

Amendment No. 94

Senate Amendment to Senate Bill No. 78	(BDR 10-623)
Proposed by: Senate Committee on Commerce and Labor	
Amends: Summary: No Title: Yes Preamble: No Joint Sponsorship: No Digest: Yes	

ASSEMBLY ACTION	Initial and Date	SENATE ACTION	Initial and Date
Adopted <input type="checkbox"/>	Lost <input type="checkbox"/>	Adopted <input type="checkbox"/>	Lost <input type="checkbox"/>
Concurred In <input type="checkbox"/>	Not <input type="checkbox"/>	Concurred In <input type="checkbox"/>	Not <input type="checkbox"/>
Receded <input type="checkbox"/>	Not <input type="checkbox"/>	Receded <input type="checkbox"/>	Not <input type="checkbox"/>

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



SENATE BILL NO. 78—SENATOR DONATE

PREFILED JANUARY 26, 2023

JOINT SPONSORS: ASSEMBLYMEN GONZÁLEZ, PETERS; AND WATTS

Referred to Committee on Commerce and Labor

SUMMARY—Makes various changes relating to property. (BDR 10-623)

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 his or her 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 claim actions; ~~increasing the length of notice before a person may be evicted from certain periodic tenancies under certain circumstances;~~ and providing other matters properly relating thereto.

Legislative Counsel's Digest:

1 Existing law ~~provides that~~ **requires a landlord and a tenant to perform certain**
2 **obligations with respect to a lease of real property. (NRS 118A.240-118A.300) As part of**
3 **a lease of real property,** a landlord may require a tenant to pay a security deposit, defined as
4 a payment, deposit, fee or charge used by the landlord to: (1) remedy a default in the payment
5 of rent by the tenant; (2) repair damage to the premises other than normal wear; and (3) clean
6 the dwelling unit. (NRS 118A.240, 118A.242) ~~Additionally, if reasonable modifications are~~
7 ~~made to the dwelling unit of a person with a disability, existing law provides that the landlord~~
8 ~~may require the person to deposit an additional security deposit in addition to the amount~~
9 ~~usually required by the landlord to cover the cost of restoring the modified unit to its original~~
10 ~~condition upon the termination of the tenancy. (NRS 118.101)~~

~~—~~ **Section 5 of this bill defines the term “security deposit” to mean a deposit made in cash or by any other acceptable manner to a landlord for any of the following purposes: (1) remedying any default of the tenant in the payment of periodic rent, including, without limitation, the cost of any fee for the late payment of rent; (2) repairing damage to the premises caused by the tenant other than normal wear; and (3) cleaning the unit.**

~~Section 28 of this bill repeals the existing definition of “security deposit.” [deposit” and sections 3 and 5 of this bill establish the independent terms of “cleaning deposit” and “security deposit,” respectively. Sections 1, 10, 16, 17 and 24 of this bill make various conforming changes relating to cleaning deposits and security deposits.]~~

Existing law requires a landlord to return a security deposit, or any remaining portion thereof, within 30 days after the termination of the tenancy and makes the landlord liable for certain amounts for failing to return the security deposit within this period. (NRS 118A.242)

~~Section 15 of this bill [reduces the period for the return of the security deposit from 30 days to 28 days. Section 15 also provides that if the landlord fails or refuses to return the security deposit within the statutory period, the landlord: (1) is liable to the tenant in the amount of the entire security deposit; and (2) waives all claims or causes of action relating to the security deposit. Additionally, section 15]~~ **requires a landlord to deliver an itemized, written accounting of the disposition of the security deposit or surety bond, or a combination thereof in certain circumstances; (2) prescribes how delivery of the itemized, written accounting must be effectuated by the landlord; and (3) makes the landlord liable for certain amounts for failing to deliver the itemized, written accounting. Section 15 also** provides that in any action relating to an amount claimed of a security deposit for repairing damage to the premises caused by the tenant, the landlord has the burden of proving: (1) that the damage to the premises occurred during the tenancy; and (2) the actual costs of repair.

Existing law defines “normal wear” as deterioration which occurs without negligence, carelessness or abuse of the premises, equipment or chattels by the tenant, a member of the household of the tenant or another person on the premises with the consent of the tenant. (NRS 118A.110) **Section 11** of this bill revises the definition of “normal wear” to mean expected deterioration which occurs during the course of a tenancy from the normal use of the premises by such persons.

Existing law requires written rental agreements to contain certain provisions, including **without limitation**, provisions concerning the amount of rent and the manner and time of its payment. (NRS 118A.200) Existing law authorizes a landlord to charge a reasonable fee for the late payment of rent. (NRS 118A.210) **Section 12** of this bill additionally requires such rental agreements to include a grace period for the late payment of rent. **Section 13** of this bill prohibits a landlord from charging the fee for the late payment of rent until the expiration of the grace period set forth in the rental agreement. **Section 4** of this bill defines the term “grace period” for such purposes. **Section 12** also requires certain information relating to fees, fines and costs to be: (1) disclosed in writing to the tenant before he or she enters into a written rental agreement or otherwise begins the tenancy; and (2) printed clearly and conspicuously on the first page of the written rental agreement ~~[]~~ **or clearly and conspicuously disclosed within the addenda to the written rental agreement, if applicable, that must be signed by the landlord or his or her agent and the tenant or his or her agent.**

Existing law places certain prohibitions on rental agreements. (NRS 118A.220) **Section 14** of this bill prohibits rental agreements from requiring tenants to pay any fee, fine or cost except those which are: (1) authorized by statute; or (2) actual and reasonable. **Sections 12, 19-21 and 24** of this bill make conforming changes relating to the limitations on fees, fines and costs.

~~Section 7 of this bill authorizes a landlord to charge a fee for the eviction of a tenant under certain circumstances.]~~ Additionally, **section 6** of this bill: **(1) authorizes a landlord to charge a single fee to every prospective tenant who intends to occupy one dwelling unit; and (2) prohibits a landlord from charging a [single] fee [for the submission of a rental application, and if multiple] to other prospective tenants who submit applications for occupancy of [a single] the same dwelling unit [, the landlord is limited to charging a single fee.] unless the initial application or applications, as applicable, for that dwelling unit have been denied.**

Section 8 of this bill prohibits a landlord from transferring, selling, assigning or reporting to certain agencies any amount owed by the tenant, unless the landlord first ~~[obtains a judgment against the tenant for any such amount.]~~ **delivers to the tenant an itemized,**

70 written accounting of all outstanding amounts owed by the tenant. Section ~~8.5~~ 8.5 of this
 71 bill requires any ~~such~~ action for the enforcement of any provision of a rental agreement
 72 to be brought: (1) ~~within 8 months~~ not later than 2 years after the termination of the
 73 tenancy; and (2) as a small claims action, if certain jurisdictional limits apply to the amount
 74 owed by the tenant.

75 **Section 9** of this bill provides that if a landlord changes his or her agent, broker or
 76 property management company, the landlord or the new agent, broker or company is required
 77 to send certain information to the tenant within ~~7~~ 10 business days after the change.

78 Existing law prohibits a landlord from increasing the rent of a tenant unless the tenant is
 79 served with advance notice of the increase. (NRS 118A.300) **Section 18** of this bill similarly
 80 prohibits a landlord from increasing certain fees, fines and costs charged to the tenant unless
 81 the tenant is served with advance notice of the increase.

82 Existing law provides that if a tenant's failure to perform basic obligations can be
 83 remedied by cleaning and the tenant fails to comply with a request to remedy such failure in a
 84 timely manner, the landlord may enter the dwelling unit, cause the work to be done and bill
 85 the tenant. (NRS 118A.440) **Section 22** of this bill deletes this provision of existing law.

86 ~~[Existing law: (1) prescribes certain criteria for unlawful detainer by a tenant of real~~
 87 ~~property, a recreational vehicle or a mobile home; and (2) provides an increased length of~~
 88 ~~possession before a person who is 60 years of age or older or who has a disability may be~~
 89 ~~evicted from certain periodic tenancies under certain circumstances. (NRS 40.251) Section 23~~
 90 ~~of this bill increases the required period of notice before a person may be evicted from certain~~
 91 ~~periodic tenancies from 30 days to 60 days.]~~

92 Existing law requires a tenant to be served with certain notices relating to evictions.
 93 Existing law also provides that certain notices may be served by an agent of an attorney who
 94 is licensed in this State if: (1) the attorney has been retained by the landlord in certain actions;
 95 and (2) the agent is acting at the direction and under the direct supervision of the attorney.
 96 (NRS 40.280) In addition to the existing requirements concerning such agents, **section 25** of
 97 this bill prohibits the agent from being employed as a property manager in this State.

98 Existing law authorizes a nongovernmental legal or commercial entity to be represented
 99 by its director, officer or employee in an action in small claims court. (NRS 73.012) Similarly,
 100 **section 26** of this bill authorizes a landlord to be represented by his or her agent in a small
 101 claims action.

102 **Section 26.5 of this bill provides that the amendatory provisions of this bill do not**
 103 **apply to a tenant of a dwelling unit that is a manufactured home, or on the premises of a**
 104 **manufactured home lot or a manufactured home park.**

105 Finally, **section 27** of this bill provides that a rental agreement entered into before the
 106 effective date of this bill is binding upon the parties and may be enforced on or after that date,
 107 regardless of whether the provisions of the rental agreement conflict with the amendatory
 108 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 modifications to a
 4 dwelling which he or she occupies or will occupy if:

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

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

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

11 2. A landlord may, as a condition for the authorization of such a modification,
 12 reasonably require the person who requests the authorization, upon the termination

1 of his or her occupancy, to restore the dwelling to the condition that existed before
2 the modification, reasonable wear and tear excepted.

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

7 4. If a person requests authorization to modify a dwelling pursuant to
8 subsection 1, the landlord may require that person to deposit an additional security
9 deposit in addition to the amount the landlord usually requires if the additional
10 security deposit:

11 (a) Is necessary to ensure the restoration of the dwelling pursuant to subsection
12 2;

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

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

17 5. As used in this section, "security deposit" has the meaning ascribed to it in
18 ~~[NRS 118A.240.]~~ section 5 of this act.

19 **Sec. 2.** Chapter 118A of NRS is hereby amended by adding thereto the
20 provisions set forth as sections 3 to 9, inclusive, of this act.

21 **Sec. 3.** ~~["Cleaning deposit" means a one-time, nonrefundable payment to a
22 landlord for the purpose of cleaning a dwelling unit, including, without
23 limitation, any cost associated with cleaning the carpet of the dwelling unit.]~~
24 (Deleted by amendment.)

25 **Sec. 4.** "Grace period" means a period of time, not less than 3 days, during
26 which rent can be paid late by a tenant.

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

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

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

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

37 **Sec. 6.** 1. A landlord may charge a single fee for the submission of a
38 rental application by ~~for~~ every prospective tenant ~~for~~ If the rental application is
39 submitted by multiple prospective tenants who ~~intend~~ intends to occupy one
40 dwelling unit ~~for~~ the If a landlord ~~may charge only~~ has charged a ~~single~~ fee
41 for the submission of a rental application from a prospective tenant or multiple
42 prospective tenants that intend to occupy one dwelling unit, the ~~submission of
43 the~~ landlord may not charge other prospective tenants a fee for the submission
44 of a rental ~~applications~~ application for the same dwelling unit unless the initial
45 application or applications, as applicable, for that dwelling unit have been
46 denied.

47 2. The fee described in subsection 1 must not exceed the direct and actual
48 costs of the landlord in processing the application, ~~excluding~~ including, without
49 limitation, reasonable personnel and administrative costs.

50 **Sec. 7.** ~~[1. Except as otherwise provided in subsection 2, a]~~ A landlord
51 may charge a tenant a fee for the eviction of the tenant. The amount of the fee
52 must not exceed the direct and actual costs of the landlord associated with the
53 action for eviction.

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

Sec. 8. 1. A landlord may not transfer, sell, assign or report to a collection agency or credit reporting agency any amount owed by the tenant to the landlord, unless the landlord ~~obtains a judgment against~~ delivers to the tenant ~~for any such amount,~~ an itemized, written accounting of all outstanding amounts owed by the tenant at least 30 days in advance of transferring, selling, assigning or reporting the amount owed to a collection agency or credit reporting agency.

2. An itemized, written accounting required by subsection 1 must contain a disclosure which states that if the outstanding amounts are not paid within 30 days, the landlord will transfer, sell, assign or report the outstanding amount to a collection agency or credit reporting agency.

3. 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.

Sec. 8.5. 1. ~~Any action for ~~a judgment described in this section~~ the enforcement of any provision of a rental agreement must be commenced not later than ~~8 months~~ 2 years after the termination of the tenancy ~~by either party~~, as established by the rental agreement.~~

~~2. If the amount owed by the tenant does not exceed the jurisdictional limit set forth in chapter 73 of NRS, the landlord must bring a small claims action.~~

Sec. 9. ~~Within ~~7~~ 10 business days after the landlord changes his or her agent, broker or property management company, the landlord or the new agent, broker or company shall provide written notification to the tenant which must contain:~~

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

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

Sec. 10. NRS 118A.020 is hereby amended to read as follows:

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

Sec. 11. NRS 118A.110 is hereby amended to read as follows:

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

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

Sec. 12. 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.

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

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

8 (a) Duration of the agreement.

9 (b) Amount of rent and the manner and time of its payment ~~(f)~~, **including,**
10 **without limitation:**

11 **(1) The duration of the grace period.**

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

13 (c) Occupancy by children or pets.

14 (d) Services included with the dwelling rental.

15 (e) ~~Fees~~ **Subject to the limitations set forth in NRS 118A.220, fees, fines**
16 **and costs** which are ~~required~~ **to be paid by the tenant** and the purposes for which
17 they are required.

18 (f) Deposits which are required and the conditions for their refund ~~(g)~~, **as**
19 **applicable.**

20 (g) ~~Charges which may be required for late or partial payment of rent or for~~
21 ~~return of any dishonored check.~~

22 ~~(h)~~ Inspection rights of the landlord.

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

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

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

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

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

32 (1) A nuisance.

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

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

36 4. In addition to the provisions required by subsection 3, any written rental
37 agreement for a single-family residence which is not signed by an authorized agent
38 of the landlord who at the time of signing holds a permit to engage in property
39 management pursuant to chapter 645 of NRS must contain a disclosure at the top of
40 the first page of the agreement, in a font size at least two times larger than any other
41 font size in the agreement, which states that:

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

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

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

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

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

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

3 5. ~~The amount~~ range of all fees, fines and costs, known or reasonably
4 known, and the purpose for which they are required and ~~their total~~ the range of
5 totals must be:

6 (a) Disclosed in writing to the tenant before he or she enters into a written
7 rental agreement or otherwise commences the tenancy; and

8 (b) Clearly and conspicuously printed on the first page of the written rental
9 agreement ~~or~~ or clearly and conspicuously disclosed within the addenda to the
10 rental agreement, if applicable, that must be signed by the landlord or his or her
11 agent and the tenant or his or her agent.

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

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

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

16 (c) ~~No charges for partial or late payments of rent or for dishonored checks are~~
17 ~~paid by the tenant.~~ There is no fee for the late payment of rent.

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

20 ~~6.~~ 7. It is unlawful for a landlord or any person authorized to enter into a
21 rental agreement on his or her behalf to use any written agreement which does not
22 conform to the provisions of this section, and any provision in an agreement which
23 contravenes the provisions of this section is void.

24 ~~7.~~ 8. As used in this section, "single-family residence" means a structure
25 that is comprised of not more than four units. The term does not include a
26 manufactured home as defined in NRS 118B.015.

27 **Sec. 13.** NRS 118A.210 is hereby amended to read as follows:

28 118A.210 1. Rent is payable without demand or notice at the time and place
29 agreed upon by the parties.

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

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

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

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

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

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

41 (b) Such a late fee must not exceed 5 percent of the amount of the periodic
42 rent; ~~and~~

43 (c) Such a late fee must not be charged until the expiration of the grace
44 period set forth in the rental agreement; and

45 (d) The maximum amount of the late fee must not be increased based upon a
46 late fee that was previously imposed.

47 **Sec. 14.** NRS 118A.220 is hereby amended to read as follows:

48 118A.220 1. A rental agreement shall not provide that the tenant:

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

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

52 (c) Agrees to pay ~~the~~ .

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

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

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

6 (II) *Actual and reasonable;*

7 (d) Agrees to the exculpation or limitation of any liability of the landlord
 8 arising under law or to indemnify the landlord for that liability or the costs
 9 connected therewith if the liability is based upon an act or omission of the landlord
 10 or any agent or employee of the landlord; or

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

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

16 **Sec. 15.** NRS 118A.242 is hereby amended to read as follows:

17 118A.242 1. The landlord may not demand or receive ~~a fee~~
 18 ~~—(a) A~~ security deposit or a surety bond, or a combination thereof, including the
 19 last month's rent, whose ~~the~~ total amount or value ~~of which~~ exceeds 3 months'
 20 periodic rent.

21 ~~[(b) A cleaning deposit, the total amount of which exceeds 15 percent of the~~
 22 ~~periodic rent.]~~

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

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

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

28 (c) Clean the dwelling unit.

29 3. The landlord:

30 (a) Is not required to accept a surety bond purchased by the tenant in lieu of
 31 paying all or part of the security deposit; and

32 (b) May not require a tenant to purchase a surety bond in lieu of paying all or
 33 part of the security deposit.

34 4. Upon termination of the tenancy by either party for any reason, the
 35 landlord may claim ~~fee~~

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

38 ~~[(1)]~~ (a) Remedy any default of the tenant in the payment of rent ~~[- to~~
 39 ~~repair]~~ ;

40 ~~[(2)]~~ (b) Repair damages to the premises caused by the tenant other than
 41 normal wear ~~[and to pay the reasonable costs of cleaning the premises.] ; and~~

42 ~~[(3)]~~ (c) Clean the premises . ~~five~~

43 ~~—(I) The premises are financed in whole or in part from assistance~~
 44 ~~provided by a governmental agency; and~~

45 ~~—(II) The landlord did not charge the tenant a cleaning deposit; and~~

46 ~~—(b) Claim the entirety of the cleaning deposit.]~~

47 ~~[(3)]~~ 5. The landlord shall ~~provide~~ deliver to the tenant ~~[with]~~ an itemized,
 48 written accounting of the disposition of the security deposit or surety bond, or a
 49 combination thereof, and return any remaining portion of the security deposit to the
 50 tenant ~~no~~ not later than 30 ~~[28]~~ days after the termination of the tenancy by
 51 handing it to the tenant personally at the place where the rent is paid, or by mailing
 52 it to the tenant at the tenant's present address or, if that address is unknown, at the
 53 tenant's last known address.

~~15. If a tenant disputes an item contained in an itemized written 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.*

~~7. If the landlord fails or refuses to deliver the itemized, written accounting or return the remainder of a security deposit within 30 days after the end of a tenancy, the landlord is~~

~~(a) liable to the tenant for damages;~~

~~(a) 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 security deposit.~~

~~8. In determining the sum, if any, to be awarded under paragraph (b) of subsection 7, 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 tenant waives all claims or causes of action against the landlord relating to the security deposit.~~

~~9. In any action relating to an amount claimed of a security deposit or surety bond, or a combination thereof, 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.~~

~~10. A rental agreement may 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.~~

~~11. 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.~~

Sec. 16. ~~[NRS 118A.244 is hereby amended to read as follows:~~

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

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

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

~~The successor has the rights, obligations and liabilities of the former landlord as to any portion of the security deposit owed under this section or NRS 118A.242 at the time of transfer.~~

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

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

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

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

~~(a) Shall accept the tenant's security deposit ; [or surety bond, or a combination thereof,] and~~

~~(b) Shall not require any additional security deposit [or surety bond, or a combination thereof,] from the tenant during the term of the rental agreement.]~~
(Deleted by amendment.)

Sec. 17. ~~NRS 118A.250 is hereby amended to read as follows:~~

~~118A.250 The landlord shall deliver to the tenant upon the tenant's request a signed written receipt for the security deposit [or surety bond, or a combination thereof,] and any other payments, deposits or fees, including rent, paid by the tenant and received by the landlord. The tenant may refuse to make rent payments until the landlord tenders the requested receipt.]~~ **(Deleted by amendment.)**

Sec. 18. NRS 118A.300 is hereby amended to read as follows:

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

1. *The* rent payable by a tenant unless the landlord serves the tenant with a written notice, ~~[60] at least [45] 60~~ days or, in the case of any periodic tenancy of less than 1 month, ~~[30] at least [15] 30~~ days in advance of the first rental payment to be increased, advising the tenant of the increase.

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

(a) *At least [45] 60 days in advance of the first payment to be increased, if the tenancy is from month to month; or*

(b) *At least [15] 30 days in advance of the first payment to be increased, if the tenancy is from week to week.*

Sec. 19. NRS 118A.355 is hereby amended to read as follows:

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

(a) Terminate the rental agreement immediately.

(b) Recover actual damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 **Sec. 20.** NRS 118A.370 is hereby amended to read as follows:

36 118A.370 If the landlord fails to deliver possession of the dwelling unit to the
37 tenant as provided in this chapter, rent abates until possession is delivered as
38 required, and the tenant may:

39 1. Terminate the rental agreement upon at least 5 days' written notice to the
40 landlord and upon termination the landlord shall return all prepaid rent, any security
41 deposit recoverable under this chapter ~~[,] and any [payment,] other fee, fine, cost or~~
42 ~~deposit [, fee or charge to secure the execution of] required under~~ the rental
43 agreement ~~[-or] to be paid by the tenant before his or her possession of the~~
44 *premises.*

45 2. Demand performance of the rental agreement by the landlord and, if the
46 tenant elects, maintain an action for possession of the dwelling unit against the
47 landlord or any person wrongfully in possession and recover the actual damages
48 sustained. If the landlord has exercised due diligence to evict the holdover tenant or
49 remedy the condition keeping the new tenant from taking possession, the landlord
50 is not liable for damages. ~~[-or]~~

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

1 **Sec. 21.** NRS 118A.380 is hereby amended to read as follows:

2 118A.380 1. If the landlord is required by the rental agreement or this
3 chapter to supply heat, air-conditioning, running water, hot water, electricity, gas, a
4 functioning door lock or another essential item or service and the landlord willfully
5 or negligently fails to do so, causing the premises to become unfit for habitation,
6 the tenant shall give written notice to the landlord specifying the breach. If the
7 landlord does not adequately remedy the breach, or use his or her best efforts to
8 remedy the breach within 48 hours, except a Saturday, Sunday or legal holiday,
9 after it is received by the landlord, the tenant may, in addition to any other remedy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

48 118A.440 If the tenant's failure to perform basic obligations under this
49 chapter can be remedied by repair ~~[]~~ *or* replacement of a damaged item, ~~[or~~
50 *cleaning.]* and the tenant fails to use his or her best efforts to comply within 14 days
51 after written notice by the landlord specifying the breach and requesting that the
52 tenant remedy it within that period of time or more promptly if conditions require in
53 case of emergency, the landlord may enter the dwelling unit and cause the work to

1 be done in a workmanlike manner and submit the itemized bill for the actual and
2 reasonable cost, or the fair and reasonable value of the work. The itemized bill must
3 be paid as rent on the next date periodic rent is due, or if the rental agreement has
4 terminated, may be submitted to the tenant for immediate payment or deducted
5 from the security deposit.

6 **Sec. 23.** ~~[NRS 40.251 is hereby amended to read as follows:~~

7 ~~40.251 1. A tenant of real property, a recreational vehicle or a mobile home
8 for a term less than life is guilty of an unlawful detainer when having leased:~~

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

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

14 ~~(2) Except as otherwise provided in subsection 2, for all other periodic
15 tenancies, at least [30] 60 days; or~~

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

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

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

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

23 ~~(II) Except as otherwise provided in subsection 2, at least [30] 60 days
24 for all other periodic tenancies; or~~

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

27 ~~(c) A mobile home lot subject to the provisions of chapter 118B of NRS, or a
28 lot for a recreational vehicle in an area of a mobile home park other than an area
29 designated as a recreational vehicle lot pursuant to the provisions of subsection 8 of
30 NRS 40.215, the tenant continues in possession, in person or by subtenant, without
31 the landlord's consent:~~

32 ~~(1) After notice has been given pursuant to NRS 118B.115, 118B.170 or
33 118B.190 and the period of the notice has expired; or~~

34 ~~(2) If the person is not a natural person and has received three notices for
35 nonpayment of rent within a 12 month period, immediately upon failure to pay
36 timely rent.~~

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

40 ~~2. Except as otherwise provided in this section, if a tenant with a periodic
41 tenancy pursuant to paragraph (a) or (b) of subsection 1, other than a tenancy from
42 week to week, is 60 years of age or older or has a physical or mental disability, the
43 tenant may request to be allowed to continue in possession for an additional 30 days
44 beyond the time specified in subsection 1 by submitting a written request for an
45 extended period and providing proof of the tenant's age or disability. A landlord
46 may not be required to allow a tenant to continue in possession if a shorter notice is
47 provided pursuant to subparagraph (2) of paragraph (b) of subsection 1.~~

48 ~~3. Except as otherwise provided in this section, if a tenant with a periodic
49 tenancy pursuant to paragraph (a) or (b) of subsection 1 is a federal worker, tribal
50 worker, state worker or household member of such a worker, the tenant may
51 request to be allowed to continue in possession during the period commencing on
52 the date on which a shutdown begins and ending on the date that is 30 days after the
53 date on which the shutdown ends by submitting a written request for the extended~~

~~period and providing proof that he or she is a federal worker, tribal worker, state worker or household member of such a worker during the shutdown.~~

~~4. Except as otherwise provided in NRS 118A.315, a landlord who receives a request from a tenant pursuant to subsection 3 shall allow a tenant to continue in possession for the period requested.~~

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

~~6. If a landlord rejects a request to allow a tenant to continue in possession for an additional 30 days pursuant to subsection 2, the tenant may petition the court for an order to continue in possession for the additional 30 days. If the tenant submits proof to the court that the tenant is entitled to request such an extension, the court may grant the petition and enter an order allowing the tenant to continue in possession for the additional 30 days. If the court denies the petition, the tenant must be allowed to continue in possession for 5 calendar days following the date of entry of the order denying the petition.] **(Deleted by amendment.)**~~

Sec. 24. NRS 40.253 is hereby amended to read as follows:

40.253 1. Except as otherwise provided in subsection 12, in addition to the remedy provided in NRS 40.2512 and 40.290 to 40.420, inclusive, when the tenant of any dwelling, apartment, mobile home or recreational vehicle with periodic rent reserved by the month or any shorter period is in default in payment of the rent, the landlord or the landlord's agent may cause to be served a notice in writing, requiring in the alternative the payment of the rent or the surrender of the premises:

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

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

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

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

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

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

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

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

1 (b) Advise the tenant:

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

6 (2) That if the court determines that the tenant is guilty of an unlawful
7 detainer, the court may issue a summary order for removal of the tenant or an order
8 providing for the nonadmittance of the tenant, directing the sheriff or constable of
9 the county to post the order in a conspicuous place on the premises not later than 24
10 hours after the order is received by the sheriff or constable. The sheriff or constable
11 shall remove the tenant not earlier than 24 hours but not later than 36 hours after the
12 posting of the order; and

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

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

22 5. Upon noncompliance with the notice:

23 (a) The landlord or the landlord's agent may apply by affidavit of complaint
24 for eviction to the justice court of the township in which the dwelling, apartment,
25 mobile home or recreational vehicle are located or to the district court of the county
26 in which the dwelling, apartment, mobile home or recreational vehicle are located,
27 whichever has jurisdiction over the matter. The court may thereupon issue an order
28 directing the sheriff or constable of the county to post the order in a conspicuous
29 place on the premises not later than 24 hours after the order is received by the
30 sheriff or constable. The sheriff or constable shall remove the tenant not earlier than
31 24 hours but not later than 36 hours after the posting of the order. The affidavit
32 must state or contain:

33 (1) The date the tenancy commenced.

34 (2) The amount of periodic rent reserved.

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

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

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

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

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

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

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

45 (b) Except when the tenant has timely filed the affidavit described in
46 subsection 3 and a file-stamped copy of it has been received by the landlord or the
47 landlord's agent, and except when the landlord is prohibited pursuant to NRS
48 118A.480, the landlord or the landlord's agent may, in a peaceable manner, provide
49 for the nonadmittance of the tenant to the premises by locking or otherwise.

50 6. Upon the filing by the tenant of the affidavit permitted in subsection 3,
51 regardless of the information contained in the affidavit, and the filing by the
52 landlord of the affidavit permitted by subsection 5, the justice court or the district
53 court shall hold a hearing, after service of notice of the hearing upon the parties, to

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

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

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

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

29 (a) Determine the costs, if any, claimed by the landlord pursuant to NRS
30 118A.460 and any accumulating daily costs; and

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

33 9. The tenant may, upon payment of the appropriate fees relating to the filing
34 and service of a motion, file a motion with the court on a form provided by the
35 clerk of court to dispute the reasonableness of the actions of a landlord pursuant to
36 subsection 3 of NRS 118A.460. The motion must be filed within 5 days after the
37 tenant has vacated or been removed from the premises. Upon the filing of a motion
38 pursuant to this subsection, the court shall schedule a hearing on the motion. The
39 hearing must be held within 5 days after the filing of the motion. The court shall
40 affix the date of the hearing to the motion and order a copy served upon the
41 landlord by the sheriff, constable or other process server. At the hearing, the court
42 may:

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

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

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

- 49 (a) Whether the landlord acted in good faith;
- 50 (b) The course of conduct between the landlord and the tenant; and
- 51 (c) The degree of harm to the tenant caused by the landlord's conduct.

52 11. A landlord shall not refuse to accept rent from a tenant that is submitted
53 after the landlord or the landlord's agent has served or had served a notice pursuant

1 to subsection 1 if the refusal is based on the fact that the tenant has not paid
2 collection fees, attorney's fees or other costs other than rent, a reasonable ~~charge~~
3 ~~fee~~ for late ~~payments~~ *payment* of rent ~~for dishonored checks,~~ or a security
4 deposit. As used in this subsection, "security deposit" has the meaning ascribed to it
5 in ~~NRS 118A.240.~~ *section 5 of this act.*

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

8 (a) The tenant of a mobile home lot in a mobile home park or to the tenant of a
9 recreational vehicle lot in an area of a mobile home park in this State other than an
10 area designated as a recreational vehicle lot pursuant to the provisions of subsection
11 8 of NRS 40.215.

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

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

17 **Sec. 25.** NRS 40.280 is hereby amended to read as follows:

18 40.280 1. Except as otherwise provided in NRS 40.253 and 40.2542, the
19 notices required by NRS 40.251 to 40.260, inclusive, must be served by the sheriff,
20 a constable, a person who is licensed as a process server pursuant to chapter 648 of
21 NRS or the agent of an attorney licensed to practice in this State:

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

23 (b) If the tenant is absent from the tenant's place of residence or from the
24 tenant's usual place of business, by leaving a copy with a person of suitable age and
25 discretion at either place and mailing a copy to the tenant at the tenant's place of
26 residence or place of business.

27 (c) If the place of residence or business cannot be ascertained, or a person of
28 suitable age or discretion cannot be found there, by posting a copy in a conspicuous
29 place on the leased property, delivering a copy to a person there residing, if the
30 person can be found, and mailing a copy to the tenant at the place where the leased
31 property is situated.

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

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

39 (b) If the unlawful or unauthorized occupant is absent from the real property,
40 by leaving a copy with a person of suitable age and discretion at the property and
41 mailing a copy to the unlawful or unauthorized occupant at the place where the
42 property is situated. If the occupant is unknown, the notice must be addressed to
43 "Current Occupant."

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

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

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

52 (a) An order for removal of a tenant is issued pursuant to NRS 40.253 or
53 40.254;

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

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

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

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

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

10 (1) If the notice was served pursuant to subsection 1, a written statement,
11 endorsed by the person who served the notice, stating the date and manner of
12 service. The statement must also include the number of the badge or license of the
13 person who served the notice. If the notice was served by the agent of an attorney
14 licensed in this State, the statement must be accompanied by a declaration, signed
15 by the attorney and bearing the license number of the attorney, stating that the
16 attorney:

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

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

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

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

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

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

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

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

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

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

40 (III) Fees paid for the service.

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

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

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

50 (2) If the notice was served pursuant to paragraph (b) or (c) of subsection
51 1, an affidavit or declaration signed under penalty of perjury by the person who
52 served the notice, stating the date and manner of service and accompanied by a

1 confirmation of delivery or certificate of mailing issued by the United States Postal
2 Service or confirmation of actual delivery by a private postal service.

3 (b) If the notice was served by a sheriff, a constable or a person who is licensed
4 as a process server pursuant to chapter 648 of NRS, a written statement, endorsed
5 by the person who served the notice, stating the date and manner of service. The
6 statement must also include the number of the badge or license of the person who
7 served the notice.

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

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

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

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

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

16 (III) Fees paid for the service.

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

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

21 (b) The agent is acting at the direction and under the direct supervision of the
22 attorney ~~}; and~~

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

25 **Sec. 26.** NRS 73.012 is hereby amended to read as follows:

26 73.012 **1.** A corporation, partnership, business trust, estate, trust, association
27 or any other nongovernmental legal or commercial entity may be represented by its
28 director, officer or employee in an action mentioned or covered by this chapter.

29 **2. A landlord may be represented by his or her agent in an action
30 mentioned or covered by this chapter.**

31 **Sec. 26.5. 1. The amendatory provisions of this act do not apply to
32 the tenant of a dwelling that is a manufactured home or on the premises of a
33 manufactured home lot or a manufactured home park.**

34 **2. As used in this section:**

35 **(a) "Dwelling" has the meaning ascribed to it in 118A.080.**

36 **(b) "Manufactured home" has the meaning ascribed to it in NRS
37 118B.015.**

38 **(c) "Manufactured home lot" has the meaning ascribed to it in NRS
39 118B.016.**

40 **(d) "Manufactured home park" has the meaning ascribed to it in NRS
41 118B.017.**

42 **(e) "Tenant" has the meaning ascribed to it in NRS 118A.170.**

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

48 **Sec. 28.** NRS 118A.240 is hereby repealed.

49 **Sec. 29.** This act becomes effective upon passage and approval.

TEXT OF REPEALED SECTION

118A.240 “Security deposit” defined.

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

- (a) Remedying 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 deposit” 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.