

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2021

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 43

Plaintiff

AND:

EDWARD SOLOMON

First Defendant

JAMIL SOLOMON

Second Defendant



PLAINT

TO: Edward Solomon & Jamil Solomon
Unit 326 Sunset Cove
PO Box 615 and 625 (GT)
Grand Cayman KY1-1107
West Bay Road
George Town
Grand Cayman

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 Plaintiff 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, the accompanying Acknowledgement of Service form 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 fail to return the Acknowledgement of Service for containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 11th day of October 2021

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 "Act"), being a condominium development known as Sunset Cove. The Plaintiff is capable of bringing proceedings by virtue of section 5(1) of the Act.
2. The First Defendant and the Second Defendant (together the "Defendants"), at all material times, were and are the registered owners of one of the Strata lots, being Block 13B, Parcel 125H60 known as Unit 326 Sunset Cove (the "Property").
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 By-Laws (as amended January 10th 2014) (the "By-Laws").
4. By virtue of section 21(7) of the Act, the By-Laws, as in force at any time shall bind the owners of units at the Plaintiff, including the Defendants.
5. In accordance with By-Law 35(b) the Defendants are obligated to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of their Strata lot.
6. In accordance with By-Law 35(II) the Defendants are obligated to indemnify the Plaintiff and hold it harmless for any and all costs (including legal fees and expenses) reasonably incurred by the Corporation in enforcing the Defendants' obligations under the By-Laws including, but not limited to, a failure to pay Strata fees and assessments on a timely basis.
7. Pursuant to By-Law 35(c)(1) and (2) of the By-Laws it is the Defendants' obligation to pay to the Corporation of the Strata, all contributions to the fund for administrative expenses as levied by the Corporation in accordance with section 6(2) of the Act together with a proportionate share, based on unit entitlements, of all and any costs and expenses incurred by the Corporation in connection with the performance of its duties under the Act and the By-Laws.

8. Pursuant to By-Law 35(c)(3) in the event of any such payments not being made within 30 days of such demand a proprietor shall pay interest thereon at the rate of 18 percent per annum, which interest shall accrue from day to day until payment and payments made shall be applied by way of priority against interest and then principal. In the event that an owner account becomes over 60 days past due, interest will be payable on the entire balance due, rather than just the overdue amount.
9. The Plaintiff levied charges and assessments by way of monthly invoices sent to the Defendants stating the payment due for the month and the cumulative debt at that time.
10. Despite repeated demand by the Plaintiff, the Defendants have failed or refused to make payment to the contributions assessed and levied by the Plaintiff since [last payment date].
11. As at 1 October 2021, the Defendants were indebted to the Plaintiff in the sum of CI\$15,164.15, as per the statement dated 1 October 2021 and sent to the Defendants by email. Since that date interest (calculated in accordance with clause 35(c)(3) of the By-Laws) has accrued up to 11 October 2021 in the sum of CI\$82.28 making the debt owed to the Plaintiff CI\$15,246.43.
12. By reason of the Defendants' breach of the By-Laws and by reason of his failure to pay the contributions levied (as set out above), the Plaintiff has suffered loss and damage in the sum of CI\$15,246.43 and claims this sum as damages.
13. Further, the Plaintiff's entitlement to payment continues to accrue on a monthly basis and, if payment is not made in accordance with the By-Laws, the Plaintiff will suffer future loss and damage and the Plaintiff claims damages for such future loss and damage in an amount to be assessed.
14. Further, the Plaintiff seeks interest calculated in accordance with the By-Laws as set out below, and costs
15. The Plaintiff seeks pre and post judgment interest on all damages awarded at the rate of 18% per annum to the date of payment pursuant to section 35(c)(3) and in accordance with the contract terms and the provisions of the Judicature Act (2021 Revision).

16. The current interest rate claimed is 18%. Interest is claimed on the sum claimed from the date of issue of the Plaintiff.
17. The amount of interest owing as at the issue of the Plaintiff is CI\$0.00.
18. The amount of interest accruing each day on the sum of CI\$15,246.43 following the issue of this Plaintiff is CI\$7.52.
19. In the alternative the Plaintiff claims interest on any loss and damages at a rate of 2 3/8% per annum (or as amended) calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules (2021 Revision).
20. The Plaintiff also seeks costs on the indemnity basis in accordance with By-Law 35(11).

AND THE PLAINTIFF CLAIMS:

- a) The said sum of CI\$15,246.43.
- b) Damages for future loss and damage in an amount to be assessed.
- c) Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter at the rate of 18% per annum on the said sum of CI\$ 15,246.43 at CI\$7.52 daily until payment in accordance with section 35(c)(3) of the By-Laws.
- d) Pre and post judgment interest on any further damages as assessed from the date of issue of Plaintiff at the rate of 18% per annum in accordance with section 35(c)(3) of the By-Laws.
- e) In the alternative, interest at a rate of 2 3/8% per annum (or as amended) calculated pursuant to the Judicature Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules (2021 Revision).
- f) Costs on the indemnity basis in accordance with By-Law 35(11); or
- g) Costs in the alternative.

DATED at Grand Cayman this 11th day of October.

Nelsons
Nelsons

Attorneys for Plaintiff

Plaintiff's address for service:

31 The Strand
46 Canal Point Drive
PO Box 30069
George Town
Grand Cayman KY1-1201

THIS PLAINT is issued by Nelsons., Attorneys-at-Law, for the Plaintiff, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

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.