

IN THE MAGISTRATES' COURT OF ABIA STATE OF NIGERIA.
IN THE SMALL CLAIMS COURT, ABA ZONE.
BEFORE HIS WORSHIP, U. J. YOUNG-DANIEL (ESQ) CHIEF MAG. GRD 1.
THIS 16TH DAY OF JULY 2025.

SCC/AB/436/25

BETWEEN:

MRS IRENE OBIDIYA CHICHEBEM ----- CLAIMANT

AND

MR. EMEKA UWA UDE ----- DEFENDANT

Claimant Present.

Defendant Absent.

Appearances: C. E. Eleke Esq appears for the Claimant.

No representation for the Defendant.

JUDGMENT.

Claimant by her Letter of Demand claims the sum of ₦880,000.00 (Eight Hundred and Eighty Thousand Naira) being money paid to the Defendant for House Rent, Caution Fee, Tenancy Agreement and Agent Fee as it is stated in the Letter of Demand. Defendant filed a Defence to the effect that the Claimant is his tenant and packed into the property sometime in November, 2024 and three months later started to pressure him to refund her rent on the reason of epileptic power supply. Then told the Claimant to pack out and then provide account number to send her money and she refused and sued me. He has paid the Claimant the sum of ₦150,000.00 (One Hundred and Fifty Thousand Naira) being balance of her rent and asked this Court to Order the Claimant to vacate the premise forthwith as it is stated and contained in the Defendant Defence of *Form SCA 5*. However, in proof of this Claim, Claimant testified that the Defendant did not comply with the reason she had packed into the premise. Claimant testified that the toilet bowl and operations were faulty and not flushing, the sitting room leaks water at rainfall. Rain water drips or leaks through the electric bulb. Also that there is no power or electricity supply and no safety locks on all the premise doors and at

these circumstances, she called the attention of the Defendant to refund her all the money spent in securing the accommodation on the ground that she cannot cope with the circumstance most especially lack of running water. Claimant further testified that the rent sum per month is ₦50,000.00 (Fifty Thousand Naira) amounting to the annual rent sum of ₦600,000.00 (Six Hundred Thousand Naira). Also that she paid Caution Fee of the sum of ₦100,000.00 (One Hundred Thousand Naira) and the sum of ₦80,000.00 (Eighty Thousand Naira) Agency Fee, and the sum of ₦100,000.00 (One Hundred Thousand Naira) Agreement Fee. Nevertheless, Claimant further testified that the Defendant after the service on him of the Writ of Summons in respect to the Claim, paid her the sum of ₦150,000.00 (One Hundred and Fifty Thousand Naira). Claimant tendered *Exhibits A, B* a Letter dated the 11th day of April, 2025 and the transfer receipt of the sum of ₦150,000.00 by the Defendant respectively. Claimant was cross examined to the fact that from the month of November, 2024 to the month of July, 2025 is nine months and the Claimant responded affirmatively. When cross examined to the fact that she was issued a Tenancy Agreement, Claimant stated it is fact, however, she did not sign it, the reason was that what is contained in the Tenancy Agreement did not reflect the terms and conditions as agreed by parties and then that there was the issue of a receipt issued her to the effect of the sum of ₦600,000.00 which sum she stated in her cross examination did not reflect all the sums she had paid the Defendant, however, she stated was told that the receipt is temporal and would be issued a permanent receipt and uptill moment there is no such permanent receipt issued her. Claimant in her further cross examination admitted that she is still living in the premise and then did not agree to the fact she paid the sum of ₦800,000.00 through her inlaw rather stated that she paid directly to the Defendant account by POS (Point of Sale) of the sum of ₦880,000.00 (Eight Hundred and Eighty Thousand Naira). When cross examined as to the essence of a Caution Fee, Claimant responded that it is to the effect that Caution Fee is refunded where there is no damage in the premise. Also, when cross examined as to the rent cost for three months, Claimant testified to the sum of ₦150,000.00 (One Hundred and Fifty Thousand Naira). Nevertheless, Claimant further responded that she had moved into the premise on the 2nd day of December, 2024. In a further cross examination to the effect that the Defendant had told her to vacate the premise when Claimant was complaining of the circumstance of the premise and requested for a

refund and receive the refund, Claimant responded that there was no such fact from the Defendant asking her to vacate and receive a refund, rather, Defendant was pleading with her to stay while he adjust the amenities lacking and that the amenities are not still provided uptill moment she testified and concluded her proof of Claim. Defendant Attorney of Onyekachi Kalu testified that when the Claimant packed into the property, there was running water and electricity. However, there was a temporal power cut off in the neighborhood street at that time and in that circumstance, Claimant was furious whereupon she testified that her mother told the Claimant that she should be patience because they are not Electricity Power Authority. Defendant Attorney further testified that electricity was restored. Nevertheless, she testified that there was a total power outage in the community wherein the property situate, early this year and uptill present, there is no electricity power in the property and at this development, Claimant asked for a refund of her paid rent because Claimant said she cannot cope without electricity and to that Claimant request, his brother/Defendant refunded the Claimant the sum of ₦150,000.00 (One Hundred and Fifty Thousand Naira) rent fee for the three months rent outstanding to exhaust since the Claimant is still living in the premise and concluded her evidence in chief and was cross examined among other facts to the effect that the Claimant packed into the premise in the month of December, 2024 which fact Defendant Attorney acknowledged is a fact. Defendant Attorney also acknowledged the fact that there was no electricity/power when the Claimant packed into the premise, however, further responded that there was no power everywhere in the community but that later, power was restored. On further cross examination to the fact that it is only the Defendant Attorney's flat in all the flats of the property that does not pay electricity bill because they refused to pay electricity bill, hence all the flats in the property are disconnected from power supply and not that all other properties in the community have no electricity, Defendant Attorney responded that it is not a fact rather that the property is connected to Line 11 at the moment all properties in the community connected to Line 11 are disconnected from power supply including the property. Defendant Attorney also admits in her further cross examination that the Claimant hires a generator to pump water to her flat every week, however, further stated that Claimant pumps water if there is no power but at the moment, there is no power supply to the property. Defendant Attorney also admitted in her further cross

examination to the fact that everywhere in the Claimant flat were leaking water, however stated that the Defendant made effort to fix same up to two times but surprised that the Claimant is still complaining that the flat is still leaking water when rain falls. When further cross examined to the fact that all the doors to the flat have no keys and lock, Defendant Attorney responded that it is only the front door lock that is bad and then that it was the agreement between the Defendant and the Claimant, that the Claimant do the repair of the key and lock of the front door if the Claimant likes it before packing into the flat. Nevertheless, Defendant Attorney in her further cross examination stated that it was promised or agreed that the Defendant rectify the issues of plumbing, leaking of water, electrical wiring of the flat and not aware of the agreement to fix the kitchen, rooms and outside front door and back door keys and locks. Defendant Attorney in her further cross examination responded and stated that she is not aware that the three toilet sittings are not in good condition, and that one of the toilet bowl sittings spills out water to the floor after a flush and then another spill its feecal content when flushed and the circumstance has remained so uptill moment. When cross examined to the fact that the Claimant paid rent sum of ₦600,000.00 per annum and then that in view of all the non availability of the basic amenities in the flat, Claimant had requested for a refund of her rent fee in the month of April, 2025 and the Defendant did not make the refund at that time, and Defendant Attorney responded and stated that the Defendant/brother on the Claimant request for a refund called her on phone and asked her to vacate the flat and get a refund and the Claimant refused to vacate. Also Defendant Attorney further responded that she and her mother approached the Claimant pleading with her to vacate and she will be refunded and if she were not refunded, let the Claimant arrest the Defendant Attorney to that effect, however, Claimant refused to vacate. Nevertheless, Defendant Attorney admitted that when she and her mother went to the Claimant pleading with her to vacate that she will be refunded, the Claimant told them that she would need the refund to seek for another accommodation, however, Defendant Attorney further stated that the Defendant/brother refused on the basis or reason that the Claimant was still occupying the premise and cannot ask for a refund. Defendant Attorney tendered the transaction receipt of payment of the sum of ₦800,000.00 (Eight Hundred Thousand Naira) by the Claimant inlaw and not the Claimant as alleged by the Claimant in her testimony and cross examination to the

effect that she was the person that made a transfer of the payment of the sum of ₦880,000.00 (Eight Hundred and Eighty Thousand Naira) paid to the Defendant and not the sum of ₦800,000.00 (Eight Hundred Thousand Naira) and same not paid by her inlaw and same is marked *Exhibit C* and thus concluded the Defendant Defence and indeed the issues of this Claim as presented by parties. This Court is not in difficulty to understand the issues of this Claim. Indeed Claimant is claiming the sum of ₦880,000.00 of House Rent ₦600,000.00 at the rent sum of ₦50,000.00 per month, Caution Fee of ₦100,000.00, ₦80,000.00 Agency Fee, ₦100,000.00 Tenancy Agreement Fee. It is a fact before this Court as testified by the Claimant that she is asking or demanding a refund of the said sum on the basis that the accommodation was not or did not meet up with terms and conditions as was contained in a Tenancy Agreement between her and the Defendant which Tenancy Agreement, Claimant testified she did not sign because the accommodation did not comply with the terms of the Tenancy Agreement. It is a fact that the Claimant testified and maintained in her cross examination that there was no power supply at the time of taking possession of the flat, no water supply and that even till moment, Claimant hires a generator to pump water to the flat, the three toilet sittings/bowls were not flushing well to the extent that one of them does not flush excreta, rather pushes excreta up and another spills water on the floor when flushed. Also, there is no lock and key on all the doors in the flat and entrance doors and then that water leaks everywhere in the flat and in a particular circumstance through electric wiring of the flat. It is also a fact that all the aforesaid deficiencies of the flat are in the knowing of both the Defendant, Defendant Attorney and Defendant mother. Wherein Defendant Attorney testified that efforts were made to rectified the complained deficiencies by the Defendant, however, it is clear and obvious to parties that same has not been rectified, hence this Claim for the refund of the rent and all other fees paid to that effect by the Claimant. It is also a fact of *Exhibit B* of a refund of the sum of ₦150,000.00 of the three months alleging outstanding yet to exhaust of the months of July, August and September. However, it is the testimony of the Claimant that she took possession of the flat on the 2nd day of December, 2024 at the instance of the Defendant so as to put the flat in a tenantable state which by the forestated complaints of the Claimant, lacking in the flat and the Defendant Attorney admitting or corroborating to that effect in that circumstance. Claimant tenancy ought to expire in the month of November, 2025

being a rent payment only for one year. In the circumstance, the refund of the sum of ₦150,000.00 cannot take care of the remaining months unexhausted and so not the proper refund of rent to the Claimant assuming this Court decides or of the view that the Claimant is only entitled to be refunded the balance of rent for the months unexhausted. Nevertheless, this Court considering the foregoing issues and circumstances, states that since the Defendant Attorney had admitted in her cross examination to the fact that there was no electricity supply or power in the premise before the Claimant took possession of the flat, though Defendant Attorney testified that the situation was not only in respect of the property subject matter of this Claim but applies to other properties in the community wherein situate the property, this Court states that the Defendant ought to have at the beginning of the negotiation for the accommodation informed the Claimant about the deficiencies of lack of electricity supply, running water and the bad state of the fixtures of the flat and since there is no evidence to that fact of a prior information to the Claimant either by the Defendant or Defendant Attorney to that effect, this Court states that the accommodation issue leading to this Claim is a sham and cannot be encouraged in that respect. In the circumstance, this Court states that the accommodation or premise was bad right from the start and that the Defendant was all fully aware of the circumstance contrary to the Terms and conditions of the Tenancy Agreement. Therefore, Claimant not been informed about the inadequacies of the flat as complained by the Claimant and confirmed was the circumstance by the Defendant Attorney before she packed into the flat amounts to a breach of the Terms and Conditions of the Tenancy hence it was proper that the Claimant did not sign same and asked for a refund. This Court states that the accommodation lacking proper amenities as Claimant complained and testified and corroborated by the Defendant Attorney to that effect in that circumstance is merely a roof over the head of the Claimant and nothing more because such state of the accommodation cannot be considered as a proper accommodation moreso considering the cost of the accommodation per month of ₦50,000.00 and ₦600,000.00 per annum. Therefore, this Court states that the accommodation is a complete sham and completely falls short of a desirable place of abode how much more the cost of the accommodation aforestated. This Court further states that it is inconsequential that the Claimant did not vacate the premise uptill the moment on the basis that the accommodation is a sham as same terribly falls short

of what it ought to be at its cost. This Court states further, that the proper thing to do by the Defendant was to make an immediate refund and where the Defendant did not vacate after the refund, can make a Claim to the effect and not the other way round as is the circumstance presently before this Court. This Court further states that it was unfair considering the high level of deficiencies of the accommodation that the Defendant mother had told the Claimant that she is not a power authority in respect to the Claimant complain of non availability of power supply when there was nothing before this Court to the effect that the Claimant was informed before she took possession of the flat that such high level deficiencies were the circumstance with the accommodation. This Court would have considered the issues of this Claim different if the Claimant was aware of these deficiencies, however, took possession anyways. There is no such fact to that effect before this Court. Also it is a corroborative fact by the Defendant Attorney that the Claimant pump water with a hired generator which this Court considers is an additional expenses unexpected or anticipated by the Claimant hence this Court states that the Claimant would be entitled to a complete sum of the rent regardless of the fact that she has been in the accommodation for 8 months considering the fact that she took possession of the flat on the 2nd day of December, 2024. This Court states it is the uptenth time that it is not of the Claimant to vacate and then be refunded, rather Claimant ought to be refunded and then she vacates considering the circumstances of this Claim. In order words, this Court states that though the Claimant is in the accommodation however, same falls short greatly to the Terms and Conditions of the Tenancy as such there was no effective tenancy to that effect, hence Claimant in all fairness is entitled to a full refund of the fees paid thereto as this Court considers it that there was no effective accommodation provided to the Claimant in line with the Terms and Conditions thereto between parties.

In the circumstance, this Court Orders that the Defendant forthwith make a refund of the sum of ₦600,000.00 (Six Hundred Thousand Naira) of the rent fee per annum; refund of the sum of ₦100,000.00 (One Hundred Thousand Naira) Tenancy Agreement Fee as such did not exist between parties; refund the sum of Caution Fee of ₦100,000.00 (One Hundred Thousand Naira) as the accommodation upon which same is paid is a sham. However, the sum of ₦80,000.00 (Eighty Thousand Naira) of Agency Fee is a non-refundable fee and same is excluded in that respect. In the circumstance, Defendant is Ordered to forthwith refund to the Claimant the sum of

₦800,000.00 (Eight Hundred Thousand Naira) minus ₦150,000.00 (One Hundred and Fifty Thousand Naira) already refunded to the Claimant.

This cost of this Claim is assessed at ₦20,000.00 (Twenty Thousand Naira).



U. J. YOUNG-DANIEL (ESQ)
CHIEF MAG. GRD 1.
16/07/25.

NWANOSIKE PATRICK C.
Head Registrar
SCC Aba Zone