



IN THE SUMMARY COURT AT GEORGE TOWN

CIVIL DIVISION

CAUSE NO: SC 2025-

BETWEEN: THE PROPRIETORS, STRATA PLAN NO. 618

PLAINTIFF

AND: KERRY-ANN ALLMAN

DEFENDANT

PLAINT

To: The Defendant, KERRY-ANN ALLMAN of Unit 12, Scholar's Retreat, West Bay, Grand Cayman, Cayman Islands and West Bay General Delivery, Grand Cayman KY1-300, Cayman Islands

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

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 Acknowledgment of Service 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 return the Acknowledgment containing full particulars of your defence, the Plaintiff may apply for a default judgment against you without any further notice to you.

Issued this 20th day of August, 2025

FrancisGrey
Attorneys for the Plaintiff

See overleaf for particulars of the Plaintiff's claim.

FILED BY FrancisGrey, Attorneys-at-Law for the Plaintiff, whose address for service is c/o Suite 2206, Cassia Court, 72 Market Street, Camana Bay, P.O. Box 32302, Grand Cayman KY1-1209, Cayman Islands

PARTICULARS OF CLAIM

1. The Plaintiff is strata corporation established pursuant to Section 5 of the Strata Titles Registration Act (2013 Revision) (the "**Act**"). The strata corporation is made of the proprietors of the strata lots comprising Strata Plan No. 618, being the development known as Scholar's Retreat.
2. The Defendant is the proprietor of one of the strata lots forming part of the Strata Plan, namely Registration Section West Bay North West Block 4D Parcel 384H12, Scholar's Retreat, Building "B", Apartment 12 (the "**Property**").
3. In accordance with the Act, the control, management, administration, use and enjoyment of the Strata lots and common property that form part of the Strata Plan, including the Property, are governed by the registered Bye-Laws of the Strata Plan (the "**Bye-Laws**").
4. Pursuant to clauses 4.2 and 4.3 of the Bye-Laws, the Defendant is required to pay to the Plaintiff within thirty-one (31) days of demand:
 - i. all rates, taxes, charges, outgoings and assessments and contributions (the "**Strata Fees**") payable in respect of the Property; and
 - ii. all other costs and expenses incurred by the Plaintiff in connection with the collection of the Strata Fees due from the Defendant and the enforcement of the Bye-Laws or as result of the breach by the Plaintiff of any of the Bye-Laws.

5. In accordance with the Bye-Laws, the monthly invoices are issued to the Defendant which record the amount payable by the Defendant to the Plaintiff in respect of the Strata Fees payable in respect of the Property for the month during which the statement is issued and the amount of any arrears.
6. Each invoice issued to the Defendant constitutes a demand for payment of the amount due specified in the invoice in respect of the Strata Fees for the Property.
7. By letter dated 26 March 2025, the Plaintiff's attorneys-at-law issued a formal demand to the Defendant for payment of the amount due to the Plaintiff in respect of the outstanding Strata Fees for the Property.
8. Despite the demands made by the Plaintiff, the Defendant has failed or refused to pay the Strata Fees due to the Plaintiff in respect of the Property in breach of clauses 4.2 and 4.3 of the Bye-Laws.
9. As at 12 August 2025 the Defendant is indebted to the Plaintiff in the sum of CI\$5,250 in respect of outstanding Strata Fees in respect of the Property for the period September 2023 to December 2024. Strata Fees will continue to accrue monthly in respect the Property at the current rate of CI\$350 per month or at such other rate as may be determined by the Plaintiff from time to time.
10. As a result of the Defendant's breaches of the Bye-Laws, the Plaintiff has incurred legal fees which the Defendant is required to pay on a full indemnity basis in accordance with clause 4.3.2 of the Bye-Laws.
11. As at the date hereof, the Plaintiff has incurred the sum CI\$1,250.00 in respect of legal fees and disbursements. Further losses in respect of legal fees are expected to be

incurred by the Plaintiff up to the date of trial. Full particulars of losses suffered by the Plaintiff in respect of legal fees will be provided in advance of the trial.

12. Pursuant to clause 4.3.4 of the Bye-laws, in the event that sums due and payable by the Defendant plus interest are not paid within 120 days of demand, the Plaintiff shall be entitled to enter into possession of Property and receive any rents payable in respect of the Property or if the Property is not rented, to rent the Property for such period as the Plaintiff may deem necessary in order to recover the amounts due by the Defendant to the Plaintiff.

Statement as to Interest

13. Pursuant to clause 4.3.3 of the Bye-laws, in the event that the Defendant fails to pay to the sums due to the Plaintiff within thirty-one (31) days, the Plaintiff is required to pay interest on the sums due at the rate of four percent (4%) per annum above the prime lending rate for Cayman Islands dollars at the Plaintiff's bank at the time of default (currently 4.95%) , which interest shall accrue from daily until payment.
14. The Plaintiff therefore seeks interest on the sums due and payable by the Defendant to the Plaintiff at the rate of 8.95% per annum from 1 October 2023 to the date of payment. Alternatively, the Plaintiff seeks interest pursuant to Section 34 of the Judicature Act (2021 Revision) at such rate and for such period as this Honourable Court deems just.

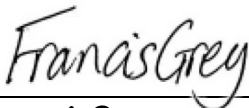
AND THE PLAINTIFF CLAIMS:

- i. Damages in the sum of CI\$6,500.00;
- ii. Such further loss and damages in respect of Strata Fees accrued in respect of the Property from September 2025 to the date of payment at the rate of CI\$350.00 per month or such rate as may be determined by the Plaintiff from time to time;

- iii. Interest at the rate of 8.95% per annum from 1 October 2023 to the date of payment. Alternatively, interest pursuant to Section 34 of the Judicature Act (2021 Revision) at such rate and for such period as this Honourable Court deems just
- iv. Costs on an indemnity basis pursuant to clause 4.3.2 of the Bye-Laws.
- v. An Order for possession of the Property pursuant to Clause 4.3.4 of the Bye-Laws;
- vi. An Order pursuant to Clause 4.3.4 of the Bye-Laws that the Plaintiff shall be appointed receiver of all rents due and payable in respect of the Property for such period as may be necessary for the Plaintiff to recover the Strata Fees and costs referenced at (i) to (iv), such further costs, fees and interest payable by the Defendant to the Plaintiff in respect of the Property in accordance with the Bye-Laws.
- vii. Such further or other relief as this Honourable Court deems just.

If, within the time for returning Acknowledgment the Plaintiff pays the total amount claimed of CI\$6,500 together with interest and costs, further proceedings will be stayed. The amount must be paid to the Plaintiff or their attorneys-at-law.

Dated this 20th day of August 2025



FrancisGrey
Attorneys for the Plaintiff

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ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address and the date the Plaintiff was received.

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 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2025

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 in not liable for the full amount claimed).

Defendant's Signature

REMINDER: This form must be taken or sent to the Court's Office, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.