

SENATE BILL NO. 218—SENATOR RATTI

MARCH 11, 2021

Referred to Committee on Judiciary

SUMMARY—Makes various changes relating to property.
(BDR 10-74)

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

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

AN ACT relating to property; establishing and revising various definitions relating to property; establishing provisions relating to fees charged by landlords to prospective tenants; prohibiting landlords from transferring, selling, assigning or reporting to certain agencies information concerning amounts owed by tenants to landlords; establishing provisions relating to circumstances under which a landlord changes its agent, broker or property management company; making various changes relating to fees, fines, deposits and costs paid by tenants; requiring rental agreements to include a grace period for the late payment of rent; requiring a tenant to be served with advance notice of increases in certain fees, fines and costs; revising provisions relating to agents of attorneys who serve certain notices relating to evictions; revising provisions relating to representation in small claims actions; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law provides that a landlord may require a tenant to pay security,
2 defined as a payment, deposit, fee or charge used by the landlord to: (1) remedy a
3 default in the payment of rent by the tenant; (2) repair damage to the premises other
4 than normal wear; and (3) clean the dwelling unit. (NRS 118A.240, 118A.242)
5 Additionally, if reasonable modifications are made to the dwelling unit of a person
6 with a disability, existing law provides that the landlord may require the person to
7 deposit a reasonable amount of security in addition to the amount usually required



8 by the landlord in order to cover the cost of restoring the modified unit to its
9 original condition upon the termination of the tenancy. (NRS 118.101)

10 **Section 26** of this bill repeals the existing definition of "security" in order to
11 establish the independent terms of "cleaning deposit" and "security deposit," as
12 defined in **sections 3 and 5** of this bill, respectively. **Sections 1, 8, 13-15, 16-18**
13 **and 20-23** of this bill make various changes relating to cleaning deposits and
14 security deposits.

15 Existing law requires a landlord to return the security within 30 days after the
16 termination of the tenancy and makes the landlord liable for certain amounts for
17 failing to return the security within this period. (NRS 118A.242) **Section 13** of this
18 bill reduces the period for the return of the security deposit from 30 days to 28
19 days. **Section 13** also provides that if the landlord fails to return the security deposit
20 within the statutory period, the landlord: (1) is liable to the tenant in the amount of
21 the full security deposit; and (2) waives all claims or causes of action relating to the
22 security deposit. Additionally, **section 13** provides that in any action relating to an
23 amount claimed from a security deposit for repairing damage to the premises
24 caused by the tenant, the landlord has the burden of proving: (1) that the damage to
25 the premises occurred during the tenancy; and (2) the actual costs of repair.

26 Existing law defines "normal wear" as deterioration which occurs without
27 negligence, carelessness or abuse of the premises, equipment or chattels by the
28 tenant, a member of the household of the tenant or another person with the consent
29 of the tenant to be on the premises. (NRS 118A.110) **Section 9** of this bill revises
30 the definition of "normal wear" to mean expected deterioration during the course of
31 a tenancy which results from the normal use of the premises by such persons.

32 Existing law requires written rental agreements to contain certain provisions,
33 including provisions concerning the amount of rent and the manner and time of its
34 payment. Existing law also authorizes a landlord to charge a reasonable fee for the
35 late payment of rent. (NRS 118A.200, 118A.210) In addition to the existing
36 provisions required to be included in written rental agreements, **section 10** of this
37 bill requires such rental agreements to include a grace period for the late payment
38 of rent. **Section 11** of this bill prohibits a landlord from charging the fee for the late
39 payment of rent until the expiration of the grace period set forth in the rental
40 agreement. **Section 4** of this bill defines the term "grace period" for such purposes.
41 **Section 10** also requires certain information relating to fees, fines and costs to be:
42 (1) disclosed in writing to the tenant before he or she enters into a written rental
43 agreement or otherwise begins the tenancy; and (2) printed clearly and
44 conspicuously on the first page of the written rental agreement.

45 Existing law places certain prohibitions on rental agreements. (NRS 118A.220)
46 **Section 12** of this bill prohibits rental agreements from requiring tenants to pay any
47 fee, fine or cost except those which are: (1) authorized by statute; or (2) actual and
48 reasonable. **Sections 10, 17-19 and 23** of this bill make conforming changes
49 relating to the limitations on fees, fines and costs.

50 **Section 6.3** of this bill authorizes a landlord to charge a fee for the eviction of a
51 tenant under certain circumstances. Additionally, **section 6** of this bill authorizes a
52 landlord to charge a prospective tenant a single fee for the submission of a rental
53 application, and if multiple prospective tenants submit applications for occupancy
54 of a single dwelling unit, the landlord is limited to charging a single fee.

55 **Section 6.5** of this bill prohibits a landlord from transferring, selling, assigning
56 or reporting to certain agencies any amount owed by the tenant unless the landlord
57 first obtains a judgment for any such amount against the tenant. **Section 6.5**
58 requires the action to be brought: (1) within 8 months after the amount accrues; and
59 (2) as a small claims action, if certain jurisdictional limits apply to the amount
60 owed by the tenant.

61 **Section 6.7** of this bill provides that if a landlord changes its agent, broker or
62 property management company, the landlord or the new agent, broker or company



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63 is required to send certain information to the tenant within 7 business days of the
64 change.

65 Existing law prohibits a landlord from increasing the rent of a tenant unless the
66 tenant is served with advance notice of the increase. (NRS 118A.300) **Section 15.5**
67 of this bill similarly prohibits a landlord from increasing certain fees, fines and
68 costs charged to the tenant unless the tenant is served with advance notice of the
69 increase.

70 Existing law requires a tenant to be served with certain notices relating to
71 evictions. Existing law also provides that certain notices may be served by an agent
72 of an attorney who is licensed in this State if: (1) the attorney has been retained by
73 the landlord in certain actions; and (2) the agent is acting at the direction and under
74 the direct supervision of the attorney. (NRS 40.280) In addition to the existing
75 requirements concerning such agents, **section 24** of this bill prohibits the agent
76 from being employed as a property manager in this State.

77 Existing law authorizes a nongovernmental legal or commercial entity to be
78 represented by its director, officer or employee in an action in small claims court.
79 (NRS 73.012) Similarly, **section 24.5** of this bill authorizes a landlord to be
80 represented by its agent in a small claims action.

81 Finally, **section 25** of this bill provides that a rental agreement entered into
82 before the effective date of this bill is binding upon the parties and may be enforced
83 on or after that date, regardless of whether the provisions of the rental agreement
84 conflict with the amendatory provisions of this bill.

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



1 has requested authorization to modify a dwelling pursuant to
2 subsection 1.

3 4. If a person requests authorization to modify a dwelling
4 pursuant to subsection 1, the landlord may require that person to
5 deposit a ~~reasonable amount of~~ security *deposit* in addition to the
6 ~~amount~~ *security deposit* the landlord usually requires if the
7 additional ~~amount~~ *security deposit*:

8 (a) Is necessary to ensure the restoration of the dwelling
9 pursuant to subsection 2;

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

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

14 5. As used in this section, ~~“security”~~ *“security deposit”* has
15 the meaning ascribed to it in ~~NRS 118A.240~~ *section 5 of this act.*

16 **Sec. 2.** Chapter 118A of NRS is hereby amended by adding
17 thereto the provisions set forth as sections 3 to 6.7, inclusive, of this
18 act.

19 **Sec. 3.** *“Cleaning deposit” means a one-time, nonrefundable*
20 *payment to a landlord for the purpose of cleaning the dwelling*
21 *unit, including, without limitation, any cost associated with*
22 *cleaning the carpet of the dwelling unit.*

23 **Sec. 4.** *“Grace period” means a period of time, not less than*
24 *3 days, during which rent can be paid late by the tenant.*

25 **Sec. 5.** *“Security deposit” means a deposit paid in cash, by*
26 *check or by any other acceptable manner to a landlord for any of*
27 *the following purposes:*

28 1. *Remedying any default of the tenant in the payment of*
29 *periodic rent, including, without limitation, the cost of any fee for*
30 *the late payment of rent.*

31 2. *Repairing damage to the premises caused by the tenant*
32 *other than normal wear.*

33 3. *If the premises is financed in whole or in part from*
34 *assistance provided by a governmental agency, necessary cleaning*
35 *upon the termination of the tenancy, unless the landlord charges*
36 *the tenant a cleaning deposit.*

37 **Sec. 6. 1.** *A landlord may charge a single fee for the*
38 *submission of a rental application by a prospective tenant. If the*
39 *rental application is submitted by multiple prospective tenants who*
40 *intend to occupy one dwelling unit, the landlord may charge only*
41 *a single fee for the submission of the rental applications.*

42 2. *The fee described in subsection 1 must not exceed the*
43 *direct and actual costs of the landlord in processing the*
44 *applications, excluding personnel and administrative costs.*



1 **Sec. 6.3.** *1. Except as otherwise provided in subsection 2, a*
2 *landlord may charge a tenant a fee for the eviction of the tenant.*
3 *The amount of the fee must not exceed the cost for reimbursing*
4 *the costs associated with the action for eviction.*

5 *2. A landlord may not charge the fee described in subsection*
6 *1 if the landlord is the prevailing party in the action for eviction.*

7 **Sec. 6.5.** *1. A landlord may not transfer, sell, assign or*
8 *report to a collection agency or credit reporting agency any*
9 *amount owed by the tenant to the landlord unless the landlord*
10 *obtains a judgment against the tenant for any such amount.*

11 *2. Any action for a judgment described in this section must be*
12 *commenced not later than 8 months after the termination of the*
13 *tenancy by either party.*

14 *3. If the amount owed by the tenant does not exceed the*
15 *jurisdictional limit set forth in chapter 73 of NRS, the landlord*
16 *must bring a small claims action.*

17 **Sec. 6.7.** *Within 7 business days after the landlord changes*
18 *its agent, broker or property management company, the landlord*
19 *or the new agent, broker or company shall provide written*
20 *notification to the tenant which must contain:*

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

23 *2. A statement that the security deposit of the tenant was*
24 *transferred in its entirety without deductions to the new entity and*
25 *that no additional security deposit is required to be paid by the*
26 *tenant.*

27 **Sec. 7.** (Deleted by amendment.)

28 **Sec. 8.** NRS 118A.020 is hereby amended to read as follows:

29 118A.020 As used in this chapter, unless the context otherwise
30 requires, the terms defined in NRS 118A.030 to 118A.175,
31 inclusive, *and sections 3, 4 and 5 of this act* have the meanings
32 ascribed to them in those sections.

33 **Sec. 9.** NRS 118A.110 is hereby amended to read as follows:

34 118A.110 *1.* "Normal wear" means ~~{that}~~ *the expected*
35 *deterioration which occurs* ~~{without negligence, carelessness or~~
36 ~~abuse}~~ *during the course of a tenancy from the normal use* of the
37 premises ~~{, equipment or chattels}~~ by the tenant, a *household*
38 member of the ~~{tenant's household}~~ *tenant* or other person on the
39 premises with the ~~{tenant's}~~ *consent* ~~{,}~~ *of the tenant.*

40 *2. The term does not include damage to the premises which*
41 *results from the neglect or abuse of the premises by the tenant, a*
42 *household member of the tenant or other person on the premises*
43 *with the consent of the tenant.*



Sec. 10. NRS 118A.200 is hereby amended to read as follows:

118A.200 1. Any written agreement for the use and occupancy of a dwelling unit or premises must be signed by the landlord or his or her agent and the tenant or his or her agent.

2. The landlord shall provide one copy of any written agreement described in subsection 1 to the tenant free of cost at the time the agreement is executed and, upon request of the tenant, provide additional copies of any such agreement to the tenant within a reasonable time. The landlord may charge a reasonable fee for providing the additional copies.

3. Any written rental agreement must contain, but is not limited to, provisions relating to the following subjects:

(a) Duration of the agreement.

(b) Amount of rent and the manner and time of its payment ~~{ }~~, *including, without limitation:*

(1) The duration of the grace period.

(2) The fee for the late payment of rent.

(c) Occupancy by children or pets.

(d) Services included with the dwelling rental.

~~{ Fees, }~~ *Subject to the limitations set forth in NRS 118A.220, fees, fines and costs* which are ~~{ required }~~ *to be paid by the tenant* and the purposes for which they are required.

(f) Deposits which are required and the conditions for their refund ~~{ }~~, *as applicable.*

~~{ Charges which may be required for late or partial payment of rent or for return of any dishonored check. }~~

~~{ (h) }~~ Inspection rights of the landlord.

~~{ (i) }~~ *(h)* A listing of persons or numbers of persons who are to occupy the dwelling.

~~{ (j) }~~ *(i)* Respective responsibilities of the landlord and the tenant as to the payment of utility charges.

~~{ (k) }~~ *(j)* A signed record of the inventory and condition of the premises under the exclusive custody and control of the tenant.

~~{ (l) }~~ *(k)* A summary of the provisions of NRS 202.470.

~~{ (m) }~~ *(l)* Information regarding the procedure pursuant to which a tenant may report to the appropriate authorities:

(1) A nuisance.

(2) A violation of a building, safety or health code or regulation.

~~{ (n) }~~ *(m)* Information regarding the right of the tenant to engage in the display of the flag of the United States, as set forth in NRS 118A.325.

4. In addition to the provisions required by subsection 3, any written rental agreement for a single-family residence which is not signed by an authorized agent of the landlord who at the time of



1 signing holds a permit to engage in property management pursuant
2 to chapter 645 of NRS must contain a disclosure at the top of the
3 first page of the agreement, in a font size at least two times larger
4 than any other font size in the agreement, which states that:

5 (a) There are rebuttable presumptions in NRS 205.0813 and
6 205.0817 that the tenant does not have lawful occupancy of the
7 dwelling unless the agreement:

8 (1) Is notarized or is signed by an authorized agent of the
9 landlord who at the time of signing holds a permit to engage in
10 property management pursuant to chapter 645 of NRS; and

11 (2) Includes the current address and telephone number of the
12 landlord or his or her authorized representative; and

13 (b) The agreement is valid and enforceable against the landlord
14 and the tenant regardless of whether the agreement:

15 (1) Is notarized or is signed by an authorized agent of the
16 landlord who at the time of signing holds a permit to engage in
17 property management pursuant to chapter 645 of NRS; or

18 (2) Includes the current address and telephone number of the
19 landlord or his or her authorized representative.

20 5. *The amount of any fee, fine or cost, the purpose for which*
21 *they are required and their total must be:*

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

25 (b) *Clearly and conspicuously printed on the first page of the*
26 *written rental agreement.*

27 6. The absence of a written agreement raises a disputable
28 presumption that:

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

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

32 (c) ~~[No charges for partial or late payments of rent or for~~
33 ~~dishonored checks are paid by the tenant.]~~ *There is no fee for the*
34 *late payment of rent.*

35 (d) Other than normal wear, the premises will be returned in the
36 same condition as when the tenancy began.

37 ~~[6.]~~ 7. It is unlawful for a landlord or any person authorized to
38 enter into a rental agreement on his or her behalf to use any written
39 agreement which does not conform to the provisions of this section,
40 and any provision in an agreement which contravenes the provisions
41 of this section is void.

42 ~~[7.]~~ 8. As used in this section, "single-family residence"
43 means a structure that is comprised of not more than four units. The
44 term does not include a manufactured home as defined in
45 NRS 118B.015.



1 **Sec. 11.** NRS 118A.210 is hereby amended to read as follows:
2 118A.210 1. Rent is payable without demand or notice at the
3 time and place agreed upon by the parties.

4 2. Unless the rental agreement establishes a definite term, the
5 tenancy is from week to week in the case of a tenant who pays
6 weekly rent and in all other cases the tenancy is from month to
7 month.

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

9 (a) Rent is payable at the beginning of the tenancy; and

10 (b) Rent for the use and occupancy of a dwelling is the fair
11 rental value for the use and occupancy.

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

14 (a) Such a late fee must not ~~exceed~~ :

15 (1) *Exceed* 5 percent of the amount of the periodic rent; and

16 (2) *Be charged until the expiration of the grace period set*
17 *forth in the rental agreement; and*

18 (b) The maximum amount of the late fee must not be increased
19 based upon a late fee that was previously imposed.

20 **Sec. 12.** NRS 118A.220 is hereby amended to read as follows:

21 118A.220 1. A rental agreement shall not provide that the
22 tenant:

23 (a) Agrees to waive or forego rights or remedies afforded by this
24 chapter;

25 (b) Authorizes any person to confess judgment on any claim
26 arising out of the rental agreement;

27 (c) Agrees to pay ~~the~~ :

28 (1) *The* landlord's attorney's fees, except that the agreement
29 may provide that reasonable attorney's fees may be awarded to the
30 prevailing party in the event of court action;

31 (2) *Any fee, fine or cost, except those which are:*

32 (I) *Expressly authorized by statute; or*

33 (II) *Actual and reasonable.*

34 (d) Agrees to the exculpation or limitation of any liability of the
35 landlord arising under law or to indemnify the landlord for that
36 liability or the costs connected therewith if the liability is based
37 upon an act or omission of the landlord or any agent or employee of
38 the landlord; or

39 (e) Agrees to give the landlord a different notice of termination
40 than that required to be given by the landlord to the tenant.

41 2. Any provision prohibited by subsection 1 is void as contrary
42 to public policy and the tenant may recover any actual damages
43 incurred through the inclusion of the prohibited provision.

44 **Sec. 13.** NRS 118A.242 is hereby amended to read as follows:

45 118A.242 1. The landlord may not demand or receive :



1 (a) A security *deposit* ~~[or a surety bond, or a combination~~
2 ~~thereof,]~~ including the last month's rent, whose total amount or
3 value exceeds 3 months' periodic rent.

4 (b) A *cleaning deposit whose total amount exceeds 15 percent*
5 *of the periodic rent.*

6 2. ~~[In lieu of paying all or part of the security required by the~~
7 ~~landlord, a tenant may, if the landlord consents, purchase a surety~~
8 ~~bond to secure the tenant's obligation to the landlord under the~~
9 ~~rental agreement to:~~

10 ~~—(a) Remedy any default of the tenant in the payment of rent.~~

11 ~~—(b) Repair damages to the premises other than normal wear and~~
12 ~~tear.~~

13 ~~—(c) Clean the dwelling unit.~~

14 ~~3. The landlord:~~

15 ~~—(a) Is not required to accept a surety bond purchased by the~~
16 ~~tenant in lieu of paying all or part of the security; and~~

17 ~~—(b) May not require a tenant to purchase a security bond in lieu~~
18 ~~of paying all or part of the security.~~

19 ~~4.] Upon termination of the tenancy by either party for any~~
20 ~~reason, the landlord may [reclaim] :~~

21 (a) *Claim* of the security *deposit* ~~[or surety bond, or a~~
22 ~~combination thereof,]~~ only such amounts as are reasonably
23 necessary to ~~[remedy] :~~

24 (1) *Remedy* any default of the tenant in the payment of rent,
25 *including the cost of the fee for the late payment of rent* ~~[to repair]~~
26 ;

27 (2) *Repair* damages to the premises caused by the tenant
28 other than normal wear ~~[and to pay the reasonable costs of cleaning~~
29 ~~the premises,] ; and~~

30 (3) *Clean the premises, if:*

31 (I) *The premises are financed in whole or in part from*
32 *assistance provided by a governmental agency; and*

33 (II) *The landlord did not charge the tenant a cleaning*
34 *deposit; and*

35 (b) *Claim the entirety of the cleaning deposit.*

36 3. The landlord shall ~~[provide]~~ *deliver to* the tenant ~~[with]~~ an
37 itemized written accounting of the disposition of the security *deposit*
38 ~~[or surety bond, or a combination thereof,]~~ and return any remaining
39 portion of the security *deposit* to the tenant no later than ~~[30]~~ **28**
40 days after the termination of the tenancy by handing it to the tenant
41 personally at the place where the rent is paid, or by mailing it to the
42 tenant at the tenant's present address or, if that address is unknown,
43 at the tenant's last known address.

44 ~~[5. If a tenant disputes an item contained in an itemized written~~
45 ~~accounting received from a landlord pursuant to subsection 4, the~~



~~tenant may send a written response disputing the item to the surety. If the tenant sends the written response within 30 days after receiving the itemized written accounting, the surety shall not report the claim of the landlord to a credit reporting agency unless the surety obtains a judgment against the tenant.~~

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

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

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

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

(a) Is liable to the tenant for damages ~~[-]~~

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

~~[(b) For a sum to be fixed by the court of not more than the amount of the entire deposit.~~

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

~~—(a) Whether the landlord acted in good faith;~~

~~—(b) The course of conduct between the landlord and the tenant; and~~

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

~~—8. Except for an agreement which provides for a nonrefundable charge for cleaning, in a reasonable amount, no]~~

(b) Waives all claims or causes of action against the tenant relating to the security deposit.

5. *In any action relating to an amount claimed from a security deposit by a landlord for repairing damage to the premises caused by the tenant other than normal wear, the landlord has the burden of proving:*

(a) That the damage to the premises occurred during the tenancy of the tenant; and

(b) The actual costs of repair.

6. A rental agreement ~~[may]~~ **must not** contain any provision characterizing any security *deposit* under this section as nonrefundable or any provision waiving or modifying a tenant's rights under this section. Any such provision is void as contrary to public policy.

~~[9.]~~ 7. The claim of a tenant to *a* security *deposit* to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.



1 **Sec. 14.** NRS 118A.244 is hereby amended to read as follows:
2 118A.244 1. Upon termination of the landlord's interest in
3 the dwelling unit, whether by sale, assignment, death, appointment
4 of receiver or otherwise, the landlord or his or her agent shall,
5 within a reasonable time, do one of the following, which relieves the
6 landlord of further liability with respect to the security *deposit*: ~~for~~
7 ~~surety bond, or a combination thereof.~~

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

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

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

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

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

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

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

32 (a) Shall accept the tenant's security *deposit*; ~~for surety bond, or~~
33 ~~a combination thereof.~~ and

34 (b) Shall not require any additional security *deposit* ~~for surety~~
35 ~~bond, or a combination thereof.~~ from the tenant during the term of
36 the rental agreement.

37 **Sec. 15.** NRS 118A.250 is hereby amended to read as follows:

38 118A.250 The landlord shall deliver to the tenant upon the
39 tenant's request a signed written receipt for the security *deposit* ~~for~~
40 ~~surety bond, or a combination thereof.~~ and any other payments,
41 deposits or fees, including rent, paid by the tenant and received by
42 the landlord. The tenant may refuse to make rent payments until the
43 landlord tenders the requested receipt.



1 **Sec. 15.5.** NRS 118A.300 is hereby amended to read as
2 follows:

3 118A.300 The landlord may not increase ~~the~~:

4 1. *The* rent payable by a tenant unless ~~the~~ *the landlord* serves
5 the tenant with a written notice, *at least* 45 days or, in the case of
6 any periodic tenancy of less than 1 month, *at least* 15 days in
7 advance of the first rental payment to be increased, advising the
8 tenant of the increase.

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

11 (a) *At least 45 days in advance of the first payment to be*
12 *increased, if the tenancy is from month to month; or*

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

15 **Sec. 16.** NRS 118A.350 is hereby amended to read as follows:

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

27 (a) Terminate the rental agreement immediately.

28 (b) Recover actual damages.

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

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

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

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

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



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

4 **Sec. 17.** NRS 118A.355 is hereby amended to read as follows:

5 118A.355 1. Except as otherwise provided in this chapter, if
6 a landlord fails to maintain a dwelling unit in a habitable condition
7 as required by this chapter, the tenant shall deliver a written notice
8 to the landlord specifying each failure by the landlord to maintain
9 the dwelling unit in a habitable condition and requesting that the
10 landlord remedy the failures. If a failure is remediable and the
11 landlord adequately remedies the failure or uses his or her best
12 efforts to remedy the failure within 14 days after receipt of the
13 notice, the tenant may not proceed under this section. If the landlord
14 fails to remedy a material failure to maintain the dwelling unit in a
15 habitable condition or to make a reasonable effort to do so within
16 the prescribed time, the tenant may:

17 (a) Terminate the rental agreement immediately.

18 (b) Recover actual damages.

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

21 (d) Withhold any rent that becomes due without incurring ~~late~~
22 ~~fees, charges for notice or~~ any ~~other charge or~~ fee, *fine or cost*
23 authorized by ~~this chapter or~~ the rental agreement until the
24 landlord has remedied, or has attempted in good faith to remedy, the
25 failure.

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

27 (a) For a condition caused by the tenant's own deliberate or
28 negligent act or omission or that of a member of his or her
29 household or other person on the premises with his or her consent;
30 or

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

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

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

41 (a) Recover damages under paragraph (b) of subsection 1 if the
42 landlord:

43 (1) Admits to the court that the landlord had knowledge of
44 the condition constituting the failure to maintain the dwelling in a
45 habitable condition; or



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

4 (b) Withhold rent under paragraph (d) of subsection 1 if the
5 landlord:

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

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

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

19 **Sec. 18.** NRS 118A.370 is hereby amended to read as follows:

20 118A.370 If the landlord fails to deliver possession of the
21 dwelling unit to the tenant as provided in this chapter, rent abates
22 until possession is delivered as required, and the tenant may:

23 1. Terminate the rental agreement upon at least 5 days' written
24 notice to the landlord and upon termination the landlord shall return
25 all prepaid rent, *any security deposit* recoverable under this chapter
26 ~~[;]~~ and any ~~[payment,]~~ *other fee, cost or* deposit ~~[; fee or charge to~~
27 ~~secure the execution of]~~ *required under* the rental agreement ~~[; or]~~
28 *to be paid by the tenant before his or her possession of the*
29 *premises.*

30 2. Demand performance of the rental agreement by the
31 landlord and, if the tenant elects, maintain an action for possession
32 of the dwelling unit against the landlord or any person wrongfully in
33 possession and recover the actual damages sustained. If the landlord
34 has exercised due diligence to evict the holdover tenant or remedy
35 the condition keeping the new tenant from taking possession, the
36 landlord is not liable for damages. ~~[; or]~~

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

39 **Sec. 19.** NRS 118A.380 is hereby amended to read as follows:

40 118A.380 1. If the landlord is required by the rental
41 agreement or this chapter to supply heat, air-conditioning, running
42 water, hot water, electricity, gas, a functioning door lock or another
43 essential item or service and the landlord willfully or negligently
44 fails to do so, causing the premises to become unfit for habitation,
45 the tenant shall give written notice to the landlord specifying the



1 breach. If the landlord does not adequately remedy the breach, or
2 use his or her best efforts to remedy the breach within 48 hours,
3 except a Saturday, Sunday or legal holiday, after it is received by
4 the landlord, the tenant may, in addition to any other remedy:

5 (a) Procure reasonable amounts of such essential items or
6 services during the landlord's noncompliance and deduct their
7 actual and reasonable cost from the rent;

8 (b) Recover actual damages, including damages based upon the
9 lack of use of the premises or the diminution of the fair rental value
10 of the dwelling unit;

11 (c) Withhold any rent that becomes due during the landlord's
12 noncompliance without incurring ~~late fees, charges for notice or~~
13 any ~~other charge or~~ fee, *fine or cost* authorized by ~~[this chapter~~
14 ~~or]~~ the rental agreement, until the landlord has attempted in good
15 faith to restore the essential items or services; or

16 (d) Procure other housing which is comparable during the
17 landlord's noncompliance, and the rent for the original premises
18 fully abates during this period. The tenant may recover the actual
19 and reasonable cost of that other housing which is in excess of the
20 amount of rent which is abated.

21 2. If the tenant proceeds under this section, the tenant may not
22 proceed under NRS 118A.350 and 118A.360 as to that breach.

23 3. The rights of the tenant under this section do not arise until
24 the tenant has given written notice as required by subsection 1,
25 except that the tenant may, without having given that notice:

26 (a) Recover damages as authorized under paragraph (b) of
27 subsection 1 if the landlord:

28 (1) Admits to the court that the landlord had knowledge of
29 the lack of such essential items or services; or

30 (2) Has received written notice of the uninhabitable
31 condition caused by such a lack from a governmental agency
32 authorized to inspect for violations of building, housing or health
33 codes.

34 (b) Withhold rent under paragraph (c) of subsection 1 if the
35 landlord:

36 (1) Has received written notice of the condition constituting
37 the breach from a governmental agency authorized to inspect for
38 violations of building, housing or health codes; and

39 (2) Fails to remedy or attempt in good faith to remedy the
40 breach within the time prescribed in the written notice of that
41 condition from the governmental agency.

42 4. The rights of the tenant under paragraph (c) of subsection 1
43 do not arise unless the tenant is current in the payment of rent at the
44 time of giving written notice pursuant to subsection 1.



1 5. If such a condition was caused by the deliberate or negligent
2 act or omission of the tenant, a member of his or her household or
3 other person on the premises with his or her consent, the tenant has
4 no rights under this section.

5 **Sec. 20.** NRS 118A.390 is hereby amended to read as follows:

6 118A.390 1. If the landlord unlawfully removes the tenant
7 from the premises or excludes the tenant by blocking or attempting
8 to block the tenant's entry upon the premises, willfully interrupts or
9 causes or permits the interruption of any essential item or service
10 required by the rental agreement or this chapter or otherwise
11 recovers possession of the dwelling unit in violation of NRS
12 118A.480, the tenant may recover immediate possession pursuant to
13 subsection 4, proceed under NRS 118A.380 or terminate the rental
14 agreement and, in addition to any other remedy, recover the tenant's
15 actual damages, receive an amount not greater than \$2,500 to be
16 fixed by the court, or both.

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

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

20 (b) The course of conduct between the landlord and the tenant;
21 and

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

24 3. If the rental agreement is terminated pursuant to subsection
25 1, the landlord shall return all prepaid rent and *any* security *deposit*
26 recoverable under this chapter.

27 4. Except as otherwise provided in subsection 5, the tenant may
28 recover immediate possession of the premises from the landlord by
29 filing a verified complaint for expedited relief for the unlawful
30 removal or exclusion of the tenant from the premises, the willful
31 interruption of any essential item or service or the recovery of
32 possession of the dwelling unit in violation of NRS 118A.480.

33 5. A verified complaint for expedited relief:

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

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

43 6. The court shall conduct a hearing on the verified complaint
44 for expedited relief not later than 3 judicial days after the filing of
45 the verified complaint for expedited relief. Before or at the



1 scheduled hearing, the tenant must provide proof that the landlord
2 has been properly served with a copy of the verified complaint for
3 expedited relief. Upon the hearing, if it is determined that the
4 landlord has violated any of the provisions of subsection 1, the court
5 may:

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

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

9 (c) Enjoin the landlord from violating the provisions of
10 subsection 1 and, if the circumstances so warrant, hold the landlord
11 in contempt of court.

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

18 **Sec. 21.** NRS 118A.400 is hereby amended to read as follows:

19 118A.400 1. If the dwelling unit or premises are damaged or
20 destroyed by fire or casualty to an extent that enjoyment of the
21 dwelling unit is substantially impaired, the landlord may terminate
22 the rental agreement and the tenant may, in addition to any other
23 remedy:

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

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

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

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

42 **Sec. 22.** NRS 118A.440 is hereby amended to read as follows:

43 118A.440 If the tenant's failure to perform basic obligations
44 under this chapter can be remedied by repair ~~or~~ *or* replacement of a
45 damaged item , ~~for cleaning,~~ and the tenant fails to use his or her



1 best efforts to comply within 14 days after written notice by the
2 landlord specifying the breach and requesting that the tenant remedy
3 it within that period of time or more promptly if conditions require
4 in case of emergency, the landlord may enter the dwelling unit and
5 cause the work to be done in a workmanlike manner and submit the
6 itemized bill for the actual and reasonable cost, or the fair and
7 reasonable value of the work. The itemized bill shall be paid as rent
8 on the next date periodic rent is due, or if the rental agreement has
9 terminated, may be submitted to the tenant for immediate payment
10 or deducted from the security **+** *deposit*.

11 **Sec. 23.** NRS 40.253 is hereby amended to read as follows:

12 40.253 1. Except as otherwise provided in subsection 12, 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,
15 mobile home or recreational vehicle with periodic rent reserved by
16 the month or any shorter period is in default in payment of the rent,
17 the landlord or the landlord's agent may cause to be served a notice
18 in writing, requiring in the alternative the payment of the rent or the
19 surrender of the premises:

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

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

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

35 2. A landlord or the landlord's agent who serves a notice to a
36 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
37 deliver the notice in person in the manner set forth in subsection 2 of
38 NRS 40.2542. If the notice cannot be delivered in person, the
39 landlord or the landlord's agent:

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

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



1 evidence, signed by the tenant when the tenant took possession of
2 the premises, that the landlord or the landlord's agent informed the
3 tenant of the provisions of this section which set forth the lawful
4 procedures for eviction from a short-term tenancy. Upon
5 acceptance, the sheriff or constable shall serve the notice within 48
6 hours after the request for service was made by the landlord or the
7 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 post the
20 order in a conspicuous place on the premises not later than 24 hours
21 after the order is received by the sheriff or constable. The sheriff or
22 constable shall remove the tenant not earlier than 24 hours but not
23 later than 36 hours after the posting of the order; and

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

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

35 5. Upon noncompliance with the notice:

36 (a) The landlord or the landlord's agent may apply by affidavit
37 of complaint for eviction to the justice court of the township in
38 which the dwelling, apartment, mobile home or recreational vehicle
39 are located or to the district court of the county in which the
40 dwelling, apartment, mobile home or recreational vehicle are
41 located, whichever has jurisdiction over the matter. The court may
42 thereupon issue an order directing the sheriff or constable of the
43 county to post the order in a conspicuous place on the premises not
44 later than 24 hours after the order is received by the sheriff or
45 constable. The sheriff or constable shall remove the tenant not



1 earlier than 24 hours but not later than 36 hours after the posting of
2 the order. The affidavit must state or contain:

3 (1) The date the tenancy commenced.

4 (2) The amount of periodic rent reserved.

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

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

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

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

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

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

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

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

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

43 7. The tenant may, upon payment of the appropriate fees
44 relating to the filing and service of a motion, file a motion with the
45 court, on a form provided by the clerk of the court, to dispute the



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

6 (a) The tenant has vacated or been removed from the premises;
7 and

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

10 ↪ whichever is later.

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

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

19 (b) Order the release of the tenant's property upon the payment
20 of the charges determined to be due or if no charges are determined
21 to be due.

22 9. The tenant may, upon payment of the appropriate fees
23 relating to the filing and service of a motion, file a motion with the
24 court on a form provided by the clerk of court to dispute the
25 reasonableness of the actions of a landlord pursuant to subsection 3
26 of NRS 118A.460. The motion must be filed within 5 days after the
27 tenant has vacated or been removed from the premises. Upon the
28 filing of a motion pursuant to this subsection, the court shall
29 schedule a hearing on the motion. The hearing must be held within 5
30 days after the filing of the motion. The court shall affix the date of
31 the hearing to the motion and order a copy served upon the landlord
32 by the sheriff, constable or other process server. At the hearing, the
33 court may:

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

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

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

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

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

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



1 11. A landlord shall not refuse to accept rent from a tenant that
2 is submitted after the landlord or the landlord's agent has served or
3 had served a notice pursuant to subsection 1 if the refusal is based
4 on the fact that the tenant has not paid collection fees, attorney's
5 fees or other costs other than rent, a reasonable ~~[charge]~~ *fee* for late
6 ~~[payments]~~ *payment* of rent ~~[or dishonored checks,]~~ or a security ~~[.]~~
7 *deposit*. As used in this subsection, ~~["security"]~~ *"security deposit"*
8 has the meaning ascribed to it in ~~[NRS 118A.240.]~~ *section 5 of this*
9 *act*.

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

12 (a) The tenant of a mobile home lot in a mobile home park or to
13 the tenant of a recreational vehicle lot in an area of a mobile
14 home park in this State other than an area designated as a
15 recreational vehicle lot pursuant to the provisions of subsection 8 of
16 NRS 40.215.

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

20 13. As used in this section, "close of business" means the close
21 of business of the court that has jurisdiction over the matter.

22 **Sec. 24.** NRS 40.280 is hereby amended to read as follows:

23 40.280 1. Except as otherwise provided in NRS 40.253 and
24 40.2542, the notices required by NRS 40.251 to 40.260, inclusive,
25 must be served by the sheriff, a constable, a person who is licensed
26 as a process server pursuant to chapter 648 of NRS or the agent of
27 an attorney licensed to practice in this State:

28 (a) By delivering a copy to the tenant personally.

29 (b) If the tenant is absent from the tenant's place of residence or
30 from the tenant's usual place of business, by leaving a copy with a
31 person of suitable age and discretion at either place and mailing a
32 copy to the tenant at the tenant's place of residence or place of
33 business.

34 (c) If the place of residence or business cannot be ascertained, or
35 a person of suitable age or discretion cannot be found there, by
36 posting a copy in a conspicuous place on the leased property,
37 delivering a copy to a person there residing, if the person can be
38 found, and mailing a copy to the tenant at the place where the leased
39 property is situated.

40 2. The notices required by NRS 40.230, 40.240 and 40.414
41 must be served upon an unlawful or unauthorized occupant:

42 (a) Except as otherwise provided in this paragraph and
43 paragraph (b), by delivering a copy to the unlawful or unauthorized
44 occupant personally, in the presence of a witness. If service is
45 accomplished by the sheriff, constable or a person who is licensed



1 as a process server pursuant to chapter 648 of NRS, the presence of
2 a witness is not required.

3 (b) If the unlawful or unauthorized occupant is absent from the
4 real property, by leaving a copy with a person of suitable age and
5 discretion at the property and mailing a copy to the unlawful or
6 unauthorized occupant at the place where the property is situated. If
7 the occupant is unknown, the notice must be addressed to "Current
8 Occupant."

9 (c) If a person of suitable age or discretion cannot be found at
10 the real property, by posting a copy in a conspicuous place on the
11 property and mailing a copy to the unlawful or unauthorized
12 occupant at the place where the property is situated. If the occupant
13 is unknown, the notice must be addressed to "Current Occupant."

14 3. Service upon a subtenant may be made in the same manner
15 as provided in subsection 1.

16 4. Proof of service of any notice required by NRS 40.230 to
17 40.260, inclusive, must be filed with the court before:

18 (a) An order for removal of a tenant is issued pursuant to NRS
19 40.253 or 40.254;

20 (b) An order for removal of an unlawful or unauthorized
21 occupant is issued pursuant to NRS 40.414;

22 (c) A writ of restitution is issued pursuant to NRS 40.290 to
23 40.420, inclusive; or

24 (d) An order for removal of a commercial tenant pursuant to
25 NRS 40.2542.

26 5. Proof of service of notice pursuant to NRS 40.230 to 40.260,
27 inclusive, that must be filed before the court may issue an order or
28 writ filed pursuant to paragraph (a), (b) or (c) of subsection 4 must
29 consist of:

30 (a) Except as otherwise provided in paragraph (b):

31 (1) If the notice was served pursuant to subsection 1, a
32 written statement, endorsed by the person who served the notice,
33 stating the date and manner of service. The statement must also
34 include the number of the badge or license of the person who served
35 the notice. If the notice was served by the agent of an attorney
36 licensed in this State, the statement must be accompanied by a
37 declaration, signed by the attorney and bearing the license number
38 of the attorney, stating that the attorney:

39 (I) Was retained by the landlord in an action pursuant to
40 NRS 40.230 to 40.420, inclusive;

41 (II) Reviewed the date and manner of service by the
42 agent; and

43 (III) Believes to the best of his or her knowledge that such
44 service complies with the requirements of this section.



1 (2) If the notice was served pursuant to paragraph (a) of
2 subsection 2, an affidavit or declaration signed by the tenant or the
3 unlawful or unauthorized occupant, as applicable, and a witness,
4 signed under penalty of perjury by the server, acknowledging that
5 the tenant or occupant received the notice on a specified date.

6 (3) If the notice was served pursuant to paragraph (b) or (c)
7 of subsection 2, an affidavit or declaration signed under penalty of
8 perjury by the person who served the notice, stating the date and
9 manner of service and accompanied by a confirmation of delivery or
10 certificate of mailing issued by the United States Postal Service or
11 confirmation of actual delivery by a private postal service.

12 (b) For a short-term tenancy, if service of the notice was not
13 delivered in person:

14 (1) A certificate of mailing issued by the United States Postal
15 Service or by a private postal service to the landlord or the
16 landlord's agent; or

17 (2) The endorsement of a sheriff or constable stating the:

18 (I) Time and date the request for service was made by the
19 landlord or the landlord's agent;

20 (II) Time, date and manner of the service; and

21 (III) Fees paid for the service.

22 6. Proof of service of notice pursuant to NRS 40.230 to 40.260,
23 inclusive, that must be filed before the court may issue an order filed
24 pursuant to paragraph (d) of subsection 4 must consist of:

25 (a) Except as otherwise provided in paragraphs (b) and (c):

26 (1) If the notice was served pursuant to subsection 2 of NRS
27 40.2542, an affidavit or declaration signed by the tenant or the
28 unlawful or unauthorized occupant, and a witness, as applicable,
29 signed under penalty of perjury by the server, acknowledging that
30 the tenant or occupant received the notice on a specified date.

31 (2) If the notice was served pursuant to paragraph (b) or (c)
32 of subsection 1, an affidavit or declaration signed under penalty of
33 perjury by the person who served the notice, stating the date and
34 manner of service and accompanied by a confirmation of delivery or
35 certificate of mailing issued by the United States Postal Service or
36 confirmation of actual delivery by a private postal service.

37 (b) If the notice was served by a sheriff, a constable or a person
38 who is licensed as a process server pursuant to chapter 648 of NRS,
39 a written statement, endorsed by the person who served the notice,
40 stating the date and manner of service. The statement must also
41 include the number of the badge or license of the person who served
42 the notice.

43 (c) For a short-term tenancy, if service of the notice was not
44 delivered in person:



1 (1) A certificate of mailing issued by the United States Postal
2 Service or by a private postal service to the landlord or the
3 landlord's agent; or

4 (2) The endorsement of a sheriff or constable stating the:

5 (I) Time and date the request for service was made by the
6 landlord or the landlord's agent;

7 (II) Time, date and manner of the service; and

8 (III) Fees paid for the service.

9 7. For the purpose of this section, an agent of an attorney
10 licensed in this State shall only serve notice pursuant to subsection 1
11 if:

12 (a) The landlord has retained the attorney in an action pursuant
13 to NRS 40.230 to 40.420, inclusive; ~~and~~

14 (b) The agent is acting at the direction and under the direct
15 supervision of the attorney ~~and~~; *and*

16 (c) *The agent is not employed as the property manager of any*
17 *premises in this State.*

18 **Sec. 24.5.** NRS 73.012 is hereby amended to read as follows:

19 73.012 **1.** A corporation, partnership, business trust, estate,
20 trust, association or any other nongovernmental legal or commercial
21 entity may be represented by its director, officer or employee in an
22 action mentioned or covered by this chapter.

23 **2.** *A landlord may be represented by its agent in an action*
24 *mentioned or covered by this chapter.*

25 **Sec. 25.** Any rental agreement between a landlord and tenant
26 entered into before the effective date of this act is binding upon
27 the parties to the agreement and may be enforced on or after the
28 effective date of this act, regardless of whether any provision of the
29 rental agreement conflicts with the amendatory provisions of this
30 act.

31 **Sec. 26.** NRS 118A.240 is hereby repealed.

32 **Sec. 27.** This act becomes effective upon passage and
33 approval.

TEXT OF REPEALED SECTION

118A.240 "Security" defined.

1. Any payment, deposit, fee or charge that is to be used for any of the following purposes is "security" and is governed by the provisions of this section and NRS 118A.242 and 118A.244:

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



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

(c) Cleaning the dwelling unit.

2. "Security" does not include:

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

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

