

PARTICULARS OF CLAIM

1. The Plaintiffs are the legal registered owners of the property known as 12 Siesta Registration Section: S.P. 500, Block 15C and Parcel 313H6, (off Fairbanks Road), George Town, Grand Cayman (the "**Property**").
2. By Contract contained in a written agreement dated the 18th day of September 2018 (the "**Lease Agreement**") between the Plaintiffs and the Defendant(s), it was expressly agreed within the Lease Agreement that the 2nd Defendant would rent the Property.
3. And, by agreement contained in correspondence directly with the Plaintiffs (and or the Plaintiffs' representative at the time), Athena Miralda, then of Trident Properties Cayman Islands Ltd, the 1st Defendant constructively became a party to the Lease Agreement by agreeing to pay the monthly rent due from the 2nd Defendant under said Lease Agreement.

4. It was among other terms, an expressed term of the Lease Agreement (Clause 2) that the:

"The rental amount shall be in the sum of \$1800 per month payable in balance on or before the first day of each month for the duration of the term of this Lease."

5. In breach of said Clause 2, the Defendant's failed to pay the rent due for January 2019 and February 2019.
6. It was also a term of the Lease Agreement (Clause 9) that:

"The Tenant will keep the Premises and the furnishings therein in good tenantable repair and deliver up the same at the termination of the tenancy with the exception of damage caused by fair wear and tear and acts of God and any other extraneous events beyond the control of the Tenant. The Tenant shall be responsible for damages caused by his negligence and that of family, invitees or guests."

7. In breach of said Clause 9, the 2nd Defendant who primarily occupied the Property with her children, vacated the Property in exceptionally poor condition leaving the Property with substantial damage, in a deplorable state with visible deterioration to it and its contents.

8. It was also a term of the Lease Agreement (Clause 28) that:

"Any notice under this Lease shall be in writing...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 the date on which it was posted.”

9. In breach of said Clause 28, the 1st Defendant, also vacated the Property without notice due under the terms of the Lease Agreement.
10. All the time the 1st Defendant made known to the Plaintiffs that he was responsible for paying the rent under the Lease Agreement.
11. In all material correspondence from April 2019 through to the present, the 1st Defendant responded to, and engaged with the Plaintiff's Attorneys, accepting the debt. The 1st Defendant also consistently made promises to the Plaintiff's Attorneys to personally clear the debt claimed but he failed to honour such promises.
12. Pursuant to the Lease Agreement (Clause 6):

“In the event that rent/or any expenses incurred by the Tenant are not received prior to 5.00 p.m. on the 5th business day of the month, regardless of the cause, a late fee of CI\$30.00 per day will be charged.”

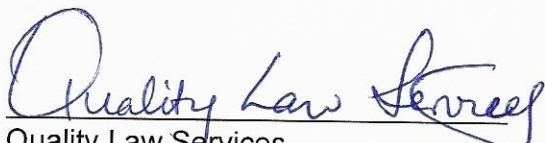
13. In Breach of the express and/or the implied terms of the Lease Agreement, the Defendants have to date failed to pay the debt due as detailed below.

AND THE PLAINTIFFS claim:

1. The sum of CI\$15,613.00 Cayman Islands Dollars for rental loss, damage to the Property and including late fees at the rate of CI\$30.00 as prescribed in the Lease Agreement;
2. The Defendant(s) shall also be liable to pay the Plaintiff(s) simple interest at such rate as the court thinks fit, not exceeding the rate prescribed by rules of court, on all of the debt for all of the period between the date when the cause of action arose and the date of payment; and
3. Fixed costs for legal fees to be assessed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed further proceedings will be stayed.

The money must be paid to the Plaintiff or their Attorney.



Quality Law Services
Attorneys-at-Law for the Plaintiffs

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, P.O. Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

THIS PLAINT was issued by Quality Law Services the Plaintiff's Attorney, whose address for service is Suite 102 Cannon Place, North Sound Road.