



AND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

ALAN CUMMINGS
RITA CUMMINGSFIRST PLAINTIFF
SECOND PLAINTIFF

AND:

JOSEPH STASIUK
REBECCA DONEFIRST DEFENDANT
SECOND DEFENDANTWRIT OF SUMMONS

TO:

Joseph Stasiuk and
Rebecca Done
PO Box 399
Grand Cayman, KY1-1106
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, Grand Cayman, Cayman Islands the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5th day of September 2024

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The First and Second Plaintiff hereinafter known as (the "Plaintiffs") are and were at all material times the Proprietors of Block 17A, Parcel 10/1/21/H1 known as Apartment #1, Turnberry Villas East located in Grand Cayman, Cayman Islands.
2. On 1st July 2023, the Proprietors entered in to a Lease Agreement with the First and Second Defendant (the "Tenants") acting through Annie A. Multon & Co. Ltd. (the "Agent") in respect of the property.
3. In accordance with Clause 4 of the Lease Agreement the rental amount of CI\$3,400.00 is due and payable each month on the date of the issuance of the invoice.
4. Pursuant to Clause 10.C.7.(ii) of the Lease Agreement...

"If the rent shall remain unpaid for a period in excess of five (5) days after the Due Date the parties mutually agree that the Landlord shall be entitled to recover an additional charge of CI\$250.00 on account of the administrative and recovery costs for each fourteen (14) days or part thereof that the rent shall remain outstanding."

5. On 3rd June 2024, the Agent issued Invoice 4135 in the amount of CI\$6,950.00 to the First and Second Defendants in respect of the rent for May and June 2024 and the Late Payment Fee.
6. On 28th June 2024(12:44pm), the Agent emailed the First Defendant and said...

"Since our last conversations (one with mum and one with me), we have still not received the rent for May and June, noting that July's rent is right around the corner. We need to get this sorted today and see the funds in the account, prior to contacting the owner and seeing how they would like to legally proceed."

7. The First Defendant replied to the Agent on 28th June 2024 (2:04pm) stating...

"I have got the situation sorted. I've been trying to call Annie but it says her service is unavailable."

8. On 28th June 2024(2:45pm) the Agent wrote to the First Defendant advising...

"We are still not seeing the funds in the account. Do you have a copy of the transfer copy so that we can have for our records."

9. The Agent wrote again to the First Defendant on 5th July 2024, to say...

"We will confirm on receipt of the email from you, advising on the transfer of funds for the 3 months outstanding for the Turnberry unit villa, which is to be applied for May, June and July."

10. Despite repeated demands on 28th June, 5th and again on 6th July 2024, by the Agent to the First and Second Defendants to remit payment they have failed or refused to make payment.
11. Pursuant to Section 56 of the Registered Land Law (2018 Revision) the First and Second Defendant were served an Eviction Notice dated 9th July 2024.
12. In accordance with Clause 10.C.2.(ii) of the Lease Agreement the First and Second Defendant were given seven (7) days to vacate the premises which expired on 16th July 2024 for their breach of failing to pay the rent.
13. The Plaintiffs instructed their Attorney who issued a Letter before Action dated 23rd July 2024 to the First and Second Defendants. They did not adhere to its demands.
14. When served with the Letter before Action on 24th July 2024 (11:55pm), the Second Defendant advised the Attorney that she had vacated the premises several months prior and had not signed the Lease Agreement which she believed the First Defendant had forged her signature. The signatures on the Lease Agreement were witnessed by Alexandra Stasiuk. The Second Defendant also told the Attorney that she would visit the First Defendant to discuss the payment of the outstanding rent.
15. On 24th July 2024 (12:47pm) the Second Defendant emailed the Attorney to say...

"I have just spoken with Joseph and he claims that it has been taken care of, that the money owed is paid. Can you confirm this?"
16. The Attorney wrote to the Second Defendant on 24th July (1:08pm) to advise...

"Please confirm the amount which Mr. Stasiuk said he paid and send through a copy of the bank payment confirmation slip for tracking purposes. For the record, Mr. Stasiuk should have contacted me to arrange the payment and I did not receive a telephone call nor email from him at the time of writing this correspondence."
17. The Second Defendant replied on 24th July (1:24pm) to the Attorney:

"Unfortunately he has not given me any proof of payment. I will be going over again later today, he has agreed to sell either of the two cars (emphasis added) but is absolutely not up to the task. I have contacted a friend that hopefully can help me list them properly for sale etc. I will ask for to see proof when I am back at Turnberry."
18. On 29th July 2024, the First Defendant wrote a letter to the Attorney advising that August's rent of C\$3,400.00 had been paid into the Agent's bank account, and ...

"made a reasonable proposal that provides for full payment of rent on an ongoing basis and settlement of the Overdue Payment within a reasonable period (30 days)."

19. The Attorney responded to the First and Second Defendant on 29th July 2024, advising that the payment had been applied towards the outstanding rent for May and not August as indicated by the First Defendant. The Attorney made clear that the deadline to vacate the property expired on 15th July 2024; and that the Landlord required payment of the outstanding debt and the First and Second Defendant were to immediately vacate the property.
20. On 30th July the First Defendant sent a further letter to the Attorney reiterating...

(iii) "as detailed with My letter (letter to Andersons dated 29th July 2024) I have made a reasonable proposal that provides for full payment of rent on an ongoing basis and settlement of the Overdue Payment within a reasonable period (30) days."
21. On 30th August the Agent advised the Attorney that the First and Second Defendant sent a payment of CI\$3,400.00 for September which had been applied towards the outstanding rent for June.
22. As at 5th September 2024, the First and Second Defendant are indebted to the Plaintiffs in the principal sum of CI\$26,786.25.
23. Furthermore, the Plaintiff's entitlement to payment continues to accrue on a monthly basis and, if payment is not made in accordance with the Lease Agreement the Plaintiff will add the accrued amounts to the sums claimed therein.
24. By reason of the First and Second Defendant's breach and by reason of their failure to pay the arrears the Plaintiffs have suffered loss and damage.
25. In addition, the Plaintiffs seeks interest calculated as set out below.

STATEMENT REGARDING INTEREST

26. The Plaintiffs seeks pre and post judgment interest from the date of issue of proceedings at the rate of 2.375% per annum pursuant to Section 34 of the Judicature Law (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision) as amended from time to time.
27. The interest rate claimed is 2.375% per annum.
28. Interest is claimed on the sum claimed from the date in the Letter before Action which is dated 23rd July 2024.
29. The amount of interest owing at the issue of the Writ is CI\$222.89.

AND THE PLAINTIFF CLAIMS:

30. A declaration that the First and Second Defendants are in breach of the Terms and Conditions of the Lease Agreement dated 1 July 2023.
31. A declaration that the Lease Agreement has been forfeited.

32. An Order that the First and Second Defendants vacate the property forthwith.
33. The said sum of CI\$26,786.25 as monies due and owing.
34. Interest as aforesaid.
35. Costs.
36. Such further and other relief as this Honourable Court may deem fit.
37. If within the time for returning the Acknowledgement of Service the First and Second Defendant pays the Attorney for the Plaintiffs the total amount of CI\$27,009.14 and vacates Block 17A, Parcel 10/1/21/H1 known as Apartment #1, Turnberry Villas East located in Grand Cayman, the Cayman Islands further proceedings will be stayed.

ANDERSONS
ANDERSONS
Attorney for the Plaintiffs

THIS WRIT was issued by ANDERSONS whose address for service is 81 Billy Manderson Drive, PO Box 31559, Grand Cayman, KY1-1207, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G2024-0222

BETWEEN:	ALAN CUMMINGS RITA CUMMINGS	FIRST PLAINTIFF SECOND PLAINTIFF
AND:	JOSEPH STASIUK REBECCA DONE	FIRST DEFENDANT SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

 2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

D	yes	D	no
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 3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

D	yes	D	no
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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

ANDERSONS
81 Billy Manderson Drive
PO Box 31559
Grand Cayman, KY1-1207
Cayman Islands
Email: hbodden@Andersons345.com
Telephone: 345.938.571

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.