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**Fit-Tribunal tal-Konsumatur**

Tairova Svitlana

vs

Stylewise - Erdin Hartoka

CCT 188/17/MS

13th August 2018

The Tribunal

Having seen plaintiff's claim filed on the 25th October 2017, whereby she claimed a refund of €580, €500 of which being a deposit paid for aluminium works carried by defendant, which works were not up to standard and €80.00 for moral damages and consumption of electricity during such time that the works were being carried out.

Having seen that although defendant was duly notified he failed to file a reply within the prescribed time and neither did he appear before this Tribunal when the case was called for his evidence.

Having seen the records of the case and the documents presented.

Having heard the evidence on oath.

Considers.

That plaintiff commissioned defendant to install a glass railing on her roof, specifically requesting that the job be completed before summer. On agreement a deposit of €500.00 was paid by plaintiff.

That according to plaintiff, works were not carried out to the proper standard. She alleges that the frame was wrongly attached to the edge of the perimeter wall, 10 cm extensions to try and remedy the defect resulted in unacceptable out of square design with a lot of unnecessary holes punctured in the aluminium profiles and the perimeter wall. It became clear that works would not be finished within the agreed upon time and defendant requested a further €300.00 to complete the job, which request was refused by plaintiff.



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This version was not contested by defendant although he had every opportunity to do so by filing a reply and giving his own version of events. This was never done and moreover defendant did not even bother to appear before this Tribunal on the time and dates given.

In this situation the Tribunal's hands are tied and since there is no apparent reason to doubt the veracity of plaintiff's claim and her version of events which are plausible and probable, the Tribunal has no option but to accede to plaintiff's request in its entirety.

For these reasons, the Tribunal accedes to plaintiff's request and condemns defendant to refund the sum of €580.00, as to €500.00 deposit paid and €80.00 moral damages as requested and gives defendant company the right to remove the said railing With costs which are to be borne by defendant.

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

Michela Spiteri LL.D  
Arbitru