

Plaint



MARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

NYLAH RAMPERSAD

Plaintiff

AND:

JOHN BRAY

First Defendant

REM SERVICES LTD

Second Defendant

To the First and Second Defendants

JOHN BRAY
1017 KINGS COURT, BRITANNIA VILLAS, 370
BRITANNIA DRIVE, GEORGE TOWN, GRAND
CAYMAN, CAYMAN ISLANDS, BLOCK 12D AND
PARCEL 80H2

REM Services Ltd
215A West Bay Road, P.O. Box 30758,
Grand Cayman KY1-1204, 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 5th day of June 2025

See overleaf for particulars of the Plaintiff's claim

1. The Plaintiff entered into a tenancy agreement with the First Defendant for the property located at #1017 Kings Court, Britannia Villas, 370 Britannia Drive, George Town, Grand Cayman, Cayman Islands, Block 12D and Parcel 80H2 (the **Premises**) commencing on 25th May 2024, with a lease term ending 31st May 2025 (Exhibit A) (the **Lease Agreement**).
2. In accordance with the Lease Agreement, the Plaintiff paid a total of USD \$5,600.00 as a deposit (Exhibit B), comprising:
 - USD \$5,400.00 as a rental security deposit; and
 - USD \$200.00 as a water deposit.
3. On 27th March 2025, pursuant to Clause 3 (Renewal) and Clause 9 (Early Termination) of the Lease Agreement, the Plaintiff provided proper written notice to the Second Defendant, the property manager of the Premises acting on behalf of the First Defendant, confirming that she had secured another unit at a fair market rate (see Exhibit C), in response to the First Defendant's notice proposing renewal at an unfair market rate.
4. The Plaintiff vacated the Premises on **30th April 2025**, adhering to the "Move-Out Guidelines" to vacate within 30 days (Exhibit D) provided to the Plaintiff by the Second Defendant acting on behalf of the First Defendant, via email on **28th March 2025**.
5. The Plaintiff did not sublet the Premises to a third party. Therefore, under Clause 9 of the Lease Agreement, the CI\$450.00 administration fee does not apply.
6. Despite Plaintiff vacating the Premises in timely manner and adhering to the "Move-Out Guidelines", the Second Defendant acting on behalf of the First Defendant has withheld the full amount of the security deposit without justification, citing Clause 9 of the Lease Agreement, as per the letter dated 30th May 2025 (Exhibit E) delivered via email.
7. Despite the Plaintiff giving notice on 27th March 2025 and a reminder on 2nd May 2025 (Exhibit F), the Second Defendant acting on behalf of the First Defendant listed the Premises as available as of 1st June 2025 (Exhibit G, page 2), with no attempt to address the Plaintiff's vacate date, return of keys, numerous requests for walkthrough and the Premises' availability for immediate rent to the wider market. (Exhibit H, I, J, K and L)

AND the Plaintiff claims:

- 1 The sum of USD \$5,402.40 (security deposit USD \$5,400 plus USD \$2.40 water deposit withheld).
- 2 Interest in the sum of USD 0.46 per day calculated at the prescribed rate 3% from 1st May 2025 to date of resolution
- 3 Fixed costs of USD ^{to be assessed} _____ per day for lost work time due to court obligations to administer claim, alternatively costs to be assessed.

Nylah Rampersad

Plaintiff's Signature

Plaintiff's address
for service

Nylah Rampersad PO Box 633, 10 Market Street, Grand Cayman KY1-9006 Cayman Islands

Chronology of Events

Date	Event
Tuesday 21 st May 2024	The Plaintiff (tenant) paid USD \$5,600.00 to the First Defendant (landlord) as per the Lease Agreement – Exhibit B.
Saturday 25 th May 2024	Lease Agreement commenced in respect of #1017 Kings Court, Britannia Villas, 370 Britannia Drive, George Town, Grand Cayman, Cayman Islands Block 12D and Parcel 80H2 – Exhibit A.
Thursday 27 th March 2025	The Plaintiff gave written notice of non-renewal and of early termination in accordance with Clause 3 and Clause 9 – Exhibit C.
Friday 28 th March 2025	The Second Defendant (property manager) acting in behalf of the First Defendant acknowledged the Tenant Notice to vacate with 30 days' notice - Exhibit D. "Move-Out Guidelines" provided by the Second Defendant on behalf of the First Defendant and further queries raised by the Plaintiff in relation to the unreasonableness of the "Move-Out Guidelines" - Exhibit D.
Friday 2 nd May 2025	The Plaintiff requested walkthrough of the Premises and key return - Exhibit F.
Tuesday 6 th May 2025	The Plaintiff made a second request for walkthrough of the Premises and given that Monday 5 th May was a Public Holiday, the Plaintiff provided pictures via email in interim, until walkthrough request was acknowledged by the First Defendant or the Second Defendant acting on his behalf - Exhibit H.
Wednesday 7 th May 2025	The Plaintiff made a third request for a walkthrough of the Premises and dropped the key for the Premises off at the Second Defendant's office - Exhibit I
Thursday 8 th May 2025	The Plaintiff received an email from the Second Defendant that the inspection of the Premises would be conducted without the Plaintiff - Exhibit J.
Thursday 9 th May 2025	The Plaintiff made a fourth request for a walkthrough of the Premises and sought clarification of email received from the Second Defendant on Thursday 8 th May 2025 - Exhibit J.

Date	Event
Tuesday 13 th May 2025	Dismissal by the Second Defendant to not return security deposit or conduct walkthrough with the Plaintiff; Clarification sought by the Plaintiff on seemingly "predatory practices" at play - Exhibit K.
Tuesday 20 th May 2025	The Plaintiff served Demand Letter served on the First Defendant (c/o the Second Defendant) – Exhibit G and Exhibit L. Demand Letter acknowledged by the Second Defendant on behalf of the First Defendant - Exhibit L.
Friday 30 th May 2025	The Second Defendant on behalf of the First Defendant sends the Plaintiff a letter indicating return of the water deposit only; the Plaintiff responds indicating that she will proceed on Monday 2 nd June 2025 to issue a Plaint to recover the security deposit being withheld - Exhibit E.
Monday 2 nd June 2025	The Plaintiff sent final request to settle dues to the First Defendant (c/o the Second Defendant) – Exhibit M.
Wednesday 4 th June 2025	No response received as of the date and time Plaint filed: morning of Thursday 5 th June 2025

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

NYLAH RAMPERSAD

Plaintiff

AND:

JOHN BRAY

First Defendant

AND:

REM SERVICES LTD

Second Defendant

ACKNOWLEDGMENT OF SERVICE

1 State First and Second Defendants' name and address

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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

(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.