



SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC _____ of 2024

BETWEEN:

MANDY PINET MANN

PLAINTIFF

AND:

BRENDA- LEE LYONS

DEFENDANT

To the Defendant

**Brenda-Lee Lyons
24 Coconut Drive
George Town
P.O Box 30458
Grand Cayman KY1-1202**

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 our **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 7th day of **October** 2024

FILED this day of 2024

SEE OVERLEAF FOR PARTICULARS OF THE PLAINTIFF'S CLAIM

1. The Plaintiff is a resident of the Cayman Islands and. The Plaintiff's address for service is **2nd Floor, Genisis Building, PO Box 2410, Grand Cayman KY1-1507, Cayman Islands.**
2. The Defendant is a resident of the Cayman Islands and is the owner of the property known as #24 Coconut Dr, George Town, Cayman Islands and the landlord. The Defendant's address for service is that of 24 Coconut Drive, George Town, PO Box 30458 KY1-1202, Grand Cayman, KY1-1007, Cayman Islands.
3. By written agreement entered between the parties on **22nd November 2023** and evidenced by deposit made by the Plaintiff to the Defendant, and further evidenced by a written lease agreement dated **22nd November 2023**, the Defendant ("the Landlord") rented to the Plaintiff ("the Tenant") an apartment located at #24 Coconut Dr, George Town, Cayman Islands at the rent amount of **CI\$1,500.00** per month payable the (1st) day of each month.
4. The Defendant did not provide the Plaintiff with a written receipt for the security deposit or any receipts for the monthly rental payments throughout the term of the lease agreement. Pursuant to Section 27 (4) of the Residential Tenancy Law, a person who fails to give a receipt to a tenant commits an unlawful act.
5. Neither at the commencement or termination of the lease agreement did the Defendant complete or provided signed copies of an inspection sheet of the premises to the Plaintiff in accordance with Section 16 (1) of the Residential Tenancy Law, nor was an inventory conducted by the Defendant pursuant to paragraph 15 of the lease agreement.
6. Pursuant to paragraph 18 of the lease agreement for a quiet tenancy, the Defendant would be a nuisance by making loud noise and playing with her children and their friends outside the Plaintiff's room door on Sundays the Plaintiff's resting day.
7. Wrongfully and in breach of paragraph 12 of the lease agreement pursuant to, the Defendant entered the premises of the Plaintiff on multiple occasions to turn off the porch lights.
8. The Defendant breached the Plaintiff's privacy causing the Plaintiff stress by entering the premises without prior consent or permission.
9. The Plaintiff discovered leaks to the bathroom basin on **30th November 2023**, and damage to the manhole ceiling on **02nd February 2024**. Both were reported to the Defendant. The Defendant caused the Plaintiff stress and inconvenience by failing to repair the bathroom basin leaks and ceiling manhole.
10. The Defendant unlawfully tried to charge the Plaintiff for CUC bills for the premises consumed by the Defendant, her sister and other tenants living in the property.
11. The Defendant made an oral agreement with the Plaintiff's husband to reimburse the Plaintiff husband for repairs of the premises totalling **CI\$275.00**. The Defendant has failed to pay the Plaintiff or her husband for the agreed repairs.

12. The Defendant harassed the Plaintiff with annoying text messages to the point that the Plaintiff was forced to block the Defendant on WhatsApp and direct messages.
13. The Defendant refused the Plaintiff's request for request for a signed accommodation letter for a Work Permit application.
14. In breach of the lease agreement, on **02nd September 2024 prior to the termination of the lease agreement**, the Defendant issued a Notice to the Plaintiff (via WhatsApp message) that she was required to vacate the property by **1st October 2024**. The reason given by the Defendant for retaking possession of the premises was "*Due to family changing needs.*"
15. All other tenants were also issued a Notice to vacate the premises. Therefore, a breach by the Plaintiff of the lease agreement cannot be used as a pretext.
16. After issuing the Notice to vacate, the Defendant would harass the Plaintiff's husband via WhatsApp messages for a move out date.
17. The Defendant tried to get the Plaintiff to move out early by harassment to forfeit the security deposit.
18. After receiving the Notice to vacate the property, the Plaintiff requested that the security deposit of **CI\$1,500.00** be returned on the date of vacating the premises.
19. The security deposit was withheld from the Plaintiff following the Plaintiff's vacating the property. The Defendant sought to rely on paragraph [4] of the lease agreement which stated that the security deposit would be return within 6 weeks of the Plaintiff's vacating the property.
20. The Plaintiff does not agree that the Defendant can rely on paragraph [4] of the lease agreement to withhold the security deposit for 6 weeks because it was the Defendant who breached the lease agreement by terminating the lease before the agreed lease period.
21. The Defendant is wilfully withholding the defendant's deposit for 6 weeks without reasonable cause.
22. The Plaintiff should have been intitled to a refund of the security deposit upon vacating the premises, same way as the Plaintiff would be forfeiting the deposit by an unfilled rental term based on the rental agreement.
23. The Defendant cannot expect for the refund of the deposit to be in accordance with the original agreement with an unfilled agreement by the Defendant's part.
24. The Plaintiff's utilities were included in the lease agreement, therefore there is no reason to withheld security deposit on this pretext.
25. After not being able to reach any oral agreement with the Defendant, a letter before action was sent the Defendant requesting a Mediation meeting to settle the dispute outside Court. The Defendant refused to attend Mediation to settle the dispute regarding the return of the Plaintiff's security deposit.

AND THE PLAINTIFF THEREFORE CLAIMS:

- 1 **CI\$1,500.00** security deposit.
- 2 **CI\$275.00** unpaid repairs to the premises.
- 3 **CI \$500.00** Attorney fee.
- 4 Interest in the sum of **CI\$1.92**, calculated at the prescribed rate from **30th September 2024** to date.
- 5 Interest to continue until this matter is settled.
- 6 Fixed costs of **CI\$175.00** alternatively costs to be assessed.

DATED this **07th** day of **October** 2024



Plaintiff's address for service

**2nd Floor Genesis, Building
P.O Box 2410 KY1-1507
Grand Cayman, Cayman Islands**

PRAYER FOR RELIEF

The Plaintiff is filing this Plaintiff for **BREACH OF A WRITTEN CONTRACT** and **RETURN OF A TENANT'S SECURITY DEPOSIT** permissible by the Summary Court.

The Plaintiff prays that the Court accepts the steps taken to avoid grievances, inconveniences and Court fees by filing a Legal complaint.

The Plaintiff prays that the Court acknowledges that the Defendant has cause the Plaintiff to suffer distress and inconvenience in this matter.

Because of an unfulfilled rental term by the Defendant, the Plaintiff was left with inconveniences trying to find a new residence plus a security deposit and first month's rent in such short notice, in addition to the expense of preparing her child for this year school term a week prior to receiving the Notice to vacate. With a completed lease term by the Defendant, the Plaintiff would be better prepared financially.

The Plaintiff's plea to the Court is that the security deposit is not withheld any longer.

The principal amount in respect to this Claim is **CI\$1,500.00**, plus **CI\$275.00** plus interest of **CI\$1.92** as of date of filing. Court costs of **CI\$200.00** (CI\$150.00 fixed costs, filing fee CI\$25.00 and the process server fee CI\$25.00). **CI \$500.00** a reasonable attorney's fee pursuant to paragraph 17 of the lease agreement, and section 44 of the Residential Tenancy Law.

If, within the acknowledgment of service, the Defendant pays the Plaintiff the total amount claimed in the principal, interest, and Court costs for this Claim, further proceedings will be stayed.

The sum of money of this Claim must be paid to the Plaintiff directly.

INTEREST

1. The Plaintiff claims the Court prescribed interest rate of 5% daily.
2. The date from which the interest is payable is **30th September 2024**.
3. The total interest to date is **CI\$1.92**
4. The amount of interest accruing daily is **CI\$0.24**

This PLAINT was prepared and filed by **MANDY PINET MANN**, the Plaintiff, whose address for service is 2nd Floor, Genesis Building, P.O Box 2410, Grand Cayman, KY1-1507, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC _____ of 2024

BETWEEN: **MANDY PINET MANN** PLAINTIFF

AND: **BRENDA- LEE LYONS** DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1 State 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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2024

SEE OVERLEAF

(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).

DATED this day of 2024

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.