

This summary of the eviction process has been supplied by an eviction servicing company located in Las Vegas Nevada.

Most information supplied is applicable to the entire state of Nevada but some City or County information may be more specific relative to timelines, fees or processes.

Additional information about said services can be obtained by contacting the aforementioned Las Vegas based eviction servicing company. NMI 702-368-1999

**Notices: The standard charge is \$35 for all notices in Las Vegas, North Las Vegas and Henderson and will send you a monthly statement for these charges. When you use an outside service, you are allowed to charge your tenant for that service. The day of service never counts in the day count. In Henderson, Friday is not a working day.**

**Rental increase:** 45-day notice-must be given at least 45 days prior to actual increase date. Need old rent amount, new rent amount, date of increase.

**24-hour Notice of Inspection:** Notice stating date and time person will be arriving at property and contact number. Must be posted at least 24-hours before day and time stated.

**Eviction Notices:**

**5-Day Pay or Quit:** For failure to pay rent only, this is the only notice that can go straight to eviction without an unlawful detainer. It is 5 working days before you can file a Summary Eviction. If more than 30 days pass from the ending date of the notice, it expires and you would have to do a new notice before filing for Summary Eviction. You do not have to accept a partial payment of rent; you can if you want to. If you accept any money from the tenant, you must do another notice for the remaining amount before filing a Summary Eviction.

**30-Day Termination of Tenancy:** (Often called 30-day no-cause). This has nothing to do with rent, lease violations or anything; just gives the tenant 30 days to vacate.

Whether this is a violation of the lease or not is for you to determine. It is 30 calendar days starting the day following service before you can do the 5-day unlawful detainer.

**7-Day Termination of Tenancy:** Same as above only for weekly tenants instead of monthly.

**5-Day Lease Violation:** This is typically used when the tenant is doing something that violates the lease and you either want them to stop it or move. It is the same day count as the pay or quit except for this requires the second notice (unlawful detainer) before it can go to Summary Eviction.

**5-Day Notice to Perform:** This is typically used when the tenant is not doing something that the lease requires them to do and you either want them to do it or move. It is the same day count as the pay or quit except for this requires the second notice (unlawful detainer) before it can go to Summary Eviction.

**3-Day Nuisance:** This is typically used when the tenant is doing something that is a nuisance (more in the legal sense of the word than mainstream usage) and is causing a problem in such a way that you want them to move. Examples are having vicious dogs, disturbing other tenants, property damage, any illegal activity. In the case of illegal activity, you must be careful how you word the notice. You can not accuse the tenant of a crime they haven't been convicted of. If the police have been called, it is best to just say "police activity" or whatever and site the event #. That way the judge can just read

the police report. There are certain ways of saying things that let the judge know what you really mean, for example; Heavy traffic usually would indicate that you believe the tenant to be selling drugs. Heavy traffic late at night usually would indicate that you believe the tenant is using the premises for prostitution. It is the same day count as the pay or quit except for this requires the second notice (unlawful detainer) before it can go to Summary Eviction.

**3-Day Foreclosure Notice:** For when it is occupied by the previous (foreclosed on) owner. It is the three working days starting the day after service and requires the second notice (unlawful detainer) before it can go to **Formal** eviction. Our office does not do formal evictions. I would suggest using an attorney for any formal evictions but we will be happy to give the attorney the initial paperwork that we did.

When it is occupied by a tenant, the new owner is required to give the tenant a 90-day Change of Ownership and/or Notice to Vacate. If the tenants have a valid and current lease, the terms of the lease must be honored. If not, the tenant must pay fair market value rent. If the tenant does not pay rent, they can be served a 5-day Pay or Quit notice just like any other tenant. If the tenant is paying rent but does not have a valid and current lease, you must do the second notice (5-day unlawful detainer) and then a Summary Eviction.

**5-Day Unlawful Detainer:** This is the second notice following any notice other than the 5-day pay or quit that is required before a Summary Eviction can be filed. Day of service doesn't count, weekends and holidays don't count. If the tenant doesn't sign for the notice (and they rarely do); it is 5 working days plus 3 calendar days before you can file an eviction. If more than 30 days pass from the ending date of the notice, it expires and you would have to do a new notice before filing for Summary Eviction.

**Exceptions:**

Monthly tenants 60 years of age or older or having a physical or mental disability must submit the request in writing but typically will be allowed 30 additional days to vacate. Mobile Home Lots: If the tenant is renting both the lot and the mobile home, it is treated the same as any other tenant. If the tenant owns the mobile home and is just renting the lot, you must give him a 10-day notice instead of a 5-day and likely a **Formal** eviction. Notices to Businesses: The tenant on the notice must be listed as it is on the lease. If the lease says, John Doe DBA/ Doe's Plumbing; that is what the notice needs to say. Any notice other than a 5-day pay or quit requiring a second notice (5-day unlawful detainer) that is for a business requires a **Formal** eviction.

**Information Needed:**

Once an account has been set up, the Firm Name, Key Person(s), Firm Address, Contact Phone Number and Eviction contact phone number will already be in our system. For all notices, we will need the tenant's name(s), address, GATE CODE if there is one, Date of Tenancy, Monthly rent and Refundable Deposits paid. For pay or quit notices, we also need, total rent owed, late charges as they are written in the lease, Notice Fee and anything else that the tenant owes. For other notices we will need the reason for Nuisance, Violation, etc. as appropriate.

**Summary Evictions:** When it is time to do the Summary Eviction just call our office, tell us the address and that you need the eviction. We will advise you to bring a copy of the lease to file with the eviction and to bring two checks; one payable to the Justice

Court for the filing fee (\$49 at present) and the other payable to NMI for both our preparation fee (\$45 at present) and the Constable's fee. The constable has a formula involving mileage so it is different for each address (usually between \$50 and \$100). We will type the documents for the signature of whoever is listed as the Key Person in our system for that account. We will copy and notarize the documents as needed and file them in Justice Court. The Clerk files the Summary Eviction and sends the Order to the Constable's office. The Constable will schedule a deputy to post a 24-hour Notice of Eviction on the property. The following working day, the deputy will call whoever you have listed to meet them at the property and change the locks.

**Hearings:** The tenant can file an Answer in Justice Court to either a 5-day Pay or Quit or a 5-day Unlawful Detainer. No matter what the reason or if there's a reason stated for the Answer, the tenant will automatically be granted a Hearing. The Hearing date will be set and given to our office upon filing the Summary Eviction (usually about a week out) and we will call you with the hearing information. We do not attend hearings.

Depending on what happens in Court, the eviction will then be granted or denied. The Judges don't necessarily go by the NRS but are usually reasonable. If the eviction is granted, the judge will sign the Order and forward it on to the Constable who will have already been paid by our office. If the eviction is denied, you will need to notify our office to refund your Constable fee as appropriate. If the Constable goes out even once, we will be charged.

Another way for the tenant to possibly get a hearing is to request a Stay after the 24-hour Notice of Eviction has been posted. This will stop the eviction process while the Judge makes a decision. The Judge will either grant the Stay, in which case you will have a hearing and the Justice Court will give you that information; or deny the Stay, in which case the eviction will move forward.

### **Appeals in District Court:**

If the tenant's Stay is denied or if the eviction is granted at the hearing, the tenant can then file an Appeal.

1. This halts the eviction procedure and moves it to District Court (it can take up to 30 days but usually doesn't).
2. You can do a new notice and eviction (for all owed) every new rental period and the tenant will have to do a new appeal for each one.
3. Tenant must put up a cost bond for at least \$250 to appeal.
4. We do not do anything in District Court, however, you can file a Motion to Place On Calendar in District Court to request filing of a supercedeas bond (should be no less than two times the rent) AND to request going forward with the eviction pursuant to rule 73A, paragraph 4.

### **Bankruptcy:**

1. We do not do anything in Bankruptcy Court, however, you can call the Bankruptcy Court and ask for a Supervisor.
2. Tell them you intend to file a "Motion to Relieve"
3. Ask for a court date.
4. Write a letter telling the Court that you want the tenant out of the property and state why.
5. Send a copy of the letter to the tenant by Certificate of Mailing.

6. The Court will set a court date and at that time the tenant should be ordered to vacate.

SAMPLE FORM ONLY  
GATE CODE \_\_\_\_\_

Phone 000000

XXXX Company

Fax 000000

FIRM: \_\_\_\_\_ KEY PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ / \_\_\_\_\_

OWNER'S NAME

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TENANT: \_\_\_\_\_ / \_\_\_\_\_

ADDRESS: \_\_\_\_\_ APT # \_\_\_\_\_ BLDG# \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

<b>DATE OF TENANCY:</b>	<b>PREVIOUS MONTH</b>	<b>PREVIOUS MONTH</b>	<b>NOTICE FEE</b>
<b>MONTHLY RENT:</b>			

**REFUNDABLE DEPOSITS:** \$ \_\_\_\_\_

**PREVIOUS LATE CHARGES:** \$ \_\_\_\_\_

**NSF FEE:** \$ \_\_\_\_\_

**OTHER:** \$ \_\_\_\_\_

**LATE CHARGE:** \_\_\_\_\_

**And/Or** \_\_\_\_\_ **PER DAY AFTER THE** \_\_\_\_\_

**DUE DATE:** \_\_\_\_\_

Thank you for using N.M.I., Inc.

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Date Served \_\_\_ / \_\_\_ / \_\_\_

Time Served \_\_\_\_\_

**ACCOUNT#** \_\_\_\_\_

Posting \_\_\_\_\_

Personal \_\_\_\_\_ with \_\_\_\_\_

**BAT#** \_\_\_\_\_