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**Senate Committee on Commerce and Labor**

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

**SENATE BILL 78**

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

**Sponsored By:** Senator Donate and Assembly Members González and Peters  
**Date Heard:** March 8, 2023  
**Fiscal Notes:** Effect on Local Government: No.  
Effect on the State: No.

Senate Bill 78 revises 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 is to be handled upon the initiation and termination of tenancy. A security deposit may be applied for cleaning only if the unit is financed by a governmental agency and no cleaning deposit was charged; a landlord may claim the cleaning deposit but no other amounts for cleaning, and a landlord must provide an itemized accounting of a security deposit and return the remainder no later than 28 days after termination. Failure to do so results in liability for the entire deposit and waives any claim to the deposit.

The bill provides that the landlord may commence an action against a tenant for damages no later than 8 months after termination of the tenancy, and the time allowed for the return of a security deposit is reduced from 30 days to 28 days.

A landlord may only charge a rental application fee for one prospective tenant or group of co-tenants for one available unit at a time and the fee must not exceed actual costs, excluding personnel time and administrative costs. The agreed upon rental amount must be printed clearly along with a summary of fees, fines, and costs on the first page of any lease agreement and disclosed prior to the signing of the agreement or the commencement of tenancy. Such fees cannot be increased without appropriate written notice. Rental agreements may not impose any fee, fine, or cost that is not expressly authorized in statute. A grace period must be included in rental contracts for late rental payments, and no late fee may be charged until the grace period expires.

An agent of an attorney may not be a property manager and a change in property management necessitates notice to tenants within 7 business days that deposits have been transferred and no new deposits are required. Finally, a rental agreement entered into before this bill becomes effective is binding regardless of the provisions of this bill.

**Amendments:**

Senator Doñate proposes the following amendments (attached):

1. Delete Section 3 of the bill, which defines "cleaning deposit."
2. Amend Sections 1 and 24 to make conforming changes due to the deletion of Section 3.
3. Amend subsection 3 of Section 5 to delete provisions regarding using a security deposit for cleaning purposes of a premises specifically financed in whole or in part from assistance provided by a governmental agency. Instead, add a new subsection providing that a purpose of a "security deposit" includes cleaning the dwelling unit.
4. Amend subsection 1 of Section 6 to allow a landlord to charge a single fee for the submission of a rental application by every prospective tenant who intends to occupy one dwelling unit. In addition, the amendment prohibits a landlord from charging a

rental application fee to other prospective tenants unless the first application or applications for that dwelling unit have been denied.

5. Amend subsection 2 of Section 6 to replace "excluding" with "including reasonable" to authorize the fee for a rental application to include reasonable personnel and administrative costs.
6. Delete subsection 2 of Section 7, which would have prohibited a landlord from charging a tenant a fee for the eviction of the tenant if the landlord is the prevailing party in the action for eviction.
7. Amend subsection 1 of Section 8 to require a landlord to send a written notice 30 days prior before the landlord may transfer, sell, assign, or report the outstanding amount to a collection agency or credit reporting agency, to the last known address of the tenant summarizing all outstanding amounts owed by the tenant and stating that if said outstanding amounts are not paid within 30 days, the landlord will transfer, sell, assign, or report the outstanding amount to a collection agency or credit reporting agency.
8. Amend subsection 2 of Section 8 to require that any action for the enforcement of any provision of a residential lease agreement be commenced by any party to the residential lease agreement not later than 2 years after the termination of the tenancy established by the residential lease agreement.
9. Amend Section 9 to change from 7 to 10 the number of business days that the landlord or the new agent, broker, or company is required to send certain information to the tenant if a landlord changes his or her agent, broker, or property management company.
10. Amend subsection 2 of Section 11, to delete "with the consent of the tenant."
11. Amend subsection 5 of Section 12 to replace "amount" with "range" when referencing the fees, fines, and costs that must be disclosed in writing and clearly and conspicuously printed on a written rental agreement. In addition, amend paragraph (b) to add that the range of fees, fines, and costs may also be clearly and conspicuously disclosed within the addendums to the written rental agreement that require landlord and tenant signatures.
12. Delete paragraph (b) of subsection 1, Section 15, which would have prohibited the landlord from demanding or receiving a cleaning deposit, the total amount of which exceeds 15 percent of the periodic rent.
13. Delete provisions in paragraph (a) and delete paragraph (b) of subsection 2, Section 15, that condition when the landlord may claim a security deposit for cleaning purposes.
14. Amend subsection 3 and subsection 4, Section 15, to retain that the landlord must provide an itemized accounting of a security deposit and return the remainder no later than 30 days after termination.
15. Amend subsection 4 of Section 15 to retain provisions concerning the amount of the security deposit that the court may award a tenant and the considerations that the court is required to consider when determining the sum to be awarded to a tenant.
16. Amend paragraph (b) of Subsection 5, Section 15 to add "or estimated costs."

17. Amend Section 18 to retain the number of days the landlord has to provide advance notice to a tenant before increasing the rent and any fee, fine, or cost required to be paid by the tenant.
18. Amend Section 23 to retain the required period of notice before a person may be evicted from certain periodic tenancies.

Mackenzie Warren Kay, representing Manufactured Home Community Owners Association, proposes the following amendments (attached):

1. Amend the bill to provide that the provisions of this bill do not apply to a manufactured homes.

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.

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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. ~~16~~5. 1. A landlord may charge a single fee for the  
2       submission of a rental application by ~~for~~ 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. ~~17~~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. ~~18~~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 30 days  
26       prior to such submission the landlord ~~[ obtains a judgment~~  
27       ~~against the tenant for any such amount.]~~ sends written notice to the  
28       last known address of the tenant summarizing all outstanding  
29       amounts owed by the tenant and stating if said outstanding amounts  
30       are not paid within 30 days the landlord will transfer, sell, assign or  
31       report the outstanding amount to a collection agency or credit  
32       reporting agency.

33       2. Any action for the enforcement of any provision of a residential  
34       lease agreement ~~[a judgment described in this section]~~ must be  
35       commenced by any party to the residential lease  
36       agreement not later than ~~[8 months]~~ 2 years after the  
37       termination of the tenancy established by the residential lease  
38       agreement ~~[by either party].~~

39       3. If the amount owed by the tenant does not exceed the



40 *jurisdictional limit set forth in chapter 73 of NRS, the landlord*  
41 *must bring a small claims action.*

42 **Sec. ~~191~~8.** *Within ~~77~~ 10 business days after the landlord*  
43 *changes his or her agent, broker or property management*  
44 *company, the landlord or the new agent, broker or company*  
45 *shall provide written notification to the tenant which must contain:*

46 *1. The name, address and telephone number of the new*  
47 *agent, broker or company; and*

48       2. *A statement that the security deposit of the tenant was*  
49 *transferred, in its entirety without deductions, to the new entity*  
50 *and that no additional security deposit is required to be paid by the*  
51 *tenant.*

52       **Sec. ~~110~~ 9.** NRS 118A.020 is hereby amended to read as  
53 follows:

54       118A.020 As used in this chapter, unless the context otherwise  
55 requires, the terms defined in NRS 118A.030 to 118A.175,  
56 inclusive, *and sections 3, 4 and 5 of this act* have the meanings  
57 ascribed to them in those sections.

1        **Sec. ~~111~~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. ~~112~~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* 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        ~~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.

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 ~~(m)~~ (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 range of all fees, fines and costs, known or  
32 reasonably known and the purpose for  
33 which they are required and their total must be:*

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

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

41 6. The absence of a written agreement raises a disputable  
42 presumption that:

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

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

45 (c) ~~{No charges for partial or late payments of rent or for~~  
46 ~~dishonored checks are paid by the tenant.}~~ *There is no fee for the*  
47 *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 ~~16.1~~ 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 ~~17.1~~ 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. 13.1~~ 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. 14.1~~ 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 ~~it~~ :

16 **(a) A** security deposit ~~for 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 ~~It is 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 ~~claim~~ :

36 **(a) Claim** of the security deposit ~~for 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 ~~to~~  
40 ~~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 to the tenant personally at the place where the rent is  
9 paid, or by mailing it to the tenant at the tenant's present address  
10 or, if that address is unknown, at the tenant's last known address.

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

18 ~~6.] The delivery of the itemized, written accounting must be~~  
19 ~~effectuated by the landlord by:~~

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

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

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

29 (a) **Is liable to the tenant for damages** ~~;~~

30 ~~[(a) In] in~~ an amount equal to the entire security deposit; and

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

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

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

36 (b) **The course of conduct between the landlord and the tenant;**  
37 **and**

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

40 8. Except for an agreement which provides for a nonrefundable  
41 charge for cleaning, in a reasonable amount, no

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

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

45 ~~paragraph (b) of subsection 6, the court shall consider:~~  
46 ~~—— (a) Whether the landlord acted in good faith;~~  
47 ~~(b) The course of conduct between the landlord and the tenant;~~  
48 ~~and~~  
49 ~~(c) The degree of harm to the tenant caused by the landlord's~~  
50 ~~conduct.~~  
51 ~~8. Except for an agreement which provides for a nonrefundable~~  
52 ~~charge for cleaning, in a reasonable amount, no~~  
53 ~~waives all claims~~  
54 ~~or causes of action against the tenant relating to the security~~  
55 ~~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       ~~19.1~~ 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: 118A.300 The landlord may not increase ~~the~~ :

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

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

23 **(a) At least** ~~45~~ **60** **days in advance of the first payment to**

24 **be increased, if the tenancy is from month to month; or**

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

27 **Sec. ~~19~~ 18.** NRS 118A.355 is hereby amended to read as  
28 follows: 118A.355 1. Except as otherwise provided in this

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

41 (a) Terminate the rental agreement immediately.

42 (b) Recover actual damages.

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

45 (d) Withhold any rent that becomes due without incurring ~~late~~  
46 ~~fees, charges for notice or~~ any ~~other charge or~~ fee, *fine or cost*  
47 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 ~~30~~ ~~60~~ 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 ~~30~~ ~~60~~ 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. ~~124~~ 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 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~~; *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.

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**TEXT OF REPEALED SECTION**

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**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) Remedying 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



# Manufactured Home Community Owners

A Nevada Association Since 1982

March 6, 2023

Senate Commerce & Labor Committee

## **FRIENDLY AMENDMENT TO SENATE BILL 78 TO CARVEOUT MANUFACTURED HOMES**

### **PROPOSED BY: Manufactured Home Community Owners Association (MHCOA)**

MHCOA submits this simple, conceptual amendment to SB 78 to state that Senate Bill 78 should not apply to manufactured homes. The relationship between manufactured housing landlords and tenants is generally governed by Chapter 118B of the Nevada Revised Statutes. While manufactured housing communities provides a small sect of housing to Chapter 118A tenants, this is a considerably low percentage of MHCOA's tenants – somewhere between 5-8% of all MHCOA's tenants.

We understand SB 78's intent is to focus on multifamily housing and appreciate the bill sponsor's willingness to carveout manufactured homes.

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