

Evictions – Landlord Guide

The Virginia Township Justice Court accepts eviction cases within Storey County. To process an eviction through our court, the tenant MUST reside in Storey County.

Our office is located at 26 South B Street, Second Floor, Virginia City, Nevada 89440. Our phone number is 775-847-0962. Our hours are 8:00 a.m., to 5:00 p.m., Monday through Friday, excluding holidays.

Our trained staff is happy to assist you. It is, however, against the law for clerks/staff to offer legal advice or to assist you in completing any documents. For questions not addressed in this material, you may wish to contact an attorney or a legal self-help center or go to your nearest law library. You may also visit the Nevada Supreme Court Law Library on line at www.leg.state.nv.us.

The Court has provided these forms and instructions as a courtesy only. The court is not liable for errors contained herein or for direct, indirect, special or consequential damages in connection with furnishing these documents. Many law matters involve complex and valuable legal rights. These forms and instructions are basic and general and do not fit all situations. To protect your rights, you should consider consulting with an attorney.



If the notice tells you to take action in **10 days or less (as nearly all eviction notices will)**, it is referring to judicial days. A judicial day does not include:

- a. The day of service;
- b. Weekends
- c. Legal Holidays

If the notice tells you to take action in **11 days or more (for example, a 30-day “no cause” notice)**, you count calendar days. That is, you do not count the day of service but you do count weekends and legal holidays.

3 additional days are added if the notice is mailed.

The Eviction Process:

Unless a tenant has surrendered possession of the rental premises to the landlord or abandoned possession of the rental property, a landlord **must** file an eviction action in order to remove the tenant. NRS 118A.480. A landlord may evict a tenant by either a SUMMARY EVICTION or a FORMAL EVICTION.

SUMMARY EVICTION: You want the tenant to leave the property because of any one of a variety of reasons (i.e., failure to pay rent or violating the lease agreement) or for no reason at all which is called a “no cause” eviction.

FORMAL EVICTION: You want the tenant to leave the property AND you are seeking MONEY DAMAGES. Formal evictions are stricter and involve more rules.

Although a SUMMARY EVICTION is less complicated, there are some situations under which it cannot be used: You may not go the SUMMARY route for:

- 1) Eviction following the foreclosure sale of a rental property. (NRS 40.255);
- 2) Eviction of commercial tenants for other than nonpayment of rent (NRS 40.254); or
- 3) Eviction of a tenant from a mobile home park. (NRS 40.253(10) and NRS Chapter 118B)

SUMMARY EVICTION ACTIONS:

Non-Payment of Rent

When a tenant is in arrears in rent, the landlord may start the eviction process by serving an eviction notice to the tenant that gives the tenant a specific amount of time to pay the rent or vacate the premises. The type of notice depends on whether the tenant is a monthly or weekly rental, and the duration of the time the tenant has been in the premises. Either an individual or a business may be evicted for non-payment of rent. If the tenant fails to pay, you may then file a Complaint for Summary Eviction.

Lease Violation

When a tenant fails to abide by the lease, the landlord may start the eviction process by serving an eviction notice to the tenant listing the specific violation(s) and giving the tenant a specific amount of time to correct the violation. After the time has expired and the tenant has not resolved the problem, the landlord must serve a second notice (unlawful detainer notice) to the tenant that advises the tenant that he/she is unlawfully detaining the premises. This type of summary eviction is only for individuals, not businesses. A formal civil eviction complaint must be used to evict a business tenant for a lease violation.

No Cause

When a landlord wants to end a contract with a tenant and the lease period has expired, the landlord must start the eviction process with a notice that advises the tenant when the landlord wants the property available. A tenant's 30-day notice to the landlord of the tenant's intent of leaving the property can be used by the landlord as the initial notice. If the tenant has not voluntarily left by the due date, the landlord must serve a second notice (unlawful detainer notice) to the tenant that advises the tenant that they are unlawfully remaining on (detaining) the premises. This type of summary eviction is only for individuals, not businesses. A formal civil eviction complaint must be used to evict a business tenant for no cause.

SUMMARY EVICTION NOTICES

A Declaration of Service is included with every notice. *FOLLOW THE SERVICE INSTRUCTIONS CAREFULLY.*

You will see the term “notice” used throughout the instructions. Notices of 10 days or less are calculated using judicial days. Judicial days do not include the day of service, holidays, or weekends. Notices of 11 days or more still do not include the day of service, but do include weekends and holidays.

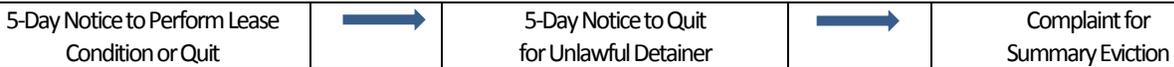
For example, let’s say a 5-Day Notice to Pay Rent or Quit is personally served to a tenant on a Friday. Since the date of service is a Friday (date of service is non-judicial), and the following two days are weekend days (non-judicial days) the fifth judicial day would end up on the following Friday which is actually 7 days later. This could even be longer if there is a holiday somewhere in the week, and if you have to mail the notice, 3 additional days must be added to the calculation. (Use a “certificate of mail” issued by the US Postal Service when mailing a notice.)

5-Day Notice to Pay Rent or Quit is served on a tenant for non-payment of rent only. (This is NOT for non-payment of deposits, etc.) The notice must include a **TENANT’S RIGHTS CLAUSE** (see below). If there is no payment and the tenant remains in the rental, you must file a **Complaint for Summary Eviction**.



There is no second notice required with a 5-Day Notice to Pay Rent or Quit.

5-Day Lease Violation Notice is served on a tenant for lease violations. Upon expiration of this notice, a **5-Day Unlawful Detainer Notice** must be served.



5-Day Tenancy-at-Will Notice is served on a tenant in instances where there is no lease agreement and no rent or other consideration is paid to the landlord. Upon expiration of this notice, a **5-Day Unlawful Detainer Notice** must be served.



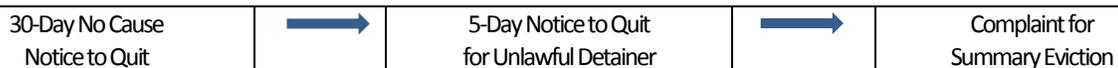
3-Day Nuisance Notice is served on a tenant to terminate a tenancy for cause. Upon expiration of this notice, a **5-Day Unlawful Detainer Notice** must be served.



7-Day No Cause Notice is served on a tenant when no reason is required, but the tenancy must be weekly and not in excess of 45 days. Upon expiration of this notice, a **5-Day Unlawful Detainer Notice** must be served.



30-Day No Cause Notice is served on a tenant when no reason is required. Upon expiration of this notice, a **5-Day Unlawful Detainer Notice** must be served.



5-Day Unlawful Detainer Notice is required following the expiration of a 3, 7, or 30-day notice. This notice **MUST** include a **TENANT’S RIGHTS CLAUSE**: *"You (Tenant) are advised that you have the right to contest this Notice by filing, within the time stated for the payment of rent or surrender of the premises, an Affidavit (Answer) with the Justice of the Peace in Storey County, stating that you are not in default in payment of rent, that you have tendered payment, or that you are not guilty of unlawful Detainer."* (NRS 40.253 and NRS 40.254)

TENANT DOES NOT FILE AN ANSWER

If the tenant DOES NOT FILE an ANSWER, the time to Answer has expired, he/she has not vacated the premises, and you still want the tenant to vacate the premises:



COMPLAINT FOR SUMMARY EVICTION. You will need to file an original and two copies of the following documents with the justice court: (Be prepared to pay a filing fee.)

- ① Complaint for Summary Eviction;
- ② All eviction notices served on the tenant ;
- ③ The written rental/lease agreement, if any, and
- ④ The original Affidavit of Service and when required, a certificate of mailing.
- ⑤ Initial Appearance Affirmation
- ⑥ Civil Cover Sheet (for court only)



REMOVING THE TENANT: If an ORDER FOR SUMMARY EVICTION is granted, you will need to make arrangements with the sheriff to remove the tenant.

We have provided packets on our Forms Page for each type of SUMMARY Eviction.

TENANT FILES AN ANSWER

If the tenant files an ANSWER (aka Affidavit) with the justice court contesting the eviction, and you still want the tenant to vacate the premises:



A HEARING is scheduled. The eviction will not proceed until the hearing. A hearing date will be set and both parties will be sent a notice to appear by mail.



COMPLAINT FOR SUMMARY EVICTION. You will need to file an original and two copies of the following documents with the justice court: (Be prepared to pay a filing fee.)

- ① Complaint for Summary Eviction;
- ② All eviction notices served on the tenant ;
- ③ The written rental/lease agreement, if any, and
- ④ The original Affidavit of Service and when required, a certificate of mailing.
- ⑤ Initial Appearance Affirmation
- ⑥ Civil Cover Sheet (for court only)



A HEARING is held. At the hearing, both parties will be given an opportunity to present the facts of his/her case.



REMOVING THE TENANT: If an ORDER FOR SUMMARY EVICTION is granted, you will need to make arrangements with the sheriff to remove the tenant.

Note: The tenant's ANSWER expires 30 calendar days after the answer period allowed by the notice. If a landlord complaint is not filed within 30 calendar days after the expiration of the applicable notice, the notice will be considered expired and a new notice will be required before the Landlord can proceed with a summary eviction.