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FIRST REPRINT

A.B. 393

ASSEMBLY BILL NO. 393—ASSEMBLYMAN FRIERSON

MARCH 21, 2019

Referred to Committee on Judiciary

**SUMMARY**—Providing protections to certain governmental and tribal employees and certain other persons during a government shutdown. (BDR 3-1015)

**FISCAL NOTE:** Effect on Local Government: No.  
Effect on the State: No.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

**AN ACT** relating to governmental administration; prohibiting the foreclosure of real property or a lien against a unit in a common-interest community owned by a federal worker, tribal worker, state worker or household member of such a worker during a government shutdown in certain circumstances; providing certain protections to a tenant who is a federal worker, tribal worker, state worker or household member of such a worker during a government shutdown; prohibiting a person from repossessing the vehicle of a federal worker, tribal worker, state worker or household member of such a worker during a government shutdown; authorizing the provision of assistance in paying for natural gas and electricity to a federal worker, tribal worker, state worker or household member of such a worker during a government shutdown; providing penalties; and providing other matters properly relating thereto.

**Legislative Counsel's Digest:**

1 The Federal Employees Civil Relief Act, which is pending before Congress,  
2 proposes to provide relief to federal employees and employees of contractors during  
3 a lapse in appropriations for any federal agency or department by suspending the  
4 enforcement of certain civil liabilities of such employees during the lapse. (S. 72,  
5 116th Cong. (2019)) This bill generally enacts similar provisions in state law  
6 intended to provide certain protections to federal workers, tribal workers, state  
7 workers and household members of such workers during a lapse in appropriations at  
8 the state or federal level or for the tribal government. This bill defines the following



9 terms: (1) “federal worker” to mean an employee of a federal agency or an employee  
10 of a contractor who has entered into a contract with a federal agency; (2) “tribal  
11 worker” to mean an employee of a federally recognized Nevada Indian tribe that  
12 receives at least a majority of its funding from the Federal Government or an  
13 employee of a contractor who has entered into a contract with such a tribe; (3) “state  
14 worker” to mean an employee of a state agency or an employee of a contractor who  
15 has entered into a contract with a state agency; and (4) “shutdown” to mean any  
16 period in which there is a lapse in appropriations for a federal or state agency or tribal  
17 government that continues through any unpaid payday for a federal worker, tribal  
18 worker or state worker employed by that agency or government.

19 **Section 6** of this bill provides that if a mortgagor or grantor of a deed of trust  
20 under a residential mortgage loan is a federal worker, tribal worker, state worker or,  
21 in certain circumstances, a household member or landlord of such a worker, a person  
22 is prohibited from conducting a foreclosure sale during the period commencing on  
23 the date that a shutdown begins and ending on the date that is 90 days after the date  
24 on which the shutdown ends. **Section 6** also provides that in any civil action for a  
25 foreclosure sale that is filed during that period against a federal worker, tribal worker  
26 or state worker or, if applicable, a household member or landlord of such a worker,  
27 the court is authorized or required, depending on the circumstances, to stay the  
28 proceedings in the action for a certain period or issue an order that conserves the  
29 interests of the parties unless the court determines that the ability of the federal  
30 worker, tribal worker, state worker or household member or landlord of such a  
31 worker to comply with the terms of the obligation secured by the residential mortgage  
32 loan is not materially affected by the shutdown. **Section 6** further provides that any  
33 such protection against foreclosure only applies to a residential mortgage loan that  
34 was secured before the shutdown. **Section 6** provides that any person who knowingly  
35 conducts a foreclosure sale in violation of the provisions of **section 6** is guilty of a  
36 misdemeanor and is liable for actual damages, reasonable attorney’s fees and costs  
37 incurred by the injured party. This protection against foreclosure provided by **section**  
38 **6** is similar to that provided in existing law to a servicemember on active duty or  
39 deployment. (NRS 40.439) Existing law requires that a servicemember receive notice  
40 of such protections before a notice of default and election to sell is recorded for a  
41 trustee’s sale or before the commencement of a civil action for a foreclosure sale.  
42 (NRS 107.500) **Section 12** of this bill extends this requirement to provide notice of  
43 the similar protections to a federal worker, tribal worker or state worker or household  
44 member or landlord of such a worker in relation to a shutdown.

45 **Section 13** of this bill applies the applicable provisions set forth in **section 6** to  
46 the foreclosure of a lien of a unit-owners’ association against a unit in a common-  
47 interest community and provides that if a unit’s owner or his or her successor in  
48 interest is a federal worker, tribal worker or state worker or, in certain circumstances,  
49 a household member or landlord of such a worker, an association is generally  
50 prohibited from initiating the foreclosure of a lien by sale during any period between  
51 the commencement of a shutdown and 90 days after the end of a shutdown. **Section**  
52 **13** also requires a unit-owners’ association to: (1) inform each unit’s owner or his or  
53 her successor in interest that if the person is a federal worker, tribal worker, state  
54 worker or household member or landlord of such a worker, he or she may be entitled  
55 to certain protections pursuant to **section 13**; and (2) give the person the opportunity  
56 to provide any information required to enable the association to verify whether the  
57 person is entitled to the protections set forth in **section 13**. **Section 13** also requires  
58 that before an association takes certain action relating to the foreclosure of a lien by  
59 sale, the association must, if such information is provided, verify whether a unit’s  
60 owner or his or her successor in interest is entitled to the protections set forth in  
61 **section 13** or, if such information is not provided, make a good faith effort to verify  
62 whether a unit’s owner or his or her successor in interest is entitled to such



63 protections. This protection against foreclosure provided by **section 13** is similar to  
64 that provided to a servicemember on active duty or deployment. (NRS 116.311625)

65 Existing law prescribes criteria for unlawful detainer by a tenant of real property,  
66 a recreational vehicle or a mobile home. (NRS 40.251, 40.2512) **Section 7** of this  
67 bill: (1) authorizes a tenant who is a federal worker, tribal worker, state worker or  
68 household member of such a worker to request to be allowed to continue in  
69 possession of real property or a dwelling unit during a shutdown and for a period of  
70 not more than 30 days after the shutdown; and (2) requires a landlord who receives  
71 such a request to allow the tenant to remain in possession of the property or unit  
72 during that period. **Section 8** of this bill provides that a tenant who provides to a  
73 landlord proof that he or she is a federal worker, tribal worker, state worker or  
74 household member of such a worker during a shutdown is not guilty of unlawful  
75 detainer.

76 Existing law provides for a summary eviction procedure when the tenant of any  
77 dwelling, apartment, mobile home, recreational vehicle or commercial premises  
78 defaults in the payment of rent. (NRS 40.253) **Section 9** of this bill provides that the  
79 summary eviction procedure does not apply to a tenant who provides proof to the  
80 landlord that he or she is a federal worker, tribal worker, state worker or household  
81 member of such a worker during a shutdown.

82 Existing law prescribes basic obligations of a tenant, which include requiring a  
83 tenant to comply with the terms of a rental agreement. (NRS 118A.310) **Section 20**  
84 of this bill makes any term of a rental agreement requiring the payment of rent at a  
85 specified time unenforceable against a tenant who is a federal worker, tribal worker,  
86 state worker or household member of such a worker during a shutdown. **Section 20**  
87 also requires a landlord to accept payment of rent for the period in which a federal or  
88 state agency or tribal government was experiencing a shutdown for a period not to  
89 exceed 30 days after the end of the shutdown. **Section 21** of this bill prohibits a  
90 landlord from taking certain retaliatory action against a tenant who pays rent in the  
91 period prescribed in **section 20**.

92 **Section 18.7** of this bill authorizes a landlord to petition the court for relief from  
93 the protections for federal workers, tribal workers, state workers and certain  
94 household members of such workers prescribed in **sections 6 and 20** if: (1) a  
95 shutdown continues for a period of 30 days or more; and (2) the requirements  
96 prescribed by **sections 6 and 20** impose an undue hardship on the landlord. **Section**  
97 **18.7** provides that if the court grants relief from these provisions: (1) the parties may  
98 modify the terms of the rental agreement; or (2) the landlord may terminate the rental  
99 agreement and commence eviction proceedings. **Sections 7-9, 20 and 21** make  
100 conforming changes.

101 **Sections 26 and 27** of this bill prohibit a landlord of a manufactured home park  
102 from charging any late fee for a late rental payment by a federal worker, tribal worker,  
103 state worker or household member of such a worker during a shutdown. **Section 28**  
104 of this bill prohibits a landlord of a manufactured home park from terminating a rental  
105 agreement for failure of the tenant to pay rent if the tenant provides proof to the  
106 landlord that he or she is a federal worker, tribal worker, state worker or household  
107 member of such a worker during a shutdown. **Section 29** of this bill prohibits a  
108 landlord from taking certain retaliatory action against a tenant who provides such  
109 proof.

110 **Section 30** of this bill prohibits a person from repossessing the vehicle of a  
111 federal worker, tribal worker, state worker or household member of such a worker  
112 who provides proof that he or she is such a person during a shutdown or for a period  
113 of 30 days immediately after the end of a shutdown. **Section 30** provides that any  
114 person who knowingly repossesses a vehicle in violation of the provisions of **section**  
115 **30** is guilty of a misdemeanor and is liable for actual damages, reasonable attorney's  
116 fees and costs incurred by the injured party. Existing law requires that certain notice  
117 be provided before a vehicle repossessed pursuant to a security agreement may be



\* A B 3 9 3 R 1 \*

118 sold. (NRS 482.516) **Section 30.5** of this bill requires that information about the  
119 protections provided by **section 30** be included in that notice.

120 Existing law authorizes the Division of Welfare and Supportive Services of the  
121 Department of Health and Human Services to use money in the Fund for Energy  
122 Assistance and Conservation to assist eligible households in paying for natural gas  
123 and electricity. (NRS 702.260) **Section 31** of this bill makes households that include  
124 at least one federal worker, tribal worker or state worker eligible for such assistance  
125 during a shutdown.

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

1 **Section 1.** Chapter 40 of NRS is hereby amended by adding  
2 thereto the provisions set forth as sections 2 to 6, inclusive, of this act.

3 **Sec. 2.** *As used in this chapter, unless the context otherwise*  
4 *requires, the words and terms defined in sections 3 to 5.5, inclusive,*  
5 *of this act have the meanings ascribed to them in those sections.*

6 **Sec. 3.** *“Federal worker” means an employee of a federal*  
7 *agency or an employee of a contractor who has entered into a*  
8 *contract with a federal agency.*

9 **Sec. 3.5.** *“Qualified Indian tribe” means a federally*  
10 *recognized Nevada Indian tribe that receives at least a majority of*  
11 *its funding from the Federal Government.*

12 **Sec. 4.** *“Shutdown” means any period in which there is a*  
13 *lapse in appropriations for a federal or state agency or tribal*  
14 *government that continues through any unpaid payday for a federal*  
15 *worker, state worker or tribal worker employed by that agency or*  
16 *tribal government.*

17 **Sec. 5.** *“State worker” means an employee of a state agency*  
18 *or an employee of a contractor who has entered into a contract with*  
19 *a state agency.*

20 **Sec. 5.5.** *“Tribal worker” means an employee of a qualified*  
21 *Indian tribe or an employee of a contractor who has entered into a*  
22 *contract with a qualified Indian tribe.*

23 **Sec. 6. 1.** *Notwithstanding any other provision of law and*  
24 *except as otherwise ordered by a court of competent jurisdiction, if*  
25 *a borrower provides proof that he or she is a federal worker, tribal*  
26 *worker or state worker or, in accordance with subsection 5, a*  
27 *household member or landlord of such a worker, a person shall not*  
28 *initiate or direct or authorize another person to initiate a*  
29 *foreclosure sale during the period commencing on the date on*  
30 *which a shutdown begins and ending on the date that is 90 days*  
31 *after the date on which the shutdown ends.*

32 **2.** *Except as otherwise provided in subsection 3, in any civil*  
33 *action for a foreclosure sale pursuant to NRS 40.430 involving a*  
34 *failure to make a payment required by a residential mortgage loan*



1 *that is filed against a federal worker, tribal worker or state worker*  
2 *or, in accordance with subsection 5, a household member or*  
3 *landlord of such a worker, during a shutdown or during the 90-day*  
4 *period immediately after the end of a shutdown, the court may, on*  
5 *its own motion after a hearing, or shall, on a motion or on behalf*  
6 *of the federal worker, tribal worker, state worker or household*  
7 *member or landlord of such a worker, as applicable, do one or both*  
8 *of the following:*

9 (a) *Stay the proceedings in the action until at least 90 days after*  
10 *the end of the shutdown; or*

11 (b) *Adjust the obligation to preserve the interests of the parties.*

12 3. *The provisions of subsection 2 do not apply if the court*  
13 *determines that the ability of the federal worker, tribal worker, state*  
14 *worker or household member or landlord of such a worker to*  
15 *comply with the terms of the obligation secured by the residential*  
16 *mortgage loan is not materially affected by the shutdown.*

17 4. *The provisions of this section apply only to a residential*  
18 *mortgage loan that was secured by a federal worker, tribal worker*  
19 *or state worker or, in accordance with subsection 5, a household*  
20 *member or landlord of such a worker, before the shutdown.*

21 5. *Upon application to the court, a household member or*  
22 *landlord of such a worker is entitled to the protections provided to*  
23 *a federal worker, tribal worker or state worker pursuant to this*  
24 *section if the ability of the household member or landlord of such a*  
25 *worker to make payments required by a residential mortgage loan*  
26 *is materially affected by the shutdown.*

27 6. *Except as otherwise provided in subsection 7, any person*  
28 *who knowingly initiates or directs or authorizes another person to*  
29 *initiate a foreclosure sale in violation of this section:*

30 (a) *Is guilty of a misdemeanor; and*

31 (b) *May be liable for actual damages, reasonable attorney's fees*  
32 *and costs incurred by the injured party.*

33 7. *The provisions of subsection 6 do not apply to a trustee who*  
34 *initiates a foreclosure sale pursuant to the direction or*  
35 *authorization of another person.*

36 8. *In imposing liability pursuant to paragraph (b) of*  
37 *subsection 6, a court shall, when determining whether to reduce*  
38 *such liability, take into consideration any due diligence used by the*  
39 *person before he or she initiated or directed or authorized another*  
40 *person to initiate the foreclosure sale.*

41 9. *As used in this section:*

42 (a) *"Borrower" has the meaning ascribed to it in*  
43 *NRS 107.410.*

44 (b) *"Initiate a foreclosure sale" means to commence a civil*  
45 *action for a foreclosure sale pursuant to NRS 40.430 or, in the case*



1 *of the exercise of a trustee's power of sale pursuant to NRS 107.080*  
2 *and 107.0805, to execute and cause to be recorded in the office of*  
3 *the county recorder a notice of the breach and of the election to sell*  
4 *or cause to be sold the property pursuant to paragraph (b) of*  
5 *subsection 2 of NRS 107.080 and paragraph (b) of subsection 1 of*  
6 *NRS 107.0805.*

7 *(c) "Residential mortgage loan" has the meaning ascribed to it*  
8 *in NRS 107.450.*

9 *(d) "Trustee" means a person described in NRS 107.028.*

10 **Sec. 7.** NRS 40.251 is hereby amended to read as follows:

11 40.251 1. A tenant of real property, a recreational vehicle or a  
12 mobile home for a term less than life is guilty of an unlawful detainer  
13 when having leased:

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

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

20 (2) Except as otherwise provided in subsection 2, for all other  
21 periodic tenancies, at least 30 days; or

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

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

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

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

30 (II) Except as otherwise provided in subsection 2, at least  
31 30 days for all other periodic tenancies; or

32 (2) A notice of at least 5 days where the tenant has failed to  
33 perform the tenant's basic or contractual obligations under chapter  
34 118A of NRS.

35 (c) A mobile home lot subject to the provisions of chapter 118B  
36 of NRS, or a lot for a recreational vehicle in an area of a mobile home  
37 park other than an area designated as a recreational vehicle lot  
38 pursuant to the provisions of subsection 8 of NRS 40.215, the tenant  
39 continues in possession, in person or by subtenant, without the  
40 landlord's consent:

41 (1) After notice has been given pursuant to NRS 118B.115,  
42 118B.170 or 118B.190 and the period of the notice has expired; or

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



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

4 2. Except as otherwise provided in this section, if a tenant with  
5 a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1,  
6 other than a tenancy from week to week, is 60 years of age or older  
7 or has a physical or mental disability, the tenant may request to be  
8 allowed to continue in possession for an additional 30 days beyond  
9 the time specified in subsection 1 by submitting a written request for  
10 an extended period and providing proof of the tenant's age or  
11 disability. A landlord may not be required to allow a tenant to  
12 continue in possession if a shorter notice is provided pursuant to  
13 subparagraph (2) of paragraph (b) of subsection 1.

14 3. *Except as otherwise provided in this section, if a tenant with*  
15 *a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1*  
16 *is a federal worker, tribal worker, state worker or household*  
17 *member of such a worker, the tenant may request to be allowed to*  
18 *continue in possession during the period commencing on the date*  
19 *on which a shutdown begins and ending on the date that is 30 days*  
20 *after the date on which the shutdown ends by submitting a written*  
21 *request for the extended period and providing proof that he or she*  
22 *is a federal worker, tribal worker, state worker or household*  
23 *member of such a worker during the shutdown.*

24 4. *Except as otherwise provided in section 18.7 of this act, a*  
25 *landlord who receives a request from a tenant pursuant to*  
26 *subsection 3 shall allow a tenant to continue in possession for the*  
27 *period requested.*

28 5. Any notice provided pursuant to paragraph (a) or (b) of  
29 subsection 1 must include a statement advising the tenant of the  
30 provisions of ~~subsection~~ *subsections 2 [ ], 3 and 4.*

31 ~~[4.]~~ 6. If a landlord rejects a request to allow a tenant to continue  
32 in possession for an additional 30 days pursuant to subsection 2, the  
33 tenant may petition the court for an order to continue in possession  
34 for the additional 30 days. If the tenant submits proof to the court that  
35 the tenant is entitled to request such an extension, the court may grant  
36 the petition and enter an order allowing the tenant to continue in  
37 possession for the additional 30 days. If the court denies the petition,  
38 the tenant must be allowed to continue in possession for 5 calendar  
39 days following the date of entry of the order denying the petition.

40 **Sec. 8.** NRS 40.2512 is hereby amended to read as follows:

41 40.2512 ~~[A]~~

42 1. *Except as otherwise provided in subsection 2, a* tenant of real  
43 property or a mobile home for a term less than life is guilty of an  
44 unlawful detainer when the tenant continues in possession, in person  
45 or by subtenant, after default in the payment of any rent and after a



1 notice in writing, requiring in the alternative the payment of the rent  
2 or the surrender of the detained premises, remains uncomplied with  
3 for a period of 5 days, or in the case of a mobile home lot, 10 days  
4 after service thereof. The notice may be served at any time after the  
5 rent becomes due.

6 *2. Except as otherwise provided in section 18.7 of this act, the*  
7 *provisions of subsection 1 do not apply to a person who provides to*  
8 *the landlord proof that he or she is a federal worker, tribal worker,*  
9 *state worker or household member of such a worker during a*  
10 *shutdown.*

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

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

21 (a) At or before noon of the fifth full day following the day of  
22 service; or

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

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

36 2. A landlord or the landlord's agent who serves a notice to a  
37 tenant pursuant to paragraph (b) of subsection 1 shall attempt to  
38 deliver the notice in person in the manner set forth in paragraph (a)  
39 of subsection 1 of NRS 40.280. If the notice cannot be delivered in  
40 person, the landlord or the landlord's agent:

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

43 (b) After the notice has been posted and mailed, may deliver the  
44 notice to the sheriff or constable for service in the manner set forth in  
45 subsection 1 of NRS 40.280. The sheriff or constable shall not accept





1 the notice for service unless it is accompanied by written evidence,  
2 signed by the tenant when the tenant took possession of the premises,  
3 that the landlord or the landlord's agent informed the tenant of the  
4 provisions of this section which set forth the lawful procedures for  
5 eviction from a short-term tenancy. Upon acceptance, the sheriff or  
6 constable shall serve the notice within 48 hours after the request for  
7 service was made by the landlord or the landlord's agent.

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

- 9 (a) Identify the court that has jurisdiction over the matter; and  
10 (b) Advise the tenant:

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

16 (2) That if the court determines that the tenant is guilty of an  
17 unlawful detainer, the court may issue a summary order for removal  
18 of the tenant or an order providing for the nonadmittance of the  
19 tenant, directing the sheriff or constable of the county to remove the  
20 tenant within 24 hours after receipt of the order; and

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

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

32 5. Upon noncompliance with the notice:

33 (a) The landlord or the landlord's agent may apply by affidavit of  
34 complaint for eviction to the justice court of the township in which  
35 the dwelling, apartment, mobile home, recreational vehicle or  
36 commercial premises are located or to the district court of the county  
37 in which the dwelling, apartment, mobile home, recreational vehicle  
38 or commercial premises are located, whichever has jurisdiction over  
39 the matter. The court may thereupon issue an order directing the  
40 sheriff or constable of the county to remove the tenant within 24 hours  
41 after receipt of the order. The affidavit must state or contain:

- 42 (1) The date the tenancy commenced.  
43 (2) The amount of periodic rent reserved.

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



- 1 (4) The date the rental payments became delinquent.
- 2 (5) The length of time the tenant has remained in possession
- 3 without paying rent.
- 4 (6) The amount of rent claimed due and delinquent.
- 5 (7) A statement that the written notice was served on the
- 6 tenant in accordance with NRS 40.280.
- 7 (8) A copy of the written notice served on the tenant.
- 8 (9) A copy of the signed written rental agreement, if any.

9 (b) Except when the tenant has timely filed the affidavit described  
10 in 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  
12 prohibited pursuant to NRS 118A.480, the landlord or the landlord's  
13 agent may, in a peaceable manner, provide for the nonadmittance of  
14 the tenant to the premises by locking or otherwise.

15 6. Upon the filing by the tenant of the affidavit permitted in  
16 subsection 3, regardless of the information contained in the affidavit,  
17 and the filing by the landlord of the affidavit permitted by subsection  
18 5, the justice court or the district court shall hold a hearing, after  
19 service of notice of the hearing upon the parties, to determine the  
20 truthfulness and sufficiency of any affidavit or notice provided for in  
21 this section. If the court determines that there is no legal defense as to  
22 the alleged unlawful detainer and the tenant is guilty of an unlawful  
23 detainer, the court may issue a summary order for removal of the  
24 tenant or an order providing for the nonadmittance of the tenant. If  
25 the court determines that there is a legal defense as to the alleged  
26 unlawful detainer, the court shall refuse to grant either party any  
27 relief, and, except as otherwise provided in this subsection, shall  
28 require that any further proceedings be conducted pursuant to NRS  
29 40.290 to 40.420, inclusive. The issuance of a summary order for  
30 removal of the tenant does not preclude an action by the tenant for  
31 any damages or other relief to which the tenant may be entitled. If the  
32 alleged unlawful detainer was based upon subsection 5 of NRS  
33 40.2514, the refusal by the court to grant relief does not preclude the  
34 landlord thereafter from pursuing an action for unlawful detainer in  
35 accordance with NRS 40.251.

36 7. The tenant may, upon payment of the appropriate fees relating  
37 to the filing and service of a motion, file a motion with the court, on  
38 a form provided by the clerk of the court, to dispute the amount of the  
39 costs, if any, claimed by the landlord pursuant to NRS 118A.460 or  
40 118C.230 for the inventory, moving and storage of personal property  
41 left on the premises. The motion must be filed within 20 days after  
42 the summary order for removal of the tenant or the abandonment of  
43 the premises by the tenant, or within 20 days after:

- 44 (a) The tenant has vacated or been removed from the premises;
- 45 and



1 (b) A copy of those charges has been requested by or provided to  
2 the tenant,  
3 ↪ whichever is later.

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

10 (a) Determine the costs, if any, claimed by the landlord pursuant  
11 to NRS 118A.460 or 118C.230 and any accumulating daily costs; and

12 (b) Order the release of the tenant's property upon the payment  
13 of the charges determined to be due or if no charges are determined  
14 to be due.

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

22 10. ~~[This]~~ *Except as otherwise provided in section 18.7 of this*  
23 *act, this* section does not apply to ~~[the]~~ :

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

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

31 **Sec. 10.** NRS 40.426 is hereby amended to read as follows:

32 40.426 As used in NRS 40.426 to 40.495, inclusive, *and section*  
33 *6 of this act* unless the context otherwise requires, the words and  
34 terms defined in NRS 40.427, 40.428 and 40.429 have the meanings  
35 ascribed to them in those sections.

36 **Sec. 11.** NRS 107.480 is hereby amended to read as follows:

37 107.480 1. In addition to the requirements of NRS 40.439,  
38 107.085, ~~[and]~~ 107.086 ~~[;]~~ *and section 6 of this act*, the exercise of  
39 a trustee's power of sale pursuant to NRS 107.080 with respect to a  
40 deed of trust securing a residential mortgage loan is subject to the  
41 provisions of NRS 107.400 to 107.560, inclusive.

42 2. In addition to the requirements of NRS 40.430 to 40.4639,  
43 inclusive, *and section 6 of this act*, a civil action for a foreclosure  
44 sale pursuant to NRS 40.430 involving a failure to make a payment



1 required by a residential mortgage loan is subject to the requirements  
2 of NRS 107.400 to 107.560, inclusive.

3 **Sec. 12.** NRS 107.500 is hereby amended to read as follows:

4 107.500 1. At least 30 calendar days before recording a notice  
5 of default and election to sell pursuant to subsection 2 of NRS  
6 107.080 or commencing a civil action for a foreclosure sale pursuant  
7 to NRS 40.430 involving a failure to make a payment required by a  
8 residential mortgage loan and at least 30 calendar days after the  
9 borrower's default, the mortgage servicer, mortgagee or beneficiary  
10 of the deed of trust shall mail, by first-class mail, a notice addressed  
11 to the borrower at the borrower's primary address as indicated in the  
12 records of the mortgage servicer, mortgagee or beneficiary of the  
13 deed of trust, which contains:

14 (a) A statement that if the borrower is ~~is~~:

15 (1) *A servicemember or a dependent of a servicemember, he*  
16 *or she may be entitled to certain protections under the federal*  
17 *Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901 et seq., and NRS*  
18 *40.439 regarding the servicemember's interest rate and the risk of*  
19 *foreclosure, and counseling for covered servicemembers that is*  
20 *available from Military OneSource and the United States Armed*  
21 *Forces Legal Assistance or any other similar agency.*

22 (2) *A federal worker, tribal worker, state worker or a*  
23 *household member or landlord of such a worker, he or she may be*  
24 *entitled to certain protections under section 6 of this act.*

25 (b) A summary of the borrower's account which sets forth:

26 (1) The total amount of payment necessary to cure the default  
27 and reinstate the residential mortgage loan or to bring the residential  
28 mortgage loan into current status;

29 (2) The amount of the principal obligation under the  
30 residential mortgage loan;

31 (3) The date through which the borrower's obligation under  
32 the residential mortgage loan is paid;

33 (4) The date of the last payment by the borrower;

34 (5) The current interest rate in effect for the residential  
35 mortgage loan, if the rate is effective for at least 30 calendar days;

36 (6) The date on which the interest rate for the residential  
37 mortgage loan may next reset or adjust, unless the rate changes more  
38 frequently than once every 30 calendar days;

39 (7) The amount of the prepayment fee charged under the  
40 residential mortgage loan, if any;

41 (8) A description of any late payment fee charged under the  
42 residential mortgage loan;

43 (9) A telephone number or electronic mail address that the  
44 borrower may use to obtain information concerning the residential  
45 mortgage loan; and



1 (10) The names, addresses, telephone numbers and Internet  
2 website addresses of one or more counseling agencies or programs  
3 approved by the United States Department of Housing and Urban  
4 Development.

5 (c) A statement of the facts establishing the right of the mortgage  
6 servicer, mortgagee or beneficiary of the deed of trust to cause the  
7 trustee to exercise the trustee's power of sale pursuant to NRS  
8 107.080 or to commence a civil action for the recovery of any debt,  
9 or for the enforcement of any right, under a residential mortgage loan  
10 that is not barred by NRS 40.430.

11 (d) A statement of the foreclosure prevention alternatives offered  
12 by, or through, the mortgage servicer, mortgagee or beneficiary of the  
13 deed of trust.

14 (e) A statement that the borrower may request:

15 (1) A copy of the borrower's promissory note or other  
16 evidence of indebtedness;

17 (2) A copy of the borrower's mortgage or deed of trust;

18 (3) A copy of any assignment, if applicable, of the borrower's  
19 mortgage or deed of trust required to demonstrate the right of the  
20 mortgage servicer, mortgagee or beneficiary of the deed of trust to  
21 cause the trustee to exercise the trustee's power of sale pursuant to  
22 NRS 107.080 or to commence a civil action for the recovery of any  
23 debt, or for the enforcement of any right, under a residential mortgage  
24 loan that is not barred by NRS 40.430; and

25 (4) A copy of the borrower's payment history since the  
26 borrower was last less than 60 calendar days past due.

27 2. Unless a borrower has exhausted the process described in  
28 NRS 107.520 and 107.530 for applying for a foreclosure prevention  
29 alternative offered by, or through, the mortgage servicer, mortgagee  
30 or beneficiary of the deed of the trust, not later than 5 business days  
31 after a notice of default and election to sell is recorded pursuant to  
32 subsection 2 of NRS 107.080 or a civil action for the recovery of any  
33 debt, or for the enforcement of any right, under a residential mortgage  
34 loan that is not barred by NRS 40.430 is commenced, the mortgage  
35 servicer, mortgagee or beneficiary of the deed of trust that offers one  
36 or more foreclosure prevention alternatives must send to the borrower  
37 a written statement:

38 (a) That the borrower may be evaluated for a foreclosure  
39 prevention alternative or, if applicable, foreclosure prevention  
40 alternatives;

41 (b) Whether a complete application is required to be submitted by  
42 the borrower if the borrower wants to be considered for a foreclosure  
43 prevention alternative; and

44 (c) Of the means and process by which a borrower may obtain an  
45 application for a foreclosure prevention alternative.



1       3. *As used in this section:*

2       (a) *“Federal worker” has the meaning ascribed to it in section*  
3 *3 of this act.*

4       (b) *“State worker” has the meaning ascribed to it in section 5 of*  
5 *this act.*

6       (c) *“Tribal worker” has the meaning ascribed to it in section 5.5*  
7 *of this act.*

8       **Sec. 13.** Chapter 116 of NRS is hereby amended by adding  
9 thereto a new section to read as follows:

10       1. *Notwithstanding any other provision of law and except as*  
11 *otherwise provided in subsection 2 or ordered by a court of*  
12 *competent jurisdiction, if a unit’s owner or his or her successor in*  
13 *interest is a federal worker, tribal worker or state worker or, in*  
14 *accordance with subsection 3, a household member or landlord of*  
15 *a federal worker, tribal worker or state worker, an association shall*  
16 *not initiate the foreclosure of a lien by sale during the period*  
17 *commencing on the date on which a shutdown begins and ending*  
18 *on the date that is 90 days after the date on which the shutdown*  
19 *ends.*

20       2. *The provisions of subsection 1 do not apply if a court*  
21 *determines that the ability of the federal worker, tribal worker, state*  
22 *worker, household member or landlord to comply with the terms of*  
23 *the obligation secured by the residential mortgage loan is not*  
24 *materially affected by the shutdown.*

25       3. *Upon application to the court, a household member or*  
26 *landlord of a federal worker, tribal worker or state worker is entitled*  
27 *to the protections provided to a federal worker, tribal worker or state*  
28 *worker pursuant to this section if the ability of the household*  
29 *member or landlord to make payments required by a lien of a unit-*  
30 *owners’ association is materially affected by the shutdown.*

31       4. *An association shall:*

32       (a) *Inform each unit’s owner or his or her successor in interest*  
33 *that if the person is a federal worker, tribal worker, state worker,*  
34 *household member or landlord of such a worker, he or she may be*  
35 *entitled to certain protections pursuant to this section; and*

36       (b) *Give the person the opportunity to provide any information*  
37 *required to enable the association to verify whether he or she is*  
38 *entitled to the protections set forth in this section.*

39       5. *Before an association takes any action pursuant to*  
40 *paragraph (a) of subsection 4 of NRS 116.31162, if information*  
41 *required to verify whether a unit’s owner or his or her successor in*  
42 *interest is entitled to the protections set forth in this section:*

43       (a) *Has been provided to the association pursuant to subsection*  
44 *4, the association must verify whether the person is entitled to the*  
45 *protections set forth in this section.*



1 (b) *Has not been provided to the association pursuant to*  
2 *subsection 4, the association must make a good faith effort to verify*  
3 *whether the person is entitled to the protections set forth in this*  
4 *section.*

5 6. *Any person who knowingly initiates the foreclosure of a lien*  
6 *by sale in violation of this section:*

7 (a) *Is guilty of a misdemeanor; and*

8 (b) *May be liable for actual damages, reasonable attorney's fees*  
9 *and costs incurred by the injured party.*

10 7. *In imposing liability pursuant to paragraph (b) of*  
11 *subsection 6, a court shall, when determining whether to reduce*  
12 *such liability, take into consideration any due diligence used by the*  
13 *person before he or she initiated the foreclosure of the lien by sale.*

14 8. *As used in this section:*

15 (a) *"Federal worker" has the meaning ascribed to it in section*  
16 *3 of this act.*

17 (b) *"Good faith effort" means that an association acts honestly*  
18 *and fairly when trying to verify whether a unit's owner or his or her*  
19 *successor in interest is entitled to the protections set forth in this*  
20 *section, as evidenced by the following actions:*

21 (1) *The association informs the unit's owner or his or her*  
22 *successor in interest of the information required pursuant to*  
23 *paragraph (a) of subsection 4;*

24 (2) *The association makes reasonable efforts to give the*  
25 *unit's owner or his or her successor in interest the opportunity to*  
26 *provide any information required to enable the association to verify*  
27 *whether the person is entitled to the protections set forth in this*  
28 *section pursuant to paragraph (b) of subsection 4; and*

29 (3) *The association makes reasonable efforts to utilize all*  
30 *resources available to the association to verify whether the unit's*  
31 *owner or his or her successor in interest is a federal worker, tribal*  
32 *worker, state worker or household member or landlord of such a*  
33 *worker.*

34 (c) *"Initiate the foreclosure of a lien by sale" means to take any*  
35 *action in furtherance of foreclosure of a lien by sale after taking the*  
36 *actions set forth in paragraph (a) of subsection 4 of NRS 116.31162.*

37 (d) *"Shutdown" has the meaning ascribed to it in section 4 of*  
38 *this act.*

39 (e) *"State worker" has the meaning ascribed to it in section 5 of*  
40 *this act.*

41 (f) *"Tribal worker" has the meaning ascribed to it in section 5.5*  
42 *of this act.*

43 **Sec. 14.** NRS 116.31162 is hereby amended to read as follows:  
44 116.31162 1. Except as otherwise provided in subsection 5, 6  
45 or 7, in a condominium, in a planned community, in a cooperative



1 where the owner's interest in a unit is real estate under NRS 116.1105,  
2 or in a cooperative where the owner's interest in a unit is personal  
3 property under NRS 116.1105 and the declaration provides that a lien  
4 may be foreclosed under NRS 116.31162 to 116.31168, inclusive,  
5 *and section 13 of this act*, the association may foreclose its lien by  
6 sale after all of the following occur:

7 (a) The association has mailed by certified or registered mail,  
8 return receipt requested, to the unit's owner or his or her successor in  
9 interest, at his or her address, if known, and at the address of the unit  
10 or, if authorized by the parties, delivered by electronic transmission,  
11 a notice of delinquent assessment which states the amount of the  
12 assessments and other sums which are due in accordance with  
13 subsection 1 of NRS 116.3116, a description of the unit against which  
14 the lien is imposed and the name of the record owner of the unit.

15 (b) Not less than 30 days after mailing or delivering by electronic  
16 transmission the notice of delinquent assessment pursuant to  
17 paragraph (a), the association or other person conducting the sale has  
18 executed and caused to be recorded, with the county recorder of the  
19 county in which the common-interest community or any part of it is  
20 situated, a notice of default and election to sell the unit to satisfy the  
21 lien which must contain the same information as the notice of  
22 delinquent assessment and which must also comply with the  
23 following:

24 (1) Describe the deficiency in payment.

25 (2) State the total amount of the deficiency in payment, with a  
26 separate statement of:

27 (I) The amount of the association's lien that is prior to the  
28 first security interest on the unit pursuant to subsection 3 of NRS  
29 116.3116 as of the date of the notice;

30 (II) The amount of the lien described in sub-subparagraph  
31 (I) that is attributable to assessments based on the periodic budget  
32 adopted by the association pursuant to NRS 116.3115 as of the date  
33 of the notice;

34 (III) The amount of the lien described in sub-subparagraph  
35 (I) that is attributable to amounts described in NRS 116.310312 as of  
36 the date of the notice; and

37 (IV) The amount of the lien described in sub-subparagraph  
38 (I) that is attributable to the costs of enforcing the association's lien  
39 as of the date of the notice.

40 (3) State that:

41 (I) If the holder of the first security interest on the unit does  
42 not satisfy the amount of the association's lien that is prior to that first  
43 security interest pursuant to subsection 3 of NRS 116.3116, the  
44 association may foreclose its lien by sale and that the sale may  
45 extinguish the first security interest as to the unit; and





1 (II) If, not later than 5 days before the date of the sale, the  
2 holder of the first security interest on the unit satisfies the amount of  
3 the association's lien that is prior to that first security interest pursuant  
4 to subsection 3 of NRS 116.3116 and, not later than 2 days before the  
5 date of the sale, a record of such satisfaction is recorded in the office  
6 of the recorder of the county in which the unit is located, the  
7 association may foreclose its lien by sale but the sale may not  
8 extinguish the first security interest as to the unit.

9 (4) State the name and address of the person authorized by the  
10 association to enforce the lien by sale.

11 (5) Contain, in 14-point bold type, the following warning:  
12

13 **WARNING! IF YOU FAIL TO PAY THE AMOUNT**  
14 **SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR**  
15 **HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**  
16

17 (c) The unit's owner or his or her successor in interest has failed  
18 to pay the amount of the lien, including costs, fees and expenses  
19 incident to its enforcement, for 90 days following the recording of the  
20 notice of default and election to sell.

21 (d) The unit's owner or his or her successor in interest, or the  
22 holder of a recorded security interest on the unit, has, for a period  
23 which commences in the manner and subject to the requirements  
24 described in subsection 3 and which expires 5 days before the date of  
25 sale, failed to pay the assessments and other sums that are due to the  
26 association in accordance with subsection 1 of NRS 116.3116.

27 (e) The association or other person conducting the sale has  
28 executed and caused to be recorded, with the county recorder of the  
29 county in which the common-interest community or any part of it is  
30 situated, an affidavit which states, based on the direct, personal  
31 knowledge of the affiant, the personal knowledge which the affiant  
32 acquired by a review of a trustee sale guarantee or a similar product  
33 or the personal knowledge which the affiant acquired by a review of  
34 the business records of the association or other person conducting the  
35 sale, which business records must meet the standards set forth in NRS  
36 51.135, the following:

37 (1) The name of each holder of a security interest on the unit  
38 to which the notice of default and election to sell and the notice of  
39 sale was mailed, as required by subsection 2 of NRS 116.31163 and  
40 paragraph (d) of subsection 1 of NRS 116.311635; and

41 (2) The address at which the notices were mailed to each such  
42 holder of a security interest.

43 2. The notice of default and election to sell must be signed by  
44 the person designated in the declaration or by the association for that  
45 purpose or, if no one is designated, by the president of the association.



1 3. The period of 90 days described in paragraph (c) of subsection  
2 1 begins on the first day following:

3 (a) The date on which the notice of default and election to sell is  
4 recorded; or

5 (b) The date on which a copy of the notice of default and election  
6 to sell is mailed by certified or registered mail, return receipt  
7 requested or delivered by electronic transmission, as applicable, to  
8 the unit's owner or his or her successor in interest at his or her  
9 address, if known, and at the address of the unit,  
10 ↪ whichever date occurs later.

11 4. An association may not mail or deliver by electronic  
12 transmission to a unit's owner or his or her successor in interest a  
13 letter of its intent to mail or deliver by electronic transmission a notice  
14 of delinquent assessment pursuant to paragraph (a) of subsection 1,  
15 mail or deliver by electronic transmission the notice of delinquent  
16 assessment or take any other action to collect a past due obligation  
17 from a unit's owner or his or her successor in interest unless the  
18 association has complied with the provisions of subsections 4 and 5  
19 of NRS 116.311625 and ~~F~~ *subsections 4 and 5 of section 13 of this*  
20 *act and:*

21 (a) Not earlier than 60 days after the obligation becomes past due,  
22 the association mails to the address on file for the unit's owner or, if  
23 authorized by the parties, delivers by electronic transmission:

24 (1) A schedule of the fees that may be charged if the unit's  
25 owner fails to pay the past due obligation;

26 (2) A proposed repayment plan; and

27 (3) A notice of the right to contest the past due obligation at a  
28 hearing before the executive board and the procedures for requesting  
29 such a hearing; and

30 (b) Within 30 days after the date on which the information  
31 described in paragraph (a) is mailed or delivered by electronic  
32 transmission, as applicable, the past due obligation has not been paid  
33 in full or the unit's owner or his or her successor in interest has not  
34 entered into a repayment plan or requested a hearing before the  
35 executive board. If the unit's owner or his or her successor in interest  
36 requests a hearing or enters into a repayment plan within 30 days after  
37 the date on which the information described in paragraph (a) is mailed  
38 or delivered by electronic transmission, as applicable, and is  
39 unsuccessful at the hearing or fails to make a payment under the  
40 repayment plan within 10 days after the due date, the association may  
41 take any lawful action pursuant to subsection 1 to enforce its lien.

42 5. The association may not foreclose a lien by sale if the  
43 association has not mailed a copy of the notice of default and election  
44 to sell and a copy of the notice of sale to each holder of a security  
45 interest on the unit in the manner and subject to the requirements set



1 forth in subsection 2 of NRS 116.31163 and paragraph (d) of  
2 subsection 1 of NRS 116.311635.

3 6. The association may not foreclose a lien by sale based on a  
4 fine or penalty for a violation of the governing documents of the  
5 association unless:

6 (a) The violation poses an imminent threat of causing a  
7 substantial adverse effect on the health, safety or welfare of the units'  
8 owners or residents of the common-interest community; or

9 (b) The penalty is imposed for failure to adhere to a schedule  
10 required pursuant to NRS 116.310305.

11 7. The association may not foreclose a lien by sale if the  
12 association has received notice pursuant to NRS 107.086 that the unit  
13 is subject to foreclosure mediation pursuant to that section, unless:

14 (a) The trustee of record has recorded the certificate provided to  
15 the trustee pursuant to subparagraph (1) or (2) of paragraph (e) of  
16 subsection 2 of NRS 107.086; or

17 (b) The unit's owner has failed to pay to the association any  
18 amounts enforceable as assessments pursuant to subsection 1 of NRS  
19 116.3116 that become due during the pendency of foreclosure  
20 mediation pursuant to NRS 107.086, other than past due obligations  
21 as described in subsection 11 of NRS 107.086.

22 **Sec. 15.** Chapter 118A of NRS is hereby amended by adding  
23 thereto the provisions set forth as sections 16 to 18.7, inclusive, of  
24 this act.

25 **Sec. 16.** *"Federal worker" has the meaning ascribed to it in*  
26 *section 3 of this act.*

27 **Sec. 17.** *"Shutdown" has the meaning ascribed to it in section*  
28 *4 of this act.*

29 **Sec. 18.** *"State worker" has the meaning ascribed to it in*  
30 *section 5 of this act.*

31 **Sec. 18.5.** *"Tribal worker" has the meaning ascribed to it in*  
32 *section 5.5 of this act.*

33 **Sec. 18.7. 1.** *If a shutdown continues for a period of 30 days*  
34 *or more, the landlord may petition the court for relief from the*  
35 *requirements prescribed in subsection 4 of NRS 40.251 and*  
36 *subsection 2 of NRS 118A.310 on the basis that the requirements*  
37 *impose an undue hardship on the landlord. In determining whether*  
38 *to grant relief from these requirements, the court may consider,*  
39 *without limitation:*

40 (a) *The mortgage on the property and the risk of foreclosure;*  
41 *and*

42 (b) *Any additional financial responsibilities of the landlord,*  
43 *including, without limitation:*

44 (1) *Child support or alimony;*

45 (2) *Educational costs which must be paid by the landlord;*



1           (3) *Motor vehicle payments, student loans, medical bills and*  
2 *payment plans; and*

3           (4) *Any costs associated with the continued operation of a*  
4 *business of the landlord.*

5           2. *If the court grants relief pursuant to subsection 1:*

6           (a) *The parties may modify the terms of the rental agreement;*  
7 *or*

8           (b) *The landlord may terminate the rental agreement and*  
9 *commence eviction proceedings in accordance with the provisions*  
10 *of chapter 40 of NRS.*

11       **Sec. 19.** NRS 118A.020 is hereby amended to read as follows:

12       118A.020 As used in this chapter, unless the context otherwise  
13 requires, the terms defined in NRS 118A.030 to 118A.170, inclusive,  
14 *and sections 16 to 18.5, inclusive, of this act* have the meanings  
15 ascribed to them in those sections.

16       **Sec. 20.** NRS 118A.310 is hereby amended to read as follows:

17       118A.310 *1.* A tenant shall, as basic obligations under this  
18 chapter:

19       ~~{1.—Comply}~~

20       (a) *Except as otherwise provided in subsection 2, comply* with  
21 the terms of the rental agreement;

22       ~~{2.}~~ (b) Keep that part of the premises which is occupied and  
23 used as clean and safe as the condition of the premises permit;

24       ~~{3.}~~ (c) Dispose of all ashes, garbage, rubbish and other waste  
25 from the dwelling unit in a clean and safe manner;

26       ~~{4.}~~ (d) Keep all plumbing fixtures in the dwelling unit as clean  
27 as their condition permits;

28       ~~{5.}~~ (e) Use in a reasonable manner all electrical, plumbing,  
29 sanitary, heating, ventilating, air-conditioning and other facilities and  
30 appliances, including elevators, in the premises;

31       ~~{6.}~~ (f) Not deliberately or negligently render the premises  
32 uninhabitable or destroy, deface, damage, impair or remove any part  
33 of the premises or knowingly permit any person to do so; and

34       ~~{7.}~~ (g) Conduct himself or herself and require other persons on  
35 the premises with his or her consent to conduct themselves in a  
36 manner that will not disturb a neighbor's peaceful enjoyment of the  
37 premises.

38       2. *Except as otherwise provided in section 18.7 of this act:*

39       (a) *Any term of a rental agreement requiring the payment of*  
40 *rent at a specified time pursuant to NRS 118A.210 is unenforceable*  
41 *against a tenant who is a federal worker, tribal worker, state worker*  
42 *or household member of such a worker during a shutdown.*

43       (b) *If the terms of a rental agreement require the payment of*  
44 *rent at a specified time, the landlord shall accept payment of rent*  
45 *for the period in which a federal or state agency or tribal*



1 *government was experiencing a shutdown from such a tenant for a*  
2 *period not to exceed 30 days after the end of the shutdown.*

3 **Sec. 21.** NRS 118A.510 is hereby amended to read as follows:

4 118A.510 1. Except as otherwise provided in subsection 3, the  
5 landlord may not, in retaliation, terminate a tenancy, refuse to renew  
6 a tenancy, increase rent or decrease essential items or services  
7 required by the rental agreement or this chapter, or bring or threaten  
8 to bring an action for possession if:

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

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

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

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

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

24 (f) The tenant has failed or refused to give written consent to a  
25 regulation adopted by the landlord, after the tenant enters into the  
26 rental agreement, which requires the landlord to wait until the  
27 appropriate time has elapsed before it is enforceable against the  
28 tenant;

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

35 (h) The tenant or, if applicable, a cotenant or household member,  
36 is a victim of domestic violence, harassment, sexual assault or  
37 stalking or terminates a rental agreement pursuant to NRS 118A.345  
38 ~~or~~; *or*

39 (i) *Except as otherwise provided in section 18.7 of this act, the*  
40 *tenant is a federal worker, tribal worker, state worker or household*  
41 *member of such a worker and the tenant pays rent during the time*  
42 *specified in subsection 2 of NRS 118A.310.*

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



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

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

7 (b) The tenancy is terminated with cause;

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

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

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

17 4. As used in this section:

18 (a) "Cotenant" has the meaning ascribed to it in NRS 118A.345.

19 (b) "Domestic violence" has the meaning ascribed to it in  
20 NRS 118A.345.

21 (c) "Harassment" means a violation of NRS 200.571.

22 (d) "Household member" has the meaning ascribed to it in  
23 NRS 118A.345.

24 (e) "Sexual assault" means a violation of NRS 200.366.

25 (f) "Stalking" means a violation of NRS 200.575.

26 **Sec. 22.** Chapter 118B of NRS is hereby amended by adding  
27 thereto the provisions set forth as sections 23, 24 and 25 of this act.

28 **Sec. 23.** *"Federal worker" has the meaning ascribed to it in*  
29 *section 3 of this act.*

30 **Sec. 24.** *"Shutdown" has the meaning ascribed to it in section*  
31 *4 of this act.*

32 **Sec. 25.** *"State worker" has the meaning ascribed to it in*  
33 *section 5 of this act.*

34 **Sec. 25.5.** *"Tribal worker" has the meaning ascribed to it in*  
35 *section 5.5 of this act.*

36 **Sec. 26.** NRS 118B.140 is hereby amended to read as follows:

37 118B.140 1. Except as otherwise provided in subsection 2, the  
38 landlord or his or her agent or employee shall not:

39 (a) Require a person to purchase a manufactured home from the  
40 landlord or any other person as a condition to renting a manufactured  
41 home lot to the purchaser or give an adjustment of rent or fees, or  
42 provide any other incentive to induce the purchase of a manufactured  
43 home from the landlord or any other person.

44 (b) Charge or receive:



1 (1) Any entrance or exit fee for assuming or leaving  
2 occupancy of a manufactured home lot.

3 (2) Any transfer or selling fee or commission as a condition to  
4 permitting a tenant to sell his or her manufactured home or  
5 recreational vehicle within the manufactured home park, even if the  
6 manufactured home or recreational vehicle is to remain within the  
7 park, unless the landlord is licensed as a dealer of manufactured  
8 homes pursuant to NRS 489.311 and has acted as the tenant's agent  
9 in the sale pursuant to a written contract.

10 (3) Any fee for the tenant's spouse or children.

11 (4) Any fee for pets kept by a tenant in the park. If special  
12 facilities or services are provided, the landlord may also charge a fee  
13 reasonably related to the cost of maintenance of the facility or service  
14 and the number of pets kept in the facility.

15 (5) Any additional service fee unless the landlord provides an  
16 additional service which is needed to protect the health and welfare  
17 of the tenants, and written notice advising each tenant of the  
18 additional fee is sent to the tenant 90 days in advance of the first  
19 payment to be made, and written notice of the additional fee is given  
20 to prospective tenants on or before commencement of their tenancy.  
21 A tenant may only be required to pay the additional service fee for  
22 the duration of the additional service.

23 (6) Any fee for a late monthly rental payment within 4 days  
24 after the date the rental payment is due or which exceeds \$5 for each  
25 day, excluding Saturdays, Sundays and legal holidays, which the  
26 payment is overdue, beginning on the day after the payment was due.  
27 Any fee for late payment of charges for utilities must be in accordance  
28 with the requirements prescribed by the Public Utilities Commission  
29 of Nevada.

30 (7) *Any fee for a late monthly rental payment by a federal*  
31 *worker, tribal worker, state worker or household member of such a*  
32 *worker during a shutdown.*

33 (8) Any fee, surcharge or rent increase to recover from his or  
34 her tenants the costs resulting from converting from a master-metered  
35 water system to individual water meters for each manufactured home  
36 lot.

37 ~~(8)~~ (9) Any fee, surcharge or rent increase to recover from  
38 his or her tenants any amount that exceeds the amount of the cost for  
39 a governmentally mandated service or tax that was paid by the  
40 landlord.

41 2. Except for the provisions of subparagraphs (3), (4), (6) and  
42 ~~(8)~~ (9) of paragraph (b) of subsection 1, the provisions of this  
43 section do not apply to a corporate cooperative park.



1       **Sec. 27.** NRS 118B.150 is hereby amended to read as follows:  
2       118B.150 1. Except as otherwise provided in subsections 2  
3 and 3, the landlord or his or her agent or employee shall not:

4       (a) Increase rent or additional charges unless:

5       (1) The rent charged after the increase is the same rent charged  
6 for manufactured homes of the same size or lots of the same size or  
7 of a similar location within the park, including, without limitation,  
8 manufactured homes and lots which are held pursuant to a long-term  
9 lease, except that a discount may be selectively given to persons who:

10       (I) Are handicapped;

11       (II) Are 55 years of age or older;

12       (III) Are long-term tenants of the park if the landlord has  
13 specified in the rental agreement or lease the period of tenancy  
14 required to qualify for such a discount;

15       (IV) Pay their rent in a timely manner; or

16       (V) Pay their rent by check, money order or electronic  
17 means;

18       (2) Any increase in additional charges for special services is  
19 the same amount for each tenant using the special service; and

20       (3) Written notice advising a tenant of the increase is received  
21 by the tenant 90 days before the first payment to be increased and  
22 written notice of the increase is given to prospective tenants before  
23 commencement of their tenancy. In addition to the notice provided to  
24 a tenant pursuant to this subparagraph, if the landlord or his or her  
25 agent or employee knows or reasonably should know that the tenant  
26 receives assistance from the Account, the landlord or his or her agent  
27 or employee shall provide to the Administrator written notice of the  
28 increase 90 days before the first payment to be increased.

29       (b) Require a tenant to pay for an improvement to the common  
30 area of a manufactured home park unless the landlord is required to  
31 make the improvement pursuant to an ordinance of a local  
32 government.

33       (c) Require a tenant to pay for a capital improvement to the  
34 manufactured home park unless the tenant has notice of the  
35 requirement at the time the tenant enters into the rental agreement. A  
36 tenant may not be required to pay for a capital improvement after the  
37 tenant enters into the rental agreement unless the tenant consents to it  
38 in writing or is given 60 days' notice of the requirement in writing.  
39 The landlord may not establish such a requirement unless a meeting  
40 of the tenants is held to discuss the proposal and the landlord provides  
41 each tenant with notice of the proposal and the date, time and place  
42 of the meeting not less than 60 days before the meeting. The notice  
43 must include a copy of the proposal. A notice in a periodic publication  
44 of the park does not constitute notice for the purposes of this  
45 paragraph.





1 (d) Require a tenant to pay the rent by check or money order.

2 (e) Require a tenant who pays the rent in cash to apply any change  
3 to which the tenant is entitled to the next periodic payment that is due.  
4 The landlord or his or her agent or employee shall have an adequate  
5 amount of money available to provide change to such a tenant.

6 (f) Prohibit or require fees or deposits for any meetings held in  
7 the park's community or recreational facility by the tenants or  
8 occupants of any manufactured home or recreational vehicle in the  
9 park to discuss the park's affairs, or any political meeting sponsored  
10 by a tenant, if the meetings are held at reasonable hours and when the  
11 facility is not otherwise in use, or prohibit the distribution of notices  
12 of those meetings.

13 (g) Interrupt, with the intent to terminate occupancy, any utility  
14 service furnished the tenant except for nonpayment of utility charges  
15 when due. Any landlord who violates this paragraph is liable to the  
16 tenant for actual damages.

17 (h) Prohibit a tenant from having guests, but the landlord may  
18 require the tenant to register the guest within 48 hours after his or her  
19 arrival, Sundays and legal holidays excluded, and if the park is a  
20 secured park, a guest may be required to register upon entering and  
21 leaving.

22 (i) Charge a fee for a guest who does not stay with the tenant for  
23 more than a total of 60 days in a calendar year. The tenant of a  
24 manufactured home lot who is living alone may allow one other  
25 person to live in his or her home without paying an additional charge  
26 or fee, unless such a living arrangement constitutes a violation of  
27 chapter 315 of NRS. No agreement between a tenant and his or her  
28 guest alters or varies the terms of the rental contract between the  
29 tenant and the landlord, and the guest is subject to the rules and  
30 regulations of the landlord.

31 (j) Prohibit a tenant from erecting a fence on the tenant's lot if the  
32 fence complies with any standards for fences established by the  
33 landlord, including limitations established for the location and height  
34 of fences, the materials used for fences and the manner in which  
35 fences are to be constructed.

36 (k) Prohibit any tenant from soliciting membership in any  
37 association which is formed by the tenants who live in the park. As  
38 used in this paragraph, "solicit" means to make an oral or written  
39 request for membership or the payment of dues or to distribute,  
40 circulate or post a notice for payment of those dues.

41 (l) Prohibit a public officer, candidate for public office or the  
42 representative of a public officer or candidate for public office from  
43 walking through the park to talk with the tenants or distribute political  
44 material.



1 (m) If a tenant has voluntarily assumed responsibility to trim the  
2 trees on his or her lot, require the tenant to trim any particular tree  
3 located on the lot or dispose of the trimmings unless a danger or  
4 hazard exists.

5 (n) *Charge a fee for a late monthly rental payment by a federal*  
6 *worker, tribal worker, state worker or household member of such a*  
7 *worker during a shutdown.*

8 2. The landlord is entitled to require a security deposit from a  
9 tenant who wants to use the manufactured home park's clubhouse,  
10 swimming pool or other park facilities for the tenant's exclusive use.  
11 The landlord may require the deposit at least 1 week before the use.  
12 The landlord shall apply the deposit to costs which occur due to  
13 damage or cleanup from the tenant's use within 1 week after the use,  
14 if any, and shall, on or before the eighth day after the use, refund any  
15 unused portion of the deposit to the tenant making the deposit. The  
16 landlord is not required to place such a deposit into a financial  
17 institution or to pay interest on the deposit.

18 3. The provisions of paragraphs (a), (b), (c), (j) and (m) of  
19 subsection 1 do not apply to a corporate cooperative park.

20 4. As used in this section, "long-term lease" means a rental  
21 agreement or lease the duration of which exceeds 12 months.

22 **Sec. 28.** NRS 118B.200 is hereby amended to read as follows:

23 118B.200 1. Notwithstanding the expiration of a period of a  
24 tenancy or service of a notice pursuant to subsection 1 of NRS  
25 118B.190, the rental agreement described in NRS 118B.190 may not  
26 be terminated except on one or more of the following grounds:

27 (a) ~~Failure~~ *Except as otherwise provided in subsection 3,*  
28 *failure* of the tenant to pay rent, utility charges or reasonable service  
29 fees within 10 days after written notice of delinquency served upon  
30 the tenant in the manner provided in NRS 40.280;

31 (b) Failure of the tenant to correct any noncompliance with a law,  
32 ordinance or governmental regulation pertaining to manufactured  
33 homes or recreational vehicles or a valid rule or regulation established  
34 pursuant to NRS 118B.100 or to cure any violation of the rental  
35 agreement within a reasonable time after receiving written  
36 notification of noncompliance or violation;

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

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

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



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

- 4 (1) Discharge of a weapon;
- 5 (2) Prostitution;
- 6 (3) Illegal drug manufacture or use;
- 7 (4) Child molestation or abuse;
- 8 (5) Elder molestation or abuse;
- 9 (6) Property damage as a result of vandalism; and
- 10 (7) Operating a motor vehicle while under the influence of  
11 alcohol or any other controlled substance; or

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

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

17 2. A tenant who is not a natural person and who has received  
18 three or more 10-day notices to surrender for failure to pay rent in the  
19 preceding 12-month period may have his or her tenancy terminated  
20 by the landlord for habitual failure to pay timely rent.

21 *3. A rental agreement may not be terminated for failure of the*  
22 *tenant to pay rent if the tenant provides proof to the landlord that*  
23 *he or she is a federal worker, tribal worker, state worker or*  
24 *household member of such a worker during a shutdown.*

25 **Sec. 29.** NRS 118B.210 is hereby amended to read as follows:

26 118B.210 1. The landlord shall not terminate a tenancy, refuse  
27 to renew a tenancy, increase rent or decrease services the landlord  
28 normally supplies, or bring or threaten to bring an action for  
29 possession of a manufactured home lot as retaliation upon the tenant  
30 because:

31 (a) The tenant has complained in good faith about a violation of  
32 a building, safety or health code or regulation pertaining to a  
33 manufactured home park to the governmental agency responsible for  
34 enforcing the code or regulation.

35 (b) The tenant has complained to the landlord concerning the  
36 maintenance, condition or operation of the park or a violation of any  
37 provision of NRS 118B.040 to 118B.220, inclusive, or 118B.240.

38 (c) The tenant has organized or become a member of a tenants'  
39 league or similar organization.

40 (d) The tenant has requested the reduction in rent required by:

- 41 (1) NRS 118.165 as a result of a reduction in property taxes.
- 42 (2) NRS 118B.153 when a service, utility or amenity is  
43 decreased or eliminated by the landlord.

44 (e) *The tenant provides the proof required by subsection 3 of*  
45 *NRS 118B.200.*



1 (f) A citation has been issued to the landlord as the result of a  
2 complaint of the tenant.

3 ~~[(f)]~~ (g) In a judicial proceeding or arbitration between the  
4 landlord and the tenant, an issue has been determined adversely to the  
5 landlord.

6 2. A landlord, manager or assistant manager of a manufactured  
7 home park shall not willfully harass a tenant.

8 3. A tenant shall not willfully harass a landlord, manager or  
9 assistant manager of a manufactured home park or an employee or  
10 agent of the landlord.

11 4. As used in this section, "harass" means to threaten or  
12 intimidate, through words or conduct, with the intent to affect the  
13 terms or conditions of a tenancy or a person's exercise of his or her  
14 rights pursuant to this chapter.

15 **Sec. 30.** Chapter 482 of NRS is hereby amended by adding  
16 thereto a new section to read as follows:

17 *1. Notwithstanding any other provision of law and except as*  
18 *otherwise ordered by a court of competent jurisdiction, if a person*  
19 *liable on a security agreement provides proof that he or she is a*  
20 *federal worker, tribal worker, state worker or household member of*  
21 *such a worker and a shutdown is occurring or has occurred, a*  
22 *person shall not repossess or direct or authorize another person to*  
23 *repossess a vehicle of that person during the period commencing on*  
24 *the date on which a shutdown begins and ending on the date that is*  
25 *30 days after the date on which the shutdown ends.*

26 *2. Any person who knowingly repossesses a vehicle or*  
27 *authorizes another person to repossess a vehicle in violation of this*  
28 *section:*

29 *(a) Is guilty of a misdemeanor; and*

30 *(b) May be liable for actual damages, reasonable attorney's fees*  
31 *and costs incurred by the injured party.*

32 *3. In imposing liability pursuant to paragraph (b) of*  
33 *subsection 2, a court shall, when determining whether to reduce*  
34 *such liability, take into consideration any due diligence used by the*  
35 *person before he or she repossessed a vehicle or directed or*  
36 *authorized another person to repossess a vehicle.*

37 *4. As used in this section:*

38 *(a) "Federal worker" has the meaning ascribed to it in section*  
39 *3 of this act.*

40 *(b) "Shutdown" has the meaning ascribed to it in section 4 of*  
41 *this act.*

42 *(c) "State worker" has the meaning ascribed to it in section 5 of*  
43 *this act.*

44 *(d) "Tribal worker" has the meaning ascribed to it in section 5.5*  
45 *of this act.*



1       **Sec. 30.5.** NRS 482.516 is hereby amended to read as follows:

2       482.516 1. Any provision in any security agreement for the  
3 sale or lease of a vehicle to the contrary notwithstanding, at least 10  
4 days' written notice of intent to sell or again lease a repossessed  
5 vehicle must be given to all persons liable on the security agreement.  
6 The notice must be given in person or sent by mail directed to the  
7 address of the persons shown on the security agreement, unless such  
8 persons have notified the holder in writing of a different address.

9       2. The notice:

10      (a) Must *inform such persons of the provisions of section 30 of*  
11 *this act;*

12      (b) *Must* set forth that there is a right to redeem the vehicle and  
13 the total amount required as of the date of the notice to redeem;

14      ~~(b)~~ (c) May inform such persons of their privilege of  
15 reinstatement of the security agreement, if the holder extends such a  
16 privilege;

17      ~~(e)~~ (d) Must give notice of the holder's intent to resell or again  
18 lease the vehicle at the expiration of 10 days from the date of giving  
19 or mailing the notice;

20      ~~(d)~~ (e) Must disclose the place at which the vehicle will be  
21 returned to the buyer or lessee upon redemption or reinstatement; and

22      ~~(e)~~ (f) Must designate the name and address of the person to  
23 whom payment must be made.

24      3. During the period provided under the notice, the person or  
25 persons liable on the security agreement may pay in full the  
26 indebtedness evidenced by the security agreement. Such persons are  
27 liable for any deficiency after sale or lease of the repossessed vehicle  
28 only if the notice prescribed by this section is given within 60 days  
29 after repossession and includes an itemization of the balance and of  
30 any costs or fees for delinquency, collection or repossession. In  
31 addition, the notice must either set forth the computation or estimate  
32 of the amount of any credit for unearned finance charges or cancelled  
33 insurance as of the date of the notice or state that such a credit may  
34 be available against the amount due.

35       **Sec. 31.** NRS 702.260 is hereby amended to read as follows:

36       702.260 1. Seventy-five percent of the money in the Fund  
37 must be distributed to the Division of Welfare and Supportive  
38 Services for programs to assist eligible households in paying for  
39 natural gas and electricity. The Division may use not more than 5  
40 percent of the money distributed to it pursuant to this section for its  
41 administrative expenses.

42       2. Except as otherwise provided in NRS 702.150, after  
43 deduction for its administrative expenses, the Division may use the  
44 money distributed to it pursuant to this section only to:



1 (a) Assist eligible households in paying for natural gas and  
2 electricity.

3 (b) Carry out activities related to consumer outreach.

4 (c) Pay for program design.

5 (d) Pay for the annual evaluations conducted pursuant to  
6 NRS 702.280.

7 3. Except as otherwise provided in ~~subsection 4,~~ **subsections 4**  
8 **and 5** to be eligible to receive assistance from the Division pursuant  
9 to this section, a household must have a household income that is not  
10 more than 150 percent of the federally designated level signifying  
11 poverty, as determined by the Division.

12 4. ***In addition to the persons eligible to receive assistance from***  
13 ***the Division pursuant to subsection 3, a household that includes at***  
14 ***least one federal worker, tribal worker or state worker is eligible for***  
15 ***such assistance during a shutdown.***

16 5. The Division is authorized to render emergency assistance to  
17 a household if an emergency related to the cost or availability of  
18 natural gas or electricity threatens the health or safety of one or more  
19 of the members of the household. Such emergency assistance may be  
20 rendered upon the good faith belief that the household is otherwise  
21 eligible to receive assistance pursuant to this section.

22 ~~5.1~~ 6. Before July 1, 2002, if a household is eligible to receive  
23 assistance pursuant to this section, the Division shall determine the  
24 amount of assistance that the household will receive by using the  
25 existing formulas set forth in the state plan for low-income home  
26 energy assistance.

27 ~~6.1~~ 7. On or after July 1, 2002, if a household is eligible to  
28 receive assistance pursuant to this section, the Division:

29 (a) Shall, to the extent practicable, determine the amount of  
30 assistance that the household will receive by determining the amount  
31 of assistance that is sufficient to reduce the percentage of the  
32 household's income that is spent on natural gas and electricity to the  
33 median percentage of household income spent on natural gas and  
34 electricity statewide.

35 (b) May adjust the amount of assistance that the household will  
36 receive based upon such factors as:

37 (1) The income of the household;

38 (2) The size of the household;

39 (3) The type of energy that the household uses; and

40 (4) Any other factor which, in the determination of the  
41 Division, may make the household particularly vulnerable to  
42 increases in the cost of natural gas or electricity.

43 ~~7.1~~ 8. The Division shall adopt regulations to carry out and  
44 enforce the provisions of this section and NRS 702.250.



1 ~~8.1~~ 9. In carrying out the provisions of this section, the Division  
2 shall:

3 (a) Solicit advice from the Housing Division and from other  
4 knowledgeable persons;

5 (b) Identify and implement appropriate delivery systems to  
6 distribute money from the Fund and to provide other assistance  
7 pursuant to this section;

8 (c) Coordinate with other federal, state and local agencies that  
9 provide energy assistance or conservation services to low-income  
10 persons and, to the extent allowed by federal law and to the extent  
11 practicable, use the same simplified application forms as those other  
12 agencies;

13 (d) Establish a process for evaluating the programs conducted  
14 pursuant to this section;

15 (e) Develop a process for making changes to such programs; and

16 (f) Engage in annual planning and evaluation processes with the  
17 Housing Division as required by NRS 702.280.

18 ~~9.1~~ 10. For the purposes of this section ~~["eligible"]~~:

19 (a) *"Eligible household"* includes, without limitation:

20 ~~(a)~~ (1) A tenant of a manufactured home park or mobile home  
21 park subject to the provisions of NRS 704.905 to 704.960, inclusive;  
22 and

23 ~~(b)~~ (2) A tenant who purchases electricity from a landlord as  
24 described in paragraph (c) of subsection 2 of NRS 702.090 based on  
25 the actual usage of electricity by the tenant.

26 (b) *"Federal worker" has the meaning ascribed to it in section*  
27 *3 of this act.*

28 (c) *"Shutdown" has the meaning ascribed to it in section 4 of*  
29 *this act.*

30 (d) *"State worker" has the meaning ascribed to it in section 5 of*  
31 *this act.*

32 (e) *"Tribal worker" has the meaning ascribed to it in section 5.5*  
33 *of this act.*

34 **Sec. 32.** The provisions of this act apply to any contract entered  
35 into:

36 1. Before the effective date of this act that remains in effect on  
37 the effective date of this act.

38 2. On and after the effective date of this act.

39 **Sec. 33.** This act becomes effective upon passage and approval.

