


IN THE SUPREME COURT OF THE STATE OF NEVADA

TWO ROADS LAS VEGAS, LLC,  
Appellant,  
vs.  
VENETIAN CASINO RESORT, LLC,  
Respondent.

No. 57053

**FILED**

**MAR 29 2011**

TRACIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

ORDER DISMISSING APPEAL

This is an appeal from a district court NRS 40.253(6) summary eviction order. Eighth Judicial District Court, Clark County; Douglas W. Herndon, Judge.


Respondent has filed a motion to dismiss the appeal, arguing that allowing the parties to brief this appeal would result in an unreasonable delay of the summary eviction, as appellant's opposition to the summary eviction was based on an unreasonable interpretation of the leasing contract between the parties. Appellant opposes the motion to dismiss, arguing that it has not breached the terms of the leasing contract and that the parties' disagreement as to their understanding of the rental provisions of the leasing contract highlights an ambiguity in the contract with regard to rent. Appellant asserts that it is entitled to de novo review of the district court's summary eviction order. Appellant did not identify additional arguments that would be added in its briefs. Respondent has filed a reply, maintaining that the contract was not ambiguous and that appellant has not provided a reasonable interpretation of the contract to justify delaying eviction.


Having reviewed the parties' arguments and documents filed in this court, we grant respondent's motion to dismiss the appeal. Our de

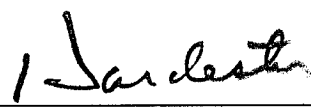
novo review of the rental provisions of the leasing contract indicates that (1) the terms of the contract are unambiguous as to appellant's obligation to pay respondent rent for the use of the commercial property, and (2) appellant did not have the right to defer payment of that rent. See Anvui, LLC v. G.L. Dragon, LLC, 123 Nev. 212, 215, 163 P.3d 405, 407 (2007) (explaining that contractual interpretation is reviewed de novo); Dickenson v. State, Dep't of Wildlife, 110 Nev. 934, 937, 877 P.2d 1059, 1061 (1994) (holding that "if no ambiguity exists, the words of the contract must be taken in their usual and ordinary signification"); Parman v. Petricciani, 70 Nev. 427, 430-32, 272 P.2d 492, 493-94 (1954) (disregarding a party's construction of the contract where it was unreasonable under the facts and circumstances of the case), abrogated on other grounds by Wood v. Safeway, Inc., 121 Nev. 724, 729-32, 121 P.3d 1026, 1029-31 (2005).

Accordingly, we

ORDER this appeal DISMISSED.

  
\_\_\_\_\_, C.J.  
Douglas

  
\_\_\_\_\_, J.  
Saitta

  
\_\_\_\_\_, J.  
Hardesty

cc: Hon. Douglas W. Herndon, District Judge  
Jay Earl Smith, Settlement Judge  
Kemp, Jones & Coulthard, LLP  
Lewis & Roca, LLP/Las Vegas  
Lionel Sawyer & Collins/Las Vegas  
Eighth District Court Clerk