
Senate Committee on Judiciary

This measure may be considered for action during today's work session.

SENATE BILL 218

Makes various changes relating to property. (BDR 10-74)

Sponsored By: Senator Ratti
Date Heard: March 24, 2021
Fiscal Notes: Effect on Local Government: No.
Effect on the State: No.

Senate Bill 218 revises several provisions relating to residential rental property and landlord and tenant responsibilities. The bill establishes independent definitions of "security deposit" and "cleaning deposit" and revises how each of those deposits are to be handled upon the initiation and termination of tenancy. The bill creates a mechanism whereby a landlord and tenant may agree to an inspection of the premises prior to a tenant terminating a rental agreement in order that the tenant may remedy any deficiencies that may cause a deduction from a security deposit and sets forth provisions governing this process. It shortens the time period allowed for the return of a security deposit from 30 days to 21 days and authorizes a tenant to file a complaint for expedited relief for the return of a security deposit. The definition of "normal wear" is revised to include deterioration that occurs without any fault of the tenant. A grace period must be included in rental contracts for late rental payments, and a landlord is prohibited from charging a late fee until the grace period expires.

The agreed upon rental amount must be disclosed in writing and printed clearly on any rental agreement. Additionally, rental agreements may not impose any fee, fine, or cost that is not expressly authorized in statute, and a landlord may not charge a fee for the submission of a rental application. An agent who serves eviction notices on behalf of an attorney retained by a landlord may not be the property manager of the premises in question and, finally, a rental agreement entered into before this bill becomes effective is binding and may be enforced regardless of the provisions of this bill.

Amendments: Senator Ratti has proposed a conceptual amendment in a mockup that is attached. The amendment makes the following changes:

- Section 5 provides that a security deposit may be applied for cleaning if the unit is financed by a governmental agency;
- Section 6 provides that a landlord may not charge a fee for more than one rental application at a time and only for the actual cost of a background check;
- Section 7 removes the procedure by which a tenant can request an inspection of the premises prior to the termination of a tenancy;
- Section 10 provides that fees, fines, and costs must be disclosed prior to signing the rental agreement or the tenancy commencing, printed on the first page of any lease and cannot be increased without a written 45-day notice;
- Section 12 provides that a rental agreement may not require payment of any fee, fine, or cost unless authorized by statute or actual and reasonable, and eviction fees may only reimburse actual costs;
- Section 13 provides that a security deposit may be applied for cleaning if the unit is financed by a governmental agency and no cleaning deposit was charged, that a landlord may claim the cleaning deposit but no other amounts for cleaning, that a

landlord must provide an itemized accounting of a security deposit and return the remainder no later than 28 days after termination, and that failure to do so results in liability for the entire deposit and waiver of claim to the deposit;

- Section 13 removes the procedure by which a tenant can file a verified complaint for expedited relief for a security deposit;
- Section 13 removes the “clear and convincing” standard of proof in actions relating to deposits and the requirement of three written estimates;
- Section 14 provides that a change in property management necessitates notice to tenants that deposits have been transferred and no new deposits are required; and
- Section 24 provides that an agent of an attorney may not be a property manager of any property in the state.

In addition to these revisions, there is a second document entitled “Additional Revisions to Proposed Amendment” that we received a short time ago. I will review those for the Committee now.

- Section 6 – Revise as follows:
 - “A landlord shall not charge a fee for the submission of ~~more than one~~ a rental application **other than for one tenant or group of prospective cotenants for one available unit** at a time. The fee must not exceed the **direct and actual costs of the landlord, excluding personnel time and administrative costs** ~~of a background check.~~
- Section 10 (5) (b) – insert the following: “Clearly and conspicuously printed **as a summary accounting of fees with a total amount** on the first page of any written rental agreement”;
- Section 10(b) - After “45 days,” insert “**in the case of any month to month tenancy, or 15 days, in the case of any week to week tenancy,**”;
- Section 14 (4)- Strike immediately upon transfer and replace with ***Within 7 business days;***
- Section 13 (6) – replace the phrase “6 months” with the phrase “8 months”; and
- Add a new section: Sec. 28. NRS 73.012 is amended to read as follows: Representation of nongovernmental legal or commercial entity by its director, officer or employee and agent of the landlord.
 1. (1) A corporation, partnership, business trust, estate trust, association, or any other nongovernmental legal or commercial entity may be represented by its director, officer, or employee in an action mentioned or covered by this chapter.
 2. ***(2) A landlord may be represented by landlord’s agent in an action mentioned or covered by this chapter.***

April 8, 2021
Senate Judiciary
Proposed Amendment

Since last presented, additional revisions have been made as follows:

- Section 5 provides that a security deposit may be applied for cleaning if the unit is financed by a governmental agency.
- Section 6 provides that a landlord may not charge a fee for more than one rental application at a time and only for actual cost of a background check.
- Section 7 removes the procedure by which a tenant can request an inspection of the premises prior to the termination of a tenancy.
- Section 10 provides that fees, fines, and costs must be disclosed prior to signing the rental agreement or the tenancy commencing, printed on the first page of any lease, and cannot be increased without written 45 day notice.
- Section 12 provides that a rental agreement may not require payment of any fee, fine, or cost unless authorized by statute or actual and reasonable, and eviction fees may only reimburse actual costs.
- Section 13 provides that a security deposit may be applied for cleaning if the unit is financed by a governmental agency and no cleaning deposit was charged, that a landlord may claim the cleaning deposit but no other amounts for cleaning, that a landlord must provide an itemized accounting of a security deposit and return the remainder no later than 28 days after termination, and that failure to do so results in liability for the entire deposit and waiver of claim to the deposit.
- Section 13 removes the procedure by which a tenant can file a verified complaint for expedited relief for a security deposit.
- Section 13 removes the “clear and convincing” standard of proof in actions relating to deposits and the requirement of 3 written estimates.
- Section 14 provides that a change in property management necessitates notice to tenants that deposits have been transferred and no new deposits are required.
- Section 24 provides that an agent of an attorney may not be a property manager of any property in the State.

1 **Section 1.** NRS 118.101 is hereby amended to read as follows:
2 118.101 1. A person may not refuse to:

3 (a) Authorize a person with a disability to make reasonable
4 modifications to a dwelling which he or she occupies or will occupy
5 if:

6 (1) The person with the disability pays for the modifications;
7 and

8 (2) The modifications are necessary to ensure that the person
9 with the disability may use and enjoy the dwelling; or

10 (b) Make reasonable accommodations in rules, policies,
11 practices or services if those accommodations are necessary to
12 ensure that the person with the disability may use and enjoy the
13 dwelling.

14 2. A landlord may, as a condition for the authorization of such
15 a modification, reasonably require the person who requests the
16 authorization, upon the termination of his or her occupancy, to
17 restore the dwelling to the condition that existed before the
18 modification, reasonable wear and tear excepted.

19 3. Except as otherwise provided in subsection 4, a landlord
20 may not increase the amount of *a security deposit* the landlord
21 customarily requires a person to deposit because that person
22 has requested authorization to modify a dwelling pursuant to
23 subsection 1.

24 4. If a person requests authorization to modify a dwelling
25 pursuant to subsection 1, the landlord may require that person to
26 deposit a ~~reasonable amount of~~ security *deposit* in addition to the
27 ~~amount~~ *security deposit* the landlord usually requires if the
28 additional ~~amount~~ *security deposit*:

29 (a) Is necessary to ensure the restoration of the dwelling
30 pursuant to subsection 2;

31 (b) Does not exceed the actual cost of the restoration; and

32 (c) Is deposited by the landlord in an interest-bearing account.
33 Any interest earned on the additional amount must be paid to the
34 person who requested the authorization.

35 5. As used in this section, ~~“security”~~ *“security deposit”* has
36 the meaning ascribed to it in ~~[NRS 118A.240.]~~ *section 5 of this act.*

37 **Sec. 2.** Chapter 118A of NRS is hereby amended by adding
38 thereto the provisions set forth as sections 3 to 7, inclusive, of this
39 act.

40 **Sec. 3.** *“Cleaning deposit” means a one-time, nonrefundable*
41 *payment to a landlord for the purpose of cleaning the dwelling*
42 *unit.*

1 **Sec. 4. “Grace period” means a period of time, not less than**
2 **3 days, during which rent can be paid late by the tenant.**

3 **Sec. 5. “Security deposit” means a deposit paid in cash, by**
4 **check or by any other acceptable manner to a landlord for only**
5 **any of the following purposes:**

6 **1. Remedying any default of the tenant in the payment of**
7 **periodic rent, including, ~~without limitation,~~ the cost of any fee for**
8 **the late payment of rent.**

9 **2. Repairing damage to the premises caused by the tenant**
10 **other than normal wear ~~caused by the tenant.~~**

11 **3. Necessary cleaning of a dwelling unit upon termination of**
12 **a tenancy in a residential dwelling financed in whole or in part**
13 **from financial assistance provided by a governmental agency and**
14 **where no cleaning deposit was charged.**

15 **Sec. 6. A landlord shall not charge a fee for the submission**
16 **of a more than one rental application at a time. The fee must not**
17 **exceed the actual cost of a background check.**

18 ~~Sec. 7. 1. After either party to a rental agreement gives~~
19 ~~notice of an intent to terminate the tenancy, the tenant may request~~
20 ~~that the landlord may offer to conduct an initial inspection of the~~
21 ~~premises to allow the tenant~~

22 ~~an opportunity to remedy any deficiency that would otherwise~~
23 ~~cause a deduction from the security deposit or surety bond, or~~
24 ~~combination thereof, as applicable. If such a request is made by~~
25 ~~the tenant an offer is made by the~~

26 ~~landlord and accepted by the tenant, the landlord must, not earlier~~
27 ~~than 2 weeks before the date of the termination of the tenancy,~~
28 ~~conduct or provide for the initial inspection of the premises at a~~
29 ~~date and time that is mutually agreed upon by the landlord and the~~
30 ~~tenant.~~

31 ~~2. Not later than 24 hours after Upon completion of an~~
32 ~~initial inspection pursuant to~~
33 ~~subsection 1, the landlord shall provide the tenant with an~~
34 ~~itemized statement of each deficiency identified during the initial~~
35 ~~inspection and the action necessary to avoid incurring a deduction~~
36 ~~from the security deposit or surety bond, or combination thereof,~~
37 ~~as applicable.~~

38 ~~3. Except as otherwise provided in this subsection, upon~~
39 ~~receipt of an itemized statement pursuant to subsection 2, the~~
40 ~~tenant may take any action necessary to remedy a deficiency~~
41 ~~identified in the statement in a manner consistent with the rights~~
42 ~~and obligations of the parties under the rental agreement. The~~
43 ~~tenant shall not take any action to remedy a deficiency relating to~~
44 ~~a mechanical, electrical or plumbing system the repair of which~~
45 ~~requires professional licensure to perform.~~

~~36 4. As used in this section, "deficiency" means any damage to~~
~~37 the premises caused by the tenant other than normal wear.~~

38 **Sec. 8.** NRS 118A.020 is hereby amended to read as follows:
39 118A.020 As used in this chapter, unless the context otherwise
40 requires, the terms defined in NRS 118A.030 to 118A.175,
41 inclusive, *and sections 3, 4 and 5 of this act* have the meanings
42 ascribed to them in those sections.

1 **Sec. 9.** NRS 118A.110 is hereby amended to read as follows:
2 118A.110 *1.* “Normal wear” means ~~[that]~~ ***the expected***
3 deterioration which occurs ~~[without negligence, carelessness or~~
4 ~~abuse]~~ ***during the course of a tenancy from the normal use*** of the
5 premises ~~[, equipment or chattels]~~ by the tenant, a ***household***
6 member of the ~~[tenant’s household]~~ ***tenant*** or other person on the
7 premises with the ~~[tenant’s]~~ consent ~~[.]~~ ***of the tenant.***

8 ***2. The term does not include damage to the premises which***
9 ***results from the neglect or abuse of the premises by the tenant, a***
10 ***household member of the tenant or other person on the premises***
11 ***with the consent of the tenant.***

12 **Sec. 10.** NRS 118A.200 is hereby amended to read as follows:

13 118A.200 *1.* Any written agreement for the use and
14 occupancy of a dwelling unit or premises must be signed by the
15 landlord or his or her agent and the tenant or his or her agent.

16 *2.* The landlord shall provide one copy of any written
17 agreement described in subsection 1 to the tenant free of cost at the
18 time the agreement is executed and, upon request of the tenant,
19 provide additional copies of any such agreement to the tenant within
20 a reasonable time. The landlord may charge a reasonable fee for
21 providing the additional copies.

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

24 (a) Duration of the agreement.

25 (b) Amount of rent and the manner and time of its payment ~~[,]~~,
26 ***including, without limitation:***

27 ***(1) The duration of the grace period.***

28 ***(2) The fee for the late payment of rent.***

29 (c) Occupancy by children or pets.

30 (d) Services included with the dwelling rental.

31 (e) ~~[Fees,]~~ ***Subject to the limitations set forth in NRS***
32 ***118A.220, fees, fines and costs expressly authorized by statute***

which ***are to be paid by the tenant*** ~~are required~~ and the purposes
33 for which they are required.

34 (f) Deposits which are required and the conditions for their
35 refund ~~[,]~~, ***as applicable.***

36 (g) ~~[Charges which may be required for late or partial payment~~
37 ~~of rent or for return of any dishonored check.~~

38 ~~—(h)—~~ Inspection rights of the landlord.

39 ~~[(i)]~~ ***(h)*** A listing of persons or numbers of persons who are to
40 occupy the dwelling.

41 ~~[(j)]~~ ***(i)*** Respective responsibilities of the landlord and the tenant
42 as to the payment of utility charges.

43 ~~[(k)]~~ ***(j)*** A signed record of the inventory and condition of the
44 premises under the exclusive custody and control of the tenant.

45 ~~(k)~~(k) A summary of the provisions of NRS 202.470.

1 ~~[(m)]~~(l) Information regarding the procedure pursuant to which
2 a tenant may report to the appropriate authorities:

3 (1) A nuisance.

4 (2) A violation of a building, safety or health code or
5 regulation.

6 ~~[(a)]~~(m) Information regarding the right of the tenant to engage
7 in the display of the flag of the United States, as set forth in
8 NRS 118A.325.

9 4. In addition to the provisions required by subsection 3, any
10 written rental agreement for a single-family residence which is not
11 signed by an authorized agent of the landlord who at the time of
12 signing holds a permit to engage in property management pursuant
13 to chapter 645 of NRS must contain a disclosure at the top of the
14 first page of the agreement, in a font size at least two times larger
15 than any other font size in the agreement, which states that:

16 (a) There are rebuttable presumptions in NRS 205.0813 and
17 205.0817 that the tenant does not have lawful occupancy of the
18 dwelling unless the agreement:

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

22 (2) Includes the current address and telephone number of the
23 landlord or his or her authorized representative; and

24 (b) The agreement is valid and enforceable against the landlord
25 and the tenant regardless of whether the agreement:

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

29 (2) Includes the current address and telephone number of the
30 landlord or his or her authorized representative.

31 5. ~~The amount of any fees, fines or costs required to be
included~~

32 ~~in the rental agreement pursuant to paragraph (c) of subsection 3
and the purpose for which they are required must be:~~

33 (a) ~~Disclosed in writing to the tenant before he or she enters
into the any written rental agreement or otherwise commences the
tenancy; and~~

34 (b) ~~Clearly and conspicuously printed on the first page of the
any written rental agreement.~~

35 If the tenancy is week to week or month to month, the landlord
36 may not increase the fees, fines, or costs required to be paid by the
37 tenant unless the landlord serves the tenant with a written notice
38 45 days in advance of the first payment to be increased, advising
the tenant of the increase.

39 6. The absence of a written agreement raises a disputable

40 presumption that:

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

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

44 (c) ~~[No charges for partial or late payments of rent or for~~
45 ~~dishonored checks are paid by the tenant.]~~ *There is no fee for the*
46 *late payment of rent.*

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

3 ~~{6.}-7.~~ It is unlawful for a landlord or any person authorized to
4 enter into a rental agreement on his or her behalf to use any written
5 agreement which does not conform to the provisions of this section,
6 and any provision in an agreement which contravenes the provisions
7 of this section is void.

8 ~~{7.}-8.~~ As used in this section, "single-family residence"
9 means a structure that is comprised of not more than four units. The
10 term does not include a manufactured home as defined in
11 NRS 118B.015.

12 **Sec. 11.** NRS 118A.210 is hereby amended to read as follows:

13 118A.210 1. Rent is payable without demand or notice at the
14 time and place agreed upon by the parties.

15 2. Unless the rental agreement establishes a definite term, the
16 tenancy is from week to week in the case of a tenant who pays
17 weekly rent and in all other cases the tenancy is from month to
18 month.

19 3. In the absence of an agreement, either written or oral:

20 (a) Rent is payable at the beginning of the tenancy; and

21 (b) Rent for the use and occupancy of a dwelling is the fair
22 rental value for the use and occupancy.

23 4. A landlord may charge a reasonable late fee for the late
24 payment of rent as set forth in the rental agreement, but:

25 (a) Such a late fee must not ~~exceed~~:

26 (1) *Exceed* 5 percent of the amount of the periodic rent; and

27 (2) *Be charged until the expiration of the grace period set*
28 *forth in the rental agreement; and*

29 (b) The maximum amount of the late fee must not be increased
30 based upon a late fee that was previously imposed.

31 **Sec. 12.** NRS 118A.220 is hereby amended to read as follows:

32 118A.220 1. A rental agreement shall not provide that the
33 tenant:

34 (a) Agrees to waive or forego rights or remedies afforded by this
35 chapter;

36 (b) Authorizes any person to confess judgment on any claim
37 arising out of the rental agreement;

38 (c) Agrees to pay ~~the~~:

39 (1) *The* landlord's attorney's fees, except that the agreement
40 may provide that reasonable attorney's fees may be awarded to the
41 prevailing party in the event of court action; *and*

42 (2) *Any fee, fine or cost, except those which are expressly*
43 *authorized by statute to be charged to the tenant by the landlord; or*
are actual and reasonable. Eviction fees, other than for the
reimbursement of costs actually incurred for initiating and filing

and eviction action where the landlord is the prevailing party, are prohibited.

44 (d) Agrees to the exculpation or limitation of any liability of the
45 landlord arising under law or to indemnify the landlord for that

1 liability or the costs connected therewith if the liability is based
2 upon an act or omission of the landlord or any agent or employee of
3 the landlord; or

4 (e) Agrees to give the landlord a different notice of termination
5 than that required to be given by the landlord to the tenant.

6 2. Any provision prohibited by subsection 1 is void as contrary
7 to public policy and the tenant may recover any actual damages
8 incurred through the inclusion of the prohibited provision.

9 **Sec. 13.** NRS 118A.242 is hereby amended to read as follows:

10 118A.242 1. The landlord may not demand or receive :

11 (a) ~~A security deposit or a surety bond, or a combination~~
12 ~~thereof~~, including the last month's rent, whose total amount or value
13 exceeds 3 months' periodic rent.

14 (b) *A cleaning deposit whose total amount exceeds 15 percent*
15 *of the periodic rent.*

16 2. ~~In lieu of paying all or part of the security deposit required~~
17 ~~by the landlord, a tenant may, if the landlord consents, purchase a~~
18 ~~surety bond to secure the tenant's obligation to the landlord under~~
19 ~~the rental agreement to:~~

20 (a) ~~Remedy any default of the tenant in the payment of rent [-],~~
21 ~~including the cost of the fee for the late payment of rent.~~

22 (b) ~~Repair damages to the premises other than normal wear -~~
23 ~~[and tear.~~

24 (c) ~~Clean the dwelling unit.]~~

25 3. The landlord:

26 (a) ~~Is not required to accept a surety bond purchased by the~~
27 ~~tenant in lieu of paying all or part of the security [-] deposit; and~~

28 (b) ~~May not require a tenant to purchase a [security] surety bond~~
29 ~~in lieu of paying all or part of the security [-] deposit.~~

30 4. Upon termination of the tenancy by either party for any
31 reason:

32 (a) ~~T~~the landlord may:

33 (1) Claim of the security deposit or surety
34 bond, or a combination thereof, only such amounts as are reasonably
35 necessary to remedy any default of the tenant in the payment of rent,
36 including the cost of the fee for the late payment of rent, and to
37 repair damages to the premises caused by the tenant other than
38 normal wear . [and to pay the reasonable costs of cleaning the
39 premises.] The security deposit may be used to pay the reasonable
costs of cleaning the premises only in residential dwellings
financed in whole or in part from financial assistance provided by
a governmental agency and where no cleaning deposit was
charged.

40 (2) Claim the entirety of the cleaning deposit for use at the
discretion of the landlord. The landlord may claim no additional

41 costs for cleaning, including carpet cleaning costs.
42 (b) The landlord shall deliver to ~~provide~~ the tenant ~~with~~ an
itemized written accounting of the disposition of the security
~~deposit~~ or surety bond, or a combination thereof, ~~as applicable~~, and
return any remaining portion of the security ~~deposit~~ to the tenant no
later than ~~[30]-21~~ 28 days after the termination of the tenancy.
Delivery is made by handing it to the
43 tenant personally at the place where the rent is paid, or by mailing
and postmarking it
44 to the tenant at the tenant's present address or, if that address is
45 unknown, at the tenant's last known address.

~~1 5. If a tenant disputes an item contained in an itemized written~~
~~2 accounting received from a landlord pursuant to subsection 4, the~~
~~3 tenant may send a written response disputing the item to the surety.~~
~~4 If the tenant sends the written response within 30 days after~~
~~5 receiving the itemized, written accounting, The landlord surety~~
~~shall not transfer, sell, assign, or~~
~~6 report any amounts claimed due or owing from the~~
~~tenant the claim of the landlord to a collection agency or~~
~~credit reporting agency unless~~
46 ~~the landlord surety obtains a judgment against the tenant. Any claim~~
~~or cause of action to obtain a judgment against the tenant shall be~~
~~commenced not later than 6 months after the termination of the~~
~~tenancy by either party for any reason. Any claim or cause of~~
~~action against the tenant for damages in an amount less than the~~
~~jurisdictional limit set forth in Chapter 73 of the Nevada Revised~~
~~Statutes shall be brought pursuant to that chapter.~~

1 (c) ~~6.~~ If the landlord fails or refuses to provide an
2 itemized written accounting or return the remainder of a
3 security deposit within ~~[30]-21~~ 28 days after the end of a tenancy,
the landlord:

4 (1) Is liable to the tenant for damages in an amount equal to
the entire security deposit; and

47 (2) Waives all claims or causes of action against the tenant
relating to the security deposit. and any amounts claimed due or
owing from the tenant. is liable to the tenant for damages:

1 (a) In an amount equal to the entire ~~security~~ deposit; and

2 (b) For a sum to be fixed by the court of not more than the
3 amount of the entire ~~security~~ deposit.

4 ~~7. A tenant may file a verified complaint for expedited relief~~
5 ~~for the failure or refusal of the landlord to return the remainder of~~
6 ~~a security deposit within 21 days after the termination of the~~
7 ~~tenancy. The verified complaint for expedited relief:~~

8 ~~(a) Must be filed with the court within 30-21 judicial days~~
~~after~~

9 ~~the date that the landlord becomes liable to the tenant pursuant to~~

10 ~~subsection 6; and~~

11 ~~(b) Does not preclude the tenant from filing any claim arising~~
12 ~~under the rental agreement.~~

13 ~~8. The court shall conduct a hearing on the verified~~
14 ~~complaint for expedited relief filed pursuant to subsection 7 not~~
15 ~~later than 3 judicial days after the filing of the verified complaint~~
16 ~~for expedited relief. Before or at the scheduled hearing, the tenant~~
17 ~~must provide proof that the landlord has been properly served with~~
18 ~~a copy of the verified complaint for expedited relief. Upon the~~
19 ~~hearing, if it is determined that the landlord is liable for failing or~~
20 ~~refusing to return the remainder of the security deposit within 21~~
21 ~~days after the termination of the tenancy, the court may award any~~
22 ~~damages described in paragraphs (a) and (b) of subsection 6.~~

23 ~~9. In determining the sum, if any, to be awarded under~~
24 ~~paragraph (b) of subsection 6, the court shall consider:~~

25 ~~(a) Whether the landlord acted in good faith;~~

26 ~~(b) The course of conduct between the landlord and the tenant;~~
27 ~~and~~

28 ~~(c) The degree of harm to the tenant caused by the landlord's~~
29 ~~conduct.~~

30 ~~[8. Except for an agreement which provides for a~~
31 ~~nonrefundable charge for cleaning, in a reasonable amount, no]~~

32 ~~3. 10. In any action relating to an amount claimed from a~~
33 ~~security deposit or surety bond, or combination thereof, by a~~
34 ~~landlord for repairing damage to the premises caused by the~~
~~tenant other than normal wear.:~~

1 ~~(a) There is a rebuttable presumption that there was no~~
2 ~~damage to the premises; and~~

3 ~~(b) The landlord has the burden of proving by clear and~~
4 ~~convincing evidence;~~

5 (a) that the damage to the premises occurred
6 during the tenancy of the tenant; and

7 (b) (c) The landlord must provide proof of actual costs incurred
by the landlord to of repair the damage or 3 written repair
estimates if the damage has not yet been repaired.

8 II. 4. A rental agreement ~~[may]~~ **must not** contain any provision
9 characterizing any security *deposit* under this section as
10 nonrefundable or any provision waiving or modifying a tenant's
11 rights under this section. Any such provision is void as contrary to
12 public policy.

13 ~~[9.] 12. 5.~~ The claim of a tenant to a security *deposit* to which the
14 tenant is entitled under this chapter takes precedence over the claim
15 of any creditor of the landlord.

35 6. The landlord shall not transfer, sell, assign, or report any
amounts claimed due or owing from the tenant to a collection
agency or credit reporting agency unless the landlord obtains a
judgment against the tenant. Any action to obtain a judgment
against the tenant shall be commenced not later than 6 months
after the termination of the tenancy by either party for any
reason. Any action against the tenant for damages in an amount
less than the jurisdictional limit set forth in Chapter 73 of the
Nevada Revised Statutes shall be brought pursuant to that
chapter.

1 **Sec. 14.** NRS 118A.244 is hereby amended to read as follows:

2 118A.244 1. Upon termination of the landlord's interest in
3 the dwelling unit, whether by sale, assignment, death, appointment
4 of receiver or otherwise, the landlord or his or her agent shall,
5 within a reasonable time, do one of the following, which relieves the
6 landlord of further liability with respect to the security *deposit* ~~or~~
7 ~~surety bond, or a combination thereof:~~

8 (a) Notify the tenant in writing of the name, address and
9 telephone number of the landlord's successor in interest, and that the
10 landlord has transferred to his or her successor in interest the portion
11 of the security *deposit* ~~or surety bond, or combination thereof,~~
12 remaining after making any deductions allowed under
26 NRS 118A.242.

27 (b) Return to the tenant the portion of the security *deposit*
28 remaining after making any deductions allowed under
29 NRS 118A.242.

30 ↪ The successor has the rights, obligations and liabilities of the
31 former landlord as to any ~~[securities which are]~~ *portion of the*

32 *security deposit* owed under this section or NRS 118A.242 at the
33 time of transfer.

34 2. The landlord shall, before he or she records a deed
35 transferring any dwelling unit:

36 (a) Transfer to his or her successor, in writing, the portion of any
37 tenant's security deposit or other money held by the landlord which
38 remains after making any deductions allowed under NRS 118A.242;
39 or

40 (b) Notify his or her successor in writing that the landlord has
41 returned all such *security* deposits or portions thereof to the tenant.

42 3. Upon the termination of a landlord's interest in the dwelling
43 unit, whether by sale, assignment, death, appointment of receiver or
44 otherwise, the successor in interest:

1 (a) Shall accept the tenant's security *deposit* ~~or surety bond, or a~~
2 ~~combination thereof~~; and

3 (b) Shall not require any additional security *deposit* ~~or surety~~
4 ~~bond, or a combination thereof~~, from the tenant during the term of
5 the rental agreement.

6 **4. Immediately upon transfer or change of a landlord's agent, broker, or property management company to a new entity, landlord or such new agent, broker, or property management company shall notify the tenant in writing of the name, address and telephone number of the new entity. The notice shall also inform the tenant that the security deposit was transferred in its entirety without deductions to the new entity, and that no additional security deposit shall be required from the tenant.**

7 **Sec. 15.** NRS 118A.250 is hereby amended to read as follows:

8 118A.250 The landlord shall deliver to the tenant upon the
9 tenant's request a signed written receipt for the security *deposit* ~~or~~
10 ~~surety bond, or a combination thereof~~, and any other payments,
11 deposits or fees, including rent, paid by the tenant and received by
12 the landlord. The tenant may refuse to make rent payments until the
13 landlord tenders the requested receipt.

14 **Sec. 16.** NRS 118A.350 is hereby amended to read as follows:

15 118A.350 1. Except as otherwise provided in this chapter, if
16 the landlord fails to comply with the rental agreement, the tenant
17 shall deliver a written notice to the landlord specifying the acts and
18 omissions constituting the breach and stating that the rental
19 agreement will terminate as provided in this section. If the breach is
20 remediable and the landlord adequately remedies the breach or uses
21 his or her best efforts to remedy the breach within 14 days after
22 receipt of the notice, the rental agreement does not terminate by
23 reason of the breach. If the landlord fails to remedy the breach or
24 make a reasonable effort to do so within the prescribed time, the
25 tenant may:

26 (a) Terminate the rental agreement immediately.

27 (b) Recover actual damages.

28 (c) Apply to the court for such relief as the court deems proper
29 under the circumstances.

30 2. The tenant may not terminate the rental agreement for a
31 condition caused by the tenant's own deliberate or negligent act or
32 omission or that of a member of his or her household or other person
33 on the premises with his or her consent.

34 3. If the rental agreement is terminated, the landlord shall
35 return all prepaid rent and *any* security *deposit* recoverable by the
36 tenant under this chapter.

37 4. A tenant may not proceed under this section unless the
38 tenant has given notice as required by subsection 1, except that the

39 tenant may, without giving that notice, recover damages under
40 paragraph (b) of subsection 1 if the landlord:

41 (a) Admits to the court that the landlord had knowledge of the
42 condition constituting the breach; or

43 (b) Has received written notice of that condition from a
44 governmental agency authorized to inspect for violations of
45 building, housing or health codes.

1 **Sec. 17.** NRS 118A.355 is hereby amended to read as follows:

2 118A.355 1. Except as otherwise provided in this chapter, if
3 a landlord fails to maintain a dwelling unit in a habitable condition
4 as required by this chapter, the tenant shall deliver a written notice
5 to the landlord specifying each failure by the landlord to maintain
6 the dwelling unit in a habitable condition and requesting that the
7 landlord remedy the failures. If a failure is remediable and the
8 landlord adequately remedies the failure or uses his or her best
9 efforts to remedy the failure within 14 days after receipt of the
10 notice, the tenant may not proceed under this section. If the landlord
11 fails to remedy a material failure to maintain the dwelling unit in a
12 habitable condition or to make a reasonable effort to do so within
13 the prescribed time, the tenant may:

14 (a) Terminate the rental agreement immediately.

15 (b) Recover actual damages.

16 (c) Apply to the court for such relief as the court deems proper
17 under the circumstances.

18 (d) Withhold any rent that becomes due without incurring ~~Hate~~
19 ~~fees, charges for notice or~~ any ~~other charge or~~ fee, *fine or cost*
20 authorized by ~~this chapter or~~ the rental agreement until the
21 landlord has remedied, or has attempted in good faith to remedy, the
22 failure.

23 2. The tenant may not proceed under this section:

24 (a) For a condition caused by the tenant's own deliberate or
25 negligent act or omission or that of a member of his or her
26 household or other person on the premises with his or her consent;
27 or

28 (b) If the landlord's inability to adequately remedy the failure or
29 use his or her best efforts to remedy the failure within 14 days is due
30 to the tenant's refusal to allow lawful access to the dwelling unit as
31 required by the rental agreement or this chapter.

32 3. If the rental agreement is terminated, the landlord shall
33 return all prepaid rent and *any* security *deposit* recoverable by the
34 tenant under this chapter.

35 4. A tenant may not proceed under this section unless the
36 tenant has given notice as required by subsection 1, except that the
37 tenant may, without giving that notice:

38 (a) Recover damages under paragraph (b) of subsection 1 if the
39 landlord:

40 (1) Admits to the court that the landlord had knowledge of
41 the condition constituting the failure to maintain the dwelling in a
42 habitable condition; or

43 (2) Has received written notice of that condition from a
44 governmental agency authorized to inspect for violations of
45 building, housing or health codes.

1 (b) Withhold rent under paragraph (d) of subsection 1 if the
2 landlord:

3 (1) Has received written notice of the condition constituting
4 the failure to maintain the dwelling in a habitable condition from a
5 governmental agency authorized to inspect for violations of
6 building, housing or health codes; and

7 (2) Fails to remedy or attempt in good faith to remedy the
8 failure within the time prescribed in the written notice of that
9 condition from the governmental agency.

10 5. Justice courts shall establish by local rule a mechanism by
11 which tenants may deposit rent withheld under paragraph (d) of
12 subsection 1 into an escrow account maintained or approved by the
13 court. A tenant does not have a defense to an eviction under
14 paragraph (d) of subsection 1 unless the tenant has deposited the
15 withheld rent into an escrow account pursuant to this subsection.

16 **Sec. 18.** NRS 118A.370 is hereby amended to read as follows:

17 118A.370 If the landlord fails to deliver possession of the
18 dwelling unit to the tenant as provided in this chapter, rent abates
19 until possession is delivered as required, and the tenant may:

20 1. Terminate the rental agreement upon at least 5 days' written
21 notice to the landlord and upon termination the landlord shall return
22 all prepaid rent, *any* security *deposit* recoverable under this chapter
23 ~~[,] and any [payment,] other fee, cost or deposit [, fee or charge to~~
24 ~~secure the execution of] required under the rental agreement ~~[, or]~~~~
25 ~~to be paid by the tenant before his or her possession of the~~
26 ~~premises.~~

27 2. Demand performance of the rental agreement by the
28 landlord and, if the tenant elects, maintain an action for possession
29 of the dwelling unit against the landlord or any person wrongfully in
30 possession and recover the actual damages sustained. If the landlord
31 has exercised due diligence to evict the holdover tenant or remedy
32 the condition keeping the new tenant from taking possession, the
33 landlord is not liable for damages. ~~[, or]~~

34 3. Pursue any other remedies to which the tenant is entitled,
35 including the right to recover any actual damages suffered.

36 **Sec. 19.** NRS 118A.380 is hereby amended to read as follows:

37 118A.380 1. If the landlord is required by the rental
38 agreement or this chapter to supply heat, air-conditioning, running
39 water, hot water, electricity, gas, a functioning door lock or another
40 essential item or service and the landlord willfully or negligently
41 fails to do so, causing the premises to become unfit for habitation,
42 the tenant shall give written notice to the landlord specifying the
43 breach. If the landlord does not adequately remedy the breach, or
44 use his or her best efforts to remedy the breach within 48 hours,

1 except a Saturday, Sunday or legal holiday, after it is received by
2 the landlord, the tenant may, in addition to any other remedy:

3 (a) Procure reasonable amounts of such essential items or
4 services during the landlord's noncompliance and deduct their
5 actual and reasonable cost from the rent;

6 (b) Recover actual damages, including damages based upon the
7 lack of use of the premises or the diminution of the fair rental value
8 of the dwelling unit;

9 (c) Withhold any rent that becomes due during the landlord's
10 noncompliance without incurring ~~late fees, charges for notice or~~
11 any ~~other charge or~~ fee, *fine or cost* authorized by ~~this chapter~~
12 ~~or~~ the rental agreement, until the landlord has attempted in good
13 faith to restore the essential items or services; or

14 (d) Procure other housing which is comparable during the
15 landlord's noncompliance, and the rent for the original premises
16 fully abates during this period. The tenant may recover the actual
17 and reasonable cost of that other housing which is in excess of the
18 amount of rent which is abated.

19 2. If the tenant proceeds under this section, the tenant may not
20 proceed under NRS 118A.350 and 118A.360 as to that breach.

21 3. The rights of the tenant under this section do not arise until
22 the tenant has given written notice as required by subsection 1,
23 except that the tenant may, without having given that notice:

24 (a) Recover damages as authorized under paragraph (b) of
25 subsection 1 if the landlord:

26 (1) Admits to the court that the landlord had knowledge of
27 the lack of such essential items or services; or

28 (2) Has received written notice of the uninhabitable
29 condition caused by such a lack from a governmental agency
30 authorized to inspect for violations of building, housing or health
31 codes.

32 (b) Withhold rent under paragraph (c) of subsection 1 if the
33 landlord:

34 (1) Has received written notice of the condition constituting
35 the breach from a governmental agency authorized to inspect for
36 violations of building, housing or health codes; and

37 (2) Fails to remedy or attempt in good faith to remedy the
38 breach within the time prescribed in the written notice of that
39 condition from the governmental agency.

40 4. The rights of the tenant under paragraph (c) of subsection 1
41 do not arise unless the tenant is current in the payment of rent at the
42 time of giving written notice pursuant to subsection 1.

43 5. If such a condition was caused by the deliberate or negligent
44 act or omission of the tenant, a member of his or her household or

1 other person on the premises with his or her consent, the tenant has
2 no rights under this section.

3 **Sec. 20.** NRS 118A.390 is hereby amended to read as follows:

4 118A.390 1. If the landlord unlawfully removes the tenant
5 from the premises or excludes the tenant by blocking or attempting
6 to block the tenant's entry upon the premises, willfully interrupts or
7 causes or permits the interruption of any essential item or service
8 required by the rental agreement or this chapter or otherwise
9 recovers possession of the dwelling unit in violation of NRS
10 118A.480, the tenant may recover immediate possession pursuant to
11 subsection 4, proceed under NRS 118A.380 or terminate the rental
12 agreement and, in addition to any other remedy, recover the tenant's
13 actual damages, receive an amount not greater than \$2,500 to be
14 fixed by the court, or both.

15 2. In determining the amount, if any, to be awarded under
16 subsection 1, the court shall consider:

17 (a) Whether the landlord acted in good faith;

18 (b) The course of conduct between the landlord and the tenant;
19 and

20 (c) The degree of harm to the tenant caused by the landlord's
21 conduct.

22 3. If the rental agreement is terminated pursuant to subsection
23 1, the landlord shall return all prepaid rent and *any* security *deposit*
24 recoverable under this chapter.

25 4. Except as otherwise provided in subsection 5, the tenant may
26 recover immediate possession of the premises from the landlord by
27 filing a verified complaint for expedited relief for the unlawful
28 removal or exclusion of the tenant from the premises, the willful
29 interruption of any essential item or service or the recovery of
30 possession of the dwelling unit in violation of NRS 118A.480.

31 5. A verified complaint for expedited relief:

32 (a) Must be filed with the court within 5 judicial days after the
33 date of the unlawful act by the landlord, and the verified complaint
34 must be dismissed if it is not timely filed. If the verified complaint
35 for expedited relief is dismissed pursuant to this paragraph, the
36 tenant retains the right to pursue all other available remedies against
37 the landlord.

38 (b) May be consolidated with any action for summary eviction
39 or unlawful detainer that is already pending between the landlord
40 and tenant.

41 6. The court shall conduct a hearing on the verified complaint
42 for expedited relief not later than 3 judicial days after the filing of
43 the verified complaint for expedited relief. Before or at the
44 scheduled hearing, the tenant must provide proof that the landlord
45 has been properly served with a copy of the verified complaint for

1 expedited relief. Upon the hearing, if it is determined that the
2 landlord has violated any of the provisions of subsection 1, the court
3 may:

4 (a) Order the landlord to restore to the tenant the premises or
5 essential items or services, or both;

6 (b) Award damages pursuant to subsection 1; and

7 (c) Enjoin the landlord from violating the provisions of
8 subsection 1 and, if the circumstances so warrant, hold the landlord
9 in contempt of court.

10 7. The payment of all costs and official fees must be deferred
11 for any tenant who files a verified complaint for expedited relief.
12 After any hearing and not later than final disposition of the filing or
13 order, the court shall assess the costs and fees against the party that
14 does not prevail, except that the court may reduce them or waive
15 them, as justice may require.

16 **Sec. 21.** NRS 118A.400 is hereby amended to read as follows:

17 118A.400 1. If the dwelling unit or premises are damaged or
18 destroyed by fire or casualty to an extent that enjoyment of the
19 dwelling unit is substantially impaired, the landlord may terminate
20 the rental agreement and the tenant may, in addition to any other
21 remedy:

22 (a) Immediately vacate the premises and notify the landlord
23 within 7 days thereafter of the tenant's intention to terminate the
24 rental agreement, in which case the rental agreement terminates as
25 of the date of vacating.

26 (b) If continued occupancy is lawful, vacate any part of the
27 dwelling unit rendered unusable by the fire or casualty, in which
28 case the tenant's liability for rent is reduced in proportion to the
29 diminution in the fair rental value of the dwelling unit or lack of use
30 of the dwelling unit.

31 2. If the rental agreement is terminated, the landlord shall
32 return all prepaid rent and *any* security *deposit* recoverable under
33 this chapter. Accounting for rent in the event of termination or such
34 continued occupancy shall be made as of the date the premises were
35 vacated.

36 3. This section does not apply if it is determined that the fire or
37 casualty were caused by deliberate or negligent acts of the tenant, a
38 member of his or her household or other person on the premises
39 with his or her consent.

40 **Sec. 22.** NRS 118A.440 is hereby amended to read as follows:

41 118A.440 If the tenant's failure to perform basic obligations
42 under this chapter can be remedied by repair ~~[.]~~ *or* replacement of a
43 damaged item , ~~[or cleaning.]~~ and the tenant fails to use his or her
44 best efforts to comply within 14 days after written notice by the
45 landlord specifying the breach and requesting that the tenant remedy

1 it within that period of time or more promptly if conditions require
2 in case of emergency, the landlord may enter the dwelling unit and
3 cause the work to be done in a workmanlike manner and submit the
4 itemized bill for the actual and reasonable cost, or the fair and
5 reasonable value of the work. The itemized bill shall be paid as rent
6 on the next date periodic rent is due, or if the rental agreement has
7 terminated, may be submitted to the tenant for immediate payment
8 or deducted from the security ~~fund~~ *deposit*.

9 **Sec. 23.** NRS 40.253 is hereby amended to read as follows:

10 40.253 1. Except as otherwise provided in subsection 12, in
11 addition to the remedy provided in NRS 40.2512 and 40.290 to
12 40.420, inclusive, when the tenant of any dwelling, apartment,
13 mobile home or recreational vehicle with periodic rent reserved by
14 the month or any shorter period is in default in payment of the rent,
15 the landlord or the landlord's agent may cause to be served a notice
16 in writing, requiring in the alternative the payment of the rent or the
17 surrender of the premises:

18 (a) Before the close of business on the seventh judicial day
19 following the day of service; or

20 (b) If the landlord chooses not to proceed in the manner set forth
21 in paragraph (a) and the rent is reserved by a period of 1 week or
22 less and the tenancy has not continued for more than 45 days, at or
23 before noon of the fourth full day following the day of service.

24 ↪ As used in this subsection, "day of service" means the day the
25 landlord or the landlord's agent personally delivers the notice to the
26 tenant. If personal service was not so delivered, the "day of service"
27 means the day the notice is delivered, after posting and mailing
28 pursuant to subsection 2, to the sheriff or constable for service if the
29 request for service is made before noon. If the request for service by
30 the sheriff or constable is made after noon, the "day of service" shall
31 be deemed to be the day next following the day that the request is
32 made for service by the sheriff or constable.

33 2. A landlord or the landlord's agent who serves a notice to a
34 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
35 deliver the notice in person in the manner set forth in subsection 2 of
36 NRS 40.2542. If the notice cannot be delivered in person, the
37 landlord or the landlord's agent:

38 (a) Shall post a copy of the notice in a conspicuous place on the
39 premises and mail the notice by overnight mail; and

40 (b) After the notice has been posted and mailed, may deliver the
41 notice to the sheriff or constable for service in the manner set forth
42 in subsection 1 of NRS 40.280. The sheriff or constable shall not
43 accept the notice for service unless it is accompanied by written
44 evidence, signed by the tenant when the tenant took possession of
45 the premises, that the landlord or the landlord's agent informed the

1 tenant of the provisions of this section which set forth the lawful
2 procedures for eviction from a short-term tenancy. Upon
3 acceptance, the sheriff or constable shall serve the notice within 48
4 hours after the request for service was made by the landlord or the
5 landlord's agent.

6 3. A notice served pursuant to subsection 1 or 2 must:

7 (a) Identify the court that has jurisdiction over the matter; and

8 (b) Advise the tenant:

9 (1) Of the tenant's right to contest the matter by filing, within
10 the time specified in subsection 1 for the payment of the rent or
11 surrender of the premises, an affidavit with the court that has
12 jurisdiction over the matter stating that the tenant has tendered
13 payment or is not in default in the payment of the rent;

14 (2) That if the court determines that the tenant is guilty of an
15 unlawful detainer, the court may issue a summary order for removal
16 of the tenant or an order providing for the nonadmittance of the
17 tenant, directing the sheriff or constable of the county to post the
18 order in a conspicuous place on the premises not later than 24 hours
19 after the order is received by the sheriff or constable. The sheriff or
20 constable shall remove the tenant not earlier than 24 hours but not
21 later than 36 hours after the posting of the order; and

22 (3) That, pursuant to NRS 118A.390, a tenant may seek relief
23 if a landlord unlawfully removes the tenant from the premises or
24 excludes the tenant by blocking or attempting to block the tenant's
25 entry upon the premises or willfully interrupts or causes or permits
26 the interruption of an essential service required by the rental
27 agreement or chapter 118A of NRS.

28 4. If the tenant files such an affidavit at or before the time
29 stated in the notice, the landlord or the landlord's agent, after receipt
30 of a file-stamped copy of the affidavit which was filed, shall not
31 provide for the nonadmittance of the tenant to the premises by
32 locking or otherwise.

33 5. Upon noncompliance with the notice:

34 (a) The landlord or the landlord's agent may apply by affidavit
35 of complaint for eviction to the justice court of the township in
36 which the dwelling, apartment, mobile home or recreational vehicle
37 are located or to the district court of the county in which the
38 dwelling, apartment, mobile home or recreational vehicle are
39 located, whichever has jurisdiction over the matter. The court may
40 thereupon issue an order directing the sheriff or constable of the
41 county to post the order in a conspicuous place on the premises not
42 later than 24 hours after the order is received by the sheriff or
43 constable. The sheriff or constable shall remove the tenant not
44 earlier than 24 hours but not later than 36 hours after the posting of
45 the order. The affidavit must state or contain:

1 (1) The date the tenancy commenced.

2 (2) The amount of periodic rent reserved.

3 (3) The amounts of any cleaning, security or rent deposits
4 paid in advance, in excess of the first month's rent, by the tenant.

5 (4) The date the rental payments became delinquent.

6 (5) The length of time the tenant has remained in possession
7 without paying rent.

8 (6) The amount of rent claimed due and delinquent.

9 (7) A statement that the written notice was served on the
10 tenant in accordance with NRS 40.280.

11 (8) A copy of the written notice served on the tenant.

12 (9) A copy of the signed written rental agreement, if any.

13 (b) Except when the tenant has timely filed the affidavit
14 described in subsection 3 and a file-stamped copy of it has been
15 received by the landlord or the landlord's agent, and except when
16 the landlord is prohibited pursuant to NRS 118A.480, the landlord
17 or the landlord's agent may, in a peaceable manner, provide for the
18 nonadmittance of the tenant to the premises by locking or otherwise.

19 6. Upon the filing by the tenant of the affidavit permitted in
20 subsection 3, regardless of the information contained in the
21 affidavit, and the filing by the landlord of the affidavit permitted by
22 subsection 5, the justice court or the district court shall hold a
23 hearing, after service of notice of the hearing upon the parties, to
24 determine the truthfulness and sufficiency of any affidavit or notice
25 provided for in this section. If the court determines that there is no
26 legal defense as to the alleged unlawful detainer and the tenant is
27 guilty of an unlawful detainer, the court may issue a summary order
28 for removal of the tenant or an order providing for the
29 nonadmittance of the tenant. If the court determines that there is a
30 legal defense as to the alleged unlawful detainer, the court shall
31 refuse to grant either party any relief, and, except as otherwise
32 provided in this subsection, shall require that any further
33 proceedings be conducted pursuant to NRS 40.290 to 40.420,
34 inclusive. The issuance of a summary order for removal of the
35 tenant does not preclude an action by the tenant for any damages or
36 other relief to which the tenant may be entitled. If the alleged
37 unlawful detainer was based upon subsection 5 of NRS 40.2514, the
38 refusal by the court to grant relief does not preclude the landlord
39 thereafter from pursuing an action for unlawful detainer in
40 accordance with NRS 40.251.

41 7. The tenant may, upon payment of the appropriate fees
42 relating to the filing and service of a motion, file a motion with the
43 court, on a form provided by the clerk of the court, to dispute the
44 amount of the costs, if any, claimed by the landlord pursuant to NRS
45 118A.460 for the inventory, moving and storage of personal

1 property left on the premises. The motion must be filed within 20
2 days after the summary order for removal of the tenant or the
3 abandonment of the premises by the tenant, or within 20 days after:

4 (a) The tenant has vacated or been removed from the premises;
5 and

6 (b) A copy of those charges has been requested by or provided
7 to the tenant,

8 ↪ whichever is later.

9 8. Upon the filing of a motion pursuant to subsection 7, the
10 court shall schedule a hearing on the motion. The hearing must be
11 held within 10 days after the filing of the motion. The court shall
12 affix the date of the hearing to the motion and order a copy served
13 upon the landlord by the sheriff, constable or other process server.
14 At the hearing, the court may:

15 (a) Determine the costs, if any, claimed by the landlord pursuant
16 to NRS 118A.460 and any accumulating daily costs; and

17 (b) Order the release of the tenant's property upon the payment
18 of the charges determined to be due or if no charges are determined
19 to be due.

20 9. The tenant may, upon payment of the appropriate fees
21 relating to the filing and service of a motion, file a motion with the
22 court on a form provided by the clerk of court to dispute the
23 reasonableness of the actions of a landlord pursuant to subsection 3
24 of NRS 118A.460. The motion must be filed within 5 days after the
25 tenant has vacated or been removed from the premises. Upon the
26 filing of a motion pursuant to this subsection, the court shall
27 schedule a hearing on the motion. The hearing must be held within 5
28 days after the filing of the motion. The court shall affix the date of
29 the hearing to the motion and order a copy served upon the landlord
30 by the sheriff, constable or other process server. At the hearing, the
31 court may:

32 (a) Order the landlord to allow the retrieval of the tenant's
33 essential personal effects at the date and time and for a period
34 necessary for the retrieval, as determined by the court; and

35 (b) Award damages in an amount not greater than \$2,500.

36 10. In determining the amount of damages, if any, to be
37 awarded under paragraph (b) of subsection 9, the court shall
38 consider:

39 (a) Whether the landlord acted in good faith;

40 (b) The course of conduct between the landlord and the tenant;
41 and

42 (c) The degree of harm to the tenant caused by the landlord's
43 conduct.

1 11. A landlord shall not refuse to accept rent from a tenant that
2 is submitted after the landlord or the landlord's agent has served or
3 had served a notice pursuant to subsection 1 if the refusal is based on
4 on the fact that the tenant has not paid collection fees, attorney's
5 fees or other costs other than rent, a reasonable ~~[charge]~~ *fee* for late
6 ~~[payments]~~ *payment* of rent ~~[or dishonored checks,]~~ or a security ~~[]~~
7 *deposit*. As used in this subsection, ~~["security"]~~ *"security deposit"*
8 has the meaning ascribed to it in ~~[NRS 118A.240.]~~ *section 5 of this*
9 *act*.

10 12. Except as otherwise provided in NRS 118A.315, this
11 section does not apply to:

12 (a) The tenant of a mobile home lot in a mobile home park or to
13 the tenant of a recreational vehicle lot in an area of a mobile
14 home park in this State other than an area designated as a
15 recreational vehicle lot pursuant to the provisions of subsection 8 of
16 NRS 40.215.

17 (b) A tenant who provides proof to the landlord that he or she is
18 a federal worker, tribal worker, state worker or household member
19 of such a worker during a shutdown.

20 13. As used in this section, "close of business" means the close
21 of business of the court that has jurisdiction over the matter.

22 **Sec. 24.** NRS 40.280 is hereby amended to read as follows:

23 40.280 1. Except as otherwise provided in NRS 40.253 and
24 40.2542, the notices required by NRS 40.251 to 40.260, inclusive,
25 must be served by the sheriff, a constable, a person who is licensed
26 as a process server pursuant to chapter 648 of NRS or the agent of
27 an attorney licensed to practice in this State:

28 (a) By delivering a copy to the tenant personally.

29 (b) If the tenant is absent from the tenant's place of residence or
30 from the tenant's usual place of business, by leaving a copy with a
31 person of suitable age and discretion at either place and mailing a
32 copy to the tenant at the tenant's place of residence or place of
33 business.

34 (c) If the place of residence or business cannot be ascertained, or
35 a person of suitable age or discretion cannot be found there, by
36 posting a copy in a conspicuous place on the leased property,
37 delivering a copy to a person there residing, if the person can be
38 found, and mailing a copy to the tenant at the place where the leased
39 property is situated.

40 2. The notices required by NRS 40.230, 40.240 and 40.414
41 must be served upon an unlawful or unauthorized occupant:

42 (a) Except as otherwise provided in this paragraph and
43 paragraph (b), by delivering a copy to the unlawful or unauthorized
44 occupant personally, in the presence of a witness. If service is
45 accomplished by the sheriff, constable or a person who is licensed

1 as a process server pursuant to chapter 648 of NRS, the presence of
2 a witness is not required.

3 (b) If the unlawful or unauthorized occupant is absent from the
4 real property, by leaving a copy with a person of suitable age and
5 discretion at the property and mailing a copy to the unlawful or
6 unauthorized occupant at the place where the property is situated. If
7 the occupant is unknown, the notice must be addressed to "Current
8 Occupant."

9 (c) If a person of suitable age or discretion cannot be found at
10 the real property, by posting a copy in a conspicuous place on the
11 property and mailing a copy to the unlawful or unauthorized
12 occupant at the place where the property is situated. If the occupant
13 is unknown, the notice must be addressed to "Current Occupant."

14 3. Service upon a subtenant may be made in the same manner
15 as provided in subsection 1.

16 4. Proof of service of any notice required by NRS 40.230 to
17 40.260, inclusive, must be filed with the court before:

18 (a) An order for removal of a tenant is issued pursuant to NRS
19 40.253 or 40.254;

20 (b) An order for removal of an unlawful or unauthorized
21 occupant is issued pursuant to NRS 40.414;

22 (c) A writ of restitution is issued pursuant to NRS 40.290 to
23 40.420, inclusive; or

24 (d) An order for removal of a commercial tenant pursuant to
25 NRS 40.2542.

26 5. Proof of service of notice pursuant to NRS 40.230 to 40.260,
27 inclusive, that must be filed before the court may issue an order or
28 writ filed pursuant to paragraph (a), (b) or (c) of subsection 4 must
29 consist of:

30 (a) Except as otherwise provided in paragraph (b):

31 (1) If the notice was served pursuant to subsection 1, a
32 written statement, endorsed by the person who served the notice,
33 stating the date and manner of service. The statement must also
34 include the number of the badge or license of the person who served
35 the notice. If the notice was served by the agent of an attorney
36 licensed in this State, the statement must be accompanied by a
37 declaration, signed by the attorney and bearing the license number
38 of the attorney, stating that the attorney:

39 (I) Was retained by the landlord in an action pursuant to
40 NRS 40.230 to 40.420, inclusive;

41 (II) Reviewed the date and manner of service by the
42 agent; and

43 (III) Believes to the best of his or her knowledge that such
44 service complies with the requirements of this section.

1 (2) If the notice was served pursuant to paragraph (a) of
2 subsection 2, an affidavit or declaration signed by the tenant or the
3 unlawful or unauthorized occupant, as applicable, and a witness,
4 signed under penalty of perjury by the server, acknowledging that
5 the tenant or occupant received the notice on a specified date.

6 (3) If the notice was served pursuant to paragraph (b) or (c)
7 of subsection 2, an affidavit or declaration signed under penalty of
8 perjury by the person who served the notice, stating the date and
9 manner of service and accompanied by a confirmation of delivery or
10 certificate of mailing issued by the United States Postal Service or
11 confirmation of actual delivery by a private postal service.

12 (b) For a short-term tenancy, if service of the notice was not
13 delivered in person:

14 (1) A certificate of mailing issued by the United States Postal
15 Service or by a private postal service to the landlord or the
16 landlord's agent; or

17 (2) The endorsement of a sheriff or constable stating the:

18 (I) Time and date the request for service was made by the
19 landlord or the landlord's agent;

20 (II) Time, date and manner of the service; and

21 (III) Fees paid for the service.

22 6. Proof of service of notice pursuant to NRS 40.230 to 40.260,
23 inclusive, that must be filed before the court may issue an order filed
24 pursuant to paragraph (d) of subsection 4 must consist of:

25 (a) Except as otherwise provided in paragraphs (b) and (c):

26 (1) If the notice was served pursuant to subsection 2 of NRS
27 40.2542, an affidavit or declaration signed by the tenant or the
28 unlawful or unauthorized occupant, and a witness, as applicable,
29 signed under penalty of perjury by the server, acknowledging that
30 the tenant or occupant received the notice on a specified date.

31 (2) If the notice was served pursuant to paragraph (b) or (c)
32 of subsection 1, an affidavit or declaration signed under penalty of
33 perjury by the person who served the notice, stating the date and
34 manner of service and accompanied by a confirmation of delivery or
35 certificate of mailing issued by the United States Postal Service or
36 confirmation of actual delivery by a private postal service.

37 (b) If the notice was served by a sheriff, a constable or a person
38 who is licensed as a process server pursuant to chapter 648 of NRS,
39 a written statement, endorsed by the person who served the notice,
40 stating the date and manner of service. The statement must also
41 include the number of the badge or license of the person who served
42 the notice.

43 (c) For a short-term tenancy, if service of the notice was not
44 delivered in person:

1 (1) A certificate of mailing issued by the United States Postal
2 Service or by a private postal service to the landlord or the
3 landlord's agent; or

4 (2) The endorsement of a sheriff or constable stating the:

5 (I) Time and date the request for service was made by the
6 landlord or the landlord's agent;

7 (II) Time, date and manner of the service; and

8 (III) Fees paid for the service.

9 7. For the purpose of this section, an agent of an attorney
10 licensed in this State shall only serve notice pursuant to subsection 1
11 if:

12 (a) The landlord has retained the attorney in an action pursuant
13 to NRS 40.230 to 40.420, inclusive; ~~and~~

14 (b) The agent is acting at the direction and under the direct
15 supervision of the attorney ~~and~~; *and*

16 *(c) The agent is not currently working as an active property
manager for any property in the State.~~the property manager of~~
~~the premises from~~*

17 ~~which the landlord seeks to evict the tenant.~~

18 **Sec. 25.** Any rental agreement between a landlord and tenant
19 entered into before the effective date of this act is binding upon
20 the parties to the agreement and may be enforced on or after the
21 effective date of this act, regardless of whether any provision of the
22 rental agreement conflicts with the amendatory provisions of this
23 act.

24 **Sec. 26.** NRS 118A.240 is hereby repealed.

25 **Sec. 27.** This act becomes effective upon passage and
26 approval.

TEXT OF REPEALED SECTION

118A.240 "Security" defined.

1. Any payment, deposit, fee or charge that is to be used for
any of the following purposes is "security" and is governed by the
provisions of this section and NRS 118A.242 and 118A.244:

(a) Remediating any default of the tenant in the payments of rent.

(b) Repairing damages to the premises other than normal wear
caused by the tenant.

(c) Cleaning the dwelling unit.

2. "Security" does not include:

(a) Any payment, deposit or fee to secure an option to purchase
the premises; or

(b) Any payment to a corporation qualified under the laws of

this State as a surety, guarantor or obligator for a premium paid to

secure a surety bond or a similar bond, guarantee or insurance coverage for purposes of securing a tenant's obligations to a landlord as described in NRS 118A.242.

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April 9, 2021
Senator Ratti
SB 218

Additional Amendments since last draft was submitted 4/8:

- Section 6 – Revise as follows:
 - “A landlord shall not charge a fee for the submission of ~~more than one~~ a rental application **other than for one tenant or group of prospective cotenants for one available unit** at a time. The fee must not exceed the **direct and actual costs of the landlord, excluding personnel time and administrative costs** ~~of a background check.~~

- Section 10 (5) (b) – insert the following: “Clearly and conspicuously printed **as a summary accounting of fees with a total amount** on the first page of any written rental agreement.”

- Section 10(b) - After “45 days,” insert “**in the case of any month to month tenancy, or 15 days, in the case of any week to week tenancy,**”

- Section 14 (4)- Strike ~~immediately upon transfer~~ and replace with ***Within 7 business days***

- Section 13 (6) – replace the phrase “6 months” with the phrase “8 months.”

- Add a new section: Sec. 28. NRS 73.012 is amended to read as follows: Representation of nongovernmental legal or commercial entity by its director, officer or employee and agent of the landlord.
 1. (1) A corporation, partnership, business trust, estate, trust, association or any other nongovernmental legal or commercial entity may be represented by its director, officer or employee in an action mentioned or covered by this chapter.
 2. (2) ***A landlord may be represented by landlord’s agent in an action mentioned or covered by this chapter.***