

**IN THE SEVENTH JUDICIAL DISTRICT
District Court, Douglas County, Kansas**

Plaintiff(s)

vs.

Case No. _____

Division _____

Defendant(s)

**PETITION AND COMPLAINT
PEACEABLE ENTRY AND FORCIBLE DETAINER**

COMES NOW the Plaintiff, _____, and for its cause of action against the Defendant states and alleges as follows:

1. Plaintiff is the owner of real estate situated in Douglas County, Kansas, commonly known as _____ (premises).
2. No Defendant in this action is in the armed forces of the United States or subject to the provisions of the Service member's Civil Relief Act of 2003 as amended.
3. Defendant entered in a lease with the Plaintiff for the rental of the Premises on _____ at the base rental rate of \$ _____ per month.
4. Defendant has breached the Lease with Plaintiff by failing and refusing to pay rent (including additional rent) and other charges which are now due in the following amounts:

Rent Balance Due	\$ _____
Late Fees	\$ _____
TOTAL DUE	\$ _____

5. Plaintiff, more than three days prior to the filing of this action, served a "notice to Quit for Nonpayment of Rent" to Defendant pursuant to K.S.A. 58-2565 requiring Defendant to pay all amounts then due or vacate the Premises within three days thereof and advising Defendant that upon failure to pay all amounts due, the Lease term would terminate three days following the date of said notice and demanding possession of the Premises upon such termination.

6. Defendant failed and refused to pay the amounts due as demanded in the notice described above and the Lease term was terminated three days following service of said notice pursuant to said notice and K.S.A. 58-2564.
7. Although the Lease term was terminated three days following service of the Notice to Quit for Nonpayment of Rent upon Defendant and Plaintiff has demanded possession of the Premises, Defendant has failed and refused to pay the amount due and continue is possession of the Premises.

Plaintiff is entitled to immediate possession of the Premises.

8. In addition to the amounts specified above, Defendant remains responsible for payment of all costs incurred to repair damage to the Premises or to restore the Premises to marketable condition and continuing rent until possession of the Premises is restored to Plaintiff.

WHEREFORE, Plaintiff prays that possession of the above described Premises be returned to Plaintiff, that the Sheriff of Douglas County, Kansas be directed to execute the order of the Court restoring possession of the Premises to Plaintiff, that judgment be entered against Defendant in the amount of \$ _____, and such additional rent, damages and all other charges which may become due and owing in the pendency of this action, including costs of restoring the Premises to marketable condition, continuing rent through the end of the Lease term or such earlier time as the Premises is re-rented to a new tenant, the costs of this action and such further and additional relief as the court may deem just and proper.

Submitted by:

Petitioner or Petitioner's Attorney

Name (Print): _____

Supreme Court Number: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email: _____