



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2024

BETWEEN:

- (1) SAMUEL WILLIAMS-RODRIGUEZ
- (2) ADIARIS WILLIAMS-RODRIGUEZ

PLAINTIFFS

AND:

- (1) GEORGIA ROSE-DAWKINS
- (2) AMANDA STEWART
- (3) THEO DAWKINS

DEFENDANTS

PLAINT

TO THE DEFENDANTS:

Georgia Rose-Dawkins, Amanda Stewart and Theo Dawkins of Grand Cayman, Cayman Islands

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

Within fourteen (14) days after the service of this Complaint 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 Acknowledgement of Service 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiffs may apply for a default judgment without further notice to you.

Issued this 6<sup>th</sup> day of August 2024

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

This PLAINT was filed by Nelsons, Attorneys-at-Law for the Plaintiffs, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: 5397-7)

**PARTICULARS OF CLAIM**

1. The Plaintiffs are Samuel Williams-Rodriguez and Adiaris Williams-Rodriguez, who are the registered proprietors of #302 South Shore, 700 Shamrock Rd, Spotts, Grand Cayman, Cayman Islands, Block 25 and Parcel 492H10 (the "Property").
2. The Defendants are Georgia Rose-Dawkins, Amanda Stewart and Theo Dawkins, former tenants of the Property.

**The Agreement**

3. By the terms of a written Lease Agreement dated 12 December 2023 ("the Lease"), the Plaintiffs, by way of their agent REM Services Ltd (the "Agent"), agreed to lease the Property to the Defendants for a period of 11 months and 19 days for the rental amount of CI\$3,300 per month payable in advance on or before the first day of each month for the duration of the term of the lease (Clause 2).
4. The Lease contained the following material terms:
  - a. The tenancy is for a period of 11 months, commencing 13 December 2023 and ending on 30 November 2024 (Clause 1).
  - b. The rental amount shall be the sum of CI\$3,300.00 per month payable in advance on or before the first day of each month for the duration of the terms of the Lease (Clause 2).
  - c. The tenants shall pay a deposit of CI\$3,500.00, representing the security deposit of CI\$3,300.00 and water deposit of CI\$200.00 which was held by the Landlords as security for the due performance of the Tenant of their obligations under the Lease (Clause 4).
  - d. The tenant will be responsible for electricity, water, TV/Internet and telephone utility bills (Clause 5).
  - e. In the event that rent is not paid by 5.00pm on the fifth business day of the month, a late fee of CI\$30.00 per day will be charged (Clause 6).

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- f. Should the tenant decide to terminate the Lease early, he will be liable for rent until such time as a new tenant moves in and an administration fee of CI\$450.00 is incurred (Clause 9).
  - g. In any legal action, the prevailing party shall be entitled to all costs incurred, including a reasonable attorney's fee (Clause 21).
  - h. If rent or charges remain unpaid for 14 days, a 14-day notice to vacate (the "Notice") will be issued (Clause 6). Further, if the tenant fails to pay the rent or any other charge required to be paid by the tenant, the Landlord may serve a notice in accordance with s.56 of the Registered Land Act (2018 Revision) ("RLA") (Clause 23).
  - i. Any Notice under the Lease shall be in writing and deemed sufficiently served if sent to the Property or by email, with service being deemed within five (5) days after the date posted (Clause 30).
5. The Defendants confirmed their agreement to the terms of the Lease by endorsing their signatures to the final page and initialed each page of the Lease on 12 December 2023. The Lease was countersigned by the Agent on that same date.
6. The Defendants have breached the terms of the Lease in that they:
  - a. Failed to make any payment to the rent accruing from 30 April 2024 to 30 June 2024, incurring further arrears.
  - b. Failed to make any payment to electricity, water, TV/Internet and telephone utility bills from April to June 2024, incurring further arrears.
  - c. Failed to pay the late charges that have accrued pursuant to Clause 6 result of their failure to make rental payment further to paragraphs 6 (a) above.
  - d. Left the Property in an unclean state of disrepair that required a professional cleaning company to deep clean the premises.

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7. By reason of the Defendants' failure to comply with the terms of the Lease, the Plaintiffs have suffered loss and damage and seek to enforce its rights against the Defendants in accordance with the terms of the Lease.
8. As of the date of issue of this Plaint, the sums outstanding and due and owing to the Plaintiff stand at CI\$10,662.30 exclusive of legal fees.
9. The Plaintiffs are entitled to CI\$30.00 per day late fees on the Charges that remain unpaid. Late charges incurred from the date of issue of this Plaint until the date of Judgment.
10. The Plaintiffs have incurred legal expenses for which the Defendants are, in accordance with Clause 21, required to pay.

As at the date of issue of the Plaint the Plaintiffs have incurred the following reasonable expenses:-

Professional fees and disbursements – Nelsons Attorneys-at-Law - CI\$1,6000

Such loss is expected to continue to the date of trial. Full and further particulars of which will be provided in advance of the trial.

11. Further, the Plaintiff seeks and is entitled to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this Honourable Court thinks just.

**AND THE PLAINTIFFS CLAIM:**

1. CI\$12,262.03
2. Late Charges of CI\$30.00 per day from the date of the Plaint to the date Judgment is entered.
3. Post-Judgment interest from the date of judgment until the date payment of the judgment debt in full.
4. Costs on an indemnity basis pursuant to Clause 21.
5. Such further and/or other relief as this Honourable Court deems appropriate.

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If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of **CI\$12,262.03** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorney.



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**Nelsons**  
**Attorneys for the Plaintiffs**

Plaintiffs address for service:

Nelsons, The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands.

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DEFENDANTS

**ACKNOWLEDGEMENT OF SERVICE**

1. State Defendant's name and Address:

\_\_\_\_\_

2. State whether the Defendant intends to contest the action (tick box)

YES                       NO

\_\_\_\_\_

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

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 Plaintiff is acknowledged accordingly.**

\_\_\_\_\_

**Defendant's Signature**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024**

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**PARTICULARS OF DEFENCE**

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are 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 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.

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