

SENATE BILL NO. 78—SENATOR DONATE

PREFILED JANUARY 26, 2023

JOINT SPONSORS: ASSEMBLYMEN GONZÁLEZ, PETERS; AND WATTS

Referred to Committee on Commerce and Labor

SUMMARY—Makes various changes relating to property.
(BDR 10-623)

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 property; establishing and revising various definitions relating to property; establishing provisions relating to fees charged by landlords to prospective tenants; prohibiting landlords from transferring, selling, assigning or reporting to certain agencies information concerning amounts owed by tenants to landlords; establishing provisions relating to circumstances under which a landlord changes his or her agent, broker or property management company; making various changes relating to fees, fines, deposits and costs paid by tenants; requiring rental agreements to include a grace period for the late payment of rent; requiring a tenant to be served with advance notice of increases in certain fees, fines and costs; revising provisions relating to agents of attorneys who serve certain notices relating to evictions; revising provisions relating to representation in small claim actions; increasing the length of notice before a person may be evicted from certain periodic tenancies under certain circumstances; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law provides that a landlord may require a tenant to pay a security deposit, defined as a payment, deposit, fee or charge used by the landlord to: (1) remedy a default in the payment of rent by the tenant; (2) repair damage to the premises other than normal wear; and (3) clean the dwelling unit. (NRS 118A.240, 118A.242) Additionally, if reasonable modifications are made to the dwelling unit of a person with a disability, existing law provides that the landlord may require the person to deposit an additional security deposit in addition to the amount usually required by the landlord to cover the cost of restoring the modified unit to its original condition upon the termination of the tenancy. (NRS 118.101)

Section 28 of this bill repeals the existing definition of “security deposit” and **Sections 3 and 5** of this bill establish the independent terms of “cleaning deposit” and “security deposit,” respectively. **Sections 1, 10, 16, 17 and 24** of this bill make various conforming changes relating to cleaning deposits and security deposits.

Existing law requires a landlord to return a security deposit, or any remaining portion thereof, within 30 days after the termination of the tenancy and makes the landlord liable for certain amounts for failing to return the security deposit within this period. (NRS 118A.242) **Section 15** of this bill reduces the period for the return of the security deposit from 30 days to 28 days. **Section 15** also provides that if the landlord fails or refuses to return the security deposit within the statutory period, the landlord: (1) is liable to the tenant in the amount of the entire security deposit; and (2) waives all claims or causes of action relating to the security deposit. Additionally, **section 15** provides that in any action relating to an amount claimed of a security deposit for repairing damage to the premises caused by the tenant, the landlord has the burden of proving: (1) that the damage to the premises occurred during the tenancy; and (2) the actual costs of repair.

Existing law defines “normal wear” as deterioration which occurs without negligence, carelessness or abuse of the premises, equipment or chattels by the tenant, a member of the household of the tenant or another person on the premises with the consent of the tenant. (NRS 118A.110) **Section 11** of this bill revises the definition of “normal wear” to mean expected deterioration which occurs during the course of a tenancy from the normal use of the premises by such persons.

Existing law requires written rental agreements to contain certain provisions, including provisions concerning the amount of rent and the manner and time of its payment. (NRS 118A.200) Existing law authorizes a landlord to charge a reasonable fee for the late payment of rent. (NRS 118A.210) **Section 12** of this bill additionally requires such rental agreements to include a grace period for the late payment of rent. **Section 13** of this bill prohibits a landlord from charging the fee for the late payment of rent until the expiration of the grace period set forth in the rental agreement. **Section 4** of this bill defines the term “grace period” for such purposes. **Section 12** also requires certain information relating to fees, fines and costs to be: (1) disclosed in writing to the tenant before he or she enters into a written rental agreement or otherwise begins the tenancy; and (2) printed clearly and conspicuously on the first page of the written rental agreement.

Existing law places certain prohibitions on rental agreements. (NRS 118A.220) **Section 14** of this bill prohibits rental agreements from requiring tenants to pay any fee, fine or cost except those which are: (1) authorized by statute; or (2) actual and reasonable. **Sections 12, 19-21 and 24** of this bill make conforming changes relating to the limitations on fees, fines and costs.

Section 7 of this bill authorizes a landlord to charge a fee for the eviction of a tenant under certain circumstances. Additionally, **section 6** of this bill authorizes a landlord to charge a prospective tenant a single fee for the submission of a rental application, and if multiple prospective tenants submit applications for occupancy of a single dwelling unit, the landlord is limited to charging a single fee.

54 **Section 8** of this bill prohibits a landlord from transferring, selling, assigning or
55 reporting to certain agencies any amount owed by the tenant, unless the landlord
56 first obtains a judgment against the tenant for any such amount. **Section 8** requires
57 any such action to be brought: (1) within 8 months after the termination of the
58 tenancy; and (2) as a small claims action, if certain jurisdictional limits apply to the
59 amount owed by the tenant.

60 **Section 9** of this bill provides that if a landlord changes his or her agent, broker
61 or property management company, the landlord or the new agent, broker or
62 company is required to send certain information to the tenant within 7 business
63 days after the change.

64 Existing law prohibits a landlord from increasing the rent of a tenant unless the
65 tenant is served with advance notice of the increase. (NRS 118A.300) **Section 18** of
66 this bill similarly prohibits a landlord from increasing certain fees, fines and costs
67 charged to the tenant unless the tenant is served with advance notice of the increase.

68 Existing law provides that if a tenant's failure to perform basic obligations can
69 be remedied by cleaning and the tenant fails to comply with a request to remedy
70 such failure in a timely manner, the landlord may enter the dwelling unit, cause the
71 work to be done and bill the tenant. (NRS 118A.440) **Section 22** of this bill deletes
72 this provision of existing law.

73 Existing law: (1) prescribes certain criteria for unlawful detainer by a tenant of
74 real property, a recreational vehicle or a mobile home; and (2) provides an
75 increased length of possession before a person who is 60 years of age or older or
76 who has a disability may be evicted from certain periodic tenancies under certain
77 circumstances. (NRS 40.251) **Section 23** of this bill increases the required period of
78 notice before a person may be evicted from certain periodic tenancies from 30 days
79 to 60 days.

80 Existing law requires a tenant to be served with certain notices relating to
81 evictions. Existing law also provides that certain notices may be served by an agent
82 of an attorney who is licensed in this State if: (1) the attorney has been retained by
83 the landlord in certain actions; and (2) the agent is acting at the direction and under
84 the direct supervision of the attorney (NRS 40.280) In addition to the existing
85 requirements concerning such agents, **section 25** of this bill prohibits the agent
86 from being employed as a property manager in this State.

87 Existing law authorizes a nongovernmental legal or commercial entity to be
88 represented by its director, officer or employee in an action in small claims court.
89 (NRS 73.012) Similarly, **section 26** of this bill authorizes a landlord to be
90 represented by his or her agent in a small claims action.

91 Finally, **section 27** of this bill provides that a rental agreement entered into
92 before the effective date of this bill is binding upon the parties and may be enforced
93 on or after that date, regardless of whether the provisions of the rental agreement
94 conflict with the amendatory provisions of this bill.

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

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

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

3 (b) Make reasonable accommodations in rules, policies,
4 practices or services if those accommodations are necessary to
5 ensure that the person with the disability may use and enjoy the
6 dwelling.

7 2. A landlord may, as a condition for the authorization of such
8 a modification, reasonably require the person who requests the
9 authorization, upon the termination of his or her occupancy, to
10 restore the dwelling to the condition that existed before the
11 modification, reasonable wear and tear excepted.

12 3. Except as otherwise provided in subsection 4, a landlord
13 may not increase the amount of a security deposit the landlord
14 customarily requires a person to deposit because that person has
15 requested authorization to modify a dwelling pursuant to
16 subsection 1.

17 4. If a person requests authorization to modify a dwelling
18 pursuant to subsection 1, the landlord may require that person to
19 deposit an additional security deposit in addition to the amount the
20 landlord usually requires if the additional security deposit:

21 (a) Is necessary to ensure the restoration of the dwelling
22 pursuant to subsection 2;

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

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

27 5. As used in this section, "security deposit" has the meaning
28 ascribed to it in ~~NRS 118A.240.~~ *section 4 of this act.*

29 **Sec. 2.** Chapter 118A of NRS is hereby amended by adding
30 thereto the provisions set forth as sections 3 to 9, inclusive, of this
31 act.

32 ~~Sec. 3. "Cleaning deposit" means a one-time, nonrefundable~~
33 ~~payment to a landlord for the purpose of cleaning a dwelling unit,~~
34 ~~including, without limitation, any cost associated with cleaning the~~
35 ~~carpet of the dwelling unit.~~

36 **Sec. 3.** *"Grace period" means a period of time, not less than*
37 *3 days, during which rent can be paid late by a tenant.*

38 **Sec. 4.** *"Security deposit" means a deposit paid in cash, by*
39 *check or by any other acceptable manner to a landlord for any*
40 *of the following purposes:*

41 *1. Remedying any default of the tenant in the payment of*
42 *periodic rent, including, without limitation, the cost of any fee for*
43 *the late payment of rent.*

44 *2. Repairing damage to the premises caused by the tenant*
45 *other than normal wear.*

3 Cleaning the dwelling unit

~~[3. If the premises is financed in whole or in part from assistance provided by a governmental agency, necessary cleaning upon the termination of the tenancy, unless the landlord charges the tenant a cleaning deposit.]~~

1 **Sec. ~~†6~~5.** 1. A landlord may charge a single fee for the
2 submission of a rental application by ~~†~~ every prospective tenant
3 who intends to occupy one dwelling unit. If a landlord has charged
4 a rental application fee from a prospective tenant or multiple
5 prospective tenants that intend to occupy one dwelling unit, the
6 landlord cannot charge a rental application fee to other prospective
7 tenants unless the application or applications for that dwelling unit
8 have been denied. ~~[the rental application is submitted by multiple~~
9 ~~prospective tenants who intend to occupy one dwelling unit, the~~
10 ~~landlord may charge only a single fee for the submission of the~~
11 ~~rental applications.]~~

12 2. The fee described in subsection 1 must not exceed the
13 direct and actual costs of the landlord in processing the
14 application, ~~[excluding]~~ including reasonable personnel and
15 administrative costs.

16 **Sec. ~~†7~~6.** 1. Except as otherwise provided in subsection 2,
17 a landlord may charge a tenant a fee for the eviction of the
18 tenant. The amount of the fee must not exceed the direct and
19 actual costs of the landlord associated with the action for
20 eviction.

21 ~~[2. A landlord may not charge the fee described in subsection~~
22 ~~if the landlord is the prevailing party in the action for eviction.]~~

23 **Sec. ~~†8~~7.** 1. A landlord may not transfer, sell, assign or
24 report to a collection agency or credit reporting agency any
25 amount owed by the tenant to the landlord, unless the
26 landlord obtains a judgment against the tenant for any such
27 amount.

28 2. Any action for a judgment described in this section must be
29 commenced not later than 8 months after the termination of the
30 tenancy by either party.

31 3. If the amount owed by the tenant does not exceed the
32 jurisdictional limit set forth in chapter 73 of NRS, the landlord
33 must bring a small claims action.

34 **Sec. ~~†9~~8.** Within ~~†7~~ 10 business days after the landlord
35 changes his or her agent, broker or property management
36 company, the landlord or the new agent, broker or company
37 shall provide written notification to the tenant which must contain:

38 1. The name, address and telephone number of the new
39 agent, broker or company; and

40 ***2. A statement that the security deposit of the tenant was***
41 ***transferred, in its entirety without deductions, to the new entity***
42 ***and that no additional security deposit is required to be paid by the***
43 ***tenant.***

44 **Sec. ~~101~~ 9.** NRS 118A.020 is hereby amended to read as
45 follows:

46 118A.020 As used in this chapter, unless the context otherwise
47 requires, the terms defined in NRS 118A.030 to 118A.175,
48 inclusive, ***and sections 3, 4 and 5 of this act*** have the meanings
49 ascribed to them in those sections.

1 **Sec. ~~11~~10.** 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. ~~12~~11.** NRS 118A.200 is hereby amended to read as
13 follows:

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

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

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

25 (a) Duration of the agreement.
26 (b) Amount of rent and the manner and time of its payment ~~of~~,
27 *including, without limitation:*

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

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

30 (c) Occupancy by children or pets.

31 (d) Services included with the dwelling rental.

32 (e) ~~Fees~~

33 *Fees, fines, and costs* which are ~~required~~ *to be paid by the*
34 *tenant*

34 and the purposes for which they are required.

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

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

39 ~~(h)~~ Inspection rights of the landlord.

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

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

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

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

~~(m)~~ (l) Information regarding the procedure pursuant to which
1 a tenant may report to the appropriate authorities:
2 (1) A nuisance.
3 (2) A violation of a building, safety or health code or
4 regulation.

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

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

(a) There are rebuttable presumptions in NRS 205.0813 and
15 205.0817 that the tenant does not have lawful occupancy of the
16 dwelling unless the agreement:
17

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

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

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

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

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

5. *The range of all fees, fines and costs, known or*
30 *reasonably known and the purpose for*
31 *which they are required and their total must be:*
32

(a) *Disclosed in writing to the tenant before he or she enters*
33 *into a written rental agreement or otherwise commences the*
34 *tenancy; and*
35

(b) *Clearly and conspicuously printed on the first page of the*
36 *written rental agreement or clearly and conspicuously disclosed*
37 *within the addendums to the written rental agreement that require*
38 *landlord tenant signatures.*

6. The absence of a written agreement raises a disputable
39 presumption that:
40

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

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

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 ~~16.7~~ 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 ~~17.7~~ 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. 13.12~~ 12. NRS 118A.210 is hereby amended to read as
13 follows:

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

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

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

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

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

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

26 (a) In a tenancy that is longer than week to week, no late fee
26 may be charged or imposed until at least 3 calendar days after the
27 date that rent is due;

28 (b) Such a late fee must not exceed 5 percent of the amount of
29 the periodic rent; ~~and~~

30 (c) *Such a late fee must not be charged until the expiration of*
31 *the grace period set forth in the rental agreement; and*

32 (d) The maximum amount of the late fee must not be increased
33 based upon a late fee that was previously imposed.

34 ~~Sec. 14.13~~ 13. NRS 118A.220 is hereby amended to read as
35 follows:

36 118A.220 1. A rental agreement shall not provide that the
37 tenant:

38 (a) Agrees to waive or forego rights or remedies afforded by this
39 chapter;

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

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

43 (1) *The* landlord’s attorney’s fees, except that the agreement
44 may provide that reasonable attorney’s fees may be awarded to the

45 prevailing party in the event of court action; *or*
46 *(2) Any fee, fine or cost, except those which are:*

1 (I) Expressly authorized by statute; or

2 (II) Actual and reasonable;

3 (d) Agrees to the exculpation or limitation of any liability of the
4 landlord arising under law or to indemnify the landlord for that
5 liability or the costs connected therewith if the liability is based
6 upon an act or omission of the landlord or any agent or employee of
7 the landlord; or

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

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

13 ~~Sec. 15~~ 14. NRS 118A.242 is hereby amended to read as
14 follows:

15 118A.242 1. The landlord may not demand or receive ~~{a}~~ :

16 (a) A security deposit ~~{or a surety bond, or a combination~~
17 ~~thereof,}~~ including the last month's rent, ~~{whose}~~ the total amount or
18 value *of which* exceeds 3 months' periodic rent.

19 ~~{(b) A cleaning deposit, the total amount of which exceeds 15~~
20 ~~percent of the periodic rent.}~~

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

25 —(a) Remedy any default of the tenant in the payment of rent.

26 —(b) Repair damages to the premises other than normal wear and
27 tear.

28 —(c) Clean the dwelling unit.

29 —3. The landlord:

30 —(a) Is not required to accept a surety bond purchased by the
31 tenant in lieu of paying all or part of the security deposit; and—

32 —(b) May not require a tenant to purchase a surety bond in lieu of
33 paying all or part of the security deposit.

34 —4. Upon termination of the tenancy by either party for any
35 reason, the landlord may ~~reclaim~~ :

36 (a) *Claim* of the security deposit ~~{or surety bond, or a~~
37 ~~combination thereof,}~~ only such amounts as are reasonably
38 necessary to ~~remedy~~ :

39 (1) *Remedy* any default of the tenant in the payment of rent ~~{~~
40 ~~to repair}~~ ;

41 (2) *Repair* damages to the premises caused by the tenant
42 other than normal wear ~~{and to pay the reasonable costs of cleaning~~
43 ~~the premises.}~~ ; and

44 (3) *Clean the premises if:*

45 ~~{(1) The premises are financed in whole or in part from~~

46 ~~assistance provided by a governmental agency; and~~

1 ~~/(II) The landlord did not charge the tenant a cleaning deposit; and~~
2 ~~(b) Claim the entirety of the cleaning deposit./~~

3 3. The landlord shall ~~provide~~ **deliver to** the tenant ~~with~~ an
4 itemized, written accounting of the disposition of the security
5 deposit ~~for surety bond, or a combination thereof,~~ and return any
6 remaining portion of the security deposit to the tenant ~~no~~ **not** later
7 than ~~30/28/~~ **30** days after the termination of the tenancy by
8 handing it
9 to the tenant personally at the place where the rent is paid, or by
10 mailing it to the tenant at the tenant's present address or, if that
11 address is unknown, at the tenant's last known address.

12 ~~5.— If a tenant disputes an item contained in an itemized written~~
13 ~~accounting received from a landlord pursuant to subsection 4, the~~
14 ~~tenant may send a written response disputing the item to the surety.~~
15 ~~If the tenant sends the written response within 30 days after~~
16 ~~receiving the itemized written accounting, the surety shall not report~~
17 ~~the claim of the landlord to a credit reporting agency unless the~~
18 ~~surety obtains a judgment against the tenant.~~

19 ~~—6./~~ **The delivery of the itemized, written accounting must be**
20 **effectuated by the landlord by:**

21 **(a) Personally handing the itemized, written accounting to the**
22 **tenant at the place where rent is paid by the tenant; or**

23 **(b) Mailing the itemized, written accounting to the tenant at**
24 **the present address of the tenant, if known, or the last known**
25 **address of the tenant, if the present address of the tenant is**
26 **unknown.**

27 4. If the landlord fails or refuses to **deliver the itemized,**
28 **written accounting or** return the remainder of a security deposit
29 within ~~30/28/~~ **30** days after the end of a tenancy, the landlord ~~is~~ **:**

30 **(a) Is** liable to the tenant for damages **‡**

31 ~~—(a) In~~ **in** an amount equal to the entire security deposit; and

32 **(b) ‡For a sum to be fixed by the court of not more than**
33 **the**
34 **amount of the entire security deposit.**

35 7. In determining the sum, if any, to be awarded under
36 paragraph (b) of subsection 6, the court shall consider:

37 **(a) Whether the landlord acted in good faith;**

38 **(b) The course of conduct between the landlord and the tenant;**
39 **and**

40 **(c) The degree of harm to the tenant caused by the landlord's**
41 **conduct.**

42 8. Except for an agreement which provides for a nonrefundable
43 charge for cleaning, in a reasonable amount, no]

44 ~~For a sum to be fixed by the court of not more than the~~
45 ~~amount of the entire security deposit.~~

7. ~~In determining the sum, if any, to be awarded under~~

46 ~~paragraph (b) of subsection 6, the court shall consider:~~
47 ~~—— (a) Whether the landlord acted in good faith;~~
48 ~~(b) The course of conduct between the landlord and the tenant;~~
49 ~~and~~
50 ~~(c) The degree of harm to the tenant caused by the landlord's~~
51 ~~conduct.~~
52 ~~8. Except for an agreement which provides for a nonrefundable-~~
53 ~~charge for cleaning, in a reasonable amount, no~~
54 ~~Waives all claims~~
55 ~~or causes of action against the tenant relating to the security~~
56 ~~deposit.~~

1 5. *In any action relating to an amount claimed of a security*
2 *deposit by a landlord for repairing damage to the premises caused*
3 *by the tenant other than normal wear, the landlord has the burden*
4 *of proving:*

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

7 (b) *The actual or estimated costs of repair.*

8 6. 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.~~ 7. 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.

16 ~~Sec. 16~~ 15. NRS 118A.244 is hereby amended to read as
17 follows:

18 118A.244 1. Upon termination of the landlord's interest in
19 the dwelling unit, whether by sale, assignment, death, appointment
20 of receiver or otherwise, the landlord or his or her agent shall,
21 within a reasonable time, do one of the following, which relieves the
22 landlord of further liability with respect to the security deposit : ~~for~~
23 ~~surety bond, or a combination thereof.~~

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

30 (b) Return to the tenant the portion of the security deposit
31 remaining after making any deductions allowed under
32 NRS 118A.242.

33 ➤ The successor has the rights, obligations and liabilities of the
34 former landlord as to any portion of the security deposit owed under
35 this section or NRS 118A.242 at the time of transfer.

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

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

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

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

46 otherwise, the successor in interest:

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

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

6 ~~Sec. 17~~ 16. NRS 118A.250 is hereby amended to read as
7 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 ~~for~~
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. 18~~ 17. NRS 118A.300 is hereby amended to read as
15 follows:

16 118A.300 The landlord may not increase ~~the~~ :

17 *1. The rent payable by a tenant unless the landlord serves the*
18 *tenant with a written notice, ~~60~~ at least ~~45~~ 60 days or, in the*
19 *case of any periodic tenancy of less than 1 month, ~~30~~ at least*
20 *~~15~~ 30 days in advance of the first rental payment to be increased,*
21 *advising the tenant of the increase.*

22 *2. Any fee, fine or cost required to be paid by the tenant,*
23 *unless the landlord serves the tenant with a written notice:*

24 *(a) At least ~~45~~ 60 days in advance of the first payment to*
25 *be increased, if the tenancy is from month to month; or*

26 *(b) At least ~~15~~ 30 days in advance of the first payment to*
27 *be increased, if the tenancy is from week to week.*

28 ~~Sec. 19~~ 18. NRS 118A.355 is hereby amended to read as
29 follows:

30 118A.355 1. Except as otherwise provided in this chapter, if
31 a landlord fails to maintain a dwelling unit in a habitable condition
32 as required by this chapter, the tenant shall deliver a written notice
33 to the landlord specifying each failure by the landlord to maintain
34 the dwelling unit in a habitable condition and requesting that the
35 landlord remedy the failures. If a failure is remediable and the
36 landlord adequately remedies the failure or uses his or her best
37 efforts to remedy the failure within 14 days after receipt of the
38 notice, the tenant may not proceed under this section. If the landlord
39 fails to remedy a material failure to maintain the dwelling unit in a
40 habitable condition or to make a reasonable effort to do so within
41 the prescribed time, the tenant may:

42 (a) Terminate the rental agreement immediately.

43 (b) Recover actual damages.

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

46 (d) Withhold any rent that becomes due without incurring ~~Hate~~
47 ~~fees, charges for notice or~~ any ~~other charge or~~ fee, *fine or cost*
48 authorized by ~~this chapter or~~ the rental agreement until the

1 landlord has remedied, or has attempted in good faith to remedy, the
2 failure.

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

4 (a) For a condition caused by the tenant's own deliberate or
5 negligent act or omission or that of a member of his or her
6 household or other person on the premises with his or her consent;
7 or

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

12 3. If the rental agreement is terminated, the landlord shall
13 return all prepaid rent and any security deposit recoverable by the
14 tenant under this chapter.

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

18 (a) Recover damages under paragraph (b) of subsection 1 if the
19 landlord:

20 (1) Admits to the court that the landlord had knowledge of
21 the condition constituting the failure to maintain the dwelling in a
22 habitable condition; or

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

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

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

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

35 5. Justice courts shall establish by local rule a mechanism by
36 which tenants may deposit rent withheld under paragraph (d) of
37 subsection 1 into an escrow account maintained or approved by the
38 court. A tenant does not have a defense to an eviction under
39 paragraph (d) of subsection 1 unless the tenant has deposited the
40 withheld rent into an escrow account pursuant to this subsection.

41 **Sec. ~~120~~ 19.** NRS 118A.370 is hereby amended to read as
42 follows:

43 118A.370 If the landlord fails to deliver possession of the
44 dwelling unit to the tenant as provided in this chapter, rent abates
45 until possession is delivered as required, and the tenant may:

1 1. Terminate the rental agreement upon at least 5 days' written
2 notice to the landlord and upon termination the landlord shall return
3 all prepaid rent, any security deposit recoverable under this chapter
4 ~~{;}~~ and any ~~{payment,}~~ *other fee, fine, cost or* deposit ~~{, fee or~~
5 ~~charge to secure the execution of}~~ *required under* the rental
6 agreement ~~{; or}~~ *to be paid by the tenant before his or her*
7 *possession of the premises.*

8 2. Demand performance of the rental agreement by the
9 landlord and, if the tenant elects, maintain an action for possession
10 of the dwelling unit against the landlord or any person wrongfully in
11 possession and recover the actual damages sustained. If the landlord
12 has exercised due diligence to evict the holdover tenant or remedy
13 the condition keeping the new tenant from taking possession, the
14 landlord is not liable for damages. ~~{; or}~~

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

17 **Sec. ~~21~~ 20.** NRS 118A.380 is hereby amended to read as
18 follows:

19 118A.380 1. If the landlord is required by the rental
20 agreement or this chapter to supply heat, air-conditioning, running
21 water, hot water, electricity, gas, a functioning door lock or another
22 essential item or service and the landlord willfully or negligently
23 fails to do so, causing the premises to become unfit for habitation,
24 the tenant shall give written notice to the landlord specifying the
25 breach. If the landlord does not adequately remedy the breach, or
26 use his or her best efforts to remedy the breach within 48 hours,
27 except a Saturday, Sunday or legal holiday, after it is received by
28 the landlord, the tenant may, in addition to any other remedy:

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

32 (b) Recover actual damages, including damages based upon the
33 lack of use of the premises or the diminution of the fair rental value
34 of the dwelling unit;

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

40 (d) Procure other housing which is comparable during the
41 landlord's noncompliance, and the rent for the original premises
42 fully abates during this period. The tenant may recover the actual
43 and reasonable cost of that other housing which is in excess of the
44 amount of rent which is abated.

45 2. If the tenant proceeds under this section, the tenant may not

46 proceed under NRS 118A.350 and 118A.360 as to that breach.

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

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

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

8 (2) Has received written notice of the uninhabitable
9 condition caused by such a lack from a governmental agency
10 authorized to inspect for violations of building, housing or health
11 codes.

12 (b) Withhold rent under paragraph (c) of subsection 1 if the
13 landlord:

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

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

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

23 5. If such a condition was caused by the deliberate or negligent
24 act or omission of the tenant, a member of his or her household or
25 other person on the premises with his or her consent, the tenant has
26 no rights under this section.

27 **Sec. ~~22~~21.** NRS 118A.440 is hereby amended to read as
28 follows:

29 118A.440 If the tenant's failure to perform basic obligations
30 under this chapter can be remedied by repair ~~or~~ or replacement of a
31 damaged item , ~~for cleaning,~~ and the tenant fails to use his or her
32 best efforts to comply within 14 days after written notice by the
33 landlord specifying the breach and requesting that the tenant remedy
34 it within that period of time or more promptly if conditions require
35 in case of emergency, the landlord may enter the dwelling unit and
36 cause the work to be done in a workmanlike manner and submit the
37 itemized bill for the actual and reasonable cost, or the fair and
38 reasonable value of the work. The itemized bill must be paid as rent
39 on the next date periodic rent is due, or if the rental agreement has
40 terminated, may be submitted to the tenant for immediate payment
41 or deducted from the security deposit.

42 **Sec. ~~23~~22.** NRS 40.251 is hereby amended to read as follows:

43 40.251 1. A tenant of real property, a recreational vehicle or a
44 mobile home for a term less than life is guilty of an unlawful
45 detainer when having leased:

1 (a) Real property, except as otherwise provided in this section,
2 or a mobile home for an indefinite time, with monthly or other
3 periodic rent reserved, the tenant continues in possession thereof, in
4 person or by subtenant, without the landlord's consent after the
5 expiration of a notice of:

6 (1) For tenancies from week to week, at least 7 days;

7 (2) Except as otherwise provided in subsection 2, for all
8 other periodic tenancies, at least ~~130~~ ~~160~~ 30 days; or

9 (3) For tenancies at will, at least 5 days.

10 (b) A dwelling unit subject to the provisions of chapter 118A of
11 NRS, the tenant continues in possession, in person or by subtenant,
12 without the landlord's consent after expiration of:

13 (1) The term of the rental agreement or its termination and,
14 except as otherwise provided in subparagraph (2), the expiration of a
15 notice of:

16 (I) At least 7 days for tenancies from week to week; and

17 (II) Except as otherwise provided in subsection 2, at least
18 ~~130~~ ~~160~~ 30 days for all other periodic tenancies; or

19 (2) A notice of at least 5 days where the tenant has failed to
20 perform the tenant's basic or contractual obligations under chapter
21 118A of NRS.

22 (c) A mobile home lot subject to the provisions of chapter 118B
23 of NRS, or a lot for a recreational vehicle in an area of a mobile
24 home park other than an area designated as a recreational vehicle lot
25 pursuant to the provisions of subsection 8 of NRS 40.215, the tenant
26 continues in possession, in person or by subtenant, without the
27 landlord's consent:

28 (1) After notice has been given pursuant to NRS 118B.115,
29 118B.170 or 118B.190 and the period of the notice has expired; or

30 (2) If the person is not a natural person and has received
31 three notices for nonpayment of rent within a 12-month period,
32 immediately upon failure to pay timely rent.

33 (d) A recreational vehicle lot, the tenant continues in possession,
34 in person or by subtenant, without the landlord's consent, after the
35 expiration of a notice of at least 5 days.

36 2. Except as otherwise provided in this section, if a tenant with
37 a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1,
38 other than a tenancy from week to week, is 60 years of age or older
39 or has a physical or mental disability, the tenant may request to be
40 allowed to continue in possession for an additional 30 days beyond
41 the time specified in subsection 1 by submitting a written request for
42 an extended period and providing proof of the tenant's age or
43 disability. A landlord may not be required to allow a tenant to
44 continue in possession if a shorter notice is provided pursuant to
45 subparagraph (2) of paragraph (b) of subsection 1.

1 3. Except as otherwise provided in this section, if a tenant with
2 a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1 is
3 a federal worker, tribal worker, state worker or household member
4 of such a worker, the tenant may request to be allowed to continue
5 in possession during the period commencing on the date on which a
6 shutdown begins and ending on the date that is 30 days after the date
7 on which the shutdown ends by submitting a written request for the
8 extended period and providing proof that he or she is a federal
9 worker, tribal worker, state worker or household member of such a
10 worker during the shutdown.

11 4. Except as otherwise provided in NRS 118A.315, a landlord
12 who receives a request from a tenant pursuant to subsection 3 shall
13 allow a tenant to continue in possession for the period requested.

14 5. Any notice provided pursuant to paragraph (a) or (b) of
15 subsection 1 must include a statement advising the tenant of the
16 provisions of subsections 2, 3 and 4.

17 6. If a landlord rejects a request to allow a tenant to continue in
18 possession for an additional 30 days pursuant to subsection 2, the
19 tenant may petition the court for an order to continue in possession
20 for the additional 30 days. If the tenant submits proof to the court
21 that the tenant is entitled to request such an extension, the court may
22 grant the petition and enter an order allowing the tenant to continue
23 in possession for the additional 30 days. If the court denies the
24 petition, the tenant must be allowed to continue in possession for 5
25 calendar days following the date of entry of the order denying the
26 petition.

27 **Sec. ~~424~~ 23.** NRS 40.253 is hereby amended to read as follows:

28 40.253 1. Except as otherwise provided in subsection 12, in
29 addition to the remedy provided in NRS 40.2512 and 40.290 to
30 40.420, inclusive, when the tenant of any dwelling, apartment,
31 mobile home or recreational vehicle with periodic rent reserved by
32 the month or any shorter period is in default in payment of the rent,
33 the landlord or the landlord's agent may cause to be served a notice
34 in writing, requiring in the alternative the payment of the rent or the
35 surrender of the premises:

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

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

42 ➤ As used in this subsection, "day of service" means the day the
43 landlord or the landlord's agent personally delivers the notice to the
44 tenant. If personal service was not so delivered, the "day of service"
45 means the day the notice is delivered, after posting and mailing

1 pursuant to subsection 2, to the sheriff or constable for service if the
2 request for service is made before noon. If the request for service by
3 the sheriff or constable is made after noon, the “day of service” shall
4 be deemed to be the day next following the day that the request is
5 made for service by the sheriff or constable.

6 2. A landlord or the landlord’s agent who serves a notice to a
7 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
8 deliver the notice in person in the manner set forth in subsection 2 of
9 NRS 40.2542. If the notice cannot be delivered in person, the
10 landlord or the landlord’s agent:

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

13 (b) After the notice has been posted and mailed, may deliver the
14 notice to the sheriff or constable for service in the manner set forth
15 in subsection 1 of NRS 40.280. The sheriff or constable shall not
16 accept the notice for service unless it is accompanied by written
17 evidence, signed by the tenant when the tenant took possession of
18 the premises, that the landlord or the landlord’s agent informed the
19 tenant of the provisions of this section which set forth the lawful
20 procedures for eviction from a short-term tenancy. Upon
21 acceptance, the sheriff or constable shall serve the notice within 48
22 hours after the request for service was made by the landlord or the
23 landlord’s agent.

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

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

26 (b) Advise the tenant:

27 (1) Of the tenant’s right to contest the matter by filing, within
28 the time specified in subsection 1 for the payment of the rent or
29 surrender of the premises, an affidavit with the court that has
30 jurisdiction over the matter stating that the tenant has tendered
31 payment or is not in default in the payment of the rent;

32 (2) That if the court determines that the tenant is guilty of an
33 unlawful detainer, the court may issue a summary order for removal
34 of the tenant or an order providing for the nonadmittance of the
35 tenant, directing the sheriff or constable of the county to post the
36 order in a conspicuous place on the premises not later than 24 hours
37 after the order is received by the sheriff or constable. The sheriff or
38 constable shall remove the tenant not earlier than 24 hours but not
39 later than 36 hours after the posting of the order; and

40 (3) That, pursuant to NRS 118A.390, a tenant may seek relief
41 if a landlord unlawfully removes the tenant from the premises or
42 excludes the tenant by blocking or attempting to block the tenant’s
43 entry upon the premises or willfully interrupts or causes or permits
44 the interruption of an essential service required by the rental
45 agreement or chapter 118A of NRS.

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

6 5. Upon noncompliance with the notice:

7 (a) The landlord or the landlord's agent may apply by affidavit
8 of complaint for eviction to the justice court of the township in
9 which the dwelling, apartment, mobile home or recreational vehicle
10 are located or to the district court of the county in which the
11 dwelling, apartment, mobile home or recreational vehicle are
12 located, whichever has jurisdiction over the matter. The court may
13 thereupon issue an order directing the sheriff or constable of the
14 county to post the order in a conspicuous place on the premises not
15 later than 24 hours after the order is received by the sheriff or
16 constable. The sheriff or constable shall remove the tenant not
17 earlier than 24 hours but not later than 36 hours after the posting of
18 the order. The affidavit must state or contain:

19 (1) The date the tenancy commenced.

20 (2) The amount of periodic rent reserved.

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

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

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

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

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

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

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

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

37 6. Upon the filing by the tenant of the affidavit permitted in
38 subsection 3, regardless of the information contained in the
39 affidavit, and the filing by the landlord of the affidavit permitted by
40 subsection 5, the justice court or the district court shall hold a
41 hearing, after service of notice of the hearing upon the parties, to
42 determine the truthfulness and sufficiency of any affidavit or notice
43 provided for in this section. If the court determines that there is no
44 legal defense as to the alleged unlawful detainer and the tenant is
45 guilty of an unlawful detainer, the court may issue a summary order

1 for removal of the tenant or an order providing for the
2 nonadmittance of the tenant. If the court determines that there is a
3 legal defense as to the alleged unlawful detainer, the court shall
4 refuse to grant either party any relief, and, except as otherwise
5 provided in this subsection, shall require that any further
6 proceedings be conducted pursuant to NRS 40.290 to 40.420,
7 inclusive. The issuance of a summary order for removal of the
8 tenant does not preclude an action by the tenant for any damages or
9 other relief to which the tenant may be entitled. If the alleged
10 unlawful detainer was based upon subsection 5 of NRS 40.2514, the
11 refusal by the court to grant relief does not preclude the landlord
12 thereafter from pursuing an action for unlawful detainer in
13 accordance with NRS 40.251.

14 7. The tenant may, upon payment of the appropriate fees
15 relating to the filing and service of a motion, file a motion with the
16 court, on a form provided by the clerk of the court, to dispute the
17 amount of the costs, if any, claimed by the landlord pursuant to NRS
18 118A.460 for the inventory, moving and storage of personal
19 property left on the premises. The motion must be filed within 20
20 days after the summary order for removal of the tenant or the
21 abandonment of the premises by the tenant, or within 20 days after:

22 (a) The tenant has vacated or been removed from the premises;
23 and

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

26 ↪ whichever is later.

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

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

35 (b) Order the release of the tenant's property upon the payment
36 of the charges determined to be due or if no charges are determined
37 to be due.

38 9. The tenant may, upon payment of the appropriate fees
39 relating to the filing and service of a motion, file a motion with the
40 court on a form provided by the clerk of court to dispute the
41 reasonableness of the actions of a landlord pursuant to subsection 3
42 of NRS 118A.460. The motion must be filed within 5 days after the
43 tenant has vacated or been removed from the premises. Upon the
44 filing of a motion pursuant to this subsection, the court shall
45 schedule a hearing on the motion. The hearing must be held within 5

1 days after the filing of the motion. The court shall affix the date of
2 the hearing to the motion and order a copy served upon the landlord
3 by the sheriff, constable or other process server. At the hearing, the
4 court may:

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

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

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

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

13 (b) The course of conduct between the landlord and the tenant;
14 and

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

17 11. A landlord shall not refuse to accept rent from a tenant that
18 is submitted after the landlord or the landlord's agent has served or
19 had served a notice pursuant to subsection 1 if the refusal is based
20 on the fact that the tenant has not paid collection fees, attorney's
21 fees or other costs other than rent, a reasonable ~~charge~~ fee for late
22 ~~payments~~ payment of rent ~~for dishonored checks,~~ or a security
23 deposit. As used in this subsection, "security deposit" has the
24 meaning ascribed to it in ~~NRS 118A.240,~~ section ~~15~~ 4 of this act.

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

27 (a) The tenant of a mobile home lot in a mobile home park or to
28 the tenant of a recreational vehicle lot in an area of a mobile home
29 park in this State other than an area designated as a recreational
30 vehicle lot pursuant to the provisions of subsection 8 of
31 NRS 40.215.

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

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

37 **Sec. ~~25~~ 24.** NRS 40.280 is hereby amended to read as follows:

38 40.280 1. Except as otherwise provided in NRS 40.253 and
39 40.2542, the notices required by NRS 40.251 to 40.260, inclusive,
40 must be served by the sheriff, a constable, a person who is licensed
41 as a process server pursuant to chapter 648 of NRS or the agent of
42 an attorney licensed to practice in this State:

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

44 (b) If the tenant is absent from the tenant's place of residence or
45 from the tenant's usual place of business, by leaving a copy with a

1 person of suitable age and discretion at either place and mailing a
2 copy to the tenant at the tenant's place of residence or place of
3 business.

4 (c) If the place of residence or business cannot be ascertained, or
5 a person of suitable age or discretion cannot be found there, by
6 posting a copy in a conspicuous place on the leased property,
7 delivering a copy to a person there residing, if the person can be
8 found, and mailing a copy to the tenant at the place where the leased
9 property is situated.

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

12 (a) Except as otherwise provided in this paragraph and
13 paragraph (b), by delivering a copy to the unlawful or unauthorized
14 occupant personally, in the presence of a witness. If service is
15 accomplished by the sheriff, constable or a person who is licensed
16 as a process server pursuant to chapter 648 of NRS, the presence of
17 a witness is not required.

18 (b) If the unlawful or unauthorized occupant is absent from the
19 real property, by leaving a copy with a person of suitable age and
20 discretion at the property and mailing a copy to the unlawful or
21 unauthorized occupant at the place where the property is situated. If
22 the occupant is unknown, the notice must be addressed to "Current
23 Occupant."

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

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

31 4. Proof of service of any notice required by NRS 40.230 to
32 40.260, inclusive, must be filed with the court before:

33 (a) An order for removal of a tenant is issued pursuant to NRS
34 40.253 or 40.254;

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

37 (c) A writ of restitution is issued pursuant to NRS 40.290 to
38 40.420, inclusive; or

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

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

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

1 (1) If the notice was served pursuant to subsection 1, a
2 written statement, endorsed by the person who served the notice,
3 stating the date and manner of service. The statement must also
4 include the number of the badge or license of the person who served
5 the notice. If the notice was served by the agent of an attorney
6 licensed in this State, the statement must be accompanied by a
7 declaration, signed by the attorney and bearing the license number
8 of the attorney, stating that the attorney:

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

11 (II) Reviewed the date and manner of service by the
12 agent; and

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

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

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

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

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

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

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

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

35 (III) Fees paid for the service.

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

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

40 (1) If the notice was served pursuant to subsection 2 of NRS
41 40.2542, an affidavit or declaration signed by the tenant or the
42 unlawful or unauthorized occupant, and a witness, as applicable,
43 signed under penalty of perjury by the server, acknowledging that
44 the tenant or occupant received the notice on a specified date.

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

7 (b) If the notice was served by a sheriff, a constable or a person
8 who is licensed as a process server pursuant to chapter 648 of NRS,
9 a written statement, endorsed by the person who served the notice,
10 stating the date and manner of service. The statement must also
11 include the number of the badge or license of the person who served
12 the notice.

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

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

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

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

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

22 (III) Fees paid for the service.

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

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

28 (b) The agent is acting at the direction and under the direct
29 supervision of the attorney ~~+~~; *and*

30 *(c) The agent is not employed as the property manager of any*
31 *premises in this State.*

32 **Sec. ~~26~~25.** NRS 73.012 is hereby amended to read as follows:

33 73.012 *1.* A corporation, partnership, business trust, estate,
34 trust, association or any other nongovernmental legal or commercial
35 entity may be represented by its director, officer or employee in an
36 action mentioned or covered by this chapter.

37 *2. A landlord may be represented by his or her agent in an*
38 *action mentioned or covered by this chapter.*

39 **Sec. ~~27~~26.** Any rental agreement between a landlord
40 and tenant entered into before the effective date of this act is
41 binding upon the parties to the agreement and may be enforced
42 on or after the effective date of this act, regardless of whether any
43 provision of the rental agreement conflicts with the amendatory
44 provisions of this act.

45 **Sec. ~~28~~27.** NRS 118A.240 is hereby repealed.

- 1 **Sec. ~~129~~28.** This act becomes effective upon passage and approval.

TEXT OF REPEALED SECTION

118A.240 “Security deposit” defined.

1. Any payment, deposit, fee or charge that is to be used for any of the following purposes is a “security deposit” 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 deposit” 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

