



MARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC _____ OF 2024

Shirene Maria Robb

PLAINTIFF

AND:

Grand Cayman Villas & Condos Ltd.

DEFENDANT

PLAINT

TO: Grand Cayman Villas & Condos Ltd.

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, P.O. Box 495GT, George Town, Grand Cayman, KY1-1106, 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 **8th** day of **July 2024**.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is an individual and a resident of the Cayman Islands.
2. The Defendant is a resident company registered in the Cayman Islands No. 267588, and at the material time, pursuant to Trade and Business Licence No. 88950, provided 'Villa Owner and Guest Services' to tourists and residents of the Cayman Islands and property owners. Materially, the Defendant acted as a booking and marketing broker between the Plaintiff and the property owners. The Defendant managed all payments and provided occupiers and owners access to a local 'concierge/property manager' employed by the Defendant.
3. The Plaintiff engaged the Services of Defendant to arrange for the rental of a villa known as "Iggy Blue" located at 1326 Rum Point Drive, Grand Cayman, Cayman Islands ("**the Villa**"). The Plaintiff and her family and friends occupied the Villa for five nights between 28 March 2024 and 2 April 2024, over the Easter holiday weekend.
4. The Defendant charged the Plaintiff a total of US\$11,234.28 for the five-night stay, which included a 'Cleaning Fee' of US\$295 and a 'Villa Concierge & Service' fee of US\$964.28.
5. The Defendant additionally charged the Plaintiff US\$2,500 as a refundable 'Damage Deposit'.
6. At the end of the Plaintiff's stay, the Plaintiff and her family and friends fastidiously cleaned the Villa to ensure it was left clean and tidy. The Villa was left in a more favourable condition than the condition in which it was found at the commencement of the Plaintiff's occupation.
7. After vacating the Villa, the Plaintiff contacted the Defendant to request the return of the Damage Deposit.
8. The Defendant alleged that the Plaintiff and her guests caused damage to the Villa and its contents, incurring costs of US\$3,450. The Defendant has refused to return the Damages Deposit to the Plaintiff.
9. The Defendant advised the Plaintiff that it would 'file an insurance claim' on the Plaintiff's behalf.
10. The alleged damage caused by the Plaintiff was identified by the Defendant as follows: -
 - i. The outside shower faucet was broken (US\$ 586);
 - ii. A small coffee table was removed from the Villa (US\$ 1,318);
 - iii. An outdoor Rockport console was burned (US\$ 1,143); and

- iv. A twin bed required additional cleaning (US\$ 403).
11. The Plaintiff denies each and every instance of damage set out at paragraph (10) above.
 12. Additionally, and in the alternative, the Plaintiff is entitled to credit for any insurance payments received by Defendant due to the insurance claim filed by the Defendant.
 13. The Plaintiff asserts that the Damages Deposit has been unlawfully retained by Defendant.
 14. Accordingly, the Plaintiff claims liquidated damages in the amount of US\$2,500.00 in respect of the unlawfully retained Damages Deposit, together with pre-and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 3 April 2024. Interest accrued to 5 July 2024 (94 days) is claimed in the sum of US\$ 15.32 and continues to accrue thereafter at the rate of US\$ 0.163 per diem.

AND THE PLAINTIFF CLAIMS:

- (1) Liquidated damages in the sum of US\$ 2,500.00.
- (2) Pre- and post-judgment interest on those damages in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2012* at the statutory rate of 2.375%, from 3 April 2024. Interest accrued 5 July 2024 (94 days) is claimed in the sum of US\$ 15.32 and continues to accrue thereafter at the rate of US\$ 0.163 per diem.
- (3) Fixed Costs; alternatively, costs to be assessed.
- (4) Such further or other relief as the Court deems just.

DATED this 5th day of **July 2024**.



Samson Law Associates
Attorneys for the Plaintiff

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.