



ARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2022

MATTHEW SLOANE

Plaintiff

- and -

ELIZABETH DEPLEDGE

Defendant

PLAINT

To the Defendant:

Elizabeth Depledge
213 Sea Wind Close
George Town
Grand Cayman

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 **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 GT, George Town, Grand Cayman, KY1-1106 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 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 11 day of October 2022

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. By a lease dated 18 August 2022 ("**Lease**") made between the Defendant as landlord and the Plaintiff as tenant, the Plaintiff entered into a tenancy of a single bedroom within a shared property at 213 Sea Wind Close, George Town ("**Property**") to commence on 1 September 2022.
2. It was an implied term of the Lease that the Property would at the commencement of the term be in a reasonable state of repair and hygiene. In fact, upon the Plaintiff's entry into the property on 30 August 2022 the Property was not in such a reasonable state, being subject to extensive contamination by dog excrement and urine and generally unsanitary and unhygienic. Further, the toilet in the Property was in a state of disrepair.
3. The state of the Property amounted to a fundamental and repudiatory breach of the Lease by the Defendant, which breach was accepted by the Plaintiff by notice on 3 September 2022.
4. On 12 August 2022 the Plaintiff paid to the Defendant a deposit in the sum of CI\$250.00. On 30 August the Plaintiff paid to the Defendant the further sum of CI\$950.00 by way of rent.
5. On 3 September 2022 the Plaintiff vacated the Property and requested the reimbursement of all sums paid by him to the Defendant.
6. By letter dated 10 October 2022 from his attorneys, the Plaintiff demanded payment from the Defendant in the sum of CI\$1,200.00, but the Defendant has failed to pay.
7. The Defendant is entitled to and claims interest on the said sum of CI\$1,200.00 pursuant to section 34 Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021 from 3 September 2022 to the date of issue at the rate of $2\frac{3}{8}\%$ (being a daily rate of CI\$0.07).

AND THE PLAINTIFF CLAIMS

1. The sum of CI\$1,200.00
2. Interest in the sum of CI\$2.59 calculated at the prescribed rate from 3 September 2022 to 1 October 2022
3. Fixed costs of CI\$175.00, alternatively costs to be assessed.


Matthew Sloane, Plaintiff

Plaintiff's address for service:

c/o Nelsons Attorneys at Law Ltd
PO Box 30069
31 Strand
George Town
Grand Cayman KY1 1201
Ref: JMH / Telephone 949 9710

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2022

BETWEEN:

MATTHEW SLOANE

Plaintiff

- and -

ELIZABETH DEPLEDGE

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's Name and 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 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 _____ 2022

See overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that she 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.