

Understanding the Eviction Process



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HOUSING ASSISTANCE CONTRACT TERMINATIONS

A. CONTRACT TERMINATION

[24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the SNRHA may be terminated by the SNRHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the SNRHA to the owner after the month in which the Contract is terminated. The owner must reimburse the SNRHA for any subsidies paid by the SNRHA for any period after the contract termination date or for any funds paid in error to the vendor.

If the family continues to occupy the unit after the Section 8 HCV contract is terminated, the family is responsible for the total amount of rent due to the owner. After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit.

B. TERMINATION BY THE FAMILY: MOVES

[24 CFR 982.314(C) (2)]

Family termination of the lease must be in accordance with the terms of the lease. SNRHA shall not issue a voucher to move for a period of 30 days when it has received a notice of an eviction in process for cause. The owner/management shall have 30 calendar days from the date of the notice to receive a court awarded affidavit of eviction, judgment or summary of eviction that shall be considered as documentation of a serious lease violation and result in termination of the participant's assistance.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

[24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violations of the lease, including but not limited to failure to pay tenant's portion of rent or other amounts due under the lease, or repeated violations of the terms and

Constable's Office

309 S. Third St. 3rd Floor

Las Vegas, NV 89155

702-455-4099/FAX 702-385-2436

Hrs: 8:00am-4:45pm. (M-F)

First Thursday of each month, offices are closed at 3:00pm

Justice Court

200 Lewis Ave.

Las Vegas, NV 89155

702-671-3478

Hrs. 8:00am-5:00pm (M-F)

Nevada Legal Services

530 S. 6th Street

Las Vegas, Nevada 89101

702-386-0404

Clark County Legal Services

800 South 8th Street

Las Vegas, NV 89101

702-386-1070

The Southern Nevada Regional Housing Authority

Housing Choice Voucher Program

380 N. Maryland Parkway

Las Vegas, Nevada 89101

(702) 922-6900 Fax: (702) 922-6929

The Southern Nevada Regional Housing Authority does not discriminate on the basis of color, sex, religion, race, disability, familial status, age, or national origin. Our agency shall provide reasonable accommodations to disabled clients to ensure all programs and services are accessible. If you need a reasonable accommodation, please put your request in writing to the Attention of: SNRHA's 504/ADA Office 5390 E. Flamingo Road LV, NV 89122. You may contact our agency for additional assistance in making your request by call (922-6808 or 922-6900). Additionally, SNRHA provide free translation and interpretation services as required. Bilingual staff is available.

Your Southern Nevada Regional Housing Authority caseworker should be notified immediately when you receive any notices regarding evictions. The owner/manager will fax our office a copy once served. Please protect your voucher assistance by ensuring you comply with your lease provisions, including paying your portion of the rent on time each month. If you have a decrease in income, please report that "in writing within 10 calendar days" and an interim re-examination will be completed which "may" result in your portion of the rent decreasing effective the 1st of the month after this change was reported. However, if you do not report the change by the 15th, the change shall still be effective the first month after the change was reported but the change notice may not be processed by that date due to verification requirements. Therefore, you MUST continue to pay the original amount until this action can be completed. After the owner and you receive your change notice, the owner/manager may owe you an adjustment.

Please be advised that Owners/Manager cannot evict a Housing Choice Voucher Participant due the Housing Authority's failure to make a payment. The Housing Authority has the right to abate payments (stop payments) when owners fail to make repairs in accordance with required time frames. The Housing Authority also has the right to collect funds due to overpayments, etc, from a owner/manager even when funds are payable for a new tenant.

All SNRHA vendor payments under the Housing Choice Voucher Program are made only via direct deposits. If an owner does not receive their payment by the next check run (1st or the 15th) after the contract has been signed, please contact the Housing Authority's finance department immediately at (702) 922-6608

After reading this information, if you are still unsure on how to proceed, you may contact an attorney for legal advice. Here is the additional contact information:

conditions of the lease;

Violations of federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (See 24CFR 982.310)

The owner must provide the tenant with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action and shall provide SNRHA with a copy of all notices to the participant. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action. The initial lease must be for 1 year.

"The Eviction Process"

The tenant must reside in Las Vegas Township for Clark County's Justice Court to process the eviction. If the tenant resides in another township(Henderson, North Las Vegas, etc), it must be filed in that jurisdiction's Justice Court. The eviction process begins when a tenant is first served with a legal notice, specifying the basis for lease termination.

LANDLORD

You may prepare and serve your own notice, or for a fee you may have a private process server or the Constable's Office prepare and serve the notice. The Las Vegas Township Constable is located at 309 South Third Street, Third Floor. Their hours of operation are 8am-5pm(M-F). The first Thursday of each month, offices close at 3:00pm.

To ensure timely processing, the notice must state the tenant's

first name, last name and address. Include your phone numbers on all notices.

Evictions from a Landlord's Prospective:

All evictions must begin with a legal NOTICE. There are several types of notices. You may not always be able to use the quickest notice available. You must choose one that applies to the situation. There are separate notices for manufactured homes and non manufactured homes.

A standard summary eviction can cost \$100.00-\$120.00 from start to finish. Evictions take 10-180 days depending on the type of notice served.

TYPES OF NOTICES

FIVE DAY PAY OR QUIT NOTICE:

This notice is used for non-payment of rent from tenants ONLY! It cannot be used for payment of deposits, late fees, etc. If there is NO grace period in your lease, you can go forward with the 5-day notice the day AFTER rent is due. If you have a grace period, you must wait until that time has passed. If the tenant offers you the FULL rental amount, you MUST accept payment. You can refuse partial payment from the tenant. If you should decide to accept partial payment, you can re-file a new notice for the balance of money due. There is NO other notice that follows the Five Day Pay or Quit Notice. When serving this Five Day or Quit Notice, you DO NOT count the day of service. Count business days. The day after the 5th business days return to the Constables office, if you elect to use the Constable.

THREE DAY NUISANCE NOTICE:

This notice is used for what you consider a nuisance. It requires a specific non-discriminatory written reason and has absolutely nothing to do with rent. You do not count the day of service. The defendant has 3 working days to fix the problem stated in the notice. You need to return to the Constables office after the 3rd day(return must be a business day), if you have elected to use the Constable's office for the eviction. Upon expiration of the

The Court does not notarize signatures.

- Present a copy of the Notice, an original signature on the Affidavit of Service and Certificate of Mailing when filing for the 24-Hour Lockout.

Notice is Posted:

If unable to serve the tenant or occupant, server and witness must do the following:

- Post Notice in a conspicuous place.
- Mail a copy of Notice to tenant. (Obtain a Certificate of Mailing from the Post-Office- Not Certified Mail.)
- Sign an Affidavit of Service. (Signatures must be notarized). The Court does not notarize signatures.
- Present a copy of the Notice, an original signature on the Affidavit of Service and Certificate of Mailing when filing for the 24-Hour Lockout.

TENANT

Upon receiving a NOTICE stating that you have the right to contest the Notice by filing an Affidavit with the Justice of the Peace, Las Vegas Township (or the Township in which you reside, that you are not in default in payment or rent/ violation of lease.

The following action must be taken prior to the expiration time stated in contest:

1. Bring your Notice(s) to the Court prior to the expiration time stated on the Notice.
2. Provide the Court with a current picture I.D.
3. A filing fee of \$ 20.00 will be charged
4. If you prepare your own Affidavit, your signature MUST be notarized.

Upon filing a protest with the Court, you will be assigned a court date. Provide a copy of your Affidavit to the Landlord before the court date.

If you cancel the eviction with the Deputy Constable, then change your mind, you will have to start the eviction process from the beginning.

Once an order is received from Justice Court and lock-out fees are paid, we MUST proceed the next business day. NO EXCEPTIONS. Failure to follow this procedure will result in the eviction being canceled and you will have to start the eviction process from the beginning.

What to do with tenant's belongings left behind?

The Landlord is liable for their belongings for 30 days from day of the lock-out. You may charge a reasonable storage fee, but cannot hold the property for the rent that was due. If you choose, you may contact a storage company to have tenant's property inventoried and stored.

REQUIREMENTS FOR SERVICE:

Personal Service:

Server and witness must do the following:

- Serve notice on tenant
- Have Tenant sign landlord's copy. (If the tenant refuses to sign, write Tenant Refused to sign.)
- Server and witness sign an Affidavit of Service
- If tenant refused to sign, server and witness signatures must be notarized. (The Court does not notarize signatures)
- Present a copy of the Notice and original signature on the Affidavit of Service when filing for the 24-Hour Lockout.

Service on an Individual Other Than The Tenant:

If unable to serve the tenant, server and witness must do the following:

- Notice is served on occupant, not the tenant.
- Mail a copy of Notice to tenant. (Obtain a Certificate of Mailing from the Post Office - Not Certified Mail.)
- Sign an Affidavit of Service. (Signatures must be notarized).

3-Day Notice a 5-Day Unlawful Detainer must be served.

THIRTY DAY NO-CAUSE NOTICE:

No reason required. Upon expiration of the 30-Day Notice, a 5-Day Unlawful Detainer Notice must be served. Participants will retain their vouchers when no-cause evictions are processed.

FIVE DAY UNLAWFUL DETAINER:

This is the follow-up notice to 3-day, and 30-day notices. Days are counted like a 5day pay or quit notice (business days). There is an additional fee for this notice, if you are using the Constable's office.

IMPORTANT REQUIREMENT: Statue requires that all 3-Day and 5-Day Notices must contain the following statement: "You are advised that you have the right to contest this Notice by filing, within the time stated for the payment of rent or surrender of the premises, an Affidavit with the Justice of the Peace in Las Vegas Township (or other area Township if not lease in Las Vegas Township), stating that you are not in default in payment of rent/ violation of lease."

Note: The 3 or 5 days does not include the week-ends, holidays, or date of service. Upon the tenant filing an Affidavit with the Justice Court contesting the eviction, the tenant will receive a court date three business days from the date of filing. The owner/ landlord will be notified by phone of the court date.

IMPORTANT:

Include your phone number on all notices so you can be notified of your court date. The 4-Hour Lockout must be filed by 4:00pm the day prior to the court date. If you cannot be notified, the court date will be vacated and the rest 7 to 10 days after you file for the 24-Hour Lockout.

Landlords with more than one rental unit are required to prepare their own paperwork (instructions and forms are provided by the Court at no cost). A filing fee of \$46.00 per filing will be charged. Credit cards are not accepted by Clark County Justice Courts.

What happens next, if you use the Constables Office?

The Constables Office will serve the notice. You will return on the date printed on your receipt to continue with the eviction.

When you return to the Constable's office, you will be handed the actual notice and instructed to take it to Justice Court to file an Affidavit of Complaint for the Summary Eviction. The Court requires that all paperwork be typed—Justice Court's filing fee is \$46.00. After filing with the court, you will be handed an Instruction Sheet. You are to bring the Instructions back to the Constable's office and will need to pay Lock-out fees (\$42.00 plus \$ 4.00/mile). If you choose not to continue with eviction (for whatever reason) simply do not return to the Constable's office. Notices not picked up within 30 days will be destroyed.

What to expect after you file in Justice Court?

If papers are filed in court prior to noon, the Constable's office should receive a signed court order the same day. Signed notices will be posted the next business day and the Constable's office will lock-out the property the following business day unless the tenant contest the notice. Locks must be changed at the time the deputy puts the seal on the door. If you need assistance in contacting a locksmith, the deputies can assist. The deputy will contact you between 8:00am-11:00am the day of the scheduled lock-out to set-up a time to meet. If you are not available, the eviction CAN NOT BE COMPLETED OR POSTPONED.

If the tenant contests the notice, Justice Court will contact you. If you have questions regarding this matter, please contact Justice Court at (702-671-3478). If Justice Court informs you to file your paperwork, you will need to come to the Constables Office to pick-up a copy of your NOTICE to take to Justice Court for filing, Justice Court fee is \$46.00. You DO NOT need to return to our office until after your court date.

What to do after court?

If the Judge orders an eviction, immediately bring Instructions to Constable's Office and pay the lock-out fee. Orders will be posted the next business day after the Constable's office receives

it and the lock-out will occur the day after the posting.

You will need to bring the "Instruction to the Constable" to our office and pay lock-out fees.

If the court kept your instructions, you need to go there first to pick them up. Since the refund process can take 8-12 weeks, it is suggested you pay for lockout fees ONLY after you know the tenant is going to abide by the Judge's instructions.

After Eviction is Completed.

When an eviction is completed, the Landlord must inventory and store the tenant's property 30 days. They may not charge back rent, but can charge a reasonable storage fee. The tenant has to make arrangements with the Landlord to pick up their property. The Landlord has to notify the tenant in writing, prior to the last 14 days, by CERTIFIED MAIL, that he is disposing the property after the time has lapsed.

Cancel Lockout

It is suggested, if someone moves out, go ahead with the eviction process to avoid any problems that may arise if the tenant tries to move back into the unit.

Cancel Eviction/Tenant Paid

When the deputy calls to follow-up with the lock-out, inform him that the tenant has paid and no eviction will be necessary. The Constable's Office can not accept cancellation of evictions over the telephones or fax.

Order to Rescind

An order to rescind must be done in Justice Court then brought to the Constable's Office for lock-out fees refund. Order must be in this office the day before action is to be taken or Constable's Office will be unable to refund. If posting has already been done and you file an order to rescind the day before the lock-out, only ½ of the refund will be issued (8-12 weeks for refund).