

MOCK-UP

PROPOSED AMENDMENT TO
ASSEMBLY BILL NO. 386X

PREPARED FOR ASSEMBLYMAN EDGAR FLORES
APRIL 4, 2015 (REVISED APRIL 6)

PREPARED BY THE RESEARCH DIVISION

NOTE: THIS DOCUMENT SHOWS PROPOSED AMENDMENTS IN CONCEPTUAL FORM. THE LANGUAGE AND ITS PLACEMENT IN THE OFFICIAL AMENDMENT MAY DIFFER.

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) *green bold italic underlining* is new language proposed in this amendment; (3) ~~red strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment and (5) *orange double underlining* is deleted language in the original bill that is proposed to be retained in this amendment.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

Section 1. Chapter 40 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 7, inclusive, of this act.

Sec. 2. 1. *In addition to the remedy provided in NRS 40.290 to 40.420, inclusive, this section and sections 3 and 4 of this act, when ~~any~~ all known unauthorized or unlawful adult occupant of a dwelling has been arrested for housebreaking or unlawful occupancy and any minor occupant is taken into the custody of the State, the owner of the dwelling may retake possession and change the locks on the dwelling. This remedy is only authorized after an arrest of the occupant as set forth in this subsection and may not be used in situations where an unauthorized or unlawful occupant continues to reside in the dwelling. In those situations, the owner of the dwelling or authorized representative of the owner may use the supplemental remedy set forth in Sec. 3 of this act or with a forcible entry or forcible detainer action pursuant to NRS 40.290 to 40.420, inclusive.*

2. *At the time an owner of a dwelling retakes possession or changes the locks of a dwelling pursuant to subsection 1, the owner or an*

To protect the safety of all individuals, this “self-help” section was only intended to be used when the dwelling was vacant due to the arrest of all known adult occupants.

The Realtors Association Amendment – Bill drafter shall explain during hearing.

Assembly Committee: Judiciary
Exhibit: I Page: 1 of 55 Date: 04/07/15
Submitted by: Assemblyman Edgar R. Flores

1 *authorized representative of the owner shall post a written notice on the*
2 *dwelling. The notice must:*
3 *(a) Identify the address of the dwelling;*
4 *(b) Identify the court that has jurisdiction over any matter relating to*
5 *the dwelling;*
6 *(c) Identify the date on which the owner took possession of the*
7 *dwelling pursuant to subsection 1 or changed the locks; and*
8 *(d) Advise the unauthorized or unlawful occupant that:*
9 *(1) One or more locks on the dwelling have been changed as the*
10 *result of an arrest for housebreaking or unlawful occupancy.*
11 *(2) The unauthorized or unlawful occupant has the right to*
12 *contest the matter by filing a verified complaint for reentry with the court*
13 *within ~~14~~ 21 calendar days after the date indicated in paragraph (c).*
14 *The complaint must be served upon the owner or authorized*
15 *representative of the dwelling at the address provided to the court with*
16 *the filing of the written notice pursuant to subsection 3.*
17 *(3) Reentry of the property without a court order is a criminal*
18 *offense, punishable by up to 4 years in prison.*
19 *(4) Except as otherwise provided in this subparagraph, the owner*
20 *of the dwelling shall provide safe storage of any personal property which*
21 *remains on the property. The owner may dispose of any personal*
22 *property which remains on the property after ~~14~~ 21 calendar days from*
23 *the date indicated in paragraph (c) unless within that time the owner*
24 *receives an affidavit or notice of hearing pursuant to section 3 of this act.*
25 *The unlawful or unauthorized occupant may recover his or her personal*
26 *property by filing an affidavit with the court pursuant to section 3 of this*
27 *act within ~~14~~ 21 calendar days after the date indicated in paragraph*
28 *(c). The owner is entitled to payment of the reasonable and actual costs*
29 *of inventory, moving and storage before releasing the personal property*
30 *to the occupant.*
31 *3. The notice posted pursuant to subsection 2 must remain posted*
32 *on the dwelling for not less than ~~14~~ 21 calendar days. A copy of the*
33 *notice must be filed with the court on the same day that any locks are*
34 *changed on the dwelling and must be accompanied by a statement which*
35 *includes an address for service of any documents on the owner of the*
36 *dwelling or authorized representative.*
37 *4. As used in this section:*
38 *(a) "Housebreaking" has the meaning ascribed to it in section 46 of*
39 *this act.*
40 *(b) "Unlawful entry" has the meaning ascribed to it in section 47 of*
41 *this act.*
42 **Sec. 3. 1. In addition to the remedy provided in NRS 40.290 to**
43 **40.420, inclusive, and sections 2, 3 and 4 of this act, when a person who**
44 **is guilty of forcible entry or forcible detainer fails, after the expiration of**
45 **a written notice to surrender which was served pursuant to NRS 40.230**

Although the length of time is a policy decision, after discussion with the Public Defender's office, I agreed to modify it because, in the event of an arrest on a felony charge, if the defendant remains in custody, the preliminary hearing will be set in 15 days. That means the defendant would most likely never get an opportunity to see the notice or attempt to recover his/her property if this remains at 14 days.

1 or 40.240, to surrender the real property to the owner of the real
2 property, the owners authorized agent or the occupant who is authorized
3 by the owner to be in possession of the real property, the owner or
4 occupant who is authorized by the owner may seek to recover possession
5 of the real property pursuant to this section.

6 2. The owner of the real property, the owners authorized agent, or
7 the occupant who is authorized by the owner to be in possession of the
8 real property shall serve the notice to surrender on the unlawful or
9 unauthorized occupant in accordance with the provisions of
10 NRS 40.280.

11 3. In addition to the requirements set forth in subsection 2 of NRS
12 40.230 and subsection 2 of NRS 40.240, a written notice to surrender
13 must:

14 (a) Identify the court that has jurisdiction over the matter.

15 (b) Advise the unlawful or unauthorized occupant:

16 (1) Of his or her right to contest the matter by filing, before the
17 court's close of business on the third judicial day following service of the
18 notice of surrender, an affidavit with the court that has jurisdiction over
19 the matter stating the reasons why the unlawful or unauthorized
20 occupant is not guilty of a forcible entry or forcible detainer.

21 (2) That if the court determines that the unlawful or unauthorized
22 occupant is guilty of a forcible entry or forcible detainer, the court may
23 issue a summary order for removal of the unlawful or unauthorized
24 occupant or an order providing for the nonadmittance of the unlawful or
25 unauthorized occupant, directing the sheriff or constable of the county to
26 remove the unlawful or unauthorized occupant within 24 hours after the
27 sheriff's or constable's receipt of the order from the court.

28 (3) That, except as otherwise provided in this subparagraph, the
29 owner of the real property, the owner's authorized agent, or the occupant
30 who is authorized by the owner of the real property to be in possession of
31 the real property shall provide safe storage of any personal property of
32 the unlawful or unauthorized occupant which remains on the property.
33 The owner, the owner's authorized agent, or occupant may dispose of
34 any personal property of the unlawful or unauthorized occupant
35 remaining on the real property after 14 calendar days from the execution
36 of an order for removal of the unlawful or unauthorized occupant or the
37 compliance of the unlawful or unauthorized occupant with the notice to
38 surrender, whichever comes first. The unlawful or unauthorized
39 occupant must pay the owner, the owner's authorized agent, or occupant
40 for the reasonable and actual costs of inventory, moving and storage of
41 the personal property before the personal property will be released to the
42 unlawful or unauthorized occupant.

43 4. Upon service of the written notice to surrender pursuant to
44 subsection 3, the unlawful or unauthorized occupant shall:

1 (a) Before the expiration of the notice, surrender the real property to
2 the owner of the real property, the owner's authorized agent, or the
3 occupant who is authorized by the owner to be in possession of the real
4 property, in which case an affidavit of complaint may not be filed
5 pursuant to subsection 5 and a summary order for removal or
6 nonadmittance may not be issued pursuant to subsection 6; ~~for~~

7 (b) Contest the matter by filing, before the court's close of business
8 on the third judicial day following service of the notice to surrender, an
9 affidavit with the court that has jurisdiction over the matter stating the
10 reasons that the unlawful or unauthorized occupant is not guilty of a
11 forcible entry or forcible detainer. A file-stamped copy of the affidavit
12 must be served by mail upon the issuer of the notice to surrender.; or

13 (c) Request the court to stay the execution of the summary order for
14 removal stating reasons such a stay is warranted. Such reasons may
15 include facts that the occupant gained possession of the property
16 peacefully and as a result of an invalid lease, fraudulent act, or
17 misrepresentation by a person without authority of the owner of the real
18 property.

19 5. Upon expiration of the written notice to surrender, the owner of
20 the real property, the owner's authorized agent, or the occupant who is
21 authorized by the owner to be in possession of the real property may
22 apply by affidavit of complaint for eviction to the justice court of the
23 township in which the real property is located or the district court of the
24 county in which the real property is located, whichever has jurisdiction
25 over the matter. The affidavit of complaint for eviction must state or
26 contain:

27 (a) The date on which the unlawful or unauthorized occupant
28 forcibly entered or detained the real property or the date on which the
29 applicant first became aware of the forcible entry or forcible detainer.

30 (b) A summary of the specific facts detailing how the alleged forcible
31 entry or forcible detainer was or is being committed.

32 (c) A copy of the written notice to surrender that was served on the
33 unlawful or unauthorized occupant.

34 (d) Proof of service of the written notice to surrender in compliance
35 with NRS 40.280.

36 6. Upon the filing of the affidavit of complaint by the owner of the
37 real property, the owner's authorized agent, or the occupant who is
38 authorized by the owner to be in possession of the real property pursuant
39 to subsection 5, the justice court or the district court, as applicable, shall
40 determine the truthfulness and sufficiency of any affidavit or notice
41 provided for in this section. If:

42 (a) The unlawful or unauthorized occupant has failed to timely file
43 an affidavit contesting the matter pursuant to paragraph (b) of
44 subsection 4 and the court determines that sufficient evidence has been
45 set forth in the affidavit of complaint to demonstrate that a forcible entry

This change is the result of concerns by Nevada Legal Services.

1 or forcible detainer has been committed by the unlawful or unauthorized
2 occupant, the court must issue an order directing the sheriff or constable
3 of the county to remove the unlawful or unauthorized occupant within
4 24 hours after the sheriff's or constable's receipt of the order from the
5 court.

6 (b) The unlawful or unauthorized occupant has timely filed an
7 affidavit contesting the matter pursuant to paragraph (b) of subsection 4
8 and the court determines that the affidavit fails to raise a justiciable issue
9 regarding the alleged forcible entry or forcible detainer, the court may
10 rule on the matter without a hearing. If the court determines that
11 sufficient evidence has been set forth in the affidavit of complaint to
12 demonstrate that a forcible entry or forcible detainer has been committed
13 by the unlawful or unauthorized occupant, the court must issue an order
14 directing the sheriff or constable of the county to remove the unlawful or
15 unauthorized occupant within 24 hours after the sheriff's or constable's
16 receipt of the order from the court.

17 (c) The unlawful or unauthorized occupant has timely filed an
18 affidavit contesting the matter pursuant to paragraph (b) of subsection 4
19 and the court determines that the affidavit raises an element of a legal
20 defense ~~[a justiciable issue]~~ regarding the alleged forcible entry or
21 forcible detainer, the court must require the parties to appear at a
22 hearing to determine the truthfulness and sufficiency of the evidence set
23 forth in any affidavit. Such a hearing must be held within 7 judicial days
24 after the filing of the affidavit of complaint.

25 (d) Upon review of the affidavits of any party or upon hearing, the
26 court determines that:

27 (1) There is a legal defense as to the alleged forcible entry or
28 forcible detainer, the court must refuse to grant either party any relief
29 and, except as otherwise provided in this subsection, must require that
30 any further proceedings be conducted pursuant to NRS 40.290 to 40.420,
31 inclusive, and section 2, 3 and 4 of this act.

32 (2) The unlawful or unauthorized occupant gained entry or
33 possession of the real property peaceably and as a result of an invalid
34 lease, ~~for~~ fraudulent act or misrepresentation by a person without the
35 authority of the owner of the real property, the court may issue a
36 summary order for the removal of the unlawful or unauthorized
37 occupant but also may, within the discretion of the court, stay such order
38 for a period sufficient to allow the unlawful or unauthorized occupant to
39 vacate and remove his or her personal property. This period may not
40 exceed 30 days.

41 7. The owner of the real property or the occupant who is authorized
42 by the owner to be in possession of the real property may, without
43 incurring any civil or criminal liability, dispose of personal property
44 abandoned on the real property by an unlawful or unauthorized

The sponsor will explain at the hearing.

The sponsor will explain these changes at the hearing.

1 occupant who is ordered removed by this section in the following
2 manner:

3 (a) The owner of the real property or the occupant who is authorized
4 by the owner to be in possession of the real property shall reasonably
5 provide for the safe storage of the abandoned personal property for 21
6 ~~14~~ calendar days after the removal of the unlawful or unauthorized
7 occupant or the surrender of the real property in compliance with a
8 written notice to surrender, whichever comes first, and may charge and
9 collect the reasonable and actual costs of inventory, moving and storage
10 before releasing the abandoned personal property to the unlawful or
11 unauthorized occupant or his or her authorized representative rightfully
12 claiming the property within that period. The owner or the occupant is
13 liable to the unlawful or unauthorized occupant only for negligent or
14 wrongful acts in storing the abandoned personal property.

15 (b) After the expiration of the ~~14~~ 21-day period, the owner of the
16 real property or the occupant who is authorized by the owner to be in
17 possession of the real property may dispose of the abandoned personal
18 property and recover his or her reasonable costs out of the personal
19 property or the value thereof.

20 (c) Vehicles must be disposed of in the manner provided in chapter
21 487 of NRS for abandoned vehicles.

22 (d) Any dispute relating to the amount of the costs claimed by the
23 owner of the real property or the occupant who is authorized by the
24 owner to be in possession of the real property pursuant to paragraph (a)
25 may be resolved by the court pursuant to a motion filed by the unlawful
26 or unauthorized occupant and the payment of the appropriate fees
27 relating to the filing and service of the motion. The motion must be filed
28 within 14 calendar days after
29 the removal of the unlawful or unauthorized occupant or the surrender
30 of the real property in compliance with a written notice to surrender,
31 whichever comes first. Upon the filing of a motion by the unlawful or
32 unauthorized occupant pursuant to this paragraph, the court shall
33 schedule a hearing on the motion. The hearing must be held within 10
34 judicial days after the filing of the motion. The court shall affix the date
35 of the hearing to the motion and mail a copy to the owner or the
36 occupant at the address on file with the court.

37 **Sec. 4. 1. If the owner, the owner's authorized agent of a dwelling**
38 **locks an occupant out of the dwelling pursuant to section 2 of this act,**
39 **the occupant may recover possession of the dwelling as provided in this**
40 **section.**

41 **2. The occupant must file with the justice court of the township in**
42 **which the dwelling is located a verified complaint for reentry, specifying**
43 **the facts of the lockout by the owner of the dwelling or the authorized**
44 **representative of the owner. The occupant must also specify the legal**

Although these two subsections (a) and (b) do not involve an arrest situation, the change is proposed for ease of application given that Section 2 refers to this section for the procedure to recover personal property.

This oral statement is unworkable as the occupant would be required to just show up to the court with no scheduled hearing to make such a statement under oath to the court. This is the same language used in Chapter 118C for commercial tenancies and is unworkable there as well.

1 basis upon which reentry into the dwelling is warranted ~~[state orally~~
 2 ~~under oath to the court the facts of the lockout.]~~
 3 3. *If the occupant has complied with subsection 2 and the court*
 4 *reasonably believes that an unjustified lockout may have occurred, the*
 5 *court ~~is~~*
 6 (a) ~~[Must issue an order requiring the occupant to post a bond in an~~
 7 ~~amount equal to 1 month of rent, and~~
 8 ~~—(b) Upon the posting of the bond,]~~ *may issue, ex parte, a temporary*
 9 *writ of restitution that entitles the occupant to immediate and temporary*
 10 *possession of the dwelling, pending a final ~~[hearing]~~ trial on the*
 11 *occupant’s verified complaint for reentry.*
 12 4. *A temporary writ of restitution must be served on the owner of the*
 13 *dwelling or the authorized representative of the owner in the same*
 14 *manner as a writ of restitution in a forcible detainer action. A sheriff or*
 15 *constable may use reasonable force in executing a temporary writ of*
 16 *restitution under this subsection.*
 17 5. *The court shall hold a ~~[hearing]~~ trial on the occupant’s verified*
 18 *complaint for reentry ~~is~~ within 10 judicial days of the filing of the*
 19 *verified complaint for reentry after notice to both parties. A temporary*
 20 *writ of restitution must notify the owner of the dwelling of the pendency*
 21 *of the matter and the date of the hearing. ~~[The hearing must be held not~~*
 22 ~~*earlier than the first judicial day and not later than the seventh judicial*~~
 23 ~~*day after the date on which the occupant files the verified complaint for*~~
 24 ~~*reentry.]*~~
 25 6. *A party may appeal from the court’s judgment at the ~~[hearing]~~*
 26 *trial on the verified complaint for reentry in the same manner as a party*
 27 *may appeal a judgment in an action for forcible detainer.*
 28 7. *If a writ of restitution is issued, the writ supersedes a temporary*
 29 *writ of restitution.*
 30 8. *If the owner of the dwelling or the person on whom a writ of*
 31 *restitution is served fails to immediately comply with the writ or later*
 32 *disobeys the writ, the failure is grounds for contempt of court against the*
 33 *owner or the person on whom the writ was served, under chapter 22 of*
 34 *NRS.*
 35 9. *This section does not affect ~~[a tenant’s]~~ an occupant’s right to*
 36 *pursue a separate cause of action under chapter 118A of NRS ~~is~~ should*
 37 *the occupant be able to establish the existence of a landlord and tenant*
 38 *relationship.*
 39 10. *If an occupant in bad faith files a sworn complaint for reentry*
 40 *resulting in a writ of restitution being served on the owner of a dwelling*
 41 *or the authorized representative of the owner, the owner may in a*
 42 *separate cause of action recover from the occupant an amount equal to*
 43 *actual damages, ~~[1 month’s rent]~~ or \$500, whichever is greater,*
 44 *reasonable attorney’s fees, and costs of court, less any sums for which*
 45 *the owner is liable to the occupant.*

Because this is alleged squatter or unauthorized occupant, there is no rental amount to assess. If the court has already determined an unjustified lockout occurred, the bond would not be necessary. It is more important to get the parties into court and resolve the issues.

Also changes “hearing” to “trial.”

One to seven days is a difficult timeline for the court to meet. Giving 10 days will ensure there are no issues with getting it scheduled and having sufficient time for notice to reach both parties.

The sponsor will explain at the hearing.

As noted earlier, there is not a tenancy so there is no established rental amount; this is a squatter.

1 *11. This section does not affect the rights of an owner or occupant*
2 *in a forcible detainer, unlawful detainer or forcible entry and detainer*
3 *action.*

4 **Sec. 5. 1.** *A tenant, having leased in a tenancy at will a dwelling*
5 *unit, a recreational vehicle, a mobile home or real property other than a*
6 *mobile home lot or a recreational vehicle lot, is guilty of an unlawful*
7 *detainer when the tenant continues in possession, in person or by*
8 *subtenant, of the dwelling unit, recreational vehicle, mobile home or real*
9 *property, or any part thereof, after the expiration of a written notice to*
10 *surrender notifying the tenant that the tenancy at will is terminated and*
11 *affording the tenant at least 5 days to surrender the premises.*

12 **2.** *If a tenant is guilty of an unlawful detainer pursuant to this*
13 *section, the landlord may seek to recover possession of the dwelling unit,*
14 *recreational vehicle, mobile home or real property pursuant to the*
15 *provisions of NRS 40.254 or 40.290 to 40.420, inclusive, and sections 2, 3*
16 *and 4 of this act.*

17 **3.** *As used in this section, “tenancy at will” means an agreement for*
18 *tenancy that:*

19 *(a) Is terminable at the will of either the landlord or the tenant,*
20 *whereby the tenant occupies property with the consent of the landlord;*
21 *and*

22 *(b) Does not specify a definite rental period or periodic payment of*
23 *rent.*

24 **Sec. 6. 1.** *A tenant having leased a mobile home lot subject to the*
25 *provisions of chapter 118B of NRS, or a recreational vehicle lot in an*
26 *area of a mobile home park other than an area designated as a*
27 *recreational vehicle lot pursuant to the provisions of subsection 8 of NRS*
28 *40.215, is guilty of an unlawful detainer when the tenant continues in*
29 *possession, in person or by subtenant, without the landlord’s consent:*

30 *(a) After notice has been given pursuant to NRS 118B.115, 118B.170*
31 *or 118B.190 and the period of the notice has expired; or*

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

35 **2.** *If a tenant is guilty of an unlawful detainer pursuant to this*
36 *section, the landlord may seek to recover possession of the lot described*
37 *in subsection 1 pursuant to the provisions of NRS ~~[40.254 or]~~ 40.290 to*
38 *40.420, inclusive, sections 2, 3 and 4 of this act.*

39 **Sec. 7. 1.** *A tenant having leased a recreational vehicle lot is*
40 *guilty of an unlawful detainer when the tenant continues in possession,*
41 *in person or by subtenant, of the recreational vehicle lot:*

42 *(a) For a recreational vehicle lot that is leased for an unspecified*
43 *term or a period with payment of periodic rent, after the expiration of a*
44 *notice to surrender notifying the tenant that the tenancy is terminated for*

For recovery of a mobile home lot, the tenant is the owner of the mobile home so the forcible detainer/forcible entry statutes would not apply. Additionally, summary eviction is not authorized for recovery of a mobile home lot so NRS 40.254 would not apply.

1 *no cause and affording the tenant 5 days to surrender the recreational*
2 *vehicle lot; or*

3 *(b) For a recreational vehicle lot that is leased for a specified term,*
4 *after the expiration of the term. In all cases where the recreational*
5 *vehicle lot is leased for a specified term or period by written contract, the*
6 *tenancy terminates without notice at the expiration of the specified term*
7 *or period.*

8 *2. If a tenant is guilty of an unlawful detainer pursuant to this*
9 *section, the landlord may seek to recover possession of the recreational*
10 *vehicle lot pursuant to the provisions of NRS 40.254 or 40.290 to 40.420,*
11 *inclusive, sections 2, 3 and 4 of this act.*

12 **Sec. 8.** NRS 40.140 is hereby amended to read as follows:

13 40.140 1. Except as otherwise provided in this section:

14 (a) ~~{Anything}~~ *Any conduct or an ongoing condition* which is
15 injurious to health, or indecent and offensive to the senses, or an
16 *unreasonable* obstruction to the free use of property, so as to interfere with
17 the comfortable enjoyment of life or property; ~~and which causes injury~~
18 ~~or damage to any other tenant or occupant of that property or of an~~
19 ~~adjacent building or structure.~~

20 (b) A building or place used for the purpose of unlawfully selling,
21 serving, storing, keeping, manufacturing, using or giving away a controlled
22 substance, immediate precursor or controlled substance analog;

23 (c) A building or place which was used for the purpose of unlawfully
24 manufacturing a controlled substance, immediate precursor or controlled
25 substance analog and:

26 (1) Which has not been deemed safe for habitation by the board of
27 health; or

28 (2) From which all materials or substances involving the controlled
29 substance, immediate precursor or controlled substance analog have not
30 been removed or remediated by an entity certified or licensed to do so
31 within 180 days after the building or place is no longer used for the
32 purpose of unlawfully manufacturing a controlled substance, immediate
33 precursor or controlled substance analog; or

34 (d) A building or place regularly and continuously used by the
35 members of a criminal gang to engage in, or facilitate the commission of,
36 crimes by the criminal gang,

37 ~~is~~ is a nuisance, and *may be* the subject of an action. ~~{The}~~

38 *2. An action pursuant to subsection 1* may be brought ~~by~~ ~~for~~

39 ~~(a) By~~ any person whose property is injuriously affected, or whose
40 personal enjoyment is lessened by the nuisance, and by the judgment the
41 nuisance may be enjoined or abated, as well as damages recovered. ~~for~~

42 ~~for~~
43 ~~—2.} ; for~~

After discussions with Legal Aid, it was agreed that this part of the definition would only apply in the landlord/tenant scenario and not for the private cause of action available under this statute.

1 ~~=(b) For unlawful detainer pursuant to NRS 40.254 or 40.290 to~~
2 ~~40.420, inclusive, and sections 2, 3 and 4 of this act by a landlord against~~
3 ~~a tenant where:]~~

4 ~~[(1) The tenant is the cause of the nuisance; and~~

5 ~~=(2) A notice given to the tenant by the landlord pursuant to NRS~~
6 ~~40.2514 has expired.]~~

7 3. An action by a landlord to recover possession of leased property
8 where a tenant is the cause of a nuisance must be brought pursuant to
9 NRS 40.2514.

10
11 4. It is presumed:

12 (a) That an agricultural activity conducted on farmland, consistent with
13 good agricultural practice and established before surrounding
14 nonagricultural activities is reasonable. Such activity does not constitute a
15 nuisance unless the activity has a substantial adverse effect on the public
16 health or safety.

17 (b) That an agricultural activity which does not violate a federal, state
18 or local law, ordinance or regulation constitutes good agricultural practice.

19 ~~[3-4-7~~ 5. A shooting range does not constitute a nuisance with respect
20 to any noise attributable to the shooting range if the shooting range is in
21 compliance with the provisions of all applicable statutes, ordinances and
22 regulations concerning noise:

23 (a) As those provisions existed on October 1, 1997, for a shooting
24 range in operation on or before October 1, 1997; or

25 (b) As those provisions exist on the date that the shooting range begins
26 operation, for a shooting range that begins operation after October 1, 1997.

27 ↪ A shooting range is not subject to any state or local law related to the
28 control of noise that is adopted or amended after the date set forth in
29 paragraph (a) or (b), as applicable, and does not constitute a nuisance for
30 failure to comply with any such law.

31 ~~[4-5-7~~ 6. As used in this section:

32 (a) "Board of health" has the meaning ascribed to it in
33 NRS 439.4797.

34 (b) "Controlled substance analog" has the meaning ascribed to it in
35 NRS 453.043.

36 (c) "Criminal gang" has the meaning ascribed to it in
37 NRS 193.168.

38 (d) "Immediate precursor" has the meaning ascribed to it in NRS
39 453.086.

40 (e) "Shooting range" means an area designed and used for archery or
41 sport shooting, including, but not limited to, sport shooting that involves
42 the use of rifles, shotguns, pistols, silhouettes, skeet, trap, black powder or
43 other similar items.

1 **Sec. 9.** NRS 40.215 is hereby amended to read as follows:
2 40.215 As used in NRS 40.215 to 40.425, inclusive, *and sections 2 to*
3 *7, inclusive, of this act*, unless the context requires otherwise:

4 1. *“ Dwelling” or “dwelling unit” means a structure or part thereof*
5 *that is occupied, or designed or intended for occupancy, as a residence or*
6 *sleeping place by one person who maintains a household or by two or*
7 *more persons who maintain a common household.*

8 2. *“Landlord’s agent” means a person who is hired or authorized by*
9 *the landlord or owner of real property to manage the property or*
10 *dwelling unit, to enter into a rental agreement on behalf of the landlord*
11 *or owner of the property or who serves as a person within this State who*
12 *is authorized to act for and on behalf of the landlord or owner for the*
13 *purposes of service of process or receiving notices and demands. A*
14 *landlord’s agent may also include a successor landlord or a property*
15 *manager as defined in NRS 645.0195.*

16 3. “Mobile home” means every vehicle, including equipment, which
17 is constructed, reconstructed or added to in such a way as to have an
18 enclosed room or addition occupied by one or more persons as a ~~{dwelling}~~
19 *residence* or sleeping place and which has no foundation other than
20 wheels, jacks, skirting or other temporary support.

21 ~~{2.}~~ 4. “Mobile home lot” means a portion of land within a mobile
22 home park which is rented or held out for rent to accommodate a mobile
23 home.

24 ~~{3.}~~ 5. “Mobile home park” or “park” means an area or tract of land
25 where two or more mobile homes or mobile home lots are rented or held
26 out for rent. “Mobile home park” or “park” does not include those areas or
27 tracts of land, whether within or outside of a park, where the lots are held
28 out for rent on a nightly basis.

29 ~~{4.}~~ 6. “Premises” includes a mobile home.

30 ~~{5.}~~ 7. “Recreational vehicle” means a vehicular structure primarily
31 designed as temporary living quarters for travel, recreational or camping
32 use, which may be self-propelled or mounted upon or drawn by a motor
33 vehicle.

34 ~~{6.}~~ 8. “Recreational vehicle lot” means a portion of land within a
35 recreational vehicle park, or a portion of land so designated within a
36 mobile home park, which is rented or held out for rent to accommodate a
37 recreational vehicle overnight or for less than 3 months.

38 ~~{7.}~~ 9. “Recreational vehicle park” means an area or tract of land
39 where lots are rented or held out for rent to accommodate a recreational
40 vehicle overnight or for less than 3 months.

41 10. *“Short-term tenancy” means a tenancy in which rent is reserved*
42 *by a period of 1 week and the tenancy has not continued for more than*
43 *45 days.*

1 **Sec. 10.** NRS 40.220 is hereby amended to read as follows:
2 40.220 No entry shall be made *upon or* into any ~~[hands, tenements]~~
3 *real property* or other possessions but in cases where entry is given by law;
4 and in such cases, only in a peaceable manner, not with strong hand nor
5 with multitude of people.

6 **Sec. 11.** NRS 40.230 is hereby amended to read as follows:
7 40.230 **1.** Every person is guilty of a forcible entry who ~~[either:~~
8 ~~—1. By breaking open doors, windows or other parts of a house, or by~~
9 ~~fraud, intimidation or stealth, or by]~~ *unlawfully enters any real property:*

10 *(a) By means of physical force resulting in damage to a structure on*
11 *the real property;*

12 *(b) By any kind of violence or circumstance of terror* ~~[, enters upon or~~
13 ~~into any];~~

14 *(c) Peaceably or otherwise and:*

15 *(1) Thereafter prevents the owner of the real property* ~~[:]~~ *from*
16 *access or occupancy of the property by changing a lock;* or

17 ~~[2.—Who, after entering peaceably upon real property, turns]~~

18 *(2) Turns out by force, threats of violence or menacing conduct, the*
19 ~~[party in natural]~~ *owner of the real property or an occupant who is*
20 *authorized by the owner to be in possession* ~~[:]~~ *of the real property.*

21 **2.** *The owner of the real property or the occupant who is authorized*
22 *by the owner to be in possession of the real property may seek to recover*
23 *possession of the property pursuant to NRS* ~~[40.254 or]~~ *40.290 to 40.420,*
24 *inclusive,* ~~[and]~~ *or sections 2, and 3 and 4 of this act, after the expiration*
25 *of the notice to surrender served by the owner or authorized occupant*
26 *upon the person who committed the forcible entry. The notice must:*

27 *(a) Inform the person who committed the forcible entry that he or she*
28 *is guilty of forcible entry; and*

29 *(b) Afford the person who committed the forcible entry* ~~[3]~~ *4 judicial*
30 *days to surrender the property.*

31 **3.** *If a person recovers damages for a forcible entry, judgment may*
32 *be entered for three times the amount at which the actual damages are*
33 *assessed. As used in this section, “actual damages” means damages to*
34 *real property and personal property.*

35 **Sec. 12.** NRS 40.240 is hereby amended to read as follows:

36 40.240 **1.** Every person is guilty of a forcible detainer who either:

37 ~~[1.—By]~~

38 *(a) Unlawfully holds and keeps the possession of any real property by*
39 *force* ~~[, or by menaces]~~ *or threats of violence* ~~[, unlawfully holds and keeps~~
40 ~~the possession of any real property,]~~ *, or whether the* ~~[same]~~ *possession*
41 *was acquired peaceably or otherwise; or*

42 ~~[2.—Who, in the nighttime, or during the absence of the occupant of]~~

43 *(b) Enters any real property* ~~[, unlawfully enters thereon,]~~ *without the*
44 *authority of the owner of the property or an occupant who is authorized*
45 *by the owner to be in possession of the real property and who, after*

NRS 40.254 only applies to the summary procedures in place for a landlord/tenant situation and does not apply here to the forcible entry/squatter scenario.

After discussions with Legal Aid based on their arguments in the past that 3 days is constitutionally insufficient and it would not necessarily afford an occupant time to receive the notice and have time to meet the deadline to file with the court. Legal Aid’s concern is that there are many reasons why posted notice alone might not be sufficient, (e.g. inclement weather, poor tape, unscrupulous owner, removal by a third party, etc.) and why the mail requirement is in place. Mail typically takes 3 days.

1 ~~demand made for the~~ receiving written notice to surrender ~~thereof,~~
2 ~~refuses for a period of 3 days~~ pursuant to subsection 2, fails to surrender
3 the ~~same to such former occupant. The occupant of real property within~~
4 ~~the meaning of this subsection is one who, within 5 days preceding such~~
5 ~~unlawful entry, was in the peaceable and undisturbed possession of such~~
6 ~~lands.]~~ property.

7 2. The owner of the real property or the occupant who is authorized
8 by the owner to be in possession of the real property may seek to recover
9 possession of the property pursuant to NRS ~~40.254 or~~ 40.290 to 40.420,
10 inclusive, ~~and~~ or sections 2, and 3 and 4 of this act, after the expiration
11 of the notice to surrender served by the owner or authorized occupant
12 upon the person who committed the forcible detainer. The notice must:

13 (a) Inform the person who committed the forcible detainer that he or
14 she is guilty of a forcible detainer; and

15 (b) Afford the person who committed the forcible detainer ~~3~~ 4
16 judicial days to surrender the property.

17 3. If a person recovers damages for a forcible detainer, judgment
18 may be entered for three times the amount at which the actual damages
19 are assessed. As used in this section, "actual damages" means damages
20 to real property and personal property.

21 Sec. 13. NRS 40.250 is hereby amended to read as follows:

22 40.250 1. A tenant of ~~real property or~~ a dwelling unit, a
23 recreational vehicle, a mobile home or real property other than a mobile
24 home lot or a recreational vehicle lot for a specified term less than life is
25 guilty of an unlawful detainer when the tenant continues in possession, in
26 person or by subtenant, of the ~~property or~~ dwelling unit, recreational
27 vehicle, mobile home or real property, or any part thereof, after the
28 expiration of the term for which it is let to the tenant ~~or the termination~~
29 of a rental agreement pursuant to NRS 118A.430. In all cases where a
30 dwelling unit, a recreational vehicle, a mobile home or real property
31 other than a mobile home lot or recreational vehicle lot is leased for a
32 specified term or period, or by express or implied contract, whether written
33 or parol, the tenancy terminates without notice at the expiration of the
34 specified term or period.

35 2. If a tenant is guilty of an unlawful detainer pursuant to this
36 section, the landlord or the landlord's agent may seek to recover
37 possession of the dwelling unit, recreational vehicle, mobile home or real
38 property pursuant to the provisions of NRS 40.254 or 40.290 to 40.420,
39 inclusive, and sections 2, 3 and 4 of this act.

40 Sec. 14. NRS 40.251 is hereby amended to read as follows:

41 40.251 1. A tenant of ~~real property,~~ a dwelling unit, a recreational
42 vehicle, ~~or~~ a mobile home or real property other than a mobile home
43 lot or a recreational vehicle lot for a periodic tenancy of an unspecified
44 term ~~less than life~~ is guilty of an unlawful detainer when ~~having leased:~~

NRS 40.254 only applies to the landlord/tenant relationship.

See prior statement.

1 ~~—(a) Real property, except as otherwise provided in this section, or a~~
2 ~~mobile home for an indefinite time, with monthly or other periodic rent~~
3 ~~reserved,] the tenant continues in possession thereof, in person or by~~
4 ~~subtenant, without the landlord’s consent after the expiration of a notice~~
5 ~~of:~~
6 ~~—(1) to surrender notifying the tenant that the tenancy is~~
7 ~~terminated for no cause and affording the tenant at least 30 calendar~~
8 ~~days after the date of service of the notice to surrender to vacate the~~
9 ~~premises, unless the tenancy is from week to week. For tenancies from~~
10 ~~week to week, the notice to surrender must afford the tenant at least 7~~
11 ~~days;~~
12 ~~—(2) Except as otherwise provided in subsection 2, for all other~~
13 ~~periodic tenancies, at least 30 days; or~~
14 ~~—(3) For tenancies at will, at least 5 days.~~
15 ~~—(b) A dwelling unit subject to the provisions of chapter 118A of NRS,~~
16 ~~the tenant continues in possession, in person or by subtenant, without the~~
17 ~~landlord’s consent after expiration of:~~
18 ~~—(1) The term of the rental agreement or its termination and, except~~
19 ~~as otherwise provided in subparagraph (2), the expiration of a notice of:~~
20 ~~—(I) At least 7 days for tenancies from week to week; and~~
21 ~~—(II) Except as otherwise provided in subsection 2, at least 30~~
22 ~~days for all other periodic tenancies; or~~
23 ~~—(2) A notice of at least 5 days where the tenant has failed to perform~~
24 ~~the tenant’s basic or contractual obligations under chapter 118A of NRS.~~
25 ~~—(c) A mobile home lot subject to the provisions of chapter 118B of~~
26 ~~NRS, or a lot for a recreational vehicle in an area of a mobile home park~~
27 ~~other than an area designated as a recreational vehicle lot pursuant to the~~
28 ~~provisions of subsection 6 of NRS 40.215, the tenant continues in~~
29 ~~possession, in person or by subtenant, without the landlord’s consent:~~
30 ~~—(1) After notice has been given pursuant to NRS 118B.115,~~
31 ~~118B.170 or 118B.190 and the period of the notice has expired; or~~
32 ~~—(2) If the person is not a natural person and has received three~~
33 ~~notices for nonpayment of rent within a 12-month period, immediately~~
34 ~~upon failure to pay timely rent.~~
35 ~~—(d) A recreational vehicle lot, the tenant continues in possession, in~~
36 ~~person or by subtenant, without the landlord’s consent, after the expiration~~
37 ~~of a notice of at least 5 days.] after the date of service of the notice to~~
38 ~~vacate the premises.~~
39 2. Except as otherwise provided in this section, if a *residential* tenant
40 with a periodic tenancy, ~~[pursuant to paragraph (a) or (b) of subsection 1,]~~
41 other than a tenancy from week to week, is 60 years of age or older or has
42 a physical or mental disability, the tenant may request to be allowed to
43 continue in possession for an additional 30 days beyond the time specified
44 in subsection 1. ~~[by submitting a written]~~ **The tenant must submit such a**
45 request ~~[for an extended period and providing],~~ **in writing, to the landlord**

1 *within 15 days after the date of service of the notice to surrender*
2 *described in subsection 1. The request must be accompanied by* proof of
3 the tenant's age or disability. ~~[A landlord may not be required to allow a~~
4 ~~tenant to continue in possession if a shorter notice is provided pursuant to~~
5 ~~subparagraph (2) of paragraph (b) of subsection 1.] Within 2 judicial days~~
6 ~~after the landlord receives the written request, the landlord shall respond~~
7 ~~in writing and inform the tenant:~~

8 (a) *That the tenant's request is accepted, specifying the new date by*
9 *which the tenant must vacate the premises, calculated by adding 30 days*
10 *to the date of the expiration of the notice to surrender served pursuant to*
11 *subsection 1; or*

12 (b) *That the tenant's request is denied, specifying the basis for the*
13 *denial.*

14 3. ~~[Any notice provided pursuant to paragraph (a) or (b) of subsection~~
15 ~~1 must include a statement advising the tenant of the provisions of~~
16 ~~subsection 2.~~

17 ~~—4.] 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 tenant~~
19 ~~may petition the court for an order to continue in possession for the~~
20 ~~additional 30 days. The tenant must file the petition within ~~2~~ 5 judicial~~
21 ~~days after the tenant receives the landlord's written rejection of the~~
22 ~~tenant's request. ~~for, if the landlord fails to respond to the request,~~~~
23 ~~~~within 5 judicial days after the tenant submits the request.]~~ If the tenant~~
24 ~~submits proof to the court that the tenant is entitled to request such an~~
25 ~~extension, the court may grant the petition and enter an order allowing the~~
26 ~~tenant to continue in possession for the additional 30 days. If the court~~
27 ~~denies the petition, the tenant must be allowed to continue in possession~~
28 ~~~~for~~ until 30 calendar days after the date of service of the notice to~~
29 ~~surrender or 5 calendar days following the date of entry of the order~~
30 ~~denying the petition ~~;~~, whichever is later. If the landlord fails to~~
31 ~~respond, in writing, within 5 judicial days after the tenant's submission~~
32 ~~of the request to the landlord, the request shall be deemed granted by the~~
33 ~~landlord with a new date to surrender the property set at 30 days after the~~
34 ~~expiration of the original notice. The landlord may not proceed with an~~
35 ~~unlawful detainer notice pursuant to NRS 40.254 until this extended~~
36 ~~period has expired.~~

37 4. *Any notice to surrender provided pursuant to subsection 1 must*
38 *include a statement advising the tenant of the provisions of subsections 2*
39 *and 3.*

40 5. *If a tenant is guilty of an unlawful detainer pursuant to this*
41 *section, the landlord may seek to recover possession of the dwelling unit,*
42 *recreational vehicle, mobile home or real property pursuant to the*
43 *provisions of NRS 40.254 or 40.290 to 40.420, inclusive, and sections 2, 3*
44 *and 4 of this act.*

These changes are the result of discussions with Legal Aid.

1 **Sec. 15.** NRS 40.2512 is hereby amended to read as follows:
 2 40.2512 *1.* A tenant of real property, ~~or~~ a *dwelling unit, a*
 3 *recreational vehicle or a* mobile home ~~other than a mobile home lot or a~~
 4 ~~recreational vehicle lot~~ for a term less than life is guilty of an unlawful
 5 detainer when the tenant continues in possession, in person or by
 6 subtenant, after default in the payment of any rent and after a notice in
 7 writing, requiring in the alternative the payment of the rent or the surrender
 8 of the detained premises, remains uncomplied with for a period of 5 days,
 9 or in the case of a mobile home lot, 10 days after service thereof. The
 10 notice may be served at any time after the rent becomes due.

11 *2. If a tenant is guilty of an unlawful detainer pursuant to this*
 12 *section, the landlord may seek to recover possession of the real property,*
 13 *dwelling unit, recreational vehicle or mobile home pursuant to:*

14 (a) *The provisions of NRS ~~40.254 or~~ 40.290 to 40.420, inclusive,*
 15 *and sections 2, 3 and 4 of this act; or*

16 (b) *By serving the tenant with notice to pay or surrender pursuant to*
 17 *subsection 2 of NRS 40.253 and utilizing the procedures for eviction*
 18 *provided in that section.*

19 *3. If a tenant is guilty of an unlawful detainer pursuant to this*
 20 *section, the landlord may only seek to recover possession of a mobile*
 21 *home lot or recreational vehicle lot pursuant to the provisions of NRS*
 22 *40.290 to 40.420, inclusive.*

23 *4. As used in this section, "rent" has the meaning ascribed to it in RNS*
 24 *118A.150.*

25 **Sec. 16.** NRS 40.2514 is hereby amended to read as follows:

26 40.2514 *1.* A tenant of real property, a *dwelling unit, a*
 27 *recreational vehicle* or a mobile home *other than a mobile home lot or a*
 28 *recreational vehicle lot* for a term less than life is guilty of an unlawful
 29 detainer when the tenant:

30 ~~1.~~ (a) Assigns or sublets the leased premises contrary to the
 31 covenants of the lease;

32 ~~2.~~ (b) Commits or permits waste ~~thereon;~~
 33 ~~3.~~ *on the leased premises;*

34 (c) Sets up or carries on ~~therein or thereon~~ any unlawful business ~~;~~
 35 ~~4.~~ *in or on the leased premises;*

36 (d) Suffers, permits or maintains on or about the *leased* premises any
 37 nuisance ~~that consists of conduct or an ongoing condition which~~
 38 ~~constitutes an unreasonable obstruction to the free use of property and~~
 39 ~~causes injury and damage to other tenants or occupants of that property or~~
 40 ~~adjacent buildings or structures;~~ *as defined in NRS 40.140;* or

41 ~~5.~~ (e) Violates any of the provisions of NRS 453.011 to 453.552,
 42 inclusive, except NRS 453.336, therein or thereon,

43 ~~and remains~~ *continues* in possession, *in person or by subtenant,* after
 44 service upon the tenant of ~~3 days'~~ a notice to ~~quit.~~ *surrender.*

45 *2. A notice to surrender served pursuant to subsection 1 must:*

This provision of the NRS on nonpayment of rent does not apply to a mobile home lot or RV lot, but simply requires the longer 10-day notice as indicated in the section.

NRS 40.254 does not apply to nonpayment of rent; NRS 40.253 is intended for this exclusive purpose.

1 (a) Inform the tenant of the specific conduct that constitutes an
2 unlawful detainer as described in subsection 1; and

3 (b) Afford the tenant 3 days to surrender the premises.

4 3. If a tenant is guilty of an unlawful detainer pursuant to this
5 section, the landlord may seek to recover possession of the real property,
6 dwelling unit, recreational vehicle or mobile home pursuant to the
7 provisions of NRS 40.254 or 40.290 to 40.420, inclusive, and sections 2, 3
8 and 4 of this act.

9 Sec. 17. NRS 40.2516 is hereby amended to read as follows:

10 40.2516 1. A tenant of real property , a dwelling unit, a
11 recreational vehicle or a mobile home other than a mobile home lot or a
12 recreational vehicle lot for a term less than life is guilty of an unlawful
13 detainer when the tenant continues in possession, in person or by
14 subtenant, after a neglect or failure to perform any condition or covenant
15 of the lease or agreement under which the real property , dwelling unit,
16 recreational vehicle or mobile home is held, other than those mentioned in
17 NRS 40.250 to ~~40.252,~~ 40.254, inclusive, and ~~NRS 40.254,~~ sections 5,
18 6 and 7 of this act, and after notice in writing, requiring in the alternative
19 the performance of the condition or covenant or the surrender of the real
20 property, dwelling unit, recreational vehicle or mobile home, served upon
21 the tenant, and, if there is a subtenant in actual occupation of the premises
22 ~~or~~ property, also upon the subtenant, remains uncomplied with for 5
23 days after the service thereof. Within ~~3~~ 5 days after the service, the
24 tenant, or any subtenant in actual occupation of the premises ~~or~~
25 property, or any mortgagee of the term, or other person, interested in its
26 continuance, may perform the condition or covenant and thereby save the
27 lease from forfeiture; but if the covenants and conditions of the lease,
28 violated by the lessee, cannot afterwards be performed, then no notice need
29 be given.

30 2. If a tenant is guilty of an unlawful detainer pursuant to this
31 section, the landlord may seek to recover possession of the real property,
32 dwelling unit, recreational vehicle or mobile home pursuant to the
33 provisions of NRS 40.254 or 40.290 to 40.420, inclusive, and sections 2, 3
34 and 4 of this act.

35 Sec. 18. NRS 40.252 is hereby amended to read as follows:

36 40.252 For the purposes of NRS 40.250 to ~~40.252,~~ 40.254,
37 inclusive, and ~~NRS 40.254,~~ sections 5, 6 and 7 of this act:

38 1. It is unlawful for a landlord to attempt by contract or other
39 agreement to shorten the specified periods of notice and any such contract
40 or agreement is void.

41 2. Notice to ~~quit or~~ surrender the premises which was given by one
42 colessor of ~~real property or~~ a dwelling unit, a recreational vehicle, a
43 mobile home or real property is valid unless it is affirmatively shown that
44 one or more of the other colessors did not authorize the giving of the
45 notice.

1 **Sec. 19.** NRS 40.253 is hereby amended to read as follows:
 2 40.253 1. Except as otherwise provided in subsection ~~[10.] 12,~~ in
 3 addition to the remedy provided in NRS ~~40.2512 and~~ 40.290 to 40.420,
 4 inclusive, *and sections 2, 3 and 4 of this act* when the tenant of any
 5 dwelling ~~[, apartment.] unit,~~ mobile home, recreational vehicle , *real*
 6 *property* or commercial premises with periodic rent reserved by the month
 7 or any shorter period is in default in payment of the rent, the landlord or
 8 the landlord’s agent, unless otherwise agreed in writing, may *utilize the*
 9 *summary procedures for eviction provided in this section.*

10 2. *The landlord or the landlord’s agent shall* serve or have served *on*
 11 *the tenant in accordance with the provisions of NRS 40.280* a notice in
 12 writing, requiring in the alternative ~~[the payment of] that the tenant pay~~
 13 the rent *and thereby save the lease from forfeiture, contest the notice* or
 14 ~~[the] surrender [of] the premises:~~

15 (a) ~~[At]~~ *Except as otherwise provided in paragraph (b), at* or before
 16 noon of the fifth full *judicial* day following the day of service; or

17] ~~(b) [If the landlord of a short term tenancy chooses not to proceed in~~
 18 ~~the manner set forth in paragraph (a) [and the rent is reserved by a period~~
 19 ~~of 1 week or less and the] [For a short term tenancy], [has not continued~~
 20 ~~for more than 45 days.]~~ at or before noon of the fourth full day following
 21 the day of service *provided the additional service requirements in NRS*
 22 *40.280 are met [.]*

23 ↪ As used in this *paragraph only* ~~[subsection.]~~ “day of service” means the
 24 day the landlord or the landlord’s agent personally delivers the notice to
 25 the tenant. If personal service was not so delivered, the “day of service”
 26 means the day the notice is delivered, after posting and mailing pursuant to
 27 ~~[subsection 2.] NRS 40.280,~~ to the sheriff or constable for service if the
 28 request for service is made before noon. If the request for service by the
 29 sheriff or constable is made after noon, the “day of service” shall be
 30 deemed to be the day next following the day that the request is made for
 31 service by the sheriff or constable.

32 ~~[2.— A landlord or the landlord’s agent who serves a notice to a tenant~~
 33 ~~pursuant to paragraph (b) of subsection 1 shall attempt to deliver the notice~~
 34 ~~in person in the manner set forth in paragraph (a) of subsection 1 of NRS~~
 35 ~~40.280. If the notice cannot be delivered in person, the landlord or the~~
 36 ~~landlord’s agent:~~

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

39 — (b) ~~After the notice has been posted and mailed, may deliver the notice~~
 40 ~~to the sheriff or constable for service in the manner set forth in subsection~~
 41 ~~1 of NRS 40.280. The sheriff or constable shall not accept the notice for~~
 42 ~~service unless it is accompanied by written evidence, signed by the tenant~~
 43 ~~when the tenant took possession of the premises, that the landlord or the~~
 44 ~~landlord’s agent informed the tenant of the provisions of this section which~~
 45 ~~set forth the lawful procedures for eviction from a short term tenancy.~~

NRS 40.2512 should stay as it is the provision defining failure to pay as an unlawful detainer. NRS 40.253 simply provides the procedural remedy for that situation.

The sponsor will explain at the hearing.

It is critical that this section ONLY apply to subsection (b) for short term tenancies. These extra service requirements were agreed upon in an earlier legislative session with Legal Aid for short term tenancies only. Regular service requirements apply to regular tenancies under subsection (a).

1 ~~Upon acceptance, the sheriff or constable shall serve the notice within 48~~
2 ~~hours after the request for service was made by the landlord or the~~
3 ~~landlord's agent.]~~

4 3. A notice served pursuant to subsection ~~[1 or]~~ 2 must:

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

6 (b) Advise the tenant:

7 (1) Of the tenant's right to contest the matter by filing, within the
8 time specified in subsection ~~[1]~~ 2 for the payment of the rent or surrender
9 of the premises, an affidavit with the court that has jurisdiction over the
10 matter stating that the tenant has tendered payment or *the reasons why the*
11 *tenant* is not in default in the payment of the rent;

12 (2) That if the court determines that the tenant is guilty of an
13 unlawful detainer, the court may issue a summary order for removal of the
14 tenant or an order providing for the nonadmittance of the tenant, directing
15 the sheriff or constable of the county to remove the tenant within 24 hours
16 after *the sheriff's or constable's* receipt of the order ~~[- and]~~ *from the*
17 *court;*

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

24 ~~—4.] ; and~~

25 (4) *Of the exact amount of unpaid charges that must be paid*
26 *before the expiration of the time specified in subsection 2. [This amount*
27 *may include any unpaid rent, unpaid utility charges required pursuant to*
28 *a written rental agreement, reasonable charges for late payment of rent*
29 *or dishonored checks if authorized by a rental agreement and any*
30 *unpaid security. As used in this subparagraph, "security" has the*
31 *meaning ascribed to it in NRS 118A.240.]*

32 4. *Upon service of the written notice to surrender required by*
33 *subsection 2, the tenant shall, within the time specified in the notice:*

34 (a) *Surrender the premises to the landlord or the landlord's agent, in*
35 *which case an affidavit of complaint may not be filed pursuant to*
36 *subsection 6 and a summary order for removal or nonadmittance may*
37 *not be issued pursuant to subsection 7;*

38 (b) *Pay to the landlord or the landlord's agent the entire amount of*
39 *unpaid charges due to be paid as stated in the notice to surrender*
40 *pursuant to subparagraph (4) of paragraph (b) of subsection 3; ~~for]~~*

41 (c) *Contest the matter by filing an affidavit with the court that has*
42 *jurisdiction over the matter stating that the tenant has tendered payment*
43 *or the reasons that the tenant is not in default in the payment of the rent.*
44 *A file-stamped copy of the affidavit must be served by mail upon the*
45 *issuer of the notice to surrender; or ~~[~~*

The sponsor will explain this deletion at the hearing.

The sponsor will explain at the hearing.

1 (d) Request the court to stay the execution of the eviction notice for a
2 period not exceeding 10 days pursuant to NRS 70.010(2), stating reasons
3 such a stay is necessary.

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

8 ~~{5-}~~ 6. Upon ~~{noncompliance-with}~~ the expiration of the written
9 notice ~~{-~~

10 ~~—(a) The}~~ to surrender:

11 (a) *If the tenant has not paid to the landlord or the landlord's agent*
12 *the entire amount of unpaid charges due to be paid as stated in the notice*
13 *to surrender and has not filed an affidavit pursuant to paragraph (c) of*
14 *subsection 4, the landlord must make reasonable efforts to determine*
15 *whether the tenant has surrendered or vacated the premises. If the*
16 *landlord reasonably determines that the tenant has surrendered or*
17 *vacated the premises and has not filed an affidavit pursuant to*
18 *paragraph (c) of subsection 4, the landlord may provide for the*
19 *nonadmittance of the tenant by locking or otherwise, except when*
20 *prohibited by the provisions of NRS 118A.480, and must not file an*
21 *affidavit of complaint pursuant to paragraph (b).*

22 (b) *If the landlord determines that the tenant has not surrendered or*
23 *vacated the premises and has not paid the entire amount of unpaid*
24 *charges due to be paid as stated in the notice to surrender pursuant to*
25 *subparagraph (4) of paragraph (b) of subsection 3, the landlord or the*
26 *landlord's agent may apply by affidavit of complaint for eviction to the*
27 *justice court of the township in which the dwelling ~~{-apartment,} unit,~~*
28 *mobile home, recreational vehicle , **real property** or commercial premises*
29 *are located or to the district court of the county in which the dwelling ~~{-~~*
30 *~~apartment,} unit,~~ mobile home, recreational vehicle , **real property** or*
31 *commercial premises are located, whichever has jurisdiction over the*
32 *matter. The court may thereupon issue an order directing the sheriff or*
33 *constable of the county to remove the tenant within 24 hours after **the***
34 ***sheriff's or constable's** receipt of the order ~~{-}~~ **from the court.** The*
35 *affidavit must state or contain:*

- 36 (1) The date the tenancy commenced.
- 37 (2) The amount of periodic rent reserved.
- 38 (3) The amounts of any cleaning, security or rent deposits paid in
39 advance, in excess of the first month's rent, by the tenant.
- 40 (4) The date the rental payments became delinquent.
- 41 (5) The length of time the tenant has remained in possession
42 without paying rent.
- 43 (6) The amount of rent claimed due and delinquent ~~{-~~
- 44 ~~——(7) A statement that the written notice was served on the tenant in~~
45 ~~accordance with NRS 40.280.~~

1 ~~(8)~~ *at the time of the filing of the affidavit of complaint.*
2 (7) A copy of the written notice served on the tenant ~~[-~~
3 ~~(9)~~ *pursuant to subsection 2 and, if applicable, a copy of the*
4 *notice of change of ownership served on the tenant pursuant to NRS*
5 *40.255 if the property has been purchased as a residential foreclosure.*
6 (8) *Proof of service of all written notices as required by NRS*
7 *40.280.*
8 (9) A copy of the signed written rental agreement, if any.
9 ~~[(b) Except when the tenant has timely filed the affidavit described in~~
10 ~~subsection 3 and a file stamped copy of it has been received by the~~
11 ~~landlord or the landlord's agent, and except when the landlord is prohibited~~
12 ~~pursuant to NRS 118A.480, the landlord or the landlord's agent may, in a~~
13 ~~peaceable manner, provide for the nonadmittance of the tenant to the~~
14 ~~premises by locking or otherwise.~~
15 ~~—6.]~~ *If the written rental agreement has been lost or destroyed, the*
16 *landlord or the landlord's agent may attach an affidavit or declaration,*
17 *signed under penalty of perjury, stating such loss or destruction.*
18 7. Upon the *timely* filing by the tenant of the affidavit permitted in
19 subsection ~~[3.]~~ 4, regardless of the information contained in the affidavit,
20 and the filing by the landlord of the affidavit permitted by subsection ~~[5.]~~
21 6, the justice court or the district court shall hold a hearing, after service of
22 notice of the hearing upon the parties, to determine the truthfulness and
23 sufficiency of any affidavit or notice provided for in this section. If the
24 court determines that ~~[there]~~ :
25 (a) *There* is no legal defense as to the alleged unlawful detainer and
26 the tenant is guilty of an unlawful detainer, the court may issue a summary
27 order for removal of the tenant or an order providing for the nonadmittance
28 of the tenant. ~~[If the court determines that there]~~ *The issuance of a*
29 *summary order for removal of the tenant does not preclude an action by*
30 *the tenant for any damages or other relief to which the tenant may be*
31 *entitled.*
32 (b) *There* is a legal defense as to the alleged unlawful detainer, the
33 court shall refuse to grant either party any relief, and, except as otherwise
34 provided in this subsection, shall require that any further proceedings be
35 conducted pursuant to NRS 40.290 to 40.420, inclusive ~~[- The issuance of~~
36 ~~a summary order for removal of the tenant does not preclude an action by~~
37 ~~the tenant for any damages or other relief to which the tenant may be~~
38 ~~entitled. If the alleged unlawful detainer was based upon subsection 5 of~~
39 ~~NRS 40.2514, the refusal by the court to grant relief does not preclude the~~
40 ~~landlord thereafter from pursuing an action for unlawful detainer in~~
41 ~~accordance with NRS 40.251.~~
42 ~~—7.]~~ *, and sections 2, 3 and 4 of this act.*
43 8. The tenant may, upon payment of the appropriate fees relating to
44 the filing and service of a motion, file a motion with the court, on a form
45 provided by the clerk of the court, to dispute the amount of the costs, if

1 any, claimed by the landlord pursuant to NRS 118A.460 or 118C.230 for
2 the inventory, moving and storage of personal property left on the
3 premises. The motion must be filed within 20 *calendar* days after the
4 summary order for removal of the tenant or the abandonment of the
5 premises by the tenant, or within 20 *calendar* days after:

- 6 (a) The tenant has vacated or been removed from the premises; and
- 7 (b) A copy of those charges has been requested by or provided to the
- 8 tenant,
- 9 ↪ whichever is later.

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

- 16 (a) Determine the *reasonable and actual* costs, if any, claimed by the
- 17 landlord pursuant to NRS 118A.460 or 118C.230 and any accumulating
- 18 daily costs; and
- 19 (b) Order the release of the tenant’s property upon the payment of the
- 20 charges determined to be due or if no charges are determined to be due.

21 ~~[9.]~~ **10.** A landlord shall not refuse to accept ~~[rent from a tenant that~~
22 ~~is submitted after the landlord or the landlord’s agent has served or had~~
23 ~~served a notice pursuant to subsection 1]~~ *payment of the entire amount of*
24 *unpaid charges due to be paid as stated in the notice to surrender*
25 *pursuant to subparagraph (4) of paragraph (b) of subsection 3 or* if the
26 refusal is based on the fact that the tenant has not paid *or is unable to pay*
27 *other charges due pursuant to a contract, including, without limitation,*
28 collection fees, attorney’s fees or other ~~[costs other than rent, a reasonable~~
29 ~~charge for late payments of rent or dishonored checks, or a security. As~~
30 ~~used in this subsection, “security” has the meaning ascribed to it in~~
31 ~~NRS 118A.240.~~

32 ~~—10. charges that have become due since the notice was served.]~~

33 **11.** *The procedures for eviction provided in this section determine*
34 *possessory rights only and do not preclude an action by a landlord for*
35 *any damages or other relief to which the landlord may be entitled.*

36 **12.** This section does not apply to the tenant of a mobile home lot in a
37 mobile home park or to the tenant of a recreational vehicle lot in an area of
38 a mobile home park in this State other than an area designated as a
39 recreational vehicle lot pursuant to the provisions of subsection ~~[6.]~~ **8** of
40 NRS 40.215.

41 **Sec. 20.** NRS 40.254 is hereby amended to read as follows:

42 40.254 **1.** Except as otherwise provided by specific statute, in
43 addition to the remedy provided in ~~[NRS 40.251 and in]~~ NRS 40.290 to
44 40.420, inclusive, *and sections 2, 3 and 4 of this act.* of this act when the
45 tenant of a dwelling unit , ~~[which is subject to the provisions of chapter~~

The sponsor will explain
at the hearing.

1 ~~118A of NRS.~~ part of a low-rent housing program operated by a public
2 housing authority, a mobile home or a recreational vehicle is guilty of an
3 unlawful detainer ~~;~~ pursuant to NRS 40.250, 40.251, 40.2514 or 40.2516
4 or section 5, 6 or 7 of this act, the landlord ~~is entitled to~~ or the
5 landlord's agent may utilize the summary procedures for eviction as
6 provided in ~~NRS 40.253 except that:~~
7 ~~1. Written~~ this section.
8 2. Upon the expiration of any written notice ~~to surrender the~~
9 ~~premises must:~~
10 ~~(a) Be given to~~ required pursuant to NRS ~~40.250,~~ 40.251, 40.2514
11 or 40.2516 or section 5, 6 or 7 of this act, or upon the holdover of any
12 tenant after expiration of the lease term or termination of the rental
13 agreement as set forth in NRS 40.250, the landlord or the landlord's
14 agent must serve the tenant with a written notice in accordance with the
15 provisions of NRS 40.280 ~~;~~
16 ~~(b) Advise~~, requiring the surrender of the premises on or before the
17 fifth judicial day of service of the notice.
18 ~~As used in this subsection, "day of service" means the day the~~
19 ~~landlord or the landlord's agent personally delivers the notice to the~~
20 ~~tenant. If personal service was not so delivered, the "day of service"~~
21 ~~means the day the notice is delivered, after posting and mailing pursuant~~
22 ~~to NRS 40.280, to the sheriff or constable for service if the request for~~
23 ~~service is made before noon. If the request for service by the sheriff or~~
24 ~~constable is made after noon, the "day of service" shall be deemed to be~~
25 ~~the day next following the day that the request is made for service by the~~
26 ~~sheriff or constable.~~
27 3. A notice served pursuant to subsection 2 must advise the tenant
28 ~~of~~:
29 (a) Of the court that has jurisdiction over the matter; ~~and~~
30 ~~(c) Advise the tenant of~~
31 (b) That the tenant is guilty of an unlawful detainer and, except as
32 otherwise provided in paragraph (c), is afforded 5 judicial days to
33 surrender the premises;
34 (c) Of the tenant's right to contest the notice by filing ~~within 5 days~~
35 before the court's close of business on the fifth judicial day after the day
36 of service of the notice an affidavit with the court that has jurisdiction over
37 the matter ~~that~~ stating the reasons why the tenant is not guilty of an
38 unlawful detainer ~~;~~
39 ~~2.~~ ;
40 (d) That if the court determines that the tenant is guilty of an
41 unlawful detainer, the court may issue a summary order for removal of
42 the tenant or an order providing for the nonadmittance of the tenant,
43 directing the sheriff or constable of the county to remove the tenant
44 within 24 hours after the sheriff's or constable's receipt of the order
45 from the court; and

Redundant with language below and under NRS 40.250, no notice is required for a holdover tenant.

This language is not applicable here as it was specifically agreed upon in a prior session as an extra procedural requirement only for the 4-day notice option for nonpayment of rent.

1 (e) That, pursuant to NRS 118A.390, a tenant may seek relief if a
2 landlord unlawfully removes the tenant from the premises or excludes
3 the tenant by blocking or attempting to block the tenant's entry upon the
4 premises or willfully interrupts or causes or permits the interruption of
5 an essential service required by the rental agreement or chapter 118A of
6 NRS.

7 4. Upon service of the written notice to surrender required by
8 subsection 2, the tenant shall, within the time specified in the notice:

9 (a) Surrender the premises to the landlord or the landlord's agent, in
10 which case an affidavit of complaint may not be filed pursuant to
11 subsection 5 and a summary order for removal or nonadmittance may
12 not be issued pursuant to subsection 6; ~~or~~

13 (b) Contest the matter by filing an affidavit with the court that has
14 jurisdiction over the matter stating the reasons why the tenant is not
15 guilty of an unlawful detainer. A file-stamped copy of the affidavit must
16 be served by mail upon the issuer of the notice to surrender; or

17 (c) Request the court to stay the execution of the eviction order for a
18 period not exceeding 10 days pursuant to NRS 70.010(2), stating reasons
19 such a stay is necessary. ~~or~~

The sponsor will explain
at the hearing.

20 5. Upon the expiration of the written notice to surrender:

21 (a) If the tenant has not filed an affidavit pursuant to paragraph (b)
22 of subsection 4, the landlord must make reasonable efforts to determine
23 whether the tenant has surrendered or vacated the premises. If the
24 landlord reasonably determines that the tenant has surrendered or
25 vacated the premises and has not filed an affidavit pursuant to
26 paragraph (b) of subsection 4, the landlord may provide for the
27 nonadmittance of the tenant by locking or otherwise, except when
28 prohibited by the provisions of NRS 118A.480, and must not file an
29 affidavit of complaint pursuant to paragraph (b).

30 (b) If the landlord determines that the tenant has not surrendered or
31 vacated the premises, the landlord or the landlord's agent may apply by
32 affidavit of complaint for eviction to the justice court of the township in
33 which the dwelling unit, part of a low-rent housing program operated by
34 a public housing authority, mobile home or recreational vehicle is
35 located or the district court of the county in which the dwelling unit, part
36 of a low-rent housing program operated by a public housing authority,
37 mobile home or recreational vehicle is located, whichever has
38 jurisdiction over the matter. The affidavit ~~[of the landlord or the~~
39 ~~landlord's agent submitted to the justice court or the district court]~~ must
40 state or contain:

41 ~~{(a)}~~ (1) The date when the tenancy commenced ~~{,}~~ and the term of the
42 tenancy. ~~{, and, if any, a}~~

43 (2) A copy of the rental agreement ~~{,~~
44 ~~—(b) The}~~, if any. If the rental agreement has been lost or destroyed,
45 the landlord or the landlord's agent may attach an affidavit or

1 *declaration, signed under penalty of perjury, stating such loss or*
2 *destruction.*

3 (3) *If the tenancy or rental agreement was terminated pursuant to*
4 *NRS 118A.430, the date when the tenancy or rental agreement allegedly*
5 *terminated ~~[-~~*

6 ~~-(e)] and the basis for the termination.~~

7 (4) The date when *written notice to surrender was given to* the
8 tenant ~~[became—subject]~~ pursuant to the provisions of
9 NRS ~~[40.250,]~~ 40.251 ~~[to],~~ 40.2514, 40.2516 ~~[-, inclusive,]~~ or section 5, 6
10 *or 7 of this act,* together with any ~~[supporting]~~ facts ~~[-~~

11 ~~-(d) The date when the] supporting the notice.~~

12 (5) *A copy of all* written ~~[notice was given, a copy of the notice and~~
13 ~~a statement that notice was served in accordance with]~~ *notices served on*
14 *the tenant and, if applicable, a copy of the notice of change of ownership*
15 *served on the tenant pursuant to NRS 40.255 if the property has been*
16 *purchased as a residential foreclosure.*

17 (6) *Proof of service of all written notices as required by NRS*
18 *40.280.*

19 ~~[(e) A statement that the claim for relief was authorized by law.~~

20 ~~—3.]~~ 6. *Upon the timely filing by the tenant of the affidavit permitted*
21 *in paragraph (b) of subsection 4, regardless of the information contained*
22 *in the affidavit, and the filing by the landlord of the affidavit permitted*
23 *by subsection 5, the justice court or the district court shall hold a*
24 *hearing, after service of notice of the hearing upon the parties, to*
25 *determine the truthfulness and sufficiency of any affidavit or notice*
26 *provided for in this section. If the court determines that:*

27 (a) *There is no legal defense as to the alleged unlawful detainer and*
28 *the tenant is guilty of an unlawful detainer, the court may issue a*
29 *summary order for removal of the tenant or an order providing for the*
30 *nonadmittance of the tenant, directing the sheriff or constable of the*
31 *county to remove the tenant within 24 hours after the sheriff's or*
32 *constable's receipt of the order from the court. The issuance of a*
33 *summary order for removal of the tenant does not preclude an action by*
34 *the tenant for any damages or other relief to which the tenant may be*
35 *entitled.*

36 (b) *There is a legal defense as to the alleged unlawful detainer, the*
37 *court must refuse to grant either party any relief and, except as otherwise*
38 *provided in this subsection, must require that any further proceedings be*
39 *conducted pursuant to NRS 40.290 to 40.420, inclusive, and sections 2, 3*
40 *and 4 of this act.*

41 7. *If the alleged unlawful detainer is based upon paragraph (e) of*
42 *subsection 1 of NRS 40.2514:*

43 (a) *The refusal by the court to grant relief does not preclude the*
44 *landlord thereafter from pursuing an action for unlawful detainer in*
45 *accordance with NRS 40.251.*

No written notice is required under NRS 40.250 for a holdover tenant after expiration or termination.

The Intent here is: as to subsection (b): The previous language specifically provided for attorney fees only when a tenant contested the allegation of a violation of the Uniformed Controlled Substances Act (NRS Chp. 453).

1 (b) If the tenant is found guilty of unlawful detainer, ~~as a result of the~~
2 ~~tenant's violation of any of the provisions of NRS 453.011 to 453.552,~~
3 ~~inclusive, except NRS 453.336,~~ the landlord is entitled to be awarded any
4 reasonable attorney's fees incurred by the landlord or the landlord's agent
5 as a result of a hearing, if any, held pursuant to subsection 6 ~~of NRS~~
6 ~~40.253~~ wherein the tenant contested the eviction.

7 **Sec. 21.** NRS 40.255 is hereby amended to read as follows:

8 40.255 1. Except as otherwise provided in subsections 2 and 7, in
9 any of the following cases, a person who holds over and continues in
10 possession of real property or a mobile home after a
11 3-day written notice to ~~quit~~ *surrender* has been served upon the person
12 may be removed as prescribed in NRS 40.290 to 40.420, inclusive *and*
13 *sections 2, 3 and 4 of this act.*

14 (a) Where the property or mobile home has been sold under an
15 execution against the person, or against another person under whom the
16 person claims, and the title under the sale has been perfected;

17 (b) Where the property or mobile home has been sold upon the
18 foreclosure of a mortgage, or under an express power of sale contained
19 therein, executed by the person, or by another person under whom the
20 person claims, and the title under the sale has been perfected;

21 (c) Where the property or mobile home has been sold under a power of
22 sale granted by NRS 107.080 to the trustee of a deed of trust executed by
23 the person, or by another person under whom the person claims, and the
24 title under such sale has been perfected; or

25 (d) Where the property or mobile home has been sold by the person, or
26 by another person under whom the person claims, and the title under the
27 sale has been perfected.

28 2. If the property has been sold as a residential foreclosure, a tenant or
29 subtenant in actual occupation of the premises, other than a person whose
30 name appears on the mortgage or deed, who holds over and continues in
31 possession of real property or a mobile home in any of the cases described
32 in paragraph (b) or (c) of subsection 1 may be removed as prescribed in
33 NRS 40.290 to 40.420, inclusive, *and sections 2, 3 and 4 of this act* after
34 receiving a notice of the change of ownership of the real property or
35 mobile home and after the expiration of a notice period beginning on the
36 date the notice was received by the tenant or subtenant and expiring:

37 (a) For all periodic tenancies with a period of less than 1 month, after
38 not less than the number of days in the period; and

39 (b) For all other periodic tenancies or tenancies at will, after not less
40 than 60 days.

41 3. During the notice period described in subsection 2:

42 (a) The new owner has the rights, obligations and liabilities of the
43 previous owner or landlord pursuant to chapter 118A of NRS under the
44 lease or rental agreement which the previous owner or landlord entered
45 into with the tenant or subtenant regarding the property; and

1 (b) The tenant or subtenant continues to have the rights, obligations
2 and liabilities that the tenant or subtenant had pursuant to chapter 118A of
3 NRS under the lease or rental agreement which the tenant or subtenant
4 entered into with the previous owner or landlord regarding the property.

5 4. The notice described in subsection 2 must contain a statement:

6 (a) Providing the contact information of the new owner to whom rent
7 should be remitted;

8 (b) Notifying the tenant or subtenant that the lease or rental agreement
9 the tenant or subtenant entered into with the previous owner or landlord of
10 the property continues in effect through the notice period described in
11 subsection 2; and

12 (c) Notifying the tenant or subtenant that failure to pay rent to the new
13 owner or comply with any other term of the agreement or applicable law
14 constitutes a breach of the lease or rental agreement and may result in
15 eviction proceedings ~~to~~, *including, without limitation, proceedings*
16 *conducted pursuant to NRS 40.253 and 40.254.*

17 5. If the property has been sold as a residential foreclosure in any of
18 the cases described in paragraph (b) or (c) of subsection 1, no person may
19 enter a record of eviction for a tenant or subtenant
20 who vacates a property during the notice period described in subsection 2.

21 6. If the property has been sold as a residential foreclosure in any of
22 the cases described in paragraphs (b) or (c) of subsection 1, nothing in this
23 section shall be deemed to prohibit:

24 (a) The tenant from vacating the property at any time before the
25 expiration of the notice period described in subsection 2 without any
26 obligation to the new owner of a property purchased pursuant to a
27 foreclosure sale or trustee's sale; or

28 (b) The new owner of a property purchased pursuant to a foreclosure
29 sale or trustee's sale from:

30 (1) Negotiating a new purchase, lease or rental agreement with the
31 tenant or subtenant; or

32 (2) Offering a payment to the tenant or subtenant in exchange for
33 vacating the premises on a date earlier than the expiration of the notice
34 period described in subsection 2.

35 7. This section does not apply to the tenant of a mobile home lot in a
36 mobile home park.

37 8. As used in this section, "residential foreclosure" means the sale of
38 a single family residence pursuant to NRS 40.430 or under a power of sale
39 granted by NRS 107.080. As used in this subsection, "single family
40 residence" means a structure that is comprised of not more than four units.

41 **Sec. 22.** NRS 40.260 is hereby amended to read as follows:

42 40.260 In all cases of tenancy upon agricultural land where the tenant
43 has held over and retained possession for more than 60 days after the
44 expiration of the tenant's term, without any demand of possession or notice
45 to ~~quit~~ *surrender* by the landlord, or the successor in estate of the

1 landlord, if any there be, the tenant shall be deemed to be holding by
2 permission of the landlord, or the successor in the estate of the landlord, if
3 any there be, and shall be entitled to hold under the terms of the lease for
4 another full year, and shall not be guilty of an unlawful detainer during the
5 year, and such holding over for the period aforesaid shall be taken and
6 construed as a consent on the part of the tenant to hold for another year.

7 **Sec. 23.** NRS 40.280 is hereby amended to read as follows:

8 40.280 1. ~~Except as otherwise provided in NRS 40.253, the~~ *The*
9 notices required by NRS ~~40.251~~ *40.230* to 40.260, inclusive, ~~may~~ *must*
10 be served ~~;~~ *upon a tenant of commercial property:*

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

16 (b) If the tenant is absent from ~~the tenant's place of residence or from~~
17 the tenant's usual place of business, by leaving a copy with a person of
18 suitable age and discretion at ~~either place~~ *the business* and mailing a
19 copy to the tenant at the tenant's ~~place of residence or~~ *usual* place of
20 business ~~;-or-~~ *and to the place where the leased property is situated, if*
21 *different.*

22 (c) If the place of ~~residence or~~ business cannot be ascertained, or a
23 person of suitable age or discretion cannot be found there, by posting a
24 copy in a conspicuous place on the leased property ~~;-delivering a copy to a~~
25 ~~person there residing, if the person can be found,;~~ and mailing a copy to
26 the tenant at the *tenant's usual place of business and to the* place where
27 the leased property is situated ~~;-;~~ *, if different.*

28 2. *Except as otherwise provided in subsection 3, the notices required*
29 *by NRS ~~40.230~~ 40.250 to 40.260, inclusive, must be served upon a*
30 *tenant of property other than commercial property:*

31 (a) *Except as otherwise provided in this paragraph and paragraph*
32 *(b), by delivering a copy to the tenant personally, in the presence of a*
33 *witness. If service is accomplished by the*
34 *sheriff, constable or a person who is licensed as a process server*
35 *pursuant to chapter 648 of NRS, the presence of a witness is not*
36 *required.*

37 (b) *If the tenant is absent from the tenant's place of residence, by*
38 *leaving a copy with a person of suitable age and discretion at the*
39 *residence and mailing a copy to the tenant at the tenant's place of*
40 *residence.*

41 (c) *If the place of residence cannot be ascertained or a person of*
42 *suitable age or discretion cannot be found there, by posting a copy in a*
43 *conspicuous place on the leased property and mailing a copy to the*
44 *tenant at the place where the leased property is situated.*

The sponsor will explain at the hearing.

1 3. The notice required by paragraph (b) of subsection 2 of NRS
2 40.253 must be served upon a tenant who is leasing property under a
3 short-term tenancy:

4 (a) By delivering a copy to the tenant personally, in the presence of a
5 witness.

6 (b) If the tenant is absent from the tenant's place of residence or the
7 notice cannot otherwise be delivered in person, by posting a copy in a
8 conspicuous place on the leased property, mailing the notice to the
9 tenant by overnight mail and delivering the notice to the sheriff or
10 constable for service in the manner set forth in subsection 2.

11 4. The sheriff or constable shall not accept a notice for service
12 pursuant to subsection 3 unless the notice is accompanied by written
13 evidence, signed by the tenant when the tenant took possession of the
14 premises, that the landlord or the landlord's agent informed the tenant of
15 the provisions of this section and NRS 40.253, which set forth the lawful
16 procedures for eviction from a short-term tenancy. Upon acceptance, the
17 sheriff or constable shall serve the notice within 48 hours after the
18 request for service was made by the landlord or the landlord's agent.

19 5. The notices required by NRS 40.230 and 40.240, and sections 2, 3
20 and 4 of this act, must be served upon an unlawful or unauthorized
21 occupant who is guilty of a forcible entry or forcible detainer:

22 (a) Except as otherwise provided in this paragraph and paragraph
23 (b) by delivering a copy to the occupant personally, in the presence of a
24 witness. If service is accomplished by the sheriff, constable or a person
25 who is licensed as a process server pursuant to Chapter 648 of NRS, the
26 presence of a witness is not required.

27 (b) If the occupant is absent from the place of residence, by
28 leaving a copy with a person of suitable age and discretion at the
29 residence and mailing a copy to the occupant at the place where the
30 property is situated. If the occupant is unknown, the notice shall be
31 addressed to "current occupant."

32 (c) If a person of suitable age or discretion cannot be found at the
33 residence, by posting a copy in at least two separate and conspicuous
34 places on the property and mailing a copy to the occupant at the place
35 where the property is situated. If the occupant is unknown, the notice
36 shall be addressed to "current occupant."

37 6. Service upon a subtenant may be made in the same manner as
38 provided in ~~[subsection]~~ subsections 1 ~~[~~
39 ~~—3.—~~ Before], 2 and 3.

40 ~~6.7~~ 7. To the extent that the provisions of this subsection do not
41 conflict with NRS 31.840 to 31.950, inclusive, before a writ of possession
42 or an order to remove a tenant is issued, ~~[pursuant to subsection 5 of NRS~~
43 ~~40.253, a landlord shall file with the court a]~~ proof of service of any notice
44 required by ~~[that section. Before a person may be removed as prescribed in~~
45 ~~NRS 40.290 to 40.420, inclusive, a landlord]~~ NRS 40.230 to 40.260,

The sponsor will explain at the hearing.

The sponsor will explain at the hearing.

1 ~~inclusive~~, shall ~~file~~ be filed with the court ~~proof of service of any notice~~
2 ~~required pursuant to NRS 40.255. Except as otherwise provided in~~
3 ~~subsection 4, this proof~~ and must consist of:

4 (a) ~~A statement.~~ Except as otherwise provided in paragraphs (b) and
5 (c):

6 (1) If the notice was delivered to the tenant in person, an affidavit
7 or declaration signed by the tenant and a witness, signed under penalty of
8 perjury by the server, acknowledging that the tenant received the notice on
9 a specified date. ~~;~~

10 ~~—(b) A~~

11 (2) If the notice was served pursuant or paragraph (b) or (c) of
12 subsection 1 or paragraph (b) or (c) of subsection 2, an affidavit or
13 declaration ~~signed by the tenant and a witness,~~ signed under penalty of
14 perjury by the person who served the notice, stating the date and manner
15 of service and accompanied by a confirmation of delivery or certificate of
16 mailing issued by the United States Postal Service ~~;~~ or confirmation of
17 actual delivery by a private postal service.

18 ~~—(c) The endorsement of~~

19 (b) If the notice was delivered in accordance with subsection 5 to an
20 occupant, in person, an affidavit or declaration signed by the occupant
21 and a witness, signed under penalty of perjury by the server
22 acknowledging that the unauthorized occupant received the notice on a
23 specified date.

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

30 (c) If the notice was served by a sheriff, a constable or ~~either~~ a person
31 who is licensed as a process server pursuant to chapter 648 of NRS, a
32 written statement, endorsed by the person who served the notice, stating
33 the ~~time~~ date and manner of service.

34 ~~4. If~~ The statement must also include the number of the badge or
35 license of the person who served the notice.

36 ~~(e)~~ (d) For a short-term tenancy, if service of the notice was not
37 delivered in person ~~to a tenant whose rent is reserved by a period of 1~~
38 ~~week or less and the tenancy has not continued for more than 45 days,~~
39 ~~proof of service must include:~~

40 ~~—(a) A certificate of mailing issued by the United States Postal Service~~
41 ~~or by a private postal service to the landlord or the landlord's agent; or~~

42 ~~—(b) The endorsement of a~~ :

43 (1) A written statement of the sheriff or constable stating the:

44 ~~(1)~~ (I) Time and date the request for service was made by the
45 landlord or the landlord's agent;

The sponsor will explain at the hearing.

1 ~~[(2)]~~ **(II)** Time, date and manner of the service; and

2 ~~[(3) Fees paid for the service.]~~

3 **(III) The number of the badge of the sheriff or constable.**

4 **(2) Confirmation or a number, code or other information for**
5 **tracking of actual delivery by a recognized overnight delivery service.**

6 **Sec. 24.** NRS 40.330 is hereby amended to read as follows:

7 40.330 When, upon the trial of any proceeding under NRS 40.220 to
8 40.420, inclusive, **and sections 2 to 7, inclusive, of this act**, it appears
9 from the evidence that the defendant has been guilty of either a forcible
10 entry or forcible or unlawful detainer, and other than the offense charged
11 in the complaint, the judge must order that such complaint be forthwith
12 amended to conform to such proofs. Such amendment must be without any
13 imposition of terms. No continuance must be permitted upon account of
14 such amendment, unless the defendant, by affidavit filed, shows to the
15 satisfaction of the court good cause therefor.

16 **Sec. 25.** NRS 40.340 is hereby amended to read as follows:

17 40.340 The court or justice of the peace may for good cause shown
18 adjourn the trial of any cause under NRS 40.220 to 40.420, inclusive, **and**
19 **sections 2, 3 and 4 of this act** not exceeding 5 days; and when the
20 defendant, or the defendant's agent or attorney, shall make oath that the
21 defendant cannot safely proceed to trial for want of some material witness,
22 naming that witness, stating the evidence that the defendant expects to
23 obtain, showing that the defendant has used due diligence to obtain such
24 witness and believes that if an adjournment be allowed the defendant will
25 be able to procure the attendance of such witness, or the witness's
26 deposition, in time to produce the same upon the trial, in which case, if
27 such person or persons will give bond, with one or more sufficient sureties,
28 conditioned to pay the ~~[complainant]~~ **plaintiff** for all rent that may accrue
29 during the pending of such suit, and all costs and damages consequent
30 upon such adjournment, the court or justice of the peace shall adjourn the
31 cause for such reasonable time as may appear necessary, not exceeding 30
32 days.

33 **Sec. 26.** NRS 40.350 is hereby amended to read as follows:

34 40.350 If the ~~[complainant]~~ **plaintiff** admit that the evidence stated in
35 the affidavit mentioned in NRS 40.340 would be given by such witness,
36 and agree that it be considered as actually given on the trial, or offered and
37 overruled as improper, the trial shall not be adjourned.

38 **Sec. 27.** NRS 40.385 is hereby amended to read as follows:

39 40.385 ~~[Upon an]~~

40 **1. Either party may** appeal ~~[from]~~ an order entered pursuant to NRS
41 40.253 ~~;~~

42 ~~—1.]~~ **or 40.254 or section 3 of this act.**

43 **2.** Except as otherwise provided in this ~~[subsection,]~~ **section**, a stay of
44 execution may be obtained by filing with the trial court a bond in the
45 amount of \$250 to cover the expected costs on appeal. A surety upon the

1 bond submits to the jurisdiction of the appellate court and irrevocably
2 appoints the clerk of that court as the surety's agent upon whom papers
3 affecting the surety's liability upon the bond may be served. Liability of a
4 surety may be enforced, or the bond may be released, on motion in the
5 appellate court without independent action.

6 **3.** A tenant of commercial property may obtain a stay of execution
7 only upon the issuance of a stay pursuant to Rule 8 of the Nevada Rules of
8 Appellate Procedure and the posting of a supersedeas bond in the amount
9 of 100 percent of the unpaid rent claim of the landlord.

10 ~~[2.]~~ **4.** A tenant who retains possession of the premises that are the
11 subject of the appeal during the pendency of the appeal shall pay to the
12 landlord rent in the amount provided in the underlying contract between
13 the tenant and the landlord as it becomes due. If the tenant fails to pay such
14 rent, the landlord may initiate new proceedings for a summary eviction by
15 serving the tenant with a new notice pursuant to NRS 40.2512 or 40.253.
16 ~~[40.253 - or 40.254 or section 3 of this act.]~~

Only NRS 40.2512 and
40.253 apply to nonpayment
of rent situations.

17 **Sec. 28.** NRS 40.390 is hereby amended to read as follows:

18 40.390 In all cases of appeal under NRS 40.220 to 40.420, inclusive,
19 *and sections 2 to 7, inclusive, of this act*, the appellate court shall not
20 dismiss or quash the proceedings for want of form, provided the
21 proceedings have been conducted substantially according to the provisions
22 of NRS 40.220 to 40.420, inclusive; *and sections 2 to 7, inclusive, of this*
23 *act*, and amendments to the complaint, answer or summons, in matters of
24 form only, may be allowed by the court at any time before final judgment
25 upon such terms as may be just; and all matters of excuse, justification or
26 avoidance of the allegations in the complaint may be given in evidence
27 under the answer.

28 **Sec. 29.** NRS 40.400 is hereby amended to read as follows:

29 40.400 The provisions of NRS, Nevada Rules of Civil Procedure ,
30 *Justice Court Rules of Civil Procedure* and Nevada Rules of Appellate
31 Procedure relative to civil actions, appeals and new trials, so far as they are
32 not inconsistent with the provisions of NRS 40.220 to 40.420, inclusive,
33 *and sections 2 to 7, inclusive, of this act*, apply to the proceedings
34 mentioned in those sections.

35 **Sec. 30.** NRS 4.060 is hereby amended to read as follows:

36 4.060 1. Except as otherwise provided in this section and NRS
37 33.017 to 33.100, inclusive, each justice of the peace shall charge and
38 collect the following fees:

39 (a) On the commencement of any action or proceeding in the justice
40 court, other than in actions commenced pursuant to chapter 73 of NRS, to
41 be paid by the party commencing the action:

42	
43	If the sum claimed does not exceed \$2,500..... \$50.00
44	If the sum claimed exceeds \$2,500 but does not exceed
45	\$5,000..... 100.00

1	If the sum claimed exceeds \$5,000 but does not exceed	
2	\$10,000.....	175.00
3	In a civil action for unlawful detainer pursuant to NRS	
4	40.290 to 40.420, inclusive, and sections 2, 3 and 4	
5	of this act in which a notice to	
6	<u>quit</u> surrender has been served pursuant to NRS	
7	40.255.....	\$225.00
8	In all other civil actions.....	50.00

9
10 (b) For the preparation and filing of an affidavit and order in an action
11 commenced pursuant to chapter 73 of NRS:

12		
13	If the sum claimed does not exceed \$1,000.....	\$45.00
14	If the sum claimed exceeds \$1,000 but does not exceed	
15	\$2,500.....	65.00
16	If the sum claimed exceeds \$2,500 but does not exceed	
17	\$5,000.....	85.00
18	If the sum claimed exceeds \$5,000 but does not exceed	
19	\$7,500.....	125.00

20
21 (c) On the appearance of any defendant, or any number of defendants
22 answering jointly, to be paid by the defendant or defendants on filing the
23 first paper in the action, or at the time of appearance:

24		
25	In all civil actions	\$50.00
26	For every additional defendant, appearing separately	25.00

27
28 (d) No fee may be charged where a defendant or defendants appear in
29 response to an affidavit and order issued pursuant to the provisions of
30 chapter 73 of NRS.

- 31 (e) For the filing of any paper in intervention \$25.00
- 32 (f) For the issuance of any writ of attachment, writ of
- 33 garnishment, writ of execution or any other writ designed to
- 34 enforce any judgment of the court, other than a writ of restitution\$25.00
- 35 (g) For the issuance of any writ of restitution..... \$75.00
- 36 (h) For filing a notice of appeal, and appeal bonds \$25.00
- 37 One charge only may be made if both papers are filed at the same
- 38 time.
- 39 (i) For issuing supersedeas to a writ designed to enforce a
- 40 judgment or order of the court..... \$25.00
- 41 (j) For preparation and transmittal of transcript and papers on
- 42 appeal\$25.00
- 43 (k) For celebrating a marriage and returning the certificate to
- 44 the county recorder or county clerk \$75.00
- 45 (l) For entering judgment by confession..... \$50.00

1 (m) For preparing any copy of any record, proceeding or
2 paper, for each page \$.50

3 (n) For each certificate of the clerk, under the seal of the
4 court \$3.00

5 (o) For searching records or files in his or her office, for each
6 year \$1.00

7 (p) For filing and acting upon each bail or property bond. \$50.00

8 2. A justice of the peace shall not charge or collect any of the fees set
9 forth in subsection 1 for any service rendered by the justice of the peace to
10 the county in which his or her township is located.

11 3. A justice of the peace shall not charge or collect the fee pursuant to
12 paragraph (k) of subsection 1 if the justice of the peace performs a
13 marriage ceremony in a commissioner township.

14 4. Except as otherwise provided by an ordinance adopted pursuant to
15 the provisions of NRS 244.207, the justice of the peace shall, on or before
16 the fifth day of each month, account for and pay to the county treasurer all
17 fees collected pursuant to subsection 1 during the preceding month, except
18 for the fees the justice of the peace may retain as compensation and the
19 fees the justice of the peace is required to pay to the State Controller
20 pursuant to subsection 5.

21 5. The justice of the peace shall, on or before the fifth day of each
22 month, pay to the State Controller:

23 (a) An amount equal to \$5 of each fee collected pursuant to paragraph
24 (k) of subsection 1 during the preceding month. The State Controller shall
25 deposit the money in the Account for Aid for Victims of Domestic
26 Violence in the State General Fund.

27 (b) One-half of the fees collected pursuant to paragraph (p) of
28 subsection 1 during the preceding month. The State Controller shall
29 deposit the money in the Fund for the Compensation of Victims of Crime.

30 6. Except as otherwise provided in subsection 7, the county treasurer
31 shall deposit 25 percent of the fees received pursuant to subsection 4 into a
32 special account administered by the county and maintained for the benefit
33 of each justice court within the county. The money in that account must be
34 used only to:

35 (a) Acquire land on which to construct additional facilities or a portion
36 of a facility for a justice court or a multi-use facility that includes a justice
37 court;

38 (b) Construct or acquire additional facilities or a portion of a facility
39 for a justice court or a multi-use facility that includes a justice court;

40 (c) Renovate, remodel or expand existing facilities or a portion of an
41 existing facility for a justice court or a multi-use facility that includes a
42 justice court;

43 (d) Acquire furniture, fixtures and equipment necessitated by the
44 construction or acquisition of additional facilities or a portion of a facility
45 or the renovation, remodeling or expansion of an existing facility or a

1 portion of an existing facility for a justice court or a multi-use facility that
2 includes a justice court;

3 (e) Acquire advanced technology for the use of a justice court;

4 (f) Acquire equipment or additional staff to enhance the security of the
5 facilities used by a justice court, justices of the peace, staff of a justice
6 court and residents of this State who access the justice courts;

7 (g) Pay for the training of staff or the hiring of additional staff to
8 support the operation of a justice court;

9 (h) Pay debt service on any bonds issued pursuant to subsection 3 of
10 NRS 350.020 for the acquisition of land or facilities or for the
11 construction, renovation, remodeling or expansion of facilities for a justice
12 court or a multi-use facility that includes a justice court; and

13 (i) Pay for one-time projects for the improvement of a justice court.

14 ➔ Any money remaining in the account at the end of a fiscal year must be
15 carried forward to the next fiscal year.

16 7. The county treasurer shall, if necessary, reduce on an annual basis
17 the amount deposited into the special account pursuant to subsection 6 to
18 ensure that the total amount of fees collected by a justice court pursuant to
19 this section and paid by the justice of the peace to the county treasurer
20 pursuant to subsection 4 is, for any fiscal year, not less than the total
21 amount of fees collected by that justice court and paid by the justice of the
22 peace to the county treasurer for the fiscal year beginning July 1, 2012, and
23 ending
24 June 30, 2013.

25 8. Each justice court that collects fees pursuant to this section shall
26 submit to the board of county commissioners of the county in which the
27 justice court is located an annual report that contains:

28 (a) An estimate of the amount of money that the county treasurer will
29 deposit into the special account pursuant to subsection 6 from fees
30 collected by the justice court for the following fiscal year; and

31 (b) A proposal for any expenditures by the justice court from the
32 special account for the following fiscal year.

33 **Sec. 31.** NRS 21.130 is hereby amended to read as follows:

34 21.130 1. Before the sale of property on execution, notice of the
35 sale, in addition to the notice required pursuant to NRS 21.075 and 21.076,
36 must be given as follows:

37 (a) In cases of perishable property, by posting written notice of the
38 time and place of sale in three public places at the township or city where
39 the sale is to take place, for such a time as may be reasonable, considering
40 the character and condition of the property.

41 (b) In case of other personal property, by posting a similar notice in
42 three public places of the township or city where the sale is to take place,
43 not less than 5 or more than 10 days before the sale, and, in case of sale on
44 execution issuing out of a district court, by the publication of a copy of the

1 notice in a newspaper, if there is one in the county, at least twice, the first
2 publication being not less than 10 days before the date of the sale.

3 (c) In case of real property, by:

4 (1) Personal service upon each judgment debtor or by registered
5 mail to the last known address of each judgment debtor and, if the property
6 of the judgment debtor is operated as a facility licensed under chapter 449
7 of NRS, upon the State Board of Health;

8 (2) Posting a similar notice particularly describing the property, for
9 20 days successively, in three public places of the township or city where
10 the property is situated and where
11 the property is to be sold;

12 (3) Publishing a copy of the notice three times, once each week, for
13 3 successive weeks, in a newspaper, if there is one in the county. The cost
14 of publication must not exceed the rate for legal advertising as provided in
15 NRS 238.070. If the newspaper authorized by this section to publish the
16 notice of sale neglects or refuses from any cause to make the publication,
17 then the posting of notices as provided in this section shall be deemed
18 sufficient notice. Notice of the sale of property on execution upon a
19 judgment for any sum less than \$500, exclusive of costs, must be given
20 only by posting in three public places in the county, one of which must be
21 the courthouse;

22 (4) Recording a copy of the notice in the office of the county
23 recorder; and

24 (5) If the sale of property is a residential foreclosure, posting a copy
25 of the notice in a conspicuous place on the property. In addition to the
26 requirements of NRS 21.140, the notice must not be defaced or removed
27 until the transfer of title is recorded or the property becomes occupied after
28 completion of the sale, whichever is earlier.

29 2. If the sale of property is a residential foreclosure, the notice must
30 include, without limitation:

31 (a) The physical address of the property; and

32 (b) The contact information of the party who is authorized to provide
33 information relating to the foreclosure status of the property.

34 3. If the sale of property is a residential foreclosure, a separate notice
35 must be posted in a conspicuous place on the property and mailed, with a
36 certificate of mailing issued by the United States Postal Service or another
37 mail delivery service, to any tenant or subtenant, if any, other than the
38 judgment debtor, in actual occupation of the premises not later than 3
39 business days after the notice of the sale is given pursuant to subsection 1.
40 The separate notice must be in substantially the following form:

41
42 NOTICE TO TENANTS OF THE PROPERTY

43
44 Foreclosure proceedings against this property have started, and a
45 notice of sale of the property to the highest bidder has been issued.

1
2 You may either: (1) terminate your lease or rental agreement and
3 move out; or (2) remain and possibly be subject to eviction
4 proceedings under chapter 40 of the Nevada Revised Statutes. Any
5 subtenants may also be subject to eviction proceedings.
6

7 Between now and the date of the sale, you may be evicted if you fail
8 to pay rent or live up to your other obligations to the landlord.
9

10 After the date of the sale, you may be evicted if you fail to pay rent
11 or live up to your other obligations to the successful bidder, in
12 accordance with chapter 118A of the Nevada Revised Statutes.
13

14 Under the Nevada Revised Statutes, eviction proceedings may begin
15 against you after you have been given a notice to ~~[quit.]~~ *surrender*.
16

17 If the property is sold and you pay rent by the week or another
18 period of time that is shorter than 1 month, you should generally
19 receive notice after not less than the number of days in that period of
20 time.
21

22 If the property is sold and you pay rent by the month or any other
23 period of time that is 1 month or longer, you should generally
24 receive notice at least 60 days in advance.

25 Under Nevada Revised Statutes 40.280, notice must generally be
26 served on you pursuant to chapter 40 of the Nevada Revised Statutes
27 and may be served by:

28 (1) Delivering a copy to you personally in the presence of a
29 witness ~~[]~~, *unless service is accomplished by a sheriff, constable*
30 *or licensed process server, in which case the presence of a witness*
31 *is not required;*
32

33 (2) If you are absent from your place of residence or usual place
34 of business, leaving a copy with a person of suitable age and
35 discretion at either place and mailing a copy to you at your place of
36 residence or business ~~[]~~ *and to the place where the leased property*
37 *is situated, if different;* or
38

39 (3) If your place of residence or business cannot be ascertained,
40 or a person of suitable age or discretion cannot be found there,
41 posting a copy in a conspicuous place on the leased property ~~[]~~
42 ~~delivering a copy to a person residing there, if a person can be~~
43 ~~found.]~~ and mailing a copy to you at the place where the leased
property is ~~[]~~ *situated*.

1 If the property is sold and a landlord, successful bidder or
2 subsequent purchaser files an eviction action against you in court,
3 you will be served with a summons and complaint and have the
4 opportunity to respond. Eviction actions may result in temporary
5 evictions, permanent evictions, the awarding of damages pursuant to
6 Nevada Revised Statutes 40.360 or some combination of those
7 results.

8
9 Under the Justice Court Rules of Civil Procedure:

10 (1) You will be given at least 10 days to answer a summons and
11 complaint;

12 (2) If you do not file an answer, an order evicting you by default
13 may be obtained against you;

14 (3) A hearing regarding a temporary eviction may be called as
15 soon as 11 days after you are served with the summons and
16 complaint; and

17 (4) A hearing regarding a permanent eviction may be called as
18 soon as 20 days after you are served with the summons and
19 complaint.

20
21 4. The sheriff shall not conduct a sale of the property on execution or
22 deliver the judgment debtor's property to the judgment creditor if the
23 judgment debtor or any other person entitled to
24 notice has not been properly notified as required in this section and NRS
25 21.075 and 21.076.

26 5. As used in this section, "residential foreclosure" means the sale of
27 a single family residence pursuant to NRS 40.430. As used in this
28 subsection, "single family residence" means a structure that is comprised
29 of not more than four units.

30 **Sec. 32.** NRS 107.087 is hereby amended to read as follows:

31 107.087 1. In addition to the requirements of NRS 107.080, if the
32 sale of property is a residential foreclosure, a copy of the notice of default
33 and election to sell and the notice of sale must:

34 (a) Be posted in a conspicuous place on the property not later than:

35 (1) For a notice of default and election to sell, 100 days before the
36 date of sale; or

37 (2) For a notice of sale, 15 days before the date of sale; and

38 (b) Include, without limitation:

39 (1) The physical address of the property; and

40 (2) The contact information of the trustee or the person conducting
41 the foreclosure who is authorized to provide information relating to the
42 foreclosure status of the property.

43 2. In addition to the requirements of NRS 107.084, the notices must
44 not be defaced or removed until the transfer of title is recorded or the

1 property becomes occupied after completion of the sale, whichever is
 2 earlier.
 3 3. A separate notice must be posted in a conspicuous place on the
 4 property and mailed, with a certificate of mailing issued by the United
 5 States Postal Service or another mail delivery service, to any tenant or
 6 subtenant, if any, other than the grantor or the grantor's successor in
 7 interest, in actual occupation of the premises not later than 15 days before
 8 the date of sale. The separate notice must be in substantially the following
 9 form:

10 NOTICE TO TENANTS OF THE PROPERTY

11 Foreclosure proceedings against this property have started, and a
 12 notice of sale of the property to the highest bidder has been issued.

13 You may either: (1) terminate your lease or rental agreement and
 14 move out; or (2) remain and possibly be subject to eviction
 15 proceedings under chapter 40 of the Nevada Revised Statutes. Any
 16 subtenants may also be subject to eviction proceedings.

17 Between now and the date of the sale, you may be evicted if you fail
 18 to pay rent or live up to your other obligations to the landlord.
 19 After the date of the sale, you may be evicted if you fail to pay rent
 20 or live up to your other obligations to the successful bidder, in
 21 accordance with chapter 118A of the Nevada Revised Statutes.

22 Under the Nevada Revised Statutes eviction proceedings may begin
 23 against you after you have been given a notice to ~~quit.~~ *surrender.*

24 If the property is sold and you pay rent by the week or another
 25 period of time that is shorter than 1 month, you should generally
 26 receive notice after not less than the number of days in that period of
 27 time.

28 If the property is sold and you pay rent by the month or any other
 29 period of time that is 1 month or longer, you should generally
 30 receive notice at least 60 days in advance.

31 Under Nevada Revised Statutes 40.280, notice must generally be
 32 served on you pursuant to chapter 40 of the Nevada Revised Statutes
 33 and may be served by:

- 34 (1) Delivering a copy to you personally in the presence of a
 35 witness ~~is~~, *unless service is accomplished by a sheriff, constable*
 36 *or licensed process server, in which case the presence of a witness*
 37 *is not required;*
 38
 39
 40
 41
 42
 43
 44
 45

1 (2) If you are absent from your place of residence or usual place
2 of business, leaving a copy with a person of suitable age and
3 discretion at either place and mailing a copy to you at your place of
4 residence or business ~~[-]~~ *and to the place where the leased property*
5 *is situated, if different;* or

6 (3) If your place of residence or business cannot be ascertained,
7 or a person of suitable age or discretion cannot be found there,
8 posting a copy in a conspicuous place on the leased property ~~[-~~
9 ~~delivering a copy to a person residing there, if a person can be~~
10 ~~found,]~~ and mailing a copy to you at the place where the leased
11 property is ~~[-]~~ *situated.*

12
13 If the property is sold and a landlord, successful bidder or
14 subsequent purchaser files an eviction action against you in court,
15 you will be served with a summons and complaint and have the
16 opportunity to respond. Eviction actions may result in temporary
17 evictions, permanent evictions, the awarding of damages pursuant to
18 Nevada Revised Statutes 40.360 or some combination of those
19 results.

20 Under the Justice Court Rules of Civil Procedure:

21 (1) You will be given at least 10 days to answer a summons and
22 complaint;

23 (2) If you do not file an answer, an order evicting you by default
24 may be obtained against you;

25 (3) A hearing regarding a temporary eviction may be called as
26 soon as 11 days after you are served with the summons and
27 complaint; and

28 (4) A hearing regarding a permanent eviction may be called as
29 soon as 20 days after you are served with the summons and
30 complaint.

31
32 4. The posting of a notice required by this section must be completed
33 by a process server licensed pursuant to chapter 648 of NRS or any
34 constable or sheriff of the county in which the property is located.

35 5. As used in this section, "residential foreclosure" has the meaning
36 ascribed to it in NRS 107.080.

37 **Sec. 33.** NRS 116.4112 is hereby amended to read as follows:

38 116.4112 1. A declarant of a common-interest community
39 containing converted buildings, and any dealer who intends to offer units
40 in such a common-interest community, shall give each of the residential
41 tenants and any residential subtenant in possession of a portion of a
42 converted building notice of the conversion and provide those persons with
43 the public offering statement no later than 120 days before the tenants and
44 any subtenant in possession are required to vacate. The notice must set

1 forth generally the rights of tenants and subtenants under this section and
2 must be hand-delivered to the unit or mailed by prepaid United States mail
3 to the tenant and subtenant at the address of the unit or any other mailing
4 address provided by a tenant. No tenant or subtenant may be required to
5 vacate upon less than 120 days' notice, except by reason of nonpayment of
6 rent, waste or conduct that disturbs other tenants' peaceful enjoyment of
7 the premises, and the terms of the tenancy may not be altered during that
8 period. Failure to give notice as required by this section is a defense to an
9 action for possession. If, during the 6-month period before the recording of
10 a declaration, a majority of the tenants or any subtenants in possession of
11 any portion of the property described in such declaration has been required
12 to vacate for reasons other than nonpayment of rent, waste or conduct that
13 disturbs other tenants' peaceful enjoyment of the premises, a rebuttable
14 presumption is created that the owner of such property intended to offer
15 the vacated premises as units in a common-interest community at all times
16 during that 6-month period.

17 2. For 60 days after delivery or mailing of the notice described in
18 subsection 1, the person required to give the notice shall offer to convey
19 each unit or proposed unit occupied for residential use to the tenant who
20 leases that unit. If a tenant fails to purchase the unit during that 60-day
21 period, the offeror may not offer to dispose of an interest in that unit
22 during the following 180 days at a price or on terms more favorable to the
23 offeree than the price or terms offered to the tenant. This subsection does
24 not apply to any unit in a converted building if that unit will be restricted
25 exclusively to nonresidential use or the boundaries of the converted unit do
26 not substantially conform to the dimensions of the residential unit before
27 conversion.

28 3. If a seller, in violation of subsection 2, conveys a unit to a
29 purchaser for value who has no knowledge of the violation, the recordation
30 of the deed conveying the unit or, in a cooperative, the conveyance of the
31 unit, extinguishes any right a tenant may have under subsection 2 to
32 purchase that unit if the deed states that the seller has complied with
33 subsection 2, but the conveyance does not affect the right of a tenant to
34 recover damages from the seller for a violation of subsection 2.

35 4. If a notice of conversion specifies a date by which a unit or
36 proposed unit must be vacated and otherwise complies with the provisions
37 of NRS 40.251 and 40.280, the notice also constitutes a notice to ~~vacate~~
38 *surrender* specified by those sections.

39 5. This section does not permit termination of a lease by a declarant in
40 violation of its terms.

41 **Sec. 34.** NRS 118.205 is hereby amended to read as follows:

42 118.205 A notice provided by a landlord to a tenant pursuant to NRS
43 118.195:

44 1. Must advise the tenant of the provisions of that section and specify:

45 (a) The address or other location of the property;

1 (b) The date upon which the property will be deemed abandoned and
2 the rental agreement terminated; and

3 (c) An address for payment of the rent due and delivery of notice to the
4 landlord.

5 2. Must be served pursuant to subsection ~~2~~ *2 or 3* of
6 NRS 40.280.

7 3. May be included in the notice required by subsection ~~2~~ of NRS
8 40.253.

9 **Sec. 35.** NRS 118A.180 is hereby amended to read as follows:

10 118A.180 1. Except as otherwise provided in subsection 2, this
11 chapter applies to, regulates and determines rights, obligations and
12 remedies under a rental agreement, wherever made, for a dwelling unit or
13 premises located within this State.

14 2. This chapter does not apply to:

15 (a) A rental agreement subject to the provisions of chapter 118B of
16 NRS;

17 (b) Low-rent housing programs operated by public housing authorities
18 and established pursuant to the United States Housing Act of 1937, 42
19 U.S.C. §§ 1437 et seq.;

20 (c) Residence in an institution, public or private, incident to detention
21 or the provision of medical, geriatric, educational, counseling, religious or
22 similar service;

23 (d) Occupancy under a contract of sale of a dwelling unit or the
24 property of which it is a part, if the occupant is the purchaser or his or her
25 successor in interest;

26 (e) Occupancy by a member of a fraternal or social organization in the
27 portion of a structure operated for the benefit of the organization;

28 (f) Occupancy in a hotel or motel for less than 30 consecutive days
29 unless the occupant clearly manifests an intent to remain for a longer
30 continuous period;

31 (g) Occupancy by an employee of a landlord whose right to occupancy
32 is solely conditional upon employment in or about the premises;

33 (h) Occupancy by an owner of a condominium unit or by a holder of a
34 proprietary lease in a cooperative apartment; ~~for~~

35 (i) Occupancy under a rental agreement covering premises used by the
36 occupant primarily for agricultural purposes ~~or~~; *or*

37 *(j) Occupancy by a person who is guilty of a forcible entry, as defined*
38 *in NRS 40.230, or a forcible detainer, as defined in*
39 *NRS 40.240.*

40 **Sec. 36.** NRS 118A.460 is hereby amended to read as follows:

41 118A.460 1. The landlord may dispose of personal property
42 abandoned on the premises by a former tenant or left on the premises after
43 eviction of the tenant without incurring civil or criminal liability in the
44 following manner:

1 (a) The landlord shall reasonably provide for the safe storage of the
2 property for 30 days after the abandonment or eviction or the end of the
3 rental period and may charge and collect the reasonable and actual costs of
4 inventory, moving and storage before releasing the property to the tenant
5 or his or her authorized representative rightfully claiming the property
6 within that period. The landlord is liable to the tenant only for the
7 landlord's negligent or wrongful acts in storing the property.

8 (b) After the expiration of the 30-day period, the landlord may dispose
9 of the property and recover his or her reasonable costs out of the property
10 or the value thereof if the landlord has made reasonable efforts to locate
11 the tenant, has notified the tenant in writing of his or her intention to
12 dispose of the property and 14 days have elapsed since the notice was
13 given to the tenant. The notice must be mailed to the tenant at the tenant's
14 present address, and if that address is unknown, then at the tenant's last
15 known address.

16 (c) Vehicles must be disposed of in the manner provided in chapter 487
17 of NRS for abandoned vehicles.

18 2. Any dispute relating to the amount of the costs claimed by the
19 landlord pursuant to paragraph (a) of subsection 1 may be resolved using
20 the procedure provided in subsection ~~7~~ 8 of
21 NRS 40.253.

22 **Sec. 37.** NRS 118B.086 is hereby amended to read as follows:

23 118B.086 1. Each manager and assistant manager of a
24 manufactured home park which has 2 or more lots shall complete annually
25 6 hours of continuing education relating to the management of a
26 manufactured home park.

27 2. The Administrator shall adopt regulations specifying the areas of
28 instruction for the continuing education required by subsection 1.

29 3. The instruction must include, but is not limited to, information
30 relating to:

31 (a) The provisions of chapter 118B of NRS;

32 (b) Leases and rental agreements;

33 (c) Unlawful detainer and eviction as set forth in NRS 40.215 to
34 40.425, inclusive, *and sections 2 to 7, inclusive, of this act;*

35 (d) The resolution of complaints and disputes concerning landlords and
36 tenants of manufactured home parks; and

37 (e) The adoption and enforcement of the rules and regulations of a
38 manufactured home park.

39 4. Each course of instruction and the instructor of the course must be
40 approved by the Administrator. The Administrator shall adopt regulations
41 setting forth the procedure for applying for approval of an instructor and
42 course of instruction. The Administrator may require submission of such
43 reasonable information by an applicant as the Administrator deems
44 necessary to determine the suitability of the instructor and the course. The
45 Administrator shall not approve a course if the fee charged for the course

1 is not reasonable. Upon approval, the Administrator shall designate the
2 number of hours of credit allowable for the course.

3 **Sec. 38.** NRS 118B.115 is hereby amended to read as follows:

4 118B.115 1. The landlord of a manufactured home park may
5 require that a person submit a written application to and receive written
6 consent from the landlord before the person moves or causes to be moved
7 a manufactured home or recreational vehicle into the manufactured home
8 park. The landlord shall not unreasonably withhold his or her consent.

9 2. If the landlord of a manufactured home park requires written
10 consent pursuant to subsection 1, the landlord shall post and maintain a
11 sign that is clearly readable at the entrance to the manufactured home park
12 which advises the reader of the consent that is required before a person
13 may move or cause to be moved a manufactured home or recreational
14 vehicle into the manufactured home park.

15 3. If a person moves or causes to be moved a manufactured home or
16 recreational vehicle into the manufactured home park without the written
17 consent of the landlord, if the landlord requires such consent pursuant to
18 subsection 1, the landlord of that manufactured home park may:

19 (a) After providing at least 5 days' written notice to the person, bring
20 an action for an unlawful detainer in the manner prescribed in chapter 40
21 of NRS; or

22 (b) Require the person to sign a rental agreement. If the person refuses
23 to sign the rental agreement within 5 days after such a request, the landlord
24 may, after providing at least 5 days' written notice to the person, bring an
25 action for an unlawful detainer in the manner provided in chapter 40 of
26 NRS.

27 4. For the purposes of ~~NRS 40.251,~~ *section 5 of this act*, a
28 person who moves or causes to be moved a manufactured home or
29 recreational vehicle into a manufactured home park without the written
30 consent of the landlord, if the landlord requires such consent pursuant to
31 subsection 1, shall be deemed a tenant at will and a lessee of the
32 manufactured home park.

33 5. The provisions of this section do not apply to a corporate
34 cooperative park.

35 **Sec. 39.** NRS 118B.170 is hereby amended to read as follows:

36 118B.170 1. The landlord may require approval of a prospective
37 buyer and tenant before the sale of a tenant's manufactured home or
38 recreational vehicle, if the manufactured home or vehicle will remain in
39 the park. The landlord shall consider the record, if any, of the prospective
40 buyer and tenant concerning the payment of rent. The landlord shall not
41 unreasonably withhold his or her consent.

42 2. If a tenant sells his or her manufactured home or recreational
43 vehicle, the landlord may require that the manufactured home or
44 recreational vehicle be removed from the park if it is deemed by the park's
45 written rules or regulations in the possession of the tenants to be in a run-

Section 5 is the tenant-at- will
statute, rather than section 6.

1 down condition or in disrepair or does not meet the safety standards set
2 forth in NRS 461A.120. If the manufactured home must be inspected to
3 determine compliance with the standards, the person requesting the
4 inspection shall pay for it.

5 3. If the landlord requires the approval of a prospective buyer and
6 tenant, the landlord shall:

7 (a) Post and maintain a sign which is clearly readable at the entrance to
8 the park which advises the reader that before a manufactured home in the
9 park is sold, the prospective buyer must be approved by the landlord.

10 (b) Approve or deny a completed application from a prospective buyer
11 and tenant within 10 business days after the date of the submission of the
12 application.

13 (c) Inform the prospective buyer and tenant upon the submission of the
14 completed application of the duty of the landlord to approve or deny the
15 completed application within 10 business days after the date of submission
16 of the completed application.

17 4. If the landlord requires the approval of a prospective buyer and
18 tenant of a manufactured home or recreational vehicle and the
19 manufactured home or recreational vehicle is sold without the approval of
20 the landlord, the landlord may:

21 (a) After providing at least 5 days' written notice to the buyer and
22 tenant, bring an action for an unlawful detainer in the manner prescribed in
23 chapter 40 of NRS; or

24 (b) Require the buyer and tenant to sign a rental agreement. If the
25 buyer and tenant refuse to sign the rental agreement within 5 days after
26 such a request, the landlord may, after providing at least 5 days' written
27 notice to the buyer and tenant, bring an action for an unlawful detainer in
28 the manner provided in chapter 40 of NRS.

29 5. For the purposes of ~~NRS 40.251,~~ *section ~~6~~ 5 of this act,* a
30 person who:

31 (a) Purchases a manufactured home or recreational vehicle from a
32 tenant of a manufactured home park which will remain in the park;

33 (b) Was required to be approved by the landlord of the manufactured
34 home park before the sale of the manufactured home or recreational
35 vehicle; and

36 (c) Was not approved by the landlord before the person purchased that
37 manufactured home or recreational vehicle,

38 ➔ shall be deemed a tenant at will and a lessee of the manufactured home
39 park.

40 6. The provisions of this section do not apply to a corporate
41 cooperative park.

42 **Sec. 40.** NRS 118B.190 is hereby amended to read as follows:

43 118B.190 1. A written agreement between a landlord and tenant for
44 the rental or lease of a manufactured home lot in a manufactured home
45 park in this State, or for the rental or lease of a lot for a recreational vehicle

See prior statement.

1 in an area of a manufactured home park in this State other than an area
2 designated as a recreational vehicle lot pursuant to the provisions of
3 subsection ~~6~~ 8 of NRS 40.215, must not be terminated by the landlord
4 except upon notice in writing to the tenant served in the manner provided
5 in NRS 40.280:

6 (a) Except as otherwise provided in paragraph (b), 5 days in advance if
7 the termination is because the conduct of the tenant constitutes a nuisance
8 as defined in NRS 40.140 or violates a state law or local ordinance.

9 (b) Three days in advance upon the issuance of temporary writ of
10 restitution pursuant to NRS 40.300 on the grounds that a nuisance as
11 defined in NRS 40.140 has occurred in the park by the act of a tenant or
12 any guest, visitor or other member of a tenant's household consisting of
13 any of the following specific activities:

- 14 (1) Discharge of a weapon.
- 15 (2) Prostitution.
- 16 (3) Illegal drug manufacture or use.
- 17 (4) Child molestation or abuse.
- 18 (5) Property damage as a result of vandalism.
- 19 (6) Operating a vehicle while under the influence of alcohol or any
20 other controlled substance.
- 21 (7) Elder molestation or abuse.

22 (c) Except as otherwise provided in subsection 6, 10 days in advance if
23 the termination is because of failure of the tenant to pay rent, utility
24 charges or reasonable service fees.

25 (d) One hundred eighty days in advance if the termination is because of
26 a change in the use of the land by the landlord pursuant to NRS 118B.180.

27 (e) Forty-five days in advance if the termination is for any other
28 reason.

29 2. The landlord shall specify in the notice the reason for the
30 termination of the agreement. The reason relied upon for the termination
31 must be set forth with specific facts so that the date, place and
32 circumstances concerning the reason for the termination can be
33 determined. The termination must be in accordance with the provisions of
34 NRS 118B.200 and reference alone to a provision of that section does not
35 constitute sufficient specificity pursuant to this subsection.

36 3. The service of such a notice does not enhance the landlord's right,
37 if any, to enter the tenant's manufactured home. Except in an emergency,
38 the landlord shall not enter the manufactured home of the tenant served
39 with such a notice without the tenant's permission or a court order
40 allowing the entry.

41 4. If a tenant remains in possession of the manufactured home lot
42 after expiration of the term of the rental agreement, the tenancy is from
43 week to week in the case of a tenant who pays weekly rent, and in all other
44 cases the tenancy is from month to month. The tenant's continued

1 occupancy is on the same terms and conditions as were contained in the
2 rental agreement unless specifically agreed otherwise in writing.

3 5. The landlord and tenant may agree to a specific date for
4 termination of the agreement. If any provision of this chapter specifies a
5 period of notice which is longer than the period of a particular tenancy, the
6 required length of the period of notice is controlling.

7 6. Notwithstanding any provision of NRS 40.215 to 40.425, inclusive,
8 *and sections 2 to 7, inclusive, of this act*, if a tenant who is not a natural
9 person has received three notices for nonpayment of rent in accordance
10 with subsection 1, the landlord is not required to give the tenant a further
11 10-day notice in advance of termination if the termination is because of
12 failure to pay rent, utility charges or reasonable service fees.

13 **Sec. 41.** NRS 118B.200 is hereby amended to read as follows:

14 118B.200 1. Notwithstanding the expiration of a period of a tenancy
15 or service of a notice pursuant to subsection 1 of NRS 118B.190, the rental
16 agreement described in NRS 118B.190 may not be terminated except on
17 one or more of the following grounds:

18 (a) Failure of the tenant to pay rent, utility charges or reasonable
19 service fees within 10 days after written notice of delinquency served upon
20 the tenant in the manner provided in NRS 40.280;

21 (b) Failure of the tenant to correct any noncompliance with a law,
22 ordinance or governmental regulation pertaining to manufactured homes or
23 recreational vehicles or a valid rule or regulation established pursuant to
24 NRS 118B.100 or to cure any violation of the rental agreement within a
25 reasonable time after receiving written notification of noncompliance or
26 violation;

27 (c) Conduct of the tenant in the manufactured home park which
28 constitutes an annoyance to other tenants;

29 (d) Violation of valid rules of conduct, occupancy or use of park
30 facilities after written notice of the violation is served upon the tenant in
31 the manner provided in NRS 40.280;

32 (e) A change in the use of the land by the landlord pursuant to NRS
33 118B.180;

34 (f) Conduct of the tenant which constitutes a nuisance as defined in
35 NRS 40.140 or which violates a state law or local ordinance, specifically
36 including, without limitation:

37 (1) Discharge of a weapon;

38 (2) Prostitution;

39 (3) Illegal drug manufacture or use;

40 (4) Child molestation or abuse;

41 (5) Elder molestation or abuse;

42 (6) Property damage as a result of vandalism; and

43 (7) Operating a motor vehicle while under the influence of alcohol

44 or any other controlled substance; or

LCB indicated necessary
for drafting purposes

1 (g) In a manufactured home park that is owned by a nonprofit
2 organization or housing authority, failure of the tenant to meet
3 qualifications relating to age or income which:

- 4 (1) Are set forth in the lease signed by the tenant; and
5 (2) Comply with federal, state and local law.

6 2. A tenant who is not a natural person and who has received three or
7 more 10-day notices to ~~quit~~ *surrender* for failure to pay rent in the
8 preceding 12-month period may have his or her tenancy terminated by the
9 landlord for habitual failure to pay timely rent.

10 **Sec. 42.** NRS 118C.230 is hereby amended to read as follows:

11 118C.230 1. Except as otherwise provided in subsection 3, a
12 landlord who leases or subleases any commercial premises under a rental
13 agreement that has been terminated for any reason may, in accordance with
14 the following provisions, dispose of any abandoned personal property,
15 regardless of its character, left on the commercial premises without
16 incurring any civil or criminal liability:

17 (a) The landlord may dispose of the abandoned personal property and
18 recover his or her reasonable costs out of the abandoned personal property
19 or the value thereof if the landlord has notified the tenant in writing of the
20 landlord's intention to dispose of the abandoned personal property and 14
21 days have elapsed since the notice was mailed to the tenant. The notice
22 must be mailed, by certified mail, return receipt requested, to the tenant at
23 the tenant's present address, and if that address is unknown, then at the
24 tenant's last known address.

25 (b) The landlord may charge and collect the reasonable and actual
26 costs of inventory, moving and safe storage, if necessary, before releasing
27 the abandoned personal property to the tenant or his or her authorized
28 representative rightfully claiming the abandoned personal property within
29 the appropriate period set forth in paragraph (a).

30 (c) Vehicles must be disposed of in the manner provided in chapter 487
31 of NRS for abandoned vehicles.

32 2. A tenant of commercial premises is presumed to have abandoned
33 the premises if:

34 (a) Goods, equipment or other property, in an amount substantial
35 enough to indicate a probable intent to abandon the commercial premises,
36 is being or has been removed from the commercial premises; and

37 (b) The removal is not within the normal course of business of the
38 tenant.

39 3. If a written agreement between a landlord and a person who has an
40 ownership interest in any abandoned personal property of the tenant
41 contains provisions which relate to the removal and disposal of abandoned
42 personal property, the provisions of the agreement determine the rights and
43 obligations of the landlord and the person with respect to the removal and
44 disposal of the abandoned personal property.

1 4. Any dispute relating to the amount of the costs claimed by the
2 landlord pursuant to paragraph (b) of subsection 1 may be resolved using
3 the procedure provided in subsection ~~7~~ 8 of
4 NRS 40.253.

5 **Sec. 43.** NRS 203.110 is hereby amended to read as follows:

6 203.110 *Except as otherwise provided in sections 46 and 47 of this*
7 *act:*

8 1. Every person who shall unlawfully use, or encourage or assist
9 another in unlawfully using, any force or violence in entering upon or
10 detaining any lands or other possessions of another; and ~~every~~

11 2. *Every* person who, having removed or been removed ~~[therefrom]~~
12 *from any lands or possessions of another* pursuant to the order or
13 direction of any court, tribunal or officer, shall afterward unlawfully return
14 to settle or reside upon, or take possession of, such lands or possessions,
15 *shall be guilty of a misdemeanor.*

16 **Sec. 44.** Chapter 205 of NRS is hereby amended by adding thereto
17 the provisions set forth as sections 45 to 48, inclusive, of this act.

18 **Sec. 45.** *As used in sections 45 to 48, inclusive, of this act,*
19 *“dwelling” means a structure or part thereof that is designed or intended*
20 *for occupancy as a residence or sleeping place.*

21 **Sec. 46.** 1. *A person who ~~[, by day or night,]~~ forcibly enters an*
22 *uninhabited or vacant dwelling and knows or has reason to believe*
23 *that such entry without permission of the owner of the dwelling or an*
24 *authorized representative of the owner and with the intent to take up*
25 *residence or provide a residency to another therein is guilty of*
26 *housebreaking.*

27 2. *A person convicted of housebreaking is guilty of, for a first*
28 *offense, a gross misdemeanor, and for a subsequent offense, a*
29 *category D felony and shall be punished as provided in NRS 193.130. A*
30 *person convicted of housebreaking and who has previously been*
31 *convicted three or more times of housebreaking must not be released on*
32 *probation or granted a suspension of sentence.*

33 3. *As used in this section, “forcibly enters” means an entry*
34 *involving:*

35 (a) *Any act of physical force resulting in damage to the structure; or*
36 (b) *The changing or manipulation of a lock to gain access.*

37 **Sec. 47.** 1. *A person who ~~[, by day or night,]~~ takes up residence in*
38 *an uninhabited or vacant dwelling and knows or has reason to believe*
39 *that such residency is without permission of the owner of the dwelling or*
40 *an authorized representative of the owner is guilty of unlawful*
41 *occupancy.*

42 2. *A person convicted of unlawful occupancy is guilty of a gross*
43 *misdemeanor. A person convicted of unlawful occupancy and who has*
44 *been convicted three or more times of unlawful occupancy is guilty of a*
45 *category D felony and shall be punished as provided in NRS 193.130.*

Section 43 as a whole
conflicts with Section 48
and needs to be
reconciled by the
sponsor. See note on
Section 48.

Public Defender’s amendment

Public Defender’s amendment

Public Defender’s amendment

1 **3. A person who has previously been convicted twice of either**
 2 **housebreaking and/or unlawful occupancy or any lesser included**
 3 **or related offense arising from the same set of facts ~~taken up~~**
 4 **~~residency in a dwelling, without the permission of the owner or an~~**
 5 **~~authorized representative of the owner, under color of valid lease and~~**
 6 **~~thereafter takes up residency of another dwelling, without the permission~~**
 7 **~~of the owner or an authorized representative of the owner, under color of~~**
 8 **~~valid lease, is presumed to have obtained such residency of the dwelling~~**
 9 ***with the knowledge that:***

- 10 ***(a) The lease is invalid; and***
- 11 ***(b) Neither the owner nor an authorized representative of the owner***
 12 ***permitted the residency.***

13 **Sec. 48. 1. A person is guilty of unlawful reentry if:**

- 14 ***(a) An owner of real property has recovered possession of the***
 15 ***property from the person pursuant to sections 2 or 3 of this act; and***
- 16 ***(d) Without the authority of the court or permission of the owner, the***
 17 ***person reenters the property.***

18 **2. A person convicted of unlawful reentry is guilty of a gross**
 19 ***misdemeanor.***

20 **Sec. 49. NRS 205.067 is hereby amended to read as follows:**

21 205.067 1. A person who, by day or night, forcibly enters an
 22 inhabited dwelling without permission of the owner, resident or lawful
 23 occupant, whether or not a person is present at the time of the entry, is
 24 guilty of invasion of the home.

25 2. A person convicted of invasion of the home is guilty of a category
 26 B felony and shall be punished by imprisonment in the state prison for a
 27 minimum term of not less than 1 year and a maximum term of not more
 28 than 10 years, and may be further punished by a fine of not more than
 29 \$10,000. A person who is convicted of invasion of the home and who has
 30 previously been convicted of burglary or invasion of the home must not be
 31 released on probation or granted a suspension of sentence.

32 3. Whenever an invasion of the home is committed on a vessel,
 33 vehicle, vehicle trailer, semitrailer, house trailer, airplane, glider, boat or
 34 railroad car, in motion or in rest, in this State, and it cannot with
 35 reasonable certainty be ascertained in what county the crime was
 36 committed, the offender may be arrested and tried in any county through
 37 which the conveyance, vessel, boat, vehicle, house trailer, travel trailer,
 38 motor home or railroad car traveled during the time the invasion was
 39 committed.

40 4. A person convicted of invasion of the home who has in his or her
 41 possession or gains possession of any firearm or deadly weapon at any
 42 time during the commission of the crime, at any time before leaving the
 43 structure or upon leaving the structure, is guilty of a category B felony and
 44 shall be punished by imprisonment in the state prison for a minimum term

My concern is that this section making reentry after an eviction of a squatter a gross misdemeanor is inconsistent with NRS 203.110. These provisions need to be reconciled. Perhaps this section is not needed if NRS 203.110 is amended to include this language and make it a gross misdemeanor??

1 of not less than 2 years and a maximum term of not more than 15 years,
2 and may be further punished by a fine of not more than \$10,000.

3 5. As used in this section:

4 (a) "Forcibly enters" means the entry of an inhabited dwelling
5 involving [any]

6 ~~[(1) Any]~~ act of physical force resulting in damage to the structure
7 ~~[.]~~; or

8 ~~(2) The changing or manipulation of a lock to access the~~
9 ~~dwelling.]~~

10 (b) "Inhabited dwelling" means any structure, building, house, room,
11 apartment, tenement, tent, conveyance, vessel, boat, vehicle, house trailer,
12 travel trailer, motor home or railroad car in which the owner or other
13 lawful occupant resides.

14 **Sec. 50.** NRS 244.363 is hereby amended to read as follows:

15 244.363 Except as otherwise provided in subsection ~~[(3)]~~ 4 of NRS
16 40.140 and subsection 6 of NRS 202.450, the boards of county
17 commissioners in their respective counties may, by ordinance regularly
18 enacted, regulate, control and prohibit, as a public nuisance, excessive
19 noise which is injurious to health or which interferes unreasonably with the
20 comfortable enjoyment of life or property within the boundaries of the
21 county.

22 **Sec. 51.** NRS 266.335 is hereby amended to read as follows:

23 266.335 The city council may:

24 1. Except as otherwise provided in subsection ~~[(3)]~~ 4 of NRS 40.140
25 and subsection 6 of NRS 202.450, determine by ordinance what shall be
26 deemed nuisances.

27 2. Provide for the abatement, prevention and removal of the nuisances
28 at the expense of the person creating, causing or committing the nuisances.

29 3. Provide that the expense of removal is a lien upon the property
30 upon which the nuisance is located. The lien must:

31 (a) Be perfected by recording with the county recorder a statement by
32 the city clerk of the amount of expenses due and unpaid and describing the
33 property subject to the lien.

34 (b) Be coequal with the latest lien thereon to secure the payment of
35 general taxes.

36 (c) Not be subject to extinguishment by the sale of any property
37 because of the nonpayment of general taxes.

38 (d) Be prior and superior to all liens, claims, encumbrances and titles
39 other than the liens of assessments and general taxes.

40 4. Provide any other penalty or punishment of persons responsible for
41 the nuisances.

42 **Sec. 52.** NRS 268.412 is hereby amended to read as follows:

43 268.412 Except as otherwise provided in subsection ~~[(3)]~~ 4 of NRS
44 40.140 and subsection 6 of NRS 202.450, the city council or other
45 governing body of a city may, by ordinance regularly enacted, regulate,

1 control and prohibit, as a public nuisance, excessive noise which is
2 injurious to health or which interferes unreasonably with the comfortable
3 enjoyment of life or property within the boundaries of the city.

4 **Sec. 53.** NRS 315.041 is hereby amended to read as follows:

5 315.041 1. Except as otherwise required by federal law or
6 regulation, or as a condition to the receipt of federal money, a housing
7 authority or a landlord shall, immediately upon learning of facts indicating
8 that a tenant is required pursuant to NRS 315.031 to vacate public housing,
9 serve upon the tenant a written notice which:

10 (a) States that the tenancy is terminated at noon of the fifth full day
11 following the day of service, and that the tenant must surrender the
12 premises at or before that time;

13 (b) Sets forth the facts upon which the tenant is required to vacate the
14 premises pursuant to NRS 315.031;

15 (c) Advises the tenant of the tenant's right to contest the matter by
16 filing, within 5 days, an affidavit with the justice of the peace denying the
17 occurrence of the conditions set forth in NRS 315.031; and

18 (d) Contains any other matter required by federal law or regulation
19 regarding the eviction of the tenant from those premises, or as a condition
20 to the receipt of federal money.

21 ↪ If the tenant timely files the affidavit and provides the housing authority
22 or the landlord with a copy of the affidavit, stamped as filed with the
23 justice of the peace, the housing authority or the landlord shall not refuse
24 the tenant, or any person who resides with the tenant, access to the
25 premises.

26 2. Upon noncompliance with the notice:

27 (a) The housing authority or the landlord shall apply by affidavit to the
28 justice of the peace of the township where the premises are located. If it
29 appears to the justice of the peace that the conditions set forth in NRS
30 315.031 have occurred and that the tenant is required by that section to
31 vacate the premises, the justice of the peace shall issue an order directing
32 the sheriff or constable of the county to remove the tenant and any other
33 person on the premises within 24 hours after receipt of the order. The
34 affidavit required by this paragraph must contain:

35 (1) The date when, and the facts upon which, the tenant became
36 required to vacate the premises.

37 (2) The date when the written notice was given, a copy of the notice
38 and a statement that the notice was served as provided in NRS 315.051.

39 (b) Except when the tenant has timely filed the affidavit described in
40 subsection 1 and provides the housing authority or the landlord with a copy
41 of the affidavit, stamped as filed with the justice of the peace, the housing
42 authority or the landlord may, in a peaceable manner, refuse the tenant,
43 and any person who resides with the tenant, access to the premises.

44 3. Upon the filing by the tenant of the affidavit authorized by
45 subsection 1 and the filing by the housing authority or the landlord of the

1 affidavit required by subsection 2, the justice of the peace shall hold a
2 hearing, after service of notice of the hearing upon the parties, to determine
3 the truthfulness and sufficiency of any affidavit or notice provided for in
4 this section. If the justice of the peace determines that the conditions set
5 forth in NRS 315.031 have occurred and that the tenant is required by that
6 section to vacate the premises, the justice of the peace shall issue a
7 summary order for removal of the tenant and any other person on the
8 premises, or an order refusing the tenant, and any person who resides with
9 the tenant, admittance to the premises. If the justice of the peace
10 determines that the conditions set forth in NRS 315.031 have not occurred
11 and that the tenant is not required by that section to vacate the premises,
12 the justice of the peace shall refuse to grant any relief.

13 4. The provisions of NRS 40.215 to 40.425, inclusive, *and sections 2*
14 *to 7, inclusive, of this act* do not apply to any proceeding brought pursuant
15 to the provisions of NRS 315.011 to 315.071, inclusive.

16 **Sec. 54.** NRS 326.070 is hereby amended to read as follows:

17 326.070 1. All lands in this state shall be deemed and regarded as
18 public lands until the legal title is known to have passed from the
19 government to private persons.

20 2. Every person who shall have complied with the provisions of NRS
21 326.010 to 326.070, inclusive, shall be deemed and held to have the right
22 or title of possession of all the lands embraced within the survey, not to
23 exceed 160 acres; and any person who shall thereafter, without the consent
24 of the person so complying, enter into or upon such lands adversely, shall
25 be deemed and held guilty of an unlawful and fraudulent entry thereon,
26 and may be removed therefrom by proceedings had before any justice of
27 the peace of the township in which the lands are situated. Such
28 proceedings may be commenced and prosecuted under the provisions of
29 NRS 40.220 to 40.420, inclusive, *and sections 2 to 7, inclusive, of this act*
30 and all the provisions contained in those sections are made applicable to
31 proceedings under NRS 326.010 to 326.070, inclusive.

32 **Sec. 55.** NRS 645H.520 is hereby amended to read as follows:

33 645H.520 1. Subject to the provisions of NRS 645H.770, the
34 services an asset management company may provide include, without
35 limitation:

36 (a) Securing real property in foreclosure once it has been determined to
37 be abandoned and all notice provisions required by law have been
38 complied with;

39 (b) Providing maintenance for real property in foreclosure, including
40 landscape and pool maintenance;

41 (c) Cleaning the interior or exterior of real property in foreclosure;

42 (d) Providing repair or improvements for real property in foreclosure;
43 and

44 (e) Removing trash and debris from real property in foreclosure and
45 the surrounding property.

1 2. An asset management company may dispose of personal property
2 abandoned on the premises of a residence in foreclosure or left on the
3 premises after the eviction of a homeowner or a tenant of a homeowner
4 without incurring civil or criminal liability in the following manner:

5 (a) The asset management company shall reasonably provide for the
6 safe storage of the property for 30 days after the abandonment or eviction
7 and may charge and collect the reasonable and actual costs of inventory,
8 moving and storage before releasing the property to the homeowner or the
9 tenant of the homeowner or his or her authorized representative rightfully
10 claiming the property within that period. The asset management company
11 is liable to the homeowner or the tenant of the homeowner only for the
12 asset management company's negligent or wrongful acts in storing the
13 property.

14 (b) After the expiration of the 30-day period, the asset management
15 company may dispose of the property and recover his or her reasonable
16 costs from the property or the value thereof if the asset management
17 company has made reasonable efforts to locate the homeowner or the
18 tenant of the homeowner, has notified the homeowner or the tenant of the
19 homeowner in writing of his or her intention to dispose of the property and
20 14 days have elapsed since the notice was given to the homeowner or the
21 tenant of the homeowner. The notice must be mailed to the homeowner or
22 the tenant of the homeowner at the present address of the homeowner or
23 the tenant of the homeowner and, if that address is unknown, then at the
24 last known address of the homeowner or the tenant of the homeowner.

25 (c) Vehicles must be disposed of in the manner provided in chapter 487
26 of NRS for abandoned vehicles.

27 3. Any dispute relating to the amount of the costs claimed by the asset
28 management company pursuant to paragraph (a) of subsection 2 may be
29 resolved using the procedure provided in subsection ~~7~~ 8 of NRS 40.253.

30 **Sec. 56.** NRS 40.170 is hereby repealed.
31

32 **TEXT OF REPEALED SECTION**
33
34

35 40.170 Damages in actions for forcible or unlawful entry may be
trebled.

1. If a person recovers damages for a forcible or unlawful entry in or
upon, or detention of, any building or any uncultivated or cultivated real
property, judgment may be entered for three times the amount at which the
actual damages are assessed.

2. As used in this section, "actual damages" means damages to real
property and personal property.

36 H
37

1
2
3