



Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 2023

BETWEEN: ADRIANNA SHALONDA DURAN

PLAINTIFFS

JABARI HASSANI HEYWOOD

AND: CYNDI GLASGOW

DEFENDANT

AND TO: CLERK OF THE SUMMARY COURT

Cyndi Glasgow,  
64 Jim Bodden Ave, Savannah, Grand Cayman, Cayman Islands  
322-2955

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 **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            day of            2023

See overleaf for particulars of the Plaintiff’s claim.

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This PLAINT was filed by Kathleen Ryan Attorney-at-Law, for the **Plaintiffs** herein, whose address for service is Suite 203B, Level 2, Crighton Building, 256 Crewe Road, George Town, Grand Cayman, PO Box 308, KY1-1501, Cayman Islands. Email: [ryan.lawchambers@outlook.com](mailto:ryan.lawchambers@outlook.com)

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)

1. On 17<sup>th</sup> January 2022 the Plaintiffs entered into a verbal tenancy agreement with the Defendant to rent Apartment A, which was adjacent to the Defendant's place of residence, located at 64 Jim Bodden Avenue, Savannah, Grand Cayman, Cayman Islands, for the monthly sum of KYD\$1650.00, for six (6) months.
2. That same said date the 1<sup>st</sup> Plaintiff made a successful Electronic Funds Transfer ("EFT") from her personal bank account in the sum of KYD\$1650.00 to the Defendant's account. This transfer represented payment for the security deposit.
3. On Tuesday 1<sup>st</sup> February 2022 the Plaintiffs moved into the apartment with their belongings.
4. On Wednesday 2<sup>nd</sup> February 2022 the Plaintiffs brought it to the attention of the Defendant that they discovered some items inside the apartment were not working properly and needed repair. These items were as follows:
  - a. *Left back burner of the gas oven slow to ignite,*
  - b. *Dryer not heating,*
  - c. *Low water pressure in shower, and*
  - d. *No hot water in apartment*
5. Over the space of several more days the Plaintiffs found further minor damages throughout the inside of the apartment:
  - a. *Scratches to kitchen cupboards*
  - b. *Nail holes in the hallway walls,*
  - c. *Nail holes in the wall by the front door,*
  - d. *Blue ink stain on bed mattress,*
  - e. *Hole in the wall in the den,*
  - f. *Hole in the wall in the living room, and*
  - g. *Front window had a broken mesh screen.*

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6. Throughout the duration of the six (6) month verbal tenancy agreement the Plaintiffs paid the rent on time, abided by the Defendant's rules, and paid their portion of the utilities as was agreed between the Parties.
7. On June 7th, 2022, the Defendant communicated with the Plaintiffs through WhatsApp, inquiring whether they wished to extend the lease agreement. The Plaintiffs replied stating that they wished to extend the lease for an additional six (6) months.
8. On Tuesday 12<sup>th</sup> July 2022 the Plaintiffs received the written Lease Agreement ("Lease") from the Defendant by email. The Lease specified that; the tenancy was for six (6) months and the monthly rental sum was CI\$1650.00, payable in advance on or before the 1<sup>st</sup> day of each month. The Parties at a later date all signed the Lease.
9. The Lease ended on Tuesday 31<sup>st</sup> January 2023.
10. On Monday 19<sup>th</sup> December 2022 at 6pm, the Defendant inspected the apartment in the presence of both Plaintiffs. During the inspection process the Plaintiffs carefully watched the Defendant check and examine every area of the apartment, including the *stove, microwave, oven, washer, dryer, cupboards, dresser drawers and windows*.
11. Upon the completion of the inspection the Defendant spoke to the Plaintiffs about the left bedside table located in the Plaintiffs bedroom. The Defendant made mention that she observed that the Plaintiffs kept their newborn's baby bottles, bottle warmer and cups with water used for the night on the table. The Defendant recommended that the Plaintiffs purchase "*wood protector and cleaner*" to use on it. The Plaintiffs did so.
12. At no time during this conversation did the Defendant tell the Plaintiffs that she considered the bedside table to be damaged. Neither did the Defendant inform the Plaintiffs that they should stop using the bedside table.
13. At the conclusion of the inspection the Defendant made no further mention of damages, misuse of furniture or anything else which she required the Plaintiffs be financially responsible for prior to them moving out.

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14. The Plaintiffs out of generosity and respect for the Defendant invited her to choose a cleaning company that she would like them to hire to deep clean the apartment prior to them moving out. The Defendant requested Ropers Ltd.
15. On Tuesday 31<sup>st</sup> January 2023 two (2) cleaners from Ropers Ltd attended to the location to commence the deep clean. Because the Plaintiffs were in the process of moving out the 1<sup>st</sup> Plaintiff was present for most of the time the cleaners were there.
16. At 7pm on that said date the Plaintiffs vacated the apartment. Due to the Defendant not being home at the time the Plaintiffs left the two front door keys at the Defendant's doorstep.
17. The deep clean service cost was CI \$280.00. The Plaintiffs paid the bill.
18. On Wednesday 1<sup>st</sup> February 2023, the Plaintiffs received pictures and videos from the Defendant, which purported to depict areas that the Defendant said, had not been properly cleaned by the cleaning staff. The Defendant requested that the Plaintiffs contact Ropers Ltd and have the cleaners return to do a further deep clean. The Plaintiffs did so.
19. On the midday of Wednesday 1<sup>st</sup> February 2023, a new tenant moved into apartment A.
20. On Thursday 2<sup>nd</sup> February 2023, Ropers Ltd completed a second deep clean of the apartment. The Plaintiffs informed the Defendant that the second cleaning had been done. The Defendant told the Plaintiffs that she would contact them confirming her satisfaction. The Defendant failed to do so.
21. On Friday March 3<sup>rd</sup>, 2023, thirty (30) days after vacating the apartment the Plaintiffs sent the Defendant a message in the WhatsApp group chat requesting the return of their security deposit. The Defendant did not respond within the group chat. The Defendant later responded in a private chat with the 2<sup>nd</sup> Plaintiff stating that she would get back to them both when she was at home. The Defendant failed to do so.
22. On Saturday 4<sup>th</sup> March 2023 the 2<sup>nd</sup> Plaintiff followed up again by WhatsApp with the Defendant. The Defendant replied stating that she was driving and would reply soon. Later that same day the Defendant replied to the 2<sup>nd</sup> Defendant informing him that the security deposit could not be returned in full due to *“negligent misuse of items in the apartment which caused*

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*damages to furniture and the washing machine*". The Defendant informed that she would provide invoices for the cost of amount claimed.

23. On Monday 6<sup>th</sup> March 2023 the 1<sup>st</sup> Plaintiff emailed the Defendant expressing her surprise to now learn of the Defendant's accusation that damage to the apartment was done and that she holds them responsible for. The 1<sup>st</sup> Plaintiff reminded the Defendant that on the date of final inspection she did not report any damages to either herself or the 2<sup>nd</sup> Plaintiff. The Defendant was also reminded of the two deep cleans done to the apartment.
24. The 1<sup>st</sup> Plaintiff requested that the Defendant return the security deposit. To date the Defendant has failed to provide a response.
25. On Saturday 12<sup>th</sup> March 2023 the 1<sup>st</sup> Plaintiff emailed the Defendant requesting that the security deposit be returned. In the email the 1<sup>st</sup> Plaintiff brought it to the attention of the Defendant that as a fact that a new tenant had moved in on midday of 1<sup>st</sup> February 2023, the apartment was left in *"tenantable condition save normal wear and tear"*. The Defendant was put on notice that unless the Plaintiffs deposit was returned by Friday 17<sup>th</sup> March 2023, legal action would be taken against her.
26. The Lease Agreement specified that *"the sum of CI\$1650.00, paid on 14<sup>th</sup> January 2022, shall be held by the Landlord as security, will be held for the due performance and completion of this contract."* The Lease Agreement also said that *"The security deposit shall be returned after the completion... provided... "no outstanding debts or damage relating to the Premises... and that the Premises is handed over with the fixtures, fittings, furniture and contents and additions thereto in good and tenantable condition save normal wear and tear."*
27. The Plaintiffs having left the said apartment in *"good and tenantable condition"* make a claim against the Defendant for breach of contract, for failing to abide by the terms and conditions of the Lease, to return to them their security deposit.

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## AND THE PLAINTIFFS' CLAIMS AGAINST THE DEFENDANT:

1. The sum of CI\$1,650.00
2. Interest calculated at the prescribed rate from 1<sup>st</sup> February 2023 to date.
3. Fixed Costs pursuant to section 11 (1) of the Summary Court Rules 2004.
4. Costs pursuant to section 11 (3) of the Summary Court Rules 2004.
5. Such further and/ other relief as this Honourable Court may see fit.



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Plaintiff's Signature

Plaintiff's address for service:

C/o Kathleen Ryan  
Attorney-at-Law  
Suite 203B, Level 2,  
256 Crighton Building, Crewe Road,  
George Town, Grand Cayman

TO: The Clerk of the Summary Court

AND TO: The Defendant Cyndi Glasgow

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Service of the Plaintiff is acknowledged accordingly.

\_\_\_\_\_

Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

See Overleaf

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BETWEEN: ADRIANNA SHALONDA DURAN

PLAINTIFFS

JABARI HASSANI HEYWOOD

AND: CYNDI GLASGOW

DEFENDANT

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ACKNOWLEDGMENT OF SERVICE

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1 State Defendant's name and address -

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.....  
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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.

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