



(No. 1)
Plaint

MARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20 _____

BETWEEN:

MICHELLE DOROTHY MOTTA

Plaintiff

AND:

JUSTIN VAN DEN BROEK

Defendant

To the Defendant

307 H FAIRBANKS RD
GEORGE TOWN

THIS PLAINT has been issued against your 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 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 our **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 form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 19 day of APRIL 20 24

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

CAUSE No. SC _____ of 2024

IN THE SUMMARY COURT AT GEORGE TOWN

- 1 **The Defendant rented the Plaintiffs Premises** (3 bedroom /2 Bath house) from **September 1, 2016 to October 1, 2018.**
Via Annual Rental (Lease) Agreements from:
 - September 1, 2016 to August 31, 2017,
 - Renewal Agreement September 1, 2017 to August 31, 2018 and (Attached),
 - 1 Month Extension Agreement from September 1, 2018 to October 1, 2018 (Attached).

- 2 **Final Inspection** - The Defendant abandoned the Premises on September 16, 2018, leaving the keys outside, avoiding to meet with the Plaintiff for the Final Inspection, as scheduled three times by the Defendant!
On September 20, 2018, a crane removed the last of his items he wanted.

- 3 **Rent** - The Defendant Failed to pay the last month rent, having only paid \$900.00 instead of \$1860.00 for September 2018, which is incurring interest at \$5/day as per the Contract.
- *Clause 3, Rent, Lease Renewal Aug 15, 2017.*

- 4 **Utilities** – The Defendant has failed to pay for the Balance of utilities, up to his vacate date, comprising of Water Authority, Flow (internet) and Cooking gas, totaling \$462.07.
- *Clause 5, Utilities, Lease renewal Aug 15, 2017.*

- 5 **The Premises condition** was left UNINHABITABLE, found untenable, filthy and damaged. The Plaintiff was unable to occupy the Premises for a few weeks until the occurrence of:
 - Mold remediation and flood repairs,
 - Removal of a decaying ‘something’ inside of the house,
 - Air Conditioning system Cleaned and repaired,
 - Clean up of pest Infestation and pest Feces everywhere,
 - Clean and disinfecting the bed.
- *Clause 4, Security Deposit, Lease Renewal Aug 15, 2017. – Inhabitable period*

- 6 **Damages to the Premises** on a whole, (Some pictures attached), were found to be extremely extensive. These damages comprised of, and not limited to:
 - Unauthorized alterations (structural damage) and construction(s) to and on the Landscaping,
 - Structural and fixed asset damages to the House,
 - Over 80% of furnishings and appliances damaged or broken.
- *Clause 9, Damage to Premises, Lease Renewal Aug 15, 2017,*
- *Clause 12, Maintenance, Repairs or Alterations, Lease Renewal Aug 15, 2017.*

- 7 **The Yard** as elected to maintain by the Defendant as originally supplied, was found not maintained and altered. Unauthorized alterations have negatively affected (not limited to) curb appeal, privacy, soil erosion, vegetation rot and wind damage – directly reversing over \$7000.00 spent previously correcting landscape for proper water flow.
- *Clause 5, As elected to maintain, Lease Renewal Aug 15, 2017.*
- 8 **Repairs and Replacements** took 5 weeks of Non-stop work, including the Plaintiff, a hired daily handyman along with several Contracted Service vendors to repair and rectify Premises, Back to the originally rented condition (as best as possible).
- 9 **Damaged tools and missing items** - Separate and apart from the house, was the Plaintiff's tool and workshop shed.
Along with a few missing household items, It was also discovered that the Defendant purposefully removed trade tools from the Premises, leaving behind Damaged tools and voids thereof.
- *Clause 13, Removal of Property, Lease Renewal Aug 15, 2017.*
- *Clause 23, Removal of Property, Lease Renewal Aug 15, 2017.*
- 10 **Before Action** - Attempts were made by the Plaintiff to encourage settlement up to December 2019 via HSM Attorneys at law, and the Defendant only offered to settle on paying \$157.25 for the internet outstanding, following which the Plaintiff indicated intentions of proceeding to court. Unfortunately, COVID occurred along with immediate Family Passing's, Surgery and other Debt collections into 2023.
- New attempts were made by the Plaintiff to contact the Defendant in December 2023 and January 2024, to try come to a settlement, before proceeding to court, of which he did not respond.
- 11 **Attachments:**
- Some Pictures,
- Lease Renewal 2017-2018, dated Aug 15, 2017 and
- 1 month Extension for September 2018, dated July 31, 2018.
- 12 **LOSS and DAMAGES** - The plaintiff has incurred expenses and losses over \$40,000.00 Kyd, as summarized below, directly related to the Defendants abuse and negligence.
- *Clause 14, Indemnity, Lease Renewal Aug 15, 2017*
- *Clause 23, Tenant Property, Lease Renewal Aug 15, 2017*
- 13 **At the Honorable Courts discretion and request**, the Plaintiff can provide further details of all events with referencing to Text messages, Email communications, Invoices and Pictures.

Summarized EXPENSES - PARTICULARS OF CLAIM (KvD)					Page 1 of 2
	DESCRIPTION	Labor	Material	TOTAL	
1	RENT: September 2018 Rent Balance (rent \$1860 - received \$900) = Balance due for September	\$23,818.05	\$19,729.88	\$43,047.53	
2	Interest : From September 2, 2018 to December 31, 2019.		\$960.00		
3	UTILITY BILLS: Water Authority, FLOW, Cooking Gas		\$2,425.00		
4	TENANT DEPOSIT = \$900 + (\$500 -50% of incompleted poor labor exchange)		\$462.07		
5	HANDYMAN DAILY HIRE : Labor + Overtime + food for 28 out of 34 days, incl weekends.	\$3,500.00	-\$1,400.00	\$2,447.07	
6	YARD CLEAN UP : (Defendant elected maintenance to reduce monthly costs)			\$3,500.00	
	Landscaping was Altered and Damaged and left in a deplorable state.	\$650.00			
	OTHER OUTSIDE DAMAGE/ REPAIRS: - Repair walkway, gate, landscape.	* Labor	\$521.18	\$1,171.18	
7	HOUSE CLEANING: Premises was inhabitable (Mold, pest infestation, Carcass, feces)	* Labor			
	House was not cleaned (some areas over 2 years) and disgusting.	\$80.00	\$196.22	* \$276.22	
8	PAINTING: Walls, ceilings, baseboards, trims, doors, cupboards, curtain rod etc.	* Labor	\$429.03	* \$429.03	
9	REPAIRS (Items and house structure) - Not limited to:				
	WALL damage : bedroom #2, living room and master bedroom + water intrusion				
	SLIDING GLASS DOOR : Repair covering, lock and handle				
	SCREEN DOORS : Front and Rear screen door - repair.				
	WINDOW BLINDS : Repaired 2 and had to replace 1.				
	RECEPTACLE : 2 Electrical outdoor covers broken off.				
	DOOR LOCKS : Bedroom #2 was reversed by Defendant				
	SPEAKER : indoor cover TEMPORARY REPAIR.				
	KITCHEN : Stove vent FAN BLADE, Drains clogged.				
	KITCHEN : 2 broken fridge drawers (Temporary Repair, Needs replacement)				
	LIVING ROOM : curtain rod, wall knockdown and wall holes				
	LIVING ROOM : Reclining Sofa and matching chair - cleaned and repaired partially (Damaged)				
	2nd BATHROOM : Med Cabinet - TEMPORARY repair (to replace), sink clogged, sink cabinet.				
	MASTER BATH : toilet spray washer, broken shower tile and grout, Cabinet, sink clogged.				
	MASTER BEDROOM : 2 Bedside tables - TEMPORARY repair, Headboard re-assembly,	* Labor			
	MASTER BEDROOM : Structure (flood damage below), Vertical Dresser, clothes hamper.	\$150.00	\$1,200.16		
10	WINDOW ASSEMBLY'S: - Permanent Damage, Bedroom #2 & #3 (Inoperable).	\$1,200.00	\$995.50		
11	FLOOD DAMAGE : Master bed & bath, Hallway closet, Laundry.	\$300.00	\$4,780.00		
	* Partially covered by house insurance.		-\$3,374.74	Cont	

				Page 2 of 2	
12	PATIO ROOF found leaking in three places (\$3600). Temporary repair in the interim			\$1,800.00	
13	Transportation Gasoline ~ \$50 /week for 5 weeks		\$384.00	\$350.00	
14	MISSING TOOLS REPLACED TO FACILITATE REPAIRS- Several tools missing, taken by Defendant.			\$120.25	* \$7,905.17
15	DAMAGED FURNISHINGS				
	FOLDING TABLE : folding table (inside furniture put outside) - water damaged			\$45.00	
	ENTRANCE DRESSER : Wicker Glass topped 3 drawer dresser - Put outside, water damaged.			\$350.00	
	PATIO FURNITURE : 3 seater swing set with new cushions and 2 Glass/Metal tables - destroyed			\$835.00	
	PATIO : Dance Pole, Discarded in yard by Defendant.			\$146.00	
	SPEAKERS : indoor 12" Cerwin Vega speaker frame cover, Outdoor speaker Box.			\$275.00	
	LAUNDRY : Metal Hamper - damaged, (structure see flood damage)			\$45.00	
	DINING ROOM : 6 seater Dining Table - replaced with used similar 6 chair set & Curtains.			\$450.00	
	KITCHEN : Stove/ Oven - damaged, was in such a bad condition, I had to replace it!			\$900.00	
	KITCHEN : Microwave - Replaced with correct size and style.			\$101.00	
	KITCHEN : Custom build Microwave cupboard assembly - Broken.			\$550.00	
	KITCHEN : Sink surface destroyed and missing strainer			\$150.00	
	KITCHEN : two (2) Fidge Draws (ALT minimum 1 year lead time)			\$300.00	
	LIVING ROOM : 50" Brand New TV for the Living room - not working			\$699.00	
	LIVING ROOM : Carpet permanently stained (glue and paint).			\$145.00	
	LIVING ROOM : Reclining Sofa and Recliner Chair stained and Damaged + broken Recliner handle.			\$1,000.00	
	MASTER BEDROOM : Matching furniture set.			\$1,400.00	
	MASTER BATH : White shelving x2 - water damaged			\$70.00	
	2nd BATHROOM : Medicine Cabinet			\$200.00	
	STEP LADDER : 5' interior ladder left outside and rotted in elements			\$65.00	
16	TOOLS Damaged and Missing				
	New DEWALT 10" composite saw - Damaged, Original Cost \$301.25, 2019 ~ \$450			\$450.00	
	MISSING : "15 feet, 1/2" - Double Braid Nylon boat Docking rope (not Twisted)			\$100.00	
	MISSING : 2X LARGE laundry baskets			\$46.00	
	MISSING : 5x Floor mats, red and brown semi circled missing - (Larry's)			\$125.00	* \$7,847.00
17	PLANTIFF other Losses, Expenses to Facilitate Premises REPAIRS:				
	Wage losses, Food Exp, Labor Exp, Airline Change fees, Immigration Extension fees etc.				\$17,475.00
18	Expenses for Summary court (to be updated)				\$1,993.86
			Totals at the TOP of spreadsheet.		

PRAYER OF RELIEF

1 At the discretion of her Majesties Court, based on the actions of the Defendant and exorbitant amount of Losses and Damages to the Premises, some of which is still outstanding, the Plaintiff is requesting the Maximum possible reimbursement of funds allowable by this court.

AND the Plaintiff claims (KYD):

- 2 The sum of \$ 20,000.00
- 3 Plus Interest.
- 4 Interest to continue as of January 1, 2024, until this matter is settled.



Plaintiff's Signature

Plaintiff's address for service

1969 Dunrobin Crescent, North Vancouver, BC. V7H-1N3, CANADA Email: Michelle.motta24@yahoo.com Ph: 778-903-2527	<i>24 Cunningham St. Savannah</i>
---	---------------------------------------


ATTACHMENTS :- Some of the Photos of Damages

PICTURE #32A: August 2016 - Before New Red Cushions were put on. Also shows Glass patio tables, tiled Foot Stool, Dance Pole and Few Potted Plants.

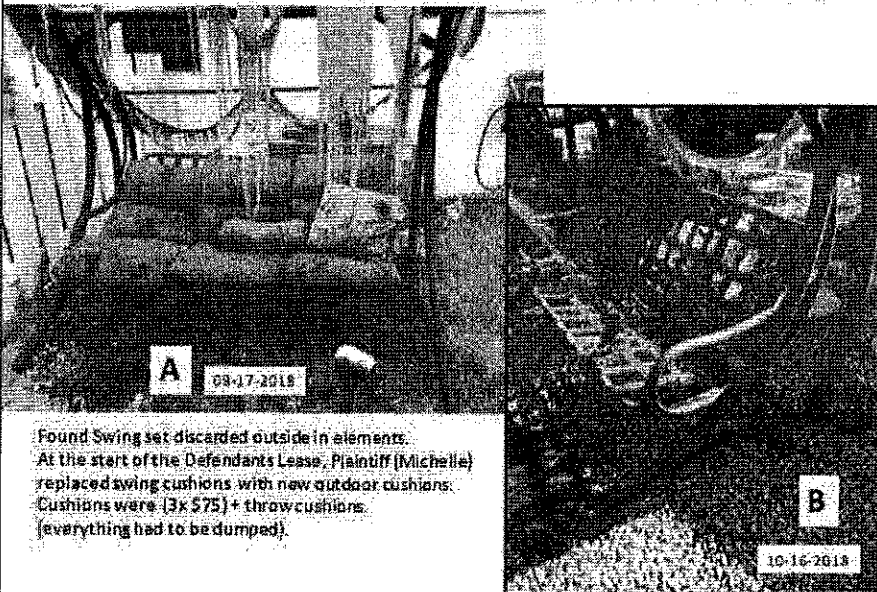
At no time did Tenants (defendant) request permission to move the swing or that it had any issues.

My estimation, based on the extent of weathered damage and photos sent to me by defendant. This swing may have been discarded outside prior to or before July 2017, at least 15 months before I found it outside.

Note: defendant had his own patio furniture on patio. Every bit of plaintiff's furniture was dis placed off the patio into element - with no request/authorization (ALL DESTROYED)



PICTURE #31: Covered patio swing with brand new cushions discarded in yard - destroyed

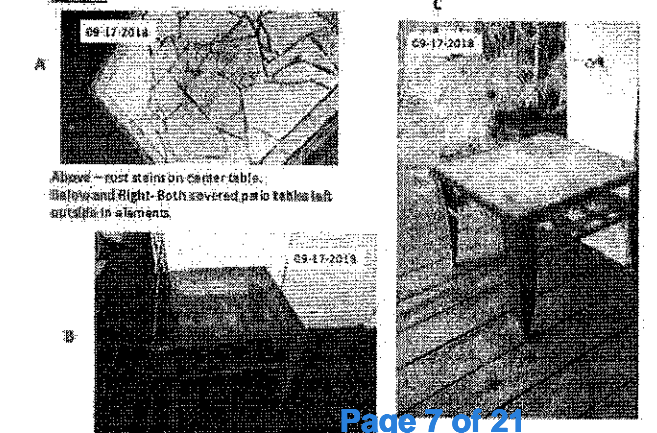


A 08-17-2018

Found Swing set discarded outside in elements.
At the start of the Defendants Lease, Plaintiff (Michelle) replaced swing cushions with new outdoor cushions. Cushions were (3x 575) + throw cushions. (everything had to be dumped).

B 10-16-2018

PICTURE #30: Patio Furniture Damages (Side Tables DESTROYED and Tiled Foot Stool was Cleaned.



A 09-17-2018

Above - rust stain on center table.
Below and Right - Both savored patio table left outside in elements.

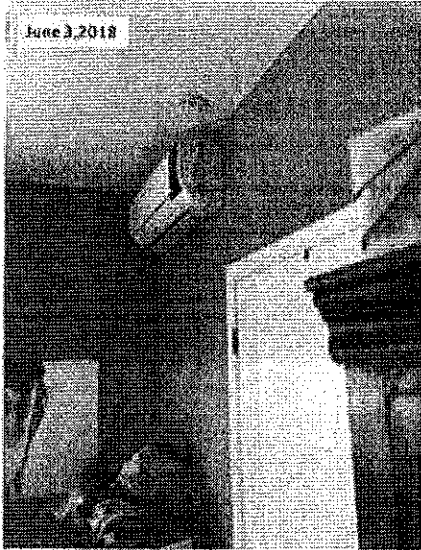
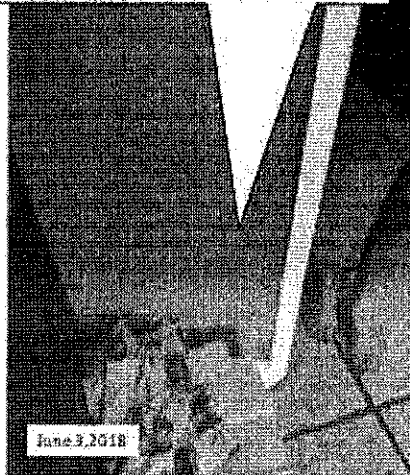
B 09-17-2018

C 09-17-2018


ATTACHMENTS :- Some of the Photos of Damages Con't

PICTURE #79A: Mould on walls: Affected areas, Master bedroom, master bathroom, half closet, laundry room

This line, goes right across dividing wall between bedroom and bathroom (South-bedroom wall). The distinctive line, is Indicative of water soaking up the drywall from the floor area.

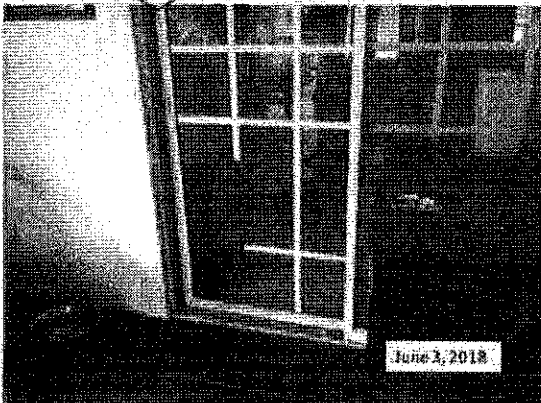




BOTTOM of Master bathroom door -
Showing filling inside (rubbing on the floor), coming out due to water damage along bottom of door.

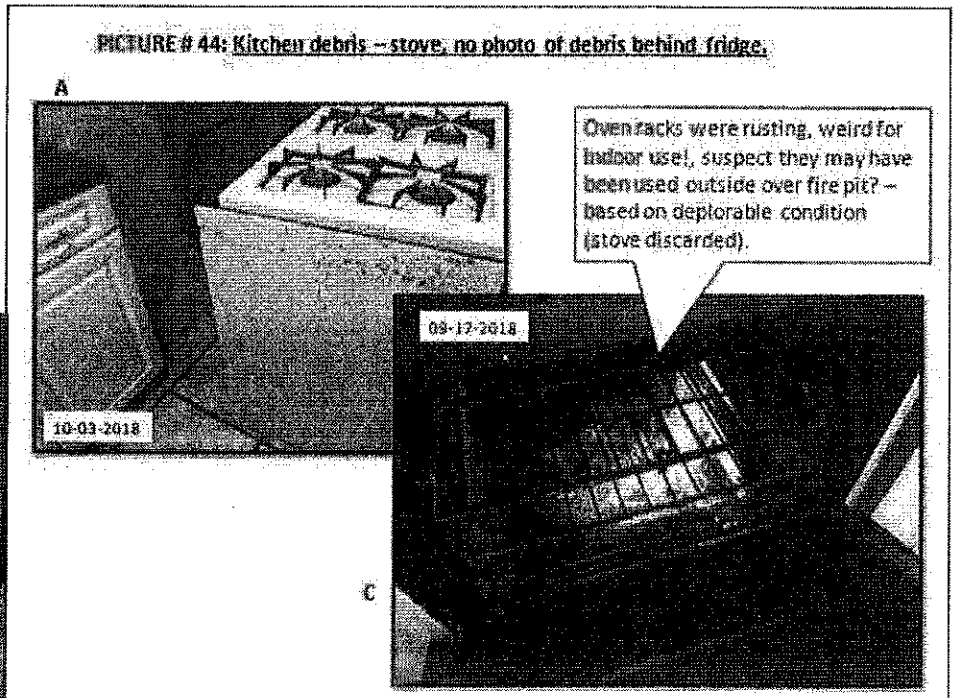
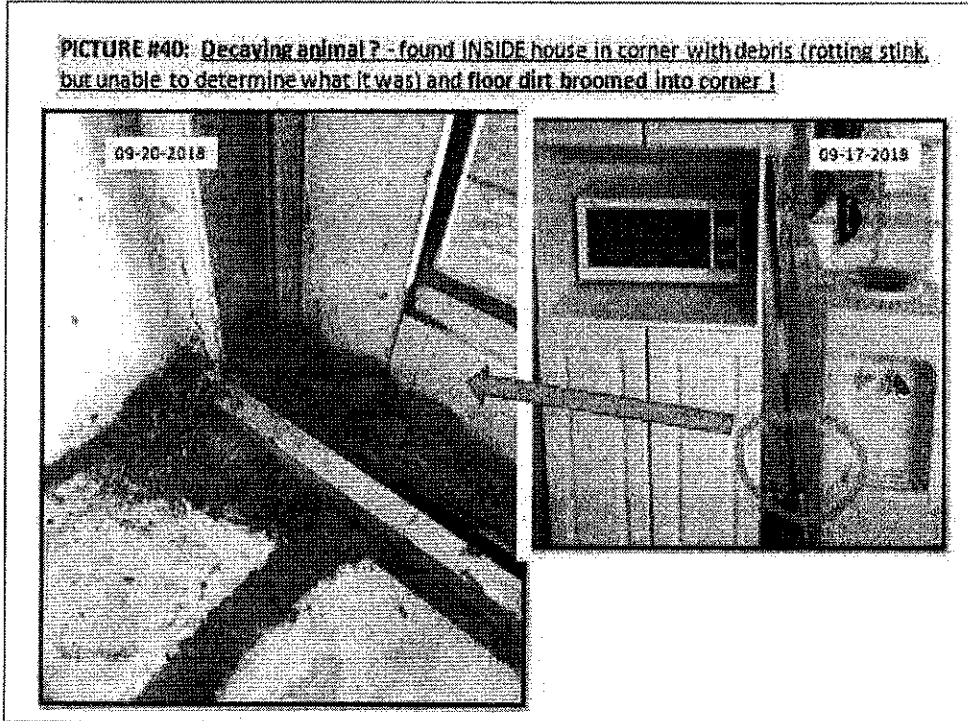


PICTURE # 33: -(LEFT) Glass door covering torn off, -(RIGHT) Glass door handle missing and Screen door (leaning) damaged.

When I took this picture (June 2018 inspection), Defendant standing beside me (reflection), enquired where to buy material to fix door. Indicated he would get that fixed too. - but never did.

ATTACHMENTS :- Some of the Photos of Damages Con't



ATTACHMENTS :- Some of the Photos of Damages Con't

**PICTURE #21 B - Mangroves Approximately 3-4 feet from dock,
(BEFORE Defendant chopped out)**

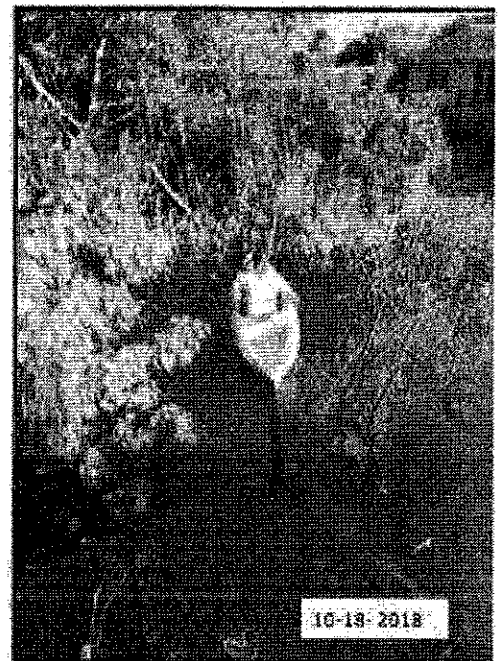
NOTE: To 2024, These
Mangroves and trees
have not grown back



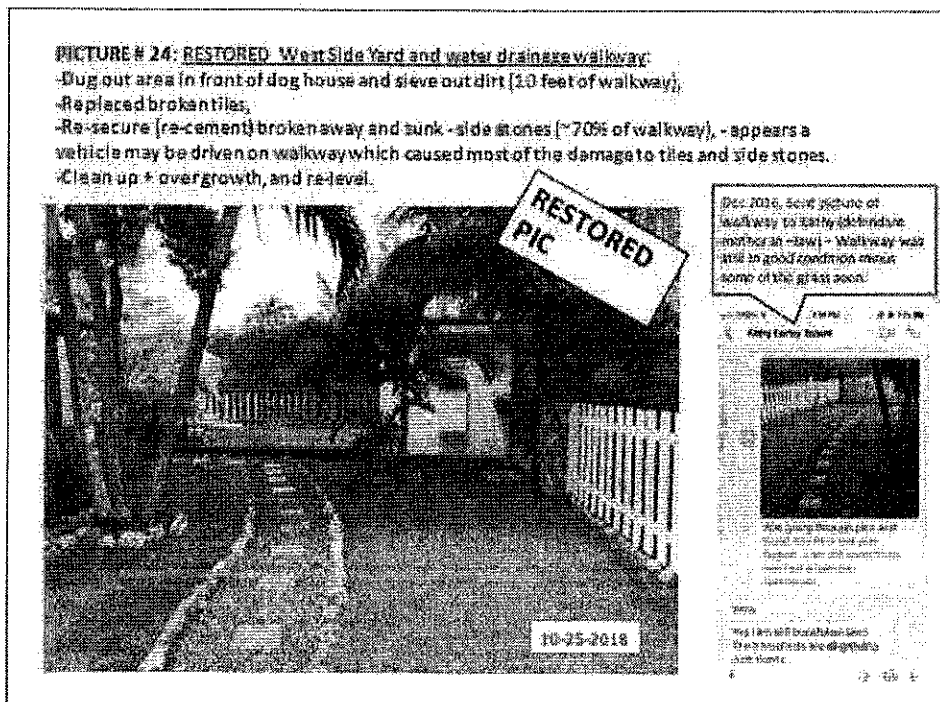
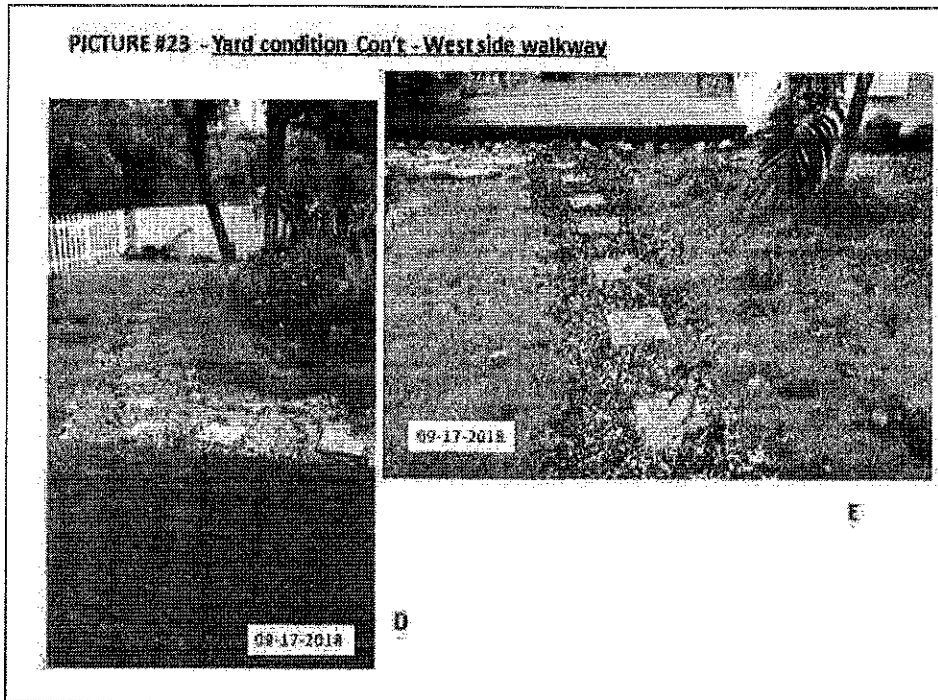
**PICTURE #21A : Unauthorized chopping of Mangroves and trees ~ 25' wide x 30' high, at water
line/dock and dumping into Canal - debris dumped in canal, - will take many years to grow back and
provide the privacy desired.**



Approximately 25' wide x 30' high chopped out.
Took 3 days to remove debris in canal as best as
possible.. Tree trunks and branches entangled and heavy
and collecting canal debris floating by.



ATTACHMENTS :- Some of the Photos of Damages Con't

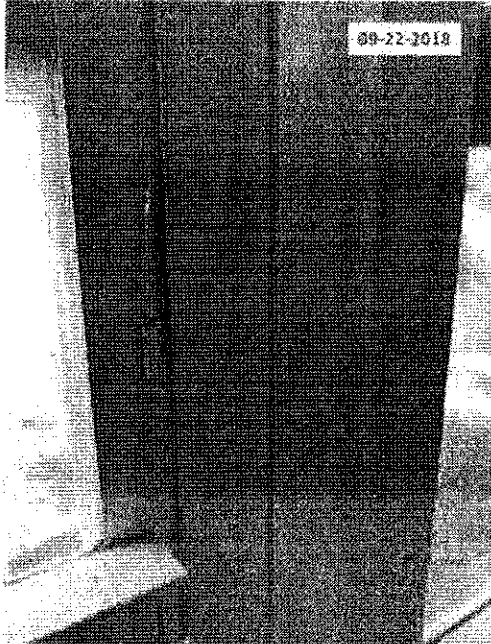


ATTACHMENTS :- Some of the Photos of Damages Con't

PICTURE #73: Window FRAME DAMAGE - bedroom #2

Found window balance missing from this window and window frame damaged (Pried open) with guide clip broken.

Defendant (inexperienced person), attempted to remove window to change/remove window balance and damaged window.

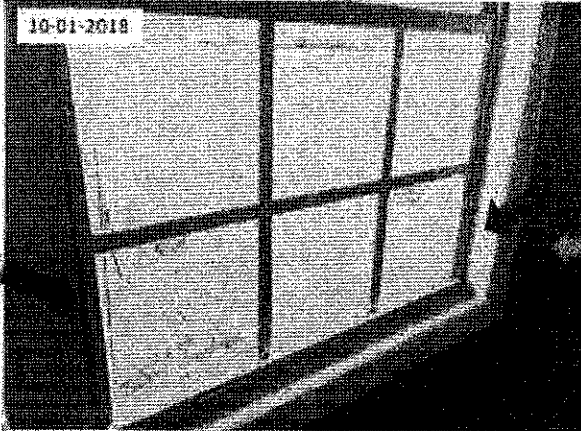



PICTURE #74: PERMANENT Window frame DAMAGE - bedroom #3

Found window balance missing, and all guide clips broken as window was removed by inexperienced person.

Window **CANNOT** Slide properly or open without falling out of Frame because of Broken clips - Which are **NOT REPAIRABLE**, as it is a manufacturing part of window.

- Broken clips found on window sill and floor of bedroom. - Clips can not be bought separately. Entire window frame would have to be replaced **OUT OF CONCRETE WALL!**

Ms. MICHELLE MOTTA

Email: michelle.motta24@yahoo.com

Ph: 778-903-2527

July 31, 2018

Dear Justin Vandebroek,

RE: Vacate date beyond September 1, 2018

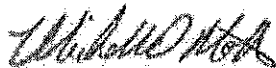
Following our discussions in the past couple weeks, you have indicated that October 1, 2018, would be a better date as a vacate date, instead of September 1, 2018, from the premises at 24 Cunningham street, Savannah, Grand Cayman,

Hence, this letter serves to extend our current Lease Agreement effective September 1, 2017 (original Lease effective date was September 1, 2016).

All conditions of the Current Lease agreement will be in effect until the premises are vacated.

By Signing and returning this to me, indicates that you are in agreement with the contents of this letter and implications.

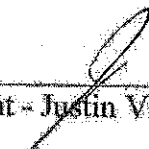
Sincerely,



July 31, 2018

Landlord - Michelle Motta

Date



Tenant - Justin Van Den Broek

AUG 4, 2018

Date



Witnessed by: Signature

AUG 4, 2018

NAME

RENTAL (Lease) AGREEMENT

THIS RENTAL AGREEMENT made this 15 DAY OF AUGUST 2017, Between Michelle Motta (hereinafter called the "Landlord") of 115-2020 Cedar Village Crescent, North Vancouver, BC, V7J3P5, Canada, and the TENANT being

Justin Van Den Broek of P.O. Box 1611 KY1-1504 Grand Cayman, Phone number: 926-3007.

Email: justin.vandenbroek@gnail.com, Employed by Edge Water in the Cayman Islands, (hereinafter called "the Tenant") of the OTHER PART WHEREBY IT IS AGREED as follows: #24 Cunningham Street, Savannah, Grand Cayman, Hereinafter called the "Premises".

- 1. TERM:
 - a) Shall be for a period of the successive Twelve (12) months, commencing on September 1, 2017.
 - b) All requests for renewal, extension or reversion to month-to-month are subject to the Landlord written acceptance.
 - c) In the event that the rental term is not completely full-filled the security deposit will be forfeited.
 - d) However if the Landlord is engaged to re-let the premises and is successful with securing a new replacement tenancy without interruption to the original term then 70% (seventy percent) - to facilitate property management fees, of the security deposit will be refunded minus obligations necessary as stated in Clause 4-Security Deposit.
 - e) If the Tenant is successful in finding a suitable replacement, (such suitability subject to approval by the landlord), before the Landlord or acting personnel has requested the services of a property manager, .. and such new tenancy will take place without interruption to the original term then 100% (one hundred percent) of the security deposit will be refunded minus necessary deductions as stated in Clause 4-Security Deposit.
 - f) Should the Tenant be evicted from the premises due to a breach in this agreement resulting in the term not being fulfilled then the Security Deposit will be forfeited.
 - g) Should the Landlord require repossession of the said premises, where no breach in this agreement has occurred, the Landlord shall provide a 60 day notice.
- 2. RENEWAL:
 - a) Any renewal or extension of this rental agreement must be in writing and signed by all parties hereto, their successors or assigns, by no later than the beginning of the 10th month of this 12 month agreement.
 - b) Should the Tenant continue in possession of the leased premises after the expiration of this rental agreement, without a written extension or renewal hereof, such possession shall be on a month to month basis only and then under the same terms and conditions as herein found except:
 - c) The monthly rate will increase by five percent (5%) of the current monthly rental amount.
- 3. RENT:
 - a) The rental amount shall be in the sum of C\$1,860 per month, payable in advance on or before the 1st day of each and every month.
 - b) The Landlord shall have the right to re-enter and take possession of the demised premises should the rent be in arrears for a period of 10 days after the date covenanted for payment whether the said rent has been legally demanded or not or should there be any breach of this agreement on the Tenants part.
 - c) One (1) returned cheque or failed monthly payment and/or a maximum of two (2) late rent payments shall constitute a breach of this rental agreement and shall be cause for immediate eviction.
 - d) NOTE: this rental figure can be adjusted to include professional yard maintenance, which would alleviate this responsibility physically from the tenant; and hence not be included in #5 below.

4. SECURITY DEPOSIT:

- a) A security deposit of CIS 1900 held for the faithful performance of the terms and conditions of this rental agreement. The security deposit shall be returned at the termination of the rental agreement, after the premises has been inspected by the landlord, along with the Tenant vacating the premises, provided there are no outstanding debt forfeitures or damage relating to the leased premises, without interest thereon.
- b) Tenant shall not have the right to apply the security deposit as payment of the last month's rent.
- c) Upon inspection and assessment of the vacated premises, the deposit monies less any necessary charges for forfeiture, painting, cleaning, damages, removal cost for garbage or personal items left behind and required repairs to the leased premises or its contents, unpaid utilities and the transfer thereof etc., will be refunded to the Tenant.
At the termination of this agreement, by either party, the cost of replacing or re-coding all exterior locks and any interior locks damaged or missing keys, shall be deducted from the security deposit.
- d) Should the Tenant be evicted from the premises due to a breach in this agreement the Security Deposit will be forfeited.
- e) A 60 days written intent to vacate notice must be given prior to the end of the rental term for return of security deposit otherwise the security deposit will be forfeited.
- f) If this renewal agreement should entail an increase in rent over the prior agreement, the Security deposit will also be increased relatively. Tenant will be given 60 days grace period to comply with the security deposit increase.
- g) Should the premises become inhabitable, pending causable investigations, portions of the deposit may or may not become refundable and legal actions may pend.

5. UTILITIES/SERVICES:

- a) The Tenant will be responsible for the payment of the utilities and services marked [x] and indicated herein. Items not marked will be the Landlords expense, if applicable. Water consumption caused by running toilets or faucets will be the responsibility of the Tenant.
 - X Electricity
 - X Water
 - X Cable TV
 - X Telephone/Internet - (This can be an extension of the existing service)
 - X Gas (Propane) - BBQ and Stove
 - X Yard maintenance - (Payable directly to the gardening service, or arrangements can be made to include in the rent)
- b) Due to Propane being un-measurable, the Landlord will provide at least one 100-120lb cylinder for the tenants use; at least 50% full and dually so, the Tenant will ensure that at least the same is available for use before they vacate the Premises.

6. PENALTIES:

In the event that the rent and any expenses incurred by the Tenant is not received prior to 12AM (midnight) on the 1st of the month, regardless of cause, a daily late charge of \$5.00 will be charged until full payment has been received. In the event that the Tenant's monthly rental via check or transfer/deposit, is returned or dishonored, the Landlord will charge the Tenant a penalty equal to 5% of the overdue amount plus the incurred returned cheque bank fees (as applicable), *noting as above: "One (1) returned cheque and/or a maximum of two (2) late rent payments shall constitute a breach of this rental agreement and shall be cause for eviction."*

7. USE:

- a) The premises shall be used exclusively as a private residence only and be occupied by persons over the age of 18 years old.
- b) All minors, as guests or family present on the premises, must be under adult supervision at all times.
- c) The Tenant shall not sub-let the premises without the Landlord's permission.
- d) No smoking of any kind is to occur inside neither within 5 feet from the main structure.
- e) Any functions and activities deemed as illegal by the Laws in the Cayman Islands are not permitted on the

premises.
8. ANIMALS: Absolutely no indoor pets are permitted. No animals shall be brought on the premises without permission from the Landlord.
 If an exception for outdoor pets is made, the Tenant must have the yard and house sprayed for pests, at 6 months and just before the 12 month period has ended. Pest Control must be done inside and outside of the house at the expense of the tenant, performed by a preferred company via the Landlord.

9. DAMAGES TO PREMISES:

- a) The Tenant will keep the premises and the Appliances, furniture and furnishings therein in good and tenable repair. The Tenant will also deliver up the same at the termination of the tenancy hereby created in the same order and condition as at present.
- b) Tenant shall be responsible for damages caused by their negligence and that of their family or invitees and guests.
- c) Where holes are made in walls for mounting items greater than nails 1/8", the Tenant is responsible for such repairs (sealing and painting) before vacating the premises, and the costs thereof will be deducted from the Deposit if performed by the Landlord.
- d) The tenant must report all appliance and equipment failures or operational concerns immediately to the Landlord or acting personnel. This includes all damages to furnishings and premises.

10. TENANT'S INSURANCE:

No rights of storage are given by this Agreement. Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord.

Tenant agrees to purchase insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connections, etc. They acknowledge that if they fail to procure such insurance, it is their responsibility and they alone shall bear the consequences.

11. ENTRY AND INSPECTION:

- a) Upon the commencement of this agreement, if there is anything about the condition of the property that is not in good order, Tenant agrees to submit a written report to the Landlord within 7 days of taking possession of the property. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the property is in good satisfactory condition at the time of occupancy.
- b) Landlord or acting personnel, shall have the right to enter the premises:
 - i) In case of emergency,
 - ii) To make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, Tenants, workmen or contractors,
 - iii) When the Tenant has abandoned or surrendered the premises,
 - iv) For random routine inspection of premises and contents as part of observation of usage and maintenance thereof and to check inventory.
- c) Except under b)i) and b)iii) entry may not be made by the Landlord without the Tenant present and with not less than 24 hours prior notice to Tenant.
- d) If during routine inspections, it is observed that there is a lack of maintenance or proper care of the premises. The tenant agrees to accommodate the Landlord or such representatives, to perform inspections as often as needed, (maximum every 24 hours), until conditions become satisfactory or alternate measures are taken.
- e) Upon Landlord inspections, if there is fair evidence of gross neglect or misuse of the premises, the Landlord has the right to invoke eviction of the Tenant immediately and all Tenant occupancy rights as per this agreement no longer prevail. In such a case, the Tenant agrees to vacate the premises immediately, with the interpretation of immediate, equaling within no more than 6 hours.
- f) If the Landlord finds it necessary to inspect the premises more than twice per year, and has to seek a representative to perform these inspections, the Tenant agrees to financially compensate the representative \$50 for each inspection visit, thereafter.

12. MAINTENANCE, REPAIRS OR ALTERATIONS:

- a) Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at their own expense and at all times, keep the premises including all equipment, appliance, furniture and furnishings in a clean operational and sanitary manner. Notably, the Landlord has provided a full written document, including operational manuals for various appliances on the premises, to assist and bring to knowledge the safe and proper operational and maintenance requirements of equipment on the premises.
- b) At the inception of this agreement, the premises will be presented in a manner as follows and left in the said condition upon vacating the premises:
- All areas of the home is cleaned including; light switch assemblies, doors, door jams, windows, base boards, walls and floors.
 - Appliances cleaned inside and out.
 - Carpets and sofa's cleaned.
 - Kitchen cabinets cleaned inside and out.
- c) Tenant shall not change paint colors, apply wall paper or otherwise re-decorate or make alterations to the premises without the prior written consent of the Landlord.
- d) Tenant agrees to notify the Landlord immediately if roof leaks, water spots appear on ceilings or walls, or at first sign of termite activity. Tenant will be responsible for and pay for any damage caused by leaving windows open during inclement weather or any additional expenses due to failure to notify the Landlord in a timely manner, of leaks or circumstances that incur property damage.
- e) Tenant agrees to notify the Landlord immediately if any water carrying equipment or apparatus, including pipes, vents, hoses, fridges, washing machines, water heaters etc, show signs of leakage or have leaked. Tenant also agrees to make every effort to protect the premises and its contents from any water damage threatened or possibly imposed by apparatus in d) and e), and assumes responsibility if conditions are neglected.
- f) The tenant agrees to maintain all Stainless steel surfaced appliances in the kitchen, in regular intervals, utilizing approved or supplied cleaners.
- g) The tenant agrees to pay for professional cleaning services every month, if upon 2 consecutive inspections of the premises by the Landlord or such representatives, deem the premises in an unacceptable clean maintained manner. In such an event, the Landlord or representative will identify the professional cleaning services to be used.
The tenant agrees to pay for professional yard services every month, if upon 2 consecutive inspections of the premises by the Landlord or representatives, deem the landscaping in a poorly maintained manner. In such cases, the Landlord will identify such service providers to use.

13. INVENTORY:

- a) Any furnishing and equipment to be provided for use, by the Landlord shall be itemized via pictures emailed to the Tenant. The inventory and shall be part of this Rental agreement. This picture file will be provided by the Landlord and the Tenant has 7 days from the start of this Lease to confirm the contents identified by pictures.
- b) Tenant agrees that all furniture and furnishings therein will not be removed from the premises and they will be responsible for any missing items upon inspection. Damages and missing items not recoverable from the security deposit will be subject to the laws of the Cayman Islands for unlawful destruction and removal of personal property.
- c) The Tenant must make all efforts to protect and preserve the items within and included in the Premises at all times, including in those times of Natural Disaster threats. In the event that the Tenant is not able to perform such actions to protect the premises, they must contact and inform the Landlord within enough a time frame that appropriate actions can be performed by the Landlord or representatives of such.

14. INDEMNIFICATION:

Landlord shall not be liable for any damages or injury to Tenant, or any other persons, occurring on the premises or any part thereof. Tenant agrees to indemnify, defend, and hold Landlord harmless in any way relating to Tenant's occupancy from any and all claims, damages, expenses and liabilities of any nature whatsoever with Tenant's use or involvement at the property. Tenant shall be solely responsible for obtaining personal insurance to protect their personal property and liability. Tenant is solely responsible for themselves and their guest, invitees, family friends, etc.

- 15. ATTORNEY'S FEES:** In any legal action brought by either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including attorney's fees.
- 16. DEFAULT:** Tenant hereby acknowledges that they have a legal obligation to pay the rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgment being filed against them and a lien being filed against their current and future assets/ and or earnings.
- 17. PROPERTY BY-LAWS:** Tenant agrees to obey and comply with any by-laws set forth for the premises on which the rented residence is located. Failure to comply with any necessary rules or property by-laws will be considered grounds for termination of this Agreement and loss of all deposits.
- 18. VEHICLE POLICY:** The tenant agrees never to park or store a large commercial or recreational vehicle of any sort on the premises. Junk cars, cars on blocks, non-functional vehicles, trailers, boats or unlicensed vehicles are not permitted on the property. Removal will be at the expense of the Tenant, and not in lieu of any security deposit withheld. Tenant agrees that any vehicle parked on unpaved areas may be towed and stored at the Tenant's expense.
- 19. LOCK POLICY:** No additional or change of locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks installed at the Tenant's expenses, at the time of such change.
- 20. LANDLORDS COVENANTS:**
Provided the rent and covenants of the Agreement are complied with, the Landlord will
- a) Allow the Tenant the quiet enjoyment of the Premises.
 - b) Act with diligence to make all reasonable repairs subject to Tenants' obligations to pay for all damages caused by Tenant or Tenants guest or occupants.
 - c) In the event that the Premises or the building forming part of these Premises is destroyed by acts of God, to such an extent that the Tenant cannot reasonably be expected to reside therein, considerations will be made to relieve the Tenant to terminate this Agreement in a timely manner.
 - d) Where the premises may become inhabitable, pending inspection and cause of this situation, portions of the Deposit may or may not be refunded following causable investigations and efforts made to prevent such situations as well as efforts made to protect property within.
- 21. LENIENCY ON COMPLIANCE:**
No neglect, leniency or oversight on the part of the Landlord to take advantage of or enforce any right or forfeiture arising out of any breach or non-observance or non-performance by the Tenant of any term, covenant, condition or stipulation herein contained or implied shall serve as or be deemed to be a general waiver of such right to take advantage thereof or to enforce any right or forfeiture arising out of any breach or non-observance or non-performance by the Tenant of any term, covenant, condition or stipulation herein contained or implied shall serve as or be deemed to be a general waiver of such right to take advantage thereof or to enforce any right or forfeiture arising out of any breach or non-observance or non-performance thereof, either original or recurring.
- 22. TERMINATION NOTICE:**
- a) A sixty- (60) days written notice to the Landlord is required should the Tenant terminate this agreement before the end of the agreed rental term, effective at the reception of such notice by the Landlord. In the event that termination notice is given to the Landlord, the Landlord will be given the right to show the unit to potential renters. Landlord will give the Tenant (24) hours notice of all showing before entering the unit and will expect the Tenant to have the unit in a clean and tidy condition.

- b) In the event that the Tenant has their Cayman Islands work permit revoked or cancelled, the Tenant must advise the Landlord immediately whether or not they have alternate plans to continue with this rental agreement. A copy of the immigration documentation of such must be sent to the landlord.
- c) Should the Landlord require repossession of the said premises, where no breach in this agreement has occurred, the Landlord shall provide a 60 day notice.

23. TENANT PROPERTY:

- a) The Tenant is responsible for removing all of their personal property by the last day of occupancy of the Premises, this includes all garbage.

Any Tenant items not removed by the end of the term of this agreement or said last day of occupancy will be removed by the landlord at the expense of the Tenant, and hence deducted from the Deposit on hold by the Landlord, as per clause #4.

- b) Any Landlord property removed from the Premises by the Tenants will result in prosecution under the Laws of the Cayman Islands and the costs there of taken from the security deposit, and when such may be exhausted, become the expense of the Tenant.

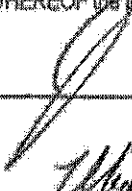

24. DETACHED STUDIO APARTMENT: At this time, the Studio Apt is unavailable and not included as part of this agreement.

The Tenant signing this Rental Agreement hereby states that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the Agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. With exception to Clause 3, Tenant also understands that if there is a breach of this Agreement on the Tenant's part, the Landlord may give to the Tenant a maximum of thirty (30) days notice to terminate and the Landlord shall have the right to re-enter and take possession of the demised premises. Signatures by the Tenant of the Rental Agreement are acknowledging that they have received a signed copy of the Rental Agreement.

25. ADDITIONAL NOTES:

- (a) Exception has been made by the Landlord, to allow children on premises, provided the premises will be maintained in the condition expected, with all damaged and excessive wear paid for by Tenant, as possible via children.
- (b) An exception has also been made to allow pets on the exterior of the home.

IN WITNESS WHEREOF the parties hereto have signed their respective signature the day and year first above written.

Tenant  Witness 

Landlord  Witness _____

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO SC. OF 2024

BETWEEN: MICHELLE DOROTHY MOTTA PLAINTIFF

AND: JUSTIN VAN DEN BROEK DEFENDANT

ACKNOWLEDGMENT OF SERVICE

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

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2023

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraph the grounds upon which the Defendant says that she 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 Courts Office, George Town, Grand Cayman KY1-1106, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.