

No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 2021

BETWEEN: Plaintiff

AND: Defendant

To the Defendant

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 the service of this Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intent to contest this action. If you intend to defend this 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 judgement** without any further notice to you.

Issued this ____ day of _____, 2021

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. I was a tenant of Ms. Darla Dilbert-Wood (“the Landlord”) from 1 December 2016 to 28 February 2021), leasing her property situate **Block D, Parcel 267** (“leased property”).
2. Per the lease attached as Exhibit 1, I deposited with the Landlord, \$1,500.00 being rental security deposit and \$150.00 being water deposit. In total, I deposited \$1,650 with the Landlord.
3. There are no outstanding rent and water bills from my tenancy.
4. On 29 January 2021, I gave the Landlord notice to terminate the lease on 28 February 2021.
5. The Landlord had started renovating the leased property from around new year of 2021. The renovations compromised my family’s living environment with dust and toxic paint fumes and for about two weeks, we could only use the one bathroom as the repairers worked on the two bathrooms in turn. Even when we did use the bathrooms for the remainder of our tenancy, the bathroom windows were covered with paper from outside as the blinds had been removed due to the ongoing renovations. In renovating the house during our tenancy, the Landlord breached **paragraph 18** of the Lease which entitles the tenant to quiet and peaceful enjoyment of the leased property.
6. I complained to the Landlord about the pungent and toxic painting fumes (acetone) in closed environs which were causing breathing problems to my family¹. My family’s enjoyment of the leased property would have diminished further as the renovations progressed had we stayed. Our decision to terminate the lease was partly influenced by the renovations and their implications on my family. (The Landlord had also advised that she wanted to increase the rent when she finished the renovations and that also influenced my decision).
7. The renovations at the leased property happened concurrently with renovations at the second apartment on the property also owned by the Landlord. The second tenant also had to vacate on the same day with us, I believe over the renovations.
8. When I gave notice to terminate the lease, and after complaining about the state of the house during the renovations, the Landlord suspended the renovations in the two units and resumed the renovations after our exit.
9. In the two months before the lease terminated, the Landlord inspected the house on two separate occasions and only raised issues with the door discussed below and signage on a mirror in a bathroom.

¹ See Exhibit 2

10. We thoroughly cleaned up the apartment before we left and invited the Landlord to the unit for a final inspection and to formally return the property to her. The Landlord declined our request and told us to leave the keys at the property. It is my submission that we left the leased property clean and tidy as best we could even though this would not have mattered given the renovations.
11. The rent and water deposits were due for refund on 31 March 2021 less any breakages or damages attributable to faults of my own.
12. The Landlord offered to refund \$260 from the total deposit of \$1,650 citing the following deductions²:

Description	Amount
Fix 2 blinds	\$25
Replace a door	\$125
Fix one leg on chair	\$75
Replace a lamp	\$150
Deep clean windows	\$10
Replace Curtains	\$150
Fix all furniture in bedrooms	\$90
Stains on kitchen top	\$50
Fix furniture in living room	\$100
Total	\$775
Balance from \$1650	\$875

13. I contest the deductions as follows:
 - a) When I took occupancy of the unit, the door to the main bedroom had a patch which was glued and painted over, and therefore not clearly visible. The glue came off with time and I secured the patch with nails. I raised this with the Landlord during her first inspection of the house in my first or second year and in subsequent inspections. The Landlord argues that the patch did not exist and told me that even the letting agent agreed with her observation. When I contacted the agent to challenge his claim, he told me that from (his) memory, the door was not damaged (even though it had been four years since I moved in) and that I must accept whatever money the Landlord was offering and that the Landlord's deductions were compensation for "wear and tear damages" during my tenancy. Furthermore, he urged me "to move on with my life". He also underscored that he did not wish to be involved in my dispute with the Landlord. I want to submit to the Court that the agent was retained by the Landlord to secure a new tenant after we left.
 - b) When I left the property, there were no broken chairs. The table had its full six chairs. A leg to one of the chairs had broken probably in our first year of occupancy because the bolts holding the leg were loose and came off when my child was sitting on it. The problem of loose bolts affected all six chairs at

² See Exhibit 3

the property. The Landlord sent a handyman to secure the bolts with glue on the remaining five chairs as well five chairs from the adjacent apartment which were similar in design. The landlord took a leg from a chair from the other unit and used it to replace the broken chair in the leased property. I would also like to highlight that the adjoining tenant was facing a similar problem with the chairs in the unit and that the chair in the leased property was repaired by replacing the broken leg with a leg from a chair from the other apartment. The commonality of the problem in the two units coupled with the Landlord's response shows that the underlying problem with the chairs was one of wear and tear which she subsequently fixed when the problem became manifest.

- c) The lamp that the Landlord is deducting had a clay/porcelain frame. I found it cracked and the two pieces enjoined. I informed the Landlord the day I moved in via email submitted as Exhibit 4. The Landlord responded on 5 December 2016 writing "*Oh the lamps will be sorted too!*" (See Exhibit 4 for full text). Over time the broken lamp shattered given its fragile state, and the Landlord is now charging me to replace it. Regardless, I offered the Landlord two lamps (each, in my opinion, of corresponding value to the broken lamp). She accepted them as replacement for the damaged one. (The offer was made only because we had no further use of the lamps and not necessarily that we were accepting responsibility of the damage). The Landlord is billing me for existing damages that she forgot to attend to over the tenure of my lease.
- d) The Landlord's curtains in the living room were worn out when I moved in. She was aware of this and advised that she would replace them but never got to. (She in fact intimated that she was going to charge the outgoing tenant to replace them). We replaced the curtains on our own and she came to throw away the torn ones we replaced. When we vacated, we left behind the curtains we had replaced because it seemed unconscionable to leave the house without curtains even if for hours, and we also had no further use of the curtains.
The curtains in the bedrooms were intact with no stains and tears. I have not been told why the Landlord is charging their replacement to my deposit.
- e) I am not aware of any damages to furniture in the bedrooms. I request that the Landlord explain this deduction failing which I request that the deducted \$90 be reinstated to the deposit.
- f) The Landlord did not explain the damages to the furniture in the living room which she attributed to me. I am aware that the couches had slumped owing to the tension of springs failing. During the last inspection of the house, the Landlord suggested replacing them but was talked out of it by her handyman who offered to replace the springs and save her money. I put it to the Court that the failing of springs on old couches is consistent with wear and tear and cannot be attributed to abnormal usage unless this is her claim.

Additionally, the coffee table in the living room had its legs bending outwards from the center and needed to be welded back into position. We packed away the table and replaced it with our own which we offered to the Landlord when we left and she refused. Again, I attribute the damage to wear and tear. Through the Court, I seek that the deducted \$100 be reinstated to the deposit.

- g) The total deductions made by the Landlord amount to \$775 which leaves \$875 as being due to me from the total deposit of \$1,650 yet the Landlord is only offering \$260. The Landlord has not explained the shortfall of \$615 even using her own calculations.
14. On receipt of the breakdown, I raised my objections to the Landlord via email on 1 April 2023³. I followed up the email with a WhatsApp message⁴ writing, *“Morning Darla. I have (sic) sent you an email highlighting some objections to your breakdown. You definitely owe me more than you are offering. Please check your email and respond to it. This time in writing. I need to have a record of your response.”*
15. The Landlord responded on 1 April 2021, via two WhatsApp voice messages in which she said,
- (i) *“Actually, I don’t have to do that, Lloyd, because the contract doesn’t say I have to do that, all the contract says is that you have to pay me or I can deduct whatever I need to deduct that was needed to fix during the time you were there. So I don’t have to do that so its up to you if you want to take the balance that is left there or not. I don’t have time to sit down and do all that, okay.”*
 - (ii) *“I was actually trying to be nice by showing you the breakdown. Uhm, I have gone over all of this with Valentino⁵.... I have confirmed about the door with him. Everything. So, I like I said, I was just trying to be nice by showing you the breakdown and its up to you if you know are happy or not. The contract does say that you needed to give me you know 60 days-notice, or you know bill it with another tenant and, anyway if you go over the contract you will see these things.*
16. I replied the Landlord the same day via WhatsApp with the response, *“I don’t think you are reading the lease correctly. And if there were damages you discuss them with me and not with the repairer. So you take my lamps and still charge me for a lamp I found broken. Did you read my email?”*
17. I have tried to engage the Landlord over my deposit as demonstrated above and she has refused to engage me. My dispute with the Landlord stems from the following:
- i. The Landlord is basing the damage to the door on the memory of her letting agent even though four years have passed since.

³ See Exhibit 5

⁴ See Exhibit 6

⁵ Valentino is the placing agent through whom I leased the property

- ii. The Landlord is resorting to the memory of an agent because she failed to provide an inventory of the property even when this was specifically requested from her (Exhibit 4).
 - iii. The Landlord is billing for pre-existing damages to the lamp which I evidenced with an email to her and she promised to replace and failed. (Exhibit 4).
 - iv. The Landlord refused to point out the damages to me but was happy to scope them out with the letting agent and repairer but not giving me a platform to respond to them.
 - v. The Landlord is billing for curtains which she threw away for being worn out and torn and which she failed to replace even though she was aware that they needed replacing.
 - vi. That I am not aware of damages to furniture in the bedrooms nor am I aware of damages to curtains in the bedrooms.
 - vii. The Landlord's breakdown of deductions shows a shortfall of \$615.
 - viii. With respect, the Landlord's property was not exactly new when I moved in. Some of it was fairly old and the Landlord seems oblivious to the fact that with time, furniture and appliances wear out. I was her tenant for over four years and after that long a time it is not unreasonable to expect noticeable wear and time, especially to ageing appliances and furniture.
 - ix. The Landlord argues that she does not have to account to me for the deductions. By so doing I contend that she fails to recognize that she is holding my deposits in trust, and as such, should account to me for deductions therefrom, and that when she does so, she is discharging her fiduciary to me in respect of my money. I put it further that when she does account to me, she is not "trying to be nice" but is discharging her obligation to me in respect of the deposits.
18. The Landlord is bent on forfeiting my deposit, the bulk of it at least, as I have demonstrated. I humbly seek the assistance of the Court to recover my deposit from the Landlord less any deductions the Court deems equitable and fair, and if it pleases the Court, I also seek to recover from the Landlord, the cost of this proceeding.
19. With your permission, I want to put it on record that save for the renovations and the dispute over my deposit, I had a quiet tenancy, and for the most part, the landlord honoured her obligations to me, hence my long stay.

AND the Plaintiff claims :

1. The sum of **\$1,650.00**
2. Fixed costs of **\$ 150.00**, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's Address for Service

5 Forest Lane A3, George Town

No.2

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2021

BETWEEN: Wirimayi Lloyd Mukarakate Plaintiff

AND: Darla Dilbert-Wood Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address –

Darla Dilbert-Wood, c/o Eclipze Hair Design & Day Spa, Suite 6103D, 10 Market Street, Camana Bay, Grand Cayman, Cayman Islands

2. State whether the Defendant intends to contest this action.

Yes

No.

3. If you do not intend to contest this action, do you want time to pay the claim?

Yes

No.

4. If you do intend 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 _____, 2021

See Overleaf accordingly

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 send to the Court Office, P.O. Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgement may be entered against you.

EXHIBIT 1

RESIDENTIAL LEASE AGREEMENT

BETWEEN

DARLA DILBERT -WOOD
PO BOX 3 1 9 6 8 K Y1-1208
GRAND CAYMAN

(LANDLORD

AND

Wirimayi Lloyd Mukarakate
PO BOX K Y1-
GRAND CAYMAN

(TENANT)

LEASE/PREMISES/TERM/USE: is made the 1st, day of December, 2016 between DARLA DILBERT-WOOD PO BOX 31968 KY1-1208 SMB GRAND CAYMAN Tele: 964586/9165826 (hereinafter called "The Landlord") of the one part and WIRIMAYI LLOYD MUKARAKATE (Tele:321-5833) (hereinafter called "The Tenant.") of the other part.

To reside at the property known as "The Premises or Apartment 1" hereinafter. The Landlord agrees to lease to the Tenant the property known as **Block 20D Parcel 367** for use and occupancy by the Tenant strictly as a residential dwelling, together with the furniture and fixtures set out in the annexed inventory and together with the right for the Tenant, their servants and guests in common with all others with the like right to pass and re-pass over the driveway, walkways, parking spaces and the Common Property of to the Premises.

a. MONTHLY RENT PAID IN THE SUM OF 1,500.00 CI DOLLARS ON THE FIRST (1ST) DAY OF EACH MONTH: TO HOLD UNTO THE TENANT for the term of 12 MONTHS and the total rent for the term, which Lessee hereby agrees to pay Lessor shall be CI\$18,000.0 (CI Dollars). Tenant further accept all conditions and policies set forth here in this lease agreement accepting said Clause 1 and all Terms, Clauses and, Sub-clauses hereafter.

2 SECURITY DEPOSIT PAID/RENT INCREASE: In addition the Tenant have paid to the Landlord the sum of **CI\$1,500.00 plus** Water deposit **CI\$150.00 (Cayman Islands Dollars)** **The "Deposit"** which sum shall be held by the Landlord as security for the due performance by the Tenant of their obligations hereunder and subject thereto shall be repaid to the Tenant subject to final inspection **after the Tenant vacate the premises**. Subject to paragraph 3 the deposit shall be repaid by the Landlord less such sum as shall be equivalent to any loss suffered by the Landlord as a result of any non-observance or non-performance by the Tenant of the lease agreement stated herein. It should be further understood that the security deposit shall be forfeited if the lease is terminated by the Tenant before the end of the aforesaid lease period. If through no fault of the Tenant the Landlord seek to terminate the lease prior to the expiration date the Landlord will refund the security deposit, subject to Clause 2 and it's subclauses.

3. SECURITY DEPOSIT TERMS:

a. The security deposit money to be used by the Landlord in the event of damage or loss resulting to the real property contained in said demised Premises not properly repaired or replaced by the Tenant within ten (10) days of termination, said sum of money to be used to clean, repair or replace same, if Tenant have failed to return the property in the same condition in which it was rented to them at the beginning of the lease term. Also, said sum of money also to be used to pay for any unpaid utilities, services, fuels and supplies, to the extent that there are any, for which the Tenant are responsible; however, said deposit

does not release the Tenant from the obligation to pay for same when bills are presented, and the balance, (if any) shall be returned to the Tenant within (30) days of the termination of this Lease.

b. The Tenant hereby authorizes the Landlord to pay out of the aforesaid deposit such charges and expenses herein set forth: apartment is not properly cleaned/repaired or appliances/furniture/fixtures & fittings replaced to the acceptance of the Landlord.

c. It is further understood that the Security Deposit cannot be used to pay for any rent in arrears or as the last month's rent or to be transferred to any other party for any purpose.

d. The Tenant further accepts that should the lease terminate for reasons other than loss of employment, medical emergency, cancellation/termination/revocation of work permit, or death of Tenant then the Tenants will forfeit the security deposit in full. The Tenant further agrees to provide the Landlord with evidence supporting the reason for terminating the lease agreement. Additionally, if the Tenant cannot give the full **60 days notice to terminate** the lease then the Tenant agrees to find a replacement Tenant to cover the remainder of the term of the lease at the Tenants expense, such as advertising or paying an Agency to find a new tenant and paying their replacement fee. This fee is not deducted from any deposits held by the Landlord for the Tenant. Therefore once the replacement Tenant has been approved by the Landlord then the Security Deposit will be refunded when a lease is signed/deposit collected and new tenant takes up occupancy.

e. The Tenant also accepts and agrees that during the notice period which is the last month of the lease they will keep the apartment clean and tidy for all showings, this includes but is not limited to tidy bedrooms, beds, kitchen, bathroom and all common areas within the apartment. Failing to comply with this Clause which causes a prospective new Tenant(s) to disqualify the apartment because of the untidiness will result in an automatic forfeiture of **40%** of the security deposit to be used immediately to have the apartment cleaned and made ready for showings during this notice period. The Tenant accepts that the above action will not discharge the Tenant from any other cleaning required on or before the last day of the lease agreement.

4. OCCUPANCY AND USE - The Premises shall be used solely as a private dwelling for the Tenant and their immediate family and for no others except with written permission of the Landlord. The Tenant agrees not to use or permit the use of the Premises for unlawful or immoral purposes. The Tenant shall keep Premises in neat order, to remove waste and refuse from the Premises and to dispose of same only in accordance with all local laws, rules and

regulations. In the event of an catastrophic event and the property is determined to be liveable by the Landlord and the Tenant agrees to remain in the property, then the Tenant further agrees to have the property cleaned and sanitized in keeping with the full terms of this Clause. The Tenant agrees to keep the Premises clean, sanitary and in good order and the property must be cleaned by a professional service on a monthly basis and provide Landlord with evidence for same. The Tenants further agree not to hamper, disturb or interfere with other Tenant in the building/complex, not to create or suffer any nuisances, such as loud music, obstruction with vehicles and/or any apparatus, or any other form of unbearable disturbances to any other Tenant or surrounding neighbors in or around the Premises, directly affecting the rights of others, and agrees to comply with all laws, ordinances, rules and regulations of the Landlord and a strata if any together with all directions of governmental authorities. Upon termination of this lease, the Tenant agree to surrender possession in good clean condition and repair as when received. This includes but not limited to all light bulbs being replaced in fixtures and fittings as when the unit was received.

- a. The Tenant shall ensure that the premises and its furnishings and appliances are maintained in good repair.
- b. Where the need for repairs is caused by misuse neglect by the Tenant, the Tenant shall pay the cost of the repairs or replaced with the same or similar brand or one that has been agreed with the Landlord.
- c. Where the need for repairs is determined or caused by minimal normal wear and tear, the Landlord shall pay the cost of the repairs or to be replaced. The Tenant must notify the Landlord of any repairs/maintenance within 24hours of the matter arising

5. EQUIPMENT/APPLIANCES - The Premises is furnished by the Landlord with a range, microwave, refrigerator, washer/dryer, hotwater heater, central airconditioning systems, among other mechanical installations, furniture, and furnishing, as specified in the inventory provided by the Landlord, reviewed, accepted and initialed by the Tenant which forms part of this lease agreement. The Tenant agrees to use and maintain all such equipment, electrical and plumbing fixtures and all other equipment, furniture, and furnishings with which Premises is furnished, in accordance with manufacturer's specifications and the regulations of the Landlord now or hereafter provided, and to be responsible for all repairs and any damages to the Premises brought about by misuse or neglect of such equipment, fixtures, fittings and furniture by the Tenant. All repairs to equipment furnished by the Landlord shall be made by persons or companies approved by the Landlord. Should the Tenant fail or refuse to make repairs after reasonable notice from the Landlord, the Landlord may cause same to be done and the cost thereof shall be additional rent immediately due from the Tenant to the Landlord.

6. ALTERATIONS/ADDITIONS/IMPROVEMENTS - The Tenant agree not to make any alterations, additions, improvements or changes to the Premises's, interior or exterior, or to the equipment, fixtures, fittings and furniture provided by the Landlord or to install any major appliances in the Premises without a written request to the Landlord and the Landlord must reply to the Tenant in writing whether granting permission or declining same request.

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SERVICES/UTILITIES

All other items listed and not marked will be the Owner's expense, if applicable. The Landlord/s will not be responsible for the deposits or monthly payments of utilities and services. Water consumption caused by running toilets or leaking faucets will be the responsibility of the Tenants. **Any water leaks are to be reported immediately to 9165826**

- Electricity TVcable _____ Sewage/Septic
- Water _____ Garbage Fees _____ Lawn Services
- Telephone & Internet _____ Pool Services Interior Pest Control
- _____ A/C Maintenance

7.

(A) Interruption of Service - Interruption or failure of any service maintained for the Premises, if due to causes beyond the Landlord control, shall not entitle the Tenant to any claim against the Landlord or to any reduction in rent, and shall not constitute constructive eviction unless the Landlord shall fail to take such measures as may be reasonable in circumstances to restore the service without undue delay.

Water - The Landlord keeps the water connected and the Tenant pays the monthly water bill to THE SERVICE PROVIDER.

Electric - The Landlord keeps the electric connected and the Tenant pays the monthly electric bill to THE SERVICE PROVIDER.

(B) Telephone/Internet - The Tenant connects this service in his/her name and pays the monthly fees for this service.

8. **ASSIGNMENT/HOUSESITTERS** - No assignment or sub-lease of the Premises shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of the Landlord. No assignment or sub-lease shall release the Tenant

WM

from the obligations of this lease. The Tenant agree that housesitters must be approved by the Landlord giving 2 weeks notice to occupy the residence and all rules/policies of this lease the Housesitter must comply with. One person will be responsible for paying the monthly rents and signing the lease agreement. The Landlord has absolutely no responsibility to a family. The Tenant agree to provide family with all the rules/policies of this lease whilst occupying the premises. Tenant is responsible for all damage/repair cost incurred by his family. The Tenant further agree to provide the Landlord with the names, addresses and telephone contact information of all family members occupying the premises.

a. For the avoidance of doubt the maximum total number of occupants at any one time shall be limited to **Two adults and two girls.**

9. POSSESSION/DELAY IN TENDER OF POSSESSION - Taking of possession of the Premises by the Tenant shall be conclusive evidence against the Tenant, that the Tenant received the Premises in good condition, clean, and all appliances, furniture, fixtures and fittings were in good working order and operational. If the Landlord is unable to give possession on the commencement date, rent shall abate until possession is given, and the Tenant shall pay a fractional part from the date of possession upon the first day of the next month following date of possession. The Tenant waives all damages by reason of the Landlord failure to give possession on the commencement date. Delay in tendering possession shall extend the termination date of this lease as and when required.

10. RELEASE OF LIABILITY - If, upon the termination of this lease or abandonment of the Premises by the Tenant, and the Tenant abandons or leaves any property in the Premises, the Landlord shall have the right, without notice to the Tenant, to store or otherwise dispose of the property at the Tenant cost and expense, without being liable in any respect to the Tenant. The Tenant further agree to release the Landlord from any claims or damages to personal property or person.

a. The Tenant agrees to secure the property by locking all doors and windows when away for any period of time from the property. For the avoidance of doubt should the property be burgled during the Tenants occupancy and it is determined that the burglary resulted from unsecured windows or doors due to the Tenant's negligence, then the Tenant is responsible to repair, clean, and replace all missing, damaged or stolen items/fixtures and fittings which forms part of the inventory at their own expense and this must be done immediately or as arranged with the Landlord. The Tenant cannot use any deposits held by the Landlord or withhold any rents due to the Landlord to use to replace, repair or clean the property arising from such matters.

b. Tenant must notify the Landlord and the Authorities @ 911 immediately of an attempted burglary or if the property has burglarized. The Tenants further release the Landlord from any claim to personal property or personal injury resulting from a burglary or any criminal act which directly effects the Tenant and/or the Property.

c. In the event of a burglary, act of nature, fire or casualty which causes the property to be inhabitable then the Tenant releases the Landlord from any responsibility to acquire alternate accommodations for the Tenant and/or their family.

11. RIGHT OF ENTRY - The Landlord shall have the right and the Tenant agrees to allow the Landlord or their appointed individual/company or agent to enter the Premises at times which are necessary to make needed repairs either previously arranged with the Tenant or in the event of an emergency (fire/casualty/act of nature) the Landlord will then enter the premises without giving notice to the Tenant. During the last 30 days of the lease the Landlord or their appointed Agent will have the right to show the apartment to new Tenant giving a minimum of one (1) days notice within a business week (Monday-saturday). The Tenant must ensure that the apartment is clean and tidy at all times during the notice period or the last month of the lease for showing to prospective new Tenant(s), and must conform to Clause 3 (e).

a. The Landlord has the right and the Tenant agrees with same to inspect the property every three months giving a minimum of 24hours notice to the Tenant by the Landlord for the inspection to occur.

12. FIRE/ACTS OF NATURE & CASUALTY - If the Premises is damaged by fire, flooding, acts of Nature, or other casualty, the Landlord may cause the damage to be repaired and the rent will be abated from such period of time as Premises remain untenable, but if the Premises is destroyed or so damaged that the Landlord shall decide that it is inadvisable to repair same, this lease shall cease and terminate, and rental shall be adjusted to the date when such fire, acts of nature or casualty occurred. In the event of an act of nature and the Landlord and Tenant agree that the property is inhabitable, therefore the Tenant will have to vacate the premises and the Landlord will not be responsible to find further accommodations on behalf of the Tenant. Should the Tenant and The Landlord agree that the property is habitable and the Tenant wishes to remain in the property after an act of nature therefore the Tenant is responsible to clean and sanitize the property. The Tenant agree to release the Landlord from any and all claims for loss, damage or inconvenience arising from such fire, acts of nature or casualty. The Tenant further releases the Landlord from any claims to personal property contents in the event of any fire, acts of nature or casualty. **The Tenant are responsible to acquire private insurance for personal property.**

13. LATE CHARGE - The Tenant understands that timely payment of rent is of the essence of this agreement. The Tenant agree to pay as additional rent a late charge equal to 1 ½% percent per day of any rent in arrears together with a daily accrued late payment of C\$50.00 **(time being of the essence)** which runs concurrently with the daily percentage of 1 1/2%; received by the Landlord more than three (3) days after it is due. The Tenant further agree that if the rent falls in arrears 4 days then the Tenant authorizes the Landlord/Agent the right to charge the Tenant's credit card provided on the application form or otherwise for the full amount of the

rent together with any late charges incurred. The Landlords may terminate this tenancy and re-enter the Premises in the event of any portion of the rent hereby reserved being in arrears for seven days (whether formally demanded or not) or upon termination or expiration of this agreement for any reason. If any cheque of Tenant is returned for any reason, Landlord may require all future payments to be made in the form of cash or Bank Draft. **Returned checks will result in a \$50 service charge being raised by the landlord**, but no acceptance of a late charge by Landlords shall be considered a waiver of its other remedies for Tenant's default.

14. DEFAULT - If the Tenant shall fail to pay the rent or any other charge required to be paid by the Tenant, or if the Tenant shall breach any of the terms of this lease or any rules attached hereto, the Landlord may give the Tenant two (2) days written notice after the first three (3) days as specified in **Clause 14** thereof, and if such default has not been cured within such period, then the Landlord have the right to enter the premises without any further notice to the Tenant and change the locks and remove any property belonging to the Tenant and disposed of as per **Clause 10** above. In the event of default by the Tenant, The Landlord shall not be required to return any part or portion of the security deposit but may retain all or any part or portion of the security deposit as liquidated damages or apply all or any part or portion of the security deposit against actual damages sustained by reason of the Tenant default. The retention of the security deposit shall not be the only remedy to which the Landlord is entitled but the Landlord shall have all recourse against the Tenant provided by this lease and by law, and all remedies shall be cumulative and non-exclusive. The Tenant agrees to pay the Landlord attorneys fees and expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rents, and in and about recovering possession from the Tenant, should the services of an attorney be retained by the Landlord in so doing.

15. PARKING/GARBAGE/LAUNDRY/EXTERIOR FURNITURE :

a. Parking is provided in the parking lot (**2 spaces allocated per unit**) and absolutely no parking on the lawned areas of the premises.

b. Garbage (refuse) must be disposed of in the property garbage containers provided on the premises. Garbage (refuse) should not be left inside the apartment for any extended period in excess of 3 days maximum. Therefore the Tenant agree to remove all garbage (refuse) from the premises prior to leaving for vacation, short-trips or if the Tenant plan to be away from the premises for more than 3 days.

c. The Laundry is provided inside of the premises, with a full washer and dryer. The Tenant accepts that absolutely no salty equipment/clothing shall be placed on the top of the washer/dryer that will cause rusting or damage in addition absolutely no gasoline/oil saturated clothing to be washed in the washer or dried in the dryer, these items must be taken to an area Laundromat.

d. Exterior front to be kept clear at all times. Lawn furniture, bikes, BBQ's, etc. are to be stored in or at the rear of the apartment, and not on the lawns, sidewalks or blocking driveways.

16. **NO SMOKING POLICY**- The Tenant acknowledges that this is a smoke free property and smoking will not be permitted inside of the residence. Tenant is responsible to advise and enforce this policy with all visitors to the residence at all times. All cigarettes/cigars etc. must be put placed in an ashtray and disposed of in the outside garbage and not on the lawned/garden areas.

17. **PETS** - The Tenant accepts absolutely no pets can occupy the premises, or reside on or in the the premises without the Landlord written consent.

18. **QUIET ENJOYMENT** - In the event that the Tenant pays the rent as provided for herein and otherwise performs all of the covenants and conditions to be performed by the Tenant and abides by all of the rules and regulations as set forth herein and referred to, the Tenant shall have peaceful and quiet enjoyment of all the demised Premises for the term of this lease.

19. **TERMINATION/RENEWAL NOTICE** - The Tenant agrees to give the Landlord sixty (60) days notice for terminating/renewing the lease agreement prior to the expiration date. The Landlord agrees to give the Tenant sixty (60) days notice to terminate/renew the lease agreement prior to the expiration date.

a. This Lease agreement will terminate on December 1st 2017 @12 NOON

_____ and the Tenant agrees to vacate the property accordingly at this time returning all keys including additional copies to the Landlord or their appointed Agent.

20. HURRICANE PREPAREDNESS / NATURAL DISASTER / LANDLORD RENOVATIONS

1. Tenants are responsible for being aware of weather reports in regards to the Cayman Islands and any threatening hazardous conditions. The landlord does not board up the property during a period of hurricane warning and the tenant should take appropriate action to protect him/herself and his/her property.

2. In the event of an approaching storm, Tenants shall be responsible for the removal of patio furniture and any outside belongings. These should be brought inside the unit and secured. The landlord does not provide insurance for and does not accept any responsibility for personal property of the tenant.

WJM

3. Doors and windows shall be closed and locked. **DO NOT TAPE** windows and glass doors. However, blinds shall be drawn. If windows and doors are taped then the landlord shall make a charge for the removal of same and any restoration required.

4. In the event of catastrophic damage to the leased Premise, whereby hurricane, storm, flood, fire or other occurrences beyond the Landlords reasonable control, the following conditions shall apply:

If the occupied Premises are partially damaged, but are still habitable, the Landlords may offer to the Tenants a voluntary discount to the monthly rate for such period as such damage is not substantially relieved. The Landlords shall not be liable for reduction of habitability due to interruption of services supplied by third party providers, such as electricity, water, telephone, cable and other utilities, which are not in the Landlords control. If the Tenants are not satisfied with the Landlords offered discount, they shall give written notice of rejection to the Landlords within (10) ten days after receipt of the Landlords offer and submit a counter offer. Each of them may terminate this Lease by giving the other written notice of termination with immediate effect within (10) ten days after Landlords receive the counter offer.

The Tenants shall allow the Landlords insurers, contractors and employees access to enter the leased premises to investigate and appraise the damage and effect repair and restoration.

In the event of total destruction of the Premise, or conditions which present a health hazard either party shall have the right to immediately terminate the lease and refund the Tenants their security deposit and pro-rated rent subject to the conditions set out in the lease agreement.

d) The Landlords have the right to give the Tenants written notice to terminate the lease agreement in the event that Landlord wishes to perform major renovations from catastrophic damage.

5. If during the term of this Lease the Tenant ceases to carry on business in the Cayman Islands because, despite diligent efforts, the Tenant loses a required license to do so, or, despite diligent efforts, is unsuccessful in its application to the relevant governmental authority for the renewal of required work permit, the Tenant, on providing written and unequivocal evidence of the same, may terminate this Lease by giving a minimum (30) thirty days written notice to expire on the last day of a calendar month to Landlord who must refund the Deposit in accordance with clause 1 provided that the Tenant is not at the time of the notice nor has been prior thereto in material breach of any of the covenants herein contained and has vacated the Premises on or before the expiration or termination of this agreement in the condition which this lease requires.

Rules of Occupancy

Due to the high humidity and temperatures in Cayman, especially during the spring and summer months, mildew contamination of your apartment can be a serious health issue and cause costly maintenance problems. It is recommended that the air conditioning be kept on at least to 83

degrees on these hot humid days. This will still conserve electricity while maintaining the unit and its contents.

On vacating the premises, it shall be left in the condition that this lease requires. Tenants are therefore responsible for the general cleaning of the unit on vacating. In addition but not limited to; linens should be washed; windows and window frames cleaned inside and outside the building; fans cleaned and any stained or soiled carpet, upholstery and mattresses should be professionally cleaned to remove the soil or stain. Cost of undertaking this will be deducted from the security deposit if this is not carried out. Management require to have at least once a month maid service so this will not be a build up over the lease term.

Clothes, laundry and so forth shall not be hung on porches.

Patio furniture shall not be removed from its designated areas.

Common areas are precisely that. No tenant has individual rights over those areas. The Tenant shall not store anything or leave any rubbish or furniture or any other articles whatsoever within the Communal Areas. Scrap vehicles, vehicles parked on blocks, non-functional or unlicensed vehicles are not permitted on the Premises or on the road adjacent to the Premises. Any such vehicle will be towed away by the Landlord without notice at the Tenant's expense

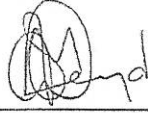
No vehicle maintenance is to be carried out on the Premises

The tenant(s) has inspected the apartment and checked the inventory and hereby acknowledges acceptance of the apartment in the condition required by this lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have agreed to all the terms and conditions set-forth above in this lease agreement and both parties further agree that should any part of this agreement be breached for whatever purpose will therefore deem this lease agreement null and void. The Landlord and the Tenant have executed this lease the day and year first above written.

THE LANDLORD



AND BY THE TENANTS: 

WITNESS: 

WA

SCHEDULE

The above property is managed by the following; therefore all rents (on or before the First day of each Month) and due bills are to be paid to the management company below:

Management Office: DARLA DILBERT-WOOD

TROPICAL GARDENS TROPICANA CRESENT

Unit 1 # 184

P.O. Box 31968 K Y1-1208

GRAND CAYMAN

CAYMAN ISLANDS

Telephone: 9464586

Cell: 9165826

Email: blayzee@candw.ky

Service/Repairs & Maintenance: Ph: 9165826 Fx : 9458027

The Landlord will pay all costs associated with servicing, repairs and maintenance of all fixtures/fittings and mechanical matters that are not in violation of the lease contract. The Landlord must be contacted on 9165826 or 9464586 to report or leave a message for all service/repairs and maintenance problems/concerns within 24 hours of the problem/concern occurring. The landlord will immediately contact the appropriate contractor to be dispatched to repair the problem/concern as soon as possible. If the cause of the problem/concern is the fault of The Tenant, The Tenant will be responsible for the service call as per the Lease Contract.

Monthly Rent Paid: PAYABLE TO: DARLA DILBERT-WOOD online account to:

CAYMAN NATIONAL BANK A/C: ~~01101410~~


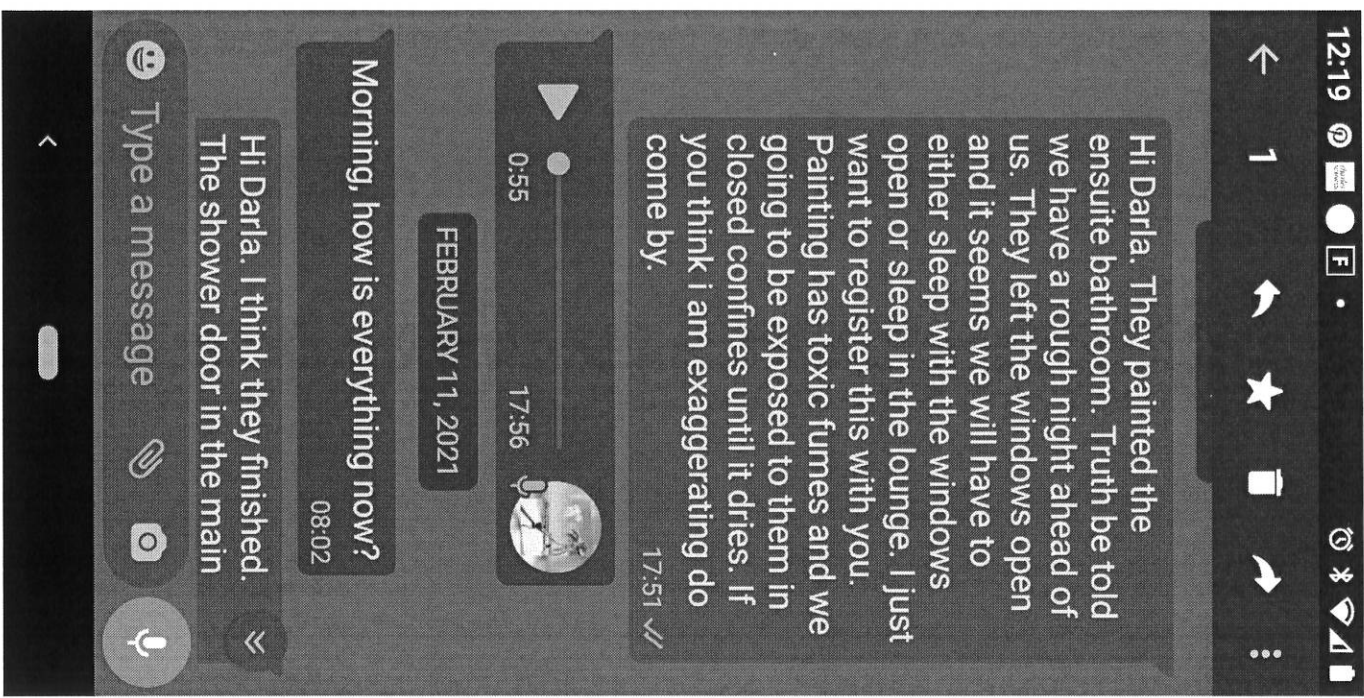
012-47751 

EXHIBIT 2



REPAIRS

Fix 2 Blinds 25.00

Replaced A Door 275.00

Fix one lock on chair 75

Replaced A Lamp 150

Repaired clean 2 lamps etc (19) 150.00

Replaced all curtains in living room 150.00

Fix on furniture in bed room 90.00

Stains of kitchen counter 50.00

STEP 225

Fix furniture living room 150.00

1500.00 + 150.00

↓

900.00 + 150.00 = 1050.00

— 790.00

260.00



WL Wirimayi <wirimayilloyd@gmail.com>

Re: Signed lease

EXHIBIT 4

Darla Dilbert <darladilbert@gmail.com>

Mon, Dec 5, 2016 at 10:16 AM

To: Wirimayi Mukarakate <wirimayilloyd@gmail.com>

Hi like Lloyd,

I am in Miami on business . I am back on Thursday and I will follow up with you then. I will have it all sorted when I am back not to worry.

I don't think the bath room hot can turn off so it might just st be a bit of adjusting with the facets on your part but I will show you if you don't get it by then... Please feel free to use the stove oven! Oh the lamps will be sorted too! Talk soon

Regards,
Darla

Sent from my iPhone

On 4 Dec 2016, at 9:35 PM, Wirimayi Mukarakate <wirimayilloyd@gmail.com> wrote:

Sorry. Sent it to me in error.

From: Wirimayi Mukarakate

Sent: 2016-12-04 21:34

To: Wirimayi Mukarakate

Subject: Signed lease

Hi Darla,

I trust you had a good weekend. I am wondering if you have a checklist/inventory of property in the house that we can go over together. It is probably the best way to approach the matter.

Three issues stand out. The tv has no remote. There is no hot water in the main bathroom (seems it was turned off) and the microwave is not working. The microwave probably has a problem with the door (not sure if there is anything else wrong with it). Please help me especially with these three. Please.

I figured out how to adjust the timer for the geyser. You were right. It's no rocket science. Tried to replace the light bulb in the "laundry room". It is not your usual bulb. I could not and left it at that.

Did you ever use the grill/oven? It is so spanking brand new with no oil stains or markings. Just wondered.

It's a good house you have here I must say though. The bed is as good as you said it would be.

Please call me when you have a moment.

Lloyd

From: Wirimayi Mukarakate

Sent: 2016-12-01 13:50

To: Darla Dilbert

Subject: RE: re: signed lease

Hi,

I paid the rent plus deposit for water.

I want to bring to your attention the following:

1. The lamps in the lounge and bedroom are both broken and were put together nicely but both are essentially two broken pieces each which are not glued together.
2. There is black tape neatly wound around the length of pipe for the shower in the main bedroom.
3. The porcelain handle on one tap in the bathroom is broken.

This is what I have seen so far. Just wanted to place it on record.

Otherwise have a good day.

Lloyd

From: Darla Dilbert
Sent: 2016-11-29 14:18
To: Wirimayilloyd@gmail.com
Subject: FW: re: signed lease

Hi Lloyd,

Please see attached the signed copy of the lease. This will also assist you in signing up with your water and electricity.

Also see attached a change to the rent & water deposit account number. Please use this moving forward.

Please confirm you received this email.

I look forward to meeting you in person tomorrow at the location at 7pm.

Have a nice day!

Regards,

4/25/2021

Gmail - Re: Signed lease

Darla



Wirimayi Mukarakate <wirimayilloyd@gmail.com>

Deposit

EXHIBIT 5

WL Wirimayi <wirimayilloyd@gmail.com>
To: Darla Dilbert <darladilbert@gmail.com>

Thu, Apr 1, 2021 at 9:11 AM

Morning Darla,

I saw your breakdown of the deposit and have some objection to it. Darla for the umpteenth time i did not damage your door. I found it with a patch and glued. When the glue came off i put pins to hold it in place. I need that \$125 .

The lamp. You can't keep the two lamps we left behind and still charge us for the one that broke, which by your own admission was already cracked when we moved in.

You are going to charge us for a chair that broke because the screws on it were lose. You even knew this was a problem and had to bring in the guy to glue to it. Where is the fairness in this?

I am not aware of any furniture that needed fixing in the bedrooms. Please explain.

Did you charge me to replace the curtains? If you did please let me know what is wrong with them.

The blinds that were damaged faced the sun. They snapped because of the heat. It is not a big amount but this was wear and tear.

Lastly, I cant follow your calculations. On the sheet you have a total of \$765 which even before the adjustments leave \$885 due to me.

Darla I tried to be the best tenant I could. Please deal with me fairly. You can't charge me for damages which existed before my time. For crying out loud I even left toilet seats which I bought, two lamps, four door locks and curtains (because it felt wrong to leave your house without any).

Please let me have your response before we finalise the refund.

Regards,

Wirimayi

EXHIBIT 6

