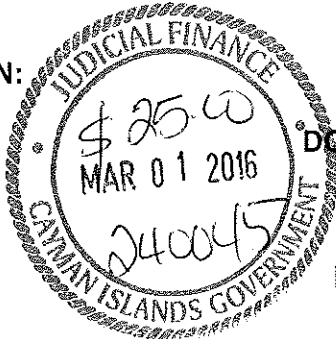


PLAINT

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 0047 OF 2016

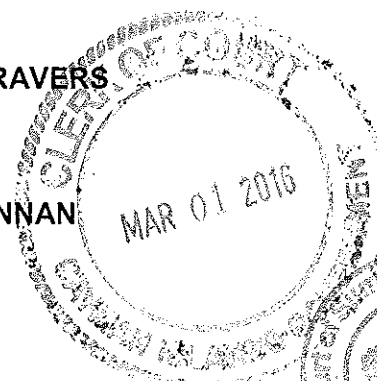
BETWEEN:



DOW ANTHONY TRAVERS

Plaintiff

AND:



PAULETTE BRENNAN

Defendant

To the Defendant:

PO Box 31319  
Grand Cayman KY1-1209  
CAYMAN ISLANDS



**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 date of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledge of Service form stating therein whether you intend to contest this action. If you intent 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 1 day of March 2016

See overleaf for particulars of the Plaintiff's claim.

## PARTICULARS OF CLAIM

1. On 3 June 2014, the Plaintiff (**Mr Travers**) entered into a Tenancy Agreement (the **First Tenancy Agreement**) with the Defendant (**Ms Brennan**) to occupy the premises known as 21 Surrey Lane, Grand Cayman, Cayman Islands (the **Premises**). The First Tenancy Agreement contains a typographical error and erroneously records that it was entered into on 3 June 2013. The lease pursuant to the First Tenancy Agreement commenced on 6 June 2014 with a term of 12 months and was negotiated through Century 21 Realtors.
2. The First Tenancy Agreement set out, amongst other things, the monthly rent terms as CI\$2,800.00 payable per month with a security deposit and pet deposit totaling CI\$3,300.00 payable at the time of commencement.
3. Within the sixty day notice period provided for at the end of the First Tenancy Agreement, Mr Travers requested to occupy the Premises for an additional six months. Ms Brennan agreed on condition that a separate Lease Agreement commencing on 1 June 2015 be entered into between herself and Mr Travers without the involvement of any realtors (the **Second Tenancy Agreement**). Mr Travers agreed and a separate Second Tenancy Agreement was negotiated. This commenced on 1 June 2015 and expired on 1 December 2015.
4. Upon commencement of the Second Tenancy Agreement on 1 June 2015, the First Tenancy Agreement was terminated by mutual consent and the security deposit paid by Mr Travers under the First Tenancy Agreement was refunded in full by Ms Brennan and applied to the Second Tenancy Agreement.
5. The Second Tenancy Agreement terminated on 1 December 2015, whereupon Mr Travers vacated the property and requested repayment of his deposit from Ms Brennan. Pursuant to the Second Tenancy Agreement (paragraph 3 under the Landlord's Obligations heading on page 3) *"If furniture and premises are in good condition the Landlord will Return said security deposit within thirty (30) days of Tenant vacating The Premises provided all terms and conditions of the Lease have been Met."* In breach of that provision, instead of returning the deposit within the said thirty days, on 18 December 2015, Ms Brennan wrote to Mr Travers claiming that Mr Travers had "destroyed" the rental property and owed her

CI\$5,325.00 in damages, meaning that in addition to forfeiting the security deposit and pet deposit held on account, Ms Brennan is claiming that Mr Travers owes her an additional CI\$2,025.00.

6. Mr Travers denies that the alleged destruction in fact occurred and/or was caused by him and was anything other than fair wear and tear. Mr Travers puts Ms Brennan to strict proof in respect of each and every item of damage that she alleges was caused by him, the cost of each and every remedial work done to the Premises, and any other breach of the Second Tenancy Agreement or resulting damage that she alleges to have occurred.
7. It is the Plaintiff's case that the Defendant has breached paragraph 3 of the Landlord's Obligations section of the Second Tenancy Agreement, and owes the Plaintiff the amount of CI\$3,300.00, this being his security deposit and pet deposit refunded in its totality.

**AND THE PLAINTIFF CLAIMS:**

- 1 The sum of CI\$3,300.00
- 2 Interest at the rate of 2.375% to be assessed.
- 3 Costs of \$1,000.00, alternatively costs to be assessed.

Travers Thorp Alberga  
Travers Thorp Alberga  
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service

Travers Thorp Alberga  
Attorneys-at-Law  
Harbour Place, 103 South Church Street  
PO Box 472  
Grand Cayman KY1-1106  
CAYMAN ISLANDS

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC

OF 2016

BETWEEN:

DOW ANTHONY TRAVERS

Plaintiff

AND:

PAULETTE BRENNAN

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendants' 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 intent 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        , 2016

**See overleaf**

## PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants say that they are not liable to the Plaintiffs, 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 495, George Town, Grand Cayman KY1-1106, within 14 days of the receipt otherwise a default judgment may be entered against you.