



No. 1
Plaint

COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Bright Abisola Atkinuwesi

Plaintiff

AND:

Annela Graham-Campbell

Defendant

To the Defendant

P. O. Box 1823
Grand Cayman KY1-1504

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 Plaintiff 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 9th day of April 20 25


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)

AND the Plaintiff claims:

- 1 The sum of C1 \$1,600
- 2 Interest in the sum of \$ C1 \$4.12 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ C1 \$175, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P.O. Box 510
K41-1106

1. On the 24th of August 2024, a contract for 6 months lease for one bedroom apartment was entered into at Apt 101, Panton place between the plaintiff and the defendant, in the presence of 2 other witnesses, one from each side. The lease was to expire February 28, 2025.
2. On the 14th of October 2024, mould Infestation in the apartment was communicated to the defendant after telling the defendant on October 4th that I, the plaintiff was at the airport and will be away till the 14th of which she responded by voice note stating she is also travelling. Till the apartment was vacated on February 28, 2025 nothing was done about this mould despite section 8 of the lease stating maintenance will be reviewed timely if communicated with enough notice period (7 days).
3. On the 14th and 15th of February 2025, a written communication was sent on WhatsApp to the defendant stating that the lease will no longer be renewed due to the ridiculous increase in cost and the mould issue. Section 4 of the contract states that within 30 days to expiration, renewal should be communicated, and this was a 15-day notice which is still within 30 days.
4. Section 3 of the contract states that security deposit should only be used to compensate for damages to amenities or pay outstanding utilities but on February 23, 2025, the defendant notified the plaintiff that half of the security deposit will be held onto for non-renewal notice which is a breach of section 3.
5. On February 23, the defendant yelled at the plaintiff over a phone call calling the discussion to reach a mutual understanding “crap” and used words like “I cannot spoon feed you, this is how cayman business is” in text to the plaintiff thereby causing emotional destabilization and fear that the defendant will try to create an issue with amenities where there is none just to justify deduction of the security deposit. The plaintiff couldn’t step out because of fear that someone with access to the apartment may take out something and try to pin it as missing.
6. Section 4 of the contract specifies the clause of “Renewal”. Section 19 specifies “Termination” and references termination before the 28th of February. No part of the contract specifies terms of “non-renewal”. On this same February 23 2025, the defendant stated that the Renewal clause in section 4 is what also applies to “Non renewal” and despite telling her that this clause allows for “within” not “exact” 30 days notice, the defendant kept emphasizing deduction of deposit.
7. I believe the defendant tried to cajole me into staying in a place that was bad for my health because on February 14 and February 17, the defendant tried to cut down the newly communicated rental price by CI\$150 and even asked what the plaintiff was willing to pay which is not something noticed with landlords that have a good apartment. She constantly tried to renegotiate to continue the lease and after the plaintiff insisted on not staying, the conversation on deposit deduction started; likely to frustrate the plaintiff who has no relative and is 6 months new on the island.
8. On the 14th of October 2024, the plaintiff communicated by WhatsApp chat that personal properties were covered in mould and had to be cleaned. Some shoes were trashed in the process thereby causing loss to the plaintiff. The plaintiff also tossed the unused duvet in the washing machine by itself as it is so large. I believe the mould wash affected the colours which caused tiny bits of colour marks on the duvet which the defendant now blames the plaintiff for.
9. On February 9th 2025, when the defendant came for inspection, the defendant noticed the moulds on the plaintiff clothes and asked if this was still an issue but until the 15th when non-renewal was communicated, nothing was done about it even though the plaintiff expected quick action since this has been on since October 2024. On this same 9th of February. The plaintiff sent videos of wooden cutleries that had to be disposed because of mould. Lots of cleaning supplies and disinfecting agents were purchased to take care of the apartment by the plaintiff as well as immune boosting medications to stay healthy because of this. The constant laundry of clothes that were not dirty because of mould marks and apartment wash also caused an increase in laundry and water bills.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Brigheh Abisola Akinuwesi

Plaintiff

AND:

Annella Graham - Campbell

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty rectangular box for defendant's 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.