

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC ²⁰¹⁵ OF 2017

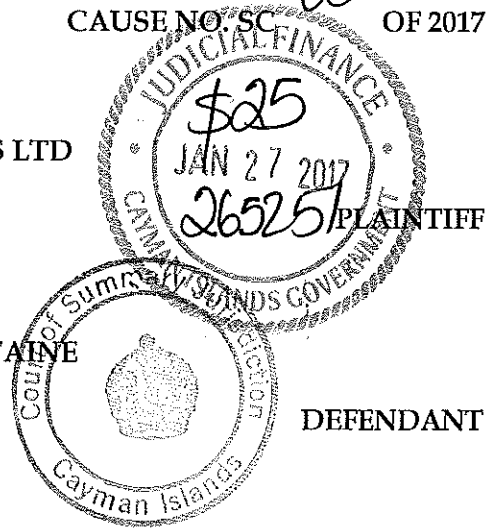
BETWEEN:

LOOKOUT HOLDINGS LTD

AND



CARMEN LEOLA FONTAINE



PLAINTIFF
DEFENDANT

PLAINT

TO THE DEFENDANT of P.O Box 190, Grand Cayman, Cayman Islands, KY1-1104

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Complaint on you, counting the day of service, you must either satisfy the claim, or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without further notice to you.

Issued this 27th day of January, 2017.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

Introduction

1. The Plaintiff, Lookout Holdings, is a duly company duly incorporated in the Cayman Islands whose registered office is at 45 Anton Bodden Road, Bodden Town, Grand Cayman.
2. The Defendant is Carmen Leola Fontaine of 35 Cumber Avenue, Bodden Town, P.O. Box 220, Grand Cayman, Cayman Islands, KY1-1601.
3. The Plaintiff was at all material times the owner and title holder of Registration Section Bodden Town, Block 43A, Parcels 288, H4 and otherwise known as Griffin Manor Unit #4 (the "Premises")

The Tenancy Agreement

4. By a Tenancy Agreement, dated 1 July 2016 ("the Agreement") and made between the Plaintiff and the Defendant, the Plaintiff leased to Defendant, the Premises for a period of 1 year commencing on 1 July 2016 at a monthly rent of CI\$ 1,400, payable by equal monthly installments in advance, on the first day of each calendar month.
5. A copy of the Lease is annexed hereto.
6. The Agreement contained the following material terms:
 - (a) The Defendant would pay the Rent on the days specified, namely the 1st day of each calendar month. (Clause 2.1);
 - (b) The Defendant would pay all utility charges for the Premises. (Clause 2.2);
 - (c) If the Rent remained unpaid for 7 days after becoming payable, the Plaintiff would be entitled to re-enter upon the Premises terminate the Tenancy. (Clause 4.1); and
7. The Defendant, in breach of the terms and obligations of the Agreement defaulted in the payment of the Rent having failed to pay the Rent due under the Agreement for the calendar months September and October 2016, in the total sum of CI\$ 2,800.00 ("the Arrears").
8. Despite requests to remedy the breach of the Tenancy Agreement being made to the Defendant by the Plaintiff the breaches were not remedied and Defendant vacated the Premises in or around 26 October 2016 by returning the keys to the Premises.

9. Upon vacating, the Premises, the Defendant has left bills payable to CUC and the Water Authority which totaled CI\$ 1,038.90
10. Moreover, upon inspection of the Premises it was evident that damage had been caused to the internal walls beyond normal wear and tear which required painting and that the Premises would also need to be professionally cleaned.
11. The Plaintiff has at all material times fulfilled all of its obligations under the Agreement.
12. By reason of the Defendant's breaches of the Agreement the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendant in accordance with the Tenancy agreement.

Particulars of Loss and Damage

Loss of Rent

The Plaintiff has suffered a loss of Rent from 1 September 2016. Under the Terms of the Tenancy Agreement, the Plaintiff was entitled to the payment of Rent up to and including June 2016. Despite best efforts the Plaintiff has been unable to find a replacement tenant

10 months x CI\$ 1,400 = CI\$ 14,000.00

Unpaid Utilities

The Plaintiff will be required to pay CI\$ 1,038.90 in respect of unpaid utilities.

Painting/Cleaning

The cost of painting the Premises was CI\$ 301.14

The cost of professional cleaning of the Premises was CI\$ 238.00

Deposit

The Defendant paid the Plaintiff a security deposit of CI\$ 1,700.00 for which the Defendant will be given credit.

The Plaintiff therefore claims against the Defendant

- (a) Judgment in the sum of CI\$ 13,878.04 or such other sums as may be due at date of trial;
- (b) Pre and post-judgment calculated pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time;
- (c) Costs; and
- (d) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$ 13,878.04 together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Nelson & Co

**Nelson & Company
Attorneys for the Plaintiff**

Plaintiff's address for service:

31 The Strand,
46 Canal Point Drive,
PO Box 2075,
Grand Cayman
KY1-1105,
Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

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PLAINTIFF

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CARMEN LEOLA FONTAINE

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

4. If you 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 January, 2017

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.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.