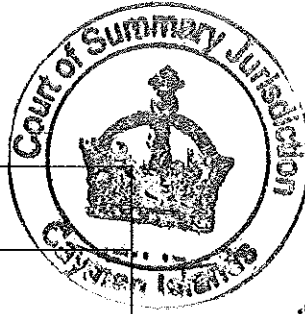


Plaint

IN SUMMARY COURT AT GEORGE TOWN

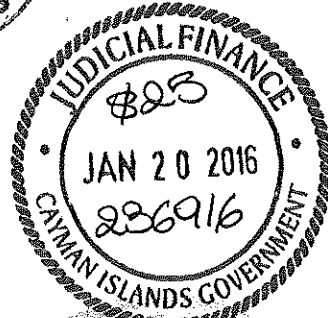


Cause No. SC# 0017 of 2016

PAULETTE A. BRENNAN - Plaintiffs

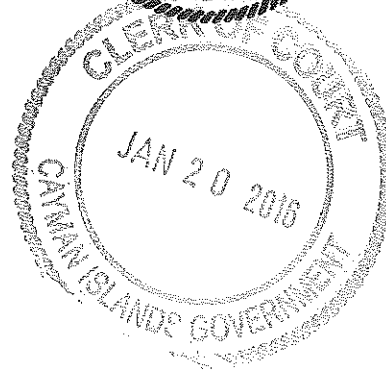
BETWEEN:

DOW ANTHONY TRAVERS - Defendant



AND:

To the Defendants:



C/O Travers Thorp Alberga
Attorneys for the Defendant
2nd Floor Harbour Place, 103 S. Church Street
PO Box 472 Grand Cayman, KY1-1106
CAYMAN ISLANDS

THIS PLAINT has been issued against you by the above – named Plaintiff in respect to 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, P.O. Box 495, Grand Cayman KY1-1106, CAYMAN ISLANDS, the accompanying Acknowledgement 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 from.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service from 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 January, 2016

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 Defendants is indebted to the Plaintiff or is liable to pay damages to the Plaintiff)

1. The Plaintiff entered into a lease agreement with the Defendant (**Mr. Dow Anthony Travers**) with a tenancy agreement (the **Tenancy Agreement**) with the Defendant (Mrs. Paulette A. Brennan or the **Landlord**) to occupy the premises known as 21 Surrey Lane, Grand Cayman, Cayman Islands (the **Premises**).
2. The Tenancy Agreement set out, amongst other things, the monthly rent terms as CI\$2800.00 payable per month with a security deposit and pet deposit payable at the time of commencement totaling CI\$3300.00.
3. The Tenancy Agreement ended commenced on the 6th June, 2014 and was for 12 months ending on 5th June, 2015.
4. The Plaintiff agreed to extend the Tenancy Agreement on the request of the Defendant as he was purchasing a home and needed an additional six months to get his affairs in order. The Defendant agreed to extend the date and a rent rate increase which was from CI\$2800 per month to CI\$3000.00 per month only. The Defendant agreed to the extension and the new monthly rent increase, of which both parties signed a single page document that extended the time from the current expiration of 5th June, 2015 to 5th December, 2015 and that all clauses of the Tenancy Agreement continued as before, including all deposits held.
5. The Plaintiff did not do an inspection of the property prior to agreeing to extend the Tenancy Agreement, as the Plaintiff was about to leave the island to deal with urgent family matters overseas, and agreed to conduct an inspection upon the return. Unfortunately, upon the Plaintiff's return to the island, the Defendant was contacted to do the inspection, but it was never a convenient time for the Defendant, because he would have to be present as a dog resided in the property that was unfamiliar with the Plaintiff and the Defendant was adamant about being present. Therefore, no inspection was conducted at the end of the Tenancy Agreement by the Plaintiff for this reason.
6. That during the Defendant's tenancy of the property 21 Surrey Lane, the cost of **CI\$1155.29** was paid to the Defendant from the Plaintiffs chequing account at Cayman National Bank, Cheque # 1474 dated 3rd November 2015. The Defendant also deducted an additional **CI\$435.95** was deducted from the rent payment on 5th November 2015 as per the Credit Advice from Cayman National Bank dated 5th November, 2015 the Defendant stated that this amount was for additional cost for the pool which was the Defendants responsibility to care for the monthly pool upkeep as per Section 18 of the said Tenancy Agreement.
7. Section 18 of the Tenancy Agreement clearly states, (**the tenant hereby agrees to have the swimming pool located at the premises professionally cleaned and maintained bi-monthly**). Therefore, the Defendant was the only responsible party to cover the cost of all monthly pool maintenance as he signed agreeing to same in the Tenancy Agreement.

8. The Defendant during his extended tenancy at 21 Surrey Lane conducted the illegal manufacturing of Biogas. This illegal activity therefore placed the residential property in a precarious position with the Planning Department and caused the Plaintiff to be issued a cease notice to the Plaintiff on October 3rd, 2014 stating **the illegal change of use from residential to Industrial**. The Plaintiff was called to a meeting in person by the Director of Planning to explain this situation. The Plaintiff was unaware that the Defendant was conducting this illegal change of use at the residence, and at no material time was any approval sought by the Plaintiff to engage in this activity, nor was any permission granted to the Defendant by the Plaintiff to initiate or seek permission of any change of use from the Director of Planning.
9. The Planning Department also had contacted the Defendant as his information was provided to them in a meeting they had with the Plaintiff to discuss the illegal change of use of the residential property. The Planning Department had later advised that they had sent the Defendant a letter to cease and desist the **illegal change of use**, and the Plaintiff was advised by the Planning Department that their notices to the Defendant had not been acted on.
10. The Defendant's illegal manufacturing of Biogas at the property 21 Surrey Lane also caused the electricity company Caribbean Utilities Company to call the Plaintiff and requested a meeting with the Plaintiff. Caribbean Utilities Company advised the Plaintiff that because the property was engaged in a change of usage and the bills were higher than normal residential use, they would have to apply a penalty to the meter account of CI\$1050.00 and that all other Tenants going forward will have to pay this astronomical deposit for the electricity to be connected in their names. Caribbean Utilities Company also threatened the Plaintiff to disconnect the service to the house indefinitely, and in order to restore service a new application with approval from the Planning Department stating that the **illegal change of use** was no longer being conducted by the Defendant.

PARTICULARS OF BREACH OF LEASE AGREEMENT

- a) The Defendant breached Section 3 of the said Tenancy Agreement
- b) The Defendant breached Section 5 of the said Tenancy Agreement
- c) The Defendant breached Section 7 of the said Tenancy Agreement.
- d) The Defendant breached Section 9 of the said Tenancy Agreement
- e) The Defendant breached Section 15 of the said Tenancy Agreement.
- f) The Defendant breached Section 17 of the said Tenancy Agreement.
- g) The Defendant breached Section 11 of the said Tenancy Agreement.

THE PLAINTIFF'S CLAIM FOR DAMAGES

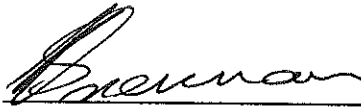
11. The Plaintiff will provide a detailed receipt of losses which total as under:
- | | |
|--|-------------|
| a) 2 Loads of Crusherrun to replace patches of damaged lawn due to storing of containers of biogas on property illegally | CI\$ 840.00 |
| b) 7 days labour work to remove grease from burnt out grass due to manufacturing and storage of Biogas containers on back lawn | CI\$ 700.00 |
| c) Days rental for storage of Biogas Machine in carport after lease agreement expired | CI\$ 300.00 |
| d) 7 days cleaning inside the house to remove dog hair and dog order throughout the house @ \$75.00 per day | CI\$ 525.00 |
| e) Replacement of keys after tenant was removed from the house and did not return the keys upon vacating | CI\$ 60.00 |
| f) Rental equipment for deodorizing dog smell | CI\$ 115.00 |
| g) Professional cleaning of furniture | CI\$ 475.00 |
| h) Bill for replacement and recoding of garage door openers as Defendant lost original opener | CI\$ 375.00 |
| i) To replace burnt bulbs and blown bulbs in and around the house that was blown when the Defendant began the tenancy and was due to the Defendant usage, and above normal wear and tear | CI\$ 135.00 |
| j) For penalty charges leveled on Landlord for abuse of Electricity by tenant illegal change of use and fee charged to landlord by CUC | CI\$1050.00 |
| k) Bathroom tiles were damaged causing Landlord to have to replace complete bathroom tiles due to above normal wear and tear by the Defendant during their occupancy | CI\$ 500.00 |
| l) Power wash benches and driveway from wear and tear due to Biogas illegal manufacturing at the property | CI\$ 250.00 |
| m) The balance of the Water Authority bill left outstanding by the Defendant | CI\$ 148.08 |

The Plaintiff is owed **CI\$5473.08** plus cost, Interest and fixed cost.

AND the Plaintiff claims:

1. The Plaintiff is claiming the sum of **CI\$5473.08** being the outstanding amount free of interest.

3. Interest on the sum at the rate of to be **prescribed by the Court** per annum.
4. Interest to continue until the matter is settled and together with other cost the Courts assessed for this action.
5. Fixed cost of **CI\$1075.00**, alternatively cost to be assessed by this Court.



Plaintiff's Signature

Plaintiff's address for Service

319 Pebble Beach Drive

PO Box 31319

Grand Cayman KY1-1208

Cayman Islands

Email: sunbird1954@gmail.com

Tele: 9164054

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20 _____

PAULETTE A. BRENNAN - Plaintiffs

BETWEEN:

DOW TRAVERS - Defendants

AND:

ACKNOWLEDGEMENT OF SERVICE

- State the Defendant's name and address –

**C/O Travers Thorp Alberga
Attorneys for the Defendant
2nd Floor Harbour Place, 103 S. Church Street
PO Box 472 Grand Cayman, KY1-1106
CAYMAN ISLANDS**

- State whether the Defendants intends to contest the Action

Yes

No

- If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

- 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 _____, 2015

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 of the claim)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, Downtown, George Town, Kirk House, P.O. Box 495, Grand Cayman KY1-1106, GRAND CAYMAN, Tele: 949-4296 within 14 days of receipt otherwise a default judgment may be entered against you.