

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS****CAUSE NO. SC of 2026****BETWEEN:****SUSAN KENNEDY****PLAINTIFF****AND:****FIONA MCCRIMMON
AND
ROGER BRETAYNE****DEFENDANTS****PLAINT**

To:

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 Plaint 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, 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 *Acknowledgment of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgment of Service* form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

See overleaf for particulars of the Plaintiff's claim.

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

PARTICULARS OF CLAIM

1. By an agreement in writing (the "Tenancy Agreement") dated THE 9TH OF June 2025 the Defendants agreed to let a property known as Apartment 3, Safe Harbour, Grand Cayman, WBBN 11C 312H3 (the "Property").
2. The Tenancy Agreement was assigned from SM2R effective on the 28th of May 2026 in writing (the "Assignment") and the Defendants signed acknowledging receipt of a copy of the Assignment and notice of the assignment on the 25th of May and the 21st of May respectively.
3. The terms of the Tenancy Agreement included as follows:
 - 3.1. The term of this Tenancy Agreement commenced on the 4th day of July 2025, and shall continue for a period of eleven (11) months and twenty-seven (27) days, ending on the 30th day of July, 2026 (the "Term").
 - 3.2. The total rent for the Term of 11 months shall be USD \$67,100.00, payable in advance in monthly instalments of USD \$6,100.00 on or before the 1st day of each month (the "Rent").
 - 3.3. The Tenant shall be solely responsible for all utility and service charges during the term of the tenancy. This includes electricity (CUC) and water (Cayman Water), which will remain in the Landlord's name. The Landlord will issue a monthly statement to the Tenant for these charges, and the Tenant agrees to reimburse the Landlord in full each month upon receipt.
 - 3.4. If the rental hereby reserved or any part thereof shall at any time be unpaid by the 1st of the month a late fine of US\$300 will be imposed by the 2nd day being late.
4. The terms of Tenancy Agreement were varied by the Parties at clause 6 of the Assignment by agreeing that the Defendants could terminate the tenancy on the 3rd of July 2026 but all other terms remained.
5. On the 1st of July the following sums became due:
 - 5.1. US\$6,100 in rent for July 2026
 - 5.2. CUC CI\$267.94/US\$326.75

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

6. The Defendants were written to by the plaintiff and their agents demanding payment of the sums due under the Tenancy Agreement and the Defendants have failed or refused to pay the sums due.
7. As at the 8th of June 2026 the particulars of the sums due and owing are as follows:

	USD
June Rent	\$6100
Late Fees	\$300
Utilities	\$326.75
Total	\$6,726.75

AND THE PLAINTIFF CLAIMS:

- a) The said sum of US\$6,726.75 as monies due and owing.
- b) fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiffs Attorneys-at-Law the total amount claimed of US\$6,726.74 (together with interest and costs of CI\$500.00) all further proceedings will be stayed.

Dated this 8th day of June 2026



KSG

Attorneys for the Plaintiff

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**CAUSE NO. SC of 2026****BETWEEN:****SUSAN KENNEDY****PLAINTIFF****AND:****FIONA MCCRIMMON
AND
ROGER BRETAYNE****DEFENDANTS****ACKNOWLEDGMENT OF SERVICE**

1. State Defendant's name and address -

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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 defense overleaf.

Service of the Complaint is acknowledged accordingly.

Defendant's Signature

Dated this day of , 2026

See Overleaf

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

(Here set out in numbered paragraph 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 Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.