

No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2020

BETWEEN:

PHYLLIS D. PARCHMENT

Plaintiff

AND:

Donnet O'Connor

Defendant

To the Defendant

Name: Donnet O'Connor
Address: 31 Bedrock Circle
Spotts Newlands
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, 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 12th day of October, 20~~14~~ 20 18

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 her or is liable to pay damages to her).

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

*See Attached
Letter dated
12th Sept 20*

AND the Plaintiff claims:

- 1 The sum of CI\$ 1 200.00
- 2 Fixed costs of \$150.00 + \$25.00 filing fee alternatively costs to be assessed.

Parchment
Plaintiff's Signature

Plaintiff's address for service

Name:
Address:

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_____ of 2020

BETWEEN:

Plaintiff

AND

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Name:

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 _____, 2020

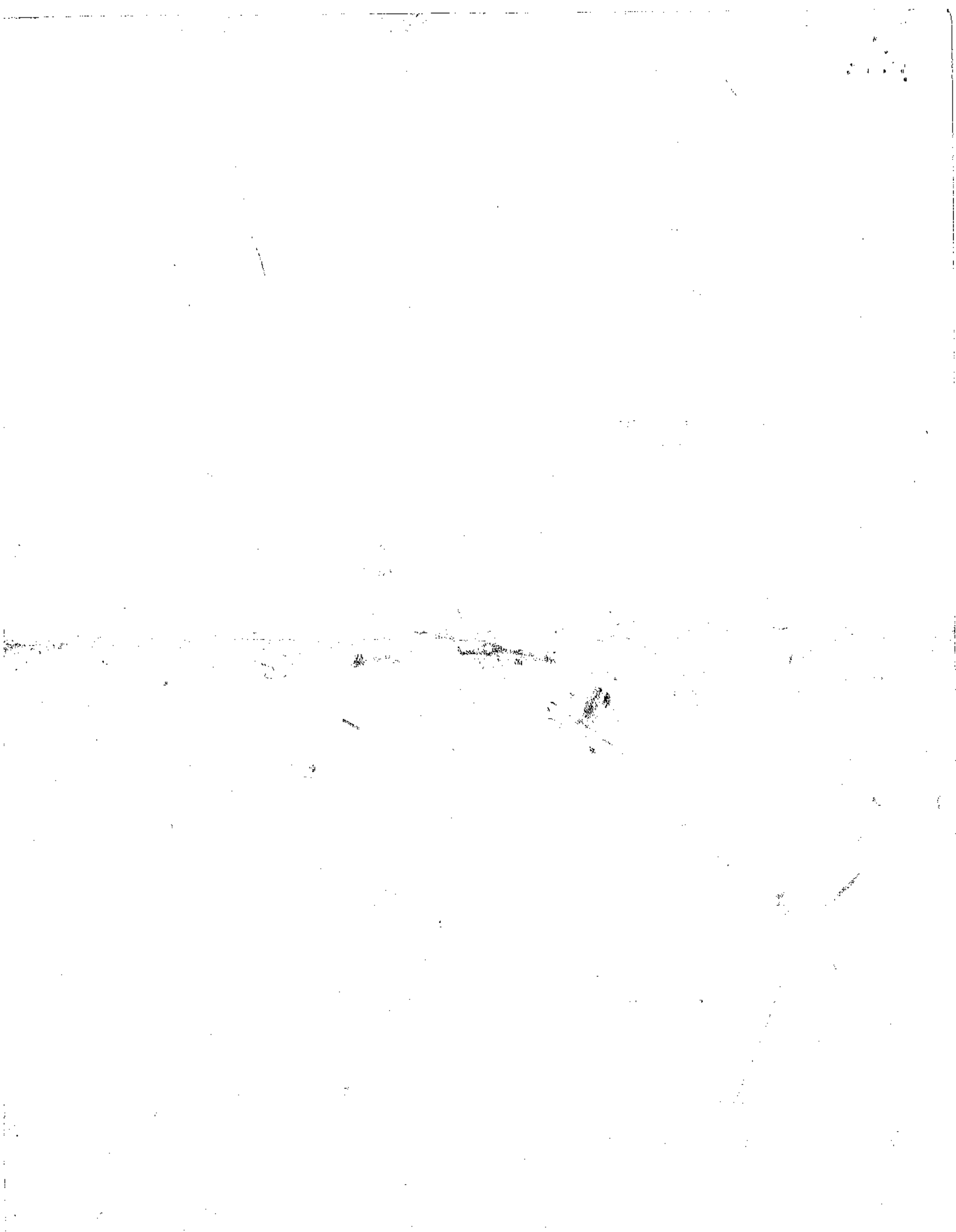
See Overleaf

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.



Cayman Islands Courts Office

Small Claim Court .

Phyllis Parchment (Plaintiff)vs

Donnet O'Connor (Defendant) 31 Bedrock Circle .Spotts Newlands ,Cayman Islands

Dated /Filed Courts Office

Monday 12th September 2020

(1) I view and Rented a Studio all Inclusive of Water, Light and Internet connection from Mrs Donnet O'Connor located at 31 Bedrock Circle ,Spotts ,Newlands , Grand Cayman ,Cayman Islands ,for use

Starting August 1st 2020. Payments was made during the view Sunday July 26th 2020 of the deposit of CI\$ 1200 and August payment of rent CI\$1200 in cash to total CI\$2400 –Receipt and contract in my possession.

(2) I moved in the 1st August 2020 during that time I was faced with water flooding throughout the apartment of my first few days ,roaches but during that time I was faced with a unforeseen circumstance that led me to the 15th August 2020 forwarding a letter of termination advising I was no longer able to remain at the property for the six month contract term stated in our lease agreement ,giving Mrs O'Connor 45 day. notice of her required 30days written notice of termination asking her to allow me to use up the deposit for the rented stay of September and be out by October 1st .I did not get a no reply as she came by my door we talked I was ill while talking to her after was in hospital for the day .

(3) On the 30th of August Mrs O'Connor came again by the door and stated that she had a tenant and asked me to move out so the new tenant could move in and my deposit would be given back then if that was ok with me I stated, yes If I could get my deposit back sooner I would move. I was really sick and in bad pain & vomited in front of her –she knew I was so sick but I told her I was been taken out for dinner by my aunt –it was around 6 in the afternoon but would ask her to help me move some stuff on my return back we move stuff until after midnight .I did this with my aunts help in great pain to a location loaned to store the stuff ,cleaned and moved everything and vacated the property attached to her home by 9:00am 31st August morning Mrs O'Connor had left for work. By 10:30 I was admitted in emergency and had to stay overnight I still had the keys and after discharged in the afternoon I drove to her house to deliver keys on inspection of studio and asked when she would give me my deposit back .she threw the keys on a car top while doing something in her yard ignoring me talking about the deposit return then she said it's my money and a heated argument between us became . I was refused inspection of the studio .she stated she did not need to –refusing to go inside to inspect the studio all saying you broke the Lease while her contract stated 30 days she in my opinion forced me out telling me she had a tenant to take my place earlier than that of my termination letter date given 45 day to 1st October 2020.

(4) She told me she would not have me there September if I did not pay –so in my opinion she lied to me to make me move out while still gaining my deposit for keeps. I was upset and told her the Law of the deposits and she same to not be aware saying that's her money. I asked he if she was a thief. Over and over by her own admission said yes I am a thief and don't have a problem spending your money. Her son was called outside to try solved the who's money it was for, wasting my time calling friends to solve the issue I was so upset to see a landlord behave so bad and called BT Police station ,they told me It was a civil matter and did not come ,I lefted and went to the west bay Police station and was advise there is a small claim court and I have inquired and filing for my deposit in full of CI\$ 1,200.She has messages on whatsapp of her behavior to me asking for my deposit for her different versions of why it's her money and versions of when and if she will give it back to me spitefully not upholding the law of returning of my deposit and holding in an escrow account , She stated she returns the deposit when she get a new tenant .

(5) Mrs O'Connor has blocked me on whatsapp and has message conversations of her refusal with me asking for my deposit ,since but I have contacted her on her direct line @924 7612 September 10th .10 days in which her contract to which my deposit was to be paid by and she stated that a young lady had taken it an NAU was in process of a check for her very soon and she would have it for me .I told her that had nothing to do with me and my deposit and I needed my money but opt to call her again soon . Again I called her 30th of September 2020 she stated –it never happened, never happened.

I then told her I want my money I would return to the courts office to file claim.

I do not wish hostility but my deposit of CI\$1200 Mrs. O'Connor has forcefully claiming hers or holding, as this sames to be the practice against the law by Landlords in the Cayman Islands against poor people doing business with them.

(6) I have given her my deposit faithfully and now filing for its return this day September 12th 2020

Sincerely


Phyllis Parchment (Plaintiff)