



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. OF 2025

BETWEEN: GABRIELLA RACHEL EBANKS

PLAINTIFF

AND SOPHIE ROBERTS T/A SR GENERAL MAINTENANCE

DEFENDANT

PLAINT

TO THE DEFENDANT:

Sophie Roberts T/A SR General Maintenance
Grand Cayman, Cayman Islands
345-938-4884
s.roberts.cdw@gmail.com / aservicessupreme@gmail.com

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 Complaint 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, Cayman Islands, the accompanying 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 29th day of July 2025

See overleaf for particulars of the Plaintiff's claim

This Complaint is filed by Gabriella Rachel Ebanks – the Plaintiff herein of PO Box 113 Grand Cayman KY1-1701
Cayman Islands cell: 929-0561 / email: gabriella.ebanks6@gmail.com

PARTICULARS OF CLAIM

- 1 On or about 28 April 2025 the Plaintiff responded to an advertisement on e caytrade for an 'All Inclusive Studio Apartment' renting for \$1,700 located at 877 Bodden Town Road, Apt #1, Pease Bay, Bodden Town, Grand Cayman ("the Apartment").
- 2 From 28 April - 7 May 2025 WhatsApp messages were exchanged between the Plaintiff and the Defendant (AKA Landlord) regarding amenities and to arrange for the Plaintiff to view the Apartment. *Going forward, 'WhatsApp messages' will be referred to as 'message(s)' – and all messages referred to were sent in 2025.*
- 3 On 1 May at 1:31 PM the Defendant sent a message to the Plaintiff indicating that someone else was interested in the Apartment for short-term. The Plaintiff responded that she needed to move this month [May], but wanted to see the Apartment before paying the deposit.
- 4 On Friday, 2 May 3:39 PM rent and security deposit in the sum of \$1,800 each was agreed between the parties. The \$100 additional sum to the advertised rental was to allow the Plaintiff's sister to also move into the Apartment along with the Plaintiff's 2-year old daughter- ~~Son~~
- 5 On Saturday, 3 May shortly after 5:00 PM the Plaintiff viewed the Apartment which was in a state of disarray, unlike the pictures provided in the e caytrade ad. Most of the furnishings, walls, doors, and A/C appeared very dirty and there were obvious repairs needed to throughout and the Defendant ensured that the Apartment would be ready for the Plaintiff to move in by 29 May provided that I paid the first month's rent by 26 May.
- 6 Tuesday, 6 May 1:51 PM the Defendant provided the Plaintiff with a pdf receipt as an attachment to a message for \$1,800 cash payment made by Plaintiff on 5 May as the deposit for the Apartment. Upon review of the receipt issued by the Defendant company it shows Payment Mode 'Cash', Received From 'Cash Sale' – without naming the Plaintiff as the person who paid the cash. Receipt also refers to an Invoice Number INV-19102119 dated 5 May, but the Plaintiff has never received an invoice, lease or contract for the Apartment.
- 7 At 7:43 PM on 6 May, the Plaintiff sent a reminder to the Defendant regarding the status of the A/C being cleaned or serviced when the Defendant stated that a new split air unit could be purchased by her but asked if I would cover the cost to install and find someone to do the installation to which I agreed.
- 8 On 7 May 9:58 PM Plaintiff texts reminder to Defendant to send the contract for the Apartment, to which the Defendant responded that she had been meaning to but hadn't gotten a chance as yet.
- 9 On 14 May the Plaintiff asked for the key to the Apartment to take another look around, and the Defendant provided the key to me. Once inside I noticed several concerning issues, first being a horrible smell coming from the bedroom. Upon closer inspection, the bed was the main source of the smell and was dirty, discoloured and had stains all over it. In addition, all of the bedroom furniture, including a painting on the wall appeared to have mold growing on it. I was not able to stay in the Apartment due to the overpowering smell and before leaving I noticed a broken kitchen window and screen and bugs were getting in a were dead or dying throughout the Apartment. I asked the

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Defendant if all of the bedroom contents could be removed from the Apartment as this would be a very serious health concern for all inhabitants. The Defendant explained that she would not have anywhere to store it and only agreed to remove the bed.

- 10 I had also been chasing the Defendant for a copy of contract for the Apartment so I could review it prior to paying first month's rent and move in but only received excuses from the Defendant without ever receiving or signing one.
- 11 On 29 May I informed the Defendant that I would not proceed with the rental and asked for a full refund of the deposit paid due to unresolved issues and multiple repairs needed that up to this point were taking a large amount of energy from the Plaintiff in attempting to get the Defendant on board with providing a safe and inhabitable living space, which the Apartment was not. The Defendant responded that she would require a month 'as stated in the contract', to which I responded that there was no contract. The Defendant then texted that 50% of the deposit would not be returned to the inconvenience caused.
- 12 The Plaintiff informed the Defendant she would be contacting the police to file a report which was done. The Defendant's response by text was that she would now be holding on to the entire deposit pending being contacted by the police. The police informed the Plaintiff that this would be a matter for the courts so I began putting together this complaint.
- 13 Prior to filing these proceedings, the Plaintiff followed up with the Defendant again and on 26 June 2025, the Defendant transferred partial refund of \$950 of the Plaintiff's deposit.
- 14 As of the date of this filing no further payments have been made.
- 15 As of the date of filing the Plaintiff claims the Defendant owes the remaining balance of security deposit for the Apartment being \$850 plus administration and court costs of \$150 plus any interest to be determined by law or as the Court deems fit.

And the Plaintiff claims:

- 1 Balance of refund of security deposit in the sum of CI\$850.
- 2 Any interest to be assessed according to the laws in the Cayman Islands.
- 3 Costs in the sum of \$150 related to filing fees, service and preparation in these proceedings.



GABRIELLA RACHEL EBANKS

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DEFENDANT

ACKNOWLEDGEMENT 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 defense on overleaf.

Service of the plaint is acknowledged accordingly._____
Defendant's signature

DATED this day of 2025

See Overleaf

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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

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