

CAUSE NO. SC ⁴⁰ OF 2018

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN: MARCRIS LTD

PLAINTIFF

AND: LUCIA MANNARINO

DEFENDANT



PLAINT

To the Defendant at:

c/o Harney Westwood & Riegels
4th Floor, Harbour Place
103 South Church Street
PO Box 10240
Grand Cayman KY1-1002
Cayman Islands



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, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form 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 fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without any further notice to you.

Issued this ^{2nd} day of March, 2018.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff at all material times was the owner of that apartment building and property known as Beach Reach, more formally known as parcel 218 of block 5C (“the Property”).
2. At all material times the Defendant was a tenant of the Plaintiff at the Property. The Defendant occupied Apartment 1 at the Property (“the Apartment”). The Defendant occupied the Apartment subject to a lease dated 1st October 2016 (“the Lease”).
3. The Lease was for a term of 12 months and contained no option for its early termination by the Defendant.
4. Among the terms of the Lease were:
 - [2.1] The rental amount shall be the sum of CI\$1,400.00 per month payable in advance on or before the 25th day of each and every month.
 - [2.2] If the rent remains unpaid after the fifth of the month, a late charge of CI\$ 50 will be due, plus an additional charge CI\$4.00 per day for each day thereafter until the rent is paid, all as additional rent.
 - [3.3] The deposit could not be used as last month’s rent.
 - [3.4] Should the Tenants vacate the Apartment before the expiration of the date of this lease, the deposit will be kept as a compensation for loss of rent unless the Apartment is rented to another party no loss rent is suffered by Marcris in which case the Tenant is entitled to a refund of the deposit less the charges for damage and outstanding bills as set out in paragraph 3.2 [of the Lease].

[7.1] If the Tenants fail to comply with the provisions of this lease they will be responsible for paying all attorneys fees and court costs incurred by Marcris in the enforcement or defence of this lease.

5. The Plaintiff shall refer to the terms of the Lease at the trial hereof for their full terms and effect.
6. The Defendant fell into arrears with payment of the rent in August 2016 (which was not paid until 25th January 2017).
7. The Defendant again fell into arrears with payment of the rent in December 2016 (paying that rent along with the rent for August 2016 on 25th January 2017).
8. The Defendant failed to pay the rents due on 25th January 2017 and 25th February 2017 (paying those rents on 24th of February 2017 and 24th March 2017 respectively).
9. The Defendant failed to pay any further rent until 25th May 2017 when she paid the rents due in respect of March and April 2017.
10. The Defendant failed to pay rent for the period May, June and July 2017.
11. By an electronic message sent on 27th July 2017 timed at 9:53 (which the Plaintiff shall refer the trial hereof) the Defendant advised Mr. Vincentini of the Plaintiff:

I am going home as I quit at my office. I cannot afford your fees. I will be leaving and will leave the keys on the table.

The Plaintiff shall refer to the said email at the trial hereof.

12. The Defendant quit the Property on or about 27th July 2017 and has failed to make any further payments on account of the unpaid rent.

13. In the premises the Plaintiff is entitled, pursuant to the provisions of clause 3.4 of the Lease, to apply the security deposit for CI\$1,400.00 by way of compensation for loss of rent during August 2017 following the Defendant quitting the Property. The Plaintiff by way of mitigating its loss was able to rent the Property from 1st September 2016.
14. Further, by the provisions of clause 7.1 of the Lease the Tenant agreed to pay all attorney's fees and court costs incurred by the Plaintiff in enforcement of the said lease. The Plaintiff therefore seeks its costs on an indemnity basis pursuant to the said provisions of the Lease.

PARTICULARS OF LOSS

Unpaid rent	CI\$4,200.00
Monthly late fees	CI\$ 450.00
Daily late fees	CI\$1,876.00
Costs to date of issue of the Plaintiff	CI\$ 100.00

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT

1. Payment of the said sum of CI\$6,626.00;
2. Interest on the principal sum of CI\$6,626.00 at the statutory rate of $2\frac{3}{8}$ % per annum from 25th May 2017 to the date of payment (interest accruing daily at the rate of CI\$0.43)
3. Fixed costs of CI\$300.00 together with the issue fee for these proceedings of CI\$25.00 and Process Server's costs.

Dated the 2nd day of March, 2018.



GIGLIOLI & COMPANY
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant c/o Harney Westwood & Riegels, 4th Floor, Harbour Place, 103 South Church Street, Grand Cayman, Cayman Islands