*Civil*

*Injunction/Trespass/Dispossession*

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**THE REPUBLIC OF TRINIDAD AND TOBAGO**

**IN THE HIGH COURT OF JUSTICE**

Claim # 2012

**ANTHONY QUAMINA Claimant**

**AND**

**YOLANDE CORENTIN Defendant**

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**Statement of case.**

1. The Claimant was at all material times the tenant of those demised premises situated at #54 St.Thomas Street, Tunapuna (hereinafter called “the premises”)s since 1998 or thereabouts paying a monthly rent of **ONE THOUSAND AND FIFTY DOLLARS ($1,050).**
2. The Defendant was at all material times the owner of the premises and Claimants purported landlady.
3. **LARRY DE SILVA now** deceased was at all material times the agent of the Defendant hired by her to evict the Claimant from the premises.
4. Sometime in or around the 28th Januany 2009 the Claimant received a letter from Mr. Robert Boodoosingh, Attorney at Law purporting to act on behalf of Ms.Edna Clarke the Defendant’s former landlady. The said letter advised the Claimant of the landlady’s intention to unilaterally increase his rent from **ONE THOUSAND AND FIFTY DOLLARS (1050) to FIFTEEN HUNDRED DOLLARS ($1500).** A copy of said letter is annexed hereto and marked “Q1”.
5. Again on the 19th March 2009 the Claimant received another letter from the said Mr.Robert Boodoosingh purporting to act this time on behalf of one Ms.Yolande Corentin, the Defendant, Ms.Gaynor O’Brian and Maryum O’Brian and further informing that the three persons mentioned above were the joint owners of the property and again that the monthly rent would be increased from **ONE THOUSAND AND FIFTY DOLLARS ($1050.00) to FIFTEEN HUNDRED DOLLARS ($1500.00).** A copy of the said letter is annexed hereto and marked “Q2”
6. At the time the Claimant received said letter he was not aware that the premises was transferred to the new owners. That Claimant had not received any notice of the change of ownership of the property neither did the said letter exhibit any documentary proof of change of ownership of the premises.
7. The Claimant by letter dated the 26th March 2009 through his then Attorney at law Mr.Newton James wrote to Mr. Robert Boodoosing stating inter alia that his client was contesting the unilateral increase of the rent inter alia and continued thereafter paying the subsisting rent of **ONE THOUSAND AND FIFTY DOLLARS ($1050.00)** by Money Orders through TT Post. Copies of letter from Mr.Newton James and the paid INLAND MONEY ORDERS annexed hereto in a bundle and marked “Q3”.
8. Again by letter dated the 4th May 2009, the Claimant’s Attorney at law received a letter from Mr.Robert Boodoosingh returning the said Inland Money Orders. Al copy of the said letter is annexed hereto and marked “Q4”.
9. The Claimant thereafter continued in possession of the property and heard nothing of the matter until some time around the 13th July 2009 when he recived another letter from Mr. Robert Boodoosingh statinf among other things that the High Court has made an Order against the Claimant and further that the Claimant had to vacate the property by the 14th July 2009. A copy of the said letter of the 9th July 2009 and the Order of the Court dated the 15th June 2009 are annexed hereto in a bundle and marked “Q5”.
10. This was the first time that the Claimant was aware that there was a High Court Action against him and further that an Order was made against him to vacate the Premises. The Claimant was never served with any proceedings from the High Court of Justice.
11. However the Claimant upon receiving the said letter made inquiries in the High Court and discovered that the Defendant together with others has on the 15th day of June been granted an Order by the Honourable Justice Best for vacant possession of the premises inter alia.
12. As stated above before the 9th July 2009 the Claimant was not even aware that there was a High Court Action against him. However upon further inquiries at the High Court of Justice the Claimant discovered that **MR. LARRY DE SILVA** had sworn to an affidavit wherein he stated that he was the agent of the Defendant herein and further that he had served the Claimant with the Court Documents for Claim CV 2009 -01658 on the 1st day of June 2009 at 5:30 p.m. by giving the Claimant the said documents in the Claimant’s hand. Mr.Larry De Silva also stated that he called out the Claimant’s name and the Claimant answered to him name. A copy of the Affidavit of Service is annexed hereto and markeD “Q6”.
13. The Claimant in fact was never personally served by the Mr. Larry De Silva on that particular day and at that time or on any other day. Mr.Larry De Silva some time in the second week of June gave one **LORNA CHARLES** of No.51 Thomas Street, Tunapuna a neighbor of the Claimant who lived directly opposite to the Claimant at that time, the said Court documents to give to the Claimant which said documents the Claimant never received. A copy of an Affidavit of the said Lorna Charles filed in the Honourable Court on the 7th August 2009 is annexed hereto and marked “Q7”
14. In the circumstances the Claimant immediately sought legal advice and instructed his Attorney at law Mr. Colin Selvon to file an application before the Court to set aside the judgment against him made on the 15th June 2009 in default of Appearance. The said application was filed on the 7th August 2009.A copy of which is annexed hereto and marked “Q8”.
15. On the 8th August 2009 the Attorney at law for the Defendat was served with the Claimant’s application to set aside the said judgment.
16. By Order of the Honourable Mr.Justice Best dated the 17th day of November 2009 the said default judgment was set aside. A copy of the Order of the Honourable justice Best setting aside said judgment is annexed hereto and marked “Q9”.
17. Despite the Judgment against the Claimant being a Default Judgment, the Claimant was only informed of the Order on or around the 9th day of July, five (5) days before the stay of execution expired.
18. The Defendant visited the premises of the Claimant threatening to throw the Claimant’s things out in the streets, despite being aware that the Notice of application was filed seeking to set aside the default judgment.
19. Prior to the Court setting aside the said Order on the 17th of November 2009 Mr. **LARRY DE SILVA** on the advice of the Defendant and as an Agent of the Defendant broke the lock on the gate to enter the property rented by the Claimant and placed his own lock on the gate locking the Claimant inside the premises. The Claimant called the Tunapuna Police Station who advised the Claimant to break the lock which he did.
20. Again Mr.Larry De Silva visited the job site of the Claimant on 17th July 2009 and threatened him with eviction telling him that he would bring four (4) jeep loads of Police Officers to evict the Claimant.
21. On the 29th October 2009 the Claimant received a call from his neighbor that Mr.Larry De Silva was at his h ome and had entered the rented Premises together with two plain clothes police officers and one in uniform and was putting his personal items on the road.
22. When the Claimant arrived at the rented premises the Living room was already cleaned of items including all furniture and the Kitchen was also cleared of all items including all applicances.
23. The Claimant observed that the Larry De Silva by himself was attempting to put all the items outside the rented premises. Further to Which when the Claimant attepted to enter the rented premises he was stopped by the two plain clothes police officers.
24. The Claimant informed the police officers that the matter involving his eviction from the premises was still before the court andquired of the Defendant and the Police Officers whether they had a warrant of Possessiion from the Court to evict him, to which Mr.Larry De Silva and the Police Officers remained silent as Mr.Larry De Silva continued to remove the items from the rented premises.
25. At the end of the exercise which took approximately six (6) hours, the Claimant upon examination of the items that was at that time on the road on St.Thomas Street, Tunapuna and upon searching for all the personal items that the Claimant had in the rented premises discovered that numerous personal items belonging to his was either damaged, destroyed, spoilt and/ or missing.

Certificate of Truth

**I, PAUL ANTHONY QUAMINA** , of #31 Robert Trace , Tunapuna in the Republic of Trindad and Tobago hereby certify that all the facts set out in this my statement of case are true and correct to the best of my knowledge, information and belief and that I am entitled to the remedy claimed.

Signed: ………………………………….. …………………….

Claimant Date