



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Lucas Robbins

Plaintiff

AND:

1. Diedra Cristel Rowe Oregon
2. Kyle Douglas

Defendant

To the Defendant

PO BOX GEN DEL GT
29 APOLLO LINK GT
KY1-1100
GRAND CAYMAN

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 Plaint 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 ²⁸ day of FEB 2023

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)

Please see attached accompanying doc titled "Particulars of Claim"

AND the Plaintiff claims:

- 1 The sum of \$966.74.
- 2 Interest in the sum of \$ N/A (negligible - electing to forgo) calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 250.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

78 Glade Drive West Bay Grand Cayman, Cayman Is.
PO BOX 697 KY1-1303 WEST BAY

Phone number: 345-329-6441
Email: LucasJamesRobbins@gmail.com

Particulars of Claim

1. OVERVIEW:

Ms. Diedra Cristel Rowe and Mr. Kyle Douglas (herein after referred to also as, "the Tenants") were former tenants at a property I own located at 18 Getsamay Lane in West Bay. The Tenants repeatedly failed to honor the terms of our lease agreement with them, and in particular - over a number of months on repeated occasions, significantly failed to pay their rent / utilities on time. They have also failed to adequately communicate these delinquencies and despite multiple follow up attempts, over various mediums (Whatsapp chat, email, phone calls), the Tenants also failed to respond to my numerous requests to settle the matter before raising it in Summary Court. As a Caymanian, one of my additional principal concerns is that Ms. Rowe and Mr. Douglas are work permit holders who I suspect will continue this unacceptable behavior and ultimately adversely impact other Caymanian Landlords in a similar manner in future. After failing again to pay the sums owed and failing to respond to my multiple requests to discuss / resolve the matter, I elected to enact the eviction clause from the agreed lease and evicted the Tenants with 7 days' notice to vacate the property. The lease also sets out that the security deposit is forfeit under these circumstances, and that all sums owed (rental sums, utilities charges, late fees, etc.) remain payable in full, from the Tenants to the Landlord. Again, unfortunately despite several requests to discuss and settle the matter, the Tenants have failed to respond and failed to pay the outstanding sums owed.

2. DETAILS:

- a. On 21 Jan 2023 Mr. Douglas and I spoke on the phone, and he indicated / asked my permission to allow that he would pay CI\$350.00 (of an outstanding CI\$795.00 owed to me for delinquent rent and subsequent late fees [as prescribed in the terms of the lease and communicated / agreed]), and that he would pay said CI\$350.00 on 27 JAN 2023. He also indicated that he would then pay the remaining balance (=CI\$445.00) the following Friday (3 FEB 2023). Despite multiple follow ups and requests to see this payment made, Mr. Douglas has neglected to respond, nor to pay the sum owed.
- b. Since then, I've been following up with messages in a WhatsApp group chat – whose participants include Ms. Rowe, Mr. Douglas, and I, all to no avail. I have also placed multiple phone calls (namely on 24 Jan 2023, 26 Jan 2023, 30 Jan 2023, 6 Feb 2023, 7 Feb 2023, & 8 Feb 2023) to Mr. Douglas, each of which have not been met with any response nor any return call despite requesting one, and each call is declined by Mr. Douglas when I attempt to call.
- c. I additionally called Ms. Rowe multiple times (namely on 30 Jan 2023, 6 Feb 2023, 7 Feb 2023, & 8 Feb 2023) each of which have not been met with any response nor any return call despite requesting one, and each call is declined by Ms. Rowe when I attempt to call.
- d. On 10 Feb 2023 I received the final utilities bills attributed to the Tenants term at this property and communicated those amounts to them. The total sum for these utilities is CI\$171.74 (pro-rated to the time they spent in the rental unit in the month of Jan 2023).

The lease sets out that utilities bills payments are to be paid within 7 days of receipt, and to date the Tenants have failed to respond or pay these bills / outstanding sums owed.

3. SUMMARY:

I have repeatedly, for weeks now, attempted to contact these two former tenants in hopes of being able to resolve the issue, but they will not return any of my messages, nor will they answer any of my calls. I subsequently informed them that I would be proceeding with a court filing. Based on the aforementioned, I've elected to request for the Summary Court to review this case and to determine that the Tenants pay to me in full the outstanding sums owed within 2 weeks (or otherwise appropriate time frame as determined by the Summary Court). The total of outstanding sums owed is equal to CI\$966.74.

The contact etc. detail I have on file for each of these previous tenants is as follows:

Ms. Diedra Cristel Rowe Oregon

- email: tkclairrowe@gmail.com
- mobile: +1 (345) 922 4464
- CI Driver License No.: 1642441
- Employment details:
 - Kirk Supermarket
 - Company Phone: +1 (345) 949 7022 ext. 151
 - Manager: Julia Urbina

Mr. Kyle Douglas

- email: kyledouglas49@gmail.com
- mobile: +1 (345) 927 0590
- Employment details:
 - RUBIS Gas Station Walker's Road Site
 - Company Phone: +1 (345) 936 3555
 - Manager: Christopher Wright

Should any further detail be needed from my side, please feel more than free to contact me via the coordinates below.

Lucas Robbins

345-329-6441

LucasJamesRobbins@gmail.com

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

LUCAS ROBBINS

Plaintiff

AND:

1. Diedra Cristel Rowe Oregon
2. Kyle Douglas

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for defendant 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.