IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGSCT 8

Small Claims Tribunals — Claim Nos 19640 of 2023

Between

JGA

… *Claimant*

And

JGB

… *Respondent*

Small Claims Tribunals — Claim Nos 15308 of 2024

Between

JGB

… *Claimant*

And

JGA

… *Respondent*

GROUNDS OF DECISION

[Landlord and Tenant — Duration of tenancy]
[Courts and Jurisdiction — Small Claims Tribunals — Jurisdiction]

JGA
v
JGB and another matter

[2026] SGSCT 8

Small Claims Tribunals — Claim Nos 19640 of 2023 and 15308 of 2024
Tribunal Magistrate Jared Kang Chern Wey
10 July, 21 August 2024

22 April 2026

Tribunal Magistrate Jared Kang Chern Wey:

1 This matter concerned claims arising out of a tenancy which, as I ultimately found, exceeded two years. It thus followed that the claims did not fall within the jurisdiction conferred on the Small Claims Tribunals ("SCT") by s 5(1)(*a*) of the Small Claims Tribunals Act 1984 ("SCTA"), read with para 1(*c*) of the Schedule thereto. Accordingly, pursuant to s 5(5) of the SCTA, I discontinued the proceedings and informed the parties that they should consider taking legal advice on the other avenues of recourse available to them.

2 Although the material circumstances of the case and, therefore, the basis on which I arrived at my decision to discontinue were largely unremarkable, the procedural history of the matter was quite protracted, untidy, and saw parties attending ten hearings between January and August 2024. This, coupled with the fact that the parties' dispute at last received no substantive resolution, the matter—in my judgment—warrants a clear record of what had happened, why

the parties found themselves in the positions they did, and what they could have done differently to avoid the difficulties they ultimately faced. I therefore give the full grounds of my decision.

Background

3 The Tenant (a private limited company), entered into a one-year tenancy agreement with the Landlord ("Ms R"), on 3 October 2020 (the "First TA"). The Tenant was the claimant in Claim No 19640 of 2023 and the respondent in Claim No 15308 of 2024; Ms R was the counterparty in each case. The property leased was a condominium unit at [*address redacted*] (the "Property"), and the monthly rent was $3,400. This lease was supposed to run from 18 October 2020 to 17 October 2021. However, after 17 October 2021, the Tenant continued to occupy the Property. This occurred without any new written agreement being executed by the parties—be it an agreement couched as a "fresh" lease or as an "extension". However, at the same time, there was also no suggestion that the Property had been held over by the Tenant.

4 There was some dispute as to how this came about. According to the Tenant, attempts had been made to contact the Landlord to discuss a further tenancy or an extension, but she was not responsive. Ms R denied this and said that, although she had initially forgotten that the tenancy was coming to an end, she was the one who later contacted the Tenant to discuss matters after she remembered. All the parties had to substantiate their respective positions were their oral testimonies, so the truth was not readily available. That said, this uncertainty was not especially significant because—notwithstanding the parties' disagreement—they accepted that *after* 17 October, the Tenant had in fact continued in occupation for around one month, had paid the same rent of

$3,400 and, crucially, that this had been done with the express agreement of Ms R after the parties' discussion eventually took place.

5 After that month was up, the parties executed a further tenancy agreement for a period of two years—from 18 November 2021 to 17 November 2023—and at the same rent of $3,400 (the "Second TA"). The Second TA was not couched as an "extension" of the First TA, nor did it make any reference to the one-month period of occupation in between. Thus, if one were to examine the Second TA without more, there would be no way to tell that there had been an earlier tenancy agreement between these parties.

6 The Tenant then remained in occupation of the Property for the entirety of the two-year period under the Second TA. At the end of that term, further discussions took place between the parties regarding a short extension until 30 November 2023. It was not disputed that such discussions took place and that they culminated in an agreement for the Tenant to remain in occupation until that date. The Tenant did so accordingly.

Procedural history

7 After 30 November 2023, Ms R declined to return the Tenant's two-month security deposit, amounting to $6,800. This led the Tenant to file two claims in the SCT: Claim No 19640 of 2023 (the "First Claim") and Claim No 19641 of 2023 (the "Second Claim"). By the First Claim, the Tenant sought a money order of $2,200 representing expenses it said it had incurred as a result of Ms R breaching her obligation to repair. By the Second Claim, the Tenant sought a money order of $8,844 representing the full refund of the security deposit, one month's rent for Ms R's alleged failure to give notice of the end of the lease, less the rent owing for the period from 18 to 30 November 2023. Why the Tenant chose to split what was, in substance, one tenancy dispute into two

claims was never satisfactorily explained. On the face of it, there was no obvious difficulty with the matters being brought together.

8 The first case conferences (called "consultations" in the SCT: see r 13 of the Small Claims Tribunals Rules ("SCTR")) for both claims took place on 5 January 2024, albeit one after the other in a single extended sitting. To be clear, however, it was not the case that the claims had been fixed to be heard together from the outset. Originally, the consultation for the First Claim had been fixed for 5 January 2024, while that for the Second Claim had been fixed for 10 January 2024. At the beginning of the 5 January consultation, the assistant registrar (the "AR") asked Ms R if she consented to the claims being dealt with together. She responded that doing so would be "very confusing" and that she had not prepared the documents needed for the Second Claim. The AR accordingly directed that the claims be dealt with separately.

9 The consultation for the First Claim then proceeded. The parties explained to the AR that there had been two tenancy agreements and that they were separated by a one-month gap as described above. At this point, however, the parties do not appear to have highlighted that there had also been a further extension from 18 to 30 November 2023 after the stated expiry of the Second TA. Having heard the parties' account of the two tenancy agreements and the one-month gap in between, the AR took the view that the landlord-tenant relationship between the parties exceeded two years and, as such, fell outside the tribunal's jurisdiction to determine. He thus discontinued the First Claim. The principal reasons for his decision appeared to be: first, that the total period of the tenancy arrangements exceeded two years; and second, that although the written agreements were separated by a one-month interval, that did not sever the connection between them because the Tenant had continued to occupy the Property with Ms R's consent and had continued paying rent.

10 After the AR had discontinued the First Claim, Ms R then asked whether she still needed to return to court on 10 January 2024 for the first consultation scheduled for the Second Claim. At this point, Ms R changed her earlier position and agreed for the consultation in the Second Claim to be dealt with there and then. The AR proceeded accordingly. It was in the course of that consultation that the extension of the Second TA to 30 November 2023 was raised. Before the AR, the parties also stated that they had agreed to this extension on the condition that the Tenant pay $3,000. The AR then decided to discontinue the Second Claim "for the same reasons" as he had the First Claim.

11 Under Part VIIA of the SCTR, the Tenant filed an appeal against the AR's decision to discontinue but, crucially, it did so only in respect of the decision in the First Claim. No appeal was filed against the decision in the Second Claim. Instead, the Tenant simply stated its grounds of appeal in the First Claim in the following terms:

> With reference to the discussion on the hearing date 05/01/2024. We would like to appeal to combine claim no. SCT/19640/2023 and SCT/19641/2023 together and give us a new hearing Date. Attaching both cases supporting documents attached with this mail. Request for Money order of $2,200 + $8,844 = $11,044 for both claims.

12 As a result, only one appeal was placed before an appellate tribunal. Before that tribunal, the Tenant's position was that the two tenancy agreements were separate and, therefore, it should be entitled to proceed in the SCT on the basis of the Second TA. Ms R's position was that the Second TA was, in truth, an extension of the First TA. The parties also did not agree on the circumstances which resulted in the one-month gap between the two written agreements. Given

those disputes, coupled with the fact that the Second TA was not expressly framed as an extension of the First TA, the appellate tribunal held:

> As there is a clear dispute between the parties and the evidence is not conclusive, I find that there was insufficient evidence for the AR to have determined that the second TA was an extension of the first TA. The factual matrix in this case, the terms and language of the second TA and the time gap of 1 month in between the 2 TAs, requires the jurisdictional issue to be heard and the evidence of the parties to be tested in order to determine whether the second TA was an extension of the first TA.
>
> As such, I am allowing the appeal. The Order … is set aside and the claim SCT/19640/2023 will be reinstated to be heard in the SCT.
>
> It is noted that the claim SCT/19641/2023 was discontinued for the same reason on 5 January 2024. [The claimant's representative] would have to decide on what to do about that decision.

13 At this juncture, one feature of the case should be highlighted. Because the two-week extension of the Second TA from 18 to 30 November 2023 was only raised during the first consultation for the *Second* Claim, that information did not appear in the AR's notes for the First Claim. And, given that the Tenant did not file an appeal against the AR's decision in the Second Claim, those notes would not have been placed before the appellate tribunal. And, for some reason, the parties—not even Ms R, who was evidently seeking to have the Tenant's claims discontinued for want of jurisdiction—also did not raise that fact. This much is clear from the decision of the appellate tribunal (set out above), which makes no reference to that further extension.

14 It cannot now be known whether this would have affected the outcome of the appeal, but the point was plainly material. It would have been material to the question of whether—even if the AR was incorrect to conclude that the Second TA was an extension of the First TA—the decision to discontinue was nonetheless justified on the grounds that the Second TA *itself* exceeded two

years. The Tenant's failure to appeal the AR's decision to discontinue Second Claim—or otherwise to take the necessary steps to ensure that this information was properly placed before the appellate tribunal—*may* therefore have affected the outcome of its appeal in the First Claim.

15 In any event, after the Tenant's appeal in the First Claim was allowed, that claim was reinstated and fixed for a further consultation on 22 April 2024. Despite the appellate tribunal expressly noting that the Tenant would have to decide what to do about the Second Claim—whether by appealing the AR's decision in that claim or, potentially, by leaving it discontinued and applying to amend the First Claim to include the substance of the Second Claim—the Tenant did not do so. After two further consultations on 20 May 2024 and 10 June 2024, the First Claim—and only the First Claim—was fixed before me for hearing.

16 On 10 July 2024, the parties appeared before me in respect of the First Claim. It was clear to me that they struggled to understand even the simplified procedures of the SCT. As an illustration, despite repeated explanations in different forms, the representative for the Tenant did not appreciate that no steps had been taken to reinstate the Second Claim—which remained discontinued—and that, as such, it was not open to me to decide that claim, nor was it even open to me to decide the substantive questions raised by the Second Claim as the First Claim had not been amended to put those into issue. Nevertheless, I explained the preliminary jurisdictional issue to the parties—namely, that it was not clear that the Tenant's claim was premised on "a contract for the lease of residential premises that does not exceed 2 years" (para 1(*c*) of the Schedule to the SCTA)—and proceeded to hear from them.

17 In the course of receiving their evidence, however, Ms R revealed that she had since filed a claim against the Tenant for damages beyond the value of the $6,800 security deposit she had withheld. This had not been brought to my attention before the hearing on 10 July 2024 and, thus, I asked Ms R to provide the necessary information about this apparent claim. It transpired that she had filed a claim in the SCT, Claim No 15308 of 2024 (the "Landlord's Claim"), on 21 June 2024, *after* the Tenant's First Claim had been fixed for hearing. The claim was scheduled for a first consultation on 23 July 2024.

18 This was a procedurally troublesome filing and Ms R had no coherent explanation for why: (a) she had filed her own claim in the SCT notwithstanding her earlier position that the tenancy exceeded two years and was therefore outside the tribunals' jurisdiction; or (b) she had filed that claim so late in the day. The thrust of her answer to the first question was that, because the Tenant had filed its claim here, she was just doing the same. To the second question, she gave the nonsensical explanation that she was waiting for the Tenant's claims to be resolved before filing her own.

19 In the circumstances, I considered it undesirable to continue receiving evidence from the parties on 10 July 2024 and to determine the First Claim without the Landlord's Claim also being before me. The evidence relevant to the First Claim would overlap almost entirely with that relevant to the Landlord's Claim, and any judgment rendered in the First Claim would necessarily have constrained the scope for decision in the Landlord's Claim. I therefore adjourned the First Claim and directed that both claims be fixed before me. As this adjournment was necessitated solely by Ms R's late filing of her claim, and the Tenant's time had been wasted as a result, I ordered Ms R to pay the Tenant costs fixed at $150.

The further hearing and my decision

20 The Tenant's First Claim and Ms R's Landlord's Claim were placed before me on 21 August 2024. I received the parties' evidence and, crucially, both stated that after the Second TA concluded, they had agreed to extend the tenancy for a further two weeks until 30 November 2023.

21 While this was only a short extension, it was, in my view, sufficient to put to rest any potential argument that the First Claim—which was premised on the Second TA—fell within the jurisdiction of the SCT. This was because, even if I accepted the Tenant's case that the Second TA represented a wholly separate tenancy agreement from the First TA, and that the one-month gap between the two prevented them from being treated as one continuous lease, there remained the inescapable fact that the Second TA itself had, by reason of the agreed extension, run for slightly more than two years. The parties did not dispute the extension and it could not sensibly be characterised as anything other than an extension of the Second TA.

22 Accordingly, even on the Tenant's own best case as to the relationship between the First TA and the Second TA, the claim before me was not premised on "a contract for the lease of residential premises that does not exceed 2 years" within the meaning of para 1(*c*) of the Schedule to the SCTA. It followed that the SCT lacked subject-matter jurisdiction over the First Claim and that, pursuant to s 5(5) of the SCTA, I was obliged to discontinue it. I did so accordingly.

23 I discontinued the Landlord's Claim for the same reason. It arose out of the same tenancy relationship and depended on the same factual matrix. Once it was clear that the relevant tenancy exceeded two years, that claim too fell outside the jurisdiction of the tribunal. For completeness, however, I should add

that there was, at least, an arguable further basis on which the Landlord's Claim might also have been discontinued. Before the tribunal which heard the Tenant's appeal against the AR's decision to discontinue the First Claim, Ms R had taken the position that the Second TA was an extension of the First TA and that the tenancy therefore exceeded two years. She did so in order to defeat the Tenant's case on jurisdiction. Having adopted that position, it would have been difficult to accept that she could later resile from it in order to advance her own claim on a different footing. In the event, however, it was unnecessary for me to decide that point given my conclusion above.

24 Before concluding, I should add that the unsatisfying result of this case may be thought to illustrate a broader practical difficulty with the present jurisdictional limit where the SCT's subject-matter jurisdiction *vis-à-vis* lease cases is concerned. Disputes arising from tenancies which exceed two years only marginally are, in general, unlikely to involve sums, complexity, or evidential burdens materially different from those seen in disputes arising from tenancies of two years or less.

25 Of course, it must be recognised that substituting the two-year cap with another cap (*eg*, three years, four years, and so on) does not do away with the issue of cases falling just outside the barrier, and the nature of the *Small* Claims Tribunals being what it is, some restrictions are plainly necessary. Even so, one may reasonably ask whether the existing monetary cap on claims ($20,000 or $30,000 if the parties agree in signed writing: s 5(4) of the SCTA) is already sufficient to perform the relevant filtering function in tenancy disputes, and whether there would be any substantial trade-off in increasing access to the tribunals by removing or at least raising the two-year limit. This is obviously not a question for the tribunals. But it is, perhaps, a question which the relevant policymakers may, in due course, wish to reconsider.

Conclusion

26 For all the reasons set out above, I discontinued both the First Claim and the Landlord's Claim. For the avoidance of doubt, as the proceedings were discontinued for want of jurisdiction, I expressed no view on the underlying merits of the parties' substantive dispute. Save for the costs order of $150 made on 10 July 2024 in respect of the adjournment occasioned by Ms R's late filing of the Landlord's Claim, I made no further orders as to costs or disbursements. The parties were to bear their own.

Postscript observations

27 In the hearings before me, the Tenant's representative stated several times that he had come to court "ten times" and had been doing so since January 2024. By the standards of the SCT, that was no doubt a substantial amount of time and effort for both sides to expend on a small tenancy dispute, especially one which ultimately ended with no substantive resolution. The Tenant's representative said more than once that all he wanted was for the matter to be resolved and urged me to help the parties arrive at a just outcome. That plea was entirely understandable. Unfortunately, notwithstanding the time and effort invested by both sides, I was not in a position to provide any substantive resolution within the limits of the law.

28 The immediate legal reason for that outcome was straightforward enough. Once the full factual position emerged, it became clear that the relevant tenancy exceeded two years and therefore fell outside the subject-matter jurisdiction conferred on the SCT by para 1(*c*) of the Schedule to the SCTA. But that does not fully explain why the matter took the course it did, nor why the parties had to come to court so many times only to end up where they began. The more fundamental point is that this was not a case in which the Tenant had

been drawn into the wrong forum by some obscure technicality which only later came to light. On the contrary, the jurisdictional difficulty was inherent in the factual history of the tenancy arrangements from the outset. Yet, the Tenant elected to invoke and continue invoking the processes of the SCT despite that difficulty, which it should have fully appreciated.

29 It bears emphasis that the SCT is a statutory tribunal of limited monetary and subject-matter jurisdiction. Notwithstanding the sentiments I expressed at [24]–[25] above, the SCT is not a general forum in which any tenancy dispute may be ventilated merely because the sums involved are modest or because the parties seek a cheaper and quicker resolution. A party who elects to commence proceedings in the SCT assumes the responsibility of ensuring that the claim sought to be pursued is one that arguably falls within the tribunal's jurisdiction. In the present case, the Tenant never really confronted that question in any coherent way. It sought to maintain that the First TA and the Second TA were distinct agreements, but it never offered any satisfactory explanation as to how, on that footing, it proposed to deal with the agreed extension of the Second TA beyond 17 November 2023, which by itself put that tenancy beyond the two-year limit. Nor, if it was instead seeking to rely on the First TA or on the tenancy relationship more broadly, was its position any easier, given the continued occupation in between and the further extension thereafter. Having elected to invoke and persist in the SCT process notwithstanding that difficulty, the Tenant assumed the risk that the matter might ultimately prove to be one which the tribunal had no jurisdiction to determine.

30 Beyond that, the Tenant also compounded the difficulty for himself by splitting one tenancy dispute into two separate claims. That decision was never satisfactorily explained. There was no obvious reason why the dispute could not have been presented as a single claim, or at least why prompt steps could not

have been taken to have the matters consolidated. As I said at [13] earlier, that fragmentation may have had a consequence in this case. The agreed extension of the Second TA to 30 November 2023 only surfaced during the consultation for the Second Claim, after the First Claim had already been discontinued. Yet, no appeal was filed against the discontinuance of the Second Claim, nor were any other steps taken to ensure that that fact was properly placed before the appellate tribunal hearing the appeal in the First Claim. The result was that the appeal proceeded without what may well have been the decisive jurisdictional fact, and the jurisdictional issue was therefore not squarely addressed at that stage when it could and should have been.

31 A further and separate compounding factor then arose from Ms R's conduct. As I explained at [17]–[19] above, having previously taken the position that the tenancy exceeded two years and therefore fell outside the SCT's jurisdiction, she nevertheless chose, on 21 June 2024, to file the Landlord's Claim in the SCT shortly before the hearing of the First Claim. That course was problematic in two distinct respects. First, it was inconsistent with the very jurisdictional position she had earlier advanced in resisting the Tenant's appeal in respect of the First Claim, and she offered no coherent explanation for why she had resiled from that position. Second, it came far too late. Because the evidence relevant to the Landlord's Claim overlapped substantially with that relevant to the First Claim, it was not practical for me to proceed with the latter alone on 10 July 2024. The result was that the hearing on that date could not be brought to a useful conclusion and the parties' attendance was, in substantial part, wasted.

32 Seen in this light, the fact that the parties had to come to court "ten times" was simply not the result of an unfortunate but unavoidable procedural history, and definitely not the product of anything inherent in the SCT process

itself. It was the consequence of the Tenant having elected to commence proceedings in a forum whose jurisdiction was, from the outset, obviously questionable on the facts known to it, and then having presented the matter in a fragmented way; and of Ms R having, later in the day, added to the difficulty by filing her own claim in the same forum despite her earlier contrary position and doing so at a stage which caused further delay. In those circumstances, the parties cannot attribute any of the resulting inconvenience to anyone other than themselves.

33 None of this is to say that the parties acted in bad faith. In fact, it was quite clear to me that both sides were—for whatever reason—simply struggling to navigate the simplified processes offered by the SCT. While unfortunate, this is not a failing that can really be excused. Short of making decisions for parties that come to the SCT—which is obviously not something a *neutral* tribunal can do—even the most accessible, simplified processes would still require parties to make choices about how they wish to conduct their case or run their defence. Such choices may carry significant consequences which parties might not fully appreciate, but the simplified nature of proceedings does not mean that parties are relieved of responsibility for those choices.

34 On the contrary, that responsibility is and always remains theirs. Therefore, litigants intending to commence proceedings in the SCT or who need to defend proceedings therein would do well to disabuse themselves of the misconception that the SCT's simplified processes enable them to present a raw, unfiltered, and disorganised complaint, vaguely within the SCT's remit, and that the assigned assistant registrar or tribunal magistrate would take care of the rest. Certainly, the SCT's processes are specifically designed to reduce formality, improve accessibility, and enable parties to appear without legal representation. But simplified procedure is not the same thing as the absence of procedure. Even

in simplified proceedings, parties are still expected to figure out how to do some basic things well and in a timely fashion.

35 A claimant must identify, with reasonable clarity, what claim they are bringing, why it falls within the SCT's jurisdiction, and why it should be allowed. Jurisdiction is not some collateral or purely technical matter which can be left to emerge only after the merits have been ventilated; it is an anterior question which a claimant who elects to invoke the SCT's processes must be prepared to confront from the outset. Conversely, a respondent must be able to articulate what their defence is, why it defeats the claim advanced, and, where jurisdiction is in issue, what position they take on that anterior question and why. Parties must also place before the SCT the material facts and evidence relevant not only to the merits, but also to jurisdiction, and take the steps necessary to preserve or advance the positions they wish to maintain.

36 I make these observations not by way of reproach of the parties here, but because this case illustrates how easily difficulties can arise when these basic matters are not attended to. Again, it is uncontroversial that the tribunal system we have is meant to be accessible, and one can even accept that accessibility is a licence to dispense with *some* amount of discipline *vis-à-vis* procedure or even intelligibility. However, accessibility is not grounds to circumvent even basic requirements. On the contrary, where formalities are reduced, the responsibility

on parties to present their dispute in a comprehensible and orderly way becomes *all the more important*.

Jared Kang Chern Wey
Tribunal Magistrate

The claimant in person;
The respondent in person.