



# CLEVELAND MUNICIPAL COURT

## HOUSING DIVISION

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Plaintiff(s)  
vs.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Defendant(s)

CASE NO. \_\_\_\_\_

**COMPLAINT IN FORCIBLE ENTRY  
AND DETAINER (EVICTION) and**  
 **CLAIM for MONEY DAMAGES**  
(check if applicable)

### I. FIRST CAUSE OF ACTION FOR EVICTION

1. The property at issue is the premises located at: \_\_\_\_\_, Cleveland, Ohio \_\_\_\_\_ (zip)  
(Provide the COMPLETE address of premises, including e.g. "Up," "Down," "Third Floor," "Front Unit," "Apt #".)
2. The premises described in paragraph one is owned by \_\_\_\_\_.  
 **Exhibit** Attached to this complaint as an Exhibit is documentation of the ownership of the premises, e.g. printout from the Cuyahoga County My Place website.
3. Plaintiff files this action as  owner of  agent for the owner of the premises  other.  
 **Exhibit** If Plaintiff is a business entity, such as a corporation or limited liability company (LLC), attached as an Exhibit is documentation of Plaintiff's good standing, active registration or active license with the Ohio Secretary of State.
2. The property is used for the following purpose(s):  residential  commercial
3. Defendant(s) occupy the premises pursuant to the following (check one):  

<input type="checkbox"/> a written rental agreement with plaintiff	<input type="checkbox"/> an oral rental agreement with plaintiff
<input type="checkbox"/> a land installment contract with plaintiff	<input type="checkbox"/> no agreement
<input type="checkbox"/> other _____	

  
 **Exhibit.** If there is a written lease or land contract, a copy is attached as an Exhibit or is not attached for the following reason: \_\_\_\_\_.
4. Plaintiff is terminating defendant's right to possession for the following reason(s):  

<input type="checkbox"/> non-payment of rent	
<input type="checkbox"/> breach of lease other than nonpayment (specify: _____).	
<input type="checkbox"/> termination of month-to-month or other periodic tenancy or expiration of lease	
<input type="checkbox"/> violation of tenant duties under RC 5321.05. (specify: _____).	
<input type="checkbox"/> termination of consent to occupy (no color of title)	
<input type="checkbox"/> other (specify: _____).	

5. Defendant's tenancy  is not and was not subject to a federal subsidy; or  
 is/was subject to a federal subsidy which was terminated.  
 **Exhibit.** *If the subsidy was terminated, true and accurate copies of notices to/from the Public Housing Authority (e.g. CMHA) are attached as Exhibits.*

6. Plaintiff served on Defendant a notice to vacate ("3-day notice") as required by R.C. 1923.04 on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, by the following method: \_\_\_\_\_.  
 **Exhibit.** A true and accurate copy of the notice is attached as an Exhibit.

7.  Plaintiff was not required to serve on Defendant any other notices; or  
 Plaintiff served on Defendant other required notices required by state or federal law, or the parties' lease on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
 **Exhibit.** *A true and accurate copy of other notices served are attached as Exhibits.*

## II. SECOND CAUSE OF ACTION FOR MONEY DAMAGES

8. Defendant has failed to pay the following amounts due as rent at the rate of \$\_\_\_\_\_ per month for the following months: \_\_\_\_\_.

9. Defendant will continue to owe rent after the filing of this case at the same amount per month.

10. Defendant has failed to pay late charges of \$\_\_\_\_\_/month for the following months: \_\_\_\_\_.

11. Defendant has failed to pay charges for utilities, or other charges that are not rent or late charges, and may fail to pay these charges as they come due, as follows:  
\$\_\_\_\_\_ for \_\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_ and ongoing.

12. Plaintiff is unable to determine the exact amount of property damage beyond normal wear and tear that Defendant(s) have caused or may cause prior to vacating the premises. Plaintiff estimates that Defendant have caused or may cause \$\_\_\_\_\_ in damages, which may include, in addition to property damage: (1) the cost of hiring movers to remove Defendant's personal property if Defendant does not remove it; and (2) the cost to replace items belonging to Plaintiff that Defendant may remove from the premises.

13. Defendant(s) paid plaintiff a security deposit of \$\_\_\_\_\_ which Plaintiff has retained.

## PRAYER FOR RELIEF

- (1) Plaintiff(s) requests an order granting restitution of the premises (eviction) and ordering Defendant(s) to vacate; and
- (2) Plaintiff(s) requests a judgment against Defendant(s) for money damages not to exceed the total of \$\_\_\_\_\_ and the ongoing liabilities indicated in paragraphs 9–11.

\_\_\_\_\_  
Signature of Plaintiff\*

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

<sup>1</sup>\*Warning: a non-attorney may NOT sign for another person OR for a business entity such as a corporation or LLC.\*