

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**  
**THE HON'BLE MR. JUSTICE KWEK MEAN LUCK**

**SUIT NO. 943 OF 2019**

13.05.2022

Hsu Hsueh Hui (alias Jenny Hsu)

*... Petitioner*

**v.**

Foong Yook Kooi & Ors.

*... Respondents*

**FACTS.** The plaintiff rented a studio unit from the defendants under a tenancy beginning 18 July 2018, paying a security deposit and monthly rent. Relations deteriorated as the plaintiff sought to use the security deposit to cover final rental payments. The defendants served notices alleging breaches, and on 22 May 2019 the plaintiff claimed she was locked out when the door code was changed and her belongings remained inside. The police were called, and the plaintiff contended forced eviction and later referenced health issues stemming from the episode. The defendants maintained that the plaintiff voluntarily surrendered the keys, that no access code was altered, and that the premises were vacant. The dispute moved from initial notices and potential Small Claims Tribunals proceedings to the High Court of Singapore, with liability and damages addressed in separate stages.

**PRAYER.**

**ISSUES OF LAW.**

Whether the tenancy was wrongfully terminated; whether the plaintiff was unlawfully evicted or voluntarily surrendered possession; whether the plaintiff's belongings were wrongfully detained; whether the security deposit could lawfully offset final rent; whether the defendants' actions amounted to a breach of the tenancy agreement.

**SUMMARY.** The dispute arose from a tenancy agreement for a studio unit. The plaintiff claimed she was locked out and that her belongings remained inside, alleging wrongful eviction and detention of property. The defendants argued she voluntarily relinquished the unit and that no codes were changed. The court found that she had vacated the premises on her own accord, negating her wrongful eviction claim, but required the defendants to return her security deposit as they lacked grounds to retain it.

**HELD.** The court rejected the plaintiff's claims of wrongful eviction and detention, concluding that she voluntarily surrendered possession of the property. However, the defendants had to return the security deposit because no valid basis existed for withholding it.

**FINAL STATUS.** Disposed with partial relief.

#### **CASES REFERRED**

Hsu Hsueh Hui v Foong Yook Kooi [2022] SGHC 108

Tan Soo Leng David v Lim Thian Chai Charles and another [1998] 1 SLR(R) 880 at [15]

The 'Posidon' and another matter [2018] 3 SLR 372

#### **COUNSELS**

**Judgment Reserved on 13.05.2022 and Pronounced on**