

JUSTICE COURT, TOWNSHIP OF LAS VEGAS
CLARK COUNTY, NEVADA

1
2 Landlord's Name: Encantada Apartments
3 Landlord,
4 vs. Russell Greer
5 Tenant's Name: Rica Calimquim
6 Address: 401 N 28th Street 139
7 City, State, Zip: Las Vegas, NV 89101
8 Phone: 801-895-3501
9 E-Mail: russellgreer27@icloud.com
10 Tenant.

Case No.: 25E025356
Dept. No.: Department #: LVJC Civil Evictions

TENANT'S AFFIDAVIT IN
OPPOSITION TO SUMMARY
EVICTION REGARDING
NONPAYMENT OF RENT

11 Tenant, appearing in proper person, contests this matter under NRS 40.253 as follows:

- 12 1. What is the address on the notice you received, including city, state, and zip code:
401 N 28th Street , 139 Las Vegas, NV 89101
- 13 2. Do you live in a weekly? No / Yes
14 a. If Yes, how often is your rent due? _____
- 15 3. What is the date the eviction notice was given to you? (Please copy this information from
16 your eviction notice) 8/8/2025
- 17 4. Do you have a completed application with Clark County Social Services that shows a
18 pending status? (FI CHAP, E CHAP or WSAP?) No / Yes
- 19 5. Is your Landlord claiming you owe more than 3 months' rent? No / Yes
- 20 6. Are you 62 years old or older? No / Yes
- 21 7. Do you, or does someone living with you, have a disability they are receiving SSI benefits
22 for? No / Yes
- 23 8. Are there children in your home? No / Yes If Yes, list how many and their ages:

- 24 9. **My defense(s) to the notice claiming I owe rent are: (check all that apply):**
- 25 a. I moved out and gave my keys to the landlord.
- 26 b. I disagree with the amount of rent the Landlord claims I owe.
- 27 c. My rent is paid in full
- 28 d. I tried to pay my full rent, but my Landlord refused to accept it.

- 1 e. Landlord accepted partial payment of my rent.
- 2 f. The rent amount stated in the notice includes costs or fees that are not regular rent
or late fees.
- 3 g. Landlord is charging a late fee more than 5% of regular rent.
- 4 h. (To raise this defense you must give your full rent to the court to hold before the
hearing date) I sent Landlord written notice about a habitability problem at my rental
5 unit. Landlord did not fix, or try to fix, the problem in 14 days. Therefore, I am holding
back payment of rent.
- 6 i. (To raise this defense your rent must have been up to date at the time you sent
7 written notice to Landlord.) I sent Landlord written notice of an "essential services"
8 problem at my rental unit (heat, air conditioning, running or hot water, electricity, gas, a
working door lock, or other essential item or service). Landlord did not fix, or try to fix,
9 the problem in 48 hours. Therefore, I am holding back payment of rent.
- 10 j. I corrected a habitability problem at my rental unit and am removing the cost from
my rent after giving Landlord a detailed statement. I gave Landlord written notice of
11 the problem, and Landlord did not fix the problem in 14 days after my notice.
- 12 k. Landlord's notice was not served on me as required by law, or the notice did not in
other ways follow Nevada law.
- 13 l. Landlord is discriminating against me in violation of the Federal Fair Housing Act or
Nevada law.
- 14 m. Landlord is retaliating against me for taking part in certain protected acts.
- 15 n. I am a tenant in a property that has been foreclosed on and sold. The new owner:
- 16 i. Did not give the notice of change of ownership required by law;
- 17 ii. Violated the law by failing or refusing to give me an additional 60 days in the
property;
- 18 iii. Is using the summary eviction process in violation of the law, which requires
the formal unlawful detainer process.
- 19 o. Other defense (explain below).

20 **(State the facts and circumstances that support the defenses you checked. Financial
hardship - not having the money to pay your rent - is not a defense to a non-payment of
rent notice)**

21 For me to establish that I thought I was an approved sub-letter or a "periodic tenant," I need to go over
22 the events of the last 3 months

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See **ADDENDUM** to General Defenses

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Pursuant to NRS 70.010 and JCRCP 110, I ask the Court to delay ("stay") enforcement of any summary order for (insert number of days, up to 10) 10 days for the following reasons (explain below):

My roommate (the listed tenant) took my rent and said they were going to pay the landlord, but they ran off to San Francisco. I have been living in Apt 139 for nearly 90 days as an approved monthly subletter guest (known under Nevada law as a periodic tenant) and therefore the 7 day notice posted on the door is inadequate, when I should have been served a 30 day notice to vacate. I am disabled and I asked the landlord to give me until the end of the month to move out and they refuse.

THEREFORE, I ask that Landlord receive nothing requested in Landlord's Affidavit/Complaint, or instead ask for a delay in the issuance of an order for eviction.

I understand that as long as the filing of this affidavit is timely, I will receive notice of any hearing by e-mail and/or regular U.S. Mail.

To avoid an eviction on my record, I am willing to move out before the hearing date and give the keys to the landlord before or at the hearing.

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

8/18/2025
(Date)

Russell Greer
(Print your name)

/s/ Russell Greer
(Sign your name)

CONTINUATION TO TENANT'S AFFIDAVIT/ANSWER
IN OPPOSITION TO SUMMARY EVICTION

1
2 Rica contacted me on May 25th via a Craigslist listing I had posted looking for a room
3 and they said they were looking for a roommate (Rica is a trans woman and so Rica will
4 be referred to as "they"). I actually had no idea they were transgender, as their
5 Facebook said she/her. Eventually through a few phone calls, they said I could move in
6 and they would charge me lower rent because I'm disabled.

7
8 It wasn't until I moved in on June 1st that I discovered (A) they were actually
9 transgender (so they were a biological male) with apparent male attributes that
10 photoshop must have covered (e.g. broad shoulders, nearly my height of 5'8, a five o
11 clock shadow), (B) they had no job, (C) they had very weird religious beliefs (like
12 throwing rice on the floor or banging a cow bell to ward off "evil spirits" and (D) they were
13 running an illegal massage business out of the apartment.

14
15 I had just moved in and I didn't have the energy to move back out. I had just gone
16 through 3 other weird living situations over the past 6 months and didn't have the energy
17 to find a new place. So I just stayed in my room when I was at the apartment. Living with
18 Rica was a nightmare. But that's not the important part.

19
20 The important part is that I was led to believe that I was an approved sub letter (Rica
21 referred to it as a guest) and Rica claimed that they had talked to the office and that I
22 didn't need to sign anything. I never verified because that's not a good look to not trust
23 your roommate. Rica was a very manic person and I was afraid to rock the boat and get
24 kicked out, as they would sometimes randomly get in my face and go into weird rants.

25
26 I would walk through the gates, use the code, use the laundry room and never once was
27 I stopped for being an unapproved tenant. For nearly 90 days.

28
29 I had tried moving out in July, but I couldn't find a room.

30
31 Then on July 26th, Rica tells me that they are moving to San Francisco. I told them
32 They need to give me a 30 day notice. They said ok. And we both agreed I would pay
33 my share of rent (\$500) for August. I assumed the rent was going to the rental property
34 to prevent an eviction. And I assumed they were paying their share too.

35
36 Rica claimed on July 26th that they talked to the office and that I could stay until the end
37 of August. They then asked for the money thru text. I asked one more time: "are you
38 sure I can stay for 30 more days." They replied, "yeah, stop tripping." EXHIBIT A. I then
39 sent the money to them thru Zelle and labeled it "August rent". Exhibit B.

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41 They moved out. So on August 8th, when I got home from work, I was surprised to see
42 an eviction notice on the door for non payment of rent. The balance showed that Rica
43 had NOT put my money towards the rent. Instead, they pocketed my money. Rica
44 clearly took advantage of me because I'm a disabled adult.

CONTINUATION TO TENANT'S AFFIDAVIT/ANSWER
IN OPPOSITION TO SUMMARY EVICTION

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I asked rica that night why they committed fraud and they refused to reply . Exhibit c.

I then tried contacting the office and explain my situation and they too ignored me.
exhibit d. I went into the office and a lady said she would not talk to me because I'm
Not on the lease.

Protected under the law

If this is how this apartment complex conducts business, then ok, but I still have rights
because I was led to believe for 90 days that I was approved as a month to month guest
(a periodic tenant) to live there and therefore their 7 day notice is invalid because I had
established periodic tenancy (as a month to month renter) and they are legally required
to give me a 30 day notice. (NRS 40.251(1)(A)(2).

The apartment complex also has 3 of my items that came thru the mail and they refused
to give them to me. The mailbox isn't opening and they won't give me my items.

I ask this court to please deny the eviction and require the complex give me 30 days to
move out. I also ask this court to order the apartment give me my mail.

JUSTICE COURT, TOWNSHIP OF Las Vegas
CLARK COUNTY, NEVADA

Owner's Name: _____
Business Name: Encantada apartments
Agent's Name: Graciela Rodas
Address: 401 N 28th St
City, State, Zip: Las Vegas , Nevada 89101.
Phone: 702-7654715
E-Mail: encantadamanager@amgnevada.com

Case No.: 25E025356
Dept. No.: Department #: LVJC Civil Evictions

Landlord,
vs.
Tenant's Name: Rica Calimquim ,ETAL
Tenant.

LANDLORD'S COMPLAINT FOR
SUMMARY EVICTION FOR
NONPAYMENT OF RENT

Landlord or Landlord's authorized agent states as follows pursuant to NRS 40.253:

1. I am the (check one box) owner or owner's agent of the rental premises located at (insert rental's address, including city, state, and zip) 401 N 28th ST # 139 Las Vegas , Nevada 89101.

2. The tenancy started on (insert date) 07/18/2024.

3. The amount of Tenant's rent is (insert amount) \$ 1050.00 per (check one) month, week, or other (specify) _____.

4. Tenant paid the following deposits (insert amounts): Rent deposit of \$ _____, security deposit of \$ 1,050.00, and cleaning deposit of \$ _____.

5. Tenant's rent became delinquent on (insert date) 08/01/2025, and Tenant has remained in possession without paying rent since that date.

6. I verified Tenant continued in possession of the rental premises following the expiration of the Notice to Pay Rent or Quit on (insert date you checked rental premises) 08.20.2025.

7. Tenant owes the following amounts:

\$ 1,088.01 in periodic rent

\$ 57.26 in late fees

\$ 1,145.27 TOTAL now due and delinquent.

8. Tenant was served with a written notice to pay rent or quit on (insert date notice served) 08.08.2025 in compliance with NRS 40.280, and a copy of that notice and proof of service is attached or submitted with this complaint.

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9. Tenant (check one box) did not sign a written rental agreement, or did sign a written rental agreement, and a copy of that agreement is attached or submitted with this complaint.

10. Tenant's rent (check one box) is not, or is subsidized by a public housing authority or governmental agency, and a copy of the Housing Assistance Payment Contract (or "HAP") is attached or submitted with this complaint and I have provided Southern Nevada Regional Housing Authority with a copy of the eviction notice pursuant to 24 C.F.R. § 982.310(e)(2)(ii).

11. I do not do request to mediate this issue. (Answer the following questions even if you are not requesting mediation.)

12. If sent to mediation, I prefer (check one box) an in-person mediation a telephonic mediation a video-conference mediation.

13. The following individual has the authority to settle the case and would participate in mediation if mediation proceeds: (check all that apply) myself other individual with authority:

(write the names of all the individuals with authority who plan to be at the mediation)

Graciela Rodas

14. The mediator may contact me/the individual with settlement authority at the following.

Phone number: (insert the best phone number for the mediator to make contact)
702_765_4715

Email: (insert the best email for the mediator to make contact)
encantadamanager@amgnevada.com

Mailing Address: (insert best mailing address for mediator to make contact)
(Street Address): 401 N 28th St
(City, State, Zip): Las Vegas, Nevada 89101.

15. I am moving for an exemption from a stay of this case due to a realistic threat of foreclosure. The following facts demonstrate that I am facing a realistic threat that the rental property will be foreclosed upon unless I am able to evict the tenant (describe what facts that show the threat of foreclosure):

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16. I am moving to rebut Tenant's affirmative defense regarding a pending rental assistance application, based on the following facts: *(describe what facts support your rebuttal to the affirmative defense):*

17. I did *not* did receive a Declaration from the tenant pursuant to the Department of Health & Human Services Centers of Disease Control & Prevention's Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19. *85 Fed. Reg. 173 (Sept. 4, 2020).*

Tenant has not complied with the obligations of tenants set forth in Chapter 118A of the NRS by defaulting on the rent. THEREFORE, Landlord asks the Court to enter a date for mediation, or alternatively, an Order for Summary Eviction of Tenant.

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

08.20.2025
(Date)

Graciela Rodas
(Type or print name)


(Signature)

7-DAY EVICTION NOTICE FOR FAILURE TO PAY RENT

(Para leer la versión de esta notificación en Español, vaya a <https://tinyurl.com/2swxbdtr>)

TO: Rica Calimquim

Tenant(s) name(s) (First Name, Last Name)

and all occupants named tenant(s) only

401 N 28th St. 139

Property street address

Tenant(s) telephone number

Las Vegas NV 89101

City, state, zip code

Tenant(s) e-mail address

**THIS IS A LEGAL NOTICE THAT STARTS NEVADA'S EVICTION PROCESS.
YOU COULD BE LOCKED OUT WITHOUT A COURT HEARING IF YOU DO NOTHING!**

You have 7 days after 8.8.2025 to take action (not counting weekends and certain holidays).
(Date of Service)

Your landlord claims that you owe rent for the period of (months' rent is owed for) 8.1.2025 to 8.31.2025. You have 7 business days (not counting weekends and holidays) to take action. If you do not take action by your deadline to act, the court can order your eviction without a hearing at your landlord's request.

If the court orders an eviction, the constable or sheriff will post the eviction order on your door within 24 hours and will return 24 to 36 hours later to lock you out. The eviction order and lockout can happen quickly without any more notice from your landlord.

There are 3 ways you can avoid being evicted and locked out:

- 1. You can submit an Answer to the court.** If you submit an Answer form to the court clerk by your deadline to act, the court will schedule a hearing when your landlord asks for an eviction. At the hearing, you can tell the judge why you disagree with this notice.

Submitting an Answer protects you from automatic eviction. You can fill out and submit the Answer form in person at the Las Vegas Justice Court, 200 Lewis Avenue, Las Vegas, NV 89155. You can also submit the Answer online at nevada.tylertech.cloud/SRL/srl/ or by scanning this QR code (choose "SUMMARY EVICTION: Tenant's Answer"):



- 2. You can pay the Total Amount of Rent Owed.** If you pay your landlord the Total Amount of Rent Owed by your deadline to act, your landlord has no legal basis to evict you for that rent. Your landlord claims that the Total Amount of Rent Owed is:

TOTAL AMOUNT OF RENT OWED (current and past rent plus late fees): \$1,145.27

- 3. You can move out of the property.** If you move out of the property by your deadline to act, your landlord has no legal basis to evict you.

(Continued on Page 2)

Rental assistance is available at <https://chap.clarkcountynv.gov>.

Page 1

For the Tenant Answer form and more information about evictions and your rights, visit www.civillawselfhelpcenter.org.

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If your landlord (not the constable or sheriff) tries to lock you out of the property or block your entry or cut off an essential service or item required by your lease or Nevada law, you can submit a request to the court and ask the court for help.

The Las Vegas Justice Court has information about rental assistance, mediation, and electronic filing for the Tenant Answer, among other things, on its website at <http://lasvegasjusticecourt.us/>

ISSUED BY: Encantada Apartments

Landlord Name

401 N 28th St

Las Vegas NV 89101

Landlord Address, City, State, Zip Code

702.765.4715

encantadamanager@amgnevada.com

Landlord Telephone Number

Landlord E-mail Address

DECLARATION OF SERVICE

On (date of service) 8.8.2025, I served a 7-Day Eviction Notice for Failure to Pay Rent to the following address in the following manner:

(Street address where you served) 401 N 28th St. 139

(City, state, zip where you served) Las Vegas NV 89101

(check only one)

By delivering a copy to Tenant personally.

Because Tenant was absent from Tenant's residence, by leaving a copy with (name or physical description of person served) _____ a person of suitable age and discretion, AND by mailing a copy to Tenant at Tenant's residence.

Because neither Tenant nor a person of suitable age or discretion could be found there, by posting a copy in a conspicuous place on the property, AND mailing a copy to the Tenant at the place where the property is situated.

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

8.8.2025

(Date)

Alec Morgan

(Server's Name)

2848

(Server's Badge/License #)¹

Alec Morgan

(Server's Signature)

¹ A server who does not have a badge or license number may be an agent of an attorney licensed in Nevada. Notices served by agents must also include an attorney declaration as proof of service.



Certificate of Mailing — Fir

Name and Address of Sender

ENCANTADA APARTMENTS
401 N 28TH ST
LAS VEGAS NV 89101

TOTAL NO.
of Pieces Listed by Sender
6

TOTAL NO.
of Pieces Received at Post Office™
6

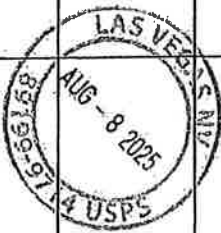
Affix Stamp Here
Postmark with Date of Receipt

Postmaster, per (name of receiving employee)



U.S. POSTAGE PAID
LAS VEGAS, NV
AUG 08 25
AMOUNT
\$4.20
S2323Y500444-18

USPS® Tracking Number Firm-Specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airfit
1. Matthew Martin 7 day pay or quit	401 N 28th St 113 LAS VEGAS NV 89101				
2. John Thorpe Jr 7 day pay or quit	401 N 28th St 118 LAS VEGAS NV 89101				
3. Aaron Kline 7 day pay or quit	401 N 28th St 124 LAS VEGAS NV 89101				
4. Lance Starks 7 day pay or quit	401 N 28th St 127 LAS VEGAS NV 89101				
5. Niccolette Forward 7 day pay or quit	401 N 28th St 134 LAS VEGAS NV 89101				
6. Rica Calimquim 7 day pay or quit	401 N 28th St 139 LAS VEGAS NV 89101				



APARTMENT LEASE CONTRACT



Date of Lease Contract: June 17, 2025 (when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) (list all people signing the Lease Contract):

Rica Calimquim

[Blank lines for additional names]

and us, the owner: Encantada

[Blank lines for owner name]

(name of apartment community or title holder). You've agreed to rent Apartment No. 139 at 401 N. 28th Street Unit # 139

Las Vegas (street address) in

(city), Nevada, 89101 (zip code) (the "apartment" or the "premises") for use as a private residence only.

The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us.

Disclosure Notice: Name and address of the person or company authorized to manage the premises: Advance Management Group 4496 S Pecos Las Vegas, NV 8912

Name and address of the person or company authorized to receive service of process, demands, and notices: AMG 4496 S Pecos Las Vegas, NV 89121

Name of principal or corporate owner: Encantada Apartments

In case of emergency, the telephone number to contact is: (702) 765-4715

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

[Blank lines for other occupants]

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 15 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the 18th day of July, 2025 and ends at 11:59 pm the 17th day of July, 2026

Renewal. This Lease Contract will automatically renew month-to-month unless either party gives at least 30 days written notice of termination or intent to move-out as required by paragraph 45 (Move-Out Notice).

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 1050.00 due on or before the date this Lease Contract is signed.

5. KEYS. You will be provided 2 apartment key(s), 1 mailbox key(s), 1 FOB(s), and/or 2 other access device(s) for access to the building and amenities at no additional cost at move-in.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ 1050.00 per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
at our online payment site, or
at

Prorated rent of \$ 474.19 is due for the remainder of [check one]: 1st month or 2nd month, on July 18 2025

Otherwise, you must pay your rent on or before the first day of each month (due date). Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks.

7. UTILITIES. We'll pay for the following items, if checked: water, gas, electricity, master antenna, wastewater, trash, cable TV, other

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

1 Rica R Calimquim 52 Graciela Rodas

In addition, we urge all tenants, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. If no box is checked, renter's insurance is not required.

Additionally, you are required to purchase personal liability insurance for damages and losses to our property caused by your conduct (or that of your occupants and guests) including, but not limited to, fire and water damage. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

9. **LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease form.

A charge of 59.00 shall apply each time a Notice or other Eviction related Notices are served for non payment of rent. In addition, there is a 25.00 fee if you should opt out of the online payments

See any additional special provisions.

11. **EARLY MOVE-OUT.** You'll be liable to us for a reletting charge of \$ 1050.00 (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

12. **REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

13. **PROPERTY LEFT IN APARTMENT.** All property left in the apartment is (unless exempt under state statute) subject to disposal if found to be abandoned under Nevada law. For this purpose, "apartment" excludes common areas but includes

interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal After Surrender, Abandonment, or Eviction. We, our agent, or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 50 - Deposit Return, Surrender, and Abandonment). Upon your request, you will be provided reasonable access to your property during the 5 days after an eviction lockout to retrieve essential personal effects (i.e., medication, baby formula, basic clothing and care items).

Storage. We or our agents will store property removed after judicial eviction, surrender, or abandonment of the apartment for a period of thirty (30) days after the abandonment, eviction, or end of the rental period. Except for essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout, we do have the ability to charge and collect the reasonable and actual costs of inventory, moving, and storage before releasing any property to you after your move-out.

Redemption. If we or our agent have removed and stored property as authorized by the state statute, you may redeem the property by paying the reasonable and actual charges for packing, removing, and storing. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We or our agent may require payment by cash, money order, or certified check. These redemption obligations do not apply to essential personal effects (i.e., medication, baby formula, basic clothing and care items) subject to retrieval in the 5 days after an eviction lockout.

Disposition or Sale. After complying with the notification and storage procedures for disposal of personal property abandoned or left on the premises, we or our agent may dispose of or sell personal property which was abandoned or left in the apartment in order to recover the reasonable and actual costs of packing, removing, and storing the property. We or our agent will make a reasonable effort to locate you and notify you of our intention to dispose of the property as provided by law. Notice will be mailed to you at your present address, and if that address is unknown, then at your last known address. Automobiles will be disposed of in accordance with Chapter 487 of the Nevada Revised Statutes.

14. **FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins you will be in default of this Lease Contract, unless rent is abated or your tenancy is terminated due to a delay in giving you possession. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges in accordance with State statute. Our rights and remedies under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident) apply under this paragraph.

15. **RENT INCREASES AND LEASE CONTRACT CHANGES.**

No Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed pursuant to applicable law.

If neither party gives proper written notice, as required by paragraph 3 (Lease Term), to terminate your tenancy at the end of the initial lease term, this Lease Contract will automatically continue month-to-month until either we or you give the other party proper written notice, as required by paragraph 3 (Lease Term), to non-renew or terminate your month-to-month tenancy. We have the right to increase the monthly rent due by giving you notice of the rent increase at least sixty (60) days in advance of the effective date of the increase. We must disclose the amount which represents property taxes paid by us and the remainder of that payment whenever the periodic rent changes or in July of each year. You may visit <https://maps.clarkcountynv.gov/scroll/scroll.asp> to obtain the property taxes paid by us in Clark County. For Washoe County please visit <https://www.washoecounty.gov/assessor/cama/index.php>. We have the right to adopt or modify rules or regulations concerning your use and occupancy of the premises in order to promote the convenience, safety or welfare of us, you, or the other residents; or to preserve the property from abusive use; or to make a fair distribution of services and facilities held out for the residents generally by giving written notice to you thirty (30) days in advance of the effective date of the new rules and regulations. The new modified Lease Contract will begin on

the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

16. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay, except as otherwise provided by law. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate the Lease Contract as set forth below. Termination notice must be in writing. After termination, you are entitled to a refund of all deposit(s), fees, charges, and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't affect the habitability of the apartment or prevent you from occupying the apartment. If we have failed to deliver possession of the apartment to you as provided by law, you may terminate the Lease Contract by giving us at least five (5) day's written notice.
17. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules upon thirty (30) day's written notice as stated in paragraph 15 (Rent Increases and Lease Contract Changes), if they are distributed and applicable to all units in the apartment community and does not affect the resident's obligation to pay rent, utilities, or other charges.

19. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes and you have obtained all necessary local licensing and zoning approvals for your business. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

20. **PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver,

or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:
- (1) has a flat tire or other condition rendering it inoperable;
 - (2) is on jacks, blocks or has wheel(s) missing;
 - (3) is not registered in Nevada or any other state, or if no license plate and/or registration sticker is displayed;
 - (4) takes up more than one parking space;
 - (5) belongs to a resident or occupant who has surrendered or abandoned the apartment or who has been ordered to vacate by any appropriate authority;
 - (6) is parked in a marked handicap space without the legally required handicap insignia;
 - (7) is parked in space marked for manager, staff, or guest at the office;
 - (8) blocks another vehicle from exiting;
 - (9) is parked in a fire lane or designated "no parking" area;
 - (10) is parked in a space marked for other resident(s) or unit(s);
 - (11) is parked on the grass, sidewalk, or patio;
 - (12) blocks garbage trucks from access to a dumpster; or
 - (13) belongs to a resident and is parked in a visitor or retail parking space.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraph 10 (Special Provision), paragraph 16 (Delay of Occupancy), paragraph 31 (Responsibilities of Owner) or paragraph 45 (Move-Out Notice), or as otherwise provided under Nevada law regarding our failure to maintain the apartment in habitable condition, failure to deliver possession of the apartment, or other proper reason provided by law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

23. **MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

24. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke detectors nor the carbon monoxide detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under state statute for the actual and reasonable cost or fair and reasonable value of the work to repair or restore the smoke detector or carbon monoxide detector to working condition. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

- 25. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions which materially affect the health or safety of ordinary persons or which render the apartment uninhabitable. We disclaim all implied warranties. You'll be given an inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided it complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring,

screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

- 26. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress).** Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. You may also have the right to vacate the premises immediately and notify us in writing within seven (7) days of your intention to terminate your tenancy, provided the fire or casualty were not caused by the deliberate or negligent acts of you, a member of your household, or another person on the premises with your consent.

- 27. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract or as otherwise provided by law. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

- 28. WHEN WE MAY ENTER.** Upon giving you any required notice, then we or our repairers, servicers, contractors, representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times during normal business hours upon giving you twenty four (24) hour advance written notice for the purposes listed in (2) below or as otherwise authorized by law. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies). We also have the right to enter your apartment without giving a 24 hour notice in case of an emergency.

- (1) In addition to any notice required by law, we will attempt to provide you written notice of the entry by leaving a copy in a conspicuous place in the apartment immediately after the entry.
- (2) We have the right to enter the apartment for any authorized reason recognized by law, including, but not limited to: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke or carbon monoxide detectors batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; removing health or safety hazards (including hazardous materials); inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest

warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 (Deposit Return, Surrender, and Abandonment).

Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge will not be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee will be due, and a rekeying fee will be due if rekeying is requested or required; and

- (3) the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing or unless otherwise provided by law, the departing resident will remain liable for the remainder of the original lease term—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.**

We'll act with customary diligence to:

- (1) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (2) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may exercise your remedies under state statute. In addition to complying with any other requirements under state law:

- (a) you must make a written request for repair or remedy of the condition and, you may be required to be current on all rent at that time;
- (b) after receiving the request, we will have the time provided by law to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;
- (c) if we haven't completed the repair within the time provided by law, or we haven't utilized our best efforts to complete the repair, you may have certain rights afforded by law to make repairs yourself or terminate your tenancy. If your tenancy is properly terminated, then security deposits and prorated rent will be refunded as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 20 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government based on a complaint that was caused primarily by the lack of reasonable care by you, a member of your household, or another person on the premises with your consent.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Eviction. If you default, we may end your right of occupancy by giving you written notice as provided by Nevada law. Notice will be delivered to you as required by Nevada law. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; unpaid past or future rent or other sums; or to continue with eviction proceedings as permitted by State statute.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) we may hold you liable for our actual damages; (3) you could be held liable by the next intended occupant of the apartment if you fail to vacate the premises; and (4) an action for possession, rent, and/or actual damages will be initiated as a result of your unauthorized hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination and lockout under state statute. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear a reasonable amount of interest not to exceed 7% per annum from due date or such other interest rate as specified or allowed by Nevada law.

Mitigation of Damages. If you move out early, you'll be subject to paragraph 11 (Early Move-Out) and all other remedies. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

- 33. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
- 34. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate your tenancy or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.
- 35. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights, isn't a waiver under any circumstances.
- 36. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.
- 37. MISCELLANEOUS.**
- A. Exercising one remedy won't constitute an election or waiver of other remedies.
 - B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
 - C. All remedies are cumulative.
 - D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
 - E. This Lease Contract binds subsequent owners.
 - F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
 - G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
 - H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
 - I. All lease obligations must be performed in the county where the apartment is located.
 - J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- 38. WAIVER OF JURY TRIAL.** TO MINIMIZE LEGAL EXPENSES AND, TO THE EXTENT ALLOWED BY LAW, YOU AND WE AGREE THAT A TRIAL OF ANY LAWSUIT BASED ON STATUTE, COMMON LAW, AND/OR RELATED TO THIS LEASE CONTRACT SHALL BE TO A JUDGE AND NOT A JURY.
- 39. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing

system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

- 40. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Premises and remove all of your personal property therefrom at the expiration of the Lease term without further notice or demand from us.

41. NOTICE: NRS 202.470 MAINTAINING OR PERMITTING NUISANCE: PENALTY.

Every person who:

1. Shall commit or maintain a public nuisance, for which no special punishment is prescribed; or
2. Shall willfully omit or refuse to perform any legal duty relating to the removal of such nuisance; or
3. Shall let, or permit to be used, any building or boat, or portion thereof, knowing that it is intended to be, or is being used, for committing or maintaining any such nuisance, shall be guilty of a misdemeanor.

You have the right to engage in the display of the US Flag. You may report a nuisance, or other violation of building, safety, health code, or regulation to the Code Enforcement office of the municipality for which the premises is located.

- 42. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

- 43. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Apartment) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments, except as required by applicable law.

- 44. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

- 45. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22 - Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraph 11 (Early Move-Out), paragraph 22 (Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide

the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, your notice is void and you must submit a new written notice. If you fail to provide proper notice and vacate, we will have all remedies available under the Lease Contract and under applicable state law.

- 46. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full or you are

otherwise permitted to move as provided by Nevada law. An improper early move-out may result in reletting charges and default under paragraph 11 (Early Move-Out) and paragraph 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

47. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

48. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

49. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke and carbon monoxide detectors batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Property Left in Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraph 6 (Rent and Charges) and paragraph 27 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon

monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges in the amount of \$ 50.00; a charge (not to exceed \$100) for owner/manager's time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus court costs and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; (2) rent if you have violated paragraph 32 (Default by Resident); and (3) a reletting fee if you have violated paragraph 11 (Early Move-Out).

50. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within the time frames and parameters set forth under state law. If you fail to provide us with your forwarding address in writing, as required above, we will process the security deposit in accordance with state law.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; (2) you have removed all or substantially all of your property; and (3) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) you have been absent from the apartment for at least fifteen (15) days; (2) you've been in default for non-payment of rent; and (3) you have not given us notice of your intent to be absent from the apartment during this period of time.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13 - Property Left in Apartment), but do not affect our mitigation obligations (paragraph 32 - Default by Resident).

Severability, Originals and Attachments, and Signatures

51. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

52. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Date form is filled out (same as on top of page 1)

06/17/2025

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (all sign below)

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

401 N. 28th St.
Las Vegas, NV 89101
(702) 765-4715

Name and address of locator service (if applicable)

⁷ Rica R Calinquin ⁵⁸ Graciela Rodas

Rica Calimquim
401 N 28th St
139
Las Vegas NV 89101



25E025356

1 If you are non-English speaking, you may request a court interpreter by contacting the
2 Interpreters Office at (702) 671-4578. Please request an interpreter as soon as you receive your
3 Notice to Appear to make sure that one will be available on the scheduled date.

4 DATED this 21st day of August, 2025.



7 DAVID BROWN
8 JUDICIAL OFFICER

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2 **Protections from eviction for tenants with pending rental assistance**
3 **applications have expired.**

4 (Para leer la versión de esta notificación en español, vaya a
5 <https://tinyurl.com/Clark-County-Social-Service>)

6 You *will not* be guaranteed a completed review of a rental assistance application before
7 an eviction hearing occurs. This means that although you may have an application for rental
8 assistance waiting for a decision, an eviction order can enter against you at the court hearing. If
9 the court orders an eviction, the Constable will post the eviction order on your door within 24
10 hours and will return 24 to 36 hours later to lock you out.

11 For all new rental assistance applications filed after January 23, 2023, assistance is only
12 available in two circumstances: (1) for elderly people and people with disabilities on a fixed
13 income (with proof such as a social security disability letter) who cannot afford their rent due to
14 a rent increase in the past 12 months or (2) a tenant who had a temporary financial
15 hardship/change in circumstances that caused the tenant to fall no more than 12 months behind
16 on the rent but can pay the rent going forward. You can apply for rental assistance at
17 chap.clarkcountynv.gov. To increase the likelihood of being reviewed for CHAP rental
18 assistance before an eviction hearing, it is important that you provide the following documents as
19 quickly as you can:

20 **REQUIRED DOCUMENTATION**

- 21 Proof of Eviction
- 22 One form of identification (such as driver's license or government-issued
identification containing a photograph)
- Proof of *all* income for the previous 60 days for *all* household members
(paystubs, retirement or pension payments, Social Security award letters,
survivors benefits, veterans benefits, TANF, unemployment, worker's
compensation, and any other income source)
- Proof of current bank balance
- Proof of rent increase within the past twelve months (if applying for Fixed-
Income CHAP)
- Any documentation regarding the financial hardship/change in circumstances
that prevented you from paying rent (if applying for Eviction CHAP)

- Utility bills (if applying for utility assistance)
- Copy of lease agreement and any renewals, as applicable

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Upload these documents to your rental assistance application page at chap.clarkcountynv.gov.

If you need assistance uploading your documentation, caseworkers from HELP of Southern Nevada are available to meet with you Monday through Thursday, 8:00 a.m. to 5:00 p.m., at the Regional Justice Center (200 Lewis Avenue, Las Vegas, NV 89104). Visit Windows 26 through 28 on the first floor of the Regional Justice Center for assistance on a first-come, first-served basis.

If you need information about relocation assistance and other housing resources, please visit Clark County Social Service at Window 24 in the Regional Justice Center, Monday through Thursday, 8:00 a.m. to 5:00 p.m.

If you have questions, the Civil Law Self-Help Center has information about rental assistance, eviction diversion, and the summary eviction process, among other things, in person at the Regional Justice Center and on its website at www.civillawselfhelpcenter.org/eviction.

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8 JUDICIAL OFFICER
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JUSTICE COURT OF LAS VEGAS TOWNSHIP

COUNTY OF CLARK, STATE OF NEVADA

Eviction Tenant Answer - Non
Payment

HEARING MINUTES

Held on: September 11, 2025
At 10:46 AM

25E025356

Encantada Apartments, Landlord(s)

vs.

Summary Eviction

ALL OTHER OCCUPANTS,
Tenant(s)

HEARD BY: Westmeyer, Daniel	COURTROOM: RJC COURTROOM 6D
CLERK: Brittany Maalouf	REPORTER: RECORDER:

PARTIES:	Encantada Apartments, Landlord, not present	Pro Se
	Graciela Rodas, Agent, present	
	Rica Calimquim, Tenant, not present	
	Russell Greer, Tenant, Occupant, not present	Pro Se

JOURNAL ENTRIES

- Court proceedings were recorded using electronic sound recording equipment.

Tenant failed to appear.

Court states this matter was brought before the Court on a 7 Day Notice for Non- Payment of Rent and has reviewed the eviction notice and pleadings in this matter.

Landlord's Agent asserts the Tenants balance is \$2,426.76 and has been in default since August 2025. Agent states the Tenant Rica Calimquim is no longer residing in the unit, however, Russell Greer is still residing in the unit.

Court finds Tenant has not paid nor vacated therefore is in unlawful detainer. Court finds the Complaint and eviction notice to be legally sufficient. Tenant has failed to appear to provide any evidence of claims presented in his/her affidavit contesting the eviction notice; therefore, Court rules in favor of Landlord.

Court ORDERS Tenant, Rica Calimquim, to be stricken from the Record. Court further ORDERS the Complaint for Summary Eviction is GRANTED and orders the issuance of a Summary Eviction Order as to All Other Occupants.

FUTURE HEARINGS:	

**JUSTICE COURT, LAS VEGAS TOWNSHIP
CLARK COUNTY, NEVADA**

FILED: 9/11/2025
BM
JUSTICE COURT
LAS VEGAS NEVADA
Melisa De La Garza
CLERK OF THE COURT

Encantada Apartments, Landlord(s)
vs.
ALL OTHER OCCUPANTS, Tenant(s)

CASE NO : 25E025356
DEPT: JC Civil Evictions

ORDER FOR SUMMARY EVICTION

The Court being fully advised and finding good cause therefore, it is hereby ORDERED, ADJUDGED AND DECREED that the Constable/Sheriff, not earlier than twenty-four (24) hours but not later than thirty-six (36) hours after the effective date of this order, is hereby authorized to enter, using all necessary force as may be required, upon the premises known generally as:

**401 N 28th St
139
Las Vegas, NV 89101**

Located in Las Vegas Township, Clark County, Nevada, and to summarily remove the Defendant/Tenant from the property, and Plaintiff/Landlord is hereby awarded the right of possession of the premises.

YOU WILL BE EVICTED ON _____

Thursday, September 11, 2025
DATE



JUDICIAL OFFICER
DAVID BROWN

IMPORTANT NOTICE
Tenants and all Occupants should remove any and all belongings prior to the Eviction date. If Tenants or Occupants have not fully vacated prior to lock, they should prepare to leave with their essential personal effects, including, without limitation, medication, baby formula, basic clothing and personal care items. Recovery of any personal property remaining in the premises after the lockout, must be done by coordination with the Landlord or in accordance with NRS 40.253(7) and NRS 118a.460.
Any animal remaining on the property will be impounded. To recover, please contact the Animal Foundation, 700 N Mojave Rd., (702) 384-3333.
Employees of the Court and Constable Office are prohibited from providing legal advice. Legal information may be obtained from Legal Aid Center of Southern Nevada at 702-386-1070 or Nevada Legal Services at 702-386-0404.

ATTENTION LANDLORD: This eviction order is effective on 9/11/2025 12:00:00 AM. This eviction order expires pursuant to LVJCLRP 6.2(g) and cannot be used to lock out any tenant after expiration.

Rica Calimquim
401 N 28th St
139
Las Vegas NV 89101

25E025356
RCOR
Returned Correspondence
18564604



25E025356

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JUSTICE COURT OF LAS VEGAS TOWNSHIP
COUNTY OF CLARK, STATE OF NEVADA

Encantada Apartments, Landlord(s)
vs.
Rica Calimquim, Tenant(s)

CASE NO.: 25E025356
DEPT. NO.: JC CIVIL EVICTIONS
ORDER SETTING HEARING

The Tenant having filed a timely Answer and Landlord having filed a Complaint for Summary Eviction, **IT IS HEREBY ORDERED** that the parties appear for the Summary Eviction Hearing in:

JUSTICE COURT, LAS VEGAS TOWNSHIP
200 LEWIS AVE, LAS VEGAS, NV 89155

DATE:

TIME:

LOCATION:

09/11/2025

10:30 AM

RJC Courtroom 6D

Any evidence for the Court to consider (including all documents, photographs, e-mails, screen shots, text messages, etc.) must be brought to Court with copies for the opposing party. Those wishing to appear via Zoom must submit a request to the Court at least 2 judicial days prior to the hearing.

The court strongly encourages both parties to seek mediation which may assist you in reaching a mutual resolution of your case prior to the hearing date through the Neighborhood Justice Center. To schedule mediation please contact the Neighborhood Justice Center at 702-455-3898. No mediation fee will be charged, and an experienced mediator will handle the mediation. The court date scheduled by this notice will remain in place and will not be affected by the mediation, unless the mediator or parties file a written mediation agreement with the court, allowing the court to vacate the hearing date.

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2 Interpreters Office at (702) 671-4578. Please request an interpreter as soon as you receive your
3 Notice to Appear to make sure that one will be available on the scheduled date.

4 DATED this 21st day of August, 2025.

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JUSTICE COURT, LAS VEGAS TOWNSHIP
200 LEWIS AVE 2ND FL - CIVIL DIVISION
BOX 552511
LAS VEGAS NV 89155-2511

RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS



US POST



ZIP 89120
02 4W
000036204

RICA CALIMQUIM
401 N 28TH ST
139
LAS VEGAS NV 89101

25E025356

MAIL 091 10 1000
RETURN TO SENDER
ATTEMPTED - BUT KNOWN
UNABLE TO FORWARD
0915525111 000036204
0915525111 000036204