



No. 1
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

JENELVA JACKSON

Plaintiff

AND:

QUEENESHA BODDEN

Defendant

To the Defendant

lookout Gardens
Bodden town

THIS PLAINT has been issued against your 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 day of 18th 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)

On 2nd September 2021 Geneva Jackson entered into an agreement with the Ms Quenesha Bodden to rent a room at her apartment complex, located at Christiana Forbes & Silver Hill Bodden town, for the sum of CI\$ 900.00 per month with included utilities. Each month a receipt was received from the Ms Quenesha Bodden for CI\$ 900.00, there was no separate amount for utilities. (see attached receipts) Geneva Jackson paid Quenesha Bodden a deposit of CI\$ 900.00 to date, Quenesha Bodden has refused to refund the CI\$ 900.00 deposit, claiming that that CI\$ 310.00 is owed for utilities this is in contradiction to the terms that were agreed when the premises were rented and I am seeking for the full return of the deposit in amount of CI\$ 900.00

AND the Plaintiff claims:

- 1 The sum of CI\$ 900.00.
- 2 Interest in the sum of \$ 0.00 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ CI\$ 900.00, alternatively costs to be assessed.

Geneva Jackson

Plaintiff's Signature

Plaintiff's address for service

38 Bernard Drive
George town
Grand Gay man

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I Jenelva Jackson, do state, that, on Spetember 27, 2021, there was a verbal agreement between myself and Ms Quenesha Bodden, for the rental of a living accommodation for my daughters, namely Kimesha Brimo and Trishana Brimo, who had both arrived on Island on September 17, 2021, and were due to exit quarantine on October 02, 2021.

I was introduce to Ms Quenesha Bodden by a friend (known to me by the name "Dicky") who had said he was a friend of Ms Bodden and that he knew of her having a vacant unit up for rental.

On about the 10th of September 2021, Mr "Dicky" had promised to make contact with Ms Quenesha Bodden as to confirm the availability of the said rental unit and that he would get back to me at the soonest time possible.

On about the 24th of September 2021, Mr " Dicky" confirmed to me that the unit was available for rental, for Nine Hundred Dollars 00/CI (\$900.00) to include, light, water and internet services.

On September 26, 2021, at about 8:30am, I got a phone call from Ms Bodden, enquiring if I was interesting to rent the unit, I answered in the affirmative. Ms Bodden then told me that the rent was for \$900.00CI per month, to include light, water, internet and propane, and that a deposit of \$900.00CI is also required prior to moving in.

I told Ms Bodden, that, I was not able to pay the stated amount for the deposit all at once, but, could do so in two parts, if that might be acceptable to her. This she agreed to.

On September 27, 2021, Ms Bodden called and told me that she will be taking break time from work to come and collect the money for the rent, plus, the half deposit as agreed. At about 11:30 am, Ms Bodden came by 52 East St, Belford Estate where I was living at the time, and collected a total sum of Thirteen Hundred Fifty Dollars 00/100CI (\$1,350.00) Nine Hundred Dollars(\$900.00) for full rent, and Four Hundred Fifty Dollars(\$900.00) as half the total deposit. I was presented with two(2) receipt for the payments, one for the monthly rent and one for the half deposit(please refer to attachment)

On October 02, 2021, both Kimesha and Trishana Brimo moved into the unit located at 7 Silver Hill Bodden Town.

On December 02, 2021, Ms Quenesha Bodden came by 7 Silver Hill to collect payment, as she normally would. A total sum of Thirteen Hundred Fifty Dollars(\$1,350.00)was paid to her. This amount would represent, one month rent for the period of December 2021- January 2022, along with the remaining balance of Four Hundred Fifty Dollars (\$450.00) for the previously owed deposit. This amount, would now bring my deposit balance to NIL. Two receipts were issued to me, one to show my rent for the period paid in full, and one to show my deposit paid in full.

On the 2nd of June 2023, I gave notice to Ms Quenesha Bodden that as at June 30th, 2023, I will be removing from the unit (7 Silver Hill), as I was seeking a more convenient accommodation. Ms Bodden immediately asked me, " when is it I am going to get my rent", I responded by telling her she could come

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to collect it, she in turn said, she was off the island, and would then send her daughter to collect it on her behalf the following evening.

On the 3rd of June, 2023, at about 8:15 pm, Ms Bodden's daughter came by 7 Silver Hill to collect the payment for the month rent. This was not unusual, as she had come there and collected rent money from me, on several occasions previously.

On the 6th of June, 2023, sometimes after 8:00am, I received a phone call from Ms Quenesha Bodden, stating that my light bill is Three Hundred Ten Dollars(\$310.00), this was quite shocking to me, as I had never before, paid, or asked to pay any bill for light, water, internet nor propane, as per the agreement.

I told Ms Bodden, that could not have been, as the agreement we had, was that all utilities were included in my monthly rental amount. Ms Bodden then began to shout, and told me that she had an electric meter in the attic, and it shows that I used \$310.00.

On the 30th of June 2023, at about close to 10:30 pm, I called Ms Bodden and asked her to come and view the unit, prior to us leaving. At about 10:40 pm, Ms Bodden and a gentleman showed up. This however, was not the first time I have seen him there, as he had on several occasions accompanied her there.

Ms Bodden and the gentleman went inside the house to inspect the unit. They both spend approximately 20 minutes inside, going through the furniture drawers, the kitchen cabinets, and the refrigerator. The gentleman turned to me and asked, "how long have you been living here"? I responded by saying, "October would have made it 2 years, his remarks were, "the place is well kept". This was indeed true, as I always kept the place cleaned and also ensure that no furniture and or fixture was broken nor damaged. I also did a very thorough deep cleaning prior to calling her to do her final inspection prior to me leaving.

When Ms Bodden came outside, I asked her if everything was ok, and she said "yes".

There were absolutely no immediate complaints from Ms Quenesha Bodden in regard to the unit.

Upon handing the keys to Ms Bodden, I asked her to give me my deposit back, she told me no, she will not return the deposit, until she gets the other light and water bills in June.

I asked her "what you mean by water bill and light bill, when I have NEVER before paid or had asked to pay any light and water bill"? I reminded her that, the agreement we had, was to cover light, water, internet and propane, therefore, I cannot understand why now since I have given her notice that I will be removing, suddenly there's a mention of light and water bills...during this time however, she had never mentioned anything about internet and propane.

On July 14, 2023, I got a whatsapp picture message from Ms Bodden showing a calculator with 294.88 with a caption saying "this is your total light bill and your water came up to 158.

I did not respond.

On the 14th of July, 2023, at approximately 8:30 pm, I went to the Bodden Town police station to make a report, hoping that the police would intervene. The officer I spoke to was Officer Evans # 100.

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I explained the rental agreement to Mr Evans and the refusal of Ms Bodden to refund my deposit. He asked me if I knew where she was living, I told him I did not know her physical address, but could provide him with her phone number. I then gave officer Evans the number for Ms Bodden.

I saw officer Evans made a phone call from the station phone, which was quite visible to me. I could easily hear Mr Evans speaking. After officer Evans got off the phone, he turned to me and asked, " are you going back home now, or will you be waiting" ? I answered in the affirmative, that I will be waiting.

I waited for about the next 1 hour and I did not see Mr Evans returned. I left the Police Station and head back home.

On the 16th July, I called the Bodden Town police station and enquire if officer Evans was at work, I was informed that he was not in, and that he was returning to work the following Wednesday.

I said ok, thank you.

On Wednesday the 19th of July, 2023, I called again to the Bodden Town station and asked for officer Evans, a lady that answered the phone, transferred the call to officer Evans. When officer Evans came on the phone and said hello, I immediately identified myself to him by stating my name and the reason for the call, which was a follow up with my previous report.

Officer Evans told me, that the lady had told him that I burnt down her edges. This however was not so. Officer Evans told me he can just tell her that she should refund your money, but he cannot compel her to give it back to me, neither can her arrest her for refusing to give me back my money, therefore, his best advice to me, is that I take the matter to the court.

I am now asking for the court to intervene in mediating this matter, with the hope that Ms Quenesha Bodden is compelled to give me my money back in the full amount of \$900.00CI that I have paid to her as deposit as agreed to when I was renting her unit.

Signed

Jenelva Jackson

J Jackson

Date

14/ 8/ 23

RECEIPT DATE 09-10-2021 No 11223

RECEIVED FROM Jenelva Jackson \$ 900.00

_____ DOLLARS

FOR RENT Paid full
 FOR _____

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 09-10-2021 TO _____

BY Quenesha Bodden 3-11

RECEIPT DATE 07-09-2021 No 11224

RECEIVED FROM Jenelva Jackson \$ 450.00

_____ DOLLARS

FOR RENT Blanca 450.00
 FOR _____

ACCOUNT		<input type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE	<u>450.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM _____ TO _____

BY Quenesha Bodden 3-11

RECEIPT DATE 01-10-2021 No 11226

RECEIVED FROM JENELVA JACKSON \$ 900.00

nine hundred _____ DOLLARS

FOR RENT Paid in full Rent
 FOR _____

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE		<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM 01-10-2021 TO 01-11-2021

BY Quenesha Bodden 3-11

RECEIPT DATE 01-10-2021 No 11227

RECEIVED FROM JENELVA JACKSON \$ 450.00

_____ DOLLARS

FOR RENT Deposit Bal 450.00
 FOR _____

ACCOUNT		<input checked="" type="radio"/> CASH
PAYMENT		<input type="radio"/> CHECK
BAL. DUE	<u>450.00</u>	<input type="radio"/> MONEY ORDER
		<input type="radio"/> CREDIT CARD

FROM _____ TO _____

BY Quenesha Bodden 3-11

RECEIPT DATE 01-02-2022 No. 411254

RECEIVED FROM Senelue Jackson \$ 900.00

FOR RENT Paid in full DOLLARS

FOR Paid in full

ACCOUNT		<input checked="" type="radio"/> CASH	FROM <u>02-2-2022</u> TO <u>02-03-2022</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY [Signature] 3-11

RECEIPT DATE 02-April 2022 No. 411258

RECEIVED FROM Senelue Jackson \$ 900.00

FOR RENT Paid in full Rent DOLLARS

FOR Paid in full Rent

ACCOUNT		<input checked="" type="radio"/> CASH	FROM <u>02 April 2022</u> TO <u>02 May 2022</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY Quenestha Badden 3-11

RECEIPT DATE 02-03-2022 No. 411259

RECEIVED FROM Senelue Jackson \$ 900.00

FOR RENT Paid in full DOLLARS

FOR Paid in full

ACCOUNT		<input checked="" type="radio"/> CASH	FROM <u>02 Feb. 2022</u> TO <u>02 March 2022</u>
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	

CREDIT CARD BY Quenestha Badden 3-11

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: JENELVA Jackson

Plaintiff

AND: Quenesha Boddan

Defendant

ACKNOWLEDGMENT 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 _____, 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.