction, interim or otherwise.

The claimant is in plain breach of several terms of the Tenancy Agreement

17 I have found that the claimant breached the Tenancy Agreement by refusing to pay rent. For completeness and as well for purposes of the

defendants' counterclaim, I turn now to the other breaches of the Tenancy Agreement by the claimant. I refer first to the claimant's obligation to pay a security deposit. Under clause 1(b) and 2(b)(i) of the Tenancy Agreement, the claimant was to pay a security deposit equivalent to two months' rent, totalling \$15,000. The claimant paid \$7,500 of the security deposit at the time of the signing of the Tenancy Agreement on 28 April 2026, with the balance of the security deposit to be paid on 1 June 2026. The claimant however failed to make the balance payment, in breach of the Tenancy Agreement.

18 Next, the claimant was to pay all utility charges in respect of the Premises from the commencement of the tenancy under clause 2(d) of the Tenancy Agreement. The claimant was to create its own utilities account in order to do so for the duration of the tenancy. But the claimant only set up its utilities account on 4 June 2026. This resulted in the defendants being charged for utilities until 3 June 2026. The claimant has refused to reimburse the defendants the sum of \$813.74, being the utility charges incurred by the claimant and his family between 1 May 2026 and 3 June 2026. Next, as noted above, the permitted occupants under the Tenancy Agreement included only Mrs Price, Nur Fitriqah Binte Mohamad Fitrin, Quraisha De' Melda Binte Ridzwan, and Norai'rin Binte Md Hashim. Price is not an authorised occupants of the Premises under the Tenancy Agreement. It is not disputed however that Price stays at the Premises whenever he is in Singapore.⁹ This is a clear breach of the Tenancy Agreement.

19 Further, under clause 2(m) of the Tenancy Agreement, there was to be no "alterations or additions (structural or otherwise) to the Said Premises or any part thereof without first obtaining the Landlord's written consent." It is not

⁹ LKB p 244.

disputed that in breach of the Tenancy Agreement, Price installed CCTV cameras in the Premises without the defendants' permission. Finally, it is not disputed that the claimant did not take up a servicing contract with a certified maintenance contractor for the servicing of the auto gate at the Premises as required under the Tenancy Agreement. This is despite Price being fully aware of the obligation under the Tenancy Agreement.¹⁰

The defendants are fully entitled to their counterclaim

20 As seen, the claimant has been in plain breach of several terms of the Tenancy Agreement. I turn now to the counterclaim.

21 As discussed above, in view of the claimant's refusal to pay rent, pursuant to Clause 4(a) of the Tenancy Agreement the defendants have a contractual right to re-enter the Premises and terminate the lease. On this basis, the defendants seek an order for the claimant to deliver up possession of the Premises. Clause 4(a) of the Tenancy Agreement is clear, and I accordingly grant the counterclaim for vacant possession of the Premises. I would add that I note Price and his family occupants have steadfastly remained in the Premises whilst not paying rent. The defendants pointed out that Price has even stated on affidavit that he had deliberately remained at the Premises to ensure that re-entry could not take place.¹¹ I note that the defendants have made an attempt at peaceable re-entry pursuant to the Tenancy Agreement into the Premises on 29

¹⁰ LKB p 224.

¹¹ Price's affidavit filed on 28 July 2026 para 15.

June 2026. This was unsuccessful as Price and his family members resisted the re-entry.¹²

22 I turn next to the defendants' counterclaim for arrears of rent. As seen above, it is undisputed the claimant refused to pay rent. The rent for the three months of June, July and August 2026 amounted to a total of \$22,500. As alluded to above, under clause 4(b) of the Tenancy Agreement, if rent remains unpaid for seven days after becoming payable, interest at the rate of 10% per annum on the unpaid rent applies, calculated from the due date to the date of actual payment. As of the date of the 1st defendant's reply affidavit, the interest payable on the June, July and August 2026 rent was \$269.17. Next, there is the sum of \$7,500 being part of the \$15,000 security deposit which the claimant has refused to pay, and remains owing to the defendants. Further, as referred to above, the claimant's family has used the utilities in the Premises without paying, and the outstanding due from the claimant is \$813.74.⁸⁵¹³ Also as referred to above, as the tenancy is prematurely terminated as a result of the claimant's breach, under clause 4(f) of the Tenancy Agreement the claimant is to reimburse the defendants in respect of any unexpired part of the tenancy, a proportionate part of the commission of \$8,175 that was paid by the defendants to the estate agent.¹⁴ This amounted to the sum of \$6999.14, on the basis of 14 August 2026 being the date of termination of the tenancy (the date the defendants' counterclaim was filed). Finally, the defendants claim for double rent, to be calculated from 15 August 2026 until the date the claimant hands over vacant possession of the Premises to the defendants.

¹² Price's affidavit filed on 28 July 2026 paras 6-16.

¹³ LKB paras 81-84.

¹⁴ LKB p 257.

23 It follows from the earlier discussion that the defendants are fully entitled to their counterclaim; and I accordingly allow the defendant's counterclaim as set out above. In this regard, Price's contention that the counterclaim should not be allowed because there are disputes as to facts that can only be determined at a trial is disingenuous. It is nothing but a further attempt to frustrate the lawful rights of the defendants under the Tenancy Agreement so that Price and his family can continue to reside in the Premises without paying rent.

The defendants have a right of re-entry under s 18 of the Conveyancing and Law of Property Act 1886 ("CLPA")

24 With all of the foregoing, the OA, the SUM and the counterclaim under the OA are dealt with. For completeness only, I turn to the contention raised by Price that no valid notice was given under s 18 of the CLPA by the defendants in respect of the re-entry of the Premises. In this regard, ss 18(1) and 18(9) of the CLPA provide as follows:

Restrictions on and relief against forfeiture of leases

18.—(1) A right of re-entry or forfeiture under any provision or stipulation in a lease, for a breach of any covenant or condition in a lease, shall not be enforceable, by action or otherwise, unless the lessor serves on the lessee a notice specifying the particular breach complained of and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach, and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach.

...

(9) This section shall not affect the law relating to re-entry or forfeiture or relief in case of non-payment of rent.

...

25 It is seen at the outset that there is no requirement for the defendants to give any notice under s 18(1) of the CLPA in respect of any re-entry of the premises stemming from the claimant's refusal to pay rent. As discussed above, the application of clause 4(a) of the Tenancy Agreement is clear and s18(1) does not apply in the case of non-payment of rent. This is well established and trite; and does not merit any further discussion. Price's contention is therefore without basis.

26 Further and in any event, due notice was given by the defendants in respect of the other breaches by the claimant. In this regard, as noted by the defendants, s 18(1) of the CLPA does not prescribe any standard form that the notice therein under must take for the other breaches of the Tenancy Agreement. The only requirement of the notice is that it should: (a) specify the particular breach complained of; (b) if the breach is capable of remedy, require the lessee to remedy the breach; and (c) require the lessee to make compensation in money for the breach. In this regard, the defendants pointed out that such notice of the various breaches by the claimant was in fact given by the defendants. The defendants refer to the estate agent sending three separate WhatsApp texts on 8 June 2026 to Price on the outstanding SP Utilities Bill and the outstanding on month security deposit. The texts made clear that the outstanding payments amounted to breaches of the Tenancy Agreement, and demanded payment to remedy the breaches.¹⁵ The estate agent sent a further WhatsApp text on 9 June 2026 in regard to the outstanding SP bill.¹⁶ On 4 August 2026 the defendants' solicitors acting on behalf of the defendants' sent an email setting out all the

¹⁵ Paras 50(a)-(b) of defendants' written submissions dated 28 August 2026.

¹⁶ Para 50(c) of defendants' written submissions dated 28 August 2026.

breaches discussed earlier, asking for payment and for the claimant to remedy the various breaches of the tenancy agreement by 11 August 2026.¹⁷

27 As seen, Price’s contention that s 18 of the CLPA was not complied with by the defendants is wholly without basis.

Pattern of using shell companies to rent residential premises

28 The merits of the OA and the SUM are plain and obvious. The claimant has no basis to seek any of its claims. These claims are clearly specious and unmeritorious. The corollary of the spuriousness of the claimant’s claims is that the defendants are eminently entitled to the reliefs sought in their counterclaim. The OA and the SUM are accordingly dismissed; and the defendants’ counterclaim is allowed.

29 For completeness only, I turn now to a matter that arose in the course of the hearing before me. The defendants’ have referred to two court proceedings involving Price, who is an American citizen,¹⁸ using shell companies to rent landed properties in Singapore for his family to stay and not paying rent.

30 In District Court Originating Summons 236 of 2025 ("Suit 236"), Price used an entity known as Bundleluxe Pte Ltd. ("Bundleluxe"), a wholly owned subsidiary of claimant in the present case to enter into a tenancy agreement with the owner of a landed semi-detached property located at Burnfoot Terrace, Singapore (the "Burnfoot Property"). The tenancy was for one year from 1 January 2024 to 31 December 2024. The authorised occupants listed in that tenancy agreement were the same as the Tenancy Agreement in the present case,

¹⁷ Para 50(d) of defendants’ written submissions dated 28 August 2026.

¹⁸ P 7 of 1st affidavit of Michael Blaine Evanoff.

except that Price was included as an authorised occupant there. At the time of Bundlexe entering into the tenancy agreement, Bundlexe had already accumulated total losses of approximately \$1,339,642 over the period from 1 December 2021 to 30 November 2023. It was a shell company. As in the present case, Bundlexe paid only a portion of the security deposit, paid rent for a few months, and stopped paying rent thereafter altogether. Also as in the present case, Price cited alleged defects in the Burnfoot Property as the reason for not paying rent. But Price and his family continued residing in the Burnfoot Property, again like in the present case. Despite demands from the owner's solicitors for payment rent and delivery up of possession of the premises, Price refused to do either. Price and his family eventually only vacated the Burnfoot Property on 18 March 2025. It should be noted that this was *after* the date on which the tenancy agreement expired. In short, Price and his family resided at the Burnfoot Property without rent being paid to Ms Chan for two thirds of the lease duration and continued to do so for approximately two and a half months beyond expiration of the lease. They had stayed rent-free for close to 12 months.¹⁹

31 The owner commenced an action on 10 February 2025 against Price and Bundlexe for various breaches and losses suffered as a result of the actions of Price and his family set out above. The proceedings are still ongoing today. It should also be noted that Price and Bundlexe filed a summons application ("DC/SUM 532/2026") to strike out certain portions of the owner's claim. DC/SUM 532/2026 was heard, and duly dismissed with costs by the court on 24 August 2026. The grounds of the dismissal are set out in *Chan Wan Qi Angela v Price Anthony Thomas & anor* [2026] SGDC 270 ("GD"). The owner of the Burnfoot Property has filed an affidavit for purposes of the hearing of

¹⁹ LKB p 76.

DC/SUM 532/2026. The details of the conduct of Price and his family referred to by the defendants in the present case, and as set out above, are found in that affidavit.

32 In District Court Suit No 412 of 2020 (“Suit 412”), the claimant in the present case entered into a tenancy agreement on 1 September 2019 with the owner of a landed property at Jalan Selamat, Singapore (the “Jalan Selamat Property”). The tenancy was for a period of two years from 15 September 2019 to 14 September 2021. Under the tenancy agreement, the claimant was obligated to pay a security deposit of \$14,400 being two months’ rent, as well as a monthly rent of \$7,200. As in present case and in the Burnfoot Property tenancy, the claimant paid only a portion of the security deposit, paid rent for a one and a half months, and stopped paying rent thereafter altogether. The owner commenced action against Price and the claimant. Price and his family remained in the Jalan Selamat Property even as action was commenced. Price and his family effectively lived in the Jalan Selamat Property rent-free for at least five months.²⁰ Suit 412 was eventually settled and discontinued. The above facts are as set out in the pleadings filed in Suit 412.

33 It is discernible from the above court actions and the present case that Price’s favoured approach to renting landed residences for him and his family takes the following form:

- (a) using a shell company to enter into the tenancy agreement with the landlords;
- (b) paying only a portion of the security deposit;

²⁰ LKB p 198.

- (c) paying rent for a short period before refusing to make any further payment of rent;
- (d) justifying refusal to pay on account of alleged defects in the properties;
- (e) Price and family refusing to move out despite not paying rent and other breaches of the tenancy agreement;
- (f) Price and family refusing to move out despite demands made for delivery up of vacant possession;
- (g) Price and family end up staying in the landed residences for extended periods rent-free; and
- (h) Price and family embroiling landlords in litigation in the duration of their rent-free stay.

34 The defendants in the present case and the owner of Burnfoot Property referred to the above approach as the *modus operandi* employed by Price to live in landed properties rent-free.²¹ The defendants in the present case say that Price's *modus operandi* allows him and his family to stay in landed properties around Singapore without paying rent and challenging the landlords to commence action against him for possession of their properties and for rental arrears. The defendants further noted that these arrears would likely go unpaid given that the tenants on record are Price's shell companies with minimal paid-up share capital. In this regard, I agree that the pattern of using shell companies to rent residential premises as observed above is a matter of some concern for landlords in Singapore.

²¹ Paras 12-18 of defendants' written submissions dated 28 August 2026; LKB 81-93.

35 For completeness as well, I would add that Price contends before me that the defendants' reference to the two court proceedings above should be expunged and disallowed by me. Price's attempts to exclude the reference by the defendants to these court proceedings is without basis. In so contending he makes inexplicable reliance on the *Riddick* principle. His reference to the *Riddick* principle is misconceived. The above court proceedings are matters of public record. The defendants have referred to matters in those court cases that were set out either in affidavits filed in concluded hearings or were referred to in pleadings. The principle of open justice allows for the public scrutiny of matters found in such documents filed in court: see *Tan Chi Min v The Royal Bank of Scotland Plc* [2013] 4 SLR 529, at [18] and [20]. The defendants are fully entitled to refer to the matters found in those documents.

Conclusion

36 From all of the foregoing, the following is plain in the present case:

- (a) Price devised a deliberate scheme to rent the Premises for him and his family with no intention to pay rental.
- (b) He used a shell company for this purpose.
- (c) He used the shell company to commence an action against the defendants to further his scheme not to pay rent.
- (d) He applied to represent the shell company in the proceedings instead of appointing solicitors to act for the company, as would be the usual course of conduct of incorporated businesses.
- (e) He embroiled the defendants in litigation in a bid to extend his period of unlawful occupation of the Premises.

37 The above pattern has been repeated by Price, as seen above in the cases detailed by the defendants. As seen, this is not a case with that proverbial hapless litigant in person who needed every assistance to access the courts. In this case, and in the two cases referred to above, Price is able to deploy various tools under substantive and procedural laws to frustrate the landlords' efforts to pursue their lawful rights against him, and to further his scheme to rent premises for him and his family with no intention to pay rental. Just in the known cases, we have seen Price using shell companies on verge of insolvency as contracting party, using the same shell companies to file proceedings to stymie landlords' pursuit of legal remedies, filing without notice originating applications, applying for urgent interim injunctive reliefs, applying to strike out pleadings, raising objections to similar fact evidence, and obtaining orders to act in person on behalf of the shell companies in proceedings (which has been made easier under ROC 2021).

38 As I have discussed above, the claimant's applications under the OA and the SUM are wholly without merit; and they are dismissed. The defendants' counterclaim is allowed. In my view, the claimant's applications are filed in plain abuse of process of the court.

39 I turn to the question of costs. Costs are at the discretion of the court. It is trite that costs follow the event, and I see no reason to depart from that basic principle in this case. As both the applications are decided in the defendants' favour, they are entitled to the costs of the applications. In regard to quantum, the guidelines for party-and-party costs awards in District Court cases found in Appendix H of the State Courts Practice Directions 2021 provide a useful reference. As the OA and the SUM are heard together and they concerned the same subject matter, I will award costs only for the OA. Appendix H, at table IV A2 provides a costs range of \$2,000 to \$15,000 for the hearing of a contested

originating application. Taking into account the nature of the applications, the various affidavits and written submissions filed, and the costs submissions of the parties, I fix costs of \$15,000, plus disbursements of \$2,031.98 to be paid by the claimant to the defendants forthwith.

Chiah Kok Khun
District Judge

Claimant in person;
Brendan Tan Zi Jian (M/s Rajah & Tann Singapore LLP) for the
defendants.