

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS****CIVIL DIVISION****CAUSE No. S2026**

BETWEEN	EDWIN PRENDERGAST	PLAINTIFF
AND	ANDRES DOUGLAS	DEFENDANT

PLAINT

To the Defendant

ANDRES DOUGLAS
26 Nashe Street
Bodden Town
Grand Cayman
Cayman Islands

THIS PLAINT 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 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, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 14 day of Edw MAY 2026

See overleaf for particulars of the Plaintiff's claim.

This **PLAINT** is filed by the Plaintiff, **EDWIN PRENDERGAST** as a litigant-in-person whose address for service is #3, 66 Corella Drive, Bodden Town, Grand Cayman, Cayman Islands, P.O. Box 725, Savannah, KY1 - 1502

PARTICULARS OF CLAIM

1. The Plaintiff of #3, 66 Corella Drive, Bodden Town, Grand Cayman, Cayman Islands is the registered owner of Apartment #9, 66 Corella Drive, Bodden Town, Grand Cayman, Cayman Islands (the 'Premises') which he rents to the Defendant.
2. The Defendant's registered address is 26 Nashe Street, Bodden Town, Grand Cayman, Cayman Islands.
3. True copies of the documents to which the Plaintiff shall refer in this Complaint are marked '**Exhibit-EP1**'. Save where the contrary is stated, or the context otherwise requires, reference in this Complaint to pages, are pages in '**Exhibit-EP1**'.
4. The Defendant of 26 Nashe Street, Bodden Town, Grand Cayman, Cayman Islands has been in occupation of the Premises since October 8th 2022. The Defendant were the Plaintiff's tenant.
5. On or around October 8th, 2022, the Plaintiff and the Defendant entered into a written Lease Agreement (the 'Agreement') for 12 months. Upon expiration of the Agreement, the tenant became a hold-over tenant, paying monthly.
6. The Agreement included the term that the Defendants would pay C\$750.00 per a month as rent. This requirement was stated in paragraph 1 of the written agreement. The Agreement also stated in paragraph 10 that for every day after the 4th of the month, there will be a late charge of \$25.00 per day added to the foresaid monthly rent. The signed lease agreement is attached as pages **01 – 04** of '**Exhibit EP1**'.

This **PLAINT** is filed by the Plaintiff, **EDWIN PRENDERGAST** as a litigant-in-person whose address for service is #3, 66 Corella Drive, Bodden Town, Grand Cayman, Cayman Islands, P.O. Box 725, Savannah, KY1 - 1502

7. The rent was subsequently increased to CI\$800.00 in November 2023, taking effect on January 1st 2024. A copy of the notice shared with the tenant is attached as page **05** of '**Exhibit EP1**'.
8. The Defendant have not paid the Plaintiff rent since December 2025 even though verbal and written requests have been made. In total the Defendant owes CI\$4,000.00 for 5 month's rent. The Defendant also owes CI\$3,300.00 for the accrued late charges.
9. The Defendant also failed to pay his utility bills for several months, resulting in the termination of his utility services. The Plaintiff has had to pay those costs to restore service to the Premises. The Plaintiff paid CI\$517.69 to Caribbean Utilities Company Ltd. and CI\$342.64 to Water Authority – Cayman. Proof of payment for the utilities is attached as pages **06 – 12** of '**Exhibit EP1**'.
10. The Plaintiff intended to serve a Notice to Quit on the Defendants on February 1st, requiring payment in full and the Defendants to vacate the Premises by February 28th. However, the Defendants had travelled, making personal service impossible. A revised version of the Notice to Quit was served on the Defendants via WhatsApp on April 1st 2026, giving the Defendants 30 days to pay the outstanding charges and vacate the Premises. A copy of the Notice to Quit shared with the tenants is attached as page **13** of '**Exhibit EP1**'.
11. The Plaintiff also requested a Processs Server to serve the both prepared Notice to Quit documents on the Defendant, which was done on April 4th 2026 at 11:40am. An Affidavit of Service prepared by the process server is attached as page **24-25** of '**Exhibit EP1**'.

This **PLAINT** is filed by the Plaintiff, **EDWIN PRENDERGAST** as a litigant-in-person whose address for service is #3, 66 Corella Drive, Bodden Town, Grand Cayman, Cayman Islands, P.O. Box 725, Savannah, KY1 - 1502

12. The Defendants did surrender and vacate the property on April 30th 2026; however, they still have not paid the overdue rent or late charges, leaving the Plaintiff no choice but to bring this claim.
13. The Defendant has broken the terms of the Tenancy Agreement by failing to pay rent from December 2025 through April 2026 according to paragraph 1 of the Agreement, further they failed to pay the accrued late charges according to paragraph 10 of the Agreement.

This **PLAINT** is filed by the Plaintiff, **EDWIN PRENDERGAST** as a litigant-in-person whose address for service is #3, 66 Corella Drive, Bodden Town, Grand Cayman, Cayman Islands, P.O. Box 725, Savannah, KY1 - 1502

AND THE PLAINTIFF CLAIMS:

1. Principal of \$ 8161.00 ;
2. Filing Fee \$ 25.00 ;
3. Fixed Cost \$ 150.00 ;
- or, in the alternative,
4. Costs to be assessed ; and
5. Such other relief as this Honorable Court sees fit.


Edwin Prendergast

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CIVIL DIVISION

CAUSE No. S2026

BETWEEN	EDWIN PRENDERGAST	PLAINTIFF
AND	ANDRES DOUGLAS	DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address,
ANDRES DOUGLAS
26 Nashe Street
Bodden Town
Grand Cayman
Cayman Islands
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 2026

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]*

Defendant's Signature

REMINDER

This form must be taken or sent to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman within **14 days** of receipt otherwise a Default Judgment may be entered against you.