

1 **AGUA CALIENTE BAND OF CAHUILLA INDIANS**
2 **TRIBAL COURT**

3
4
5) Case No.
6) (to be filled in by the Clerk's Office)
7)
8) **VERIFIED COMPLAINT FOR**
9) **JUDGMENT OF**
10) **UNLAWFUL DETAINER**
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

v. Plaintiff,
Defendant.

13 I, _____, request that the Tribal Court enter a judgment of
14 unlawful detainer under Agua Caliente Tribal Code Section 11.04.240 against defendant.

15 The complaint and request for judgment is based on the following facts:

16 I. JURISDICTION

17 A. Subject Matter: This case is brought under Agua Caliente Tribal Code
18 Chapter 11.04.

19 B. Personal: The Tribal Court has personal jurisdiction over the parties
20 under Agua Caliente Tribal Code Section 2.60.030(b)(2)c.

21 1. Plaintiff

22 a. I am an ___ owner ___ lessor ___ or sublessor of real property or a
23 dwelling, and who receives or is entitled to receive payment for the use or occupancy of
24 real property or a dwelling within the meaning of Agua Caliente Tribal Code Section
25 11.04.030. (Attach any documents including purchase contracts, lease or sublease
26 agreements that prove that you are the landlord).

27 b. List address or description of real property from which you are seeking to
28 have defendant evicted:

c. My current address and telephone number are:

1 2. Defendant

2 a. Defendant is currently in possession of the property named above.

3 b. Defendant's last known address and phone number are:

4
5 II. FACTUAL BACKGROUND

6 A. The property is ___ residential ___ commercial within the meaning of
7 Agua Caliente Tribal Code Section 11.04.030.

8 B. The property is:
9 ___ Land within or beyond the exterior boundaries of the Reservation
10 owned by any member of the Tribe that is held in trust by the United States or is subject
11 to a restriction against alienation imposed by the United States; or

12 ___ Land within the exterior boundaries of the Reservation owned by a
13 member of any other federally recognized Indian tribe that is held in trust by the United
14 States or is subject to a restriction against alienation imposed by the United States; or

15 ___ Land within or beyond the exterior boundaries of the Reservation
16 owned by the Tribe that is held in trust by the United States or is subject to a restriction
17 against alienation imposed by the United States; or

18 ___ Land within the exterior boundaries of the Reservation owned by the
19 Tribe in fee simple; or

20 ___ Land within the exterior boundaries of the Reservation subject to the
21 civil or criminal jurisdiction of the Tribe.

22 C. Agreement with Defendant

23 1. On or about (date) _____, I entered into a lease, sublease, or
24 agreement, written or oral, for the use and occupancy of a dwelling or real property.

25 2. The agreement was ___ written or ___ oral (Attach any written
26 agreement).

27 3. The agreement allowed the defendant to:
28 ___ lease the property.
 ___ sublease the property.

 4. The agreement was for \$_____ to be paid ___ monthly or ___ other:
 _____.

 5. The agreement ___ did ___ did not specify an end date for the
defendant's tenancy. Termination date of tenancy: _____.

1 D. Actions of Defendant:

2 1. ____ The defendant has not left the property, though the lease period has
3 expired. Agua Caliente Tribal Code Section 11.04.070(a)(1).

4 2. ____ The defendant has not left the property after default in the payment
5 of rent. Agua Caliente Tribal Code Section 11.04.070(a)(2). The amount of unpaid rent
6 is \$_____.

7 3. ____ The defendant has neglected or failed to perform other conditions of
8 the lease, including any provision not to assign or sublet. Agua Caliente Tribal Code
9 Section 11.04.070(a)(3).

10 4. ____ The defendant has not left the property after he maintains, commits,
11 or permits the maintenance or commission of a nuisance upon the property, or uses the
12 property for an unlawful purpose contrary to the conditions of the lease. Agua Caliente
13 Tribal Code Section 11.04.070(a)(4).

14 5. ____ The defendant has not left the property after he has provided written
15 notice to the landlord of his intention to terminate the tenancy or makes a written offer
16 to leave the property detained premises by a date specified in the offer and the landlord
17 accepts such offer but fails to deliver possession to the landlord. Agua Caliente Tribal
18 Code Section 11.04.070(a)(5).

19 6. [Set forth any other facts on which plaintiff seeks recovery] Agua Caliente
20 Tribal Code Section 11.04.140(a)(2).

21 7. [Set forth any circumstances of fraud, force, or violence that may have
22 accompanied the alleged forcible entry or forcible or unlawful detainer] Agua Caliente
23 Tribal Code Section 11.04.140(a)(3).

24 8. [State whether the lease for the detained premises was approved by the
25 Indian landowner(s) and/or the Secretary of the Interior and, if not, provide the reasons
26 for the lack of approval] Agua Caliente Tribal Code Section 11.04.140(a)(6).

27 E. Claim for Damages or Compensation. Agua Caliente Tribal Code Section
28 11.04.140(a)(4).

1. The defendant owes unpaid rent in the amount of \$_____.

2. The defendant owes repair costs to the property in the amount of
\$_____. [List damage to the property caused by defendant and provide estimated
or completed repair costs incurred by plaintiff]

3. Plaintiff seeks additional actual damages in the amount of \$_____.
[Detail any additional actual damages]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 4. Plaintiff seeks attorneys' fees and costs of suit.
- 5. Plaintiff seek statutory damages.

F. Notice to Defendant. [State specifically the method used to serve the defendant with the notice or notices of termination upon which the complaint is based. This requirement may be satisfied by attaching a proof of service of the notice or notices of termination served on the defendant. Agua Caliente Tribal Code Section 11.04.140(a)(7)].

III. RELIEF REQUESTED

A. I request that the Tribal Court enter a judgment of unlawful detainer against the Defendant pursuant to Agua Caliente Tribal Code Section 11.04.240 and grant me an immediate writ of possession so that I can have the Defendant removed with the assistance of law enforcement if he does not immediately leave the property.

B. I request that the Tribal Court enter a judgment for restitution of the detained premises, forfeiture of the lease if the proceeding involves an unlawful detainer action, actual damages, statutory damages, attorneys' fees, costs of suit, and/or rent due.

Dated: _____
Signature of Filing Attorney or Landlord Pro Se

LANDLORD VERIFICATION

I am the plaintiff in this proceeding and have read this complaint. I declare under penalty of perjury under the laws of the Agua Caliente Band of Cahuilla Indians Tribe that the foregoing is true and correct.

Dated: _____

(Type or Print Name) (Signature of Plaintiff)