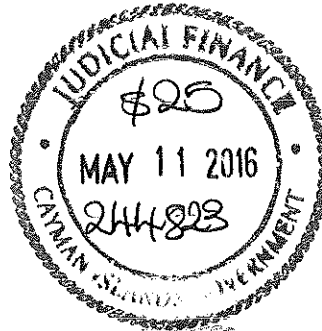


No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 118 of 2016

BETWEEN:

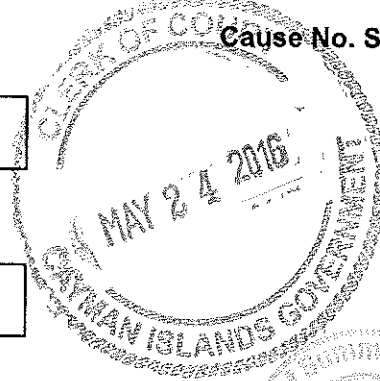
REMI TETOT

Plaintiff

AND:

CHERYL KRUEGER

Defendant



To the Defendant

42 Lizard Run Drive, Grand Cayman  
PO Box 31545  
Grand Cayman KY1 1207

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 Plaintiff 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

**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.*

AND the Plaintiff claims:

- 1 The sum of \$3350 CI
- 2 Interest in the sum of \$ \_\_\_\_\_, calculated at the prescribed rate from \_\_\_\_\_ to date.
- 3 Fixed costs of \$ 150, alternatively costs to be assessed.

Plaintiff's Signature



Plaintiff's address for service

REMI @ REALVISIONTV.COM +1345 939 8393  
P.O. Box 10315 KY1-1003

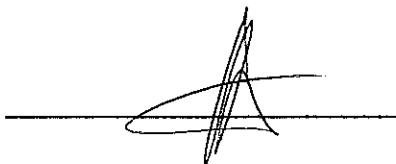
## PARTICULARS OF CLAIM

1. Plaintiff enters into lease with defendant on the 23<sup>rd</sup> Sep 2014 to commence from the 1<sup>st</sup> October 2014 for a 12-month period. However due to unforeseen circumstances needed to terminate the lease early.
2. Plaintiff makes Debi Bergstrom (rental agent acting on his behalf) aware on 8<sup>th</sup> June 2015 that he would like to terminate the lease early, effective the 31<sup>st</sup> July 2015.
3. Debi emails defendant on 8<sup>th</sup> June 2015 to advise of the early termination request by plaintiff. The defendant contacts Raoul Pal (on island contact as plaintiff was overseas) acknowledging plaintiff's request to terminate lease. Defendant advises Raoul that she has already started advertising the property for a new tenant and asks Raoul for detailed availability and travel plans to assist in planning her viewings of the apartment.
4. Raoul provides detailed travel plans to defendant as requested, and assures defendant of his flexibility to assist with the viewings.
5. Defendant asks Raoul if she is able to find a tenant for an earlier date of 1<sup>st</sup> July 2015, if this is possible. Raoul confirms with defendant that he will do anything to make it easy for the defendant and will stay in hotels for a month if necessary, to assist.
6. Defendant emails Raoul 2 days later on the 10<sup>th</sup> June advising she has gone to the apartment the previous day to prepare for the viewings and has found many issues (and suggestions to rectify) in the apartment, as stated below:
  - Severe mold in the plaintiff's room and on the bar stools (wants to call ropers to clean)
  - The washer drum being wobbly (need to call appliance doctor to repair)
  - Noticed black bugs on the kitchen counter (need to call for interior pest control)
  - The AC has been off for extended period of time which has caused box springs to rust and get squeaky (needs to replace two box springs)She asks to meet with Raoul to discuss. Defendant advises that based on the issues above she does not think the unit will get rented for July 1<sup>st</sup>. At no point was there any mention of how these repairs were to be paid for.
7. Raoul responds to defendant's email and advises he was not aware of these issues and says he can meet to discuss.
8. Raoul and defendant meet
9. Defendant emails Raoul on 11<sup>th</sup> June thanking him for meeting and advises that her handyman will come to fix the issues in the unit. Raoul and Defendant discuss a suitable time for the handyman to do the works.
10. Raoul emails defendant to advise that an existing smell in the apartment is getting worse, and thinks the air con filters need to be checked or replaced. Raoul advises that the plaintiff used to turn the air con on every day but not all day. Raoul says that the bugs are from some pasta and should be gone soon. The defendant advises the a/c is serviced quarterly and that she will have the cleaners check the ductwork.
11. On the 17<sup>th</sup> and 18<sup>th</sup> June respectively, Raoul receives emails from Heather Carrigan (defendant's sales agent) advising that she will be showing the unit to interested parties. At this point it is not mentioned whether it is being shown for rent or for sale, as is soon discovered.
12. On the 19<sup>th</sup> June Raoul contacts the defendant asking if he will be vacating for July 1<sup>st</sup>. Defendant responds no and says August 1<sup>st</sup>.

## PARTICULARS OF CLAIM

13. On the 24<sup>th</sup> June Heather Carrigan emails Raoul to advise 'the purchaser' needs a water cancellation form. This is the first mention of the unit being sold. Between the 24<sup>th</sup> and 26<sup>th</sup> June there are emails requesting the water cancellation form and internet password from Raoul or the plaintiff to provide to the new owner.
14. On the 27<sup>th</sup> June the defendant emails Raoul thanking him for his cooperation with having the unit cleaned and ready to show. Again there is no mention of any costs being deducted from the security deposit.
15. On the 27<sup>th</sup> June the plaintiff provides the internet password as requested and advises he is having issues providing the cancellation form as he has scanning issues.
16. On the 1<sup>st</sup> July the defendant emails the new owner and provides her with Raoul's contact details to settle the water account. This is the last we hear from the defendant.
17. Debi contacts the defendant on the 2<sup>nd</sup> July to ask how to arrange to get the deposit back for the plaintiff but receives no response from the defendant.
18. The plaintiff emails the defendant to ask for an explanation to what is happening with deposit. The plaintiff states he always cooperated with viewings and had he known the unit was for sale he would not have taken it. The plaintiff asks the defendant to make arrangements with Debi for the return of the deposit. No response was received from the defendant.
19. On the 19<sup>th</sup> of August the plaintiff emails the defendant again stating he has liaised with his lawyer and there is no justification for the deposit to be withheld but that he would like to resolve the matter amicably without having to go to court. No response was received by the defendant.
20. The defendant should return the full deposit owed to the plaintiff as it was agreed by both parties to terminate the lease early.

Signed by Plaintiff, Remi Tetot

A handwritten signature in black ink, appearing to be 'Remi Tetot', is written over a horizontal line. The signature is stylized with a large, sweeping initial 'R' and 'T'.

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

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

Between:

REMI TETOT

Plaintiff

AND:

CHERYL KRUEGER

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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 not 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).

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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.