

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. 0044 OF 2017

BETWEEN:

THE PROPRIETORS, STRATA NO. 181

PLAINTIFF

AND

DANE PINNOCK & CHERIE-ANN PINNOCK

DEFENDANTS

TO:

Dane Pinnock
Cherie-Ann Pinnock
125 Rackley Boulevard
Apt #4 Rackley Court
Newlands

PLAINT

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, P.O. Box 495, 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 **full particulars of your defence** in the space provided in the *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment 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 22 of February, 2017

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Defendants are the registered joint proprietors of the property situated at Registration Section Savannah Block 27C Parcel 187H4, Apartment No. 4, within a residential development situated in Grand Cayman and the subject of Strata Plan No. 181.
2. The Plaintiff is a body corporate consisting of a collection of all the Strata Proprietors contained within Strata Plan No.181 in accordance with Section 5(1) of the Strata Titles Registration Law (2013 Revision) (hereinafter 'the Law').
3. In accordance with its duties and powers under Section 6(2) of the Law the Plaintiff;
 - (a) Has to establish a fund for administrative expenses sufficient in the opinion of the Plaintiff for the control, management and administration of the common property, for the payment of any premiums of insurance and for the discharge of any of its other obligations.
 - (b) Is empowered to determine, from time to time, the amounts to be raised for the fund for administrative expenses and to raise such amounts by levying contributions on the proprietors in proportion to their unit entitlement.
4. The plaintiff exercised such powers by both establishing a fund for administrative expenses and by determining from time to time the amounts to be raised for the fund for administrative expenses.
5. The amounts to be raised for administrative expenses were determined by way of resolutions of the Executive Committee of the Plaintiff and approval of such resolutions were given at the Annual General Meeting of the Plaintiff.
6. Subject to the Law, the control, management, administration, use and enjoyment of the Strata lots and the common property contained in every registered strata plan shall be regulated by bye-laws.
7. Pursuant to the Plaintiff's registered Bye-Laws 9.2 and 9.3 it is the Defendants' joint and several obligation to pay to the Plaintiff all contributions levied by the Plaintiff pursuant to Section 6(2) of the Law on the 15th of each month.
8. As of the 21st February, 2016 the Defendants are in arrears in the amount of CI\$546 in respect of the above strata fees on the property.
9. Further, in accordance with Bye-Law 9.21(3) a proprietor shall not cause or permit any motor vehicle to park or remain stationary, except in his Assigned Parking Space or in a Guest Parking Space.
10. Pursuant to the Strata Parking Regulations adopted pursuant to Section 5.7.4 of the Bye-Laws, any proprietor or agent, occupier or visitors who parks a vehicle on common property in breach of Bye-Law 9.21 (s) in excess of 30 minutes per day shall be fined CI\$50 per day.

11. The defendants breached the said regulation for a period of 46 days accruing fines totaling CI\$2300. To date there has been no payment of these fines and the sum of CI\$2300 remains outstanding
12. The total amount owed by the Defendants to the Plaintiff is therefore CI\$2846 and the Plaintiff claims the said sum as monies due and owing of foot of the Defendant's breach of contract, this contract being the Strata Bye-Laws which exist and are legally enforceable as between the Plaintiff and Defendant pursuant to Section 21 of the Strata Titles Registration Law (2013 Revision).
13. Bye-law 9.5 of the Bye-Laws allows the Plaintiff to charge interest to the Defendant on sums owing to the Plaintiff and unpaid for 60 days at the rate of interest of 10% per annum which interest shall accrue from day to day until payment.
14. The Plaintiff claims interest on the said sum owing.

STATEMENT REGARDING INTEREST

- a) The Plaintiff seeks pre and post judgment interest from the date of issue of this plaint in accordance with the provisions of the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed as per the bye-laws is 10% per annum from 17th April and in the alternative the Plaintiff claims interest in accordance with the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed from the date of Plaintiff.
- e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$0.18 until 17th April 2017 at which point it is CI\$0.78 per day.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$2,846.
- (ii) Pre and post judgment Interest on the said sum of CI\$2,846 in accordance with the Strata bye-Laws and the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (i) Costs or alternatively fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$2,846 (together with interest and costs of CI\$150) all further proceedings will be stayed.

Dated this 21st February, 2017

Samson & McGrath
SAMSON & MCGRATH

This PLAINT was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is
5th Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman **within 14 days** of receipt otherwise a default judgment may be entered against you.