

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SG SCT 28

Small Claims Tribunals Claim Nos 13786 of 2026 and 15468 of 2026

Between

(1) JJK

... Claimant

And

(1) JKL

... Respondent

GROUND S OF DECISION

[Landlord and Tenant — Security deposit — Deductions from a tenant's security deposit — Whether a landlord bears burden of proving entitlement to deduct — What a landlord must prove to justify a deduction]

[Contract — Contractual terms — Interpretation — Tenancy agreement amended from a template commonly used for residential leases — Whether amendment created contradictions between clauses governing the Claimant's security deposit — Whether clause barring further claims after application of security deposit barred the Claimant from suing for its return]

[Small Claims Tribunals — Costs — Whether the Respondent's egregious conduct that unfairly burdened the proceedings justified an award of costs under s 35(1)(f) of the Small Claims Tribunals Act 1984 (2020 Rev Ed) — Respondent late for both days of trial — Respondent repeatedly relitigated Tribunal Magistrate's decision on procedure — Respondent advanced submissions produced by generative artificial intelligence that he did not completely understand and had not verified — Respondent covertly attended an online course whilst simultaneously participating in the trial conducted over video-conference]

TABLE OF CONTENTS

INTRODUCTION.....	1
FACTS	2
<i>THE PARTIES</i>	<i>2</i>
<i>THE BACKGROUND TO THE DISPUTE</i>	<i>3</i>
THE APPROACH TAKEN TO DISPOSE OF THE MAIN CLAIM AND THE COUNTERCLAIM.....	4
DECISION ON THE CLAIMANT’S CLAIM FOR \$450	5
DECISION ON THE 10 DEFECTS.....	6
<i>THE FRAMEWORK OF LEGAL ANALYSIS</i>	<i>6</i>
<i>The burden of proving an entitlement to deduct</i>	<i>6</i>
<i>The clauses of the TA governing the Security Deposit.....</i>	<i>9</i>
<i>The two contradictions between clauses 2 and 7(i) of the TA</i>	<i>12</i>
<i>The approach I adopted</i>	<i>15</i>
THE RECEIPTS ALLEGATION	15
THE INDIVIDUAL DEFECTS	16
<i>First defect: the bathroom tile (\$320).....</i>	<i>17</i>
<i>Second defect: the curtains (\$520)</i>	<i>19</i>
<i>Third defect: the kitchen countertop (\$3,542.50)</i>	<i>21</i>
<i>Fourth defect: the repainting of the walls (\$880).....</i>	<i>23</i>
<i>Fifth and sixth defects: the television remote controller (\$59.95) and the television “antenna box” (\$82).....</i>	<i>26</i>
<i>Seventh defect: the professional cleaning (\$255.35)</i>	<i>28</i>
<i>Eighth defect: the television console (\$298.52)</i>	<i>29</i>

<i>Ninth defect: the Kitchen Table and the Support Rod (\$380).....</i>	<i>31</i>
<i>Tenth defect: the sofa cover (\$135.51).....</i>	<i>33</i>
<i>CONCLUSION ON THE 10 DEFECTS</i>	<i>35</i>
DECISION ON THE MAIN CLAIM AND THE COUNTERCLAIM.....	36
COSTS AND DISBURSEMENTS	36
<i>COSTS</i>	<i>36</i>
<i>DISBURSEMENTS</i>	<i>44</i>
CONCLUSION	44

This judgment/GD is subject to final editorial corrections approved by the court and/or redaction pursuant to the publisher's duty in compliance with the law, for publication in LawNet and/or the Singapore Law Reports.

JJK

v

JJL

[2026] SGSCCT 28

Small Claims Tribunals Claim Nos 13786 of 2026 and 15468 of 2026
Tribunal Magistrate Leon Abraham Tan
22 July, 1 and 15 September 2026

19 October 2026

Tribunal Magistrate Leon Abraham Tan:

Introduction

1 The adjudication of tenancy disputes forms a regular part of the work of the Small Claims Tribunals (“SCT”), and such disputes tend to follow a familiar course. A lease runs its term, the premises are handed back, the landlord withholds the security deposit against a list of defects he says the tenant caused, and the tenant comes to the SCT to recover his money. This was such a case. The Claimant, JJK, rented a one-bedroom apartment at [address redacted] (the “**Apartment**”) from the Respondent, JJL, for two years. At the end of the lease, the Respondent withheld the whole of the \$6,000 security deposit on account of 10 defects, and claimed a further \$473.83 on top of that. The Claimant disputed every one of them. The case raised no novel question of law, turning instead on findings of fact about the state in which the Apartment was returned and on what the parties’ tenancy agreement required of each of them. That said, in disposing

of the case I have set out the framework by which disputes of this kind are analysed, and in particular where the burden lies when a landlord withholds a security deposit and what he must prove to justify a deduction from it. In the end, I found that the Respondent had proved his entitlement to deduct \$4,564.45 of the \$6,473.83 he claimed, ordered him to refund the balance, and dismissed his counterclaim.

2 In short, this was a run-of-the-mill tenancy dispute, and had matters rested there it would not have called for a Grounds of Decision. What made the case worth reporting was the manner in which the Respondent conducted himself over two days of trial. Among other things, he was late on both occasions. He made three attempts to relitigate a procedural matter that had already been decided, despite having twice been told that the matter was not open to him to reargue. He advanced submissions produced by generative artificial intelligence which he admitted he did not completely understand, and which he had not verified. Worse still, he was caught attending an online course on his mobile phone while the trial was in progress. Taken together, that conduct led me to award costs against him. I publish this Grounds of Decision so that there is no doubt that the SCT will not condone conduct of this kind.

Facts

The parties

3 The Claimant was a foreign national working in Singapore. He was the former tenant of the Apartment.

4 The Respondent was the owner of the Apartment and the Claimant's former landlord.

The background to the dispute

5 By a tenancy agreement dated 21 February 2024 (the “**TA**”),¹ the Claimant took a two-year lease of the Apartment commencing on 1 March 2024. The rent was \$3,000 a month, and the Claimant furnished a security deposit equivalent to two months’ rent – *ie*, \$6,000 (the “**Security Deposit**”).

6 The lease ran its full term. On 28 February 2026, the Claimant and the Respondent’s property agent carried out a joint inspection of the Apartment (the “**Joint Inspection**”), and the Apartment was returned to the Respondent that same day. A new tenant took occupation of the Apartment the next day, on 1 March 2026. Following the Joint Inspection, the Claimant signed a handover form which set out a list of defects (the “**Handover Form**”).² In that form, he accepted liability for some of the defects and rejected liability for others. Importantly, the Handover Form stated in terms, “We [a]gree to pay for what we have accepted.”

7 The present dispute erupted because the Respondent went on to withhold the entire Security Deposit. His position was that the Apartment had been returned with 10 defects, for which he claimed a total of \$6,473.83 (the “**10 Defects**”).

8 The Claimant therefore commenced SCT/13786/2026 (the “**Main Claim**”) on 13 April 2026, in which he sought \$6,450. That sum comprised two components: (a) a full refund of the Security Deposit because the Claimant disputed liability for each of the 10 Defects, including those he had initially

¹ C01.

² R01

accepted in the Handover Form; and (b) \$450 as compensation for the cost he had incurred during the lease to top up the coolant gas of the air-conditioning (“AC”) units in the Apartment and to have those units subsequently repaired. In addition to the specific objections he raised against each of the 10 Defects, the Claimant alleged across most of them that the receipts tendered by the Respondent to prove his loss were not genuine (the “**Receipts Allegation**”).

9 Rather than file a counterclaim to the Main Claim, the Respondent commenced a separate claim, SCT/15468/2026, against the Claimant. As it was in substance a counterclaim, I refer to it as the “**Counterclaim**”, and it was heard together with the Main Claim. For simplicity, I continue to refer to JJK as the Claimant and JJJ as the Respondent in relation to the Counterclaim. The Respondent initially counterclaimed for \$1,000 as an estimate because, as he explained, he was not sure of the exact amount at the time of filing. On the first day of trial, he confirmed that he was pursuing only \$473.83, being the excess of the 10 Defects over the Security Deposit.

The approach taken to dispose of the Main Claim and the Counterclaim

10 In view of the above, I disposed of the Main Claim and the Counterclaim in the following order. **First**, I dealt with the Claimant’s claim for \$450 under the Main Claim. **Second**, I turned to the 10 Defects. I began by setting out the framework of legal analysis that governed them, and in particular where the burden of proof lay and what the terms of the TA permitted the Respondent to deduct from the Security Deposit. I then addressed the Receipts Allegation, as it bore on the compensation claimed across most of the 10 Defects, before dealing with each defect in turn. **Third**, I gave my decision on the Main Claim and the Counterclaim together. **Finally**, I dealt with costs and disbursements. The reason for dealing with the 10 Defects before the Main Claim and the

Counterclaim was simple. If the compensation payable to the Respondent for the 10 Defects fell below \$6,000, being the value of the Security Deposit, the Counterclaim necessarily had to be dismissed and the balance of the Security Deposit returned to the Claimant under the Main Claim. Only if that compensation exceeded \$6,000 would the question arise of how much of the Counterclaim to allow.

Decision on the Claimant's claim for \$450

11 I begin with the Claimant's claim for \$450 under the Main Claim. This comprised two components: (a) \$100 for topping up the coolant gas of the AC units in the Apartment;³ and (b) \$350 for repairs to the AC units following a coolant gas leak.⁴ The Respondent denied liability for the \$450, asserting broadly at trial that the Claimant was obliged to bear the entire cost.

12 The Respondent's position was only partially correct. I allowed \$350 out of the \$450 claimed. The answer lay in clause 4(n) of the TA, which allocated liability for the two components differently. It provides as follows:

To take up a service contract with a qualified air-conditioning contractor to service and maintain the air-conditioning units, **including the topping-up of gas** (if required) and chemical cleaning (when necessary), installed at the said premises, at least once every THREE (3) months **at the expense of the [Claimant]** and to keep them in good and tenable repair and condition, throughout the term of this agreement. The [Claimant] shall forward all service receipts to the [Respondent] after every servicing. The original receipts/contract must be produced upon request at the end of the Term.

The [Respondent] shall pay for all necessary repairs and/or replacement of the air-conditioning units or parts. However, the [Respondent] shall not be responsible for repairs and/or replacement of the air-conditioning units or parts if the [Claimant] failed to show

³ C03 pg 12 of PDF.

⁴ C03 pg 19 of PDF.

proof of regular maintenance and the contract as stipulated above.

Under such circumstances, the [Claimant] shall be fully responsible for their repair and/or replacement of the air-conditioning unit or parts.

[emphasis added in bold and underline]

13 I dismissed the claim for \$100 for the coolant gas top-up, because clause 4(n) of the TA made it clear that the Claimant was specifically liable for such work during the lease.

14 However, I allowed the claim for \$350 for the repairs to the AC units. Under clause 4(n) of the TA, the Respondent was liable for all necessary repairs to the AC units, unless he could prove that the Claimant had failed to show proof of regular maintenance and the service contract. Therefore, the Respondent bore the burden of bringing himself within that exception. In this case, that burden was not discharged because the Respondent did not dispute that the Claimant had carried out the AC servicing as required under the TA. Hence, the Respondent was not exempted from liability under clause 4(n) and had to compensate the Claimant for the cost of the repairs.

Decision on the 10 Defects

The framework of legal analysis

The burden of proving an entitlement to deduct

15 I turn to the 10 Defects. Before coming to them, it is necessary to set out the framework of legal analysis that governed their assessment. I begin with the burden of proof, which requires some explanation. In civil proceedings, it is ordinarily for a claimant to prove his entitlement to what he claims. The Claimant here sued for the return of the Security Deposit. Did it therefore fall to him to prove his entitlement to its return, or did it fall to the Respondent to

prove his entitlement to retain it? In my judgment, on the terms of the TA, it was the latter.

16 That conclusion followed from clause 2 of the TA, which I set out in full at [20] below. Under that clause, the Security Deposit was “held by the [Respondent] as a security deposit for the due performance and observance of the stipulations and agreements hereinafter contained”, and was to be “refunded within fourteen (14) days ... at any expiry or lawful termination of this tenancy”. A security deposit held on such terms is not paid to the landlord absolutely. It is held as security, and the contractual default position is that it must be returned. A landlord who withholds it is in essence asserting that this default position has been displaced, and he who asserts must prove. Once a tenant shows that the deposit was paid and not returned, it falls to the landlord to show why it may be retained under the tenancy agreement. This analysis was explained in considerably greater detail by Tribunal Magistrate Jared Kang Chern Wey in *JHK v JHL and another* [2026] SGSCT 16 (“*JHK*”) at [16]–[19], with which I agree entirely. Here, it was undisputed that the Security Deposit had been paid and not returned.

17 It follows that a landlord who seeks to justify a deduction must do more than assert that the rented premises were not returned in the condition he would have preferred. He must (a) identify the clause of the tenancy agreement relied upon, (b) explain what that clause required of the tenant, (c) prove that the tenant breached it, and (d) prove the loss flowing from that breach (see *JHK* at [39]). In this regard, the last of these requirements is essential because it is the loss that creates the sum owing by the tenant under the tenancy agreement, and it is only such a sum that may be deducted from the security deposit. A general complaint that the premises were not properly maintained, or were not returned in good condition, does no more than convey a landlord’s dissatisfaction. It

identifies no breach of any term of the tenancy agreement, and it is therefore insufficient to justify any deduction from the security deposit.

18 Two further points follow from the foregoing, and it is convenient to address them here because both bear directly on how the 10 Defects fell to be assessed.

(a) The first concerns the landlord's responsibility to advance a positive case by doing what I have set out at [17] above. It is not for the tribunal to comb through a tenancy agreement in search of a clause that the landlord has not sought to rely upon, or to construct for him a case he has not advanced. To do so would be to descend into the arena on behalf of one party. The tribunal cannot do that because it is neutral and proceedings before it are adversarial in nature. A landlord who does not put forward a positive case therefore cannot complain if his deduction is disallowed.

(b) The second is that, insofar as the quantum of a deduction is concerned, a landlord gains nothing by adopting a kitchen sink approach and invoking as many clauses as he can against a single defect. The measure of any deduction is the loss flowing from the breach, and that loss does not multiply with the number of clauses alleged to have been breached. Where a landlord establishes that a defect involved a breach of one clause of the tenancy agreement, and proves the loss flowing from it, he is entitled to deduct that loss from the security deposit. It becomes unnecessary in those circumstances to determine whether the other clauses he invoked were also breached, because no greater sum would be recoverable even if they were. A landlord should therefore be careful not to invoke every clause that might conceivably apply, and should

instead identify those that in fact bear on the defect complained of. That is the approach I have adopted below where I found a deduction to be justified.

19 A landlord’s burden is not displaced by a tenant’s assertion of fair wear and tear, which was in issue in relation to some of the 10 Defects. The TA excepted fair wear and tear at several points, including clauses 4(d) and 4(r). Where a tenant contends that the condition complained of is attributable to fair wear and tear rather than to any breach on his part, it is for him to prove the facts necessary to make good that answer. But the sequence matters. Fair wear and tear arises only as an answer to a case that the landlord has already made out, and it does not relieve him of his primary burden of proving the obligation relied upon, the facts said to constitute its breach, and the loss flowing from it. It is only once the landlord has established a *prima facie* entitlement to retain all or part of the security deposit that the evidential burden shifts to the tenant in this way (see *JHK* at [32]).

The clauses of the TA governing the Security Deposit

20 I come next to the terms of the TA that governed the Security Deposit. The TA was proffered by the Respondent through his property agent and was based on a template of a kind commonly used for residential leases, though it had been modified in certain respects. Two clauses bore on the Security Deposit.

The first was clause 2 of the TA, headed “SECURITY DEPOSIT”, which provides as follows:

The [Claimant] shall pay to the [Respondent] the sum of Singapore Dollars SIX THOUSAND ONLY (S\$6,000.00) which is equivalent to [t]wo (2) months rental upon signing hereof to be held by the [Respondent] as a security deposit for the due performance and observance of the

stipulations and agreements hereinafter contained and upon the expiration of the tenancy provided the [Claimant] shall have duly performed and observed the stipulations and agreements the said sum shall be refunded within fourteen (14) days (if there are no damages or repair works to the premises, fittings or electrical appliances (fair wear and tear excluded), else refer to clause 7(i) at any expiry or lawful termination of this tenancy without interest to the [Claimant] but otherwise the same or part thereof shall be used by the [Respondent] to offset any payments owing by the [Claimant] without prejudice to the right of the [Respondent] to recover all monies which may become due or payable by the [Claimant] under this Agreement. This security deposit shall not be utilised as set-off for any rent due and payable during the validity of this Agreement.

The second was clause 7(i) of the TA, headed “RETURN OF SECURITY DEPOSIT”, which provided as follows:

The security deposit will be returned within 14 days of the [Respondent]’s certification that there is no damage or repair works to be carried out at the Premises. If there is any damage or repair works to be carried out or compensation, the security deposit shall be applied towards the payment of such damage or repair works / compensation and the balance, if any, shall be returned within 14 days from the completion of such works / compensation. Thereafter, neither party hereto shall have any claim or demand against the other party for damages, costs, compensation or otherwise whatsoever in the matter.

21 Clause 2 of the TA requires some unpacking. Within it sit the words “(if there are no damages or repair works to the premises, fittings or electrical appliances (fair wear and tear excluded), else refer to clause 7(i)” (the “**Insertion**”). Two things may be observed about the Insertion. The first is that a closing bracket appears to be missing after “clause 7(i)”. The second, and more significant, is that if the Insertion is taken out of clause 2, what remains is the stock formulation commonly found in template tenancy agreements, namely that the Security Deposit “shall be refunded within fourteen (14) days at any expiry or lawful termination of this tenancy without interest to the [Claimant]”. Therefore, when seen objectively, the Insertion was intended to operate as a qualification upon the Respondent’s obligation to refund the Security Deposit, and to direct the reader to clause 7(i) where damages or repair works were in

issue. The Insertion cannot be disregarded because it is well established that parties are presumed to have intended every word in their agreement and that superfluous words are to be eschewed (see *Ishan Anoop Sakraney v Ameet Nalin Parikh and another matter* [2021] SGHC(A) 12 at [12]).

22 Reading the two clauses together, clause 7(i) supplements clause 2 of the TA. Clause 2 permits the Security Deposit to be applied towards any sum owing by the Claimant arising from his non-performance of the terms of the TA. Clause 7(i) goes further and provides, more specifically, that the Security Deposit may be applied towards damage, repair works or compensation.

23 That said, the Insertion achieved very little. The reason is that damage or repair works to the Apartment, other than fair wear and tear, will almost invariably involve a breach of some term of the TA by the Claimant, and clause 2 already permitted the Security Deposit to be applied towards any sum owing as a result. Clause 4(d) of the TA illustrates the point. It states:

At the [Claimant's] own cost and expense to keep the interior of the premises including the sanitary and water apparatus, doors and windows in good and tenantable repair and condition, fair wear and tear excepted, throughout the term and to replace the same with new ones if damaged, lost or broken and to yield up the same in good order and condition at the termination of the tenancy.

Suppose the Claimant had damaged a door handle in the Apartment, that the damage was not fair wear and tear, and that he failed to replace it. He would have breached clause 4(d), and the Respondent would have been entitled to apply the Security Deposit towards the cost of replacing it under clause 2 alone. There would have been no need to resort to clause 7(i) at all.

24 However, none of this is to say that the tribunal is permitted to disregard the Insertion. For the reasons I have given at [21] above, it must be given effect

as it stands, and it was on that footing that I construed the TA.

The two contradictions between clauses 2 and 7(i) of the TA

25 Two contradictions emerged between clauses 2 and 7(i) of the TA, and I address them in turn. As will be seen, it was unnecessary for me to resolve either of them in order to dispose of the Main Claim and the Counterclaim. I set them out nonetheless, because they had to be identified before the TA could be construed, and because one of them gave rise to a prior question of construction which did require determination.

26 The first contradiction concerned the time at which the 14-day period for the return of the Security Deposit began to run. It arose in this way. The Insertion directed the reader to clause 7(i) only where there were damages or repair works to the Apartment. However, clause 7(i) addressed both situations, because its first sentence dealt with the case where there was no damage at all. The consequence was that clauses 2 and 7(i) each provided for when the Security Deposit was to be returned where there was no damage, and they did not provide for the same thing. Under clause 2, the 14 days ran from the expiry or lawful termination of the tenancy. Under clause 7(i), they ran from the Respondent’s certification that there was no damage or repair works to be carried out at the Apartment. Where there were damages or repair works, clause 7(i) provided that the balance of the Security Deposit, if any, was to be “returned within 14 days from the completion of such works / compensation”.

27 However, it was unnecessary for me to resolve this contradiction. Whichever of those provisions governed the point, the time for the return of the Security Deposit had long passed by the first day of trial on 22 July 2026, that being almost five months after the Apartment was returned to the Respondent

on 28 February 2026. The Respondent did not suggest otherwise. His case was not that the time for return had yet to arrive, but that he was entitled to keep the Security Deposit because of the 10 Defects. Since the time for return had passed on any view, the Claimant's entitlement to the return of the Security Deposit had arisen, and nothing in the outcome turned on which provision governed when the 14 days began to run.

28 The second contradiction concerned whether the Respondent's right to recover further sums from the Claimant survived his application of the Security Deposit. Clause 2 preserved such a right, because it provided that the use of the Security Deposit to offset payments owing was "without prejudice to the right of the [Respondent] to recover all monies which may become due or payable by the [Claimant] under this Agreement". By contrast, clause 7(i) provided that "[t]hereafter, neither party hereto shall have any claim or demand against the other party for damages, costs, compensation or otherwise whatsoever in the matter". However, before coming to the contradiction, a prior question arose as to what was meant by the words "neither party". Read literally, those words would bar not only the Respondent from pursuing further sums, but also the Claimant from suing for the return of the Security Deposit if he disagreed with the deductions made. That reading had to be addressed, because if it were correct the Main Claim itself would have been barred.

29 It is trite that contractual terms are to be interpreted contextually, so as to give effect to the objective, and not the subjective, intention of the parties at the time of contracting (see *Yap Son On v Ding Pei Zhen* [2017] 1 SLR 219 at [30]). The context here was supplied by the words of clause 7(i) itself. The sentence begins with "*Thereafter*", which locates it at the point *after* the Respondent had applied the Security Deposit towards damage, repair works or compensation. Read in that light, the sentence was directed at what might be

claimed once the Security Deposit had been drawn upon, and the only party with any *further* claim to make at that stage was the Respondent.

30 The literal reading of “neither party” also produced an absurd result. On that approach, the Respondent could deduct from the Security Deposit unilaterally and arbitrarily, and the Claimant would have contractually surrendered his right to sue to recover it however unjustified those deductions were. The starting point is that parties do not intend the terms of their agreement to produce an absurd result, and that position is displaced only where the objective evidence bears out a causative connection between the absurd result and the intention of the parties at the time of contracting (see *Lucky Realty Co Pte Ltd v HSBC Trustee (Singapore) Ltd* [2016] 1 SLR 1069 at [3]). There was no such evidence here. Giving up a right of action is an onerous matter, and had the parties objectively intended the Claimant to surrender such a right, clear words to that effect would have been required. The TA contained none. Therefore, the closing sentence of clause 7(i), read in its proper context, curtailed the Respondent’s right to recover further sums after applying the Security Deposit, and did not curtail the Claimant’s right to sue for its return.

31 That brings me to the second contradiction itself. So construed, clause 7(i) was inconsistent with clause 2, which expressly preserved the Respondent’s right to recover all monies which might become due or payable under the TA. However, it was unnecessary for me to resolve this contradiction. The Counterclaim sought only \$473.83, being the excess of the 10 Defects over the Security Deposit. As will be seen at [66] below, the compensation the Respondent proved fell short of the Security Deposit of \$6,000, so there was no excess for him to recover on any construction of the two clauses. The contradiction would have required determination only if the Respondent had established an entitlement exceeding the Security Deposit, and he did not.

The approach I adopted

32 Drawing these threads together, the approach I adopted was that of any tenancy dispute of this kind. The Claimant's entitlement to the return of the Security Deposit had arisen, and it was therefore for the Respondent to justify his retention of it. As set out at [17] above, for each of the 10 Defects he had to (a) identify the clause of the TA he relied upon, (b) explain what that clause required of the Claimant, (c) prove that the Claimant breached it, and (d) prove the loss flowing from that breach. It was against that framework that I assessed the 10 Defects, beginning with the Receipts Allegation, to which I now turn.

The Receipts Allegation

33 The Receipts Allegation came in two parts. I address it at the outset because my decision on it bore on the compensation claimed by the Respondent across most of the 10 Defects. The first part concerned the metadata of the receipts the Respondent had filed. The second concerned two handwritten receipts issued by his contractors.

34 As to the first part, the Claimant filed a document containing partial screenshots of the metadata of various receipts filed by the Respondent. That metadata showed that the PDF files of those receipts had been created by the Respondent himself on or around 20 or 21 June 2026.⁵ From this, the Claimant argued that the receipts the Respondent relied upon to prove his loss were not genuine.

35 I disagreed. It is oft said that extraordinary claims require extraordinary proof. The Claimant was making an extraordinary claim here, and yet the

⁵ C27 pg 1-2 of PDF.

cogency of his evidence fell well short of persuading me that the receipts in question had been doctored or were otherwise not genuine. That the PDF files had been created by the Respondent himself was hardly surprising, since documentary evidence filed in the Community Justice and Tribunals System (the “CJTS”) must be in PDF format. The Respondent explained that the receipts sent to him by various contractors were not in PDF format and so had to be converted in order to file them in the CJTS. That explanation was coherent and entirely plausible. I therefore rejected the first part of the Receipts Allegation.

36 As to the second part, the Claimant took issue at trial with two handwritten receipts the Respondent had obtained from his contractors.⁶ His argument was that they were not genuine because they did not contain the contractors’ business registration details and so could not be verified. I disagreed with this too. It is not uncommon for general contractors or handymen carrying out ad hoc repair works to issue receipts of this kind. The mere absence of the issuer’s business registration details does not, without more, establish that a receipt is not genuine. Therefore, I rejected the second part of the Receipts Allegation as well.

37 For completeness, I should add that the Claimant also disputed the proof of purchase tendered by the Respondent in respect of the fifth defect, on the different ground that it was merely a confirmation page rather than a receipt issued by a vendor. I deal with that at [53(d)] below.

The individual defects

⁶ C27 pg 3 of PDF.

38 I turn to each of the 10 Defects in turn, taking them in the order in which the parties presented them. For each, I set out the Respondent's position, then the Claimant's, before giving my decision.

First defect: the bathroom tile (\$320)

39 The Respondent incurred \$320 to replace a bathroom tile which he said had been chipped by the Claimant.⁷ His case was that the Claimant had neither raised any problem with the bathroom tiles within the first 30 days of moving in nor recorded any such problem in the inventory list, which had been prepared by the Respondent's property agent at the start of the lease and signed by the Claimant.⁸ From this he invited me to infer that there had been nothing wrong with the tiles at the outset, and that the defect must therefore have arisen during the lease. As the Respondent advanced the same argument in relation to several other defects, I refer to it as the "**Inference Argument**". On that footing, he asserted that the Claimant had breached clause 4(d) of the TA (see [23] above).

40 The Claimant denied liability for the first defect. He highlighted that no chipped tile had been identified at the Joint Inspection, nor was it recorded in the Handover Form. The defect was raised with him for the first time only much later, on 6 March 2026, when the Respondent texted him about it over WhatsApp.⁹ He also relied on the second part of the Receipts Allegation, the Respondent having tendered a handwritten receipt for this item.

41 In my judgment, the Respondent was not entitled to \$320 for the first defect, and I disallowed the deduction. I explain.

⁷ R08 and R36.

⁸ R03.

⁹ R07.

(a) The Respondent failed to prove on the balance of probabilities that a bathroom tile had been chipped at all. His only direct evidence was a photograph taken from outside the bathroom with the door slightly ajar, which afforded no more than a glimpse into it.¹⁰ It did not provide a clear view of the bathroom, much less of the tiles, and no chip could be observed in it. Moreover, the Handover Form recorded only a stain on the bathroom tiles.¹¹ Notably, no chip was identified. Even that stain was expressly disputed by the Claimant in the Handover Form. The fact that only a stain was identified fortified the conclusion I reached.

(b) In any event, the Respondent also failed to prove on the balance of probabilities that the tile had been chipped during the lease. He adduced no direct or corroborating evidence of the condition of the tiles at the start of the lease, and relied instead on the Inference Argument, which was circumstantial at best. The Respondent's reliance on the first 30 days rested on clause 3 of the TA, which provided for "a defect free period of Thirty days (30) ... during which the Landlord shall bear all costs of repair for any defects that surface". That clause conferred a right on the Claimant to have defects surfacing in that window repaired at the Respondent's cost. It did not impose any obligation on him to search out every defect in the Apartment within 30 days, still less provide that defects not so identified were to be presumed thereafter to have been caused by him.

(c) The difficulty with the Inference Argument was therefore this. That no problem was raised in the first 30 days or recorded in the

¹⁰ R08.

¹¹ R01.

inventory list is consistent with there having been nothing wrong with the tiles at the outset, *but it is equally consistent with a defect being present and going unnoticed or unrecorded*. The omission *does not* establish that the defect *must* have arisen during the lease. In my view, such an inference in and of itself cannot discharge a landlord's burden of proof. Weighing against the Inference Argument here were two significant factors. The first was that no chipped tile was identified at the Joint Inspection or recorded in the Handover Form. As I have said, only a stain was noted. The second, and more important, factor was that the damage was raised with the Claimant for the first time on 6 March 2026, when the Respondent texted him over WhatsApp. The Respondent had discovered it belatedly, when it was pointed out to him by his new tenant. The Claimant thus came to know of it only after he had moved out and the new tenant had moved in. In those circumstances, it could not be said that it was more likely than not that the tile had been chipped during the Claimant's lease. Therefore, the Respondent failed to establish any breach of clause 4(d) in respect of the first defect.

(d) Finally, the Claimant's reliance on the second part of the Receipts Allegation was moot given the foregoing, and in any event I had rejected that argument for the reasons at [36] above.

Second defect: the curtains (\$520)

42 The Respondent incurred \$520 to replace three curtains in the Apartment,¹² namely: (a) the day curtain in the bedroom,¹³ which he said was

¹² R34.

¹³ R04 pg 8 of PDF.

stained; and (b) the day¹⁴ and night¹⁵ curtains in the living room, which he said were torn and stained. His case rested on the Inference Argument. The Claimant had neither raised any problem with the curtains within the first 30 days of moving in nor recorded any such problem in the inventory list.¹⁶ From this, the Respondent invited me to infer that all the curtains had been, to use his own words, in “perfect condition” when the Claimant moved in, and that the defects had arisen during the lease. On that footing, he asserted that the Claimant had breached clause 4(d) of the TA (see [23] above).

43 The Claimant denied liability for the second defect. His case was that the defects to the curtains were pre-existing. He also relied on the second part of the Receipts Allegation, the Respondent having tendered a handwritten receipt for this item.

44 In my judgment, the Respondent was not entitled to \$520 for the second defect, and I disallowed the deduction. I explain.

(a) The Respondent failed to prove on the balance of probabilities that the three curtains had been in “perfect condition” at the start of the lease and had become damaged during it. His claim at trial that they were in “perfect condition” was an extraordinary one. The Apartment was approximately four years old by the time the lease commenced on 1 March 2024, and it had previously been tenanted. As I have said at [35] above, it is oft said that extraordinary claims require extraordinary proof.

¹⁴ R04 pg 6 of PDF.

¹⁵ R04 pg 1-5 and 7 of PDF.

¹⁶ R03.

(b) Far from adducing proof of that order, the Respondent adduced no direct or corroborating evidence of the condition of the curtains at the start of the lease, and relied instead on the Inference Argument. For the reasons given at [41(b)] and [41(c)] above, that inference could not by itself discharge his burden. Without such evidence, I was not prepared to accept the extraordinary claim that they had been in “perfect condition”.

(c) I recognised that the defects to the curtains stood on a different footing from the first defect, in that they were identified at the Joint Inspection and recorded in the Handover Form. However, that did not avail the Respondent because the Claimant specifically disputed them, having written his objection into the Handover Form by hand. Therefore, they were not defects which the Claimant accepted and agreed to pay for. The onus accordingly remained on the Respondent, as landlord, to prove that the Claimant had breached clause 4(d) by damaging curtains that were supposedly in “perfect condition”. He failed to prove that they were in such condition, and the Inference Argument, without more, was insufficient to tilt the balance in favour of a finding that the defects had arisen during the lease. Accordingly, the Respondent failed to establish any breach of clause 4(d) in respect of the second defect.

(d) Finally, the Claimant’s reliance on the second part of the Receipts Allegation was moot given the foregoing, and in any event I had rejected that argument for the reasons at [36] above.

Third defect: the kitchen countertop (\$3,542.50)

45 The Respondent incurred \$3,542.50 to replace the stone kitchen countertop, which bore a deep crack near the induction stove.¹⁷ His case was that, given the nature of the crack, patching it would not have been a lasting remedy, because the crack would reappear over time as the stove was used and the area heated up. A wholesale replacement was therefore required. He asserted that the Claimant had breached clause 4(d) of the TA (see [23] above).

46 The Claimant accepted that the kitchen countertop had cracked during his lease. He nevertheless denied liability for the third defect, for three reasons. First, other units in the same condominium had faced a similar issue,¹⁸ which he said showed that the countertop material was of poor quality and that the crack had emerged from “poor thermal ventilation”. Second, he had obtained a quotation of \$180 to patch up the crack, so a wholesale replacement was unnecessary.¹⁹ Third, he relied on the first part of the Receipts Allegation.

47 In my judgment, the Respondent was entitled to \$3,542.50 for the third defect, and I allowed the deduction. I found that the Claimant had breached clause 4(d) of the TA. I explain.

(a) The Claimant accepted that the kitchen countertop had been cracked during his lease. He had also accepted this defect in the Handover Form and agreed to pay for it.²⁰ He could not be allowed to resile from the position he had taken in that form, which stated in terms, “We [a]gree to pay for what we have accepted” (see [6] above).

¹⁷ R02.

¹⁸ C03 pg 9 of PDF.

¹⁹ C09.

²⁰ R01.

(b) I did not accept the Claimant's assertion that the crack had been caused by poor quality countertop material or by "poor thermal ventilation". No evidence from any independent expert was tendered to corroborate that assertion. His only evidence was two screenshots from a mobile application called "Chatterbox", in which three individuals claimed to have suffered a hairline crack on their kitchen countertops. Nothing in that evidence showed that those individuals were from the same condominium as the Apartment. In any event, on the Claimant's own evidence, the nature of the damage was materially different. His screenshots showed a faint hairline crack, which was a far cry from the deep crack on the kitchen countertop in the Apartment.

(c) The quotation of \$180 to patch the crack did not assist the Claimant either. Clause 4(d) of the TA obliged him, at his own cost and expense, "to replace the same with new ones if damaged, lost or broken". That was the bargain the parties struck. Having agreed that damaged items were to be replaced with new ones, the Claimant could not resist the deduction on the footing that a cheaper repair would have sufficed.

(d) Finally, I rejected the Claimant's reliance on the first part of the Receipts Allegation for the reasons at [35] above.

Fourth defect: the repainting of the walls (\$880)

48 The Respondent incurred \$890 to repaint several walls in the living room²¹ and the bedroom,²² which bore stains and patches of uneven paint.²³ His

²¹ C03 pg 2 of PDF and R20 pg 4-5 of PDF.

²² R20 pg 1 and 3 of PDF.

²³ R32.

case was that those patches had arisen because the painter engaged by the Claimant had painted over only the stained areas rather than the entirety of each affected wall. Although he had incurred \$890, the Respondent confirmed at trial that he sought only \$880. He asserted that the Claimant had breached clause 2 of the TA read with clause 7(i), as well as clauses 4(d), 4(r)(6), 4(r)(7) and 4(r)(10).

49 The Claimant, having originally accepted liability for the walls in the bedroom, denied the fourth defect in its entirety. His case was that the stains were very minor and amounted at most to fair wear and tear, the Apartment being old. He also said that the walls in the living room had already been patchy when he moved in,²⁴ and that he had repainted all the affected walls before he moved out.²⁵ Finally, he relied on the first part of the Receipts Allegation.

50 In my judgment, the Respondent was entitled to \$880 for the fourth defect, and I allowed the deduction. I found that the Claimant had breached clause 4(r)(7) of the TA, which required him to “clean / paint the walls if and where mouldy or dirty, ensuring no patches of different shades (paint the entire side of the wall where necessary)”. I explain.

(a) As to the bedroom, the Claimant had accepted the stains on the bedroom wall in the Handover Form and agreed to pay for them.²⁶ He could not be allowed to resile from the position he had taken in that form, which stated in terms, “We [a]gree to pay for what we have accepted” (see [6] above).

²⁴ C24 pg 2 of PDF.

²⁵ C24 pg 3 of PDF.

²⁶ R01.

(b) As to the living room, the stains and patchy paintwork there were neither identified at the Joint Inspection nor recorded in the Handover Form. However, that did not assist the Claimant because he did not dispute that there had been stains which he had engaged a contractor to paint over. What he did not do was paint the entire side of each affected wall, which was what clause 4(r)(7) of the TA required where necessary to ensure no patches of different shades. That was the breach. The evidence he provided to show that he had painted the affected walls before moving out was unclear and did not support his assertion. Therefore, I found him liable for the patchy paintwork in the living room.

(c) I rejected the Claimant's assertion that the walls in the living room and the bedroom had already been patchy when he moved into the Apartment. His evidence simply did not bear this out.

(d) The Claimant's remaining answer was that the stains amounted at most to fair wear and tear. I did not accept that either. That the Apartment was old, even if true, did not *ipso facto* mean that the stains were attributable to it. The Claimant adduced nothing to discharge the evidential burden of establishing that they were (see [19] above).

(e) The Claimant's reliance on the first part of the Receipts Allegation failed for the reasons at [35] above.

(f) Finally, having found a breach of clause 4(r)(7) of the TA, it was unnecessary for me to determine whether the other clauses the Respondent invoked were also breached, since no greater sum would have been recoverable even if they were (see [18(b)] above).

Fifth and sixth defects: the television remote controller (\$59.95) and the television “antenna box” (\$82)

51 I deal with the fifth and sixth defects together, as the Respondent’s case on each rested on the same clauses of the TA and they were defects relating to the same object – *ie*, the television in the Apartment. As to the fifth defect, the Respondent incurred \$59.95 to replace the television remote controller, the casing of which was cracked with a chunk of it having fallen off.²⁷ As to the sixth, he incurred \$82 to replace the television’s “antenna box”, which was not working at the time of the Joint Inspection.²⁸ In each case he asserted that the Claimant had breached clause 2 of the TA read with clause 7(i), as well as clauses 4(r)(5) and 4(r)(6).

52 The Claimant, having originally accepted liability for both items in the Handover Form, disputed each of them in its entirety. As to the remote controller, he said that it had been working, and that the replacement the Respondent purchased was for a smart television whereas the Apartment had only a regular one. Thus, he suspected that the Respondent had bought the replacement for another property and was asking him to foot the bill. He also disputed the Respondent’s proof of purchase, on the ground that it was merely a confirmation page rather than a receipt issued by a vendor. As to the “antenna box”, he said at trial that there had been intermittent problems with the image displayed on the television, but that the “antenna box” itself had been working and the problem lay with the HDMI cable connecting it to the television.

²⁷ R12 and R19.

²⁸ R09.

53 In my judgment, the Respondent was entitled to \$141.95 for the fifth and sixth defects, and I allowed the deduction. I found that the Claimant had breached clause 4(r)(6) of the TA in respect of the remote controller, which required him “[t]o rectify any damages or faulty items before handover”, and clause 4(r)(5) in respect of the television’s “antenna box”, which required him “[t]o ensure all appliances are in good working condition before handover”. I explain.

(a) The Claimant had accepted both the damaged remote controller and the “antenna box” in the Handover Form and agreed to pay for them.²⁹ He could not be allowed to resile from the position he had taken in that form, which stated in terms, “We [a]gree to pay for what we have accepted” (see [6] above).

(b) As to the remote controller, that the Respondent purchased one intended for a smart television did not mean that it was unusable or incompatible with the television in the Apartment. The Claimant adduced nothing to establish that that was the case. As for his suspicion that the Respondent had bought the remote controller for another property, that was wholly unsubstantiated by any evidence and so remained just that, a suspicion rather than a proven fact.

(c) I did not accept the Claimant’s assertion that the problem lay with the HDMI cable rather than with the “antenna box”. It was nothing more than a bald assertion, unsupported by any evidence.

(d) As to the Claimant’s objection to the proof of purchase, the Respondent did not need to tender an actual receipt to establish his loss

²⁹ R01.

of \$59.95. The screenshot of the confirmation page of purchase sufficed for that purpose.

(e) Finally, having found a breach of clauses 4(r)(6) and 4(r)(5) of the TA in respect of the remote controller and the “antenna box” respectively, it was unnecessary for me to determine whether the other clauses the Respondent invoked were also breached, since no greater sum would have been recoverable even if they were (see [18(b)] above).

Seventh defect: the professional cleaning (\$255.35)

54 The Respondent incurred \$255.35 to have the Apartment professionally cleaned a second time after the Claimant’s departure, on the footing that it had not been cleaned properly and that cockroaches were found in it.³⁰ That sum comprised \$250 to engage professional cleaners³¹ and \$5.35 for cleaning supplies. He asserted that the Claimant had breached clause 4(r)(2) of the TA by failing to have the Apartment professionally cleaned before returning it, and clause 4(r)(3), which required that the “kitchen area must be reasonably grease free”.

55 The Claimant disputed liability for the seventh defect. He tendered evidence to show that he had in fact had the Apartment professionally cleaned.³² He also asserted that the receipt for \$250 was not genuine.

56 In my judgment, the Respondent was not entitled to \$255.35 for the seventh defect, and I disallowed the deduction. I explain.

³⁰ R05 pg 1 of PDF.

³¹ R41.

³² C03 pg 4 of PDF.

- (a) The Respondent failed to prove that the Claimant had breached clause 4(r)(2) of the TA. That clause states:

To engage a cleaner to clean the entire premises thoroughly including the interior and exterior of cupboards, kitchen cabinets, wardrobes, appliances, washing machine, sliding glass doors, sanitary wares, fans and furniture (with receipt).

The Claimant tendered evidence showing that he had engaged a cleaner, having incurred \$367.88 to have the Apartment professionally cleaned.³³ The Respondent's answer was that the Apartment had nonetheless not been cleaned thoroughly, as the clause required. His only evidence for that was a photograph of a single cockroach in one of the kitchen cabinets.³⁴ Although he asserted that there were many cockroaches, he tendered evidence of only one. To infer from a single cockroach that the entire Apartment had not been cleaned thoroughly was too much of a stretch. Without more, the Respondent failed to prove that the Claimant had not cleaned the Apartment thoroughly as clause 4(r)(2) required.

- (b) The Respondent also failed to prove that the Claimant had breached clause 4(r)(3) of the TA. That clause required the kitchen area to be "reasonably grease free", and there was simply no evidence to show that it was not.

- (c) Finally, the Claimant's challenge to the genuineness of the receipt for \$250 was moot given the foregoing.

Eighth defect: the television console (\$298.52)

³³ C03 pg 4 of PDF.

³⁴ R05 pg 1 of PDF.

57 The Respondent incurred \$298.52 to purchase a brand-new television console for the living room, on the footing that there was a “hole” on its surface.³⁵ He asserted that the Claimant had breached clauses 2 and 4(r)(6) of the TA.

58 The Claimant denied liability for the eighth defect. His case was that the damage to the television console had not arisen during his lease. He highlighted that this defect was never raised at the Joint Inspection, nor was it recorded in the Handover Form. It was brought to his attention for the first time belatedly, after proceedings had commenced, on 2 June 2026, when the Respondent filed his evidence on it in the CJTS.

59 In my judgment, the Respondent was not entitled to \$298.52 for the eighth defect, and I disallowed the deduction. I explain.

(a) The Respondent failed to prove that this defect had arisen during the Claimant’s lease. It was neither identified at the Joint Inspection nor recorded in the Handover Form. It was raised with the Claimant for the first time approximately three months later, on 2 June 2026, when the Respondent filed evidence of it in the CJTS.³⁶ Given that the new tenant had taken occupation of the Apartment on 1 March 2026, it could not be said that it was more likely than not that the defect resulted from the Claimant’s usage of the television console.

(b) In any event, there was no “hole” on the television console as the Respondent alleged. His evidence showed at most some scuff marks on

³⁵ R15 and R24.

³⁶ R15.

the top surface of the console,³⁷ which were so negligible that they were plainly the ordinary incidents of use. Clause 4(r) of the TA excepted fair wear and tear, and I was satisfied on the Respondent's own evidence that this was all the marks amounted to. He therefore failed to prove any damage to the television console for which the Claimant was liable.

(c) Accordingly, the Respondent failed to establish any contractual basis for the deduction in respect of the eighth defect.

Ninth defect: the Kitchen Table and the Support Rod (\$380)

60 The Respondent incurred \$380 to repair two items in the kitchen. The first was a kitchen table which folded into one of the kitchen cabinets and had become detached from it (the “**Kitchen Table**”).³⁸ The second was a defective support rod which held open one of the kitchen cabinet doors (the “**Support Rod**”).³⁹ In respect of both items, he asserted that the Claimant had breached clauses 2, 4(r)(6) and 4(r)(10) of the TA. As to the Kitchen Table, his case rested on the Inference Argument. The Claimant had neither raised any problem with it within the first 30 days of moving in nor recorded any such problem in the inventory list.⁴⁰ From this, the Respondent invited me to infer that there had been nothing wrong with the Kitchen Table at the outset, and that the defect had arisen during the lease. As to the Support Rod, the Respondent advanced no case at all as to how or when it had become defective.

³⁷ R15.

³⁸ R07.

³⁹ R36.

⁴⁰ R03.

61 The Claimant denied liability for the ninth defect. His case on the Support Rod was that he had raised the problem verbally with the Respondent's property agent shortly after he moved in, and that the defect was therefore pre-existing. On the Kitchen Table, he highlighted that it was neither identified at the Joint Inspection nor recorded in the Handover Form. It was brought to his attention for the first time only much later, on 31 May 2026, when the Respondent filed evidence of it in the CJTS.⁴¹ He also relied on the second part of the Receipts Allegation, since the Respondent had tendered a handwritten receipt for this item.

62 In my judgment, the Respondent was not entitled to \$380 for the ninth defect, and I disallowed the deduction. I explain.

(a) As to the Support Rod, the Respondent failed to prove on the balance of probabilities that the defect had arisen during the Claimant's lease. He advanced no case and tendered no evidence directed to that question, and it was not for me to construct one for him (see [18(a)] above). The problem with the Support Rod was recorded in the Handover Form,⁴² but the Claimant specifically rejected it in that same document, writing in his own hand "Day 1 not working". It was therefore not a defect which the Claimant accepted and agreed to pay for. Accordingly, I disallowed any deduction for the Support Rod.

(b) As to the Kitchen Table, the Respondent adduced no direct or corroborating evidence of its condition at the start of the lease, and relied instead on the Inference Argument. For the reasons given at [41(b)] and [41(c)] above, that inference could not by itself discharge his burden.

⁴¹ R07.

⁴² R01.

(c) Weighing against the Inference Argument here were two significant factors. The first was that the defect was neither identified at the Joint Inspection nor recorded in the Handover Form. Given that the Kitchen Table had become wholly detached from the kitchen cabinet housing it, the problem would have been readily detectable at the Joint Inspection, particularly as the parties inspected the kitchen cabinetry and identified the issue with the Support Rod. The second, and more important, factor was that the defect was raised with the Claimant for the first time on 31 May 2026, when the Respondent filed evidence of the detached Kitchen Table in the CJTS. The Respondent had discovered it belatedly when it was pointed out to him by his new tenant. Thus, the Claimant came to know of it approximately three months after he had moved out and the new tenant had moved in. In those circumstances, it could not be said that it was more likely than not that the Kitchen Table had become defective during the Claimant's lease.

(d) Accordingly, the Respondent failed to establish any contractual basis for the deduction in respect of either the Kitchen Table or the Support Rod.

(e) Finally, the Claimant's reliance on the second part of the Receipts Allegation was moot given the foregoing, and in any event I had rejected that argument for the reasons at [36] above.

Tenth defect: the sofa cover (\$135.51)

63 The Respondent incurred \$135.51 to replace the cloth sofa cover, which bore a hole and a stain.⁴³ His case rested on the Inference Argument. The

⁴³ C15 pg 1 of PDF and R30.

Claimant had neither raised any problem with the sofa cover within the first 30 days of moving in nor recorded any such problem in the inventory list.⁴⁴ From this, the Respondent invited me to infer that there had been nothing wrong with the sofa cover at the outset, and that the defect had arisen during the lease. He asserted that the Claimant had breached clauses 2 and 4(r)(6) of the TA.

64 The Claimant denied liability for the tenth defect. He highlighted that this defect was neither identified at the Joint Inspection nor recorded in the Handover Form. It was brought to his attention for the first time only much later, on 29 March 2026, when the Respondent texted him about it over WhatsApp.⁴⁵ He also relied on the first part of the Receipts Allegation, asserting that the Respondent's confirmation of purchase of the sofa cover from an e-commerce platform was not genuine because the PDF file of it had been created on 21 June 2026.⁴⁶

65 In my judgment, the Respondent was not entitled to \$135.51 for the tenth defect, and I disallowed the deduction. I explain.

(a) The Respondent adduced no direct or corroborating evidence of the condition of the sofa cover at the start of the lease, and relied instead on the Inference Argument. For the reasons given at [41(b)] and [41(c)] above, that inference could not by itself discharge his burden.

(b) Weighing against the Inference Argument here were two significant factors. The first was that the damage was neither identified at the Joint Inspection nor recorded in the Handover Form. The second,

⁴⁴ R03.

⁴⁵ R07.

⁴⁶ C27 pg 2 of PDF.

and more important, factor was that the damage was raised with the Claimant for the first time on 29 March 2026, when the Respondent texted him about it over WhatsApp. The Respondent had discovered it belatedly when it was pointed out to him by his new tenant. Thus, the Claimant came to know of it approximately one month after he had moved out and the new tenant had moved in. In those circumstances, it could not be said that it was more likely than not that the sofa cover had been damaged during the Claimant's lease. Accordingly, the Respondent failed to establish any contractual basis for the deduction in respect of the tenth defect.

(c) Finally, the Claimant's reliance on the first part of the Receipts Allegation was moot given the foregoing, and in any event I had rejected that argument for the reasons at [35] above.

Conclusion on the 10 Defects

66 Drawing the strands together, the Respondent proved his entitlement to deduct \$4,564.45 of the \$6,473.83 he claimed in respect of the 10 Defects. That sum comprised:

- (a) \$3,542.50 for the third defect, being the kitchen countertop;
- (b) \$880 for the fourth defect, being the repainting of the walls; and
- (c) \$141.95 for the fifth and sixth defects, being the television remote controller and the television's "antenna box".

67 The Respondent failed to prove any entitlement in respect of the first, second, seventh, eighth, ninth and tenth defects, which came to \$1,909.38 in all. Accordingly, I disallowed those deductions.

Decision on the Main Claim and the Counterclaim

68 It follows from my findings on the 10 Defects that the Respondent was entitled to deduct \$4,564.45 from the Security Deposit. As that sum fell short of the Security Deposit of \$6,000 which he had withheld, he was obliged to refund the balance of \$1,435.55 to the Claimant under the Main Claim.

69 It also follows that the Counterclaim had to be dismissed. The Respondent pursued only \$473.83 in the Counterclaim, being the excess of the 10 Defects over the Security Deposit. Since his proven entitlement fell short of the Security Deposit, there was no such excess, and nothing remained for him to recover.

70 Therefore, taking the Main Claim as a whole, the Respondent was to pay the Claimant \$1,785.55, being the refund of \$1,435.55 together with the \$350 I allowed out of the Claimant's claim for \$450 (see [14] above). That was the position before costs and disbursements.

Costs and disbursements***Costs***

71 I turn finally to costs and disbursements. I begin with costs.

72 The tribunal's power to award costs is found in s 35(1)(f) of the Small Claims Tribunals Act 1984 (2020 Rev Ed) (the "**SCTA**"), read with r 19A(1) of the Small Claims Tribunals Rules (1998 Rev Ed) (the "**SCTR**"). I canvassed the scope of that power in *JFP v JFQ* [2026] SGSCCT 4 ("**JFP**") at [130]–[132], and it suffices for present purposes to summarise the position. Before 2018, the tribunal's power to award costs was confined to a narrow band of cases, which

left it with little room to respond to a litigant who conducted his case in an abusive, disruptive, dilatory or uncooperative manner. Parliament broadened that power through the Small Claims Tribunals (Amendment) Act 2018, which repealed the former restrictions and introduced the present s 35(1)(f). The power is accordingly directed at the conduct of proceedings. It is not confined to the factors listed in r 19A(1)(a)–(c) of the SCTR, and it exists precisely to address cases where a litigant’s egregious conduct has unfairly burdened the proceedings, even where the underlying claim or defence is not itself hopeless.

73 That said, the power is not exercised mechanically. It remains discretionary, and costs in the tribunal are to be awarded sparingly, so that litigants are not deterred from pursuing genuine claims or from taking legitimate steps to defend themselves. But where the circumstances warrant it, the power must nevertheless be exercised (see *JFP* at [133]).

74 In my judgment, this was such a case. I ordered the Respondent to pay the Claimant costs fixed at \$200 under the Main Claim. I did so because of the totality of his conduct during the proceedings. Even allowing for the fact that he was a self-represented person (“**SRP**”), that conduct was unacceptably poor. It disrupted the proceedings and unnecessarily protracted the trial. Four matters led me to that conclusion.

75 The first was the Respondent’s lateness. He was 11 minutes late for both days of trial, on 22 July and 1 September 2026. On the first occasion, he claimed to have had an unspecified difficulty in retrieving the video-conference details from the CJTS. I gave him the benefit of the doubt, but cautioned him that parties were responsible for attending their hearings on time and that lateness could result in an adverse order against the party at fault. On the second day, he claimed to have had a computer problem. That claim was entirely

unsubstantiated, and he made no effort to inform the tribunal, which learnt of the reason for his lateness only when the registry called him.

76 The second matter was the Respondent’s three attempts to relitigate my decision not to take into consideration several documents he had filed on the very eve of the first day of trial (the “**Rejected Documents**”).⁴⁷ They had been filed more than one month after the Assistant Registrar’s final deadline of 21 June 2026 for the filing of evidence.

(a) On the first day of trial, I concluded that there was no good reason for the Respondent’s attempt to conduct litigation by surprise, and that I would therefore not consider the Rejected Documents. Later that same day, he made his first attempt to relitigate that decision. I re-explained my reasons and made it clear that the matter was not open to be relitigated. That did not deter him.

(b) On 23 July 2026, the Respondent made his second attempt by filing a General Application in the Main Claim, SCT/APPL/118599/2026, to appeal against my decision on the Rejected Documents (the “**First GA**”). The First GA was rejected the same day, and the Respondent was told that any further attempt to relitigate the issue would not be entertained.

(c) Despite this, on 28 July 2026, the Respondent made his third attempt by filing another General Application in the Main Claim, SCT/APPL/119881/2026, to appeal again (the “**Second GA**”). He also filed four pages of written submissions (the “**Written Submissions**”), which he confirmed at trial had been produced by generative artificial

⁴⁷ See R45 to R54 that were filed on 21 July 2026.

intelligence (“**Gen AI**”). In the Written Submissions, he alleged that my decision on the Rejected Documents infringed the principle of natural justice known as *audi alteram partem* (ie, that the other side must be heard). When I dealt with the Second GA on the second day of trial, the Respondent said that he understood only roughly 60 to 70% of the Written Submissions, and that he did not comprehend the legal aspect of them.

77 The Written Submissions call for some elaboration.

(a) The tribunal adopts a neutral stance towards the use of Gen AI in proceedings before it. However, as an SRP, the Respondent remained responsible for ensuring that any Gen AI output placed before the tribunal was verified and accurate. That requirement is stipulated in para 3(2)(b) of the Guide on the Use of Generative Artificial Intelligence Tools by Court Users (the “**Gen AI Guide**”), which took effect on 1 October 2024 and is publicly available on the Judiciary’s website.⁴⁸

(b) Here, the Respondent did not even understand the legal argument advanced in the Written Submissions, let alone verify its correctness. In any event, the argument on *audi alteram partem* that he blindly adopted was misconceived. His submission was that my refusal to take the Rejected Documents into consideration infringed that principle as it “requires equal opportunity”.⁴⁹ That was plainly wrong because the Respondent was given his right to be heard over two days of trial. Importantly, the right to be heard does not give a party a blank cheque

⁴⁸ <https://www.judiciary.gov.sg/news-and-resources/court-guides> <last accessed 15 September 2026>.

⁴⁹ R60 pg 1 of PDF.

to breach the Assistant Registrar's directions given at the consultation stage. Those directions are made for a reason, and they bind the parties. The right to be heard also confers no right to conduct litigation by surprise.

(c) Paragraph 5(9)(a)–(b) of the Gen AI Guide provides that the tribunal is entitled to award costs, and to disregard or attribute less evidentiary weight to Gen AI output, where a party fails to comply with the requirements of the Gen AI Guide. In this case, I rejected the Written Submissions because the Respondent did not verify the accuracy of the legal argument advanced in them. I also rejected the Second GA because it was his third attempt to relitigate a matter that had already been dealt with on the first day of trial.

78 The third matter concerned the manner in which the Respondent gave his oral testimony. At the start of both days of trial, parties were specifically told that any answer given under affirmation had to be their confirmed position, and that if they needed time to check or verify an answer before giving it, I would oblige provided the time required was reasonable. The Respondent did not avail himself of that indulgence. He would instead say one thing and change his answer moments later, often reversing himself more than once on the very same point, and sometimes doing so after we had moved on to a different issue altogether. This happened persistently across both days and in relation to each of the 10 Defects. The result was that we had to backtrack repeatedly over ground already traversed, and the trial was unnecessarily protracted. To be clear, what I took into account on costs was not the inconsistency in the Respondent's evidence, but the disruption his manner of testifying caused to the orderly conduct of the trial.

79 The fourth matter was that, on the second day of trial, at around 10.46 am, I caught the Respondent attending an online course conducted by the National Trades Union Congress (“NTUC”) (the “Course”). Some context is necessary.

(a) The Respondent had earlier filed an application for a change of court date, SCT/APPL/119640/2026, on 27 July 2026 (the “**CCD Application**”), seeking to move the second day of trial because he had to attend the Course, which ran from 9 am to 6.30 pm. In support of that application, he attached a schedule from NTUC for its courses (“**NTUC’s Schedule**”).⁵⁰ I rejected the CCD Application. The second day of trial had been fixed for 1 September 2026 only after both parties had checked and confirmed their availability for that date. Moreover, NTUC’s Schedule showed that the Respondent would have known of the Course’s date from as early as 13 July 2026. Thus, there was no reason why he could not have said, on the first day of trial when I asked parties for their availability, that he was unavailable on 1 September 2026. More fundamentally, he did not obtain the Claimant’s consent to the postponement, or explain why it could not be obtained, both of which are required under paras 46(4) and 46(6) of the State Courts Practice Directions 2021.

(b) Returning to the second day of trial, at around 10.46 am, I heard for the first time a soft background sound that resembled someone else speaking in the same room as the Respondent. When I asked where that sound came from, the Respondent candidly admitted that he was attending the Course on his mobile phone at the same time as the trial.

⁵⁰ R58.

When I told him that his behaviour was absolutely unacceptable and directed him to cease, he then claimed that he had only logged on earlier to take attendance and logged off thereafter, and that the presentation for the Course had somehow appeared on his phone without his knowing how.

(c) I did not accept such a flimsy explanation. I found it to be patently false. NTUC's Schedule showed that the Course was conducted over Zoom, as a unique meeting number and password were given for it.⁵¹ A person does not find himself in a Zoom meeting by accident. For the presenter's voice to have been heard at all, the Respondent must have taken the deliberate step of joining the meeting. On his own account, that was exactly what he had done at the start of the Course in order to take attendance. What he wanted me to believe was that he had thereafter logged off, and that the presentation had *somehow* reappeared on his phone of its own accord. That could not be so. Even if he had logged off as he claimed, rejoining the meeting would itself have required a deliberate act on his part, which he never suggested he had done. Therefore, it was more likely than not that the Respondent had never logged off at all, and had been attending the Course covertly from when it started at 9 am, while simultaneously attending the trial.

80 I pause to say something about the significance of the Respondent's conduct in attending the Course, which went beyond the discourtesy of attempting to do two things at once. Attending trial by video-conference is a convenience extended to litigants. It is not an entitlement that may be insisted upon. By rejecting the CCD Application, I had made plain that the trial would

⁵¹ R58 pg 2 of PDF.

proceed on 1 September 2026, and that the Course was not a reason to move it. The Respondent nevertheless attended the Course covertly while the trial was underway, and he was able to do so only because of the very convenience the tribunal had extended to him. He was also no mere bystander, being not only the party defending the Main Claim but the party pursuing the Counterclaim. Yet he was content to give the trial only a part of his attention. That was the measure of how lightly he treated these proceedings.

81 That attitude was not confined to the Course. It ran through the whole of the Respondent's conduct of these proceedings. He was late for both days of trial, and on the second occasion did not even trouble to inform the tribunal. He gave answers under affirmation without first verifying them, despite having been told that he might take time to do so, and then changed those answers as the trial went along. He made three attempts to relitigate a procedural matter that had already been decided, persisting after each of the two occasions on which he was told that the matter was not open to him to reargue. The last of those attempts was supported by the Written Submissions, which he did not completely comprehend, and which he had not verified. Taken individually, any one of these might have been put down to inexperience. But taken together, they reveal a nonchalant attitude towards judicial proceedings before a court of law.

82 I was conscious throughout that the Respondent was an SRP without any legal training, and that the tribunal is designed to be accessible to lay persons. However, informality in the tribunal's proceedings is not a licence for conduct of this kind. A want of legal training may at most explain a misconceived argument or an inelegant submission. It does not explain persistent lateness, repeated attempts to relitigate a procedural matter already decided, the advancing of submissions produced by Gen AI that a party did not understand and had not verified, or the covert virtual attendance at the Course while the

trial was in progress. None of those things requires any knowledge of the law to avoid. At some point, being a lay person loses all currency as an answer, and this case was well past that point.

83 The consequence of all this was that the proceedings were disrupted and the trial unnecessarily protracted. The Claimant, through no fault of his own, was made to endure it. Therefore, this was a case of the kind at which s 35(1)(f) of the SCTA is directed, where a litigant’s conduct has unfairly burdened the proceedings. In my judgment, it was only just and reasonable that the Claimant be compensated, albeit nominally, by way of costs fixed at \$200.

84 For completeness, I add that the modest sum awarded here should not be taken as a benchmark or a ceiling for costs ordered against litigants who conduct themselves in this manner. The quantum in any given case will depend on its own facts and circumstances, and it may well be higher.

Disbursements

85 I turn next to disbursements. I ordered that each party bear his own. The Claimant did not succeed on the bulk of his claim in monetary terms, having recovered \$1,785.55 out of the \$6,450 he sought under the Main Claim. The Respondent, for his part, failed entirely on the Counterclaim. In those circumstances, it seemed to me that neither party had achieved a measure of success sufficient to justify an order for disbursements in his favour.

Conclusion

86 For the foregoing reasons, I made the following orders:

- (a) I allowed \$1,785.55 out of the \$6,450 claimed under the Main Claim;
- (b) I awarded the Claimant costs fixed at \$200 under the Main Claim; and
- (c) I dismissed the Counterclaim.

87 Accordingly, I ordered the Respondent to pay the Claimant \$1,985.55, being \$1,785.55 together with \$200 in costs, by 22 September 2026.

88 I conclude with three observations. They arise from the manner in which this dispute was fought, and they may be of some use to parties in future tenancy disputes before the tribunal.

89 The first concerns how a landlord puts his case on the condition of the rented premises at the start of a lease. It is not uncommon for a landlord to assert that the premises were in “perfect” or “near-perfect” condition when the tenant moved in, so that any defect found at the end of the lease must have arisen during the tenant’s occupation. That was the Respondent’s position on the curtains in this case. A landlord who adopts such descriptors should appreciate what he takes on by doing so, because the higher the condition he asserts, the more he must prove. Yet a landlord will not infrequently rely on nothing more than the tenant’s own silence, pointing to the absence of any complaint at the start of the lease as establishing that there was nothing to complain of. The difficulty is that a tenant’s omission to complain of a defect at the outset is equivocal. It is consistent with there having been no defect, but equally consistent with a defect being present and going unnoticed, and an equivocal omission will rarely carry a landlord’s case. By contrast, what carries weight is objective evidence of the condition at the commencement of the lease,

particularly where it is item-specific, recorded contemporaneously and agreed between the parties.

90 The second concerns the joint inspection at the end of a lease, which is unfortunately often treated as a mere formality. It is not. It is the one occasion on which landlord and tenant are together at the premises and able to record, contemporaneously and by agreement, what is wrong and what is not. This case illustrates, from three directions, the importance of the joint inspection and of taking care to crystallise the defects at that point. Where the Claimant accepted a defect in the Handover Form and agreed to pay for it, he could not afterwards resile from that position. Where he recorded his objection on the Handover Form, the Respondent gained nothing from the fact that the defect had been noted at all, and was left to prove his case as if that form did not exist. And where a defect was never identified at the Joint Inspection or recorded in the Handover Form, that omission was not by itself fatal to the Respondent's case. What was fatal was that he had nothing else to show what state the item had been in, and that by the time the defect surfaced, weeks or months later, a new tenant had been in occupation. In those circumstances, he could not prove that the defect had arisen during the Claimant's lease. Therefore, the joint inspection, and whatever document records it, deserves more attention than it is commonly given.

91 My third and final observation concerns the conduct of proceedings before the tribunal. The SCT was designed to be accessible to lay persons, but accessibility is not a dispensation from the standards of conduct expected of those who appear before a court of law, which the SCT is, being one of the subordinate courts constituted under s 3(1) of the State Courts Act 1970 (2020 Rev Ed). I made a similar observation in *JFP* at [144]. Costs in the tribunal are awarded sparingly, and deliberately so, lest litigants be deterred from bringing

genuine claims or from defending themselves. But the power exists, and Parliament conferred it in its present form precisely so that the tribunal would not be left without an answer to a litigant who treats the proceedings lightly and whose conduct unfairly burdens the opposing party. In such cases, the tribunal will not hesitate to exercise that power.



Leon Abraham Tan
Tribunal Magistrate



The claimant in person;
The respondent in person.