

JOINT MEETING  
ASSEMBLY COMMERCE COMMITTEE  
 AND  
ASSEMBLY JUDICIARY COMMITTEE

MINUTES

February 26, 1975

This Joint Meeting of the Assembly Commerce Committee and the Assembly Judiciary Committee was called to order at 3:00 p.m. by Dr. Robert E. Robinson, Chairman of the Commerce Committee, for the purpose of considering A.B.130.

MEMBERS PRESENT: Assembly Commerce Committee

ROBINSON, HARMON, DEMERS,  
 HICKEY, MOODY, SCHOFIELD,  
 BENKOVICH and GETTO.

Assembly Judiciary Committee

BARENGO, BANNER, HEANEY,  
 HICKEY, LOWMAN, POLISH, SENA,  
 Mrs. HAYES and Mrs. WAGNER.

MEMBERS EXCUSED: Assembly Commerce Committee

WITTENBERG.

Assembly Judiciary Committee

NONE.

Attached to these Minutes is a Guest Register listing the guests present at this meeting.

First to testify was Mr. Rex W. Lundberg, Commissioner, Consumer Affairs Division, Nevada State Department of Commerce, Las Vegas, Nevada. Mr. Lundberg presented the Committees with a copy of a four-page amendment to A.B.130, which is attached hereto. Mr. Lundberg gave a brief history of the bill and how the "landlord and tenant" situation developed. He said with a bit of effort he thought that a combination effort between the legislators and the interested parties would result in a bill which would enumerate the rights and responsibilities of both the landlord and the tenant and would set forth exact terms for compliance by both parties.

Mr. Harmon entered the meeting.

Minutes  
Page Two.

Joint Meeting  
February 26, 1975

Mr. Lundberg stated that lands used for agricultural or farming purposes are not covered by this act.

Mr. Benkovich and Mr. Getto entered the meeting.

Next to testify was Mr. Irv Rappaport, Nevada Apartment Association, who stated that he feels that the landlords must provide proper and good housing for their tenants, but that the tenants must pay their rent.

Mr. Demers left the meeting briefly and returned.

Mr. Gene Milligan, Nevada Association of Realtors, spoke next regarding A.B.130. He said that they concur in principle, and they are not in opposition in that regard; however, they wish to have more of an opportunity to thoroughly review and study this bill. They wish to work on this bill and come back with something which is acceptable.

Next to speak was Father Larry Dunphy of the Franciscan Center. He stated that they are trying to bring the bill into law and wish it to pass. Father Dunphy read a statement in support of A.B.130 and began with a brief history of this type of legislation which numerous states have adopted in the last few years. He said that this bill attempts to give both sides a clear statement of public policy and law. He stated that this bill received approval of the apartment owners because it protects them, as well as protecting the tenant.

Ms. Vincenta Montoya, representing the group PPPT (Poor People Pulling Together) from Las Vegas, stated that this group was in favor of passage of this bill. She commented that it is an equitable bill without undue leverage on either the landlord or the tenant.

Next to testify was Mr. Rusty Nash, Deputy District Attorney from Washoe County, Civil Division, who testified that there was nothing in Nevada statutes which said that certain premises had to be "habitable" for a tenant. He said that the proposed A.B.130 would set up "ground rules" so that both parties would know where they stood.

At this point, Mrs. Wagner and Mr. Barengo entered the meeting, and Mr. Barengo proceeded to chair the meeting.

Mr. Nash felt that if a landlord is required to keep apartments in good repair it would possibly deter neighborhoods from turning into slum areas. Mr. Nash said that he knew that the Health Department and the Building Department

Minutes  
Page Three.

Joint Meeting  
February 26, 1975

of Washoe County would like to have this source opened up to them. Mr. Nash went on to discuss some of the problems the tenant has had with the landlord keeping their personal possessions and locking them out of the premises.

Next to testify was William H. McNiell, Washoe County Legal Aid Society, who stated that a written rental agreement is extremely important. Any type of landlord-tenant arrangement should be backed up by a written agreement. Each party should sign the agreement and keep a copy of it so there will be no misunderstanding on either side. Mr. McNiell also stated that under certain circumstances a tenant may have the right to withhold rent. The Washoe County Legal Aid Society is in favor of this bill. They feel that it will solve numerous problems which Washoe County is now experiencing.

The next person speaking regarding A.B.130 was Joshua M. Landish, Clark County Legal Services. He gave a brief history of how the bill proceeded to be drawn. Mr. Landish explained that he feels the measure will help both parties to the rental contract.

Mr. Moody left the meeting at this point.

Mr. Landish stated that the landlord is entitled to set up reasonable rules and the tenant, if he abides by these rules, is entitled to treat the rental as his home and to remain there.

Next to testify was Nick Parras, Northern Nevada Apartment Association, who spoke about the apartment owners problems with the transient population of Nevada.

Mr. Heaney entered the meeting.

Mr. Parras continued that he feels that if enough people get together on this problem, some good, workable legislation will result whereby the problem is alleviated. Members of the Committees questioned Mr. Parras at this point.

Mr. Harmon and Mr. Hickey left the meeting.

Ruby Duncan, President of the Clark County Welfare Rights Organization, testified next. This organization comprises about 2,900 people who are poor or very near poor. Ms. Duncan was here to support the passage of A.B.130 on behalf

## Assembly Committee on Commerce

Minutes  
Page Four.

Joint Meeting  
February 26, 1975

of this organization. She said that she feels this bill will support the rights of the tenants and the obligations of the landlords.

Testifying further, Irv Rappaport of the Nevada Apartment Association said that the rule of management was to provide proper housing, maintain the house or premises and respect the rights of the tenant. The resident, on the other hand, has the obligation to pay his rent, respect the property and respect the rights of his or her fellow tenants. Mr. Rappaport stated that the Nevada Apartment Association feels it is best to do away with the term "landlord" and use the term "management". The Nevada Apartment Association very much wishes to have an act of this nature passed by this 1975 Legislature which is fair to both sides. The owner of premises needs protection for his investment, and the tenant needs protection for his or her investment, which is in occupying the premises peacefully. He stated that a fair rental housing act which will not lead to litigation is acceptable to the Apartment Association.

Marilee Railton, the owner of some modest rental property, was next to testify. She referred specifically to A.B.130, Page 18, Line 36. This pertains to the tenant's right to file an affidavit with the justice of the peace stating he has paid his back rent, which the landlord is trying to collect. When she goes to the justice of the peace for an eviction, she is told that an affidavit was filed by the tenant and her only recourse is to go to a private attorney and have him take the tenant to court. Her suggestion was to insert on Line 36 the provision that the tenant have and show reasonable evidence of the payment of rent when filing the affidavit. She also suggested that on Line 37 after the word "affidavit" that "together with a copy of proof of the payment" be inserted.

Mr. Landish pointed out that there is no need to hire an attorney, because after both sides have filed their affidavits, then the matter is automatically set down for hearing.

Mr. Nash interjected that at present the landlord can evict someone upon filing his affidavit without any proof required. He said that it is unfair to require something more of the tenant than is required of the landlord. He said he thought that the Small Claims Court should handle these matters. He thinks some informal procedure should be available without the landlord having to hire an attorney.

Mr. Banner left the meeting.

Assembly Committee on Judiciary

Assembly Committee on Commerce

Minutes  
Page Five.

Joint Meeting  
February 26, 1975

Mr. Irv Rappaport explained the procedure of how a landlord legally evicts a tenant.

Mr. Demers left the meeting.

Mr. Landish stated that Clark County conducts a hearing on the affidavits.

Mr. Lundberg commented on the wording in the amendment which he proposed. It was brought out that Washoe County and Clark County have different procedures after the filing of the affidavits by both parties.

Mr. Milligan recommended that something be put in the act as to what the penalties are for filing a false affidavit. Mr. Landish said he did not agree with this.

Ms. Montoya stated that if we change the procedure, a landlord will not have to get an attorney to go to court to prove nonpayment of rent.

Mr. Rappaport stated that a written receipt should be given.

Mr. Barengo questioned Mr. Landish about Section 23 of A.B.130, which deals with notice. Mr. Landish advised the Committees that the notice provision was taken from the Uniform Commercial Code, Section 104.1201, Subsection 26. He went on to say that the thrust of A.B.130 is to solve the problems of the landlords and tenants and keep the attorneys out of it.

Further questioning of Mr. Landish by these Committees followed relative to Section 27 on Page 4, Subsection 3 of the proposed bill. This section refers to the security deposit held by the management.

Mrs. Hayes left the meeting.

Mr. Landish said that a separate account should hold the security deposits and that no interest should be paid.

Mr. Barengo pointed out that there may be an unreasonable burden placed upon the citizen who owns a home, buys another and rents out the first one. Discussion of this situation followed.

Mrs. Hayes re-entered the meeting.

Assembly Committee on Commerce

Minutes  
Page Six.

Joint Meeting  
February 26, 1975

Mr. Milligan pointed out that the Association of Realtors has discussed the problem of the person who rents out just one home, and there seems to be considerable sentiment towards exempting the homeowner.

Mr. Heaney said that he thinks there may be a conflict with other statutes in the definition of "dwelling".

Mr. Nash commented that the thrust of A.B.130 is mainly aimed at the people with multiple rentals. Once this bill is passed, there will exist a standard lease form which will be accessible to anyone.

Mrs. Wagner left the meeting.

Another problem the landlord faces was brought to light by Mr. Rappaport. This is the situation where a tenant is going to move, and subsequently the dwelling is rented to another party. Then, the tenant does not move when he originally planned and stays in the dwelling. This creates a problem with the new party who rents the dwelling and was told when he could move in before the tenant decides to stay longer. The new party then holds the management liable.

Mr. Gene Empey, a resident of the surrounding area and Lake Tahoe, spoke about the tenants who rent in the Lake Tahoe area. This problem is one mainly of the vacationer, who may rent a second residence at the Lake for a few weeks or three months.

Mrs. Hayes left the meeting again.

Dr. Robinson suggested that all of the proposed amendments be considered and the bill be amended to include them. Then, he said the Judiciary Committee could consider the bill in that form and send it out of their committee with any further amendments. At that point, it would go to the Commerce Committee, and they could work with it from there.

There being no further business, it was moved and seconded that the meeting be adjourned, and this was done by Mr. Barengo at 5:10 p.m.



## ASSEMBLY JUDICIARY COMMITTEE

## GUEST REGISTER

DATE: Feb. 26, 1975

3:00 joint meeting

NAME	BILL NO.	SPEAKING	REPRESENTING
Lilie Brannke	AB 130		Reno App. Reg. & Owners Assn.
Fi. Larry Dunphy	AB 130	✓	Franciscan Center
Neil Charas	" "		Northern Nevada Apt Assoc.
Bruce Emszen			
Rev. W. Lundberg	AB 130	✓	Nev. State Consumer Affairs Div.
Joe Taylor	AB-130		" " " " "
RAY TERSE	" "		" " " " "
Joshua M. Sandvik	AB 130	✓	CLARK COUNTY LEGAL SERVICES
Verenta Montoya	AB 130	✓	Poor People Pulling Together
Louise Sanders	AB 130		P P P T
Jean Parratt	AB 130		CLARK County Legal Services
Joni James	AB 130		CLARK COUNTY LEGAL SERVICES
Alice Knight	AB 130		CLARK COUNTY LEGAL SERVICES
Dr. Lippert	AB 130		Nevada Apt Assn.
Ruby Duncan	AB 130		Clark Co. Welfare Rights
Sen. Neal	AB-130		Dist. #4 (Senate)
William H. Good	AB-130		Washoe County Legal Aid Society
Brian Fry	AB-130		self
Zawad Prusley	AB-130		Capitol Motel
Patty Wash	AB-130		Washoe County District attorney's office
Marilee Raiton	AB-130	✓	Self





Amend the title of the bill, page 1, line 3, after "lines" by inserting: "and supplemental remedies" (ref. #7915 p. 3)

Amend sec. 27, page 4, line 37, by deleting "any" and inserting: "either or both". (ref. p. 1, l. 1 #7915 and p. 1, ll. 2-3, #7933)

Amend sec. 6, page 1, by deleting lines 16 and 17 and inserting: "Sec. 6. "Court" means the justice of the peace situated in the county wherein the management's property is located, unless the damages exceed the authority of said court in which case the proper court will be determined by existing laws or practice per NRS 40.410."

Amend sec. 27, page 4, line 39, after the semicolon, inserting "and". (ref. p. 1, l. 3, #7915 and p. 1, l. 4, #7933)

Amend sec. 27, p. 4, l. 41, by deleting ";and" and inserting a period.

Amend sec. 27, p. 4, by deleting line 42 and inserting "(c). The term "security" shall not include cleaning fees or pet fees."

Amend sec. 27, p. 5, l. 8 by deleting "24 hours" and inserting "3 business days"

Amend sec. 27, p. 5, line 20, by deleting "rent," and inserting "rent or".

Amend sec. 27, p. 5 by deleting line 21 and inserting: "than normal wear and tear. The management".

Amend sec. 27, p. 5, line 24, by deleting "1 week" and inserting "2 weeks".

Amend sec. 31, p. 6, l. 50, after "heat", by inserting "or cooling".

Amend sec. 31, p. 6, l. 50, by deleting "weather" and inserting "seasonal".

Amend sec. 31, p. 7, line 1, by deleting "heat" and inserting "heat, cooling".

Amend sec. 40.4, page 9, by deleting lines 44 through 48 and inserting "4.

Management shall not unreasonably raise the rent of a resident to avoid compliance with this section."

Amend sec. 43.1.(b) page 11, line 32, by inserting "incoming or prospective" before "resident".

Amend sec. 43.1.(b) page 11, line 33, by deleting "management or any".

Amend sec. 43.1.(b) page 11, line 36, by inserting "incoming or prospective" before resident's".

Amend sec. 45.1, page 12, by deleting line 17 and inserting: "within one day after it is received, not including Saturdays, Sundays and legal holidays, may:".

Amend sec. 50.2, page 14, line 20, by deleting "by installments".

Amend sec. 52, page 14, line 38, by deleting "except as provided in section".

Amend sec. 52, page 14, line 39, by deleting "53 of this act,".

Amend sec. 53, page 14, by deleting subsection 1, lines 44-47.

Amend sec. 53, page 14, by deleting line 48 and inserting: "Sec. 53. The Management may dispose of personal property abandoned on".

Amend sec. 58.3(c), page 16, line 12 by deleting "after due diligence".

Amend sec. 63, page 18-19 by deleting lines 39-50 (p. 18) and lines 1-9(p.19) and inserting:

"2. Upon noncompliance with such notice, the landlord or his agent may apply by affidavit to the justice of the peace in the township wherein the dwelling, apartment or mobile home is located. Such justice of the peace may thereupon issue an order:

(a) Directing the sheriff or constable of the county to remove the tenant within 24 hours after receipt of the order; or

(b) Allowing the landlord or his agent, in a peaceable manner, to provide for the nonadmittance of the tenant to the premises by locking or otherwise.

3. The affidavit provided for in subsection 2 shall contain:

(a) The date the tenancy commenced.

(b) The amount of periodic rent reserved.

(c) The amounts of any cleaning or rent deposits paid in advance, in

excess of the first month's rent, by the tenant.

(d) The date the rental payments became delinquent.

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

(f) The amount of rent claimed due and delinquent.

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

(h) A copy of the written notice served on the tenant."

Amend sec. 63, page 19, line 10, by deleting "3." and inserting "4."