

Notice Of Intention to Evict: Demand For Rent Or Possession Of The Premises

To: _____ (tenant)

and any and all others in possession of the premises located at:

_____, (address)
_____, (city) North Dakota _____ (zip code).

Please take notice that you or others in possession of the premises have violated the lease dated _____ (month, day, year) or other rental agreement in the following manner:

There is due, unpaid and delinquent monthly rent in the amount of \$ _____ for the months of _____, plus other costs and fees which are the responsibility of the tenant under the terms of the lease in the amount of \$ _____, for a **total amount of \$ _____** past due to the undersigned Landlord of the premises.

Please take notice that you are in default of the terms of the residential lease and that within **Three (3)** days of service of this Notice, you must either pay the **total amount due of \$ _____** or move out and deliver possession of the premises to the undersigned Landlord.

If you fail to pay the total amount due or move out and deliver possession of the premises during the **Three (3)** day period, legal action will be started to evict you from the premises and to recover all unpaid rents, costs, damages to the premises, if any, and any other remedies available under North Dakota law.

This is intended as a Three (3) day Notice of Intention to Evict. This Notice is in Accordance With North Dakota Century Code 47-32-01.

Dated _____.

(Signature of Landlord)

(Landlord's Printed Name)

(Landlord's Address, City, State, Zip Code & Telephone Number)

Landlord reserves all the rights and remedies provided under the rental agreement and under the applicable laws of the State of North Dakota including, but not limited to, damages for unpaid rent or property and nothing in this Notice may be construed as a waiver of such rights and remedies.

Notice of Intention to Evict

To: _____ (tenant) and
any and all others in possession of the premises located at:

_____, (address)
_____, (city) North Dakota _____ (zip code).

Please take notice that you or others in possession of the premises have violated the lease dated _____ (month, day, year) or other rental agreement in the following manner:

- 1. 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 tenant under the terms of the lease in the amount of \$ _____, for a total amount of \$ _____ past due.
- 2. Unreasonable peace disturbances
- 3. Unreported pets
- 4. Too many occupants in violation of the lease
- 5. Other material violation of the lease, specifically: _____

Please take notice that you are in default of the terms of the residential lease and that within **Three (3)** days of service of this Notice, you must move out and deliver possession of the premises to the undersigned Landlord.

If you fail to move out and deliver possession of the premises during the **Three (3)** day period, legal action will be started to evict you from the premises and to recover all unpaid rents, costs, damages to the premises, if any, and any other remedies available under North Dakota law.

This is intended as a Three (3) day Notice of Intention to Evict. This Notice is in accordance with North Dakota Century Code 47-32-01.

Dated _____.

(Signature of Landlord)

(Landlord's Printed Name)

(Landlord's Address, City, State, Zip Code & Telephone Number)

Landlord reserves all the rights and remedies provided under the rental agreement and under the applicable laws of the State of North Dakota including but not limited to damages for unpaid rent or property and nothing in this Notice may be construed as a waiver of such rights and remedies.

Read Before Completing The Eviction Summons 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
County Of _____

In District Court
_____ Judicial District

_____,
Plaintiff, (landlord)

vs

_____,
Defendant (tenant).

Case No. _____

Summons

The State of North Dakota to the Above Named Defendant:

1. You are hereby summoned and required to appear in District Court and answer the attached Complaint for Eviction of the Plaintiff at a hearing scheduled at the _____ County Courthouse in the city of _____, North Dakota, on _____ (date) at _____ p.m. a.m.

2. The purpose of this action is to evict you from the premises which you occupy, located at _____ (address), and owned by the above-named Plaintiff. This action is brought under Chapter 47-32 of the North Dakota Century Code (N.D.C.C.).

3. If you fail to appear and answer at the time and place of the hearing, judgment by default will be taken against you for the relief demanded in the Complaint for Eviction.

4. Rule 13 of the North Dakota Supreme Court Administrative Rules allows a Judicial Referee of the District Court to hear and decide eviction actions brought under N.D.C.C. Chapter 47-32. You have the right to have your case heard and decided by a Judge of the District Court, instead of a Judicial Referee.

5. If you want a Judge of the District Court to hear and decide this eviction action, you must file a written request with the Clerk of this District Court within seven (7) days after receiving this notice of the eviction hearing.

Dated _____.

(Plaintiff Signature)

(Plaintiff Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

Read Before Completing the Eviction Complaint Form

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(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.

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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)

State Of North Dakota
County Of _____

In District Court
_____ Judicial District

_____,)
Plaintiff (landlord),)
)
vs)
)
_____.)
Defendant (tenant).)
)

Case No. _____

**Findings Of Fact, Conclusions Of Law
And Order For Judgment**

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. Plaintiff appeared in person, Pro Se. Defendant did/ did not appear. The Court, after hearing the testimony, and after reviewing the entire file and record in this proceeding, now makes the following:

Findings Of Fact

1. The Plaintiff is the owner of the property located at _____, North Dakota.
2. The Plaintiff entered into a lease agreement with the Defendant on _____.
3. The terms of the lease that apply to this eviction are: _____

4. The Defendant has breached the terms of the lease based on the following conduct:

5. The Defendant is/ is not currently in default for failure to pay the following:

\$_____ in past due rent from _____

\$_____ in late fees from _____

6. The Defendant has/ 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 Plaintiff.

9. Service on Defendant of the Summons and Complaint was completed on

_____ by _____.

10. The Defendant has/ 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 is in compliance with Section 47-32-02 of the North Dakota Century Code.

13. Service of the Summons and Complaint for eviction on the Defendant is in compliance with Section 47-32-02 of the North Dakota Century Code.

14. The Defendant is in violation of the lease agreement with the Plaintiff with respect to

15. 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 shall have a Judgment of Eviction against the Defendant restoring the Plaintiff to the restitution of the leased premises.

16. 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 shall be issued to the Sheriff of _____

County on _____. A member of the _____

County Sheriff's Department shall accompany the Plaintiff to the premises to ensure that all occupants are removed from the premises.

17. The Plaintiff shall be granted a money judgment against the Defendant of the following, as of the date of the hearing on _____:

Unpaid Rent	\$ _____
Late Fees	\$ _____
Costs and Disbursements	\$ _____
Damages	\$ _____
_____	\$ _____
(less security deposit on hand)	- \$ _____
TOTAL	\$ _____

Order For Judgment

Let Judgment Be Entered Accordingly.

Notice

You are hereby given notice of your right to review of a Judicial Referee's Findings and Order by a District Court Judge. To request a review, you must file a written request stating the reasons for the review within seven (7) days after service of this Notice.

Dated _____.

By The Court:

Judge of the District Court/
Judicial Referee of the District Court

State Of North Dakota
County Of _____

In District Court
_____ Judicial District

_____,)
Plaintiff (landlord),)
)
vs)
)
_____.)
Defendant (tenant).)
)

Case No. _____

Judgment

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. Plaintiff appeared in person, Pro Se. Defendant did/ did not appear. The Court, after hearing the testimony, and after reviewing the entire file and record in this proceeding, having made its Findings of Fact, Conclusions of Law and Order for Judgment,

It Is Hereby Ordered, Adjudged And Decreed As Follows:

1. This court has personal and subject matter jurisdiction of this action and the parties.
2. Service of the three-day Notice of Intent to Evict is in compliance with Section 47-32-02 of the North Dakota Century Code.
3. Service of the Summons and Complaint for eviction on the Defendant is in compliance with Section 47-32-02 of the North Dakota Century Code.
4. The Defendant is in violation of the lease agreement with the Plaintiff with respect to

5. The Plaintiff is granted a Judgment of Eviction against the Defendant restoring the Plaintiff to the restitution of the leased premises.

6. 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 shall be issued to the Sheriff of _____ County on _____. A member of the _____ County Sheriff's Department shall accompany the Plaintiff to the premises to ensure that all occupants are removed from the premises.

7. The Plaintiff is granted a money judgment against the Defendant of the following, as of the date of the hearing on _____:

Unpaid Rent	\$ _____
Late Fees	\$ _____
Costs and Disbursements	\$ _____
Damages	\$ _____
_____	\$ _____
(less security deposit on hand)	- \$ _____
TOTAL	\$ _____

Witness, the Judge of District Court, _____ County, North Dakota; and by my hand and seal this _____.

Clerk of District Court
_____ County, North Dakota

State Of North Dakota

In District Court

County Of _____

_____ Judicial District

_____)
 Plaintiff,)
 vs)
 _____)
 Defendant,)

Case No. _____

**Affidavit Of Identification
And Military Status**

1. I, _____, declare that I am the Plaintiff in the above entitled action, and that to the best of my knowledge the name, address, and occupation of the Defendant are as follows (*list each Defendant*):

2. To the best of my knowledge (*choose one – you may check for active military service online at <https://scra.dmdc.osd.mil/>*):

The Defendant **is not** in active military service. I know this because (*select all that apply*):

I contacted the military services of the United States and obtained documentation showing the Defendant is not on active duty status. The documentation is attached.

I have personal knowledge of the Defendant’s military status (*explain*):

(Paragraph 2 continues on next page.)

The Defendant **is** in active military service, **but** the Defendant is represented by a lawyer in the above entitled action.

I do not know whether the Defendant is in active military service. I did the following to try to find out:

3. I declare, under penalty of perjury under the law of North Dakota, that everything I stated in this Affidavit is true and correct.

Signed on _____ (date) in _____ (city),
_____ (county), _____ (state), _____ (country).

(Signature)

(Printed Name)

(Address) (City, State, Zip Code)

(Telephone Number) (Email Address)

State of North Dakota

In District Court

County of _____

_____ Judicial District

_____,)
 Plaintiff (landlord),)
)
 vs.)
)
 _____,)
 Defendant (tenant).)

Case No. _____
 Writ of Eviction

1. The Plaintiff's action for forcible detainer came on for hearing before the District Court on _____ at _____ am/ pm. Plaintiff appeared in person, Pro Se, Defendant(s), _____, appeared/ did not appear. After considering the testimony of the parties, the court issued a Judgment of Eviction in favor of the Plaintiff, and against the Defendant(s).

It Is Hereby Ordered:

- 2. The Court has jurisdiction over the parties.
- 3. The Plaintiff has obtained a judgment of eviction.
- 4. The Defendant shall be out of the premises by _____ at _____ am/ pm.
- 5. The Sheriff of _____ County shall remove the Defendant(s), or any other person in possession of the property from the premises located at _____

 after _____ am/ pm on _____.

6. (Choose One):

Paragraph 6 does not apply.

The Sheriff of _____ County has _____ days to return the execution.

Dated: _____

By the Court:

Judge or Judicial Referee

Clerk of District Court

By: _____
Deputy

State Of North Dakota
County Of _____

In District Court
_____ Judicial District

_____,)
Plaintiff,)
vs)
_____,)
Defendant,)

Case No. _____

**Statement Of Costs And
Disbursements**

I, _____, submit this statement for costs and
disbursements:

Costs And Disbursements:

Statutory fee (N.D.C.C. § 28-26-02) \$ _____

Filing fee \$ _____

Service costs \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total: \$ _____

I declare, under penalty of perjury under the law of North Dakota, that everything I stated in this Statement of Costs and Disbursements is true and correct.

Signed on _____ (date) in _____ (city),
_____ (county), _____ (state), _____ (country).

(Signature)

(Printed Name)

(Address) (City, State, Zip Code)

(Telephone Number) (Email Address)

Taxation Of Costs

The above statement of costs is hereby taxed and allowed in the sum of
\$ _____, on _____.

By: _____
Clerk of District Court