

**IN THE CONSUMER CLAIMS TRIBUNAL MALAYSIA
AT MIRI, SARAWAK**

CLAIM NO.: TTPM-Q-(P)-102-2022

BETWEEN

THIAN CHIA CHIA

... CLAIMANT

AND

FUNG DESIGN STUDIO

... RESPONDENT

GROUND OF JUDGMENT

Facts

1. Parties on 06.04.2022 agreed that Respondent supply and installed kitchen cabinets at the Claimant's newly built house.
2. Parties agreed the supply and installation of the kitchen cabinets cost RM13,500.00 (total sum).
3. The Claimant on the 07.04.2022 paid 40% (RM5,400.00) of the total sum to the Respondent as deposit for the supply and installation of the kitchen cabinets.

4. The Respondent sent the Claimant the schedule of payment and completion dates of the kitchen cabinets and the Respondent fixed the 18.06.2022 to be the completion date for the installation of the kitchen cabinets and 19 – 22.06.2022 as the repair period.
5. The first batch of the kitchen cabinets were only sent on 06.06.2022 and the Respondent asked for further 15% (RM2,025.00) payment of the total sum.
6. After the Respondent started installing the first batch of the kitchen cabinets the Claimant paid 15% (RM2,025.00) of the total payment. The Claimant has paid the sum of RM7,425.00 out of the total sum of RM13,500.00
7. On the 15.06.2022 the Respondent sent the second batch of the kitchen cabinet.
8. On the 28.06.2022 the installation of the kitchen cabinets was still not completed.
9. On the 01.07.2022 the Claimant noticed that some part of the kitchen cabinet installed was cracked.
10. On 18.08.2022 the Respondent sent their plumber to install a sink as part of the kitchen cabinets. The installation of the sink was not done properly. The Claimant found on the 19.08.2022 that the plumbing work for the sink has caused flooding at the kitchen causing the kitchen cabinet to be wet and it's formica laminate to peel.

11. The Claimant states that the cracked and peeled formica laminate of the kitchen cabinets were never repaired by the Respondent.
12. Then there were subsequent disagreements between parties as to payment.
13. The Claimant informed the Respondent that she will pay the balance of total sum once the installation of the kitchen cabinets is completed per the schedule of payment of the Respondent.
14. The Respondent wanted the Claimant to pay at least 90% of the total sum by 25.08.2022 and threaten to dismantle the kitchen cabinets if the Claimant failed to do so.
15. The Claimant felt threaten and lodge police report on 24.08.2022.

Claimant's claim

16. The Claimant claim for refund of RM7,425.00 as the kitchen cabinets was damage and incomplete.

Respondent

17. The Respondent:
 - a. Failed to file their Defence and Counter-claim.
 - b. Did not appear for the Tribunal hearings on the 24.10.2022 and 10.11.2022 despite Form 1 and Form 4 being served on the Respondent.

Decision – Award Form 5

18. The Tribunal therefore make the following award:

- a. The Respondent is to refund the sum of RM7,425.00 to the Claimant within 14 days from the day the Award is received by the Respondent.
- b. The Respondent is to dismantle and removed the kitchen cabinets installed within 7 days after the refund is made to the Claimant.

Dated: 10 November 2022

t.t

JOSEPH KAHELL BALENG
PRESIDENT CONSUMER CLAIMS TRIBUNAL
MALAYSIA