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**Attorneys at Law**

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**Tel/Fax: 350-6259**

3rd January, 2014

**Savi Ramnath**

**#44 C Ridgewood Towers**

**Four Roads,**

**Diego Martin**

Dear Madam,

**RE: Refund of the deposit paid on the rental of #44 c , Ridge wood towers, four roads, Diego Martin Tenanted to Dr.Vinita Verma and refund of the rental on the unused number of days.**

**PRE-ACTION PROTOCOL ISSUED IN ACCORDANCE WITH PRACTICE DIRECTION DATED THE 15TH DAY OF NOVEMBER, 2005 MADE BY THE CHIEF JUSTICE OF TRINIDAD AND TOBAGO.**

We act on behalf of the above named Claimant.

This pre Action protocol is issued in accordance with the practice Direction dated the 15th of November, 2005 made by the Judiciary of Trinidad and Tobago.

We are instructed by our client

1. that you tenanted the above mentioned premises on 25th day of August, 2011.
2. My client has paid a deposit of Ten Thousand Trinidad and Tobago Dollars ($10,000) which shall be refunded after thirty days (30) after the expiration of the term of lease, less any sum necessary to repair any damage done or utilities unpaid during the period of Tenancy.
3. As per Clause (3) the tenancy may be determined by giving notice of 60 days in writing to the other by either party.
4. The agent that has been acting on behalf of you is Mrs. Annette and later on Ms.Naseeba Ali.
5. In the month of October you called my client and also sent an email asking / requesting that since you are returning to Trinidad from UK on 24th of November, 2013 you wanted the place back and did not give 60 days notice as per the agreement and you also informed that you will refund the amount for the period which has not been used by my client.
6. As you are well aware of the tenancy terms our client has right of quiet possession of the premises and since you have not given him the full 6o days notice you are in breach of the term and my client incurred damages. However we will let that go if you stick to your request as agreed on 16th of October ,2013 in the email.
7. My clients left the premises on 9th of November, 2013 and before leaving the premises your agent (as indicated by you that she is your agent all through tenancy ) came and checked the premises and certified that everything is in order. At that instance my clients responsibility for the premises is extinguished.
8. The period between my clients leaving and you coming into the premises and the events that occurred after 9th of November, 2013 my client is no longer responsible.
9. If the dust collected after that period is solely the responsibility of your agent.
10. As per clause 5 (3) of the lease reasonable wear and tear excepted and let me reiterated at this juncture my client in not responsible for the reasonable wear and tear unless the items are damaged and your agent certified to that effect that there are no damages none whatsoever.
11. On 25th of November, 2013 you have called my clients and even though they are in respectable profession you have defamed them in uttering that they are Indians and it is mistake to rent to Indians implying that Indians are not worthy to rent premises of that kind. Hence my clients incurred damages to their self esteem. However, to settle this matter on cordial we will let it go if the matter if settled.
12. The refund of Ten thousand ($10,000) taken as a security is not yet refunded. The refund for the days unused since you have asked them to vacate immediately has not been paid . The total amount to $17,000 plus the damages which incurred because they have to vacate immediately.
13. My client also instructs us that he has been asking for the refund for two months, and this amounted to harassed to my client, and hence we will compelled if the claim goes to court of law to claim exemplary damages as well.

**You are required to respond and pay $17,000 plus $2,000 for this letter within 7 days from the day of receipt of this letter to the the attorneys office at 99 A Duke Street, port of Spain. Failure to do so will result in legal proceedings being commenced against you without further notice.**

Please be guided accordingly

Yours in Service,

**Christopher Ross Gidla**

Attorney at law

18th of June, 2012

Ms. Phebe Walkins

Malabar Branch Road

Arima

Dear Sir,

**Re: Occupation of Property situate in Malabar Branch Road, Arima**

We Act for Mr. Adrian Ache, the owner of the above captioned property.

We have been instructed by Mr. Adrian Ache that he is in the process of regularizing the properties and possibly in disposing the properties he owns in Arima and Environs.

We have been instructed that you are a tenant of the above captioned parcel of land who has built a chattel house on the property before 1981. As per Section 4 of the Land Tenants ( Security of Tenure Act, 1981) you would be statutory tenant for 30 years until May 31st , 2011. The said section also provides for the renewal of the lease for a further period of 30years, on the condition that the tenant serve on the landlord a written notice of renewal of at least six months before the expiration of the original term of the statutory lease, which is the 30th of November, 2010. However, the act was amended to allow statutory tenants to give their land lord notice of the renewal of the lease on or before 31st of May, 2011.

Mr. Adrian Ache instructs us that notice of renewal was not served on him, hence you are no longer a statutory tenant and are not protected by the Act.

**Your tenancy is now terminated and no longer comes under the statutory tenancy.**

Have you been a statutory tenant the act provides that you have an option to purchase the land for half the market price. This option should have been used by a written notice to the land lord. We inform you that you have lost that option to purchase the land at half the market price.

However, Mr. Adrian Ache instructs us he would still give you one more opportunity to purchase the land for half the market price, which would be determined by a valuator mutually agreed by both you and him. This option remains open for one month from the receipt of this letter. If we do not hear from you within that time, legal action will be taken to evict you from the parcel of land situate at the above address and may compensate you for the structure you built on the said parcel of land.

Please be guided accordingly

Yours faithfully

Christopher Ross Gidla

Attorney at Law