



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

SHARON TYICE COLLINS

Plaintiff

AND:

ISMARAY TORRES

Defendant

To the Defendant

ISMARAY TORRES
124 ADONIS DRIVE, MIZPAH APT. #1
BONNEVILLE, WEST BAY

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 18 day of July 2025

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)

Please attached

AND the Plaintiff claims:

- 1 The sum of 2300.00.
- 2 Interest in the sum of \$ calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00 alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

149 Northside Road, Northside
Grand Cayman

Summary of Events

Ms. Torres has been a tenant at my rental property under a lease agreement initially arranged and managed by Mr. Valentino of Valentino Rental Agent. However, after my return to the Island, Mr. Valentino stepped away from all responsibilities regarding the property, leaving me to manage the tenancy directly.

Since moving in, Ms. Torres has repeatedly violated the lease agreement, including frequent late rent payments, allowing unauthorized persons on the premises, failing to make herself available for necessary repairs, and at one point refusing to deposit rent over a \$5.00 bank fee.

On **June 6, 2025**, I issued a written notice informing Ms. Torres that her lease would not be renewed and that her security deposit would be returned after she vacates, pending a satisfactory property inspection and confirmation that no damages or unpaid bills remain.

After receiving this notice, Ms. Torres refused to pay her **July 2025 rent** and left an outstanding **balance of \$350.00 for June 2025.**

Additionally, she made verbal threats suggesting possible damage to the property. As a precaution, I am retaining her security deposit until a final inspection can be completed after her departure. **This security deposit is not to be applied toward unpaid rent but will be held solely to cover any potential damages or unpaid utility bills, in accordance with the lease agreement.** If the property is found to be in acceptable condition, the deposit will be returned.

I am therefore submitting this claim to recover:

- **\$350.00 outstanding rent balance for June 2025**
- **Full unpaid rent for July 2025**

Sharon Collins

149 Northside Road, Northside
Grand Cayman, Cayman Islands

Date: June 6, 2025

To: Ismaray Pacheco-Torres
124 Adonis Drive, Mizpah Apt#1
West Bay, Grand Cayman
Cayman Islands

Subject: Notice of Non-Renewal of Lease Agreement

Dear Ismaray,

I am writing to formally notify you that the lease agreement for the property located at:
124 Adonis Drive, Mizpah Apt #1, West Bay, Grand Cayman, Cayman Islands
will not be renewed upon its expiration on **31 July 2025**.

In my capacity as landlord, I am providing this written notice in accordance with the terms and conditions set forth in our lease agreement, as well as the applicable notice period. Accordingly, you are respectfully requested to vacate the premises no later than **31 July 2025**.

Please ensure that all keys are returned, and that the property is left in a clean and orderly condition, allowing for reasonable wear and tear, as stipulated in the lease agreement.

I would be pleased to arrange a mutually convenient time for a final inspection prior to your departure. Following this, I will provide details regarding the return of your security deposit.

Thank you for your tenancy and your cooperation throughout the duration of the lease. Should you have any questions or require further clarification, please do not hesitate to contact me.

Kind regards,



Sharon Collins

RENTAL AGREEMENT

This agreement is made on January 21st 2025 between **Sharon Tyice Collins** (Landlords) and **Ethan Bush & Ismaray Pacheco-Torres** (Tenants).

The tenant hereby agrees with the Landlord as follows:

The Landlord agrees to let, and the Tenant agrees to take the premises on 124 Adonis Drive, Mizpah Apartments # 1, Bonneville, West Bay. (hereinafter called the "Apartment") together with the furniture detailed in Schedule "A" for the term of 6 months commencing on February 1st, 2025, and ending on July 31, 2025. The rent will be CI \$1,950.00, payable in advance. The rent shall be paid on or before the **1st** of each month.

Rent and other charges are to be paid to the bank account as below:

Bank Account Number	10785-10038438
Bank Name	SCOTIABANK
Account Holder	Sharon Tyice Collins
Beneficiary's Account Type	Savings
Beneficiary or Transaction Comments	Mizpah Apt 1

1. Pay the rent on the day and in the manner above.
2. Any renewal or extension of this lease must be in writing and signed by all parties hereto, their successors or assigns. Should the tenant continue on possession of the leased premises after the expiration of this lease, without a written extension or renewal hereof, such possession shall be on a month-to-month basis only and then under the same terms and conditions as herein found except that a) the landlord has the exclusive right to adjust the monthly rent b) Landlord has the right to give the Tenant a 30-day notice to vacate without reason.
3. Rent will not be prorated if the Tenant leaves the premises before the end of the rent month.
4. If the Tenant vacates the premises at the end of the rent month without giving 30 days' notice, the deposit will be forfeited in lieu of notice.
5. The Landlord shall hold a security deposit in the amount of \$1,950.00 as security for the due performance by the Tenant of his/her obligations. The security deposit shall be returned at the termination of this lease, provided there are no outstanding debts or damage relating to the leased premises, without interest thereon and that the premises are handed over with the fixture, fittings/furniture, and contents and additions thereto in good and tenantable condition save normal wear and tear. Tenant shall not have the right to apply the security deposit to the last month's rent. Upon inspection and assessment of vacated premises, the deposit money, less any necessary charges for repairs, cleaning, utilities, etc., will be refunded within 14 days from the date of vacating premises. The security deposit will be forfeited if the rental term is not completely fulfilled.

6. If the rent and any expenses incurred by the tenant is not received before 5.00p.m on the 3rd of the month, regardless of the cause, a daily late fee of \$25 may be charged.
7. Not to assign, underlet, or part with the possession of the Apartment or any part thereof without written consent of the Landlord.
8. To use the Apartment for residential purposes only and not to permit or suffer any business to be carried on in the Apartment.
9. Keeping Apartment and contents in good repair, and not to remove contents from the Apartment without landlord's written permission. Tenant shall at his own expense and at all times, keep the Premises including all equipment, appliances, furniture and furnishings in a clean and sanitary manner. The tenant agrees that no tacks, nails, screws etc. will be driven into the walls or ceiling. Tenant shall not make any alterations inside or outside the Premises, including but not limited to painting, papering or otherwise redecorating without the written consent of the Landlord. Tenant will be responsible for and pay for any damage caused by leaving windows open during inclement weather.
10. On vacating it should be left in the same good condition that it was received. Tenants are therefore responsible for the general cleaning of the unit on vacating. In addition but not limited to; any linens should be washed; any upholstery should be professionally dry cleaned. The cost of undertaking this will be deducted from the security deposit if this is not carried out.
11. Clothes, laundry and so forth shall not be hung at the front of premises or made visible from the roadside, it shall also not be hung on hedges.
12. At anytime during the said term and with 24 hours' notice the landlord shall have the right to enter the Apartment for the purpose of examining the condition thereof or doing necessary repairs or any other purpose deemed expedient by the Landlord. No notice required in emergencies or when requested by tenant.
13. Not to store or bring into the Apartment any articles of a combustible or dangerous nature.
14. The tenant agrees never to park or to store a large commercial or recreational vehicle of any sort on the premises. Junk car, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the premises. No repairing of cars on the premises is permitted. Removal will be at the expense of the tenant.
 - a) Vehicles must be parked in the designated parking area (in front of the Apartment)
15. No additional or change of locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks so installed at the tenant's expense, before they are installed.
16. Not to permit or suffer to be done in the Apartment anything which in the opinion of the Landlord maybe a nuisance or annoyance to or in any way interfere with the quiet comfort of other residents.
17. Not to keep pets on the premises.
18. Tenant agrees that there is to be no smoking within the Premises.
19. To pay the cost of all electricity, water or other outgoings for services furnished to the Apartment.
20. At termination of term to yield up to the Landlord the Apartment and contents in good order and condition, subject to fair wear and tear. An inventory will be taken and signed by both parties.
21. To allow with reasonable notification the Apartment to be shown for sale, if necessary.

22. The landlord hereby agrees with the Tenant as follows, provided all rents and deposits are current and tenants obligations are being fulfilled in full:

- a) The Landlord agrees to keep the Apartment and furniture therein in tenantable repair and condition.
- b) That the Tenant paying rent shall be entitled to enjoy quiet tenancy.
- c) If the furniture and Apartment are in good condition the Landlord will return said security deposit within fourteen days.

23. TENANT acknowledges that OWNERS insurance does not cover personal property

damage caused by fire, theft, burglary, breakage, electrical connection, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. TENANT is hereby

advised to obtain his own insurance policy to cover any personal losses. No rights of storage are given with this Lease. TENANT agrees that should they fail to produce such insurance, any such damages, loss etc. shall be their own responsibility and they alone shall bear the consequences. TENANT agrees not to do or permit or suffer to be done anything whereby the OWNER'S policy or policies of insurance in or upon the residence against fire or any other risk may become void or voidable or whereby the premium thereon may be increased, and to repay the OWNER all sums paid by the OWNER by way of increased premium and all reasonable expenses incurred by the OWNER in or about any renewal of such policy or policies or any other or any other expenses or charges incurred by the OWNER rendered necessary by reason or breach or non-observance of the provisions of this clause.

24. The premises shall be considered vacated only after all areas including storage areas are clear of all TENANT'S belongings, and keys and other property furnished for TENANT'S use are returned to OWNER. Should the TENANT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, TENANT shall be liable for additional rent and damages which may include damages due to OWNER'S loss of prospective new renters.

- a) If upon the termination of this lease or abandonment of the Premises by the Tenant, and the Tenant abandons or leaves any property in the Premises, the Owner shall have the right, without notice to the Tenant, to dispose of the property at the Tenant's cost and expense, without being liable in any respect to the Tenant. The Tenant further agrees to release the Owner from any claims or damages to personal property or person.
- b) In the event of a burglary, act of nature, fire, or casualty that makes the property uninhabitable, the Tenant releases the Owner from any responsibility to acquire alternate accommodations for the Tenant.

25. TENANT acknowledges that he or she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating/cooling, electrical facilities, any items listed on the attached Schedule A, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. TENANT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by TENANT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear, acts of God and any other extraneous events beyond the control of the TENANT, and the premises shall be free of all personal property and trash not belonging to OWNER.

26. Where the TENANT is aware of any maintenance problems including but not limited to mold and mildew, roof leaks, water spots which appear on ceilings or walls, or at the first sign of termite activity, the TENANT agrees to notify the OWNER of any such damage. The TENANT will incur any and all cost associated with the aforementioned as a result of not reporting these problems.

27. OWNER shall not be held liable for any damages or injury to TENANT, or any other person, occurring on the premises or any part thereof. TENANT agrees to indemnify, defend and hold OWNER harmless in any way relating to TENANT'S occupancy from any and all claims, damages, expenses, and liabilities of any nature whatsoever with the TENANT'S use or involvement at the residence. The TENANT shall be responsible for obtaining personal insurance to protect their personal property and liability.

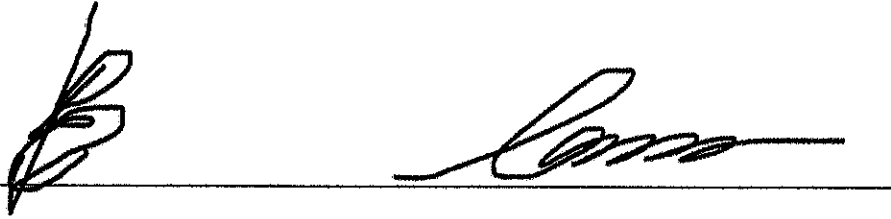
28. TENANT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. TENANT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. TENANT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. TENANT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks. The TENANT is responsible for changing interior and exterior lightbulbs.

PROVIDED ALWAYS and it is hereby agreed as follows:

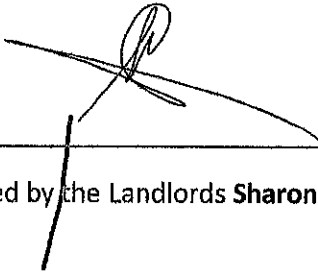
1. If the Tenant shall fail to observe or perform any of the stipulations or his agents or servant to observe or conform to all of the rules and regulations from time to time it shall be lawful for the Landlord to end this agreement by giving to the Tenant one month's notice in writing of such its intention.
2. Should the Apartment be destroyed or damaged to render the same unfit for use and occupation for rent the same shall cease or abate in proportion to such damage until the Apartment shall have been restored to its former condition, provided such damage shall not have been caused by the TENANT or the TENANT'S employee, agents or invitees. In the event of total destruction, either party shall be at liberty to end the term hereby created by giving immediate notice to that effect, it is agreed that the prorated balance of any prepaid rent and the deposit shall be refunded to the TENANT.
3. The Landlord may end this tenancy and re-enter the Apartment in the event of any portion of the rent hereby reserved being in arrears for seven days, whether formally demanded or not, or in the event of the tenant permitting a receiving order in bankruptcy to be made against him.

4. Any notice under this lease shall be in writing. Any notice to the Tenant shall be sufficiently served if delivered to the Tenant, left addressed to the Tenant at the Apartment, or sent to the tenant's email. Any notice to the Landlord shall be sufficiently served if delivered to the Landlord's email.

5. It is further agreed that the number of occupants will not exceed 2. There shall be no lodgers.

Two handwritten signatures in black ink are positioned above a horizontal line. The signature on the left is a stylized, bold letter 'B'. The signature on the right is a more fluid, cursive script.

Signed by the Tenant **Ethan Bush & Ismaray Pacheco-Torres**

A handwritten signature in black ink is positioned above a horizontal line. The signature is a stylized, cursive script that begins with a large, looped 'S'.

Signed by the Landlords **Sharon Tyice Collins**

S2025-0117

3:56 PM

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201 K/S 4G 4G 85

2025-07-11



IT

Ismair Tor...



Sorry I know it's
inconvenient cuz the
rent was supposed to be
given before the 1st but
he was short this month
but he's getting paid
Friday again

12:45 PM

Kindly advise if that's
ok so I can send over
the 1600

12:46 PM

Ismair Torres

Hey afternoon Mrs Sharon
Ethan has to give me 350
more for the rental as he w...

Please go ahead and
that should have been
conveyed to me from
the 1st. Since you
haven't deposited as
yet I will come for the



S2025-0117

2025-07-11

← IT Ismair Tor...   ⋮

the 1st. Since you haven't deposited as yet I will come for the cash. Are you at work?

1:38 PM ✓✓

I have it in my account the 1600

1:45 PM

Which I will deposit it now

1:46 PM

But the 350 can you come for it on Friday

1:46 PM

Ismair Torres

Which I will deposit it now

Okay, because I am going to be charged a late fee for my mortgage

2:37 PM



S2025-0117

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2025-07-11

One-time Domestic Payment



Confirmation

Request submitted successfully.

Host Reference Number

2515503059172000

Transfer To

Sharon Tyice Collins

Amount

KYD 1,600.00

Total From Amount

KYD 1,602.00

Charges

KYD 2.00

Bank Details

SCOTIA

SCOTIABANK AND TRUST

FCPT (Applicable for Bermuda users)

KYD 0.00

Exchange Rate

1

Account Number

1078510038438

Transfer Type

Domestic

Beneficiary Address

George Town

Cayman Islands

Cayman Islands

Beneficiary Reference

June Rent

User Reference

June Rent

S2025-0117

Transfer When

2025-07-11



IT

Ismair Tor...



June 8, 2025

Good morning, I am coming around 7:30pm to collect the rest of the rent.

10:25 AM ✓✓



0:22

8:12 PM ✓✓

June 9, 2025

Morning Mrs Sharon,
I'll send you Ethan's
number so you can call
him around 1:30 on his
lunch break I don't have
the funds

8:31 AM

S2025-0117

3:58 PM

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70.6 K/S 4G 4G 84

2025-07-11

  Ismair Tor...   

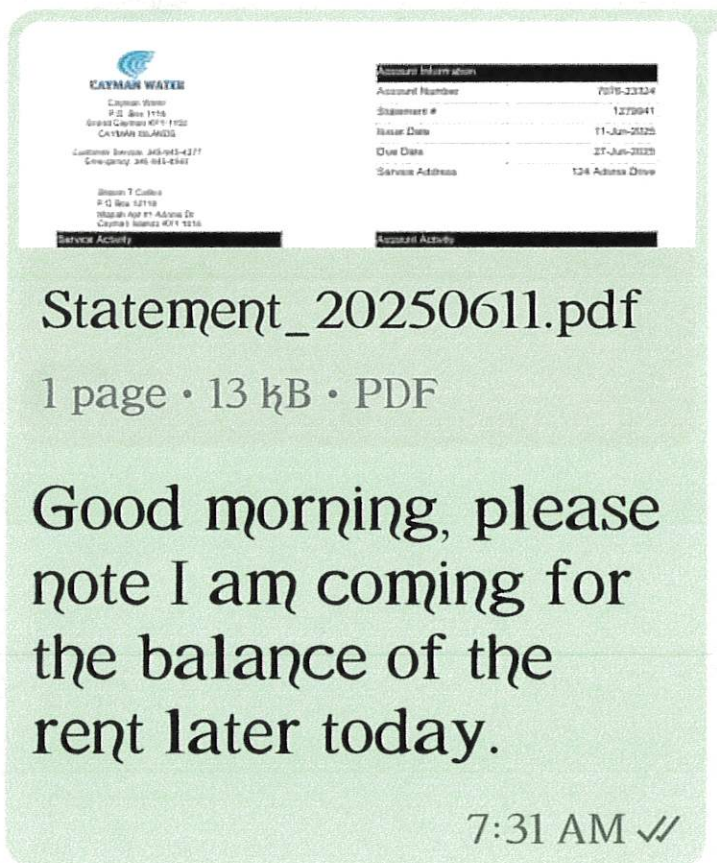
8:31 AM



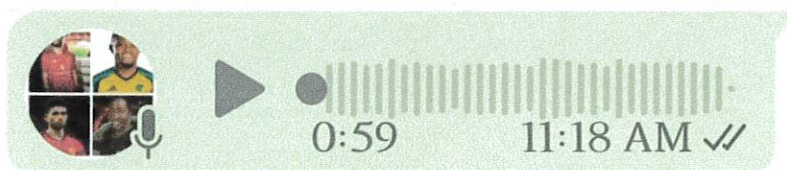
Message

Add
contact

June 14, 2025



June 21, 2025



S2025-0117

2025-07-11

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Sharon Collins

Plaintiff

AND:

Ismaray Torres

DefendantACKNOWLEDGMENT 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.

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.