

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, unless signed by an authorized agent of the  
4 landlord who at the time of signing holds a permit to engage in property  
5 management, to contain a disclosure which states that: (1) there are rebuttable  
6 presumptions in **sections 1.3 and 1.7** of this bill that the tenant does not have  
7 lawful occupancy of the residence unless the agreement is notarized or is signed by  
8 an authorized agent of the landlord who at the time of signing holds a permit to  
9 engage in property management and contains certain contact information for the  
10 landlord or the landlord’s representative; and (2) the agreement is valid and  
11 enforceable regardless of whether the agreement is notarized or is signed by an  
12 authorized agent of the landlord who at the time of signing holds a permit to engage  
13 in property management or contains certain contact information for the landlord or  
14 the landlord’s representative.

15 **Sections 1.3 and 1.7** of this bill create rebuttable presumptions that a person  
16 who forcibly enters or takes up residence in an uninhabited or vacant dwelling  
17 knows that his or her entry or residency is without permission of the owner or the  
18 owner’s representative unless he or she provides a written rental agreement that is  
19 notarized or is signed by an authorized agent of the owner who at the time of  
20 signing holds a permit to engage in property management and contains certain  
21 contact information for the owner or the owner’s 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 which is not*  
42 *signed by an authorized agent of the landlord who at the time of*



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1 *signing holds a permit to engage in property management*  
2 *pursuant to chapter 645 of NRS must contain a disclosure at the*  
3 *top of the first page of the agreement, in a font size at least two*  
4 *times larger than any other font size in the agreement, which*  
5 *states that:*

6 *(a) There are rebuttable presumptions in NRS 205.0813 and*  
7 *205.0817 that the tenant does not have lawful occupancy of the*  
8 *dwelling unless the agreement:*

9 *(1) Is notarized or is signed by an authorized agent of the*  
10 *landlord who at the time of signing holds a permit to engage in*  
11 *property management pursuant to chapter 645 of NRS; and*

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

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

16 *(1) Is notarized or is signed by an authorized agent of the*  
17 *landlord who at the time of signing holds a permit to engage in*  
18 *property management pursuant to chapter 645 of NRS; or*

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

21 **5.** The absence of a written agreement raises a disputable  
22 presumption that:

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

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

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

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

30 ~~5.~~ **6.** It is unlawful for a landlord or any person authorized to  
31 enter into a rental agreement on his or her behalf to use any written  
32 agreement which does not conform to the provisions of this section,  
33 and any provision in an agreement which contravenes the provisions  
34 of this section is void.

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

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

40 205.0813 1. A person who forcibly enters an uninhabited or  
41 vacant dwelling, knows or has reason to believe that such entry is  
42 without permission of the owner of the dwelling or an authorized  
43 representative of the owner and has the intent to take up residence or  
44 provide a residency to another therein is guilty of housebreaking.



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

5       (a) *Is notarized or is signed by an authorized agent of the*  
6 *owner who at the time of signing holds a permit to engage in*  
7 *property management pursuant to chapter 645 of NRS; and*

8       (b) *Includes the current address and telephone number of the*  
9 *owner or his or her authorized representative.*

10       3. A person convicted of housebreaking is guilty of:

11       (a) For a first offense, a gross misdemeanor; and

12       (b) For a second and any subsequent offense, a category D  
13 felony and shall be punished as provided in NRS 193.130.

14       ~~3-1~~ 4. A person convicted of housebreaking and who has  
15 previously been convicted three or more times of housebreaking  
16 must not be released on probation or granted a suspension of  
17 sentence.

18       ~~4-1~~ 5. As used in this section, “forcibly enters” means an entry  
19 involving:

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

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

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

24       205.0817 1. A person who takes up residence in an  
25 uninhabited or vacant dwelling and knows or has reason to believe  
26 that such residency is without permission of the owner of the  
27 dwelling or an authorized representative of the owner is guilty of  
28 unlawful occupancy.

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

33       (a) *Is notarized or is signed by an authorized agent of the*  
34 *owner who at the time of signing holds a permit to engage in*  
35 *property management pursuant to chapter 645 of NRS; and*

36       (b) *Includes the current address and telephone number of the*  
37 *owner or his or her authorized representative.*

38       3. A person convicted of unlawful occupancy is guilty of a  
39 gross misdemeanor. A person convicted of unlawful occupancy and  
40 who has been convicted three or more times of unlawful occupancy  
41 is guilty of a category D felony and shall be punished as provided in  
42 NRS 193.130.

43       ~~3-1~~ 4. A person who is accused of unlawful occupancy  
44 pursuant to subsection 1 and has previously been convicted two  
45 times of housebreaking, unlawful occupancy or any lesser included



1 or related offense, or any combination thereof, arising from the  
2 same set of facts is presumed to have obtained residency of the  
3 dwelling with the knowledge that:

4 (a) Any asserted lease is invalid; and

5 (b) Neither the owner nor an authorized representative of the  
6 owner permitted the residency.

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

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