

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 187 OF 2017

BETWEEN:

MALECHI ABUBAKA



Plaintiff

AND

- (1) VERCA PROPERTIES LTD.
- (2) DR. CIRIACO BORROTO
- (3) DELCORA BORROTO

Defendants



PLAINT

TO:

Verca Properties Ltd.
 PO Box 35
 George Town
 Grand Cayman, KY1-1601
 Cayman Islands

Dr. Ciriaco Borroto and Delcora
 Borroto
 PO Box 35
 George Town
 Grand Cayman, KY1-1601
 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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 Acknowledgment of Service form.

If you fail to satisfy the claim or to return the Acknowledgment 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 19 day of September 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is an individual who resides in the Cayman Islands with a mailing address of PO Box 108 Market Street, George Town, Grand Cayman KY1-9006, Cayman Islands.
2. The First Defendant is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The First Defendant's registered office is PO Box 35, Grand Cayman, KY1-1601, Cayman Islands.
3. The Second and Third Defendants are individuals whose mailing address in the Cayman Islands is PO Box 35, Grand Cayman, KY1-1601, Cayman Islands. The Second and Third Defendants are directors/shareholders of the First Defendant company.
4. The Lease dated 14 February 2017 ("the Lease") sets out the agreement between the Plaintiff and the Defendants. The circumstance which a Landlord can retain a deposit are set out in Clause 1 of the Lease, whilst Clause 2 sets out the obligations of the Plaintiff. Clause 1 and 2 of the Lease state *inter alia*, as follows:

"...the deposit...shall be held by the Landlords as security for the due performance by the Tenant/s of their obligations hereunder and subject thereto shall be repaid to the Tenant/s subject to final inspection no later than five (5) working days following the Tenant/s vacating the premises. Subject to paragraph 2(n), the deposit/s shall be repaid by the Landlord's less sum as shall be equivalent to any loss suffered by the Landlord/s as a result of any non-observance or non-performance by the Tenant/s of the lease stated herein. Also, subject to paragraph 2(n), it should be further understood that the security deposits shall be forfeited if the lease is terminated before the end of aforesaid lease period..."

"(i)...major maintenance and repair of the leased premises, not due to the Tenant's waste or neglect...shall be the responsibility of the Landlord/s. Tenants must notify Landlord for repairs."

Exhibited as "POC1" is a copy of the Lease Agreement.

5. Landlord's responsibilities are provided for in section 40 of the Residential and Tenancies Law 2009 ("the Law") which states *inter alia*, as follows:

“(1) a landlord shall at commencement of the tenancy provide the tenant with premises which are fit for human habitation.

...(6)(b) where the tenant notifies the landlord of the state of disrepair or makes reasonable attempt to do so and the landlord fails to make the necessary repairs the tenant is entitled to recover from the landlord the reasonable costs of having the repairs carried out.”

Exhibited as “**POC2**” is a copy of the relevant provisions of the Residential and Tenancies Law 2009.

6. On or around 14 February 2017 the Plaintiff and First Defendant entered into a tenancy agreement. On the 19 February 2017 the Plaintiff, by way of email correspondence, notified the Defendants' Realtor Ms. Carolyn Ritch of Ritch Realty, of the *kitchen sink being damp and mouldy*, indicating that the conditions of the premises were not favourable and requested that the Defendants assisted with these issues. Exhibited as “**POC3**” is a copy of the abovementioned correspondence.
7. Further email correspondence on 8 May 2017 between Ms. Ritch and the Plaintiff indicated that the Plaintiff's concerns were left without repair which led to a water bill of over CI\$1,095, which the Defendant's took responsibility for and paid. Repairs were conducted to fix the kitchen sink, however issues with the mould persisted, which the Plaintiff brought to Ms. Ritch and the Third Defendant's attention by email correspondence. Exhibited as “**POC4**” is a copy of the mentioned correspondence.
8. The Defendants were made aware that the effect of the mould on the Plaintiff's health, by way of email correspondence on 8 June 2017. A sick note from the George Town Hospital dated 7 June 2017 was also provided, which showed that the effects of the environment resulted in the Plaintiff being advised to take time off from work for 3 days. Exhibited as “**POC5**” is a copy of the stated correspondence and sick note.
9. The Defendants were given 23 days' notice prior to the Plaintiff vacating the premises on 30 June 2017, which the Plaintiff believed was reasonable given the effect that remaining in occupation was having on his health. The Defendants defaulted on their obligations in accordance with the Law, which resulted in the Plaintiff vacating the premises prior to end of the tenancy agreement. The Plaintiff's deposit should not be withheld in such circumstances, and as at the date of this application, owed to the Plaintiff is the principal sum of CI\$1650.00.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$1650.00 being the principal sum due.
- b) CI\$4.94 interest pursuant to Section 34 of the Judicature Law (2017 Revision) and the Judgments Debts (Rates of Interest) Rules, 2010 from 5 August 2017 to 12 September 2017;
- c) Post-judgment interest from 20 September 2017 pursuant to Section 34 Judicature Law (2017 Revision) and the Judgments Debts (Rates of Interest) Rules, 2010 at the rate of CI\$0.11 per diem;
- d) CI\$175 fixed costs pursuant to Section 11 of the Summary Court Rules 2004; and
- e) Such further and other relief as this Court may deem just.



MALECHI ABUBAKA
Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$1650.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

Interest at a rate in accordance with Section 34 of the Judicature Law 2017(Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 as set out in the prayer above.

This Plaint was filed by the Plaintiff, Malechi Abubaka, who resides in the Cayman Islands with a mailing address of PO Box 108 Market Street, George Town, Grand Cayman KY1-9006, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2017

B E T W E E N:

MALECHI ABUBAKA

Plaintiff

AND

(1) VERCA PROPERTIES LTD.
(2) DR. CIRIACO BORROTO
(3) DELCORA BORROTO

Defendants

ACKNOWLEDGMENT 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2016.

See overleaf

PARTICULARS OF DEFENCE

1. *[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]*

Defendant's Signature

REMINDER -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

POC1

THIS LEASE is made the 14th day of February, 2017

BETWEEN: **LANDLORD/S: VERCA PROPERTIES LTD.**
P.O. BOX 35
GRAND CAYMAN KY1 -1601, CAYMAN ISLANDS

(hereinafter called "the Landlords" which expression shall include their assignees and successors in title) of the ONE PART.

AND: **Malechi Abubaka**
P. O. BOX 108
GRAND CAYMAN KY1-9006, CAYMAN ISLANDS

(hereinafter together called "the Tenants") of the OTHER PART

WHEREBY:

1. The Landlord/s agree to let and the Tenant/s agree to take the Condominium at: **#14BSummit Crescent, Apt. B2, Grand Cayman** being legal title Section: **Prospect** Block: **22D** Parcel: **246** (hereinafter called "the Premises") together with the furniture and fixtures set out in the annexed inventory and together with the right for the Tenants, their servants and guests in common with all others with the like right to pass and re-pass over the driveways and parking spaces and Common Property appurtenant to the Premises TO HOLD UNTO THE TENANTS for the term of **11 months and ten days** commencing on the *18th day of **February, 2017** to 31st day of **January, 2018**. The total rent for the term (which Lessee hereby agrees to pay Lessor) shall be **(CI\$17,035.71) Seventeen thousand thirty five Cayman Island Dollars and seventy one cents**. The rent shall be payable in **ON THE FIRST DAY OF EACH MONTH AT A MONTHLY RENT OF (CI\$1,500.00) One thousand five hundred Cayman Island dollars**. *Pro-rated February 18, 2017 to February 28, 2017 = **CI\$535.71**

In addition the Tenant/s have paid to the Landlord/s on the signing hereof the sum of **(CI\$1,650.00)**, One thousand six hundred Cayman Island dollars (**the "Deposit"**) which sums for security deposit (CI\$1,500.00) and water deposit (CI\$150.00) shall be held by the Landlords as security for the due performance by the Tenant/s of their obligations hereunder and subject thereto shall be repaid to the Tenant/s subject to final inspection no later than five (5) working days following the Tenant/s vacating the premises. Subject to paragraph 2(n), the deposit/s shall be repaid by the Landlord/s less sum as shall be equivalent to any loss suffered by the Landlord/s as a result of any non-observance or non-performance by the Tenant/s of the lease agreement stated herein. Also, subject to paragraph 2(n), it should be further understood that the security deposits shall be forfeited if lease is terminated before the end of the aforesaid lease period. It is further agreed that the security deposits shall under no circumstances be applied towards monthly rent.

2. The Tenant/s hereby agrees with the Landlord/s as follows:

(a) To pay the reserved rent at the times and in the manner aforesaid without any abatement or deduction whatsoever.

(b) To pay the rent directly to: Cash to Dr. Borroto or check made payable to: Verca Properties Ltd.

B2 Verca Properties Ltd.

(c) Not to assign underlet share or part with the possession of the Premises or any part thereof or take in lodgers without the prior written consent of the Landlord/s.

(d) Not to use the Premises for any purpose other than for residential purposes as a single private dwelling.

(e) At any time during the said term upon reasonable notice and at reasonable times of the day to permit the Landlord/s or the Landlords' agents to enter the Premises for the purpose of showing the property to prospective purchasers or examining the condition thereof or doing any necessary repairs and for any other purpose deemed expedient by the Landlord/s.

(f) Not to store or bring upon the Premises any articles of a noxious combustible or dangerous nature and not to do or permit or suffer to be done anything by reason whereof the present or any future policy of insurance against fire on the buildings of which the Premises form part may be rendered void or voidable or whereby the rate of premium thereon may be increased and to repay to the Landlord/s all sums paid by way of increased premium occasioned by any breach of the provisions of this clause and to indemnify the Landlord/s with respect to any breach of this covenant.

(g) Not to do or to permit or suffer to be done on the Premises anything which in the opinion of the Landlord/s may be a nuisance or annoyance to or in any way interfere with the quiet comfort of the Landlord/s or any occupant of any Apartment at the afore-stated building.

(h) To pay the costs of all water, electricity, telephone/internet or other services furnished by way of outside utility to the Premises listed below. All other items listed and not marked will be the Owner's expense, if applicable. The Landlord/s will not be responsible for the deposits or monthly payments of utilities and services. **It is to note that excessive water consumption caused by running toilets and leaking faucets will be the responsibility of the Tenant/s. Any water leaks are to be reported immediately to Landlord @ 939-0451 or 947-2325**

<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> TV cable	<input type="checkbox"/> Sewage/Septic
<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Garbage Fees	<input type="checkbox"/> Lawn Services
<input checked="" type="checkbox"/> Telephone/Internet	<input type="checkbox"/> Pool Services	<input checked="" type="checkbox"/> Interior Pest Control

(i) Tenant/s will at their expense keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease. In particular, the Tenant/s shall keep all furniture, fixtures, fittings, doors and locks in good working order and repair; keep the walks and driveway free from dirt and debris and front porch clear of equipment; and at their expense shall make all required repairs to plumbing, range, oven, cooling apparatus, electric fixtures whenever damage thereto have resulted from Tenant's misuse, waste or neglect or that of their employees, family, agent or visitor. Major maintenance and repair of the leased premises, not due to Tenant's waste or neglect or that of their employees, family, agent, or visitor shall be the responsibility of the Landlord/s. **TENANT/S MUST NOTIFY LANDLORD FOR REPAIRS.**

(j) Not without the previous consent in writing of the Landlord/s make or to permit any alteration to the exterior or interior of the Premises; this includes no puncturing of walls for hanging pictures or

any other wall coverings.

(k) To be responsible for and indemnify the Landlord/s against all damages occasioned to the premises or to any other part of the building caused by any act, default or negligence of the Tenant/s or the servants, agents, invitees, licensees or visitors of the Tenant/s. The Landlord will not be liable for any loss of Tenant's property or accidents around water or on premises. Tenant/s hereby acknowledges this and agrees to make no such claim for any losses or damages against the Landlord. Tenant/s agree to purchase insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connects, etc. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

(l) Not to keep or permit to be kept on the Premises or any part thereof any animal or creature whatsoever without consent from Landlord.

(m) To yield up the Premises with the fixtures fittings furniture and contents and additions thereto at the determination of the tenancy in tenable repair and condition in accordance with the covenants here-in-before contained. The premises must be left in the clean condition it was originally rented.

(n) If during the term of this Lease the Tenant ceases to carry on business in the Cayman Islands because, despite diligent efforts, the Tenant loses a required license to do so, or, despite diligent efforts, is unsuccessful in its application to the relevant governmental authority for the renewal of required work permit, the Tenant may terminate this Lease by giving (30) thirty days written notice to Landlord who must refund the Deposit in accordance with clause 1 provided that the Tenant is not at the time of the notice nor has been prior thereto in material breach of any of the covenants herein contained and has vacated the Premises on or before the expiration or termination of this agreement.

3. The Landlord/s hereby agree with the Tenant/s that the Tenant/s paying the rent hereby reserved and observing and performing the stipulations on their part herein contained shall quietly enjoy the Premises without any interruption by the Landlord/s or by any person lawfully claiming through under or in trust for them.

4. PROVIDED ALWAYS and it is hereby agreed as follows:

(a) If the Tenant/s shall fail to observe or perform any of the stipulations on their part herein contained it shall be lawful for the Landlord/s to terminate this agreement by giving to the Tenant/s one month's notice in writing.

(b) Should the Premises be destroyed or damaged so as to render the same or any part thereof unfit for use and occupation the rent for the same shall cease or abate in proportion to such damage until the Premises shall have been restored to its former condition. In the event of total destruction of the Premises either party shall be at liberty to terminate the term hereby created by giving to the other party immediate notice in writing to that effect. (See page 6).

(c) The Landlord/s may terminate this tenancy and re-enter upon the Premises in the event of any portion of the rent hereby reserved being in arrears for ten days (whether formally demanded or not) or in the event of the Tenant/s becoming insolvent. If any cheque of Lessee is returned for

any reason, Lessor may require all future payments to be made in the form of cash or Bank Draft. **Rent payments that are more than 5 days overdue (time being of the essence) must be accompanied by a late charge equal to 10% of the overdue payment amount**, but no acceptance of a late charge by Landlord/s shall be considered a waiver of its other remedies for Tenant's default.

(d) Words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number only shall include the plural number and vice versa and words importing persons shall include corporations and firms.

(e) All covenants and agreements on the part of the Tenants shall be deemed to be joint and several.

(f) Any notice or communication under or in connection with this Charge shall be in writing and shall be delivered personally, or by post or email to the Landlord/s at:

P.O.BOX 35, GRAND CAYMAN KY1- 1601, C.I. Phones: (345) 939-0451 or 947-2325

Email: odelcora@aol.com

to the Tenants at:

P.O. BOX 108 GRAND CAYMAN KY1-9006, CAYMAN ISLANDS Phones: 926-1018

Email: malechi86@gmail.com

or at such other address as the recipient may have notified to the other parties in writing. Proof of posting or dispatch shall be deemed to be proof of receipt:

1. in the case of a letter, on the seventh day after posting;
2. in the case of a telex, email, fax or cable, on the day immediately following the date of dispatch.

(g)Ritch Realty Ltd., as Rental Agent between Landlord/s and Tenant/s, shall in no way be deemed responsible and/or held liable, should either party terminate this lease agreement whether in accordance with this agreement or otherwise.

(h) Rules of Occupancy

1. Due to the high humidity and temperatures in Cayman, especially during the spring and summer months, mildew contamination of your apartment can be a serious health issue and cause costly maintenance problems. Therefore, landlord recommends that the air conditioning is kept on at least to 85 degrees on these hot humid days. This will still conserve electricity while maintaining the unit and its contents.
2. On vacating the condo, it should be left in the same good condition that it was received. Tenant/s are therefore responsible for the general cleaning of the unit on vacating. In addition, but not limited to; linens should be washed; windows cleaned; fans cleaned and any soiled mattresses and upholstery should be professionally cleaned. Cost of undertaking this

will be deducted from the security deposit if this is not carried out. Landlord suggests to have at least once a month maid service so this will not be a build up over the lease term.

3. Clothes, laundry, toys and so forth should not be hung on balconies or porches.
4. Pool furniture should not be removed from its designated areas.
5. Tenant/s will not do or permit to be done anything which may be deemed an annoyance to other Tenant/s.

(i) Hurricane Preparedness/Natural Disaster/Landlord Renovations

1. Tenants are responsible for being aware of weather reports in regards to the Cayman Islands and any impending hazardous conditions.
2. In the event of an approaching storm, Tenant/s shall be responsible for the removal of patio furniture and any outside belongings. These should be brought inside the unit and secured.
3. Doors and windows should be locked. DO NOT TAPE windows and glass doors. However, blinds should be drawn.
4. In the event of catastrophic damage to the leased Premise, whereby hurricane, storm, flood, fire or other occurrences beyond the reasonable control of the Landlord/s, the following conditions shall apply:
 - a) If the occupied Premises are partially damaged, but are still habitable, the Landlord/s may offer to the Tenant/s a discount to the monthly rate in direct proportion to the loss of full use or enjoyment of the Premises. The proportional rate will be reviewed on a monthly basis while the repairs are carried out.
 - b) The Tenant/s shall allow the Landlord/s contractors and employees access to enter the leased premises to effect repair and restoration. This would be done during reasonable day time hours.
 - c) In the event of total destruction of the Premise, or conditions which present a health hazard either party shall have the right to immediately terminate the lease and refund the Tenant/s their security deposit, and pro-rated rent subject to the conditions set out in the lease agreement.
 - d) The Landlord/s shall reserve the right to give the Tenant/s written notice to terminate the lease agreement in the event that he wishes to perform major renovations from catastrophic damage.

SIGNED by

B2 Verca Properties Ltd.

Witness

Ken Ziemiak
KEN ZIEMIAK

SIGNED by

Caryn Ritch

Witness

LANDLORD'S AUTHORIZED AGENT
FOR LANDLORDS VERCA PROPERTIES LTD.
RITCH REALTY LTD.

Caryn Ritch, Broker/Owner

Malechi Abubaka

MALECHI ABUBAKA

TENANT/S



TENANT APPLICATION FORM

Name: MALECHI ABUBAKA
Date of Birth: 01/10/86
Mailing Address: PO BOX #108, 10 MARKET STREET, CAMANA BAY, KY 9006
Current Physical Address: 208 ROSEDALE
Contact numbers: Cell: 926 1018 Work:
Email: malechi86@gmail.com
Property applying to rent: SUMMIT CRESCENT
Prospective dates: 16TH FEBRUARY 2017 to 16TH AUGUST 2017
Rental Amount: \$1500 Deposit Amount: \$1500
Current Employer: MINISTRY OF EDUCATION
Years employed at Employer: LESS THAN 1
Position: EARLY INTERVENTION PROGRAMME TEACHER

Answer as appropriate:

Immigration status: WORK PERMIT
Smoker or Non Smoker: NON
Pets to stay at property? NO

Preferred method of payment :

BANK TRANSFER

Reason for leaving Current Accommodation: IT IS A TEMPORARY RESIDENCE

Names and D.O.B of those applying to reside at the property:

1. /
2. /
3. /

References

One Landlord and work based

1. WORK - BASTON HOUSE SCHOOL
- 2.

Additional Comments:

READY TO MOVE IN ASAP AND CAN PAY DEPOSIT ASAP.

How did you hear about us?

Facebook (Ecastrate) Website Other (please state)

Witness

LANDLORD/S

SIGNED by

A. Miraldez

Witness



MALECHI ABURAKA

TENANT/S

POC2

CAYMAN ISLANDS



Supplement No. 9 published with Gazette No. 14
dated 7th July, 2009.

**THE RESIDENTIAL TENANCIES LAW, 2009
(LAW 6 OF 2009)**

and the landlord shall not withhold or delay that consent unreasonably, nor attach any unreasonable conditions to it.

(2) On giving consent to any assignment, charge, subletting, or parting with possession of the premises by the tenant, a landlord shall be entitled to recover from the tenant any expenses reasonably incurred by the landlord in respect of the transaction.

(3) Where a tenant assigns his interest under the tenancy agreement to any other person with the consent of the landlord and in accordance with any conditions attached to that consent by the landlord, the tenant shall, on the date on which the assignment takes effect, cease to be responsible to the landlord for the obligations imposed on the tenant by the agreement and this Law, but without prejudice to any liability already incurred by the tenant to the landlord in respect of anything done or omitted to be done before that date.

Landlord's
responsibilities

40. (1) A landlord shall at the commencement of the tenancy provide the tenant with premises which are fit for human habitation.

(2) In determining for the purposes of this Law whether premises are fit for human habitation, regard shall be had to their condition in respect of the following matters-

- (a) cleanliness;
- (b) repair;
- (c) freedom from damp and mould;
- (d) natural lighting;
- (e) water supply;
- (f) stability;
- (g) ventilation;
- (h) drainage and sanitary conveniences; and
- (i) facilities for the preparation and cooking of food and for the disposal of waste water,

and premises shall be considered unfit if they are so far defective in one or more of those matters that they are not reasonably suitable for occupation in that condition.

(3) A landlord, during the tenancy, shall keep in repair the structure and exterior of the premises (including drains, fresh water tanks and external pipes).

- (4) A landlord, during the tenancy, shall keep in repair and working order-
- (a) any cesspool to which the drainage of the premises is connected; and

- (b) the installations in the premises-
 - (i) for the supply of water and electricity, for external bottled gas (if any) and for sanitation (including basins, sinks, baths, showers and sanitary conveniences but not, except as aforesaid, fixtures, fittings and appliances for making use of the supply of water, electricity or gas); and
 - (ii) for heating water where such installations exists at the commencement of the tenancy or where the installations are made by the landlord during the tenancy without the request of the tenant.

(5) A landlord shall, during the tenancy, comply with all requirements in respect of the structure of buildings, health, and safety under any enactment so far as they apply to the premises.

(6) Where-

- (a) premises are in a state of disrepair that does not arise from a contravention of the tenancy agreement by the tenant;
- (b) the state of disrepair is, unless remedied, likely to result in personal injury or damage to property or undue inconvenience;
- (c) the tenant notifies the landlord of the state of disrepair or makes a reasonable attempt to do so and the landlord fails to make the necessary repairs;
- (d) the tenant incurs costs in having the state of disrepair remedied; and
- (e) the repairs are carried out by a person who is licensed to carry out the necessary work and the tenant provides the landlord with a report on the work carried out and the apparent cause of the state of disrepair,

the tenant is entitled to recover from the landlord the reasonable costs of having the repairs carried out.

(7) Where the landlord fails to compensate the tenant within one month after the tenant has incurred expenses specified in subsection (6), the tenant may deduct the expenses from the next due rent or rents as the case may be; except that in the case of a periodic tenancy for a period of one month or less, he shall not deduct more than one-third of the rent due for any period.

(8) A notice under subsection (6) shall be considered to have been received in the ordinary course of the mail within three days of its being posted.

(9) The provisions of subsections (1) to (6) shall apply notwithstanding that the tenant has notice of the state of the premises at the time at which the tenancy agreement is entered into.

(10) Any obligation by a tenant for the repair of premises (including any obligation to put in repair or deliver up in repair or to pay money in lieu of repairs by the tenant or on account of repairs by the landlord) shall be of no effect so far as it relates to the matters mentioned in subsections (1) to (6).

(11) In determining the standard of repair required by this section regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.

(12) The obligations implied by this section shall not be construed as-

- (a) imposing upon the landlord any obligation to repair any damage, or compensate the tenant for any want of repair, arising out of any breach by the tenant of any obligation imposed on tenants by this Law; or
- (b) requiring the landlord to rebuild or reinstate the premises in the case of destruction or damage by fire, tempest, flood or other inevitable accident.

Landlord's right of entry

41. (1) A landlord shall not enter the premises of his tenant except-
- (a) with the prior consent of the tenant given at, or immediately before, the time of entry; or
 - (b) in any of the circumstances described in subsection (2) or subsection (3).
- (2) A landlord may enter the premises-
- (a) in any case of emergency;
 - (b) for the purpose of inspecting the premises, at any time between 8 o'clock in the morning and 7 o'clock in the evening on a day specified in a notice given to the tenant not less than forty-eight hours nor more than fourteen days before the intended entry, and not more frequently than once in any period of eight weeks;
 - (c) for the purpose of determining whether or not-
 - (i) the tenant has, within the period allowed by the landlord, completed satisfactorily any work required by the landlord to be done by the tenant to remedy any breach by the tenant of any of the provisions of the tenancy agreement or of this Law; or
 - (ii) the tenant has, within the agreed period, completed satisfactorily any work agreed to be done by the tenant,

POC3



Malechi Abubaka <malechi86@gmail.com>

Summit Crescent

2 messages

M A <malechi86@gmail.com>

19 February 2017 at 20:30

To: Carolyn Ritch <carolyn@ritchrealty.ky>

Cc: Athena Nicole <athena.caymanislands@gmail.com>

Hello again Carolyn,

I didn't see an email address for the landlords at summit crescent and they are off island so I was told to contact you. The place is nice but I have some queries and observations.

I know I am meant to maintain the water and any pest issues but upon arrival these were already issues. Under the kitchen sink is damp and mouldy so I don't know if there is any issues wit leakage and I would have expected this not to be something I see when moving into somewhere. Can you or the landlords help with this please?

There were cockroaches when I got there which could be expected but it would help to know if pests are an issue in the residence.

Some of the lights have no bulbs or blown bulbs and the light in the passageway near the kitchen flashes. My main concern is that I may be wasting electricity with the way some of the switches operate.

The large blinds are missing the operational pole to open and shut them.

The conditions of the residence were not favourable and I had to clean quite a bit of it- especially the kitchen ; cooker, cupboards and fridge.

The back door has open crevices at the bottom where I'm sure pests come in through.

The guest bedroom is missing a mosquito net too.

I'd also like to know where to leave garbage and when it will be collected?

These issues generate more financial expenditure and I hope that they can all be solved.

Kind Regards,

Malechi Abubaka

M A <malechi86@gmail.com>

20 February 2017 at 14:36

To: Carolyn Ritch <carolyn@ritchrealty.ky>

Afternoon,

The apartment still has no water and I cannot get through to anyone. It has not been a very nice weekend. I've called the water authority and they said that the landlord needs to fill in a customer service/ request form for the water to be turned on. I do not want to have another night without water.

Kind Regards,

Malechi Abubaka

[Quoted text hidden]



Malechi Abubaka <malechi86@gmail.com>

FW: B2 Signed pages

8 messages

Carolyn Ritch <carolyn@ritchrealty.ky>
To: M A <malechi86@gmail.com>

20 February 2017 at 14:43

Please know that the landlord has paid the bill due to the water authority from the previous tenant so this is paid in full. I attach the signed form and we did fax in to them?

Kind Regards,

Carolyn Ritch

Broker / Owner / Ritch Realty Ltd / 32 Earth Close off West Bay Road, Tropic Centre II Building Suite #9
PO Box 31223 Grand Cayman, Cayman Islands KY1-1205
Ph:345-949-9838 / Cell:345-925-5653 / Fax: 345-949-9839
Visit us at: www.ritchrealty.ky Emails: carolyn@ritchrealty.ky & info@ritchrealty.ky
Member of Cayman Islands Real Estate Brokers Association
www.CIREBA.com

 **B2 Verca Properties Signed Page.pdf**
237K

M A <malechi86@gmail.com>
To: Carolyn Ritch <carolyn@ritchrealty.ky>

20 February 2017 at 15:02

Thank you. I didn't get the fully signed version of this. So do I still have to check with the water authority if the water is on?

Kind Regards,

Malechi Abubaka
[Quoted text hidden]

<B2 Verca Properties Signed Page.pdf>

Carolyn Ritch <carolyn@ritchrealty.ky>
To: M A <malechi86@gmail.com>

20 February 2017 at 15:08

Hi Malechi, I just spoke to the water authority and they said yes the water will be re-connected between 2 and 5 pm today. They said the bill was paid in full and they have the order to re-connect. I hope this is done. Thanks, Carolyn

From: M A [<mailto:malechi86@gmail.com>]
Sent: Monday, February 20, 2017 3:02 PM
To: Carolyn Ritch <carolyn@ritchrealty.ky>
Subject: Re: B2 Signed pages

[Quoted text hidden]

Last thing is that the guest bathroom does not flush

Kind Regards,

Malechi Abubaka

[Quoted text hidden]

POC4



Malechi Abubaka <malechi86@gmail.com>

B2 MAJOR WTER LEAK!!!!

5 messages

Carolyn Ritch <carolyn@ritchrealty.ky>
To: "malechi86@gmail.com" <malechi86@gmail.com>

8 May 2017 at 10:31

Hi Malechi,

I just called you on your cell number and left an urgent message. The Landlord and his plumber are going into your condo at 10:30 am this morning because you have a major water leak the Water Authority said. Do you know if your toilets were running water or any water dripping from the taps??? Whenever you notice this you MUST contact your landlord. Your bill is over CI\$1,095.00 so far this month!!! They will be fixing whatever the problem is and will contact you. Thank you.

Kind Regards,

Carolyn Ritch

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M A <malechi86@gmail.com>
To: Carolyn Ritch <carolyn@ritchrealty.ky>

8 May 2017 at 15:05

Kind Regards,

Malechi Abubaka
[Quoted text hidden]

M A <malechi86@gmail.com>
To: Carolyn Ritch <carolyn@ritchrealty.ky>

8 May 2017 at 15:15

I expressed concerns when I moved in as there was mould when I moved in under the kitchen sink. The toilets were constantly letting water run at one point and I adjusted the chain because nobody came to sort this after I had mentioned it. The kitchen is constantly mouldy which would imply that water is leaking. Sometimes the floor is wet in the kitchen. All this has been mentioned in email, over the phone and in person. Don't know what more I can do. I've tried to communicate and got ignored and at one point and given a weekend to leave or basically live with it. So just to let you know, I did my part as soon as I moved in.

Kind Regards,



Malechi Abubaka <malechi86@gmail.com>

Got your message

M A <malechi86@gmail.com>
To: odelcora@aol.com

28 May 2017 at 16:41

Hi,

I got your message from 7am.

The plumbers came yesterday and repaired the downstairs bathroom sink and the kitchen sink. Said there were some parts missy/ needed replacing. They did all that and it all seems to be in working order.

Kind Regards,

Malechi Abubaka

POC5



Malechi Abubaka <malechi86@gmail.com>

Apartment B2 14B Summit Crescent

5 messages

M A <malechi86@gmail.com>

8 June 2017 at 16:52

To: odelcora@aol.com

Cc: Carolyn Ritch <carolyn@ritchrealty.ky>

Dear all,

I am sending an email to let you know that I will be leaving the premises at the end of this month and I would appreciate it if I could leave with my deposit.

The reason that I would like to terminate the tenancy agreement is the issue with the mould. I did mention the mould when I moved in and even sent pictures. I am happy that the plumbers have come in and fixed the leak in the kitchen but there is still mould.

I constantly feel congested and realised that the mould has been having an effect on my health and breathing. I have been off island and found that my sinuses were much better. They are also better when I am out of the house for extended periods.

I had time off work at one point and have had to see a doctor about this and have been prescribed medication and told that it is quite serious. I am terminating the tenancy under the Lease Agreement section (i) 4.c) since it is an issue that is affecting my health. Additionally the Residential Tenancies Bill 40c) says that residences should be free from damp and mould to be fit for human habitation.

Looking forward to hearing from you.

Kind Regards,

Malechi Abubaka

Kind Regards,

Malechi Abubaka

Carolyn Ritch <carolyn@ritchrealty.ky>

8 June 2017 at 19:10

To: M A <malechi86@gmail.com>

You have given less than 30 day notice so your deposit will be forfeit unless you can re-rent it by yourself.

Sent from my iPhone

[Quoted text hidden]

M A <malechi86@gmail.com>

9 June 2017 at 08:25

To: Carolyn Ritch <carolyn@ritchrealty.ky>

The 30 days notice in the contract applies to those that cannot stay or are leaving due to work permit issues. Mine is health related. The section I stated says that either party can terminate the contract immediately if conditions present a health hazard. I think the term "immediately" is quite self explanatory. Also contracts can be forfeited if reasonable steps aren't made to repairing obligations within 28 days. I emailed you about mould on February 20th and the landlords March 2nd with images. Maintenance came in the month of May as did the plumbers, who came the 26th of May.

I'm well within my rights to ask for my deposit back.

Kind Regards,



Malechi Abubaka <malechi86@gmail.com>

B2 Lease

2 messages

Carolyn Ritch <carolyn@ritchrealty.ky>

20 June 2017 at 10:57

To: M A <malechi86@gmail.com>

Hi Malechi,

Athena, your rental agent, has been trying to reach you for the Landlord regarding your lease termination. The Landlords have expressed to me also that since you state you are in bad health staying at the condo due to mold as per your complaint, they want you to leave today. They will also need your Doctor's letter regarding your mold condition. And they require you to give them a mold inspection report that this is the case because they had the condo ready for occupancy when you moved in February. Please respond to Athena and myself so we can inform the Landlord. Thank you.

Kind Regards,

Carolyn Ritch

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M A <malechi86@gmail.com>

20 June 2017 at 18:52

To: Carolyn Ritch <carolyn@ritchrealty.ky>

Cc: Athena Nicole <athena.caymanislands@gmail.com>, odelcora@aol.com

Evening all,

I have seen the one missed call from Friday and have just heard the voice message.

I can provide you with a doctors note to state that I had seen the doctor but doctors are not permitted to provide detailed letters about conditions. Mould causes congestion and affects the sinuses.

I would like you to provide a note to say that the apartment had been clear of mould prior to my moving in. I am under no obligation to do so since this is something that is for landlords to deal with as indicated by the Residential Tenancies Bill-The Law. I emailed, called and even sent pictures of this and have endured this since February 2017.

If the landlords or realtors had thought that the mould was serious, I wouldn't have had to wait 6 months for action to be taken. There are 4 of you. Everything has worsened because of the time taken to remedy issues. It shouldn't have taken this long. Added to this, the last email I sent was June 9th. If this was urgent enough to move me out, I wouldn't have received a phone call 5 days after and an email 7 days after my last email.

Trying to kick me out again is extremely unethical and unreasonable. This is the second time this is happening without warning. I would be happy to move if I am provided with accommodation until June 30th but I cannot move onto the

Cayman Island Hospital
95 Hospital Road
P.O. Box 915
Grand Cayman, KY1-1103



HEALTH SERVICES AUTHORITY
CAYMAN ISLANDS
Caring People. Quality Service.

Return to Work / Return to School

Patient Name: **ABUBAKA, MALECHI K**
DOB/Age/Sex: 01/Oct/1986 30 years Male Attending Dr: SEDANO-BARREDO,IMILLA
Admit Date: 07/Jun/2017
Disch Date:

Sick Notes

Return to Work Status Entered On: 07/Jun/2017 11:14
Performed On: 07/Jun/2017 11:12 by SEDANO-BARREDO, IMILLA

Return to Work Status

Employer : Minist of education
Date/Time of Injury : 07/Jun/2017 11:12
Work Injury : No
Work Status : No work
Return to Work Start Date : 10/Jun/2017
Follow Up Appointment Needed : As needed

SEDANO-BARREDO, IMILLA - 07/Jun/2017 11:12