



ARY COURT AT GEORGE TOWN

Cause No. SC ____ Of 20__

BENJAMIN JOSEPH PERSHICK

Plaintiff

AND: KAREN FELDERHOF

Defendant

PLAINT

To the Defendant:

Karen Felderhof
53 Parkway Drive
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 our full particulars of your defense 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 defense, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this ^{9th} day of ^{February} 2024

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On December 13, 2021 the Plaintiff and the Defendant executed a lease agreement (Appendix A) whereby the Plaintiff would lease a rental property (“the Premises”) owned by the Defendant. The initial lease commencement date was January 15, 2022 with an ending date of January 31, 2023. Both parties agreed to extend the lease to January 31, 2024 in December 2022.
2. Upon execution of the lease, a security deposit (“the Security Deposit”) was paid to the Defendant in the amount of CI\$7500.
3. On November 30, 2023 the Defendant notified the Plaintiff that the Defendant wished to terminate the lease at the end of the lease period (i.e. January 31, 2024). Both parties agreed to an early termination date of December 31, 2023 without penalty incurred.
4. Per the terms of the lease agreement, “Upon inspection and assessment of the vacated premises, the security deposit less any charges for repairs, replacement, professional cleaning, etc. and any outstanding utility or cleaning service charges, will be refunded within 28 days from the date of vacating the premises.” The Premises were officially vacated by the Plaintiff on December 31, 2023.
5. On December 28, 2023 Marathon Movers moved all of the Plaintiff’s belongings from the Premises to the Plaintiff’s new home. Once vacated, the Plaintiff hired Technique Cleaners Ltd. to perform a deep cleaning of the Premises (invoice included as “Appendix B”). In addition to the move-out deep cleaning, the Plaintiff engaged Technique Cleaners for four hours every week to clean the Premises since February 1, 2022.
6. On Tuesday January 9th the Defendant sent an email to the Plaintiff explaining that the Security Deposit would not be returned to the Plaintiff. A full list of the reasons were included in the email (“Appendix C”).
7. Per a discussion with previous tenants of the Premises, the Defendant makes it a practice of collecting security deposits with the express intent of not returning the security deposit to the tenant at the end of the lease. None of these prior tenants received their deposits back from the Defendant.
8. On January 15th, 2024 the Plaintiff emailed the Defendant to obtain evidence that the Security Deposit was placed in-trust as required by sections 22 and 24(5) of the Residential Tenancies Law. As of the date of this Plaint, no response has been received from the Defendant.

9. A full response to the Defendant's reasons for withholding the Security Deposit are included as "Appendix D". As a good faith measure, the Plaintiff is willing to provide the Defendant with C\$1000 to cover general wear in tear to the Premises.
10. Under Section 40 of the Residential Tenancies Law, 2009, the Landlord is responsible for maintaining the property and keeping the premises in good repair. The Defendant is in breach of this responsibility in several ways:
 - a. The air conditioning system in the home is years past its expiry. It broke down several times during the lease term, constantly leaked water into the premises and has mold on all of the ventilation vents. The air quality in the Premises poses a health risk to any inhabitant. Per a discussion with the air conditioner repairman (Jerry), the system should not still be in use and requires a completely new system. We have since moved into a home with a proper air conditioning unit and are amazed at the difference in our respiratory health.
 - b. On occasion, the repairman refused to perform services due to lack of payment from previous work he had done for the Defendant.
 - c. The Premises are constantly infested with cockroaches and rats. Upon informing the Defendant of this information, the Defendants response was that Parkway "is well-known to have a pest and rodent problem due to its proximity to the landfill" and that I should "feel free to set traps" in the Premises. The Defendant engaged Pestkill twice at the Plaintiff's own cost of C\$1400 per incident to take care of the pest and rodent problem with the Premises.
 - d. The Premises is a 30+ year-old home located in a prime location (i.e. Seven Mile beach corridor) but has been left in complete disrepair. The wood porch surrounding the house has the original floor boards that have mostly wilted and broke due to weather strain. Pictures were taken and provided to the Defendant during the tenancy to show the danger of the holes that could cause serious damage to any unsuspecting person walking on them.
 - e. During a rainstorm, the Premises' northside eavestrough broke free from the home and fell to the yard. Rather than have the eavestroughs repaired, the Defendant simply had them taken to the landfill. Now when it rains, the rain run-off drains straight into the outer wall

- f. The clothes dryer ventilation is against building code. Rather than have the pipe vented to an outside ventilation, it is piped into the side wall causing the ventilation to go straight into the living area. This is both a health and fire hazard.
- g. The dishwasher constantly leaked due to a broken seal.
- h. The Defendant refused to transfer the Cayman Water service from her name to the Plaintiff's name but also did not take responsibility to pay the bill. The water bill would continue to be in arrears unless the Plaintiff drove to the Cayman Water headquarters to pay the amount in arrears. On two separate occasions the water was turned off due to lack of payment.
- i. One of the conditions included in the lease was to have all construction completed prior to tenant occupancy on January 15, 2022. The construction was not completed until April with the excuse that contractors could not be found to finish the work. During this period, we had two separate contractors bang on our front door demanding payment for services performed. It is clear that contractors could be found but they just were not being paid (similar to those responsible to maintaining the property).

11. It is clear to us that the Defendant has habitually practiced in bad faith when it comes to maintaining her property and the use of security deposits. We wish to put an end to this practice formally. We further note that the Plaintiff has had an opportunity to prove that the security deposit exists in a segregated account required under the Tenancy Law and have been unable or unwilling to provide such evidence;

AND the Plaintiff claims:

- 1. The sum of CI\$6,500 (CI\$7,500 security deposit less CI\$1,000 goodwill for damages)



Plaintiff's Signature

Plaintiff's address for service:

PO Box 31162
 20 Daum Quay
 West Bay, Grand Cayman KY1-1205
 Cayman Islands

Appendix C

Hi Ben,

I hope that this message finds you well.

After going through the home with my agent over the past week or more, I have found numerous issues with the possessions and furniture that the home was rented to you with, is in poor order.

I will list the issues rather than this be a lengthy email. The items beside the points, which are listed below, need to be replaced or repaired. Please note that this email is sent from my business account, due to the amount of photos included.

1. White leather sofa/bed in living room. This is a \$10,000 sofa that has bleach marks running down the side of the arm and bite marks (presumably by the dog). There is also a large stain on the actual mattress of this sofa bed.
2. Door handles on wooden closet doors have all been bitten off and chewed, presumably by a dog.
3. Pots in the kitchen are missing, not only are lots of lids missing but many of the pots I left to be used have either changed shape or size (no longer matching sets) but the new (replaced ones) are not even of the quality I left to be used by you.
4. Stains on white shelving unit in master bathroom.
5. Ivory sofa in living room-fabric needs to be completely replaced to match, due to extensive damage to several parts which means the whole sofa needs to be refurnished.
6. The sandbags that I gave you for Hurricane Grace were left around the property and sand is all through the grass around the property and left on the back deck where the bags have dissolved and all that remains is torn bags and sand everywhere .
7. The house was not cleaned thoroughly in the deep clean. The oven and the fridge were not moved out to clean underneath nor were the light switches and many other areas that require a detailed clean upon vacating a property (which required ANOTHER deep clean).
8. The fridge has black scraping marking inside and one of the shelves is cracked.
9. Bar stools have been punctured through with what appears to be dogs claws/teeth, leaving puncture marks on all three leather bar stools.
10. The corners of the dark wooden coffee table in the living room have been chewed.
11. The floor sockets in the living room are full of sand and dog hair.
12. The food trays are moldy and bleached out on the tops of them.
13. The kitchen utensils such as cooking knives and potato peeler and whatnot are missing.
14. There are only a few drinking glasses left, all others are missing.

15. The aloe Vera pot in the back yard is smashed. That aloe Vera plant is over 20 years old.
16. The sealer around the kitchen counters is stained and all needs to be replaced.
17. The BBQ grill is missing from the property. I collected the BBQ from
18. You last year without the grill and the grills are not sold separately.
19. Broken tile in the new addition and several cracked tiles in the main home.
20. The sofas were not cleaned, I scraped black food off of the ivory sofa.
21. Wicker chest of drawers is all worn off in the second bedroom that leads to patio.
22. Dining room chairs have not been cleaned by a pro fee sail Al nor have the sofas in the whole home.
23. Master bedroom door the wood has come away as though it has been slammed very hard.
24. Other things that are missing is the step ladder and the small outside glass top table.

If I was to continue adding to this list it would be rather lengthy. Honestly, I should be charging you for more due to the damage to the sofas especially. One quotation alone for the repair of the fabric to re upholster the sofa stands at thousands as I bought the sofa from IDG in Seven Mile Shops and that sofa costed me \$7,000.

Please see photos attached herewith in support of this email.

Regards,
Karen

Appendix D

1. White leather sofa/bed in living room. This is a \$10,000 sofa that has bleach marks running down the side of the arm and bite marks (presumably by the dog). There is also a large stain on the actual mattress of this sofa bed. We dispute the condition of the sofa upon move in. At no point did we attempt to use bleach or other cleaning agent on the sofa. The only damage that we claim responsibility for is for the stains on the temporary cover covering the leather seat cushion. We disclosed this deficiency prior to moving out. We attempted to have this steam cleaned by Dean's carpet cleaning prior to moving out, but unfortunately, they made the stains worse. We are happy to provide compensation for the temporary seat covering.
2. Door handles on wooden closet doors have all been bitten off and chewed, presumably by a dog. The closets are 30 years old and completely in a state of disrepair. Any damage to the knobs that fall off frequently are immaterial to the overall lack of value to the closets.
3. Pots in the kitchen are missing, not only are lots of lids missing but many of the pots I left to be used have either changed shape or size (no longer matching sets) but the new (replaced ones) are not even of the quality I left to be used by you. We have never used any pots in the kitchen due to the poor quality. We purchased our own pots and pans and any that are missing would have been picked up by you when we emptied the kitchen for you to take to your storage facility. It should be noted that you were required to provide us with an inventory list of all items in the house when we moved in. No inventory list was ever provided. It is impossible for you claim things are missing when they never formally existed in the first place.
4. Stains on white shelving unit in master bathroom. These must have been pre-existing. The house is in incredibly poor condition inside and out. To cherry-pick random stains is poor form.
5. Ivory sofa in living room-fabric needs to be completely replaced to match, due to extensive damage to several parts which means the whole sofa needs to be refurbished. The couch is completely valueless. Upon the original tour of the house, you comment on the couch was "it is not much to look at, but I hear it's super comfortable." There are water stains all along the bottom of the couch from previously floods. It would be far cheaper for you to purchase a 25-year-old couch than to re-upholster this one that belongs in the landfill. Research on eCaytrade puts the value of a replacement couch under \$500.
6. The sandbags that I gave you for Hurricane Grace were left around the property and sand is all through the grass around the property and left on the back deck where the bags have dissolved and all that remains is torn bags and sand everywhere . It was your responsibility to secure the home for the flood and to restore the premises back to normal after the flood. The fact that they dissolved is not my responsibility.
7. The house was not cleaned thoroughly in the deep clean. The oven and the fridge were not moved out to clean underneath nor were the light switches and many other areas that require a detailed clean upon vacating a property (which required ANOTHER deep clean). This claim, of course, is ridiculous. I paid a professional cleaning firm who showed up with two ladies at 7AM on Saturday December 30th and didn't leave until after 4PM. This is on top of the weekly cleaning that they performed during the lease

- duration. It should be noted that when we moved into the house, the house was not clean at all (included cat feces in the laundry room).
8. The fridge has black scraping marking inside and one of the shelves is cracked. This would be regular wear and tear but happy to include this in our goodwill offer amount.
 9. Bar stools have been punctured through with what appears to be dogs claws/teeth, leaving puncture marks on all three leather bar stools. This is a pre-existing condition. There were animals in the house prior to us.
 10. The corners of the dark wooden coffee table in the living room have been chewed. This is a pre-existing condition. There were animals in the house prior to us.
 11. The floor sockets in the living room are full of sand and dog hair. Given the condition of the home on move-in, I am sure this dates back several years.
 12. The food trays are moldy and bleached out on the tops of them. Food trays? We have never used food trays.
 13. The kitchen utensils such as cooking knives and potato peeler and whatnot are missing. We purchased our own. See inventory note in note 3 above.
 14. There are only a few drinking glasses left, all others are missing. We had to purchase our own glasses. See inventory note in note 3 above.
 15. The aloe Vera pot in the back yard is smashed. That aloe Vera plant is over 20 years old. The pot broke on move out date. I am sure the pot was as old as the plant. We simply lifted it to move it and it cracked when placed down.
 16. The sealer around the kitchen counters is stained and all needs to be replaced. How could that possibly be the responsibility of the tenant. The kitchen (like the rest of the house) has been left to rot.
 17. The BBQ grill is missing from the property. I collected the BBQ from you last year without the grill and the grills are not sold separately. I believe the BBQ grill is in the pool closet (which I told you when he asked about it when you picked it up)
 18. Broken tile in the new addition and several cracked tiles in the main home. See point 16.
 19. The sofas were not cleaned, I scraped black food off of the ivory sofa. See point 5
 20. Wicker chest of drawers is all worn off in the second bedroom that leads to patio. See point 16
 21. Dining room chairs have not been cleaned by a professional nor have the sofas in the whole home. Happy to include upholstery cleaning (which was not required in the lease) to be included in our goodwill offer.
 22. Master bedroom door the wood has come away as though it has been slammed very hard. The door was not slammed. The house is falling apart. See point 16.
 23. Other things that are missing is the step ladder and the small outside glass top table. We have the stepladder and the glass top table. Kristina used the stepladder at work and forgot it was there and the movers accidently moved this item on moving day. We are happy to return them our compensate you for them.

N THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: BENJAMIN JOSEPH PERSHICK

Plaintiff

AND: KAREN FELDERHOF

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

Karen Felderhof
53 Parkway Drive
George Town, Grand Cayman
Cayman Islands

2 State whether the Defendant intends to contest the action.

Yes No

3 If you do not intent 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 your particulars of your defense overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this day of 20

See overleaf for particulars of the Defendant's defense

PARTICULARS OF DEFENSE

(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)

COUNTERCLAIM

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgement may be entered against you.