



**Fit-Tribunal tal-Konsumatur**

**Juvenal Galeno Sidau Cavalcanti Filho**

**Vs**

**Quick Lets – Jonathan Licari**

**CCT 193/23/MM**

**Today, 22<sup>nd</sup> October 2024**

**The Tribunal**

Having seen the plaintiff's claim, filed on the 24<sup>th</sup> of October 2023, wherein he is claiming the amount of five thousand Euro (€5,000) representing money paid towards the rent for the first month and security deposit towards an apartment in St. Paul's Bay and additional money he incurred for another more expensive apartment.

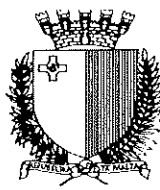
Having seen the respondent's reply claiming that there was no wrong doing on the part of the defendant and the plaintiff's claims are unfounded in both fact and law.

Having seen all the act and documents of the case.

And having duly considered the testimonies given under oath.

**Considers**

After carefully reviewing the evidence and arguments presented by both parties, the following decision is rendered:



**On the matter of the deposit:**

It is noted that the tenant entered into an agreement for a specific property that was not completed on time, causing inconvenience. The landlord provided alternative accommodation as a temporary solution, but the tenant later chose to leave this arrangement and move to a more expensive property. The tenant's claim for the return of the deposit is reasonable, as it is customary for deposits to be returned when a lease is terminated without the tenant being at fault, particularly in cases where the property was not delivered as agreed. However, it is important to note that the deposit and first month's rent were held by the landlord, not the agency. As such, the agency is not responsible for the return of these funds. The plaintiff should have sued the landlord directly for the return of the first month's rent and deposit. The agency, in this case, acted as an intermediary and cannot be held liable for the landlord's obligations regarding the deposit, as the agency does not hold the funds in question.

In addition, matters concerning lease do not fall under the competence of this Tribunal therefore the claim for the deposit against the agency will be dismissed. The plaintiff is at liberty to pursue this matter with the landlord in the relevant forum.

**On the matter of additional rental costs:**

The tenant is claiming €200 more per month for a year due to the cost of the new apartment. However, the decision to move to a more expensive property was made independently by the tenant, and there is no evidence that the agency or the landlord agreed to compensate for this increase. The alternative accommodation offered by the landlord was a reasonable effort to mitigate the inconvenience, and the tenant's voluntary choice to leave and incur higher expenses cannot be attributed to the agency's actions. Additionally, the agency



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demonstrated good faith by refunding a non-refundable charge for their services. For this reason the claim for the additional €200 per month for a year will be denied.

The claim also includes an amount of €800, which, as correctly highlighted by the defendant, has neither been substantiated nor adequately explained by the plaintiff. In the absence of any supporting evidence or justification for this portion of the claim, it is deemed unmeritorious. Accordingly, the claim for the €800 will be rejected.

### **DECIDE**

For the reasons set out above, the Tribunal decides the case and rejects the claimant's request.

Costs to be supported by the claimant.



**Dr Martha Mifsud**  
**Arbiter**