



No. 1  
Plaint

SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

**BETWEEN: Wilfredo A. Ebanks-Reynolds**

Plaintiff

**AND: Orlando Raymond Desdunes**

Defendant

To the Defendant

78 Sorrel Drive George Town Grand Cayman KY1-1100 Cayman Islands
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**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 20 day of September 2024

**See overleaf for particulars of the Plaintiff's claim**

**PARTICULARS OF CLAIM**

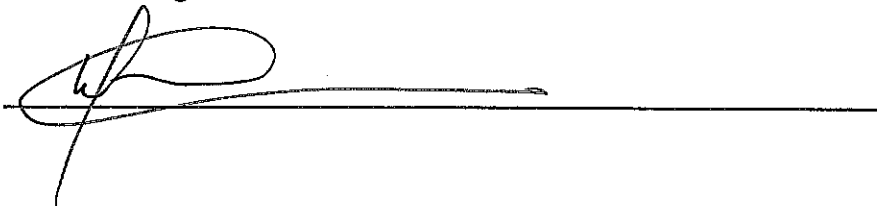
(Here set out in numbered paragraphs, the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him).

1. Breach of clause IX of the Lease Agreement dated April 30<sup>th</sup>, 2023 between the Plaintiff and the Defendant (Lease Agreement), which relates to the allowance of Pets on the premises. Noting the Plaintiff has noticed three dogs and pet rats on the premises even after it was advised to the Defendants to removed them from the property.
2. Breach of clause X of the Lease Agreement dated April 30<sup>th</sup>, 2023, relating to the allowance of vehicle repairs and parking on the premises. Noting that there have been several vehicles on blocks on and around the premises blocking the access and use of facilities.
3. Breach of Clause 3 of the revised Lease agreement between the Plaintiff and the Defendant (Revised Lease Agreement) with option to buy dated November 30, 2023, relating to the payment of the rent on or before the first of every month. Noting that the Defendant has made late payments or no payment at all on several occasions.
4. Failure to comply with the purchase stipulations stated on Clauses 3, 4 & 5 of the revised Lease agreement with option to buy dated November 30, 2023.
5. Breach of clause XX of the Lease agreement relating to the alteration or redecorating of the premises without the written consent of the landlord. This breach refers to the striping down and removal of the Swing from the backyard and the pergola it was placed in.
6. Failure to pay for the use of utilities (Water Authority and CUC).
7. Refusal to abide by the Notice to quit and vacate the premises provided by the Plaintiff after adequate notice was given.

**AND the Plaintiff claims:**

- 1 The sum of \$ \$3,500.00
- 2 Fixed costs of \$250.00, alternatively costs to be assessed.
- 3 The removal of all defendants' belongings from the premises and the return of said premises back to the plaintiff.

**Plaintiffs Signature**

A handwritten signature in black ink, consisting of a large, stylized initial 'J' followed by a horizontal line extending to the right.

**Plaintiffs address for service**

45 Tangelo LN  
East End  
Grand Cayman KY1-1008  
Cayman Islands

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

[Empty box for Plaintiff name]

Plaintiff

AND:

[Empty box for Defendant name]

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Large empty box for 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 not 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).

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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.

## EVICTION NOTICE (NOTICE TO QUIT)

Date: July 22, 2024

This notice is sent to Orlando Raymond Desdunes ("Tenant") and further directed to all residents, occupants, subtenants, and any others in possession of the Premises.

Property Address: 45 Tangelo Lane, East End, Grand Cayman ("Premises")

Lease Start Date: April 30, 2023 ("Lease")

In accordance with your Lease agreement, after service on you of this notice, you are hereby given the following instructions:

**ILLEGAL ACTIVITY.** Within 60 days, you are hereby required to quit and deliver possession of the Premises due to the following illegal acts:

- Breach of clause IX of the Lease Agreement dated April 30<sup>th</sup>, 2023, which relates to the allowance of Pets on the premises.
- Breach of clause X of the Lease Agreement dated April 30<sup>th</sup>, 2023, relating to the allowance of vehicle repairs and parking on the premises.
- Breach of Clause 3 of the revised Lease agreement with option to buy dated November 30, 2023, relating to the payment of the rent on or before the first of every month.
- Failure to comply with the purchase stipulations stated on Clauses 3, 4 & 5 of the revised Lease agreement with option to buy dated November 30, 2023.

**YOU ARE FURTHER NOTIFIED** that the Landlord hereby elects to declare that forfeiture of your Lease under which you hold possession of the Premises if you fail to perform or otherwise comply. Such noncompliance will institute legal proceedings to recover rent and possession of said Premises which shall result in a judgment against you including costs and necessary disbursements together with possible statutory damages as allowed by law for such unlawful detention.

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name: Wilfredo A. Ebanks-Reynolds  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name: Digna Ebanks  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name: Ernesto Ebanks-Perez  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

## EVICTION NOTICE (NOTICE TO QUIT)

Date: July 26, 2024

Dear Orlando,

Kindly note the following answers to your response to the Eviction notice:

- With regards to your first point:  
As you well acknowledge in your response; you were aware of the clause related to the allowance of pets and still chose to have them without consulting your landlord first.
- With regards to your second point:  
Upon our arrival to the property on the 14<sup>th</sup> of July 2024 we found a compact car, a sedan, an SUV and 2 trailers on the property. We were made to wait more than 15 minutes so that our parking space and entry way was cleared.
- With regards to the third point:  
We would like to extract from your own WhatsApp messages to us;
  - a) On Friday December 1<sup>st</sup>, 2023, you messaged stating "Monday is when you'll see the deposit" On Tuesday December 5<sup>th</sup>, 2023, you messaged stating that you were "waiting on a deposit but is taking too long." The money finally arrived on December 6<sup>th</sup>, 2023.
  - b) On Wednesday May 1<sup>st</sup>, 2024, you messaged us stating "just an update to let you know the deposit will hit your account tomorrow afternoon or early Friday". On Thursday May 2<sup>nd</sup>, 2024, you messaged again stating "funds for rent will be cleared and deposit tomorrow".

These instances are examples of breaches of the clause referenced in the eviction notice.

Please also note that we would like to take this time to add another violation of your contract:

Clause XX of the Lease agreement relating to the alteration or redecorating of the premises without the written consent of the landlord. This breach refers to the striping down and removal of the Swing from the backyard and the pergola it was placed in.

Please note that you are unlawfully also blocking access to all of the other lots adjacent to the property with a vehicle and a boat. **You are hereby instructed to clear this blockage**

**immediately!** At any point the owner of these lots can show up and demand this blockage to be cleared. Any legal or financial ramifications from said blockage brought on by the owner of these lots will be swiftly passed on to you as tenant. The landlord(s) assume no responsibility for this.

In closing, we hereby consider the Eviction notice served to you on July 22<sup>nd</sup>, 2024 as valid note that as such, the property must be returned to the landlord(s) on or before **September 20<sup>th</sup>, 2024.** Failure to do so will result in legal action taken against you by the Landlord(s).

**Landlord Signature:** \_\_\_\_\_ Date: July 26, 2024  
Print Name: Wilfredo A. Ebanks-Reynolds  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ Date: July 26, 2024  
Print Name: Digna Ebanks  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**Landlord Signature:** \_\_\_\_\_ Date: July 26, 2024  
Print Name: Ernesto Ebanks-Perez  
Address: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_