

**IN THE JUSTICE COURT OF VIRGINIA TOWNSHIP
IN AND FOR THE COUNTY OF STOREY, STATE OF NEVADA**

Landlord's
Name:

Landlord,

vs.

Tenant's Name:

Address:

City, State, Zip:

Phone:

Email:

Tenant.

Case No. _____

**TENANT'S AFFIDAVIT IN
OPPOSITION TO SUMMARY
EVICTON REGARDING
NONPAYMENT OF RENT**

Tenant, appearing in proper person, contests this matter pursuant to NRS 40.253, and states as follows:

1. I am the tenant of the rental unit. The complete address of the rental unit, including city, state, and zip, is:

2. My rent (check one box) is not is subsidized by a public housing authority or governmental agency.

3. I DO NOT DO request to mediate this issue. This request is only for residential tenants. (Answer the following questions if you request mediation.)

a. I prefer (check one box) an in-person mediation a telephonic mediation a video-conference mediation.

b. The following tenants would participate in the mediation: (Check all that apply.) myself other tenant(s) named: (Write the names of all the tenants who plan to be at the mediation.)

c. A mediator may contact me/the tenants at the following:

i. The best phone number for the mediator to reach participants is: _____

ii. The best email for the mediator to reach participants is: _____

iii. Address: rental property address or

other _____

iv. I require an interpreter in the following language: Spanish Other: _____

4. I received a notice stating that I owe rent. I assert the following defenses to the notice: (Check all that apply.)

a. I have a pending application for rental assistance with (State the name of the entity where you applied.)

b. Landlord refused to participate in my application process for rental assistance.

- c. I was granted rental assistance, but the Landlord refused to accept rental assistance on my behalf.
- d. I paid my rent in full.
- e. I presented payment of my rent in full, but Landlord refused to accept it.
- f. Landlord accepted partial payment of my rent.
- g. The amount Landlord is demanding in the notice includes costs or fees that are not periodic rent or late fees.
- h. Landlord is charging an unreasonable late fee, or a late fee that exceeds 5% of the amount of the periodic rent.
- i. *(To raise this defense, you must deposit your rent into the court's rent escrow account.)* I gave Landlord written notice describing Landlord's failure to maintain my rental unit in a habitable condition. Landlord did not fix, or make a reasonable effort to fix, the habitability problem within 14 days after my notice. Therefore, I am withholding payment of rent.
- j. *(To raise this defense, your rent must have been current at the time you gave written notice to Landlord.)* I gave Landlord written notice of an "essential services" problem at my rental unit (heat, air conditioning, running or hot water, electricity, gas, a working door lock, or other essential item or service). Landlord did not fix, or make a reasonable effort to fix, the problem within 48 hours after my notice. Therefore, I am withholding payment of rent.
- k. I corrected a habitability problem at my rental unit and am deducting the cost from my rent after giving Landlord an itemized statement. I gave Landlord written notice of the habitability problem and stated my intention to repair. Landlord did not fix the problem within 14 days after my notice.
- l. Landlord's notice to me did not comply with Nevada law because it:
 - Was not served on me as required by NRS 40.280;
 - Did not identify the court that has jurisdiction over the case;
 - Did not notify me of my right to contest this matter by filing an affidavit with the court;
 - Did not notify me that the court may issue a summary order for my removal directing the sheriff to post the order in a conspicuous place on the premises not later than 24 hours after the order is received by the sheriff, and that the sheriff shall remove the tenant not earlier than 24 hours but not later than 36 hours after the posting of that order;
 - Did not notify me of my right to seek expedited relief if Landlord unlawfully removes or excludes me from the premises or interrupts an essential service;
 - Did not advise me of the availability of rental assistance; my right to assert an affirmative defense if I have a pending application for rental assistance or if my landlord has refused to participate or accept rental assistance, and my right to a stay if I assert that defense; my right to file a claim for wrongful eviction if my landlord tries to evict me after receiving rental assistance for any reason that existed during the period of default; or my right to a stay for mediation.
- m. Landlord is discriminating against me in violation of the Federal Fair Housing Act and/or Nevada laws.

- n. Landlord is retaliating against me for having engaged in certain protected acts, and Landlord is in violation of NRS 118A.510.

- o. I am a tenant on property that has been foreclosed upon and sold. The new owner:
 - Failed to serve me with the notice of change of ownership required by NRS 40.255(2);
 - Is violating NRS 40.255 by failing or refusing to grant me an additional 60 days on the property;
 - Is attempting to use the summary eviction procedure in violation of NRS 40.255(1), which requires the new owner to use the formal unlawful detainer procedure under NRS 40.290 to 40.420.

- Other defense (*explain below*)

State the facts and circumstances that support the defenses you checked above:

THEREFORE, I request that Landlord take nothing requested in Landlord’s Affidavit/Complaint, or, alternatively, for a delay in the issuance of an order for eviction.

I understand that as long as the filing of this affidavit is timely, I will receive notice of any mediation and/or hearing by email and/or regular U.S. Mail.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Signature

Date

Print Name