

IN DISTRICT COURT, \_\_\_\_\_ COUNTY, NORTH DAKOTA

Case No. \_\_\_\_\_

\_\_\_\_\_, )  
 Plaintiff, )  
 (landlord) )  
 vs )  
 \_\_\_\_\_ )  
 Defendant. )  
 (tenant) )

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW,  
ORDER**

The above entitled action for Eviction, pursuant to Chapter 47-32 of the North Dakota Century Code, came on for hearing before the Court on \_\_\_\_\_ at \_\_\_\_\_: \_\_\_\_\_ am/pm. The Court, upon conclusion of said hearing and, having reviewed all evidence presented at the same, now makes the following:

**FINDINGS OF FACT**

Based on the evidence presented, the Court finds that:

1. The Plaintiff is the landlord of the property located at \_\_\_\_\_, North Dakota.
2. The Defendant entered into a lease agreement with the Plaintiff on \_\_\_\_\_, 20\_\_\_\_ (date)
3. The terms of the lease are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.
4. The Defendant has breached the provisions of the lease in the following way(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

Based on the following conduct \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.

5. The Defendant \_\_\_\_\_ is (or) \_\_\_\_\_ is not currently in default for failure to pay the following:  
     \$ \_\_\_\_\_ in past due rent from \_\_\_\_\_  
     \$ \_\_\_\_\_ in late fees from \_\_\_\_\_
6. The Defendant \_\_\_\_\_ has (or) \_\_\_\_\_ has not damaged the property.
7. Service on the Defendant of the three-day notice of intent to evict was completed on \_\_\_\_\_ by \_\_\_\_\_.
8. The Defendant continued to occupy the property without the consent of the landlord.
9. Service on Defendant of the summons and complaint was completed on \_\_\_\_\_ by \_\_\_\_\_.
10. The Defendant \_\_\_\_\_ has (or) \_\_\_\_\_ has not shown that immediately vacating the premises would be a substantial hardship on the Defendant or Defendant's family based on the following information: \_\_\_\_\_.

**CONCLUSIONS OF LAW**

11. This court has personal and subject matter jurisdiction of this action and the parties.
12. Service of the three-day notice of intent to evict and the summons and complaint on the Defendant is in compliance with Section 47-32-02 of the North Dakota Century Code.
13. The Defendant is in violation of the lease agreement with the Plaintiff with respect to \_\_\_\_\_.
14. The Plaintiff \_\_\_\_\_ is (or) \_\_\_\_\_ is not entitled to judgment of the following as of the date of the hearing on \_\_\_\_\_:
 

Rent and Late Fees	\$ _____
Pet Deposit	\$ _____
Damages	\$ _____
_____	\$ _____
_____	\$ _____
(less security deposit on hand)	- \$ _____
<b>TOTAL</b>	<b>\$ _____</b>

15. The Plaintiff \_\_\_\_\_ is (or) \_\_\_\_\_ is not entitled recovery of the leased premises.

16. Based on the above findings of fact and the Plaintiff having met the standard of eviction in Chapter 47-32 of the North Dakota Century Code, the Court concludes that the Plaintiff is entitled to a Judgment of Eviction.

**ORDER**

**IT IS HEREBY ORDERED** that the Plaintiff is granted a Judgment of Eviction against the Defendant and for judgment in the amount of \$\_\_\_\_\_. That the Defendant must remove their possessions and vacate the premises at \_\_\_\_\_

no later than \_\_\_\_\_.

In the event the Defendant does not vacate the premises, a Writ of Eviction will be issued to the Sheriff of \_\_\_\_\_ County on \_\_\_\_\_.

The Court orders that a member of the \_\_\_\_\_ County Sheriff's Department accompany the Plaintiff to the premises herein to ensure that all occupants are removed from the premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BY THE Court:**

\_\_\_\_\_  
Judge of the District Court