

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 23 OF 2018 9

**BETWEEN:** Sonia Marcia Morrison, Chet Maurice Morrison and  
Orchid Yolanda Lee (nee Morrison)

Plaintiffs

**AND:** Joslyn Asbourne and Tricia Asbourne

Defendants



PLAINT



To the Defendant  
20 Falon Close  
West Bay  
Grand Cayman  
Cayman Islands  
Tel: 924-5167



**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, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 5 day of February 2019

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

## PARTICULARS OF CLAIM

1. On 5<sup>th</sup> February 2018, the Defendants, of 20 Falcon Close, West Bay, Grand Cayman, Cayman Islands, entered into a tenancy agreement, hereto attached as **Exhibit A** (the "**Agreement**" and "**Lease Agreement**") with the Plaintiffs, of 50 Mary Street, George Town, Grand Cayman (the "**Premises**"), to lease a portion of the Premises to operate a beauty salon, in the rental amount of CI\$1,200 per month.
2. In good faith, the Plaintiffs agreed to postpone payment of the rental deposit until 31<sup>st</sup> May 2018.
3. Paragraph 5 of the Agreement states that the security deposit of CI\$1,200 is payable upon signing the lease, or by 31<sup>st</sup> May 2018. However, no payment of the security deposit has been made to date. As such, the Defendants are in breach of Paragraph 5 of the Agreement.
4. On Saturday 4<sup>th</sup> August 2018, the Defendants were notified by SMS text and WhatsApp messaging, of non-payment of the rent, to which there was no reply, and has been no response to date, attached hereto as **Exhibit B**.
5. Subsequently, on Monday 6<sup>th</sup> August, the Defendants were asked via WhatsApp messaging, to collect a courier package from the Premises, to which the Defendants responded, by attempting to collect, hereto attached as **Exhibit C**. As such, it was evident that the Defendants were indeed receiving the Plaintiffs communications.
6. On 31<sup>st</sup> July, the Defendants informed the Plaintiffs that they intended to terminate the Agreement.
7. On 31<sup>st</sup> July, the Plaintiffs reminded the Defendants that in accordance with the Lease Agreement, the Defendants would have to provide written notice and comply with the Termination Clause of the Lease Agreement.
8. On 4<sup>th</sup> August, the Plaintiffs told the Defendants in writing, that they require formal written notice to terminate, in accordance with the provisions of the Agreement. Paragraph 19 of the Agreement clearly states that the Defendants may terminate the agreement upon giving the Plaintiffs at least 90 days' written notice.
9. On Monday 6<sup>th</sup> August, the Plaintiffs discovered that the Defendants and their staff members willfully vacated the Premises, without providing any termination notice. This placed the Plaintiffs in a very difficult situation of not having sufficient time to find replacement tenants, which constituted a clear breach of contract.
10. Moreover, Paragraph 2 of the Agreement states that the Defendants leased the Premises for a period of 12 months, commencing 5<sup>th</sup> February 2018, and ending 4<sup>th</sup> February 2019 (the "**Rental Period**"). As such, the Defendants are in breach of contract and having not given formal written termination notice, is responsible to pay the Landlords rental income due and owing, with respect to the remainder of the Rental Period in the amount of **CI\$9,600** (having vacated the premises without written notice pursuant to the Agreement and with non-payment of rent, in breach of contract for the period of 28<sup>th</sup> July 2018 to February 2019), **plus late charges**.

11. Two letters before action - demand notices for non-payment of rent were served by email and registered mail on the Defendants dated 9th August 2018 and 29th August 2018, attached hereto as **Exhibit D**.

AND the Plaintiff claims:

- (1) The sum of CI\$9,600.00 plus late fees in the amount of \$4,750 pursuant to clause 4 of the Agreement.
- (2) Interest to be calculated as determined by the Court.
- (3) Interest to continue until this matter is settled.
- (4) Fixed costs of CI\$150, plus filing fee CI\$25, plus bailiff fee CI\$50 (West Bay), alternatively costs to be assessed.

  
Plaintiffs Signatures

Plaintiff's address for service:

50 Mary Street  
George Town  
Grand Cayman  
Cayman Islands

CHET MORRISON TEL: (345) 926 0288 EMAIL: ~~CHES@CAYMANISLANDS.COM~~ <sup>or</sup> CAPSTONEGROUP@CANDW.KY  
SONIA MORRISON TEL: (345) 926 2710  
ORCHID LEE (NEE MORRISON) EMAIL: ORCHIDMORRISON@YAHOO.COM

**Exhibit A**

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into, on the 5<sup>th</sup> day of February, 2018, between:

Chet, Sonia and Orchid Morrison, of 50 Mary Street, George Town, Grand Cayman  
(collectively/individually the "Landlord");

- AND -

Joslyn and Tricia Ashbourne, of 20 Falcon Close, West Bay, Grand Cayman  
(collectively/individually the "Tenant").

NOW WITNESSETH AS FOLLOWS:

1. **DEMISE.** That for and in consideration of the payments of rents, without any setoff (except with the prior consent of the Landlord), and the performance of the covenants contained herein on the part of the Tenant and in the manner herein specified, the Landlord hereby leases and lets to the Tenant the agreed section of the Premises located at block 14CF and parcel 196, George Town, Grand Cayman and known as the "Premises".
2. **RENT.** The Landlord demises the Premises to the Tenant for the term of twelve (12) months, commencing on or around February 5, 2018 and ending on or around February 4, 2019, subject to the terms of this Lease, and the Tenant yielding and paying to the Landlord the Rent, without any setoff (except with the prior consent of the Landlord), by monthly payments in advance on the 5<sup>th</sup> of each and every month, in the amount of CI\$1,200.00. The first month's rent will be prorated, if applicable.
3. **METHOD OF PAYMENT.** Rental payments shall be made by deposit to the Landlord's bank account number 011-13522 at Cayman National Bank, no later than the rental due date. Only in exceptional circumstances, will the Landlord agree to an alternative method of payment.
4. **FAILURE TO PAY RENT WHEN DUE.** In the event that the Rent is not paid within fourteen (14) days of the due date, whether the said rent has been legally demanded or not, or should there be any breach of this Lease on the Tenant's part, the Landlord may give to the Tenant thirty (30) days notice in writing to vacate the Premises and release all rights to the tenancy. In the event that the Tenant does not comply with the said notice, then it shall be lawful for the Landlord to re-enter the Premises and remove all persons and their belongings there from. If the Landlord does not exercise their right to remove all persons from the Premises for due and unpaid rent, an additional fee of CI\$25.00 will be charged for each day of outstanding rent.
5. **SECURITY DEPOSIT.** The Tenant shall pay a total security deposit of CI\$1,200.00. The security deposit may be paid in full upon the signing of this Lease Agreement, or by May 31, 2018, if applicable. The security deposit shall be returned at the termination of the Lease, provided there are no outstanding debts or damages relating to the Premises. Upon inspection and assessment of the vacated Premises, the deposit monies less any necessary charges for repairs, cleaning, etc. will be refunded in full and without interest thereon.
  - a. The Tenant shall not have the right to apply the security deposit as payment of any rent.

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- b. In the event that the Tenant has not vacated the Premises prior to midnight on the last day of any month, the Tenant shall be liable for rent for the entire month of which he has remained in the Premises for any time during that month.
  - c. In the event that the security deposit shall be less than the outstanding debts and damages regarding the Premises, the Tenant hereby covenants with Landlord to pay Landlord, within 7 days of request, any and all costs in relation to the outstanding debts and damages which exceed the security deposit.
  - d. Early termination of this Lease Agreement by the Tenant will result in a forfeiture of half of the security deposit.
6. **UTILITIES.** The Tenant shall be responsible for its share of the utilities, namely, water and electricity, in respect of the said Premises. The Tenant's share of the utilities will be C1\$300.00 per month, at the commencement of this contract. This amount is subject to review and adjustment, by the Landlord, on a biannual basis, to incorporate adjustments in utility rate changes, or to reflect more accurately, the Tenant's use.
7. **USE OF PREMISES.** The Tenant hereby covenants and agrees with the Landlord as follows:
- a. To maintain the state and condition of the Premises.
  - b. Not, without the previous written consent of the Landlord, to use the Premises for any purpose other than interior use only, more specifically for commercial purposes only.
  - c. Not assign, underlet, charge, or part with the possession of the Premises without the previous written consent of the Landlord, which shall not be unreasonably withheld.
  - d. To comply with all reasonable rules and regulations made by the Landlord, and notified in writing to the Tenant.
  - e. Not do, or permit to suffer, anything to be done in or upon the Premises or any part thereof which may become a nuisance, annoyance or cause damage to the Landlord or the owners or occupiers of adjoining Premises.
  - f. Not to use the Premises or permit the same to be used for any illegal, offensive or immoral purpose, or for any purpose likely to injure the reputation or goodwill of the Landlord in respect of the building or any part thereof.
  - g. Tenant shall pay the stamp duty, if any, attracted by the Lease and shall pay all reasonable costs incurred by the Landlord by reason of any default of the Tenant including legal fees.
  - h. Shall not make any improvements, additions or alteration to the Premises without the prior written consent of the Landlord. The making or drilling of holes in the wall is strictly prohibited, unless the Landlord gives her written consent to such.
  - i. Provided always, that neither party shall have any liability, or be deemed to be in breach of this Lease for events that result from circumstances beyond the reasonable control of

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that party, and the party affected by such circumstances, shall promptly notify the other party in writing when such circumstances cause a delay or failure of performance.

8. **BUILDING RULES.** Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time, and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

9. **SMOKING.** No smoking shall be permitted inside the building.

10. **DAMAGES TO PREMISES.** The Tenant will keep the demised Premises in good and tenantable repair at all times, and deliver up the same at the termination of the Lease.

a. Tenant to be responsible for the indemnification of the Landlord against all damages occasioned to the Premises caused by any act, default or negligence of the Tenant or the servants, agents, invitees, licensees or visitors of the Tenant.

b. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed because of the failure of the Tenant to comply with the provisions of this Lease Agreement. The Tenant agrees that in the event of a default by him under this clause or any other, the Landlord shall maintain a lien against property of the Tenant at this location, until such time as such amount(s) owing are paid in full, and/or the default has been remedied.

c. If the Premises or any part thereof, is damaged by, and rendered unfit for use by fire, lightning, storms, flood, hurricane or other such severe natural hazards or by structural damage, or are damaged by malicious persons, (other than the Tenant) the rent or a fair portion of it is to be suspended, until the Premises are rendered fit for use by the Tenant.

d. The Tenant shall be responsible for maintaining all fixtures and furnishings to the unit in good repair. The Tenant agrees to bear the full cost of replacing or repairing any items in the Premises that have been damaged or destroyed by him, apart from normal wear and tear or intrinsic defect in relation to any such item.

11. **TENANT'S INSURANCE.** No rights of storage are given by this Lease. The Landlord or the Landlord's agent will not be liable for any loss of or damage to the Tenant's property. The Tenant hereby acknowledges this, and agrees to make no such claims against the Landlord for any such losses or damages. Except with the consent of the Landlord, and provided such insurance is available at reasonable cost, the Tenant may have in place contents insurance and all risks insurance, with a reputable insurance company against public liability risks. The Tenant will produce to the Landlord evidence of such insurance when requested. The Tenant acknowledges that he alone shall be responsible for any loss or damage to his own personal property and shall bear the consequences if such property is not insured against such loss or damage. Tenant agrees to indemnify Landlord (and its agents) for any actions stemming from damage to Tenant's personal property.

12. **ENTRY AND INSPECTION.** The Landlord, its agents, servants and workmen, shall have the right to enter the Premises:

a. in case of emergency;

- b. to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services (e.g. professional cleaning), exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors;
- c. to allow monthly or bi-monthly entry of professional cleaning services (if agreed);
- d. when the Tenant has abandoned or surrendered the Premises;
- e. When showing the property to potential tenants, purchasers or when having the property valued, provided always that, when complying with any statutory obligation except under 11a, 11b and 11c, entry may not be made other than during normal business hours and with not less than 24 hours prior notice to the Tenant.

13. MAINTENANCE, REPAIRS, ALTERATIONS. The Tenant hereby covenants and agrees with the Landlord as follows:

- a. not to make any alterations to the Premises whatsoever without the written consent of the Landlord, and reinstate such alterations to their original state at the end of the term should the Landlord so require;
- b. upon written consent of the Landlord, the Tenant may at his own expense, install new flooring, interior, paint, paper or otherwise redecorate or make alterations;
- c. to notify the Landlord immediately if the roof leaks, or water spots appear on the ceilings or walls;
- d. at its own expense and at all times, keep the unit, including all appliances, furniture and furnishings belonging to the Landlord, in a clean and sanitary manner, and to comply with all public health regulations or laws of a similar nature, which apply to, or affect the Premises from time to time. The Landlord reserves the right to require professional cleaning service to enter the Premises on a monthly basis, and the Tenant agrees to make the Premises available for cleaning at such time or times.
- e. to use any garbage skip located on the Parcel, to ensure the safe, hygienic and regular disposal of waste from the Premises;

14. DEFAULT. The Tenant hereby acknowledges that he has a legal obligation to pay the rent and any other expenses incurred under the provisions of this Lease on time each and every month, regardless of any other debts or responsibilities that he/she may have. The Tenant agrees that he/she will be fully liable for any back rent owed. The Tenant also acknowledges that defaulting on this Lease Agreement, will result in the acceleration of all rent payments that would normally be due throughout the course of the term, such that the full value of all the lease payments becomes due and payable. The Tenant acknowledges that defaulting may result in a judgment being filed against him/her, and a lien being filed against his/her current and future assets and/or earnings. The Tenant agrees that in the event of a default by the Tenant, the Landlord shall maintain a lien against all equipment, leasehold improvements, fixtures and chattels of the Tenant that were made to the Premises, until such time as such amount(s) owing are paid in full.

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15. **VEHICLE POLICY.** The Tenant agrees never to park or store a large commercial or recreational vehicle of any sort on the Premises. Non-functional vehicles or unlicensed vehicles are not permitted on the Premises. Removal will be at the expense of the Tenant.
16. **LOCAL POLICY.** The Landlord will be given duplicate keys for all entry locks so installed at the Tenant's expense, during or before installation.
17. **LANDLORD COVENANTS.** Provided the rent and covenants of this Lease are complied with, the Landlord will:
- keep the structure of the building and surrounding areas in good repair;
  - in the event that the Premises or the building of which the Premises forms part of, is destroyed to such an extent that the Tenant cannot reasonably be expected to occupy the Premises, allow the Tenant to terminate this Lease upon giving written notice of such event to the Landlord.
18. **LANDLORD'S TERMINATION OF LEASE.** The Landlord has the right to terminate this Lease and the tenant must vacate the Premises and release all rights to the tenancy, if any of the following occurs:
- Payment of rent is fourteen (14) days overdue, even if not formally demanded; or
  - The Tenant has not complied with any of the terms of this Lease; or
  - The termination of this Lease by any of the above-mentioned reasons, does not render void any obligation of the Tenant, nor does it render void any remedy otherwise available to the Landlord.
  - The Tenant must return all property to the Landlord in the state and condition previously required, and if the Landlord so requires, remove anything which became fixed to the property during the term, and make good any damage caused to the property during the term.
19. **TENANT'S TERMINATION OF LEASE.** The Tenant has the right to terminate this Lease upon giving the Landlord at least 90 days prior written notice. The Tenant understands and agrees that early termination of this Lease may result in forfeiture of half of the deposit. However, should the Tenant not be granted a Trade & Business Licence, forfeiture of half of the deposit would not apply.
20. **AMENDMENTS.** This Lease may only be amended in writing, signed and agreed by the duly authorised representatives of all the parties.
21. **WAIVER.** No failure or delay on the part of either party to exercise any right or remedy under this Lease, shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude to further exercise of such right or remedy.
22. **INVALID CLAUSES.** If any provision or part of this Lease is held to be invalid, amendments to this Lease may be made by the addition or deletion of wording as appropriate, to remove the

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invalid part or provision but otherwise retain the provision and the other provisions to the maximum extent permissible under applicable law.

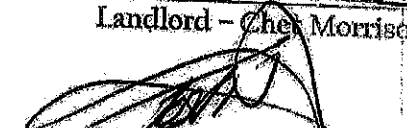
23. **NOTICES.** Any notice to be given under this Lease shall be in writing, and shall be sent by first class mail to the address of the relevant party as set out at the head of this Lease, or to such other address or fax number as that party may from time to time notify to the other party.
24. **ENTIRE LEASE.** This Lease, including any schedules to be attached, sets out the entire Lease between the parties and supersedes all prior oral or written agreements, arrangements and understanding between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Lease.
25. **RENEWAL.** Any renewal or extension of this lease must be in writing, and signed by all the parties hereto. Should the Tenant continue on possession of the leased Premises after the expiration of this lease without a written extension or renewal hereof, such possession shall be on a month to month basis only, and under the same terms and conditions.
26. **GOVERNING LAW.** This Lease shall be governed by, and construed in accordance with the laws of the Cayman Islands.
27. **COUNTERPARTS.** This Lease Agreement may be executed in counterpart and each counterpart shall be deemed to be an original and which counterparts, when taken together, shall constitute one and the same instrument.

**UNDERTAKING**

The Tenant signing this Lease Agreement hereby undertakes that all questions about this Lease Agreement have been answered correctly, that they fully understand all the provisions of the Lease and the obligations and responsibilities of each party, as spelled out herein. The Tenant agrees to fulfill its obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action, in violation of this Lease. Signature by the Tenant of this Lease Agreement constitutes and acknowledgement that he or has received an executed copy of the Lease Agreement.

The parties have executed this Lease Agreement as a deed, and have delivered it on the day and the year first written above.

  
Landlord - Zhe Morrison

  
Tenant - Joslyn Ashbourne

  
Landlord - Sonia Morrison

  
Tenant - Tricia Ashbourne

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**Exhibit B**

11:46

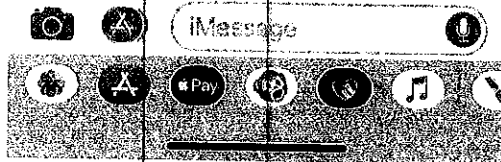


Tricia >

iMessage  
Sat, Aug 4, 9:14 AM

Hi Tricia. As you have advised that you will be terminating your lease agreement at 50 Mary Street, please provide us with your written notice, as well as your rental payment by Monday. If you wish, you may leave the payment and notice, at your front desk for collection, today. Thanks.

Read 8/17/18



Regular Text

**Exhibit C**

5:43



< Tricia Ashbourne



Jul 5, 2018

Hi Tricia. Can you please leave the rent cheque at the office, today, with Shanice? If not, please leave at your front desk. Thanks.

6:53 PM ✓

Jul 6, 2018

Hi Tricia. Can you please arrange for us to get the cheque today, prior to the bank closing?

8:31 PM ✓

Jul 27, 2018

Good evening Sonia, Is it possible for us to meet tomorrow evening at 4pm?

2:39 PM

Good evening Tricia. I'm not available at that time but anytime before 12, tomorrow, or Tuesday before 2:30. Let me know which, you prefer.

8:17 PM ✓



WhatsApp

6:44



< Tricia Ashbourne



5:57 PM ✓✓

Jul 28 2018

Good morning Sonia, Tuesday  
at noon.

7:27 AM

Sure. See you then.

7:34 AM ✓✓

Sat, Aug 4

Hi Tricia. As you have advised that you will be terminating your lease agreement at 50 Mary Street, please provide us with your written notice, as well as your rental payment by Monday. If you wish, you may leave the payment and notice, at your front desk for collection, today. Thanks.

8:14 AM ✓✓

Mon, Aug 6

Hi Tricia. I've just dropped by the office and was able to sign for a document for you, from UPS. You may pick up from Shanice.

10:35 AM ✓✓



WhatsApp

**Exhibit D**

# Registered Mail Domestic



Domestic Registered Mail Service is available island wide. Please contact your local post office for more details.

Write full details of where your item is going.  
Press firmly you are making 5 copies.

**TO:**  
Name Mr. Joslyne Mrs. Tricia Ashbourne  
P.O. Box 244  
Island Grand Cayman  
Postcode KYL-1601

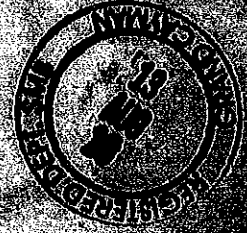
Reference: RD 01162853 9 KY

1. Write your address on the item.
2. Affix completed form to back of your item before presenting at your local post office.



## CUSTOMER RECEIPT

Initials JS



Seven Mile Beach Post Office  
5000 West Bay Road  
Seven Mile Beach, Grand Cayman KY1-1200  
345-949-4177

### Sales Receipt

Transaction #: 78010  
Date: 8/13/2018 Time: 1:04:42 PM  
Cashier: 27 Register #: 2

Item	Amount
LCAD	\$0.25
CS, Dest: Local	
oz	
1 @ \$0.25/oz	
Reg. LPI	\$1.00
Reg. LPI	
1 @ \$1.00	
-----	
Sub Total	\$1.25
Total	\$1.25
CI Cash Tendered	\$1.25
Change Due	\$0.00

\* 7 8 0 1 0 \*

Thank you for shopping  
Seven Mile Beach Post Office  
We hope you'll come back soon!

# Demand Notice for Non-Payment of Rent

Joslyn & Tricia Asbourne  
20 Falcon Close, West Bay  
Grand Cayman  
Cayman Islands

August 9, 2018

## Demand Notice to Make Payment of Rent

On 5<sup>th</sup> February 2018, you Joslyn and Tricia Asbourne (the "Tenants"), of 20 Falcon Close, West Bay, Grand Cayman, Cayman Islands, entered into a tenancy agreement (the "Agreement") with Chet, Sonia and Orchid Morrison (the "Landlords"), of 50 Mary Street, George Town, Grand Cayman (the "Premises"), to lease a portion of the Premises to operate a beauty salon, in the rental amount of CI\$1,200 per month.

In good faith, the Landlords agreed to postpone payment of the rental deposit until 31<sup>st</sup> May 2018. Paragraph 5 of the Agreement states that the security deposit of CI\$1,200 is payable upon signing the lease, or by 31<sup>st</sup> May 2018. However, no payment of the security deposit has been made to date. As such, you are hereby in breach of Paragraph 5 of the Agreement.

On Saturday 4<sup>th</sup> August 2018, you were notified by SMS text and WhatsApp messaging, of your non-payment of the rent, to which there was no reply, and has been no response to date. Subsequently, on Monday 6<sup>th</sup> August, you were asked via WhatsApp messaging, to collect a courier package from the Premises, to which you responded, by attempting to collect. As such, it is evident that you are indeed receiving the Landlords communications.

On 31<sup>st</sup> July, you informed the Landlords that you intended to terminate the Agreement. On 31<sup>st</sup> July, the Landlords reminded you that in accordance with the Lease Agreement, you would have to provide written notice and comply with the Termination Clause of the Lease Agreement. On 4<sup>th</sup> August, the Landlords told you in writing, that they require formal written notice to terminate, in accordance with the provisions of the Agreement. Paragraph 19 of the Agreement clearly states that you may terminate the agreement upon giving the Landlords at least 90 days' written notice. On Monday 6<sup>th</sup> August, the Landlords discovered that you and your staff members willfully vacated the Premises, without providing any termination notice. This has placed the Landlords in a very difficult situation of not having sufficient time to find replacement tenants, which constitutes a clear breach of contract.

Moreover, Paragraph 2 of the Agreement states you, the Tenants, have leased the Premises for a period of 12 months, commencing 5<sup>th</sup> February 2018, and ending 4<sup>th</sup> February 2019 (the "Rental Period"). As such, you are in breach of contract; having not given formal written termination notice, is responsible to pay the Landlords rental income due and owing, with respect to the remainder of the Rental Period in the amount of **CI\$7,360.00 plus late charges.**

This demand notice is given due to non-payment of rent and share of utilities for July, vacating the property without written notice and unresponsiveness to written and verbal communications. The Landlords intend to pursue a legal claim against you in small claims court, for non-payment of rent and unpaid utilities, breach of contract and the pain, suffering and economic loss caused by your actions. The Landlords are willing to waive the outstanding rents due, for the months of August, September, October, November, December, January and up to 4<sup>th</sup> February 2019 and owing to them, under the Agreement, if you pay **CI\$3,600.00, consisting of the unpaid rent for the months of August, September and October, no later than Saturday 25<sup>th</sup> August 2018.**

If you do not comply with this notice, the Landlords will pursue all matters against you in Court.

Govern yourself accordingly.



Orchid Lee  
Attorney-at-Law

# Second Demand Notice for Non-Payment of Rent

Joslyn & Tricia Asbourne  
20 Falcon Close, West Bay  
Grand Cayman  
Cayman Islands

August 29, 2018

## Demand Notice to Make Payment of Rent

On 5<sup>th</sup> February 2018, you Joslyn and Tricia Asbourne (the "Tenants"), of 20 Falcon Close, West Bay, Grand Cayman, Cayman Islands, entered into a tenancy agreement (the "Agreement") with Chet, Sonia and Orchid Morrison (the "Landlords"), of 50 Mary Street, George Town, Grand Cayman (the "Premises"), to lease a portion of the Premises to operate a beauty salon, in the rental amount of CI\$1,200 per month.

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On 31<sup>st</sup> July, you informed the Landlords that you intended to terminate the Agreement. On 31<sup>st</sup> July, the Landlords reminded you that in accordance with the Lease Agreement, you would have to provide written notice and comply with the Termination Clause of the Lease Agreement. On 4<sup>th</sup> August, the Landlords told you in writing, that they require formal written notice to terminate, in accordance with the provisions of the Agreement. Paragraph 19 of the Agreement clearly states that you may terminate the agreement upon giving the Landlords at least 90 days' written notice. On Monday 6<sup>th</sup> August, the Landlords discovered that you and your staff members willfully vacated the Premises, without providing any termination notice.

This has placed the Landlords in a very difficult situation of not having sufficient time to find replacement tenants, which constitutes a clear breach of contract.

Moreover, Paragraph 2 of the Agreement states you, the Tenants, have leased the Premises for a period of 12 months, commencing 5<sup>th</sup> February 2018, and ending 4<sup>th</sup> February 2019 (the "Rental Period"). As such, you are in breach of contract; having not given formal written termination notice, is responsible to pay the Landlords rental income due and owing, with respect to the remainder of the Rental Period in the amount of **CI\$7,360.00 plus late charges.**

This demand notice is given due to non-payment of rent and share of utilities for July, vacating the property without written notice and unresponsiveness to written and verbal communications. The Landlords intend to pursue a legal claim against you in small claims court, for non-payment of rent and unpaid utilities, breach of contract and the pain, suffering and economic loss caused by your actions. The Landlords are willing to waive the outstanding rents due, for the months of August, September, October, November, December, January and up to 4<sup>th</sup> February 2019 and owing to them, under the Agreement, if you pay **CI\$3,600.00, consisting of the unpaid rent for the months of August, September and October, no later than Saturday 15<sup>th</sup> September 2018.**

If you do not comply with this notice soon, the Landlords will pursue all matters against you in Small Claims Court.

Govern yourself accordingly.

  
Orchid Lee  
Attorney-at-Law

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC \_\_\_\_\_ OF 2019**

**BETWEEN:** Sonia Marcia Morrison, Chet Maurice Morrison and  
Orchid Yolanda Lee (nee Morrison)

Plaintiffs

**AND:** Joslyn Asbourne and Tricia Asbourne

Defendants

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

Joslyn Asbourne  
20 Falon Close  
West Bay  
Grand Cayman  
Cayman Islands

2 State whether the Defendant intends to contest the action.

Yes

No

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

Yes

No

4 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 Plaint is acknowledged accordingly.**

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

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO. SC \_\_\_\_\_ OF 2019**

**BETWEEN:** Sonia Marcia Morrison, Chet Maurice Morrison and  
Orchid Yolanda Lee (nee Morrison)

Plaintiffs

**AND:** Joslyn Asbourne and Tricia Asbourne

Defendants

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

Tricia Asbourne  
20 Falon Close  
West Bay  
Grand Cayman  
Cayman Islands

2 State whether the Defendant intends to contest the action.

Yes

No

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

Yes

No

4 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 Plaint is acknowledged accordingly.**

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Defendant's Signature