**IN THE JUSTICE COURT OF RANKIN COUNTY, MISSISSIPPI**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PLAINTIFF

VS.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DEFENDANT(S)

**COMPLAINT FOR EVICTION (REMOVAL OF TENANT FROM PREMISES) FOR BREACH OF DUTIES**

**COMES NOW** the Plaintiff and files this Complaint and in support thereof would show:

1. The Plaintiff (hereinafter "Landlord") and the Defendant (hereinafter "Tenant"), on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

entered in a lease agreement for the following Rankin County, Mississippi, property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. The Tenant is in material noncompliance with:

[ ] a provision of his/her written lease agreement by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; or

[ ] his/her following duties required under Miss. Code Ann. § 89-8-25:

[ ] Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the

premises permits;

[ ] Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner

in compliance with community standards;

[ ] Keep all plumbing fixtures in the dwelling unit used by the tenant as clean as their condition permits;

[ ] Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and

other facilities and appliances, including elevators, in the premises;

[ ] Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or

knowingly permit any other person to do so;

[ ] Conduct himself and require other persons on the premises with his consent to conduct themselves in

a manner that will not disturb his neighbors' peaceful enjoyment of their premises;

[ ] Inform the landlord of any condition of which he has actual knowledge which may cause damage to

the premises;

[ ] To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition,

reasonable wear and tear excepted, and comply with the requirements of applicable building and

housing codes materially affecting health and safety;

[ ] Not engage in any illegal activity upon the leased premises as documented by a law enforcement

agency.

3. On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Landlord delivered a written notice to the Tenant specifying the acts and omissions

constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the

notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days. The Tenant has failed to comply

with such written notice. This Court should order the Tenant removed from the premises.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord or Landlord's Agent

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rankin County Justice Court Clerk/Deputy Clerk