

I have carefully perused the record. I observe that Mr. Mumbia holding brief for M/s S W Ndegwa & Co. Advocates, on 21st February, 2012 informed the court that the issue of repairs of the relevant premises which was the issue then outstanding, could be the only subject for written submission from both parties so that the court could make a decision on it. On that basis the court ordered the parties to file and serve written submissions together with evidence affidavits within 14 days, one after the other. On 29th March, 2012 the Defendant was given further time of 14 days. On 7th May, 2012 Defendant was given more 7 days and the court fixed the suit for a final ruling or judgment on 18th July, 2012. However, the file was placed before this court on 8th March, 2013 because Khaminwa, J who would have written the judgment was for known reasons, not available.

This court as well, gave the Defendant 21 days to file the required written submissions. By 8th May, 2013 the Defendant had not once more and as before, complied with the court order of 15th April, 2013. Hence, it fixed the matter for a judgment on 4th November, 2013. Clearly, the Defendant is not interested in defending to any extent, the remaining claim.

The Plaintiff claimed the tenancy premises repair cost amounting to Kshs.2,850,000/-. As a tenant the Defendant was supposed to repair the premises before handing over the premises to the Landlord at the end of the written tenancy period. The fact that the Defendant defected from the premises without notice did not change the condition above which was part of the Tenancy agreement.

The court observes that the plaintiff/Landlord notified the Defendant/Tenant of the assessed cost of repairs required to return the premises to its original state as far as that could be done. Silence and non-co-operation from the defendant pushed the Plaintiff to carry out the repairs before a greater loss could be incurred.

I have examined the relevant documents showing how the sum of Ksh.2,850,000/- arose. They include Assessment Report, demand letters, invoices, receipts e.t.c., mainly from M/s Petcol General Services who carried out the repairs in October and November, 2008. The documents are in this file and were referred to by the Plaintiff in its document. I am satisfied that the Plaintiff has proved his undenied and undefended claim on the balance of probabilities.

In the result, I award the Plaintiff the sum of Ksh.2,850,000/- with costs and court interest from the date the claim was filed in court. Orders accordingly.

Dated and delivered at Nairobi this 6th day of November, 2013.

.....

D A ONYANCHA

JUDGE