

IN THE JUSTICE COURT OF MADISON COUNTY, MISSISSIPPI

Name: _____
Address: _____
Contact Name: _____
Contact Phone Number: _____

VS. CAUSE NO. _____

Name: _____
Address: _____
Name: _____
Address: _____
Name: _____
Address: _____

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 Madison 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/MADISON COUNTY JUSTICE COURT

My Commission Expires:
