



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Victoria Terese Gray

Plaintiff

AND:

Emily Marie Davies

Defendant

To the Defendant

P.O. Box 525
Grand Cayman KY1-1107
Cayman Islands

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 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 22 day of July 2024

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)

1. On the 27th February 2023, the Plaintiff entered into a lease agreement with the Defendant to reside at 52 Secret Gardens, 307 Fairbanks Road, Grand Cayman. The lease commenced on 1st April 2023 for a 1-year term, ending on 31st March 2024. A payment of CI\$2,900 was provided on the 28th February 2023 by the Plaintiff to the Defendant by way of a Security Deposit as per Section 2 of the Agreement.
2. The Plaintiff and Defendant originally held a harmonious Landlord and Tenant relationship with continuous communication and rectification of issues, until the 31st July 2023, when the Plaintiff reported the continuous dripping of water from above the window of the Plaintiff's bedroom.
3. The original message regarding the dripping was acknowledged by the Defendant via WhatsApp, and a tradesman was sent to take a quick look on 1st August 2024 but did not return to appropriately inspect the issue. The Plaintiff followed up with the Defendant on 9th August 2024 to notify of this, however, the Defendant did not respond.
4. The leak became worse on 18th August 2023 where water was pouring from the ceiling into the Plaintiff's bedroom. The Defendant was contacted immediately by the Plaintiff via WhatsApp and email. Due to the lack of response and severity of the issue, the Plaintiff also attempted to contact Mrs. Mavis Davies who is a Proprietor in Common of the property. Mrs. Davies then responded to the Plaintiff on 22nd August 2023 and organized tradesmen to inspect.
5. The tradesman sent to rectify the issue did not successfully complete the job as the water was still dripping. The Plaintiff reported this to Mrs. Davies on 30th August 2023 and noted that the room still smelt of damp. The Plaintiff was concerned that if the issue was not rectified soon, mould would grow.
6. Due to the difficulty to schedule the original tradesman, Mrs. Davies called a different tradesman who specialized in air conditioning on the 4th September 2023. It was concluded that there was a design fault in the unusual air conditioning (AC) system which was the cause of the leak. Once the leak had stopped and the walls had dried, the damage was repaired and the work was completed on 16th October 2023. Additionally, it was not until the 29th November 2023 that the Defendant made contact in response to the emails sent regarding the leak.
7. The issue took 10 weeks to rectify after the initial report, in which the Plaintiff suffered a compromised environment to sleep for an unnecessary extended period of time.
8. On 5th January 2024, the Plaintiff contacted the Defendant regarding a possible extension of the lease until the end of April 2024. The Defendant confirmed the 1-month extension and requested some up to date photos of the property. The Plaintiff provided the photos and asked the Defendant whether a signed extension was necessary. The Defendant confirmed the email chain was sufficient.


9. On 19th January 2024 at 4:29am, the Defendant followed up with an email confirming the mutual agreement to stay for an extra month until 30th April 2024. The Defendant also advised that a property manager would be visiting the unit at 10:00am to assist with finding a new tenant. The Defendant asked whether someone would be home, or if they can accompany the property manager.
10. Despite the unreasonable notice period, the Plaintiff agreed that the Defendant could provide the access due to the Plaintiff's work commitments. The Plaintiff returned to the property at lunchtime on the 19th January 2024 to find the vacuum cleaner had been taken out and plugged into the wall, and that the bean bag had been moved with the cover removed. This implied to the Plaintiff that the Defendant had abused the permission given to enter the property, and found the Defendant's behaviour intrusive as it went beyond the purpose of their visit.
11. On the 29th January 2024, the Defendant contacted the Plaintiff notifying that the lease could no longer be extended for the additional month and that the Plaintiff must vacate by 30th March 2024 by 11:00am, which is a day sooner than the originally agreed term. The email also stated that the Defendant required the Plaintiff to see if the stains could be removed from the rug by getting it professionally cleaned by Fabrizon. The Defendant also required the vacuum cleaner to be replaced.
12. The Plaintiff explained in an email response to the Defendant on 29th January 2024 that the rug had been professionally cleaned in October 2023 which may have caused the water stains. In further emails, the Plaintiff consequently notified the Defendant that the clean was arranged for 3rd February 2024 and funded by the Plaintiff which successfully removed the water stains.
13. It was also explained by the Plaintiff to the Defendant via multiple emails that the vacuum cleaner, an item which was provided by the Defendant, had broken through normal use. The Plaintiff proposed they would attempt to source the required part to fix it, but was against funding a brand new vacuum cleaner under the circumstances. Particularly as this was against Section 9 of the Lease making it the Landlord's responsibility.
14. Due to no cooperation or response by the Defendant regarding the vacuum cleaner, the Plaintiff contacted Mrs. Davies. The Plaintiff and Mrs. Davies resolved the vacuum cleaner matter amicably.
15. On the 31st January 2024, the Plaintiff returned home for lunch to find many lights were on, the garbage bin drawer had been pulled out, the patio door was visibly open with the sliding door unlocked. During a phone call between the Plaintiff and Mrs. Davies, and follow up email correspondence dated 31st January 2024 and 1st February 2024, it was confirmed by Mrs. Davies that the Defendant had entered the Property that morning. This visit was in breach of Clause 34 of the Lease as it was conducted without prior arrangements with the Tenant.
16. The breach of Clause 59 providing quiet enjoyment to Tenant and breach of Clause 34 of the Lease caused the Plaintiff emotional distress as the Defendant put the Plaintiff in a vulnerable position, amplified by living alone during this period. It also left the Plaintiff's personal belongs at risk by leaving the property visibly unsecured.

17. Due to the breaches experienced by the Plaintiff, an email was sent by the Plaintiff to the Defendant on 1st February 2024, confirming the Property will be vacated on 31st March 2024.
18. The Plaintiff notified the Defendant on 13th March 2024 that the professional cleaning company requested in the lease to be used for checkout was unavailable until 3rd April due to the Easter weekend. The Plaintiff asked the Defendant whether there is a different preferred company that can be booked.
19. The Defendant contacted Clean Cayman on the Plaintiffs behalf to assist with securing a booking for the clean before the end of the lease term. This was agreed for the 28th March 2024, using the general scope of work that was on offer when the Defendant initiated the booking.
20. The Defendant inspected the property at a pre-arranged time on 20th March 2023 with another property manager. During the inspection, the Plaintiff made the Defendant aware that the Plaintiff would be away in Japan at the expiration date of the lease which was followed up with an email. Arrangements had been made for the Plaintiff's current housemates to ensure the property was handed over clean, and in good condition.
21. On 31st March 2024, the expiry date of the Lease, the Plaintiff's housemates notified the Plaintiff of a new issue that the upstairs air conditioning did not seem to be working as it was blowing out 80-degree heat. The AC temperature was reduced to 68 degrees at an attempt to cool the property but remained blowing at 80 degrees. The housemates also provided the Plaintiff with a pre-requested video walkthrough of the property to ensure it was left in suitable condition.
22. The Plaintiff reported the AC issue to the Defendant via an email on the 31st March 2024 and confirmed that the property had been vacated by 11:00am, as requested.
23. The Plaintiff contacted the Defendant via email on 12th April 2024 requesting the return of the security deposit, as the deadline for its return as per the Lease of 10 business days after completion/ termination which was the 15th April 2024. After which the Plaintiff is to claim interest.
24. The Defendant notified the Plaintiff on 15th April 2024 that they will not be returning the deposit due to extensive damage to the property with damages upwards of CI\$6,000.
25. From the 15th April 2024, and on multiple other occasions, the Plaintiff requested an itemized list of the estimates and/ or receipts of the cost of the damages, and evidence to support the Plaintiff was at fault above general wear and tear, as stated under the Housekeeping the Schedule of the lease.
26. The Defendant responded with a list of items on 18th April 2024 which was inconsistent with those raised on 15th April 2024 and failed to provide any reports, cost estimates, receipts or evidence that the Plaintiff was at fault.

27. On 29th April 2024, the Plaintiff emailed the Defendant once again requesting the payment of the deposit or suitable information to support withholding the deposit. It was also suggested to the Defendant that a neutral party, such as a property professional, could accompany the parties on a walkthrough of the property to understand the Defendant's issues, and for the 3rd party to mediate whether they are a Landlord or Tenant responsibility. This option was suggested by the Plaintiff to avoid Court proceedings.
28. After no response from the Defendant, a follow up message was sent on 4th May 2024 by the Plaintiff to the Defendant's new WhatsApp number asking for acknowledgment of the emails.
29. On 7th May 2024, the Plaintiff attempted to contact the Defendant once more but the Defendant had blocked the Plaintiff's phone number so the Defendant could not be reached.
30. On 21st May 2024, an Attorney contacted the Defendant on behalf of the Plaintiff to request suitable evidence from the Defendant as to why the deposit money has been withheld.
31. On 25th May 2024, the Plaintiff contacted Mrs. Davies to ask whether the Defendant had received the emails and whether she would be able to help conclude the matter. Mrs. Davies confirmed that she could not assist and that the matter should be kept between the Plaintiff and the Defendant.
32. The Plaintiff exhausted all options to amicably understand the Defendants reasons to withhold the deposit, particularly as the Plaintiff made all reasonable efforts to leave the Property in good and tenable condition. Therefore, the Plaintiff requests the security deposit is returned in full.
33. The Defendant should also pay interest on the security deposit at the prescribed rate since the 15th April 2024, as well as at the per diem rate until the deposit has been returned.
34. The Plaintiff is additionally requesting all costs associated with pursuing the claim to be reimbursed including interest at the prescribed rate from the date of the Plaintiff submission.
35. Lastly, the Plaintiff is requesting compensation for the damages sustained during and after the lease term due to the unreasonable actions of the Defendant which led to contract breaches, emotional distress for the Plaintiff and inconvenience.

AND the Plaintiff claims:

- 1 The sum of CI\$2,900.
- 2 Damages, to be assessed.
- 3 Interest calculated at the prescribed rate from 15th April 2024 to date.
- 4 Interest to continue at the per diem rate until this matter is settled.
- 5 Fixed costs of CI\$175.00 to pursue the claim, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

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Cayman Islands
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