



Plaint

RY COURT AT GEORGE TOWN

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

Sandra Zelaya-Miller

Plaintiff

AND:

Paula Porter

Defendant

To the Defendant

Paula Porter  
Bodden Town  
Grand Cayman

**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 *13* day of *December* 2023

See overleaf for particulars of Plaintiff's claim

**PARTICULARS OF CLAIM**

The Defendant entered into an agreement on 28<sup>th</sup> July 2016 with the Plaintiff to rent a 3-bedroom apartment at the location of 427A Will T Drive, Lower Valley, Bodden Town, Grand Cayman. The Defendant moved into the apartment in 28<sup>th</sup> July 2016.

The agreement was that the rent of \$900.00 per month would be paid on the 1<sup>st</sup> day of each month.

In addition to the three-bedroom apartment the Defendant also entered into an agreement to rent a one bedroom apartment for \$600.00 per month located at the same address.

The parties entered into a new agreement on the 1<sup>st</sup> March 2021 whereby the Defendant agreed to pay \$1,500.00 per month for the apartment units.

The Defendant was not consistent with paying the rent and the Plaintiff wrote to the Defendant in January 2022 informing her that she had to pay the back pay along with late fees totaling \$5,000 by the 28<sup>th</sup> February 2022.

The Defendant moved out of the apartment on 29<sup>th</sup> June 2022

The Defendant failed to pay rent for the months of May and June 2022 along with the late charges of \$450.00 each for the months of April, May and June 2022.

In addition to not paying the rent the Defendant destroyed and/or removed a number of items in the apartments which the Plaintiff has had to either repair or replace. The following is a list of items:

- Toilet - \$260.00
- Four bar stools - \$150.00 each
- Ceiling fan - \$350.00
- Sofa - \$600.00
- Dresser - \$700.00

The Defendant also vacated the apartment owing for water and electricity in the amount \$340.00 (CUC) and \$127.08 (Water Authority).

The Plaintiff incurred costs in the amount of \$1,500.00 for general repairs and to repaint as a result of the Defendant's son use of graffiti on the walls. The clean-up cost was \$1,000.00

The Plaintiff has tried to on several occasions to locate the Defendant to request that she pay the outstanding rent, and the cost of items and repairs however to date she has been unsuccessful.

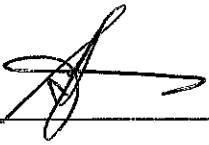
The Defendant owes the following to the Plaintiff:

- Rent for May and June 2022 - \$3,000
- Late fees for April, May and June 2022 - \$1,350
- Replacement costs - \$2,510
- Utility fees - \$467.08
- Repairs and cleaning cost - \$2,500

The Defendant now owes the sum of \$9,827.08 as a debt owed to the Plaintiff.

AND the Plaintiff claims:

1. The sum of C\$9,827.08
3. Fixed costs of \$150.00, plus filing fee of \$25.00 and Bailiff's service fees.



---

Sandra Zelaya-Miller

The Plaintiff address for service is 427A Will T Drive, Lower Valley, Bodden Town, Grand Cayman, phone contact is 518 915 0243 (e-mail address – [misschingwan@live.co.uk](mailto:misschingwan@live.co.uk)).



**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that she 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.