



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 186 of 20²⁵

BETWEEN:

Jehanzeb Haider

Plaintiff

AND:

Ms. Marsha Eleweanya and Mr. Obinna Eleweanya

Defendant

To the Defendant

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 day of 20

See overleaf for particulars of the Plaintiff's claim

Statement of Complaint

Plaintiff: Jehanzeb Haider

Defendants: Ms. Marsha Eleweanya and Mr. Obinna Eleweanya

Matter: Failure to refund security deposit of C\$2,600 following vacation of rental property

Days Overdue: 108 days

Background

1. I, Jehanzeb Haider, was a tenant at a property owned by Ms. Marsha Eleweanya and Mr. Obinna Eleweanya under a residential lease agreement.
 2. The lease was mutually agreed to be terminated before its completion, with Ms. Marsha Eleweanya's consent, and she confirmed that my security deposit of C\$2,600 would be refunded.
 3. The property was vacated in good and clean condition, with steam cleaning performed before handing over the keys.
 4. I also requested that Ms. Eleweanya inspect the property and notify me of any issues or deficiencies, but she never raised any concerns prior to or after the handover.
 5. Through email correspondence, I agreed that Ms. Eleweanya could deduct the outstanding water bill of C\$148.48 and reasonable cleaning costs for the sofa and carpet, although she never provided an invoice or evidence of such cleaning expenses.
 6. Despite this agreement and repeated attempts to communicate through email, calls, and messages, Ms. Eleweanya has failed to refund the remaining balance of the security deposit.
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Notice of Refund Request

7. On 30 September 2025, I issued a 14-day written notice to Ms. Eleweanya to refund the balance of my security deposit.
 8. The notice period has since lapsed, and she has not responded nor made any payment.
 9. The only response received from Ms. Eleweanya came after I informed her that I would seek legal assistance if the matter was not resolved.
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Issue

10. The Defendants have failed to refund the balance of my CI\$2,600 security deposit despite agreeing to do so in writing.
 11. The Defendants have been unresponsive to multiple attempts of contact and have not provided receipts or documentation to justify any deductions.
 12. The Defendants' actions amount to breach of agreement and unjust withholding of funds that are lawfully owed to me.
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Relief Sought

I respectfully request that the Court:

1. Order the Defendants to refund the balance of my security deposit in the amount of CI\$2,600, less any proven and reasonable deductions for the water bill and cleaning costs of the sofa and carpet.
 2. Acknowledge that I have vacated the premises in clean and acceptable condition as required under the lease.
 3. Recognize that the Defendants have failed to act in good faith and have ignored multiple communications regarding this matter.
 4. Grant any further relief the Court deems just and appropriate, including consideration of the delay period exceeding 108 days.
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Submitted by:

Jehanzeb Haider

Date: 15 October 2025

RENTAL AGREEMENT

THIS AGREEMENT made this 1st day of January 2024 by and between Marsha Eleweanya and Obinna Eleweanya herein called "Landlord(s)," and Jahanzeb Haider herein called "Tenant(s)." Landlord hereby agrees to rent property located at 69 Outpost Street in the District of South Sound, of Grand Cayman, Cayman Islands, described as follows: Block: 15C Parcel: 209H2, Apartment #2, (Fully furnished 2 bedrooms, 2 1/2 bathrooms with lounge Townhouse). Accommodation downstairs include living, dining and kitchen areas. Apartment is rented fully furnished (see inventory attached) with accessible modern conveniences.

Commencing on the 1st day of January two thousand and twenty four until the 31st day of December two thousand and twenty five, at which time this agreement is terminated. Landlord rents the premises to Tenant on the following terms and conditions:

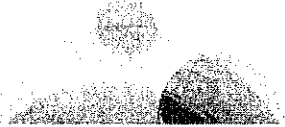
1. Rent

Tenant agrees to pay Landlord rent in the sum of Two thousand six hundred Cayman Islands dollars CI\$2600.00 per month, due and payable monthly in advance on the first day of each month during the term of this agreement.

Payments to be deposited directly to Scotia bank checking account #: 7003640, Routing/transit #: 10785 Account Name: Marsha Eleweanya.

2. Legal Obligations

Tenant hereby acknowledges legal obligation to pay rent on time each and every month regardless of any other debts or responsibilities. All utilities are the sole responsibility of the tenant and must be paid by tenant. Tenant agree to be fully liable for any back rent owed and also acknowledge that defaulting on this Rental



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damage caused by tenant are expected to be performed by or at the direction of the Tenant, and is the sole responsibility of the Tenant.

Any and all repairs made at the direction of the Tenant shall be done by a competent professional, or by the Tenant providing that the Tenant is capable and qualified to make said repairs.

All repairs shall be done in compliance with all applicable codes and regulations. Any repair that is estimated to cost more than fifty dollars (\$50) must receive permission of the Landlord prior to being made. The Tenant acknowledges responsibility for any damages caused by their negligence and that of their guests or invitees.

Landlord will maintain the apartment in good repair (structure and appliances) outside of negligent cause by tenant.

11. Plumbing and Electricity

Tenant agrees not to put or pour any debris, grease, paper towels, Q-tips, tampons, newspaper, food, or any other matter in the sink drain or toilets. Tenant agrees to pay the ENTIRE AMOUNT on bills for all sewer cleaning services resulting from clogged pipes/sewer back-up.

Tenant must not overload electrical circuits. Only two electrically operated items may be plugged in any electrical receptacle.

12. Tenant Insurance

No rights of storage are given by this Lease Agreement. The Tenant agrees to hold the Landlord harmless from any liability by reason of personal injury to any person and for property damage occurring on or about or connected with the Premises or resulting from the Tenant use thereof.

The Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. The Tenant agrees to purchase Renter's Insurance at their own expense, sufficient to cover themselves and their property from damage or injury caused by fire, theft, burglary, and breakage, and electrical connections and hereby relieves the Landlord of all risks that may be insured



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thereunder. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

13. Abandonment

If Tenant leaves the premises unoccupied for 15 days without paying rent in advance for that month, or while owing any back rent from previous months, which has remained unpaid; the Landlord and/or his representatives have the right to take immediate possession of the property and to bar the Resident from returning. Landlord will also have the right to remove any property that the Residents have left behind and store it at Tenant's expense.

14. Lock Policy

No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

15. Condition of Premises

The Tenant acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not good, they agree to report it to Landlord within 3 days of taking possession of the property. They agree that failure to file any written notice of defects will be legally binding proof that the property is in good condition at the time of occupancy.

16. Inventory and Inspection

Landlord warrants that all major systems will be functional and in good repair at time of possession.

Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater, etc., will either be in working order or will be repaired once Tenant have completed the Inspection and Inventory.

Tenant is encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised the Landlord does not normally repair or

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replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

17. Tenant Responsibility

Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in sanitary condition. The Tenant agrees not to permit any deterioration or destruction to occur while they are occupying the property. They agree to maintain the walls, woodwork, floors, furnishings, fixtures and appliances, windows, screens, doors, fences, plumbing, air-conditioning and heating, electrical and mechanical systems as well as the general structure and appearance of the property. Tenant agrees to follow all Landlord instructions, especially where posted.

18. Alterations

Tenant shall make no alterations, decorations, additions or improvements in or to the premises without the Landlord's prior written consent, and then only by contractors or mechanics approved by Landlord.

The Tenant specifically agree that no tacks, nails, screws, etc., will be driven into the walls, nor will they be marred or torn by glue or tape. They also acknowledge that they will be responsible for and pay any damage done by rain, wind, hail, tornadoes, hurricanes, etc., if this damage is caused by leaving windows open, allowing stoppage and/or overflow or water and/or sewage pipes, broken windows

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or doors, torn screens, broken door and window locks, etc. or any damage caused while Tenant has occupancy.

19. Utilities

Tenant specifically authorizes Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement.

20. Roof and Termite Alert

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

21. Access To Premises

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

22. Pest-Control Policy

Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Owner is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on the premises.

25. Pets

No pet shall be brought onto the Premises (even temporarily) without the express written permission of the Landlord. Where written agreement to allow a pet is

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done between Landlord and Tenant please refer to pet addendum attached to this rental agreement.

26. Legal Binding

Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

The Owners Marsha Eleweanya and Obinna Eleweanya may be represented at various times by an assigned agent who will provide clear identification on arrival. Owner's mailing address is P.O. Box 1203, KY1-1108 Grand Cayman, Cayman Islands.

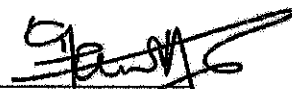
27. Full Disclosure

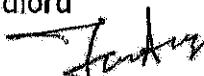
The Tenant signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement.

Signature by the Tenant on this Rental Agreement is acknowledgment to the aforementioned and he/she has received a signed copy of the Rental Agreement.

Accepted this twenty second day of December 2023.


Marsha Eleweanya
Landlord


Obinna Eleweanya
Landlord

 22/12/2023
Jehanzeb Haider
Tenant

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Jehanzeb Haider

Plaintiff**AND:**Marsh Eleweanya
Obinna EleweanyaDefendantACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

HSA, 95 Hospital Road
George Town, Grand Cayman
Cayman Islands.

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.