

COMPLAINT—POSSESSION FOR NONPAYMENT OF RENT

When to use this particular Complaint for Eviction

This type of complaint is to be used when you, the plaintiff-landlord, are alleging the defendant-tenant should be evicted solely for:

1. Failing to pay rent

****If other violations of the lease terms are going to be alleged, do NOT use this form. See the form entitled “COMPLAINT—POSSESSION FOR NONPAYMENT OF RENT AND CONDUCT VIOLATIONS”****

NOTICE: When a Complaint for Eviction is based solely upon an allegation of nonpayment of rent, Indiana Supreme Court Order 21S-MS-422 (effective October 22, 2021) *requires* the trial court to advise the parties of the availability of eviction diversion resources, including emergency rental assistance, the availability of legal assistance, as well as the availability of the Indiana Supreme Court’s free *Landlord and Tenant Settlement Conference Program*.

NAME: _____

BLAINE S. GOODE, JUDGE
EVICTIONS (SMALL CLAIM)
JEFFERSON SUPERIOR COURT

ADDRESS: _____

JEFFERSON COUNTY COURTHOUSE
300 E. MAIN STREET
MADISON, INDIANA 47250

TOWN, STATE & ZIPCODE: _____

TELEPHONE NO.: _____

TELEPHONE NO.: (812) 265-8914
FAX NO.: (812) 265-8951

EMAIL: _____

AGAINST

NAME: _____

CAUSE NO.: 39D01-_____-EV-_____

ADDRESS: _____

TOWN, STATE & ZIPCODE: _____

TELEPHONE NO.: _____

EMAIL: _____

COMPLAINT—POSSESSION FOR NONPAYMENT OF RENT

TO THE DEFENDANT:

You have been sued by the Plaintiff whose name appears above. You must appear in the Jefferson Superior Court at the above address for a bench trial on this claim on the ____ day of _____, 20____, at _____ .m.

Plaintiff complains of defendant and for cause of action says:

1. On the ____ day of _____, 20____, plaintiff rented to the defendant the following described real estate located in Jefferson County, Indiana, to wit: _____, for which defendant agreed to pay plaintiff, as rental, the sum of \$ _____ per [] month [] week, due on the ____ day of the _____, beginning on the ____ day of _____, 20____.

2. Pursuant to said agreement, defendant took possession of said premises and has since and still does occupy the same.

3. Defendant paid the installment of rent due until the installment which became due on the ____ day of _____, 20____. That said installment and each installment which has become due since are wholly or partially unpaid.

4. On the ____ day of _____, 20____, plaintiff notified the defendant in writing to surrender possession of said premises at the expiration of **ten (10) days** from the date of receiving said notice.

5. The defendant has not paid said rent or delivered possession of said real estate to plaintiff, but has unlawfully held over and detained possession of said premises from the plaintiff since the expiration of said **ten (10) day** notice.

WHEREFORE, plaintiff demands possession of said real estate, monetary judgment for \$ _____, plus court costs of \$ _____, and all just and proper relief.

PLAINTIFF

IMPORTANT INFORMATION CONCERNING THIS CLAIM

1. The maximum monetary jurisdictional limit for a small claim (including a small claim eviction) is \$10,000.00. Any amount alleged or proven in excess of \$10,000.00 is waived.
2. If the claim arises out of written contract, a copy shall be attached hereto. If the claim is on an account, an affidavit of debt shall be attached.
3. Small Claim Rule 8(C) governs who may or may not represent a plaintiff or defendant, as set out below:
Party Representation. Any assigned or purchased claim, or any debt acquired from the real party in interest by a third party cannot be presented or defended by said third party unless this third party is represented by counsel. In all other cases, the following rules shall apply:
Natural Persons. A natural person may represent him/herself or may be represented by counsel in any small claims proceeding.
Sole Proprietorship and Partnerships. A sole proprietorship or partnership may be represented by the sole proprietor or partner, owner, counsel, or by a designated full-time employee of the business in the presentation or defense of claims arising out of the business, if the claim does not exceed six thousand dollars (\$6,000). However, claims exceeding six thousand dollars (\$6,000) must either be defended or presented by counsel or pro se by the sole proprietor partner, or owner.
Corporate Entities, Limited Liability Companies (LLC's), Limited Liability Partnerships (LLP's), Trusts. Corporate Entities, Limited Liability Companies (LLC's), Limited Liability Partnerships (LLP's), Trusts. All corporate entities, Limited Liability Companies (LLC's), and Limited Liability Partnerships (LLP's), and Trusts may be represented by counsel, owner, or by a designated full-time employee of the corporate entity, or, in the case of a trust by a trustee, in the presentation or defense of claims arising out of the business if the claim does not exceed six thousand dollars (\$6,000). However, claims exceeding six thousand dollars (\$6,000) must be defended or presented by counsel.

****Full-Time Employee or Trustee Designations—Contents.** A corporate entity, sole proprietorship, partnership, LLC, LLP, or trust that wishes to designate an employee or trustee to represent it must execute a certificate of compliance in each case expressly appointing the person as its representative and must state by a duly adopted resolution in the case of a corporate entity, LLC or LLP; or a document signed under oath by the sole proprietor or managing partner of a partnership, or trustee that the entity shall be bound by the designated employee's or trustee's acts and agreements relating to the small claims proceeding, and shall be liable for assessments and costs levied by a court relating to the small claims proceeding, and that the corporate entity, sole proprietorship, partnership, LLC, LLP, or trust waives any claim for damages in excess of six thousand dollars (\$6,000) associated with the facts and circumstances alleged in the notice of claim. Additionally, the designated employee or trustee must file in each case an affidavit stating that he/she is not disbarred or suspended from the practice of law in Indiana or any other jurisdiction. A court may sanction a designated employee or trustee and the entity the employee or trustee represents for failure to comply with these rules or local rules of court. Sanctions may include assessment of costs or reasonable attorney's fees, the entry of a default judgment, the dismissal of a claim with or without prejudice, fines, and/or incarceration.
4. A default judgment may be entered against the defendant if he fails to appear on the date specified in the notice of claim.
5. The defendant's right to a jury trial is waived unless a jury trial is requested within ten (10) days after receipt of the notice of claim. Once a jury trial request has been granted, it may not be withdrawn without the consent of the other party or parties. Within ten (10) days after the jury trial request has been granted, the party requesting a jury trial shall pay the clerk the additional amount required by statute to transfer the claim to the plenary docket, otherwise, the party requesting a jury trial shall be deemed to have waived the request.
6. The plaintiff and defendant must bring to the trial all documents in their possession or control concerning this claim, as well as having all witnesses available to testify. (Cell phones will not be allowed in the courtroom, so any potential evidence on a cell phone must be printed or saved to an external storage drive)

7. The defendant must provide the court and plaintiff with a written statement of any counterclaim arising out of the plaintiff's claim at least seven (7) calendar days before the trial.
8. By filing this claim in the Jefferson Superior Court as a small claim eviction, the plaintiff waives the right to a trial by jury. The defendant has ten (10) days from the receipt of this notice to file an affidavit requesting a jury trial and pay for the case to be transferred to the plenary docket or the defendant also loses the right to a jury trial.
9. If the defendant does not wish to dispute the plaintiff's claim, the defendant may appear at the time for trial for the purpose of providing information to the court regarding the defendant's responsibility and method to pay the judgment.
10. If a settlement of this claim is made out of court, the parties must submit the settlement in writing to the court for approval before the settlement can become a judgment against the defendant.
11. Any request for change of the trial date by either party should be directed by telephone to the Judge of the Jefferson Superior Court at (812) 265-8915.

RETURN OF NOTICE OF CLAIM

This notice of claim came to hand on the ____ day of _____, 20____, and I served the same on the ____ day of _____, 20____, by:

1. Delivering a copy of the Notice of Claim to _____.
2. By leaving a copy of the Notice of Claim at _____, which is the dwelling or usual place of abode of the defendant, _____, and by sending a copy of the Notice of Claim to the last known address of the defendant, _____ by first class mail.
3. By serving the defendant's agent as provided by rule, statute or valid agreement, to wit: _____.
4. The defendant cannot be found in my bailiwick and the Notice of Claim was not served. I now return this writ on the ____ day of _____, 20____.

Jefferson County Sheriff/Deputy

CERTIFICATE OF MAILING

I certify that on the ____ day of _____, 20____, I mailed a copy of this Notice of Claim to the defendant(s) by registered or certified mail, requesting a return receipt signed by the addressee only, addressed to said defendant(s), at the address furnished by the plaintiff.

Dated this ____ day of _____, 20____.

Clerk, Jefferson Co. Indiana

RETURN OF SERVICE BY MAIL

I certify that the Notice of Claim with return receipt requested was mailed on the ____ day of _____, 20____, and that a copy of the return receipt was received by me on the ____ day of _____, 20____, which copy is attached herewith.

Dated this ____ day of _____, 20____.

Clerk, Jefferson Co. Indiana