

# **LANDLORD-TENANT & EVICTIONS**

## **Table of Contents**

### **Overview of the Eviction Process: (Landlord)**

Choosing Whether to File A Summary Or “Formal” Eviction Action .....	3
How to File A:	
Summary Eviction Action .....	6
“Formal” Eviction Action .....	9

### **Overview of Eviction Process (Tenant)**

How to Respond To An Eviction Notice .....	10
What to Expect At an Eviction Hearing .....	21
What to Do If You Received an Order for Summary Eviction .....	28

### **Other Landlord/Tenant Issues**

What to Do If You Have Been Illegally Locked Out .....	18
What to Do If Your Rental Unit is Without Essential Services .....	19
Abandonment .....	25
Personal Property Left In A Rental Unit Deposits .....	25
Mobile Home Evictions.....	27
Security Deposits .....	30

<b><u>LAWS, RULES AND RESOURCES ON LANDLORD-TENANT MATTERS &amp; EVICTIONS</u></b> ..	31
---	----

<b><u>FORMS</u></b> .....	32
---------------------------	----

## [INFORMATION FOR LANDLORDS](#)

### **Overview of the Eviction Process**

Unless a tenant has surrendered possession of the rental premises to the landlord or abandoned (see pg. 33) possession of the rental property, a landlord must file an eviction action in order to remove the tenant. See NRS 118A.480.

There are two ways in which a landlord may seek to evict a tenant:

- (1) the [summary eviction process](#) or;
- (2) the [formal eviction process](#) .

The first step in both processes is the same and requires the [service of an eviction notice](#). However, the second step is different as each process involves its own set of unique procedures and documents.

### **Summary Evictions**

A summary eviction action begins with the landlord serving the tenant one or, in some instances, two [eviction notices](#). Upon receipt of the eviction notice(s), the tenant may choose to:

- leave the property;
- comply with the notice (that is, pay rent or remedy the lease violation);
- file an Answer <sup>1</sup> with the court.

If the tenant files an Answer and the landlord files a complaint, the court will schedule a hearing, usually within a week, to determine whether an order for summary eviction should be granted. The landlord must file a complaint before the case is scheduled for a hearing.

Select the links to view a flowchart of how the summary eviction process works for [evictions for non-payment of rent](#) and for [evictions for reasons other than non-payment of rent](#) .

### **Formal evictions**

A formal eviction action allows the landlord to request possession of the rental unit and money damages in a single suit. Formal evictions, however, are subject to more rules, as well as stricter rules, than summary evictions.

---

<sup>1</sup> An Answer is a formal written statement that admits or denies the allegations in the complaint and sets forth any available.

## **Choosing Whether to File A Summary or “Formal” Eviction Action**

In most cases, the landlord can choose whether to file a summary or formal eviction action. However, there are circumstances under which summary eviction cannot be used. For instance, summary eviction is not available for:

- 1) Evictions following the foreclosure sale of a rental property ([See NRS 40.255](#))
- 2) Eviction of commercial tenants for other than nonpayment of rent ([See NRS 40.254](#))
- 3) Eviction of a tenant of a mobile home park from the park ([See NRS 40.253\(10\)](#) and [NRS Chapter 118B](#))

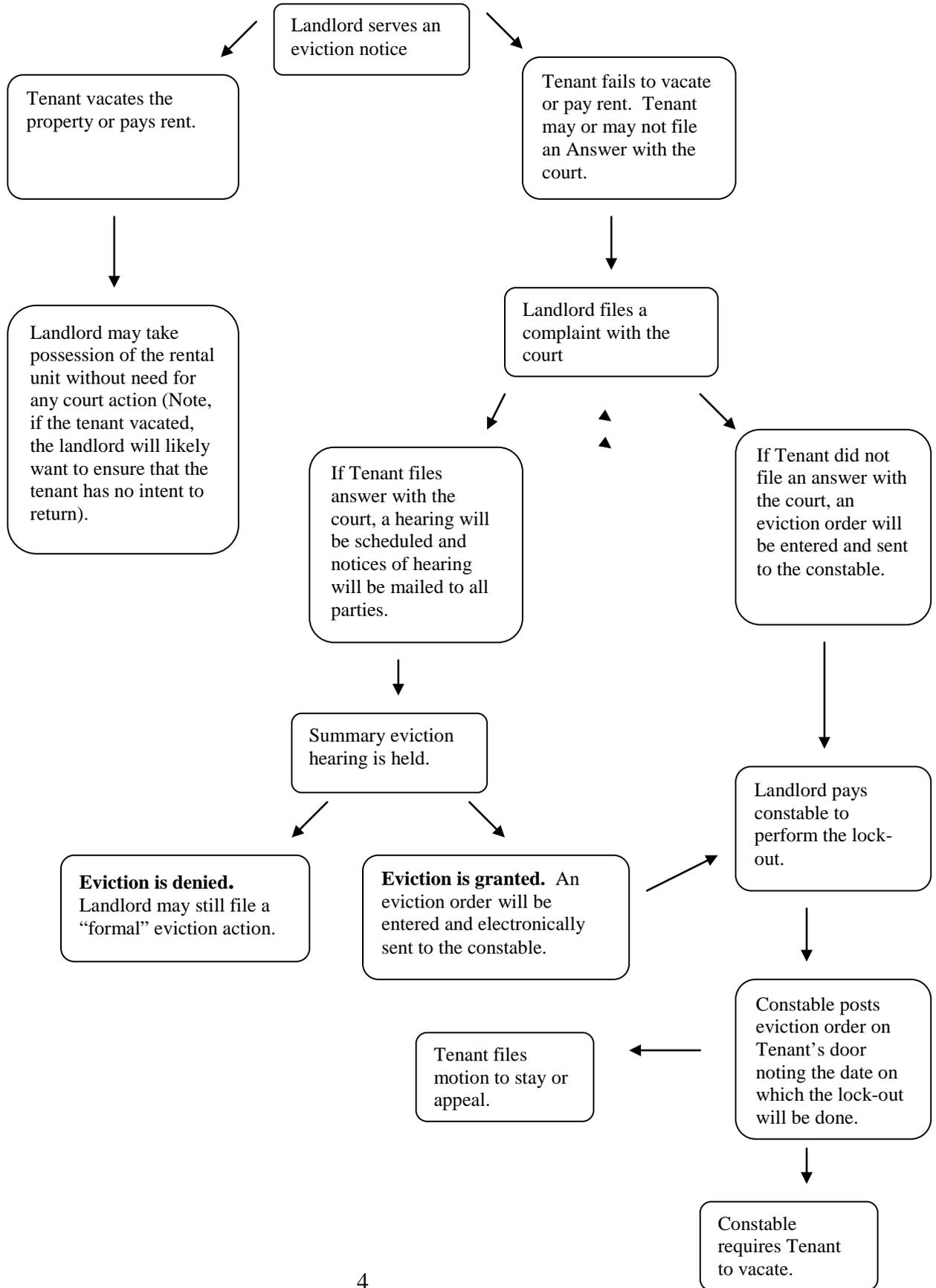
### **The benefits of summary eviction are:**

1. It is easy to file on your own without the assistance of an attorney; and
2. You are likely to get the tenant out of your property in a shorter time period than with the formal eviction process.

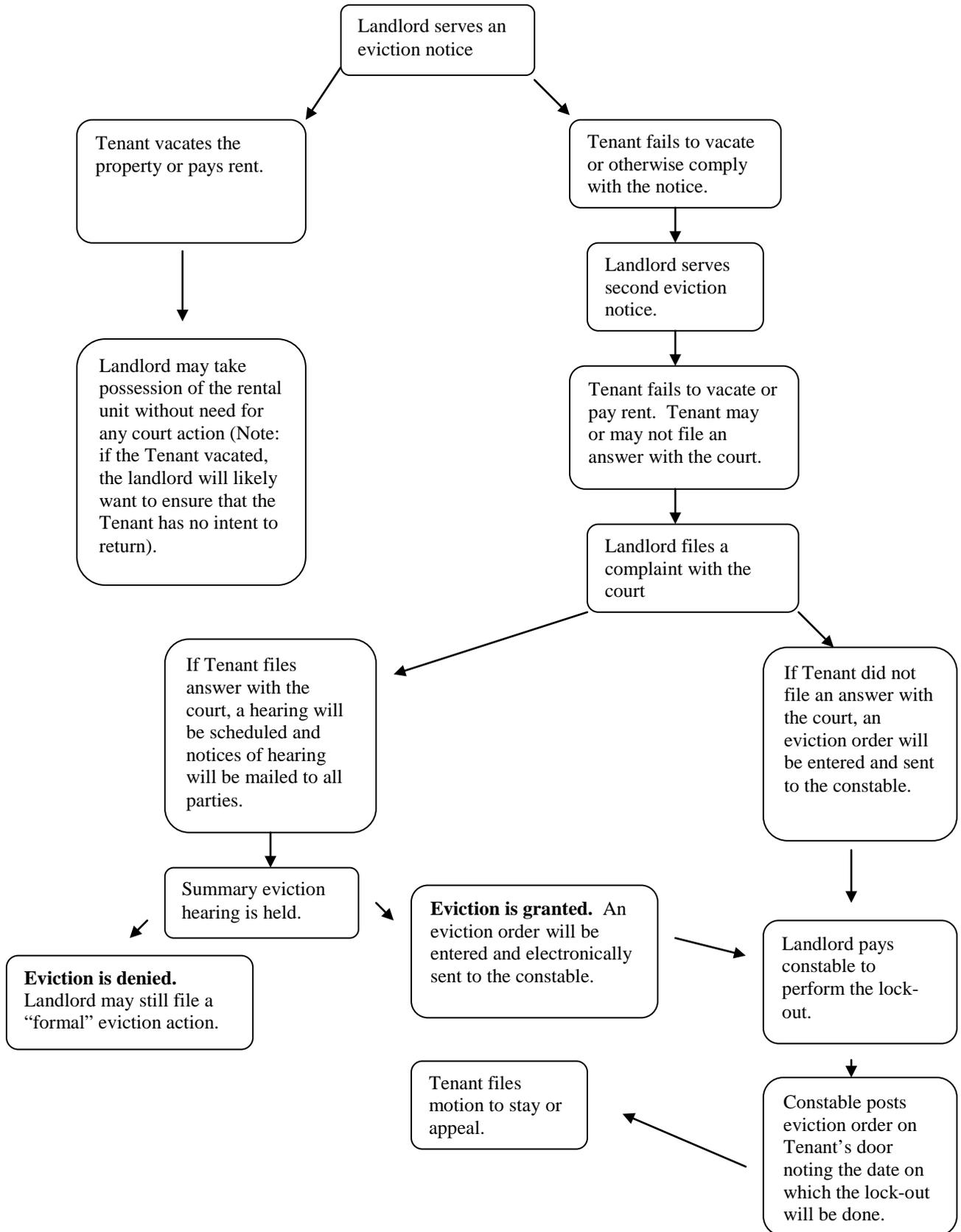
### **The drawbacks to summary eviction are:**

1. You cannot get a money judgment as part of your action (but you can sue in a separate action);
2. If there is a genuine dispute over material facts, the court must dismiss the action (although you can re-file a formal eviction action); and
3. The tenant may be able to file an appeal, and remain in the unit until the appeal is heard by posting a bond with the court that may be cheaper than that required in the formal eviction process.

## Overview of the Summary Eviction Process (Non-Payment of Rent)



## Overview of the Summary Eviction Process (Other than Non-Payment of Rent)



↓  
Constable  
requires Tenant  
to vacate.

## How to File a Summary Eviction Action

### Step 1: Choose the Correct Eviction Notice(s)

All summary eviction actions are initiated by sending the tenant a notice. The type of notice(s) that are served depends on the grounds upon which the landlord is seeking to evict his tenant. The landlord can serve a summary eviction notice for:

### Step 2: Serve the First Eviction Notice

A. If you are seeking to evict the tenant for non-payment of rent, you only need to serve one notice. If the tenant does not comply with that notice by paying rent or moving out, you may skip to **Step 4**.

B. If you are seeking to evict the tenant for reasons **other than** nonpayment of rent, you will need to serve two eviction notices:

1. A Notice setting forth the grounds for the eviction (for example, a lease violation, nuisance, etc.) and, if the tenant does not comply with that notice;

2. A 2<sup>nd</sup> notice known as an “Unlawful Detainer” notice.

C. All eviction notices must be served in one of the three following ways:

1. Serving the tenant personally, in the presence of a witness;

2. If the tenant is not at the rental premises, leaving a copy with a person of suitable age and discretion” (at least 14 years old), in which case a copy must also be mailed to the tenant; or

3. If the tenant’s place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, you can post a copy of the notice on a conspicuous place at the rental unit and mail a copy to the tenant. NRS 40.280(1)

D. Please note, that before an order for summary eviction can be issued, the landlord must file:

1. A statement, signed by the tenant and a witness, acknowledging that the tenant received the notice on a specified date;

2. A certificate of mailing issued by the United States Postal Service, unless the landlord rents the premises by the week, (certificates of mailing issued by contract postal units will not suffice); or

3. The endorsement of a sheriff, constable or other process server stating the time and manner of service.

**Step 3:            Serve the Second Eviction Notice, If Necessary**

If you are seeking to summarily evict a tenant for anything other than non-payment of rent, you may serve an ‘Unlawful Detainer’ notice if the tenant fails to comply with the first notice (for example, by remedying the lease violation, moving out of the property, etc.)

**Step 4:            File a Complaint and Supporting Documents with the Justice Court**

If the tenant did not comply with the ‘Pay Rent or Quit’ or ‘Unlawful Detainer Notice’, you may apply for an eviction order by filing the following documents with the Justice Court in the township in which the rental premises is situated:

1. Complaint for Summary Eviction;
2. All Eviction Notices served on the tenant;
3. The Written Rental or Lease Agreement, if any; and
4. An Original Affidavit of Service and when required, a certificate of mailing.

You should file at least one original and two copies of your documents, and be prepared to pay a filing fee.

PLEASE NOTE: In Las Vegas Justice Court, you may not file your Complaint until after the time for the tenant to file an Answer has expired (for example, if you personally served a pay rent or quit notice or unlawful detainer notice, you may not file for 6 business days after the day of service. If you served the tenant by mail, 3 calendar days are added to this time period).

**Step 5:            Attend A Hearing, If Necessary**

If the tenant has filed an answer to the eviction notice(s), the court will schedule a hearing. In the Las Vegas Justice Court, a notice of hearing will be mailed to both parties upon the landlord filing his or her complaint.

At the hearing, both parties will have a brief opportunity to present the facts of their case. Summary eviction is intended for cases in which the landlord’s right to possession of the property is clear. Under Nevada law, if the landlord’s right to possess the property is not clear, the court is required to dismiss the action if it finds that there is a genuine dispute over material facts.<sup>2</sup>

**Step 6:            Make Arrangements with the Constable to Remove the Tenant**

If you were granted an order for summary eviction, you will need to make arrangements with the constable in your township to remove the tenant. The fees charged by the

---

<sup>2</sup> A material fact is one which might affect the outcome of the case under governing law.

constable for this service may vary so you should make arrangements with them in advance.

## **How to File a Formal Eviction Action**

### **Step 1: Choose the Correct Eviction Notice(s)**

Formal eviction actions are initiated by sending the tenant a notice. The type of notice(s) that are served depends why the landlord is seeking to evict his tenant. For instance, there are eviction notices for:

**PLEASE NOTE:** If you are seeking to evict the tenant of a “mobile home lot,” (link to glossary of terms) there are different notices that apply. See [Mobile Home Park Evictions](#) for an explanation.

### **Step 2: Serve the Eviction Notice**

All eviction notices must be served in one of the three following ways:

1. Serving the tenant personally, in the presence of a witness;
2. If the tenant is not at the rental premises, leaving a copy with a person of suitable age and discretion” (at least 14 years old) in which case a copy must also be mailed to the tenant; or
3. If the tenant’s place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, you can post a copy of the notice on a conspicuous place at the rental unit and mail a copy to the tenant. NRS 40.280(1)

**NOTE:** If you are seeking to evict based upon a foreclosure or sale of a residential property, there are unique notice requirements that are NOT addressed here.

### **Step 3: If Necessary, File A Complaint and an ‘Order to Show Cause’ or ‘Notice of Trial Setting’ With the Appropriate Court**

If the tenant complied with the notice (for example, by paying rent, remedying the lease violation, moving, etc.), the landlord may have no further need to proceed with the eviction. If the tenant did not comply with the notice the landlord should:

1. Determine the appropriate court in which to file his or her complaint and related documents as follows:
  - a. If the landlord is seeking money damages of \$10,000 or less, file in Justice Court.
  - b. If the landlord is seeking money damages in excess of \$10,000, file in District Court

2. File a complaint and have the clerk issue a summons. The landlord should also file documents to schedule a hearing, a trial or both.

a. If the landlord simply wishes to schedule a trial, filing a ‘Notice of Trial Setting’ will be sufficient.

b. If the landlord wishes to remove the tenant before a trial, the landlord can file an ‘Application for an Order to Show Cause’ and submit an ‘Order to Show Cause’ to schedule a hearing to request the court to issue a ‘Temporary Writ of Restitution.’ The ‘Order to Show Cause’ form’ may be used to schedule both a hearing and a trial.

**Step 4: Serve the Summons, Complaint and ‘Order to Show Cause’ or ‘Notice Of Trial Setting’**

The landlord must then have any person who is not a party to the action and who is over 18 years of age serve the tenant with a copy of the summons, complaint and either the ‘Order to Show Cause’ or ‘Notice of Trial Setting’. The tenant must be served personally or by leaving copies at the defendant’s home with some person of suitable age and discretion who lives there. [See Justice Court Rules of Civil Procedure 4\(a\) and \(d\)\(6\).](#)

If the Landlord has been unsuccessful in serving the complaint, he or she may file an ‘Affidavit of Due Diligence’ describing his attempts to serve the defendant and may file an ‘Application for Service by Publication’ requesting that the court allow the tenant to be served by publication. Justice Court Rules of Civil Procedure 4(e)(1)(iii).

**Step 5: Attend the Hearing or Trial**

Depending on what you filed, an ‘Order to Show Cause’ hearing will be scheduled to request that the court issue a ‘Temporary Writ of Restitution’ and/or a trial to request that the court issue a ‘Permanent Writ of Restitution and Judgment’.

**Step 6: Make Arrangements with the Constable to Remove the Tenant**

If you were granted either a ‘Temporary or Permanent Writ of Restitution’, you will need to arrange to have the sheriff or a constable in your town serve this document upon the tenant.

## INFORMATION FOR TENANTS

### How to Respond To an Eviction Notice

#### Step 1: Understand How the Eviction Process Works

Getting an eviction notice can be an overwhelming experience. Taking the time to understand how the eviction process works will help you evaluate your options so that you can make the best decision possible under the circumstances.

#### Step 2: How Is Your Landlord Trying To Evict You?

You first need to determine how your landlord is trying to evict you. This is important as what documents you file and how much time you have to take action will depend on whether your landlord is trying to evict you through:

1. the summary eviction process :or
2. the “formal” eviction process.

#### Summary Eviction

Most landlords use the summary eviction process, and may send you any one of the following types of notices:

[Pay Rent or Quit](#) (You will receive a single 5-day notice)

[Nuisance, Assignment/Subletting, or Unlawful Business](#) (You will receive a 3-day notice that will be followed by a 5-day “Unlawful Detainer” notice)

[Lease Violation](#) (You will receive a 5-day notice that will be followed by a 5-day “Unlawful Detainer” notice)

[“No Cause”](#) (You will receive a 7 or 30-day notice, depending on whether you pay rent by the week or month, followed by a 5-day “Unlawful Detainer” notice)

[Tenancy-at-Will](#) (You will receive a 5-day notice that will be followed by a 5-day “Unlawful Detainer” notice)

Click on the above links for specific information regarding how to respond to an eviction notice based on any of the above reasons.

#### Formal Eviction

If your landlord is using the “formal” eviction process, as banks which have foreclosed on a residence and landlords in mobile home parks are generally required to do, he or she will send you only one eviction notice that will be followed by the document Summons and Complaint.

### **Step 3: Choose How to Respond**

When you receive eviction notice(s), or an eviction notice followed by a complaint, your options are generally to:

1. Move; or
2. Comply with the notice (that is, pay rent or remedy the lease violation); or
3. File an Answer with the court

### **Step 4: Determine How Much Time You Have To Take Action**

A) How much time you have to act in response to an eviction notice, depends on:

- 1. Whether You Were Served Personally or By Mail; and**
- 2. How Much Time Is Given In the Notice.**

If you were personally served with a Notice to Pay Rent or Quit, or an Unlawful Detainer Notice, you must file an Answer<sup>3</sup> on or before noon on the 5th full judicial day following service of the notice. If the notice was served by mail, you have an additional 3 additional calendar days in which to file your affidavit.<sup>4</sup> [See Justice Courts Rules of Civil Procedure 6\(e\)\].](#)

#### **1. How Much Time Is Given In The Notice?**

If the notice tells you to take action in 10 days or less (as nearly all eviction notices will), it is referring to judicial days. A judicial day does not include:

- a. The day of service;
- b. Weekends; or
- c.. Legal Holidays

If the notice tells you to take action in 11 days or more (for example, a 30-day “no cause” notice), you count calendar days. That is, you do not count the day of service but you do count weekends and legal holidays.

#### **2. How Were You Served?**

---

<sup>3</sup> An Answer is a formal written statement that admits or denies the allegations in the complaint and sets forth any available.

<sup>4</sup> An affidavit is based upon either the personal knowledge of the affiant (you) or your information and belief. Personal knowledge is the recognition of particular facts by either direct observation or experience. Information and belief is what you feel you can state as true, although not based on firsthand knowledge.

If you were served with the notice by mail, you add 3 calendar days to the time in which you have to take action. If you were served personally, you do not add any additional time.

**EXAMPLE #1: You were personally served a 5-day Notice to Pay Rent or Quit or 5-day Unlawful Detainer Notice on a Monday**

You have until noon on the following Monday in which to take action (you do not count the day of service or the weekend): 1. Tuesday, 2. Wednesday, 3. Thursday, 4. Friday, 5. Monday)

**EXAMPLE #2: You were served a 5-day Notice to Pay Rent or Quit, or 5-day Unlawful Detainer Notice by Mail on a Monday**

You have until noon on the following Thursday in which to take action (you do not count the day of service or the weekend): 1. Tuesday, 2. Wednesday, 3. Thursday, 4. Friday, 5. Monday AND add 3 calendar days: 1. Tuesday, 2. Wednesday, 3: Thursday)

### Non-Payment of Rent

The landlord will serve a 5-day Notice to Pay Rent or Quit. For tenants who pay by the week, the landlord could serve a 4-day Notice.

#### **A. Notice Contents**

This notice should inform the tenant:

1. When the rent became delinquent;
2. How much money the tenant must pay;
3. That the tenant must pay the rent or leave within 5 days;
4. That the tenant may oppose the notice by filing an Answer/Affidavit; and
5. In which court the tenant may file their Answer/Affidavit.

If the landlord wishes to use the formal eviction process, the notice will not state that the tenant may oppose the notice by filing an Answer/Affidavit. The landlord would be required to file and serve a Summons and Complaint.

#### **B. Responding to the Notice**

Upon receipt of the Notice, the tenant may, no later than noon of the fifth full judicial day following the day of service:

1. Pay the rent demanded;
2. Move;
3. File an Answer with the Justice Court that is referenced in the notice; or
4. File a Motion to Stay in which you ask that the court delay the eviction for up to 10 days pursuant to NRS 70.010. Please note you may file this Motion to Stay instead of filing an Answer, or you may file a Motion to Stay after the eviction order is entered.

## **What charges may a landlord evict a tenant for in a nonpayment of rent action?**

“Rent” means a payment or series of payments made by you to an the landlord for use of a property, as well as any late fees set forth in the rental agreement. A tenant may not be summarily evicted in a nonpayment of rent action that is asking for court costs, collection fees, attorney’s fees or other costs.

## **May a tenant withhold rent?**

Yes. A tenant may withhold rent for either:

1. The failure of the Landlord to supply heat, air-conditioning, running water, hot water, electricity, gas, or another essential service.
2. The failure of the Landlord to maintain the unit in a [habitable](#) condition.

There are, however, steps that a tenant must take before withholding rent. See: [What To Do If Your Rental Unit Is Uninhabitable or Without Essential Services](#) for further information.

## **[Nuisance, Assignment Or Subletting, And Unlawful Business](#)**

### **What is a nuisance?**

A nuisance is defined as “conduct or an ongoing condition which constitutes an unreasonable obstruction to the free use of property and causes injury and damage to other tenants or occupants of that property or adjacent buildings or structures.” NRS 40.2514(4). A tenant may also be evicted for certain drug-related activity whether or not these actions meet the definition of a “nuisance.”

### **When may a tenant be evicted for assigning or subletting?**

If the lease prohibits a tenant from assigning his interest in the tenancy or from subletting the rental premises, the landlord may seek to evict. A landlord may not, however, unreasonably withhold his consent to a tenant’s request to assign/sublet the property.

### **What is an unlawful business?**

The statute suggests that the business itself must be unlawful. If having a lawful business violates the lease, the landlord would be probably be required to evict in accordance with NRS 40.2516 which applies to lease violations.

### **A. Type of Notices**

1. The landlord will serve a 3-day Notice to Quit; and
2. If the tenant does not move within those 3 days, the landlord may serve a 5-day “Unlawful Detainer” Notice.

## **B. Notice Contents**

The 3-day Notice to Quit notice should inform the tenant:

1. What they are alleged to have done or failed to do; and
2. That the tenant must leave within 3 days.

The 5-day “Unlawful Detainer” Notice should inform the tenant:

1. That the tenant may oppose the Notice by filing an Answer/Affidavit; and
2. Which court the tenant may file their Answer/Affidavit

## **C. Responding to the Notices**

Upon receipt of the 3-day Notice to Quit, the tenant may:

1. Move; or
2. Wait for the 5-day Unlawful Detainer Notice

Upon receipt of the 5-day Unlawful Detainer Notice, the tenant may, no later than noon of the fifth full [judicial day](#) following the day of service:

1. Move;
2. File an Answer with the Justice Court that is referenced in the notice; or
3. File a Motion to Stay in which you ask that the court delay the eviction for up to 10 days pursuant to NRS 70.010. **NOTE:** you may file this Motion to Stay instead of filing an Answer, or may file a Motion to Stay after the eviction order is entered.

## **Lease Violations**

A lease violation is violating the terms of a lease. The usual ways that a tenant breaks a lease are as follows:

1. Failure to pay the required rent, late fees, or additional rent when it is due;
2. Doing something prohibited by the lease, such as having a pet;
3. Not doing something that is required by the lease, such as disposing of garbage properly;
4. Moving out of the apartment prior to the end of the lease.

The above are only examples of lease violations. There are many other possible violations. Please read your lease. If you do not understand any provisions in the lease, consult an attorney.

## **A. Type of Notices**

1. The landlord will serve a 5-day Notice of Lease Violation; and
2. If the tenant does not move or remedy the lease violation the landlord may serve a 5-day “Unlawful Detainer” Notice.

## **B. Notice Contents**

The 5-day Notice of Lease Violation should inform the tenant:

1. How the tenant has violated the lease agreement; and
2. To either perform the condition in the lease (if it can be performed) or to move.

The 5-day “Unlawful Detainer” Notice should inform the tenant:

1. That the tenant may oppose the notice by filing an Answer/Affidavit; and
2. Which court the tenant may file their Answer/Affidavit.

## **C. Responding to the Notice**

Upon receipt of the 5-day Notice of Lease Violation, the tenant may:

1. Perform the condition in the lease that they are alleged to have failed to perform (if this is possible) within 3 days after service;
2. Move; or
3. Wait for the 5-day Unlawful Detainer Notice

Upon receipt of the 5-day Unlawful Detainer Notice, the tenant may, no later than noon of the fifth full [judicial day](#) following the day of service:

1. Move;
2. File an Answer (link to form) with the Justice Court that is referenced in the Notice; or
3. File a [Motion to Stay](#) in which you ask that the court delay the eviction for up to 10 days pursuant to NRS 70.010. Please note, you may file this Motion to Stay instead of filing an Answer or may file a Motion to Stay after the eviction order is entered.

## **“No Cause” Evictions**

A landlord uses a “no cause” eviction notice only after the lease has expired or if there is no lease.

### **A. Type of Notices**

1. The landlord will serve a:
  - a. 30-day “No Cause” Notice if the tenant pays rent by the month, or
  - b. 7-day “No Cause” Notice if the tenant pays rent by the week.
2. If the tenant does not move within the time provided in the first notice, the landlord may serve a 5-day “Unlawful Detainer” Notice.

## B. Notice Contents

“No Cause” Notices should inform the tenant:

1. When the landlord expects the tenant to move; and
2. If the tenant pays rent by the month or some other time period (but not by the week) and if the tenant is 60 years of age or older or has a physical or mental disability, the tenant may request to be allowed to remain in the rental unit for an additional 30 days by submitting a written request for an extended period and providing proof of his age or disability.

The 5-day “Unlawful Detainer” Notice should inform the tenant:

1. That the tenant may oppose the notice by filing an Answer/Affidavit; and
2. Which court the tenant may file their Answer/Affidavit

## C. Responding to the Notices

Upon receipt of the “No Cause” Notice, the tenant may:

1. Move within the time period provided by the Notice;
2. Send the landlord a written request to stay in the property for an additional 30 days (This only applies if the tenant does not pay by the week and is either over 60 or disabled) and, if the landlord rejects the request, file a Request to Continue in Possession requesting that the court give the tenant 30 more days in which to move; **and/or**
3. Wait for the 5-day Unlawful Detainer Notice. If you receive the 5-day Unlawful Detainer Notice, the tenant may, no later than noon of the fifth full judicial day following the day of service:

- a. Move;
- b. Send the landlord a written request to stay in the property for an additional 30 days (this only applies if the tenant does not pay by the week and is either over 60 or disabled) and, if the landlord rejects the request, file a Request to Continue in Possession requesting that the court give the tenant 30 more days in which to move;
- c. File an Answer with the Justice Court that is referenced in the notice; **and/or**
5. File a Motion to Stay in which you ask that the court delay the eviction for up to 10 days pursuant to NRS 70.010. Please note, you may file this Motion to Stay instead of filing an Answer or may file a Motion to Stay after the eviction order is entered.

### What defenses might a tenant raise in response to a “no cause” eviction notice?

1. You have a valid lease. If you have a lease agreement, your landlord may not seek to evict you without cause.

2. That your landlord is evicting you for retaliatory or discriminatory reasons. A landlord may not evict a tenant in retaliation for the tenant making a good faith complaint about the violation of a housing code, a health code, a criminal law, or the Fair Housing Act to either a governmental agency, the landlord or law enforcement or has sued the landlord for such violation. PLEASE NOTE: In addition to raising the above issues as a defense in an eviction action, you may also sue for actual damages and punitive damages for up to \$1,000.00. [See NRS 118A.510.](#)

3. A landlord may also not seek to evict a tenant based upon race, religious creed, color, national origin, disability, ancestry, familial status or sex, and a tenant has a defense in an eviction action if the landlord is evicting for discriminatory reasons. See NRS 118.115.

4. That you are over 60 years of age or are disabled. This is not technically a defense to the eviction action but a tenant who is over 60 years of age or disabled, and who is not paying rent by the week, may request additional time in which to move. See below.

### **What may I do if I received a “no cause” eviction notice and I am over 60 years of age or disabled?**

If you are a tenant who does not pay by the week and you are either over 60 years of age or have a mental or physical disability, you may send your landlord a written request to stay in the property for an additional 30 days. If your landlord rejects the request, you may file a Request to Continue in Possession requesting that the court give you 30 more days in which to move.

**PLEASE NOTE:** Sending a written request to your landlord or filing a petition will not stop the eviction, so if you are in receipt of a 5-day “unlawful detainer” notice you may wish to consider filing an Answer if your landlord has not yet responded to your written request for 30 more days, or if the court has not acted on your Petition.

## **Tenancy-at-Will**

### **What is a tenancy-at-will?**

A tenancy-at-will occurs when a person comes into the property with the owner’s permission; there is no lease agreement; and no rent or other consideration <sup>5</sup> is paid. An example of this would be when a homeowner or even a tenant of a property allows a guest to stay with them without paying rent. The guest remains in the property at the will of the lawful occupant.

#### **A. Type of Notices**

1. The landlord will serve a 5-day Tenancy-at-Will Notice; and

---

<sup>5</sup> Consideration is a legal term for something of value (such as money) given by both parties to a contract that causes them to enter into the agreement to exchange mutual performances. { For example, you pay rent to the landlord and he or she gives you a place to live)

2. If the tenant does not move within the time provided in the first notice, the landlord may serve a 5-day “Unlawful Detainer” Notice.

## **B. Notice Contents**

Tenancy-at-Will Notices should inform the tenant:

1. That the tenancy-at-will is being terminated and that the tenant is required to move no later than five (5) judicial days after service of the notice.

The 5-day “Unlawful Detainer” Notice should inform the tenant:

1. That the tenant may oppose the notice by filing an Answer/Affidavit; and
2. In which court the tenant may file their Answer/Affidavit.

## **C. Responding to the Notices**

Upon receipt of the Tenancy-at-Will Notice, the tenant may:

1. Move within the time period provided by the notice; or
2. Wait for the 5-day Unlawful Detainer Notice.

Upon receipt of the 5-day Unlawful Detainer Notice, the tenant may, no later than noon of the fifth full [judicial day](#) (following the day of service:

1. Move;
2. File an Answer ([link to form](#)) with the Justice Court that is referenced in the notice; or
3. File a Motion to Stay ([link to form](#)) in which you ask that the court delay the eviction for up to 10 days pursuant to [NRS 70.010](#). Please note, you may file this Motion to Stay instead of filing an Answer or may file a Motion to Stay after the eviction order is entered.

## **[What to Do If Your Rental Unit Is Uninhabitable or Without Essential Services](#)**

A landlord of residential property is required to maintain the rental unit in a habitable condition and, unless the lease provides otherwise, furnish certain essential services. Because the law sets forth different rights and obligations depending on the nature of the problem, it is important that both parties understand whether a problem is one of habitability or one of essential services.

### **A. What is Habitability?**

Pursuant to [NRS 118A.290](#), a rental unit is not habitable if it violates provisions of housing or health codes concerning the health, safety, sanitation or fitness for habitation of the dwelling unit or if it substantially lacks:

1. Effective waterproofing and weather protection of the roof and exterior walls, including windows and doors.

2. Plumbing facilities which conformed to applicable law when installed and which are maintained in good working order.
3. A water supply which is capable of producing hot and cold running water, furnished with the appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order.
4. Adequate heating facilities.
5. Electrical lighting, outlets, wiring and electrical equipment.
6. An adequate number of appropriate receptacles for garbage in clean condition and good repair at the commencement of the tenancy. The landlord shall arrange for the removal of garbage and rubbish from the premises unless the parties by written agreement provide otherwise.
7. Building, grounds, appurtenances and all other areas under the landlord's control at the time the tenancy began are clean, sanitary and reasonably free from all accumulations of debris, filth, rubbish, garbage, rodents, insects and vermin.
8. Floors, walls, ceilings, stairways and railings maintained in good repair.
9. Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord.

### **What May A Tenant Do If Their Rental Is Uninhabitable?**

**Step 1: Deliver Written Notice.** Give written notice specifying the problem to the landlord or the person within this State authorized to act for and on behalf of the landlord for the purpose of receiving notices. Notice is not required if the landlord receives written notice of the problem from a code enforcement agency. Click [here](#) for information on how to contact a code enforcement agency in your area.

**Step 2: Wait 14 days.** The landlord must use his best efforts to comply within 14 days after being notified, or more promptly if conditions require in case of emergency. If the landlord has complied, proceed to Step 3.

**Step 3: Select a remedy.** If, the landlord has failed to fix, or use his best efforts to fix, the problem, the tenant may take any of the following actions:

- (a) **Withhold rent** (if the tenant is being evicted for non-payment of rent, the tenant must continue to pay the rent to the court's escrow account to be able to raise habitability as a defense in any eviction action).

(b) **Repair and deduct** the costs of the repair from the rent after submitting to the landlord an itemized statement (Note: the cost of the repair cannot exceed one month's rent and the tenant must have notified the landlord of the tenant's intention to correct the condition at the landlord's expense at the time the tenant sent the notice in Step 1)

(c) **Terminate the rental agreement;** and/or

(d) **Sue** the landlord for damages and/or for an order to repair the problem(s).

**PLEASE NOTE:** These remedies are not available if the habitability problem was caused by the tenant, a member of his household, or anyone on the property with the tenant's consent, or if the landlord was unable to remedy the problem because the tenant refused to allow lawful access to the property.

### **What Are Essential Services?**

Essential services include, but are not necessarily limited to, heat, air-conditioning, running water, hot water, electricity, and gas.

### **What May A Tenant Do If Their Rental Lacks Essential Services?**

If the landlord either willfully or negligently fails to supply an essential service **and** the rental unit becomes unfit to live in as a result (for example, no air conditioning in the winter might not be sufficient to meet the requirement to supply an essential service), the tenant may:

**Step 1: Deliver Written Notice.** Give written notice specifying the problem to the landlord or the person within this State authorized to act for and on behalf of the landlord for the purpose of receiving notices. Notice is not required if the landlord already received written notice of the problem from a code enforcement agency. Click [here](#) for information on contacting a code enforcement agency.

**Step 2: Wait 48 hours.** The landlord has 48 hours from the time that he receives the notice, not counting weekends or holidays, in which to fix, or use his best efforts to fix, the problem.

**Step 3: Select a remedy.** If, the landlord has failed to fix, or use his best efforts to fix, the problem, the tenant may take any of the following actions:

(a) **Withhold Rent.** Unlike with habitability problems, the tenant need not pay the rent into the court's escrow account in order to have a defense in an eviction action;

(b) **Repair and Deduct.** The tenant may obtain the essential services (for example, a space heater) and deduct the cost from the rent;

(c) **Move, Withhold Rent, and Sue.** The tenant may move into comparable (similarly priced) housing and, in addition to withholding rent during the time that the rental unit is uninhabitable, may sue the landlord for the cost of the other housing that is in excess of the rent that the tenant pays for the rental unit.

(d) **Sue** the landlord for damages and/or for an order to repair the problem(s). If the tenant needs relief quickly, this can be done by filing a [Verified Complaint](#) in which case the tenant should review [What To Do If You Have Been Illegally Locked Out or Your “Essential Services” Have Been Interrupted.](#)

**PLEASE NOTE:** These remedies are not available if the habitability problem was caused by the tenant, a member of his household, or anyone on the property with the tenant’s consent.

### **What to Expect At an Eviction Hearing**

How an eviction hearing proceeds depends on the type of the hearing at issue. As you are reading this because you intend to represent yourself at your hearing, it may be worth finding out which judge is going to hear your case, and sitting in on his or her eviction hearings so that you have a better idea of what to expect when you attend your eviction hearing. You should also consult [How to Represent Yourself in Court.](#)

Regardless of what type of eviction hearing you are attending, it is the landlord who has the burden of proving the facts on which he or she is seeking to evict the tenant. This means that the landlord must present enough evidence to support his or her case through testimony and exhibits.

### **Summary Eviction Hearings**

The intent of the summary eviction hearing is “to determine the truthfulness and sufficiency of any affidavit, notice or service of any notice, and to dispense fair and speedy justice.” See Justice Court Rules of Civil Procedure 105.

At the hearing, the court will allow both parties to speak and present evidence on their behalf, after which the court will determine whether there is “a genuine dispute of material facts.” (See [Anvui, LLC v. G.L. Dragon, LLC](#), in which the Nevada Supreme Court held that summary eviction cases should be evaluated like motions for [summary judgment](#).)

If the court finds that there is no genuine dispute over [material facts](#) and that the landlord is entitled to a summary eviction order as a matter of law, an order for summary eviction will be granted. If the court finds that a genuine dispute of material facts exists, the court is required to dismiss the action; however, this does not mean that the landlord cannot file a formal eviction action.

## **Formal Eviction Order to Show Cause Hearings (for a *temporary writ*)**

The Order to Show Cause Hearing is a device used by landlords to remove the tenant from the rental unit pending trial of the case. The court will allow both parties to speak and present evidence on their behalf, after which the court will determine whether there exists sufficient facts to establish whether the landlord has a clear right to remove the tenant. See *Farnow v Department 1 of Eighth Judicial District*, in which the Nevada Supreme Court stated that:

We do not believe to be constitutional any procedure so speedy, summary and drastic as to enable a landlord to dispossess a tenant without first showing, by competent, relevant and material evidence, at a hearing judicially, fairly and impartially conducted, **the existence of sufficient facts to establish, at least prima facie, the clear right to the immediate possession of the property involved** [Emphasis supplied].

If the Court determines that a Temporary Writ of Restitution <sup>6</sup> should be issued, the Court must first require the Landlord to post a bond in the amount to be set by the court. See [NRS 40.300\(3\)](#). The Court determines the amount of the bond based on the Tenant's probable loss from being wrongfully evicted from the property pending trial.

## **Formal Eviction Trials (for a *permanent writ of restitution and judgment*)**

A formal eviction trial is just like any other trial. The court will allow each party to present the facts of their case, call witnesses, and introduce evidence after which the court must determine whether the landlord has presented enough evidence to make it more likely than not that the facts he or she is alleging are true, and whether or not those facts are enough to justify evicting the tenant.

## **What to Do If You Received an Order for Summary Eviction**

Whether or not you had your day in court, you may come home to find an order for summary eviction posted on your door. If you have received such an order, other than moving, your options include:

### **Filing a Motion to Stay and/or Vacate Order for Summary Eviction**

A [Motion to Stay and/or Vacate Order for Summary Eviction](#) allows the tenant to ask the court to:

1. Grant the tenant up to 10 more days in which to move,
2. Set aside or vacate the order based on legal reasons why the order should never have been issued in the first place; or
3. Stay the eviction order until a hearing can be held on the motion.

---

<sup>6</sup> A writ of restitution is an order from the court evicting you

## **Motion to Stay**

A tenant may file a motion to stay a summary eviction order at any time after an eviction notice is served, however, most tenants do not request a stay until they have received the eviction order. A motion to stay is simply a request for more time in which to make a motion.

1. The court may only stay an eviction order for up to 10 days. [NRS 70.010\(2\)](#)
2. In the Las Vegas Justice Court, only one motion to stay may be filed on any case. Justice Court Rules Las Vegas 11(l)

## **Motion to Vacate**

A motion to vacate is a request to the court to set aside, or vacate, the order for summary eviction because there are legal reasons why the order should not have been entered. The tenant may request that the court stay the eviction order until it holds a hearing on the motion to vacate.

Legal reasons for vacating an eviction order may include:

1. The tenant was not properly served with the eviction notice(s);
2. Excusable neglect on the tenant's part;
3. Fraud, misrepresentation or other misconduct of an adverse party;
4. Mistake, inadvertence, surprise;
5. Newly discovered evidence;
6. The judgment is void. See [Justice Court Rules Civil Procedure 60](#).

## **Filing an Appeal of an Eviction Order**

Either party may appeal from an order for eviction by filing within 10 [judicial days](#) from the date that the order or judgment is entered. In order to appeal a judgment of eviction issued in the context of a formal eviction action, visit **How to Appeal from a Judgment or Order**. To appeal from an order for summary eviction, you must take the following steps:

1. File a [Notice of Appeal](#);
2. File a [Statement of Facts and Law in Support of the Appeal](#);
3. Pay the [filing fees](#); and
4. Post a [bond](#) with the court. Click [here](#) for information on the amount of the bond that you are required to post.

**PLEASE NOTE:** A tenant seeking to stop the eviction pending their appeal must file the above documents prior to being removed from the rental unit.

## **Appeal Bonds**

A bond must be posted with the court regardless of who is filing the appeal. Bonds may be refunded to the party posting it if they win their appeal.

Landlords wishing to appeal from the denial of an eviction order must post a bond of at least \$250. See [Justice Court Rules of Civil Procedure 73](#).

Tenants must also post a bond, but the amount of the bond will depend on whether they are appealing a summary or formal order for eviction, and whether or not they wish to stop the eviction pending the appeal. *Tenants are responsible for continuing to pay rent pending the outcome of the appeal and can be subject to another eviction action for failing to do so.* See [NRS 40.385\(2\)](#)

### **Appeals from Orders for Summary Eviction**

All tenants filing an appeal must post a bond of at least \$250. If you wish to stop the eviction pending your appeal and are a tenant of a residential property whose monthly rent is \$1000 or less, this \$250 is all you are required to pay.

If you are a tenant of residential property whose monthly rent exceeds \$1000, or a tenant of a commercial property you must post bond of \$250 but the court can, on its own or on the motion of the landlord, increase the bond. See [NRS 40.385\(1\)](#)

### **Appeals from Temporary Writs of Restitution**

If your landlord was awarded a temporary writ of restitution (an eviction that was ordered following a show cause hearing as opposed to a trial), you may not file an appeal. See [Justice Court Rules of Civil Procedure 72A](#). However, you may have other remedies available that are outside of the scope of this section. Tenants wishing to challenge a temporary writ of restitution are encouraged to seek legal advice ([Find a Lawyer](#)).

### **Appeals from Judgments of Eviction**

A tenant appealing from a judgment of eviction (an eviction that was ordered following a trial, as opposed to an order to show cause hearing) must post a bond of at least \$250. If that tenant wishes to stop an eviction pending the appeal, the tenant is required to post a bond of at least twice the amount of the judgment and costs. See [NRS 40.380](#).

### **What to Do If You Have Been Illegally Locked Out or Your “Essential Services” Have Been Interrupted**

You may file a Verified Complaint for Expedited Relief with the Justice Court of the township in which your rental unit is located if there is not an eviction action already pending between you and the landlord, and your landlord has committed any of the following acts:

1. Locked you out of the rental property;
2. Intentionally stopped your electricity, gas, water or other “essential services”; or
3. Allowed your electricity, gas, water or other essential services to stop (i.e. by failing to make required repairs). See [NRS 118A.390](#).

### **What do I do if there is an eviction action already pending before the court?**

The verified complaint may not be filed with the court if an action for summary eviction or unlawful detainer is already pending between the landlord and tenant, but the tenant may seek similar relief before the judge presiding over the pending action by filing a Motion. [See NRS 118A.390\(5\)\(b\)](#).

### **What is the deadline for filing a Verified Complaint for Expedited Relief?**

The tenant must file within 5 [judicial days](#) (link to definition) after the date of the unlawful act by the landlord. The court must dismiss the complaint if it is not timely filed. See [NRS 118A.390\(5\)\(a\)](#). However, the tenant may file an action for damages within 3 years [[See 11.190\(3\)\(a\)](#)]

### **Is there a filing fee?**

No. However, after any hearing the court is required to assess costs against the party that does not prevail, but may waive them.

### **When is the hearing scheduled?**

The hearing must be scheduled within 3 judicial days of having been filed.

### **Must the complaint be served?**

Yes, and proof of service must be filed before the hearing.

### **What can the court order?**

The court can order that the landlord restore access to the premises and/or essential services, and award damages. These damages can include your “actual damages,” that is the amount of money that the landlord’s conduct actually caused you, along with up to \$1000 in “statutory damages” and hold the landlord in contempt of court.

## **Abandonment**

If the tenant has abandoned the rental premises, the landlord is not obligated to evict. While it might seem to most that a reasonable person can determine whether the rental premises has been abandoned, there are some special considerations of which landlords should be aware before reclaiming possession of the premises.

### **When is a property considered to be abandoned?**

For residential property, it is presumed that the tenant has abandoned a dwelling if he is absent from the premises for half of the time for which he pays rent (that is, the tenant pays rent by the month and is absent for half of the month) **UNLESS**:

1. The rent is current; or
2. The tenant has notified the landlord in writing of an intended absence. See [NRS 118A.450](#)

### **What can the landlord do if he knows that the property has been abandoned?**

If the landlord has notice of the fact that a residential dwelling has been abandoned, he may dispose of the tenant's personal property (although he must safeguard it for 30 days after the abandonment) and may recover possession of the premises.

### **What can the landlord do if he believes that the property has been abandoned?**

If the landlord does not have notice that the property has been abandoned, a landlord of either residential or commercial property may serve the tenant with a written notice of his belief that the property has been abandoned if:

1. The landlord **reasonably** believes that his tenant has abandoned the property, and
2. The tenant is in default in the payment of rent. [NRS 118.195](#)

### **What are the requirements of an abandonment notice?**

The notice, which must be served like an eviction notice, must specify:

1. The address or other location of the property;
2. The date upon which the property will be deemed abandoned and the rental agreement terminated; and
3. An address for payment of the rent due and delivery of notice to the landlord.

### **What may the tenant who receives an abandonment notice do to prevent the property from being deemed abandoned?**

The tenant must pay the rent due and provide the landlord with a written notice stating his intention not to abandon the property, and setting forth an address at which the tenant may be served with legal process. [NRS 118.195.](#)

### **What is the tenant's liability for abandoning a rental property?**

The landlord must make reasonable efforts to re-rent the property. If he makes such efforts, he can recover his actual damages. If does not make such efforts, he is limited to the actual damages that occurred before he had reason to believe that the property was abandoned. [NRS 118.175.](#)

## **Mobile Home Park Evictions**

A landlord who is renting out a mobile home, may evict the tenant from the mobile home just like any other landlord. However, a landlord who is renting out a mobile home lot ([NRS 188B.016](#)) is subject to a unique set of laws. This site will answer the following questions relating to the eviction of a tenant from a mobile home lot:

### **Are there special rules for evicting a person from a mobile home?**

If the tenant is renting the mobile home, as opposed to just renting the land on which the mobile home sits, there are no special rules and summary eviction may be used.

If the person is being evicted from a mobile home lot in a mobile home park (that is, they own the home but are renting the land), the formal eviction process must be followed and NRS 118B applies. [See NRS 40.215 et seq.](#)

### **Are there special rules for evicting a person from a recreational vehicle park?**

A tenant in a recreational vehicle park may be evicted through the summary eviction process even if they do not occupy a recreational vehicle (for example, they live in a mobile home in an RV park). In the case of a “no cause” eviction notice, they may be given a 5-day notice to be followed by a 5-day Unlawful Detainer. [See NRS 40.251\(1\)\(d\).](#)

### **What grounds must exist to evict someone from a mobile home park?**

A mobile home park must have grounds to evict someone from a location in a mobile home park. “No cause” evictions from a mobile home parks are not authorized.

The grounds for evicting someone from a mobile home park include:

1. Failure to pay rent, utility charges or reasonable service fees within 10 days after written notice;
2. Failure to correct noncompliance with a law, ordinance or governmental regulation or a valid rule or regulation or to cure any violation of the rental agreement within a reasonable time after notice;
3. Conduct in the park which constitutes an annoyance to other tenants;
4. Violation of valid rules of conduct, occupancy or use of park facilities after written notice of the violation change in the use of the land by the landlord;
5. Conduct of the tenant which constitutes a nuisance;
6. Habitual failure to pay timely rent. **NOTE:** This ground only applies if the tenant is not a natural person (for example, a corporation, a Limited Liability

Corporation(LLC), etc., in which case the tenant must have received three or more 10-day notices to quit for failure to pay rent in the preceding 12-months).

### **What type of notice must be given to evict someone from a mobile home park?**

If grounds to evict the tenant exist, the landlord must set forth those grounds in a written notice to the tenant. If the tenant fails to comply with the notice, the landlord may then serve the tenant with a summons and complaint for eviction. For mobile home lots, the following notices apply:

1. 5-days notice for a nuisance;
2. 10-days notice for nonpayment of rent or utility charges;
3. 180-days notice if the owner of the mobile home park is closing it or converting it;
4. 45-days notice if the termination is for any other reason. [NRS 118B.190](#)

### **Is there any special assistance for mobile home owners who cannot pay their rent?**

There is a state fund that is administered by the [Manufactured Housing Division](#). Eligibility is based upon income and the availability of funds.

### **Mobile Home Lot Liens**

In addition to seeking to evict a tenant for nonpayment of rent and utilities, a mobile home park can impose a lien on the Tenant's mobile home. Ultimately, the mobile home park can foreclose on its lien and force the sale of the mobile home.

The tenant of the mobile home lot can contest the lien but, before taking any action in this regard, should understand the answers to the following questions:

### **How does a mobile home park obtain a lien on a mobile home?**

The mobile home park must file notice of the lien with the [Manufactured Housing Division](#) and send notice to the Tenant which describes the amount due and the process for contesting the validity of the lien.

### **What happens if the tenant does not pay the lien?**

The landlord can seek to sell the mobile home at a public sale. Before doing this, he must send a Notice of Sale to the Tenant at least 10 days before a sale. This notice sets that day on which the home is scheduled to occur. The sale cannot occur until 4 months have elapsed after the first default in payment by the Tenant.

### **How does the tenant contest the lien?**

The Tenant can contest the lien by filing a [Notice of Opposition to Lien](#) with the clerk of the Justice Court on a form provided by the Court. However, the Tenant's Notice of Opposition to Lien must be filed within 5 days after the person filing the notice receives the Notice of Sale by auction. Therefore, the Tenant must wait until he receives the Notice of Sale before filing the Notice of Opposition to Lien. [See NRS 108.355](#).

### **How long must a landlord keep a tenant's property after eviction?**

A landlord must safely store a tenant's property for 30 days after the tenant's abandonment or eviction. [See NRS 118A.460\(1\)](#)

### **Can the landlord refuse to release a tenant's property after eviction?**

The landlord must provide reasonable access and opportunity for the tenant or his authorized representative to retrieve personal property left behind. The landlord may charge and collect the reasonable and actual costs of inventory, moving and storage before releasing the property to the tenant. The landlord cannot require the tenant to pay rent or the costs of the eviction as a condition to releasing the property. [See NRS 118A.460\(1\)\(a\)](#)

### **What if more than 30 days have expired since the tenant's eviction?**

After the expiration of the 30-day period, the landlord may dispose of the property and recover his reasonable costs out of the property if:

1. He has made reasonable efforts to locate the tenant;
2. Has notified the tenant in writing of his intention to dispose of the property; and
3. 14 days have elapsed since the notice was given to the tenant.  
[NRS 118A.460\(1\)\(b\)](#)

### **What can the tenant do if the landlord will not return his property or if he disputes the landlord's charges?**

The tenant may file, along with the appropriate fees, a "Motion to Contest Personal Property Lien" on a Justice Court form. [See NRS 40.253\(7\)](#). The tenant may also sue for actual damages and punitive damages up to \$1,000 if the landlord holds the tenant's property in an effort to ensure that the tenant pays rent. See [NRS 118A.520](#).

### **What is the deadline in which a Motion to Contest Personal Property Lien must be filed?**

The motion must be filed within 20 calendar days after the one following events that has occurred the latest :

1. The order for eviction was issued;
2. The tenant vacated or was removed; or
3. A copy of the landlord's charges relating to the storage of the property has been requested by or provided to the tenant. [See NRS 40.253\(7\)](#)

### **When must the hearing on the Motion be scheduled?**

The court must schedule a hearing within 10 judicial days after the filing of the motion. [See NRS 40.253\(8\)](#)

### **Must the Motion be served upon the landlord?**

The court is required to affix the date of the hearing to the motion and order a copy served upon the landlord by the sheriff, constable or other process server. [See NRS 40.253\(8\)](#)

### **What will the judge do at the hearing?**

At the hearing, the court may determine the costs, if any, claimed by the landlord and order the tenant's property released with or without the payment of those costs.

## **Security Deposits**

### **How large a security deposit may the landlord of a residential property request?**

No more than 3 months of rent. [NRS 118A.242\(1\)](#)

### **May a tenant post a surety bond instead of a security deposit?**

Yes, if all parties agree. If the landlord makes claim against the bond the tenant must be given an itemized written accounting received from the landlord. The tenant may send a written response disputing any items to the surety. The surety cannot report a landlord's claim to a credit reporting agency unless the surety first sues the tenant and obtains a judgment.

### **How does a tenant prove that he paid a security deposit?**

The landlord is required to deliver to the tenant, upon his request, a signed written receipt for the security deposit (as well as for any other payments, including rent). [NRS 118A.250](#)

### **What if the landlord will not give the tenant a receipt for the security deposit?**

The tenant may refuse to make rent payments until the landlord provides the requested receipt. [NRS 118A.250](#)

### **Must the landlord return the security deposit?**

Not necessarily. The landlord may deduct from the security deposit such amounts as are necessary to:

1. Remedy any default in the payment of the rent;
2. Repair damages to the premises caused by the tenant, other than "normal wear and tear;" and
3. Pay the reasonable costs of cleaning the premises. [NRS 118A.242\(2\) and \(5\)](#)

### **What is “normal wear and tear”?**

“Normal wear and tear” is the kind of deterioration which occurs without negligence, carelessness or abuse of the premises. Normal wear and tear includes deterioration of the premises that occurs during normal conditions. For example, paint may fade, electrical switches may wear out and break, pull strings on blinds may fray or break , carpet and tile may wear down. These things happen even if the tenant cleans regularly and cares for the premises reasonably. [NRS 118A.110](#)

### **When must the landlord return the security deposit to the tenant?**

Upon termination of the tenancy by either party for any reason, including eviction, the landlord must return the deposit to the tenant, or provide an itemized written accounting showing how the deposit was used, no later than 30 days after the termination of the tenancy. [NRS 118A.242\(2\)](#)

### **What if the landlord fails to return the security deposit within 30 days or the tenant disagrees with the way in which the security deposit was used?**

The tenant may sue the landlord and request up to twice the amount of the security deposit. A tenant who paid their deposit by purchasing a surety bond, and/or a tenant who disagrees with the way in which the landlord used the security deposit may send a written response to the surety. If the tenant sends this response within 30 days after receiving an itemized written accounting from the landlord, the surety is not to report the landlord’s claim to a credit reporting agency without first obtaining a judgment against the tenant.

### **What if the landlord sells the property or loses it in a foreclosure sale?**

A successor in interest <sup>7</sup> (including a purchaser at a foreclosure sale) has the same obligations regarding the security deposit as the original landlord.

## **[Laws, Rules and Resources on Landlord-Tenant Matters & Evictions](#)**

The following are **some** of the laws and rules that apply to small claims cases in Nevada:

[NRS 40.215 through 40.425](#)

[Chapter 118 of the Nevada Revised Statutes](#)

[Chapter 118A of the Nevada Revised Statutes](#)

[Chapter 118B of the Nevada Revised Statutes](#)

---

<sup>7</sup> The person to whom the landlord sells the property, and who has a legal interest in the property

[Protecting Tenants in Foreclosure Act of 2009](#) (which addresses a tenant's rights and the notice requirements regarding the termination of residential tenancies for dwellings in foreclosure)

[Assembly Bill 140](#)

[NRS 4.355](#)

[Justice Court Rules of Civil Procedure 101 through 110](#) (See Justice Court Rules of Civil Procedure 72 through 76B for information on appeals)

[Local Rules of Practice for the Las Vegas Justice Court](#) (Rules 11 and 34)

[Nevada Legal Services](#)

### **Landlord-Tenant Forms on the Website**

#### **Eviction Forms (Landlord)**

1. [5-day Pay Rent or Quit](#)
2. [5-day Unlawful Detainer](#)
3. [5-day Lease Violation](#)
4. 3-day Nuisance
5. [30-day "No Cause"](#)
6. [7-day "No Cause"](#)
7. [5-day Tenancy-at-Will](#)
8. [3-day Notice to Quit](#)
9. [Complaint for Summary Eviction](#)
10. [Complaint for Formal Unlawful Detainer](#)

#### **Eviction Forms (Tenant)**

12. Opposition to Mobile Home Lien
13. [Motion to Continue in Possession](#)
14. [Motion to Release Personal Property](#)
15. Complaint for Illegal Lockout
16. [Motion to Stay and/or Vacate Order](#)
17. [Tenant Answer to Summary Eviction](#)
18. [Tenant Answer Unlawful Detainer](#)
19. Declaration of Lost/Destroyed Notice
20. Opposition to Temp. Writ of Restitution
21. [Notice of Appeal and related forms](#)