

ASSEMBLY BILL NO. 161—ASSEMBLYMAN FLORES

PREFILED FEBRUARY 13, 2017

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to certain rental agreements. (BDR 10-733)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to real property; requiring certain rental agreements to contain certain disclosures; creating certain presumptions with respect to certain crimes involving real property; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

1 Existing law sets forth certain requirements relating to a written rental
2 agreement. (NRS 118A.200) **Section 1** of this bill requires a written rental
3 agreement for a single-family residence to contain a disclosure which states that:
4 (1) there are rebuttable presumptions in **sections 1.3 and 1.7** of this bill that the
5 tenant does not have lawful occupancy of the residence unless the agreement is
6 notarized and contains certain contact information for the landlord or the landlord's
7 representative; and (2) the agreement is valid and enforceable regardless of whether
8 the agreement is notarized or contains certain contact information for the landlord
9 or the landlord's representative.
10 **Sections 1.3 and 1.7** of this bill create rebuttable presumptions that a person
11 who forcibly enters or takes up residence in an uninhabited or vacant dwelling
12 knows that his or her entry or residency is without permission of the owner or the
13 owner's representative unless he or she provides a written rental agreement that is
14 notarized and contains certain contact information for the owner or the owner's
15 representative.



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THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** NRS 118A.200 is hereby amended to read as
2 follows:

3 118A.200 1. Any written agreement for the use and
4 occupancy of a dwelling unit or premises must be signed by the
5 landlord or his or her agent and the tenant or his or her agent.

6 2. The landlord shall provide one copy of any written
7 agreement described in subsection 1 to the tenant free of cost at the
8 time the agreement is executed and, upon request of the tenant,
9 provide additional copies of any such agreement to the tenant within
10 a reasonable time. The landlord may charge a reasonable fee for
11 providing the additional copies.

12 3. Any written rental agreement must contain, but is not limited
13 to, provisions relating to the following subjects:

14 (a) Duration of the agreement.

15 (b) Amount of rent and the manner and time of its payment.

16 (c) Occupancy by children or pets.

17 (d) Services included with the dwelling rental.

18 (e) Fees which are required and the purposes for which they are
19 required.

20 (f) Deposits which are required and the conditions for their
21 refund.

22 (g) Charges which may be required for late or partial payment of
23 rent or for return of any dishonored check.

24 (h) Inspection rights of the landlord.

25 (i) A listing of persons or numbers of persons who are to occupy
26 the dwelling.

27 (j) Respective responsibilities of the landlord and the tenant as
28 to the payment of utility charges.

29 (k) A signed record of the inventory and condition of the
30 premises under the exclusive custody and control of the tenant.

31 (l) A summary of the provisions of NRS 202.470.

32 (m) Information regarding the procedure pursuant to which a
33 tenant may report to the appropriate authorities:

34 (1) A nuisance.

35 (2) A violation of a building, safety or health code or
36 regulation.

37 (n) Information regarding the right of the tenant to engage in the
38 display of the flag of the United States, as set forth in
39 NRS 118A.325.

40 4. *In addition to the provisions required by subsection 3, any*
41 *written rental agreement for a single-family residence must*
42 *contain a disclosure at the top of the first page of the agreement,*



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1 *in a font size at least two times larger than any other font size in*
2 *the agreement, which states that:*

3 *(a) There are rebuttable presumptions in NRS 205.0813 and*
4 *205.0817 that the tenant does not have lawful occupancy of the*
5 *dwelling unless the agreement:*

6 *(1) Is notarized; and*

7 *(2) Includes the current address and telephone number of*
8 *the landlord or his or her authorized representative; and*

9 *(b) The agreement is valid and enforceable against the*
10 *landlord and the tenant regardless of whether the agreement:*

11 *(1) Is notarized; or*

12 *(2) Includes the current address and telephone number of*
13 *the landlord or his or her authorized representative.*

14 **5.** The absence of a written agreement raises a disputable
15 presumption that:

16 (a) There are no restrictions on occupancy by children or pets.

17 (b) Maintenance and waste removal services are provided
18 without charge to the tenant.

19 (c) No charges for partial or late payments of rent or for
20 dishonored checks are paid by the tenant.

21 (d) Other than normal wear, the premises will be returned in the
22 same condition as when the tenancy began.

23 ~~5.1~~ **6.** It is unlawful for a landlord or any person authorized to
24 enter into a rental agreement on his or her behalf to use any written
25 agreement which does not conform to the provisions of this section,
26 and any provision in an agreement which contravenes the provisions
27 of this section is void.

28 **7.** *As used in this section, "single-family residence" means a*
29 *structures that is comprised of not more than four units. The term*
30 *does not include a manufactured home as defined in*
31 *NRS 118B.015.*

32 **Sec. 1.3.** NRS 205.0813 is hereby amended to read as follows:

33 205.0813 1. A person who forcibly enters an uninhabited or
34 vacant dwelling, knows or has reason to believe that such entry is
35 without permission of the owner of the dwelling or an authorized
36 representative of the owner and has the intent to take up residence or
37 provide a residency to another therein is guilty of housebreaking.

38 2. *A person is presumed to know that an entry described in*
39 *subsection 1 is without the permission of the owner of the dwelling*
40 *or an authorized representative of the owner unless the person*
41 *provides a written rental agreement that:*

42 *(a) Is notarized; and*

43 *(b) Includes the current address and telephone number of the*
44 *owner or authorized representative.*

45 **3.** A person convicted of housebreaking is guilty of:



- 1 (a) For a first offense, a gross misdemeanor; and
- 2 (b) For a second and any subsequent offense, a category D
- 3 felony and shall be punished as provided in NRS 193.130.

4 ~~13-1~~ 4. A person convicted of housebreaking and who has
5 previously been convicted three or more times of housebreaking
6 must not be released on probation or granted a suspension of
7 sentence.

8 ~~14-1~~ 5. As used in this section, “forcibly enters” means an entry
9 involving:

10 (a) Any act of physical force resulting in damage to the
11 structure; or

12 (b) The changing or manipulation of a lock to gain access.

13 **Sec. 1.7.** NRS 205.0817 is hereby amended to read as follows:

14 205.0817 1. A person who takes up residence in an
15 uninhabited or vacant dwelling and knows or has reason to believe
16 that such residency is without permission of the owner of the
17 dwelling or an authorized representative of the owner is guilty of
18 unlawful occupancy.

19 2. *A person is presumed to know that the residency described*
20 *in subsection 1 is without the permission of the owner of the*
21 *dwelling or an authorized representative of the owner unless the*
22 *owner provides a written rental agreement that:*

23 (a) *Is notarized; and*

24 (b) *Includes the current address and telephone number of the*
25 *owner or authorized representative.*

26 3. A person convicted of unlawful occupancy is guilty of a
27 gross misdemeanor. A person convicted of unlawful occupancy and
28 who has been convicted three or more times of unlawful occupancy
29 is guilty of a category D felony and shall be punished as provided in
30 NRS 193.130.

31 ~~13-1~~ 4. A person who is accused of unlawful occupancy
32 pursuant to subsection 1 and has previously been convicted two
33 times of housebreaking, unlawful occupancy or any lesser included
34 or related offense, or any combination thereof, arising from the
35 same set of facts is presumed to have obtained residency of the
36 dwelling with the knowledge that:

37 (a) Any asserted lease is invalid; and

38 (b) Neither the owner nor an authorized representative of the
39 owner permitted the residency.

40 **Sec. 2.** This act becomes effective on July 1, 2017.

