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DISTRICT JUDGE
JAMES LEONG
30 January 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 11

Magistrate Court Originating Claim No 5281 of 2023

Between

Century Housing Services Pte Ltd

… *Claimant*

And

Koh Chiep Chong (Xu Jiecong)

… *Defendant*

JUDGMENT

Landlord & Tenant — Covenants — Subletting
Landlord & Tenant— Termination of leases

TABLE OF CONTENTS

Century Housing Services Pte Ltd
v
Koh Chiep Chong (Xu Jiecong)

[2026] SGMC 11

Magistrate Court Originating Claim No 5281 of 2023
District Judge James Leong
7 April, 2 May, 25 December 2025

30 January 2026 Judgment reserved.

District Judge James Leong:

Introduction

1 The claimant company Century Housing Services Pte Ltd was the tenant of premises which the defendant Mr Koh Chiep Chong (Xu Jiecong) purchased subject to the claimant's tenancy. The claimant seeks damages in this action against the defendant limited to the monetary jurisdiction of the Magistrate Court i.e. $60,000 for termination of the tenancy agreement.[1] The defendant's counterclaim of $21,120 is for removal of the partition put up by the claimant, damages caused by the removal to the floor and wall, cleaning expenses, loss of use and pro-rated commission arising from the termination. The defendant also

[1] Claimant's Closing Submissions ("CCS") filed on 11 August 2025 at [1-3].

sought to set off costs and any award on the counterclaim against the security deposit of $5,600 they held.[2]

2 Having considered the totality of the court documents, the evidence, the defendant's closing submissions ("DCS") dated 14 July 2025, the claimant's closing submissions (" CCS") filed on 11 August 2025 and the defendant's reply submissions dated 1 September 2025, together with the updated list of issues and agreed statement of facts filed on 25 December 2025, I find that the claim has not been established while the counterclaim has only been established in part. I explain my reasons below.

Facts

The parties

3 The claimant is in the business of renting out to individuals co-living residential spaces such as the premises in question, which they had tenanted from the original owner Mr Khan Anwar Hossain since 2018. The defendant who is a property agent by profession purchased the premises and became the legal owner upon completion on 6 June 2023. Mr Khan and the defendant did not transact directly as Mr Khan had given an Option to Purchase to one Ms Lin Yan who sub-sold the option to the defendant. Nothing turns on this as the parties agree that the option to purchase[3] and hence the sale was subject to the existing tenancy between Mr Khan and the claimant.

[2] Defendant's Closing Submissions ("DCS") dated 14 July 2025 at [105-106].

[3] Agreed Statement of Facts ("ASOF") filed on 25 December 2025 at [4].

Background to the dispute

4 Prior to the defendant becoming the owner, the claimant had entered into three tenancy agreements for the premises at 2 Kitchener Link #14-05 Singapore 207229. The two earlier ones were from 2018 to 2020 and 2020 to 2022. The material third agreement was from 15 September 2022 to 14 September 2024. The claimant contends the defendant wrongfully repudiated this third agreement on 16 June 2023 while the defendant contends that the claimant had breached the agreement on the same date entitling termination.

5 It is agreed that each of the three tenancy agreements had a clause 2 (k) that prohibited the claimants from assigning, subletting or parting with possession of the premises without the written consent of the landlord.[4] It is also agreed that the claimants rented out rooms to sub-tenants on a short-term basis and to enter the development, occupants must have an access card issued by the MCST.[5] It is further agreed that the premises was a 4-room condominium with a fifth room created with a gypsum board partition[6] and the security deposit paid under the tenancy agreement was not returned to the claimant.[7]

The parties' cases

The Claimant's case

6 The claimant's case as gleaned from the Statement of Claim (Amendment No 1) ("ASOC") is that they had the agreement of the previous landlord to operate their business of renting out co living residential premises

[4] ASOF at [2].

[5] ASOF at [2].

[6] ASOF at [5].

[7] ASOF at [13].

or spaces to individuals. To this end, they also had approval to install removable partitions to accommodate individual tenants and the landlord will assist to obtain access cards for their new tenants from the Management Corporation of the development in which the premises was located. There was also an understanding that the period of these rentals would be in accordance with Urban Renewal Authority guidelines.

7 The defendant who viewed the premises before purchasing was informed of this by the landlord's agent and was fully aware of the conditions agreed between the claimant and the previous landlord or the previous landlord had at [7] of the ASOC " … waived any term that the [c]laimant cannot let out the spaces to any other individuals or install removable partitions. "

8 The defendant who allegedly was keen to purchase the premises for personal stay had tried to negotiate for an early termination of the tenancy and proceeded to make threats when rebuffed. On 7 June 2023, in breach of clause 3 (c) of the tenancy, the defendant entered the premises and pasted Notices to Quit ("notices") citing breaches of various clauses without particularising the breaches. In response, the claimant's solicitors wrote on 14 June 2023 to inform that the notices were defective.

9 On 16 June 2023, the defendant went to the premises and demanded that the claimant's tenants move out, conduct which the claimant's deemed to be wrongful repudiation that the claimant accepted and sought damages for. In the alternative, it was also pleaded at [15] of the ASOC that "… if at all the [c]laimants' acts in relation to clauses 2 (k), 2 (p), 2 (v), 2 (x) and 3 (d) of the tenancy agreement are breaches of the terms of the Tenancy Agreement, the [c]laimants plead that the landlord has waived the terms of the agreement or had acquiesced to such acts by the [c]laimant since the 1st [a]greement."

The Defendant's case

10 The defendant's case as gleaned from the Defence and Counterclaim ("DAC") is essentially one of denial of the claimant's case and putting them to strict proof thereof. The defendant denies the agreement with the previous landlord outlined at [6] above and submits at [8] of the DAC that any terms previously agreed would be superseded by the written and express terms of the current agreement. To this end, they reiterate the purported breaches of the claimant including illegal subletting and installing partitions without approval.

11 The defendant denies that the notices pasted on 7 June 2023 were defective and contends alternatively that he was entitled to terminate on 16 June 2023 without any notice for illegal subletting pursuant to Section 18 of the Conveyancing and Law of Property Act 1886. In this regard, as highlighted at [27] of the DAC, the defendant alleges that the claimant had breached the tenancy agreement by sub-letting the premises to persons who were not permitted occupants. The defendant also denies that he had repudiated the tenancy and puts the claimant to strict proof thereof. The defendant further denied that the claimant had suffered any loss as pleaded, putting them to strict proof and averring that they had failed to mitigate the same.

12 As for the counterclaim totalling $21,120, the defendant alleges that the claimant did not approach him to remove their furniture and the partition, compelling him to do so and effect the repairs totalling $12,020. The defendant also claimed loss of use at $5,600 for a month and refund for a prorated commission of $3,500 pursuant to clause 3(m) of the agreement.

Issues to be Determined

13 The parties filed an updated agreed list of issues in dispute on 25 December 2025 specifying 29 issues ranging from whether the claimant was in the business of renting out to individuals co-living residential spaces to whether the defendant's purpose of evicting the claimant was because he wanted to reside there. In my view, these and most of the other issues flagged by the parties were peripheral matters that had no real bearing on the case at hand.

14 As the parties agree that the tenancy agreement was terminated by the actions of the defendant on 16 June 2023, the key question in respect of the claim is whether the claimant has established their claim for wrongful termination and the damages that arise from the wrongful termination if established. As for the counterclaim, the key question is whether the tenancy was lawfully terminated and the damages that arise from the lawful termination if established. The common question for the claim and counterclaim or first issue is thus whether the defendant was entitled to terminate the tenancy for illegal subletting on 16 June 2023. The next issue, depending on the outcome of the answer to the first issue, is whether the damages sought for the claim/counterclaim have been established.

My Decision

Applicable Law

15 Given that the tenancy agreement is a contract, the guidance of the Court of Appeal on the principles of contractual interpretation in *Leiman Ricardo v*

Noble Resources Ltd [2020] SLR 286 at [59-60] cited by the claimant is instructive.[8]

Issue 1: Whether the defendant was entitled to terminate the tenancy on 16 June 2023

16 In my view, whether the defendant was entitled to terminate the tenancy on 16 June 2023 would turn on the terms of the tenancy agreement. The threshold question is whether there has indeed been illegal subletting by the claimant in contravention, of clause 2 (k) of the tenancy agreement which provides that the tenant agrees:

> "Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Landlord".

17 Considering the stated position of CW1 Ms Lu Deqing in her Affidavit of Evidence in Chief that she rented out the whole unit to 5 tenants for an aggregate sum of $10,000[9], it was clear the premises were sublet. As such, in the absence of written consent of the landlord, this would be a breach of the tenancy agreement. My finding in this regard is reinforced by the fact that the names of the current tenants provided by Ms Lu in her affidavit, including one Gu Yantao whom she did not mention but whose rental agreement she had included, are totally different from the names of the 5 permitted occupants listed in the tenancy agreement dated 21 July 2022 that was furnished to the defendant after the completion of the sale.

[8] CCS at [11].

[9] Affidavit of Evidence in Chief of Lu Deqing at [22].

18 With respect, I disagree with the submission of counsel for the claimant that this clause only prevented the claimant from assigning, subletting or parting with possession of the entire premises as that is clearly not what the clause states. As highlighted by counsel for the defendant, the claimant's distorted interpretation that the whole unit cannot be sub-let to one person but the whole unit can be sub-let to various persons on a room-by-room basis is against common sense and unsupported by case law.[10] The provision is clear on its face and if being able to sub-let the rooms was important for their business model, the claimants should have revised the clause to expressly permit this, rather than rely on a waiver of these terms. This is an omission that was repeated in all three tenancy agreements.

19 In my view, issues highlighted by the parties such as whether the approval of the previous landlord had been obtained for the sub-letting, creation of the additional partitioned room, issuance of access cards and use of the premises for the claimant's business would not be relevant given that clause 4 (i) of the tenancy agreement specifically provides that:

> "The waiver by either party of a breach or default of any of the provisions in this agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have herein operates as waiver of any breach or default of the other party. "

20 In this regard, while the previous landlord may well have waived compliance with clause 2 (k) which prohibits subletting, the defendant as the

[10] Defendant's Reply Submissions ("DRS") dated 1 September 2025 at [18].

current contracting party who has stepped into the shoes of the previous landlord is entitled to decide whether to continue to waive the requirement. Similarly, the fact that the previous landlord may have waived compliance with clause 2(h) not to hack/bore any holes in the walls/ceilings when putting up the partition does not mean that the defendant is bound to continue the waiver, especially since nothing in writing from the previous landlord has been produced in evidence.

21 For the same reasons, I am of the view that the defence of acquiescence raised by the claimant fails. While an arguable case for acquiescence could perhaps be raised against the previous landlord, there is no evidence of the defendant standing by in such a manner as to induce the claimant from committing acts which they might otherwise have abstained from, to believe he consented within the meaning of the extract from Halsbury's Laws of England cited in the Appellate Division of the High Court's decision in *Salaya Kalairani & Anor v Appangam Govindasamy* [2023] SGHC (A) 40 at [52]. It is pertinent to note that the acts in question in our case i.e. the subletting and partitioning had already occurred by the time the defendant viewed the premises in January 2023 and the defendant acted swiftly after completion on the breaches.

22 While the actions of the defendant on 16 June 2023 to terminate the tenancy were lawful and appropriate in view of the clear illegal subletting that was found, I agree with the claimant's submissions that the notice of eviction of 7 June 2023 was defective for want of particulars as required by Section 18 (1) of the Conveyancing and Law of Property Act 1886.[11] Nothing however turns on this given that the tenancy was terminated on 16 June 2023 for illegal subletting, for which the application of the above section does not extend to. In

[11] ASOC at [11].

the premises, while the notice would have been defective, there was no need for the defendant to rely on it.[12]

23 For completeness, I would clarify that in arriving at my decision on the events of 16 June 2023, I did not rely on the submissions of the defendant that the Police would not have asked the occupants to leave unless they were authorised occupants and/or deemed trespassers.[13] As neither party called a representative from the Police to give evidence at the trial, it would be speculative to contend that their actions supported the case of any party.

Issue 2: Whether the damages sought for the counterclaim have been established

24 Having found that the tenancy was lawfully terminated for illegal subletting, I turn to consider if the damages sought for the counterclaim have been established. The defendant seeks damages under three main heads totalling $21,120 as follows:

(a) $12,020 for removing the furniture/partition left behind by the claimant and reinstating the premises to its original condition. Particulars of this claim are as set out in the Defence and Counterclaim (Amendment No 2) filed on 13 June 2025;

(b) $5,600 for loss of use of the premises for one month needed for the reinstatement/works; and

(c) $3,500 being pro-rated commission pursuant to clause 4(m) of the tenancy agreement.

[12] DRS at [1]–[3].

[13] DRS at [4].

25 It is the position of the defendant that as the claimant did not contact him to remove their furniture and partitions or offer to reinstate the premises, he was compelled to do so and incur the expenses that he further explains in his affidavit of evidence of chief. While true, the defendant similarly did not reach out to the claimant to allow them an opportunity to do the aforesaid. More fundamentally, given that the defendant resided in the premises following the repairs, it is not clear that the sums claimed are specifically for the purposes of reinstatement as opposed to renovations/improvements to the premises for the defendant's benefit. While various invoices from different entities have been exhibited in the defendant's AEIC, none of the contractors/vendors were called to support the counterclaim that these expenses were reasonably incurred for the purpose of reinstatement of the premises. It is axiomatic that special damages must be specifically pleaded and proven. On the facts, I am not satisfied that the defendant has proven the $12,020 on a balance of probabilities and decline to allow the sum claimed.

26 Turning to the claim for $5,600 for one month's loss of use, the defendant has explained that he had to "… evaluate the contractors before getting these works done and I estimate the loss of use at about one month which is reasonable."[14] While I do not doubt that the work may have taken one month to complete, it is not clear to me how much of the work was reinstatement and how much of it was for renovation to make the premises suitable for defendant's personal stay. Like the claim for $12,020, evidence from the contractors/vendors would have been relevant to support the claim. On the facts, I am not satisfied that the claim for $5,600 has been proven on a balance of probabilities.

[14] Defendant's AEIC at [113].

27 As for the pro-rated commission for $3,500, clause 4 (m) of the tenancy agreement provides as follows:

> "If this agreement should be lawfully terminated by notice in writing before the expiry of the tenancy herein aforesaid, the Tenant shall refund to the Landlord pro rata, the commission of Dollars Four Thousand Eight Hundred (S$4,800.00), paid by the Landlord to his real estate agency, OrangeTee & Tie Pte (Estate Agent Licence No L3009). The Landlord shall be entitled to deduct such refund from the deposit held by the Landlord."

28 The claimant contests this claim on the basis that it is unsubstantiated and there is no documentary evidence that the previous landlord even paid a commission in the first place.[15] With respect, I found this submission untenable given that the claimant's claim is based on the same agreement and the claimant is not entitled to rely on the agreement when it advances their case and reject it when it does not. It is pertinent to note in this regard that the claimant is seeking a return of the rental deposit stated at clause 2 (b) for which they similarly have not provided evidence of payment. Having found that the tenancy agreement has been lawfully terminated by actions of the defendant on 16 June 2023, albeit without notice in writing, I am satisfied that defendant is entitled to the refund.

29 In accordance with clause 4 (m), this is to be deducted from the rental deposit of $5,600 that was held by the Landlord under clause 2 (b), with the balance to be returned to the claimant.

[15] CCS at [83].

Conclusion

30 Having regard to all the above, the claim is dismissed, and the counterclaim is successful to the extent of $3,500 with the balance $2,100 from the rental deposit to be refunded to the claimant. Costs, including entitlement and quantum, is to be agreed or fixed by the Court. If parties are unable to agree, they should file and exchange written submissions on costs within three weeks from today limited to 10 pages.

James Leong
District Judge

Mr K Rajendran (RLC Law Corporation) for the claimant;
Mr Haresh Kamdar (Kamdar Law Chambers) for the defendant