



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC_ _ OF 2022

DEFENDANT:

Hugh Roy Gooden

Plaintiff

AND:

Alburn Brown

Defendant

PLAINT

To the Defendant

51 Hope Drive, Smith Road,

George Town

Grand Cayman KY1-1110

THIS PLAINT has been issued against you by Hugh Roy Gooden in respect of the claim set out on the next page.

Within 14 days after service of this Complaint 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 defense** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued on 5 of ^{L112} ~~June~~ July 2022.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff paid rent to the defendant for the months of April and May for \$1,200 CI each month.
2. On 18th of April 2022 the Plaintiff received a notice stating that he needed to vacate the Alburn Brown Apartment as soon as possible. Also, stating in the notice that the Plaintiff would receive the refund for advance month's rent he had paid.
3. On 30th of April 2022 the Plaintiff moved out of said apartments. After few weeks of vacating the premises, the Plaintiff enquired about the advance rent he paid, and the Defendant claim the deposit of the refund would be made shortly. The Defendant also stated that the Plaintiff left with bed sheets which belonged to him, he claimed they costed \$40 CI. The Plaintiff agreed to paying for the sheets and told the Defendant he could take such money out the refund owed.
4. After another few weeks, on the 31st of May 2022 the Plaintiff issued a written letter to the Defendant stating if he did not get his refund, he would be taking the matter to the court.
5. The Defendant ignored the request and should reimburse the Plaintiff the refund of the advance rent.

AND the Plaintiff claims:

1. The sum of \$1,160.


Plaintiff's Signature

Plaintiff's address for service

Hugh Gooden
285 Beach Bay Road, Natures Circle,
Savannah
Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20 22

BETWEEN:

Hugh Gooden

Plaintiff

AND:

Alburn Brown

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

51 Hope Dr Smith RD GT
Alburn Brown

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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

DATED __ of June 2022.

See Overleaf

PARTICULARS OF DEFENSE

1.

2.

3.

COUNTERCLAIM

4.

5.

AND the Defendant claims:

(1)

(2)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.

ABPM LEASE AGREEMENT

Alburn Brown Apartments
51 Hope Drive, Smith Road,
George Town
P.O. Box 1546
Grand Cayman KY1-1110
Cayman Islands

LEASE AGREEMENT:

This lease agreement dated on 2021 between the Landlord Mr. Alburn Brown hereinafter Called "Lessor" and hereafter called "Lessee" apartment # Located at 51 Hope Drive, off Smith Road George Town. Consideration of the mutual Agreement and covenants herein stated, lessor hereby leases, and lessee hereby leases from lessor for a private dwelling the premises designated above, together with the fixtures and appliances belonging there to for a term of one year.

Rent:

The lessee shall pay the lessor or lessor's agent his or her rent on the 1st of each month in the amount of \$1200.00 (Twelve hundred Cayman Islands dollars), which includes rent and utilities. The inclusive rent charged is based on (2) two person per unit. A fee of \$150 will be incurred for additional person up to a maximum of (4) four person per unit. Further, the time of each and every payment of rent is of the essence of the lessee and the Obligation to rent is an independent covenant and cannot be deducted or set off.

Last charges:

The monthly rent shall be increased by \$50.00 after the seventh of the month. Further, the lessee understand and agrees that in the event lessee fails to make in whole any payment as required by this lease on the day after such payment was due and each day thereafter a penalty of KYD \$50.00 per day shall be imposed to the amount until each time as the entire amount of the payment and all accrued penalties are paid.

Security deposit:

Lessee shall deposit with the lessor the following security deposit of KYD \$1200.00 (Twelve hundred Cayman Islands Dollars) & Last Month Rent to be retained by lessor to ensure that lessee shall comply with each and every term and obligation provided in this lease until lessee leaves the premises.

Lessee:

Understand that appliances are for personal use only and not for outsiders.

Lessee:

Agrees to provide to lessor the most current telephone, pager or cellular and email address available for lessee. Everyone residing at the apartment is required to provide picture I.D.

Please note that by signing this lease, I have read and understand and agree to all the above terms and conditions stated in this lease agreement by the landlord or rental agency. I also understand that should I not comply with the terms and conditions stated in the lease agreement

Hugh Gooden
285 Beach Bay Road, Natures Circle,
Savannah
Cayman Islands

May 31, 2022

Alburn Brown
51 Hope Drive, Smith Road,
George Town
Grand Cayman KY1-1110

Dear Alburn Brown,

I moved out of the Alburn Brown Apartments on Saturday, April 30, 2022, after receiving a notice on Monday, April 18, 2022, stating that my apartment must be vacated as soon as possible.

I paid rent for the upcoming month before receiving the notice, which amounted to \$1,200 CI. The notice also stated that I would receive this deposit back as a refund. Due to special circumstances, I was expecting \$1,160 CI as a refund.

I am requesting a full reimbursement of my deposit, which comes to a total of \$1,160 CI. If I do not receive a refund in the full amount stated above within 28 days, legal action will be taken. I look forward to hearing from you.

Sincerely,

Hugh Gooden 

Hugh Gooden



whole thing is out of my hands for now. 1:15 PM

April 18, 2022

Good morning 🙏
 I'm sorry to have to inform you that my buyer did not receive the sale of my Apartments and as a result of this I'm obligated to give Notice to vacate the Property asap as a matter of fact 28 days from last week . You will be given a refund of your Deposit.

Kind Regards
 Alburn Brown 11:10 AM

May 10, 2022

Good evening Mr Brown 28

