



Claim Number CCT 27/16/GB

Katarzyna Jolanta Zmoka

vs

Ray Bezzina Car Hire

Today 4th May 2016

The Tribunal

After taking into consideration the claim in the above-cited names presented on the 2nd February 2016, whereby the claimant asked for a refund in the amount of four hundred and forty Euro (€440.00), in representation of the amount which she paid the respondent in advance for a car rental, within which time she was left without a car for a given number of days.

The respondent did not present a reply in writing to the claim at hand, and did not attend the sitting.

That after having heard the testimony on oath of the claimant, who testified in person, and after having taken into consideration all the facts and circumstances pertaining to the case;

Considered the following:

The claimant submitted in writing that:-

On the 20th October 2015 she had entered into a car rental contract with respondent, however within fourteen days, respondent was already in breach of said contract.

Claimant had requested an automatic transition car, however it was not available on the day of the agreement. She was promised to have the car exchanged within a maximum of two weeks, as stated in contract, however claimant never heard back from respondent.

On the 7th November, claimant received a ticket due to the fact that the license disc was missing from the car's windscreen, so she had sent an email to respondent requesting license disc issue, however she never received a reply. She tried to contact respondent various times, to no avail.

Claimant was provided with a second car on the 18th November, however this car did not have the road license disc either. On complaining several times, claimant was told by respondent that it was not a problem, that it was legal and that they would soon provide the car with a valid road license disc.

On New Year's Eve at 2:00am, on the 1st January 2016, claimant was stopped by the Police in Msida, on her way home to Mgarr. The Police confiscated the car due to the missing road license disc, whereby claimant was informed that driving such a car is illegal in Malta. Claimant was also informed by the Police that respondent had to replace the car by the next day.

Claimant began trying to contact respondent and was finally informed that she would be provided with another car on the 4th January 2016. Claimant was left without an apology for what she had been made to go through and without a car for three days in the midst of her many social engagements.

Claimant had to spend a significant amount of money on taxi services, as buses were rarely operating during the first days of January. Since then, claimant never received a replacement car and her calls were always rejected.

When the car was confiscated, claimant had been renting it for eleven (11) days and had paid for thirty (30) days. Monthly fee was of three hundred euro (€300.00), plus the deposit of two hundred and fifty Euro (€250.00).

On being contacted by the MCCA, respondent promised to pay claimant the money owed to her on the 12th January, however this payment never took place.

Respondent owes claimant four hundred and forty Euro (€440.00), which is the fee for the nineteen (19) days when she was left without a car which she had paid for in advance, plus the deposit.

Claimant exhibited relative documentation.

The Tribunal notes that:-

The respondent, duly notified with the Notice of Claim as well as the date and time of the sitting, and called upon three times, did not attend the sitting, and further notes that till the time of the sitting, the respondent had not presented his reply in writing.

The Tribunal takes into consideration, that in her testimony under oath, the claimant confirmed her written claim.

For the above reasons:

The Tribunal, after taking into consideration all of the above, notes the lack of respect on behalf of the respondent which was shown to the claimant, by not presenting a reply in writing to the claim at hand, and also the lack of respect shown to the Tribunal, by not appearing for the appointed sitting. The Tribunal concludes that according to the evidence presented, the respondent lacked greatly in his services in respect to the claimant, and thus is accepting the claim as made by the claimant, and ordering the respondent to pay the claimant the sum of four hundred and forty Euro (€440.00), with the expenses of the case to be borne by the respondent.

The Tribunal, in line with Article 21(2) of Chapter 378 of the Laws of Malta, is also ordering the respondent to pay the amount of five hundred Euro (€500.00) to the claimant, as moral damages for the pain, distress, anxiety and inconvenience caused to her by said respondent.

A handwritten signature in blue ink, appearing to be 'G. Buttigieg', written in a cursive style.

**Avv. Gabrielle Buttigieg
Arbiter**