



In the Consumer Claims Tribunal.

Application No. CCT 168/11 (JE).

Lennard Stalsmeden.

vs

Degros Ltd.

Today, the *eight (8th)* day of March 2012.

The Tribunal,

Having seen the application of Lennard Stalsmeden of 11 April 2011 claiming the sum of € 110 which had been withheld by his landlord for a telephone that had been removed by mistake from the apartment that had been rented from respondent company. However, the telephone was returned to respondent company when asked for on the first possible occasion. In spite of various promises of a refund, no such refund was effected. Plaintiff also complained that no inventory had been drawn up at the apartment in question and that this telephone could not possibly have cost more than € 7.

Having seen the reply of respondent company in the sense that plaintiff terminated the lease agreement before its term had expired because he had complained of mould in the apartment and that he had taken with him the telephone in question which was not returned in spite of various requests. As the apartment was going to be rented again, a new phone had to be bought and its cost was deducted from the deposit. After several weeks, Mrs Stalsmeden returned the phone but though respondent company did not want to keep it, she left it on the desk of Annalise Zammit of respondent company.

Having seen the evidence produced by the parties.

Having considered.

The plaintiff confirmed on oath his statement and this was duly corroborated by the evidence of his wife, Pia Stalsmeden. The evidence produced points to the fact that the telephone had been inadvertently removed from the apartment and that plaintiff attempted to return it as soon as possible. Plaintiff also produced evidence in the sense that an equivalent telephone costs € 17.50.

Respondent company failed to produce any evidence to support its assertions. Specifically, no evidence was produced that a new telephone was bought for € 110.

The Tribunal finds plaintiff's version to be credible and has no reason to doubt its veracity, especially in the absence of any contestation on the part of respondent company.

In view of the foregoing, the Tribunal is accepting the claim of plaintiff and is ordering respondent company to refund to plaintiff the sum of € 110 with interest from the date of the filing of this claim to the date of actual payment.

With costs against respondent company.



Av. Joseph Ellis  
Arbiter