



## In the Consumer Claims Tribunal

Terence David & Margaret Veronica Roberts

vs

HPS Trading Ltd.

CCT 199/16 MS

3 rd April 2017

The Tribunal

Having seen the application filed on the 20th October 2016 whereby plaintiff requested compensation in the sum of €350.00, being the difference in electricity consumption between what she maintains is her ordinary consumption and that consumed after having used two infrared heaters purchased from defendant company.

Having seen the reply filed on the 17th November 2016, whereby defendant company refuted the claim and moreover insisted that he had never dealt with applicants personally and certainly never mentioned the matter of electricity consumption.

Having heard the evidence and seen the records of the case.

Considers

That on the 17th September 2015 applicants purchased two infrared heaters of 1,000 watts each from defendant company for the price of five hundred and fifty Euro (€550.00). These heaters were installed in plaintiff's residence and used for the first time in the Winter of 2015/ 2016. Plaintiffs are not claiming that there is any wrong with the heaters per se but that the electricity consumption is far too high and this contrary to what they expected and were advised, namely that the heaters were eco-friendly and energy saving.

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First of all plaintiffs did not mention who advised them as to the eco-friendly and energy saving features of the heaters in question. In their application they mention 'We had been informed that



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the units were eco-friendly, economical and saved energy ....' but failed to specify who gave them this information. Certainly it was not the representative of defendant company Peter Schulte who gave them this information. The latter testified on oath before the Tribunal that he was never introduced to plaintiffs and never spoke to them. In the absence of this information the Tribunal certainly cannot attribute any wrongdoing or misleading information on the part of defendant company.

As the Latin maxim goes 'Caveat emptor' - let the buyer beware. Plaintiffs should have done their homework properly and not relied on what third parties said about the performance of these heaters. This should have been done before purchase and not after. Plaintiffs filed a copy of an advertisement allegedly extracted from defendant company's website. (Doc A). This copy does not have any sort of logo or letter-head that identifies or associates it with defendant company. Moreover, there is no mention of energy consumption in this advertisement and plaintiffs were not entitled to assume anything on the basis of what third parties told them, if at all.

The electricity bills exhibited by plaintiffs although bearing the same address as plaintiffs show a different name and there is no evidence to suggest 1) that these bills were paid by plaintiffs and 2) were a direct consequence of excessive consumption by these heaters. Moreover, there is no evidence as to what other appliances were utilised in the household and how these could have affected, one way or another, the electricity consumption.

That ultimately, this Tribunal feels that the plaintiffs did not prove their case sufficiently and moreover can't find fault with defendant company. On the contrary, the Tribunal feels that the fault lies with plaintiffs who besides not taking reasonable care, are requesting money as compensation whilst not wishing to relinquish the heaters in question. The Tribunal finds this reasoning suspect, considering that both heaters cost a mere €200 more than what is being claimed.

For these reasons, the Tribunal considers that plaintiff's claim would amount to unjustified enrichment at the expense of defendant company and therefore feels that the claim should not be entertained.

For these reasons the Tribunal dismisses plaintiff's request, with costs.

A handwritten signature in blue ink, appearing to read 'Michela Spiteri'.

Michela Spiteri LL.D  
Arbiter