



UNITED NATIONS DISPUTE TRIBUNAL

Case No.: UNDT/GVA/2024/018

Judgment No.: UNDT/2025/072

Date: 1 October 2025

Original: English

Before: Judge Margaret Tibulya

Registry: Geneva

Registrar: Liliana López Bello

APPLICANT

v.

SECRETARY-GENERAL
OF THE UNITED NATIONS

JUDGMENT

Counsel for Applicant:

Sétondji Roland Adjovi, Études Vihodé Ltée
Anthony Kreil Wilson, Études Vihode Ltée

Counsel for Respondent:

Alister Cumming, UNICEF

Introduction

1. The Applicant, a former staff member with the United Nations Children's Fund ("UNICEF"), filed an application contesting the decision not to reimburse him the fee that his landlord charged him for breaking his lease ("the contested decision").

2. For the reasons stated below, the Tribunal dismisses the application.

Facts

3. The Applicant joined UNICEF on 12 April 2018 as a Fundraising Specialist at the P-4 level in Geneva, Switzerland. On 19 April 2022, he was reassigned to the P-4 position of Youth and Adolescent Development Manager in Khartoum, Sudan Country Office ("SCO").

4. On 14 June 2022, the Office of Internal Audit and Investigations ("OIAI") received a report of possible misconduct involving the Applicant.

5. On 1 September 2022, the Applicant was placed on special leave with full pay.

6. On 17 October 2022, OIAI informed the Applicant that it was investigating the allegations brought against him.

7. On 1 March 2023, the Applicant returned from special leave and was reassigned to the position of Social and Behaviour Change Manager in Private Fundraising and Partnerships in Geneva as a result of a separate issue that is being addressed in Case No. UNDT/GVA/2024/012 (Applicant).

8. Following the conclusion of the investigation and the disciplinary process, on 28 November 2023, the Applicant was informed of the decision to separate him from service for misconduct. The Applicant challenged this decision in a separate case before this Tribunal (Case No. UNDT/GVA/2024/005 (Applicant)).

9. On 15 December 2023, the Applicant wrote to UNICEF’s Global Shared Services Centre (“GSSC”) asking if UNICEF would reimburse him the additional fee that he would have to pay for breaking the lease of his apartment in Geneva as a result of his separation.

10. On 28 December 2023, the Applicant followed up on this issue and stated that since he had been in his apartment in Geneva for less than a year, he would have to pay an additional month’s fee amounting to CHF3,222, for breaking his lease.

11. On 2 January 2024, a Human Resource Officer in the GSSC informed the Applicant that “[they had] received a Policy reply regarding rental subsidy ... and that it [had] been confirmed that no rental subsidy payment [was] due beyond separation date”.

12. On 7 February 2024, the Applicant requested management evaluation of the contested decision.

13. By letter dated 6 March 2024, the Applicant was informed of the outcome of his request for management evaluation. The Deputy Executive Director of Management at UNICEF concluded that the contested decision was lawful.

14. On 25 May 2024, the Applicant filed the present application.

15. On 21 June 2024, the Respondent filed his reply.

16. By Order No. 97 (GVA/2024) of 23 August 2024, the Duty Judge instructed, *inter alia*, the Applicant to file a rejoinder, and the parties to explore resolving the dispute amicably.

17. On 6 September 2024, the Applicant filed a rejoinder.

18. On 29 April 2025, the Tribunal held a Case Management Discussion (“CMD”) with the parties in which several issues were discussed.

19. By Order No. 45 (GVA/2025) of 2 May 2025, the Applicant was, *inter alia*, granted anonymity and the parties were instructed to file their closing submissions by 16 May 2025, which they did.

Consideration

20. The sole issue in this case is whether the Applicant is entitled to be reimbursed for the money he paid for the lease break fee directly resulting from the termination decision.

21. The Respondent argues that the Staff Regulations and Rules, and DHR/PROCEDURE/2022/002 v. 24 July 2023 (UNICEF Procedure on Separation from Service), do not provide for reimbursement of the lease break fee to separating staff members, regardless of the circumstances of the staff member's separation.

22. The DHR/PROCEDURE/2022/002 provides in relevant part:

Benefits and entitlements upon separation – general

71. The following is a list of benefits and entitlements that are normally due to staff on separation, if eligible/applicable:

71.1. any unpaid salary and allowances;

71.2. accrued annual leave;

71.3. pension benefits, in accordance with the Regulations of the UN Joint Staff Pension Fund (UNJSPF);

71.4. after-service health insurance;

71.5. after-service life insurance;

71.6. any compensation payments due;

71.7. return travel for staff and family members;

71.8. transportation expenses of personal effects and household goods;

71.9. repatriation grant;

71.10. termination indemnity;

71.11. separation payment.

23. Further, the Respondent asserts that there may be remedies and relief to which a staff member is entitled as a consequence of an unlawful separation, but that would be adjudicated in proceedings challenging the lawfulness of the underlying separation.

24. Expressing similar views, the Applicant asserts that since the lease break fee was attributable solely to the Organization's unilateral decision to terminate his appointment, if the decision to terminate his appointment is ruled to be unlawful, the decision not to pay the lease break fee must also axiomatically be found to be unlawful. He therefore requested the Tribunal to join the two applications.

25. That there is no legal basis for the Applicant to be reimbursed for the lease break fee is common ground. The Applicant has not identified any legal provision to support his claim. Such reimbursement, therefore, may only be made upon determining that the separation decision was unlawful and as part of the remedies claimed in his appeal of that decision. Since the Tribunal has pronounced itself on the legality of the separation decision and has determined in its judgment UNDT/2025/071 that such a decision is lawful, it cannot, in these proceedings, award the Applicant the benefit he seeks. The Tribunal, therefore, finds no merit in this application.

26. Regarding the request for joining the two applications, the Tribunal recalls that this matter has already been dealt with in Order No. 43 (GVA/2025) issued in Case No. UNDT/GVA/2024/005, in which the request was denied. The matter is, therefore, *res judicata*.

Conclusion

27. In view of the foregoing, the Tribunal DECIDES to dismiss the application for lack of merit.

(Signed)

Judge Margaret Tibulya

Dated this 1st day of October 2025

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Entered in the Register on this 1st day of October 2025

(Signed)

Liliana López Bello, Registrar, Geneva