

IN THE JUSTICE COURT OF WALKER RIVER TOWNSHIP  
IN AND FOR THE COUNTY OF LYON, 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) \_\_\_\_\_  
2 of 8

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_ 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.<sup>1</sup>

\_\_\_\_\_ D. I have made other arrangements with the landlord for the payment of rent.<sup>2</sup> 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**

<sup>1</sup> 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).

<sup>2</sup> 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