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**Fit-Tribunal tal-Konsumatur**

Pierre Kemmler

vs

MedAlls Limited (Aluminium Works)

CCT 131/18/MS

4th December 2019

The Tribunal

Having seen plaintiff's claim of the 8th August 2018 whereby he claimed the sum of eight hundred Euro (€800.00) in compensation for incorrect and improper installation of plastic apertures by defendant company.

Having seen company defendant company's reply of the 10th December 2019, whereby plaintiff's claim was rebutted in the sense that any seepage was due to damage, wear and tear or neglect from an exterior wall and had nothing to do with the works carried out by defendant company.

Having seen the records of the case and heard the evidence tendered under oath.

Having seen that in the sitting of the 20th February 2019, the Parties agreed to meet on site to see how the problem could be resolved once and for all.

Having seen that in the sitting of the 10th April 2019, plaintiff informed the Tribunal that defendant had carried out works on the window but was not in a position to ascertain whether the problem was resolved since he had to wait for the first heavy rains. During the same sitting defendant confirmed that he had attended on site and carried out some works. In his opinion the window was now watertight and sealed but pointed out that should there be another seepage, part of the soffit roofing installed by third parties would have to be removed to allow access to the top screws of the window.

The case was put off for further information to the 9th October 2019.

Having seen that in the sitting of the 9th October plaintiff confirmed that there was no seepage of rain from the window, alleging however that there had been no rains since the last sitting (April 10th 2019).



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Having seen that defendant disputed this last assertion claiming that there was substantial rainfall since the last sitting, and at least two storms between the 10th April and 9th October 2019.

Considers

That the Tribunal is inclined to agree with the defendant that in the months between the 10th April and the 9th October 2019, there were at least two storms with substantial amount of rainfall, yet plaintiff confirmed that there had been no seepage from the window. Moreover, between the 9th October and the 4th December 2019, more storms hit the islands bringing heavy rainfall and floods. Plaintiff did not make any attempt to suspend the judgement and therefore the Tribunal is satisfied that no further seepage occurred from said window.

The Tribunal also notes that the casus belli of plaintiff is water seepage from a plastic frame for a window installed by defendant company. This seepage has since been rectified with plaintiff declaring that there has been no seepage of rain from the window. This effectively negates plaintiff's action and the Tribunal feels that keeping the case open, on the off chance that water seepage might reoccur is unfair to defendant.

For these reasons, the Tribunal is dismissing plaintiff's claim with costs to be borne by the respective parties. (bla taxxa).

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

Dr. Michela Spiteri  
Arbitru