

1 **IN THE GRAND COURT OF THE CAYMAN ISLANDS**  
2 **CRIMINAL DIVISION**

3 **Neutral Citation Number: [2025] CIGC (Crim) 69**

4 **INDICTMENT NO: 10 of 2025**

7 **R**



9 **V.**

11 **JOHAN ALBERTO PAZ**

15 **Appearances:** **Ms. Andrea Johnson, Crown Counsel, Office of the Director of Public**  
16 **Prosecutions for the Prosecution**

18 **Mr. Oliver Grimwood, Samson Law for the Defence**

21 **Before:** **The Hon. Justice Cheryll Richards KC**

23 **Submissions Heard:** **19<sup>th</sup> November 2025**

25 **Sentence Judgment:** **27<sup>th</sup> November 2025**

29 ***Criminal Law – Sentencing, Theft contrary to s.241 of the Penal Code (2022 Revision), Application of the***  
30 ***Cayamn Islands Sentencing Guidelines.***



**SENTENCE JUDGMENT**

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1. The defendant is before the Court for sentencing following his guilty pleas to three offences of Theft contrary to s.241 of the *Penal Code* (2022 Revision).
2. The particulars of Count 6 are that he on or after the 5<sup>th</sup> day of August 2023, within the jurisdiction of the Cayman Islands, stole the sum of KYD\$1,150 from Andre Powell.
3. The particulars of Count 7 are that he on or after the 14<sup>th</sup> day of August 2023, within the jurisdiction of the Cayman Islands, stole the sum of KYD\$425 from Rissikaith Medrano.
4. The particulars of Count 8 are that he on or after the 14<sup>th</sup> day of September 2023, within the jurisdiction of the Cayman Islands, stole the sum of KYD\$700 from Carlene Moulton.
5. The maximum penalty is 7 years imprisonment in respect of each Count.

**CHRONOLOGY**

6. The defendant first appeared before the Grand Court on the 21<sup>st</sup> February 2025. He was arraigned and entered pleas of not guilty to the Indictment which then charged five counts of Obtaining Property by Deception.
7. A trial date was set for the 17<sup>th</sup> June 2025. At the first Case Management Hearing on the 24<sup>th</sup> April 2025, the prosecution indicated that a financial investigation was to be completed and consideration was being given to adding counts of Theft to the Indictment. The Case Management Hearing form submitted by the prosecution in advance dated 22<sup>nd</sup> April 2024 stated at paragraph 17 that no plea discussions had taken place thus far.
8. There was a second Case Management Hearing on the 22<sup>nd</sup> May 2025 where it was indicated by the prosecution that financial responses were awaited.
9. On the 5<sup>th</sup> June 2025, the prosecution advised that the financial information had been received from all the financial institutions except one and that this was anticipated shortly. Both Counsel



1 indicated trial readiness and the trial date was confirmed. Up to that stage there had been no  
2 indication of a willingness by the defendant to plead to any offence.

3  
4 10. On the 27<sup>th</sup> June 2025, the matter having been listed for mention to set a new trial date, the  
5 Court was advised that the parties were in discussion as to possible pleas.

6  
7 11. On the 8<sup>th</sup> August 2025, an amended Indictment was produced by agreement. This added three  
8 counts of Theft as Counts 6 to 8. The defendant was arraigned and pleaded guilty as aforesaid.  
9 The pleas are acceptable to the prosecution. In respect of Counts 1 to 5, offences of Obtaining  
10 Property by Deception, the prosecution offers no evidence. Formal verdicts of not guilty are  
11 entered on these Counts and the defendant is discharged thereon.

12  
13 **THE FACTS**

14  
15 12. The prosecution has provided a summary of the facts.

16  
17 **COUNT 6 – VICTIM ANDRE POWELL**

18  
19 13. In relation to Count 6, in August 2023, the defendant placed an advertisement on a local website  
20 Ecastrate for an apartment available for rent located at 98 Capt. Joe and Osbert Road in West  
21 Bay.

22  
23 14. Andre Powell saw the advertisement on the 5<sup>th</sup> August 2023. He contacted the defendant, met  
24 with him and paid him a deposit of \$500.00. Mr. Powell received a receipt for the money and  
25 asked to see the defendant's identification. He was told by the defendant that the identification  
26 was not available. This was not provided at a later date as the defendant had promised.

27  
28 15. The defendant showed Mr. Powell a room which was not the room which had been advertised  
29 and said that the advertised room was still occupied by the current tenants.

30  
31 16. On the 15<sup>th</sup> August 2023, Mr. Powell paid the defendant a further \$650 for the first month's  
32 rent. The agreed move-in date was the 30<sup>th</sup> August 2023. On that date the defendant told Mr.  
33 Powell that the current tenants still occupied the room, and the move-in date was pushed back



1 by two weeks. When the defendant made another attempt to change the move-in date, Mr.  
2 Powell requested a refund.

3  
4 17. The defendant agreed to repay the funds on the 22<sup>nd</sup> September, 2023. He failed to do so and  
5 Mr. Powell made a report at the George Town Police Station. The defendant was contacted by  
6 the police and he said that he would repay the funds on certain dates. He failed to return the  
7 monies on the dates promised. Mr. Powell's deposit was eventually repaid.

8  
9 **COUNT 7 - VICTIM RISSIKAITH MEDRANO**

10  
11 18. On the 14<sup>th</sup> August 2023, Rissikaith Medrano saw an advertisement posted by the defendant  
12 for the rental of an apartment at Birch Tree Hill Road, West Bay. It was for an all-inclusive  
13 room with a monthly rent of \$675.00. She met with the defendant and paid him a deposit of  
14 \$425.00. The defendant told her that she could not see the room as it was occupied.

15  
16 19. Ms. Medrano was due to move into the room on the 3<sup>rd</sup> September 2023, but this did not take  
17 place. When she contacted the defendant on that day, he told her that she could not move in as  
18 the tenants were still in the apartment. The move-in date was repeatedly pushed back, and on  
19 the 15<sup>th</sup> September, the defendant said that he would return the deposit. The defendant repaid  
20 \$200.00 and owed the balance of \$225.00.

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22 **COUNT 8 – VICTIM CARLENE MOULTON**

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24 20. On the 14<sup>th</sup> September 2023 Carlene Moulton met with the defendant and paid a deposit of  
25 \$700 for a room located at 98 Capt. Joe and Osbert Road, West Bay. She was assured that her  
26 move-in date was the 18<sup>th</sup> October, 2023. She was later informed by the defendant that he was  
27 having an issue with the current tenants and she requested the return of her deposit on the 15<sup>th</sup>  
28 October 2023.

29  
30 21. On the 31<sup>st</sup> October 2023, the defendant indicated that he would need to refund Ms. Moulton  
31 as the tenant had not moved out. He said that he was in Cayman Brac until the 7<sup>th</sup> November



1 2023 as a reason why the money could not then be returned. At another stage he gave the excuse  
2 that his bank account was on hold. The money was not then returned to Ms. Moulton.

3  
4 22. Inspector Kevin Bogle commenced investigations into a report of obtaining property by  
5 deception on the 27<sup>th</sup> November 2023.

6  
7 23. Several attempts were made to contact the defendant by phone calls and visits to his home  
8 address with no response. On the 9<sup>th</sup> January 2024 a 'Wanted Poster' was  
9 circulated within the police service for the arrest of the defendant. He was arrested and detained  
10 on the 17<sup>th</sup> January 2024. He was cautioned and he remained silent. He was subsequently  
11 released on bail pending interview. However, he failed to attend any of the scheduled interview  
12 dates.

13  
14 **VICTIM IMPACT REPORTS**

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16 24. The Department of Community Rehabilitation ("DCR") has provided a Victim Impact Report  
17 ("VIR") in respect of Andre Powell dated 13<sup>th</sup> October 2025.

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19 25. Mr. Powell states that it was on the day that they were to move into the property that the  
20 defendant advised them that it was still occupied by tenants. He and his partner were forced to  
21 seek accommodation with a co-worker because they had already given notice to his landlord  
22 and their lease could not be extended. He had to sleep on the floor and after an encounter with  
23 a centipede he slept in his car. The defendant gave various move-in dates which all passed. He  
24 reported the matter to the police and asked for a refund. At one stage the defendant told him  
25 not to call back his phone. The defendant promised on different occasions to pay the refund but  
26 it was only after Mr. Powell threatened to report the matter to a news organisation that the  
27 defendant repaid him the deposit and rent. The Probation Officer's assessment is that Mr.  
28 Powell was most impacted at the financial and social levels and that the overall impact on him  
29 was significant taking into consideration the displacement and hardships that arose as a result.

30  
31 26. There is a brief note from DCR in respect of victim Carlene Moulton which is dated the 1<sup>st</sup>  
32 October 2025. Ms. Moulton seeks compensation and states that she had to move out of her  
33 accommodations for this room which was to be rented from the defendant. She had to sleep on



1 a mattress in someone's living room after the defendant told her that the room was not available.  
2 In addition, she had to borrow funds from someone. She said that she called her mother  
3 overseas and cried and to this day cannot get the situation out of her mind.  
4

#### 5 **ANTECEDENT HISTORY**

6  
7 27. The defendant has an antecedent history for offences of Causing Fear and Provocation of  
8 Violence, Disorderly Person, Drunk and Disorderly Person, and Breach of Curfew in 2015,  
9 2019 and 2021. His most recent convictions are for Causing Harassment, Alarm or Distress and  
10 Common Assault for which he was sentenced to a two-year Probation Order in October 2020.  
11

12 28. There are no convictions for offences of a similar nature to the instant offending.  
13

#### 14 **SOCIAL INQUIRY REPORT**

15  
16 29. The DCR has provided a Social Inquiry Report dated 26<sup>th</sup> September 2025, ("SIR") in respect  
17 of the defendant. The defendant is thirty four years old, married with two children, the youngest  
18 of whom is five years old. His early years were difficult due to domestic abuse in the home and  
19 the subsequent separation of his parents. He graduated High School without incident and sought  
20 full time employment. He has maintained employment in various jobs and is said by the  
21 Probation Officer to have displayed a positive work ethic and to understand the importance of  
22 being in stable employment. He does have alcohol misuse issues and has engaged in  
23 counselling as part of the recent Probation Order.  
24

25 30. The defendant was assessed as being at medium risk of re-offending. The Probation Officer  
26 records that the defendant's history of offending behaviour suggests an attitude that is  
27 supportive of crime and a sense of entitlement that he can act as he wishes regardless of the  
28 consequences. The defendant is said to have acknowledged that his actions may have  
29 contributed to the victims suffering from financial difficulties but did not demonstrate insight  
30 into how they may have suffered emotionally from being the victims of crime.  
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1 **THE SUBMISSIONS**

2  
3 31. Both Counsel refer the Court to the *Cayman Islands Sentencing Guidelines* for the offence of  
4 Theft which were issued in 2024. Defence Counsel notes that these post date the offending but  
5 that no issue is taken with them being applied to the instant case.

6  
7 32. The prosecution submits that the offending is one of medium culpability because there was  
8 some degree of planning involved. Counsel says that the defendant posted an advertisement on  
9 Ecastrate for the rental of a room. Thereafter he met each victim, took their monies and  
10 provided them with receipts for the transactions.

11  
12 33. It is argued that this was a planned and structured attempt to deceive the victims into handing  
13 over sums of money and that the defendant also breached the trust and responsibility which he  
14 owed to them after the contractual arrangements were in place.

15  
16 34. The harm is said to be at the medium level given the amounts involved. Counsel submits further  
17 that the persons affected are vulnerable persons who are of very little means and who were  
18 seeking reasonable and affordable accommodations.

19  
20 35. However, in respect of Mr. Powell and Ms. Moulton, it is argued that there was significant  
21 additional harm above the medium level. Counsel argues that Mr. Powell was specifically  
22 inconvenienced as he relied upon the arrangement and gave notice to his landlord of his  
23 intention to leave his then accommodation. He and his partner were left without housing  
24 accommodation and were forced to sleep at a co-worker's house. Mr. Powell slept on the  
25 ground initially and then he slept in his vehicle. He incurred additional financial harm as he  
26 had to pay to be accommodated at the co-worker's residence. The distress caused by the actions  
27 of the defendant also impacted another person, Mr. Powell's partner.

28  
29 36. In relation to Ms. Moulton, Counsel submits that this victim had a similar experience. Ms.  
30 Moulton moved out of her apartment and was forced to sleep in someone else's living room.  
31 She is still troubled by the experience. She was also economically impacted as she was forced  
32 to borrow funds and repay them as a result of the defendant's actions.



1 37. The starting point for an offence of Medium Culpability and Category 3 harm is 12 weeks  
2 custody with a sentence range of community order to 36 weeks custody.

3  
4 38. Counsel for the prosecution submits that there are six aggravating factors as follows: -

- 5  
6 i) The offending involves multiple complainants.  
7 ii) The offence is not one-off nor an isolated incident; Monies were taken  
8 from different victims over a period of two months.  
9 iii) The defendant's actions affected the living arrangements of the victims  
10 which resulted in a high level of inconvenience.  
11 iv) Delay/stall tactics were engaged when the victims requested the return of  
12 their deposits.  
13 v) Some victims had not been restituted  
14 vi) The offences were committed on vulnerable victims. Counsel submits that  
15 the rental market in the Cayman Islands is such that lower income earners  
16 are the ones usually affected by these schemes causing much financial  
17 distress to an already challenging financial situation.  
18

19 **SUBMISSIONS OF THE DEFENCE**

20  
21 39. Defence Counsel submits that the defendant assisted his mother in renting rooms at a property  
22 that she owns. His mother provided a statement to the police to this effect which was served  
23 with the disclosure to be relied upon by the prosecution.  
24

25 40. The defendant ran into difficulties after deposits were taken to secure rooms because there were  
26 sitting tenants who could not move out on time. These delays prevented these victims moving  
27 in. The defendant did not repay the deposit as soon as these issues arose, sometimes by  
28 agreement, sometimes in the hope that sitting tenants would leave.  
29

30 41. This meant that the defendant retained monies even after these victims could wait no longer  
31 and had requested their deposits to be returned.  
32



- 1 42. Counsel submits that there are no features of higher culpability and that there are some features  
2 of both medium and lesser culpability. Counsel submits that it is accepted that there was a  
3 breach of some degree of trust but there was little or no planning.  
4
- 5 43. As to harm, defence Counsel submits that the value of the funds taken would be at the bottom  
6 end of Category 3 (CI\$500 to under \$5000).  
7
- 8 44. The additional submission is that there was no actual or intended financial loss caused by the  
9 actions of the defendant.  
10
- 11 45. Counsel said that while there may have been an unacceptable delay in repayments, the funds  
12 received were either returned to the victims or have been available to be returned to the victims.  
13 Counsel notes that Mr. Powell was repaid on the 13<sup>th</sup> of October 2023. The signed receipt was  
14 provided to the Prosecution. Miss Medrano had been repaid \$125 out of the \$425 taken for the  
15 deposit.  
16
- 17 46. Counsel said that funds were available to repay Miss Moulton and Miss Medrano and had been  
18 available for a significant amount of time. The continued delay in returning the remaining funds  
19 was due to the bail conditions of the defendant which prohibited contact with the victims.  
20
- 21 47. On the first day of this sentence hearing, the Court was advised that the defendant had made  
22 bank transfers in the outstanding amounts to the victims that same day. The prosecution sought  
23 an adjournment of the sentencing in order to confirm that the monies had in fact been received  
24 by the victims. This has since been confirmed to the Court.  
25
- 26 48. Defence Counsel submits that there was no significant additional harm suffered and invites the  
27 Court to note that the *Guidelines* provide that in cases where an offender has caused a risk of  
28 loss but no actual loss the normal approach is to move down to the corresponding point in the  
29 next category.  
30
- 31 49. Moving down would mean that this is a Category 3C offence which has a starting point of a  
32 community-based sentence and a range of a fine to a community-based sentence.



1  
2 50. Counsel submits that this is a case in which despite the delayed pleas, the defendant should  
3 receive the full credit. This is said to be appropriate because the defendant had always accepted  
4 that he had taken and retained the monies for an unreasonable period. He did not accept that  
5 his actions were dishonest from the outset or that this was a scam to obtain deposits. The  
6 prosecution now accepts that this was not the case.

7  
8 51. In mitigation, Counsel submits that the defendant had offered to return the funds taken from  
9 the outset but his bail conditions prevented him from doing so. He is remorseful and has shown  
10 understanding of the effect of his actions on others.

11  
12 52. Counsel said that the defendant continues to be gainfully employed. He is a family orientated  
13 individual who engages in positive social activities. Since 2024 he has made attempts to address  
14 his alcohol consumption. He now attends church and participates in a supportive programme  
15 there.

16  
17 53. Counsel said that the defendants' actions were not dishonest from the start but arose from the  
18 situation which occurred when the tenants remained in the properties rather than moving as  
19 anticipated. The defendant then got himself into difficulties managing the tenants and deposits.  
20

21 **THE SENTENCE**

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23 54. In relation to culpability the Court's view is that in light of the facts which have been accepted  
24 by the Prosecution, this cannot be regarded as an offence of some planning. The facts accepted  
25 by the prosecution are that this was not a deceptive scam which was perpetrated on the victims,  
26 that the rooms in fact existed and the issues arose because of tenants holding over. Thus, it  
27 likely cannot be said that when the advertisements were placed, deposits and receipts taken,  
28 that these actions were part of some planned activity to commit the offences of Theft.

29  
30 55. Both Counsel accept that there was breach of some degree of trust or responsibility, the  
31 defendant having entered into contracts with the victims to act in a certain way. The Court is  
32 satisfied that this factor places the offending into the category of medium culpability.



- 1
- 2 56. As to the level of harm even if defence Counsel’s submission as to intended loss is accepted, it
- 3 is difficult to see how this could not be a case of significant additional harm given the subject
- 4 matter of the offending. This involves one of the most basic needs of humanity for shelter but
- 5 there are also two victim impact reports which detail the result of the offending. The victims
- 6 Powell and Moulton would have been homeless if not for the kindness of others. Not only did
- 7 they have to sleep on the floor and in a vehicle or in a small cramped space but there was the
- 8 inconvenience of having to pay separately for alternative accommodation when their funds
- 9 were not promptly returned to them as they should have been. This can properly be described
- 10 as a high level of inconvenience and is significant additional harm.
- 11
- 12 57. In the Court’s view the harm remains at the level of Category 3. The starting point is 12 weeks
- 13 custody in respect of each offence. The multiplicity of the offending is not treated as an
- 14 aggravating factor but will be considered as part of the overall sentence.
- 15
- 16 58. In mitigation, the Court takes into account everything said or written in the defendant’s favour
- 17 in the SIR and by his Counsel. The defendant has no previous convictions of a similar nature.
- 18 He is remorseful. He made partial restitution and has now made full restitution. All the factors
- 19 serve to reduce the sentence from 12 weeks to one of 9 weeks custody.
- 20
- 21 59. Given the chronology set out above, this is not a case where the defendant gave an indication
- 22 of a possible plea at the first reasonable opportunity. There was nothing to prevent the defendant
- 23 from giving an indication and seeking to agree a basis of plea on his first appearance before the
- 24 Grand Court before a trial date was set. However, it is a fact there was a change in the
- 25 Indictment immediately after which the defendant entered his pleas. Thus, the full one third
- 26 discount is afforded. This reduces the sentence to one of 6 weeks on each Count.
- 27
- 28 60. The Court considers the offending to be serious, noting in particular that this was not a one-off
- 29 offence but was repeated after the defendant surely must have become alive to the likely
- 30 difficulties. One would have expected him in light of what had occurred the previous month to
- 31 retain rather than spend any further deposit collected so that it could be returned promptly to
- 32 the victims. He failed to do so. This increases the serious nature of the offending.

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61. The offence involves three different victims in two different months and in the Courts view a concurrent sentence would not reflect the totality of the offending. The sentence on each of the three counts is 6 weeks imprisonment. The sentence on Count 8 is to run consecutively to the sentence on Count 6 for a total sentence of 12 weeks imprisonment.

62. The assessment of the Probation Officer highlights the need for there to be a deterrent element to this sentence. This accords with the Court’s view. However given the nature of the offending and the personal circumstances of the defendant as detailed above, a sentence of immediate custody is not unavoidable. The sentence of 12 weeks imprisonment is suspended for a period of 2 years.

63. In addition, pursuant to s.42 of the *Penal Code*, the defendant is to perform 240 hours of community service in 12 months.

**Dated this the 27<sup>th</sup> day of November 2025**



**The Hon. Justice Cheryll Richards KC  
Judge of the Grand Court**