

TELLER COUNTY COMBINED COURT
 101 West bennet Ave.
 P.O. Box 997
 Cripple Creek, CO 80813

- Respondent's Copy -

TELLER COUNTY COMBINED COURT County Court <u>Teller</u> 101 West bennet Ave. Colorado Court Address: 104 Bennet Ave. P.O. Box 997 Cripple Creek, CO 80813		FILED IN THE COMBINED COURTS OF TELLER COUNTY, COLORADO OCT 27 2021 SHEILA GRIFFIN ▲ CLERK OF COURT ▲ COURT USE ONLY
Plaintiff(s): Robert E (Bob) Armstrong v. Defendant(s): Tony & Gail Poland <input checked="" type="checkbox"/> Any and all other occupants		Case Number: <div style="font-size: 2em; font-weight: bold; text-align: center;">21C98</div>
Attorney or Party Without Attorney (Name and Address): Robert E (Bob) Armstrong 28124 SH 67 , Woodland Park , CO 80863 Phone Number: 719-337-2733 E-mail: bob@CoSy.com FAX Number: Atty. Reg. #:		Division <u>T</u> Courtroom
COMPLAINT IN FORCIBLE ENTRY AND DETAINER		

The Plaintiff(s), named above, state(s) and allege(s) as follows:

1. Plaintiff(s) is/are the owner(s) of premises in the City of Woodland Park County of Teller, State of Colorado as follows:

Street Address: <u>28124 SH 67</u>		
Subdivision:	Lot	Block


2. Defendant(s) leased and occupied the premises pursuant to a written lease, a copy of which is attached and incorporated as Exhibit A or verbal tenancy at a monthly rental of \$ Services in lieu, payable in advance on the 1st day of each month. By such lease or tenancy, the Defendant(s) entered into the possession and occupancy of the premises.
3. Defendant(s) has/have failed to pay monthly rental due on the following dates: _____ and as of the date of this filing is/are indebted to the Plaintiff(s) for past due rent in the amount of \$ _____ and damages in the amount of \$ _____, totaling \$ _____.
- or
4. Defendant(s) has/have violated the terms and conditions of the lease by failing to comply with the following covenants or conditions of the lease:
Tenant, Tony Poland, assaulted landlord as admitted in court. causing injury to eye. , cut wires to another tenant's cabin
Done thousands of dollars damage to the property, Caused other tenants to leave, Continually pilfered and stolen personal property
Taken mail from locked USPO cluster mailbox, left live ammunition clips on ground. cut damaged and down trees w/o permission ..
Cut locks to out buildings & electric boxes
5. Plaintiff(s) have properly served either a written "Demand for Payment of Rent Due or Possession" or written "Notice to Quit" upon the Defendant(s) on August 3, 2021, Aug 7, 2021 (date). The amount of time given to the Defendant(s) on the "Demand" or "Notice" has expired. A copy of the "Demand" or "Notice" is attached and incorporated as Exhibit B.

6. Defendant(s) unlawfully and wrongfully holds possession of the premises contrary to the terms of the parties' lease agreement. Rent due continues to accrue at \$ 40.00 per day until the Plaintiff(s) regain(s) possession of the premises.
7. The amount demanded by the Plaintiff(s) does does not exceed \$25,000.00. If the amount does exceed \$25,000.00, the Plaintiff(s) wish to limit recovery of the amount to the jurisdiction of the Court.
8. Defendant(s) is/are not engaged in the military service of the United States and is/are engaged in a civilian occupation.
9. Plaintiff(s) do do not demand trial by jury. If demand is made a jury fee must be paid.

Wherefore, Plaintiff(s) request(s) judgment for recovery of possession of the premises, for rent due or to become due, for present and future damages and costs, and for any other relief to which Plaintiff(s) is/are entitled.

By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.

By checking this box, I am acknowledging that I have made a change to the original content of this form.



 Plaintiff(s) / Plaintiff(s) Attorney Signature

 October 5, 2021

 Date

SIGNATURE

 28124 SH 67
 Plaintiff(s) Address

 Woodland Park, CO 80863

 719-337-2733
 Plaintiff(s) Telephone Number

OCT 27 2021

NOTICE TO QUIT

(Please Type or Print Legibly)

SHEILA GRIFFIN
CLERK OF COURT

To: Antonio Poland

Any and all other occupants.

Pursuant to §13-40-107, C.R.S., you are hereby notified by the undersigned owner that your tenancy of the land and premises described below is terminated as of 2021-08-03 (date) at 1200 (time) and you are accordingly notified to vacate said premises and surrender possession thereof on or before said date and time.

Street Address <u>28124 State Highway 67</u>		
City <u>Woodland Park</u>		County <u>CO</u>
Subdivision	Lot	Block

Describe the property and the particular time when the tenancy will terminate: 2 trailers , Little Barn (converted)

- By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.
- By checking this box, I am acknowledging that I have made a change to the original content of this form.

Date: 2012-08-03

Robert G. (Bob) Hartman
Landlord/Owner

By: _____
Landlord/Owner's Agent or Attorney

CERTIFICATE OF SERVICE

I hereby certify that I served this Notice to Quit on 2012-08-03 (date) in Teller (County), Colorado by my selection below:

- By leaving a true copy with _____ (Full Name) who is the Tenant, other person occupying such premises, or a member of the tenant's family above the age of fifteen years and residing on or in charge of the premises _____ (Full Name of Person)
- By posting in a conspicuous place on the premises at 28124 State Highway 6

Robert G. (Bob) Hartman 2012-08-03
Signature Date

Notice to Quit - §13-40-107, C.R.S.

- (1) A tenancy may be terminated by notice in writing, served not less than the respective period fixed before the end of the applicable tenancy, as follows:
 - (a) A tenancy for one year or longer, ninety-one days;
 - (b) A tenancy of six months or longer but less than a year, twenty-eight days;
 - (c) A tenancy of one month or longer but less than six months, twenty-one days;
 - (d) A tenancy of one week or longer but less than one month, or a tenancy at will, three days;
 - (e) A tenancy for less than one week, one day.
- (2) Such notice shall describe the property and the particular time when the tenancy will terminate and shall be signed by the landlord or tenant, the party giving such notice or his agent or attorney.
- (3) Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown.
- (4) No notice to quit shall be necessary from or to a tenant whose term is, by agreement, to end at a time certain.
- (5) Except as otherwise provided in §38-33-112, C.R.S., the provisions of subsections (1) and (4) of this section shall not apply to the termination of a residential tenancy during the 90-day period provided for in said section.

OCT 27 2021

NOTICE TO QUIT
(Please Type or Print Legibly)

SHEILA GRIFFIN
CLERK OF COURT

To: Gail Poland

Any and all other occupants.

Pursuant to §13-40-107, C.R.S., you are hereby notified by the undersigned owner that your tenancy of the land and premises described below is terminated as of 2021-08-03 (date) at 1200 (time) and you are accordingly notified to vacate said premises and surrender possession thereof on or before said date and time.

Street Address <u>28124 State Highway 67</u>		
City <u>Woodland Park</u>		County <u>CO</u>
Subdivision	Lot	Block

Describe the property and the particular time when the tenancy will terminate: 2 trailers, Little Barn (converted)

By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.
 By checking this box, I am acknowledging that I have made a change to the original content of this form.
 Date: 2012-08-03

Robert G. (BOR) Long
Landlord/Owner

By: _____
Landlord/Owner's Agent or Attorney

CERTIFICATE OF SERVICE

I hereby certify that I served this Notice to Quit on 2012-08-03 (date) in Teller (County), Colorado by my selection below:

By leaving a true copy with _____ (Full Name) who is the Tenant, other person occupying such premises, or a member of the tenant's family above the age of fifteen years and residing on or in charge of the premises _____ (Full Name of Person)

By posting in a conspicuous place on the premises at 28124 State Highway 6

Robert G. (BOR) Long 2012-08-03
Signature Date

Notice to Quit - §13-40-107, C.R.S.

- (1) A tenancy may be terminated by notice in writing, served not less than the respective period fixed before the end of the applicable tenancy, as follows:
 - (a) A tenancy for one year or longer, ninety-one days;
 - (b) A tenancy of six months or longer but less than a year, twenty-eight days;
 - (c) A tenancy of one month or longer but less than six months, twenty-one days;
 - (d) A tenancy of one week or longer but less than one month, or a tenancy at will, three days;
 - (e) A tenancy for less than one week, one day.
- (2) Such notice shall describe the property and the particular time when the tenancy will terminate and shall be signed by the landlord or tenant, the party giving such notice or his agent or attorney.
- (3) Any person in possession of real property with the assent of the owner is presumed to be a tenant at will until the contrary is shown.
- (4) No notice to quit shall be necessary from or to a tenant whose term is, by agreement, to end at a time certain.
- (5) Except as otherwise provided in §38-33-112, C.R.S., the provisions of subsections (1) and (4) of this section shall not apply to the termination of a residential tenancy during the 90-day period provided for in said section.

Court <input checked="" type="checkbox"/> County Colorado County: <u>TOLLER</u> Court Address: <u>104 BENNETT Ave, CRIPPLE CREEK, CO 80813</u>	FILED IN THE COMBINED COURTS OF TELLER COUNTY, COLORADO OCT 27 2021 SHEILA GRIFFIN CLERK OF COURT ↑ Court Use Only ↑
Plaintiffs: <u>ROBERT E. ARMSTRONG</u> v. Defendants: <u>Tony & GAIL POLANO</u> <input checked="" type="checkbox"/> Any and all other occupants	
My Name: <u>ROBERT E. ARMSTRONG</u> Address: <u>28124 Hwy 67, WOODBLAND PARK CO 80863</u> Phone: <u>719-337-2733</u> Fax: _____ Email: <u>Bob@Cosy.com</u> Atty. Reg.#: _____	Case Number: <u>21C98</u> Division: <u>T</u> Courtroom: _____
Court Summons: Eviction / Forcible Entry and Detainer	

To the above-named Defendant(s), take notice that:

1. Court Date

On (enter date) November 4th, 2021
 at (enter time) 1:30 PM
 at the court above in (enter location/room number) _____
 TELLER COUNTY COMBINED COURT
 101 West bennet Ave.
 P.O. Box 997
 Cripple Creek, CO 80813

the Plaintiff may ask the Court to enter judgment against you. If the Court grants the Plaintiff's request to enter judgment against you, you will have to move out and it may mean you have to pay money to the landlord.

2. A copy of the complaint against you, a blank answer form, blank request for documents form, blank fee waiver forms, and an eviction information form are attached for your use.

3. If you do not agree with the complaint, then you must either:

- a. File your answer with the Court at or before the court date specified above stating any legal reason you have why judgment should not be entered against you, or
- b. Attend the court date and time above and file your answer.

4. When you file your answer, you must pay a filing fee to the Clerk of the Court. If you are eligible for a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filing fee. If

you cannot afford the filing fee or jury fee, file *JDF 205 - Motion to Waive Fees* and *JDF 206 - Order for Fee Waiver*.

5. If you file an answer, you must provide a copy to the Plaintiff or the attorney who signed the complaint.

6. If you do not respond to the landlord's complaint by filing a written answer with the Court, as set forth above, or appear in court at the date and time in this summons, the judge may enter a default judgment against you in favor of your landlord for possession. A default judgment for possession means that you will have to move out, and it may mean that you will have to pay money to the landlord.

7. In your answer to the court, you can state:

- Why you believe you have a right to remain in the property,
- Whether you admit or deny the landlord's factual allegations against you and your legal defenses,
- Whether you believe you were given proper notice of the landlord's reasons for terminating your tenancy before you got this summons, and
- Whether you have a counterclaim or crossclaim against the landlord.

8. If you are claiming that the landlord's failure to repair the residential premises is a defense to the landlord's allegation of nonpayment of rent, the Court will require you to pay into the registry of the Court, at the time of filing your answer, the rent due less any expenses you have incurred based upon the landlord's failure to repair the residential premises. In addition to filing an answer, you are required to complete an Affidavit (JDF 109) to support the amount you will need to pay into the registry of the Court or to seek waiver of this requirement.

9. Any records associated with the action are suppressed and not accessible to the public until an order is entered granting the plaintiff possession of the premises.

10. If the plaintiff is granted possession of the premises, the court records may remain suppressed if both parties agree to suppress the records.

Dated: 10/27/2021

Signed: [Handwritten Signature]

Deputy Clerk of Court or Attorney for Plaintiff(s) (if applicable)



Address(es) of Plaintiff(s) (if applicable): _____

Telephone Number(s) of Plaintiff(s) _____

This summons is issued pursuant to C.R.S. § 13-40-111. A copy of the complaint together with a blank answer form, blank request for documents form, blank fee waiver forms, and an eviction information form must be served with this summons. This form should be used only for actions filed under Colorado's Forcible Entry and Detainer Act.

To the clerk: If this summons is issued by the Clerk of the Court, the seal of the Court should be provided by stamp, or typewriter, in the space to the right of the signature.

WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

- By checking this box, I am acknowledging I am filling in the blanks and not changing anything else on the form.
- By checking this box, I am acknowledging that I have made a change to the original content of this form.

Certificate of Service

I/we, certify that a copy of the summons, complaint, blank answer form, request for documents form, fee waiver forms, and an eviction information form were:

Served personally upon the following person on the following date and time:

OR

After diligent efforts, on (date) _____ were posted in some conspicuous place on the premises, and mailed by first class mail to the Defendants at the following address:

Signature of: Plaintiff/(s) / Agent for Plaintiff(s)

Resources

- Colorado Judicial Branch Self Help Center
 - Your local Self Help Center can be found by following this link:
https://www.courts.state.co.us/Self_Help/center.cfm
 - Colorado Legal Services
 - Free legal services to low income tenants facing evictions.
 - Call (303) 837-1313 ext. 444 or visit <https://www.coloradolegalservices.org/>
 - Colorado Department of Local Affairs
 - The Division of Housing can help with rental assistance programs, housing counseling, eviction and foreclosure prevention, and other programs.
 - Call (303) 864-7810 or visit <https://cdola.colorado.gov/housing>
 - Colorado Housing Connects
 - Free housing, eviction, and foreclosure resources for tenants, landlords, homeowners, and homebuyers.
 - Call (844) 926-6632 or visit <https://coloradohousingconnects.org/>
 - Colorado Poverty Law Project
 - Free legal services to fight eviction and housing insecurity.
 - <https://www.copovertylawproject.org/>
 - COVID-19 Eviction Defense Project
 - Free legal aid and guidance to tenants facing eviction and housing insecurity.
 - Visit <https://www.cedproject.org>
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Relevant Statutes

Colorado Revised Statutes section 13-40-111, as amended.

13-40-111. Issuance and return of summons.

(1) Upon filing the complaint as required in section 13-40-110, the clerk of the court or the attorney for the plaintiff shall issue a summons. The summons must command the Defendant to appear before the Court at a place named in the summons and at a time and on a day not less than seven days but not more than fourteen days from the day of issuing the same to answer the complaint of

Plaintiff. The summons must also contain a statement addressed to the Defendant stating: "If you do not respond to the landlord's complaint by filing a written answer with the court on or before the date and time in this summons or appearing in court at the date and time in this summons, the judge may enter a default judgment against you in favor of your landlord for possession. A default judgment for possession means that you will have to move out, and it may mean that you will have to pay money to the landlord. In your answer to the court, you can state why you believe you have a right to remain in the property, whether you admit or deny the landlord's factual allegations against you, and whether you believe you were given proper notice of the landlord's reasons for terminating your tenancy before you got this summons. When you file your answer, you must pay a filing fee to the clerk of the court. If you are claiming that the landlord's failure to repair a residential premises is a defense to the landlord's allegation of nonpayment of rent, the court will require you to pay into the registry of the court, at the time of filing your answer, the rent due less any expenses you have incurred based upon the landlord's failure to repair the residential premises; unless the court determines that you qualify to have this requirement waived due to your income."

13-40-112. Service.

- (1) Such summons may be served by personal service as in any civil action. A copy of the complaint must be served with the summons.
- (2) If personal service cannot be had upon the Defendant by a person qualified under the Colorado Rules of Civil Procedure to serve process, after having made diligent effort to make such personal service, such person may make service by posting a copy of the summons and the complaint in some conspicuous place upon the premises. In addition thereto, the Plaintiff shall mail, no later than the next day following the day on which he/she files the complaint, a copy of the summons, or, in the event that an alias summons is issued, a copy of the alias summons, and a copy of the complaint to the Defendant at the premises by postage prepaid, first class mail.
- (3) Personal service or service by posting shall be made at least seven days before the day for appearance specified in such summons, and the time and manner of such service shall be endorsed upon such summons by the person making service thereof.