
Attorney's Name

Attorney's Address

Attorney's Bar Number

Gila County Justice Courts, State of Arizona
GLOBE JUSTICE COURT – 1400 E. ASH ST. – GLOBE, AZ 85501 (928) 425-3231

Case Number: _____

Plaintiff(s): _____
Mailing _____
Address: _____
Phone: _____

Defendant(s): _____
Mailing _____
Address: _____
Phone: _____

YOUR LANDLORD IS SUING TO HAVE YOU EVICTED. PLEASE READ CAREFULLY

1. This Court has jurisdiction over this action and the property involved is located within this precinct.
2. Plaintiff is authorized to file this action. Note: Property owner must represent self or be represented by an attorney. A property manager can represent an owner only if the landlord is a corporation and property manager qualifies as a representative under Rule 31, Rules of the Arizona Supreme Court.
3. Plaintiff is entitled to possession of the following premises: **(Complete physical address of premises).**
ADDRESS: _____
4. On the _____ Day of _____, _____, the Defendant was properly served the required Notice A.R.S. §33-1313 by the following method: ☐ Hand Delivery ☐ Process Server ☐ Certified Mail
A copy of the Notice is attached to this complaint.
5. Defendant wrongfully withholds and retains possession of said premises after being served the notice.
6. The specific reason for this Eviction Action is:

- ☐ **FAILURE TO PAY RENT:**
(Special Detainer) A.R.S. §33-1368 (Residential), A.R.S. §33-1476 (Mobile Space).

NOTICE: Defendant may contact 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, any reasonable late fees due (provided for in a written lease agreement), and any court costs and attorney fees the Plaintiff has incurred.

- A. Monthly rent in the amount of \$_____ is payable on the _____ of each month.
- B. The lease provides for late fees and that the late fees are calculated in the following manner:

C. Plaintiff request Court Costs and Attorney Fees

D. A copy of the written lease agreement, if one exists, is attached to this complaint.

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

Rent from current and prior month totaling.....	\$	_____
Rental Concessions: (if any list type _____)...	\$	_____
Late Fees.....	\$	_____
Court Costs.....	\$	_____
Attorney Fees.....	\$	_____
Service of Process.....	\$	_____
Other.....	\$	_____
Total Amount Requested...	\$	_____

- ☐ **NON-COMPLIANCE BY TENANT:**(Special Detainer)
A.R.S. §33-1368 (Residential), A.R.S. §33-1476 (Mobile Space).

There is ☐ Material non-compliance affecting health and safety ☐ Material and irreparable non-compliance with rental agreement by tenant as follows: (List the date, place & circumstances of the reason for termination):

- ☐ **NO RENT DUE:** (Forcible Detainer) Holdover by tenant after termination of Rental Agreement:
A.R.S. §33-1375 (Residential), A.R.S. §33-1483 (Mobile Home Space).

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

7. Plaintiff requests a money Judgment for the amount requested from Defendant, if any, a Judgment for possession of the property.
8. WRIT OF RESTITUTION: The plaintiff request the court issue a Writ of Restitution returning the property to the Plaintiffs possession ☐ 5 days from the date of judgment or ☐ 12 to 24 hours from the time of the judgment. (Applies to material and irreparable breach only)
9. By signing this complaint, I verify that the assertions are true and correct to the best of my knowledge and belief and they are based on reasonably diligent inquiry.

Date

Signature of Plaintiff or Plaintiff's Attorney

Title:
