



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2025

BETWEEN:

ELISA LESLIE

PLAINTIFF

AND:

KAREN CRICHLOW  
ROBERT CRICHLOW

DEFENDANTS

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PLAINT

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**To the Defendants**

**9 Jasmine Lane, George Town (registered office)  
P.O. Box KY1-1502  
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 Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman\_KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this 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 09 day of July 2025

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

**PARTICULARS OF CLAIM**

1. The Plaintiff is, the tenant occupying 37 Fairbanks Rd unit 33, George Town, Grand Cayman the and the Defendants are the Landlords of the said unit
2. The Defendants has an obligation under the lease agreement to keep the premises in good and tenable condition.
3. On Saturday March 29<sup>th</sup> 2025 upon my return from being out together with my Children, I walked into the unit to a fowl scent and overflow of sewage water and contaminants. At 12:41pm I called the Landlord's agent Ms. Evelyn Videla of Impact Rentals to inform her of the overflow in the unit.
4. At 12:48, Evelyn messaged me via What's App to provide me with the plumber's number to call to investigate the problem. The plumber came in approximately at 1-2 hour to assess the problem. While doing the assessment, the plumber and I went to the neighbour's unit to inquire if they were having similar issues. The tenants nextdoor notified us that they were having the same issue only theirs did not overflow.
5. As a result, the Plumber suspected it may have been an external issue and upon identifying that the problem was external, made a call to have the external sewer pump out. Whilst there the experts notified the plumber, Evelyn and myself that the external pump is not working and the problem will continue to occur if the pump is not replaced.
6. Resulting from the overflow was damages to our footwear and clothes other miscellaneous items such as my kid's toys, my husband's tools bag and furniture's were soaked totaling to \$3,500 CI. In an effort to be reasonable to the owners I requested reimbursement only for the items I had re-purchased and discarded of the other items.
7. I have made written demand for repayment in respect of the damages and Loss sustained but the Defendants have failed to repay the said sums, only to offer reimbursement if I purchase and obtained renters insurance. This was never an agreement under the original lease and as such I requested proper notice be given to allow consideration to insert such a rider. The Defendants refuse to provide Notice and refuse to pay the damages unless I agree to the terms in the rider.
8. I have denied the offer under such conditions and informed the owners through their agent that I will not be coerced or forced to accept the condition of the rider in order to receive my refund as the two do not relate and reimbursing me for the damages should not be under any forced condition.

9. As it is apparent that there is no resolution to this problem, and the problem of the overflow continues to persist and as we are at continued risk of suffering another incident of the same nature, without any formal notice that the issue has been permanently resolved, and although I have requested confirmation of the external pump being fixed, to date I still have not received a formal confirmation. As such I have requested/demand my deposit be returned to me to allow me to find a suitable and healthy living environment for my family and I.
10. The furniture such as the table and chair that were soaked during the incident remains in the unit with no consideration to have them change, and the stench from the sewer continues to affect my children.
11. I seek damages as well as my deposit and rental expense for July 2025, and continued rental expense until the deposit is returned.

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

1. Payment of the total sum of KYD 6500.00 being the total damage incurred of \$3500.00 and rental expense of \$3000.00 for July 2025, and continued rental expense until the deposit is returned
2. Interest in accordance with the Judicature Act (2021 Revision)
3. Costs.
4. such other relief as this Honourable Court sees fit

**Dated the 09<sup>th</sup> day of July 2025**

  
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Elisa Leslie  
Plaintiff Signature

PO Box 1936, KY 1-1110

Grand Cayman, Cayman Islands

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**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 intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

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

\_\_\_\_\_  
Defendant's Signature

Dated this      day of      2025

**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)

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Defendant's Signature

**REMINDER-**

This form must be taken or send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.