

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: _____

**TENANT'S AFFIDAVIT/DECLARATION
(Non-Payment Eviction - Public/Publicly Subsidized Housing)**

The undersigned tenant states that:

1. I am a tenant of a certain rental unit within _____
Township, _____ County, Nevada.

- _____ 2. I am a
_____ A. tenant in a public housing facility.
_____ B. tenant whose rent is subsidized by a Public Housing Authority
or other governmental agency (see attached lease/rental

agreement).

3. I rented the above unit from the above named landlord on or about _____, 20____, with rent due monthly or for a shorter period of time.
4. I have received a notice from my landlord alleging that I am in default in the payment of rent in the amount of \$_____.
5. I have a legal defense in that I am not in default in the payment of rent because of the below checked items.
- _____ 6. I did not get notice as required by law in that:
 - _____ A. I did not get the required 5-day notice period and/or the Notice does not advise me to pay or move. Explain: _____

_____.
 - _____ B. I have not received a 14-day notice to pay rent as required by 24 CFR 966.4(l)(3)(i)(A) (conventional public housing).
 - _____ C. I have received a 14-day notice to pay rent, but the Notice fails to advise me of my right to a grievance procedure to contest the Notice as required by 24 CFR 966.4(l)(3)(ii). A copy of the notice is attached.
- _____ 7. I paid or attempted to pay my rent as follows:
 - _____ A. I paid rent in the amount of \$_____ to the landlord on the _____ day of _____, 20____ by:
 - _____ 1. Check
 - _____ 2. Money Order
 - _____ 3. Cash
 - _____ 4. Other (explain) _____
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_____.

_____ B. I attempted to pay the rent, but the landlord refused to accept it. Explain:_____

_____.

_____ C. I attempted to pay the rent, but the landlord refused to accept it because I did not agree to pay unauthorized charges in addition to rent.¹

_____ D. I have made other arrangements with the landlord for the payment of rent.² These arrangements are (explain in detail):_____

_____.

_____ 8. I do not owe the amount which the landlord says I owe because:

_____.

THE BELOW DEFENSE, #9, IS AVAILABLE ONLY TO TENANTS IN CONVENTIONAL PUBLIC HOUSING

¹ A landlord shall not refuse to accept rent offered after a notice simply because the tenant has not paid collection fees, attorney fees or other costs other than rent, a reasonable charge for late payments of rent or dishonored checks, or a security. See NRS 40.253(9). There is a presumption that the tenant does not owe late charges or charges for dishonored checks unless these terms are in a written rental agreement. See NRS 118A.200(3)(c).

² For example, an agreement to pay \$50.00 extra each month until the back rent is caught up.

_____ 9. I live in conventional public housing and the housing authority did not maintain the premises and project in a decent, safe and sanitary condition as required by my lease and 24 CFR 966.4(e) in that the housing authority:

_____ A. did not comply with applicable building or housing codes or HUD regulations. Explain in detail: _____

_____ B. did not make necessary repairs. Explain in detail: _____

_____ C. did not keep project buildings, facilities and common areas in a clean and safe condition. Explain in detail: _____

_____ D. failed to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied by the housing authority.

Explain in detail: _____

_____.

- _____ E. did not provide garbage receptacles.
- _____ F. did not supply running water.
- _____ G. did not provide a reasonable amount of heat.
- _____ H. did not provide a reasonable amount of hot water.

**THE BELOW DEFENSES, #10 through #13, ARE AVAILABLE
TO TENANTS IN PUBLICLY SUBSIDIZED HOUSING
OTHER THAN CONVENTIONAL PUBLIC HOUSING**

_____ 10. I have a Section 8 voucher and the housing authority has not paid its portion of the rent due to the landlord under the contract between the housing authority and my landlord, which is not a ground to terminate my tenancy under 24 CFR 982.310(b).

_____ 11. I am withholding the payment of rent due to the landlord's failure to restore essential services (water, hot water, heat, electricity, etc) or make a good faith effort to do so within 48 hours following a written notice which I delivered to the landlord on _____, 20 ____ under authority of NRS 118A.380(1) (c). Explain: _____

_____.

_____ 12. I am claiming a set-off against any rent owed because the landlord owes me damages for an intentional failure to supply essential services (water, hot

water, heat, electricity, etc.) under NRS 118A.380 and/or NRS 118A.390.

Explain: _____

_____.

_____ 13. I am claiming a set-off against any rent owed because the landlord owes me damages as the landlord has failed to maintain the rental unit in a habitable condition (NRS 118A.350 and/or NRS 118A.360). Explain: _____

_____.

THE BELOW DEFENSE, #14, IS AVAILABLE TO ALL TENANTS

_____ 14. Other defense or set-off. Explain: _____

_____.

WHEREFORE, the Tenant/Defendant prays for a hearing in this court pursuant to NRS Chapter 40, and that this matter be dismissed at the hearing because I have raised a legal defense to the alleged unlawful detainer.

_____ **Request for a Stay.** In the alternative, if the court concludes that I have not raised a legal defense, I request a stay of execution under the authority of NRS 70.010(2) of _____ days (up to 10) in order to move. I need the additional time because _____

_____.

I swear the above is true. Signature: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____,
20____.

NOTARY PUBLIC
OR
DEPUTY CLERK _____

OR
THE FOLLOWING:

Pursuant to NRS 53.045:

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

Executed on _____, 20____

Signature

Print Name