



**MARY COURT OF THE CAYMAN ISLANDS
ION**

CAUSE NO: OF 2026

BETWEEN:

KALIA ELLIOTT

PLAINTIFF

AND:

- 1. COLIN MASSIAS**
- 2. SOPHIA TULLOCH-MASSIAS**

DEFENDANTS

PLAINT

TO:

COLIN MASSIAS of PO Box 2500, KY1-1104 and Grand Cayman, Cayman Islands

SOPHIA TULLOCH-MASSIAS of PO Box 2500, KY1-1104, Grand Cayman, Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff with her address c/o Samson Law Associates, The White House, 20 Genesis Close, PO Box 2425, Grand Cayman, KY1-1105 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 Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service form stating therein whether you intend to contest these proceedings.

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 to return the Acknowledgement of Service form containing full particulars of your defence within the time stated, the Plaintiff may apply for a default judgment without any further notice to you.

ISSUED THIS 29th day of SEPTEMBER 2026

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff, at all material times, was the owner and landlord of premises located at Apartment 1, Block 38B Parcel 565, 29 Lemuel Circle, Grand Cayman, Cayman Islands (hereinafter known as the premises).
2. The Defendants, at all material times, were the tenants of the premises.
3. By way of a lease agreement dated 21st February 2026, the following (among other things) were agreed between the Plaintiff and the Defendants:
 - a. Term – 23rd day of February 2026 – 31st day of January 2027
 - b. Rent – CI \$1800 per month payable in advance on or before the 1st day of each month.
 - c. Late Charges – in the event that the rent and any expenses incurred by the tenants is not received prior to 5.00 p.m. on the 5th of the month, regardless of the cause, a late fee of CI\$50.00 per day will be charged.
 - d. Default – Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. If the Tenant shall fail to observe or perform any of the stipulations on their part herein contained it shall be lawful for the Landlord to terminate this agreement by giving to the Tenant 7 days' notice in writing.
 - e. Maintenance, Repairs or Alterations- Tenant acknowledges that premises are in good tenantable repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, keep the premises including all equipment, appliances, furniture and furnishings in a clean and sanitary manner.
4. On or about 12 August 2026, the Plaintiff wrote to the Defendants notifying them that as at the date of the letter, they owed outstanding rents for the months of July and August 2026, along with late fees, electricity and gas charges.
5. Correspondence were exchanged between the parties and on 17 August 2026, the Plaintiff, by way of a letter, advised the Defendants that they owed \$6319.78. They were also notified that should the payment not be made in full by 20 August 2026, they are required to vacate the premises on 22 August 2026. The sum of \$6531.19 owed by the Defendants was broken down as follows:
 - a. \$3600 – Outstanding Rents for July & August
 - b. \$2200 – Outstanding late fees as of 17 August 2026

- c. \$60 – Gas Charge
 - d. \$459.78 – Electricity charges for June & July 2026
 - e. \$211.41 – Electricity charges for August 2026
6. The Defendants acknowledged that they owed the Plaintiff both the outstanding rents along with the late payment fees. They agreed to vacate the premises but sought an extension of time to vacate up to 31st August 2026.
7. The Plaintiff agreed to the extension of time to vacate, and the Defendants then vacated the premises on 29 August 2026 but failed/refused to repay the outstanding sums due to the Plaintiff. Late fees continued to accumulate from 18 August 2026 to 29 August 2026. This was an additional sum of \$600 owed to the Plaintiff.
8. The Defendants also failed to have the premises cleaned upon vacating the apartment. The Plaintiff was required to conduct a deep cleaning of the apartment upon their departure.
9. The sum of \$7131.19 is due and owing by the Defendants to the Plaintiff.

AND THE PLAINTIFF CLAIMS:

- a. The sum of \$7131.19 as outstanding rents and late fees;
- b. \$100 as deep cleaning fee;
- c. Interest in accordance with the Judicature Act (2021 Revision);
- d. Costs in the sum of \$3500 plus filing and process server fees; and
- e. Such further or other relief that his Honourable Court deems just.

DATED THIS 29th day of SEPTEMBER 2026**Samson Law Associates**

Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court**AND TO: The Defendants**

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO: OF 2026****KALIA ELLIOTT****PLAINTIFF****AND:**

- 1. COLIN MASSIAS**
- 2. SOPHIA TULLOCH-MASSIAS**

DEFENDANTS**ACKNOWLEDGMENT OF SERVICE**

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

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

☐ Yes ☐ No

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3. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

☐ Yes ☐ No

Service of this Plaint is acknowledged accordingly

(Signed).....

[The Defendant]/ [Attorney for the Defendant]

Address for service: Please complete 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.)

DEFENDANTS' SIGNATURE

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