



MALTA

Claim Number CCT 170/15/GB

Margaret Bisazza

vs

Franz Camilleri

Today 3rd February 2016

**The Tribunal**

After taking into consideration the claim in the above-cited names presented on the 11th September 2015, whereby the claimant asked for a refund in the amount of four hundred and fifty Euro (€450.00), in representation of the amount which she paid the respondent for the renovation works on a balcony, which works were never completed.

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:-**

The respondent was engaged to renovate the claimant's Maltese timber enclosed balcony. In addition, respondent agreed to make a four panel door to close off the balcony from the adjoining sitting room. The respondent asked claimant for a deposit of two hundred Euro (€200.00), which she paid him, being led to believe that respondent would immediately purchase the timber and begin its construction; In addition he would undercoat and paint it and fit it with the necessary hinges, barrel bolts, lever handles and a lock. This was in early March 2014.

In April, respondent approached claimant for further monies, saying the door was ready, needing only the above metal additions and promising the finished product would be delivered

and installed very soon afterwards. Respondent asked claimant for two hundred and fifty Euro (€250.00) at this point. Claimant again gave him a cheque. After that, the claimant was strung along by respondent for several months, ending up with no door and no completion of the works.

**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.

The claimant exhibited a copy of the invoice, which was marked as Dok.MB1; two (2) bank statements, which were marked as Dok.MB2 and Dok.MB3, showing the payments she made to respondent; a copy of a legal letter sent to respondent, which was marked as Dok.MB4; as well as claimant's own affidavit, which was marked as Dok.MB5.

**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 fifty Euro (€450.00), with the expenses of the case to be borne by the respondent.

  
**Avv. Gabrielle Buttigieg**  
**Arbiter**