

Form No. 1 – Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 19 OF 20 19

BETWEEN:

Lexine Welcome

AND:

Rhys Ebanks



Plaintiff

Defendant



PLAINT

To the Defendant

Rhys Ebanks
rebanks1026@gmail.com
Tel: 345-328-1818

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 495, 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 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

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 19 September 2018 a lease was signed with Mr. Rhys Ebanks for apartment located at 150 Marina drive, Apt #2 and he was given deposit of one thousand four hundred dollars. This lease was for six month, with the option to terminate lease provided he is given 30 days' notice.
- 2 On 17th November 2018, he was given written notice in the form of a message of my intention to vacate effective January 1, 2019, which is some 43 days prior.
- 3 On December 4th 2018 Mr. Ebanks contacted me re rent, I informed him I was of the opinion he would rather I live the deposit out, he point to section3, paragraph 2 of the lease which stated that the deposit cannot be used as rent, as a result I complied and he was paid the rent in full.
- 4 On December 29th I met with Mr. Ebanks and his wife where they viewed the apartment and at that point I was informed I would not be getting back my deposit. I then point out the said section 3 paragraph 2 which state that deposit would be available with 21days of vacating after subtraction of any deduction for cleaning etc. I also pointed him to section 18 of the said lease which states any party may terminate the tenancy provided 30 days written notice given as a term of the lease, and in this case he was given a written notice via a text message which is the way in which we communicate.
- 5 On 22nd January I followed up with Mr. Ebanks, who states his position has not changed and will not be changing, hence, my claims of \$1,300.00 after taking out 100.00 for a couch he had in the house which was causing back pain and he agreed that I could sell the couch.

AND the Plaintiff claims:

- (1) The sum of \$1,300.00
- (2) Any balance from the 150.00 water deposit.
- (3) Cost of serving documents.



Plaintiff's Signature

Plaintiff's address for service

P.O. Box 909
Grand Cayman KY1-1103
Cayman Islands
tel: 322-3540

Form No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN:

Levine Welcome

Plaintiff

AND:

Rhys Ebanks

Defendant

ACKNOWLEDGEMENT 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.

Defendant's Signature

DATED this

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)

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.