



No. 1

Plaint

SUMMARY COURT AT GEORGE TOWN

Cause # SC of 2023

BETWEEN Samantha Whittaker

Plaintiff

AND: Sarah Christian
PO Box 61
Grand Cayman KY1-1501
schristian@security.ky

S.W.

~~_____~~

Defendant

To the Defendant

Ms. Sarah Christian

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 the 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 495, 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 defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 17th day of November 2023

See overleaf for particulars of the Plaintiff's claim.

This was the first time that the defendant had made any mention of mold to Landlord, and the photos submitted to show presence of mold being in the home were streaks in a toilet bowl that result when persons leave toilet uncleaned.

Defendant stated in her email that she understood that she was in breach of her contract and would therefore forfeit her deposit. Defendant also stated that she had arranged for an exit cleaning to be conducted. Based on that it was expected that Defendant would return everything in the home in the condition that she found it.

- 8) Upon departure the tenant left the following damages to the property:
- o Walls which were freshly painted prior to her occupancy had to be repainted due to crayon, pencil and dirty feet markings on them (photos attached).
 - o The couch, love seats and dining room chairs which had been professionally cleaned in March 2023 were left worn and severely stained by untreated juice spills and crayon markings on several pieces (photos attached). *NE 11 Full size Photos Included*
 - o Newly purchased bedding was taken from the unit. *S.W.-*
- 9) The defendant was contacted on September 1st 2023 when all hidden damages were discovered and asked to pay the costs to have the furnishings professionally cleaned; defendant agreed to be billed by the cleaning company and pay them directly (correspondence with defendant's agreement to pay cleaning company attached).

To date the defendant has not paid for the cleaning and has dodged attempts to cover the costs of the ~~couch~~ cleaning. *S.W.-*

- 10) The defendant also acknowledged that she took inventory from the home and stated several times she would replace what was taken.

To date replacements have not been delivered and attempts to be repaid for the costs to replace items taken have been ignored.

- 11) In September 2023 mold tests were conducted and property inspections by the Department of Environmental Health also conducted. No traces of harmful mold were found to be in the air or have ever formed on any concrete walls or cabinets in the property.

By reason of the above, this complaint is being submitted as Defendant has breached obligations under her lease agreement and the following contractual repayments are being sought:

3 months notice payments ...	\$8,700
Couch Cleaning	\$267
Repainting	\$170
Stolen bed linen replacement cost	\$65

Total. \$...... CIS\$9,202
 Less Security Deposit \$2,900.00

Contractually owed amount- CIS\$6,302

AND the Plaintiff claims:

1. The sum of CIS 6,302
2. Interest in the sum of CI \$1,747.42 calculated at the current prescribed monthly interest rate from September 1, 2023 to date.
3. Fixed costs of \$225 in legal fees, alternatively costs to be assessed.

\$175 S.W.

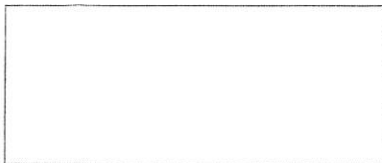


Plaintiff's signature

Plaintiff's address for service

P.O. Box 998
Grand Cayman KY1-1102

samanthamarlise@yahoo.com



No. 2
Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause # SC of 2008

BETWEEN *Samantha Whittaker* Plaintiff

AND: *Sarah Christian* Defendant

ACKNOWLEDGMENT OF SERVICE

4. State Defendant's name and address –

5. State whether the Defendant intends to contest the action.

Yes No

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

Yes No

7. 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.

Defendants's Signature

Dated this day of 200

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says 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 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.