

Plaintiff (Name, Address, Phone)	Defendant (Name, Address, Phone)	Case # <b>COMPLAINT</b> For EVICTION ACTION  FORCIBLE DETAINER SPECIAL DETAINER
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**YOUR LANDLORD IS SUING TO HAVE YOU EVICTED. PLEASE READ CAREFULLY.**

1. Plaintiff is authorized to file this action. **Note:** Property owner must represent self or be represented by an attorney. A property manager can represent owner only if landlord is a corporation and property manager qualifies as a representative under Rule 31(a)(4)(C), Rules of the Arizona Supreme Court.
2. The above-named Court has jurisdiction in this action and the property involved is located within this precinct.
3. Plaintiff is entitled to immediate possession of the following premises (List business name, if any, and complete physical address of premises):  
\_\_\_\_\_

4. On \_\_\_\_\_(date). Defendant was properly served notice to vacate premises by the following method of service:  Posting  Hand Delivery  Process Server  Regular Mail  Certified Mail.

**A copy of the notice to vacate and certificate of service is attached to this complaint.**

5. Defendant wrongfully withholds and retains possession of said premises after being served notice to vacate.
6. The specific reason for this Eviction Action is:

**FAILURE TO PAY RENT** (A.R.S. §§ 33-1368 or 33-1476):

NOTICE: Defendant may contact the Plaintiff or Plaintiff's attorney and may reinstate the lease agreement and cause the eviction action to be dismissed if, prior to the entry of judgment, the Defendant pays all rents due, and reasonable late fees due that are provided for under a written lease agreement, and any court costs and attorney fees the Plaintiff has incurred as of the date the payment is made.

- A. The regular rental amount is \$\_\_\_\_\_payable on the \_\_\_\_\_day of each  month  week
- B. Rent is past due. The last rental payment of \$\_\_\_\_\_was received on \_\_\_\_\_
- C. If applicable, the lease provides for late fees that are calculated in the following manner:  
\_\_\_\_\_
- D. If applicable, Plaintiff requests court cost, attorney's fees, other fees, or damages permitted by law
- E. If applicable, Defendant owes a rental concession, the nature of which is as follows:  
(Description)  
\_\_\_\_\_

**F. A copy of the lease agreement, if written, is attached to this complaint.**

G. As of the date that this Eviction Action is being file, the Defendant owes the following:

Rent from current and prior months totaling.....	\$ _____
Late fees.....	\$ _____
Court costs.....	\$ _____
Attorney’s fees.....	\$ _____
Other fees or Damages.....	\$ _____
Rental concession.....	\$ _____
TOTAL.....	\$ _____

**NON-COMPLIANCE BY TENANT** (A.R.S. §§ 33-1368 or 33-1476):

There is  Material non-compliance  Material non-compliance per A.R.S. §§ 33-1341 or 33-1451 affecting health and safety  Material and irreparable non-compliance with rental agreement by tenant as follows (List the date, place and circumstances or reason for termination):

\_\_\_\_\_  
\_\_\_\_\_

**NO RENT DUE** – Holdover by Tenant after Termination of Rental Agreement (A.R.S. §§ 33-1375 and 33-1483):

Tenant remains in possession without landlord’s consent after expiration/termination of rental agreement. Tenant holdover is willful and not in good faith.

7. Plaintiff requests a money Judgment for the amounts described above, if any, a Judgment for immediate possession of the property, and a Writ of Restitution returning the property to the Plaintiff’s possession.

**I swear or affirm that the information contained in this complaint is true and correct to the best of my knowledge.**

\_\_\_\_\_  
AFFIANT (Plaintiff or Attorney)

SUBSCRIBED AND SWORN to before me this date: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC