

IN THE SUMMARY COURT AT GEORGE TOWN

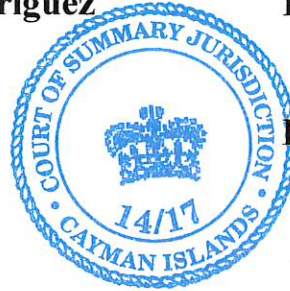
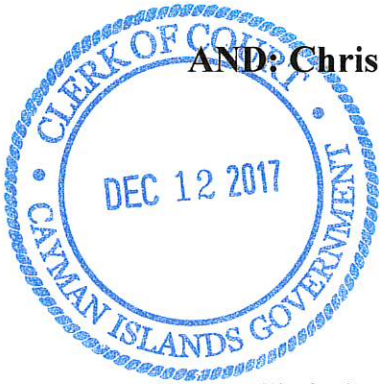
CAUSE NO. SC 243 OF 2017

BETWEEN: Jade and Gerardo Rodriguez

PLAINTIFF

AND: Christine Terry

DEFENDANT



**PLAINT**



To: Christine Terry

**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 on this **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the **Court Office, P.O. Box 495, George Town, Grand Cayman**, the accompanying **Acknowledgment of Service** form stating therein whether you intended to contest this action. If you intend to defend that 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 fail 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 11<sup>th</sup> day of December 2017.

See overleaf for particulars of the Plaintiff's claim.

## STATEMENT OF CLAIM

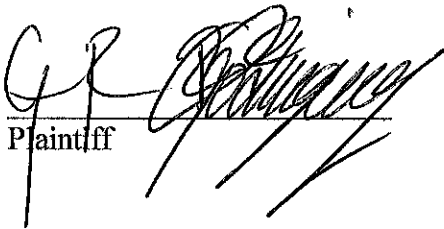
1. The plaintiffs rented apartment #3 on 50 Patrick's avenue beginning December 1, 2016, with given permission by the defendant to start moving in 5 days earlier (November 25, 2017). The total deposit paid was \$1,000, \$850.00 deposit for the apartment and \$150.00 pet deposit. The contract was originally made for 6 months but was renewed on May, 2017 for another 6 months.
2. On September, 2017 the defendant was given notice that the plaintiffs will be vacating the premises once the lease was over. Once November, 2017 came the defendant informed the plaintiffs that they should vacate the premises 5 days earlier as per the move in date. The plaintiffs agree but returned the day after (November 26, 2017) in order to clean the apartment for 3 hours. Once completed the defendant inspected the apartment in the presence of the plaintiffs and no issues were found and returned the keys. At this time, it was also agreed to return the deposit on December 1, 2017.
3. The defendant later called the plaintiffs because she was now dissatisfied with the apartment because she found dog hair on the blinds and other places. She told the plaintiffs to return to the apartment to see the hair. The plaintiffs arrived to the location shortly after but the defendant refused to show the apartment due to bad weather, so the plaintiffs left and nothing else was said.
4. On the December 1, 2017 the defendant postponed the return of the refund to December 2, 2017. On December 2, 2017 it was postponed again to December 5, 2017. Where the defendant returned \$250,00 of the full deposit and attached a hand-written note with charges, an off-reading letter from Water Authority for \$93.77, an invoice for \$300.00 for J&E Sanitizing along with a receipt and an invoice for \$80.00 to Parson's Air Conditioning which was October 17, 2017. The note noted the \$150.00 Non-refundable pet deposit.
5. The charges left by the defendant are as follows (as written by the defendant):
  - a. \$30.38 Sunday rent
  - b. \$80.00 Appliance no problem
  - c. \$300.00 Cleaning
  - d. \$9.20 Spray Nozzle
  - e. \$64.00 Less Wages (Monday)
  - f. \$24.00 3 Hours work (Tuesday)
  - g. \$93.00 Read off water

\$600.58
6. The Plaintiffs feel their full deposit should have been returned for the following reasons:
  - a. The contract would have lasted until the 30<sup>th</sup> of November.

- b. This appliance issue happened while the plaintiffs occupied the apartment, water was leaking from the washing machine but nothing was found, the issue disappeared after that day.
- c. This cleaning was made for the pet, which should have been covered by the pet deposit
- d. A spray nozzle for the hose outside which the plaintiffs bought, it was not supplied by the defendant.
- e. Unsure as to why the defendant is charging for a full day of work. No explanation provided.
- f. Unsure as to why the defendant is charging for 3 hours of work. No explanation provided.
- g. There is no proof of payment, the utility is under the name of the plaintiffs and the bill has not yet arrived in the mail.

**The Plaintiff now claims:**

1. \$600.00 for unpaid deposit.
2. Interest in the sum of .0238 percent calculated at the prescribed rate from the date.
3. Fixed cost of \$150.00 plus filing fee, alternatively cost to be assessed.

  
\_\_\_\_\_  
Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC

2017  
OF 2003

BETWEEN: Jade and Fernando Rodriguez PLAINTIFF

AND: Christine Terry 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

3. If you do intend to contest the action, in whole or 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 \_\_\_\_\_ 19\_\_

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 send to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.