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HOOPA VALLEY TRIBAL COURT
HOOPA, CALIFORNIA

_____) Case No.
_____))
PLAINTIFF _____) COMPLAINT FOR JUDGMENT OF
_____) UNLAWFUL DETAINER
vs. _____)
DEFENDANT _____)
_____)

I, _____, request the court enter a judgment of unlawful detainer under 36 HVTC 5.1(C) against the defendant.

The petition is based on the following facts:

I. **JURISDICTION**

A. Personal 1 HVTC §1.1.04(b)

1. **Plaintiff**

a. I own lease rent the following property (list address or description of property that you are seeking to have defendant evicted from):

(Attach any documents including purchase contracts, lease or rental agreements that prove your ownership of the property.)

b. The property listed above is within the exterior boundaries of the Hoopa Valley Reservation.

c. My current address and phone number are:

2. **Defendant**

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

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

B. Subject Matter (Check the one that applies)

This case is brought under Hoopa Valley Tribal Code Title 36, Sections II & V.

This case is brought under the traditional law of the Hoopa Valley Tribe, with both parties agreeing to the application of traditional law pursuant to HVTC Title II, §2.1.03-2.1.04.

II. **FACTUAL BACKGROUND**

A. The property is residential commercial agricultural

1 B. The property is trust land privately owned

2 C. Agreement with Defendant

- 3 1. On or about (date) _____ I entered into an agreement with the
4 defendant that allowed the defendant to live on the property.
5 2. The agreement was written verbal. (Attach any written rental or lease
6 agreements).
7 3. The agreement allowed the defendant to:
8 a. lease the property.
9 b. rent the property.
10 c. sub-let the property.
11 d. stay, rent free, with my permission.
12 4. The agreement was for \$ _____ of rent to be paid monthly other:
13 _____
14 5. The agreement did did not specify an end date for the defendant's
15 tenancy.
16 Termination date of tenancy: _____

17 D. Actions of Defendant

- 18 1. The defendant has not moved, though the previously agreed upon rental or
19 lease period has expired. *36 HVTC § 5.1(C)(1)*
20 2. The defendant was given the legally required notice period to terminate the
21 tenancy, but the defendant has not moved. *36 HVTC § 5.1 (C)(2)-(5)*
22 3. The tenant has not paid rent for at least one (1) month. *36 HVTC § 5.1(C)(3)*
23 4. The tenant has subletted the leased or rental property in violation of the
24 terms of the lease or rental contract. *36 HVTC § 5.1(C)(4)*
25 5. The defendant has permitted or committed waste of the property. *36 HVTC*
5.1(C)(3)
6. The defendant has set up or carried on any unlawful business on the
property. *36 HVTC § 5.1(C)(4)*
7. The defendant has permitted or maintained a nuisance on the property. *36*
HVTC § 5.1(C)(4)
8. The defendant has failed or neglected to perform any material condition or
covenant of the lease or rental agreement, other than those previously
mentioned. *36 HVTC § 5.1(C)(4)*

9 E. Notice to Defendant

- 10 1. On (date): _____ the defendant was served with the following type
11 of notice:
12 a. Thirty (30) day notice *36 HVTC § 5.1(C)(2)*
13 b. Five (5) day notice *36 HVTC 5.1§ (C)(2) & (5)*
14 c. Three (3) day notice *36 HVTC 5.1§ (C)(3) & (4)*
15 d. No notice *36 HVTC 5.1§ (C)(1) & 5.4(E)*
16 2. The notice was served on the defendant in the following manner:
17 a. delivering a copy to the defendant personally *36 HVTC 5.1§(D)(1)*
18 b. leaving a copy at the defendant's residence or place of business with

1 a person of suitable age and discretion and mailing the defendant a
2 copy at his residence or place of business. 36 HVTC 5.1§(D)(2)

3 b. posting a copy of the notice at the rented or leased property and
4 mailing a copy the notice to the defendant. 36 HVTC 5.1§(D)(3)

5 3. a. The notice allowed the defendant to retain possession of the property if

6 i. The back rent owed was paid within three days of service of the
7 notice. 36 HVTC § 5.1(C)(3)

8 ii. The defendant performs the material condition of the lease or rental
9 agreement that was previously neglected or not performed 36 HVTC §
10 5.1 (C)(5)

11 b. The defendant **did not** comply with the terms of the notice that would
12 have allowed him to keep possession of the property. 36 HVTC 5.1§ (C)(3) &
13 (5)

14 **F. Money Damages Sought** 36 HVTC § 5.4(D) & 2 HVTC

15 1. The defendant owes \$ _____ in unpaid rent.

16 2. The defendant owes \$ _____ in repair costs to the premises. (*List*
17 *estimated or completed repair costs*):

18 3. I request the following case costs:

19 i. Filing Fee: \$ _____

20 ii. Service fee: \$ _____

21 iii. Witness Fees: \$ _____

22 iv. Jury Fees: \$ _____

23 4. Other:

24 **G. Accelerated Proceedings** 36 HVTC § 5.4(A)-(C)

25 I believe this case should be handled in an accelerated (faster than usual) manner for the
following reason(s):

1. the property damaged will extreme, or irreparable, if the defendant is not
removed as soon as possible. Explain:

2. the property is scheduled to be rented or leased to someone other than the
defendant as of: ____ / ____ / ____.

3. the property is scheduled to become my residence as of ____ / ____ / ____.

4. other:

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III. Relief Requested

I request the court enter a judgment of unlawful detainer against the defendant and grant me an immediate writ of possession so that I can have the defendant removed with the assistance of the police if s/he does not vacate the property immediately.

I request an award of the money damages listed in this complaint. 36 HVTC § 5.4(D)

I request the Court handle this complaint in an accelerated manner under 36 HVTC § 5.4(A)-(C).

I declare under penalty of perjury of the laws of the Hoopa Valley Tribe that the above is true and correct to the best of my knowledge.

Dated: _____

Signed: _____