

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. SC of 2021

BETWEEN:

WILLIAM BERKLEY WHITE

Plaintiff

AND:

KIARA McLAUGHLIN

Defendant



PLAINT

TO THE DEFENDANT:

KIARA McLAUGHLIN, C/O McGrath Tonner, 5th Floor, Genesis Floor, 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 Complaint 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 Acknowledgement 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 on 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 4th day of November 2021.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

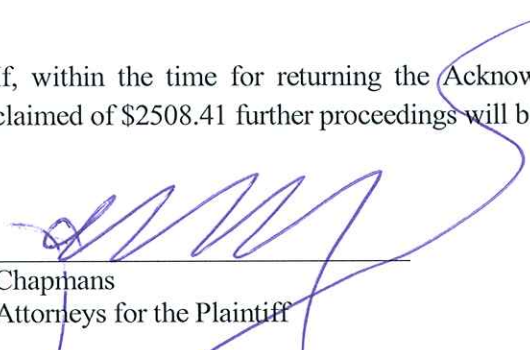
THE PLAINTIFF claims that:

1. The Defendant was the tenant of the leased premises and the Plaintiff was her Landlord.
2. The property known as Apt 4, 853 Walkers Road, George Town was rented to the Defendant through the Needs Assessment Unit and she agreed with the Plaintiff to take the tenancy and pay rent for the premises on a monthly basis.
3. There were express alternatively implied terms of the agreement that the Defendant would (a) pay her rent on time, (b) exercise all reasonable care when using the premises and (c) return the premises to the Plaintiff in the same condition as when she moved in and making good any damage(s) done by her to the premises while occupying them at the rent.
4. The property was handed over to the Defendant in good order and condition, without any damage to the walls.
5. When the Defendant left the premises she left sheetrock walls damaged in breach of contract. The Plaintiff has suffered loss and damage and the repairs cost the Plaintiff a total of \$1,029.03.
6. In addition, there is an outstanding rent payment of \$600 for the month of March 2021 and unpaid utility bills for the periods of January to March 2021 in the sum of \$328.94.
7. The Plaintiff claims interest pursuant to statute on his damages at the daily rate of KYD 0.13 from 1 May to the date hereof being KYD 24.44 and continuing until judgment or sooner payment.

AND THE PLAINTIFF claims:

1. The principal sum of \$1,957.97 plus interest of \$24.44 = \$1,983.41
2. Continuing interest as aforesaid;
3. Court issue fee \$25.00 and costs of \$500.00;

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$2508.41 further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney


Chapmans
Attorneys for the Plaintiff

Plaintiff's Address for Service:

CHAPMANS
81 West Church Street
West Bay KY1-1303
jchapman@chapmanslegal.com

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Plaintiff

AND:

KIARA McLAUGHLIN

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 Plaintiff is acknowledged accordingly.

.....
Defendant's Signature

Dated this _____ day of _____ 2021

See overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds on which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINER - This form must be taken or send 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