



Yurok Tribal Court

<p>Yurok Tribal Court PO Box 1027 / 230 Klamath Blvd. Klamath, CA 95548 (707) 482-1350 phone (707) 482-0105 fax</p>	<p>Case Number: _____ Case Type: <u>Civil - Unlawful Detainer</u></p>
<p>_____ Petitioner</p> <p>v.</p> <p>_____ Respondent(s)</p>	<p>UNLAWFUL DETAINER Complaint</p>

Part 1	To file in the Yurok Tribal Court, the court must have jurisdiction. Jurisdiction means that the Yurok Tribe has the authority to regulate the conduct addressed in your claim, and the Yurok Tribal Court has the legal authority to hear and decide the case.
Part 2	Jurisdiction (<i>Check all boxes that apply in this case</i>) <input type="checkbox"/> The petitioner(s) is (are) a Yurok tribal member(s). <input type="checkbox"/> The respondent(s) is (are) a Yurok tribal member(s). <input type="checkbox"/> The premises where the unlawful detainer occurred is on tribal lands/property.
Part 3	Petitioner's Name (<i>name each. If more, add with Attachment 3</i>): Petitioner's Address (Street Address, City, State, Zip Code): Phone number: _____ Email Address: _____
Part 4	Respondent's Name (<i>name each</i>): Respondent's Address (Street Address, City, State, Zip Code): Phone number: _____ Email Address: _____

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Part 5	Petitioner is: <input type="checkbox"/> an individual over the age of 18 years <input type="checkbox"/> a public agency or Tribal agency <input type="checkbox"/> a corporation or Tribal corporation <input type="checkbox"/> other (specify):
Part 6	Respondent is in possession of the premises located at (<i>street address, apt. no., city, zip code, county</i>): Premises was constructed in (<i>approximate year</i>):
Part 7	Petitioner's interest in the premises is <input type="checkbox"/> as owner. <input type="checkbox"/> other (<i>specify</i>):
Part 8	a) On or about (<i>date</i>): Respondent (<i>name each</i>): (1) agreed to rent the premises as a <input type="checkbox"/> month-to-month tenancy <input type="checkbox"/> other tenancy (<i>specify</i>): (2) agreed to pay rent of \$_____ payable <input type="checkbox"/> monthly <input type="checkbox"/> other (<i>specify frequency</i>): (3) agreed to pay rent on <input type="checkbox"/> First of the month <input type="checkbox"/> Other day (<i>specify</i>): b) This agreement was: <input type="checkbox"/> Written agreement <input type="checkbox"/> Oral agreement was made with: <input type="checkbox"/> Petitioner <input type="checkbox"/> Petitioner's agent <input type="checkbox"/> Petitioner's predecessor in interest <input type="checkbox"/> Other (<i>specify</i>): c) (<i>If applicable</i>) The Respondents not named in part 8(a) are:

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	<input type="checkbox"/> subtenants <input type="checkbox"/> assignees <input type="checkbox"/> other (<i>specify, include relationship to Respondent</i>): d) (<i>If applicable</i>) The agreement was changed as follows: e) <input type="checkbox"/> A copy of the written agreement, including any changes or attachments that form the basis of this complaint, is attached. <input type="checkbox"/> A copy of the written agreement is not attached because: <input type="checkbox"/> the written agreement is not in possession of the landlord or landlord's agents. <input type="checkbox"/> this action is solely for the nonpayment of rent.
Part 9	a) Respondent (<i>name each</i>): was served the following notice on the same date and in same manner: <input type="checkbox"/> 5-day notice to pay rent or quit <input type="checkbox"/> 30-day notice to quit <input type="checkbox"/> 60-day notice to quit <input type="checkbox"/> 15-day notice to perform covenants or quit b) (1) On (<i>date</i>): _____ the period stated in the notice checked in 9(a) expired. (2) Respondents failed to comply with the requirements of the notice. c) All facts stated in the notice are true. d) <input type="checkbox"/> The notice included an election of forfeiture. e) <input type="checkbox"/> A copy of the notice is attached.
Part 10	a) The notice in 9(a) was served to respondent(s) as follows: <input type="checkbox"/> By personally handing a copy to Respondent on (<i>date</i>): _____ <input type="checkbox"/> By leaving a copy with (<i>name or description</i>), a person of suitable age and capacity on (<i>date</i>): _____ at Respondent's (residence or building) _____ AND mailing a copy to Respondent's place of residence on (<i>date</i>): _____, because Respondent cannot be found at Respondent's residence or usual place of business. <input type="checkbox"/> By posting a copy on the premises in a conspicuous place on (<i>date</i>): _____ AND mailing a copy of the notice to Respondent on (<i>date</i>): _____ <ul style="list-style-type: none"> ● (a) because Respondent's residence or usual place of business cannot be ascertained or ● (b) because no person of suitable age or capacity can be found there.

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	<input type="checkbox"/> in a manner specified in a written commercial lease between parties. b) <input type="checkbox"/> (Name) _____ was served on behalf of all Respondents who signed a joint rental agreement. c) <input type="checkbox"/> Proof of service of notice in part 9(a) is attached.
Part 11	<input type="checkbox"/> Petitioner demands possession from each Respondent because of the expiration of a fixed-term lease.
Part 12	<input type="checkbox"/> At the time the 5-day notice to pay rent or quit was served, the amount of rent due was \$ _____.
Part 13	The fair rental value of the premises is \$ _____ per day.
Part 14	Respondent's (<i>select all that apply</i>) <input type="checkbox"/> Entry was forcible, and Petitioner is entitled to punitive damages under the Yurok Tribal Code 24.10.300(a). <input type="checkbox"/> Continued possession is malicious, and Petitioner is entitled to damages under the Yurok Tribal Code 24.10.300(b).
Part 15	<input type="checkbox"/> A written agreement between the parties provides for attorney fees.
Part 16	If there are any more allegations, please provide them here:
Part 17	Petitioner requests: <input type="checkbox"/> possession of the premises. <input type="checkbox"/> costs incurred in these proceedings. <input type="checkbox"/> past-due rent of \$ _____. <input type="checkbox"/> reasonable attorney/advocates fees in the amount of \$ _____. <input type="checkbox"/> forfeiture of the agreement. <input type="checkbox"/> damages at the rate stated in part 13 from (<i>date</i>): _____ for each day that Respondents remain in possession through entry of judgment. <input type="checkbox"/> punitive damages up to three times the total amount of damages and rent due for conduct alleged in part 14. <input type="checkbox"/> Other (<i>specify</i>):

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Part 18	Number of pages attached (<i>specify</i>):
Part 19	<p>By signing this Complaint, you are agreeing that the following statements are true and you are acknowledging that fines/fees/costs could be assessed against you if they are not.</p> <ol style="list-style-type: none"> 1. I have read this document. To the best of my knowledge and belief, the information in the document is true and correct. 2. I have not been determined by any court in any State to be a frivolous litigant (<i>meaning someone who runs to court for everything without having a good reason to do that</i>) or subject to an Order precluding me from serving and filing this document. 3. I am not serving or filing this document for any improper purpose, such as to harass the other party or to cause delay or needless increase in the cost of litigation or to commit a fraud on the Court. 4. I understand that if I am not telling the truth or if I am misleading the court or if I am serving or filing this document for any improper purpose, the court can order me to pay money to the other party, including the reasonable expenses incurred by the other party because of the serving or filing of this document such as court costs, and reasonable attorney's fees. 5. I understand that as part of a final order granting judgment or dismissing the case, the party who loses may be ordered to pay costs, disbursements, and reasonable attorney and witness fees to the winning party.
Part 20	<p>Under penalty of perjury, I declare that the foregoing is true and correct to the best of my knowledge.</p> <p>Signature of Petitioner: _____ Date: _____</p> <p>Printed Full Name: _____</p> <p>Address: _____</p> <p>Telephone Number (if available): _____</p> <p>E-mail Address (if available): _____</p>