



No.1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20 ____

BETWEEN: YVROSE BARTON PLAINTIFF

AND KERRIAN EUNICE PATTERSON WATLER RESPONDENT

To the Respondent

KERRIAN EUNICE PATTERSON WATLER

c/o 51 Eastern Avenue, Shop #3

George Town, Grand Cayman

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 **Plaint** 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 7th day of July 2023

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. At some point prior to 1st January 2022 Yvrose Barton of #209 Harvey Stephenson Drive, Bodden Town, Grand Cayman, landlord of Apartments at said address, discussed with Kerrian Watler prospective tenant of #51 Eastern Avenue, Shop #3, George Town, Grand Cayman the possibility of her Kerrian Watler leasing an apartment at her property and becoming a tenant.
2. Sometime on or about 1st January 2022, the Plaintiff and the Respondent entered into a written agreement whereby it was agreed that the Plaintiff would lease the Respondent an apartment unit at #209 Harvey Stephenson Drive, Bodden Town, Grand Cayman for a monthly rate of, **EIGHTEEN HUNDRED CAYMAN DOLLARS (CIS1800.00)** per month beginning 1st January 2022 and payable on the first of each month. The term of the lease was twelve months ending on 1st January 2023.
3. After receiving the first months' rent in full, the Respondent started to make only partial payments each month starting in February 2022.
4. The Plaintiff contacted the Respondent to retrieve the monies owing after not receiving the monthly rent as per the agreement and were given excuses and promises to pay. The Respondent continued to occupy the apartment despite not paying the monthly rent as agreed.
5. As of May 2022, the Respondent owes to the Plaintiff **THREE THOUSAND EIGHT HUNDRED CAYMAN DOLLAR (CIS3800.00)**. Between the months of May to November 20, 2022, at the time of the Respondent vacating the premises the Plaintiff received payments as set out below including a payment of Twelve Hundred Cayman Islands Dollars (**CIS1200.00**) from the Needs Assessment Unit:

MONTH	RENT AMOUNT CIS	AMOUNT PAID CIS	BALANCE CIS	TOTAL OWED CIS
April				\$2000.00
May	\$1800.00	\$800.00	\$1000.00	\$3000.00
June	\$1800.00	\$800.00	\$1000.00	\$4000.00
July	\$1800.00	\$800.00	\$1000.00	\$5000.00
August	\$1800.00	\$800.00	\$1000.00	\$6000.00
September	\$1800.00	\$0	\$1800.00	\$7800.00
October	\$1800.00	\$1200.00 (NAU)	\$ 600.00	\$8400.00
November	\$1800.00	\$0	\$1800.00	\$10200.00
December	\$1800.00	\$0	\$	\$
TOTAL RENT OWED				\$10,200.00

6. Since vacating the premises on 20th November 2022, the Respondent has failed to either pay the monies in full or a portion thereof.
7. The Plaintiff has since made numerous attempts to retrieve the monies owing by contacting the Respondent. This was without any success as the Respondent stopped answering the Plaintiff's calls.
8. During the period of Respondents' tenancy, the Plaintiff suffered a total loss of **TEN THOUSAND TWO HUNDRED CAYMAN ISLANDS DOLLARS (CIS10,200.00)** as the Respondent continued to reside at the residence which prevented the Plaintiff from seeking a new tenant.
9. The Respondent breached the written agreements, as she has failed to make the monthly payments of **EIGHTEEN HUNDRED CAYMAN DOLLARS (\$1800.00)** as agreed in the signed Residential Tenancy Rental Agreement, and as such the Plaintiff should be paid the monies owed by the Respondent.
10. On 19th January 2022 the Plaintiff agreed and signed to act as guarantor for the Respondent to obtain a thirty-day salary loan from SEB Finance in the amount of **TWO THOUSAND CAYMAN ISLANDS DOLLARS (CIS2,000.00)**. The loan was approved on 26th January 2022.
11. Sometime in or about March 2023 SEB Finance informed the Plaintiff that she was required to pay the outstanding loan in full plus the interest in late/non-payment as the guarantor as the Respondent had defaulted on payment. The total repayment with interest was **THREE THOUSAND CAYMAN ISLANDS DOLLARS (CIS3,000.00)**. A letter of confirmation of payment is dated 28th March 2023.
12. The Plaintiff has made several attempts to contact the Respondent, to no avail.
13. As a result of the Respondent breaching the written agreement with SEB Finance the Plaintiff was made to pay the debt. It is with this that the Plaintiff should be reimbursed the full amount of the **THREE THOUSAND CAYMAN ISLANDS DOLLARS (\$3000.00)** that she was made to pay to SEB Finance.

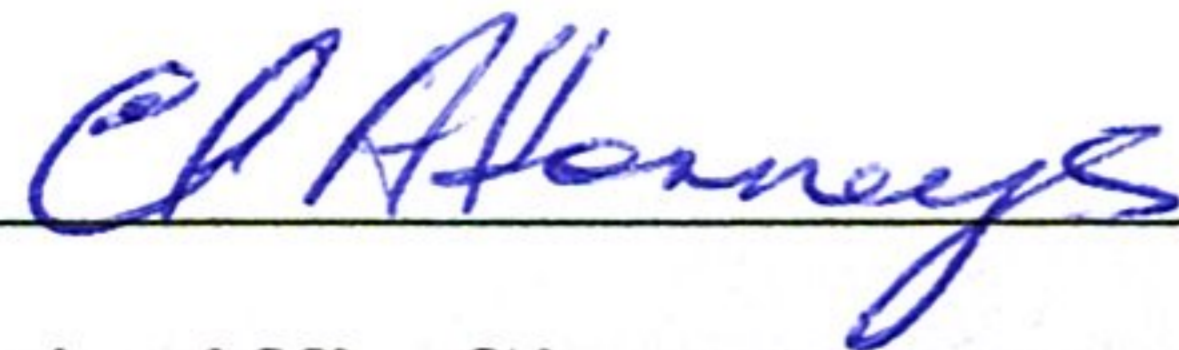
AND the Plaintiff claims:

1. The sum of **TEN THOUSAND TWO HUNDRED CAYMAN DOLLARS CIS10,200.00**.
2. Interest at the rate of 2-3/8% per annum on the amount owed which amounts to ___ from 20th November 2022 to date of issue with a daily interest of ___ accruing thereafter.

AND

3. The sum of **THREE THOUSAND CAYMAN DOLLARS CIS3,000.00**.

4. Interest at the rate of 2-3/8% per annum on the amount owed which amounts to ____ from March 2023 to date of issue with a daily interest of ____ accruing thereafter.
5. Fixed costs of \$175.00, alternatively costs to be assessed.
6. Such further and/or other relief as this Honourable Court deems fits.



Plaintiff's Signature

Plaintiff's address for service

YVROSE BARTON

C/o CP Attorneys, Attorneys-at-Law

Unit 118 Elizabethan Square,

80 Shedden Road,

George Town,

P.O Box 561,

Grand Cayman KY1-1622,

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ___ of 20__

BETWEEN: YVROSE BARTON

Plaintiff

AND KERRIAN EUNICE PATTERSON WATLER

Respondent

ACKNOWLEDGMENT OF SERVICE

1. State Respondent's name and address –

2. State whether the Respondent 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 Plaint is acknowledged accordingly.

Respondent's Signature

Dated this ___ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Respondent says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Respondent's Signature

REMINDER - This form must be taken or send 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.