



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2020

BETWEEN: BENJAMIN AUGUSTINE

PLAINTIFF

AND: AUBURN BROWN

DEFENDANT

PLAINT

TO: Mr. Auburn Brown
Hope Drive, Smith Road
George Town
Grand Cayman
Cayman Islands

This Plaintiff 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, P.O. Box 495 GT, George Town, Grand Cayman, 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 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 6th day of November, 2020.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Defendant is the owner and/or manager of apartments situated at No. 51A Hope Drive, Smith Road, George Town, Grand Cayman.
2. On 21 August, 2019 the Plaintiff entered into a written agreement with the Plaintiff whereby the Plaintiff would lease on a short term basis from the Defendant a fully furnished one-bedroom unit at 51 Hope Drive, Smith Road, George Town, Grand Cayman (the "Leased Premises") at the rent of CI\$1,200.00 per month commencing from the last week in August 2019/the first week in September, 2019 (the "Lease Agreement"). A refundable security deposit of CI\$1,200.00 was required to be paid by the Plaintiff to the Defendant (the "Security Deposit"). The Security Deposit was paid by the Plaintiff to the Defendant on 21 August, 2019 and was to be refunded to the Plaintiff upon his vacating the premises.
3. The Leased Premises were not ready for occupation by the last week in August 2019/the first week in September, 2019. Due to the Plaintiff's need, it was agreed that the Plaintiff and his wife would take possession of the Leased Premises on 10 September, 2019 while the Defendant worked around them to complete the necessary repairs and furnishings. The rent for the month of September, 2019 was prorated and paid to the Defendant.
4. Due to the cramped and unsatisfactory conditions in the Leased Premises, the Defendant agreed to allow the Plaintiff to relocate to another one-bedroom unit in early October, 2019.
5. On 1 November, 2019, by verbal agreement between the parties the rent was reduced to CI\$1,000.00 per month (the "Reduced Rent"). Reduced Rent in the sum of CI\$1,000.00 was paid by the Plaintiff to the Defendant for the months of November, 2019 and December, 2019.
6. By correspondence dated 3 December, 2019 the Defendant gave the Plaintiff notice to vacate the Leased Premises within 30 days of the said notice.
7. By correspondence dated 8 December, 2019 the Plaintiff requested, *inter alia*, that the Defendant refund the Security Deposit by no later than mid-December, 2019 to enable him to secure an identified alternative accommodation. The Defendant failed to do so with the result that the Plaintiff was unable to secure the said alternative accommodation.
8. On 3 January, 2020 the Plaintiff learned, upon his return from work that evening, that the lock on the Leased Premises had been changed and he and his wife were denied access to the Leased Premises to collect his personal belongings. On 5 January, 2020 with Police intervention, the Plaintiff and his wife were allowed access to the Leased Premises to remove their personal belongings.
9. In the presence of the Police, the Defendant informed the Plaintiff that his Security Deposit would be refunded to him once the Leased Premises were rented.
10. Despite numerous requests from the Plaintiff to the Defendant for the refund of the Security Deposit, the Defendant has failed to return to the Plaintiff the sum of CI\$1,200.00.
11. In addition, the Plaintiff has requested from the Defendant on numerous occasions a copy of the Lease Agreement executed by the Plaintiff as Tenant and by the Defendant as Landlord, together

with receipts of all payments for rent made by the Plaintiff to the Defendant from 10 September, 2019 through December, 2019.

12. On 24 January, 2020 the Plaintiff, through an Attorney-at-Law wrote to the Defendant requesting the refund of the Security Deposit as well as the Lease Agreement and receipts of payments. To date, the Defendant has failed and/or refused to provide the requested information and has failed to pay the sum of CI\$1,200.00 due and owing to the Plaintiff which the Plaintiff hereby claims.
13. The Plaintiff claims interest on the sum due pursuant to Section 34 of the Judicature Law and the Judgment Debts Rates of Interest Rules.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$1,200.00.
2. Pre-Judgment Interest on the amount of CI\$1,200.00 calculated pursuant to Section 34 of the Judicature Law at the rate of 2.38% per annum, or at such other rate as the Court directs, from the 3 January, 2020 to the date of filing, i.e., 6 November, 2020.
3. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (2004 Revision).
4. Fixed costs.
5. Process Service Fees.

STATEMENT REGARDING INTEREST:

6. The rate of Pre-Judgment Interest from the 3 January, 2020 to 6 November, 2020 is 2.38% per annum.
7. The total amount of interest claimed as 6 November, 2020 is CI\$24.18.
8. The interest accruing each day hereafter is CI\$0.782.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$1,200.00 together with interest, plus filing fees and fixed costs of (CI\$250.00), further proceedings will be stayed. The money must be paid to the Plaintiff.

Dated this 6th day of November, 2020



BENJAMIN AUGUSTINE
Plaintiff

This Plaintiff is filed by the Plaintiff herein whose address for service is 22 Bowie Close, (off Alamo Drive) P.O. Box 1185, Grand Cayman, KY1-1108, Cayman Islands.

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**ACKNOWLEDGEMENT OF SERVICE
OF PLAINT**

1. State Defendant's name and address -.....
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.....

2. State whether the Defendants intend 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 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, P.O. Box 495 GT George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.