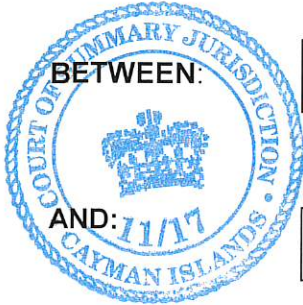


No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 129 of 2019



BETWEEN:

Ernesto Ebanks-Perez

AND: 11/17

Marsha Kelly & Perry Davis



Plaintiff

Defendant

To the Defendant

Of P.O. Box 675BT, Grand Cayman Ky1-1603
(345)-929-3316 & (345)-924-1181

THIS PLAINT has been issued against your by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action in whole or in part you must set our **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 11 day of June 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs, the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him).

- 1) The Plaintiff was at all material times the owner and title holder of Registration Section Boddin Town, Block 43A Parcel 288H6 Otherwise known as Griffin Manor Unit #6 (the "**Premises**")

The Rental Agreement

- 2) By a Rental Agreement dated November 1st, 2018 ("**The Agreement**") and made between the Plaintiff and the Defendants, the Plaintiff leased to the Defendants, the Premises for a period of 1 year commencing on the 1st of November, 2018 at a monthly rent of CI\$1,600.00, payable by equal monthly instalments in advance, on the first day of each calendar month.
- 3) The Agreement contains the following material terms:
 - a. The Defendants would pay the rent on the days specified, namely the 1st day of each calendar month. (Clause 2)
 - b. The Plaintiff would have the right to re-enter and take possession of the demised Premises should the rent be in arrears for a period of 15 days after the date covenanted for payment whether said rent has been legally demanded or not or should there be any breach of the Agreement on the Tenants part. (Clause 2)
 - c. The defendants would pay all Utilities charges for the Premises (Clause 5)
 - d. In the event that the rent and any expenses incurred by the Defendants was not received prior to the 5th day of the month, regardless of cause, a late charge of CI\$25 per day would be charged for any past due payments. (Clause 6)
 - e. The Defendants were not to park or store junk cars, non-functional or unlicensed vehicles on the premises. (Clause 18)
 - f. The Defendants were not to change the locks without permission from the Plaintiff, and the Plaintiff would at all times have a copy of the keys. (Clause 19)
- 4) The Defendants were in breach of the terms and obligations of the Agreement, defaulted in the payment of the rent having failed to pay the entire sums under the Agreement and as at June 10th, 2019 were in arrears, in the total sum of CI\$9,583.33
- 5) The Defendants made a payment of CI\$950.00 on the 15th of April, 2019.
- 6) Pursuant to Clause 2 of the Agreement, the Plaintiff attempted to re-possess the Premises after more than 40 days of non-payment. After several attempts to contact the Defendants, the Plaintiff changed the locks to the door (at a cost of CI\$75). At this point the Defendants understood the reasoning and opted to leave their possessions inside the premises with the agreement that they would be allowed to re-enter once payment had been made.
- 7) The Defendants, failing to make the payments as promised, asked to be allowed back into the premises to collect their items, this request was granted, after which the Defendants parted with limited items, leaving the majority of their belongings inside the premises.

- 8) After two days of failing to come up with payment following their temporary eviction, the Defendants reached out to the plaintiff once again and in an aggressive manner; demanded to be allowed back into the premises.
- 9) With the assistance of the BT police department, and in accordance to Police Report: RMS 2019012030, the Defendants were allowed back into the property and the Plaintiff re-issued a Notice to quit, giving the Defendants 28 days to make payment and vacate the premises on the 6th of May, 2019.
- 10) On the 10th of May, 2019, the Plaintiff was called by the Strata Manager of the premises because of an altercation between the defendants that involve the police and resulted in damage to a neighbour's vehicle and left the common area of the premises in an unacceptable manner for the rest of the Occupants.
- 11) The Plaintiff went to the BT police station where an officer explained the situation as far as he could. Having then realized that on the previous instance when the police intervened, the Plaintiff was not left in possession of a copy of the keys to the premises, the officer made multiple failed attempts to locate the Defendants to request a copy of the key, after which he instructed the Plaintiff to change the locks again (at the expense of the Defendants) and leave a copy in the possession of the Defendants.
- 12) The Defendants, having realized that the locks were changed, made several threats directly and indirectly to the Plaintiff before the Police Officer was able to explain the situation to them and give them a copy of the keys.
- 13) The Defendants at that time claimed they were only interested in re-entering the Premises to collect their belongings and vacate said premises.
- 14) The Defendants have yet to vacate the premises as of June 11th, 2019 and have failed to pay rent for March, April, May and the accrued to date for June.
- 15) The Defendant is indebted to the plaintiff in the total sum of C|\$9,733.33.
- 16) The Plaintiff has at all material times fulfilled all of its obligations under the Agreement.
- 17) By reason of the Defendant's breaches of the Agreement the Plaintiff has suffered losses and seeks to enforce its rights against the Defendants in accordance with the Rental Agreement.

AND the Plaintiff claims:

- a) The immediate release of the Premises;
- b) Judgement in the sum of CI\$9,733.33 or such other sum as may be due at the date of trial;
- c) Pre and Post-judgement cost calculated pursuant to the Judicature law (2007 Revision) and the Judgement debt (Rates of Interest) Rules, as amended from time to time;
- d) Such further and other relief as this Honourable Court may deem just.

If within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of **\$9,733.33** together with cost and interest, further proceedings will be stayed. The money must be paid to the Plaintiff.



Plaintiff's Signature

Plaintiff's address for service

45 Tangelo Lane East End, Grand Cayman. P.O. Box 11349 Grand Cayman, KY1-1008. (345)-326-8771

RENTAL AGREEMENT

THIS AGREEMENT is made this 1st, of November 2018

Between **ERNESTO EBANKS-PEREZ** of PO Box 11349, Grand Cayman KY1-10 08 (PH: 326-8771)
Email: ernestoebanks@hotmail.com (hereinafter called the "Landlord")

And **Marsha Kelly & Perry Davis** of PO Box 675BT, Grand Cayman KY1-1603 Email: (PH: 929-3316 & 924-1181) Email: marshakelly@ymail.com (hereinafter called the "Tenant")

The Landlord hereby agrees to rent to the Tenant the property located at 26A Griffin Street, GRIFFIN MANOR Apt #6 - Block 43A Parcel 288H6 (hereinafter called the "Premises") according to the terms and conditions set forth in this agreement.

1. TERM: The tenancy shall be for a period of twelve (12) months commencing on the 1st day of November 2018 and ending on 31st day of October 2019.

a) If the Tenant chooses to vacate, renew or revert to a month-to-month status at the end of the lease term, a written 30-day (1 calendar month) notice must be given.

b) All requests for renewal, extension or reversion to month-to-month are subject to Landlord's written acceptance.

c) In the event that the rental term is not completely fulfilled the security deposit will be returned only after 6 months of occupancy in proven cases of revoked or refused GOL'S, pending receipt of written 30-day (1 calendar month) notice, provided that no deductions are necessary as stated in Clause 4-Security Deposit.

d) Any new tenant who will take over occupancy will be at the sole discretion of the Landlord.

e) The property is not currently being offered for sale, but in the event the Landlord conveys title to the property the Landlord shall give the Tenant a 60 days advance written notice to vacate the Premises.

f) The landlord has the right to terminate this lease with 14 days' notice and take possession of the premises if the tenant is in any breach of this contract.

2. RENT: The rental amount shall be in the sum of CI \$1,600 (Sixteen hundred Cayman Islands Dollars) per month payable in advance on or before the 1st day of each and every month. A security deposit of CI \$1,600 has been received upon acceptance and execution hereof. The Landlord shall have the right to re-enter and take possession of the demised Premises should the rent be in arrears for a period of 15 days after the date covenanted for payment whether the said rent has been legally demanded or not or should there be any breach of this Agreement on The Tenants part. Rent is to be deposited to **CIBC First Caribbean account #10465050** in name of **Ernesto Ebanks-Perez** on the 1st of every month. Please reference GM6. If the 1st of the month falls on a bank holiday or weekend the rent is due the business day prior to the 1st day of the month.

3. RENEWAL: Any renewal or extension of this lease must be made in writing 30 days prior to the expiration of this agreement and signed by all parties hereto, their successors or assigns. At that time the Tenant has the right to choose to go on a month-to-month basis at the expiration of this agreement, for up to three months. With the same terms and conditions as herein found except; a) monthly rate increase not to exceed ten percent (10%) of the current monthly rental amount, b) the Landlord has the right to terminate the renewed lease in the event that he provides the tenant notice in writing of one calendar month to vacate the premises.

4. SECURITY DEPOSIT: The security deposit shall be returned at the termination of the lease, provided that 30 days (1 calendar month) notice in writing is given to the Landlord and there are no outstanding debts or damage (that are the responsibility of the Tenant) relating to the leased Premises, without interest thereon. Tenant shall not have the right to apply the security deposit as payment of the last month's rent. Upon inspection and assessment of the vacated Premises, the deposit monies less any

necessary charges for repairs, cleaning, etc. will be refunded within two weeks from date of Landlord possession.

5. UTILITIES/SERVICES: The Landlord will NOT be responsible for the deposits or monthly payment of the utilities and services marked in the list below. All other items listed and not marked with a will be the Landlord's expense, if applicable. Excessive water consumption caused by running faucets, toilets or water heaters will be the responsibility of the Tenant and calculated on average usage.

- ✓ Electricity
- ✓ Water
- ✓ Telephone/Internet
- ✓ Cable

Landlord's Expense:

- Garbage Fees.
- External Pest control services
- Sewage/Septic.
- Monthly Lawn Services

6. LATE CHARGES: In the event that the rent and any expenses incurred by the Tenant is not received prior to 5:00 p.m. on the 5th of the month, regardless of cause, a late charge of C\$ 25.00 shall be charged per day for any past due payments.

7. USE: The Premises shall be used exclusively as a private residence for no more than 4 persons as agreed by both parties. Additional guests staying more than a total of 30 days in a calendar year without written consent of the Landlord constitute a violation of this agreement. Tenant shall not assign this Agreement or sub-let the demised Premises without the Landlord's permission.

8. ANIMALS/SMOKING: Smoking is NOT permitted within the Premises. A pet up to 30 pounds is permitted within the Premises.

9. PARTIES/LOUD MUSIC: Absolutely no loud music shall be allowed on the Premises.

10. DAMAGES TO PREMISES: The Landlord will maintain the roof, appliances, electrical, plumbing, doors and windows in proper working order. The Tenant will upkeep the Premises, furniture and furnishings therein in good and tenable repair and deliver up the same at the termination of the tenancy hereby created in the same order and condition as at present with the exception of damage caused by fair wear and tear, acts of God and the Queen's enemies. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees and guests. If there is anything about the condition of the Premises that is not good, tenant agrees to submit a written report to the Landlord within seven (7) days of taking possession of the Premises. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the Premises is in good condition at the time of occupancy.

11. TENANT INSURANCE: The Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. Tenant agrees to purchase insurance, at their own expense if desired, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connects, etc. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

12. ENTRY AND INSPECTION: The Landlord or Landlord's designated representative shall have the right to enter the Premises- (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services. Exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when the tenant

has abandoned or surrendered the Premises; (d) to check inventory. Except under (a) and (c) entry may not be made other than during normal business hours and with not less than 24 hours prior notice to the Tenant.

13. MAINTENANCE, REPAIRS, or ALTERATIONS: The Landlord hereby agrees to maintain the Premises in good and habitable condition. Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, keep the Premises including all equipment, appliances, furniture and furnishings in a clean and sanitary manner. Tenant shall not paint paper or otherwise re-decorate or make alterations to the Premises without the prior written consent of the Landlord. Tenant agrees to notify the Landlord immediately if roof leaks, water spots appear on ceilings or walls, or at the first sign of termite activity. The Tenant specifically agrees that no tacks, nails, screws, etc. will be driven into the walls, nor will they be marred by glue or tape. Tenant will be responsible for and pay for any damage caused by leaving windows open during inclement weather.

14. INVENTORY: All furnishings and equipment to be furnished by Landlord are set out in the inventory list, which has been provided at occupancy. The inventory list shall be a part of this lease. Tenant agrees that all furniture and furnishings thereon will not be removed from Premises and they shall be responsible for any missing items upon inspection. (See Section 10 to if list needs amendment).

15. INDEMNIFICATION: Landlord/Agent shall not be liable for any damages or injury to Tenant, or any other person, occurring on the Premises or any part thereof. Tenant agrees to indemnify, defend, and hold Landlord/Agent harmless in any way relating to Tenant's occupancy from any and all claims, damages, expenses and liabilities of any nature whatsoever with Tenant's use or involvement at the Premises save as to those matters as are the Landlord's responsibility as provided for under this Lease. Tenants shall solely be responsible for obtaining personal insurance to protect their personal property and liability. Tenant is solely responsible for themselves and their guest, invitees, family members, etc.

16. ATTORNEY'S FEES: If any legal action brought by either party to enforce the terms hereof or relating to the demised Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. DEFAULT: Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. Tenant agrees that they will be fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets and or earnings.

18. VEHICLE POLICY: The Tenant agrees never to park or store a large commercial or recreational vehicle of any sort on the Premises. Junk cars, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the Premises. Removal will be at the expense of the Tenant. Tenants agree that any vehicle parked on unpaved areas may be towed and stored at Tenant's expense.

19. LOCK POLICY: No additional or change of locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense before they are installed.

20. RULES OF OCCUPANCY:

- (a) On vacating the house, it should be left in the same good condition that it was received. Tenants are therefore responsible for the general cleaning of the Premises on vacating. In addition, but not limited to the refrigerator, stove, oven, microwave oven, ceiling fans, light fixtures, floors, cabinets, bathroom fixtures. Windows and doors being cleaned; the

cost of the landlord undertaking the cleaning will be deducted from the security deposit if the Tenant does not clean the Premises properly.

- (b) Tenants will not do or permit to be done anything which may be deemed an annoyance to neighbors.

21. HURRICANE PREPAREDNESS/ NATURAL DISASTER

- (a) Tenants are responsible for being aware of weather reports in regards to the Cayman Islands and any impending hazardous conditions.
- (b) In the event of approaching storm. Tenants shall be responsible for the removal of patio furniture and any outside belongings. These should be brought inside the house and secured.
- (c) Doors and windows should be locked. DO NOT TAPE windows and glass doors, however, Blinds should be drawn.
- (d) In the event of catastrophic damage to the leased Premises, whereby hurricane, storm, flood, fire or other occurrences beyond the reasonable control of the landlord, the following conditions shall apply:
 - (1) If the occupied Premises are partially damaged, but are still habitable, then the Landlord may offer the Tenants a discount to the monthly rate in direct proportion to the loss of full use or enjoyment of the Premises. The proportional rate will be reviewed on a monthly basis while repairs are carried out.
 - (2) The tenant shall allow the Landlord's contractors, employees and/or agent's access to enter the leased Premises to effect repair and restoration. This would be done during reasonable daytime hours unless otherwise required.
 - (3) The Premises is no longer reasonably habitable and the Tenant is unable to enjoy any use of the Premises, this Lease shall terminate with immediate effect.

The Tenant signing this Rental Agreement hereby state that all questions about this Rental Agreement have been answered, that they fully understand all of the Agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant of the Rental Agreement is acknowledged that he/she has received a signed copy of the Rental Agreement.

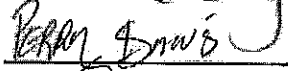
IN WITNESS WHEREOF, the parties hereto have signed their respective signatures on the day and year first above written. For written consent, email communication will suffice.



Ernesto Ebanks-Perez

Landlord

M. Kelly



Tenant

Tenant



Witness

Witness



Witness

Witness

CAYMAN ISLANDS DRIVER'S LICENCE

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
1389196	Full	17-Oct-17	17-Oct-20	2	F
HEIGHT	EYE	HAIR	DOB	DISABILITY	
55	BROWN	BLACK	27-Oct-82	None	

MARSHA
MARILYN
KELLY

03 OWEN ROBERTS DRIVE GT
PO BOX 10682 APD

GRAND CAYMAN KYI-1006



M. Kelly
Signature of Holder



NOTICE TO QUIT

To: Marsha Kelly & Perry Davis

All residents (tenants and subtenants) in possession and all other in possession

The premises herein referred to is located at 26A Griffin Street, GRIFFIN MANOR Apt #6 - Block 43A Parcel 288H6.

In accordance with Clause 54 of The Residential Tenancies Bill 2009, the Lease Agreement signed on the 1st day of November, 2018 and Police report RMS: 2019012030

5 days after service on you of this notice, you are hereby required to:

- 1) Pay to the undersigned or Sharon Hurlstone (an authorized agent), the rent of the premises hereinafter described, of which you now hold possession amounting to the sum of: Six thousand and two hundred Cayman Dollars (\$6,200) enumerated as follows:

- i) \$1,600 due March 1st, 2019 plus \$1,550 (\$25 daily late fee incurred from March 5th, 2019 to May 6th, 2019)
- ii) \$1,600 due April 1st, 2019 plus \$775 (\$25 daily late fee incurred from March 5th, 2019 to May 6th, 2019)
- iii) \$1,600 due May 1st, 2019 plus \$25 (\$25 daily late fee incurred from May 5th, 2019 to May 6th, 2019)*
- iv) Subtracting a payment of \$950 made on April 15th, 2019.

28 days after service on you of this notice, you are hereby required to:

- 2) Quit and deliver possession of the premises due to an illegal act committed on the premises. The illegal activity is described as violation of sections 2, 6, 18 & 19 of the Lease Agreement and therefore your tenancy has been terminated.

YOU ARE FURTHER NOTIFIED THAT, the owner/landlord does hereby elect to declare that forfeiture of your lease or rental agreement under which you hold possession of the above described premises and if you fail to perform or otherwise comply, will institute legal proceedings to recover rent and possession of said premises which would result in a judgment against you including costs and necessary disbursements together with possible statutory damages as allowed by law for such unlawful detention.

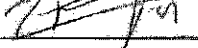
Landlord/Agent Signature



CERTIFICATE OF SERVICE

I Ernesto Ebanks-Perez certify that on the 6th day of May, 2019 I served this notice to

Marsha Kelly & Perry Davis by delivering it personally to their possession.

Signature 

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Ernie's Ebnis - Perry

Plaintiff

AND:

Marsha Kelly & Perry Davis

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

Yes

....No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do not intend to contest the action in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs, the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER: This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt. Otherwise, a default judgment may be entered against you.