IN THE COURT OF APPEALS OF THE STATE OF NEVADA

MARK IMMEKUS,
Petitioner,
vs.
EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK AND THE HONORABLE JACOB REYNOLDS, DISTRICT JUDGE,
Respondents,
and
PARKWAY TOWNHOMES,
Real Party in Interest.

No. 90745-COA

FILED
JUL 01 2025
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER DENYING PETITION

This emergency petition for a writ of mandamus challenges a district court order affirming a justice court summary eviction.

Because a party aggrieved by a justice court decision has a plain, speedy, and adequate legal remedy in the form of an appeal to the district court, which has final appellate jurisdiction over cases arising in the justice court, *see* Nev. Const. art. 6, § 6; *Waugh v. Casazza*, 85 Nev. 520, 521, 458 P.2d 359, 360 (1969), this court generally declines to consider writ petitions requesting review of a district court's appellate decision, *see State of Nevada v. Eighth Jud. Dist. Ct.*, 116 Nev. 127, 134, 994 P.2d 692, 696 (2000). To preserve the finality of the district court's appellate decision, this court typically will entertain such a petition only if "the district court has improperly refused to exercise its jurisdiction, has exceeded its jurisdiction, or has exercised its discretion in an arbitrary or capricious manner." *Id.* at 134, 994 P.2d at 697.

Having considered the petition, answer, reply, and the appendices, we decline to exercise our jurisdiction under the specific facts and circumstances of this case. NRS 118A.355(1)(d) & (5) contemplate that, to maintain an inhabitability defense to eviction, a tenant must deposit all

25-28684

withheld rent, which includes "any rent that becomes due," without reference to the amount set forth in a complaint. Here, rent apparently was withheld in April and May. The justice court minutes indicate that the parties stipulated and agreed to release the deposited amount for April's rent to the landlord and to payment of $2,891.44 as the remaining balance for May's rent.[1] Petitioner does not address this stipulation, and he does not demonstrate that these facts, seemingly unique to him, warrant us exercising our discretion and granting writ relief in this case.[2] Accordingly, we decline to further consider the petition and thus

ORDER the petition DENIED.[3]

_____, C.J.
Bulla

_____, J.
Gibbons

_____, J.
Westbrook

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[1]Real party in interest asserts June rent is now also due and unpaid and asserts that petitioner sent a letter indicating his notice to vacate by June 30, 2025. Because petitioner failed to pay the May rent as agreed to at the hearing, which resulted in the district court affirming the summary eviction, we need not address petitioner's failure to pay the June rent, which was not addressed by the district court and is not properly before us.

[2]We are somewhat troubled by real party in interest's reference to *Fountain v. Vega*, which does not exist at 121 Nev. 865, 869 (2005). We remind counsel to make certain cases are properly cited, particularly in the current environment where some parties rely on AI-generated research.

[3]In light of this order, we lift the temporary stay entered on June 6, 2025.

cc: Hon. Jacob A. Reynolds, District Judge
Cory Reade Dows & Shafer
Joseph B. Iarussi
Persi J. Mishel
Eighth District Court Clerk