

AAFW

Name: Russell Greer
 Address: 3930 University Center Dr 103
 City, State, Zip: Las Vegas, NV 89119
 Phone: 801-895-3501
 Email: russmark@gmail.com

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

Michael Schaefer
 Plaintiff,
 vs.
Russell Greer
 Defendant.

26E003020
 CASE NO.: _____
 DEPT: Department #: LVJC Civil Evictions

Application to Proceed in Forma Pauperis

I am unable to pay the costs of prosecuting or defending this action. I request permission to proceed without paying costs or fees pursuant to NRS 12.015 based on the following:

1. Public Assistance. I receive federal and/or state public assistance benefits: *(check all that you receive)*

- Medicaid
- SNAP (food stamp assistance)
- TANF (temporary assistance for needy families)
- Child care subsidy/ Child Care & Development Fund assistance
- SSI (supplemental security income)
- Other federal and/or state public assistance: _____
- I do not receive any kind of public assistance.

2. Household Members: In my household there are 1 adults (over 18) and 0 children (under 18) for a total of 1 people.

3. Income includes employment (include tips/overtime), unemployment, retirement, pension, social security, child support. Please list all income for household member: *(all numbers should be after taxes are taken out):*

For each adult in the home, list net monthly income *(after taxes):*

My total income	\$ \$2,000.00
Household Adult #1 total income	\$
Household Adult #2 total income	\$
Household Adult #3 total income	\$
Household Adult #4 total income	\$
Household Adult #5 total income	\$
HOUSEHOLD TOTAL	\$ \$2,000.00

4. My basic monthly expense include: Fill out the chart below.

Rent / Mortgage	\$	800
Utilities (electric, gas, water, phone, other utilities)	\$	0
Food	\$	100
Child care	\$	0
Medical expenses (health insurance, co-pays, out of pocket expenses)	\$	0
Transportation (bus fare, car, gas, insurance)	\$	700
Other: Credit card and debt relief	\$	500
TOTAL		\$ \$2,100.00

5. Other Compelling Reason. Explain why you cannot pay the filing fee.

I am self-employed and my income is not consistent month to month. Some weeks I earn very little, and I do not have stable or guaranteed income. I'm also a university student and so studying cuts into work hours. I am also currently in litigation to recover wages owed from a former employer, which has further limited my financial resources. At this time, I cannot afford the filing fee without hardship and respectfully request a fee waiver.

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

DATED (month) January (day) 28, 2026.

Submitted By: (Signature) ▶ Isl Russell Greer

Printed Name: Russell Greer

FOR COURT USE ONLY

Upon consideration of the movant's Application to Proceed in Forma Pauperis, and good cause appearing therefore,

The Application to Proceed in Forma Pauperis is **GRANTED**. The applicant shall be permitted to proceed with fees and costs waived in this action as permitted by NRS 12.015.

- The Application to Proceed in Forma Pauperis is **DENIED** for the following reasons:
- The applicant is not indigent within the meaning of NRS 12.015
 - The application was incomplete or not legible.

1/28/2026

Date

M. Valencia
Deputy Clerk: **M. Valencia**
Justice of the Peace/Clerk of Court

1 JUSTICE COURT, TOWNSHIP OF Las Vegas

2 CLARK COUNTY, NEVADA

FOR COURT USE ONLY

3 Landlord's Name: Michael Schaeter

Case No.: 26E003020

Business Name: _____

Department #: LVJC Civil Evictions

4 Agent's Name: _____

Dept. No.: _____

Address: 3930 University Center Dr. #103

5 City, State, Zip: Las Vegas, NV 89119

6 Phone: (702) 443-5311

E-Mail: mikeinthegreenchair@yahoo.com

7 Landlord,

8 vs.

9 Tenant's Name: Russell Greer

Tenant.

LANDLORD'S COMPLAINT
FOR SUMMARY EVICTION FOR
NONPAYMENT OF RENT

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

11 1. I am the (check one box) Landlord or Landlord's agent of the rental premises located at

12 (insert rental's address, including city, state, and zip) _____

13 2. The tenancy started on (insert date) 8/1.

14 3. The amount of Tenant's rent is (insert amount) \$ 8/15/25 per (check one)

15 month, week, or other (specify) _____.

16 4. Tenant paid the following deposits (insert amounts):

17 Rent deposit of \$ 2000 A.D.

18 Security deposit of \$ 200 Deposit

19 Cleaning deposit of \$ _____.

20 5. Tenant's rent became delinquent on (insert date) 12/1/25 and Tenant has remained in
21 possession without paying rent since that date.

22 6. I verified Tenant has continued in possession of the rental premises following the expiration
23 of the Notice to Pay Rent or Quit on (insert date you checked rental premises) 2/4/26.

1 7. Tenant's total amount of rent owed (insert the "Total Owed" number you listed on the 7-Day Pay or Quit Notice),
2 \$2400, is now due and delinquent.

3 8. Tenant was served with a written notice to pay rent or quit on (insert date notice served)
4 1/21/26 in compliance with NRS 40.280, and a copy of that notice and proof of service is
5 attached or submitted with this complaint.

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

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

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

15 The HOA I pay monthly is \$829/mo. If I am 3
16 months late they will put a lien on my condo. I need him out.

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

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

22
23
24 2/5/26 Michael R. Schaefer [Signature]
25 (Date) (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: Russell Greer

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

and all occupants named tenant(s) only

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

(385) 214-4590

Property street address

Tenant(s) telephone number

Las Vegas, NV 89119

Russellgreer27@icloud.com

City, state, zip code

Tenant(s) e-mail address

Gate 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 + \$50 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>.

(Continued on Page 2)

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
(702) 443-5311 Mikeinthegreenchair@yahoo.com
Landlord Telephone Number Landlord E-mail Address

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

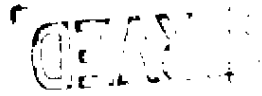
(check only one)

- 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.

J. GHEBRECRISTOS P #15525

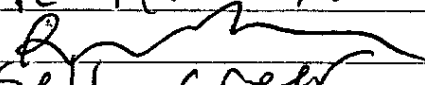
JAN 21 2026 _____
(Date) (Server's Name) (Server's Badge/License #)¹ (Server's Signature)



1200

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.

I Russell Greer agree to pay
\$1600.00 to Michael Schaeffer on
01-09-26. Because that day is a
Friday, I would ask the latest the
pay be accepted is Monday the 12th.
But I attest below that Michael
will get the rest money.


Russell Greer

12-13-25

ROOM RENTAL AGREEMENT (Shared Home) (X) *University Center Pk #102*
3930 Swenson St. #102 Las Vegas, NV 89129
3930 Swenson St. #102 Las Vegas, NV 89129

1. Your Name: *Russell Greer* Commencing (Start Date): *8-13-25*

2. Security Deposit (Refundable if current & FOB/keys returned): *\$200*

3. Rental Rate: *\$800/month (subject to change)*
(Furnished room/Owner Pays Bills (HOA fees, Cable, Internet, Power))

4. Hold Harmless: Owner not responsible if you are missing anything.

This is shared housing. If you are paying monthly and fall behind in your rent, your deposit will be applied to your rent and you will have 5 days to relocate and find somewhere else to live. If you are paying weekly and fall behind on your rent, your deposit will be applied towards that week's rent and you will have 5 days to relocated. You also must understand that since this is shared-housing situation, you agree to move out peacefully without court hearings or eviction when I give you your 5 day notice. You are a guest in my home and agree to this as such. Forcible removal from the premises by security would be a last resort.

You admit you have a landlord-tenant relationship with me, but your space is all or half of a room only. This is not like having your own apartment. This is like living in the owner's home (similar to living with your parents when you were younger), whereas everything is provided (i.e. supplies, linen, cable, internet, spall).

5. Your space and or room can be shown to prospective tenants during the last 10 days of your occupancy here. Owner must have a copy of the key to your room should you opt to lock-up. You waive privacy rights if landlord needs to confirm your employment, address, or emergency contact information which you provide.

6. Some housemates have lived here for years and some for months. This is a nice, safe area in a beautiful gated community which adds peace of mind/well being in addition to the security guards who work full time to ensure our safety and security. The rent is a great value for all the amenities provided in the building. You represent you have no non-traffic (felonies) criminal convictions by signing below.

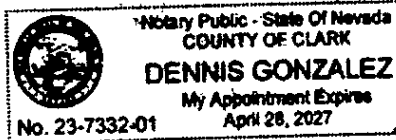
R/G
R/G
R/G
* You agree to rent for a minimum of 6 months.
This is a month to month rental agreement.
Owner can dictate if it's over or under 6 months stay.

7. PHOTO ID on back of this rental agreement is required with all tenants. (or picture)

8. This is weekly or month-to-month lease. You agree to give landlord 2 weeks notice if you decide to move elsewhere so that I can replace the vacancy with ample time. Initials: OA

9. You must live by the rules and regulations of the Wimbledon Tennis Club building. You must keep bathroom and kitchen as well as your own room clean and tidy. I will not clean up after you or pick up after you. It's a great idea to take turns cleaning the restroom and shower with other tenants/roommates who you reside with. Make a schedule so it's kept clean. ☺

10. No overnight guests unless I "OK" it and it's on rare occasions.



E Mail Address: russellgreer27@icloud.com

Cell Phone: 385-214-4590 D.O.B. 03/07/1981

Previous Address: 401 N 23th St
Apt 1223, LV, NV 89101

Automobile Make, Model, License Plate #:

N/A

Employment Name and Number:

Viatron (310-756-0610)

References in case of Emergency:

Debra Greer 307-679-1675

Signed: (Tenant)

Signed: (Landlord/Owner)

R6

You agree to give 2 weeks notice prior to moving out. If no 2 week notice given, \$50 will be deducted from deposit.
Mike Schaefer

JUSTICE COURT, TOWNSHIP OF LAS VEGAS
CLARK COUNTY, NEVADA

1
2 Landlord's Name: Michael Schaefer
3 Landlord,
4 vs. Russell Greer
5 Tenant's Name:
6 Address: 3930 University Center Dr 103
7 City, State, Zip: Las Vegas, NV 89119
8 Phone: 801-895-3501
9 E-Mail: russmark@gmail.com
10 Tenant.

Case No.: 26E003020
Department #: LVJC Civil Evictions
Dept. No: _____

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:
13 3930 University Center Dr, 103 Las Vegas, NV 89119
- 14 2. Do you live in a weekly? No / Yes
15 a. If Yes, how often is your rent due? _____
- 16 3. What is the date the eviction notice was given to you? (Please copy this information from
17 your eviction notice) 1/21/2026
- 18 4. Do you have a completed application with Clark County Social Services that shows a
19 pending status? (FI CHAP, E CHAP or WSAP? No / Yes
- 20 5. Is your Landlord claiming you owe more than 3 months' rent? No / Yes
- 21 6. Are you 62 years old or older? No / Yes
- 22 7. Do you, or does someone living with you, have a disability they are receiving SSI benefits
23 for? No / Yes
- 24 8. Are there children in your home? No / Yes If Yes, list how many and their ages:
25 _____
- 26 9. **My defense(s) to the notice claiming I owe rent are: (check all that apply):**
- 27 a. I moved out and gave my keys to the landlord.
- 28 b. I disagree with the amount of rent the Landlord claims I owe.
- c. My rent is paid in full
- 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
- 3 or late fees.
- 4 g. Landlord is charging a late fee more than 5% of regular rent.
- 5 h. *(To raise this defense you must give your full rent to the court to hold before the*
- 6 *hearing date)* I sent Landlord written notice about a habitability problem at my rental
- 7 unit. Landlord did not fix, or try to fix, the problem in 14 days. Therefore, I am holding
- 8 back payment of rent.
- 9 i. *(To raise this defense your rent must have been up to date at the time you sent*
- 10 *written notice to Landlord.)* I sent Landlord written notice of an “essential services”
- 11 problem at my rental unit (heat, air conditioning, running or hot water, electricity, gas, a
- 12 working door lock, or other essential item or service). Landlord did not fix, or try to fix,
- 13 the problem in 48 hours. Therefore, I am holding back payment of rent.
- 14 j. I corrected a habitability problem at my rental unit and am removing the cost from
- 15 my rent after giving Landlord a detailed statement. I gave Landlord written notice of
- 16 the problem, and Landlord did not fix the problem in 14 days after my notice.
- 17 k. Landlord's notice was not served on me as required by law, or the notice did not in
- 18 other ways follow Nevada law.
- 19 l. Landlord is discriminating against me in violation of the Federal Fair Housing Act or
- 20 Nevada law.
- 21 m. Landlord is retaliating against me for taking part in certain protected acts.
- 22 n. I am a tenant in a property that has been foreclosed on and sold. The new owner:
- 23 i. Did not give the notice of change of ownership required by law;
- 24 ii. Violated the law by failing or refusing to give me an additional 60 days in the
- 25 property;
- 26 iii. Is using the summary eviction process in violation of the law, which requires
- 27 the formal unlawful detainer process.
- 28 o. Other defense *(explain below)*.

(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)

My primary defense is that the landlord's 7-Day Notice was not lawfully served under NRS 40.280. The notice was only taped to my door with no mailing, no authorized process server, and no signed declaration of service. Because service was defective, the 7-day period never began and the court lacks jurisdiction to issue a writ.

Additionally, the landlord engaged in retaliation after I raised issues about lack of heat and other habitability problems, violating NRS 118A.510. The landlord also unlawfully entered my locked bedroom at 12:15 A.M., harassed me, defaced my mail, and attempted self-help eviction. I respectfully request denial of summary eviction.

See **ADDENDUM** to General Defenses

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

3 I am requesting a 10-day stay so I have enough time to safely relocate if needed. I currently work and
4 need a short period to secure housing. The landlord's conduct has made the living situation unstable,
and a brief stay is necessary to prevent harm or sudden displacement. This request is made in good
5 faith and will not prejudice the landlord.

6
7
8 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.

9
10 *I understand that as long as the filing of this affidavit is timely, I will receive*
11 *notice of any hearing by e-mail and/or regular U.S. Mail.*

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

14
15 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true
and correct.

16
17 1/28/2026

(Date)

Russell Greer

(Print your name)

/s/ Russell Greer

(Sign your name)

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

I respectfully submit the following defenses and facts supporting denial of summary eviction:

(1) The 7-Day Notice was not served in compliance with NRS 40.280. The landlord only taped the notice to my door and did not mail a copy as required by statute. The Declaration of Service is unsigned, no method was selected, and the landlord is not a sheriff, constable, licensed process server, or attorney's agent. Because service is defective, the statutory notice period never began.

(2) The landlord retaliated against me after I raised concerns about lack of heat and other habitability issues, violating NRS 118A.510. This included repeated hostile messages, threats, and attempts to force me out before any lawful notice was served.

(3) On January 11, the landlord entered my locked bedroom at approximately 12:15 A.M. without notice, consent, or any emergency, violating NRS 118A.330 and my right to quiet enjoyment. After this, I had to barricade my door for safety.

(4) The landlord defaced my mail by writing a degrading message on my delivered USPS envelope.

(5) The landlord repeatedly threatened "squatter" accusations, countdown eviction threats, and other intimidation tactics amounting to attempted self-help eviction under NRS 118A.480.

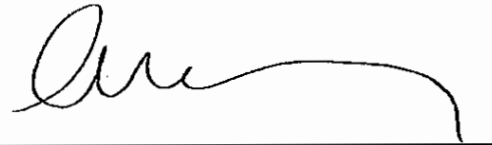
(6) The landlord refused to turn on the heat during a winter cold front, breaching his obligation to provide essential services under NRS 118A.290.

(7) The rent charged was unconscionable compared to identical units in the same building, and I request offset due to habitability violations and damages.

Given the defective service and substantial statutory violations, I respectfully request that the court deny the summary eviction and require any rent dispute to proceed in a separate civil action.

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

5 DATED this 5th day of February, 2026.
6

7 
8

9 _____
10 DAVID BROWN
11 JUDICIAL OFFICER
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