

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 207 of 2017



BETWEEN:

Cleveland Rexford Dilbert

Plaintiff

AND: Defendant

Thompson Realty LTD. T/A Century 21  
Thompson Realty

Defendant



To the Defendant

PO Box 30117  
Grand Pavillion  
Grand Cayman  
KY1-1201  
Cayman Islands



THIS PLAINT has been issued against your 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, PO Box 495GT, 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 Acknowledgement of Service form.

**If you fail** to satisfy the claim or fail to return the Acknowledgement 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 24<sup>th</sup> day of October 2017

See overleaf for particulars of the Plaintiff's claim

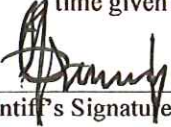
PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. The purpose of the contract was upon a Tenancy Agreement of 'The property' situated at Foster's Corner, Cayman Brac, West Block 95C, Parcel 188, Unit 3.
2. The Tenancy Agreement made on the 7<sup>th</sup> day of December 2007 and continued here after, without any request from Kel Thompson(lessee) for termination of contract.
3. Kel Thompson has been and continues to be in arrears of rental payments as of January 2017 to present.
4. The following terms of contract have been breached:
  - 4.1. **Clause 2(a)** -Agreed contracted monthly rent is in arrears since January 2017.
    - 4.1.1. **Clause 4.8** –Rent has been persistently late from January 2013 to present resulting in late penalty fees totalling CI 5,150.00.
    - 4.1.2. **Clause 4.3, 4.6 and 4.9 (c)** -Formal written notice has not been given to the landlord requesting termination of the lease throughout tenancy. The tenant claims that, because the lease was not renewed a year after the the initial lease was signed, they are free from all responsibility of it. In the lease it clearly states that they become "a Tenant-at-Will" until formal notice has been given. During communication with Mr. Knowlton (an employee of Century 21 – Thompson Realty), he stated he has made an agreement with the Grand Cayman office, whereby he was responsible for the premises. When the Landlord wished to renew the lease, he requested that we change the lease from Century 21 – Thompson Realty, to his name. It was communicated to Mr. Knowlton that, should he wish to begin conversations about change of the lease name, the Landlord would need to receive a formal request to be released from the current standing lease. At which time a new lease could be negotiated. Mr Knowlton stated that the current lease was fine and did not wish to change it.
    - 4.1.3. **Clause 4.9 (e)** -Appliances had not been removed until August and premises have not been cleaned. Tenants continued to make use of the property while benefiting financially until the company signs were removed on 2<sup>nd</sup> September 2017.
    - 4.1.4. **Clause 4.9 (h)** -Keys to the above premises have not been returned to date and owner does not have access to the premises.
    - 4.1.5. **Clause 2 (f)** -Tenant claimed to have entered into an agreement with their employee, Mark Knowlton, whereby Mark Knowlton is responsible for all aspects of the office. Even if this is the case, their agreement remained an "internal" breach in responsibility, as the landlord was not informed or consulted with, as it states in the lease.
    - 4.1.6. **Clause 4.9 (j)** -Provisions of the Tenancy Agreement have not been met accordingly by the tenant.

AND the Plaintiff claims:

- 1 The sum of CI 5,800.00 for the unpaid rent.
- 2 Late penalties in the sum of CI 5,150.00 calculated at the prescribed rate stated in the Tenancy Agreement, from January 2013 to September 2017.
- 3 Fixed costs of CI 150.00 and Bailiff's fee of CI 50.00, alternatively costs to be assessed.
- 4 Punitive damage of CI 2,000.00 for wasting and inconveniencing the Plaintiff's time. Being in the Realty business for over 20 years the Tenant is well aware of the law and his obligations under this Tenancy Agreement. Furthermore, the Plaintiff feels this case displays a complete lack of respect for the Court's time given the details above.

  
Plaintiff's Signature

Cleveland Dilbert

Plaintiff's address for service

PO Box 2056  
Grand Cayman,  
Cayman Islands  
KY1-1105

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

Cleveland Rexford Dilbert

Plaintiff

AND: Defendant

Thompson Realty LTD. T/A Century 21  
Thompson Realty

Defendant

ACKNOWLEDGMENT OF SERVICE

1

State Defendant's name and address -

PO Box 30117  
Grand Pavillion  
Grand Cayman  
KY1-1201  
Cayman Islands

4

State whether the Defendant intends to contest the action.

Yes

No

5

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

Yes

No

6

If you do 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 \_\_\_\_\_, 20\_\_

**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 claimed)

\_\_\_\_\_  
Defendant's Signature

**REMINDER -** This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.