

1 Case No. \_\_\_\_\_

2 Dept. \_\_\_\_\_

3  
4 IN THE JUSTICE COURT OF ESMERALDA TOWNSHIP  
5 COUNTY OF ESMERALDA, STATE OF NEVADA

6 \* \* \* \* \*

7 **TENANT'S AFFIDAVIT**  
8 **IN OPPOSITION TO**  
9 **SUMMARY EVICTION**  
10 **REGARDING**  
11 **NON-PAYMENT OF RENT**

7 \_\_\_\_\_,

8 Landlord(s),

9 vs

10 \_\_\_\_\_,

11 Tenant(s). /

12  
13 Tenant, appearing in proper person, contests this matter pursuant to NRS 40.254 and states  
14 as follows:

15 1. I am the tenant of the rental unit located at *(insert complete address of rental unit,*  
16 *including city, state and zip):* \_\_\_\_\_.

17 2. My rent *(check one box)*  is /  is not subsidized by a public housing authority or  
18 governmental agency.

19 3. I received a seven-day notice (or five-day notice because I am a commercial tenant)  
20 stating that I owe rent. I disagree with this notice for the following reasons *(check all that apply*  
21 *and provide your written explanation at end of this section):*

22  I paid my rent in full.

23  I offered to pay my rent, but Landlord refused to accept it.

24  Landlord accepted partial payment of my rent.

25  The amount Landlord is demanding in the notice includes costs or fees that are not  
26 periodic rent or late fees.

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- Landlord is charging an unreasonable late fee, or a late fee that exceeds 5% of the amount of the periodic rent.
- (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 habitable condition. Landlord did not fix, or make a reasonable effort to fix, the habitability problem within 14 days after my notice. So I am withholding payment of rent.
- (To raise this defense you must deposit your rent into the court's rent escrow account.)* 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. So I am withholding payment of rent.
- 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.
- Landlord's seven-day notice 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 this 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 or constable to post the order in a conspicuous place on the premises not later than 24 hours after the order is received by the sheriff or constable, and the sheriff or constable shall remove the tenant not earlier than 24 hours but not later than 36 hours after the posting of the 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.
- Landlord is discriminating against me in violation of the Federal Fair Housing Act and/or Nevada laws.
- Landlord is retaliating against me for having engaged in certain protected acts, and Landlord is in violation of NRS 118A.510.

- 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.
  - Other defense (*explain below*).

*(State the facts and circumstances that support the defenses you checked above.)*

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*Check if attaching continuation pages*

THEREFOR, I request that Landlord take nothing requested in Landlord's Complaint.

*I understand that as long as the filing of this affidavit is timely, I will receive notice of my hearing telephonically from the court at (provide number) \_\_\_\_\_*

**and**

*I understand that it is my responsibility to follow-up with the court weekly, at 775-485-6359, if I do not hear from them.*

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

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Signature)*