



PLAINT

SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC

OF 2023

BETWEEN: ANDREW WOODCOCK PLAINTIFF

AND: HEATHER WENDELL DEFENDANT

TO THE DEFENDANT:

**Heather Wendell
c/- 24 Periwinkle
55 Edgewater Way
Grand Harbor
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 14th day of November, 2023

See overleaf for particulars of the Plaintiff's claim.

STATEMENT OF CLAIM

1. The Defendant is the owner of property situated at 24 Periwinkle, 55 Edgewater Way, Grand Harbor, in the Cayman Islands (“the Property”).
2. The Plaintiff is a lawful resident of the Cayman Islands, who was a tenant of the Property .
3. On 27 September 2022, the Plaintiff and Defendant entered into a lease agreement, in writing (“the Lease”), whereby:
 - a. The Plaintiff would lease the Property from the Defendant up to 31 October 2023;
 - b. The Plaintiff would pay the sum of CI\$4,500 per month, by way of rent;
 - c. The Defendant would hold a security deposit of one month’s rent, plus a pet deposit of CI\$4,500, to a total of \$6,000.
4. It was a term of the Lease that the Plaintiff would be entitled to a refund of the sum of \$6,000, less any reasonable costs of repairs and/or cleaning, as agreed with the Defendant and/or her authorized agent.
5. On 30 October 2023, the Plaintiff vacated the Property, and had the Property professionally cleaned by Davenport Property Management and Services Ltd.
6. In addition, the Plaintiff had the living room sofa professionally cleaned by Fabri-Zone Cleaning Systems.
7. On 31 October 2023, the Defendant’s authorized agent, Ms Sophie Miles, or Milestone Properties Cayman, informed the Plaintiff that the Property was in satisfactory condition for the transfer of possession back to the Defendant.
8. In approving the state of the property, and accepting that no further cleaning and/or repairs were necessary, the Defendant’s agent bound the Defendant to acceptance of the state of the Property as at 31 October 2023.
9. On 31 October 2023, the Plaintiff communicated with the Defendant, advising of the conversation with the Defendant’s agent, and requested the payment of the security deposit, less the sum of \$300, which the Plaintiff accepted as a reasonable sum on account of utilities.
10. The Defendant claimed that she made the refund payment of the security deposit on 6 November 2023. She subsequently claimed that the sum was returned to her bank.
11. The Plaintiff has requested, in writing, that payment be made, on 4 separate occasions, and the Defendant has failed or refused to do so.

12. The Defendant has subsequently asserted that additional costs are payable, notwithstanding that the Defendant's agent accepted the condition of the Property on 31 October 2023.

13. In the premises, the Plaintiff is entitled to the payment of CI\$5,875, calculated as follows:

- a. Unpaid security deposit of \$5,700; and
- b. Costs of \$175.

AND the Plaintiff claims :

- 1. The sum of \$5,700.
- 2. Fixed costs of \$175.



Plaintiff's Signature

Plaintiff's address for service"

8 Mangrove Pointe
Linford Pierson Highway
George Town
Cayman Islands

ACKNOWLEDGEMENT OF SERVICE

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2023

BETWEEN: ANDREW WOODCOCK PLAINTIFF

AND: HEATHER WENDELL DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

Heather Wendell
C/- 24 Periwinkle
55 Edgewater Way
Grand Harbor
Cayman Islands

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 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.