



Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Adrian Murenzi (the "Plaintiff")

AND:

Kenroy Lumsden and Carol Lumsden (the "Defendants")

PLAINT

To the Defendants

Lumsden Apartments
50 Gunters Link
West Bay
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 Complaint 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 our **full particulars of your defence** 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this *22* day of *September* 2022.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On 20th December 2018, the Plaintiff signed an agreement to rent an apartment (Apartment No. 25, Lumsden Apartments, 50 Gunter's Link, West Bay, Grand Cayman, Cayman Islands) from the Defendants effective 1 January 2019. The Plaintiff paid a security deposit of CI\$1,150.00 to the Defendants. The Plaintiff terminated the rental agreement effective 31 August 2022 and vacated the apartment on that day, having occupied the apartment for 3 years and 8 months.
2. Of the Plaintiff's CI\$1,150.00 security deposit, the Defendants refunded CI\$391.73 after deducting CI\$758.27 for "damages".
3. The Defendants unfairly and unreasonably deducted CI\$679.95 from the Plaintiff and should therefore have to pay it back to the Plaintiff. Details of the CI\$679.95 are included in the subsequent paragraphs below.
4. The Defendants should have to reimburse the Plaintiff for CI\$67.50 deducted for "Clean up". Paragraph 32 of the rental agreement states that a CI\$75.00 deposit for cleaning is required. It also states that an additional deduction will be made from the security deposit if the apartment is "very dirty" at the point of departure. One of the defendants acknowledged in a WhatsApp message sent to the Plaintiff on 4 September 2022 that the apartment looked "pretty clean" when the Defendant inspected it. Therefore, the Defendants should have to reimburse CI\$67.50 being the CI\$142.50 deduction made, less the CI\$75.00 deposit that the Plaintiff paid because "pretty clean" does not mean the same thing as "very dirty".
5. The Defendants should have to reimburse the Plaintiff for CI\$75.00 deducted for "Ink stain to the dresser". Based on pictures that the Defendants provided to the Plaintiff, the "Ink stain damage" is miniscule, and is qualified as reasonable wear and tear after about four years of occupancy. Paragraph 3 of the rental agreement allows for reasonable wear and tear.
6. The Defendants should have to reimburse the Plaintiff for CI\$80.00 deducted to "Replace fridge drawer 2 cracks". The Defendants provided the Plaintiff with a picture of one of the plastic fridge partitions with two cracks in it. The Plaintiff occupied the apartment for about four years and therefore the damage, which is minimal, qualifies as reasonable wear and tear. Reasonable wear and tear is allowed by paragraph 3 of the rental agreement.
7. The Defendants deducted CI\$112.45 for "water damage on the bedroom and bathroom doors" and CI\$260.00 for "labour to paint and replace the doors". The Defendants sent pictures of the "damage" to the Plaintiff. The damage, which is minimal, qualifies as reasonable wear and tear during apartment cleaning over a four-year period. Reasonable wear and tear is allowed by paragraph 3 of the rental agreement. The Defendants should therefore have to reimburse the Plaintiff for the CI\$372.45 that was unreasonably deducted.
8. The Defendants should have to reimburse the Plaintiff for CI\$60 deducted as "cost for tiles and labor to remove thinset". The Defendants identified the damage to the tiles in March 2021. In June 2021, the Plaintiff paid the Defendants CI\$200 for labour to

replace the tiles. Therefore, the Plaintiff's should have to reimburse the additional CI\$60 labour costs deducted from the Plaintiff's security deposit.

- 9. The Defendants should have to reimburse the Plaintiff for CI\$25.00 deducted for "wasting my husband's time". In August 2022, the Plaintiff alerted the defendants in good faith about an electrical fault in the bathroom. Because of the fault, the bulbs in the bathroom kept blowing out. The Defendant alerted the Plaintiffs after trying three new bulbs over a 2-day period. The Defendants allege that upon inspecting the bathroom, they discovered that the bulb in there was the same one that was in the property when the Plaintiff first moved in on 1 January 2019. It is unclear how the Defendants could tell that it was the same bulb. It is also unclear why the Defendants are penalising the Plaintiff for acting in the Defendants best interests by alerting the Defendants about a possible electrical short-circuit in the apartment. This deduction by the Defendants illustrates their bad faith and unreasonableness in refunding the Plaintiff's security deposit.

AND the Plaintiff claims:

- 1 The sum of CI\$679.95.
- 2 Interest calculated at the prescribed rate from 16 September 2022 to date.
- 3 Fixed costs of CI\$175 and the bailiff's fees of CI\$50, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P. O. Box 67, George Town KY1-1102, Grand Cayman, Cayman Islands.	APARTMENT #15, SPRINGFIELD COURTS 83 COURTS ROAD, GEORGE TOWN 923-8205
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aj. murenzi@gmail.com

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Adrian Murenzi (the "Plaintiff")

AND:

Kenroy Lumsden and Carol Lumsden (the "Defendants")

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Kenroy Lumsden and Carol Lumsden
Lumsden Apartments
50 Gunter's Link
West Bay
Cayman Islands

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 _____, 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.