



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_\_ OF 20 \_\_\_\_\_

vs:

Alan & Vana Bennett  
Plaintiff

AND:

Belkis Soler & Kenneth Davis Jr.  
Defendant

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PLAINT

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To the Defendant

P.O. Box 10400  
Grand Cayman KY1-1004  
Cayman Islands

**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 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 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 any further notice to you.

Issued this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

See overleaf for particulars of the Plaintiff's claim

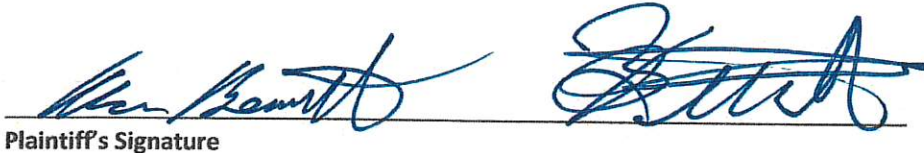
**PARTICULARS OF CLAIM**

1. Lease agreement was made on 30<sup>th</sup> September 2021 the Defendant took possession of the premise at #3 Mizpah Apartments, Adonis Dr, Block 9A; Parcel 16H3. The Defendant failed to transfer the utilities into their names until November 2<sup>nd</sup>, 2021. Which resulted in the Plaintiff being issued the bill for the utilities consumed. The Defendant was made aware of this and agreed with the Plaintiff on multiple occasions that the bill would be taken care of.
2. The Defendant failed to take care of the utilities as promised. The Utilities company then issued a claim with the Cayman Islands National Credit Bureau for the outstanding amounts in the Plaintiff's name on April 5<sup>th</sup> 2022. After several attempts to have the Defendant settle the utilities bill the Plaintiff contacted the CI Credit Bureau on June 13<sup>th</sup>, 2022 and settled the bill.
3. The Defendant made a request on April 7<sup>th</sup>, 2022, in regard to paying the rent towards the middle of the month as she had to make a trip overseas. The Plaintiff was promised that the rent would be paid upon immediate return to Grand Cayman on April 22<sup>nd</sup>, 2022.
4. On April 23<sup>rd</sup>, 2022 the Plaintiff contacted the Defendant to check on the rental payment. The Defendant was stuck overseas due to a passport issue. The Plaintiff was informed that the rent would be paid upon the following Friday April 29<sup>th</sup> 2022 on the 29<sup>th</sup> the Plaintiff was told that the rent would be paid on Monday.
5. On May 5<sup>th</sup> the Defendant was contacted and told that now both April and May rental payments were due along with the late fee of CI\$25 for each month. To which the Defendant agreed and said the full amount would be paid on Tuesday May 10<sup>th</sup>.
6. May 10<sup>th</sup> the Defendant only produced payment for April's rent without the late fees. At which time the Plaintiff was informed that the May 2022 rental payment would come the following week along with the late fee of CI\$25
7. May 26<sup>th</sup> the Defendant was contacted for an update in regards to the rental payment for the month of May 2022 and was told the payment would be made soon.
8. June 1<sup>st</sup> comes and still no rental payment for May 2022. The Defendant promises again that the rent will be paid on June 2<sup>nd</sup>. The Defendant again does not stick to their word and no payment is made.
9. June 8<sup>th</sup> the Plaintiff finally gets contact from the Defendant that the payment will be made for May on the coming Friday and Promises to cover the payment for June on the following Friday.
10. June 10<sup>th</sup> the rental Payment for the month of May 2022 is made by the Defendant as promises.
11. Rental Payment for the month of June 2022 was never paid. Nor was the payment for July 2022

**AND the Plaintiff Claims:**

1. Utilities bill paid to the CI Credit Bureau in the sum of CI \$349.84

2. The rental Payment for the months of June 2022 & July 2022 along with the late fees for each month as per the lease agreement. CI \$3,900.00
3. Any repairs for damages to the Plaintiff's property upon eviction on July 30<sup>th</sup> 2022
4. Cover all utilities up to said time of eviction on July 30<sup>th</sup> 2022
5. An interest rate of CI \$100.00 per month until the matter is settled
6. All cost to be assessed associated with this Claim



Plaintiff's Signature

**Plaintiff's Address for service:**

P.O. Box 314 WB  
Grand Cayman, KY1-1301  
Cayman Islands

Tel: 925-8762 / 925-8761

E: vbennett284@gmail.com

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_\_ OF 20 \_\_\_\_\_

BETWEEN:

Alan & Vana Bennett  
Plaintiff

AND:

Belkis Soler & Kenneth Davis Jr.  
Defendant

\_\_\_\_\_  
Acknowledgement of Service  
\_\_\_\_\_

1. Defendant's Name and Address

Belkis Soler & Kenneth Davis Jr.  
#3 Mizpah Apartment, Adonis Dr, West Bay  
P.O. Box 10400  
Grand Cayman KY1-1004  
Cayman Islands

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 \_\_\_\_\_, 20\_\_

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he/she 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, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.