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DISTRICT JUDGE

SIM MEI LING

17 March 2026

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

[2026] SGMC 36

Magistrate's Court Originating Claim No 307 of 2025

Between

Chiu Cheuk Man

... Claimant

And

Wu Jianou

... Defendant

JUDGMENT

[Landlord and Tenant] — [Covenants] — [Repair]

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Chiu Cheuk Man

v

Wu Jianou

[2026] SGMC 36

Magistrate's Court Originating Claim No 307 of 2025
District Judge Sim Mei Ling
8 January 2026, 24 February 2026

17 March 2026

Judgment reserved.

District Judge Sim Mei Ling:

Background

1 The defendant leased a property at OUE Twin Peaks (the “Property”) to the claimant for a period of 24 months commencing 20 February 2023.

2 Under clause 2(b) of the tenancy agreement signed on 16 January 2023 (the “TA”)¹, the claimant was required to pay the defendant a security deposit of \$29,000, which was to be refunded (free of interest) within 14 days after the expiry or lawful termination of the TA.

¹ Claimant's Bundle of Documents (“CBD”), 55 – 60.

3 On 31 July 2024, as the claimant’s work pass was expiring, he exercised his right to terminate the TA early pursuant to clause 4(f), by giving 2 months’ notice in writing.²

4 On 30 September 2024, the TA was terminated. There was a joint inspection attended by the claimant’s representative, Ms Choong Wai Ping (“Ms Choong”), and the defendant’s representative, Ms Zheng Qi (“Ms Zheng”). Both agreed on and signed a handover list (the “Handover List”). The claimant handed the Property back to the defendant.³

5 Under clause 4(l) of the TA, in the event of early termination, the claimant was to reimburse the defendant the commission paid by the defendant to her agent on a pro-rata basis calculated based on the remaining unfulfilled term.

6 The defendant did not return the claimant the security deposit.

7 The claimant therefore commenced these proceedings to recover \$25,957.98, being a refund of the security deposit less the reimbursement of pro-rated commission of \$3,042.02.

8 The defendant said she was entitled to withhold the security deposit because the claimant allegedly failed to repair, maintain and/or service the air-conditioning units and other items in the Property, in breach of the TA.⁴ The defendant said she therefore incurred costs engaging contractors for the repair, maintenance and/or replacement works, and lost 1.5 months’ rental as a result.

² Statement of Claim (“SOC”), [6]; Defence and Counterclaim (“D and CC”), [13] - [14].

³ SOC, [7], D and CC, [16].

⁴ D and CC, [16], [18], [22], [26].

She sought to set these off (plus the pro-rated commission of \$3,042.02) against the claim.⁵

9 The claimant contended that the alleged defects either did not exist as of 30 September 2024, were not attributable to the claimant or amounted to fair wear and tear.⁶

The clauses in the TA which the claimant is alleged to have breached

10 The defendant had pleaded that the claimant breached clauses 2(d), (e) and (f) of the TA.⁷

11 Clause 2(d) of the TA contained the claimant’s obligation to keep the interior of the Property “in good and tenantable repair and condition throughout the Term (fair wear and tear...or cause not attributable to the neglect or default of the Tenant...excepted)”.

12 Clause 2(e) of the TA provided that the claimant was to be “responsible for all minor maintenance, repairs and replacement of parts and other expendable items at [his] own expense up to \$250 per item/per repair...”.

13 Clause 2(f) of the TA obliged the claimant to keep fully serviced all air-conditioning units in such like repair and condition as if the same were delivered to him at the start of the TA, by keeping them serviced and maintained at least once every 3 months at his own expense by a qualified and reliable air-conditioning contractor, and to take up a service contract with such a contractor.

⁵ D and CC, [28] – [30].

⁶ Defence to Counterclaim (“D to CC”), [1].

⁷ D and CC, [16].

14 Additionally, the defendant also alleged (but did not plead) that the claimant breached clause 2(h) of the TA.

15 Under clause 2(h) of the TA, the claimant is to, at the determination of the tenancy, peacefully and quietly yield up the Property and all fittings, fixtures, furniture and air-conditioning units in such like condition as if the same were delivered to the claimant at the commencement of the tenancy (fair wear and tear excepted) including the dry cleaning of curtains and professional cleaning of the Property.

16 The claimant argued that the defendant was precluded from asserting breach of clause 2(h) due to her failure to plead the same. However, I note that the defendant did assert breach of clause 2(h) in her opening statement. The defendant also relied on the same factual allegations already made in the proceedings to support her claim for breach of clause 2(h). As such there is, in my view, no irremediable prejudice to the claimant in allowing the defendant to raise breach of clause 2(h).

The alleged defects

17 The defendant had pleaded a total of 25 defects, for which she allegedly incurred repair costs of \$7,459.03.⁸ In closing submissions, she has clarified that these should instead add up to \$6,743.33.⁹

18 Of the 25 pleaded defects, 3 of these relate to allegedly spoilt roller blinds¹⁰. During trial, Ms Zheng clarified that the defendant did not eventually

⁸ D and CC, [16].

⁹ The defendant's closing submissions ("DCS"), [18].

¹⁰ D and CC, [16], Items 13, 15 and 25.

repair or replace them as the contractor could not provide roller blinds in a colour similar to the existing ones in the Property¹¹. Hence, the defendant stated in closing submissions that she was no longer pursuing these 3 claims.¹² I therefore make no findings in respect of these 3 alleged defects.

19 The defendant's revised counterclaim for repair costs for 22 alleged defects amounted to \$5,133.40.

The applicable law

20 The defendant, being the party claiming reinstatement costs, bears the burden of proving that the claimant breached the TA in failing to keep the Property in good and tenantable repair and to yield it up in the same condition as it was delivered at the start of the tenancy (fair wear and tear excepted): *Sunnydays Pte Ltd v Real Centre Holding Pte Ltd* [2025] SGDC 231 ("*Sunnydays*") at [60].

21 The defendant therefore must prove the extent of the damage caused by the claimant as at the date the Property was yielded up. An important consideration is the original state of the Property, as the claimant was only required to maintain the Property in the state he received it: *Lee Tat Realty Pte Ltd v Limco Products Manufacturing Pte Ltd* [1998] 2 SLR(R) 258 ("*Lee Tat*") at [59] – [61]; *Sunnydays* at [60].

22 Assuming the defendant has proven the damage, the claimant, in order to avoid liability, must prove that these were due to fair wear and tear: *Jean-Luc Bohbot v Fang Koh Look* [2019] SGDC 289 ("*Jean-Luc*") at [219].

¹¹ Certified Transcripts, 8 January 2026 ("CT"), 56:31 - 57:14; 76:30 – 31.

¹² DCS, [19].

23 A tenant is not bound to make good dilapidations caused by friction of the air, exposure, and ordinary use. A covenant to keep in tenantable or good or habitable repair must be reasonably construed. A landlord is not to claim for slight defects: *Lee Tat* at [60]. To bring dilapidations within an exception of fair wear and tear, it must be shown that the dilapidation was caused by normal human use or normal action of the elements, and that they are reasonable in amount, meaning the reasonable use of the premises by the tenant and ordinary operation of natural forces: *Jean-Luc* at [222].

Did the claimant admit liability in respect of some of the alleged damage?

24 The defendant submitted that the claimant had initially agreed to bear the reinstatement costs for some of the alleged damage.¹³ She relied on chat messages exchanged between Ms Choong, Ms Zheng, and the claimant’s property agent, Ms Luvianne Pang Ka Lai (“Ms Pang”).¹⁴

25 On 2 October 2024, Ms Pang had informed Ms Zheng that Ms Choong wanted to know if Ms Zheng “will be getting the cleaning or other things settled and deduct the cost from the security deposit” (the “2 October 2024 Message”).¹⁵

26 Parties then discussed what the outstanding defects were. On 8 October 2024, Ms Pang said that most of the issues highlighted by Ms Zheng were about “not thoroughly clean up the place and also fair wear and tear.” She then informed Ms Zheng that¹⁶:

¹³ DCS, [28]; Items 1, 2, 3, 5, 6, 13, 15, 18, 21, 22, 25 of D and CC, [16],

¹⁴ Bundle of Affidavit of Evidence in Chief (“BAEIC”), 290 – 317.

¹⁵ BAEIC 292.

¹⁶ BAEIC 306.

The tenant would be responsible for the followings[sic]..

1. Cleaning for sofa, carpet, windows, roller blinds,
2. Smeg cooker filter
3. Daikin remote control x 1
4. Ceiling light x 5.

(the “8 October 2024 Message”).

27 The claimant however submitted that he was only prepared to bear the costs for certain alleged defects in the spirit of amicable settlement, and it remained for this court to determine liability.¹⁷ He has however not gone so far to say that these communications were privileged and therefore inadmissible.

28 Ms Choong initially took the position that while the claimant had been prepared to pay the defendant for repairs and reinstatement works and even give Ms Zheng a formal letter to get the outstanding issues settled, this was not because he had failed to comply with the TA, but because he wanted to settle the matter.¹⁸

29 However, she later agreed that Ms Pang had been acting on her instructions, which she had in turn received from the claimant.¹⁹ She agreed, that based on the 8 October 2024 Message, the four items Ms Pang had described did not amount to fair wear and tear.²⁰

30 Ms Pang said she had sent the 2 October 2024 Message because there were issues requiring rectification, for which rectification costs would be

¹⁷ The claimant’s closing submissions (“CCS”), [24].

¹⁸ CT, 10:27 – 11:1; 14:8 – 17:2.

¹⁹ CT, 18:9 – 31.

²⁰ CT, 18:29 – 19:4.

deducted from the security deposit.²¹ She also agreed that the claimant's agreement to rectify those items, meant that he was aware that these had to be repaired and compensated for, and were not merely wear and tear.²²

31 The claimant had therefore via the 2 October 2024 Message, acknowledged that there were at least some defects requiring rectification. Further, the claimant's submission that he was merely proposing to settle the matter, is contradicted by Ms Pang and Ms Choong's admissions in court that the claimant recognised that the issues described in Ms Pang's 8 October 2024 Message were present, and did not amount to fair wear and tear.

32 Ultimately however, it is still for the court to decide whether the claimant breached the TA, though these admissions by the claimant through his agents remain relevant.

Relevance of certain claimed rectification costs being under \$250

33 The defendant relied on Ms Choong's admission that the claimant was obliged under clause 2(e) of the TA to pay for minor repairs up to \$250. The defendant submitted that the claimant was therefore obliged to pay for items which rectification costs were under \$250.²³

34 However, the defendant's argument ignores the latter part of clause 2(e), which states that conversely, any expenditure in excess of \$250 shall be borne by the landlord. The defendant's counterclaim included items for which rectification costs exceeded \$250. If it were the case that the claimant's liability

²¹ CT, 50:4 – 29.

²² CT, 53:2 - 7.

²³ CT, 28:5 - 9; DCS, [29], [31], [36].

for alleged defects discovered after the determination of the tenancy depends simply on how much rectification costs was allegedly incurred, then the defendant would have no basis to claim the items for which rectification costs exceeded \$250.

35 In any event, even if I accept the defendant's argument, the claimant's obligation to pay under clause 2(e) was in respect of "all minor maintenance, repairs and replacement of parts and other expendable items" costing up to \$250. It therefore still rests with her to prove that there were such items requiring maintenance, repairs or replacement of parts.

Relevance of existing defects in the Property

36 The claimant argued that there were already imperfections in the Property when he first took possession. He submitted that this was relevant to whether there was a breach of clause 2(d) to keep the Property in good and tenantable condition, because the defendant herself considered the Property to be "good and tenantable" to the claimant despite the existence of defects.²⁴

37 However, it is not the claimant's case that all the alleged defects that are the subject of the present claim were pre-existing defects. That the defendant had leased out the Property to the claimant despite its then-existing defects, did not mean that the Property with the alleged defects now complained of, remained "good and tenantable".

38 In any case, the defendant has a separate claim for breach of clause 2(h) of the TA. Hence even if the Property can be considered "good and tenantable", the claimant would still be in breach of clause 2(h) if he failed to deliver up the

²⁴ CCS, [12].

Property in the same condition as it was in at the commencement of the TA (fair wear and tear excepted).

Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?

Relevance of whether the defects were recorded in the Handover List

39 Ms Zheng accepted that 8 of the 22 remaining defects pursued by the defendant were not recorded in the Handover List.²⁵ Parties disputed whether the defendant was entitled to claim rectification costs for defects that were not so recorded.

40 The claimant said he should not be liable. He submitted that these could not have been defects which existed on 30 September 2024, because the joint inspection was a thorough one lasting about 3.5 hours to 4 hours.²⁶ Instead, subsequent visitors to the Property after it was handed over to the defendant could have caused these defects.

41 The defendant however argued that these defects were only discovered later because it was not possible to complete a full inspection of the Property (which was big and fully furnished) on 30 September 2024.²⁷ Under the TA, the defendant had 14 days to return the security deposit, which Ms Pang agreed was intended to allow the defendant more time to assess the Property before returning the security deposit.²⁸

²⁵ CCS, [20]; CT, 80:30 – 81:16; 100:29 – 101:3; Items 4, 8, 10, 12, 14, 17, 23, 24 of D and CC, [16].

²⁶ CT, 63:4 – 67:12.

²⁷ CT, 81:17 - 24.

²⁸ CT, 54:2 - 15.

42 The defendant also argued that other people who entered the Property after 30 September 2024²⁹ could not have caused the defects. Ms Zheng said she was present when there were prospective tenants or contractors, and she would not allow them to damage the Property.³⁰ The claimant on the other hand had stayed at the Property for over 1 year and 7 months.

43 That an alleged defect was not recorded in the Handover List did not, by itself, absolve the claimant from liability. It would however be a relevant factor in determining if the defendant has discharged her burden of proving that the alleged defect existed as at the determination of the lease.

Photographs of the alleged damage

44 The claimant submitted that the defendant did not provide photographic evidence, even for the alleged defects that were recorded in the Handover List, to prove that they existed as of 30 September 2024. He argued that the photographs which Ms Zheng said were taken at handover, do not show any visible defects or damage.³¹

45 While the defendant produced other photographs purportedly showing the defects³², Ms Zheng had, in her affidavit of evidence-in-chief (the “AEIC”), said that they were only taken after 30 September 2024.³³ On the stand however,

²⁹ CT, 82:8 – 28.

³⁰ CT, 101:24 - 102:13.

³¹ CBD Tab 22.

³² Ms Zheng’s AEIC, Tab 8.

³³ Ms Zheng’s AEIC, [18], Tab 5.

she said that her AEIC was wrong, and some photographs were actually taken on 30 September 2024.³⁴

46 There is no date or time stamp to these photographs. It is therefore not possible to determine which of these photographs were taken on 30 September 2024, if any.

47 Further, in respect of many of the alleged defects, the defendant has not explained, whether in Ms Zheng’s AEIC or in submissions, which specific alleged defect each of the photograph(s) showed. It was only during cross-examination that her counsel sought to relate some of the photographs with some of the alleged defects.³⁵

48 Lastly, the claimant submitted that adverse inferences should be drawn against the defendant for only disclosing certain documents belatedly in Ms Zheng’s AEIC.³⁶ However, the claimant did not put this to Ms Zheng to give her a chance to respond. In any event, the claimant also has not elaborated what is the adverse inference that should be drawn against the defendant.

My findings

49 In light of the above, and for the reasons below, I find that the defendant has only proven that the damage described at Items 1, 2, 3, 5, 6, 7, 9, 11, 12, 14, 18, 19, 20, 21 (in respect of 1 remote controller only), and 22 (in respect of 4

³⁴ CT, 69:24 - 70:1.

³⁵ Ms Zheng’s AEIC, [20], Tab 8.

³⁶ CCS, [16].

roller blinds only)³⁷ existed as of 30 September 2024 and were caused by the claimant:

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
1.	Replacement of 2 ceiling lights	Yes. The claimant accepted that this damage was recorded in the Handover List ³⁹ . Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “Ceiling light x 5”. ⁴⁰
2.	Removal of stains on sofa	Yes. The claimant accepted that this damage was recorded in the Handover List ⁴¹ . Even though Ms Choong asserted that there were “other existing stains” during the initial handover ⁴² , the Handover List records it as “2 new stains”.

³⁷ Of D and CC, [16].

³⁸ Per D and CC, [16].

³⁹ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [22].

⁴⁰ Ms Zheng’s AEIC, p146.

⁴¹ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [23].

⁴² Ms Choong’s AEIC, [23].

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “cleaning for sofa, carpet, windows, roller blinds” ⁴³ .
3.	Removal of stains on carpet	Yes. The claimant accepted that this damage was recorded in the Handover List⁴⁴. Even though Ms Choong said that there were visible carpet stains as part of the original condition of the Property, she did not go so far as to assert that these were the same stains.⁴⁵ Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “cleaning for sofa, carpet, windows, roller blinds”⁴⁶

⁴³ Ms Zheng’s AEIC, p 146.

⁴⁴ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [24].

⁴⁵ Ms Choong’s AEIC, [24].

⁴⁶ Ms Zheng’s AEIC, p 146.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
4.	Repair chipped shoe rack	No. Ms Choong said that the shoe rack was inspected but no defect was identified.⁴⁷ Ms Zheng admitted that this was not in the Handover List.⁴⁸ The defendant has not identified which of her photographs show this damage.⁴⁹
5.	Replacement of 1 ceiling light	Yes. The claimant accepted that this damage was recorded in the Handover List⁵⁰. Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “Ceiling light x 5”⁵¹

⁴⁷ Ms Choong’s AEIC, [25].

⁴⁸ CT, 80:30 – 81:16; 100:29 – 101:3.

⁴⁹ Ms Zheng’s AEIC, [20], Tab 8.

⁵⁰ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [26].

⁵¹ Ms Zheng’s AEIC, p 146.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
6.	Changing of charcoal filter of kitchen hood exhaust	Yes. The claimant accepted that this damage was recorded in the Handover List⁵². Ms Choong admitted that the charcoal filter had not been changed.⁵³ While she said that the hood would have been cleaned monthly and the claimant rarely used the kitchen hood⁵⁴, there is no direct evidence of this. Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “Smeg cooker filter”⁵⁵
7.	Repair chipped kitchen cabinets	Yes. The claimant accepted that this damage was recorded in the Handover List⁵⁶.

⁵² CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [27].

⁵³ Ms Choong’s AEIC, [27].

⁵⁴ Ms Choong’s AEIC, [27].

⁵⁵ Ms Zheng’s AEIC, p 146.

⁵⁶ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [28].

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		Ms Choong conceded that this damage was observed during handover.⁵⁷ The defendant has produced a photograph of the kitchen cabinet showing the damage.⁵⁸
8.	Cleaning of kitchen walls	No. Ms Choong said that the kitchen walls were inspected during handover but no defect was identified.⁵⁹ Ms Zheng admitted that this was not recorded in the Handover List.⁶⁰ The defendant sought to dispute the scope of the cleaning / handover works conducted by the claimant⁶¹; however, she has not

⁵⁷ CT, 28:10 - 23.

⁵⁸ BAEIC 269; CT, 28:29 - 32.

⁵⁹ Ms Choong's AEIC, [29].

⁶⁰ CT, 80:30 – 81:16; 100:29 – 101:3.

⁶¹ DCS, [33]; BAEIC 58, 60.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		identified which of her photographs show this damage.⁶² The defendant did not challenge Ms Choong's evidence that photographs taken 1 day before the handover do not show visible or noticeable dirt, and the walls look similar to those in the photographs taken of the Property in its initial condition.⁶³
9.	Replacement of mirror that was removed	Yes. The claimant accepted that this damage was recorded in the Handover List⁶⁴. It is not disputed that parties had agreed in early 2023 that the defendant would engage contractors to take down the mirror.⁶⁵ It is not clear if the agreement in early 2023 extended to who should bear the cost of reinstating the mirror. Unless agreed

⁶² Ms Zheng's AEIC, [20], Tab 8.

⁶³ Ms Choong's AEIC, [29], Tab 8.

⁶⁴ CBD 66 – 68; CCS [20]; Ms Choong's AEIC, [30].

⁶⁵ Defence to CC, [1(h)(ii)]; Ms Choong's AEIC, [30]; CT, 75:14 - 76:3.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		otherwise, the claimant remains obliged to reinstate the Property under the TA. Ms Choong agreed that on her instructions, Ms Pang had, on 18 October 2024, committed to replacing this for \$300. She further agreed that the claimant cannot renege on this.⁶⁶
10.	Cleaning of bathroom walls	No. Ms Choong said that the bathroom walls were inspected during handover but no defect was identified.⁶⁷ Ms Zheng admitted that this was not recorded in the Handover List.⁶⁸ The defendant sought to dispute the scope of the cleaning / handover works conducted by the claimant⁶⁹; however she has not

⁶⁶ CT, 31:4 - 14.

⁶⁷ Ms Choong's AEIC, [31].

⁶⁸ CT, 80:30 – 81:16; 100:29 – 101:3.

⁶⁹ DCS, [33]; BAEIC 58, 60.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		identified which of her photographs show this damage.⁷⁰ The defendant did not challenge Ms Choong's evidence that photographs taken 1 day before the handover do not show visible or noticeable dirt, and the walls look similar to those in the photographs taken of the Property in its initial condition.⁷¹
11.	Cleaning of water tank	Yes. The claimant accepted that it was recorded in the Handover List that "behind the toilet dirty"⁷². The claimant submitted that photographs of the Property in its initial condition show that there were already stains.⁷³ However, Ms Choong's evidence was not that these were

⁷⁰ Ms Zheng's AEIC, [20], Tab 8.

⁷¹ Ms Choong's AEIC, [31], Tab 10.

⁷² CBD 66 – 68; CCS, [20]; Ms Choong's AEIC, un-numbered paragraph before [32].

⁷³ CCS, [20(f)]; CBD 180.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		pre-existing stains but that they constituted fair wear and tear. ⁷⁴
12.	Repair of toilet bowl seat cover	Yes. Ms Zheng admitted that this was not recorded in the Handover List.⁷⁵ There is however a plausible explanation for this, as Ms Choong agreed that on the day of handover, no one lifted the toilet bowl seat cover to check.⁷⁶ The defendant has produced a photograph evidencing the damage.⁷⁷ Ms Choong agreed that she had no evidence that the claimant did not spoil it.⁷⁸

⁷⁴ Ms Chong's AEIC, un-numbered paragraph before [32], Tab 11.

⁷⁵ CT, 80:30 – 81:16; 100:29 – 101:3.

⁷⁶ CT, 34:1 - 4.

⁷⁷ BAEIC 284; CT, 33:22 – 32.

⁷⁸ CT, 34:1 - 21.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
14.	Repair of chipped bedroom wall	Yes. Ms Zheng admitted that this was not in the Handover List.⁷⁹ There is however a plausible explanation for this, as Ms Choong agreed that this section of the wall was hidden by chairs.⁸⁰ The defendant has produced a photograph showing the damage.⁸¹
16.	Repair of bathtub faucet	No. it was only recorded in the Handover List that “water very small” and not that the faucet was broken. The handover list that was signed when the claimant first took over the Property already recorded that the shower mixer at bathtub

⁷⁹ CT, 80:30 – 81:16; 100:29 – 101:3.

⁸⁰ CT, 36:6 - 12.

⁸¹ BAEIC 283; CT, 35:14 – 12.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		had no water flow.⁸² The poor water flow was therefore an existing defect. The defendant has not identified which of her photographs show this damage.⁸³
17.	Cleaning of water tank	No. Ms Zheng admitted that this was not in the Handover List.⁸⁴ The defendant has not identified which of her photographs show this damage.⁸⁵ The claimant also produced a photograph which he said show that these were pre-existing stains.⁸⁶

⁸² Ms Choong's AEIC, [36]; CBD 66 – 68; CCS, [20(h)].

⁸³ Ms Zheng's AEIC, [20], Tab 8.

⁸⁴ CT, 80:30 – 81:16; 100:29 – 101:3.

⁸⁵ Ms Zheng's AEIC, [20], Tab 8.

⁸⁶ CBD 180.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
18.	Replacement of 2 ceiling lights	Yes. The claimant accepted that this damage was recorded in the Handover List.⁸⁷ Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “Ceiling light x 5”.⁸⁸
19.	Repair chipped sliding door	Yes. The claimant accepted that this damage was recorded in the Handover List⁸⁹. The defendant has produced a photograph showing the damage.⁹⁰
20.	Repair chipped door frame	Yes.

⁸⁷ CBD 66 – 68; CCS, [20].

⁸⁸ Ms Zheng’s AEIC, p 146.

⁸⁹ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [39].

⁹⁰ BAEIC 276; CT, 38:20 - 26.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		The claimant accepted that this damage was recorded in the Handover List⁹¹. The defendant has produced a photograph showing the damage.⁹²
21.	Replacement of 3 air-conditioning remote controllers	Yes, but in respect of 1 remote controller only. The claimant admitted that one remote controller screen was cracked.⁹³ The claimant accepted that it was recorded in the Handover List that 1 remote controller was spoilt. Ms Zheng had confirmed that the rest of the controllers were in good condition at handover⁹⁴. Ms Zheng said that it was only when the air-con contractor came down, that they realised that the batteries inside 2 of the controllers

⁹¹ CBD 66 – 68, CCS, [20]; Ms Choong’s AEIC, [40].

⁹² BAEIC 279; CT, 38:27 – 39:2.

⁹³ D to CC, [1(h)(vi)].

⁹⁴ CBD 66 – 68; CCS, [20]; Ms Choong’s AEIC, [41]; D to CC, [1(h)(vi)].

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		had leaked.⁹⁵ The defendant has however not identified which of her photographs show this damage.⁹⁶ Ms Pang in the 8 October 2024 Message agreed that the tenant would be responsible for “Daikin remote control x 1”⁹⁷
22.	Cleaning of all window roller blinds	Yes, but in respect of 4 roller blinds only. The claimant accepted that the Handover List recorded that there were dirty window roller blinds in the master bedroom bathroom and living/dining room⁹⁸. Ms Zheng agreed that the Handover List only identified 4 roller blinds as dirty.⁹⁹ The defendant sought to dispute the scope of the steam cleaning works conducted by the

⁹⁵ CT, 99:14 - 100:1.

⁹⁶ Ms Zheng’s AEIC, [20], Tab 8.

⁹⁷ Ms Zheng’s AEIC, p 146.

⁹⁸ CBD 66 – 68; CCS, [20].

⁹⁹ CT, 80:10 – 29.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		claimant¹⁰⁰; however there is no photographic evidence showing that all the blinds were dirty. Ms Zheng agreed that the photographs taken on 30 September 2024 do not show stains, but claimed this was because the photographs were taken far away, and due to light from outside.¹⁰¹ Ms Pang in the 8 October 2024 Message agreed the tenant would be responsible for “cleaning for sofa, carpet, windows, roller blinds”.¹⁰²
23.	Maintenance and servicing of all air-conditioning units	No. Ms Zheng admitted that this was not recorded in the Handover List¹⁰³. She claimed that she missed out one air-conditioning unit at the corner of the living room.¹⁰⁴

¹⁰⁰ DCS, [33]; BAEIC 58.

¹⁰¹ CT, 79:27 - 80:9; CBD 226, 228, 289.

¹⁰² Ms Zheng’s AEIC, p 146.

¹⁰³ CT, 80:30 – 81:16; 100:29 – 101:3.

¹⁰⁴ CT, 84:10 - 18.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		While Ms Choong admitted that the claimant did not perform quarterly servicing¹⁰⁵, clause 2(g) of the TA only obliged the claimant to pay for any repair, replacement or renewal of parts if the air-conditioning was not serviced at least once every 3 months by a qualified air-conditioning contractor, and should any breakdown or malfunctioning occur. Ms Zheng agreed that she had no evidence proving that the units were broken down or malfunctioning as of 30 September 2024.¹⁰⁶
24.	General cleaning	No. Ms Zheng admitted that this was not in the Handover List.¹⁰⁷ The defendant sought to dispute the scope of the cleaning / handover works conducted by

¹⁰⁵ Ms Choong's AEIC, [43]; CT, 39:8 - 28.

¹⁰⁶ CT, 84:25- 30.

¹⁰⁷ CT, 80:30 – 81:16; 100:29 – 101:3.

S/N ³⁸	Description	Has the defendant proven that the alleged damage existed as of 30 September 2024 and was caused by the claimant?
		the claimant ¹⁰⁸ ; however, she has not identified which of her photographs show this damage. ¹⁰⁹

Were the alleged damage fair wear and tear?

50 I now consider whether the damage which I found existed as of 30 September 2024 and was caused by the claimant, amount to fair wear and tear.

51 The burden is on the claimant to adduce some, not inherently incredible, evidence that the damage was due to fair wear and tear. Neither party had called an expert to opine on this.

52 For the reasons below, I find that the claimant has only proven that the damage at Item 11 amounts to fair wear and tear:

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
1.	Replacement of 2 ceiling lights	No.

¹⁰⁸ DCS, [33], BAEIC 58, 60.

¹⁰⁹ Ms Zheng's AEIC, [20], Tab 8.

¹¹⁰ Per D and CC, [16].

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
		Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear¹¹¹. This is contradicted by Ms Choong and Ms Pang's admission that the claimant had initially agreed to bear the rectification costs for this as this did not amount to fair wear and tear.¹¹²
2.	Removal of stains on sofa	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear¹¹³. This is contradicted by Ms Choong and Ms Pang's admission that the claimant had initially agreed to bear the rectification costs for this as this did not amount to fair wear and tear.¹¹⁴

¹¹¹ Ms Choong's AEIC, [22].

¹¹² CT, 18:29 – 19:4; CT, 53:2 - 7.

¹¹³ Ms Choong's AEIC, [23].

¹¹⁴ CT, 18:29 – 19:4; CT, 53:2 - 7.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
		Ms Zheng accepted that some marks or imperfections on upholstered furniture is to be expected after more than 1 year of residential use. ¹¹⁵ However, these are not mere “marks or imperfections” but stains.
3.	Removal of stains on carpet	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear¹¹⁶. This is contradicted by Ms Choong and Ms Pang’s admission that the claimant had initially agreed to bear the rectification costs for this as this did not amount to fair wear and tear.¹¹⁷ Ms Zheng accepted that some marks or imperfections on carpet is to be expected after more than 1 year of residential use.¹¹⁸

¹¹⁵ CT, 73:14 - 27.

¹¹⁶ Ms Choong’s AEIC, [24].

¹¹⁷ CT, 18:29 – 19:4; CT, 53:2 - 7.

¹¹⁸ CT, 73:28 – 74:8.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
		However, these are not mere “marks or imperfections” but stains.
5.	Replacement of 1 ceiling light	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear¹¹⁹. This is contradicted by Ms Choong and Ms Pang’s admission that the claimant had initially agreed to bear the rectification costs for this as this did not amount to fair wear and tear.¹²⁰
6.	Changing of charcoal filter of kitchen hood exhaust	No. Ms Choong and Ms Pang admitted that the claimant had initially agreed to bear the rectification costs as this did not amount to fair wear and tear.¹²¹

¹¹⁹ Ms Choong’s AEIC, [26].

¹²⁰ CT, 18:29 – 19:4; CT, 53:2- 7.

¹²¹ CT, 18:29 – 19:4; CT, 53:2 - 7.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
7.	Repair chipped kitchen cabinets	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear.¹²² Ms Zheng accepted that after more than 1 year of residential use, some minor wear on wooden furniture or carpentry is to be expected.¹²³ However, this is not minor wear but chips on the edge of the cabinet drawers.¹²⁴
9.	Replacement of mirror that was removed	No. Ms Choong has not asserted that this is fair wear and tear. In any event, a deliberate removal of a mirror cannot amount to fair wear and tear.
11.	Cleaning of water tank	Yes.

¹²² Ms Choong's AEIC, [28].

¹²³ CT, 74:23 - 29.

¹²⁴ BAEIC 269, CT, 28:29 - 32.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
		Both Ms Chong and Ms Zheng agreed that this is fair wear and tear. ¹²⁵
12.	Repair of toilet bowl seat cover	No. Ms Choong has not asserted that this is fair wear and tear. In any event, based on the photograph evidencing the damage, this is not merely fair wear and tear.¹²⁶
14.	Repair of chipped bedroom wall	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear.¹²⁷ Based on the photograph of the damage¹²⁸, this is not merely fair wear and tear.

¹²⁵ Ms Choong's AEIC, un-numbered paragraph before [32]; CT, 97:14 - 16.

¹²⁶ BAEIC 284, CT, 33:22 – 32.

¹²⁷ Ms Choong's AEIC, [34].

¹²⁸ BAEIC 283, CT, 35:14 – 12.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
18.	Replacement of 2 ceiling lights	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear.¹²⁹ This is contradicted by Ms Choong and Ms Pang's admission that the claimant had initially agreed to bear the rectification costs for this as this did not amount to fair wear and tear.¹³⁰
19.	Repair chipped sliding door	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear.¹³¹ Ms Zheng accepted that after more than 1 year of residential use, some minor marks or wear on wooden furniture or carpentry is to be expected¹³². However, based on

¹²⁹ Ms Choong's AEIC, [38].

¹³⁰ CT, 18:29 – 19:4; CT, 53:2- 7.

¹³¹ Ms Choong's AEIC, [38].

¹³² CT, 79:9 - 13.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
		the photograph showing the damage ¹³³ , this is not merely a minor mark or wear. Under re-examination, Ms Zheng maintained that this should have been fixed by the tenant before handover. ¹³⁴
20.	Repair chipped door frame	No. Ms Choong only made a bare assertion in her AEIC that this was fair wear and tear.¹³⁵ Ms Zheng accepted that after more than 1 year of residential use, some minor marks or wear on wooden furniture or carpentry is to be expected¹³⁶. However, based on the photograph showing the damage¹³⁷, this is not merely a minor mark or wear. Under re-examination, Ms Zheng

¹³³ BAEIC 276, CT, 38: 20-26.

¹³⁴ CT, 98:31 - 99:11.

¹³⁵ Ms Choong's AEIC, [40].

¹³⁶ CT, 79:9 - 13.

¹³⁷ BAEIC 279, CT, 38:27 – 39:2.

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
		maintained that this should have been fixed by the tenant before handover. ¹³⁸
21.	Replacement of 3 air-conditioning remote controllers (of which I only allowed 1)	No. The claimant has not given any basis for his assertion that a fuzzy screen amounts to fair wear and tear.¹³⁹ This is contradicted by Ms Choong and Ms Pang's admission that the claimant had initially agreed to bear the rectification costs for this as this did not amount to fair wear and tear.¹⁴⁰ The claimant had in pleadings, admitted that one remote controller screen was cracked.¹⁴¹ That is not mere fair wear and tear.
22.	Cleaning of all window	No.

¹³⁸ CT, 98:31 - 99:11.

¹³⁹ CCS, [20(i)].

¹⁴⁰ CT, 18:29 – 19:4; CT, 53:2 - 7.

¹⁴¹ D to CC, [1(h)(vi)].

S/N ¹¹⁰	Description	Has the claimant proven that the alleged damage was due to fair wear and tear?
	roller blinds (of which I only allowed 4 roller blinds)	Ms Choong did not assert that this was fair wear and tear. Ms Choong and Ms Pang in any event admitted that the claimant had initially agreed to bear the rectification costs as this did not amount to fair wear and tear. ¹⁴²

53 The claimant is therefore liable for the damage at Items 1, 2, 3, 5, 6, 7, 9, 12, 14, 18, 19, 20, 21 (in respect of 1 remote controller) and 22 (in respect of 4 roller blinds only)¹⁴³.

What loss did the defendant suffer?

54 The normal measure of damages for breach of a tenant's covenant to repair in an action brought after a tenancy's determination is a sum that would put the premises in a state of repair which the tenant was bound to leave them. This could be the cost of repairs with some allowance for loss of rent or occupation during repair: *Jean-Luc*, [263].

¹⁴² CT, 18:29 – 19:4; CT, 53:2 - 7.

¹⁴³ D and CC, [16].

Cost of repairs

55 The defendant has established that the claimant agreed to pay \$300 to replace the missing mirror (Item 9).¹⁴⁴ I therefore award the defendant \$300 for this.

56 In respect of Items 1, 2, 3, 5, 6, 18, 21 (in respect of 1 remote controller), 22 (in respect of 4 roller blinds only), while the claimant had via Ms Pang's 8 October 2024 Message agreed that the claimant would be responsible for these, there was no agreement on rectification costs.

57 The defendant therefore must still prove that she incurred the rectification costs asserted for Items 1, 2, 3, 5, 6, 7, 12, 14, 18, 19, 20, 21 (in respect of 1 remote controller) and 22 (in respect of 4 roller blinds only).¹⁴⁵

58 All the defendant provided are quotations or excerpts of WhatsApp messages by which an unidentified person appeared to be quoting for certain rectification works.¹⁴⁶ Ms Zheng agreed that these were only quotations and not final invoices showing payment to contractors for completed work.¹⁴⁷ She also agreed that the messages did not show the sender or recipient or when they were sent, and were not proper quotations.

59 Ms Zheng claimed that she had the invoices.¹⁴⁸ She also claimed that there would have been receipts and she would have paid the contractors from

¹⁴⁴ CT, 31:4 - 14.

¹⁴⁵ D and CC, [16].

¹⁴⁶ CBD 101, 103 - 104, 105, 106.

¹⁴⁷ CT, 85:17 - 86:9.

¹⁴⁸ CT, 86:10 - 29.

her account first, before being reimbursed by the defendant. She tried to explain that the omission to produce them was because the defendant's lawyers did not ask for them.¹⁴⁹

60 However, the onus is on the defendant to adduce evidence of her alleged loss. Yet no such receipts were in evidence. There was also no evidence that the works were carried out.

61 As such, the defendant is only entitled to nominal damages for Items 1, 2, 3, 5, 6, 7, 12, 14, 18, 19, 20, 21 (in respect of 1 remote controller) and 22 (in respect of 4 roller blinds only). I fix this at \$100.

Loss of rental

62 The defendant sought 1.5 months' rental, which she said was lost because the Property could not be rented out while the rectification works were ongoing.¹⁵⁰ She quantified this at \$21,750 (based on a monthly rental of \$14,500).

63 Ms Zheng's evidence was that she required time to source for quotations, and the contractors also needed time to perform the rectification works. This allegedly took 1.5 months. She also advertised the Property, but was unsuccessful in finding a new tenant while the repairs were ongoing.¹⁵¹

64 Out of the 22 alleged defects, I have only found the claimant liable for slightly over half of them. The defendant is therefore only entitled in principle

¹⁴⁹ CT, 87:21 – 88:8.

¹⁵⁰ D and CC, [30].

¹⁵¹ Ms Zheng's AEIC, [24] – [27].

to claim loss of rental which rectifying only these specific defects which I have to have been proven.

65 However, for the reasons I now come to, the defendant has not discharged her burden of proving the alleged loss of rental.

66 The claimant said that the defendant had failed to engage contractors for the alleged repair works expeditiously. The quotation for the highest price and the greatest number of items was dated 11 November 2024¹⁵², which suggested that the defendant took 1.5 months (from the date of handover) to procure quotations. On the stand, Ms Zheng said that the cleaning works only started in end October because the claimant's and the defendant's representatives were arguing over who should conduct the rectification works.¹⁵³

67 The correspondence between Ms Pang and Ms Zheng show that parties were still discussing the rectification works to be done, up to as late as 24 October 2024.¹⁵⁴ Ms Pang also agreed that as of 22 October, she was still trying to assist the parties to resolve the outstanding issues, and get an authorisation letter for Ms Zheng to carry out the repairs on the claimant's behalf. This however fell through as the claimant was not agreeable to paying Ms Zheng her requested fee of \$6,000.¹⁵⁵ This was made known to Ms Zheng on 23 October 2024.¹⁵⁶ The claimant then cut off the utilities to the Property, and the defendant had to cancel her contractor appointments on 24 October 2024¹⁵⁷.

¹⁵² CBD 103.

¹⁵³ CT, 103:23- 104:4.

¹⁵⁴ BAEIC 328 – 345.

¹⁵⁵ CT, 52:4 – 53:1.

¹⁵⁶ BAEIC 344.

¹⁵⁷ BAEIC, 344. CT, 40:2 – 17.

68 While the defendant cannot be entirely faulted for trying to come to an arrangement with the claimant, it was her duty to mitigate her losses. She had taken over possession of the Property, and was also in possession of the security deposit. She could have proceeded to rectify any defects on her own, then set off the costs against the security deposit. It was only almost a month after handover that she started doing so.

69 Further, the defendant has not adduced any evidence of how long the rectification works took. Ms Zheng agreed that the defendant had not provided evidence showing what work was completed and when, though she claimed that she had proof that the work took 1.5 months. She claimed that she did not produce this as the defendant's lawyers did not ask for it¹⁵⁸.

70 Additionally, apart from producing some records of advertisements which Ms Zheng placed for the Property, there is no evidence to support her claim that there were prospective tenants who wanted to lease the Property but could not because of the allegedly ongoing repair work. The defendant has not adduced any offers or inquiries from prospective tenants to prove this. While Ms Zheng claimed that the eventual tenant she found on 8 November 2024 could only start the tenancy in December 2024 because of the alleged ongoing work, there is likewise no evidence to substantiate this claim.¹⁵⁹

71 Neither has the defendant shown that she would otherwise have been able to rent out the Premises at \$14,500 per month. Ms Zheng's evidence was that the new tenant only offered \$9,600 a month as rental. There is no evidence

¹⁵⁸ CT, 89:24 - 31.

¹⁵⁹ CT, 104:25 -105:4.

to support her assertion that she could have leased the Property at \$14,500 (about 50% more) but for the alleged condition of the Property.

72 I again stress that it is for the defendant to adduce sufficient evidence of her loss. As she has not done so, I therefore dismiss the counterclaim for loss of rental.

Conclusion

73 In the circumstances, the defendant is only entitled to pro-rated commission of \$3,042.02 and rectification costs of \$400. After setting this off against the security deposit, the defendant is liable to return the claimant the balance of \$25,557.98.

74 The defendant is also to pay the claimant interest on the sum of \$25,557.98 at the rate of 5.33% per annum from the date of the originating claim to the date of payment.

75 Unless parties can agree on quantum of costs, they are to file brief costs submissions, limited to 10 pages, within 2 weeks of the date of this judgment.

Sim Mei Ling
District Judge

Megan Elizabeth Ong Sze Min (Quahe Woo & Palmer LLC) for the
claimant;
Lim Bee Li and Kurzbock Tsang Yu Han Kenn (Chevalier Law
LLC) for the defendant.
