

**IN THE HIGH COURT FOR ZAMBIA
AT THE PRINCIPAL REGISTRY
HOLDEN AT LUSAKA
(Divorce Jurisdiction)**

2016/HP/2260

IN THE MATTER OF: Flat No. 4 Plot No. 1203 Chelstone Extension,
Lusaka.

AND

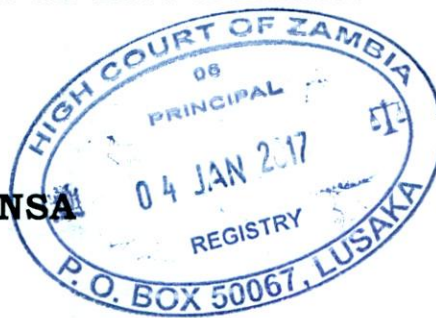
IN THE MATTER OF: An application for an Order for the recovery of
possession of premises, arrears of standard
rent, and outstanding bills.

AND

IN THE MATTER OF: Section 4 (e) (i) (ii) of the Rent Act Chapter 206
of the Laws of Zambia

BETWEEN:

RAYMOND BWALYA MWANSA



PLAINTIFF

AND

PRUDENCE MULILO

RESPONDENT

Before Hon. Mr. Justice Mathew. L. Zulu the ^{4th}.....day of January, 2017

For the Petitioner: In Person

For the Respondent: In Person

JUDGMENT

Legislation referred to:

1. Rent Act, Cap 206

This was an application by way of originating summons supported by an affidavit. The reliefs sought are as follows:

- (i) An Order for Eviction directed at the Respondent from Flat No. 4 Plot No. 1203, Chelstone Extension, Lusaka.
- (ii) An Order that the Respondent pays all the outstanding rentals to the Applicant which stand unpaid from July 2016 to November 2016 amounting to the total sum of ZMK 14, 000.00 and K 1, 200.00 worth of damages caused on the property.
- (iii) Further or in the alternative, issuance of Warrant of Distress against the Respondent in respect of property and assets of the Respondent at the premises.
- (iv) Mesne profit.
- (v) Any other relief the Court may deem fit.
- (vi) Costs of and incidental to these proceedings.

The Applicant who was the deponent to the affidavit in support stated in his affidavit that he is the Landlord of the property known as Flat No. 4, Plot 1203, Chelstone Extension, Lusaka, and the Respondent was offered

a written lease Agreement for the occupation at a monthly rent of K 2, 500.00.

It was the Applicant's evidence that the Respondent had grossly defaulted in meeting rental obligations for July to November, 2016, resulting in arrears amounting to K 14, 000.00. And because of the said arrears, the Applicant sought the Respondent to vacate the dwelling house. It was the Applicant's further affidavit evidence that the Respondent caused damage to the property, putting the total cost of repairs at K 1, 200.00.

The Respondent did not file any affidavit in opposition to the Applicant's claim. On 20th December, 2016, I heard the Application and in his oral evidence the Applicant repeated his claim that the Respondent owed him money from the unpaid rentals amounting to K 11, 000.00 and not K 14, 000.00 reflected on the summons. It was further his claim that the Respondent caused damage to the house amounting to K 1, 200.00.

At the time of hearing this Application the Respondent had moved out of the dwelling house. Therefore, the relief of vacating the house was not an issue. The Respondent in her oral submission agreed that she was a tenant of the Applicant, but denied ever owing K 11, 000, but only K 3, 000.

The Respondent further denied having caused any damage to the house resulting in the K 1, 200.00 bill the Applicant was demanding. The

Respondent's evidence was that she owed the Applicant K 6, 000 and paid K 3, 000 towards the same on 3rd December, leaving a balance of K 3, 000.00.

From the exhibit "RBM/a" there is evidence the Respondent paid K 3, 000 on 3rd November, 2016 from an outstanding K 9, 000.00, leaving a balance of K 6, 000.00 to the Applicant and same was to be paid by 9th November, 2016. This piece of evidence was not challenged.

The Court has found that the K 6, 000 remains unpaid as no evidence was adduced to support any suggestion that the same was paid.

I further find that the Rentals for the month of November and December 2016 were also not paid amounting to K 5, 000.00. Thus, bringing the total money owed to K 11, 000.00.

In the circumstances, I find that the applicant has duly proved his claim of K 11, 000 as being outstanding rentals for the period ending December, 2016, plus K 500.00 damages caused to the flat.

The parties have not provided further information as to the exact date the Respondent vacated the house, thus, I will therefore allow the full claim of K 2, 500.00 per month for November and December, 2016 in addition to the balance of K 6, 000.00 that was outstanding. The Applicant has not

provided proof of the damage caused to the house other than mentioning the items said to have been damaged. I will accordingly award him normal damages in the sum of K 500.00. Judgment is therefore entered for the Applicant in the sum of K 11, 000, plus K 500.00 the same is to be paid within 60 days from date of this Judgment, failure to which the Applicant will be at liberty to execute.

I also award the Applicant the costs of this action. Said costs to be taxed if not agreed.

Delivered in Chambers, at Lusaka this day of January, 2017



**Mathew L. Zulu
HIGH COURT JUDGE**