

BUTLER COUNTY AREA _____ COURT

Plaintiff and Address

COMPLAINT

VS

NO. _____

Defendant and Address

FIRST CAUSE OF ACTION

1. Defendant _____, _____, on or before the _____ day of _____, 20____, as tenant _____ of the plaintiff _____,

_____, under⁽¹⁾ _____

entered upon the following described premises, situated in the

of _____, County of _____

State of Ohio, and known as _____.

2. The term of such tenancy expired on the _____ day of _____, 20____.

OR

2. Defendant _____ ha _____ violated the terms of such written lease agreement, as follows: _____

OR

2. Defendant ___ ha ___ failed to fulfill duties imposed upon defendant ___ by Ohio Revised Code Section 5321.05 that materially affect health and safety, as follows: _____

_____ and notice of the termination of the lease agreement as of the _____ day of _____, 20____
was given to defendant ___ on the _____ day of _____, 20____, in accordance with (2)
Ohio Revised Code Section 5321.11 and defendant has failed to remedy the condition.

3. On the _____ day of _____, 20____, plaintiff ___ duly served upon defendant ___, in the form required by Ohio Revised Code Section 1923.04, a notice in writing to leave said premises.

4. Defendant ___, therefore, ha ___ even since the _____ day of _____, 20____, and do ___ still, unlawfully and forcibly detain from plaintiff ___ possession of said premises.

SECOND CAUSE OF ACTION

5. Plaintiff ___ incorporate ___ herein by reference paragraph 1 through 4 of the Complaint as if fully rewritten.

6. Under the terms of the lease agreement, defendant ___ agreed to pay plaintiff ___ as rent for said premises the sum of \$ _____ per _____. Defendant ___ ha ___ failed to pay plaintiff ___ rent for said premises for the period from the _____ day of _____, 20____, to the _____ day of _____, 20____ and, therefore, is (are) indebted to plaintiff ___ in the sum of \$ _____.

(3)

WHEREFORE, plaintiff ___ demand ___ restitution of said premises and judgment in favor of plaintiff ___ against defendant ___ for the sum of \$ _____ with interest from the _____ day of _____, 20____, at the rate of _____ percent per annum and costs.

Signature of Plaintiff or Attorney for Plaintiff

Address

Telephone

(1) Insert the words applicable: "an oral month-to-month tenancy," "an oral week-to-week tenancy," "a written lease, a copy of which is attached hereto as Exhibit A," or such other terms as may be appropriate.

(2) This date must be at least 30 days after the receipt of the notice by the defendant.

(3) If damages for breach of any other condition of the lease agreement are claimed, the allegations concerning such claims should be inserted here.