



Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2025

**BETWEEN: JOSEPH OSBORNE BARNETT**  
**SHANIA BARNETT-ALONZO**

**1<sup>ST</sup> PLAINTIFF****2<sup>ND</sup> PLAINTIFF**

**AND DAYANA VEREDECIA MARTINEZ**

**DEFENDANT**

Dayana Veredecia Martinez  
 Harbour View Apartments  
 Seven Mile Beach, Grand Cayman  
 Grand Cayman

**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 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 30<sup>th</sup> day of January 2025

**See overleaf for particulars of the Plaintiff's claim.**

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

**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. The Plaintiff and Defendant were landlord and tenant.
2. On 12<sup>th</sup> November 2023 the Plaintiff entered into a written tenancy agreement ("**the Tenancy Agreement**") with the Defendant (**Dayana Veredecia Martinez**) to occupy the premises known as Apartment 4 ("**the Premises**"), situated at 465 Birch Tree Hill Road, West Bay, Grand Cayman, Cayman Islands.
3. The Tenancy Agreement set out, amongst other things, the monthly rental terms as CI\$1000.00, payable per month, with a security deposit of CI\$500.00, payable at the time of commencement, totalling CI\$1500.00.
4. The Tenancy Agreement commenced on **10<sup>th</sup> October 2023** and was for six (6) months, ending **10<sup>th</sup> April 2024**.
5. On **20th July 2024**, the Plaintiff served the Defendant with a written notice ("**the Written Notice**") to vacate the premises by **16 August 2024**. The Written Notice informed the Defendant that they were required to move out because CI\$3,000.00 rent and CI\$600.00 car fee payments remained unpaid.
6. Soon thereafter, the Plaintiff's daughter received a WhatsApp message from the Defendant's husband, Amaury Fleitas, acknowledging receipt of the written notice but disputing the date to vacate, stating that it should be thirty (30) days and not twenty (20) days.

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

7. The Defendant was given twenty-seven (27) days to vacate the premises. Pursuant to section A12 of the Tenancy Agreement, ***“Tenant must notify the Landlord in writing not less than 30 days prior to the expiration of the lease agreement of Tenant’s intention to vacate or renew for a further term. Suppose the Tenant continues to possess the Premises without a signed lease. In that case, they will revert to a month to month lease and under the same terms and condition found therein, except the Landlord has the exclusive right to give the Tenant a (21) twenty one days’ notice to vacate without the need to cite any reason.”***
8. The Plaintiff received no written notice from the Defendant informing that she wished to renew the lease for a further term.
9. On **16<sup>th</sup> September 2024** the Defendant was served with a Letter Before Action: Notice to Vacate (**“Letter Before Action”**) informing the Defendant that the following months' rent was not paid and in arrears:
- a) March 2024**
  - b) May 2024**
  - c) June 2024**
  - d) July 2024**
  - e) August 2024**
10. The Letter Before Action also informed the Defendant that at **C) General 1** of the Lease Agreement stated, ***“Rent is due on or before the 1<sup>st</sup> day of each month. In the event that the full amount of rent due and expenses incurred by the Tenant is/or are not received, whether formally demanded or not, prior to 5:00pm on the first day of the month regardless of the cause, a late fee of CI\$50 will be charged and CI\$10 per day thereafter, at the discretion of the Landlord or the Landlord’s agent.”***

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

11. The Letter Before Action also informed the Defendant that the **Rent Payment Fee** was outstanding and due to be paid as follows:  
  
March—\$50.00 (1st), \$300.00 (2nd- 31st), May—\$50.00 (1st)—\$300.00 (2nd- 31st), June—\$50.00 (1st)—\$290.00 (2nd- 30th), July—\$50.00 (1st)—\$300.00 (2nd- 31st), and August—\$50.00 (1st)—\$300.00 (2nd- 31st), with the total Rent Payment Fees being **CI\$1740.00**.
12. The Letter Before Action further notified the Defendant that on **16<sup>th</sup> August 2024**, the Plaintiff paid the outstanding Cayman Water utility bill for **CI\$596.92**. The Defendant was informed that the Plaintiff required this to be reimbursed.
13. The Letter Before Action also informed the Defendant that it serves as written notice that all outstanding rent arrears and additional car fees, the August 2024 water bill, and all other outstanding fees shall be paid within **7 DAYS** of receiving the letter.
14. The Letter Before Action further informed the Defendant that the total owed to the Plaintiff was **CI\$7,936.92**.
15. The Letter Before Action also notified the Defendant to vacate the premises and remove personal belongings within **7 days** of receiving the letter.
16. On **16<sup>th</sup> September 2024** at **10:58 a.m.**, a process server attended the premises to serve the Defendant with a copy of the Letter

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

Before Action in English and Spanish. The Defendant's husband, Amaury Fleitas, accepted service.

17. On **16 October 2024**, the Plaintiff notified the Defendant in writing that on 21st October 2024 at 7:30 a.m., the staircase leading to the premises would be demolished and reconstructed, and everyone residing there was requested to vacate along with their belongings. The Defendant ignored this notice and failed to move out with her family.
18. On **21<sup>st</sup> October 2024** at **2:30 p.m.**, the staircase was removed, and construction commenced. As a result, the police were required to attend the premises. The police spoke to both sides, and appropriate advice was given.
19. On **23rd October 2024**, the Plaintiff attended the premises to inspect them. The Plaintiff discovered that the Defendant and her family had vacated them.
20. On **25<sup>th</sup> October 2024**, the Plaintiff paid the remaining outstanding CUC electrical bill of CI\$205.47 that the Defendant failed to pay.
21. The Defendant has failed to pay the Plaintiff the arrears owed, and as a result, the Plaintiff has suffered a loss.

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

**PARTICULARS OF BREACH OF LEASE AGREEMENT**

- a) The Defendant breached section A 1 of the said Tenancy Agreement.
- b) The Defendant breached section A 8 of the said Tenancy Agreement.
- c) The Defendant breached section A 12 of the said Tenancy Agreement.
- d) The Defendant breached section C 1 of the said Tenancy Agreement.

**THE PLAINTIFF'S CLAIM FOR DAMAGES:**

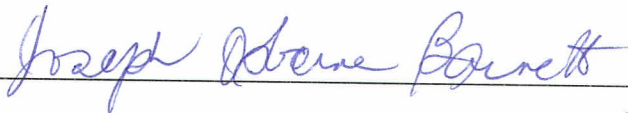
22. The Plaintiff will provide a detailed receipt of losses, which are:

- |                        |                     |
|------------------------|---------------------|
| a) Rent Payment Fee    | <b>CI\$1740.00</b>  |
| b) Cayman Water bill   | <b>CI\$596.92</b>   |
| c) Rent                | <b>CI\$5,000.00</b> |
| d) Additional car fees | <b>CI\$600.00</b>   |
| e) CUC electrical bill | <b>CI\$205.47</b>   |

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

**AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

1. The sum of **CI\$8142.39**
2. Interest calculated at the prescribed rate from 23<sup>rd</sup> August 2024 to the filing date.
3. Fixed costs of **\$150.00** or alternative costs to be assessed.
4. Legal costs pursuant to section 11 (3) of the Summary Court Rules 2004.
5. Such further and/ other relief as this Honourable Court may see fit.



Plaintiff's Signature

30<sup>th</sup> Jan 2025

Plaintiff's address for service:

C/o Kathleen Ryan  
Attorney-at-Law  
Accra Business Center  
2<sup>nd</sup> Floor Genesis Building,  
13 Genesis Close,  
George Town, Grand Cayman

**TO: THE CLERK OF THE SUMMARY COURT****AND TO: DAYANA VEREDECIA MARTINEZ**

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501.  
Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

**IN THE SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC \_\_\_\_\_ of 2025**

**BETWEEN: JOSEPH OSBORNE BARNETT  
SHANIA BARNETT-ALONZO**

**1<sup>ST</sup> PLAINTIFF  
2<sup>ND</sup> PLAINTIFF**

**AND DAYANA VEREDECIA MARTINEZ**

**DEFENDANT**

---

**ACKNOWLEDGMENT OF SERVICE**

---

1 State 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.

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_

Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**See Overleaf**

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

**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.

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

This **PLAINT** was filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2<sup>nd</sup> Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)