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

MICHAEL SCHAEFER,

Landlord

v.

RUSSELL GREER,

Tenant

**TENANT'S MEMORANDUM OF POINTS
AND AUTHORITIES IN OPPOSITION TO
SUMMARY EVICTION**

Case No.: 26E003020

Dept: JC CIVIL EVICTIONS

Judge: David Brown

I. INTRODUCTION

Nevada courts have repeatedly held that strict compliance with statutory notice and service requirements is a jurisdictional prerequisite to any summary eviction. *Davidsohn v. Doyle*, 108 Nev. 145, 150 (1992); *Roberts v. District Court*, 43 Nev. 332, 340 (1920). If the landlord fails to comply, the court may not reach the merits and must deny summary eviction.

The notice in this case was not properly served because the landlord did **not** complete or sign the required **Declaration of Service**. This defect is fatal. Summary eviction cannot proceed.

II. STRICT COMPLIANCE WITH SERVICE REQUIREMENTS IS REQUIRED

A. Nevada Supreme Court: No jurisdiction without proper service

In *Chapman v. Deutsche Bank Nat'l Trust Co.*, 302 P.3d 1103 (Nev. 2013), the Court held: “The plaintiff must serve the complaint with summons on the occupants *and provide the court with proof of service of the notice to quit as required by NRS 40.280(3) or (4).*” This standard applies equally in summary eviction.

Without valid proof of service, the court lacks authority to issue an eviction order.

III. NRS 40.253 ALLOWS A LANDLORD TO SERVE THE NOTICE

To save money, the Legislature allows landlords to serve eviction notices— **BUT THE STATUTE DOES *NOT* EXCUSE THE REQUIREMENTS OF NRS 40.280.** Specifically, NRS 40.253(5)(a)(7) expressly requires: “A statement that the written notice was served on the tenant in accordance with NRS 40.280.” Thus, even when the landlord personally serves the notice, he must still comply with the proof-of-service requirements in NRS 40.280(5). Nothing in NRS 40.253 eliminates or relaxes those requirements.

IV. THE DECLARATION OF SERVICE WAS LEFT COMPLETELY BLANK

NRS 40.280(5)(a)(1) requires that proof of service consist of:

1. A written statement endorsed by the person who served the notice

2. Stating the date and manner of service
3. Signed under penalty of perjury
4. Including the badge or license number of the person who served the notice
5. *If the server is not a constable or process server, the field must still be completed (e.g., "N/A – landlord").*

The landlord—Mr. Schaefer—did not complete **any** of these mandatory fields.

Specifically:

- He did **not** sign the server signature line.
- He did **not** write his printed name in the “Server’s Name” field.
- He did **not** check any service-method box (personal, substitute, or posting).
- He did **not** provide the date of service.
- He did **not** write “N/A” or “None” in the badge/license number field.
- The mailed copy was **also unsigned** and arrived **opened**, with no declaration.

This is not a technical defect — it is total noncompliance. An unsigned, uncompleted declaration is **no proof of service at all** under Nevada law.

IV. WITHOUT VALID PROOF OF SERVICE, SUMMARY EVICTION MUST BE DENIED

Nevada’s long-established rule is unequivocal: “Strict compliance with statutory notice provisions is a jurisdictional prerequisite.” *Davidsohn*, 108 Nev. at 150. A notice with a blank, unsigned, uncompleted service declaration fails as a matter of law. A court cannot rely on guesswork, assumptions, or the landlord’s unsworn statements.

Because the landlord failed to comply with NRS 40.280(5):

- The notice was not legally served.
- The court lacks jurisdiction to summarily evict.
- The petition must be denied

This Court cannot reach any additional defenses, including habitability issues, because jurisdiction is absent.

VI. CONCLUSION

The notice provided in this case was not properly served. The landlord failed to fill out, sign, or complete the required declaration of service. Under NRS 40.253, NRS 40.280, *Chapman*,

and *Davidsohn*, this failure deprives the Court of jurisdiction. The summary eviction must therefore be denied.

Truthfully submitted.

Russell Greer

/rgreer/

2-20-26

CERTIFICATE OF SERVICE

I swear under penalty of perjury that a copy of the Memorandum of Points was delivered to Lamdlord via ECF on 2-20-26

EXHIBIT A

LVTC 2697

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: Michael R. Schaefer

Landlord Name

3930 University Center Dr. #103 Las Vegas, NV 89119

Landlord Address City, State, Zip Code

Landlord's Fax Address

100-CON

DECLARATION OF SERVICE

On (date of service) JAN 21 2026, 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) 3930 University Center Dr. #103

(City, state, zip where you served) Las Vegas, NV 89119

(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.

JAN 21 2026

(Date)

(Server's Name)

(Server's Badge/License #)*

(Server's Signature)

* 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.

LVTC 2697

7-DAY EVICTION NOTICE FOR FAILURE TO PAY RENT

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

TO: Russell Greer

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

Land all occupants Named tenant(s) only

3930 University Center Dr. #103 Las Vegas, NV 89119

Property street address

Las Vegas, NV 89119

City, state, zip code

[REDACTED]

Tenant(s) phone number

Case Code: #7777

**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 JAN 21 2026 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) 12/1/25 to 2/1/26. 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. *owes Dec. & Jan. Rent*

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 <https://nevada.tylerhost.net/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): \$ 1600 + \$150 late Fees

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.

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

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

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