



No. 1  
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_ of 20\_\_

BETWEEN:

Delicia Brown

Plaintiff

AND:

Norman Bodden

Defendant

To the Defendant

Norman Bodden 922-2578  
Ranch Road, Savannah-off Hirst Road, first left hand turn(no number on house), first house on the left(white house with black trimmings)

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 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 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 6 day of Aug 2024

See overleaf for particulars of the Plaintiff's claim


**PARTICULARS OF CLAIM**

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

- 1. Deposit in the full amount of \$2,500.00CI was given to Norman Bodden on June 7th 2024.
- 2. June 26th 2024 I informed Norman Bodden I would not be able to move in on July 6th 2024(which is the date the contract states I would have moved in), due to unforeseen reasons.
- 3. Norman Bodden then informed me he could not afford to give me back my deposit, as he has two mortgages to pay.
- 4. He stated I was irresponsible by not moving in and he will not allow my decision to make him fall back on his mortgage payments.

AND the Plaintiff claims:

- 1 The sum of 2,500.00 CI
- 2 Interest in the sum of \$ 0 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 0, alternatively costs to be assessed.

  
 \_\_\_\_\_  
 Plaintiff's Signature

Plaintiff's address for service

67 Plum Tree Road, Apartment 7, Bodden Town 1293 Savannah KY1-1503 321-7452
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State of \_\_\_\_\_

Rev. 1343BEC

# LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this July 06, 2024, by and between:

**Landlord:** NORMAN BODDEN ("Landlord") AND

**Tenant(s):** DELICIA BROWN ("Tenant").

**Address of rental unit:** 124 Larva Drive Unit 25 Country Side Estates, Savannah Newlands

In the event there is more than one Tenant, each reference to "Tenant" shall apply to each of them, jointly and severally. Each Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

**1. Premises.** The premises leased is a/an apartment house condominium room townhouse duplex semi-detached house other: \_\_\_\_\_ with:  
(a) 2 bedroom(s)  
(b) 1 bathroom(s)  
(c) 2 parking space(s)

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the Premises.

**3. Term.** This Agreement shall be considered a year to year Lease. This Agreement will be for a term beginning on July 01, 2024, and continuing year to year until either Landlord or Tenant terminates this Agreement by providing the other Party with proper written notice of termination (the "Term").

**4. Rent.** Tenant will pay Landlord a monthly rent of **KYD 2,500** for the Term. Rent will be payable in advance and due on the 1<sup>ST</sup> day of each month during the Term. The first rent payment is payable to Landlord when Tenant signs this Agreement. Rent will be paid to Landlord at Landlord's address provided herein (or to such other places as directed by Landlord) by mail or in person by one of the following methods: Cash Personal check Money order Cashier's check Credit card PayPal Electronic transfer Other: \_\_\_\_\_

**Cayman National Bank**  
**Dayana Bodden**  
**Account Number: 01257259**

**6. Late Fee.** (check one)

- A late fee will be charged if rent is not paid on time. Rent paid after the 3rd day of each month will be deemed as late; and if rent is not paid within 3 days after such due date, Tenant agrees to pay:
  - a set late charge of \$ 50

**8. Utilities.** Tenant is responsible for payment of all utility and other services for the unit except for internet which is included at no charge.

**9. Security Deposit.** Upon signing this Agreement, Tenant will pay a security deposit in the amount of **KYD 2,500** to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term. Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted.

**20. Alterations.** Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys.

**24. Fire and Casualty.** If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, (a) Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord or (b) Landlord may terminate this Agreement upon notice to Tenant. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and inhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made.

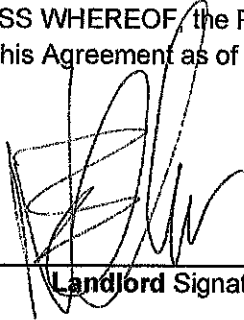
**25. Liability.** Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

**29. Right of Entry.** Landlord or its agents may enter the Premises at reasonable times to inspect the Premises, to make any alternations, improvements or repairs or to show the Premises to a prospective tenant, buyer or lender. In the event of an emergency, Landlord may enter the Premises at any time.

**30. Surrender.** Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted.


**38. Quiet Enjoyment.** If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.



\_\_\_\_\_  
**Landlord Signature**

\_\_\_\_\_  
Norman Bodden  
**Landlord Full Name**



\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
Delicia Brown  
**Tenant Full Name**

\*\*\*Deposit received on 06/07/2025 in the amount of KYD 2,500\*\*\*

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

Delicia Brown

Plaintiff

AND:

Norman Bodden

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Norman Bodden  
Ranch Road, Savannah-off Hirst Road, first left hand  
turn(no number on house), first house on the left(white  
house with black trimmings)

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 Plaint is acknowledged accordingly.**

Defendant's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**See Overleaf**

**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)

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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.