

**KATHERINE Y.W. OR AND COMPANY:
CORPORATE LANDLORD BRINGS UP THE BIG GUNS**

It is not very often that a corporate landlord would engage a high-priced barrister of the Hongkong Special Administrative Region (HKSAR) of the People's Republic of China (PRC) in order to settle the matter of alleged unpaid rent in respect of a residential unit, but that is, exactly, what has happened in the case of Jennet Development Ltd v. Katherine Y.W. Or and Company ().

Jennet Development Ltd has engaged the services of Mr C.Y. Li as Counsel to take on the might of Ms Katherine Or, Solicitor of the HKSAR High Court, her full name, being Or Yuk Wah ().

According to HKSAR Action, Number 2056, the Statement of Claim, attached to the Writ of Summons, it is alleged that the Plaintiff (Jennet Development Ltd) entered into '*a Tenancy Agreement dated 10th August 2006 made between the Plaintiff as landlord of one part and the Defendant (Katherine Y.W. Or and Company) as tenant of the other part ... to let ... for a term of 2 years commencing from 1st September 2006 at a monthly rental of HK\$100,000.00 (inclusive of the management fee, government rates and rent) on those terms and conditions as stipulated therein.*'

The property that was leased to Katherine Y.W. Or and Company was:

Unit Number 2,
First Floor,
Peak Gardens,
Number 20, Mount Austin Road,
The Peak,
Hongkong Island.

Paragraph 8 of the Statement of Claim alleges:

'Wrongfully and in breach of the Tenancy Agreement,

- (a) starting from a letter dated 10th April 2007 from Or (Katherine Or Yuk Wah) to the Plaintiff, the Defendant had by Or or the Defendant and the Defendant's solicitors, Messrs. Michael Cheuk Wong & Kee and later Messrs. C.L. Chow & Mackison Chan ("CLC") made various unfounded allegations on non-disclosure and misrepresentation as well as alleged breach of covenant of quiet enjoyment on the part of the Plaintiff;*
- (b) the Defendant has failed and/or refused to pay to the Plaintiff the rent since July 2007 despite demands made by the Plaintiff's Solicitors, Messrs. Haldanes ("Haldanes");*
- (c) the Defendant commenced District Court Action No. 3278 of 2007 against the Plaintiff in which the Defendant seeks a declaration that the Tenancy Agreement be rescinded on the ground of misrepresentation and concealment of material fact by the Defendant.'*

Paragraph 10 of the Statement of Claim alleges that, as at September 13, 2007, the Defendant owed to the Plaintiff the sum of \$HK42,739.72, being arrears of rent.

It is further alleged that Jennet Development Ltd, via its solicitors, '*asked the Defendant to deliver up vacant possession of the Premises on or before 23rd September 2007*', but '*the Defendant failed or refused and still fails or refuses to deliver up vacant possession of the Premises.*'

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