

ASSEMBLY BILL NO. 308—ASSEMBLYMAN FRIERSON

MARCH 16, 2021

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to landlords and tenants. (BDR 10-880)

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

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

AN ACT relating to property; revising provisions relating to late fees; revising certain definitions used in the Residential Landlord and Tenant Act; revising provisions relating to notices of increases in rent; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law authorizes a landlord to charge a reasonable late fee for the late
2 payment of rent as set forth in the rental agreement, but such a late fee must not
3 exceed 5 percent of the amount of the periodic rent and the maximum amount of
4 the late fee must not be increased based upon a late fee that was previously
5 imposed. (NRS 118A.210) **Section 2** of this bill provides that in a tenancy that is
6 longer than week to week, no late fee may be charged or imposed until at least 3
7 calendar days after the date that rent is due.

8 Existing law defines the term “security” for the purposes of the Residential
9 Landlord and Tenant Act. (NRS 118A.240) **Section 3** of this bill changes the term
10 “security” to “security deposit.” **Sections 1, 4-6 and 8-14** of this bill make
11 conforming changes to reflect the changed definition.

12 Existing law prohibits a landlord from increasing the rent payable by a tenant
13 unless the landlord serves the tenant with written notice of the increase: (1) for a
14 periodic tenancy of 1 month or more, 45 days in advance of the first rental payment
15 to be increased; or (2) for a periodic tenancy of less than 1 month, 15 days in
16 advance of the first rental payment to be increased. (NRS 118A.300) **Section 7** of
17 this bill increases the period for providing such notices of increases in rent to: (1)
18 for a periodic tenancy of 1 month or more, 60 days in advance of the first rental
19 payment to be increased; or (2) for a periodic tenancy of less than 1 month, 30 days
20 in advance of the first rental payment to be increased.



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

1 **Section 1.** NRS 118.101 is hereby amended to read as follows:

2 118.101 1. A person may not refuse to:

3 (a) Authorize a person with a disability to make reasonable
4 modifications to a dwelling which he or she occupies or will occupy
5 if:

6 (1) The person with the disability pays for the modifications;
7 and

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

10 (b) Make reasonable accommodations in rules, policies,
11 practices or services if those accommodations are necessary to
12 ensure that the person with the disability may use and enjoy the
13 dwelling.

14 2. A landlord may, as a condition for the authorization of such
15 a modification, reasonably require the person who requests the
16 authorization, upon the termination of his or her occupancy, to
17 restore the dwelling to the condition that existed before the
18 modification, reasonable wear and tear excepted.

19 3. Except as otherwise provided in subsection 4, a landlord
20 may not increase the amount of *a* security *deposit* the landlord
21 customarily requires a person to deposit because that person has
22 requested authorization to modify a dwelling pursuant to
23 subsection 1.

24 4. If a person requests authorization to modify a dwelling
25 pursuant to subsection 1, the landlord may require that person to
26 deposit ~~["a reasonable amount of"]~~ *an additional* security *deposit* in
27 addition to the amount the landlord usually requires if the additional
28 ~~["amount;"]~~ *security deposit*:

29 (a) Is necessary to ensure the restoration of the dwelling
30 pursuant to subsection 2;

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

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

35 5. As used in this section, ~~["security;"]~~ *"security deposit"* has
36 the meaning ascribed to it in NRS 118A.240.

37 **Sec. 2.** NRS 118A.210 is hereby amended to read as follows:

38 118A.210 1. Rent is payable without demand or notice at the
39 time and place agreed upon by the parties.

40 2. Unless the rental agreement establishes a definite term, the
41 tenancy is from week to week in the case of a tenant who pays



1 weekly rent and in all other cases the tenancy is from month to
2 month.

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

4 (a) Rent is payable at the beginning of the tenancy; and
5 (b) Rent for the use and occupancy of a dwelling is the fair
6 rental value for the use and occupancy.

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

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

12 (b) Such a late fee must not exceed 5 percent of the amount of
13 the periodic rent; and

14 ~~[(b)]~~ (c) The maximum amount of the late fee must not be
15 increased based upon a late fee that was previously imposed.

16 **Sec. 3.** NRS 118A.240 is hereby amended to read as follows:

17 118A.240 1. Any payment, deposit, fee or charge that is to be
18 used for any of the following purposes is ~~["security"]~~ a "security
19 *deposit*" and is governed by the provisions of this section and NRS
20 118A.242 and 118A.244:

21 (a) Remedying any default of the tenant in the payments of rent.

22 (b) Repairing damages to the premises other than normal wear
23 caused by the tenant.

24 (c) Cleaning the dwelling unit.

25 2. ~~["Security"]~~ "*Security deposit*" does not include:

26 (a) Any payment, deposit or fee to secure an option to purchase
27 the premises; or

28 (b) Any payment to a corporation qualified under the laws of
29 this State as a surety, guarantor or obligator for a premium paid to
30 secure a surety bond or a similar bond, guarantee or insurance
31 coverage for purposes of securing a tenant's obligations to a
32 landlord as described in NRS 118A.242.

33 **Sec. 4.** NRS 118A.242 is hereby amended to read as follows:

34 118A.242 1. The landlord may not demand or receive a
35 security *deposit* or a surety bond, or a combination thereof,
36 including the last month's rent, whose total amount or value exceeds
37 3 months' periodic rent.

38 2. In lieu of paying all or part of the security *deposit* required
39 by the landlord, a tenant may, if the landlord consents, purchase a
40 surety bond to secure the tenant's obligation to the landlord under
41 the rental agreement to:

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

43 (b) Repair damages to the premises other than normal wear and
44 tear.

45 (c) Clean the dwelling unit.



1 3. The landlord:

2 (a) Is not required to accept a surety bond purchased by the
3 tenant in lieu of paying all or part of the security [redacted] *deposit*; and

4 (b) May not require a tenant to purchase a [redacted] *surety* bond
5 in lieu of paying all or part of the security [redacted] *deposit*.

6 4. Upon termination of the tenancy by either party for any
7 reason, the landlord may claim of the security *deposit* or surety
8 bond, or a combination thereof, only such amounts as are reasonably
9 necessary to remedy any default of the tenant in the payment of rent,
10 to repair damages to the premises caused by the tenant other than
11 normal wear and to pay the reasonable costs of cleaning the
12 premises. The landlord shall provide the tenant with an itemized ,
13 written accounting of the disposition of the security *deposit* or
14 surety bond, or a combination thereof, and return any remaining
15 portion of the security *deposit* to the tenant no later than 30 days
16 after the termination of the tenancy by handing it to the tenant
17 personally at the place where the rent is paid, or by mailing it to the
18 tenant at the tenant's present address or, if that address is unknown,
19 at the tenant's last known address.

20 5. If a tenant disputes an item contained in an itemized , written
21 accounting received from a landlord pursuant to subsection 4, the
22 tenant may send a written response disputing the item to the surety.
23 If the tenant sends the written response within 30 days after
24 receiving the itemized , written accounting, the surety shall not
25 report the claim of the landlord to a credit reporting agency unless
26 the surety obtains a judgment against the tenant.

27 6. If the landlord fails or refuses to return the remainder of a
28 security deposit within 30 days after the end of a tenancy, the
29 landlord is liable to the tenant for damages:

30 (a) In an amount equal to the entire *security* deposit; and

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

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

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

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

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

40 8. Except for an agreement which provides for a nonrefundable
41 charge for cleaning, in a reasonable amount, no rental agreement
42 may contain any provision characterizing any security *deposit* under
43 this section as nonrefundable or any provision waiving or modifying
44 a tenant's rights under this section. Any such provision is void as
45 contrary to public policy.



1 9. The claim of a tenant to *a* security *deposit* to which the
2 tenant is entitled under this chapter takes precedence over the claim
3 of any creditor of the landlord.

4 **Sec. 5.** NRS 118A.244 is hereby amended to read as follows:

5 118A.244 1. Upon termination of the landlord's interest in
6 the dwelling unit, whether by sale, assignment, death, appointment
7 of receiver or otherwise, the landlord or his or her agent shall,
8 within a reasonable time, do one of the following, which relieves the
9 landlord of further liability with respect to the security *deposit* or
10 surety bond, or a combination thereof:

11 (a) Notify the tenant in writing of the name, address and
12 telephone number of the landlord's successor in interest, and that the
13 landlord has transferred to his or her successor in interest the portion
14 of the security *deposit* or surety bond, or combination thereof,
15 remaining after making any deductions allowed under
16 NRS 118A.242.

17 (b) Return to the tenant the portion of the security *deposit*
18 remaining after making any deductions allowed under
19 NRS 118A.242.

20 ↪ The successor has the rights, obligations and liabilities of the
21 former landlord as to any ~~securities which are~~ *portion of the*
22 *security deposit* owed under this section or NRS 118A.242 at the
23 time of transfer.

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

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

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

32 3. Upon the termination of a landlord's interest in the dwelling
33 unit, whether by sale, assignment, death, appointment of receiver or
34 otherwise, the successor in interest:

35 (a) Shall accept the tenant's security *deposit* or surety bond, or a
36 combination thereof; and

37 (b) Shall not require any additional security *deposit* or surety
38 bond, or a combination thereof, from the tenant during the term of
39 the rental agreement.

40 **Sec. 6.** NRS 118A.250 is hereby amended to read as follows:

41 118A.250 The landlord shall deliver to the tenant upon the
42 tenant's request a signed written receipt for the security *deposit* or
43 surety bond, or a combination thereof, and any other payments,
44 deposits or fees, including rent, paid by the tenant and received by



1 the landlord. The tenant may refuse to make rent payments until the
2 landlord tenders the requested receipt.

3 **Sec. 7.** NRS 118A.300 is hereby amended to read as follows:

4 118A.300 The landlord may not increase the rent payable by a
5 tenant unless ~~the~~ *the landlord* serves the tenant with a written
6 notice, ~~45~~ 60 days or, in the case of any periodic tenancy of less
7 than 1 month, ~~15~~ 30 days in advance of the first rental payment to
8 be increased, advising the tenant of the increase.

9 **Sec. 8.** NRS 118A.350 is hereby amended to read as follows:

10 118A.350 1. Except as otherwise provided in this chapter, if
11 the landlord fails to comply with the rental agreement, the tenant
12 shall deliver a written notice to the landlord specifying the acts and
13 omissions constituting the breach and stating that the rental
14 agreement will terminate as provided in this section. If the breach is
15 remediable and the landlord adequately remedies the breach or uses
16 his or her best efforts to remedy the breach within 14 days after
17 receipt of the notice, the rental agreement does not terminate by
18 reason of the breach. If the landlord fails to remedy the breach or
19 make a reasonable effort to do so within the prescribed time, the
20 tenant may:

21 (a) Terminate the rental agreement immediately.

22 (b) Recover actual damages.

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

25 2. The tenant may not terminate the rental agreement for a
26 condition caused by the tenant's own deliberate or negligent act or
27 omission or that of a member of his or her household or other person
28 on the premises with his or her consent.

29 3. If the rental agreement is terminated, the landlord shall
30 return all prepaid rent and *any* security *deposit* recoverable by the
31 tenant under this chapter.

32 4. A tenant may not proceed under this section unless the
33 tenant has given notice as required by subsection 1, except that the
34 tenant may, without giving that notice, recover damages under
35 paragraph (b) of subsection 1 if the landlord:

36 (a) Admits to the court that the landlord had knowledge of the
37 condition constituting the breach; or

38 (b) Has received written notice of that condition from a
39 governmental agency authorized to inspect for violations of
40 building, housing or health codes.

41 **Sec. 9.** NRS 118A.355 is hereby amended to read as follows:

42 118A.355 1. Except as otherwise provided in this chapter, if
43 a landlord fails to maintain a dwelling unit in a habitable condition
44 as required by this chapter, the tenant shall deliver a written notice
45 to the landlord specifying each failure by the landlord to maintain



1 the dwelling unit in a habitable condition and requesting that the
2 landlord remedy the failures. If a failure is remediable and the
3 landlord adequately remedies the failure or uses his or her best
4 efforts to remedy the failure within 14 days after receipt of the
5 notice, the tenant may not proceed under this section. If the landlord
6 fails to remedy a material failure to maintain the dwelling unit in a
7 habitable condition or to make a reasonable effort to do so within
8 the prescribed time, the tenant may:

9 (a) Terminate the rental agreement immediately.

10 (b) Recover actual damages.

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

13 (d) Withhold any rent that becomes due without incurring late
14 fees, charges for notice or any other charge or fee authorized by this
15 chapter or the rental agreement until the landlord has remedied, or
16 has attempted in good faith to remedy, the failure.

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

18 (a) For a condition caused by the tenant's own deliberate or
19 negligent act or omission or that of a member of his or her
20 household or other person on the premises with his or her consent;
21 or

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

26 3. If the rental agreement is terminated, the landlord shall
27 return all prepaid rent and *any* security *deposited* recoverable by the
28 tenant under this chapter.

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

32 (a) Recover damages under paragraph (b) of subsection 1 if the
33 landlord:

34 (1) Admits to the court that the landlord had knowledge of
35 the condition constituting the failure to maintain the dwelling in a
36 habitable condition; or

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

40 (b) Withhold rent under paragraph (d) of subsection 1 if the
41 landlord:

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



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

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

10 **Sec. 10.** NRS 118A.370 is hereby amended to read as follows:

11 118A.370 If the landlord fails to deliver possession of the
12 dwelling unit to the tenant as provided in this chapter, rent abates
13 until possession is delivered as required, and the tenant may:

14 1. Terminate the rental agreement upon at least 5 days' written
15 notice to the landlord and upon termination the landlord shall return
16 all prepaid rent, *any* security *deposit* recoverable under this chapter,
17 and any payment, deposit, fee or charge to secure the execution of
18 the rental agreement; or

19 2. Demand performance of the rental agreement by the
20 landlord and, if the tenant elects, maintain an action for possession
21 of the dwelling unit against the landlord or any person wrongfully in
22 possession and recover the actual damages sustained. If the landlord
23 has exercised due diligence to evict the holdover tenant or remedy
24 the condition keeping the new tenant from taking possession, the
25 landlord is not liable for damages; or

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

28 **Sec. 11.** NRS 118A.390 is hereby amended to read as follows:

29 118A.390 1. If the landlord unlawfully removes the tenant
30 from the premises or excludes the tenant by blocking or attempting
31 to block the tenant's entry upon the premises, willfully interrupts or
32 causes or permits the interruption of any essential item or service
33 required by the rental agreement or this chapter or otherwise
34 recovers possession of the dwelling unit in violation of NRS
35 118A.480, the tenant may recover immediate possession pursuant to
36 subsection 4, proceed under NRS 118A.380 or terminate the rental
37 agreement and, in addition to any other remedy, recover the tenant's
38 actual damages, receive an amount not greater than \$2,500 to be
39 fixed by the court, or both.

40 2. In determining the amount, if any, to be awarded under
41 subsection 1, the court shall consider:

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

43 (b) The course of conduct between the landlord and the tenant;
44 and



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

3 3. If the rental agreement is terminated pursuant to subsection
4 1, the landlord shall return all prepaid rent and *any* security *deposit*
5 recoverable under this chapter.

6 4. Except as otherwise provided in subsection 5, the tenant may
7 recover immediate possession of the premises from the landlord by
8 filing a verified complaint for expedited relief for the unlawful
9 removal or exclusion of the tenant from the premises, the willful
10 interruption of any essential item or service or the recovery of
11 possession of the dwelling unit in violation of NRS 118A.480.

12 5. A verified complaint for expedited relief:

13 (a) Must be filed with the court within 5 judicial days after the
14 date of the unlawful act by the landlord, and the verified complaint
15 must be dismissed if it is not timely filed. If the verified complaint
16 for expedited relief is dismissed pursuant to this paragraph, the
17 tenant retains the right to pursue all other available remedies against
18 the landlord.

19 (b) May be consolidated with any action for summary eviction
20 or unlawful detainer that is already pending between the landlord
21 and tenant.

22 6. The court shall conduct a hearing on the verified complaint
23 for expedited relief not later than 3 judicial days after the filing of
24 the verified complaint for expedited relief. Before or at the
25 scheduled hearing, the tenant must provide proof that the landlord
26 has been properly served with a copy of the verified complaint for
27 expedited relief. Upon the hearing, if it is determined that the
28 landlord has violated any of the provisions of subsection 1, the court
29 may:

30 (a) Order the landlord to restore to the tenant the premises or
31 essential items or services, or both;

32 (b) Award damages pursuant to subsection 1; and

33 (c) Enjoin the landlord from violating the provisions of
34 subsection 1 and, if the circumstances so warrant, hold the landlord
35 in contempt of court.

36 7. The payment of all costs and official fees must be deferred
37 for any tenant who files a verified complaint for expedited relief.
38 After any hearing and not later than final disposition of the filing or
39 order, the court shall assess the costs and fees against the party that
40 does not prevail, except that the court may reduce them or waive
41 them, as justice may require.

42 **Sec. 12.** NRS 118A.400 is hereby amended to read as follows:

43 118A.400 1. If the dwelling unit or premises are damaged or
44 destroyed by fire or casualty to an extent that enjoyment of the
45 dwelling unit is substantially impaired, the landlord may terminate



1 the rental agreement and the tenant may, in addition to any other
2 remedy:

3 (a) Immediately vacate the premises and notify the landlord
4 within 7 days thereafter of the tenant's intention to terminate the
5 rental agreement, in which case the rental agreement terminates as
6 of the date of vacating.

7 (b) If continued occupancy is lawful, vacate any part of the
8 dwelling unit rendered unusable by the fire or casualty, in which
9 case the tenant's liability for rent is reduced in proportion to the
10 diminution in the fair rental value of the dwelling unit or lack of use
11 of the dwelling unit.

12 2. If the rental agreement is terminated, the landlord shall
13 return all prepaid rent and *any* security *deposit* recoverable under
14 this chapter. Accounting for rent in the event of termination or such
15 continued occupancy shall be made as of the date the premises were
16 vacated.

17 3. This section does not apply if it is determined that the fire or
18 casualty were caused by deliberate or negligent acts of the tenant, a
19 member of his or her household or other person on the premises
20 with his or her consent.

21 **Sec. 13.** NRS 118A.440 is hereby amended to read as follows:
22 118A.440 If the tenant's failure to perform basic obligations
23 under this chapter can be remedied by repair, replacement of a
24 damaged item or cleaning, and the tenant fails to use his or her best
25 efforts to comply within 14 days after written notice by the landlord
26 specifying the breach and requesting that the tenant remedy it within
27 that period of time or more promptly if conditions require in case of
28 emergency, the landlord may enter the dwelling unit and cause the
29 work to be done in a workmanlike manner and submit the itemized
30 bill for the actual and reasonable cost, or the fair and reasonable
31 value of the work. The itemized bill ~~[shall]~~ *must* be paid as rent on
32 the next date periodic rent is due, or if the rental agreement has
33 terminated, may be submitted to the tenant for immediate payment
34 or deducted from the security ~~[]~~ *deposit*.

35 **Sec. 14.** NRS 40.253 is hereby amended to read as follows:
36 40.253 1. Except as otherwise provided in subsection 12, in
37 addition to the remedy provided in NRS 40.2512 and 40.290 to
38 40.420, inclusive, when the tenant of any dwelling, apartment,
39 mobile home or recreational vehicle with periodic rent reserved by
40 the month or any shorter period is in default in payment of the rent,
41 the landlord or the landlord's agent may cause to be served a notice
42 in writing, requiring in the alternative the payment of the rent or the
43 surrender of the premises:

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



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

5 ➤ As used in this subsection, "day of service" means the day the
6 landlord or the landlord's agent personally delivers the notice to the
7 tenant. If personal service was not so delivered, the "day of service"
8 means the day the notice is delivered, after posting and mailing
9 pursuant to subsection 2, to the sheriff or constable for service if the
10 request for service is made before noon. If the request for service by
11 the sheriff or constable is made after noon, the "day of service" shall
12 be deemed to be the day next following the day that the request is
13 made for service by the sheriff or constable.

14 2. A landlord or the landlord's agent who serves a notice to a
15 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
16 deliver the notice in person in the manner set forth in subsection 2 of
17 NRS 40.2542. If the notice cannot be delivered in person, the
18 landlord or the landlord's agent:

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

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

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

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

34 (b) Advise the tenant:

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

40 (2) That if the court determines that the tenant is guilty of an
41 unlawful detainer, the court may issue a summary order for removal
42 of the tenant or an order providing for the nonadmittance of the
43 tenant, directing the sheriff or constable of the county to post the
44 order in a conspicuous place on the premises not later than 24 hours
45 after the order is received by the sheriff or constable. The sheriff or



1 constable shall remove the tenant not earlier than 24 hours but not
2 later than 36 hours after the posting of the order; and

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

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

14 5. Upon noncompliance with the notice:

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

27 (1) The date the tenancy commenced.

28 (2) The amount of periodic rent reserved.

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

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

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

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

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

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

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

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



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

23 7. The tenant may, upon payment of the appropriate fees
24 relating to the filing and service of a motion, file a motion with the
25 court, on a form provided by the clerk of the court, to dispute the
26 amount of the costs, if any, claimed by the landlord pursuant to NRS
27 118A.460 for the inventory, moving and storage of personal
28 property left on the premises. The motion must be filed within 20
29 days after the summary order for removal of the tenant or the
30 abandonment of the premises by the tenant, or within 20 days after:

31 (a) The tenant has vacated or been removed from the premises;
32 and

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

35 ↪ whichever is later.

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

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



1 (b) Order the release of the tenant's property upon the payment
2 of the charges determined to be due or if no charges are determined
3 to be due.

4 9. The tenant may, upon payment of the appropriate fees
5 relating to the filing and service of a motion, file a motion with the
6 court on a form provided by the clerk of court to dispute the
7 reasonableness of the actions of a landlord pursuant to subsection 3
8 of NRS 118A.460. The motion must be filed within 5 days after the
9 tenant has vacated or been removed from the premises. Upon the
10 filing of a motion pursuant to this subsection, the court shall
11 schedule a hearing on the motion. The hearing must be held within 5
12 days after the filing of the motion. The court shall affix the date of
13 the hearing to the motion and order a copy served upon the landlord
14 by the sheriff, constable or other process server. At the hearing, the
15 court may:

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

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

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

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

24 (b) The course of conduct between the landlord and the tenant;
25 and

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

28 11. A landlord shall not refuse to accept rent from a tenant that
29 is submitted after the landlord or the landlord's agent has served or
30 had served a notice pursuant to subsection 1 if the refusal is based
31 on the fact that the tenant has not paid collection fees, attorney's
32 fees or other costs other than rent, a reasonable charge for late
33 payments of rent or dishonored checks, or a security ~~[-]~~ *deposit*. As
34 used in this subsection, ~~["security"]~~ *"security deposit"* has the
35 meaning ascribed to it in NRS 118A.240.

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

38 (a) The tenant of a mobile home lot in a mobile home park or to
39 the tenant of a recreational vehicle lot in an area of a mobile home
40 park in this State other than an area designated as a recreational
41 vehicle lot pursuant to the provisions of subsection 8 of
42 NRS 40.215.

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



1 13. As used in this section, “close of business” means the close
2 of business of the court that has jurisdiction over the matter.
3 **Sec. 15.** This act becomes effective on July 1, 2021.

