



Consumer Claims Tribunal

CCT/197/14/MS

Laura Schembri

vs

Reno Zammit (Renzam Laundry & Drycleaning)

Today 15th December, 2014

The Tribunal,

Having seen plaintiff's claim presented on the 15th September 2014, requesting the sum of four hundred and fifty Euro (€450.00) as compensation for a damaged item of clothing which was ruined in the process of dry cleaning and which can no longer be worn;

Having seen that respondent, duly notified did not avail himself of his right of reply according to law and failed to appear before this Tribunal in order to contest the claim;

Having seen all the documents submitted by plaintiff, including the dress (which forms part of a dress-suit) - subject-matter of the claim.

Notes,

That the original price of the dress-suit (dress and jacket) was four hundred and forty five sterling (£445.00) (Dok LS1) and plaintiff is asking for a twenty percent (20%) reduction equivalent to the sum of four hundred and fifty Euro (€450.00), in view of the fact that the dress was worn a couple of times and was not brand new.

Considers;

That although plaintiff's claim is uncontested and the respondent did not participate in the proceedings, the Tribunal will still delve into the merits of case in order to decide whether plaintiff's claim is justified.

That plaintiff's complaint concerns a dress which forms part of a dress-suit which was purchased in the UK on 17 February, 2010 for the sum of four hundred and forty five sterling (£445.00), which dress was taken to the defendant for dry cleaning in February 2014, specifically for the removal of a stain. Plaintiff re-confirmed her version of the claim under oath adding that she had only worn the dress twice before and had previously dry-cleaned it elsewhere, without any difficulty.



MALTA

That, on this particular occasion, upon collecting the dress, plaintiff noticed that although the stain had been removed, the hem had been badly pressed and plaintiff therefore sent it back again. Upon its collection second time round, she noticed that the dress had shrunk. (Dok LS2)

That a series of telephone calls and letters later, she eventually picked up the dress from the dry cleaner's sometime in August 2014. It transpired that in the meantime the dress had been taken to a tailor and then to another dry cleaning company and as a result the dress was completely ruined and unwearable. The material had lost its shine and elasticity and the hemline was frayed. Defendant company accepted the blame and encouraged plaintiff to take her claim to the Consumer Tribunal on the understanding that they would then forward the matter to third party company for reimbursement.

Considers;

That since plaintiff is claiming the sum of four hundred and fifty Euro (€450.00) and considering this as a 20 percent (20%) reduction, evidently plaintiff is basing her computation on today's sterling - euro rate of exchange. (1 stg = 1.27 Euro)

That since plaintiff bought the dress over four years ago, the applicable exchange rate should be worked out according to the rate as it was on the 17 February, 2010. (1stg = 1.15Euro) While today, the sum of four hundred and forty five sterling (£445.00) is equivalent to approximately five hundred and sixty three Euro (€563.00), if one were to apply the exchange rate of the 17 February, 2010, the approximate amount would have been equivalent to five hundred and eleven Euro (€511.00), thus reducing the percentage further, to a mere 12 percent (12%).

That plaintiff testified on oath and presented a number of documents, including the dress in question (and the jacket for comparative purposes), and the having seen the documents exhibited and heard the plaintiff, tribunal considers plaintiff to be credible and has no reason to doubt the veracity and sincerity of her claim.

That said, however, the Tribunal feels that a mere twelve percent (12%) reduction on a four year old dress is somewhat unrealistic and therefore considers the sum of four hundred and fifty Euro (€450.00) to be excessive in the circumstances, especially considering that the original sum equivalent to five hundred and eleven Euro (€511.00) also included the price of the jacket, which is not in dispute.

Consequently, for the aforementioned reasons and after considering Chapter 378 of the Laws of Malta, the Tribunal, while upholding the plaintiff's claim in part, orders respondent to pay the applicant the sum of three hundred Euro (€300.00) by way of compensation. The procedural costs of the case are to be borne by respondent.

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

Michela Spiteri LL.D
Arbiter