

IN THE COUNTY COURT OF _____ COUNTY

NAME OF PLAINTIFF

V.

NAME OF DEFENDANT

NO. _____

COMPLAINT

COMES NOW _____, Plaintiffs in the above styled cause, by and through counsel, and files this civil action against _____, Defendants, and in support thereof would show the following:

1. Plaintiffs _____ hereinafter "the _____") are adult resident citizens of _____, _____ County, _____.

2. Defendants _____ (hereinafter "the _____") are adult resident citizens of _____, _____ County, _____, who may be served with process at their residence, _____.

3. On or about _____ 6, _____, the _____ leased the residence located at _____ from the _____. In connection with the execution of the lease, the _____ provided the _____ with a security deposit in the amount of _____ and No/100 Dollars (\$00.00) for the purposes of securing the _____' performance in accordance with the terms of the lease. A copy of said lease is attached hereto as Exhibit "A" and incorporated herein by reference.

4. Approximately _____ (____) months into the lease term, the _____ purchased a new home. Pursuant to an agreement with the _____, the _____ located a new tenant satisfactory to the _____ and the _____ terminated and released the _____ from the existing lease and executed a new lease with the new tenants. A copy of the Release is attached hereto as Exhibit "B" and incorporated herein by reference. The lease with the new tenants provided the _____ with a higher rent and will expire _____ (____) months later than the _____' lease. A copy of said new lease is attached hereto as Exhibit "C" and incorporated herein by reference.

5. After the _____ vacated the property and the new tenants moved in, the _____ on _____, _____, requested a return of their security deposit. However, the _____ refused. Thereafter, on _____, _____, the _____' attorney, on their behalf, made demand on the _____ pursuant to _____ Code Ann. Sec. _____, for the return of the security deposit and/or an itemization of any amount which the _____ claimed to be due from the security deposit. A copy of said _____, _____ letter is attached hereto as Exhibit "D" and incorporated herein by reference.

6. In response to the _____, _____ letter the _____ responded with a letter dated _____, _____. A copy of said letter is attached hereto as Exhibit "E" and incorporated herein by reference. While the _____ admit that the lease was terminated and the _____ released, the _____ refuse to return the security deposit without setting forth any legitimate basis for withholding said sum.

7. Approximately _____ (____) months into the lease term, the _____ purchased a new home. Pursuant to an agreement with the _____, the _____ located a new tenant satisfactory to the _____ and the _____ terminated and released the _____ from the existing lease and executed a new lease with the new tenants. A copy of the Release is attached hereto as Exhibit "B" and incorporated herein by reference. The ease with the new tenants provided the _____ with a higher rent and will expire _____ (____) months later than the _____' lease. A copy of said new lease is attached hereto as Exhibit "C" and incorporated herein by reference.

8. After the _____ vacated the property and the new tenants moved in, the _____ on _____, _____, requested a return of their security deposit. However, the _____ refused. Thereafter, on _____, _____, the _____' attorney, on their behalf, made demand on the _____ pursuant to _____ Code Ann. Sec. _____ for the return of the security deposit and/or an itemization of any amount which the _____ claimed to be due from the security deposit. A copy of said _____, _____ letter is attached hereto as Exhibit "D" and incorporated herein by reference.

9. In response to the _____, _____ letter the _____ responded with a letter dated _____, _____. A copy of said letter is attached hereto as Exhibit "E" and incorporated herein by reference. While the _____ admit that the case was terminated and the _____ released, the _____ refuse to return the security deposit without setting forth any legitimate basis for withholding said sum.

10. More than _____ (____) days have passed since the _____ made demand on the _____ for return of their security deposit. However, the _____ have failed or refused to return the security deposit willfully and intentionally and without any legitimate or just reason for withholding the security deposit or any portion thereof. As a result, the _____ are entitled to a judgment against the _____, jointly and severally, in the principal sum of _____ and No/100 Dollars (\$00.00), plus additional damages of _____/100 Dollars (\$00.00), as provided by _____ Code Ann. Sec. _____, pre-judgment and post-judgment interest, reasonable attorneys' fees and all costs of court.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs _____ pray that summons issue against the Defendants _____, that the Defendants be cited to appear and answer herein, that upon a final hearing of _____, have a judgment entered against the Defendants, jointly and severally, in the principal amount of _____ and No/100 Dollars (\$00.00), plus damages in the amount of _____ and No/100 Dollars (\$00.00) as provided by _____ Code Ann. Sec. _____ pre-judgment or post-judgment interest, reasonable attorney's fees and all costs of court.

AND, Plaintiffs pray for such other general and specific relief, which may be proper in the premises.

THIS, the _____ day of _____, _____.

Respectfully submitted,

BY:

Attorney for Plaintiffs