



Release Date: 10/15/2020

LVL EVICTIONS NEWSLETTER

2nd UPDATE ... Nevada Rent Evictions?

We are again updating this newsletter because of what is happening in the NV Supreme Court, to which is trickling down to the lower Courts (District Court, Justice Court).

We apologize for bringing you bad or good news depending upon how you look at it. You have to make some HARD decisions on what to do on Rent Evictions.

We will be providing a simple general overview on what you should know about Rent Evictions.

In General, the problem lingering NOW, about Rent Evictions, is the CDC Rent Protection Order, passed down by President Donald Trump, which protects Tenants from Rent Evictions UNTIL 12/31/2020 at 11:59pm, BUT this is NOT and AUTOMATIC Rent protection. Tenants and Adults, living in the Property are ONLY protected if EACH Adult signs, dates and delivers the CDC Rent Declaration to the Landlord.

We will make every attempt to keep our readers up to date as Rent Eviction changes arise (get revised by the Federal Government, President Donald Trump, and/or our Nevada Government.)

FINAL NOTE : You CAN always evict the Tenant for other issues past Rent See notices that can be served on 08/01/2020 and 09/01/2020 below.

What are Landlords and Tenants to do?

SB 151, Sec-4.1 (a,b,c) {effective 07/01/2019} = NRS 40.280. Notices **MUST** be served by the **sheriff**, a **constable**, a **licensed process server**, or the **agent of an attorney** licensed in Nevada.

What Does This All Mean for Rent Evictions?

FACT-1: 7-Day Rent notices can be served, effective Thursday, 10/15/2020.

FACT-2: If Tenant files a Tenant Answer with the Court, your Rent Eviction case is immediately set for Mediation, as long as NO CDC Rent Declaration is within Tenant Answer.

FACT-3: If Tenant delivers a CDC Rent Declaration to Landlord, then Rent Eviction is DEAD.

NEXT, you have to choose which PROCESS works best for you. There is NO Crystal Ball to see into the future, on what your Tenant will do.

PROCESS-1 [RENT]: Tenant does NOT fight you in Court, AND NEVER deliver a CDC Rent Declaration to Landlord.

- 1) 7-Day Rent notice is served on Tenants.
- 2) LVTS (Landlord Verify Tenancy Status) is performed.
- 3) Eviction is filed with Court.
- 4) Tenant does NOT file an Answer with the Court and does NOT deliver a CDC Rent Declaration to Landlord.
- 5) Court makes a decision on Rent Eviction.

PROCESS-2 [RENT]: Tenant FIGHTS you in Court, AND NEVER delivers a CDC Rent Declaration to Landlord.

- 1) 7-Day Rent notice is served on Tenants.
- 2) LVTS (Landlord Verify Tenancy Status) is performed.
- 3) Eviction is filed with Court.
- 4) Tenant FILES an Answer with the Court, BUT does NOT deliver a CDC Rent Declaration to Landlord.
- 5) Court sets an Eviction hearing date and time (at least 30 calendar days after filing Eviction).

- 6) Court assigns case to an Administrator (immediately after filing Eviction).
- 7) Administrator assigns case to a Mediator (within 2 judicial days after receiving order from Court).
- 8) Mediator sets the date, time, location and communication of mediation (within 3 judicial days after Administrator assigns Mediator).
- 9) Mediation MUST be completed at least 3 judicial days before the Eviction hearing date and time (regardless of outcome).
- 10) Mediator MUST file the mediation outcome with the Court at least 2 judicial days before the Eviction hearing date and time (regardless of outcome).
- 11) All parties appear at Eviction hearing date and time, and Court makes a decision on Rent Eviction.

PROCESS-3 [RENT] : Tenant FIGHTS you in Court, AND DELIVERS a CDC Rent Declaration to Landlord DURING Eviction hearing.

- 1) 7-Day Rent notice is served on Tenants.
- 2) LVTS (Landlord Verify Tenancy Status) is performed.
- 3) Eviction is filed with Court.
- 4) Tenant FILES an Answer with the Court, BUT does NOT deliver a CDC Rent Declaration to Landlord.
- 5) Court sets an Eviction hearing date and time (at least 30 calendar days after filing Eviction).
- 6) Court assigns case to an Administrator (immediately after filing Eviction).
- 7) Administrator assigns case to a Mediator (within 2 judicial days after receiving order from Court).
- 8) Mediator sets the date, time, location and communication of mediation (within 3 judicial days after Administrator assigns Mediator).
- 9) Mediation MUST be completed at least 3 judicial days before the Eviction hearing date and time (regardless of outcome).
- 10) Mediator MUST file the mediation outcome with the Court at least 2 judicial days before the Eviction hearing date and time (regardless of outcome).
- 11) All parties appear at Eviction hearing date and time.
- 12) Tenant delivers to Landlord at Eviction hearing the CDC Rent Declaration.**

-- 13) Court **DENIES** Rent Eviction due to CDC Rent Declaration.

PROCESS-4 [RENT] : Tenant **FIGHTS you in Court, AND DELIVERS a CDC Rent Declaration to Landlord **DURING** Mediation.**

-- 1) 7-Day Rent notice is served on Tenants.

-- 2) LVTS (Landlord Verify Tenancy Status) is performed.

-- 3) Eviction is filed with Court.

-- 4) Tenant FILES an Answer with the Court, BUT does NOT deliver a CDC Rent Declaration to Landlord.

-- 5) Court sets an Eviction hearing date and time (at least 30 calendar days after filing Eviction).

-- 6) Court assigns case to an Administrator (immediately after filing Eviction).

-- 7) Administrator assigns case to a Mediator (within 2 judicial days after receiving order from Court).

-- 8) Mediator sets the date, time, location and communication of mediation (within 3 judicial days after Administrator assigns Mediator).

-- 9) Tenant delivers to Landlord at mediation the CDC Rent Declaration.

-- 10) Mediation MUST be completed at least 3 judicial days before the Eviction hearing date and time (regardless of outcome).

-- 11) Mediator MUST file the mediation outcome with the Court at least 2 judicial days before the Eviction hearing date and time (regardless of outcome).

-- 12) All parties appear at Eviction hearing date and time.

-- 13) Court **DENIES** Rent Eviction due to CDC Rent Declaration.

PROCESS-5 [RENT] : Tenant DELIVERS a CDC Rent Declaration to Landlord **WITHIN the Tenant Answer, NOT before.**

-- 1) 7-Day Rent notice is served on Tenants.

-- 2) LVTS (Landlord Verify Tenancy Status) is performed.

-- 3) Tenant does NOT deliver CDC Rent Declaration to Landlord.

-- 4) Eviction is filed with Court.

-- 5) Tenant **FILES** an Answer with the Court, **AND** includes the CDC Rent Declaration to Landlord.

-- 6) Court **DENIES** Rent Eviction due to CDC Rent Declaration.

PROCESS-6 [RENT] : Tenant DELIVERS a CDC Rent Declaration to Landlord AFTER Rent notice was served, NOT before.

-- 1) Tenant does NOT deliver CDC Rent Declaration to Landlord.

-- 2) 7-Day Rent notice is served on Tenants.

-- 3) LVTS (Landlord Verify Tenancy Status) is performed.

-- 4) Tenant **DELIVERS** the CDC Rent Declaration to Landlord.

-- 5) Rent Eviction is **DEAD**, Landlord can **NOT** start Rent Eviction **UNTIL 01/01/2021**.

PROCESS-7 [RENT] : Tenant DELIVERS a CDC Rent Declaration to Landlord BEFORE Rent notice is served.

-- 1) Tenant **DELIVERS** the CDC Rent Declaration to Landlord, **BEFORE** any Rent notice is served.

-- 2) Rent Eviction is **DEAD**, Landlord can **NOT** start Rent Eviction **UNTIL 01/01/2021**.

PROCESS-8 [RENT] : WAIT until 01/01/2021 to evict Tenant for Rent.

FINAL NOTE : You CAN always evict the Tenant for other issues past Rent See notices that can be served on 08/01/2020 and 09/01/2020 below.

Newsletter History Below

[Links to recent changes made by the Justice Court and NV Supreme Court, effective 10/15/2020.](#)

Justice Court added Friday as Non-Judicial Day to Court Calendar

NV Supreme Court Temporary Residential Summary Eviction Mediation Rules (ADKT 0567), effective 10/15/2020

[NV SUPR CT, Temporary Residential Summary Eviction Mediation Rules, ADKT 0567](#)

Notices that CAN be served starting on 08/01/2020

NOTE-1a : The following notice can be served, unless the highly intelligent Nevada State Government changes it with a Senate Bill or Executive Order.

- 5-Day Lease Violation
- 3-Day Nuisance
- 5-Day Abandonment
- 5-Day Tenancy-At-Will
- 45-Day Rent Increase
- 24-Hour Inspection/Maintenance
- Standard Sale Notice To Tenants
- 5-Day Unlawful Detainer.

Notices that CAN be served starting on 09/01/2020

NOTE-1b : The following notice can NOT be served, unless the Nevada State Government changes it with a Senate Bill or Executive Order.

- 30-Day No Cause
- 30-Day Termination Letter

Notice that CAN be served starting on 10/15/2020

NOTE-1c : The following notice CAN be served, unless the Nevada State Government changes it with a Senate Bill or Executive Order your Tenant presents you with a Federal CDC COVID-19 Rent Protection Declaration page.

- 7-Day Rent

Courts Authority to STAY any Eviction for up to 30 calendar days

NOTE-2 : Even though the above notices in NOTE-1a and NOTE-1b can be served, there is still an issue with the Courts having the authority to Stay (delay) any Eviction for up to 30 calendar days to setup a Mediation Process for resolution (SBI, Chapter 5), unless the famous Nevada State Government changes it with a Senate Bill or Executive Order.

NOW..... How do you know if the Court is going to STAY your eviction? You DON'T KNOW. There is NO Crystal Ball you can look in to tell the future. It is up to the Judge in that Court.

ANYWAY..... Regarding Rent..... Landlords and Tenants should always try to work together to resolve this unforeseen COVID-19 rent issue. NOW..... Let's look at what needs to happen.

Rent Repayment Plan Overview. Governor Steve Sisolak has issued Directive 025 as a solution to get the Landlord and Tenant rent issue under control. Section 1 of Directive 025 pertains to a Rent Repayment Plan ("Lease Addendum And Promissory Note For Rental Arrearages Due To COVID-19"). Here is what you need to know about the Rent Repayment Plan.

1. Entering into a Lease Addendum/Promissory Note is VOLUNTARY not REQUIRED. {see Section 1, line 4}

2. Landlords need to make sure that their Rent Ledgers are up to date. All money received should have went to any outstanding debt in the order it was accrued (oldest debt paid off first).

3. Landlord can only apply late fees to any rent owed prior to 03/30/2020 and after 10/14/2020.

4. Landlord can NOT apply any late fees to rent owed between 03/30/2020 to 10/14/2020.

5. Nevada State SUGGESTED using a fifteen percent (15%) of monthly rent as a good repayment figure, in addition to the normal monthly rent. {see Lease Addendum and Promissory Note, PG-2, Section-B}

Example: \$1,000.00 monthly rent x .15 (15%) = \$150.00/month extra rent + \$1,000.00 monthly rent = \$1,150.00/month total rent.

6. Landlord must decide whether to use the SUGGESTED repayment percentage (15%) or use your own percentage that works for both you and your tenant. You should work with your tenant to see what percentage he/she is comfortable in repaying. Normally the shortest repayment plan works best for both Landlord and Tenant, as long as the Tenant can afford the extra rent amount due.

7. Landlord should send Tenant an email with the Repayment Plan laid out until rent goes back to normal rent (no Repayment Plan owed).

8. If Tenant agrees to Repayment Plan, you enter into (both Landlord and Tenant sign, date and initial) a "Lease Addendum and Promissory Note for Rental Arrearages Due to COVID-19" in accordance with Directive 025.

9. If Landlord and Tenant can NOT come up with an agreeable Repayment Plan, then keep that correspondence (email, text, letter, fax) and proceed with a 7-Day Rent notice.

10. 7-Day Rent notices can be served on 10/15/2020. Governor Sisolak, on 08/31/2020, by Directive 031, extended the Rent Evictions protection, which was going to end on 08/31/2020 @ 12:00 midnight, now will end 45 days later, (08/31/2020 + 45 days = ends on 10/14/2020 @ 12:00 midnight).

NOTE-3: Again, the above overview is subject to change depending upon our Nevada State Government making changes with a Senate Bill or Executive Order.

Example of a Rent Repayment Plan

Total Rent + Late Fees Owed prior to 03/30/2020 = \$0.00 {Directive 025}

Total Rent Owed (03/30/2020 to 08/31/2020) = \$4,000.00 {Directive 008, 025}

Normal Rent = \$1,000.00/month {Lease}

Directive 025, Suggested Periodic Payment (15% of monthly rent**) = \$150.00/month

** This is a SUGGESTED percentage not a MUST percentage.

a) Example of Repayment Plan {Directive 025 Repayment SUGGESTED, **15%** of monthly rent, **\$150**/month extra}

--- \$1,150.00/month {1st – 26th months: \$1,150.00, 27th month: \$1,100.00} = **(27)** months Repayment Calculation

b) Example of Repayment Plan {Other than SUGGESTED, **20%** of monthly rent, **\$200**/month extra}

--- \$1,200.00/month = {1st – 20th months: \$1,200.00} = **(20)** months Repayment Calculation

c) Example of Repayment Plan {Other than SUGGESTED, **25%** of monthly rent, **\$250**/month extra}

--- \$1,250.00/month = {1st – 16th months: \$1,250.00} = **(16)** months Repayment Calculation

d) Example of Repayment Plan {Other than SUGGESTED, **30%** of monthly rent, **\$300**/month extra}

--- \$1,300.00/month = {1st – 13th months: \$1,300.00, 14th month: \$1,100.00} = **(13)** months Repayment Calculation

e) Example of Repayment Plan {Other than SUGGESTED, **35%** of monthly rent, **\$350**/month extra}

--- \$1,350.00/month = {1st – 11th months: \$1,350.00, 12th month: \$1,150.00} = **(12)**
months Repayment Calculation

NOTE-4: The higher the repayment percentage the shorter the repayment time and the higher the extra rent payment. Landlords and Tenants should be reasonable and work together.

State of Nevada links to Executive Orders/Senate Bills/etc. regarding this newsletter release date.

Directive 008, STOPS All Notices, Evictions and Lockouts.

[Directive 008, 03-29-2020, COVID-19 Declaration of Emergency](#)

Directive 025, Restarts Evictions in Stages, July, August, September 2020.

[Directive 025, 06-25-2020, COVID-19 Declaration of Emergency](#)

Directive 025, Lease Addendum and Promissory Note

[Directive 025, 06-25-2020, Lease Addendum and Promissory Note](#)

SBI, Chapter 5, Section 1, Allows Courts to Stay any Evictions for up to 30 days to establish a Mediation Procedure for Landlord/Tenant Evictions.

[SBI, Chapter 5, Up To 30 Day Stay for Evictions By Court](#)

Directive 031, Section 1, Extends Rent Evictions by 45 days from September 1, 2020 to October 15, 2020.

[Directive 031, 08-31-2020, COVID-19 Declaration of Emergency](#)

What State of Nevada Should Have Done for Landlords and Tenants.

This Rent eviction issue is really becoming an BIG problem and annoyance. It appears that Tenants are getting the best of this deal. Tenants do not have to pay rent as long as the State of Nevada STOPS rent evictions. If the Nevada State Government wanted to stop the evictions, protect the Tenants and HELP the Landlord, then our government should have done the following:

1. Tenants be required to submit their applications for Rent Assistance to the State. This can be submitted online, fax, email or by regular mail.
2. Landlords be required to submit the Leases to the State for Rent Assistance. This can be submitted online, fax, email or by regular mail.

3. State be required to validate that Tenants are entitled to have their rent paid to Landlord through Rent Assistance. All State, County and City employees work to validate the application. Phone calls, faxes, emails, etc. to employers. Any Tenant caught lying to the State is prosecuted.
4. Landlords receive rent from the State for all Tenants that qualify.
5. Any Tenants that do not qualify, Landlord has the right to evict those Tenants.

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