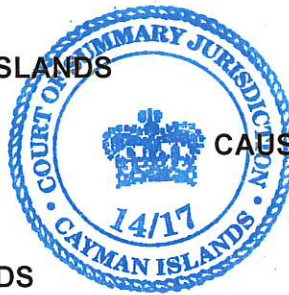


IN SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION



CAUSE NO: SC 0064 of 2018

BETWEEN: PEART ANDRADE EDWARDS

PLAINTIFF

AND: KEISHA McLAUGHLIN

RESPONDENT



ORIGINATING SUMMONS

LET ALL PARTIES attend before a judge of the Summary Court at the Law Courts, George Town, Grand Cayman on the 4<sup>th</sup> day of May 2018 at 10:00'clock am / pm for an Order in the following terms:

1. An Order to enforce the Notice served on the Respondent to vacate premises known as Number 65 Colby Drive, Newlands Grand Cayman;
2. An Order for the Respondent to pay to the Plaintiff the sum of CI\$3,950.00 which sum represents unpaid rent due and owing to the Plaintiff;
3. The accrued interest in relation to the aforementioned sum.
4. An Order awarding costs associated with the filing of this Summons against the Respondent.
5. Any other Order that this Honourable Court seems fit.

DATED this 17 day of APRIL 2018

FILED this 17 day of April 2018

TIME ESTIMATE: the estimated length for hearing of the Summons is 1 hour.

To : The Clerk of the Court

And to: Keisha McLaughlin

63 Colby Drive

Newlands

THIS SUMMONS was filed by BRADY Attorneys at law, Attorneys for the Plaintiff, whose address for service is that of his said Attorneys, Building B6 Crown Square, Eastern Av. George TOWN, Grand Cayman.

IN SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: SC

of 2018

BETWEEN: PEART ANDRADE EDWARDS

PLAINTIFF

AND: KEISHA McLAUGHLIN

RESPONDENT

STATEMENT OF CLAIM

1. I am the Plaintiff in this matter. In so far as the facts and matters set out within the Statement of Claim are within my own knowledge, they are true, and in so far as they are not within my own knowledge, they are true to the best of my information and belief.
2. I make this Statement of Claim in support of my application for:
3. An Order to enforce the payment of the sum of CI\$3,950.00 to me by the Respondent, as payment for unpaid rent.
4. On the third day of October, 2017 I entered into a contractual rental agreement ("**the Agreement**") between the Needs Assessment Unit (**NAU**) and Ms. Keesha McLaughlin (**the "Tenant"**) for the renting of property owned by me and located at 63 Colby Drive, Newlands ("**the Property**").
5. The agreed total rental, was nineteen hundred dollars (\$1900.00) per month exclusive of utilities; payable on the thirtieth (30<sup>th</sup>) day of each month.
6. In the agreement, it was stated that the **NAU** would take on the responsibility for the monthly part payment of one thousand two hundred dollars (\$1,200.00) while the Tenant would be responsible for paying seven hundred dollars (\$700.00). (see copy of the Agreement marked and produced as Exhibit ("**PE1**")
7. It was further agreed that any failure to pay on the set date being the thirtieth of each month, any arrears will attract a penalty in the form of late payment fees; in the sum of three hundred and fifty dollars (\$350.00).
8. Prior to the Tenant taking up occupancy of the Property, the **NAU** paid their part in full for two months, and the Tenant agreed to add her first month's rent; as per the

Agreement. However, at the time, the Tenant paid only four hundred dollars (\$400.00) and kindly requested of me, three days to pay the balance, to which request I the landlord obliged. The Tenant failed to make the payment within the time and it was subsequently paid fifteen days later; after I made several request for it.

9. The following month was the same, as the Tenant failed to make her payment on time. She made a part payment of four hundred dollars (\$400) and after several attempts to collect the balance, it was paid twenty days later; excluding the late payment fee of a hundred and sixtyfive dollars (\$165.00) then owing.
10. In addition, there was a disconnection of the utilities by the authorities and this clearly proved that the Tenant was not fulfilling her contractual obligations to pay her utility bills, which conduct on her part reflected poorly on my credit status; as the utilities are registered in my name.
11. Upon realizing that she was delinquent in making the required payments in a timely manner, I served a notice on her to quit the premises within thirty days or make full payments on the outstanding balance; on November 18, 2017. After receiving the notice, she asked me for an extension, to clear her balances and to get back on track and I obliged.
12. During the month of December 2017, she repeated the same behavior of failing to pay. The payments and late fees continued to amass and the Tenant made many excuses, many times evading my efforts to make contact with her. This conduct was compounded with the recurring and consistent disconnection of the utilities. As the months continued, the situation got progressively worse and I brought this to the attention of the **NAU**.
13. For month of **January** 2018, she owed late fees totaling three hundred dollars (\$300.00) and for **February**, she had a balance owed of three hundred dollars (\$300.00) on the rent and late fees amounting to three hundred and fifty dollars (\$350.00).
14. As a result of this state of affairs, I served on her a second notice to vacate the premises; on February 19, 2018. On this occasion, the Tenant was asked to find accommodation by March 3, 2018. This did not materialize as the Tenant refused to move. To add to the dilemma, I was threatened at knifepoint, by the Tenant's partner and was literally chased out of my own premises by him. I reported the matter to the police. I produce copies of the Notices as **Exhibit (PE2")**

15. There is a mortgage owed on the premises being rented by the Tenant, which premises I previously occupied before renting it; as my personal dwelling. The effect of the Tenant not paying rent as required, is causing me severe financial hardship, as I have expenses associated with my current living arrangements and I have to be subsidizing the mortgage payments which are now in arrears; as a result of this unacceptable state of affairs brought on by the Tenant.

16. For the month of **March** 2018 the rent was unpaid. The sum outstanding is seven hundred dollars (\$700.00) and late fees of three hundred and fifty dollars (\$350.00). For the month of April nineteen hundred dollars (\$1900.00) is due and the NAU has informed me, that they are no longer subsidizing the rent payments, as per the Agreement; it was only limited to this time. In the meantime, the late fees are continuously increasing and the Tenant has stopped paying the utilities bills that remain due. Throughout the tenancy, the Tenant has never paid her rent in a timely manner. She has had to be chased for it.

17. The current Notice to vacate the Property, is the second such notice that has been served on the Tenant and it expired on April 3 2018. She was expected to leave the Property by midnight. She continues to remain in the property in defiance of the Notice and owes a total of CI\$3,950.00. I am therefore petitioning this court to grant the Orders sought in my Summons. I am also seeking the Court's intervention to recover the outstanding sum of CI\$3,950.00 that remains owing to me as arrears for unpaid rent.

**AND THE Plaintiff claims:**

1. The sum of CI\$ 3,950.00 against the Respondent
2. The accrued interest in relation to the aforementioned sum.
3. Costs in the matter.
4. Any other Order that this honourable Court seems fit.

**SWORN TO BY ME** at  
George Town Grand Cayman this 16 day of April 2018

  
\_\_\_\_\_  
**PEART EDWARDS**

**SWORN TO BEFORE ME** this 16th day of April 2018

  
\_\_\_\_\_  
**NOTARY PUBLIC/JUSTICE OF THE PEACE**

**Wilton G. McDonald (Pastor)**  
Justice of the Peace; Box 515  
Grand Cayman; KY1-1106  
Cayman Islands

**THIS STATEMENT OF CLAIM** was filed by BRADY Attorneys at Law, Attorneys for the Plaintiff whose address for service is that of his said Attorneys Building B 6 Crown Square, Eastern Av. George Town, Grand Cayman

IN SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO: SC

of 2018

BETWEEN: PEART ANDRADE EDWARDS

PLAINTIFF

AND: KEISHA McLAUGHLIN

RESPONDENT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

KEISHA McLAUGHLIN 65 Colby Drive, Newlands Grand Cayman
--

2. State whether the Defendant intends to contest the action.

3. If you do not intend to contest the action, do you want time in which to pay the claim?

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.

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Defendant's Signature

Dated this      day of      2018

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the defendant says he 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.