

Proposed Amendment to Senate Bill 381

Prepared by Senator Dallas Harris
April 10, 2023

Amendment Summary: This amendment clarifies that a landlord may continue to charge tenants for repairs caused by the tenant's negligence.

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.

Section 1. NRS 118A.290 is hereby amended to read as follows:

118A.290 1. The landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. A dwelling unit is not habitable if it violates provisions of housing or health codes concerning the health, safety, sanitation, or fitness for habitation of the dwelling unit or if it substantially lacks:

- (a) Effective waterproofing and weather protection of the roof and exterior walls, including windows and doors.
- (b) Plumbing facilities which conformed to applicable law when installed and which are maintained in good working order.
- (c) A water supply approved under applicable law, which is:
 - (1) Under the control of the tenant or landlord and is capable of producing hot and cold running water;
 - (2) Furnished to appropriate fixtures; and
 - (3) Connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the landlord.

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

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

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

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

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

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

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

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

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

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

4. Except as otherwise provided in subsection 5, ~~The~~ the landlord shall not require a tenant to pay any fee or other charge for the performance of any repairs, maintenance tasks, or other work for which the landlord has a duty under subsection 1 to perform, including, without limitation, any fee or other charge to cover the costs of any deductible or copayment under a policy of insurance for home protection or service contract for the performance of any such repairs, maintenance tasks or other work.

5. The landlord may require a tenant to pay any fee or other charge for the performance of any repairs, maintenance tasks, or other work for a condition caused by the tenant's own deliberate or negligent act or omission or that of a member of his or her household or other person on the premises with his or her consent.

~~5.~~ 6. As used in this section:

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

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

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