IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 17

Small Claims Tribunals — Claim Nos 20750 of 2024

Between

JHQ

… *Claimant*

And

JHR

… *Respondent*

Small Claims Tribunals — Claim No 20752 of 2024

Between

JHR

… *Claimant*

And

JHQ

… *Respondent*

GROUNDS OF DECISION

[Evidence — Witnesses — Evidence by video link — Practice Direction 59]
[Landlord and Tenant — Covenants — Repair — Security deposit]

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JHQ
v
JHR and another matter

[2026] SGSCT 17

Small Claims Tribunals — Claim Nos 20750 and 20752 of 2024
Tribunal Magistrate Jared Kang Chern Wey
7 May 2025, 12 June 2026

12 June 2026

Tribunal Magistrate Jared Kang Chern Wey:

1 This dispute concerned two connected claims arising from the same residential tenancy. In SCT/20750/2024, the landlord ("Mr C") claimed $2,550 against his former tenant ("Mr R") comprising the forfeiture of a $1,750 security deposit and an additional $800 in alleged losses. In SCT/20752/2024, Mr R sought the return of the full deposit. Although filed separately, both claims arose from the same factual matrix and were heard together.

2 The claims were fixed to come before me for hearing on 7 May 2025 at 9:30am. Mr R was the only party who attended and gave oral evidence. Mr C resides in Cyprus and did not attend the hearing. In the early hours of 7 May 2025, at 2:11am, he filed an application seeking an adjournment, citing a fractured hand as the reason. The application was not supported by a medical certificate excusing his absence. At 9:09am, I directed that correspondence be sent to Mr R to state his position on Mr C's application. Mr R replied promptly

at 9:16am, stating that he did not consent to an adjournment. As such, at 9:29am, I directed that further correspondence be sent to Mr C, requesting that he submit a valid medical certificate. I stood the matter down until 9:50am to await his reply. No response was received.

3 In the circumstances, I rejected Mr C's application and decided, in his absence, to hear the matter and determine the claims on their merits and not in default of his attendance pursuant to s 29 of the Small Claims Tribunals Act 1984. I did so because, for one, the application was substantively deficient in that it was not supported by a medical certificate exempting Mr C from court attendance. Despite being prompted to supply such a certificate, Mr C did not do so before the matter was stood down to 9:50am. I was mindful that there is a time difference between Singapore and Cyprus and that Mr C may not have seen the request to submit a medical certificate in time. However, it was incumbent on him—when filing the application for an adjournment in the first place—to ensure that it was complete and supported by the necessary documents. It was not for the tribunal to help him get his application in order.

4 More importantly, in any case, even if I had granted an adjournment—which, in fairness to Mr R, would have been a short one at best—that would not have made a difference. As I said, Mr C resides in Cyprus and he had been reminded multiple times at consultations before the assistant registrar of the requirement under Practice Direction 59 of the State Courts Practice Directions 2021 to file an application if he intended to give evidence from outside Singapore via video link. He failed to do so by 7 May 2025 and, as he had been

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given ample time to comply with such a simple direction, I would not have granted more time for that to be done.

5 Accordingly, if the hearing at been adjourned to a later date and Mr C had been able to attend then, he would not have been permitted to give oral evidence. I would therefore not have administered an oath or received his testimony. His presence would have made no material difference, and the matter would still have been determined based on the documents already filed. I was satisfied that those materials were sufficient to enable me to determine both claims on their merits.

Background

6 Mr R had rented a room in Mr C's property beginning on 1 July 2023 under a tenancy agreement that ran for a fixed term until 31 July 2024. Clause 3 of the agreement provided that, after the initial term, the lease would automatically renew on a month-to-month basis unless either party gave at least 31 days' written notice of termination or intent to move out. The agreement also stipulated a security deposit of $1,750 and provided, among other things, that the tenant would not affix items to walls or doors without consent, would return the room in good condition (fair wear and tear excepted), and would be liable for repair costs capped at $150 per item unless otherwise agreed. At the conclusion of the initial term, the tenancy continued on a monthly basis in accordance with cl 3. Mr R also showed correspondence between himself and Mr C confirming that the lease had continued on that basis at a reduced rent of $1,500. Mr R remained in occupation on that basis.

7 On 29 September 2024, Mr R gave formal notice by email that he would be moving out on 1 November 2024, and requested information about the move-out process and return of his security deposit. On 20 October 2024, Mr R then

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informed Mr C that he would be leaving for the airport early on the day of his departure (*ie*, 1 November 2024) and asked if he could leave his access card in the room and send a photograph. Mr C responded on 22 October 2024, asking that the card instead be left with another tenant, one "Tom", and requested that Mr R record a video of the premises before he left. Mr R agreed. On 1 November 2024, he sent Mr C a video showing the condition of the room.

8 Later that same day, Mr C acknowledged receipt of the video and stated that it would take up to 30 days to assess whether deductions would need to be made from the deposit. Mr R followed up several times thereafter—including on 29 November 2024, the day before that 30-day period, which was stipulated in the tenancy agreement, expired—to request an update and the return of his security deposit. Up to that point, Mr C had not indicated that any deductions would be made. It was only on 1 December 2024, after the 30-day period had lapsed, that Mr C raised for the first time several heads of claim: damage to the flooring, stickers on the door, and improper use of the air-conditioning unit. Mr R disputed these allegations. Mr C did not respond.

9 On 2 December 2024, Mr R sent Mr C a further reminder about the return of the deposit. Mr C replied that he would respond by email. On 3 December 2024, Mr C sent an email stating that the total deductions amounted to $2,550, and that Mr R was therefore liable to pay an additional $800. He itemised four heads of claim: $450 for the removal of scratches on the floor, $150 for the removal of stickers affixed to the room's door, $200 for servicing the air-conditioning unit, and $1,750 for loss of rental income for November 2024. He explained that the room could not be rented during that time due to the need for floor repairs, which he attributed to Mr R. Mr C added that supporting invoices were available upon request, and requested payment of the $800 within seven days. Later that day, Mr C filed his claim in SCT/20750/2024

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to recover $2,550, comprising the forfeited $1,750 deposit and a further $800 in additional alleged losses. In other words, if Mr C's claim was successful and Mr R's was not, the result he sought was an order for Mr R to pay him an additional $800. The same day, Mr R also filed his claim in SCT/20752/2024 to recover his $1,750 security deposit.

10 In his supporting documents, Mr C contended that all the damages claimed—including the floor, stickers, air-conditioning, and loss of rent—arose from Mr R's breaches of the tenancy agreement, specifically his failure to yield up the room in the condition he received it, excepting fair wear and tear. He submitted that Mr R had failed to report issues with the initial condition of the unit, thereby accepting that it was delivered in good condition. He alleged that Mr R had affixed stickers to the door which was prohibited by the tenancy agreement, carried out unauthorised repairs to the air-conditioning unit without notifying him, and caused—or at least contributed to—various other faults observed by the subsequent tenant. He also contended that the room could not be rented for a month while repairs were being undertaken.

11 It is relevant to note that in his 3 December 2024 email to Mr R (see [9] above), Mr C had set out four heads of claim, including separate sums of $450 for floor damage and $150 for sticker removal. Without any explanation, Mr C, in his later-written witness statement, combined his claim in respect of those two items into a single figure of $300 and added a new claim for $150. The new claim was for the replacement of a bed. Mr C alleged that Mr R had broken the bed in May 2024. This claim had not been mentioned in the earlier email, which had been presented as a full breakdown of the deductions.

12 Mr R, in response, denied all material allegations. He submitted that Mr C had not proved that any damage occurred during the tenancy, or that it

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exceeded fair wear and tear. He highlighted that Mr C had not produced any photographs showing the condition of the room at the start of the lease. He said that minor floor marks were consistent with everyday use and denied placing any stickers, asserting that they had been left by a previous occupant. On the air-conditioning, he said the unit had been faulty from the outset—which was why he had paid for a chemical wash in August 2023—and that Mr C had not complied with his obligation under the lease to service the unit quarterly. Mr R also noted that Mr C had failed to issue a timely breakdown of deductions within the 30-day period and had still not provided invoices for the repairs and works supposedly carried out after he vacated. Finally, he disputed the rental loss claim, pointing out that the unit had been re-let to a new tenant from 2 November 2024. He thus contended that Mr C was not entitled to retain the deposit or to claim any additional amounts.

Issues

13 Two issues arose for determination. The first was whether Mr C was entitled to recover $1,750 in alleged lost rental income for the month of November 2024. The second concerned the security deposit: whether Mr C was entitled to retain all or any part of the $1,750 deposit paid by Mr R, and correspondingly, whether Mr R was entitled to its return in whole or in part, having regard to the terms of the tenancy agreement, the condition of the room at the end of the tenancy, and the timeliness and adequacy of Mr C’s stated deductions.

My decision

14 I dismissed Mr C’s claim for lost rental income. As stated, Mr C alleged that he was unable to re-let the unit for the month of November 2024 due to the time required to carry out floor repairs and, it was on that basis which he claimed

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$1,750 in lost income. However, this seemed to me a blatant and bald-faced lie. The objective documentary evidence showed that a new tenant, one Mr M, had moved in on 2 November 2024—the *day after* Mr R formally vacated. This was confirmed by a tenancy agreement adduced by Mr R and by Mr M himself in a WhatsApp exchange, in which he stated that he "moved in on the 2nd directly" and that no repairs were done. There was nothing in the documents submitted by Mr C that contradicted this. I therefore found the claim for rental loss to be unsubstantiated and rejected it in full.

15 I turn next to the second issue, which was whether Mr C was entitled to retain any part of Mr R's $1,750 deposit. I begin with the claim relating to the flooring. Mr C had relied on photographs taken after the tenancy ended, which he said showed significant scratching inconsistent with ordinary use. However, he did not adduce anything which evidenced the condition of the flooring at the start of the tenancy—that is, there were no photographs taken before Mr R moved in on 1 July 2023 nor even a written report recording the state of the room at the time. Opposing this, Mr R contended that any marks were minor and attributable to regular use of furniture. In the absence of a baseline for comparison, I was not satisfied that the floor had been damaged beyond fair wear and tear. I therefore disallowed this head of claim.

16 The next item concerned the stickers found on the door to the room that was let. Mr C claimed that these were visible in the move-out video (and photos) and that affixing items to the door was expressly prohibited by the lease. Mr R denied placing the stickers, asserting that they had been left by the previous tenant. Mr C provided no photographs or other contemporaneous evidence showing that the stickers had not already been there at the start of the tenancy. The burden rested on Mr C to show that the stickers had been affixed by Mr R

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and that any resulting damage should be attributed to him. He did not discharge that burden, and I therefore disallowed this head of claim.

17 In relation to these two items—the flooring and the stickers—I also rejected Mr C's argument that Mr R's failure to report any defects at the outset amounted to an acceptance that the unit was delivered in good condition. That may have been true as a general matter, and the unit may well have been tenantable from Mr R's perspective. But that was not the issue. The question was whether the condition of the room had deteriorated during the tenancy beyond what could be regarded as fair wear and tear in breach of the tenancy agreement. That question turned on relativity—a comparison between the condition of the room at the start and end of the tenancy. The burden was on Mr C to prove such deterioration, and for that, he needed to provide adequate evidence of the state of the room prior to the commencement of the tenancy to establish a baseline. He did not do so.

18 The next item concerned the air-conditioning unit. Mr C claimed $200 for a post-tenancy chemical wash, alleging that the unit had become clogged due to Mr R's improper use or unauthorised repairs. He relied on complaints made by the incoming tenant and the fact that servicing was carried out shortly after Mr R vacated.

19 Mr R, however, produced a receipt showing that he had paid for a chemical wash in August 2023—early in the tenancy—after Mr C had failed to service the unit as scheduled. Clause 22(a) of the tenancy agreement expressly required Mr C, as landlord, to arrange and bear the cost of quarterly air-conditioning maintenance. Mr C's own documents showed servicing dates of 6 January 2023, 8 July 2023, 14 September 2024, and 3 December 2024. These dates confirmed Mr R's claim that no servicing had been carried out between

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July 2023 and September 2024—a 14-month gap in breach of the lease. On balance, I was not satisfied that the fault with the unit had resulted from Mr R's conduct rather than from Mr C's own failure to comply with his servicing obligations. I therefore disallowed this claim.

20 For completeness, I also dealt with Mr C's claim for a replacement bed. As I said, this claim had not been raised in Mr C's 3 December 2024 email to Mr R, which had presented itself as a complete breakdown of the deductions that Mr C intended to make from Mr R's security deposit. It first appeared in Mr C's witness statement, where he alleged that Mr R had broken the bed in May 2024 and sought $150 for its replacement. The same witness statement also reduced the amounts previously claimed for the flooring and stickers from $450 and $150 respectively to a combined figure of $300. I found this shift in position, coupled with the late addition of the bed replacement claim, to be inconsistent and unsupported. I regarded the claim in respect of the bed as an afterthought and dismissed it accordingly.

Conclusion

21 For the foregoing reasons, I found that Mr C was not entitled to retain any part of Mr R's $1,750 deposit, nor to claim any further amounts. I allowed Mr R's claim in SCT/20752/2024 in full and dismissed Mr C's claim in SCT/20750/2024 in its entirety. I ordered Mr C to pay Mr R the sum of $1,750,

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together with $20 in disbursements (representing filing fees and the reasonable cost of service), by 14 May 2025. I made no order as to costs.

Jared Kang Chern Wey
Tribunal Magistrate

The claimant in person;
The respondents in person.

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