



**SUMMARY COURT AT GEORGE TOWN  
GRAND CAYMAN**

**CAUSE NO. SC                      OF 2023**

**BETWEEN:**

**MARTIN PACAUD**

Plaintiff

**AND**

**MANDY WILKINSON**

Defendant

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**PLAINT**

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**To the Defendant:**

**Mandy Wilkinson  
P.O. Box 31407 SMB  
KY1-1206  
46 Hetties Lane,  
Mount Pleasant  
West Bay**

**THIS PLAINT** has been issued against you by the above-named Plaintiff in respect of the claim set out on the next pages.

**Within 14 days** after 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 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 Acknowledgment of Service form.

**If you fail** to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

**Issued this 28<sup>th</sup> day of March 2023**

  
PRIESTLEYS

**Attorneys for the Plaintiff**

**See overleaf for particulars of the Plaintiff's claim.**

**PARTICULARS OF CLAIM**

1. The Plaintiff is and was at all material times the landlord of a property Villa 2, San Sebastian, South Sound, Grand Cayman (the “Property”).
2. The Defendant is and was at all material times the tenant of the Property.
3. By a Rental Agreement (the “Lease”) in writing dated the 17 January 2022 between the Plaintiff (“Landlord”) and the Defendant (“Tenant”) the Plaintiff agreed to pay monthly rent in the sum of CI\$2,700.00 (“Rent”) for a lease to occupy the Plaintiff’s Property for a period of 12 months.
4. The Lease contained the following express terms:

***“Clause 4. Terms of the Tenancy***

*The term of the rental will begin on February 1, 2022. This Agreement will be for a term beginning on February 1, 2022 and ending on January 31, 2023 (The “term”). The first rent payment is payable to the Landlord when the Tenant signs this Agreement.*

***Clause 5. Payment of Rent Regular monthly rent***

*Tenant will pay to Landlord a monthly rent of CI\$2,700, payable on or before the first (15<sup>th</sup>) day of each and every month of the term of this Lease to the Landlord, except when the day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner unless Landlord designates otherwise.*

***Delivery of payment.***

*Rent will be paid to Martin Pacaud, in person or their designated representative.*

***Form of payment.***

*Landlord will accept payment in these forms:*

- *Draft made payable to Martin Pacaud*
- *Online transfer to Butterfield KYD Account 1361699660012*
- *CI Cash*

***Clause 6. Late Charges***

*If Tenant fails to pay the rent in full within 7 days after it’s due, Tenant will pay Landlord a late charge of \$25.00 for each additional day that the rent remains unpaid. The total late charge for any one month will not exceed \$200.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.*

***Clause 8. Security Deposit***

*On signing this Agreement, Tenant will pay to Landlord the sum of CI\$ 2,200.00 as a security deposit. The Tenant is not entitled to interest on the Security Deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last*

month's rent or to any other sum due under this Agreement. Within one week after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of any of the security deposit retained by Landlord, along with a check for any deposit balance. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens mirrors, light fixtures, appliances, bedding, linen, towels, dishes and cutlery.
- e. repairing cuts, burns, or water damage to flooring, rugs, and other areas.
- f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant, or by any person whom the Tenant is responsible for;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property.
- h. building repairs and replacement required where windows are left open which have caused rain or water damage to floors or walls.
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement.

**Clause 9. Utilities**

Tenant will pay the accrued amount for CUC from the individual electrical meter, and the accrued amount for water from Cayman Water. The Tenant is responsible for the payment of all utilities in relation to the Property.

**Clause 12. Tenant's Maintenance Responsibilities.**

- A) The Tenant has examined the Condition of the Premises, including appliances, fixtures, carpets, furnishings, drapes and paint, and has found them to be in good,

*safe and clean condition and repair, normal wear and tear excepted. and acknowledges that they are in good condition and repair, and accepts them in its current condition, except for:*

*Tenant will*

*B) keep the premises clean, sanitary and in good condition. Due to insurance requirements, windows and electrical outlets should not be blocked in any manner for fire and safety purposes. The premises should not be used for long term storage of personal boxes or business-related items.*

*C) Tenant is responsible for cleaning all areas of the Premises, including but not limited to, living and kitchen area, bedrooms and bathrooms to prevent the infestation of rodents and insects. Tenant must remove any collected trash and food waste from the Premise at least once a week. Floors must be swept and mopped at least once a week. Bathrooms must be cleaned regularly, and as frequently as needed, to prevent the fomlation of mold, soap scum buildup and mildew. If Tenant does not clean adequately and regularly, Tenant will be liable for reasonable cleaning charges - including charges for cleaning draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse). Landlord reserves the right to hire a recurring Professional Cleaning/Maid Service if Tenant are not keeping the Premises in clean/sanitary order at Landlord 's own judgment. This expense will be the responsibility of the Tenant.*

*D) upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear and any additions or alterations authorized by Landlord.*

*E) immediately notify Landlord of any problems, defects or dangerous conditions in and about the premises of which Tenant becomes aware.*

*F) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse, accident or neglect.*

***Clause 19. Payment of Court Costs and Attorney Fees in a Lawsuit***

*In any act ion or legal proceeding to enforce any part of this Agreement, the prevailing party shall have the right to recover reasonable attorney fees and court costs”*

5. The Tenant vacated the Property on 15 December 2022.

6. In breach of Clause 4 and Clause 5 of the Lease, the Tenant failed to make rental payments covering the period from 15 December 2022 until 31 January 2023 totaling CI\$4050.00 together with late charges of CI\$300.00, in breach of Clause 6 of the Lease.
7. In breach of Clause 9 of the Lease the tenant has failed to discharge the relevant utility bills amounting to CI\$488.51.
8. In breach of clause 12 of the Lease, the Defendant has failed to maintain the Property to an appropriate standard. Davenport Property Management & Services have detailed the cost to repair the damage caused to the Property. This has been calculated at CI\$15,983. The cost of the preparation of this report was CI\$75.00.
9. The total due and owing to the Plaintiff from the Defendant is therefore calculated as follows:

Rent (6 weeks from 15.12.22 to 31.1.23) = CI\$4050  
Late Charges 96 weeks from 15.12.22 to 31.1.2023) = CI\$300.00  
Utility bills for December 2022 and January 2023 = CI\$488.51  
Cost to rectify damage to Property = CI\$15,983.00  
Fee to Davenport for preparation of report = CI\$75.00  
Total = CI\$20,896.51  
Less security deposit of CI\$2,200  
**Total Claimed: CI\$18,696.51**

10. Further, the Plaintiff claims interest pursuant to s.34 of the Judicature Act (2021 Revision) on the sum unpaid, or any part thereof unpaid, at the rate prescribed from time to time by rules of court, which at the time of issue of this claim is  $2\frac{3}{8}$  % per annum, from 31 January 2023 the until the date of payment, or until the date of judgment and continuing thereafter until the date of payment. The total amount of interest claimed as at the 27th of March 2023 is CI\$68.12, and interest shall continue to accrue thereafter at the daily rate of CI\$1.21.
11. Further, the Plaintiff claims costs (including but not limited to legal costs) arising from the Tenant's failure to pay the sum set out in paragraph 9 above in accordance with Clause 19 of the Lease.

**AND** the Plaintiff Claims:

1. The sum of CI\$18,696.51.
2. Interest pursuant to s.34 Judicature Act (2021 Revision) as set out in paragraph 10 above.
3. Costs under the Lease.

4. Costs.

Dated this 28<sup>th</sup> day of March 2023

  
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PRIESTLEYS

**Attorneys for the Plaintiff**

**IN THE SUMMARY COURT AT GEORGE TOWN  
CIVIL DIVISION**

**CAUSE NO. SC                      OF 2023**

**BETWEEN:**

**MARTIN PACAUD**

Plaintiff

**AND**

**MANDY WILKINSON**

Defendant

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**ACKNOWLEDGMENT OF SERVICE**

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1. State Defendant's name and address and the date the Plaintiff was received -

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 \_\_\_\_\_, 2023

Please see overleaf

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**PARTICULARS OF DEFENCE**

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(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).

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Defendant's Signature

**REMINDER** – This form must be taken or sent to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.