



THE SUMMARY COURT AT GEORGE TOWN
CAYMAN ISLANDS

SC. OF 2022

BEFORE:

MAGGIE JACKSON

Plaintiff

AND:

ELIZABETH BELCIA AUBOINE

Defendant

PLAINT

To: Elizabeth Belcia Auboine
78 Simon Crescent #1 Pleasant Palms
West Bay, Grand Cayman
P.O. Box 302, KY1-1501, Cayman Islands
Phone: 917-4875
Email: belcia.auboine@gmail.com

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, P.O. Box 495, 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 *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 7th day of December, 2022

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is the registered proprietor of property located at #1 Pleasant Palms, Grand Cayman, Cayman Islands and registered on the Cayman Islands Land Registry as Registration Section WBNW, Block 4D and Parcel 454H1 (“the Property”).
2. Under the terms of the Lease Agreement, the Defendant entered in a lease agreement with the Plaintiff on the 28th day of September 2021 (“the Lease Agreement”) to pay CI\$1,700.00 per month to the Plaintiff to rent the Property from the Plaintiff.
3. Under the terms of the Lease Agreement, the Defendant further agrees with the Plaintiff to rent the Property for a period of six (6) months commencing on the 1st day of October 2021 and ending on 31st day of March 2022 (“the Tenancy Period”).
4. Under the terms of the Lease Agreement, the Defendant also agrees with the Plaintiff that Tenancy Period will extend for an additional six (6) months pending approval of the Needs Assessments Unit (“NAU”) to extend the rent payment for the additional six (6) months.
5. The Defendant agrees with the Plaintiff that Tenancy Period would end 30th September 2022 in the instance where the NAU would pay the additional six (6) months rent.
6. Under the terms of the said Lease Agreement, the Defendant agrees with the Plaintiff that rents shall be paid on the 1st day of each month in advance.
7. The Defendant further agrees with the Plaintiff, that the Plaintiff shall have the right to re-enter and take possession of the Property should the rent be in arrears for a period of fifteen (15) days after the agreed payment day which is the first day of each month.
8. The Defendant has failed to make the rent payment under the terms of the Lease Agreement.
9. As at the 7th day of December 2022, the Defendant rent is in arrears of CI\$5,550.00.

10. The Defendant owes the Plaintiff rent in the amount of CI\$5,550.00.
11. As at the 7th day of December 2022, the Defendant is still in occupation of the Property.
12. The Defendant agrees that that Plaintiff has the right to terminate the Lease Agreement withing fourteen (14) days' notice and take possession of the Property if the tenant ins in breach of the Lease Agreement.
13. The Defendant is in breach of the Lease Agreement.
14. The Plaintiff served notice to vacate on the Defendant on 23rd August 2022 giving the Defendant over one months' notice (37 days).
15. The Plaintiff served a Notice Before Forfeiture on the Defendant on the 24th day of November 2022 giving the Defendant fourteen (14) days notice to remedy her breach.
16. As at 7th day f December 2022 the Defendant has not remedied her breach o the Lease Agreement.
17. The Defendant refuses to vacate the Property despite the Plaintiff requests and notice to vacate.

AND THE PLAINTIFF CLAIMS:

- (a) The sum of CI\$5,550.00;
- (b) Interest on the sum of CI\$550.00 at the rate of 5% per annum compounded monthly from the date of judgment until settlement of the judgment.
- (c) Costs.
- (d) Further or other relief as the Court deems fit.

If within the time for returning Acknowledgement of Service, the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$5,550.00 (together with interest and costs) all further proceedings will be stayed.

Dated this 7th day of December 2022

Sonia Bush & Assoc.

Sonia Bush & Associates
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: Elizabeth Belcia Auboine
78 Simon Crescent #1 Pleasant Palms
West Bay, Grand Cayman
P.O. Box 302, KY1-1501, Cayman Islands
Phone: 917-4875
Email: belcia.auboine@gmail.com

THIS PLAINT is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Sonia Bush & Associates, Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.