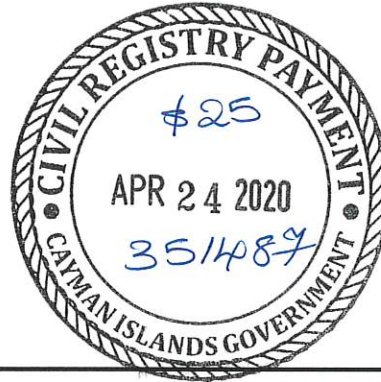


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 50 OF 2020

BETWEEN:

AMELIA WISE



Plaintiff

AND:

TAMMY PATINO

Defendant



PLAINT



To the Defendant

144 SeaSpray Drive
Bodden 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 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 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 23rd day of April 2020

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 17th February the Plaintiff arranged with the Defendant to view a room in the Defendant's house that was posted on eCay Trade for rent.
2. On 17th February the Plaintiff asked the Defendant via text message whether their home internet is of good quality as the Plaintiff was reliant on this. The Defendant assured the Plaintiff that their Wi-Fi is "the best available in this area".
3. On 19th February the Plaintiff viewed the room and meet the Defendant, where the Plaintiff was again assured that the internet was of a high standard.
4. On 19th February during the Plaintiff's visit to the Defendant's house, an agreement was made that a damage deposit would be payable of CI\$500. It was also agreed that the CI\$500 would be 100% refundable providing nothing had been damaged.
5. On 21st February the Plaintiff took CI\$500 cash to the Defendant's house as a damage deposit, and in return was given a handwritten receipt.
6. On 21st March the Defendant texted the Plaintiff to inform them that they would need to purchase a Wi-Fi booster as the Defendant had checked the internet connection and it "seems to drop out rather frequently".
7. On 24th March the Plaintiff asked the Defendant if they could visit the house with a laptop to test the internet connection themselves, to which the Defendant agreed.
8. On 25th March, Grand Cayman went into its first 24 hour lockdown due to the COVID-19 pandemic, and this lasted until 5am on 28th March.
9. On 28th March at 11am the Plaintiff went to the Defendant's house with a laptop to test the internet connection. Using various websites to test the internet speed, it was discovered that the Defendant's Wi-Fi had an average download speed of 4Mb/s which is less than a third of the average speed of internet on Grand Cayman.
10. On 28th March the Cayman Islands transitioned to the "Stay Home Cayman" rules which alternates between soft and hard curfew and only permits essential trips to be made.
11. On 29th March the Plaintiff informed the Defendant that they wouldn't be moving into the Defendant's house on 1st April due to the "Stay Home Cayman" rules not permitting non-essential movement, and also due to the internet speed not being nearly as good as the Plaintiff was assured it was at the time of deposit being paid.
12. On 29th March the Defendant replied saying she understood the reasoning for not moving into the room.
13. On 30th March the Plaintiff asked the Defendant to refund the damage deposit via bank transfer as she was unable to make a trip to her house to pick up the cash due to the "Stay Home Cayman" rules.
14. On 31st March the Defendant informed the Plaintiff that she did not plan on refunding any of the deposit and suggested that some of the deposit relates to a holding deposit.
15. The Plaintiff replied on 31st March making an offer of 50% of the deposit to be refunded.
16. Having had no reply to the offer of 50%, on 2nd April the Plaintiff asked the Defendant for a response, and the Defendant informed the Plaintiff again that she wouldn't be refunding any of the deposit.
17. The Plaintiff asked the Defendant for a list of damages that had been made to justify the non-return of the damage deposit, to which the Defendant did not respond.

18. On 5th April the Plaintiff messaged the Defendant to confirm that the full CI\$500 would have been refundable if no damages were made during tenancy, to which the Defendant confirmed the full CI\$500 is refundable and therefore relates to damages.
19. On 5th April the Plaintiff responded to the Defendant asking for a list of damages amounting to CI\$500 that were made by the Plaintiff, therefore making the deposit non-refundable. The Plaintiff asked that if the Defendant could not provide this list, then a refund is made of CI\$500 by Tuesday 14th April. The Plaintiff provided bank details so a refund could be made. The Plaintiff also suggested that the Defendant made a counter offer so a negotiation could be made to avoid Small Claims Court.
20. The Defendant read the Plaintiff's messages on 5th April but did not respond, nor did they transfer any money into the Plaintiff's bank account by 14th April, or any date after this.
21. The Defendant should reimburse the Plaintiff CI\$500 for the damage deposit paid on 21st February, as no damages were made.

AND the Plaintiff claims:

- (1) The sum of CI \$500.
 - (2) Interest in the sum of \$0.16 calculated at the prescribed rate from 14th April 2020 to date.
 - (3) Interest to continue until this matter is settled.
-

AGW122

Plaintiff's Signature

Plaintiff's address for service:

12 Sawgrass
54 Rosemary Street
Patricks Island
George Town
Grand Cayman
Cayman Islands

Telephone number: 345-547-0414
Email address: ameliawise93@gmail.com

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Plaintiff

AND:

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 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 _____, 20__

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.