

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

THORR W. SCOTT

AND:

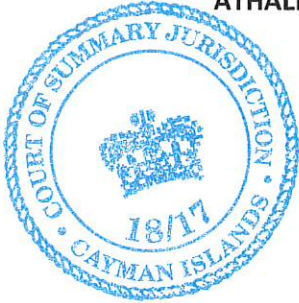
ATHALIE BRYSON



CAUSE NO. SC 144 OF 2019

Plaintiff

Defendant



PLAINT



To the Defendant

Apt#2, 120 Rockshire Drive
Spotts-Newlands, Prospect
George Town, 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 **Plaint** on you, counting the day of service you must either satisfy the claim of return to the Court Office, PO Box 495 George Town, Grand Cayman KY1-1106, Cayman Islands, 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 Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **Default Judgement** without any further notice to you.

Issued this day of 2019

Se overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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

1. The Defendant is renting from the Plaintiff a bedroom, paying CI\$600.00 a month (her equal share) in a 2 bedroom apartment which is shared with another tenant who also is paying an additional CI\$600 (her equal portion) for a total of CI\$1,200.
2. To date, from February 1st to June 30th 2019 the Defendant is in arrears owing the Defendant CI\$3,000 in rent at CI\$600 over 5 months and has made no attempt to make payment to the Plaintiff dispute several discussions and a Demand Notice being issued.
3. The Defendant has been given notice to vacate the premises as of June 16th 2019 to which the defendant has not adhered to (attached demand notice and Whatsapp conversations) and is expected to pay the outstanding arrears to the Plaintiff in full.

AND the Plaintiff claims:

- (1) The sum of CI\$3,000 owed to the Plaintiff for outstanding rent.



Plaintiff's Signature

Plaintiff's address for service

Jacob Law Ltd.
720 West Bay Road
2nd Fl, Phase II, Buckingham Square
George Town, Grand Cayman
Cayman Islands

Phone: 923-6438

Email: Thorrwscott@hotmail.com

Thorr W. Scott
P.O. Box 1889 KY1-1889
Grand Cayman, Cayman Islands
Email: thorrowscott@hotmail.com Tel: (345) 923-6438

16 May 2019

Athalie Bryson
Apt# 2, 120 Rockshire Drive
Spotts-Newlands, Prospect
George Town, Grand Cayman
Cayman Islands

Dear Ms. Bryson,

Re: Notice of Termination of Agreement and vacation of premises

I am currently writing you to address the above matter in which I have no choice but to ask you to vacate the current rental space of Apartment #2, 120 Rockshire drive, Spotts Newlands, Prospect, George Town Grand Cayman, Cayman Islands no later than June 16th 2019 as we have continued to have an issue in regards to payment of the rent that was agreed on and to which I have already issued a demand notice (attached) which was to be enforced and your vacation of the premises on April 4th 2019, however it was delayed based on you receiving assistance from NAU (Needs Assessment Unit) which did not happen and to date no attempt has been made to bring about paying any amounts owed.

There for I am enforcing my rights as the Landlord to ask you to vacate the premises by June 16th 2019 and that all outstanding monies owed to me be paid and also any monies owed on the CUC account 53837 333164 for utilities which is shared with Pheadra McDonald be left at a zero balance as no security deposit was received by either parties to cover any expenses that would be in excess of the rent.

For avoidance of doubt, all of the rent due for February, March and April, May 2019 totaling CI\$2,400 this is now a matter of debt collection which should be referred to a lawyer for its recovery and I reserve the right to recover any legal costs incurred in recovering the debt owed to me in small claims court.

Regards,



Thorr W. Scott

Thorr W. Scott
P.O. Box 1889 KY1-1889
Grand Cayman, Cayman Islands
Email: thorwscott@hotmail.com Tel: (345) 923-6438

05 March 2019

Athalie Bryson
Apt# 2, 120 Rockshire Drive
Spotts-Newlands, Prospect
George Town, Grand Cayman
Cayman Islands

Dear Ms. Bryson,

Re: First Demand Notice

I am currently writing you to address the matter of the current shared living space with Pheadra Macdonald at the above mentioned address in which you both are renting at a combined amount of CI\$1,200.00 (CI\$600.00 Pheadra MacDonald/CI\$600.00 Athalie Bryson) a month. This includes the water bill (being covered by myself as a part in the rent). It was agreed by both parties that each would split the cost of the CUC electricity between yourselves.

However, to date there has been several occasions in breaching our verbal agreement whereby the rent has been paid beyond the due date or the date in which you said it would be paid and in the instance of February 2019 no payment at all.

It is noted that January's rent was deposited to my account about 2-3weeks into the month, February's rent even after assuring me both in writing and verbally has not been deposited to my Butterfield Account. March's rent is currently due which you advised me via Whatsapp on Friday 28th February 2019 would be deposited to my Butterfield CI Savings Account on Saturday 1st March 2019 and as of today 5th March 2019 your share of the rent has not been received by hand nor by deposit to my Butterfield CI Savings Account.

To date there is a total amount of CI\$1,200.00 owed from yourself to me in rent which is a combination of the rent for February 2019 CI\$600.00 and March 2019 CI\$600.00, as a result I will be asking that you take this letter as your notice of 30 days which you will have to move from the above address. Also it is noted that all outstanding monies owed in rent be paid prior to you vacating the premises, along with your portion of expenses that have been incurred in the form of CUC utilities.

For avoidance of doubt, all of the rent due for February, March and April 2019 totaling CI\$1,800 will be due by Thursday 4th April 2019 (30 days from this notice). Should you not comply with this request you

be asked to vacate the premises and this matter of debt collection should be referred to a lawyer for its recovery. I reserve the right to recover any legal costs incurred in recovering the debt owed to me in small claims court.

Regards,

A handwritten signature in black ink, appearing to be 'Thor W. Scott', written over a horizontal line. The signature is stylized and cursive.

Thor W. Scott

BUTTERFIELD

05/03/19 15:42 CAY80013

LOCATION: MIDTOWN PLAZA

CARD NUMBER7591

RECEIPT NO. 4668

BALANCE INQUIRY
FROM 1361...0019

ACTUAL BALANCE (CI \$4.57)

CARD BALANCE (CI \$4.57)

Royal Cayman Islands Police Service

Incident Case Number: 2019-016393

Reporting Agency: Royal Cayman Islands

Print Date/Time: 06/26/2019 11:22:45

Disclaimer: The information contained within this report is reflective of the investigation at the date and time of its printing.



INCIDENT/INVESTIGATION REPORT

Royal Cayman Islands Police Service

Case # 2019-016393

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
D R U G S						

Assisting Officers

Suspect Hate / Bias Motivated:

NARRATIVE
 Complainant reported that he gave his tenant Athalie Bryson notice from 16th May to vacate the apartment and they have not made any attempts to leave. He stated the accused owes rent from February until June, owing \$3,000.00 along with utilities bills. He is requesting the report be logged. [06/26/2019 11:22, COURTNEYJR, 1258, RCIP]



2/2/19, 10:32 AM - Messages to this chat and calls are now secured with end-to-end encryption. Tap for more info.

2/2/19, 10:31 AM - Athalie Bryson: Gm. Will have the money deposited for you early next wk.

3/7/19, 6:57 PM - thorr345: Hey sorry couldn't hear you clearly earlier

3/7/19, 6:58 PM - thorr345: But i have this letter to give you as we spoke about for you to give your employer

3/7/19, 7:03 PM - Athalie Bryson: K. Thx.. but dnt need it again, she already approve to pay the 3 months

3/7/19, 7:11 PM - thorr345: Well i still have to give it to you in the event they don't

3/7/19, 7:14 PM - Athalie Bryson: Kk

3/11/19, 10:08 AM - thorr345: Hey morning, can you please advise me on the status of the rent as per our conversation last week?? Tx

3/11/19, 10:32 AM - Athalie Bryson: Gm, I am going to need a rental contract, a copy of the light bill and a color ID picture from you.

3/11/19, 10:49 AM - thorr345: Ok done, and who is this going to?

3/11/19, 10:49 AM - Athalie Bryson: Social services

3/11/19, 10:49 AM - Athalie Bryson: Let me knw wat time I cn pick them up

3/11/19, 10:50 AM - thorr345: Ok so this is going to needs assessment??

3/11/19, 10:50 AM - Athalie Bryson: No. I work for social services

3/11/19, 10:51 AM - thorr345: Oh ok

3/11/19, 10:52 AM - thorr345: I have it here at work with me so if you get a chances

3/11/19, 10:52 AM - thorr345: Chance* you can come collect

3/11/19, 10:52 AM - Athalie Bryson: Where is that?

3/11/19, 10:54 AM - thorr345: Jacob Law Ltd.

3/11/19, 10:54 AM - thorr345: Buckingham Square

3/11/19, 10:54 AM - thorr345: Buckingham*

3/11/19, 10:54 AM - thorr345: 2nd Fl

3/11/19, 10:54 AM - Athalie Bryson: Kk

3/11/19, 10:55 AM - thorr345: Same side as rigazzi

3/11/19, 10:55 AM - Athalie Bryson: Ohk

3/11/19, 1:17 PM - thorr345: Hey check your email... Couldn't find Paulinda's in my inbox

3/11/19, 1:29 PM - Athalie Bryson: Got it... thx

3/11/19, 1:33 PM - thorr345: Ok cool

3/11/19, 1:34 PM - thorr345: Also how long did they say the application process would be?

3/11/19, 1:35 PM - Athalie Bryson: I will find out

3/11/19, 1:39 PM - thorr345: Ok no problem

3/19/19, 10:59 AM - thorr345: Hey morning can you advise me as to the application and status of the rent??

3/19/19, 11:05 AM - Athalie Bryson: Gm, I am waiting to hear bk from the office. I will call them in a bit, and let you knw later.

3/19/19, 12:18 PM - thorr345: Ok thanks because i need an update as to what's currently happening as end of the month is approaching

3/19/19, 12:33 PM - Athalie Bryson: I knw, been pushing it

3/21/19, 3:15 PM - Athalie Bryson: Hey, its being processed and I am on them to get through by the end of the month, I will keep you updated and someone from the department will contact you

4/12/19, 9:13 AM - thorr345: Hey morning... Did the guy give you much information in regards to the process?

4/12/19, 9:21 AM - Athalie Bryson: Gm. Everything is done, I waiting on the contract so we can go sign it, I been at them so hopefully no later than next wk

4/12/19, 9:34 AM - thorr345: Ok cool no problem

4/12/19, 9:34 AM - thorr345: Tx

4/12/19, 12:05 PM - thorr345: Ok so it is then 21 days after they sign which covers which months??

4/12/19, 12:32 PM - Athalie Bryson: 3months, hopefully wont be so long

4/12/19, 12:40 PM - thorr345: Ok so 3 months as of which dates because i just want to be sure as from the sounds of it it will cover April and forward??

4/12/19, 12:40 PM - thorr345: So there will still be amounts for Feb and March?

4/12/19, 12:45 PM - Athalie Bryson: I will confirm that

4/12/19, 12:45 PM - thorr345: Ok tx

4/12/19, 12:45 PM - Athalie Bryson: But I think it should be from march

4/26/19, 9:45 AM - thorr345: Hey morning have you heard back anything from NAU?

4/26/19, 9:58 AM - Athalie Bryson: Gm. Next wk they say when the sup bk from vacation

4/26/19, 9:58 AM - thorr345: Sigh

4/26/19, 10:00 AM - thorr345: This will be going on 4 months

4/26/19, 10:01 AM - thorr345: Which I think will be beyond the 1800 already owed as February wasn't paid

4/26/19, 10:04 AM - thorr345: Which I can't carry this on for another month

4/26/19, 11:40 AM - Athalie Bryson: They knw, shana dealing with it

4/26/19, 12:10 PM - thorr345: This has become a matter of urgency in regards to the rent.. Because it is putting me behind

4/26/19, 2:15 PM - Athalie Bryson: I knw

4/26/19, 3:22 PM - thorr345: Ok

5/3/19, 1:07 PM - thorr345: Hey any word from NAU?

5/3/19, 1:19 PM - Athalie Bryson: Hey, I was there up till this morning, I told her to call you, according to them my paper work has not come bk yet.

5/3/19, 4:00 PM - thorr345: Ok cause this is becoming a matter which has to find some resolution soon

5/3/19, 4:00 PM - thorr345: This is going into 2,400 dollars

5/3/19, 4:01 PM - Athalie Bryson: I made all that clear, n I dnt understand what approval it needs if my boss already approved it .. I dnt knw what the hold up is

5/8/19, 2:13 PM - thorr345: Ok i still haven't heard anything

5/8/19, 2:20 PM - Athalie Bryson: I spoke to Mrs. Paulinda, waiting to hear bk from her

5/8/19, 2:20 PM - thorr345: Ok

5/8/19, 4:13 PM - thorr345: Cause there is still February rent that is outstanding if that check is to cover 3 months

5/8/19, 4:17 PM - Athalie Bryson: I will pay for feb on my payday this month

5/8/19, 4:17 PM - thorr345: Ok

5/8/19, 4:18 PM - Athalie Bryson: Thx again for your patience with me n I have to apologize again as to why I dnt knw why this is taking so long

5/8/19, 4:18 PM - thorr345: Hey no problem

5/14/19, 9:47 AM - thorr345: Hey just following up in regards to NAU,

has anyone contacted you to give an update??
5/14/19, 9:49 AM - Athalie Bryson: Paulinda contacted me lastnight so I see what happens today
5/14/19, 9:52 AM - thorr345: Oh ok, so no one from NAU has contacted you with an update?
5/14/19, 9:53 AM - Athalie Bryson: Same response
5/14/19, 11:06 AM - thorr345: Ok so by now shouldn't they have advised if it has been approved or not??
5/14/19, 11:08 AM - thorr345: Cause I honestly can't go another month putting myself in a position that is setting me back financially
5/14/19, 11:10 AM - thorr345: I really need a response from someone or i will have to make the decision to put the room up
5/14/19, 2:10 PM - Athalie Bryson: K
5/14/19, 6:52 PM - thorr345: Athlee unfortunately i will have to enforce the letter i gave you on the twelfth of April as i no longer can wait for this situation to be rectified
5/14/19, 7:10 PM - Athalie Bryson: K
5/27/19, 11:09 AM - Athalie Bryson: Gm
5/27/19, 11:09 AM - Athalie Bryson: Have u turned off the water?
5/27/19, 11:09 AM - thorr345: Hey morning
5/27/19, 11:10 AM - thorr345: No
5/27/19, 11:10 AM - thorr345: It is being connected
5/27/19, 11:10 AM - thorr345: Why would i turn off the water??
5/27/19, 11:10 AM - thorr345: Forgot to pay it friday
5/27/19, 11:10 AM - Athalie Bryson: Ohk.. just asking
5/27/19, 11:10 AM - Athalie Bryson: Thx
5/27/19, 11:11 AM - thorr345: Should be back on shortly
5/27/19, 11:11 AM - Athalie Bryson: I will have sme money for u wkend as well... let u knw when its in ur account
5/27/19, 11:11 AM - Athalie Bryson: Thx
5/27/19, 2:27 PM - thorr345: They said they start to reconnect after 2:pm so they have started... Can't give exact time but it will be today

IN SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 20

BEWTWEEN:

THORR W. SCOTT

Plaintiff

AND:

ATHALIE BRYSON

Defendant

ACKNOWLEDGEMENT OF SERVICE

Defendant's name and address –

State whether the defendant intends to contest the action.

Yes

No

If you do not wish to contest the action, do you want time in which to pay the claim?

Yes

No

If you do not wish to contest this 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 2019

PARTICULARS OF DEFENCE

(Here set out in the numbered paragraphs are the grounds upon which the Defendant says that he/she is not liable to the plaintiff, or is not liable for the full amount claimed)

PARTICULARS OF 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 judgement may be entered against you.