
SENATE BILL NO. 381—SENATORS D. HARRIS, DONATE, SPEARMAN,
FLORES; DALY, KRASNER, LANGE, NEAL, OHRENSCHALL,
SCHEIBLE AND STONE

MARCH 27, 2023

Referred to Committee on Commerce and Labor

SUMMARY—Prohibits a landlord from requiring a tenant to pay certain charges. (BDR 10-650)

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; prohibiting a landlord from requiring a tenant to pay any fee or other charge for the performance of certain repairs, maintenance tasks or other work for which the landlord has a duty to perform to maintain the habitability of a dwelling unit; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law requires a landlord to maintain a dwelling unit in a habitable
2 condition at all times during the tenancy of that dwelling unit. (NRS 118A.290)
3 This bill prohibits a landlord from requiring a tenant to pay any fee or other charge
4 for the performance of any repairs, maintenance tasks or other work for which the
5 landlord has a duty to perform to maintain the habitability of the dwelling unit.

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

1 **Section 1.** NRS 118A.290 is hereby amended to read as
2 follows:
3 118A.290 1. The landlord shall at all times during the
4 tenancy maintain the dwelling unit in a habitable condition. A
5 dwelling unit is not habitable if it violates provisions of housing or
6 health codes concerning the health, safety, sanitation or fitness for
7 habitation of the dwelling unit or if it substantially lacks:



1 (a) Effective waterproofing and weather protection of the roof
2 and exterior walls, including windows and doors.

3 (b) Plumbing facilities which conformed to applicable law when
4 installed and which are maintained in good working order.

5 (c) A water supply approved under applicable law, which is:

6 (1) Under the control of the tenant or landlord and is capable
7 of producing hot and cold running water;

8 (2) Furnished to appropriate fixtures; and

9 (3) Connected to a sewage disposal system approved under
10 applicable law and maintained in good working order to the extent
11 that the system can be controlled by the landlord.

12 (d) Adequate heating facilities which conformed to applicable
13 law when installed and are maintained in good working order.

14 (e) Electrical lighting, outlets, wiring and electrical equipment
15 which conformed to applicable law when installed and are
16 maintained in good working order.

17 (f) An adequate number of appropriate receptacles for garbage
18 and rubbish in clean condition and good repair at the
19 commencement of the tenancy. The landlord shall arrange for the
20 removal of garbage and rubbish from the premises unless the parties
21 by written agreement provide otherwise.

22 (g) Building, grounds, appurtenances and all other areas under
23 the landlord's control at the time of the commencement of the
24 tenancy in every part clean, sanitary and reasonably free from all
25 accumulations of debris, filth, rubbish, garbage, rodents, insects and
26 vermin.

27 (h) Floors, walls, ceilings, stairways and railings maintained in
28 good repair.

29 (i) Ventilating, air-conditioning and other facilities and
30 appliances, including elevators, maintained in good repair if
31 supplied or required to be supplied by the landlord.

32 2. The landlord and tenant may agree that the tenant is to
33 perform specified repairs, maintenance tasks and minor remodeling
34 only if:

35 (a) The agreement of the parties is entered into in good faith;
36 and

37 (b) The agreement does not diminish the obligations of the
38 landlord to other tenants in the premises.

39 3. An agreement pursuant to subsection 2 is not entered into in
40 good faith if the landlord has a duty under subsection 1 to perform
41 the specified repairs, maintenance tasks or minor remodeling and
42 the tenant enters into the agreement because the landlord or his or
43 her agent has refused to perform them.

44 ***4. The landlord shall not require a tenant to pay any fee or***
45 ***other charge for the performance of any repairs, maintenance***



1 *tasks or other work for which the landlord has a duty under*
2 *subsection 1 to perform, including, without limitation, any fee or*
3 *other charge to cover the costs of any deductible or copayment*
4 *under a policy of insurance for home protection or service*
5 *contract for the performance of any such repairs, maintenance*
6 *tasks or other work.*

7 5. *As used in this section:*

8 (a) *“Insurance for home protection” has the meaning ascribed*
9 *to it in NRS 690B.100.*

10 (b) *“Service contract” has the meaning ascribed to it in*
11 *NRS 690C.080.*

12 **Sec. 2.** This act becomes effective on July 1, 2023.

