

No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 109 of 2019

BETWEEN:

KAREN DYCK

Plaintiff

AND:

SHAUN ANDERSON

Defendant



To the Defendant

SHAUN ANDERSON  
C/O  
69 ELGIN AVE  
GEORGE TOWN POLICE STATION

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 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 16 day of MAY 2019

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 BREAKING LEASE AFTER 3 MONTHS OF 1 YEAR CONTRACT. (NOTICE FEB 14)
  - ② NOT PAYING LAST MONTHS RENT (FEBRUARY) \$3300.<sup>00</sup> - SEE LEASE.
  - ③ NOT PAYING JANUARY'S WATER BILL. SEE BILL.
  - ④ OWNER UNABLE TO RENT PROPERTY UNTIL MIDDLE OF MARCH - CAN CONFIRM WITH RENTAL AGENCY - CENTURY 21 - AGENT AMBER YATES.
  - ⑤ PLAINTIFF CLAIMS THE DEFENDANT OWES 6 WEEKS OF RENT THAT SHE WAS OUT OF FUNDS DUE TO THE UNTIMELY BREAKING OF LEASE AND REIMBURSEMENT OF UNPAID WATER BILL
- AND the Plaintiff claims:

1 The sum of KYD \$5029.<sup>00</sup>

2 Interest in the sum of \$ 0 calculated at the prescribed rate from to date.

3 Fixed costs of \$ 0, alternatively costs to be assessed.

  
\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address for service

#7A, 899 N.W POINT RD WEST BAY  
P.O Box 617, KY1-1303  
925-6663

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

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

Between:

KAREN DYCK

Plaintiff

AND:

SHAUN ANDERSON

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

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

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.

**CENTURY 21**  
Cayman Islands

Each office is independently owned and operated.

345 926 0396

ayates@century21cayman.com

century21cayman.com

802 West Bay Road

Grand Pavilion Commercial Centre

Seven Mile Beach, Grand Cayman

Cayman Islands

345 949 2100



**AMBER YATES**

Senior Sales Associate



**Water Authority - Cayman**  
*"Suppliers of the World's Most Popular Drink"*

# CUSTOMER SERVICE REQUEST FORM

Account No.

### Customer Information

Surname/Company Name Karen Ann Dyck	First Name Karen	Middle Initial A
--	---------------------	---------------------

Physical Address (House No. & Street Name) Vela 2, South Sound Road	Apartment/Suite 75	Block & Parcel No. 21B 122419
--	-----------------------	----------------------------------

Home Telephone No. 925 6663	Work Telephone No.
--------------------------------	--------------------

Home Telephone No.	E-mail karenandycka@gmail.com
--------------------	----------------------------------

### Please select the service you require:

- Reconnection   
  Off Reading   
  Temporary Disconnection   
  Add a Tenant/Authorised User  
 Meter Relocation   
  Billing Query   
  Permanent Service Removal

### Reconnection/Off Reading/Temporary Disconnection/ Permanent Service Removal

Requested Service Date: 01 / 10 / 2018

Notes:

### Add a Tenant/Authorised User

Name (Surname, First Name, Middle Initial)  
ANDERSON, SHAWN

Mailing Address P.O. Box 31008  
GRAND CAYMAN, CAYMAN ISLANDS, KY1 1205

Telephone No.  
+1-345-326-3034

Mobile No.  
+1-345-326-3035

E-mail  
NEWCASTLE3767@LIVE.CO.UK.

Tenant/Authorised User Signature 	Date 18/10/2018
--------------------------------------	--------------------

### Meter Relocation

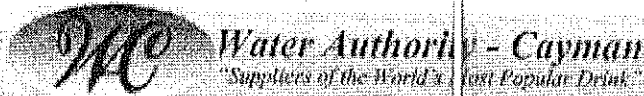
- I would like to arrange for a meter relocation.  
 Please note there is a standard fee for meter relocation which covers the cost of labour and materials.

### Bill Query Details

Notes:

Account Holder Signature 	Date
------------------------------	------

online.waterauthority.ky



Welcome KD516889 [L3]  
 103388-516889  
 Due Date: 2/21/2019  
 Account Balance: \$79.01

ACCOUNT PAYMENTS BILLS SERVICE REQUESTS PREFERENCES ABOUT US

### Account

Should you have any questions regarding your account details, please contact a Customer Service Representative.

To read our latest Newsletter please click here

KAREN A DYCK  
 P.O. Box 617,, GRAND CAYMAN, KY1-1303

### Locations

Click on an address below to see more information

Account Number	Address	Past Due	Bill Amount	Bill Due Date	Recent Payments	Balance	Action
103388	847 SOUTH SOUND RD 75	\$0.00	\$79.02	2/21/2019	\$0.00	\$79.02	
84618	141 SOUTH SOUND RD 35	\$25.88	\$78.43	2/21/2019	\$0.00	\$78.43	

### Location Details

Transactions		Consumption	Services				
Date	Due Date	Amount	Amount Owed	Description	Service	Document	
Start Date <input type="text" value="2019-01-19"/>	End Date <input type="text" value="2019-02-19"/>						
1/31/2019	2/21/2019	\$79.02	\$79.02	Billed Usage Detail		BILL00002018033	

## RENTAL AGREEMENT

**THIS AGREEMENT** is made this 17<sup>th</sup> October 2019 between Karen Ann Dyck c/o Cenwry 21 (herein after known as the Landlord) and Shaun Anderson and Susan Cardy (hereinafter known as the Tenant).

Whereby it is agreed as follow: The Landlord agrees to rent the property located at South Sound Block 21B, Parcel 122H19, Unit 75 Vela 2, South Sound Road (hereinafter known as the Premises) together with the furniture and fixtures set out in the inventory (Addendum #1) according to the conditions set out below;

1. **TERM:** The tenancy shall commence on the 19<sup>th</sup> October 2018 ending on the 31<sup>st</sup> October 2019. 13 days rent @ C\$106.45 per day is C\$1383.85. Rent to be paid on or before the 1<sup>st</sup> of each month for term of lease.
2. **RENT:** The rental amount shall be in the sum of C\$3300 per month payable in advance on or before the first day of the commencement. The payment shall be made on the acceptance and execution hereof and the landlord shall also receive a security deposit of C\$3300. The Landlord shall have the right to re-enter and take possession of the demised premises should the rent be in arrears for a period of 10 days after the date covenanted for payment whether the said rent has been legally demanded or not should there be any breach of this Agreement on the Tenants part.
3. **RENEWAL:** Any renewal or extension of this lease must be in writing and signed by all parties hereto, their successors or assigns. 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 then under the same terms and conditions as herein found except a) the monthly rate will increase by 10% of the current monthly rental amount, b) Landlord has the exclusive right to give the Tenant a (21) twenty one days notice to vacate without reason.
4. **SECURITY DEPOSIT:** The tenant has agreed to pay the Landlord the sum of C\$3300 representing the security deposit which shall be held by the landlord as security for the due performance by the Tenant of his obligations hereunder. The security deposit shall be returned at the termination of this lease, provided there are no outstanding debts or damage relating to the leased premises, without interest thereon and that the Premises is handed over with the fixture, fittings/furniture and contents and additions thereto in good and tenantable condition save normal wear and tear. **Tenant shall not have the right to apply the security deposit to the last months rent.** Security deposit will be forfeited if the rental term is not completely fulfilled. Upon inspection and assessment of vacated premises, the deposit moneys less any necessary charges for repairs, cleaning, utilities etc. will be refunded within 15 days from the date of vacating premises.

Initial of Tenant \_\_\_\_\_



5. **UTILITIES/SERVICES:** The tenant will be responsible for the payment of the utilities marked with an 'X' and indicated herein. Items not marked will be at the Owners expense, if applicable. Water consumption by running toilets not reported to the Landlord in a timely manner will be the responsibility of the tenant.

Electricity  
 Water  
 Sewage

Garbage Fees  
 Pest Control  
 TV - Cable

Lawn Service  
 Telephone

**Internet, cable TV and gas included as per condo development. Any additions at cost to tenant.**

6. **LATE CHARGES:** In the event that the rent and any expenses incurred by the tenant is not received prior to 5.00 p.m. on the 5<sup>th</sup> of the month, regardless of the cause, a late fee of CI\$30.00 per day will be charged. In the event that the tenants' check is returned or dishonoured, the Landlord will charge the tenant a penalty equal to 5% of the overdue amount.

7. **USE:** The premises shall be used exclusively as a private residence for Shaun Anderson and Susan Cardy as agreed by both parties. The tenant shall not charge, encumber, assign, underlet or part with the possession of the Premises or any part thereof. Should the Tenant decide to terminate this Lease before the expiry date, he may sublet to a third party **with the approval of the Landlord only**. An administration fee of CI\$500.00 will be payable by the tenant in this instance. Tenants leaving the unit for more than 14 days must notify landlords in writing. There shall be no lodgers.

8. **ANIMALS.** No animals allowed without Landlords permission.

9. **DAMAGES TO THE PREMISES:** The tenant will keep the premises and the furniture and furnishings therein in good tenantable repair and deliver up the same at the termination of the tenancy with the exception of damage cause by fair wear and tear, acts of God and the queen's enemies. The tenant shall be responsible for damages caused by his negligence and that of family, invitees or guests. If there is anything about the condition of the premise that is not good, tenants shall agree to submit a written report to the Landlord within 7 days of taking possession of the premises. Tenants agree that failure to file any written notice of defects will be legally binding proof that the premises are in good condition at the time of occupancy. In the event of a Hurricane Warning, the tenant will move outside patio furniture into apartment and close all windows.

10. **TENANT INSURANCE:** No rights of storage are given with this agreement or storage on common grounds of property. The landlord will not be liable for any loss of Tenants property. The tenant hereby acknowledges this and agrees to make no such claims for any losses or damage against the Landlord. The tenant agrees to purchase insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections etc. They acknowledge that if they fail to produce such insurance, it is their responsibility and they alone shall bear the consequences.

Initial of Tenant   *SC*     *SA*

11. **LANDLORD INSURANCE:** The Tenant agrees not to do or permit or suffer anything whereby the Landlord's policy or policies of insurance in or upon the Premises against fire or any other risk may become void or void-able or whereby the premium thereon may be increased and to repay the Landlord all sums paid by the Landlord by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal or such policy or policies or any other expenses or charges incurred by the Landlord rendered necessary by reason or breach or non observance of the provisions of this clause;
12. **ENTRY AND INSPECTION:** Landlord or landlords Agent shall have the right to enter the premises with reasonable or 24 hrs notice: (a) to make necessary or agreed repairs (other than when requested by a tenant or in an emergency when no notice is deemed necessary), decorations, alterations, improvements, supply necessary or agreed services, b) exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when the tenant has abandoned or surrendered the premises; (d) to check inventory and premises.
13. **STAMP DUTY:** Tenant to pay any stamp duty and registration fees that may become due on this Agreement.
14. **SMOKING.** Tenant agrees that there is to be no smoking with the Premise.
15. **MAINTENANCE, REPAIRS or ALTERATIONS:** Tenant acknowledges that Premises are in good tenantable repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, keep the Premises including all equipment, appliances, furniture and furnishings in a clean and sanitary manner. Tenant shall not make any alterations including but not limited to not painting, papering or otherwise re-decorate or make alterations to the premises without the written prior consent of the landlord. Tenant agrees to notify the Landlord immediately of any maintenance problems including but not limited to mold and mildew, roof leaks, water spots appear on ceilings or walls, or at the first sign of termite activity. Any costs incurred from not reporting these problems will be passed to the Tenant. Tenant indemnifies the Landlord/Owner against any claims in regards to health issues arising from problems not reported. The tenants specifically agree that no tacks, nails, screws etc. will be driven into the walls, nor will they be marred or torn by glue or tape, without written permission. Tenant will be responsible for and pay for any damage caused by leaving windows open during inclement weather. No off leash pets anywhere on property (if a friend comes over with dog).  
Gym rules, no external music playing. Only earbuds.  
Property with roof terraces. Need to clear any debris from drain spouts on a regular basis.
16. **HEALTH RISKS.** Upon notice by the Landlord to the Tenant that there are health risks by the continued occupation of the Premise the Tenant shall immediately vacate the Premise. The Landlord/Owner shall not be held liable for any claims arising as a result of the failure by the Tenant to comply with the provisions of this clause.

Initial of Tenant

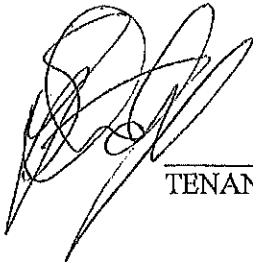


17. **INVENTORY.** Any furnishings or equipment to be furnished by the Landlord shall be set out in special inventory. (Addendum #1) The inventory shall be signed by both tenant and landlord concurrently with the lease and shall be part of the lease. Tenant agrees that all furniture and furnishings thereon will not be removed from the premises and they shall be responsible for any missing items upon inspection. Any indoor furnishings should at no time be used outside or to another premises.
18. **INDEMNIFICATION:** Owner/Landlord/Agent shall not be held liable for any damages or injury to Tenant, or any other person, occurring on the premises or any part thereof. Tenant agrees to indemnify, defend and hold Owner/ Landlord/ Agent harmless in any way relating to Tenant's occupancy from any and all claims, damages, expenses, and liabilities of any nature whatsoever with the Tenant's use or involvement at the property. Tenants shall be solely responsible for obtaining personal insurance to protect their personal property and liability.
19. **ATTORNEYS FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
20. **LANDLORD RESPONSIBILITIES:** The tenant shall be entitled to quiet tenancy provided all rents and deposits are current and tenants obligations are being fulfilled in full. The landlord agrees to keep the roofs and outside walls in good repair and carry out any repairs as necessary. The landlord agrees to keep the Premise insured against loss or damage by fire, hurricane, storm or act of God and other risks as the landlord sees fit. The landlord agrees to pay for maintenance charges of Premise and contents contained therein not including damage by Tenant, notwithstanding, normal wear and tear. If the Premises or any part thereof shall at any time during the tenancy be destroyed or damaged by fire or by any other cause so as not to be unfit for habitation and use this Agreement shall be automatically terminated and neither party shall have any rights against the other provided such damage shall not have been caused by the Tenant or then Tenants servant, agents or invitees, it being agreed that the balance of any prepaid rent and the deposit shall be refunded to the Tenant;
21. **DEFAULT AND PROPERTY BY- LAWS:** Tenant agrees to obey and comply with any Rules of Occupancy and By Laws set forth for the Premise or subdivision on which the leased residence is located. Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgement being filed against them and a lien being filed against their current and future assets/ and/or earnings and that the Landlord will be within their rights to serve the Tenants notice to vacate. Failure to comply with any necessary rules or property by-laws will be considered grounds for termination of the Agreement and loss of all deposits.

Initial of Tenant



22. **VEHICLE POLICY:** The tenant agrees never to park or to store a large commercial or recreational vehicle of any sort on the premises. Any boat to be docked at the property must be agreed in writing by both parties. Junk cars, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the premises. Utility or boat trailers are not permitted on Premise. No repairing of cars on the premise is permitted. Removal will be at the expense of the tenant. Tenants agree that any vehicle parked on unpaved areas may be towed and stored at Tenants' expense.
23. **LOCK POLICY:** No additional or change of locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks so installed at the tenant's expense, before they are installed.
24. **WORK PERMITS:** Notwithstanding the provisions of Clause 4, if the Tenant should repatriate due to non work permit renewal or transfer, and provides the Landlord with (30) thirty days written notice together with confirmation in writing from his employer or the Cayman Islands immigration Board, then this lease shall become void at the time of the expiration of the notice.
25. **SALE OF PROPERTY:** If the Premises shall be sold during the term of the Agreement the Landlord may at any time after exchanging contracts for such a sale give to the Tenant not less than two (2) months written notice to terminate this agreement and on expiration thereof the Tenant shall yield up possession of the Premises to the Landlord;
26. **TROPICAL CLIMATE:** Tropical climate without air conditioning produces MOLD! It is recommended that you always keep you're A/C on regardless if you are staying in your unit or not. Set your thermostat to at least maintain 82 degrees or mold will grow. Should YOUR mold spreads in the apartment that you are renting, it could cost YOU a lot of money;
27. **AGENTS:** Tenant and Landlord irrevocably release Century 21 Thompson Realty Ltd, agent for the Landlord, from any claim in respect to the performance by any of the parties to this agreement.
28. **NOTICE:** Any notice under this Tenancy Agreement shall be in writing and any notice to the Tenant shall be deemed to be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by prepaid registered post or left at the last known address in the Cayman Islands. Any notice to the Landlord shall be deemed to be sufficiently served if sent by prepaid registered post to the Landlord at its address herein. Any notice properly posted to the Landlord or Tenant shall be deemed to have been served within five (5) days following that on which it was posted;
29. **LAWS:** In this Tenancy Agreement where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing persons and all references to persons shall include corporations and firms and vice versa. This Agreement shall be construed in accordance with the Laws of the Cayman Islands.



TENANT



WITNESS TO TENANT

Autro  
LANDLORD  
on behalf of

J. L. Williams  
WITNESS TO LANDLORD

**SCHEDULE**

**Premises:** South Sound Block 21B, Parcel 122H19, Unit 75 Vela 2, South Sound Road

**Rent:** CI\$3300 per month to be paid on the first of each month for the term of the lease. Rent to be paid into Scotiabank - Savings - Account number 10016218 Transit number 10785

**Rental Period:** 19<sup>th</sup> October 2018 ending 31<sup>st</sup> October 2019 inclusive.

**Deposit:** CI\$3300 to be held by the Landlord for the term of the lease.

**Landlords Particulars:** Name: Karen Ann Dyck  
Address: PO Box 617, KY1-1303  
Tel: 925-6663  
Email: karenandyck@gmail.com

**Tenants Particulars:** Name: Shaun Anderson, Susan Cardy  
Place of Employment: RCIP, CID,  
GEORGE TOWN POLICE STATION  
Address: DETECTIVE CONSTABLE  
PO BOX 31008, KY1-1205  
Tel: Shaun 326-3035, Susan 326-3035  
Email: [susancardy@sky.com](mailto:susancardy@sky.com)  
[newcastle3767@live.co.uk](mailto:newcastle3767@live.co.uk)

# Royal Cayman Islands Police Service

Incident Case Number: 2019-005435

Reporting Agency: Royal Cayman Islands

Print Date/Time: 05/02/2019 11:36:18

**Disclaimer: The information contained within this report is reflective of the investigation at the date and time of its printing.**





# INCIDENT/INVESTIGATION REPORT

Royal Cayman Islands Police Service

Case # 2019-005435

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

	IBR	Status	Quantity	Type Measure	Suspected Type	
D R U G S						

Assisting Officers

Suspect Hate / Bias Motivated:

**NARRATIVE**

Complainant attended the George Town Police Station and made a report that Shaun Anderson owed her rent of \$3300. Complainant was then directed to Insp PARCHMENT who advised her to attend the Professional Standards Unit and make a complaint.

