MALTA

QORTI TAL-MAGISTRATI
(GHAWDEX) GURISDIZZJONI INFERJURI

MAGISTRAT DR.
JOSETTE DEMICOLI

Seduta tas-17 ta' Jannar, 2012

Avviz Numru. 5/2010

Emanuel Stellini

Vs

Jack William and Jannette spouses Wright

The Court,

Plaintiff has instituted this case against defendants for damages he claims that he suffered in his property 'Villa Dynasty', Triq Bir Rix , Santa Lucija, Gozo. These damages were allegedly caused during occupation of said premises by defendants as per title of lease and upon vacating same premises. In fact the damages which plaintiff is claiming relates to damages allegedly caused to the property, objects allegedly taken from the property, water and electricity bills, and payment for works done, according to him, at the request of lessees.

The defendants replied to the case by stating that there is a mistake in that defendant's name is wrongly quoted. They also hold that plaintiff's claims are time-barred in terms of article 2153 of the Civil Code. In substance, they deny the allegations made against them and state that if plaintiff sustained any damages, these cannot be attributed to them. As for the water and electricity bills, they state that they paid for the period occupied by them and with regards to the costs incurred by the plaintiff regarding the membrane and works carried out in the verandah, they state that they should not pay for them. Moreover, they deny removing any objects from the property and state that it was the plaintiff who took back some unwanted objects at the beginning of the lease.

First Preliminary Plea

Defendants claim that defendant's name has been wrongly indicated because her name is not Jannette Wright but Jannette Teresa Gloria Violet Wright.

Undoubtedly a person's name and surname must always be indicated correctly and this is of particular importance because a judgment binds only the parties in a particular procedure. Thus, the name and surname are of paramount importance.

Having said this, as rightly pointed out by plaintiff in his note of submissions it is not incumbent on the plaintiff to write the full name of the party in the sense that even middle names should be indicated. It is a well known fact that every person has middle names but this does not mean that when a person is summoned in court these middle names must also be indicated.

Moreover, it is to be noted that defendants did not produce any official document in the acts of this case to prove that she is actually known as such. Also, from all the documents exhibited it seems that she does not always use her full name. On a final note, same defendants in their note of submissions do not even

mention this plea and thus, it is obvious that they are not insisting upon it.

Thus, this plea is being rejected.

Second Preliminary Plea

Defendants have submitted that plaintiff's plea is time-barred in terms of article 2153 of the Civil Code which provides for a two-year limit for an action claiming for damages.

It is to be noted that in this case, the damages which plaintiff is claiming are *ex contractu* and thus, article 2153 is not applicable to this case. In fact it results clearly from the lease agreement[1], particularly Clauses 5[2], 6[3], 7[4] and 8[5] that plaintiff is suing defendants because they have allegedly violated such clauses in one way or another.

In fact the damages which plaintiff is claiming relates to damages allegedly caused to the property and thus, reference is made to clause 6 and clause 8; objects allegedly taken from the property falls within the ambit of Clause 7; water and electricity bills refer to Clause 5, and payment for works done, according to him, at the request of lessees also falls within the parameters of Clause 6. Of course, this does not mean that plaintiff's allegations are

[1] Fol 10

[2] *'All expenses necessary for the use of premises including any licence fees which may be payable, charges for water, electricity and gas consumption, as well as relative meter rentals, telephone services during the course of this lease, shall be at Lessees' charge. Lessees are bound to re-imburse lessor for any of these charges within two weeks from when lessor presents a bill or other demand for payment'.*

[3] *'It will be Lessees' responsibility to carry out all maintenance works which may from time to time become necessary both internally and externally in the premises'.*

[4] *'The premises are being rented as furnished. It will be lessees' responsibility to make proper use of all fixtures and fittings and to repair same should the necessity arise. Lessees shall have the right to increase at their expense existing fixtures or fittings. Any improvements which are and remain of a movable nature or are not fixed permanently to the premises shall remain the property of lessees; other improvements of a permanent nature shall form an integral of the premises and shall immediately become property of lessor and may not be removed from the premises without lessor's consent. Any airconditioning units and the kitchen furniture and appliances shall be considered of a fixed nature and are to be retained by the lessor on termination of the lease'.*

[5] *'Lessees undertake to keep the premises including the fittings, fixtures and movable effects, clean and tidy and in good order'.*

founded because the Court must go into the merits of the case and must find out whether plaintiff's allegations are true. However, it is evident that plaintiff's claims are *ex contractu.*

Thus, this plea is being rejected.

Merits of the Case

From the acts of the proceedings, it results that defendants wanted to rent property in Gozo. Thus, they contacted a real estate agent in Gozo, J. Debrincat Limited and a certain George Grech was their contact person. Defendants visited 'Villa Dynasty', plaintiff's property, and the parties signed a lease agreement dated 4th July, 2003[6].

This rent commenced with effect from the 1st of July 2003. Parties declared that '*the duration of the lease shall be a minimum of five (5) years from said date. Upon the expiration of the said five (5) year term, parties hereby agree to renew the lease for further five (5) year periods, for a total of twenty (20) years from the commencement date, on condition that the rent is increased reflecting the rise in the cost of living.'*

It results that defendants vacated the premises on the 31st July, 2006. They claim that they left because the premises had become uninhabitable.

Plaintiff did not accept back the keys of the premises. Thus, defendants were, amongst other things, calling upon plaintiff to take the keys which they at first left with their lawyer. However, when it was evident that plaintiff was not going to take possession of the keys, defendants deposited the keys in the Court Registry on the 30th October, 2006. Plaintiff declared in his affidavit that the key remained in the Court Registry until five years elapsed from the date of the agreement. Plaintiff also declared that in the acts of the case number 131/06PC in

[6] Dok A at fol 9 of the file

the names of 'Wright vs Stellini', an on-site inquiry was held in the house in December 2009. After this on-site enquiry he filed an application in Court to withdraw the keys.

To start with, this Court will not go into the issue whether defendant's claim as to why they vacated the premises prior to the five-year period has elapsed. In fact, the determination of the parties' legal position with respect to the aspect of termination of lease and whether spouses' Wright were justified in leaving the property together with the determination of whether they are to pay the outstanding rent for the period mentioned in the contract between the parties is still *sub judice.*

First of all, it is an established principle that the lessee must make use of the thing let to him as a *bonus paterfamilias.* It is also a presumption created by law that where no description of the condition of the thing let has been made it is presumed that the lessee received the thing in good condition[7]. Article 1561, then, states that *'the lessee is liable for any deterioration or damage which occurs during his enjoyment, unless he proves that such deterioration or damage has occurred without any fault on his part'.*
In the present case, according to the lease agreement the property was leased as 'furnished'. No inventory was drawn up.

Defendants state that they were interested in unfurnished premises. When they visited the property they told George Grech of their wishes and in fact Grech phoned to inform them that plaintiff had agreed with the owner that they could remove any unwanted furniture or things and they could use their own. Yet, this agreement remained verbal. Defendants, however, never sustained in these proceedings that the leased house was unfurnished. In fact they stated that they kept spare bedrooms, the kitchen and parts of the corridor. However, plaintiff himself

[7] Following the amendments introduced by Axt X of 2009, it was specified that this presumption *'shall be in the absence of any proof to the contrary'.*

stated in his affidavit that *'I told the defendants to put the things that they did not want to use in the garage or in the store'.*

As has already been said, plaintiff is suing defendants for damages. The damages which are being claimed by plaintiff were listed by him at fol. 11 and 12 of the acts of this case. In total he is claiming the sum of €6840.59. These claims will be dealt with one by one.

(i) Purchase of washing machine and water heaters - €500

Plaintiff is stating that the existing ones used by defendants suffered irreparable damages.

To start with, the photograph in page 26 shows that there is rust on the washing machine but this does not necessarily mean that it had broken down. No proof in this regard was brought forward.

Plaintiff testified[8] that he had bought a washing machine three months before defendants went in the property. He could not produce a receipt nor recall from where he bought it though. Defendants state that when they rented the place, the washing machine had rust on it but plaintiff denies this. This machine was placed in the shaft which is roofed with corrugated plastic. Although plaintiff stated that he put it in the shaft on defendants' demands it results from a photo[9] taken on defendants' first visit to property that this was already there and some rust is already evident. Thus, plaintiff has not proven that the washing machine was brand new. Defendants stated that upon vacating the premises this washing machine was still functioning properly. It is to be noted that defendants left premises on the 31st July 2006. Plaintiff stated that the first time he entered premises was in December 2009. The Court understands that plaintiff did not accept the keys to safeguard his rights. However, the five-year lease

[8] 13/10/2010 at fol 122
[9] At fol 46

period expired on the 31st June, 2008. Plaintiff retrieved the keys only in December 2009, nearly a year and a half after expiration of the lease. The Court is also aware that there are other proceedings between the parties *sub judice* and that Stellini did not want to prejudice his position.

However, the Court points out that it is a common fact that movables used frequently such as a washing machine deteriorate through normal wear and tear. It is also well-known that if a movable is not used for a long period of time this could also result in deterioration. As pointed above, plaintiff did not retrieve the keys of the premises particularly upon the expiration of the five-year period and surely this must have contributed to the deterioration of the washing machine.

Thus, the Court is of the opinion that plaintiff has not proven that the washing machine suffered irreparable damage as he claimed. The fact that he bought another one does not mean necessarily that the machine had suffered irreparable damage. Moreover, the Court is also convinced that the washing machine was not new when defendants entered the premises and that if it were true that the washing machine had broken down then this was due to wear and tear which occurred when defendants were in the premises and after they vacated it.

As a side-note, defendants state that they left their washing machine in plaintiff's premises[10], however this is contested by plaintiff and it was not found in the premises when an on-site inspection by the Court was carried out.

As regards the water heaters, defendant Janette Wright confirmed on oath[11] that the two water-heaters in Villa Dynasty were left in working order when the premises were vacated in July 2006. She explained that the water-heaters were already rusty and not brand new when they entered the premises. She holds that the rust aggravated

[10] Fol 47
[11] At fol 48

due to water percolation which existed in said premises and which plaintiff did not fix and repair.

Plaintiff testified[12] that the water geezers were in the premises when he rented the house to defendants. He stated that when he switched them off the circuit breaker went off. When he saw that they were corroded he decided that he had no option but to change them. Again, no proof was brought forward except for plaintiff's declaration that these water-heaters were thrown away. He also stated *'I am not claiming that the defendants deliberately damaged the water heaters'.*

It is the Court's opinion that defendants are not to blame for the water-heaters' deterioration if any.

(ii) Expenses for Carpenter's Work - €1,235

According to the invoice filed[13], these works consisted in the repair of two doors, the kitchen unit, one bed and one chair and the making of a new door.

The carpenter who carried out these works is plaintiff's brother. He basically confirmed the works. As for the material used for the kitchen bench he stated it was formaica. He confirmed that his brother paid him the sum of €1,235. Defendants are correct that the amount of €188 claimed as VAT should be in any case deducted because no VAT receipt was produced.

As regards the kitchen unit, defendants stated that the plaintiff had authorized them to make alterations to the kitchen unit for defendants' appliances to be fitted therein. Plaintiff contests this. It is the Court's opinion that defendants have not proven that such consent was given and thus, they should reimburse plaintiff the amount of €349. Even though the kitchen had been there previously this does not mean that plaintiff should not be reimbursed.

[12] 28/10/2010
[13] Dok B at fol 15

As for the bed, it is evident from fol 52 which is a photo taken upon defendants inspecting and entering premises in 2003 that the bed was already broken and thus, they should not be condemned to pay for its repair. Defendants have exhibited a CD from which the dates of several photos emerge[14] and the Court is satisfied that this photo was actually taken prior to the signing of the lease agreement.

As for the repair of two doors because they were scratched, defendants claim that these doors were already damaged when they entered premises.

Plaintiff exhibited various photos to sustain his claim. He also produced Carmel Haber[15] who testified that when he went to clean the house prior to lessees going in, the doors were not scratched and were in good condition.

The Court opines that the damage which results in the photo at fol 27 cannot possibly be due to just scratching. It also results that the previous tenants had three big dogs in the house and that their dogs had caused damage to his property so much so that he instituted judicial proceedings against his previous tenants. Thus, it has not resulted that defendants' animals were the cause of the damage.

As for the other two doors, defendants claim that their dogs and cats were not taken in the property until late September 2003 and the photo at fol 55 was taken on the 2nd August 2003. Now, faced with these conflicting version of events, the Court still finds defendants' version more of a truer version – the scratches on the door at fol 55 are scratches which certainly must have been done by big dogs and over a certain period of time. In front of the Small Claims Tribunal in the case he filed against his previous tenants, on the 25th September 2002, Emanuel

[14] Doc ES 18 to Doc ES 24
[15] Cleans houses

Stellini held *'il-klieb ghamlu xi hsarat konsistenti fi grif, fi tlett bibien li ghandi god-dar…'* Then on the 22nd November, 2002 he stated *'These works have still not been carried out and the damage is still there'.*

(iii) <u>Accessories for Plumbing - €92</u>

Plaintiff testified that the receipt was for the circuit breaker. However, the VAT receipt filed at fol. 16 dated 3rd May 2010 issued by Dominic Department Stores does not specify what items were bought. Thus, the Court cannot admit these costs as damages suffered by plaintiff.

(iv) <u>Bedspreads, pillows and sheets - €369.60 + €210</u>

Plaintiff claims that he had to buy pillows and sheets because the ones used by defendants went missing. He exhibited a VAT receipt[16]. In his affidavit he stated[17] that in every room he had 4 sheets, 4 pillow cases and 2 bedspreads. The house has 5 bedrooms in all and all these objects were, according to him, missing from all the rooms. On the 26th November, 2010[18] he stated that the bedspread at page 30 is not the same bedspread that was on that bed when the Wrights moved in the house, and with respect to the photo on page 33, those are not his items or his belongings. Moreover, he stated that the bedspreads that were in the house when defendants moved into the house were not new.

Plaintiff also refers to the photos exhibited by Patricia Lane[19] which are dated 11th June, 2003 and which show

[16] Dok C at fol 16
[17] Fol 104
[18] Fol 137
[19] PL 1, PL2, PL3, PL7, PL8, PL10, PL11, PL13, PL19, PL20 and PL21

that each bedroom had bedspreads. Although it seems that there were pillows, yet sheets are not evident.

Defendants claim that these photos were not truly taken on 11th June 2003 but after they actually entered the premises. They deny stealing plaintiff's bedspreads and declared that they left all his property where they found it. Whilst they occupied the premises they used their own bedspreads and sheets and their pillows and of course they took them with them on leaving.

With reference to photos exhibited by Patricia Lane, the person who took the photographs was not produced as witness to confirm them. They are dated 11th June 2003. It is to be noted that George Grech stated *'I saw no quilts. If I'm not mistaken, we only saw mattresses on the beds….I do not exclude that there were some sheets but definitely not quilts'*[20].

On the basis of the above, the Court is not first of all convinced that there were any sheets when defendants entered the premises – plaintiff knew that they were looking for unfurnished property; also, defendants had previously lived in a rented flat in Mellieha and they brought their belongings with them.

Defendants also exhibited photos which they took upon vacating premises in which it result that they left the pillows behind them. Plaintiff argues that defendants could have taken the things after the photo was taken. This could be true, however the defendants' version throughout these proceedings has been more credible than plaintiff's.

As for the bedspreads, the above-mentioned reasoning applies. Bedspreads, if any, were not new; defendants used their own; and, plaintiff only exhibited an estimate marked as Dok. J[21] which gives no indication as to who prepared it and for where and what material is being

[20] Fol 306
[21] Fol 25

suggested to be used. Such document is not even signed. It cannot be accepted as sufficient proof by this Court and that damages have been proven.

(v) <u>Purchase of lightbulbs, lampshades and chandeliers - €1339.28</u>

Plaintiff is claiming that when he entered the property in December 2009 he found out that the light bulbs and lampshades were either missing or broken. He refers to the photos exhibited by Patricia Lane which show that there were lampshades and chandeliers in the premises. On the other hand, defendants' photos show that there were not lampshades in each room[22].

Lawrence Zammit Haber[23] also confirmed that he put up one chandelier. He confirmed that the chandeliers which were in the premises were those shown at fol. 59. Defendants claim that where there were chandeliers they left them in the premises. As for the chandelier in the kitchen they held that they removed it with plaintiff's permission upon entering the premises. The old unit was returned to plaintiff. When they left the property they took their ceiling fan which was replaced by a hanging filament and bulb. They state that the bulbs in the property were all there upon vacating. They had ceiling fans in most rooms which they removed.

However, as a matter of fact it results from plaintiff's photos taken when Magistrate Coppini carried an on-site inspection no light bulbs were found in the property.

With regards to this claim, plaintiff exhibited Dok E[24] which is just an estimate.

Moreover, defendants have also exhibited Dok AE 17 and Dok AE18 which were taken during the site visit with Magistrate Coppini which show that somebody might have entered Villa Dynasty before this site-visit held on

[22] Fol 61 and 62
[23] Fol 120
[24] At fol 17

December 2009. Plaintiff testified that the first time he entered his property, after the lease agreement and thus after lessees vacated the premises was during this on-site visit.

Now, having seen the photos marked as Dok AE 17 and Dok AE 18, having resulted that defendants took with them the ceiling fans belonging to them, that any chandelier which was in the property was removed and given to Mr. Stellini this Court is not convinced that defendants took away from the property any light bulbs, lampshades and chandeliers. The photos taken upon vacating the premises show otherwise. Moreover, it cannot be excluded that someone entered the premises whilst such premises were unoccupied. Plaintiff's allegation in his affidavit that although defendants deposited the keys in Court does not mean that they did not have a copy of keys and that therefore the things could have been taken from the house any time before the on-site inquiry is purely an allegation and has not been proven in any manner.

(vi) Rental Meter Charges - €270.83 + €140

Plaintiff explained[25] that he recalls that someone knocked at his door (Villa Stellini which is very close to Villa Dynasty) and told him that he wanted to read the meters in Villa Dynasty. He accompanied him and when he knocked Mrs Wright opened the door but asked him to leave.
Thus, he left. He did not check with the Water Services Corporation whether the outstanding bills were paid by defendants at the time. He was contacted by an employee of the Water Services Corporation and was told that if he wanted to transfer the meters onto his name he must call at their office. He stated that he went to ARMS Limited to have the meter transferred onto his name when the keys were collected from Court. He does not know whether defendant Jannette Wright had already signed the relevant documentation so that the transfer is completed.

[25] Fol 136-137

Water Services Corporation replaced the meters because the seals were broken. He also paid a reconnection fee because defendants were not paying the bills. He thus paid the outstanding dues and electricity was restored. He also testified[26] that the dues represented meter rentals.

Defendants exhibited Doc ES 12[27]. These documents prove that they paid in full the water and electricity bill due for their stay in the premises. They paid up until the end of July 2006 as was confirmed on oath by defendant[28] and as per receipts[29]. At the end of July 2006 two official meter readers took the relative readings and defendants paid at a later stage. The Lm200 deposit originally paid by them to the Corporation was refunded and defendant Jannette Wright signed the release forms for the meters to be reverted to plaintiff's name. Plaintiff did not sign such forms and thus, Jannette Wright submitted a sworn affidavit[30] as advised by the Corporation. Defendants corresponded with the Corporation through several legal letters.

Defendants deposited the keys in Court and thus, they insist that they are not to be held responsible for any pending bills covering any period subsequent to the end of July 2006.

It is to be noted that although plaintiff filed two receipts which he paid evidently for the account number relating to these premises, yet he presented no evidence as to why such amounts were paid. These receipts are dated 9th April 2010. It is to be noted that the five-year term for the lease agreement had elapsed for nearly two years. Moreover, till January 2011 defendants have received another bill which puts some doubt as to whether plaintiff signed all the necessary forms so that the meter reader be transferred once again onto his own name. The Court is in no position to verify why these amounts were paid.

[26] Fol 117
[27] Fol 65 till 71
[28] Fol 44
[29] Fol 338-341
[30] Fol 70-71

Plaintiff could have summoned Water Services Corporation to explain. Yet he did not.

Consequently, the Court is in no position to award these amounts to plaintiff.

(vii) Expenses paid for membrane and veranda - €1255.53

Plaintiff wants to be reimbursed for the expenses which he incurred in doing works in the veranda and in installing membrane on the roof. He states that these were carried out upon defendants' demand and thus they must pay for such works.

Defendants argue that this is completely unacceptable because these works were done to an alleged fault in the structure of the premises and that these works were needed to be done to avoid water percolation. They claim that these works were of an extraordinary nature and, hence, should be borne by plaintiff in accordance with the general principles of law.

According to the lease agreement, Clause 6 stipulated '*It will be lessees' responsibility to carry out all maintenance works which may from time to time become necessary both internally and externally in the premises'.*

Hence, the issue which must be decided upon revolves around the question whether the works carried out fall within the ambit of 'maintenance works'.

Plaintiff in his affidavit[31] states that before defendants went to see his house, he spent around Lm6,000. Amongst the works carried out was the installation of new membrane on the upper roof. John Rapa[32] stated that the work on membrane was done before the approach of Summer 2003. He did not cover the whole roof with membrane but only parts of it. As regards the veranda

[31] Fol 102
[32] Fol 118

Rapa stated that when defendants rented the premises he went to do the veranda. They told him that water was seeping in. It did not seem to him that water could leek from anywhere. He pulled out the tiling of the veranda in order to lower the level. He finished the veranda with the floor slanting towards the outside. Plaintiff paid him for the works carried out.

As regards membrane done in 2006, Joseph Cini[33] stated that he was informed that water was seeping through the roof. He said *'From what I saw when I visited the place, it was necessary to carry out works on the roof and I confirm that it was necessary to do the waterproof membrane'.* He also said *'The roof was a concrete roof and it was old. In my opinion the membrane was essential'.* During his cross-examination he replied *'Mr. Stellini paid for the works. At no point in time did the defendants tell me that I had to put a protective layering on the membrane'.*

During the on-site visit held on the 4th March 2011, defendants claimed that at no point did they request or insist with plaintiff that he should lower the floor and change tiles. They complained that when it was torrential rain and the wind was blowing in the direction of Villa Dynasty the water was hitting the exterior wall and water was seeping into the dining room. The plaintiff confirmed that he chose the workers, he agreed on the price with the workers and he also chose the tiles used in the verandah.

This Court, basing itself upon the evidence produced, agrees with defendants' submission that these works carried out were of an extraordinary nature and thus plaintiff's responsibility. It is evident that these works were necessary because the works which had previously been carried out in the house had not been sufficient. The Court notes that at no stage plaintiff alleged that these works were carried out because defendants did not carry out any maintenance works as was their legal and contractual duty. The Court also notes and is convinced that when the

[33] Fol 127

works resulted to be necessary plaintiff accepted that it was his responsibility at law so much so that he did not involve defendants at all when it came to the workers, to the price and to choose the tiles. Also, defendants did not leave until end July 2006. During the interim period between when the works were done till they left it did not result that plaintiff demanded payment for these works from defendants. This convinces the Court that plaintiff is expecting to be paid simply because the relationship between the parties turned sour.

(viii) Curtains - €1406.35

Plaintiff refers to photos exhibited by Patricia Lane from which, according to him, it results that all the rooms had curtains. Carmel Haber and John Rapa also state that the premises were furnished with curtains. However, plaintiff states that all the curtains went missing, were thorn or in a bad state. Defendants, however, contest this and state that the only curtain which existed in the premises were sheers as shown in Document ES15a. Upon renting the premises, spouses Wright installed aluminium apertures at their own expense. These were also left in the premises when they left. Defendants hold that when they entered the premises they used their own curtains which they took with them upon leaving.

George Grech stated[34] *'I do not recall that there were curtains in the house'.*

Photos exhibited by Patricia Lane are dated 11th June 2003 – defendants were not even in the picture. It does not prove that that when defendants entered the premises the curtains were still there. In fact George Grech who visited the premises together with defendants after the date which appears on the photos does not recall curtains in the house.

[34] Fol 306

It must also be pointed out that when plaintiff filed a lawsuit against his previous tenants, he also claimed that the curtains were damaged or were missing.

Moreover, this Court refers to the transcript of the on-site visit from which it results that the sheer curtains originally found in the premises still exist therein, and even though plaintiff hid them they were found in a wardrobe during the court inspection. The explanation brought forward is not credible particularly because no receipt was produced.

Finally, Document I[35] upon which plaintiff is basing his claim is not dated, unsigned and does not indicate in detail what kind of curtains he intends to do. No person was summoned to confirm and explain such document.

(ix) <u>Gas Cylinders - €22</u>

Plaintiff states that he had to buy two gas cylinders since the ones which were in the premises went missing.

No receipt has been presented and thus, this remains as not being proven.

Consequently, for the above reasons the Court is deciding plaintiff's demands and defendants' pleas by

(i) Rejecting defendants' first plea;
(ii) Rejecting defendants' plea of prescription;
(iii) Acceding to plaintiff's demand limitedly and declares that defendants owe to plaintiff by way of damages the amount of three hundred and forty-nine euro (€349),
(iv) Condemns defendants to pay the sum of three hundred and forty-nine euro (€349) by way of damages to plaintiff against legal interest which starts to run from the date of this judgment till payment is effected.

[35] Fol 23 and 24

Costs of the first and second plea are to be borne by defendants, the rest of the costs are to be borne as to nine-tenths (9/10) by plaintiff and the remaining one-tenth (1/10) by defendants.

< Sentenza Finali >

----------TMIEM----------