

INSTRUCTIONS ON VERIFIED COMPLAINT FOR EVICTION

This form references specific South Dakota Codified Laws (SDCL), and you can find these laws on the South Dakota Legislature website. If you have any legal questions, it is highly recommended that you consult with an attorney. Court staff are unable to provide you with legal advice or assist you in completing this form. For specific questions related to the forms, you can contact the Legal Form Helpline at 1-855-784-0004 or email UJS staff at ujssrlhelp@uj.s.state.sd.us.

IMPORTANT NOTICE

If you are the Plaintiff filing on behalf of a corporation or LLC, you will need to obtain an attorney. You can refer to SDCL 15-39-47 for Persons Authorized to Act as an Attorney.

To complete this form, you will need to:

- Fill in the top part of the form called “the caption”. Start by filling in the name of the county where you are filing the civil action and the circuit number where the county is located. That information can be found here:
https://uj.s.sd.gov/Circuit_Court/Default.aspx.
- Fill in your name on the line provide for “Plaintiff/Landlord” and fill in the tenant(s) name on the line provided for “Defendant/Tenant”. Leave the file number blank, the Clerk of Courts will provide this.
- Complete numbers 1 through 4 with the information you have.
- Do not sign until you are in front of a Clerk or notary.
- File the Verified Complaint, Summons, and lease agreement, if there was one, with the Clerk of Court.
- Serve the Summons, Verified Complaint, and lease agreement, if there was one, on the Tenant/Defendant(s) by way of Sheriff or process server, subject to a fee.

<p>_____ Plaintiff/Landlord</p> <p style="text-align: center;">v.</p> <p>_____ Defendant/Tenant(s)</p>	<p>Case No.: _____</p> <p style="text-align: center;">VERIFIED COMPLAINT (FOR EVICTION)</p>
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COMES NOW, the above-named Plaintiff/Landlord and for their cause of action against the above-named Defendant/Tenant(s), states and alleges as follows:

1. The Plaintiff/Landlord is the owner of real property located at:

(Street Address)

(City, State, Zip)

and the Defendant/Tenant(s) are currently residing at the premises.

2. Plaintiff/Landlord leased the property described above to the Defendant/Tenant(s) beginning _____ for a period of _____ months/years (*circle one*).
3. Terms of the lease agreement were: (*check one*)
 - Verbally agreed upon by the Plaintiff/Landlord and Defendant/Tenant(s);
 - or**
 - Listed in a lease agreement that the Defendant/Tenant(s) signed on _____ and a copy of the lease is attached to this Complaint and incorporated herein by reference.
4. The Defendant/Tenant(s) failed to comply with the following terms of the lease: (*mark all that apply*)
 - Failure to pay rent in the amount of \$_____ per month for the following months:
_____;
 - Failure to pay late fees in the amount of \$_____;

Failure to pay the following utilities and in the following amounts:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Failure to pay deposit in the amount of \$ _____;

Failure to pay pet deposit in the amount of \$ _____;

Refrain from keeping an unauthorized pet on the premises;

Refrain from allowing an unauthorized person to live in the leased property;

Vacate the premises when the lease expired on _____;

Refrain from causing or allowing substantial damage to the property;

Refrain from engaging or allowing criminal activity to occur on the property; and/or

Other: _____

WHEREFORE, Plaintiff/Landlord requests that the Court order the following relief:

1. The Defendant/Tenant(s) be ordered to remove themselves and their property and vacate the above-named premises immediately, restoring possession of the property to the Plaintiff/Landlord;
2. An expedited hearing pursuant to SDCL 21-16-7 and 8;
3. A Writ of Execution of Possession allowing for immediate execution by the local Sheriff's Department should the Defendant/Tenant(s) refuse to remove their property and vacate the premises;
4. In the event Defendant/Tenant(s) fails to remove property valued at more than \$500, authorizing Plaintiff/Landlord to remove Defendant/Tenant's property and store the same in compliance with SDCL 43-32-26, with a lien thereon in favor of Plaintiff/Landlord in the amount of removal fees and storage costs;
5. Reimbursement for Plaintiff/Landlord's costs incurred in bringing this action, including but not limited to court fees, costs and disbursements;
6. Judgment in favor of the Plaintiff/Landlord and against the Defendant/Tenant(s) in the total amount of \$ _____, together with interest, costs and disbursements;

7. For such other and further relief as may be equitable and just.

Dated this ____ day of _____, 20____.

Plaintiff/Landlord's Signature

Sworn/affirmed before me this _____ day of _____, 20____.

Plaintiff/Landlord's Printed Name

Plaintiff/Landlord's Mailing Address

Notary/Deputy Clerk/Clerk of Court

City, State & Zip Code

My Commission Expires: _____

Plaintiff/Landlord's Phone Number

TO THE DEFENDANT/TENANT: If you wish to dispute this eviction, you (or your attorney) must file a written Answer to this complaint along with a case filing statement and appear at any hearing that may be scheduled in this matter. You must file the original Answer with the Clerk of Courts office and serve a copy on the landlord (or landlord's attorney) at the address shown above. The answer must be served on the landlord no later than FIVE (5) days after receiving the Summons and Complaint. The instructions and forms to answer can be found at: <https://ujslawhelp.sd.gov/onlineforms.aspx>.

IF YOU DO NOT FILE AND SERVE AN ANSWER, OR IF YOU FAIL TO APPEAR AT A HEARING, JUDGMENT MAY BE ENTERED AGAINST YOU FOR POSSESSION OF THE LEASED PROPERTY AND FOR THE RELIEF REQUESTED IN THIS COMPLAINT.