

MALTA

Fit-Tribunal tal-Konsumatur

Amber Vinhas

vs

Salvatore D'Ignoro - AluGlass work Malta

CCT/ 11/24/MS

28th August 2024

The Tribunal

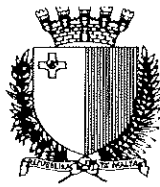
Having seen applicant's claim presented on the 24 May 2024 requesting this Tribunal to order respondent to pay her the sum of €435.00 being the price she paid defendant for a dog flap installed by respondent company, which flap door was not installed according to professional practice as better explained in applicant's claim form.

Having seen that respondent, duly notified with the notice of claim, did not file a reply according to law but appeared before the Tribunal and gave evidence.

Having seen the acts of the case and heard the parties give evidence under oath.

Considers

That in March/ April 2024 applicant contact respondent and commissioned the installation of a dog flap on an existing double glazed door belonging to applicant. On 17th April 2024, applicant paid respondent the sum of €434.00, for which receipt was tendered. The installation was carried out and applicant was advised to replace the glass with the dog flap. On the 17th April, applicant contacted respondent and asked if there was a warranty on the dog flap where she was told that there was a 2 year warranty on factory defects. She also requested information on whether the door with the dog flap could be opened, given the windy conditions that day. She was told to wait for the silicone to dry and that it would be better not to use the door/dog flap when windy. Three days later, the entire glass door shattered. When applicant informed respondent,



he refused to take responsibility for this and blamed applicant and the weather conditions and insisted that the door had been slammed shut and had broken as a result. Applicant on the other hand insists that the door was locked at the time the damage took place, which damage was caused on account of poor workmanship and installation.

That Respondent Salavatory D'Ignoto testified in these proceedings and confirmed that he had carried out works and had first taken measurements at applicant's home and then followed up with installation of dog flap in situ. Respondent insists that the damage was a result of the fact that the door had slammed shut because of the wind, and said that he had told applicant to put a door stop to prevent the door from slamming.

Considers

That having seen the evidence submitted, the Tribunal is more than satisfied that the damage was a result of poor workmanship and installation. First of all, the very purpose of a door is to be opened and closed, regardless of weather conditions and the whole point of installing a dog flap is precisely not to have to open the door. Under oath applicant said that she had not opened the door or slammed it and the Tribunal has no reason to doubt this. Respondent was not present at the time the damage occurred so any opinion he has on the matter is purely speculation. However, if indeed the weather conditions were very bad and respondent felt there was a risk of breakage, he should not have agreed to carry out the installation and should have postponed to another day, or not carried out the installation at all.

The Tribunal also notes that glass used in double-glazed doors are very difficult to break. They are reinforced and can withstand the wind and will not break when they are slammed. When a dog-flap is introduced into a door afterwards, this procedure usually requires some sort of modifications to the door in the form of reinforcement. In fact, as can be seen from the pictures submitted by applicant, when the dog flap was installed a second time, this was supported by an aluminium frame and installation was not carried out on site but removed and taken to a factory. In this case, respondent did not remove the door and installed the flap door at applicant's home.

After considering all the evidence, applicant feels that applicant proved her case according to law and that her claim should be acceded to.



For these reasons, the Tribunal is acceding to applicant's claim and orders respondent to pay her the sum of €434.00.

With costs that are to be borne by Respondent.

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

Dr Michela Spiteri, LL.D.

Arbitru