

<input type="checkbox"/> County Court <input type="checkbox"/> District Court _____ County, Colorado Court address:	
Plaintiff(s): v. Defendant(s):	▲ COURT USE ONLY ▲
Attorney or Party Without Attorney (Name and Address): Phone Number: FAX Number: E-mail: Atty. Reg. #:	Case Number: Division: Courtroom:
COMPLAINT (UNLAWFUL DETAINER)	

Plaintiff, named above, states and alleges as follows:

1. Plaintiff is the owner, or agent for the owner, of the premises in the County of _____, State of Colorado, described as follows: _____
_____.

2. Defendant leased and occupied the premises pursuant to a rental agreement [more specifically: pursuant to a written lease, a copy of which is attached hereby as Exhibit A and incorporated herein by reference, pursuant to a verbal month-to-month tenancy, pursuant to a verbal tenancy at will, other] at a monthly rental of \$ _____, payable (in advance*) on the _____ day of each month.

3. Defendant failed to pay the monthly rental due on the following date(s) _____ and as of this filing is indebted to the Plaintiff for past due rent in the amount of \$ _____, and for damages in the amount of \$ _____, for a total of \$ _____.

4. Defendant has violated the terms and conditions of the rental agreement by failing to comply with the following covenants or conditions of said rental agreement: _____

* Strike as applicable.



5. Plaintiff properly served a written demand for compliance with the terms of the rental agreement and applicable law, (a copy of which is attached hereto as Exhibit B and incorporated herein by reference) pursuant to Section 13-40-104, C.R.S., on the _____ day of _____, 20____, but Defendant has failed or refused to comply with said demand or to give up possession.
6. The Defendant unlawfully, and wrongfully holds possession of the described premises without the consent of the Plaintiff. Rent will continue to accrue at the rate of \$ _____ per day until Plaintiff regains possession of the described premises.
7. This Complaint is filed in County Court and:
 - the amount demanded by Plaintiff (or the monthly rental value) does not exceed \$15,000.00.
 - the amount demanded by Plaintiff (or the monthly rental value) exceeds \$15,000.00, however the Plaintiff wishes to limit recovery to the jurisdiction of this Court.
 - This Complaint is filed in District Court.
8. The Defendant is not engaged in the military service of the United States and is engaged in a civilian occupation.
9. (If applicable) The residential rental agreement attached as Exhibit A (if written) does does not contain a provision for the prevailing party to obtain attorney's fees pursuant to 13-40-123, C.R.S.
10. The Plaintiff does does not demand trial by jury (if demand is made a jury fee must be paid).

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

WHEREFORE, Plaintiff requests judgment for recovery of possession of the premises, for the rent, if any, due or to become due, for present and future damages, together with proper interests, costs, attorney's fees, and any other items allocable by statute or specific agreement.

 Plaintiff's/Attorney's Signature
 (Type Plaintiff's name, address, and tele. no. below)

[Optional]

Subscribed and affirmed or sworn to before me on the _____ day of _____, 20____,
 in the County of _____, State of _____.

My commission expires _____.

 Notary Public