

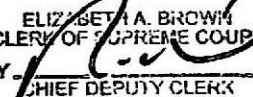


Protecting You and Your Business

September 16, 2020

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ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
CHIEF DEPUTY CLERK

**Via Email**

Elizabeth A. Brown  
Clerk of the Supreme Court  
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Re: Docket No. : ADKT 0567  
Issue : Comments regarding Proposed Changes to Nevada Justice  
Court Civil Rules of Procedure  
Our File No. : 8000-000

Honorable Justices:

As a member of the Bar of the State of Nevada and on behalf of my client, WestCorp Property Management Group, Co. ("WestCorp"), I write to provide comments on the proposed amendments to the Nevada Justice Court Rules of Civil Procedure. WestCorp is a full-service property management firm that manages several dozen multi-family residential properties in Nevada on behalf of the property owners. It has operated for over a decade and provides services to thousands of tenants in Nevada.

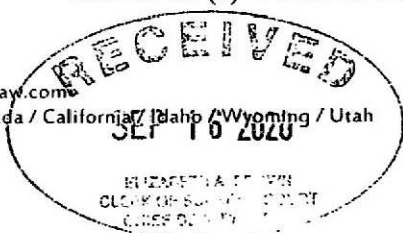
I have been a member of the Nevada Bar since 2011 and have represented WestCorp since that time. Part of the services I provide include filing summary eviction proceedings each month as required. I also provide summary evictions services for other clients, some who own several properties and others only one rental property. I have assisted clients with hundreds of summary eviction cases in Las Vegas and Henderson Justice Courts. This letter provides comments from my clients' and my own perspective.

This comment makes two main points: 1) in an eviction for non-payment of rent, requiring landlords to mediate against their will is unproductive and wastes resources and 2) if the mediation is going to be required, the proposed rule changes attached to the Petition ADKT 0567, Exhibit B are preferable.

**Forced Mediation is Unproductive and Wasteful**

The situations where mediation has the best chance for success is where both parties agree to mediate. This is the current model used in the Las Vegas Justice Court. In the proposed rules, subsection (e) in both drafts requires mediation if either the tenant or the landlord requests it.

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Thus, a landlord may be forced into mediation against its will. In the context of summary eviction for non-payment, the issues are not complex. The tenant has failed to timely pay rent and is continuing in possession without payment. Any delays in the landlord regaining possession cause real damages to landlord. Further, since late fees have now been limited by recent statutory changes, landlords have lost the ability to recoup these damages through contract. The delays caused by mediation will only cause further damage to landlords.

The reality is that my clients are filing for summary eviction because they have already exhausted all efforts and extended every compromise they are willing to make in order to collect rent. This has been especially true during the COVID-19 crisis, though none have been able to seek eviction for non-payment since March. My clients have many tenants that have not paid rent since February, but my clients are still expected to meet all of their obligations under the lease.

Next, the issues in a summary eviction for non-payment are not ordinarily complex. What the landlord requires is payment and what the tenant lacks are funds to make the payment. Mediation will do nothing to change these facts. You cannot squeeze blood from a stone. It will only cause delay and damage to landlords. Further, tenants are often better off surrendering possession before an eviction and using any funds they may have towards a new residence. The problem with playing catch-up is that tenants rarely—if ever—actually catch up. It has been my clients' experience in the industry that it is better for all parties to sever ties and move on.

It is also commonplace for tenants to come in after an eviction order or even after a lockout and bring their balance current. We will then often file a request that the eviction be removed and the case sealed. This is a better process for landlords and tenants.

**If Landlords Will Be Forced to Mediate, Exhibit B is the Preferable of the Proposed Rules**

If new rules are going to be adopted the rules proposed in Exhibit B to the Petition are preferable. There are several reasons:

- Exhibit B expires automatically after 60 days once the emergency of the pandemic is declared over, giving the Courts an opportunity to reassess the effectiveness of mediation. As explained above, we do not anticipate mediation to be helpful in any way.
- Exhibit B limits the tenants' ability to request mediation if they've already defaulted on a re-payment plan, been to a mediation with the same landlord, or had another mediation with a different landlord in the past 15 months. This provision is useful because it prevents abuse of the mediation program. In these types of situations, many tenants will delay for as long as possible in order to live without paying rent for as long as possible.

- It also gives the landlord 5 days to oppose the mediation if there are extraordinary circumstances. While it is anticipated these circumstance would be rare, there are circumstances where landlords would need this right.

Thank you for your time and attention to this matter.

Sincerely,

THE FAUX LAW GROUP

/s/ Jordan F. Faux

Jordan F. Faux

Client (via email)