

Form No. 1 Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 7 of 2019

BETWEEN:

ANN MARIE MOITEN



Plaintiff

AND:

THOMAS RUSSELL, and
AALIYAH KELLY



Defendants

To the Defendants

1. Thomas Russell
c/o McRuss Groceries
Marina Drive Party Lane # 4
Grand Cayman
Cayman Islands
2. Aaliyah Kelly
c/o Thomas Russell
Marina Drive/Party Lane #4
Grand Cayman
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 Plaintiff 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 KY1-1106, Cayman Islands, 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 10th day of January 2019

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)

1. On 1st November, 2018 the Landlord/Tenant Agreement was executed by both parties, and the tenants took possession of the property located at 106 Democracy Drive, Savannah Newlands in the district of Bodden Town.
 - a. At the said time the tenants took possession of the property they informed me that cheques had to be cashed and provided me with CI\$1500, of the CI\$1950 monthly rent with a promise to pay the balance of CI\$450 the following day when cheques were cashed; the CI\$450 was not paid until the 16th November, 2018 after five attempts to collect same. On occasions I was cursed at for asking for my rent. On other occasions I was told that defendants were not at home although their cars were parked in the driveway and I could see them through the window.
 - b. I realized that the tenants were short on cash as they were living in a Hotel; and agreed that the 1950 deposit be paid in two (2) installments – the first in the amount of 975 on the 10th of November and the balance of 975 on the 31st of December 2018; to date I have not collected a cent for deposit.
 - c. When I realized that the tenants were liars and unapproachable from the very first week of occupancy I gave them **verbal notice** to vacate the property as soon as possible and by the end of November, 2018.
 - d. On 4th December 2018, I gave **written notice** to the tenants to vacate the property by the end of December 2018, I was paid CI\$500 on the 12th December 2018 and CI\$200 on the 17th December, 2018. There are five working adults living on the property but they refuse to pay their rent.
 - e. Even though the rental agreement stated that no pets are allowed in the house, I went to collect rent and saw dogs jumping on my sofa, both my daughter and I are allergic to pet hairs.
2. On the 31st of December 2018 I employed a locksmith to change my locks after I was called by an unanimous friend of the tenants who told me that they are talking that they will not move and that I am stupid because they did not sign an eviction notice therefore they are not moving. Again I was insulted, I was threatened with a baseball bat and I was laughed at and ridiculed and told that the law will protect them. The police was called for my safety and I had to leave without entrance to my property.
3. I am a single mom and I rented my comfortable home to send my daughter to university. I have to pay rent where I am living, mortgage and insurance for the house they are living in and even though the water bill is in their names, if it is not paid by them I will be responsible for paying that too.
4. I am now faced with a choice of paying a deposit on my daughter's school fees or my rent; I might not have a place to stay while these people live in my house for free. I was even told by Aaliyah that only Jamaicans bother tenants for rent.

5. I am now in touch with a couple of their previous landlords and have ascertained that this is a trend by these tenants.

6. I pray that the Honorable court will assist me in evicting these tenants and order the settling of these fees and any additional fees incurred after this date.

AND the Plaintiff claims:

- 1 The sum of 5,085.00.
- 2 Interest in the sum of \$ 600 calculated at the prescribed rate from 16th December to date.
- 3 Fixed costs of \$ 150.00 , alternatively costs to be assessed.

Legal Consultancy	500.00
Outstanding rent	1,950.00 to date
Late fees	450.00
Bailiff fees	60.00
Filing fee	25.00
Water Bill	600.00 estimated, will request reading when I receive a court date
Sofa	1,500.00

Ann Marie Moiten



Plaintiff's Signature

Plaintiff's address for service

21 Bermuda Way
North Sound Gardens
Savannah Newlands
Grand Cayman
Cayman Islands
tel: 925-6835

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ of 2019

BETWEEN:

ANN MARIE MOITEN

Plaintiff

AND:

THOMAS RUSSELL, and
AALIYAH KELLY

Defendant

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 Plaint is acknowledged accordingly.

Thomas Russell

Aaliyah Kelly

Defendant's Signature

Defendant's Signature