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IN THE SUMMARY COURT AT GEORGE TOWN
CIVIL DIVISION

CAUSE NO. SC OF 2022

BETWEEN:

BETHANY MARTINEZ

Plaintiff

AND

AIDA VAN WESS

1st Defendant

KYRO GROUP 2nd Defendant

PLAINT

To the First Defendant:

AIDA VAN WESS
c/o Mr Ben Eagleson
Boddens
Governors Square
23 Lime Tree Bay Avenue
Building Six, Second Floor
Grand Cayman
Cayman Islands

To the Second Defendant:

Kyro Group Ltd
P.O Box 397

10 Market Street
Cayman Bay
Grand Cayman
Cayman Islands K1-9006

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

Within 14 days after service of this Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, 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 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 30th day of May 2022

Priestleys

PRIESTLEYS
Attorneys for the Plaintiff

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a tenant of a property Unit 2, 39 Northwest Point Road, Grand Cayman, Cayman Islands, Registration Section: WBBS Block: 5B Parcel: 183 ("Unit 2").

2. The Defendant is and was at all material times as the landlord of Unit 2.

3. By an original lease (the "Original Lease") in writing dated on the 3 May 2019 between the Plaintiff ("Tenant") and the Defendant ("Landlord") for a lease to occupy the Defendant's Unit for a period of five months and twenty eight days, the Plaintiff agreed to pay monthly rent in the sum of CI$4,200.00 ("Rent").

4. The lease contained the following express terms:

   4 **SECURITY DEPOSIT**: The Tenant shall pay a security deposit of CI$4,200 on or before May 4 2019 (The "Security Deposit"). The Security Deposit shall be returned at the termination of the lease provided that 30-day (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 hereon. Tenant shall not have the right to apply the security deposit as payment of the last month's rent and failure to pay the last month's rent on a timely basis will result in the tenant forfeiting the Security Deposit. Upon inspection and assessment of the vacated Premises, the Security Deposit less any necessary charges for repairs, cleaning, etc. will be refunded within two weeks from date of Landlord possession;

   16 **ATTORNEY'S FEES:** If any legal action is 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 reasonable attorney's fee.

   20 **ANIMALS/PETS:** Dogs must be on leash at all times whilst outside of Premises and on Strata property. There will be a CI$500 charge paid by Tenants with pets held as pet deposit. All feces must be collected and disposed of in the trash. Grooming, bathing, or feeding your animal is not permitted outside your unit. CI$50.00 fine for not picking up after your pet. Tenant agrees to try to have dogs avoid constant barking, so that it does not become an annoyance to others.

5. On 6 April 2020 then Landlord's agent, Adonza Hydes-Webb, emailed the Plaintiff with an email which read:

"*Good Evening Mr. & Mrs. Martinez,*

Hope you all are well. Thank you for payment of the rent for April, 2020. We note that your lease with Kryo Group Ltd, terminates on 31st October 2020. Kindly confirm that you intend to continue your tenancy. If your intentions are to continue, we are prepared to reduce the rent payable under your lease from $4,200.00 to $2,100.00 per month, for at least 6 months, starting May 2020. In October, 2020, we will further evaluate the financial circumstances to determine the extent to which the economy continues to be negatively affected by the coronavirus and we commit to working with you.

Please confirm at soonest by e-mail, and rent payments should be made as usual by domestic transfers. It is helpful if you confirm to us when a rent payment is made so that we can track receipt.

Continue to be safe and we look forward hearing from you."

6. On the 3 November 2020, Andonza Hydes-Webb sent a further email which read:

"*Good Morning Mr. & Mrs. Martinez,*

Hope all is well, starting December 1, 2020, your rent will increase to CI$3,000.00 a month. Please find attached your lease agreement, would you kindly provide us with your local telephone numbers so we can update the first page of the lease agreement.

It is a pleasure having you all as tenants.

Have a great day."

7. The Tenant signed a further lease which did not mention any deposit.

8. The Tenant vacated the property at the end of March 2022 in line with her last lease, giving possession to the Landlord. There were no reported issues with the condition in which the unit was returned.

9. In breach of the agreement the Landlord has failed to return the security deposit and pet deposit (together the "Deposits") in the total sum of CI$4,700.00 in full within the two weeks from the date of Landlord possession or at all.

10. The Tenant, being denied the return of her Deposits, agreed to have the final water bill of CI$139.00 deducted from her pet deposit, leaving a total returnable deposit of CI$4,561.00.

11. Further, the Plaintiff claims interest pursuant to s.34 of the Judicature Act (2021 Revision) on the sum unpaid, or any part thereof unpaid, at the rate prescribed from time

to time by rules of court, which at the time of issue of this claim is 2 3/8% per annum, from the date payment became due until the date of payment, or until the date of judgment and continuing thereafter until the date of payment. The total amount of interest claimed as at the date of issue of this Plaint is CI$13.80, and interest shall continue to accrue thereafter at the daily rate of CI$0.30.

12. Further, the Plaintiff claims under the agreement the Plaintiff's costs (including but not limited to legal costs) arising from the Landlord's failure to pay the sum set out in paragraph 8 above.

AND the Plaintiff Claims:

1. The sum of CI$4,561.00.

2. Interest pursuant to s.34 Judicature Act (2021 Revision) as set out in paragraph 11 above.

3. Costs under the agreement.

4. Costs.

Dated this 30th day of May 2022

Priestleys

PRIESTLEYS

Attorneys for the Plaintiff

This Plaint was filed by Priestleys, Attorneys-at-Law, whose address for service is P.O. Box 30310, Second Floor, Caribbean Plaza, 878 West Bay Road, Grand Cayman, Cayman Islands, KY1-1202.

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KYRO GROUP 2nd Defendant

ACKNOWLEDGMENT OF SERVICE

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1. State Defendant's name and address and the date the Plaint was received -

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 Plaint is acknowledged accordingly.

_____
Defendant's Signature

Dated this ____ day of _____, 2022

Please 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, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.