

**ANSWER TO COMPLAINT FOR UNLAWFUL DETAINER
TENANT INSTRUCTIONS
(Form #21)
AND DEMAND FOR JURY TRIAL
LANDLORD AND TENANT INSTRUCTIONS
(Form #22)**

This packet is for tenants to answer a Complaint for Unlawful Detainer, Form #10, in a mobile home eviction case. The Notices¹ required must have been served, and the landlord must have served a Summons and Complaint for Unlawful Detainer. The next step is for the tenant to respond to the Complaint. It is essential to do this to have any chance to either (1) raise a defense or (2) ask for more time to leave. If the tenant does not file anything, the landlord can evict quickly.

FILLING OUT FORM #21

Header

You must fill in the blanks indicating what township and county as set forth on the Landlord/Plaintiff's Complaint for Unlawful Detainer, Form #10.

Parties

You must fill in the names, addresses and phone numbers of the Landlord/Plaintiff and Tenant/Defendant as set forth on the Landlord/Plaintiff's Complaint for Unlawful Detainer, Form #10.

Case No. and Dept. No.

Use the identical Case Number and Department Number as was assigned on the Landlord/Plaintiff's Complaint for Unlawful Detainer, Form #10.

Body of Answer

The Landlord/Plaintiff's Complaint for Unlawful Detainer, Form #10, should have listed the allegations against you in the numbered paragraphs of that form. You may either agree with the allegations, disagree with the allegations or simply don't know if

¹ Refers to any of the relevant Notices (Forms #1 through #9) as described in the "Mobile Home Park Evictions, Landlord Instructions."

the allegations are true or not. For those allegations with which you agree, you should list those numbered paragraphs from Form #10 in Number 1 of your Answer. For the allegations with which you disagree, you should list those numbered paragraphs from Form #10 in Number 2 of your Answer. If you simply do not know if some of the numbered allegations in the complaint are true or not, you should list those numbered paragraphs from Form #10 in Number 3 of your Answer.

When you are done with this section of your Answer, you should have responded to each and every allegation in the Landlord/Plaintiff's Complaint by either admitting, denying or saying that you do not know.

DEFENSES

In order to terminate a mobile home park tenancy, a landlord must first have grounds. The grounds are listed in the instructions for Form #10, Complaint for Unlawful Detainer. You should identify the grounds the landlord has chosen upon which to terminate your tenancy. You should then see if the Landlord/Plaintiff has sufficiently established those grounds. Some grounds require that the Landlord/Plaintiff must first have served you with a prior notice before serving you with a termination notice, such as non-compliance and violation. Some grounds do not require prior notice, such as non-payment of rent, annoyance, nuisance and park closure.

GROUND

4.A. NON-PAYMENT OF RENT

If your landlord is attempting to evict you for non-payment of rent, check 4.A. If your landlord has not served you with a notice advising you that you are delinquent in your rent and must pay it or vacate the premises within ten (10) judicial days,² then you should check 4.A.1.

If you tried to pay your rent and the landlord has refused to accept it, check 4.A.2. If you are current in your rent, check 4.A.3.

If "Other" conditions apply, check 4.A.4., and specify those conditions.

² "Judicial Days" do not include date of service, weekends or legal holidays.

4.B. **NON-COMPLIANCE WITH LAW AND/OR VALID RULE OF CONDUCT**

If your landlord is trying to evict you for non-compliance with a law, ordinance, government regulation or valid rule of the park, check 4.B. If you did not receive a notice advising you that you are in non-compliance and giving you a reasonable time to cure the non-compliance, check 4.B.1. If you cured the alleged non-compliance within the reasonable time period, you should check 4.B.2. Check 4.B.3. if you are in compliance, and specify those conditions.

4.C. **VIOLATION OF PARK RULES**

If your landlord is trying to evict you for violating a valid rule of conduct, occupancy or use of park facilities, check 4.C. If your landlord has chosen that ground but did not serve you with a notice advising you that you were in violation of rules and warning you that a violation of that rule in the future will result in a termination of your tenancy, then check 4.C.1. If you have not violated any rules, you should check 4.C.2.

4.D. **NUISANCE**

If your landlord is trying to evict you because you have engaged in activity that threatens the health and safety of the park amounting to a “nuisance,” check 4.D. If your conduct does not rise to that level then check 4.D.1.

If your landlord is trying to evict you for the very specific conduct of discharging a weapon, prostitution, illegal drug manufacture or use, child molestation or abuse, elder molestation or abuse, property damages as a result of vandalism and/or operating a motor vehicle under the influence of alcohol or any other controlled substance and you have not engaged in those activities, check 4.D.2.

If you have not engaged in any conduct that could be construed to be a nuisance, check 4.D.3.

4.E. **ANNOYANCE**

If your landlord is attempting to evict you for engaging in activity that constitutes an annoyance to other tenants, check 4.E. If you have not annoyed other tenants, check 4.E.1.

5. Factual Dispute

If you dispute the landlord's allegation against you, not only should you deny those allegations in Number 2 of your Answer, you should check 5., and fill in the blanks, detailing your dispute with the facts as asserted by the Landlord/Plaintiff.

INSUFFICIENT TERMINATION NOTICE

6. Once the landlord has grounds upon which to terminate your tenancy, the landlord must serve you with a proper termination notice. The notice of termination must provide you with the proper number of days within which to vacate the mobile home lot. The number of days to terminate is based upon the grounds that the landlord has chosen. In non-payment of rent cases, the notice period must be ten (10) judicial days; in nuisance cases, the notice must be either three (3) judicial or five (5) judicial days; in cases involving non-compliance, violations and/or annoyance, the notice must be 45 days; and lastly, if the landlord is choosing to change the use of the park, the notice must be 180 days.

The notice must state the reason for the termination. The notice must also be specific enough to give you enough information so as to be able to identify the date in which the event took place, the location where the alleged events took place, and the circumstances of the alleged events.

6.A. Non-payment of Rent

If your landlord is trying to evict you for not paying your rent, and you were not given ten days to pay your rent as discussed earlier, then check 6.A. NOTE: IT IS GENERALLY ACCEPTED THAT A TEN-DAY NOTICE OF DELINQUENCY AND TERMINATION CAN BE DONE IN ONE NOTICE.

6.B. Nuisance

If your landlord has chosen nuisance as a ground but has not served you with a notice either giving you five judicial days or three judicial days to vacate, then check 6.B.1.a. or 6.B.1.b.

Non-compliance, Annoyance, Violation

If your landlord is trying to evict you for these grounds, and you did not receive a notice advising you that you had at least 45 days to leave, then check 6.B.2.

Change of Park Use

If your landlord is trying to evict you because of a change in the use of land upon which the park sits, and you did not get a notice of 180 days, then check 6.B.3.

6.C. Termination Notice Content

In addition to advising you as to the number of days you have to vacate or be evicted, the notice must also provide you with specific factual information. The notice must tell you the reason or grounds that the landlord is using to evict you.

If the termination notice does not give you a reason, check 6.C.1.

The notice must also give you enough information so that you can tell the dates, places and circumstances giving rise to your landlord's alleged grounds to evict you. If you can't tell the date, check 6.C.2.a. If you can't tell the place, check 6.C.2.b. If you can't tell the circumstances, check 6.C.2.c.

SERVICE OF NOTICE **(Applies to any of the Forms #1 through #9)**

7. Service of Cure and/or Warning Notice

In those circumstances where the landlord's grounds require a notice to cure (non-compliance) or a warning (violation), that notice must be properly served. If it was given to you in person, there must be as proof a signature of a witness and yourself or an endorsement of sheriff, constable or other process server. If it was mailed to you

then the landlord must have a Certificate of Mailing issued by the United States Postal Service.

If you did not get the notice to cure or a warning notice and the grounds are non-compliance or violation, check 7.A. If it was not properly served, i.e., you did not sign for it, check 7.A.1.a. If there was not a witness, check 7.A.1.b. If you did not receive it in the mail, check 7.A.2. NOTE: IF YOU WERE SERVED BY A SHERIFF, CONSTABLE OR OTHER PROCESS SERVER, DO NOT CHECK ANY OF THESE ITEMS.

7.B. Service of Termination Notice

Likewise, the appropriate notice of termination must have been served in the same manner. If you did not get the notice of termination, check 7.B. If it was not properly served, i.e., you did not sign for it, check 7.B.1.a. If there was not a witness, check 7.B.1.b. NOTE: IF YOU WERE SERVED BY A SHERIFF, CONSTABLE OR OTHER PROCESS SERVER, DO NOT CHECK ANY OF THESE ITEMS.

AFFIRMATIVE DEFENSES

8.A. Retaliation

Even if your landlord has alleged legal grounds and has properly served you with legally sufficient notices, there may be some “affirmative defenses” available to you. Your landlord may not seek to terminate your tenancy for legitimate acts you took in furtherance of your rights as a tenant. If any of the circumstances listed in 8.A.1. through 8.A.6. apply, check the appropriate items.

8B. Rent Withholding

If you have withheld your rent pursuant to Nevada Revised Statutes (NRS) 118B.220 due to your landlord’s making your mobile home unfit for occupancy, and your landlord is trying to evict you for not paying your rent, check 8.B.

WHEREFORE SECTION

Check all that apply.

SIGNATURE SECTION

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

VERIFICATION

“Verification” is a sworn statement that the facts in the Answer are true. Date, sign and print the Tenant/Defendant’s name on the lines provided. The verification includes an affidavit or declaration, which makes it a criminal misdemeanor to state a lie. 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 #22

NRS 40.310 provides that a landlord or tenant may have the case heard by a jury. If you want a jury trial, you must complete Form #22, Demand for Jury Trial, and file it before a date is set for hearing. If you demand a jury trial, you must deposit with

the court \$240.00 or more, which represents the first day's fees for each juror before a jury trial will be set. The deposit amount varies from court to court. A jury trial may lead to additional costs and attorney fees for the landlord or tenant, for which you may be liable if you should lose your case. **YOU SHOULD CONSIDER VERY CAREFULLY IF YOU WANT A JURY TRIAL.**

Header

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Parties

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Case No. and Dept. No.

Use the identical Case Number and Department Number as was assigned on the Landlord/Plaintiff's Complaint for Unlawful Detainer, Form #10.

Body of the Demand

Fill in the appropriate blanks.

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.

Note: As this form can be used by either the tenant or the landlord, be sure that you provide the correct landlord or tenant information on this document.

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

Fill in the address of the landlord (or tenant) or landlord's (or tenant's) attorney. If the landlord (or tenant) 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 (or tenant) is represented by an attorney, you should not send a copy to the landlord (or tenant).

Check the method by which the document was delivered.

The signature and printed name of the server are required.

FILING

Once you have completed your Answer, you must take two copies with you to the court. You will file the original with the court and pay the filing fee. If you cannot afford to pay the filing fee, you should file a request to proceed without paying the fees (Application for Waiver of Fees and Costs, Form #35). Ask the clerk to 'file stamp' your copies. Mail or personally serve a file stamped copy of the Answer to Complaint for Unlawful Detainer, Form #21, (and Demand for Jury Trial, Form #22, -- if you have chosen to demand a jury trial) to your landlord or to the landlord's attorney if one appears on the Complaint. You also must provide the court with copies of the Proofs of Service.