

Mark-Anthony Scerri

Vs

Sebastian Meschwitz – Thistle Lodge

CCT G17/25/MS

11th June 2026

The Tribunal,

Having examined the claim filed by the plaintiff on 7 August 2025, whereby the plaintiff requested this Tribunal to order the defendant/defendant company to pay the sum of €337.91, following a booking made at Thistle Lodge through Booking.com, which advertised the property as an entire rental property similar to an Airbnb, and which made no mention of a dog freely residing on the premises, resulting in the immediate cancellation of the booking;

Having noted that no reply was filed by the defendant/defendant company, despite due notification;

Having considered the acts of the case and heard the evidence given under oath;

Considers

The plaintiff testified that in July 2025 a group booking was made for a stay at Thistle Lodge Peaceful Gozo Retreat through Booking.com, which was paid in full in advance in the amount of €737.91. Upon arrival at the accommodation, the group discovered that the property was, in fact, shared accommodation and that a dog, belonging to Sebastian Meschwitz, resided on the premises.

Due to one member of the group suffering from a phobia of dogs, the group was unable to stay at the property and therefore requested a full refund. The Tribunal notes that the booking coincided with a particularly busy period in July, namely the feast of St George.

The plaintiff further testified that he reached an agreement with Sebastian Meschwitz to cancel the reservation in order to allow the room to be rebooked. A refund of €400.00 was issued through Booking.com. The plaintiff stated that Meschwitz undertook to refund the remaining balance within ten days. Relying on this assurance, the plaintiff cancelled the booking without insisting on immediate reimbursement of the full amount.



Sebastian Meschwitz confirmed that he resides at Thistle Lodge, Alley 3, Triq Santa Katerina, Xewkija. He acknowledged receipt of both the notice of claim and the notice of hearing. He confirmed that the plaintiff had booked the residence but did not stay, and stated that he had personally contacted Booking.com to procure a refund, notwithstanding that he was, at the time, the manager rather than the owner of the business. He further stated that as of January 2026 he has taken over the business.

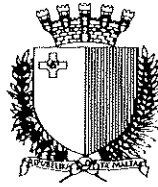
The Tribunal also heard the testimony of Carmen Balana, who stated that she was one of the owners of the business together with Mr and Mrs Zammit, who owned the premises. She testified that she and Meschwitz rented the premises jointly, and that the rental contract was in both their names. She further stated that the licence was in her name and that Meschwitz managed and operated the establishment due to her working in Malta.

She claimed that from September/October 2025 Meschwitz became the registered operator after she withdrew from the business. She further explained that all bookings were made via Booking.com, and that Meschwitz had communicated directly with Booking.com to agree on a 50% refund, which she claimed to have confirmed with Booking.com, although no documentary proof was produced. She also asserted that the presence of the dog was indicated in the property description.

Considers further

The Tribunal refers to the following documents presented:

1. A document indicating the name Sebastian Meschwitz, identity card number 297735A, mobile number, and date of birth (28 May 1984);
2. A Malta Tourism Authority licence receipt in the name of David Zammit for the premises "Thistle Lodge," dated 21 October 2025 and valid until 31 December 2025, wherein Sebastian Meschwitz (ID 297735A) is identified as the registered operator with effect from 9 October 2025;
3. An email dated 8 October 2024 confirming registration to the MTA licensing portal;
4. A Booking.com reservation for the period 18 July to 21 July 2025 in the amount of €731.91;
5. A review of Thistle Lodge Peaceful Gozo Retreat showing a rating of 9.1 and details of the property;
6. A Booking.com refund receipt for €400 dated 18 July 2025, including cancellation history;
7. Messages exchanged between the plaintiff and Thistle Lodge;
8. A Facebook post containing details of Thistle Lodge.



Findings

On the basis of the evidence produced, the Tribunal is satisfied that there was no indication whatsoever of the presence of a dog on the premises. None of the documentation submitted makes any reference to a dog.

The property description refers to spacious rooms with desks, private ensuite bathrooms, ceiling fans, high-speed Wi-Fi, a large terrace pool with massage jets, a generous living and dining area, an entertainment corner, laundry facilities, a coffee station, and other amenities, including outdoor features such as a sun terrace, pool, fireplace, seating areas, and picnic spots. However, no mention is made of any animal on the premises.

The Tribunal also notes that the licence receipt exhibited covers a period subsequent to the events in question. In light of the testimony of Carmen Balana that she was the licensee prior to that period, the Tribunal would have expected documentary evidence confirming the licensing and operational status for July 2025. No such evidence was produced. Accordingly, the Tribunal lacks proof as to who was the registered licensee and operator at the material time.

Having assessed the testimony of all parties, the Tribunal finds the plaintiff's evidence to be more credible. It is satisfied that Sebastian Meschwitz urged the plaintiff to cancel the booking and undertook to refund the remaining balance within ten days.

The Tribunal further finds that the absence of any disclosure regarding the presence of a dog justified the plaintiff's decision to cancel the booking and request a refund.

In this regard, the Tribunal observes that, as a general rule, the burden of proof rests upon the party who alleges a fact. In the present case, the defendant elected not to file a reply despite due notification, and accordingly the allegations were not contested at the appropriate procedural stage. Furthermore, in his sworn testimony, the defendant contended that he was not the owner of the establishment and sought to attribute responsibility to a third party, namely Carmen Balana.

In such circumstances, an evidential burden was cast upon the defendant to substantiate the assertions advanced in his defence, in particular those relating to ownership, operational control, and the identity of the person legally responsible for the establishment at the material time.

However, no documentary evidence, licence records for the relevant period, or any other corroborative proof was produced in substantiation of these assertions. The Tribunal therefore finds that the defendant failed to discharge the evidential burden arising from his own position, and consequently his version of events remains unproven, uncorroborated, and unsubstantiated.

The Tribunal is therefore satisfied that Sebastian Meschwitz was managing and operating the premises at the time of the booking. While it remains unclear whether he was the



registered operator at the material time, no evidence was produced to demonstrate otherwise.

Decision

For the foregoing reasons, the Tribunal finds in favour of the plaintiff and maintains that the plaintiff was justified in cancelling the booking due to the misleading nature of the advertisement, which failed to disclose the presence of a dog on the premises, and in relying on the defendant's undertaking to refund the remaining balance.

Accordingly, the Tribunal orders the defendant, Sebastian Meschwitz, in his capacity as manager of Thistle Lodge Peaceful Gozo Retreat at the time of the booking, to pay the plaintiff the sum of **€337.91**, being the outstanding balance due.

This amount shall be paid within a period of **fifteen (15) days** from the date of this decision.

Costs of these proceedings are to be borne by the defendant.

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

Michela Spiteri LL.D
Arbiter