

**VERIFIED COMPLAINT FOR ILLEGAL LOCKOUT OR
UTILITY SHUT-OFF
AND
ORDER REGARDING ILLEGAL LOCKOUT OR UTILITY SHUT-OFF
TENANT INSTRUCTIONS
(Forms #29 and #30)**

If there is no pending action for summary eviction or unlawful detainer, and if there is no lockout in effect pursuant to a judicial order, you can use this form.

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 #29 and #30 apply to unlawful conduct by landlords; they do not relate to the conduct of a utility company.

If an action for summary eviction or unlawful detainer is already pending between you and the landlord, or if there is a lockout in effect based upon a judicial order from such a proceeding, the Verified Complaint for Illegal Lockout or Utility Shut-off **cannot** be filed with the court at all. However, you may seek relief before the judge presiding over the pending action. To do so, see Tenant's Motion for Expedited Relief Following Illegal Lockout or Utility Shut-off, Form #17, Tenant's Affidavit/Declaration in Support of Motion for Expedited Relief Following Illegal Lockout or Utility Shut-Off, Form #18, and Order Regarding Illegal Lockout or Utility Shut-off, Form #19.

TIME LIMITATIONS

You must file the Verified Complaint **within 5 judicial days¹ after the date of the unlawful act by the landlord!** "Judicial days" are the days the court is open and do not include weekends and holidays. If more than 5 days have passed since the unlawful act by the landlord, your Verified Complaint will be dismissed as "stale," but you will still retain the right to pursue all other available legal remedies against the landlord.

¹ "Judicial Days" do not include date of service, weekends or legal holidays.

FILLING OUT FORM #29

Heading

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

Parties

Note: The parties listed on all other forms in the summary eviction process show the Landlord as the "Landlord/Plaintiff" and the Tenant as the "Tenant/Defendant." Form #29 requires the Tenant to be the "Tenant/Plaintiff" and the Landlord to be the "Landlord/Defendant." Be sure you fill out this information correctly on this form.

You must fill in the names, addresses and phone numbers of the Tenant/Plaintiff and Landlord/Defendant.

Case No. and Dept. No.

Leave blank. The court will assign a Case Number and a Department Number.

Body of the Complaint

Number 1 Provide all the information requested in Numbers 1 through 13.

Note: Number 12 – Monetary Damages

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, etc.). If you have receipts to show your actual damages, attach them to the Verified Complaint.

VERIFICATION

"Verification" is a sworn statement that the facts in the Verified Complaint are true. It includes an affidavit or declaration that makes it a criminal misdemeanor to state a lie.

Date, sign and print the Tenant/Defendant's name on the lines provided.

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.

FILLING OUT FORM #30

Heading

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

Parties

Note: The parties listed on all other forms in the summary eviction process show the Landlord as the "Landlord/Plaintiff" and the Tenant as the "Tenant/Defendant." Form #29 requires the Tenant to be the "Tenant/Plaintiff" and the Landlord to be the "Landlord/Defendant." Be sure you fill out this information correctly on this form.

You must fill in the names, addresses and phone numbers of the Tenant/Plaintiff and Landlord/Defendant.

Case No. and Dept. No.

Leave blank. The court will assign a Case Number and Department Number.

Body of the Order

There is nothing for you to do here. At the hearing the judge may or may not use this form. If the judge uses this form, he or she will fill out the information needed.

FILING THE COMPLAINT

Once you have completed the Verified Complaint form, you must file it with the Justice Court clerk where your apartment or rental home is located and follow their directions for setting the hearing. Give the Justice Court clerk Form #30, Order Regarding Illegal Lockout or Utility Shut-off. At the hearing the judge may or may not use this form.

You do not have to pay the filing fee at this time. The Verified Complaint requests that the filing fee be deferred until the final decision of the judge. Depending

upon the outcome of the hearing, the judge may order either the tenant or the landlord to pay the filing fee as part of the monetary damages.

SERVICE ON LANDLORD

The Complaint and Tenant's Affidavit/Declaration must be served upon the landlord by a process server or a third party (not yourself). The service uses a Summons. The server completes the Summons, documenting the method and time/date of service upon the landlord. A completed copy of the Summons proving service must be filed with court by the process server or by you.

WHAT HAPPENS NEXT

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

Do not miss the hearing! If you miss the hearing, you will not be entitled to relief from the court and your case 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 complainant.

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. The judge will also make an order with respect to the initial filing fees that were deferred when the Verified Complaint was originally filed.

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.

LIMITED JURISDICTION CIVIL COURT COVER SHEET

Esmeralda Township, Esmeralda County, Nevada

Case No. _____
(Assigned by Clerk's office)

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Attorney (name/address/phone):	Attorney (name/address/phone):

I. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property	Torts	Protection Orders
<p>Real Property</p> <input type="checkbox"/> Landlord/Tenant (Summary Eviction) <input type="checkbox"/> Unlawful Detainer Complaint (Writs of Restitution) <input type="checkbox"/> Other Real Property	<p>Negligence</p> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <p>Other Torts</p> <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Other Torts	<p>Protection Order</p> <input type="checkbox"/> Request for Domestic Violence Protective Order <input type="checkbox"/> Request for Protection Order (Non-Domestic Violence) <input type="checkbox"/> Sexual Assault Related <p>Protection Order-Extension Request</p> <input type="checkbox"/> Request for Extended Domestic Violence Protective Order <input type="checkbox"/> Request for Extended Protective Order (Non-Domestic Violence)
<p style="text-align: center;">Contract Case</p> <p>Seller Plaintiff (Debt Collection)</p> <input type="checkbox"/> Credit Card Collection <input type="checkbox"/> Payday Loan Collection <input type="checkbox"/> Debt Collection Agency <input type="checkbox"/> Other Debt Collection <p>Other Contract Case</p> <input type="checkbox"/> Contract Buyer Plaintiff <input type="checkbox"/> Other Contract Case	<p style="text-align: center;">Other Civil Filings</p> <p>Other Civil Filing</p> <input type="checkbox"/> Contested Liens Case <input type="checkbox"/> Order to Seal Records <input type="checkbox"/> Other Civil Matters <p style="text-align: center;">Small Claims</p> <p>Small Claims</p> <input type="checkbox"/> Small Claims	

_____ Date

_____ Signature of initiating party or representative

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

Name: _____
Address: _____
Phone: _____
Landlord/Plaintiff

vs.

CASE NO: _____

Name: _____
Address: _____
Phone: _____
Tenant/Defendant

DEPT. NO: _____

**VERIFIED COMPLAINT FOR
ILLEGAL LOCKOUT OR UTILITY SHUTOFF**

The Tenant named above hereby files this Complaint against the Landlord named above and hereby alleges as follows:

1. **PLEASE CHECK ONE OF THE FOLLOWING:**

- _____ A. The Landlord **has not** started a pending legal action for summary eviction or a pending legal action for unlawful detainer against me. **(If you check A, you CAN use this form.)**

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____ B. The Landlord **has** started a pending legal action for summary eviction or a pending legal action for unlawful detainer against me, or I have already been locked out pursuant to another action. (If you check B, you **CANNOT** use this form. See Tenant Instruction Packet.)

2. The parties entered into a rental agreement on or about the ____ day of _____, 20____.

3. The street address for my rental unit is: _____

4. **PLEASE CHECK ONE OF THE FOLLOWING:**

- ____ A. The rental agreement **was not** in writing.
- ____ B. The rental agreement **was** in writing. A copy of the rental agreement is attached.

5. The amount of rent was \$_____.

6. **PLEASE CHECK ONE OF THE FOLLOWING:**

- ____ A. I pay rent weekly.
- ____ B. I pay rent monthly.
- ____ C. I pay rent as follows: _____
_____.

7. **PLEASE CHECK ONE OF THE FOLLOWING:**

- ____ A. My rent payments **are** current.
- ____ B. My rent **is not** current. I am \$_____ behind in rent.

8. My next rental payment is due on the ____ day of _____, 20____.

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9. PLEASE CHECK ONE OR BOTH OF THE FOLLOWING:

____ A. The Landlord barred me from entering/locked me out of my rental unit on or about the ____ day of _____, 20____.

____ B. The Landlord stopped my utilities or other essential services on or about the ____ day of _____, 20____.

10. Please describe how the landlord blocked entry, changed the locks and/or stopped the essential services. _____

11. PLEASE CHECK ONE OR BOTH OF THE FOLLOWING:

____ A. After I was blocked entry to/locked out of the rental unit, I tried to get back into the rental unit, but the Landlord refused to let me in.

____ B. After the Landlord stopped my utilities or other essential services, I asked the Landlord to restore the services, but the Landlord refused.

12. As a result of the Landlord's actions, I have damages as follows. In addition to the statutory damages of \$1,000.00 allowed under NRS 118A.390, I am asking to be compensated for the following items of damages:

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AMOUNT

DESCRIPTION

\$ _____
\$ _____
\$ _____
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\$ _____
\$ _____
\$ _____

13. Based upon the above, Tenant requests that this Court:

- _____ A. Find that the Landlord has violated NRS 118A.390 and/or NRS 118A.480;
- _____ B. Assess actual and statutory damages against Landlord not to exceed the jurisdictional limit of the Justice Court.
- _____ C. Issue an immediate order restoring me to the rental unit and/or restoring the utilities or essential services at the rental unit; and
- _____ D. Enjoin the Landlord from violating the provisions of NRS 118A.390 and, if the circumstances so warrant, hold Landlord in contempt of court.

Submitted by,

Date

Signature of Tenant/Plaintiff

Print Name of Tenant/Plaintiff

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VERIFICATION

I, _____, have read the foregoing Verified Complaint and know that the contents are true of my own knowledge except for those matters therein stated on information and belief, and as to those matters, I believe them to be true.

Date

Signature of Tenant/Plaintiff

Print Name of Tenant/Plaintiff

1 I swear the above is true. Signature: _____

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3 SUBSCRIBED AND SWORN to before me this ____ day of _____,

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5 20_____.

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7 NOTARY PUBLIC

8 OR

9 DEPUTY CLERK _____

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11

OR
THE FOLLOWING:

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Pursuant to NRS 53.045:

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

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Executed on _____, 20_____

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Signature

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Print Name

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

Name: _____
Address: _____
Phone: _____
Landlord/Plaintiff

vs.

CASE NO: _____

Name: _____
Address: _____
Phone: _____
Tenant/Defendant

DEPT. NO: _____

**ORDER REGARDING
ILLEGAL LOCKOUT OR UTILITY SHUT-OFF**

IT IS HEREBY ORDERED that the Tenant's request for relief is:

_____ **DENIED**, and

_____ Although the Tenant did not prevail, the Court
hereby waives the assessment of costs of fees
against the Tenant.

_____ Tenant shall be assessed \$_____ in
costs and fees for failure to prevail in this
case.

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OR

_____ **GRANTED**, and Tenant is entitled to the following relief:

_____ Statutory damages in the amount of 1,000.00.

_____ Additional damages in the amount of \$_____.

_____ No damages.

AND LANDLORD IS HEREBY ORDERED TO RESTORE

_____ Access to the premises.

_____ All utilities and essential services that were previously terminated; and

_____ **LANDLORD IS HEREBY ENJOINED FROM COMMITTING FURTHER VIOLATIONS OF NRS 118A.390. IF LANDLORD COMMITS ANY FUTURE VIOLATIONS, LANDLORD MAY BE HELD IN CONTEMPT OF COURT; and**

_____ Landlord shall be assessed \$_____ in costs and fees for failure to prevail in this case.

_____ The Court hereby waives the assessment of costs and fees against Landlord.

IT IS SO ORDERED.

DATED

JUSTICE OF THE PEACE