

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
AT GEORGE TOWN

CAUSE NO. SC108 OF 2021

BETWEEN:



BILIKA HARRY SIMAMBA

PLAINTIFF

AND

AMA CARMICHAEL

DEFENDANT

PLAINT

TO THE DEFENDANT AND HER ATTORNEYS First Floor, Government Administration Building, 133 Elgin Avenue, P. O. Box 123, Grand Cayman KY1-9000, Cayman Islands (last known address having been # 8 Hyre Point, 30 Fairlawn Road, George Town, Grand Cayman, 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 fourteen (14) days after the service of this **Plaint** on you, counting the day of service, you must either satisfy the claim, or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 7th day of July, 2021.

IMPORTANT

See overleaf for particulars of Claim.

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

PARTICULARS OF CLAIM

Introduction

1. The Plaintiffs is the registered owner an apartment known as 30 Fairlawn Road, Unit 8, comprised in Strata Plan No. 491, more commonly known as Hyre Point Townhouses, George Town Grand Cayman ("Hyre Point").
2. The Defendant entered into a lease agreement with the Plaintiff for the period 1st January 2020 to 1st December 2020 which was to be terminated only in accordance with the lease and, in particular, but without prejudice to this general duty, was to be terminated only in accordance with clause 9 of the lease agreement by giving 60 days' notice.

Unlawful termination of tenancy

3. As per the lease agreement, the defendant was contracted to pay the sum of \$ 1, 400.00 per month and the lease was to be terminated without notice.
4. The Defendant, in breach of the terms and obligations of the By Laws, abruptly vacated the premises on 31 September 2020.
5. To mitigate his losses, the Plaintiff obtained a new tenant who occupied the unit on 1 November 2020, losing one month's rent.
6. Despite requests to remedy the breach made to the Defendants by the Plaintiff and its attorneys, the arrears remain unpaid and outstanding.

Interest and Legal Expenses

7. Clause 6 of the lease agreement dated 30 December 2019 provided that the monthly rental shall be CI 1, 400.00 per month payable in advance on the first of each month and by clause 6.3 a penalty of \$ 50.00 per day is to be charged for late payment.
8. Accordingly, by reason of the Defendants failure to pay complete the lease obligations and then failing to pay such sums as are due under it, the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendants in accordance with the said lease agreement.

AND THE PLAINTIFF CLAIMS:

October rent the Plaintiff lost	\$ 1, 400.00
Administration expense (as per lease)	500.00
Late fee of rent due 1 Sept 2020 up to 31 Oct (61 days) as per lease)	3, 050.00
Estate agent fee	1, 400.00
Costs set by law	150.00
Filing Fee	25.00
Bailiff Fee	175.00
Total legally owing	6, 690.00

The Plaintiff is entitled to the payment of the above expenses and professional fees up to the date of trial as well as interest. Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

By reason of the Defendant's breaches the Plaintiffs have incurred legal expenses for which the Defendants are required to pay on a full indemnity basis.

The Plaintiff therefore claims against the Defendants

- (1) The sums indicate in paragraph 8 above or such other sums as may be due at date of trial;
- (2) Pre and post-judgment calculated by or under the Judicature Law.
- (3) Costs; and
- (4) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$ 6, 690.00** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Dated the 17th day of June 2021

BH Simamba

Plaintiff in Person

1345 928 2644

Plaintiff's address for service: # 8, 30 Fairlawn Road, P. O. Box 1393, George Town, Grand Cayman KY1-1110, Cayman Islands

This Complaint was filed by the Plaintiff Bilika Harry Simamba whose address for service is # 8, 30 Fairlawn Road, P.O. Box 1393, Grand Cayman, KY1-1110, Cayman Islands

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ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

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

YES

NO

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

YES

NO

4. If you 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 _____, 2021

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 delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.