



MALTA

CCT/105/14/S

Nicklas Fagerstrum and Stefan Schulte

Vs

Joseph Camilleri

Today the 27th day of November, 2014.

The Tribunal,

Took note of Nicklas Fagerstrum and Stefan Schulte's request filed on the 22nd of May, 2014, whilst Joseph Camilleri replied to plaintiffs' request on the 6th of June, 2014;

Took note of all documents submitted by the parties, heard the parties together with their verbal submissions during the hearing held on the 16th of October, 2014;

Considered

That in a few words plaintiffs' complaint concerns the request on the part of plaintiffs to have their deposit back whilst defendant is not agreeing with such demand;

That it transpires from the evidence tendered in front of this Tribunal that plaintiffs had accepted the keys of the premises and had also made a copy of the said keys prior to informing respondent that they were not interested in leasing the premises;


That the letting deposit agreement (Dok NF1) is very scarce as to the details reflecting their agreement but explains clearly that the deposit paid is "against possible damages to the property or unpaid bills otherwise the Tenant shall be entitled to a full refund of this deposit at the end of the Letting Term";

That no evidence was brought forward by respondent regarding any possible damages or any unpaid bills to which the private writing (Dok NF1) refers;

That on the other hand even though the written agreement leaves much to be desired, it is clear that plaintiffs are solely responsible for their change of heart regarding the lease of the premises;

That in the circumstances, plaintiffs are to pay for one week's rent which amounts to circa €170;

Consequently for the abovementioned reasons and after considering Chapter 378 of the Laws of Malta and the particular circumstances of the case, the Tribunal Decides to Accept plaintiffs' request in part and Orders respondent Joseph Camilleri to pay back the sum of €380 as afore-explained to the plaintiffs within twenty days from today, with parties bearing their respective expenses for the procedure in front of this Tribunal.


Richard Sladden Av.
Arbiter