

See Instructions (HOU101) for help in filling out this form.

State of Minnesota

District Court

County of: _____

Court File Number: _____

Judicial District: _____

Case Type: Housing _____

Plaintiff #1 (Landlord)

Name: _____

Address: _____

City/State/Zip: _____

VS

Defendant #1 (Tenant)

Name: _____

Address: _____

City/State/Zip: _____

Plaintiff #2 (Landlord)

Name: _____

Address: _____

City/State/Zip: _____

VS

Defendant #2 (Tenant)

Name: _____

Address: _____

City/State/Zip: _____

Eviction Action Complaint (HOU102)

Minn. Stat. § 504B.321

PLEASE TAKE NOTICE: If financially unable to obtain counsel, the defendant has the right to a court-appointed attorney in a public housing eviction case that alleges breach of lease under Minn. Stat. §§ 504B.171 or 504B.285.

- Check box if the leased or rental property qualifies as “public housing” as that term is used in Minn. Stat. § 504B.268.
- Check box if the tenancy is affected by a federal or state housing subsidy program through project-based federal assistance payments, the Section 8 program, as defined in Minn. Stat. § 469.002, subd. 24; the low-income housing tax credit program; or any other similar program. Name of agency that administers the housing subsidy program _____.
- Check box if there are more than two plaintiffs or more than two defendants. List the information for the other parties on the *Additional Litigants Form*, HOU125.

1. Rental Agreement (Lease)

Landlord leased or rented the property located at:

Address: _____

Apartment # _____

City, State, Zip: _____

County: _____

- Includes a garage
- Does not include a garage

The agreement for the property, beginning from _____ (date), and ending _____ (date), is an ORAL or WRITTEN agreement and is for: (check all that apply)

Payment of Rent. The current due and payable under this agreement each month is \$_____ due on the _____ day of the month.

Exchange of Services. The agreement for exchange of services was: (explain in detail) _____

➔ **IMPORTANT!** If there is a **written agreement (lease)**, you must include the written lease, or most recent written lease in existence, and any relevant lease addenda, with this *Complaint*. If alleging non-payment of rent, you must attach a detailed, itemized accounting, or statement listing the amounts due.

2. Notice of Right of Possession by Landlord for Residential Leases

Landlord having present right of possession of the residential property, has followed Minn. Stat. § 504B.181 by: (you must check either A **and** B, or C)

a. Informing the Tenant, either in the rental agreement or otherwise, before the beginning of the tenancy, the name and address of:

- The person authorized to manage the property; **AND**
- A landlord or agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands; **AND**

b. Posting in an obvious place on the property a printed or typewritten notice that includes the information above. Explain where the notice is posted:

OR

- c. The Tenant knew of the name and address of the person authorized to manage the property and accept and give receipt for notices and demands, at least 30 days before the filing of this action, because:

3. Grounds for Eviction

Landlord seeks to have the Tenant evicted for the following reasons: (check all that apply)

- a. The Tenant is still in possession of the premises and has failed to pay rent for the month(s) of _____ in the amount of \$_____ per month, payable on the _____ day of each month, for a total due of \$_____.

For Residential Leases Only: A written notice pursuant to Minn. Stat. § 504B.321 subd. 1a was served on Tenant _____ (date), which was at least 14 days before filing this eviction complaint. The written notice is attached.

- b. The Tenant failed to vacate the property after written notice was given: (check all that apply)
- Landlord gave written notice to Tenant on _____ (date) to vacate the property by _____ (date). Tenant has failed to vacate the property. Attach copy of written notice to vacate.
 - Tenant gave written notice to Landlord on _____ (date) that they would vacate the property by _____ (date). Tenant has failed to vacate the property. Attach copy of written notice to vacate.
- c. The Tenant has broken the terms of the rental agreement by the following: (Explain, in detail)
- The specific clause of the agreement that was violated;
 - The dates and description of what happened that violated the agreement; and
 - Which section of the agreement gives the landlord the right to evict tenant for breaking the terms of the rental agreement.

d. The Tenant has breached the covenants as stated in Minn. Stat. § 504B.171 by:
(Explain, in detail, what happened including dates.) _____

e. The Tenant defaulted on the mortgage, and the property has been sold at a Sheriff's sale. The Redemption period has expired, and Plaintiff is entitled to possession.

f. The Tenant defaulted on a Contract for Deed and is holding over after proper cancellation of the contract.

4. The Landlord seeks judgment against above Tenants for restitution of said premises plus costs and disbursements.

5. Tenant #1 date of birth: _____ / Unknown

Tenant #2 date of birth: _____ / Unknown

If a tenant is a business, leave this section blank for that tenant.

6. Military status for Tenant:

Tenant #1 is in the military service / is not in the military service / Unknown

Tenant #2 is in the military service / is not in the military service / Unknown

If a tenant is a business, leave this section blank for that tenant.

I declare under penalty of perjury that everything I have stated in this document is true and correct. Minn. Stat. § 358.116

******Notice: A licensed attorney must sign the *Complaint* and appear in court on behalf of a corporation or LLC. ******

Date: _____

Signature

Name: _____

County and state where signed:

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____