

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO: ⁵² ~~ESD~~ 211 OF 2017

BETWEEN:

SAILAJA ALLA

Plaintiff

AND

DIANET VALLECILLO

Defendant



PLAINT



To the Defendant:

Dianet Vallecillo
c/o Media Warehouse Limited
#203 Crighton Building
PO Box 30658
Grand Cayman KY1-1203
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 day 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 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 ^{25th} day of October 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times an individual residing in the Cayman Islands with a mailing address of PO Box 140, Grand Cayman KY1-1104, Cayman Islands
2. The Defendant is and was at all material times an individual residing in the Cayman Islands with a mailing address of PO Box 30658, Grand Cayman, KY1-1203, Cayman Islands.
3. On 1 June 2017 the Plaintiff and Defendant entered into a tenancy agreement ("**Agreement**") pursuant to which the Plaintiff agreed to lease to the Defendant an apartment located at 26 Garden Retreat, John Greer Blvd., Bobby Thompson Way, George Town, Grand Cayman ("**Apartment**") for a period of 12 months from 1 June 2017 for rent in the amount of CI\$1,900 per month.
4. Pursuant to the Agreement, in addition to the monthly rent payments, a rent deposit in the amount of CI\$1,900 and a pet deposit in the amount of CI\$1,000 was to be paid by the Defendant to the Plaintiff to cover any possible damage to the Apartment.
5. On or about 1 June 2017, the Defendant issued two cheques payable to the Plaintiff in the amount of CI\$2,400 each to cover the deposits and rent for June 2017 which were not honoured by the Defendant's bank. The Defendant did not make any further attempt to provide the Plaintiff with a deposit despite repeated requests.
6. Pursuant to section 2(9) of the Agreement, the tenant agrees with the landlord "To pay all charges for electricity, water and telephone consumed or used in the Premises during the said term". During the first month of tenancy, the Defendant failed to transfer the Water Authority account into her name which resulted in the Plaintiff being charged an amount of CI\$68.54 to settle the water bill for June 2017.
7. The Plaintiff permitted the Defendant to stay in the Apartment from 1 June 2017 until 30 September. However, as the Defendant repeatedly defaulted on the terms of the Agreement, the Defendant was asked to vacate the Apartment on 30 September 2017, which the Defendant did.
8. After the Defendant vacated the Apartment, it came to the attention of the Plaintiff that the Defendant had an outstanding balance with the Water Authority in the amount of CI\$374.42 which the Plaintiff paid on 10 October 2017. Also, after inspecting the property it was noted

that there was also damage by way of pen markings on various pieces of furniture and walls in the Apartment. The cost of the repairs is estimated at CI\$1,000.

9. The Defendant was sent numerous requests to settle all outstanding balances and to assist with the damage to the Apartment. The Defendant has either failed or neglected to make any payments towards the outstanding balance and damage.
10. The following is a breakdown of payments made by the Defendant and outstanding balances due to the Plaintiff:

DATE	DESCRIPTION	AMOUNT	BALANCE
1 June 2017	Rent due	1,900.00	1,900.00
1 July 2017	Rent due	1,900.00	3,800.00
June 2017	Water Bill	68.54	3,868.54
27 July 2017	Payment	-1,500.00	2,368.54
1 August 2017	Rent due	1,900.00	4,268.54
7 August 2017	Payment	-1,000.00	3,268.54
14 August 2017	Payment	-2,400.00	868.54
1 September 2017	Rent due	1,900.00	2,768.54
October	Water Bills	374.42	3,142.96
October	Repairs	1,000.00	4,142.96

11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$4,142.96 being the principal sum due;
- b) CI\$4.32 Pre-judgment interest calculated from 10 October 2017 to 26 October 2017 in accordance with the *Judicature Law (2017 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;

- c) Pre and post judgment interest calculated from 27 October 2017 in accordance with the *Judicature Law (2017 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Costs in accordance with the Summary Court Rules 2004; and
- e) Such further and other relief as this Court may deem just.



SAILAJA ALLA
Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$4,142.96 plus interest of CI\$4.32 as of 26 October 2017. The amount of the filing fees to commence the proceeding is CI\$25.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The term upon which interest is claimed is in accordance with the *Judicature Law (2017 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
2. The prescribed rate of interest at the relevant times in accordance with the *Judicature Law (2017 Revision)* and the Judgment Debt (Rates of Interest) Rules is 2 3/8% per annum;
3. The date from which interest is payable is 10 October 2017;
4. The total interest claimed as at 26 October 2017 is CI\$4.32; and
5. The amount of interest accruing due each day is CI\$0.27.

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BETWEEN:

SAILAJA ALLA

Plaintiff

AND

DIANET VALLECILLO

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:

[Empty rectangular 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 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 _____, 2017

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 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, within 14 days of receipt otherwise a default judgment may be entered against you.