



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Toshanta Audrey Solomon

Plaintiff

AND:

Paula Rose Scott

Defendant

To the Defendant

PO Box 2044, KY1-1105, Grand Cayman,
137 Hope Drive, off Smith Road, George Town

THIS PLAINT has been issued against you 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 out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 day of 20

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)

AND the Plaintiff claims:

- 1 The sum of \$801.00
- 2 Interest in the sum of \$ 0 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 150.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

Deloitte & Touche, One Capital Place, P.O. Box,
1787, GRAND CAYMAN, Phone - 345-547-4584.
Email - TASHA.SS 2016 @ GMAIL.COM

PARTICULARS OF CLAIM

CAUSE OF ACTION

(i) The purpose of the contract or agreement.

Provide rental accommodation to the Plaintiff.

(ii) The date the contract or agreement was entered into.

October 2, 2020.

(iii) Who were the other parties to the contract or agreement.

Only the defendant.

(iv) The date the contract or agreement was breached.

Various occasions but the first was in December 2020.

(v) What term(s) of the contract or agreement was breached, outline on the following page.

Clauses 2.3 and 2.2

(vi) The importance of the terms(s) that was breached.

Critical.

(vii) What loss (if any) you suffered because of the breach.

Financial loss, mental anguish and character defamation.

1. Breach of contract; clause 2.3 of the lease agreement.

On the Wednesday October 28, 2020 the defendant was advised in writing via WhatsApp messenger I would be vacating the premises at the end of the tenancy on January 1, 2021. The defendant acknowledged this message and thanked me for the advance notice.

On Friday January 15, 2021 a \$99 cheque was given to me as the balance of my \$900 security deposit. The 30 days have since passed and the remainder of the deposit has not been returned to me.

2. Breach of contract; clause 2.2 of the lease agreement.

In the month of December, the landlord entered my premises without prior notice, this was discovered because one of the doors had been locked and the fan/air conditioning was turned off.

- The first occasion was the time I arrived back to the premises and the air conditioning had been altered as the room was warm even though it had been running a few hours and it was left

at a cold temperature. This implied that defendant whom is the only other person to hold a key - went in and turned it off/then turned it back on as defendant knew my working hours.

- On the second occasion; December 16th I slept over my sister's home and at approximately 8.15am upon arrival at my residence both doors were locked, and the fan was turned off, this implied the defendant was in the property without my consent. I am confident of this because I had only locked the communal door when I last visited and left the fan on.

1. In the month of June 2020 via WhatsApp messenger it was agreed between the defendant and myself that I would rent the property at \$900 per month. It was agreed I would purchase a laptop and some clothes and shoes as part payment towards the first months' rent. Receipts have been kept reflecting this and it is demonstrated on the receipt from the defendant.
2. I arrived at the apartment on October 2, 2020 straight from my quarantine facility. At this time the lease was signed, keys were exchanged and approximately 20 minutes after signing and exchanging cash I was notified there was no hot water and that it will be sorted as soon as possible. This was not done until 2 months into the tenancy, to add this job was done by the defendant's son who owns his own air conditioning business and was not done by a professional plumber. This resulted in the water being warm and not hot, something I had to accept.
3. At the time of the hot water installation I was not advised the defendant would be entering the property until approximately 6pm that evening, giving me 30 minutes notice. On arrival it appeared the defendant and her son had been in the property for quite some time. This breached the terms of the lease agreement as prior notice was not given and my personal property was invaded. However, I allowed this as I was desperate to have hot water and did not want to cause an argument.
4. Throughout the tenancy I advised of the ongoing cockroach issue and how uncomfortable I was with them. I was told by the defendant that she would get someone in to treat the problem, following this the issue continued which implied to me the pest issue was not addressed successfully. I do not know if the defendant employed someone professionally, or if the defendant did this herself or asked a relative. Afterwards I was advised the issue was resolved, within a few days I continued to find living and dead cockroaches.
5. The main reasons for me leaving the property was due to the cockroach problems, the defendant entering my property without my knowledge and the aggressive attitude displayed when I advised of any property concerns.
6. I decided to commit to the tenancy despite the uninhabitable conditions because the defendant was my aunt and I did not want to upset her. If I was an unreasonable person, I would have left the beginning of December and not paid rent breaking the lease on the basis

of the property being uninhabitable, instead I decided to go against my better judgement and stick it out for us to leave on good terms.

7. The last months; third months' rent was paid in cash in the sum of \$900 at the beginning of December and at this time I assumed per the lease and our conversation in October 2020, my tenancy would be ending at the beginning January.
8. On December 12, 2020 as I had not received any communication from the defendant about the end of the lease vastly approaching, I sent a text via WhatsApp messenger reiterating I would be vacating the premises per our previous conversation in October 2020. The response received were abusive messages sent to myself, my mother and sister.
9. I feel I was led to rent this property under false pretense as there was an ongoing cockroach issue as I found these bugs every 2-3 days (dead/alive) for which I took photos for reference. Following this I developed anxiety/sleepless nights due to almost being attacked by one and the fear of them crawling over me/my belongings.
10. At no time prior to moving in was I informed there was no hot water, I was only told about this after the lease was signed upon arrival after coming straight from my quarantine facility. Had I have known this I would have looked elsewhere. By this time, it was too late to look elsewhere as I had just arrived on the island, handed over money and was starting a new job in 3 days. Due to these circumstances I felt I had to stay at the property which in turn made me feel I was rented the property under false pretense and that I was being held hostage.
11. On 2 occasions the defendant advised that if I wanted to leave I could. This was due to the surrounding family comments that had been made. The defendant also stated that the government expressed an interest in renting her property and I advised I would start looking elsewhere. These WhatsApp voice recordings and texts can be provided for reference.
12. No utilities were paid for the month of December as the defendant refused to discuss the walkthrough, the return of my deposit and no utility bill was provided. Therefore, I was uncomfortable handing over any more money and advised on multiple occasions to deduct the utilities from my deposit.
13. On December 30, 2020 the walkthrough was conducted with my sister Belinda Gordon, brother Muhammad Solomon, the defendant and myself at approximately 1pm.
14. Upon receiving the defendants letter dated the January 15, 2020 I was not offered the chance to return to clean the apartment to her standards, had I have been given this opportunity I would have done this. The defendant took it upon herself to hire a cleaner which was not necessary as I left the property in the condition as it was upon moving in, pictures and a video has been taken to support this.

AND the Plaintiff claims:

I am praying for the specific amount, damages and fixed costs.

I pray and ask the Court for the relief which includes the money I, the plaintiff am claiming for; C/ \$801.00 less the utilities for December 2020. In addition to any costs associated in making the application to the court.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Tashanta Audrey Solomon

Plaintiff

AND:

Paula Rose Scott

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 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.