



SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 2023

BETWEEN: THE PROPRIETORS OF STRATA PLAN 136

PLAINTIFF

AND: DANIEL SPENCE

DEFENDANT

PLAINT

To the Defendant *l*
General Delivery *P.O. Box 1316*
Grand Cayman *KY1-1503*
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 Complaint 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 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 16th day of February 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a strata corporation established under the Cayman Islands Strata Titles Registration Act (2013 Revision) (the "**Law**"), being a condominium development known as Woodland Mews Condominiums (the "**Strata**"). The Strata is capable of bringing proceedings by virtue of section 5(1) of the Law.
2. The Defendant, at all material times, is and was the registered owner of one of the Strata lots, being Block 32B, Parcel 92 H3 known as, Strata lot 3 ("**Strata Lot 3**") of the Strata.
3. The control, management, administration, use and enjoyment of the Strata lots and the common property contained in the registered strata plan of the Plaintiff is regulated by the Plaintiff's registered By-Laws (the "**By-Laws**").
4. By virtue of section 21(7) of the Law, the By-Laws of the Strata in force at any time shall bind the owners of units at the Strata including the Defendant.
5. Pursuant to By-Law 34(b) of the By-Laws of the Strata, it is the Defendant's obligation to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of Strata Lot 3.
6. Pursuant to By-Law 34(c)(1) and (2) of the By-Laws it is the Defendant's obligation to pay within 14 days of demand:

"All contributions necessary to establish and maintain a fund for administrative expenses sufficient in the opinion of the Corporation for the control, management and administration of the common property, for the payment of insurance premiums and for the discharge of any of the other obligations of the Corporation; and

All other costs and expenses incurred by the Corporation in connection with the performance of its duties under the Law and under the By-Laws."
7. At a meeting of the Strata Corporation held on 23 May 2019 it was resolved that:
 - a. the strata payment level pertaining to strata lot #3 remain at CI\$30 per month until the repairs are completed but no later than the end of 2018; and
 - b. upon the completion of the repairs to strata lot #3 or at January 2019 (whichever occurs sooner), the strata payment level for strata lot #3 be increased from CI\$30 to CI\$200.
8. At a further meeting of the Strata Corporation held on 18 May 2022, it was resolved that:

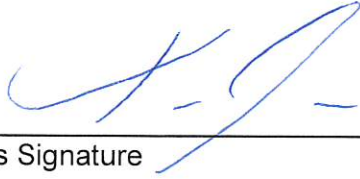
With effect from 1 July 2022 that the strata payment obligation in respect of Strata Lot 3 be increased to CI\$325.
9. On numerous occasions, the Plaintiff has notified the Defendant of the ongoing strata obligations and the amounts outstanding in respect of Strata Lot 3 and such notices have been provided on an ongoing basis. Examples of such demand notices include, but are not limited to, notices issued on the following dates for the following amounts:
 - a. 9th May 2022 – CI\$9,737.49
 - b. 6th July 2022 - \$10,003.52
 - c. 16th September 2022 – CI\$10,367.98

- d. 4th November 2022 – CI\$11,077.98
 - e. 9th January 2023 – CI\$12,456.25
10. However, the Defendant has made only sporadic payments each month which has resulted in a strata and interest amount owed of \$13,156.34 as of 10 February 2023;
 11. This also includes \$4,545.49 awarded in the legal judgment dated 30th March 2022 (relating to \$4,437.49 in arrears and \$108 in interest).
 12. Following an expression of interest to purchase the common property areas beneath Strata Lot 3 and strata lot 4 by the respective proprietors of such strata lots, the Plaintiff commissioned an evaluation of the aforementioned common property areas by DDL Studio (the “Evaluators”). The common property area beneath Strata Lot 3 was valued at \$4,000 and the common property area beneath strata lot 4 was valued at \$14,000 and the Plaintiff agreed that such common property could be purchased by the respective proprietors for the respective amounts determined by the Evaluators. On 22 March 2019, the proprietor of strata lot 4 paid the agreed amount of \$14,000 for the common property area beneath strata lot 4 and commenced construction to enclose and incorporate the area into strata lot 4. Following the commencement of such works by the proprietor of strata lot 4, on 1 July 2019, the Defendant completed construction work at the rear of Strata Lot 3 blocking off the access to the common property located in the area below Strata Lot 3 despite not paying the agreed \$4,000 for said common property to the Plaintiff. The Defendant was advised that payment for this area still needs to be satisfied and have demanded the settlement of \$4,000 plus interest.
 13. The Plaintiff has sought to be reasonable in dealings with the Defendant, however there is significant difficulty for the Strata to meet obligations as they fall due and the Defendant is now obligated to pay the Plaintiff all owed Strata amounts and interest in keeping with the By-laws.

AND the Plaintiff claims:

- (1) The strata amount of \$3,362.51;
- (2) Interest on the strata amount of \$85.51 calculated at the prescribed rate in accordance with the By-Laws from 30 May 2022 to 1 February 2023;
- (3) The purchase amount of \$4,000 in respect of the common area below Strata Lot 3;
- (4) Interest on the purchase amount of \$162.83 calculated at the prescribed rate in accordance with the By-Laws from 30 May 2022 to 1 February 2023;
- (5) Interest to continue until this matter is settled;
- (6) The Special Assessment for Insurance Premium Balance of \$1,000.00;

- (7) The 4,545.49 awarded in the ruling previously delivered;
- (8) Fixed costs of \$175.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P.O. Box 1203
Grand Cayman KY1-1503
Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 2023

BETWEEN: THE PROPRIETORS OF STRATA PLAN 136

PLAINTIFF

AND: DANIEL SPENCE

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

Daniel Spence
P.O. Box 1316
Grand Cayman KY1-1503
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 _____ 2023

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)

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.