

**STATE OF MICHIGAN  
IN THE \_\_\_\_\_ COUNTY CIRCUIT**

██████████

Plaintiff,

Case No.

Hon.

vs.

██████████

Defendant,

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██████████ ( )

Attorney for Plaintiff

██████████, PLLC

██████████ Rd.

██████████ MI 48██████████

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A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in the ██████████<sup>th</sup> Judicial District Court, where it was given docket number ██████████ and was assigned to Judge ██████████ ██████████. The action is no longer pending.

**COMPLAINT**

Plaintiff, ██████████, by and through his attorney ██████████ for his complaints states as follows:

**INTRODUCTION**

1. Plaintiff, ██████████ (“██████████”) is the president of ██████████ Center (“██████████ center”), ██████████, ██████████ ██████████ Michigan – 48██████████.
2. Defendant, ██████████ (“██████████”) is the land lord of ██████████ center, ██████████, ██████████ ██████████ Michigan – 48██████████.

**JURISDICTION AND VENUE**

3. This court has jurisdiction over this matter pursuant MSA 27A. 8301 as the amount in controversy is more than Twenty-Five-Thousand Dollars (\$25,000).
4. Venue is proper in this court pursuant to MCL 600.1621 and MCL 600.1629.

### GENERAL ALLEGATIONS

5. On December 20, [REDACTED] purchased [REDACTED] center. (Exhibit [REDACTED]).
6. [REDACTED] purchased [REDACTED] centre from one [REDACTED] (“[REDACTED]”) who was the representative of the business, and the original tenant of the property in [REDACTED] W. [REDACTED] Michigan – 48[REDACTED]. (Exhibit [REDACTED])
7. [REDACTED] purchased [REDACTED] centre’s business alone and did not include the property of the business.
8. The president of [REDACTED] centre sublet the business property to [REDACTED] by signing an assignment of lease. (Exhibit [REDACTED]).
9. [REDACTED] paid \$[REDACTED] for the purchase of business which included \$[REDACTED] for the security deposit paid to the original Landlord(“original landlord”), through Mr. [REDACTED]. (Exhibit [REDACTED]).
10. [REDACTED] was required to pay the rent as per the lease agreement (Exhibit [REDACTED]) which was \$[REDACTED]. However, [REDACTED] paid \$[REDACTED] as rent. (Exhibit [REDACTED], Addendum to lease [REDACTED])
11. [REDACTED] center’s property was entrusted to a receiver, [REDACTED].
12. [REDACTED] made the payment of rent through [REDACTED], to original landlord.
13. The original landlord continued to accept the rent paid by [REDACTED] through the receiver.
14. Later in October, 20[REDACTED], [REDACTED] purchased the [REDACTED] center’s property from the receiver.
15. The original lease (Exhibit [REDACTED]) between the original landlord and [REDACTED], was written to exclude the possibility of subletting or assigning the premises without written

- consent of the landlord. However, the parties amended the lease agreement to include that the landlord shall not unreasonably withhold the consent. (Exhibit **1**).
16. Later, through another amendment parties to the original lease included a provision which allowed subletting by the tenant without the consent of the landlord. (Exhibit **2**).
17. Even though Exhibit **3** lease was written as a triple net lease, the lease agreement included a specific provision for repair which stated that the landlord was responsible for the repair and maintenance of the roof and the four outer walls. (Exhibit **4**).
18. Thus, according to the lease agreement the tenant's responsibility to repair did not include the repairs of the walls and roof of the building.
19. On \_\_\_\_ 200**5** **ABC** identified some damages on the roof and the outer walls of the building.
20. The building's damages included a hole in the wall, leaky roof, and drop sealing falling down. These damages made the building a dangerous working environment and thus caused hindrance to **ABC**'s business. (Exhibit **5**, Letter from **ABC** dated Dec **15**, 200**5**)
21. The damages in the building led to the cause of an electrical fire and a large hole in the wall. (Exhibit **6**, Letter from **ABC** dated Dec **15**, 200**5**)
22. **ABC** sent three letters to **DEF** intimating **DEF** about the damages on the wall and the roof.
23. The three intimation letters are dated consecutively, December **15**, 200**5**, January **15**, 200**6** and February **15**, 200**6**. (Exhibits- **7, 8, 9**)
24. Apart from the three intimation letters, there took place several phone calls between **ABC** and **DEF**. Additionally, on December **15**, 200**5** **ABC** had a meeting with **DEF** and his attorney. (Exhibit **10**, Letter from **ABC** dated Dec **15**, 200**5**)
25. Even though repairmen were sent by **DEF** to inspect the condition of the building, there were no follow ups.

26. ■■■'s failure to repair the building resulted in the unconscionable condition of the building.
27. ■■■'s profits suffered as the condition of the building deteriorated.
28. On ■■■ 200■, ■■■ filed a suit against ■■■ to take possession of the building, before the 36th District Court. (Exhibit ■■).
29. On ■■■ 200■, ■■■ filed his counter claim against ■■■ for breach of contract, in the same action before the ■■■th District Court (Exhibit ■■).
30. The condition of the building worsened.
31. ■■■ suffered substantial financial loss resulting from the loss of equipments and customers.
32. When the City of Detroit cited the building as untenable, ■■■ turned the keys over to ■■.
33. ■■■ dropped the suit in the district court and decided to move the case to circuit court as the amount in question is above \$25,000.

#### COUNT I

#### VIOLATION OF MCL 600.2918 (2) (f)

33. ■■■, by not conducting the repairs of the building, and leaving the building to deteriorate, has shown intention to constructively evict ■■■ from the premises.
34. ■■■'s failure to make repairs of the building made the building a dangerous working environment and thus caused hindrance to ■■■'s business.
35. As a result of the damages in the building, ■■■ lost profits in business and eventually was forced to turn the keys to ■■.
36. When the City of Detroit cited the building as untenable ■■■ turned the keys to ■■  
■■■

Plaintiff [REDACTED] respectfully requests Judgment against Defendant [REDACTED] for damages in excess of [REDACTED], which will include all costs, interests and reasonable attorney's fees as of the date of this Complaint, and any further relief in the interest of justice and equity require.

## **COUNT II**

### **BREACH OF CONTRACT**

37. There is a valid and enforceable contract between [REDACTED] and [REDACTED], as [REDACTED] is the successor in interest from the receiver, who, in turn waived the right to complain about the assignment and accepted rent from [REDACTED]
38. [REDACTED], by paying the rent \$0000 as required by the lease agreement has performed his obligation pursuant to the lease agreement.
39. [REDACTED], by failing to make the repairs, has breached the lease agreement.
40. As a result of the [REDACTED]'s failure to repair the damages, [REDACTED] lost profits in business and eventually was forced to turn the keys to [REDACTED].

Plaintiff [REDACTED] respectfully requests Judgment against Defendant [REDACTED] for damages in excess of [REDACTED], which will include all costs, interests and reasonable attorney's fees as of the date of this Complaint, and any further relief in the interest of justice and equity require.

## **COUNT III**

### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

41. [REDACTED]'s failure to repair the building was intentional.
42. [REDACTED]'s failure to repair the building was extreme and outrageous, as [REDACTED] lost profit in business and eventually was forced to leave the premises.

43. ■■■'s failure to repair the building has caused ■■■ emotional distress.

44. The emotional distress suffered by ■■■ was severe, as ■■■ lost his business because of ■■■'s conduct.

Plaintiff ■■■ respectfully requests Judgment against Defendant ■■■ for damages in excess of ■■■, which will include all costs, interests and reasonable attorney's fees as of the date of this Complaint, and any further relief in the interest of justice and equity require.

Date:

Respectfully Submitted,  
Plaintiff's counsel ( )