



MALTA

Fit-Tribunal tal-Konsumatur

CCT/13/19/S

Simon Lee Jackson

Vs

Shaun Butler

Today *20th* of May, 2021

The Tribunal,

Took cognizance of the request by Simon Lee Jackson filed on the 28th of January, 2019 and the reply and counter-claim filed by Shaun Butler on the 7th of November, 2019 and the reply filed by Simon Lee Jackson to the said counter-claim which was filed on the 20th of November, 2019;

Examined the documents exhibited and heard all the parties;

Considered

That plaintiff is suing defendants for, *inter alia*, bad workmanship and poor work in two bathrooms and it was alleged that these works took longer than expected;

That defendant Shaun Butler has submitted that after finishing the works, he had informed plaintiff to contact him after 15 days to make sure everything was to his satisfaction and that he would arrange any complaints free of charge. Defendant also declared that plaintiff owed him a balance of 760 euros;

That from the evidence tendered before this Tribunal and from the photos exhibited by plaintiff, the Tribunal is convinced that the work carried out cannot be deemed to be fully satisfactory. The problem was further complicated when plaintiff refused to allow the defendant to repair the cracks that emerged;

That it is evident that these cracks should have been fixed prior to the defendant declaring that his completed the works. It is also evident from the photos that the works required some repairs which plaintiff was adamant not to allow defendant to carry out;

A handwritten signature in blue ink, appearing to be 'CS'.



MALTA

That no expert evidence was tendered by any of the parties regarding any need for remedial works, their cost and entity and whether these were minor or not;

That plaintiff should have allowed defendant to carry out the necessary repairs as this could have concluded the matter for both parties;

That there are conflicting versions of events but in the opinion of this Tribunal, it is clear that although repairs were required, before taking recourse to this Tribunal, plaintiff should have first allowed defendant to fix where was needed in order to avoid these proceedings;

That in the opinion of this Tribunal, given the circumstances as aforesaid, the parties should retain the *status quo*;

Consequently for the abovementioned reasons and in the circumstances of this case and after examining Chapter 378 of the Laws of Malta, this Tribunal Decides to accept in part plaintiff's claim and reply together with the pleas and counter-claim submitted by defendant in that the sum of money that has already been paid by plaintiff is considered in full and final settlement of what is due to defendant for works done in plaintiff's property. Each party is to bear its own expenses of these procedures.

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a long horizontal stroke.

Richard Sladden Av.

Arbiter