

## Handling Roommate Troubles: A Brief Legal Guide\*

### I. Introduction

1 After a long day at work or school, we all want to retreat to a peaceful environment where we can truly relax. But a difficult roommate that you share an apartment with can get in the way of that. A roommate who leaves his dishes undone and rubbish uncleared is trouble enough, but what about one who secretly uses your clothes, takes your shampoo, and steals your things? Read on to find answers to the following questions:

- (a) Can I charge my roommate with a crime?
- (b) Can I sue my roommate?
- (c) How do I get my roommate out of my apartment?

### II. Discussion

#### A. *Can I charge my roommate with a crime?*

2 Take stock of the things your roommate has taken from you. If the items taken are of low value, filing a police report for theft may not be worth the effort. Although the initial report can be filed conveniently online,<sup>1</sup> you could later be called in for a police interview which might be time consuming. However, if your roommate has stolen valuables like jewellery or expensive clothing, then you will probably want to file a police report.

3 Before filing, be sure that it is your roommate who has stolen the items. Does anyone else have access to your apartment? If you are sure, try approaching your roommate calmly to sort out the issue. If your roommate denies that she has taken anything, then you should file a police report. After investigations take place, your roommate may be charged in court for committing theft if there is enough evidence to prove that she has committed the crime.<sup>2</sup>

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<sup>1</sup> Singapore Police Force website <<https://eservices.police.gov.sg/content/policehubhome/homepage/police-report.html>> (accessed 17 May 2021).

<sup>2</sup> See Attorney-General's Chambers website <[http://www.ifaq.gov.sg/agc/apps/fcd\\_faqmain.aspx?qt=hRhkP9BzcBImsx2TBssMsxu7lqt6UJK70a1wAEVmyegZvLqpldSXEv9s1Sp%2FhPxkiA7vJqiERTx7EgNQvI6eQhHGaWZ9ZSkcrntCUljO3oUHQKOGOVDKCGyRRRKFm9zOuz1rrlOdlqS9TzYW074yfg3IKMSrUsWIcxMKv5tm8IHXeLZ7ozsdTvPDcu2Htohmmixjxac6IT5U%2FJ730FkX1yCh3bq%2FEazxsRWjzPKXU8%3D#FAQ\\_1111131](http://www.ifaq.gov.sg/agc/apps/fcd_faqmain.aspx?qt=hRhkP9BzcBImsx2TBssMsxu7lqt6UJK70a1wAEVmyegZvLqpldSXEv9s1Sp%2FhPxkiA7vJqiERTx7EgNQvI6eQhHGaWZ9ZSkcrntCUljO3oUHQKOGOVDKCGyRRRKFm9zOuz1rrlOdlqS9TzYW074yfg3IKMSrUsWIcxMKv5tm8IHXeLZ7ozsdTvPDcu2Htohmmixjxac6IT5U%2FJ730FkX1yCh3bq%2FEazxsRWjzPKXU8%3D#FAQ_1111131)> (accessed 17 May 2021).

4 It may be helpful to know that in the case of *Public Prosecutor v Liu Min*, the accused was convicted of committing “theft in a dwelling-house”<sup>3</sup> for stealing jewellery worth S\$1,000 from her roommate.<sup>4</sup> The accused was sentenced to one month’s imprisonment.<sup>5</sup>

5 You could highlight this case to your roommate. A potential imprisonment sentence might deter her from further stealing. But do note that doing so may heighten any tensions in the relationship.

**B. *Can I sue my Roommate?***

6 Aside from filing a police report for theft, you could personally commence a civil action against (i.e. sue) your roommate for committing “trespass against goods”. To do so, you will need to prove to the court that your roommate deliberately took, used *or* damaged your belongings without your permission.<sup>6</sup> Proving damage is not necessary – your roommate has likely committed “trespass against goods” if she uses your clothes without your permission, even if she returns them in perfect condition.<sup>7</sup>

7 As for your roommate going through your personal drawers, there is no express legal right to privacy under Singapore’s Constitution.<sup>8</sup> But you may be able to sue your roommate for “trespass to land” if you can prove that she entered your room without your permission.<sup>9</sup> If you sue for “trespass to land”, your roommate may defend herself in court by saying that she had permission as a tenant to enter your room.<sup>10</sup> You can try to rebut this by arguing that your roommate exceeded the scope of the permission given to enter only her own room and any common areas.<sup>11</sup>

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<sup>3</sup> Penal Code (Cap 224, 2008 Rev Ed), s 380.

<sup>4</sup> *PP v Goh Poh Keng* [2015] SGDC 294 at [40].

<sup>5</sup> *Ibid.*

<sup>6</sup> Lee Pey Woan, “Interference with Goods”, in *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) ch 11 at para 11.068 (“**Interference with Goods**”).

<sup>7</sup> *Id.*, at para 11.070.

<sup>8</sup> Gary Chan Kok Yew, “Protection of Privacy Interests in Tort”, in *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) ch 16 at [16.011].

<sup>9</sup> Gary Chan Kok Yew, “Interference with Land”, in *The Law of Torts in Singapore* (Academy Publishing, 2nd Ed, 2016) ch 10 at [10.005] (“**Interference with Land**”).

<sup>10</sup> *Id.*, at [10.019].

<sup>11</sup> *Ibid.*

8 If you succeed in the suit for “trespass against goods” or “trespass to land”, the court may grant (i) monetary compensation for the unauthorised use of your belongings<sup>12</sup> and/or (ii) an injunction ordering your roommate not to enter your room.<sup>13</sup>

9 These redresses may sound attractive, but remember that you will have to bear the cost of commencing the suit and the courts may not agree with you. As such, a lawsuit is rarely resorted to in such situations. It may therefore be wiser to just file a police report for theft. In the meantime, keep your personal items under lock and key. You may even want to invest in a safe to store your valuables.

**C. *How do I get my Roommate out of my Apartment?***

10 In the long run, you are better off without a roommate whom you cannot trust. From here on, the information given is based on the assumption that you are the owner of the apartment and that you have rented out a room to your roommate.<sup>14</sup> If you are not the owner of the apartment, you will need to ask for your landlord’s help in carrying out the steps below. If your landlord is uncooperative, perhaps you should start thinking about moving out yourself.

11 As owner and landlord, to terminate your roommate’s lease, you need to look at the rental agreement that you and your roommate signed:

- (a) Your agreement is a fixed-term lease if the start and end dates have been agreed upon.<sup>15</sup> For example, a fixed-term lease might state that the duration of the lease is for one year beginning 15 January 2019.<sup>16</sup> This lease will continue until 15 January 2020 unless your agreement specifies that the lease is terminable at an earlier time.<sup>17</sup> To terminate a fixed-term lease, check whether your agreement contains a clause that allows you to terminate early.<sup>18</sup> Be sure to comply strictly with the requirements of the early-termination clause.

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<sup>12</sup> Interference with Goods, *supra* n 6, at [11.071].

<sup>13</sup> Interference with Land, *supra* n 9, at [10.029].

<sup>14</sup> Alvin See, Yip Man & Goh Yihan, *Property and Trust Law in Singapore* (Kluwer Law International B.V., 2019) at paras 329 and 364 (“**Property and Trust Law in SG**”).

<sup>15</sup> *Id.*, at [331].

<sup>16</sup> *Ibid.*

<sup>17</sup> *Ibid.*

<sup>18</sup> *Ibid.*

- (b) What should you do if your fixed-term lease has no early-termination clause? This depends on the time left on the lease. If there are only a few months left, you might choose to wait it out until the lease automatically expires.<sup>19</sup> But if there is a long period of time left, you might want to try bargaining with your roommate to see if she would be willing to move out before the lease expires.
- (c) Your agreement might instead be a monthly lease if it has no fixed end date and renews automatically every month until you or your roommate gives notice to terminate.<sup>20</sup> To terminate a monthly lease, you must give your roommate at least one-month's advance written notice.<sup>21</sup> For example, if your lease commenced on 15 January and you want to end the lease sometime in July, you must give your roommate notice by 14 June.<sup>22</sup> A notice given on 14 June will expire on 14 July, which will prevent the lease from renewing itself on 15 July.<sup>23</sup>
- (d) What happens if you have no written agreement at all? If your roommate pays you rent on a monthly basis, the arrangement will most likely be treated legally as a monthly lease.<sup>24</sup> As such, all you have to do is give your roommate one month's written notice before you can lawfully terminate the lease.<sup>25</sup>
- (e) You may be able to evict your roommate even sooner if she has breached a term in the agreement.<sup>26</sup> To do so, there must be a clause in the agreement that allows you to terminate the lease based on your roommate's breach.<sup>27</sup> As there are many legal requirements<sup>28</sup> to comply with when evicting a tenant, you should consult a lawyer if you are proceeding with this course of action.

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<sup>19</sup> *Id.*, at [404].

<sup>20</sup> *Id.*, at [332].

<sup>21</sup> *Id.*, at [405].

<sup>22</sup> *Ibid.*

<sup>23</sup> *Ibid.*

<sup>24</sup> *Id.*, at [335].

<sup>25</sup> *Id.*, at [405].

<sup>26</sup> *Id.*, at [441].

<sup>27</sup> *Ibid.*

<sup>28</sup> *Id.*, at [445].

### III. CONCLUSION

12 As discussed, whether you choose to file a police report for theft will depend on whether the items stolen are of enough value to justify the time and mental toll that a police investigation may take. You might also decide to commence a civil action against your roommate for “trespass against goods” or “trespass to land”. Clearly, the most effective route is the termination of your roommate’s lease. If you run into any complications when terminating the lease, it is recommended that you seek legal advice.

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