

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attorney for Plaintiff(s) Name / Address / Email / Phone Bar Number



# Maricopa County Justice Courts, Arizona

CASE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Plaintiff(s) Name / Address / Email / Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Defendant(s) Name / Address / Email / Phone

## COMPLAINT (Eviction Action)

Residential  Mobile Home  Commercial  Immediate

### YOUR LANDLORD IS SUING TO HAVE YOU EVICTED, PLEASE READ CAREFULLY

1. This court has jurisdiction to hear this case. The property is within this court's judicial precinct and is located at:  
\_\_\_\_\_
2. The Defendant wrongfully withholds possession of this property.
3. Any required written notice was served on the Defendant on \_\_\_\_\_ and was served in the following manner:  
\_\_\_\_\_. A copy of this notice is attached to this complaint.
4. This case involves a subsidized rental property.

**SUBSIDIZED:** The total amount of monthly rent is \$ \_\_\_\_\_. The Tenant's portion of that monthly rent is \$ \_\_\_\_\_. The current outstanding balance owed by the tenant is \$ \_\_\_\_\_.

5. The Plaintiff is authorized to file this action and has done so for the following reason(s):

**RENT:** The Defendant has failed to pay rent as agreed. The rent is unpaid since \_\_\_\_\_ and had a prior unpaid balance of \$ \_\_\_\_\_. The rental agreement requires rent to be paid each month on the \_\_\_\_\_ day of each month in the following amount: \$ \_\_\_\_\_. The lease provides for late fees and that the late fees be calculated in the following manner: \_\_\_\_\_

**NOTICE:** If you are a residential tenant and the only allegation from your landlord is that you have not paid your rent, you may contact your landlord or your landlord's attorney and offer to pay all of the rent due, plus any reasonable late fees, court costs and attorney's fees. If you pay these amounts prior to a judgment being entered, then this case will be dismissed and your lease will be reinstated and will continue.

**NON-COMPLIANCE:** The Defendant committed and has failed to remedy, a condition that is a material non-compliance of the rental agreement. Specifically, after receiving a notice to remedy the problem, the Defendant, on the \_\_\_\_\_ day of \_\_\_\_\_ caused or allowed the following condition to occur:  
\_\_\_\_\_  
\_\_\_\_\_

**IRREPARABLE BREACH:** The Defendant has committed a material and irreparable breach. Specifically, on the \_\_\_\_\_ day of \_\_\_\_\_, the Defendant did the following: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The Defendant owes a rental concession in the following amount: \$ \_\_\_\_\_. The nature of the rental concession (if any) is: \_\_\_\_\_.

7. As of the date that this action is being filed, the Defendant owes the following:

Rent (From Current and Prior Months) Totaling: \$ \_\_\_\_\_

Late Fees: ..... \$ \_\_\_\_\_

Rental Concessions: ..... \$ \_\_\_\_\_

Costs: ..... \$ \_\_\_\_\_

Attorneys Fees: ..... \$ \_\_\_\_\_

Other Damages: ..... \$ \_\_\_\_\_

Total Amount Requested: ..... \$ \_\_\_\_\_

8. The Plaintiff requests a money Judgment for the amounts described above and also a Judgment for possession of the property.

9. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the property to the Plaintiffs possession 5 days from the date of the judgment or 12 to 24 hours from the time of the judgment. (Applies to material and irreparable breach only)

10. By signing this complaint, I verify that the assertions are true and correct to the best of my knowledge and belief and that they are based on a reasonably diligent inquiry.

Date: \_\_\_\_\_  
Plaintiff

Please inform court staff if interpreter services are required. <input type="checkbox"/> Yes, I need interpreter services. Language: _____
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