

**IN THE HIGH COURT OF SOLOMON ISLANDS**  
**Civil Jurisdiction**

**CIVIL CASE NO 125 of 2022**

**BETWEEN: SOLOMON ISLANDS NATIONAL  
UNIVERSITY**

**CLAIMANT**

**AND: JOHN KEA**

**DEFENDANT**

**Hearing:** 5 July 2022

**Decision:** 8 July 2022

Mr A Radclyffe for the Claimant

Mr G Muaki for the Defendant

**Lawry PJ**

**RULING ON APPLICATION FOR SUMMARY JUDGMENT**

1. The Defendant was contracted to the Claimant on a fixed term contract that expired on 31 July 2021. He was provided with accommodation in a house owned by the Claimant while contracted to the Claimant.
2. After his contract expired he did not vacate the house. A letter dated 15 September 2021 was served on him giving him 14 days to vacate the property. He did not do so. The Claimant gave him a further letter to vacate dated 12 January 2022. He and his family continued to occupy the property. The Claimant has brought a claim for immediate possession of the house, damages for trespass, interest and costs.

3. The Defendant has filed a defence and counterclaim. He does not dispute that he was engaged on a fixed term contract that expired as alleged. He claims however that he has not been paid a gratuity for 2021, nor his final salary nor the repatriation costs and expenses to his home village. The Defendant claims the Claimant did not pay dues owing to him when his contract expired on 31 July 2021.
4. The Defendant further claims that the Claimant did not undertake an annual appraisal of the Defendant in 2020. He claims that the Claimant did not have a policy on relocation and passage allowances and that he applied for a position described as his 'contracted position'.
5. The Claimant has applied for summary judgment of the claim relying on rule 9.57 of the Solomon Islands Courts (Civil Procedure) Rules 2007 ["the Rules"]. A claimant may apply for summary judgment if he or she believes the defendant does not have any prospect of defending the claim.
6. The application has been brought on the basis of an arrangement made with counsel that other cases where the Claimant has brought similar claims and the defendants are represented by the same law firm as the Defendant. Counsel for the Defendant has confirmed that the defendants in those cases have all agreed that they will be bound by the decision in the present case. Those cases are numbered cc 18 of 2021, cc 23 of 2022, cc 117 of 2022, 119 of 2022, cc 121 of 2022, cc 122 of 2022, cc 123 of 2022, cc 124 of 2022, cc 126 of 2022 and 189 of 2022.
7. The difference between the present case and those are noted as follows:
  - a. The defendant in cc 18 of 2021 has now vacated the premises he occupied;
  - b. The defendant in cc 189 of 2022 was not contracted to the University but resided in the house occupied by her as a result of her husband's contract with the Claimant. He died on 26 February 2021. She was served with notices to vacate by letters dated 20 July 2021, 26 August 2021, 21 October 2021 and 12 January 2021.
  - c. The remaining defendants have been paid repatriation costs but claim the Claimant owes them money.

8. The issue then is whether the Defendant has the right to continue to occupy the house owned by the Claimant provided as a result of his contract after the expiration of his contract.
9. Whether the Defendant is successful or not in his counterclaim against the Claimant is not known at present. That must be a completely different issue from whether he has the right to occupy the house after the expiry of the contract. The argument that the Defendant should be able to occupy the house because of a claim that the Claimant owed money to the Defendant could not possibly succeed. The right to occupy was limited to the period during which the Defendant was contracted to the Claimant. The Defendant is not prevented from bring a counterclaim against the Claimant but the Claimant is under no obligation to continue to provide accommodation once the contract came to an end.
10. The Claimant is entitled to possession of the house to do with it as the Claimant determines and the Defendant is equally entitled to bring a Claim against the Claimant. However, that does not entitle the Defendant to occupy the property beyond the expiration of the contract. Had the house been owned by a different landlord and the Claimant paid the rent for the Defendant during the contract the Claimant would have been under no obligation to continue to pay rent after the contract expired. As the Claimant is the landlord as well as the organisation to which the Defendant was contracted makes no difference to that situation. The right to occupy ceased on the expiration of the contract.
11. It follows that judgment on the claim will be entered for the Claimant. The Defendant is at liberty to pursue the counterclaim.
12. As some of the properties referred to in paragraph 6 above are planned to be demolished in order that accommodation can be erected for the 2023 South Pacific Games, the application was heard at relatively short notice. As a result, the Court benefitted from counsel agreeing on the facts relevant to the application which included that there is no dispute that the Defendant was contracted to the complainant and that the contract had expired and the Defendant had not vacated the property as required. Accordingly, in

accordance with rule 1.14 the Court determines it is in the interests of justice to dispense with compliance with rule 9.59 of the Rules.

### Orders

1. The Court dispenses with compliance with Rule 9.59 of the Rules.
2. The Defendant is to provide possession of the house occupied by the Defendant and owned by the Claimant within 7 days of this order.
3. The Defendant is to pay damages to the Claimant being the market rent for the property occupied from 14 days after the notice to vacate was served on him until the date of vacating the property. If that sum is not agreed, it is to be assessed.
4. The Defendant is to pay interest on the damages at the rate of 5% per annum.
5. The Defendant is to pay the Claimant's costs on the standard basis.

By the Court



Justice Lawry  
Pusine Judge