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PLAINT

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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORE TOWN, GRAND CAYMAN

CAUSE NO. SC *114* 2019

BETWEEN: Elizabeth Senior  
AND: Aaron Byfield

PLAINTIFF  
DEFENDANT



TO: Aaron Byfield, Levy Apartment  
West Bay, Grand Cayman

**THIS PLAINT** has been issued against you by the above-named Plaintiffs 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 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 *15<sup>th</sup>* day of May, 2019.

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PARTICULARS OF CLAIM

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1. That on or about April 1, 2018, defendant entered into a written lease agreement with the plaintiff for the rental of Apt #3 at Block 1D, Parcel 376, North West Point, West Bay, Grand Cayman for the term of 12 months at the monthly rate of CI\$1,000.00 payable in advance on the 1<sup>st</sup> day of every month commencing April 1, 2018.
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. The defendant was further required to pay CI\$1,000.00 as a security deposit.
4. The defendant occupied the premises for residential purposes.
5. After a few months in the said Apt, the defendant requested a lower priced rental Apt, which was provided to him at the rate of CI\$800.00 per month.
6. In breach of the terms of the agreement, the defendant failed or refused to pay the full rental of CI\$1,000.00 or CI\$800.00 per month and as at May 15, 2019 he owed a total of CI\$3,600.00 in rent arrears plus CI\$15.00 a day in penalty (May 7-15<sup>th</sup>, 2019 @ \$15.00 per day) and unpaid utilities for a total of CI\$3,735.00 exclusive of utilities.
7. The plaintiff has written to the defendant demanding that he pays all arrears of rent monies and outstanding utility bills in full without any success.
8. And the plaintiff claims the said sum of CI\$3,735.00 from the plaintiff for breach of the agreement and the plaintiff claims interest on the said sum.

**Statement regarding interest**

- a) The plaintiff seeks interest in accordance with the Judicature Law (1995 Revision) and the Judgment Debts (Rates of interest Rules AS amended from time to time).
- b) Interest is claimed from date of filing the Plaintiff until payment in full.
- c) The rate of interest is 2 3/8% per annum

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

1. The sum of CI\$3,735.00 for breach of the lease agreement.
2. Interest on the said sum pursuant to the law and the Rules to date of full payment.

3. Fixed costs plus filing and service fees or alternatively costs to be assessed

DATED this 15<sup>th</sup> day of May, 2019.



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.

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ACKNOWLEDGMENT OF SERVICE

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IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE No. SC

OF 2019

BETWEEN: Elizabeth Senior

PLAINTIFF

AND: Aaron Byfield

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE**

1. State the 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 need 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 particulars of your defence overleaf.

Service of the PLAINT is acknowledged accordingly.

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Defendant's Signature

Dated this            day of            , 2019

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).

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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.