

ASSEMBLY BILL NO. 284—ASSEMBLYMEN FLORES;
AND ELLIOT ANDERSON

MARCH 15, 2013

Referred to Committee on Commerce and Labor

SUMMARY—Provides for the early termination of certain rental agreements by victims of domestic violence. (BDR 10-525)

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 residential leasing; providing for the early termination of certain rental agreements by victims of domestic violence under certain circumstances; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 This bill provides, under certain circumstances, for the early termination of a
2 rental agreement if a tenant, cotenant or household member is a victim of domestic
3 violence. **Section 1** of this bill: (1) establishes provisions concerning notice
4 requirements for such an early termination; (2) establishes provisions concerning
5 liability of unpaid amounts relating to the termination of a rental agreement; and (3)
6 requires a landlord to install a new lock onto the dwelling of certain persons who
7 are victims of domestic violence.

8 Existing law prohibits a landlord from taking certain retaliatory actions against
9 a tenant. (NRS 118A.510) **Section 2** of this bill prohibits a landlord from taking
10 certain retaliatory actions against a tenant, cotenant or household member who is a
11 victim of domestic violence or who terminates a rental agreement because he or she
12 is a victim of domestic violence.

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

1 **Section 1.** Chapter 118A of NRS is hereby amended by
2 adding thereto a new section to read as follows:

3 *1. Notwithstanding any provision in a rental agreement to the*
4 *contrary, if a tenant, cotenant or household member is the victim*



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1 *of domestic violence, the tenant or any cotenant may terminate the*
2 *rental agreement by giving the landlord 30 days' written notice.*

3 2. *The written notice provided to a landlord pursuant to*
4 *subsection 1 must describe the reason for the termination of the*
5 *rental agreement and be accompanied by:*

6 (a) *A copy of an order for protection against domestic violence*
7 *issued to the tenant, cotenant or household member who is the*
8 *victim of domestic violence;*

9 (b) *A copy of a written report from a law enforcement agency*
10 *indicating that the tenant, cotenant or household member notified*
11 *the law enforcement agency of the domestic violence; or*

12 (c) *A copy of a written statement signed by a qualified third*
13 *party acting in his or her official capacity stating that the tenant,*
14 *cotenant or household member is a victim of domestic violence.*

15 3. *A tenant or cotenant may terminate a rental agreement*
16 *pursuant to this section only if the actions, events or*
17 *circumstances that resulted in the tenant, cotenant or household*
18 *member becoming a victim of domestic violence occurred within*
19 *the 90 days immediately preceding the written notice of*
20 *termination to the landlord.*

21 4. *A tenant or cotenant who terminates a rental agreement*
22 *pursuant to this section is only liable, if solely or jointly liable for*
23 *purposes of the rental agreement, for any rent owed or required to*
24 *be paid through the date of termination and any other outstanding*
25 *obligations. The amount due from the tenant or cotenant must be*
26 *paid to the landlord on or before the date the tenant or cotenant*
27 *vacates the dwelling. If the tenant or cotenant has prepaid rent*
28 *that would apply for the month in which the rental agreement is*
29 *terminated, the landlord may retain the prepaid rent and no*
30 *refund is due to the tenant or cotenant unless the amount of the*
31 *prepaid rent exceeds what is owed for that month. If the tenant or*
32 *cotenant has paid a security deposit, the deposit must not be*
33 *withheld for the early termination of the rental agreement if the*
34 *rental agreement is terminated pursuant to this section.*

35 5. *A person who is named as the adverse party may be civilly*
36 *liable for all economic losses incurred by a landlord for the early*
37 *termination of a rental agreement pursuant to this section,*
38 *including, without limitation, unpaid rent, fees relating to early*
39 *termination, costs for the repair of any damages to the dwelling*
40 *and any reductions in or waivers of rent previously extended to the*
41 *tenant or cotenant who terminates the rental agreement pursuant*
42 *to this section.*

43 6. *A landlord shall not provide to an adverse party any*
44 *information concerning a tenant, cotenant or household member*
45 *if the tenant or cotenant provided notice pursuant to subsection 1.*



1 7. *If a tenant or cotenant provided notice pursuant to*
2 *subsection 1 the tenant, cotenant or a household member may*
3 *require the landlord to install a new lock onto the dwelling if the*
4 *tenant, cotenant or household member pays the cost of installing*
5 *the new lock. A landlord complies with the requirements of this*
6 *subsection by:*

7 (a) *Rekeying the lock if the lock is in good working condition;*
8 *or*

9 (b) *Replacing the entire locking mechanism with a new*
10 *locking mechanism of equal or superior quality.*

11 8. *A landlord who installs a new lock pursuant to subsection*
12 *7 may retain a copy of the new key. Notwithstanding any provision*
13 *in a rental agreement to the contrary, the landlord shall:*

14 (a) *Refuse to provide a key which unlocks the new lock to an*
15 *adverse party.*

16 (b) *Refuse to provide to an adverse party, whether or not that*
17 *party is a tenant, cotenant or household member, access to the*
18 *dwelling to reclaim property unless a law enforcement officer is*
19 *present.*

20 9. *This section shall not be construed to limit a landlord's*
21 *right to terminate a rental agreement for reasons unrelated to*
22 *domestic violence.*

23 10. *As used in this section:*

24 (a) *"Adverse party" means a person who is named in an order*
25 *for protection against domestic violence, a written report from a*
26 *law enforcement agency or a written statement from a qualified*
27 *third party and who is alleged to be the cause of the early*
28 *termination of a rental agreement pursuant to this section.*

29 (b) *"Cotenant" means a tenant who, pursuant to a rental*
30 *agreement, is entitled to occupy a dwelling that another tenant is*
31 *also entitled to occupy pursuant to the same rental agreement.*

32 (c) *"Domestic violence" means the commission of any act*
33 *described in NRS 33.018.*

34 (d) *"Household member" means any person who is related by*
35 *blood or marriage and is actually residing with a tenant or*
36 *cotenant.*

37 (e) *"Qualified third party" means:*

38 (1) *A psychiatrist licensed to practice medicine in this State*
39 *and certified by the American Board of Psychiatry and Neurology,*
40 *Inc.;*

41 (2) *A psychologist licensed to practice in this State;*

42 (3) *A social worker;*

43 (4) *A registered nurse holding a master's degree in the field*
44 *of psychiatric nursing and licensed to practice professional*
45 *nursing in this State;*



- 1 (5) *An attorney licensed to practice in this State;*
- 2 (6) *An employee of any court of this State;*
- 3 (7) *A marriage and family therapist licensed in this State*
- 4 *pursuant to chapter 641A of NRS;*
- 5 (8) *A clinical professional counselor licensed in this State*
- 6 *pursuant to chapter 641A of NRS;*
- 7 (9) *Any person who maintains, is employed by or serves as*
- 8 *a volunteer for an agency or service which advises persons*
- 9 *regarding domestic violence and refers them to persons and*
- 10 *agencies where their request and needs can be met; or*
- 11 (10) *Any member of the clergy.*

12 **Sec. 2.** NRS 118A.510 is hereby amended to read as follows:
13 118A.510 1. Except as otherwise provided in subsection 3,
14 the landlord may not, in retaliation, terminate a tenancy, refuse to
15 renew a tenancy, increase rent or decrease essential items or services
16 required by the rental agreement or this chapter, or bring or threaten
17 to bring an action for possession if:

18 (a) The tenant has complained in good faith of a violation of a
19 building, housing or health code applicable to the premises and
20 affecting health or safety to a governmental agency charged with the
21 responsibility for the enforcement of that code;

22 (b) The tenant has complained in good faith to the landlord or a
23 law enforcement agency of a violation of this chapter or of a
24 specific statute that imposes a criminal penalty;

25 (c) The tenant has organized or become a member of a tenant's
26 union or similar organization;

27 (d) A citation has been issued resulting from a complaint
28 described in paragraph (a);

29 (e) The tenant has instituted or defended against a judicial or
30 administrative proceeding or arbitration in which the tenant raised
31 an issue of compliance with the requirements of this chapter
32 respecting the habitability of dwelling units;

33 (f) The tenant has failed or refused to give written consent to a
34 regulation adopted by the landlord, after the tenant enters into the
35 rental agreement, which requires the landlord to wait until the
36 appropriate time has elapsed before it is enforceable against
37 the tenant; ~~†~~

38 (g) The tenant has complained in good faith to the landlord, a
39 government agency, an attorney, a fair housing agency or any other
40 appropriate body of a violation of NRS 118.010 to 118.120,
41 inclusive, or the Fair Housing Act of 1968, 42 U.S.C. §§ 3601 et
42 seq., or has otherwise exercised rights which are guaranteed or
43 protected under those laws ~~†~~; *or*



1 *(h) The tenant or, if applicable, a cotenant or household*
2 *member, is a victim of domestic violence or terminates a rental*
3 *agreement pursuant to section 1 of this act.*

4 2. If the landlord violates any provision of subsection 1, the
5 tenant is entitled to the remedies provided in NRS 118A.390 and has
6 a defense in any retaliatory action by the landlord for possession.

7 3. A landlord who acts under the circumstances described in
8 subsection 1 does not violate that subsection if:

9 (a) The violation of the applicable building, housing or health
10 code of which the tenant complained was caused primarily by the
11 lack of reasonable care by the tenant, a member of his or her
12 household or other person on the premises with his or her consent;

13 (b) The tenancy is terminated with cause;

14 (c) A citation has been issued and compliance with the
15 applicable building, housing or health code requires alteration,
16 remodeling or demolition and cannot be accomplished unless the
17 tenant's dwelling unit is vacant; or

18 (d) The increase in rent applies in a uniform manner to all
19 tenants.

20 ➤ The maintenance of an action under this subsection does not
21 prevent the tenant from seeking damages or injunctive relief for the
22 landlord's failure to comply with the rental agreement or maintain
23 the dwelling unit in a habitable condition as required by this chapter.

24 *4. As used in this section:*

25 (a) *"Cotenant" has the meaning ascribed to it in section 1 of*
26 *this act.*

27 (b) *"Domestic violence" has the meaning ascribed to it in*
28 *section 1 of this act.*

29 (c) *"Household member" has the meaning ascribed to it in*
30 *section 1 of this act.*

31 **Sec. 3.** This act becomes effective on July 1, 2013.

