



**No. 1
Plaint**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 0162 of 2025

BETWEEN:

Thomas Peter Oakley

Plaintiff

AND:

(1) Penelope Bentley (2) Joanne Payne

Defendant

To the Defendant

To the First Defendant 108 Canal Point Drive, 56
Southampton Gardens, GT, KY1-1004
To the Second Defendant 108 Canal Point Drive, 56

THIS PLAINT has been issued against your 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 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 10 day of September 20 25

See overleaf for particulars of the Plaintiff's claim

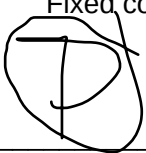
PARTICULARS OF CLAIM

(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)

See attached pages.

AND the Plaintiff claims:

- 1 The sum of \$2,300 CI _____.
- 2 Interest in the sum of \$123.12 _____ calculated at the prescribed rate from to date.
- 3 Fixed costs of \$205 CI & £14.79GBP, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

10 Market Street, Unit #2236
Grand Cayman, KY1-9006

1. On the 23rd of January 2025 the Plaintiff paid a security deposit of \$23,000 CI to the Defendants in order to lease #121, 19 North, West Bay.
2. On the 28th of January the lease was signed by the Plaintiff and Defendants, to be in effect from 1st of March 2025 until 28th of February 2026.
3. On the 28th of February the Plaintiff received permission to move their belongings into the premises early. Upon arrival some existing damage was noted, scuff marks on the wall, two doors which collide with the wall when opened resulting in holes in the wall and scuff marks on the floor next to the closet due to the door. Additionally the Plaintiff suggested ways the damage could be mitigated in future.
4. On the 3rd of March the Defendants arrived at 19 North, agreed the damage existed but did not intend to fix or mitigate it.
5. On the 9th of May 2025 the Plaintiff's received Notice of Termination from their employer. The Termination Date was for the same day, 9th of May 2025.
6. As per clause 22 of the lease, the Plaintiff is required to provide 30 days written notice with confirmation from their employer. After this notice period the lease becomes void and the security deposit is returned as normal.
7. On the same day the Plaintiff informed the First Defendant of this news via WhatsApp. The First Defendant agreed to arrive in person that day.
8. During that meeting the Notice of Termination was made available in it's original form to the First Defendant. The First Defendant reviewed the physical documents but declined to take them. When offered an email copy they also declined.
9. On the 10th of May, the next day, the Second Defendant reached out via WhatsApp, stating among other things "Your notice was as of yesterday".
10. In the same discussion the Plaintiff informed the Defendants that they had not made an account with the water company yet.
11. Later on the 10th of May the Plaintiff and both of the Defendants met in person to again discuss the news.
12. The events described in point 8 where repeated, now with both Defendants present to receive the Notice of Termination. Again they declined any physical or digital copy.
13. The Plaintiff agreed to vacate on the 12th of May 2025, returning the keys on that day so it may be rented immediately. Additionally the Plaintiff did not request the value of the rent for the remainder of the month be returned.
14. During this meeting the Defendants revealed they did not know the status of the water bill, including if the prior tenant had paid all bills. It was agreed the Plaintiff would pay the amount they used once it was known.
15. After leaving the First Defendant confirmed to the Plaintiff via WhatsApp that they did not know the status of the water bill.
16. Later on the 10th of May the Plaintiff sent the Notice of Termination via WhatsApp to the First Defendant along with some queries on particulars. After prompting for a response the next day the First Defendant acknowledges the message.
17. On the 12th of May the Plaintiff packed up their belongings and cleaned the unit. This included sweeping and mopping the floors, washing and drying the bedding, clearing out all perishables and removing all waste from the unit. In addition to this the Plaintiff left behind cleaning supplies, toiletries and a beach towel free of charge, just as the previous tenant had. The unit was left in best possible condition with all fixtures and fittings in working order, cleaned and with no remaining refuse. The Plaintiff will provide photos which prove state of the unit.
18. On this day the Plaintiff sent a message via WhatsApp to the Second Defendant indicating they where unable to determine the water bill but all other utilities had been resolved.
19. According to clause 4 of the lease within 30 days of vacating the premises it shall be inspected and the security deposit should have been returned minus any necessary charges for repairs, cleaning, utilities etc.
20. On the 17th of June, 37 days after vacating, the Plaintiff enquired after the security deposit. The First Defendant responded on the 19th of June, 2 days later, "We are travelling back from Australia - I will answer you on our return to Cayman. ".
21. On the 30th of June, 50 days after vacating, the Plaintiff again requested a response. The next day the First Defendant made several claims:
22. The First Defendant claimed no notice period has been provided.
23. The First Defendant claimed the utilities where unpaid.

24. The First Defendant claimed the unit was left filthy, there were markings on the walls, dirty laundry left behind and belongings to be disposed of.
25. The First Defendant claimed the fridge door was damaged.
26. The First Defendant claimed “the cost of everything we had to settle and our time is worth more than the deposit.
27. Upon being asked for evidence of their claims the First Defendant responded “Maybe if you would have adhered to your responsibilities you would have that information”.
28. The Plaintiff, on the same day, responded to point 23 that, as per points 10, 14 and 15, the value of the water bill would be paid by the Plaintiff when it was known. All other bills were accounted for, and even overpaid in many cases.
29. The Plaintiff responded to points 24 & 25 with their recollection of the events in point 17.
30. The Plaintiff then asserted according to clause 4 of the lease that these are the only factors that matter. In this case point 22 is irrelevant as even if it not provably false by points 7, 8, 9, 12 & 16 the notice being observed is not a requirement for the security deposit to be returned.
31. The Plaintiff reasserted that evidence was required. The First Defendant did not respond to this rebuttal or request to evidence their claims.
32. On the 15th of August, 17 days later, the Plaintiff sent a letter before action via email to both of the Defendants, detailing the events set out so far and requesting a reasonable explanation and evidence to what the funds were used on. The deadline for this letter was before the 30th of August.
33. On the 31st of August the Defendants responded in a joint email. They restated points 22, 23, 24, 25 & 26 without regard for the rebuttal provided on point 28 or any evidence for these claims.
34. The Defendants additionally put forward that the Plaintiff had not paid rent on time each and every month.
35. The Plaintiff would defend against point 34 by firstly making the argument that there is no connection between the return of the security deposit and the lateness of rent. Clause 6 in the lease punishes late rent, however it allows until the 5PM of the 5th every month. This clause was not once exercised.
36. After three requests and in the face of legal action the Defendants provide no photos of the damage and no receipts from cleaners, builders or anyone else involved in the repair of the property. If they are to be believed this information should be trivially available. This makes it impossible to determine if the damage is real but occurred after the Plaintiff left the property, if damage is minor wear and tear (allowed by clause 9 of the lease) that has now been grossly overstated or if the damage is completely fictional.
37. If the Defendants are to be believed they have spent thousands of pounds to settle utilities, pay professional cleaners and themselves in lost wages in order to bring the property back into repair. This is contrary to their previous actions per point 4 when they ignored existing damage to the property as well as the potential for future damage which could be cheaply avoided.
38. The Defendants have provided no evidence that the utility bill has been settled. This makes it impossible to determine if the Plaintiff’s fair share of the utility bill has been paid out of the security deposit, or if the funds have been misappropriated.
39. Without evidence that an inspection and assessment took place within 30 days of vacating the property, and without evidence the Defendants have spent the security deposit as claimed, the Plaintiff claims the terms of the lease have been broken and the security deposit has been unlawfully withheld. The Defendants should return the value of the security deposit plus interest at the prescribed rate.
40. Plaintiff cannot see any alternative to legal action, as the Defendants have over many months refused to evidence their position and have told provable lies instead of engaging honestly.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_____ of 20__

Between:Plaintiff**AND:**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 Plaint 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.