



Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 195 of 20 18

BETWEEN: Zarah Nathita Buckley- Hudson

AND: Keith Richards

To the Defendant

9 Bermuda Way,
North Sound Gardens
Newlands
Savannah



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, P.O Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 17th day of August, 20 18.

See over leaf for particulars of the Plaintiff's claim.

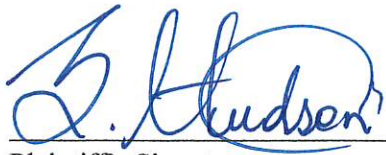
PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims the Defendant is indebted to him or is liable to pay damages to him)

1. On the 9th day of May 2018, the Plaintiff discovered after a doctor's visit that she had contracted a lung infection (see attached pictures, figures 1-3). Previous to the diagnosis, the Plaintiff experienced several triggers/ symptoms at her place of residence (9 Bermuda Way) and at work. As a result, the Plaintiff was instructed by her doctor to change her environment or suffer the consequences of the infection.
2. The Plaintiff informed the authorities at her job and the carpet from her room was removed and replaced with tiles. The Defendant was also informed and soon after the Plaintiff expressed the need to vacate the premises as the location was a contributor to her current condition. The Plaintiff requested a refund of the deposit of CI\$850 (please find attached, the receipts of payment) at a time that was agreed upon by both parties. This was done as the move was impromptu and the contract with the rental agreement had already ended and was never renewed (see rental agreement attached).
3. The Plaintiff moved from the premises on the 13th day of May 2018 with her rental liability paid in full and several agreements were made between the two parties to return the deposit but the Defendant has not honoured his commitment.
4. After making several attempts to collect the deposit, the Plaintiff consulted the police and a lawyer for advice. The defendant was contacted by both parties and has been giving the run around. However, he soon after requested an additional month to return funds. The request was granted but the defendant has not made an effort to make payment. It has been almost three months and the situation remains the same.

AND the Plaintiff claims:

1. The sum of \$850.
2. Interest in the sum of CI\$2.49 calculated at the prescribed rate from May 14th 2018 to date.
3. Interest to continue until this matter is settled.
4. Fixed costs of \$ _____, alternatively costs to be assessed.

A handwritten signature in blue ink, appearing to read "S. Hudson". The signature is written in a cursive style with a large, looping initial "S".

Plaintiff's Signature

Plaintiff's address for service

88 Brightside Street

North Sound Estate

Newlands

Savannah

RENTAL AGREEMENT

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Landlord/Lessor/Agent

KEITH RICHARDS referred to as "OWNER"

and

Tenant(s)/Lessee

ZARAH BUCKLEY-HUDSON referred to as "TENANT"

As consideration for this agreement, OWNER agrees to rent/lease to TENANT and TENANT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at **9 Bermuda Way, North Sounds Gardens, Newlands in the District of Savannah.**

- 1. TERMS:**-TENANT agrees to pay in advance **\$850 per month on the 15th day of each month.** This agreement shall commence on **15th January, 2018** and continue until **15th March, 2018** as a leasehold. Thereafter it shall be renewed on a month-to-month tenancy until either party shall terminate this agreement by giving a written notice of intention to terminate at least 30 days prior to the date of termination. If TENANT should move from the premises prior to the expiration of this time period, she shall be liable for all rent due until such time that the Residence is occupied by an OWNER approved paying RESIDENT and/or expiration of said time period, whichever is shorter.
- 2. PAYMENTS:** - Rent and/or other charges are to be paid to KEITH RICHARDS at such place or method designated by the owner. All payments are to be made by cash and shall be acceptable. OWNER acknowledges receipt of the First Month's rent of **\$850** and a Security Deposit of **\$850**, paid in two monthly instalments of **\$425** for a total payment of **\$850**. All payments are to be made payable to **KEITH RICHARDS**.
- 3. SECURITY DEPOSITS:** - The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to **TENANT** within **ONE** day after the premises have been completely vacated less any amount necessary to pay **OWNER** for **a) any unpaid rent, b) key replacement costs, c) cost for repair of damages to premises legally allowable under the terms of this agreement.** A written accounting of said charges shall be presented to **TENANT** within **TWO** days of move-out. If deposits do not cover such costs and damages, the **TENANT** shall immediately pay said additional costs for damages to **OWNER**.
- 4. UTILITIES:** The **OWNER** is willing to pay no more than **\$200** per month for Light and Water. **Should the use of utilities exceed \$200 the TENANT agrees to pay all excess cost for utilities and/or services based upon occupancy of the premises EXCEPT internet which is currently not installed at the residence.**

Internet is present but needs to be connected.

5. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of **OWNER** shall be considered a breach of this agreement.

6. **PETS:** No animal and /or pet of any kind shall be kept on or about the premises, for any amount of time.

7. **LIQUID FILLED FURNISHINGS:** No liquid filled furniture, receptacle containing more than ten gallons of liquid is permitted without prior written consent and meeting the requirements of the **OWNER**. Should any furniture be damaged as a result of liquid spills, the **TENANT** becomes liable and must cover the cost of damage/replacement of the furniture; whichever is deemed needed by the **OWNER**.

9. **PARKING:** When and if **TENANT** is assigned a parking area/space on **OWNER'S** property, the parking area/space shall be used exclusively for parking of passenger automobiles.

10. **NOISE:** **RESIDENT** agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of **RESIDENTS** and/or neighbours. Said noise and/or activity shall be a breach of this agreement.


11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that **TENANT'S** use is seriously impaired, **OWNER** or **RESIDENT** may terminate this Agreement immediately upon three days written notice to the other.

12. **CONDITION OF PREMISES:** **TENANT** acknowledges that she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the property condition checklist, if any, and/or all other items provided by **OWNER** are all clean, and in good condition except as may be indicated elsewhere in this Agreement. **TENANT** agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by **TENANT**, her guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to **OWNER** in clean and good condition (except for reasonable wear and tear) and the premises shall be free of all personal property and trash not belonging to **OWNER**. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **PROPERTY MAINTENANCE:** **TENANT** shall deposit all garbage and waste in a clean and sanitary manner into proper receptacle and shall cooperate in keeping the garbage area neat and clean. **RESIDENT** shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage collector. **TENANT** shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. **TENANT** shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

14. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by **OWNER** after the expiration of the agreed lease period.

15. **NOTICES:** All notices to TENANT shall be served at the premise and all notices to OWNER shall be served at premise.

TENANT'S Signature: 

Date: _____

OWNER'S Signature: 

Date: _____

WITNESS' Signature: 

Date: 16/01/19

Receipts for deposit made to the defendant

Figure 1: Receipt for rent and half of deposit paid to defendant on January 15, 2018.

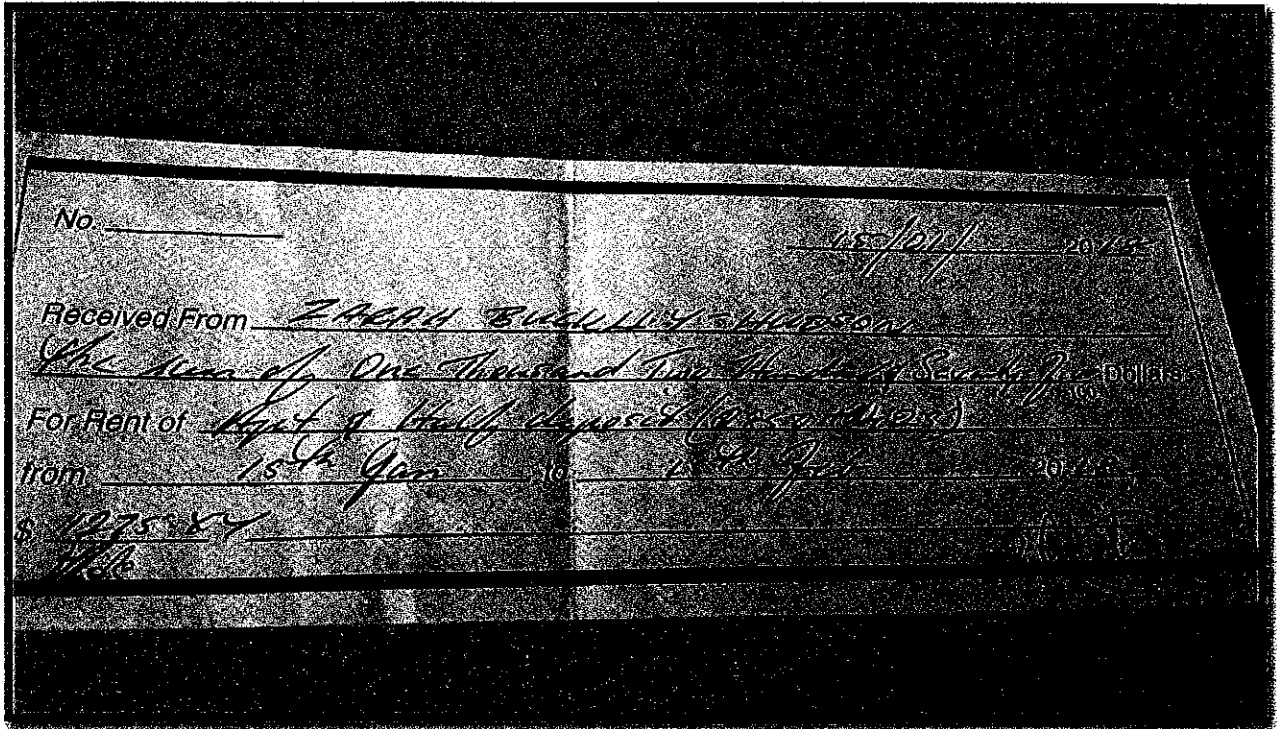


Figure 2: Receipt for rent and second half of deposit paid to defendant on February 15, 2018.

Figure 2

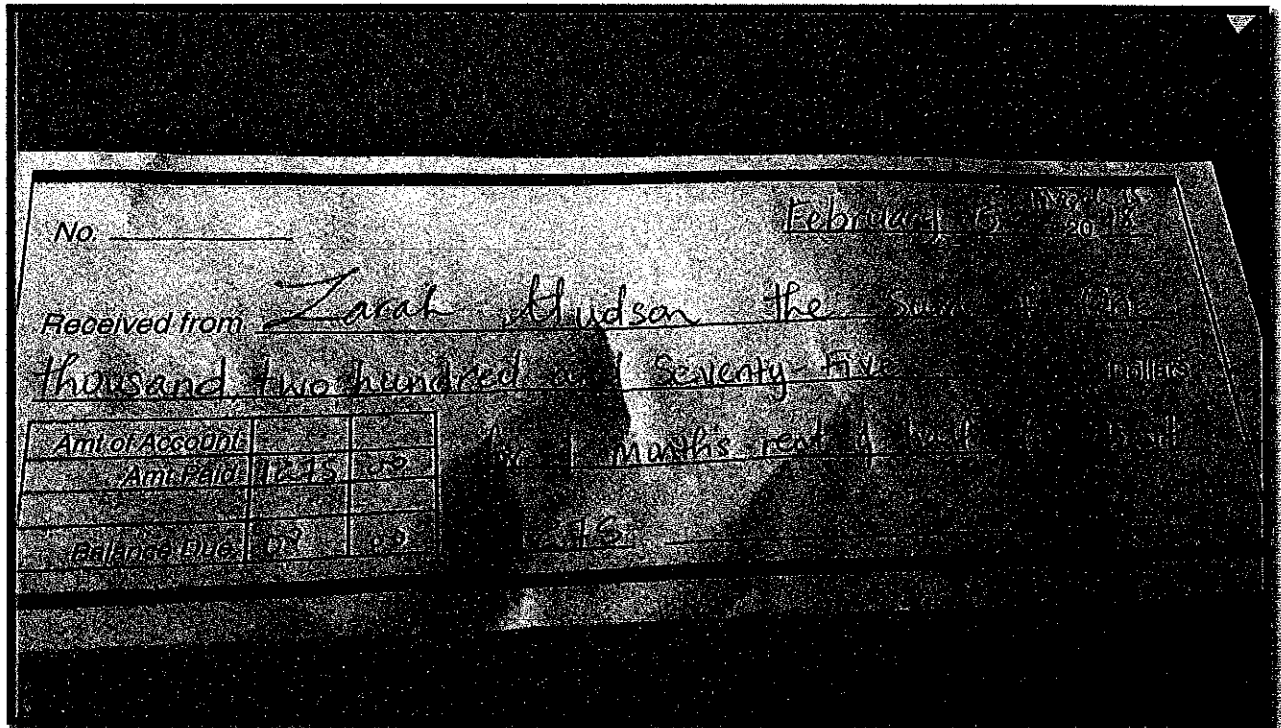


Figure 1: Medications received on May 9, 2018 at the George Town Hospital to subside symptoms of the lung infection.

Figure 1

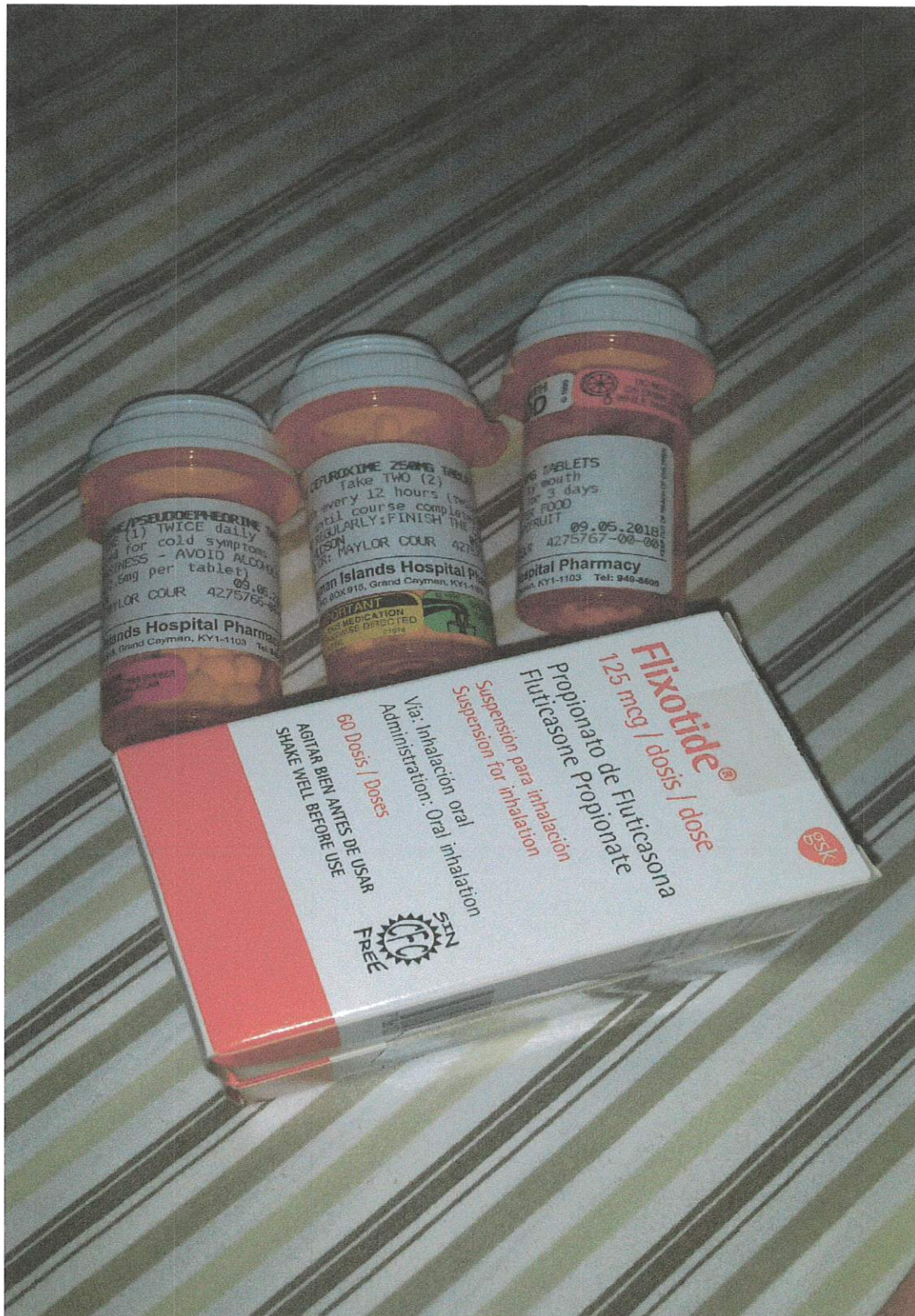


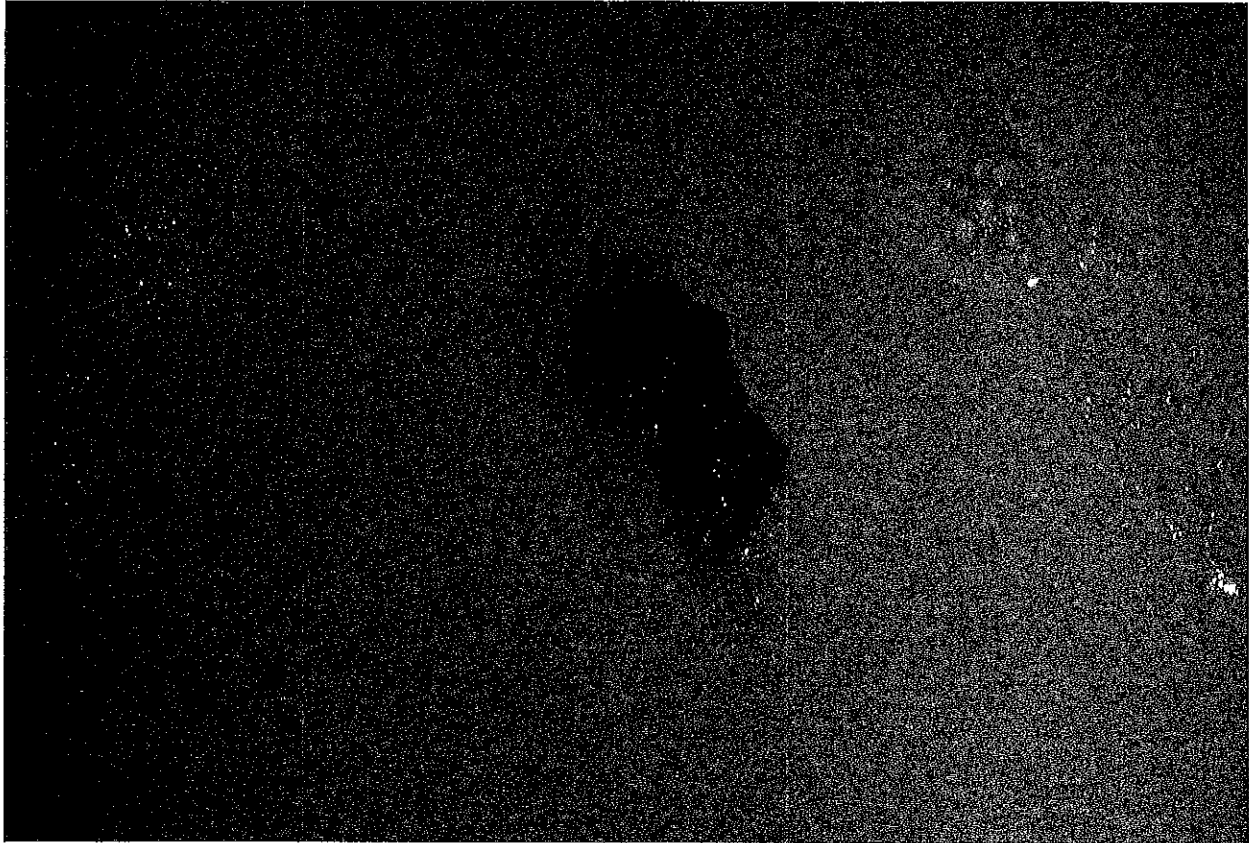
Figure 2: Plaintiff using nebulizer at the George Town Hospital

Figure 2



Figure 3: Blood laced Sputum due to lung infection

Figure 3



Acknowledgement of Service

IN SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20 _____

BETWEEN:

AND :

ACKNOWLEDGEMENT OF SERVICE

1.State Defendant's name and address

2. State whether the Defendant intends to contest the action.

Yes No

a

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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20 _____

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the groups 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 , PO Box 495GT, George Town , Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.