



**D COURT OF THE CAYMAN ISLANDS
GEORGE TOWN**

Lena Rose Dixon

The Moorings Strata Corporation

BCQS Property Management

CAUSE NO

Plaintiff

1st Defendant

2nd Defendant

WIRT OF SUMMONS

TO: The Moorings Strata Corporation
Unit 104, The Moorings, Strata Plan 351
George Town, Grand Cayman
Cayman Islands

AND TO: BCQS Property Management
238 North Church Street
George Town
Grand Cayman

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 495G, George Town, Grand Cayman, 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 day of September 2026.

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.

THIS WRIT is filed by Richards & Richards, Attorneys-at-Law for the Plaintiff whose address for service is, Harbour Center, 3rd Floor, Suite 5, 159 Mary Street, George Town, Grand Cayman, Cayman Islands.

IMPORTANT

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

STATEMENT OF CLAIM

1. At all material times the Plaintiff was the registered owner of unit 104, The Moorings, Strata Plan 351, located at 68 Whirlwind Drive, Patrick's Island, Spotts, Cayman Island's ("the Property").
2. The Plaintiff purchased the property on 25th July 2018.
3. At all material times between 2018 & 12 March 2020 the 1st defendant was the managing Strata Plan Corporation.
4. At all material times between 2020 and June 2022 the 2nd defendant was the management company charged with management of the complex known as the Moorings in which the Plaintiff owned the Property.
5. The 1st Defendant had contractual obligations owing to the Plaintiff pursuant to the Corporation byelaws, including but not limited to the following. All sub paragraph numbers are in relation to the sub paragraph numbers contained within the Byelaws:
 - a. 35(1) controls, manage and administer the Common Property for the benefit of the Proprietors with the intent that the development shall be kept up and maintained as a first-class private residential development.
 - b. 35(3) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables and ducts for the time being existing in the common Property and acceptable of being used in connection with the enjoyment of more than Strata Lot or common Property;
 - c. 35(4) maintain, repair and renew all portions of the Strata Lots contributing to the support of any of the buildings comprising the development including but not limited to the outside walls and load bearing columns in a Strata Lot and between Strata Lots and between any Strata Lot and common Property and the foundations, water, cisterns and septic tanks and all other pumps therefore;
6. On or around 13th August 2019 a sewage overflow occurred flooding units 101-104 of the Development. The 1st Defendant in breach of clauses 35(1), (3) and (4) of the Strata Byelaws failed to ensure that the sewage septic tank was emptied and cleaned on a regular basis.

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7. The 1st & 2nd Defendant prior to the sewage overflow was put on notice of issues relating to the failure to clean and empty the septic tank on multiple occasions including but not limited to 13th August 2019, 1 September 2021 & 11 September 2021.
8. Despite having notice that the tanks required emptying and cleaning the 1st defendant failed to do so.
9. On all three occurrences of the septic overflow The Plaintiff requested assistance from the 1st defendant in rectifying the damage. The 1st defendant refused to assist each time.
10. As a result of the 1st defendant's breach of contractual duty the Plaintiff suffered loss in the total amount of CI\$14,212.
11. On or around 12th March 2020, the 2nd defendant was appointed the property managing company of the 1st defendant.
12. On or about 14th February 2021, the Plaintiff suffered a power outage in her unit. Upon the attendance of CUC, she was informed that the issue was due to a corroded electrical meter box within the development.
13. On 18th February 2021 the Plaintiff informed the 1st and 2nd defendants of the issue and included a copy of correspondence from CUC highlighting the problem. Within her correspondence the Plaintiff asked the 1st and 2nd defendants to assist in rectifying the problem.
14. The 1st and 2nd defendant failed to rectify the corroded box with urgency.
15. As a result, the Plaintiff was unable to use household appliances without risk of power loss and flickering lights.
16. On 28th February 2022 a microwave within the unit began to spark fire and emit smoke causing damage.
17. On 2 March 2022 the Plaintiff ensured an electrician attended her unit and subsequently reported that the fire was caused by faulty electrical wiring servicing from the meter box panel connecting to the Plaintiff Unit. The electrician also provided evidence from CUC dated 18 February 2021 who responded to an alarm signal from the strata electricity meter Number 1702550002191, where they discovered that the connection to the meter base are badly corroded or in urgent need of repair which may result in electric arcing and as a result presents a risk of fire. Expressing a high urgency for immediate repair as a serious safety hazard for the premises. The Plaintiff immediately reported the matter to

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the 1st and 2nd defendant. The Plaintiff supplied a copy of the report from the electrician outlining the issue.

18. In breach of their contractual obligations pursuant to 34(1), (3) and (4) above the 1st defendant failed to ensure the wiring was free from defect.
19. In breach of their obligations to manage the property the 2nd defendant was negligent in that they:

Particulars of Negligence

- a. Failed to maintain a system of checks to ensure that no property defects relating to wiring existing.
 - b. Failed to maintain a system to ensure that septic is emptied at least once every two weeks to prevent overflow on three separate occasions.
20. As a result of the fire the Plaintiff has suffered loss amounting to **CI\$3,550 by 1st Defendant**
21. As a result of the issue regarding the mismanagement of the septic on 13 August 2019 and the damage incurred, the Plaintiff suffered losses amounting to **CI\$10,162 by 1st Defendant**
- a. Waive tenant rent for three months due to septic backup \$4,500
 - b. Hotel fee for 2 nights August 13 to 15th 2019 = \$462
 - c. Repayment of tenant designer bicycle seat (tenant cycles internationally) = CI\$2,200
 - d. Replacing Rugs and other miscellaneous = CI\$3,000
22. As a result of the issue regarding the mismanagement of the septic on the 1 and 11 September 2021 and the damage incurred, the Plaintiff suffered losses amounting to
- a. Relacing kitchen cupboard due to Mold development = CI\$10,100
 - b. Replacing kitchen countertop due to replacement of kitchen cupboards = CI\$3,000
 - c. Dean's Cleaning Services – Mold Assessment in December 2024, = CI\$250
 - d. Pro-Clean Ltd. Clean apt after septic flood August 14, 2019, = CI\$350
 - e. Animal Care & Surgical Hospital – Medications approximately = CI\$275
 - f. Island Vet Services – Treatment and continuing = CI\$2,042.17

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- g. Kman Vet treatments = CI\$4,365.80
- h. Animal Care & Surgical Hospital – biopsy = CI\$2,825
- i. Airline tickets Import/Export permit June 04 – 19th 2022, = CI\$1,004.35
- j. Gables Animal Clinic Examination = CI\$225.49
- k. Airline tickets Import/Export permit July 23 to 31, 2022 = CI\$972.35
- l. Parisian rug = CI\$3,000
- m. Ottoman x 2 = CI\$1,500
- n. Cat play station = CI\$,700
- o. Cat litter, litter box, food stand and water fountain = CI\$600
- p. Re-carpet 2 steps = CI\$1,200

23. Total loss for septic damage amounting to = **CI\$32,410 by 2nd Defendant**

24. As a result of the issue regarding the mismanagement of the Property and the damage incurred the Plaintiff suffered mental distress.

25. On 6 September 2021 the Plaintiff called an emergency meeting with the board members to address the frequent sewage overflows and other outstanding maintenance issues, none of the members attended the meeting.

AND THE PLAINTIFF CLAIMS

In the premises, the Plaintiff is entitled to and claims:

- (1) the principal sums of **CI\$46,122**
- (2) General damages for pain, suffering and loss of amenity
- (3) Interest under the Judicature Law
- (4) Court fees and Bailiff Fees \$250.
- (5) Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount of the damages (including fees and interest, in accordance paragraphs 8 and hereof, and costs of **KY\$46,622** further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney at:

- Cayman National Bank
- Account Name: Richards & Richards Attorneys-at-Law Ltd.
- Account Type: KYD - Checking
- Account Number: 011-17352
- Put your reference in the Beneficiary Comments

Dated: 24 September 2026



Richards & Richards
Attorney at Law for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

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

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

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

If a Statement of Claim is not endorsed 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 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 Acknowledgement, 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 installments or otherwise.

See overleaf for notes for guidance

Please complete overleaf

THIS WRIT is filed by Richards & Richards, Attorneys-at-Law for the Plaintiff whose address for service is, Harbour Center, 3rd Floor, Suite 5, 159 Mary Street, George Town, Grand Cayman, Cayman Islands.

Notes of Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 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 form 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney 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. The Defendant acting in person may obtain help in completing the form at the Court Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE NO

Lena Rose Dixon

Plaintiff

The Moorings Strata Corporation

1st Defendant

BCQS Property Management

2nd Defendant

WIRT OF SUMMONS

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

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

2. State whether the Defendant intends to contest the proceedings.

_____ **Yes**

_____ **No**

3. If the claim against the Defendants are for a debt or liquidation demand, AND he does not intend to contest the proceedings, state if the Defendants intends to apply for a stay of execution against any judgment entered by the Plaintiff.

_____ **Yes**

_____ **No**

Service of the Writ is acknowledged accordingly.

(Signed).....

Attorney for _____

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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.

Richards & Richards Attorneys-at-Law
Harbour Center, 3rd Floor, Suite 5
159 Mary Street, George Town
Grand Cayman, Cayman Islands

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

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