



THE SMALL CLAIMS TRIBUNAL
EUROPEAN SMALL CLAIMS PROCEDURE

ADJUDICATOR
AVV. DR. DUNCAN BORG MYATT

Today the 7th November 2023

Claim Number 5/2023 DBM

ETTORE SGROI
(AU2248651)

VERSUS

JADE KIRSTY WOODLEY
(MT 037493)

THE TRIBUNAL,

Saw the Notice of Claim filed by the claimant on the 16th August 2023 pursuant to Regulation 861/2007 establishing a European Small Claims Procedure in which the claimant stated that he was claiming the sum of two thousand and five hundred Euro (Eur 2500) with costs of these proceedings. The claimant stated: *"The defendant stipulates a tourist lease contract in my villa (Villazagarabianca" located in Siracuse on the 7th February 2023 for the amount of Eur 5000 for the period from the 5th July 2023 to the 29th July 2023."*

Saw that defendant paid 30% equivalent to Eur 1500.00 deposit and was bound to pay the rest of the sum amounting to Eur3500 within one month before arrival, by the 6th June 2023. A second payment to the amount of Eur1000 was made on the 12th June 2023. Following this payment, defendant informed plaintiff that he will not manage to go on vacation. Hence, there is a balance of Eur2500 which defendant was obliged to pay one month before the commencement of the lease.

The claimant indicated that he was not insisting on an oral hearing but did not intend attending if a hearing was held.

Saw that the defendant was served with the Notice of Claim on the 2nd September 2023 as appears from the notice of service.

Saw that the defendant filed no reply and failed to contest the claimant's claims in any way.

Read all the documentation.

Considerations of the Tribunal

The Tribunal notes that the Maltese Courts have consistently held that even in cases where defendant fails to oppose the claimant's claims, the Tribunal cannot automatically uphold claimant's claims, but must be satisfied that such claims are founded in fact and at law. The Tribunal shall therefore examine the documentation provided by the claimant. The claimant provided a copy of the lease agreement and two documents showing the deposit and subsequent payment of Eur 1000 sent to plaintiff's account as laid down by the signed lease agreement.

The Tribunal also took cognizance of the conditions laid down in the lease agreement dated 7th February 2023 which provided under clause 7 that:

"Cancellation can be made by 05/06/2023 by losing only 30% of the deposit paid at the time of booking. From 06/06/2023 the final date for payment of the balance there is no longer the possibility of any refund in case of impossibility or cancellation." Moreover, under clause 6, it was agreed that the balance of Eur 3500, of which Eur 1000 was paid on the 10th July 2023, had to be paid in full by the 6th June 2023.

Having seen the signed lease agreement and the part payments made to plaintiff, the Tribunal has no reason to doubt the veracity of the claimant's position and shall therefore uphold his claims.

Decision

Therefore, after having read the content of the case file and all the documentation submitted (in this case, only by the claimant), the Tribunal upholds claimant's claim and orders defendant to pay the claimant the sum of two thousand five hundred Euro Eur 2500.00 and orders defendant to pay interest at a rate not higher than the maximum rate allowed under Maltese law, calculable from the date of the filing of this claim (16th August 2023) until the date of effective payment and orders defendant to pay claimant the costs of this case according to the taxed bill of costs issued by the Registry.

Adv. Duncan Borg Myatt

Adjudicator