Consumer Claims Tribunal

Luis Eduardo Barreto Dantiva

Vs

Transitash Hub Ltd/ Carwiz

CCT 68/26/MM

Today, 28th July 2026

The Tribunal

Having seen the Notice of Claim filed by the claimant, Luis Eduardo Barreto Dantiva, whereby he requested that the defendant be ordered to pay him the sum of five hundred and fifty euro (€550), representing a security deposit allegedly retained in connection with a motor vehicle rental;

Having seen that the claim concerns Rental Agreement No. 25-MLA-3301, relative to the rental of a Peugeot 208 bearing registration number PQZ355, for the period between 4 June 2025 and 8 June 2025;

Having seen the claimant's declaration that the security deposit was processed through two separate card transactions and that, although the defendant informed him that the deposit had been released, no corresponding amount appeared in his bank account;

Having seen the defendant's reply, filed in the name of Transitas Hub Limited, whereby the defendant contested the claim and stated that the security deposits had been duly released;

Having seen the rental agreement and the documents exhibited by the defendant;

Having seen the two payment-terminal receipts dated 30 June 2025, each bearing the description "Completion – Deposit Release" and each reflecting a final amount of one euro cent (€0.01);

Having seen the written confirmation issued by Trust Payments on 5 June 2026, concerning the two pre-authorisations relating to the rental transaction;

Having seen the record of the sitting held on 16 June 2026, during which the claimant failed to appear despite having been duly notified, while Luke Camilleri appeared on behalf of the defendant and gave evidence on oath;

Having heard the evidence of Luke Camilleri, who confirmed that both pre-authorisations had been released and that the full sum of €550 was therefore no longer being held by the defendant;

Having considered all the acts of the case;

Considers

The claimant states that he and his wife rented a vehicle from Carwiz at Malta International Airport and provided a security deposit of €550.

According to the claimant, the deposit was processed through two separate transactions, namely one transaction of €330 and another of €200. He states that the vehicle was returned without incident and that he was subsequently informed by the defendant that the deposit had been released manually.

The claimant nevertheless alleges that the amount was never returned to his bank account and that his bank had no record of any refund transaction. On that basis, he seeks payment of €550 from the defendant.

The defendant does not dispute that a security arrangement was placed on the claimant's card. Its position is, however, that the sums were not retained as completed payments but were processed as card pre-authorisations. The defendant states that those pre-authorisations were later released.

In support of its defence, the defendant produced:

- two card-terminal receipts dated 30 June 2025, each marked "Completion – Deposit Release";
- confirmation from Trust Payments that the two relevant pre-authorisations had been completed with a final settled amount of €0.01 each;

•sworn evidence from Luke Camilleri confirming that the deposits had been released.

Considers

The Tribunal considers it important to distinguish between an amount which is actually charged and collected by a trader; and an amount which is temporarily blocked or reserved on a payment card by means of a pre-authorisation.

A pre-authorisation does not necessarily involve the transfer of the blocked amount to the trader. It may merely reserve part of the cardholder's available balance pending completion of the transaction.

When such a pre-authorisation is released, it does not always appear on the customer's statement as a separate incoming refund. Depending on the card issuer and banking system, the effect may simply be that the blocked amount ceases to be reserved and becomes available again.

The mere absence of a separate credit entry marked as a "refund" is therefore not, by itself, conclusive proof that the trader retained the money.

The Tribunal must determine, on the evidence before it, whether the defendant retained or received the sum claimed. The Tribunal also examined the written confirmation issued by Trust Payments on 5 June 2026. That document expressly refers to two pre-authorisations and states that their settled status was confirmed as follows:
transaction 60-90-37545401 — final settled amount €0.01;
transaction 57-90-37544356 — final settled amount €0.01.

This evidence is consistent with the defendant's position that the original deposit amounts were not finally captured and retained, and that the respective pre-authorisations were completed for merely nominal amounts.

The documents do not show that the defendant received or retained €550. On the contrary, they indicate that the payment authorisations were closed without the defendant capturing the security amounts in question.

Considers

The claimant bears the burden of proving the facts on which his claim is based. It was therefore for the claimant to prove, on a balance of probabilities, that the defendant actually received or continued to retain €550; the deposit had not been released; and/or the amount remained legally due to him by the defendant. The claimant stated in the Notice of Claim that he could produce his bank statement and email evidence. However, no bank statement showing that €550 was permanently debited, or that the amount remained blocked, was produced before the Tribunal. Nor was any confirmation from the claimant's card issuer produced explaining whether the original entries were completed debits or merely pending authorisations; whether the hold remained active; whether the amounts had already been restored to the card's available balance; or whether any difficulty arose at banking level after the defendant released the pre-authorisations.

The claimant also failed to appear at the hearing despite being duly notified. He therefore did not give evidence on oath, explain the entries on his bank account or rebut the defendant's documentary evidence. His non-appearance does not automatically result in the rejection of the claim. Nevertheless, it meant that the allegations contained in the claim remained unsupported by oral testimony and that the defendant's evidence was not challenged in cross-examination.

On the other hand, Luke Camilleri testified on oath that all deposits had been released and that the total of €550 had been reverted to the claimant's account. Any subsequent delay by the card issuer in restoring the claimant's available balance, or any issue concerning the manner in which the release was displayed on the bank account, would require evidence identifying responsibility for that problem. No such evidence was produced.

The claimant's belief that the deposit was not returned may have arisen because no separate refund entry appeared on his bank statement. However, a belief or suspicion cannot substitute proof that the defendant retained the money.

The Tribunal must decide the dispute on the evidence placed before it. On that evidence, the defendant has shown that the relevant pre-authorisations were released, while the claimant has not proved that the defendant remained in possession of the sum of €550.

Decide

The Tribunal concludes that no evidence establishes that the defendant captured or retained the sum of €550; and the claimant failed to prove that the amount claimed remained due by the defendant.

The claim must consequently be rejected.

For these reasons, the Tribunal hereby rejects the claim filed by Luis Eduardo Barreto Dantiva;

Costs to be supported by the plaintiff.

Dr Martha Mifsud LL.D.
Arbiter