

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**



**G 209 of 2019**

**BETWEEN**

**VELMA BAILEY**

**Plaintiff**

**AND**

**VELONEEK MESSAM BLAKE**

**Defendant**

**OPEN COURT**

**Appearances:** Mr. Colm Flanagan of Nelson Law, Attorneys for the Plaintiff (who appeared via video-link)  
Ms Veloneek Blake, Defendant in person.

**Before:** Hon. Mrs. Justice Margaret Ramsay-Hale

**Heard:** 21 July 2021

**Draft Judgment  
Circulated:** 13 May 2022

**Judgment Delivered:** 19 May 2022

**HEADNOTE**

**Property Law - Claim for an account of rents by joint proprietor of land and for payment of sums found due upon the taking of such account - Order 43**

**JUDGMENT**

**Introduction**

1. The Plaintiff, Ms Velma Bailey, and the Respondent, Ms Veloneek Blake, are joint proprietors of property registered as Block 13D, Parcel 307, commonly known as 149 Greenwood Drive, George Town ("the Property") having both been added to the Title in 2006 by the Registered Proprietor, Ms Delrose Ebanks. Ms Blake is the daughter of Ms Ebanks and Ms Bailey is Ms Ebanks' youngest sister. Although Ms Bailey is Ms Blake's aunt, the two are close in age and grew up as close as sisters.



2. The property is comprised of units which are let to residential tenants, inclusive of utilities, and one apartment in which certain family members reside. Since Ms Ebanks' passing in September 2012, the rental units on the property have been managed by Ms Blake.
3. Despite them both being entitled to the property as joint proprietors, Ms Blake considered the property to be hers - her birthright, as she put it - and, as a consequence, she did not give Ms Bailey an account of the monies earned from the rental of the units or the monies she spent on the upkeep of the property. Although Ms Blake asserts that she once gave Ms Bailey USD \$3000 towards her tuition when Ms Bailey was studying abroad, she did not attempt to share the profits arising from the rental of the units with her.
4. Ms Bailey's entitlement as a joint owner to share in the profits made from renting the property is not now disputed by Ms Blake, though she still bears some *animus* towards Ms Bailey who she believes neglected Ms Ebanks in the months before she died and subsequently contributed nothing to the management of the property.
5. On 27 November 2019, following a demand by Ms Bailey for an account of monies due to her from the rental of the units, Ms Blake produced a document to Ms Bailey's attorneys in the form of a QuickBooks profit and loss summary for the period of 1 January 2012 to 27 October 2019. The summary showed **Income** over the period of **\$239,381**.
6. Against that sum, Ms Blake set off certain expenses, namely **\$55,734** as and for **Commissions**, **\$46,969** as and for **Repairs and Maintenance** and **\$68,810** for **Utilities**, a total amount of **\$171,513**.
7. With respect to the **Commissions**, Ms Blake explained in correspondence with Ms Bailey's attorneys that this sum included monies given to Ms Bailey's sisters who needed financial assistance as well as (an estimate of) the cost of providing utilities to the family members whose apartment is also supplied with utilities for which they do not pay. It also included a sum to compensate her for the time spent managing the property.
8. The **Net Income** produced by the QuickBooks summary was **\$62,169**. Ms Blake subsequently remitted the sum of **\$31,879.59** to Ms Bailey.
9. Ms Bailey was not satisfied with the account produced and issued a Writ claiming an account of all monies received and spent by Ms Blake relating to the rental property and an order that Ms Blake pay her any sum found due. The Writ was filed and served in December 2019.
10. The Court subsequently directed Ms Blake, who acts in person, to provide an updated account setting out all the receipts and expenses relating to the property and exhibiting thereto such supporting receipts and documents as she had in her possession. Ms Blake was also directed to



verify the account by affidavit and to provide a full explanation of any amounts contained in the account which were not supported by receipts or other documents.

11. After much delay, Ms. Blake produced a spreadsheet setting out her account of the rental income for the period from 1 October 2019 to 30 November 2020 as well as the expenses incurred by her over the period. The net income derived for that period of 12 + months was, according to Ms Blake's records, **\$ 77, 004.**
12. Ms Blake paid half of that sum in the amount of **\$38,052** to Ms Bailey.
13. Ms Bailey filed a Notice of Objection setting out the omissions she asserted existed within the account given and the matter was set down for the account to be taken by the Court.

#### **THE ISSUE**

14. The sole issue for resolution is whether Ms Blake properly accounted for the rental income from the units, setting off legitimate expenses from the property.
15. In order to resolve this issue, I will need answer the following questions:
  - (1) What was the rental income from the rental units?
  - (2) What are the verifiable expenses?
  - (3) What amount is due to Ms Bailey as at the date of the hearing?

#### **Issue 1: Rental Income from January 2012 to November 2020**

16. There are at present 9 rental units. Each is rented with utilities included. Each unit currently rents for a different amount as set out in the Table below:

<b>Unit #</b>	<b>Rent CI\$</b>
<b>1</b>	<b>450.00</b>
<b>2</b>	<b>450.00</b>
<b>3</b>	<b>750.00</b>
<b>4</b>	<b>500.00</b>
<b>5</b>	<b>525.00</b>
<b>6</b>	<b>600.00</b>
<b>7</b>	<b>600.00</b>
<b>8</b>	<b>625.00</b>
<b>9</b>	<b>750.00</b>
<b>Total</b>	<b>5,250.00</b>



17. The rent is inclusive of utilities which must be subtracted to derive the net income. When tabulated by the attorneys for Ms Bailey, the sums reflected in the QuickBooks summary provided by Ms Blake of \$239,381 for rent and \$68,810 for utilities to the period ending 27 October 2019 did not tally with the receipts that she provided.
18. The tabulation exercise undertaken by Ms Bailey’s attorneys found that the receipts disclosed a rental income over the period to 2019 to be in the sum of \$256,467 and not \$239, 381 as set out in the QuickBook summary.
19. The utility bills were also tabulated by Ms Bailey’s attorneys and found to be in the sum of \$77, 797, an amount higher than that arrived at by Ms Blake. The QuickBooks summary is clearly unreliable.
20. Mr. Flanagan has performed his own calculation of the rents paid up to September 2019 using the rent receipts provided by Ms Blake as well as the spreadsheet provided by her intending to account for the period October 2019 to 11 November 2020. He has arrived at a total sum of **\$309,342** as set out in the Table below:

2012	2013	2014	2015	2016	2017	2018	2019	2020
13,950	19,635	25,950	22,400	22,400	54,075	53,975	58,632	41,600
TOTAL								309,342

21. The figure of \$309,342 is plainly inaccurate. As Mr. Flanagan pointed out, Ms Blake did not produce any rent receipts for the 12 month period between July 2015 and June 2016. Ms Blake’s evidence was that the units were unoccupied during that period as the roof was being fixed but the documentary evidence refuted that suggestion:
  - (i) The photographs which were exhibited show a small development with a simple gable roof of asphalt shingles on plywood which would not have required an extended period of time to repair;
  - (ii) A review of the rent receipts shows that a number of persons who were tenants in July 2015 were still in the premises after June 2016, namely, Wesley McKenzie, Dominic Myles, ‘Dave’, Charmaine Harrison, Diane Leslie, Wilfred O’Melley. It is possible that they moved out and then returned to the premises after the repairs



were complete, but it is more likely than not that they remained in possession for the entire period, contrary to Ms Blake's assertion; and

(iii) A cursory analysis of the bills for water supplied to the premises for that period show that there was no corresponding decline in water usage. When plotted on a simple graph there is no downward trend in consumption in tandem with what Ms Bailey says was the absence of any tenants in the premises. The water bills for January to June 2015 show an average cost of consumption of \$132 per month, when Ms Blake says the units were occupied which is less than the average rate of \$145 for July to December 2015, when she says they were not.

22. Accepting Ms Blake's assertion that the units were fully occupied in 2017, 2018 and up to September 2019 for the purpose of this inquiry, Ms Bailey proposes that the rent be averaged for those years. This would produce a monthly rental rate of 4,630.05 which, when applied to the 99 month period from September 2012 to November 2020, produces a total income **\$458,374.95**
23. Having reviewed all the records including the rent receipts, I consider that the rent receipts are the best evidence of rents received notwithstanding the gaps in the records that have been shown by Mr. Flanagan to exist, particularly with respect to the period from July 2015 and June 2016.
24. While the gaps put a question mark over Ms Blake's record-keeping, it is unlikely that she would have issued receipts in the wrong amounts at a time when she was unaware that Ms Bailey intended to claim against her for a share of the income from the premises. A review of the receipts show that she needed to record the monies paid as her tenants rarely paid on time and often made part-payments. Her records would be the only way she knew what she was owed in any month on any unit by any tenant.
25. Two things emerge from my review of the receipts. The first is that there were not nine rental units throughout the period under review. The second is that the rental rates increased over time. For these reasons I decline to adopt the broad brush approach urged on me by Mr. Flanagan which is to accept the current rental rates for the 9 units and average them over the period using the years 2017, 2018 and 2019 as a guide.
26. I make the following additional observations about the receipts: they were issued on the date that monies were paid, some were for rent due in that month, some for rent due the month before, some for part-payments only and some for full rent for that month and a payment on account of rent owed from a previous period. I have not tried to add up the sums in the receipts but have rather identified the tenant's name and the rate at which they rented their unit and the period for which they remained in possession. I have assumed that the rent was paid in full by every tenant in every month for as long as they remained a tenant. If there was no rent receipt for any person in any one month but a receipt was issued to that person in a later month, I treated the tenancy as having continued uninterrupted.



## Rental Income for 2012

27. Ms Blake said, and I accept, that there were only 7 units up to the date of her mother's death. From her evidence, I understood that her mother's two bedroom apartment was subsequently made into two additional rental units to make the 9 units which are on the premises today. Ms Blake also said that her mother's apartment was not in "livable" condition after her mother died and it was not fixed for some time. Ms Blake was unable to say with any certainty when it was fixed and 9 units became available for renting.
28. Ms Blake also said that none of the units were rented after her mother's passing because the place was "in a shambles" and needed to be fixed. However, a cursory glance through the receipts provided for 2012 show that the units were, in fact, rented out. The receipts show that the tenants who were in place in September, namely Diana Leslie, Derrick Prince, Linval Wilson, Carlene Reid and Mark Seymour were still in place in December and that two new tenants commenced tenancies in November and December.
29. In the absence of any evidence to show that Ms Bailey received any share of the income from the property from Ms Ebanks before her passing, I hold that Ms Blake has no liability to Ms Bailey for any profits arising in the months preceding her mother's demise in September 2012. I have, therefore, only assessed the rents paid from October to December 2012.
30. The receipts for 2012 show that, after Ms Ebanks' passing in September 2012, the units were rented in following sums to the following persons as set out below:

<b>2012</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Diana Leslie	-	-	-	-	-	-	-	-	-	550	550	550
Derrick Prince	-	-	-	-	-	-	-	-	-	450	450	450
Linval Wilson	-	-	-	-	-	-	-	-	-	350	350	350
Carlene Reid	-	-	-	-	-	-	-	-	-	400	400	400
Mark Seymour	-	-	-	-	-	-	-	-	-	500	500	500
Francine Whyte	-	-	-	-	-	-	-	-	-	-	400	400
Diana Atkins	-	-	-	-	-	-	-	-	-	-	400	400

31. The names Francine Whyte and Diana Atkins do not appear in any receipts before November though they appear after. Although Ms Bailey's position appears to be that all the units were



rented at all times up until 2019, it is an ordinary incidence of operating rental property that there will be periods of time when an apartment is vacant.

32. My review of the rent receipts suggests that, although there were a number of long term tenants, some of the units had a fairly regular turnover. Given the lag between tenancies which is an ordinary feature of long term renting and Ms Blake's evidence that some units needed repair, I hold for the purposes of this inquiry that Ms Whyte's and Ms Atkins' tenancies commenced in November and that the units were unoccupied in October.
33. **I assess the total rent received in 2012 at \$8,350.**

**Rental Income for 2013**

34. There are no receipts drawn to Linval Wilson or Mark Seymour after December 2012 and I conclude that they ceased to be tenants at that date. The rent receipts for 2013 provide the following information:

<b>2013</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Diana Leslie	550	550	550	550	550	550	550	550	550	550	550	550
Derrick Prince	450	450	450	450	450	450	450	450	450	450	450	450
Carlene Reid	400	400	400	400	400	400	-	-	-	-	-	-
Diana Myles	-	-	-	-	-	-	-	-	400	400	400	400
Diana Atkins	400	400	400	400	400	400	400	400	400	-	-	-
Francine Whyte	400	-	-	-	-	-	-	-	-	-	-	-
Marcus Henry	-	-	-	-	-	-	-	-	-	-	350	350
Dormanic Myles	-	-	-	400	-	-	-	-	-	-	-	-
Joel Bush	-	-	-	450	450	450	-	-	-	-	-	-
Wilfred O'Melly	-	-	-	-	-	550	575 <sup>1</sup>	575	575	575	575	575
Java Cousin	-	-	-	-	-	-	-	-	300	300	300	

<sup>1</sup> Rent increased from July 1st Receipt # 724471



35. The receipts suggest there were seven rental units, with five renting fairly steadily and two not doing as well, rather than nine rental units in respect of which poor records were kept.
36. Further, a perusal of the bills for materials and labour suggests that that some fairly substantial repairs were carried out at the premises from April through September, including repairs to the roof. Rather than ascribe a rental rate over the period for which there are no receipts, I accept the receipts as reflecting the rents paid over the period.
37. **I assess the total rent received for 2013 at \$ 27,350**

**Rental income for 2014**

<b>2014</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Diane Leslie	550	550	550	550	550	550	550	550	550	550	550	550
Wilfred O'Melly	575	575	575	575	575	575	575	575	575	575	575	575
Derrick Prince	400	400	400	400	400	400	400	400	400	400	-	-
Marcus Henry	350	350	350	350	350	-	-	-	-	-	-	-
Diane Myles	400	400	400	400	400	400	400	400	400	400	400	400
Marion Mitchell	-	-	-	-	-	-	-	-	-	-	450	450
Charmaine Harrison	-	-	-	-	-	-	-	-	-	400	400	400

38. Having considered all the evidence and taking into account Ms Blake's poor record keeping, I am satisfied and find that there were only 7 units for rent in 2014. It is impossible to accept that nine units were rented and Ms Blake failed to write a single receipt in respect of two of them. I accept and find, for the purpose of this inquiry, that the units which were occupied by Marion Mitchell and Charmaine Harrison were not rented for the months recorded in the table. I do not think it likely that Ms Blake would issue receipts to her other tenants but fail to record any rent received from the tenants of those two units, whether Ms Harrison or Ms Mitchell or not, for so many months in succession. Apart from the 12 months for which Ms Blake failed to produce any records at all, it is clear that Ms Blake kept records of the rents paid to her and by whom.
39. There are no rent receipts for Marcus Henry after May 2014, or for Derrick Prince after October, and I conclude that they ceased to be tenants thereafter.
40. **I assess the rent received for 2014 at \$26,150**



## **Rental Income for 2015**

41. It is plain from the rental receipts that the nine units became available for rent in 2015. I am satisfied and find that all nine units were rented over the course of the year: six units to the six tenants already identified in para 21 (iii) *supra* as well as to three others, namely Marion Mitchell, Keisha Hutchinson and Diane Myles. Where the receipts show that the tenants were still in the premises in 2016, I have assumed the rent was paid for the period of July to December 2015 for which no receipts have been produced.<sup>2</sup>

<b>2015</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Diane Leslie	550	550	550	550	550	550	550	550	550	550	550	550
Dave	-	-	-	400	400	400	400	400	400	400	400	400
Wesley McKenzie	400	400	400	400	400	400	400	400	400	400	400	400
Charmaine Harrison	600	600	600	600	625 <sup>3</sup>	625	625	625	625	625	625	625
Wilfred O'Melly	575	575	575	575	575	575	575	575	575	575	575	575
Dominic Myles	-	-	-	400	400	675 <sup>4</sup>	675	675	675	675	675	675
Diane Myles	400	400	400	400	400	-	-	-	-	-	-	-
Keisha Hutchinson	-	-	-	-	-	400	400	400	400	400	400	400
Marion Mitchell	450	450	450	450	-	-	450*	450*	450*	450*	450*	450*
Simone Pearson	-	-	400	400	400	400	400	400	400	400	400	400

42. No receipts were issued to Diane Myles after May. I conclude that she quit the premises in May and that Keisha Hutchinson moved into the unit previously occupied by her, given that the rent payable was the same.
43. There are no receipts for Marion Mitchell after April. I assume, for the purpose of this inquiry, that she quit her tenancy. The last two recorded receipts issued to her note that a significant

<sup>2</sup> These assumed rents are underlined

<sup>3</sup> Rent increase reflected on May 2015 receipt

<sup>4</sup> Rent increase reflected on June 2015 receipt



balance of unpaid rent was carried forward which suggests that she was having a difficulty meeting her monthly obligation.

44. Given the low vacancy rate in 2015, I assume for the purposes of this inquiry that the unit vacated by Marion Mitchell was vacant for a period of two months before it was rented again by an undisclosed person. I have ascribed full rent to the unit for the period July to December 2015 as set out in the table above<sup>5</sup>.
45. Simone Pearson's name does not appear in any 2016 receipts. I am going to assume she quit the premises in July 2015 and that the unit was empty for two months before being rented again.
46. **I assess the total rent for 2015 at \$ 48,125.**

**Rental Income for 2016**

47. The rent receipts disclose that Diana Leslie, "Dave", Wesley McKenzie, Charmaine Harrison Wilfred O'Melley, Dominic Myles and Keisha Hutchinson remained tenants from 2015 through December 2016. I have input the rent they would have paid for the period January to June 2015 for which no receipts have been provided.

<b>2016</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Diane Leslie	<u>550</u>	<u>550</u>	<u>550</u>	<u>550</u>	<u>550</u>	<u>550</u>	<u>550</u>	550	550	550	550	550
Dave	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	400	400	400	400	400
Wesley McKenzie	<u>425</u>	<u>425</u>	<u>425</u>	<u>425</u>	<u>425</u>	<u>425</u>	<u>425</u>	425	425	425	425	425
Charmaine Harrison	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	625	625	625	625	625
Wilfred O'Melley	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	<u>625</u>	625	625	625	625	625
Dominic Myles	<u>675</u>	<u>675</u>	<u>675</u>	<u>675</u>	<u>400</u>	<u>675</u>	<u>675</u>	675	675	675	675	675
Keisha Hutchinson	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	400	400	400	400	400
Simone Pitter	<u>450</u>	<u>450</u>	<u>450</u>	<u>450</u>	<u>450</u>	<u>450</u>	<u>450</u>	450	450	450	450	400
Karen Francis	<u>600</u>	<u>600</u>	<u>600</u>	<u>600</u>	<u>600</u>	<u>600</u>	600	-	-	-	-	-
Lyria Morgan	-	-	-	-	-	-	-	-	600	600	600	600

<sup>5</sup> Assumed rents for unit previously occupied by Marion Mitchell marked with an asterisk



48. With respect to the tenants Simone Pitter, Karen Francis and Lyria Morgan who appear in the receipt books for the first time from July 2016 on, I say as follows: in the absence of any explanation for the missing receipts, I make the assumption that Ms Francis was in occupation of a unit at \$600 per month from January 2016 until July which is the only recorded receipt for her and that Ms Morgan rented that unit from September on.
49. With respect to the unit rented by Ms Pitter from August 2016, I assume in the absence of any explanation that the unit was rented throughout the period.
50. **I assess the total rent for 2016 at \$56,400.**

### **Rental Income for 2017**

51. It is Ms Blake's evidence that the units were all fully occupied in 2017 but the receipts show that there were frequent changes in tenancies in the two units which rented at the rate of \$600 a month.

<b>2017</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Dave	400	400	400	400	400	400	400	400	400	400	400	400
Wesley McKenzie	425	425	425	425	425	425	425	425	425	425	425	425
Charmaine Harrison	625	625	625	625	625	625	625	625	625	625	625	625
Wilfred O'Melly	625	625	625	625	625	625	625	625	625	625	625	625
Dominic Myles	675	675	675	675	400	675	675	675	675	675	675	675
Keisha Hutchinson	400	400	400	400	400	400	400	400	400	400	400	400
Simone Pitter	450	450	450	450	450	450	450	450	450	450	450	400
Lyria Morgan	600	-	-	-	-	-	-	-	-	-	-	-
Simone Smith	-	600 <sup>6</sup>	600	600	600	600	600	-	-	-	-	-
Carla Walker	-	600	600	600	600	-	-	-	-	-	-	-
Marvalyn Powell	-	-	-	-	-	-	600	600	600	600	600	600

<sup>6</sup> Rental period c 25 January Rec # 329854. Rent is credited to February



Yonie(Uyon) Johnson	-	-	-	-	-	-	-	-	-	-	600 <sup>7</sup>	600
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52. Given the high turnover of tenants in those 2 units, I accept the receipts as accurately recording the rent received for that year.
53. **I assess the rental income for 2017 at \$54,800**

**Rental Income for 2018**

<b>2018</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Wesley McKenzie	425	425	425	425	425	425	425	425	425	425	425	425
Charmaine Harrison	625	625	625	-	-	-	-	-	-	-	-	-
Wilfred O'Meally	625	625	625	625	625	625	625	625	625	625	625	625
Dominic Myles	675	675	675	675	675	675	675	-	-	-	-	-
Keisha Hutchinson	400	400	400	400	400	400	400	400	400	400	400	400
Simone Pitter	450	450	450	450	450	450	450	450	450	450	450	450
Marvalyn Powell	600	600	600	600	600	600	600	600	600	600	600	600
Yonie Johnson	600	600	600	600	600	600	750 <sup>8</sup>	750	750	750	750	750
Moya Moxam	-	-	-	-	-	525 <sup>9</sup>	525	525	525	525	525	525
Arthur Lloyd	-	-	-	-	-	-	-	600	600	600	600	600
Natoya Johnson	-	-	-	-	-	-	-	-	700	700	700	700

54. No receipts were issued to long term tenant Dave after December 2017 and I conclude that he quit the premises and that 2018 started with 8 out of the 9 units tenanted.

<sup>7</sup> Rental period commenced 22 Oct Rec# 329940. Rent credited to November

<sup>8</sup> Rent increase recorded on Receipt 786410 dated 1 July 2018

<sup>9</sup> Rental period c 25 May Rec #786403. Rent is credited to June

55. On 25 May 2018, the 9<sup>th</sup> unit was rented to Moya Moxam. That it was a new tenancy is confirmed by the deposit of \$250 that was taken.<sup>10</sup> I have shown the tenancy in the table as having commenced in June because the rent period started near the end of May.
56. There are no receipts for long term tenant Charmaine Harrison after March from which I conclude that her tenancy terminated. The ready inference from the receipts, as shown in the table is that that unit was empty from April through June until rented to Arthur Lloyd in August. That his tenancy began in August is confirmed by the receipt for a \$200 deposit taken from him in the same month.<sup>11</sup>
57. The receipts as tabled also cause me to conclude that Dominic Myles quit the premises in July and that his unit was taken by Natoya Johnson in September, paying a deposit of \$250.<sup>12</sup>
58. **I assess the rental income for 2018 at \$53,575.**

### **Rental income for 2019**

59. In addition to rent receipts up to September 2019, Ms Blake submitted a spreadsheet of rent collected from October 2019 to 11 November 2020. Having reviewed the receipts and the spreadsheet, I assess the rate of occupation of the units as set out below. As before, if there is no accounting for rent in a particular month but a later account shows the tenant still in occupation, I treat the rent as being paid in every month. So for example, the spreadsheet records only three rent payments in October but it is an obvious inference from the rents recorded in December, that seven persons remained in occupation to the end of the year.

<b>2019</b>	Jan	Feb	Mar	April	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.
Wesley McKenzie	425	425	425	425	425	425	425	425	425	425	425	425
Wilfred O'Meally	625	625	625	625	625	625	625	625	625	625	625	625
Keisha Hutchinson	400	400	400	400	400	400	400	400	400	-	-	-
Simone Pitter	450	450	450	450	450	450	450	450	450	-	-	-
Marvalyn Powell	600	600	600	600	600	600	600	600	600	600	600	600
Uyon Johnson	750	750	750	750	750	750	750	750	750	750	750	750

<sup>10</sup> Rec #786402

<sup>11</sup> Rec # 786418

<sup>12</sup> Rec #786431



Moya Moxam	525	525	525	525	525	525	525	525	525	525	525	525
Arthur Lloyd	600	600	600	600	600	600	600	600	600	600	600	600
Natoya Johnson	700	700	700	700	700	700	700	700	700	700	700	700

60. There are no receipts for Keisha Hutchinson after July and none for Simone Pitter after September and I accept Ms Blake’s evidence that 2 of the units were not rented after September 2019.

61. **I assess the rental income for 2019 at \$57,150.**

**Rental income to 30 November 2020**

62. The spreadsheet is not supported by any underlying documents. An analysis of the spreadsheet shows that each of the tenants who were in the premises at December 2019 - seven in all - remained in possession, paying rent at the same rates as before. I assess the rents paid to the end of November 2020 at \$4,255 per month using the rates already established<sup>13</sup> for an 11 month total of **\$ 46,805.**

63. I set out the rental income assessed in the table below:

2012	2013	2014	2015	2016	2017	2018	2019	2020 (Nov)
8,350	27,350	26,150	48,125	56,400	54,800	53,975	57,150	46,805

64. **I assess the total rental income over the period October 2012 to November 2020 at \$379,105.**

**Issue 2: Rental income net of expenses**

**Utilities for period October 2012 to September 2019**

65. As the units are rented inclusive of utilities, the costs of supplying water and electricity must be deducted from the gross rental income to derive the net income for the rents.

66. I have considered the running accounts tabulated and provided to the Court by Mr. Flanagan’s team. With respect to the utilities, I have noted numerous duplicate entries in the running accounts provided by Mr Flanagan to the Court as follows:

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<sup>13</sup> Wilfred O’Meally (\$625) Wesley McKenzie (\$425) Marvalyn Powell (\$600) Uyon Johnson(\$750) Moya Moxam (\$525) Arthur Lloyd (\$600) and Natoya Johnson (\$700)



Page #	Date	Location	Description	Amount
40	28-Dec-12	CUC	Utility Bill	167.66
258	28-Dec-12	Caribbean Utilities Company Ltd.	Utility Bill	167.66
40	30-Jan-13	CUC	Utility Bill	133.85
258	30-Jan-13	Caribbean Utilities Company Ltd.	Utility Bill	133.85
40	25-Feb-13	CUC	Utility Bill	153.81
258	25-Feb-13	Caribbean Utilities Company Ltd.	Utility Bill	153.81
44	21-Mar-13	CUC	Utility Bill	158.95
258	21-Mar-13	Caribbean Utilities Company Ltd.	Utility Bill	158.95
44	18-Apr-13	CUC	Utility Bill	231.54
258	18-Apr-13	Caribbean Utilities Company Ltd.	Utility Bill	231.54
44	23-May-13	CUC	Utility Bill	322.76
258	23-May-13	Caribbean Utilities Company Ltd.	Utility Bill	\$322.76
44	26-Jun-13	CUC	Utility Bill	425.00
258	26-Jun-13	Caribbean Utilities Company Ltd.	Utility Bill	425.00
44	29-Jul-13	CUC	Utility Bill	324.26
258	29-Jul-13	Caribbean Utilities Company Ltd.	Utility Bill	324.26
44	02-Sep-13	CUC	Utility Bill	482.21
258	02-Sep-13	Caribbean Utilities Company Ltd.	Utility Bill	482.21
43	01-Oct-13	CUC	Utility Bill	551.71
258	01-Oct-13	Caribbean Utilities Company Ltd.	Utility Bill	551.71
43	02-Nov-13	CUC	Utility Bill	393.91
258	02-Nov-13	Caribbean Utilities Company Ltd.	Utility Bill	393.91
43	02-Dec-13	CUC	Utility Bill	481.52
258	02-Dec-13	Caribbean Utilities Company Ltd.	Utility Bill	481.52
254	06-Dec-12	Water Authority	Utility Bill	25.00
257	06-Dec-12	Water Authority	Utility Bill	25.00
253	20-Dec-13	Water Authority	Utility Bill	119.50
257	20-Dec-13	Water Authority	Utility Bill	119.50

67. The duplicate utility bills on my review amount to \$3,972.31. Subtracting that sum from Mr. Flanagan's calculation of \$77,887.97 produces a new total of **\$73,915.66** for utilities to September 2019.

#### Maintenance Costs for period October 2012 to September 2019

68. A further sum must be set off for the costs of necessary works done at the property including appliance maintenance, repairs and replacement, repairs to the units including painting, replacing tiles and flooring as well as repairs to the roof. Ms Blake said that she has lost many receipts for



repairs done to the premises. I accept her evidence as in many instances the bills for materials and goods purchased are not accompanied by receipts issued by workmen for work done. Ms Blake said, and I accept, that she paid occasional workers to do some of the repair works. She was unable, however, to assist the Court in determining how much might have been paid out which was not recorded. I, therefore, base my assessment on the receipts produced which have been tabulated by Mr. Flanagan.

69. The receipts and other documents for repairs, maintenance and purchase of replacement appliances etc add up to the sum of \$58,534.27.
70. Ms Bailey takes issue with the amount Ms Blake claims was spent on repairs and maintenance, pointing to the dilapidated condition of the premises, but there is no evidence to contradict Ms Blake's account of the monies spent.
71. I, therefore, assess the cost of repairs and maintenance over the period ending September 2019 at \$58,534.27.

#### **Utilities and Maintenance October 2019 to 10 November 2020**

72. Ms Blake's spreadsheet sets out the cost of utilities and maintenance of the property from October 2019 to November 2020. The sum for that period, as by Mr. Flanagan, is \$15,373. Ms Bailey takes no issue with that sum.

#### **Total Costs**

73. I assess the total costs of utilities and maintenance from October 2012 to November 2020 to be \$147,823.

#### **Management fee**

74. Ms Bailey has agreed that some reasonable amount should be set off against the rental income to compensate Ms Blake for bearing sole responsibility for managing the property over the years. Ms Blake asserts that she is entitled to a "nominal" fee of \$500 a month for managing the property. Ms Bailey objects to that amount as excessive and proposes a sum no higher than 10% of the monthly income generated by the units which she estimates, based on Ms Blake's disclosure, to be approximately \$463 a month. I consider the \$500 proposed by Ms Blake to be reasonable and not far off from the sum Ms Bailey was willing to agree.
75. I set off the further sum of \$49,000 for the period to November 2020.



### **Issue 3: Sum Due to Ms Bailey to November 2020**

76. The net profit earned from the rental accommodations between October 2012 and November 2020 is **\$182,282** (\$379,105 - \$196,823). The sum due to Ms Bailey as joint owner of the property is **\$91,141**, of which sum \$50,905.59 has already been paid by Ms Blake on account.

### **ORDER**

77. Ms Blake shall pay to Ms Bailey the sum of **\$40,235.41**.
78. The rule is that costs follow the event. I discount the costs by 30% to reflect the difference between the sum which Ms Bailey advised Ms Blake she would be willing to accept in satisfaction of her claim for an account and the sum which the Court has found is due to her.

**DATED 19 MAY 2022**

**Hon Mrs. Justice Ramsay-Hale**  
**Judge of the Grand Court**