

IN THE JUSTICE COURT OF _____ 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 _____ 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.

Landlord or Landlord's Agent

**STATE OF MISSISSIPPI
COUNTY OF _____**

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, who, after being first by me duly sworn stated that the matters, facts, and averments contained and set forth in the above and foregoing Complaint are true and correct as therein stated.

Landlord or Landlord's Agent

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

NOTARY PUBLIC

My Commission Expires:
