

1 IN THE JUSTICE COURT OF _____ TOWNSHIP
2 IN AND FOR THE COUNTY OF _____, STATE OF NEVADA

3
4 Name: _____)
5 Landlord/Plaintiff)
6 vs.)
7 Name: _____)
8 Address: _____)
9 Phone: _____)
10 Tenant/Defendant)

CASE NO: _____

DEPT. NO: _____

11
12 **TENANT'S ANSWER/AFFIDAVIT IN OPPOSITION TO SUMMARY EVICTION**

13 (PUBLIC OR PUBLICLY SUBSIDIZED HOUSING)

14 COMES NOW, the undersigned Tenant and states:

15 1. That I am the Tenant in the above-entitled proceedings and reside at:

16
17
18 2. I am a tenant in a conventional public housing facility or a tenant whose
19 rent is subsidized by a Public Housing Authority or other governmental agency (see attached
20 lease/rental agreement).

21 3. My portion of the rent is \$_____ per month.

22 **(Complete this section if you are being evicted for nonpayment of rent.)**

23 4. I received a notice alleging that I am in default of the payment of rent. I disagree
24 with this notice for the following reasons (*check all that apply*):

25 I paid my rent in full

26 (*explain*): _____

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The Landlord is seeking the Public Housing Authority's portion from me.
Section 8 Housing Choice Voucher Tenancies: It is a violation of federal regulations for a Landlord to seek more than the contractually approved rent. 24 CFR §982.451 (b)(4). A Landlord cannot seek to terminate a Tenant for the public housing authority's failure to pay the rent. 24 CFR §982.310 (b))

I offered to pay the rent, but the Landlord refused to accept it
(explain): _____

I am withholding payment of rent because the Landlord has failed to restore or make a good faith effort to restore certain essential services (i.e., water, heat, electricity, etc.) within 48 hours after I or a government agency served the Landlord with written notice of the problem
(explain): _____

I am withholding payment of the rent because the Landlord has failed to remedy or make a good faith effort to remedy his/her failure to maintain the rental unit in a habitable condition within 14 days after I or a government agency served the Landlord written notice of the problem(s)¹
(explain): _____

¹ To raise this defense in court, you must first deposit your rent into the court's rent escrow account if one is maintained by the justice court clerk's office of your county.

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I am entitled to withhold my rent because I have made repairs to the rental unit and deducted this amount from the rent (*explain and enclose receipts*) _____

Other defense (*explain*): _____

I am in default of the payment of the rent, but wish to request _____ days (*select up to 10 days*) to move from the rental unit(*explain*): _____

(Complete this Section if you are being evicted for a lease violation.)

5. I received a notice alleging that I have violated my lease agreement. I disagree with this notice for the following reasons (*check all that apply*):

I did not violate my lease agreement (*explain*): _____

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I have cured the alleged violation

(explain): _____

The reasons stated in my Notice do not constitute material non-compliance with my lease or other good cause for termination of my tenancy as required by 24 CFR §966.4(1)(2) (conventional public housing), 24 CFR §982.310(a) (Section 8 voucher during term of tenancy) or 24 CFR 247.3 (certain HUD subsidized projects), 24 U.C.S. §42(h)(6)(B)(ii) & IRS Rev. Rul. 2004-82 (LIHTC Section 42, and 7 CFR §3560.159 (USDA Rural Housing).

The Notice fails to advise me of my right to a grievance procedure to contest the notice as required by 24 CFR 966.4(1)(3)(ii) (conventional public housing) or 7 CFR §3560.160 (USDA Rural Housing).

Other defense

(explain): _____

(Complete this Section if you are being evicted based on a 3-day Notice.)

6. I received a 3-day notice. I disagree with this notice for the following reasons.
(check all that apply):

I received a notice that alleges that I committed a “nuisance,” but the acts complaint of do not meet the definition of nuisance in NRS 40.2514 (4)

(explain): _____

1 I deny the allegations made in the notice as follows: _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 I have received a notice alleging that the rental premises have been foreclosed
8 upon or sold. Summary eviction proceedings cannot be utilized following these
9 notices. NRS 40.255 requires the landlord to proceed under NRS 40.290 *et. seq.*

10 The reasons stated in my Notice do not constitute material non-compliance with
11 my lease or other good cause for termination of my tenancy as required by 24
12 CFR §966.4(1)(2) (conventional public housing), 24 CFR §982.310(a) (Section 8
13 voucher during term of tenancy) or 24 CFR 247.3 (certain HUD subsidized
14 projects), 24 U.C.S. §42(h)(6)(B)(ii) & IRS Rev. Rul. 2004-82 (LIHTC Section
15 42, and 7 CFR §3560.159 (USDA Rural Housing).

16 The Notice fails to advise me of my right to a grievance procedure to contest the
17 notice as required by 24 CFR 966.4(1)(3)(ii) (conventional public housing) or 7
18 CFR §3560.160 (USDA Rural Housing).

19 Other defense (*explain*): _____

20 _____

21 _____

22 _____

23 **(Complete this Section if you are being evicted based on a 7 or 30-day “No
24 Cause” Notice.)**

25 7. I received a notice directing me to vacate my rental premises, but did not list a reason
26 why I am being asked to leave. I disagree with this notice for the following reasons
27 (*check all that apply*):

28 My lease agreement has not expired and will not expire until _____.

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Even though the terms of my original tenancy expired, the Landlord has renewed my tenancy by either accepting rent for a new rental period and/or entering into a new lease agreement.*(explain)*: _____

I received a 30-day notice to vacate and am 60 years of age or older and/or have a physical or mental disability. I am asserting my right to request to be allowed to continue in possession for an additional 30 days as required by NRS 40.251 (3).

My tenancy does not terminate at the end of the lease due to the type of subsidy the Landlord receives. The Landlord must prove material non-compliance with my lease or other good cause for termination of my tenancy as required by 24 CFR §966.4(1)(2) (conventional public housing), or 24 CFR 247.3 (certain HUD subsidized projects), 24 U.C.S. §42(h)(6)(B)(ii) & IRS Rev. Rul. 2004-82 (LIHTC Section 42, and 7 CFR §3560.159 (USDA Rural Housing).

(The following Sections may apply regardless of why you are being evicted.)

8. This action is in violation of the Federal Fair Housing Act or Nevada laws forbidding discrimination in housing *(explain)*: _____

9. This action is brought in violation of NRS 118A.510, which prohibits a landlord from terminating a tenancy in retaliation for a tenant having engaged in specific acts *(explain)*: _____

10. Other defenses*(explain)*:

CERTIFICATE OF MAILING

I hereby certify that on this *(insert date)* _____, 20____, I served the foregoing **TENANT’S ANSWER IN OPPOSITION TO SUMMARY EVICTION**, upon the following person(s), by depositing a copy of same in a sealed envelope in the United States Mail, postage pre-paid, to the following: *(insert the name and address of the opposing party or their attorney.)*

Date	Print Name	Signature

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