



COURT OF THE CAYMAN ISLANDS

CAUSE NO. FSD OF 2025 ()

BETWEEN:

SEAFIRE1002 LLC

PLAINTIFF

AND:

ILYA AHARON

DEFENDANT

WRIT OF SUMMONS

TO: Ilya Aharon of N1002, Seafire Residences, Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17 day of June 2025.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

This Writ of Summons and Statement of Claim is issued by Campbells LLP, attorneys-at-law for the Plaintiff whose address for service is Floor 4, Willow House, George Town, Cayman Islands, KY1-9010 (ref: 09881/42495).

STATEMENT OF CLAIM

1. The Plaintiff (the "Landlord") is the owner of a property at Seafire Residence N1002 in Block A of the Residences of Kimpton Seafire, Grand Cayman and legally registered as Registration Section West Bay Beach North Block 11B Parcels 88H62 and 88H69 (the "Property").
2. The Defendant (the "Tenant") entered into a tenancy agreement with the Landlord dated 19 October 2023 (the "Tenancy Agreement") in relation to the Property.
3. The salient terms of the Tenancy Agreement were stated therein and included, *inter alia*:
 - a. The tenancy is for a fixed term of three years from the date of the Tenancy Agreement (the "Term");
 - b. The monthly rent is US\$13,000.00 (CI\$10,808.77) (the "Rent");
 - c. The Landlord appointed Lily Lee of Campbells LLP as its agent (the "Agent");
 - d. Utilities are to be paid by the Tenant and include strata fees, electric, water, chilled water, internet costs and all other costs associated with the use of the Property including payment of strata insurance ("Utilities");
 - e. The default interest rate is 10% per annum and, pursuant to clause 2.2 of the Tenancy Agreement, is payable by the Tenant to the Landlord on any money payable but unpaid seven (7) days after the money becomes payable under the Tenancy Agreement ("Default Interest");
 - f. The Tenant covenants and agrees to pay all Rent, costs and charges for services that are either provided to the Tenant or used by the Tenant, including all Utilities;
 - g. The Tenancy Agreement could be terminated at the option of the Landlord if the Tenant breached any of its covenants under the Tenancy Agreement;
 - h. Should an event of default occur, subject to the Landlord or Agent serving a notice requiring the Tenant to remedy the breach within a reasonable period, the Landlord could at any time thereafter re-enter and take possession of the Property. Upon re-entry, the Tenancy Agreement shall be terminated without prejudice to any right of action which the Landlord may have to claim damages in respect of any breach of the Tenancy Agreement;
 - i. In the event the Tenant terminates the Tenancy Agreement during the Term without the Landlord's written consent, pursuant to clause 6.3 of the Tenancy Agreement, the Tenant forfeits all Rent owed for the remaining Term of the Tenancy Agreement; and
 - j. Any notice required under the Tenancy Agreement is sufficiently served if, *inter alia*, served on the Tenant personally at the Property.

4. The Tenant failed to punctually pay Rent or Utilities in accordance with the Tenancy Agreement, and has fallen into arrears of Rent in the sum of US\$13,000 (CI\$10,808.77), and arrears in respect of Utilities in the sum of US\$32,478.66 (CI\$27,002.52) (together, the "Arrears").
5. The Agent, for and on behalf of the Landlord, has served several notices on the Tenant in respect of outstanding Rent and Utilities, and by letter dated 2 June 2025, personally served a notice demanding payment of the Arrears, which demand remains unsatisfied.
6. The Tenant informed the Landlord of their intention to terminate the Tenancy Agreement and vacate the Property on 23 June 2025, in contravention of the Tenancy Agreement.
7. Given the ongoing breach of the Tenancy Agreement and non-payment of Rent, by letter dated 13 June 2025, the Agent, for and on behalf of the Landlord, personally served a Notice to Vacate on the Tenant, requiring them to vacate the Property.
8. As at 16 June 2025 the Defendant remains in the Property and is in arrears of Rent and Utilities in the sum of US\$45,478.66 (CI\$37,789.65).
9. Further, the Plaintiff seeks and is entitled to Default Interest pursuant to Clause 2.2 of Tenancy Agreement, alternatively pursuant to section 34(1) of the Judicature Law (2013 Revision) at such rate from such date and on such amounts as this Honourable Court thinks fit.

Loss and Damage

10. As a result of the Defendant's continual breach of contract the Plaintiff has suffered financial loss in the form of Agent and legal fees, lost Rent and Utilities which have not been paid by the Defendant in accordance with the Tenancy Agreement.
11. Further, pursuant to clause 6.3 of the Tenancy Agreement, the Defendant is liable for all Rent and other sums due under the Tenancy Agreement for the full duration of the Term, or until such time as the Property is validly re-let, including all reasonable costs associated with re-letting and remedying the Defendant's breach of the Tenancy Agreement.
12. As at 16 June 2025 the total loss suffered by the Plaintiff amounts to US\$45,478.66 (CI\$37,789.65). A schedule of loss is appended to this Statement of Claim.

AND THE PLAINTIFF claims:

- A. The debt of US\$45,478.66 (CI\$37,789.65);
- B. Interest pursuant to Clause 2.2 of Tenancy Agreement, alternatively pursuant to section 34(1) of the Judicature Law (2013 Revision) at such rate from such date and on such amounts as this Honourable Court thinks fit;
- C. Such other relief as this Honourable Courts sees fit; and
- D. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$45,478.66 (CI\$37,789.65) plus the Plaintiff's costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.



Campbells LLP
Attorneys-at-Law for the Plaintiff
17 June 2025

This Writ of Summons and Statement of Claim is issued by Campbells LLP, attorneys-at-law for the Plaintiff whose address for service is Floor 4, Willow House, George Town, Cayman Islands, KY1-9010 (ref: 09881/42495).

Schedule of Loss

Date	Reference	Invoice USD	Payment	Balance USD
31 Dec 24	Opening Balance			726.84
31 Dec 24	Chilled Water - December 2024	108.47		835.31
31 Dec 24	Gas - December 2024	94.83		930.14
28 Jan 25	VIP Appliance Service Ltd, INV 13337 - Fridge Repair	146.34		1,076.48
31 Jan 25	Property Doctors - Silicone shower seal	36.16		1,112.64
31 Jan 25	Chilled Water - January 2025	167.30		1,279.94
07 Feb 25	AC Maintenance - Q1 2025	182.13		1,462.07
07 Feb 25	Insurance Deductible Reserve Charge Q1 2025	1,046.45		2,508.52
07 Feb 25	Prepaid Insurance & 2025 Catch up - Q1 2025	11,587.35		14,095.87
07 Feb 25	Strata Charges Q1 2025	17,197.58		31,293.45
28 Feb 25	Chilled Water - February 2025	99.24		31,392.69
28 Feb 25	Gas - February 2025	94.83		31,487.52
07 Mar 25	VIP Appliance Service Ltd INV 13756, Fridge leak	640.24		32,127.76
31 Mar 25	Chilled Water - March 2025	177.54		32,305.30
31 Mar 25	Gas - March 2025	173.50		32,478.80
31 Mar 25	Payment on account		30,943.65	1,535.15
01 Apr 25	Insurance Deductible Reserve Charge Q2 2025	1,046.45		2,581.60
01 Apr 25	Prepaid Insurance Q2 2025	11,587.35		14,168.95
01 Apr 25	Strata Charges Q2 2025	17,197.58		31,366.53
01 Apr 25 2025	AC Maintenance - Q2	182.13		31,548.66
27 May 2025	Unpaid storage fees	970		970
1 June 2025	June Rent arrears	13,000		13,000

Total current debt: US\$45,478.66 (C\$37,789.65)

This Writ of Summons and Statement of Claim is issued by Campbells LLP, attorneys-at-law for the Plaintiff whose address for service is Floor 4, Willow House, George Town, Cayman Islands, KY1-9010 (ref: 09881/42495).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. FSD OF 2025 ()

BETWEEN:

SEAFIRE1002 LLC

PLAINTIFF

AND:

ILYA AHARON

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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

☐ yes ☐ no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐ yes ☐ no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

**Campbells
4th Floor, Willow House
Cricket Square
George Town
Grand Cayman KY1-9010
(Ref: IJD/JFI/09961-42602)**

Indorsement by Defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.