



MCCAA

MALTA COMPETITION AND
CONSUMER AFFAIRS AUTHORITY

MIZZI HOUSE, NATIONAL ROAD,
BLATA L-BAJDA HMR9010,
MALTA

+356 2395 2000

23 August 2018

PUBLIC WARNING STATEMENT ISSUED BY THE DIRECTOR GENERAL (CONSUMER AFFAIRS) WITHIN THE MALTA COMPETITION AND CONSUMER AFFAIRS AUTHORITY

The Director General (Consumer Affairs) hereby issues this Public Statement in accordance with Article 8 of the Consumer Affairs Act (Cap.378), by means of which she hereby identifies and gives information to the general public that:

Mr Charles Agius, holder of Identity Card number (21469m)

has not honoured the decision delivered by the Consumer Claims Tribunal.

In August 2015, the consumer had hired the defendant to carry out some works in her property, consisting of the laying of tiles in the terrace and retiling part of a bathroom. The agreed sum was €2,600, to be paid in installments: a deposit of €700, a second payment of €700 and the balance of €1200 upon completion of works. He was paid the first installment of €700 upfront, but he failed to complete the works within the agreed timeframe. After failing to show up to complete the job, he sent his son. Although works were not to the consumer's satisfaction, she paid him a further €1,200 as part of the balance, €500 in excess of the agreed second installment of €700. According to the consumer this was done as a goodwill gesture, but the defendant insists that the reason was because she was satisfied with the works done. She complained that the tiles were retaining water, a toilet seat was damaged and third parties were allowed into her property without her consent.

The consumer filed a claim before the Tribunal, requesting Mr Agius to pay her €2,600. An architect was appointed by the Tribunal to draw up a report. This technical report concluded that the inadequate glue that was used and the decision to lay the new tiles over the existing ones led to the problems, but there were some areas where the tile-laying was acceptable.

The Tribunal agreed with the expert's conclusions, while remarking that a lack of evidence makes it difficult to ascertain whether it was the consumer that requested that particular glue method or Mr Agius. Nevertheless, the onus was ultimately on the trader to offer the best advice and he should have never agreed to do the job in the first place if he felt that laying new tiles over old ones would lead to problems.

Mr Agius was ordered by the Tribunal to refund the consumer the €500 paid in excess together with a further € 900 to cover the costs of the partially defective workmanship as concluded by the expert. However, the Tribunal refused to accede to the consumer's requests for remedial



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work due to the lack of receipts relative to costs for electrician, new toilet seat and additional tiles purchased. In total, Mr Agius was ordered to pay the consumer the sum of € 1,400 .

Josephine Borg
Director General (Consumer Affairs)



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