



No. 1
Plaint

MARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

JOSE C LIBATON JR.

Plaintiff

AND:

LAURA JOHNSTON

Defendant

To the Defendant

92 Bramble Close, 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 Plaintiff 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 **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 22 day of March 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

AND the Plaintiff claims:

1 The sum of CI\$1,400.00.

2 Interest in the sum of \$ N/A calculated at the prescribed rate from to date.

3 Fixed costs of \$ N/A, alternatively costs to be assessed.

Plaintiff's Signature 

Plaintiff's address for service

#490 North Sound Road, George Town< Grand Cayman
Cayman ISlands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN:

JOSE C. LIBATON JR.

AND:

LAURA JOHNSTON

Plaintiff

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 ,

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.

RESIDENTIAL LEASE AGREEMENT

I. **THE PARTIES.** This Residential Lease Agreement ("Agreement") made this July 22, 2022 is between:

Landlord: Laura Johnston with a mailing address of ("Landlord")
, AND PO Box 86 West Bay KY1-1301

Tenant(s): JOSE C. LIBATON JR. ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. **LEASE TYPE.** This Agreement shall be considered a: (check one)

- Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on _____ and end on August 1, 2022 to January 31, 2023 ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant: (check one)

- May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.
- Must vacate the Premises.

- Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____ and ending upon notice of _____ days from either Party to the other Party ("Lease Term").

III. **OCCUPANT(S).** The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- ("Occupant(s)")

IV. **THE PROPERTY.** The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a.) Mailing Address: 92 Bramble Close West Bay Apt 2
- b.) Residence Type: Apartment House Condo Other:
- c.) Bedroom(s): 1
- d.) Bathroom(s): 1

The aforementioned property shall be leased wholly by the Tenant ("Premises").



V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as:

- A residential dwelling only.

VI. FURNISHINGS. The Premises is: (check one)

- To be furnished with the following items: Full Kitchen, couch, Queen Bed 2 dressers.

VII. APPLIANCES. The Landlord shall: (check one)

- Provide the following appliances: Dishwasher, Refrigerator, Stove, Microwave, SMART TV

VIII. RENT. The Tenant shall pay the Landlord, in equal monthly installments, \$ 1400.00 ("Rent"). The Rent shall be due on the 1ST of every month ("Due Date") and paid under the following instructions: DIRECTLY TO Laura Johnston 917-6420

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

- There shall be a penalty of \$50.00 due as One (1) Time Payment Every Day Rent is Late. Rent is considered late when it has not been paid on the due date.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the (1st) month's rent and security Deposit : (check one)

- Upon the execution of this Agreement.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

- The Landlord requires a payment in the amount of 1400.00 ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 10 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.



XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

- Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

Shall not inspect the Premises or complete a move-in checklist.

XVI. PARKING. The Landlord: (check one)

- Shall provide 1 parking space(s) to the Tenant

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

- Has the right to terminate this Agreement by providing 30 days' notice to the Tenant.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: Water and WiFi

Any other utilities or services not mentioned will be the responsibility of the Tenant.

XX. SMOKING POLICY. Smoking on the Premises is:

- Permitted ONLY in the following areas: Outside

XXI. SUBLETTING. The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXII Right OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 24 hours unless otherwise approved by the Landlord in writing.



ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature *Louise Johnson* Date: 7/29/2022
Print Name: Louise Johnson

Tenant's Signature *Jack Libanon Jr.* Date: 7/26/2022
Print Name: JOCKE LIBANON JR.

Tenant's Signature *Jack Libanon Jr.* Date: 7/26/2022
Print Name: JOCKE LIBANON JR.

AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$1400 *ff Received July 22, 2022*

1st) Month's Rent: \$1400 on the First of August, thereafter the first of the month.

				Calculations of deductibles			Note
Laura Calculation							
JoJo Libation Deposit	1400			JoJo Calculation		1400	Deposit
Cleaning Fee	-400			Cleaning		-200	Still too much
Stove repairs	-487			Stove repair			Borken knob-2 pcs
Jan CUC	-115			Parts	2 knobs @ 50	-100	
Broken Smoke Detector	-65			Labor		-40	Knob replacement will only take less than an hour of work
Microwave (Melted objects on the top and inside)	-125			Jan CUC		-115	
Extra Day Rent	-50			Broken Smoke Detector			I never seen detector inside the house. If there's any I did not touch it
Loss income to clean an repair 5 days	-250			Microwave (Melted Object)		0	Microwave is in good condition
Balance Due	-92			Extra day rent		-50	Last Day is January 31 in the contract. I left the apartment at 6:30am Feb 1
				Loss of income		-70	If you consider a full day of cleaning (50) plus 1 hour of microwave repair- (20)
				Balance Payable		825	

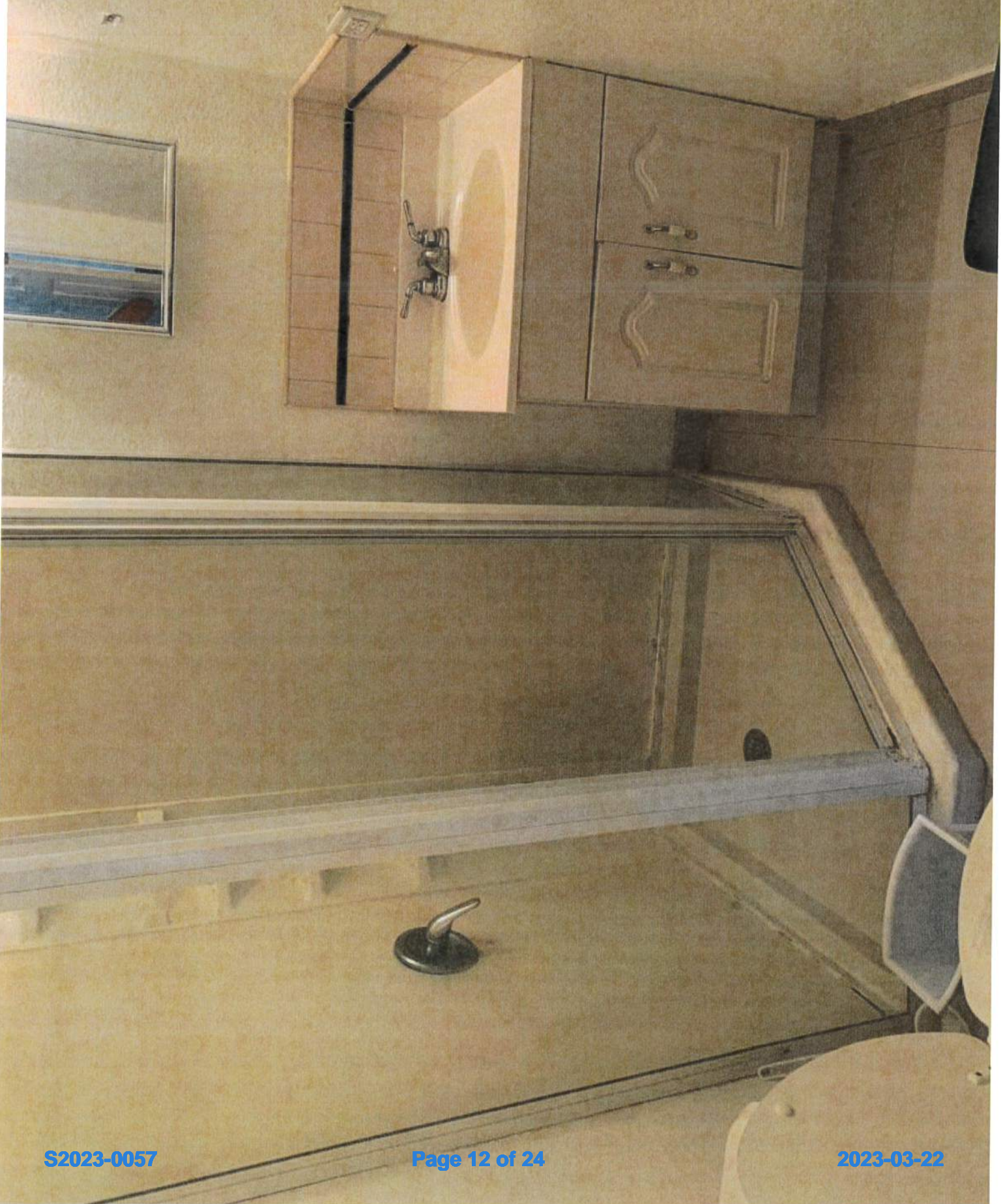
Unit 7, 27A Regal Lane, Westbury

375-326-3689

Nov-18, 1987

JOSE LIBATON JR.







S2023-0057

Page 14 of 24

2023-03-22



S2023-0057

Page 14 of 24

2023-03-22







From: Laura Johnston <lauraj1023@yahoo.com>
Sent: Monday, January 16, 2023 4:15 PM
To: Jose L; Laura Johnston
Subject: RE: Lease

EXTERNAL EMAIL – do not click links or attachments unless you recognize the sender and know the content is safe.

Hi JoJo.

I am home now
Thank you too.

Please let me know your last day here as I will need to start to show the Apt.

I will truly miss you.

Talk soon.

[Sent from Yahoo Mail on Android](#)

On Mon, Jan 16, 2023 at 2:49 PM, Jose L
<JoseL@britthay.com> wrote:

Good Day!

Hello Miss Laura,

Hope all is well. I am saddened to let you know that I will not be renewing my contract lease for the apartment next month. You know I really enjoy my stay in the apartment, and I really Love the place.
It's just happened that we need a bigger space to accommodate the three of us next month.
I thank you for your Kind Heart for giving a chance to stay in this apartment evert for just a short period of time.
I'm glad to know you, Mr. Harry, Matthew, Miss Murine her husband.
Thank you So much and You take care of your self always.

Sincerely,

Jojo Libaton

BrittHay Electric, Ltd
#1 Conch Shell Business Park
490 North Sound Road/ P. O. Box 10054
Grand Cayman KY1-1001
CAYMAN ISLANDS
MP: 326-3689
Phone 949-4154 Ext.: 1009 Fax 946-3368

-----Original Message-----

From: Laura Johnston <laura.johnston@grouppbs.com>
Sent: Monday, August 1, 2022 4:31 PM
To: Jose L <JoseL@britthay.com>
Cc: Laura Johnston <lauraj1023@yahoo.com>
Subject: Lease

EXTERNAL EMAIL – do not click links or attachments unless you recognize the sender and know the content is safe.

Hi Joe,
Please see attached lease.

Thank you,
Laura

Laura Johnston
Country Manager
PBS Group – Cayman Business Machines
The Cayman Center Suite 1&2
Dorcy Drive, George Town
Tel: +345-949-8642
Cel: +345-546-8773
www.grouppbs.com
Facebook: Group PBS

-----Original Message-----

From: pbscayscan@grouppbs.com [mailto:pbscayscan@grouppbs.com]
Sent: Tuesday, August 2, 2022 12:34 AM
To: Laura.Johnston@grouppbs.com
Subject: Scanned from a Xerox Multifunction Printer

Please open the attached document. It was sent to you using a Xerox multifunction printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Docucenter Device Name: Altalink C8070

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

Breakdown of Expenses to Rental

From: Laura Johnston (lauraj1023@yahoo.com)

To: joselibatonjr@yahoo.com

Date: Tuesday, February 28, 2023 at 11:07 AM GMT-5

Hi Jo,

As discussed please see breakdown of the use of your security deposit and repairs & expenses required.

In addition to the attached, you have moved in additional tenants several times prior to discussing and approval. We had additional water expenses for this reason and washing cars in my yard. (not included in the attached). Additionally on January 13, 2023 you gave notice with intent to leave on January 1st. This did not comply with the 30 days notice and you actually moved out on Feb. 1st.

Included below as discussed, is the breakdown with your expenses caused in the rental apartment which are all applied to your security deposit.

See below.

Regards,
Laura



JoJo Deposit and Expenses.xlsx
10.9kB



Immigration (Transition) Act (2021 Revision) Work Permit Renewal

Permit Number: 59991
Date of Issue: 12-Aug-2021
Period Covered: 24-May-2021 to 24-May-2023

PARTICULARS OF PERMIT HOLDER


Surname: LIBATON JR
Other Names: JOSE CASTILLO
Date of Birth: 18-Nov-1987
Citizen of: PHILIPPINES
Passport Number: P4386424B
Sex: Male
Worker Reference: 0207827
Term Limit: 23-Nov-2027



PARTICULARS OF EMPLOYMENT

Employers Name: HAY ELECTRIC LTD.
Employers Address: P.O. Box 31726
 Grand Cayman KY1-1207 CAYMAN ISLANDS
Primary Occupation: PROJECT ADMINISTRATOR
Location: GRAND CAYMAN



Signed: 
 Secretary
 Business Staffing Plan Board

Dated: 19th April 2022

PLEASE READ CONDITIONS PRINTED ON THE BACK OF THIS DOCUMENT

This Permit is subject to SPECIFIC CONDITIONS outlined below and STANDARD CONDITIONS shown on the attached Appendix.

Specific Conditions:

- (1) This work permit has been approved in accordance with section 66(1) of the Immigration (Transition) Act (2021 Revision). The maximum period that a worker may be allowed to reside continuously in the Cayman Islands is nine years. After such period of continuous residence a work permit will not be granted or renewed for the worker until the worker has ceased to hold a work permit for not less than one year after the worker has left the Islands.

Please note, that any person who has been and is legally and ordinarily resident within the Islands for a continuous period of at least eight years may apply in the prescribed form and manner to the Caymanian Status and Permanent Residency Board or the Director for permission for himself and his dependants if any, to reside permanently in the Islands.

- (2) It is a condition of this approval that unless any appropriate anniversary fees are paid within THIRTY (30) days of the date of the anniversary, the permit shall not be deemed to have taken effect, and therefore, rendered invalid. A new application and processing fee would then be necessary to re-activate the application process.
- (3) Please note, all references to the Immigration (Transition) Law 2018 and/or Immigration Law (2015 Revision), and the varying sections are now replaced by the Immigration (Transition) Act (2021 Revision), and the varying sections.
- (4) Subject to salary that will be paid to the applicant being submitted.

End of Specific Conditions

THE PERMIT HOLDER SHALL NOT BE EMPLOYED OTHER THAN BY THE EMPLOYER NAMED ON THIS DOCUMENT WITHOUT PRIOR APPROVAL.

THIS PERMIT WILL BE AUTOMATICALLY TERMINATED IF EMPLOYMENT IS NOT TAKEN UP WITHIN 30 (THIRTY) DAYS OF THE DATE HEREOF.

FAILURE TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS SHOWN ON THIS DOCUMENT OR THE APPENDIX HERETO AUTOMATICALLY RENDERS THIS PERMIT SUBJECT TO REVOCATION.

A COPY OF THIS PERMIT IS GIVEN TO BOTH THE EMPLOYER AND THE EMPLOYEE.



Work Permit Appendix

Standard Conditions:

- (1) You are hereby informed that under the existing Law and Regulations the granting of this permit in no way confers any entitlement to, or preference in connection with, the granting of any application for the renewal hereof or of any application for The Right to be Caymanian.
- (2) Application for renewals of a work permit, applications for a grant of Permanent Residence with right to work, applications for the grant of The Right to be Caymanian, are all considered on their own merits and in the light of circumstances existing at the relevant time.
- (3) That the holder of this Work Permit will not be allowed to change his employer during the term of this Work Permit except in special extenuating circumstances and with the prior approval of the Board or Director of WORC as applicable.
- (4) Without the prior consent of the Workforce, Opportunities & Residency Cayman the holder's authority to remain in the Islands ceases in the event that the permit is revoked, expires or if the employment is terminated.
- (5) That the holder shall not be permitted to have any dependants or relatives not named on this Work Permit enter and remain or reside with the holder without prior approval.

Work Permit License Appendix 1.0.2