

Claimant furnished a lot of irrelevant information and nasty comments. We shall only respond to those we think relevant.

26.12.2017

Respondent believe the website wordings presented by Claimant now was not there at point of engagement. I am not aware of those terms. Tuition fees of Cheryl's tutors, including Claimant's, are always paid in cash after the last session of the month. We always pay promptly. Claimant provided services for several months. He could have complained payments were always late. But he didn't.

14, 16, 19, 26.4.2017

Noted evidence of fee receipt from other parents. Claimant never gave Respondent any receipts after he received the fees.

From our experience, tutors don't have a copy of the receipt if it is handwritten. Also, it does not require the parent to sign since it serve no purpose. Hence, we suspect receipts are not genuine (also see my 13.8.2018 comments).

The following observation can be made from Claimant's Exhibit C:

- Fees received cannot be reconciled to money deposited into the bank account
- Cheryl's fees are always paid at the last session of the month, consistent with what Respondent explained

8.5.2018

Cheryl's explanation on the content of the conversation is attached. Claimant agreed lesson can be cancelled. Otherwise, Cheryl would have proceeded with the lesson.

29.5.2018

Respondent received the message but did not respond because he was busy and was sure fees have been paid. Our feeling was that Claimant is unhappy his service was discontinued and is taking revengeful actions.

23.6.2018, 26.6.2018 and 27.6.2018

Respondent noted Claimant filed this matter with Small claim tribunal and thus responded accordingly.

Claimant's understanding of Respondent's SMS is incorrect. Respondent's reply meant to explain that Cheryl confirmed Respondent's understanding that the fees were paid. Perhaps the message could be better phrased.

See also 29.5.2018 comment

2.7.2018

Claimant has never given any acknowledgement of payment received.

Respondent was not aware of the purported terms, which could be added to the website after this dispute. Claimant also didn't communicate to Respondent during the period in which service was provided. In any case, there was no agreement between parties.

A \$50 goodwill settlement to avoid spending unnecessary time was turned down by Claimant.

6.8.2018

Noted Claimant's threat of reporting the matter to police.

Respondent's intent to represent her 14 year old daughter was that she has school on the consultation date.

13.8.2018

Respondent was upset with Claimant's admission in the "sequence of events" document that he thought all along the comments made through eNegotiation were from Cheryl Loh. Claimant must have thought the intimidation of a 14 year old girl by reporting her to the police on 6.8.2018 would get the job done.

As Cheryl Loh does not have a Singpass account, Respondent being a responsible parent, have to step in to respond.

Respondent's efforts to prevent Cheryl Loh for being involved is so that she can concentrate on her studies and not be affected by person of Claimant's dubious character.

During the consultation, Claimant explained to the Registrar no receipts were issued to those who paid in cash. However, Claimant's Exhibit C submitted on 3.9.2018 showed receipts with 2 students. So either Claimant lied or the receipts were fabricated. Either way, it showed Claimant is not a honest person.

Claimant misunderstood Respondent's comments. Respondent meant Claimant could have took the fees received and used it, i.e. not bank in. Buying groceries is just one possibility.

To reiterate observations from Exhibit C, fees received cannot be reconciled to money deposited into the bank account.