

COMPLAINT FOR BREACH OF REAL ESTATE CONTRACT

Sample Only
Use At Your Own Risk



INSTRUCTIONS: The following is a “cause of action” to be inserted after the heading of the complaint and common allegations. Include as many other causes of action as you have claims such as fraud, accounting, etc. Your “prayer” (request for relief) comes after your causes of action and must describe the relief you are seeking for each cause of action.

_____ CAUSE OF ACTION

(Breach of Written Contract Against _____)

<>. Plaintiff incorporates by this reference paragraphs ___ through ___ of this complaint.

<>. On or about _____ [date], plaintiff and seller entered into a written agreement in which plaintiff agreed to purchase and seller agreed to sell real property located at _____ [location and address of property, if any] (“the real property”), more particularly described as _____ [set forth legal description]. A copy of the written purchase and sale agreement (“the agreement”) is attached to this complaint as Exhibit ___ and is incorporated by this reference. The agreement includes a provision for recovery of attorney fees by the prevailing party in the event an action is brought under the agreement.

<>. Prior to plaintiff’s execution of the agreement, seller presented plaintiff with a Real Estate Transfer Disclosure Statement dated _____ [date] that was prepared and signed by defendant. A copy of the Real Estate Transfer Disclosure Statement (“the disclosure statement”) is attached to this complaint as Exhibit ___ and is incorporated by this reference. Plaintiff relied on the representations set forth in the disclosure statement in entering into the agreement and the statement was incorporated

into the agreement.

<>. Plaintiff performed all conditions, covenants, and promises on plaintiff's part to be performed in accordance with the terms and conditions of the agreement.

<>. Plaintiff closed escrow and took possession of the real property on _____ [date].

<>. Plaintiff is informed and believes, and on that basis alleges, that seller breached the agreement by failing to disclose material and important information regarding the condition of the real property that was within seller's knowledge as follows: _____ [set forth specific details as to disclosure failure].

<>. In the disclosure statement, seller states that _____ [set forth erroneous statements made in the disclosure statement].

<>. Plaintiff relied on seller's representations as set forth in the disclosure statement and that reliance was reasonable.

<>. Plaintiff would not have entered into the agreement had plaintiff known the true facts. The true facts are _____ [set forth actual facts as to condition of property].

<>. As a result of seller's breach of the agreement, plaintiff has been damaged in that _____ [set forth specific details as to damage, such as: plaintiff has been forced to incur the cost and expense of correcting the defects and problems on the real property.]

_____ **CAUSE OF ACTION**

(Violation of Civil Code sections 1102 et seq. Against _____)

<>. Plaintiff incorporates by this reference paragraphs ____ through ____ of this complaint.

<>. Seller owed plaintiff a duty under Civil Code sections 1102 et seq. to inspect and to disclose fully and fairly all facts that materially affect or relate to the condition of the real property and to disclose truthful and complete, rather than misleading, information.

<>. Seller failed to comply with the requirements of Civil Code sections 1102 et seq. by failing to supply required material information as to the condition of real property, and by instead supplying information that did not meet the requirements of these provisions, and these actions were not in good faith.

<>. As a result of the seller's failure to comply with Civil Code sections 1102 et seq., seller is liable in the amount of actual damages sustained by plaintiff as set forth in this complaint.

WHEREFORE, plaintiff demands judgment against defendants for:

1. Compensatory damages of \$__;
2. _____ [Add if applicable: Interest on the sum of \$__ at the (contract or legal) rate of __ percent per year from _____ (date)];
3. _____ [If applicable, include request for other damages];
4. Reasonable attorney fees, as authorized by _____ [state basis for right to recover fees];
5. Costs of suit; and
6. Such further relief as the court may deem proper.

Date: _____
_____ [Plaintiff's name]
Plaintiff *In Pro Per*

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