



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO S2023-

BETWEEN

SHALLYN LINDSAY MACDONALD

PLAINTIFF

AND

PHILIP CHIYOUNG LIU

DEFENDANT

To the Defendant

Mr Philip Chiyong Liu
#5 Mangrove Pointe
242 Linford Pierson Highway
PO Box 32336
George Town, Grand Cayman
KY1-1209

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 Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 18th day of April 2023.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On or about the 21st of April 2022, the Plaintiff and the Defendant signed a rental agreement with the landlord of the rental premises, a 2-bedroom, 2.5 bath townhouse, in George Town, Grand Cayman. The tenancy was to commence on the 1st of June 2022, lasting for a period of one year (until 31 May 2023).
2. The Plaintiff commenced tenancy first as she was the one that found the rental property through a friend of hers, so she moved in slightly prior to 1 June 2022.
3. From the outset the Plaintiff and Defendant agreed to share all expenses related to the tenancy 50/50, including rent and utilities, even though the Defendant's bedroom has more square footage and he is home the majority of the time (and more so than the Plaintiff).
4. On or about 30 March 2023, the Plaintiff sent notice to the Defendant by email that his tenancy at the rental property would be ending at the expiry of the current rental agreement, while she would be continuing on with a new rental agreement without the Defendant. The Plaintiff cleared this in advance with the landlord and the landlord was in agreement with this (including the wording of the email to the Defendant giving notice). The Plaintiff effectively gave the Defendant 2 months' notice (i.e. until the end of 31 May 2023).
5. The Defendant did not seem to accept this notice at first and tried to debate it. When it became clear that he did indeed have to vacate the rental property at the end of the current rental agreement, he began engaging in a series of what can only be described as retaliatory tactics against the Plaintiff, including, but not limited to, refusing to pay his half of utilities, playing loud music during the day or late at night, and altering the temperature on the thermostat to a level at which he knows the Plaintiff could not sleep, after she had gone to bed.
6. The Plaintiff is currently suffering from a serious medical condition and requires a comfortable, low-stress environment, where she can get adequate rest. The Defendant has been made aware of this several times, but persists with his disruptive behaviour which is exacerbating the Plaintiff's medical condition.
7. The Defendant has also placed a locking doorknob on his bedroom door. This is preventing the Plaintiff from having access to take photographs of the room for the purposes of advertising to new tenants, and is also preventing the Plaintiff access to show the room to prospective new tenants, which is likely to cause her financial damages in the form of lost rent.

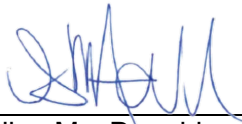
AND the Plaintiff claims:

8. the total sum of 50% of all utilities (electricity and water) due to the end of the current rental agreement (31 May 2023) (total amount yet unknown);

9. the balance of any portion of the Defendant's rent which may be due or owing to the end of the current rental agreement (31 May 2023) which, if still owing to the landlord shall be directed to him (total amount yet unknown);
10. should the Defendant continue to prevent the Plaintiff access to room which is to be rented to a new tenant, for either picture taking for advertising or for showings, the Plaintiff claims additional damages in the sum of two (2) months' rent at a rate of CI\$1,100/month for a total of CI\$2,200;
11. punitive damages to be assessed by this Honourable Court;
12. interest calculated at the prescribed rate from the date of this Plaint to the date of satisfaction of the claim; and
13. fixed costs in the amount of CI\$150 plus the CI\$25 filing fee.

The Plaintiff further applies to this Honourable Court for an order that:

14. the Defendant be immediately evicted from the rental premises so as not to exacerbate the Plaintiff's medical condition any further and allow her to have quiet enjoyment of the rest of the tenancy;
15. despite the eviction, and as punitive damages, the Defendant be ordered to pay for 50% of rent and utilities to the end of the current rental agreement (31 May 2023).



Shallyn MacDonald
Plaintiff

Plaintiff's address for service:

c/o Maples and Calder (Cayman) LLP
Ugland House
South Church Street
George Town, Grand Cayman

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ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address –

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 intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20_____.

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the ground 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 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.

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