



**No. 1  
Plaint**

**SUMMARY COURT AT GEORGE TOWN**

**Cause No. SC\_\_\_ of 20**

**BETWEEN:**

VALESKA ALEXANDER AND ANDRE ALEXANDER

Plaintiff

**AND:**

CORNERSTONE PROPERTIES LTD.  
PROPERTY MANAGEMENT COMPANY FOR  
EXECUTIVE SUITES

Defendant

To the Defendant

197 Keturah Street  
Executive Suites Apartment  
George Town  
Grand Cayman  
  
Executivesuitesaptgmail.com  
+13453242761

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 defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

**Issued** this 25 day of September 2026

(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)

1. **The Plaintiffs** are Valeska Alexander and Andre Alexander, former tenants of Unit #28, Executive Suites, 197 Keturah Street, Grand Cayman, KY1-1101, Cayman Islands.
2. **The Defendant** is Cornerstone Properties Ltd. (operating under the trading style or management name "Executive Suites"), with a registered office/address for service at P.O. Box 709, Grand Cayman, KY1-9006, Cayman Islands.
3. **Misrepresentation and Breach of Advertising:** Prior to entering into the tenancy, the Defendant advertised the Premises as a secure, gated community suitable for families. Relying on these representations, the Plaintiffs entered into a residential Tenancy Agreement dated September 25, 2025, for a fixed term of one year commencing on October 1, 2025, at a monthly rental of CI\$2,750.00.
4. **Failure of Amenities and Breach of Contract:** Contrary to the advertisements, the security gate was perpetually broken, and the community was overrun with non-stop illegal activities. Specifically, the Defendant failed to rectify rampant neighbour smoking (including illicit substances) and constant speeding by vehicles in the parking lot that severely endangered the lives of the Plaintiffs' minor children. The plaintiff were also told the unit is a rental unit.
5. **Early Termination Request and Coercion:** Within the first two months of the tenancy, the Plaintiffs formally requested to end their lease on the grounds that the property was not as advertised and was unsafe. The Defendant refused, stating that the Plaintiffs would forfeit their security deposit, thereby coercing them to remain under false pretenses. Given this the plaintiff continued under the contract. Given that the plaintiffs were not in a financial position to forfeit the deposit they agreed to stay and advised the property manager that they will not renew at the end of the one year lease.
6. **Deposits Paid:** Pursuant to the terms of the tenancy, the Plaintiffs paid to the Defendant:
  - CI\$2,750.00 as a Security Deposit.
  - CI\$400.00 as a Utility Deposit.
7. **Breach of Landlord's Obligations & Habitability:** Throughout the term, the Defendant failed to maintain the Premises in a tenantable condition, failing to address:
  - A consistently leaking upstairs toilet reported since day one that resulted in incredibly high-water bills.
  - A mold-infested air conditioning unit, forcing the Plaintiffs to pay out-of-pocket for professional cleaning after an incompetent maintenance attempt. Plus, the family incurred medical expenses due to the health impacts it had on their asthmatic children.
  - An unsafe, unstable dresser left unreplaced despite repeated notice.

8. **Retaliatory Eviction and Deceptive Motives:** On July 2st, 2026, the Defendant issued notice for a building-wide unit inspection. When the Plaintiffs legitimately questioned this short-notice intrusion—noting that a formal inspection had already occurred in October 2025 alongside multiple uncontracted monthly entries—and reiterated longstanding, unaddressed maintenance and safety hazards, the Defendant abruptly issued a punitive Notice to Vacate on July 3, 2026. The plaintiffs' and their family moved out of the unit on July 10th, 2026. Furthermore, the Defendant's maintenance personnel subsequently admitted that the actual motivation for the eviction was that original owner had sold the unit and was obliged to turn over the keys within 30 days. The maintenance person also disclosed that the property management were mandated to do monthly inspections. This material fact regarding monthly inspections and the potential immediate displacement was fraudulently concealed by the Defendants to the Plaintiffs prior to the execution of the lease. The Plaintiffs' and their five children were homeless as a result of this for a period of 1 week and stayed in the homes of relatives until they could secure finances to rent a new home.
9. **Unlawful Entry Post-Notice:** Furthermore, after issuing the eviction notice, the Defendant's personnel entered the property without the leaseholders' consent. Despite the leaseholders having expressly stated that they did not wish to be subjected to any further monthly inspections, as such inspections were not required under the terms of their lease agreement, the Defendant proceeded to conduct an inspection before proceeding with the eviction.
10. **Wrongful Rent Withholding, Bad Faith Deposit Retention, and Departure:** As a direct result of the Defendant's forced eviction, the Plaintiffs vacated the premises on the 10th of the month. The Plaintiffs' and their five children were homeless as a result of this for a period of 1 week and stayed in the homes of relatives. Following their departure, the Plaintiffs communicated directly with the property manager and were initially advised that funds (including deposits/rent) would be returned once all utilities were fully settled. The Plaintiffs honored their contractual obligations and paid the utilities with the respective companies. However, despite the Plaintiffs fully settling all outstanding utility obligations, the Defendant acted in bad faith by reneging on this communication and arbitrarily declaring that they would retain all funds and return nothing at all due to the fact the plaintiffs broke their lease. Furthermore, the Defendant has wrongfully sought to withhold or claim unearned rent for the remainder of the month and for August 2026, to which they are neither legally nor contractually entitled to given that the Defendant issued an eviction notice. The unit was returned with no damage.

AND the Plaintiff claims:

1. **Full and immediate refund** of the Security Deposit in the amount of **CI\$2,750.00**.
2. **Full and immediate refund** of the Utility Deposit in the amount of **CI\$400.00**.
3. **Additional compensation in the amount of CI\$10,000.00** for financial burdens, relocation costs, fraudulent inducement/misrepresentation regarding community security, and damages incurred as a direct result of the Defendant's retaliatory eviction and concealment of the property's sale status.
4. **Costs** of this action.
5. Such Relief as this Honorable Court deems just.

Valeska Alexander

VALESKA ALEXANDER

A. Alexander

ANDRE ALEXANDER

Plaintiff's address for service

107 Pennsylvania Avenue  
Unit 2  
  
P.O 31345  
Grand Cayman KY1-1206 SMB  
Cayman Islands  
  
+1345-926-7705  
[valeskacstll@gmail.com](mailto:valeskacstll@gmail.com)  
  
[dredre267@gmail.com](mailto:dredre267@gmail.com)

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20

**Between:**

VALESKA ALEXANDER AND ANDRE ALEXANDER

Plaintiff**AND:**CORNERSTONE PROPERTIES LTD.  
PROPERTY MANAGEMENT COMPANY FOR  
EXECUTIVE SUITESDefendantACKNOWLEDGMENT OF SERVICE

- 1 State Defendant's name and address -

Cornerstone properties Ltd.  
 197 Keturah Street  
 Executive Suites Apartments  
 George Town  
 Grand Cayman  
 Executivesuitesapt@gmail.com +345-324-2761

- 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 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.