

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

- a.  I paid my rent in full.
- b.  I presented payment of my rent in full, but Landlord refused to accept it.
- c.  Landlord accepted partial payment of my rent.
- d.  The amount Landlord is demanding in the notice includes costs or fees that are not periodic rent or late fees.
- e.  Landlord is charging an unreasonable late fee, or a late fee that exceeds 5% of the amount of the periodic rent.
- f.  Landlord has not provided a free way to pay the rent. (Landlord is required to provide a way for rent to be paid without processing fees.)
- g.  (*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.
- h.  (*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.
- i.  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.
- j.  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;
- k.  Landlord is discriminating against me in violation of the Federal Fair Housing Act and/or Nevada laws.
- l.  Landlord is retaliating against me for having engaged in certain protected acts, and Landlord is in violation of NRS 118A.510.
- m.  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.
- o.  Other defense (*explain below*)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**THIS SECTION IS FOR COURT USE ONLY.**

**NOTICE OF HEARING**

This matter is for a hearing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_M.  
in the VIRGINIA TOWNSHIP JUSTICE COURT located at 800 South C Street, Virginia City NV 89440. 775-847-0962

*Clerk's initials*

- \_\_\_\_\_ Copy of Affidavit/Notice of Hearing given to Landlord at the Court counter
- \_\_\_\_\_ Copy of Affidavit/Notice of Hearing given to Tenant at the Court counter.
- \_\_\_\_\_ Copy of Affidavit/Notice of Hearing mailed to Landlord via  USPS  electronic transmission.
- \_\_\_\_\_ Copy of Affidavit/Notice of Hearing mailed to Tenant(s) via  USPS  electronic transmission.
- \_\_\_\_\_ Landlord notified by telephone of hearing date/time.
- \_\_\_\_\_ Tenant(s) notified by telephone of hearing date/time.

NRS 40.253 requires a copy of the Tenant's Affidavit be provided to the Landlord or Agent to avoid non-admittance to the premises.