

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

132
Cause No. SC_ of 2018

BETWEEN:

Ismaray Torres



AND:

Kristin Monique Ebanks



To the Defendant

Kristin Monique Ebanks
177 Premiere Drive, West Bay
Grand Cayman, Cayman Islands

THIS PLAINT has been issued against your 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 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 26 day of June 2018

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).

I am filing this Plaintiff to recover funds paid as a deposit on a rental property I never up rental of and my deposit funds was not returned to me. The sum of monies owing is four hundred and twenty five dollars (CI\$425.00).

- (1) These funds were paid on 7th March, 2018 when I was in contact with Mrs. Ebanks to view the property I intended to rent. I gave her a deposit of \$425.00 and she gave me back a receipt #204622. I had planned to move into the rental unit in April, 2018.
- (2) Mrs. Ebanks did not give me a Lease Agreement or a Contract to rent the property even though I had paid her a deposit. It so happened that I had an emergency and I contacted her during the said month of March when I had paid the deposit, in fact on 28th March, 2018 letting her know that due to circumstance outside of my control I would not be able to move into the rental unit as planned and apologize for any inconveniences that I may have caused her.
- (3) I waited for about two weeks hear back on when we could meet but she did not reply so I went to her home to see if it was possible to get the deposit in return. Her response was " you have cause me a month of rent as I held this place for you so therefore I would not be able to give you back the deposit". My response to her was that "I did not sign a Legal contract or a lease for this property besides a receipt that she gave me that it is not right for her to keep my deposit" her response was that "when the place is rented she will give me the deposit back".
- (4) I waited for the month of April to end and I returned to the property to see if the place was rented and Ms. Ebanks stated that it was not rented at the moment. Another month went by and I took action and file a report with the west bay police station on 16th May, 2018 to officer 101- Adrian Neblett and advised him of my issue. The officer questioned me in regards to the matter and advised me that the case is a civil matter but he could send a unit to the property to hear her side of the issue.
- (5) I called a week after to hear the response and he was off duty. I went back on May 26th 2018 and met with officer Neblett. We spoke and he advised that he sent a unit to the property but no one was there, I

told him that I got an email with proof that she rented the place he ask me to follow him to the property while he speaks to Mrs. Ebanks.

- (6) The officer, Neblett spoke to her and I stayed by the road side while he entered the property, he came back and asked if I would like to speak by the station and I replied and said yes. We went back to the police station and he advised me that Mrs. Ebanks stated her side of the story and she will consider on giving me back the \$425.00 as she is not obligated to hand me back my cash. I said thanks to officer Neblett and told him that I will seek further assistant on this matter.

And the Plaintiff claims:

- 1) The Sum of \$425.00
- 2) Fixed costs of \$150.00 + \$25.00 filing fee alternatively costs to be assessed.



Ismaray Torres
Plaintiff's Signature

Plaintiff's address for service

Ismaray Torres Tel: 1345 328 9852 36-5 Barnes Drive, Seymour Road, George Town P.O. Box 2772, Grand Cayman KY1-1111, Cayman Islands.

Filed by: The Applicant in Person, Ismaray Torres of No. 36-5 Barnes Drive, Seymour Road, George Town and P.O. Box 2772, Grand Cayman KY1-111, Cayman Islands, BWI.

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2016

Between:

Ismaray Torres

Plaintiff

AND:

Kristin Monique Ebanks

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Kristin Monique Ebanks
177 Premiere Drive, West Bay,
Grand Cayman. Cayman Islands

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 _____, 2018 **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 495GT, George Town, Grand Cayman within 14 days of receipt. Otherwise, a default judgment may be entered against you.

Filed by: The Applicant in Person, Ismaray Torres of No. 36-5 Barnes Drive, Seymour Road, George Town and P.O. Box 2772, Grand Cayman KY1-111, Cayman Islands, BWI.