

**TENANT'S MOTION FOR EXPEDITED RELIEF
FOLLOWING ILLEGAL LOCKOUT OR UTILITY SHUT-OFF,
TENANT'S AFFIDAVIT/DECLARATION IN SUPPORT OF MOTION FOR EXPEDITED
RELIEF FOLLOWING ILLEGAL LOCKOUT OR UTILITY SHUT OFF,
AND
ORDER REGARDING ILLEGAL LOCKOUT OR UTILITY SHUT-OFF
TENANT INSTRUCTIONS
(Forms #17, #18 and #19)**

This packet of forms is used for an illegal lockout during the course of an eviction court proceeding. If the lockout occurred without an eviction court proceeding, see Verified Complaint for Illegal Lockout, Form #29, and Order Regarding Illegal Lockout or Utility Shut-off, Form #30.

If essential services (power, gas, water, etc.) were turned off because of unpaid utility bills and you are responsible for the bills, you will not be entitled to relief from the court. You will need to contact the appropriate utility company to resolve the situation. Forms #17, #18 and #19 apply to unlawful conduct by landlords; they do not relate to the conduct of a utility company.

FILLING OUT FORM #17

Heading

Fill in the name of the township and county of the Justice Court where the rental unit is located.

Parties

You must fill in the names, addresses and phone numbers of the Landlord/Plaintiff and Tenant/Defendant as set forth on the Tenant's Affidavit/Declaration filed with the court.

Case No. and Dept. No.

Use the identical Case Number and Department Number as was assigned by the court.

Body of the Motion

Check Numbers 1, 2 and/or 3.

Note:

Under Nevada Revised Statutes (NRS) 118A.390, you are entitled to statutory damages of \$1,000.00 for an illegal lockout or illegal termination of essential services. Be sure to include this amount in your request for damages. On top of the \$1,000.00 statutory damages, you may request any other actual damages that you suffered (i.e., cost of motel room while you were locked out, cost of food lost in refrigerator when the power was turned off). If you have receipts to show your actual damages, attach them to the Motion. For specific guidance on damages, see NRS 118A.390(2).

POINTS AND AUTHORITIES

You do not need to fill out anything here. The reason the Points and Authorities are here is because they explain the law that supports the motion.

SIGNATURE SECTION

You must sign, print your name, and put in the date where indicated in the signature block.

CERTIFICATE OF SERVICE

This document requires a "Certificate of Service." The purpose is to prove you notified the other party that you have filed or intend to file the document. The service of this document on the other party may occur before or after actual filing with the court. It is best to serve and file on the same day.

Provide the date and name of the document you delivered to the landlord or the landlord's attorney.

Fill in the address of the landlord or landlord's attorney. If the landlord is represented by an attorney, the Certificate of Service must indicate that the document is being sent to the attorney and indicate the attorney's address. If the landlord is represented by an attorney, you should not send a copy to the landlord.

Check the method by which the document was delivered.

The signature and printed name of the server are required.

FILLING OUT FORM #18

Heading

Fill in the name of the township and county of the Justice Court where the rental unit is located.

Parties

You must fill in the names, addresses and phone numbers of the Landlord/Plaintiff and Tenant/Defendant as set forth on the Tenant's Affidavit/Declaration filed with the court.

Case No. and Dept. No.

Use the identical Case Number and Department Number as was assigned by the court.

Body of the Affidavit/Declaration

Provide the information requested in Number 1 through 13.

This information is important to your motion for both getting back into your rental unit and getting monetary damages from the landlord.

SIGNATURE AND NOTARY PUBLIC / DECLARATION SECTION

You have a choice between signing the document in front of a notary, making the document an affidavit, or signing a declaration without a notary. Generally, clerks are available to certify that you signed the document. However, both alternatives mean that if you are not being truthful, you could be prosecuted for perjury.

CERTIFICATE OF SERVICE

This document requires a "Certificate of Service." The purpose is to prove you notified the other party that you have filed or intend to file the document. The service of this document on the other party may occur before or after actual filing with the court. It is best to serve and file on the same day.

Provide the date and name of the document you delivered to the landlord or the landlord's attorney.

Fill in the address of the landlord or landlord's attorney. If the landlord is represented by an attorney, the Certificate of Service must indicate that the document is being sent to the attorney and indicate the attorney's address. If the landlord is represented by an attorney, you should not send a copy to the landlord.

Check the method by which the document was delivered.

The signature and printed name of the server are required.

FILLING OUT FORM #19

Heading

Fill in the name of the township and county of the Justice Court where the rental unit is located.

Parties

You must fill in the names, addresses and phone numbers of the Landlord/Plaintiff and Tenant/Defendant as set forth on the Tenant's Affidavit/Declaration filed with the court.

Case No. and Dept. No.

Use the identical Case Number and Department Number as was assigned by the court.

Body of the Motion

Do not fill in the body of the order; the court will complete it.

WHAT HAPPENS NEXT

The court must schedule a hearing within 3 judicial days after the date that the Motion is filed.

Do not miss the hearing! If you miss the hearing, you will not be entitled to relief from the court, and your Motion will probably be dismissed. At the hearing, you and the landlord will be entitled to present evidence and arguments in support of your respective positions. You will go first as the petitioner.

The judge will make a decision on the merits of the case based upon the evidence that is presented. The judge will issue a written order either denying or granting your request.

If the court denies your request, it is possible that the judge may impose the costs and fees against you, or the judge could reduce or waive the fees as justice requires.

If the court grants your request, it is possible that the judge may impose the costs and fees against the landlord, or the judge could reduce or waive the fees as justice requires. Also, if the court grants your request, the written order may enjoin the landlord from any future violations, subject to punishment for contempt of court. If the court awards monetary damages to you, collection of those damages may proceed as in any civil case. If you have questions about how to collect damages awarded to you, you are encouraged to consult with an attorney.