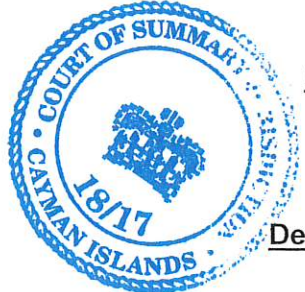


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 170 OF 2018

BETWEEN:

MS ELIZA STRACHAN



Plaintiff

AND

MS SUZANNE MUISE

Defendant



PLAINT

TO:

Ms. Suzanne Muise  
1 Palacades  
Red Bay  
Grand Cayman  
Cayman Islands

Ms. Suzanne Muise  
Box 10407  
Cayman Clinic Crewe Road  
Grand Cayman, KY1-1004  
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, 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 13th Day of August 2018

**See overleaf for particulars of the Plaintiff's claim.**

This *PLAINT* was issued by Carey Olsen, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is Willow House, Cricket Square, Grand Cayman, Cayman Islands, KYI-1001.

## PARTICULARS OF CLAIM

1. The Plaintiff is Ms. Eliza Strachan whose address for service is that of her attorneys, Carey Olsen of PO Box 10008, Willow House, Cricket Square, Grand Cayman, KY1-1001, Cayman Islands.
2. The Defendant is Ms. Suzanne Muise of 1 Palacades, Red Bay, Grand Cayman, Cayman Islands and of Box 10407 Cayman Clinic, Crewe Road, Grand Cayman, KY1 – 1004, Cayman Islands.
3. The Plaintiff is the owner of Breakers, Block 48C, Parcel 185 more commonly known as Pease Bay Manor, 1178 Bodden Town Road, Grand Cayman (the "**Premises**").
4. By written agreement dated 1 December, 2017 (the "**Rental Agreement**") the Defendant agreed to rent the Premises from the Plaintiff on terms whereby she covenanted and agreed; inter alia;
  - 4.1. To pay rent of CI\$ 4,250.00 on the first day of each calendar month (the "**Monthly Rent**");
  - 4.2. The term of the Rental Agreement was indefinite and terminable on no less than three months notice in writing by either party (the "**Term**");
  - 4.3. To punctually pay all costs and charges for services that are either provided to or used on the Premises including (but not limited to) charges for telecommunications, water and electricity;
  - 4.4. To use the Premises and the contents in a proper manner and to keep them in good repair and condition for the length of the Term and immediately (at the Defendant's option) to replace or pay for any contents which are broken, lost, damaged or destroyed by the Plaintiff or the Plaintiff's invitees;
  - 4.5. Not to make any alternation in or addition to the Premises or the grounds, nor damage or injure the Premises, the grounds or the contents in any way;
  - 4.6. To give the Plaintiff immediate written notice of any damage or destruction to or of the Premises or the contents or any of them by whatever cause;
  - 4.7. To report in writing immediately to the Plaintiff or its agents any damage,

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disrepair, dampness or other defect however caused in the Premises which now exist or hereafter become apparent;

4.8. To occupy and use the Premises at the Defendant's risk and to indemnify the Plaintiff from all claims arising out of any damage or injury to any property or persons in the Premises or outside the building and any malfunction, failure or interruption of or to the utilities and services to the Premises; and

4.8.1. To vacate the Premises at the expiry or sooner determination of the Term hereby granted together with all the contents in good condition and to return all keys;

4.8.2. Remove the Defendant's goods

5. On or about 4 June 2018 the Defendant purported to give notice of termination of the Rental Agreement. Pursuant to the Term of the Rental Agreement, if the notice of termination had been validly given (which is not admitted) the Rental Agreement would have terminated on September 4<sup>th</sup> 2018.

6. The Defendant moved out of the property in and around the first week of July 2018 leaving behind some of her personal possessions.

7. The Defendant failed to pay Monthly Rent on 1 July 2018. This constituted a repudiatory breach of the Rental Agreement.

8. By letter dated August 1<sup>st</sup> 2018, the Plaintiff sent a letter to the Defendant notifying her of her repudiatory breach and the termination of the Rental Agreement. The Plaintiff also sought payment from the Defendant for the loss suffered by the Plaintiff caused by the Defendant's repudiatory breach of the Rental Agreement (the "**Demand**").

9. As a result of the Defendants repudiatory breach the Plaintiff has suffered loss in the amount of CI\$ 12,687.72 (the "**Damages**") as follows:

9.1. CI\$8,500.00 constituting outstanding pre-termination (July and August) Monthly Rent.

9.2. CI\$ 425.00 constituting outstanding post termination Monthly Rent.

9.3. CI\$ 2,930.00 in damage to contents and property of the Plaintiff (a schedule of

which is attached hereto at Schedule A).

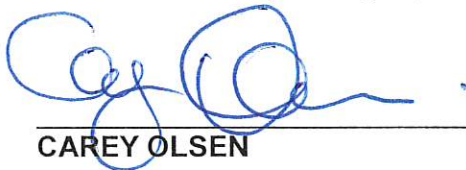
- 9.4. CI\$ 300.00 for the costs incurred by the Plaintiff for the removal and disposal of the Defendant's personal effects from the Premises and grounds.
- 9.5. CI\$ 532.72 in unpaid water charges due from the Defendant in respect of the Premises and settled by the Plaintiff to avoid disconnection.
10. The Defendant has ignored the Demand and has failed to pay the Damages that are due and owing to the Plaintiff.

**AND the Plaintiff claims:**

- 1) The sum of CI\$ 12,687.72, as particularized above
- 2) Interest on the amount of CI\$ 12,687.72 in accordance with section 34 of the Judicature Law (2017 Revision) and the Judgement Debt (Rates of Interest) Rules, as amended from time to time, in the sum of CI\$ 0.82 per day, from the date of filing of this Plaint until the date of judgment.
- 3) Post judgement interest on the amount of CI\$ 12,687.72 in accordance with section 34 of the Judicature Law (2017 Revision) and the Judgement Debt (Rates of Interest) Rules, as amended from time to time, in the sum of CI\$ 0.82 per day, from the date of judgement until such date as the judgment is satisfied.
- 4) Legal costs in the sum of CI\$2,000.00 pursuant to Summary Court Rules r.11 (3) (c); or, alternatively fixed costs in the sum of CI\$ 150.00 plus filing fees of CI\$ 25.00 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\$12,687.72 (together with interest, bailiff fees, filing fees of CI\$25.00 and costs of CI\$2,000.00) all proceedings will be withdrawn.

Dated this 13<sup>th</sup> day of August, 2018



CAREY OLSEN

This PLAINT was issued by Carey Olsen, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is Willow House, Cricket Square, Grand Cayman, Cayman Islands, KYI-1001.

### Schedule A

Missing/ Damaged Property (Number of Items)	Per Item Cost (CI\$)	Estimated Replacement/ Repair Cost (CI\$)
Bath Towels (4)	20	80
Bath Mats (4)	10	40
Single Cotton Sheets (6)	30	180
Pillows (2)	30	60
Small Saucepan/ Lid	30	30
Chopping Board (2)	10	20
Drying Rack/ Tray	20	20
Knife Block (including Kitchen and Steak Knives)	150	150
Toaster	50	50
Kettle	50	50
Large Ceramic Table Lamp	250	250
Single Mattress (Irreparably Damaged)	500	500
Repairs to Animal/ Pet Damage to Doors, Trim, Insulating Strips	250	250
Animal/ Pet Damage to Carpets	1,000	1,000
Wall Repairs and Redecoration (Damage from Darts)	250	250
<b>Total Costs</b>		<b>2,930</b>

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**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)

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***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.