



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Joanna Victoria Lewis

Plaintiff

AND:

Sue Mineiro

Defendant

To the Defendant

PO Box 2681
Grand Cayman
KY1-1111

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff 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 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 1 day of Sept 2023

See overleaf for particulars of the Plaintiff's claim


PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

See attached document

AND the Plaintiff claims:

- 1 The sum of C1 \$1,405.45
- 2 Interest in the sum of \$ zero calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.



 Plaintiff's Signature

Plaintiff's address for service

PO Box 30575 Grand Cayman KY1-1203	18 Park Road Bath BA1 3EE UK
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Tel: +44 7481 227677
 joanna_lewis@hotmail.com

PARTICULARS OF CLAIM

1. The Defendant voluntarily entered into a residential lease agreement for 62 San Sebastian on Jan 20th, 2023. Terms included (clause 2) that the rent be paid in full on the 1st of each month, (clause 4) that the deposit could not be used for the last month's rent, and (clause 6) that a late fee of CI\$50 per day would be charged for non-payment of rent, starting 5 business days after the rent was due.
2. On 1 June 2023 the Defendant breached this contract by failing to pay rent for the month of June 2023, thus accruing late fees from 8 to 30 June, the date the lease ended. Late fees total CI\$1,150.
3. On 7 June the Defendant emailed stating that she was not in a position to pay further rent.
4. Upon the Defendant vacating the unit, several items required replacement – TV remote and mattress protector - as well as additional cleaning, totalling CI\$255.45.

Plaintiff: 
Joanna V. Lewis

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Joanna Victoria Lewis

Plaintiff

AND:

Sue Mineiro

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Po Box 2681
Grand Cayman
KYI-1111

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__

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