CONSUMER CLAIMS TRIBUNAL

In the Acts of Claim CCT 19/26/F

Gustav Theile

vs

Aparthotel Adagio Malta, and by means of a decree delivered on the 9th March 2026, the name of the defendant was amended to read A.H. Limited (C-77799)

Today, the 16th March 2026

The Tribunal:

Having seen the Notice of Claim filed by the applicant on the 24th January 2026;

Having seen the Reply filed by the defendant company on the 3rd March 2026;

Having heard the testimony of the Applicant as well as Alain Masson on behalf of defendant entity;

Having seen the documents exhibited by the parties;

Having seen all the acts of the Claim;

Having noted that the Claim has been put off for judgement.

Considered:

Whereas the Applicant was a guest at Aparthotel Adagio Malta, Msida together with his partner Sun Yuejie and complains that the service provided was afflicted by various deficiencies, the greatest of which was the fact that a piece of wood fell on his partner's foot and injured him. Through the instant proceedings, the applicant is claiming compensation in the sum of six hundred and forty Euro and two cents

(€640.02). Though not specifically explained by the Applicant, the Tribunal understands that the sum being claimed is composed of a full refund of the amounts paid for the stay as well as medical expenses incurred by Sun Yuejie to treat his injured foot, for which fiscal receipts were in fact exhibited.

Whereas in its reply, the defendant company replied that the applicant's claim is unfounded because the service provided was up to standard and regarding the injury, the breakage of the furniture was not caused through any shortcomings attributable to itself.

Whereas it should also be noted that the preliminary plea brought forward by the defendant entity regarding its nomination used in the statement of claim has been addressed and the acts have been duly amended to reflect the correct name and company registration number.

Whereas the Applicant complains that the room provided was smelly and devoid of natural light and it was only after he made repeated complaints that he was offered an 'upgrade' against an additional payment of €30 per night, which he accepted. He further complains that the air conditioning unit in the new room was leaky and particularly that when his partner tried to pull out part of the kitchen unit thinking it was a drawer, a wood panel fell onto his foot causing injury to his toe.

Whereas the defendant entity rebuts that even though the Applicant's complaints are unfounded, as a sign of goodwill the hotel did not charge any additional fees for accommodation and breakfast of the Applicant's partner, since the original booking was for only one guest. Interestingly, although the Applicant complains that the holiday was ruined due to the injury to his partner's toe, Alain Masson the General Manager, declared that he did not manage to speak to them in person over a three-day period as they were always out of the hotel. Finally, it is stated that although the furniture panel was broken by the Applicant's partner, it was fixed on the same day without any charge being imposed on the client.

Whereas on the merits, the Tribunal considers that the injury suffered by the Applicant's partner can be attributed solely to his own actions, so therefore, theoretically, no compensation in relation to this injury is due by the defendant entity. That established, it is pertinent for the Tribunal to point out that the instant claim was instituted solely in the name of the Applicant Gustav Theile and his partner, Sun Yuejie, who purportedly suffered the injury, is nowhere indicated as a claimant in these proceedings. Thus, this Tribunal is in any case legally precluded from making any awards in his favour.

Whereas in relation to the remainder of the Applicant's claims, after considering the matter particularly in light of the principles of equity and substantive justice contemplated under Article 21 of Chapter 378 of the Laws of Malta, the Tribunal considers that the fact that the defendant entity provided free accommodation and breakfast to the Applicant's partner constitutes fair compensation for any minor shortcomings which there might have been with the condition of the rooms offered to the Applicant. Thus, there is no legal or factual justification for any ulterior remedy.

Decision:

Therefore, for the abovementioned reasons, in the circumstances, after having seen Chapter 378 of the Laws of Malta, the Tribunal hereby decides this Claim by rejecting it in its entirety.

Each party shall bear own costs.

Avv. Mattia Felice LL.B., LL.D. (Melit.), ECPC-B (Maastricht)
Arbiter