

Read Before Completing the Eviction Complaint Form

Caution!

If the leased or rented property is part of a legal entity, such as a business, a corporation or a limited liability company, **Stop! You can't use these forms!**

Only a lawyer licensed to practice in North Dakota can represent a legal entity in an eviction. Non-lawyers aren't allowed to represent legal entities in evictions. Legal documents signed by non-lawyer agents of a legal entity are considered void.

(See [Wetzel v. Schlenvogt](#), 2005 ND 190; and [State ex rel. Department of Labor v. Riemers](#), 2008 ND 191.)

Who May Use This Packet of Eviction Forms:

An individual who owns the property that was leased or rented to another **and**:

- The leased property is owned by an individual who is a **natural** person; in other words, owned by a human being;
- The leased property **isn't** owned by an **artificial person**; in other words, a legal entity, such as a business, a corporation or a limited liability company; **and**
- The circumstances meet the requirements for eviction in North Dakota.

Who Can't Use This Packet of Eviction Forms:

A non-lawyer when:

- The leased property is owned by an **artificial person**; in other words, a legal entity, such as a business, a corporation or a limited liability company.

Only a lawyer licensed to practice in North Dakota can represent a legal entity in an eviction.

- Contact the State Bar Association of North Dakota Lawyer Referral Service at (866) 450-9579.
- A list of all lawyers licensed to practice in North Dakota is available at ndcourts.gov/lawyers.

State Of North Dakota

In District Court

County Of _____

_____ Judicial District

 Plaintiff (landlord),
 vs

 Defendant (tenant).

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Case No. _____

Complaint For Eviction

The Plaintiff, _____ (name), in
 this Complaint alleges and states as follows:

1. The Plaintiff is an adult resident of _____
 _____ (city, state, zip code).

2. The Plaintiff is the owner of the leased property located at _____
 _____ (street address), _____ (city), North Dakota.

3. The leased property **is not** owned by a business, corporation, limited liability company,
 or other artificial person.

4. On or about _____, the Plaintiff and Defendant entered into
 a written oral (choose one) lease agreement for the property listed in Paragraph 2 of this
 Complaint.

A true and correct copy of the written lease agreement is attached as Exhibit ____ and
 incorporated by reference (choose if the lease agreement is written; if the lease
 agreement is oral, leave blank).

5. The lease agreement requires payment of monthly rent in the amount of \$ _____ on or by the _____ day of each month, with a late fee of \$ _____ according to the following terms of the lease _____.

6. The Defendant is in violation of the lease agreement by the following (*choose all that apply; at the hearing, you must prove every option you choose*):

There is due, unpaid and delinquent rent in the amount of \$ _____ for the months of _____, plus other costs and fees which are the responsibility of the Defendant under the terms of the lease in the amount of \$ _____, for a total amount of \$ _____ past due.

Unreasonable peace disturbances.

Unreported pets.

Too many occupants in violation of the lease.

7. (*Choose one; Paragraph 7 continues on next page*)

Plaintiff is not claiming the costs of any repairs of damages to the leased property related to the Defendant's possession, at this time.

The Defendant caused damages to the leased property that are related to the Defendant's possession in the amount of \$_____. Documentation of the costs related to the damages are attached as Exhibit(s) _____.

The Defendant caused damages to the leased property that are related to the Defendant's possession. The costs related to the damages are unknown at this time.

8. On _____ (date), Plaintiff arranged to be served on the Defendant a Notice of Intention to Evict as required by North Dakota Century Code Section 47-32-02, as shown by the attached Exhibit ____ and incorporated by reference.

9. More than three days have passed since serving the Notice and the Defendant has not complied and continues to be in possession of the leased property.

Wherefore, The Plaintiff asks the Court for the following:

10. For a judgment of eviction against the Defendant.

11. (Choose all that apply.)

a. If applicable, for due, unpaid and delinquent rent in the amount of \$_____, plus other costs and fees which are the responsibility of the Defendant under the terms of the lease in the amount of \$_____, for a total amount of \$_____ past due.

b. If applicable, for the costs of any repairs of damages to the leased property related to the Defendant's possession.

c. If applicable, for _____.

- 12. For Plaintiff's costs that were incurred.
- 13. For an order directing the Sheriff to remove Defendants from the leased property.
- 14. For any other relief as this Court deems just and proper.

Dated _____.

(Signature of Plaintiff)

(Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)