



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

ANITA SALONGA UMOTOY

Plaintiff

AND:

JAMAICA ROXAN VENDIOLA

Defendant

To the Defendant

1309 WINDSOR LAKES, TEMPLETON STREET,
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 Plaintiff 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 8th day of APRIL 2024

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)

Please see attached.

AND the Plaintiff claims:

- 1 The sum of CI\$ 956.00,
- 2 Interest in the sum of \$ 200.00 (To be assessed) calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P.O. Box 11874
Grand Cayman KY1-1010
Cayman Islands

Phone Number: 939-9049
Email: au.adarchitects@gmail.com / arch_annie@yahoo.com

As the plaintiff, I respectfully request the court's intervention in a matter regarding Ms. Jamaica Roxan Vendiola's non-compliance with the rental payment obligations.

1. On August 18, 2023, Ms. Vendiola approached me seeking, seeking accommodation, accompanied by Mr. Elvin Melendres. She explained her dire circumstances to including unemployment and homelessness. Despite of my initial reservations, however, knowing Ms. Vendiola's cousin, I agreed to rent out the room and told her that she can move in by the end of the month.
2. August 21, 2023, Ms. Vendiola send a text message asking if she can move her stuff. I allowed her to do so. I recall, the same day, she asked to move in the next day as it was her last day where she was staying that time. And let her.
3. While it is not customary for Filipinos to formalize rental agreement for the room rentals, I provided Ms. Vendiola with clear verbal instructions regarding rental payments and expectations. These instructions included the requirement of a one-month deposit (CIS 750.00) and one-month advance payment (CIS 750.00) before occupancy, as well as commitment to provide one-month advance notice should she intend to vacate the premises, all which Ms. Vendiola agreed to. I made it clear; payment has to be made by the end of every month in advance for the next month. Since she has no work at that time though, I offered her temporary free accommodation until the end of August 2023. She can pay the deposit a month after she starts to work. However, she needs to pay the advance rent for the month of September.
4. August 23, 2023, Ms. Vendiola sent a confirmation receipt that the advance payment has been transferred. This was done through sending the paying from the Philippines to my relative's account.
5. Sometime around late October which Ms. Vendiola already started working in Tortuga, I reminded her of the deposit. I offered her to give half of the deposit on November and the other half on December which she agreed.
6. December 6, 2023, I reminded Ms. Vendiola about the deposit via text message. Again, she said she will give the money. I even suggested to her why not move with her boyfriend if she is having difficulty of saving the money to pay the rent. That way she has someone to share the bills with her. And if that happens, she has to let me know ahead of time. She said she is okay on herself and getting like \$3,000 salary per month. Then, I let her stay.
7. Sometime 3rd week of December, Ms. Vendiola asked for a copy of the latest utility bill and a letter that's she need to send to the bank by December 27. I got busy at work between that time until December 23 that she reminded me of the letter.
8. December 27, 2023. I gave Ms. Vendiola the letter and reminded her again of the deposit that at least half of it and also the advance payment for the month of January 2024. She said that she will leave it to the dining table the next day.
9. December 29 or 30th, I reminded Ms. Vendiola again. She said she will give it to me the next day. I received nothing.
10. December 31th, 2023, While I am preparing some food for the New Year's Eve, I get to speak to Ms. Vendiola and asked where she will be celebrating. She said at her boyfriend's house which I do not care about. I reminded her again of the payment. And again, she will give it to me the next day.
11. January 2nd, 2024, I reminded MS. Vendiola via text message. No response.
12. January 3rd, 2024, another text message. No response.
13. From the evening of December 31th until January 4th, 2024. I have not seen Ms. Vendiola.
14. January 4th, 2024, I tried to call her but no answer. I am having a bad feeling that time. My instinct is telling me that there is something wrong, but I give no judgement. She might be staying a while to her boyfriend since it is a holiday

and it is none of my business anyway. Same day she replied to me that she will no longer be staying in the room as they got plenty bills in the Philippines last December 2023 that almost nothing left on her.

15. January 4th, I told her that it is okay but she has to pay the rent for the month of January since it already on the 4th day of the month and have of the deposit for her utility bills for the month of December 2023. I explain to her that she cannot just move out whenever she wants without notifying me in advance.
16. January 4th, 2024, Ms. Vendiola agreed to pay me on January 21, 2024 as she claimed that it is her pay day.
17. January 6, 2024, I sent a text message to ask Ms. Vendiola's permission for me to check the room to see what were left inside. She said she only took some of her clothes. She agreed and checked it.
18. Same day of January 6, 2024, I check on the room and only few of Ms. Vendiola's stuff were left. All her luggage and most of her clothing are gone. Ms. Vendiola still have the key to the room and was never return to me.
19. January 19, 2024, I tried to reach out to Ms. Vendiola via text message to remind her again and I included her cousin, Jardee whom I known for years to inform her of what situation her cousin had caused me. Reaching to Jardee is some how my last resort to work it out without causing any legal actions. Hoping Jarde could help me to speak to Ms. Vendiola seriously enough o settle the payment.
20. January 20th, upon a long chat with Ms. Jardee (copied Ms. Vendiola), Ms. Jardee offered to pay on behalf of Ms. Vendiola.
21. January 27th, Ms. Jardee messaged me that Ms. Vendiola told her that she will pay it herself.
22. February 4th, I get inside the room again to make a video to see if Ms. Vendiola took the rest of her stuff. This was upon advice by a lawyer to give Ms. Vendiola a month after she said she will move out. It was February 4th.
23. February 26, Ms. Vendiola sent a message and screenshot that she transferred some payment. It looks like to me that she made attempts to deceive me by claiming to have transferred funds, which never reflected in my account until today.
24. March 4, I decided to reach out Ms. Vendiola' company which is Tortuga. I went to the head office requesting to speak to someone to report Ms. Vendiola and hoping that they could also work it out with her.
25. March 5, I spoke with Mr. Denmar Daley of Tortuga head office. I explain to Mr. Daley what happened and he asked me to send him an email for the record and he will speak to someone to see what they can do. Unfortunately, no response for Mr. Daley or any of the person until this day.

Throughout Ms. Vendiola's tenancy, I made numerous attempts to communicate with her regarding overdue payments. Despite securing employment, her assurance and promises to settle the outstanding amounts, she repeatedly delayed the payment and eventually vacated the premises without settling her debts.

Despite my diligently attempts to resolve the matter amicably, all efforts have been met with evasion and non-compliance.

Ms. Vendiola's actions have caused me immense stress and anxiety, as I feel manipulated and betrayed by her deceptive behavior. Her calculated actions demonstrate a blatant disregard for honesty and integrity, leaving me vulnerable to financial loss and emotional distress.

In light of the above, I respectfully request the court to intervene swiftly to address Ms. Vendiola's misconduct and compel her to fulfill her outstanding financial obligations for the unpaid rent and utility bills. I am hoping that this will stop her from doing it again to anybody else.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

ANITA SALONGA UMOTOY

Plaintiff

AND:

JAMAICA ROXAN VENDIOLA

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

JAMAICA ROXAN VENDIOLA
1309 WINDSOR LAKES, TEMPLETON STREET,
GRAND CAYMAN, 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 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.