

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ⁸⁹ of 2020

BETWEEN:

AND:



TANNYA MORTIMER

PLAINTIFF

KANDIE HURLSTON

DEFENDANT

PLAINT



To the Defendant:
Kandie Hurlston
2092 Shamrock Road
Grand Cayman

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 495GT, George Town, Grand Cayman, 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 ³⁰ day of July 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The plaintiff is a resident of the Cayman Islands with address for service of PO Box 30075, KY1-1201, Grand Cayman.
2. The defendant was at all material times the registered proprietor of property Block 32B Parcel 197H4, 2092 Shamrock Road, Unit 5 ("the Property").
3. On the 18th February 2019 the parties entered into a written lease agreement whereby the plaintiff agreed to lease the Property for one year. The lease contained the following terms;
 - 3.1 The plaintiff would pay \$1,600 per month as rent.
 - 3.2 Upon vacating the property the plaintiff would professionally clean the Property
 - 3.3 The plaintiff would pay the sum of \$1,600 as a security deposit with this sum to be repaid to the plaintiff within 14 days of the plaintiff vacating the property upon the Property being deemed free of any damage, free of any need for repair, free of any need for replacement of contents and free of any need for cleaning - clause 1 of the lease.
4. By agreement between the parties the term of the lease was extended to the 31st May 2020 with all other terms of the lease save the termination date being the same as agreed in writing.
5. In advance of the termination of the lease on 31st May 2020, the parties agree to carry out an inspection of the property to ensure that the plaintiff had left the property in a suitable state of cleanliness and repair in order to have the security deposit returned.
6. At that walkthrough 2 minor issues were raised:
 - 6.1 2 minor watermarks to the surface of a chest of drawers caused by a drinking glass
 - 6.2 a mattress in one bedroom was dirty.
7. The plaintiff accepted the presence of the watermarks and 6.1 but there was no visible evidence of dirt on the mattress. Despite this, in an effort to resolve the matter, the plaintiff offered, at her sole cost, to have the watermark buffed out and to have the mattress professionally cleaned and was informed by the defendant that neither was necessary. The cost of a product for watermark remover for the repairs at 6.1 is \$5 and the cleaning is \$72 as quoted by a professional cleaner.
8. Without further notice or discussion with the plaintiff, the defendant deducted the sum of \$665 from the monies held by way of security deposit and produced an invoice purporting to be for a new chest of drawers and mattress to replace the items listed at paragraph 6.

9. The repair and cleaning offered by the plaintiff would have returned the items in the property to a reasonable state of repair and would have complied with the plaintiff's contractual duties as set out at clause 1 of the lease.
10. The defendant's refusal to allow the repair and cleaning to be carried out the replacement of both items with brand new replacements unjustly enriches the defendant and is in breach of the defendant's contractual obligation to return the security deposit and the plaintiff has suffered loss as a result.
11. The plaintiff has suffered loss of the net sum of \$588 and legal fees of \$500 as a result of the defendant's breach of contract and the plaintiff claims the said sums.

AND THE PLAINTIFF CLAIMS:

- i. The said sum of CI\$588 as monies due and owing.
- ii. Pre and post judgment Interest from 14 June 2020 until payment.
- iii. Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service

Tannya Mortimer
Tannya Mortimer

If within the time for returning Acknowledgement of Service the Defendant pay to the Plaintiff the total amount claimed of and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service

Tannya Mortimer
PO Box 30075, KY1-1201, Grand
Cayman

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PLAINTIFF

AND:

KANDIE HURLSTON

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 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.