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PLAINT

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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO.SC 33 OF 2019

BETWEEN: ELIZABETH SENIOR

PLAINTIFF

AND: CHARMAINE PITTER aka Sharmaine Pitter

DEFENDANT

TO: Charmaine Pitter aka Sharmaine Pitter  
George Town, Grand Cayman



**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's Office, P.O.Box 495, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to contest 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 further notice to you.

Issued this 4<sup>th</sup> day of February, 2019.

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PARTICULARS OF CLAIM

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1. The defendant entered into a lease agreement with the plaintiff for the rental of Unit at Levy Apartments at 750 Northwest Point Road, West Bay, Grand Cayman for the term of 12 months at the monthly rate of CI\$850.00 payable in advance on the 1<sup>st</sup> day of every month.
2. It was a term of the agreement that the defendant will be responsible for the payment to the utility providers of light, water, phone ,cable used by her at the said premises.
3. In breach of the terms of the agreement, the defendant failed or refused to pay the full rental of CI\$850.00 each month and as at January 5, 2019 she owed a total of CI\$2,125.00.
4. That the defendant failed to pay rent at the end of January, 2019, owing a further CI\$850.00 in rent making the rental owed a total of CI\$ 2, 975.00.
5. As a result of the defendant's failure to pay rent, the plaintiff sought payment of the said rent by letter sent by her attorneys to the defendant demanding payment and gave notice that the lease would be terminated on or by February 28, 2019 and requiring that the defendant vacate the apartment by that date
6. And the plaintiff claims the said sum of CI\$2,975.00 from the plaintiff for breach of the agreement and the plaintiff claims interest on the said sum.

**Statement regarding interest**

- a) The plaintiff seeks Pre- and Post Judgment interest in accordance with the Judicature Law ( 1995 Revision) and the Judgment Debts ( Rates of interest Rules as amended from time to time.
- b) Pre-Judgment interest is claimed from January 5, 2019
- c) The rate of interest is 2 3/8% per annum
- d) Pre-judgment interest is calculated at CI\$6.38
- e) The amount of interest accruing each day following the issue of the plaint is CI\$0.19

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

1. The sum of CI\$2,981.38 ( \$2,975 + \$6.38) for breach of the lease agreement.
2. Interest on the said sum pursuant to the law and the Rules.
3. Further interest to date of full payment.
4. Fixed costs plus filing and service fees or alternatively costs to be assessed

DATED this 4<sup>th</sup> day of February, 2019.

  
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Morris Garcia

Attorney- at- law for the plaintiff

Filed by Morris Garcia, 1<sup>st</sup> Floor, Artemis House, 67 Fort Street, GT, Grand Cayman,  
Attorney-at-law for the plaintiff herein.



**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).

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Defendant's Signature

REMINDER- This form must be taken or sent to the Court Office, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise Default Judgment may be entered against you.