

County Court <u>Teller</u> County, Colorado Court Address: 104 Bennet Ave Cripple Creek, CO 80813	▲ COURT USE ONLY ▲
Plaintiff(s): Robert E ( Bob ) Armstrong v. Defendant(s): Tony & Gail Poland <input checked="" type="checkbox"/> Any and all other occupants	
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. #:	Case Number:  Division Courtroom
<b>COMPLAINT IN FORCIBLE ENTRY AND DETAINER</b>	

**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

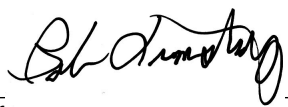
2. Defendant(s) leased and occupied the premises pursuant to a  written lease, a copy of which is attached and incorporated as Exhibit A or  verbal tenancy at a monthly rental of \$ Services in lieu, payable in advance on the 1st day of each month. By such lease or tenancy, the Defendant(s) entered into 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