

ASSEMBLY BILL NO. 498—COMMITTEE ON COMMERCE AND LABOR

MARCH 24, 2003

Referred to Committee on Commerce and Labor

SUMMARY—Makes various changes to provisions governing manufactured home parks. (BDR 10-1296)

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 manufactured home parks; revising the provisions governing the calculation of interest on deposits held by landlords; requiring a landlord to provide certain information to tenants; expanding the requirements for continuing education for managers and assistant managers of such parks; authorizing a landlord to require a security deposit for certain uses of facilities in such parks; providing for an expedited notice of termination of leases under certain circumstances; providing for the termination of a lease without notice for habitual nonpayment of rent; revising the provisions governing the obligations of a landlord upon converting a park to another use; and providing other matters properly relating thereto.

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

1 **Section 1.** NRS 118B.040 is hereby amended to read as
2 follows:

3 118B.040 1. *An approved applicant for residency may*
4 *request 72 hours to review the proposed rental agreement or lease,*
5 *the rules and regulations of the manufactured home park and*
6 *other residency documents. Upon receiving such a request, the*
7 *landlord shall allow the approved applicant to review the*
8 *documents for 72 hours. This review period does not, however,*



* A B 4 9 8 R 1 *

1 *prevent the landlord from accepting another tenant for the space*
2 *or residency while the 72 hours is pending.*

3 2. A rental agreement or lease between a landlord and tenant to
4 rent or lease any manufactured home lot must be in writing. The
5 landlord shall give the tenant a copy of the agreement or lease at the
6 time the tenant signs it.

7 ~~2.~~ 3. A rental agreement or lease must contain, but is not
8 limited to, provisions relating to:

9 (a) The duration of the agreement.

10 (b) The amount of rent, the manner and time of its payment and
11 the amount of any charges for late payment and dishonored checks.

12 (c) Restrictions on occupancy by children or pets.

13 (d) Services and utilities included with the rental of a lot and the
14 responsibility of maintaining or paying for them, including the
15 charge, if any, for cleaning the lots.

16 (e) Deposits which may be required and the conditions for their
17 refund.

18 (f) Maintenance which the tenant is required to perform and any
19 appurtenances he is required to provide.

20 (g) The name and address of the owner of the manufactured
21 home park and his authorized agent.

22 (h) Any restrictions on subletting.

23 (i) Any recreational facilities and other amenities provided to the
24 tenant and any deposits or fees required for their use.

25 (j) Any restriction of the park to older persons pursuant to
26 federal law.

27 (k) The dimensions of the manufactured home lot of the tenant.

28 (l) A summary of the provisions of NRS 202.470.

29 (m) Information regarding the procedure pursuant to which a
30 tenant may report to the appropriate authorities:

31 (1) A nuisance.

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

34 (n) The amount to be charged each month to the tenant to
35 reimburse the landlord for the cost of a capital improvement to the
36 manufactured home park. Such an amount must be stated separately
37 and include the length of time the charge will be collected and the
38 total amount to be recovered by the landlord from all tenants in the
39 manufactured home park.

40 **Sec. 2.** NRS 118B.060 is hereby amended to read as follows:

41 118B.060 1. Any payment, deposit, fee or other charge which
42 is required by the landlord in addition to periodic rent, utility
43 charges or service fees and is collected as prepaid rent or a sum to
44 compensate for any tenant default is a "deposit" governed by the
45 provisions of this section.



- 1 2. The landlord shall maintain a separate record of the deposits.
2 3. Except as otherwise provided in subsection 4:
3 (a) All deposits are refundable, and upon termination of the
4 tenancy, or if the deposit is collected as a sum to compensate for a
5 tenant default, not more than 5 years after the landlord receives the
6 deposit, the landlord may claim from a deposit only such amounts as
7 are reasonably necessary to remedy tenant defaults in the payment
8 of rent, utility charges or service fees and to repair damage to the
9 park caused by the tenant. The landlord shall provide the tenant with
10 an itemized written accounting of the disposition of the deposit.
11 (b) Any refund must be sent to the tenant within 21 days after
12 the tenancy is terminated.
13 4. Each deposit collected as a sum to compensate for a tenant
14 default must be refunded to the tenant not more than 5 years after
15 the landlord receives the deposit or upon the termination of the
16 tenancy, whichever is earlier. The refund must include interest *on*
17 *the amount of the deposit* at the rate ~~[of 5 percent per year,]~~
18 *required by this subsection*, compounded annually, for the entire
19 period during which the deposit was held by the landlord. *For the*
20 *purposes of this subsection, the rate of interest must be equal to*
21 *the average of the prevailing rates of interest for deposits, as*
22 *determined by the Administrator.*
23 5. Upon termination of the landlord's interest in the
24 manufactured home park, the landlord shall transfer to his successor
25 in interest that portion of the deposit remaining after making any
26 deductions allowed pursuant to this section or refund that portion to
27 the tenant.
28 6. If the former landlord fails to transfer that portion of the
29 deposit remaining to the successor in interest or refund it to
30 the tenant at the time the successor in interest takes possession, the
31 successor becomes jointly and severally liable with the former
32 landlord for refunding to the tenant that portion of the deposit to
33 which he is entitled.
34 7. If the former landlord fails to transfer or refund the deposit,
35 the tenant may not be required to pay another deposit until the
36 successor in interest refunds the deposit to the tenant or provides
37 him with an itemized written accounting of the statutorily authorized
38 disposition of the deposit.
39 8. The claim of the tenant to any deposit to which he is entitled
40 by law takes precedence over the claim of any creditor of the
41 landlord.
42 9. The provisions of this section do not apply to a corporate
43 cooperative park.



1 **Sec. 3.** NRS 118B.067 is hereby amended to read as follows:
2 118B.067 **1.** If a landlord approves the placement of a
3 manufactured home on a lot in a park and it is determined after the
4 home is placed on the lot that the placement of the home does not
5 comply with the requirements of the local ordinances relating to that
6 placement, the landlord shall pay the cost to ensure compliance with
7 those requirements.

8 **2.** *A landlord shall notify any tenant who is bringing a
9 manufactured home which is new to the manufactured home park
10 into the manufactured home park that the provisions of NRS
11 489.311 require that only persons licensed by the State of Nevada
12 as manufactured home installers are legally permitted to set up
13 and install a manufactured home. Before the tenant may bring
14 such a manufactured home into the manufactured home park, the
15 tenant must provide to the landlord a copy of the license issued
16 pursuant to NRS 489.311 to the person who will be installing the
17 manufactured home.*

18 **Sec. 4.** NRS 118B.080 is hereby amended to read as follows:
19 118B.080 **1.** The landlord shall disclose in writing to each
20 tenant the:

- 21 (a) Name, address and telephone number of the owner and
22 manager or assistant manager of the manufactured home park; and
23 (b) Name and address of a person authorized to receive service
24 of process for the landlord,
25 and any change thereof.

26 **2.** The information must be furnished in writing to each new
27 tenant on or before the commencement of his tenancy and to each
28 existing tenant.

29 **3.** *A landlord shall post, or provide to each tenant, the office
30 hours or landlord's availability at the park location.*

31 **Sec. 5.** NRS 118B.086 is hereby amended to read as follows:

32 118B.086 **1.** Each manager and assistant manager of a
33 manufactured home park which has ~~25~~ **2** or more lots shall
34 complete annually 6 hours of continuing education relating to the
35 management of a manufactured home park.

36 **2.** The Administrator shall adopt regulations specifying the
37 areas of instruction for the continuing education required by
38 subsection 1.

39 **3.** The instruction must include, but is not limited to,
40 information relating to:

- 41 (a) The provisions of chapter 118B of NRS;
42 (b) Leases and rental agreements;
43 (c) Unlawful detainer and eviction as set forth in NRS 40.215 to
44 40.425, inclusive;



1 (d) The resolution of complaints and disputes concerning
2 landlords and tenants of manufactured home parks; and

3 (e) The adoption and enforcement of the rules and regulations of
4 a manufactured home park.

5 4. Each course of instruction and the instructor of the course
6 must be approved by the Administrator. The Administrator shall
7 adopt regulations setting forth the procedure for applying for
8 approval of an instructor and course of instruction. The
9 Administrator may require submission of such reasonable
10 information by an applicant as he deems necessary to determine the
11 suitability of the instructor and the course. The Administrator shall
12 not approve a course if the fee charged for the course is not
13 reasonable. Upon approval, the Administrator shall designate the
14 number of hours of credit allowable for the course.

15 **Sec. 6.** NRS 118B.087 is hereby amended to read as follows:

16 118B.087 1. There are hereby created two regions to provide
17 courses of continuing education pursuant to NRS 118B.086. One
18 region is the northern region consisting of the counties of Washoe,
19 Storey, Douglas, Lyon, Churchill, Pershing, Humboldt, Lander,
20 Elko, Eureka, Mineral, White Pine and Carson City, and one region
21 is the southern region consisting of the counties of Lincoln, Nye,
22 Esmeralda and Clark.

23 2. The person who applied for approval of a course or his
24 designee shall notify the Administrator of the date and location each
25 time the course is offered, as soon as practicable after scheduling the
26 course.

27 3. The Administrator shall ensure that a course of continuing
28 education is offered at least every 6 months in each region. If the
29 Administrator finds that no approved course will be offered to meet
30 the requirements of this subsection, he shall offer the course and
31 charge a reasonable fee for each person enrolled in the course.

32 4. If the fees collected by the Administrator for the course do
33 not cover the cost of offering the course, the Administrator shall
34 determine the difference between the fees collected and the cost of
35 offering the course, divide that amount by the number of
36 manufactured home parks which have ~~[25]~~ 2 lots or more in the
37 region in which the course was held and assess that amount to each
38 landlord of such a manufactured home park. The landlord shall pay
39 the assessment within 30 days after it was mailed by the
40 Administrator.

41 **Sec. 7.** NRS 118B.150 is hereby amended to read as follows:

42 118B.150 1. Except as otherwise provided in ~~[subsection 2,]~~
43 *subsections 2 and 3*, the landlord or his agent or employee shall not:

44 (a) Increase rent or additional charges unless:



1 (1) The rent charged after the increase is the same rent
2 charged for manufactured homes of the same size or lots of the same
3 size or of a similar location within the park, including, without
4 limitation, manufactured homes and lots which are held pursuant to
5 a long-term lease, except that a discount may be selectively given to
6 persons who:

- 7 (I) Are handicapped;
- 8 (II) Are 55 years of age or older;
- 9 (III) Are long-term tenants of the park if the landlord has
10 specified in the rental agreement or lease the period of tenancy
11 required to qualify for such a discount;
- 12 (IV) Pay their rent in a timely manner; or
- 13 (V) Pay their rent by check, money order or electronic
14 means;

15 (2) Any increase in additional charges for special services is
16 the same amount for each tenant using the special service; and

17 (3) Written notice advising a tenant of the increase is
18 received by the tenant 90 days before the first payment to be
19 increased and written notice of the increase is given to prospective
20 tenants before commencement of their tenancy. In addition to the
21 notice provided to a tenant pursuant to this subparagraph, if the
22 landlord or his agent or employee knows or reasonably should know
23 that the tenant receives assistance from the Fund created pursuant to
24 NRS 118B.215, the landlord or his agent or employee shall provide
25 to the Administrator written notice of the increase 90 days before
26 the first payment to be increased.

27 (b) Require a tenant to pay for an improvement to the common
28 area of a manufactured home park unless the landlord is required to
29 make the improvement pursuant to an ordinance of a local
30 government.

31 (c) Require a tenant to pay for a capital improvement to the
32 manufactured home park unless the tenant has notice of the
33 requirement at the time he enters into the rental agreement. A tenant
34 may not be required to pay for a capital improvement after the
35 tenant enters into the rental agreement unless the tenant consents to
36 it in writing or is given 60 days' notice of the requirement in
37 writing. The landlord may not establish such a requirement unless a
38 meeting of the tenants is held to discuss the proposal and the
39 landlord provides each tenant with notice of the proposal and
40 the date, time and place of the meeting not less than 60 days before
41 the meeting. The notice must include a copy of the proposal. A
42 notice in a periodic publication of the park does not constitute notice
43 for the purposes of this paragraph.

44 (d) Require a tenant to pay his rent by check or money order.



1 (e) Require a tenant who pays his rent in cash to apply any
2 change to which he is entitled to the next periodic payment that is
3 due. The landlord or his agent or employee shall have an adequate
4 amount of money available to provide change to such a tenant.

5 (f) Prohibit or require fees or deposits for any meetings held in
6 the park's community or recreational facility by the tenants or
7 occupants of any manufactured home or recreational vehicle in the
8 park to discuss the park's affairs, or any political ~~for social~~ meeting
9 sponsored by a tenant, if the meetings are held at reasonable hours
10 and when the facility is not otherwise in use, or prohibit the
11 distribution of notices of those meetings.

12 (g) Interrupt, with the intent to terminate occupancy, any utility
13 service furnished the tenant except for nonpayment of utility charges
14 when due. Any landlord who violates this paragraph is liable to the
15 tenant for actual damages.

16 (h) Prohibit a tenant from having guests, but he may require the
17 tenant to register the guest within 48 hours after his arrival, Sundays
18 and legal holidays excluded, and if the park is a secured park, a
19 guest may be required to register upon entering and leaving.

20 (i) Charge a fee for a guest who does not stay with the tenant for
21 more than a total of 60 days in a calendar year. The tenant of a
22 manufactured home lot who is living alone may allow one other
23 person to live in his home without paying an additional charge or
24 fee, unless such a living arrangement constitutes a violation of
25 chapter 315 of NRS. No agreement between a tenant and his guest
26 alters or varies the terms of the rental contract between the tenant
27 and the landlord, and the guest is subject to the rules and regulations
28 of the landlord.

29 (j) Prohibit a tenant from erecting a fence along the perimeter of
30 the tenant's lot if the fence complies with any standards for fences
31 established by the landlord, including limitations established for the
32 height of fences, the materials used for fences and the manner in
33 which fences are to be constructed.

34 (k) Prohibit any tenant from soliciting membership in any
35 association which is formed by the tenants who live in the park. As
36 used in this paragraph, "solicit" means to make an oral or written
37 request for membership or the payment of dues or to distribute,
38 circulate or post a notice for payment of those dues.

39 (l) Prohibit a public officer, candidate for public office or the
40 representative of a public officer or candidate for public office from
41 walking through the park to talk with the tenants or distribute
42 political material.

43 (m) If a tenant has voluntarily assumed responsibility to trim the
44 trees on his lot, require the tenant to trim any particular tree located



1 on the lot or dispose of the trimmings unless a danger or hazard
2 exists.

3 2. *The landlord is entitled to require a security deposit from a*
4 *tenant who wants to use the manufactured home park's*
5 *clubhouse, swimming pool or other park facilities for the tenant's*
6 *exclusive use. The landlord may require the deposit at least 1 week*
7 *before the use. The landlord shall apply the deposit to costs which*
8 *occur due to damage or clean up from the tenant's use within 1*
9 *week after the use, if any, and shall, on or before the 8th day after*
10 *the use, refund any unused portion of the deposit to the tenant*
11 *making the deposit. The landlord is not required to place such a*
12 *deposit into a financial institution or to pay interest on the deposit.*

13 3. The provisions of paragraphs (a), (b), (c), (j) and (m) of
14 subsection 1 do not apply to a corporate cooperative park.

15 ~~3.1~~ 4. As used in this section, "long-term lease" means a
16 rental agreement or lease the duration of which exceeds 12 months.

17 **Sec. 8.** NRS 118B.177 is hereby amended to read as follows:

18 118B.177 1. If a landlord closes a manufactured home park
19 he shall pay ~~1~~ *the amount described in subsection 2 or 3, in*
20 *accordance with the choice of the tenant.*

21 2. *If the tenant chooses to move the manufactured home, the*
22 *landlord shall pay to the tenant:*

23 (a) The cost of moving each tenant's manufactured home and its
24 appurtenances to a new location within 50 miles from the
25 manufactured home park; or

26 (b) If the new location is more than 50 miles from the
27 manufactured home park, the cost of moving the manufactured
28 home for the first 50 miles,
29 including fees for inspection, any deposits for connecting utilities,
30 and the cost of taking down, moving, setting up and leveling the
31 manufactured home and its appurtenances in the new lot or park.

32 ~~2.1~~ 3. *If the tenant chooses not to move the manufactured*
33 *home, the manufactured home cannot be moved without being*
34 *structurally damaged, or there is no manufactured home park*
35 *within 50 miles that is willing to accept the manufactured home,*
36 *the landlord:*

37 (a) *May remove and dispose of the manufactured home; and*

38 (b) *Shall pay to the tenant the fair market value of the*
39 *manufactured home less the reasonable cost of removing and*
40 *disposing of the manufactured home.*

41 4. Written notice of the closure must be served on each tenant
42 in the manner provided in NRS 40.280, giving the tenant at least
43 180 days after the date of the notice before he is required to move
44 his manufactured home from the lot.



1 5. *For the purposes of this section, the fair market value of a*
2 *manufactured home and the reasonable cost of removing and*
3 *disposing of a manufactured home must be determined by:*

4 (a) *A dealer licensed pursuant to chapter 489 of NRS who is*
5 *agreed upon by the landlord and tenant; or*

6 (b) *If the landlord and tenant cannot agree pursuant to*
7 *paragraph (a), a dealer licensed pursuant to chapter 489 of NRS*
8 *who is selected for this purpose by the Division.*

9 **Sec. 9.** NRS 118B.183 is hereby amended to read as follows:

10 118B.183 1. A landlord may convert an existing
11 manufactured home park to any other use of the land if the change is
12 approved by the appropriate local zoning board, planning
13 commission or governing body, and:

14 (a) The landlord gives notice in writing to each tenant within 5
15 days after he files his application for the change in land use with the
16 local zoning board, planning commission or governing body;

17 (b) The landlord pays ‡:

18 ~~(1) The cost of moving the tenant's manufactured home and~~
19 ~~its appurtenances to a new location within 50 miles from the~~
20 ~~manufactured home park; or~~

21 ~~(2) If the new location is more than 50 miles from the~~
22 ~~manufactured home park, the cost of moving the manufactured~~
23 ~~home for the first 50 miles,~~

24 ~~including fees for inspection, any deposits for connecting utilities~~
25 ~~and the cost of taking down, moving, setting up and leveling his~~
26 ~~manufactured home and its appurtenances in the new lot or park;]~~
27 *the amount described in subsection 2 or 3, in accordance with the*
28 *choice of the tenant; and*

29 (c) After the landlord is granted final approval of the change by
30 the appropriate local zoning board, planning commission or
31 governing body, written notice is served on each tenant in the
32 manner provided in NRS 40.280, giving the tenant at least 180 days
33 after the date of the notice before he is required to move his
34 manufactured home from the lot.

35 2. *If the tenant chooses to move the manufactured home, the*
36 *landlord shall pay to the tenant:*

37 (a) *The cost of moving the tenant's manufactured home and*
38 *its appurtenances to a new location within 50 miles from the*
39 *manufactured home park; or*

40 (b) *If the new location is more than 50 miles from the*
41 *manufactured home park, the cost of moving the manufactured*
42 *home for the first 50 miles,*

43 *including fees for inspection, any deposits for connecting utilities*
44 *and the cost of taking down, moving, setting up and leveling his*
45 *manufactured home and its appurtenances in the new lot or park.*



1 3. *If the tenant chooses not to move the manufactured home,*
2 *the manufactured home cannot be moved without being*
3 *structurally damaged, or there is no manufactured home park*
4 *within 50 miles that is willing to accept the manufactured home,*
5 *the landlord:*

- 6 (a) *May remove and dispose of the manufactured home; and*
- 7 (b) *Shall pay to the tenant the fair market value of the*
8 *manufactured home less the reasonable cost of removing and*
9 *disposing of the manufactured home.*

10 4. A landlord shall not increase the rent of any tenant for 180
11 days before applying for a change in land use, permit or variance
12 affecting the manufactured home park.

13 ~~3.~~ 5. *For the purposes of this section, the fair market value*
14 *of a manufactured home and the reasonable cost of removing and*
15 *disposing of a manufactured home must be determined by:*

- 16 (a) *A dealer licensed pursuant to chapter 489 of NRS who is*
17 *agreed upon by the landlord and tenant; or*
- 18 (b) *If the landlord and tenant cannot agree pursuant to*
19 *paragraph (a), a dealer licensed pursuant to chapter 489 of NRS*
20 *who is selected for this purpose by the Division.*

21 6. The provisions of this section do not apply to a corporate
22 cooperative park.

23 **Sec. 10.** NRS 118B.190 is hereby amended to read as follows:

24 118B.190 1. A written agreement between a landlord and
25 tenant for the rental or lease of a manufactured home lot in a
26 manufactured home park in this state, or for the rental or lease of a
27 lot for a recreational vehicle in an area of a manufactured home park
28 in this state other than an area designated as a recreational vehicle
29 lot pursuant to the provisions of subsection 6 of NRS 40.215, must
30 not be terminated by the landlord except upon notice in writing to
31 the tenant served in the manner provided in NRS 40.280:

32 (a) ~~Five~~ *Except as otherwise provided in paragraph (b), 5*
33 *days in advance if the termination is because the conduct of the*
34 *tenant constitutes a nuisance as* ~~described in subsection 6 of~~
35 ~~NRS 118B.200.~~

36 ~~(b) Ten~~ *defined in NRS 40.140 or violates a state law or local*
37 *ordinance.*

38 (b) *Three days in advance upon the issuance of temporary writ*
39 *of restitution pursuant to NRS 40.300 on the grounds that a*
40 *nuisance as defined in NRS 40.140 has occurred in the park by*
41 *the act of a tenant or any guest, visitor or other member of a*
42 *tenant's household consisting of any of the following specific*
43 *activities:*

- 44 (1) *Discharge of a weapon.*
- 45 (2) *Prostitution.*



- 1 (3) *Illegal drug manufacture or use.*
- 2 (4) *Child molestation or abuse.*
- 3 (5) *Property damage as a result of vandalism.*
- 4 (6) *Operating a vehicle while under the influence of*
- 5 *alcohol or any other controlled substance.*
- 6 (7) *Elder molestation or abuse.*

7 (c) *Except as otherwise provided in subsection 6, 10* days in
8 advance if the termination is because of failure of the tenant to pay
9 rent, utility charges or reasonable service fees.

10 ~~(c)~~ (d) One hundred eighty days in advance if the termination
11 is because of a change in the use of the land by the landlord
12 pursuant to NRS 118B.180.

13 ~~(d)~~ (e) Forty-five days in advance if the termination is for any
14 other reason.

15 2. The landlord shall specify in the notice the reason for the
16 termination of the agreement. The reason relied upon for the
17 termination must be set forth with specific facts so that the date,
18 place and circumstances concerning the reason for the termination
19 can be determined. The termination must be in accordance with the
20 provisions of NRS 118B.200 and reference alone to a provision of
21 that section does not constitute sufficient specificity pursuant to this
22 subsection.

23 3. The service of such a notice does not enhance the landlord's
24 right, if any, to enter the tenant's manufactured home. Except in an
25 emergency, the landlord shall not enter the manufactured home of
26 the tenant served with such a notice without the tenant's permission
27 or a court order allowing the entry.

28 4. If a tenant remains in possession of the manufactured home
29 lot after expiration of the term of the rental agreement, the tenancy
30 is from week to week in the case of a tenant who pays weekly rent,
31 and in all other cases the tenancy is from month to month. The
32 tenant's continued occupancy is on the same terms and conditions as
33 were contained in the rental agreement unless specifically agreed
34 otherwise in writing.

35 5. The landlord and tenant may agree to a specific date for
36 termination of the agreement. If any provision of this chapter
37 specifies a period of notice which is longer than the period of a
38 particular tenancy, the required length of the period of notice is
39 controlling.

40 6. *Notwithstanding any provision of NRS 40.215 to 40.425,*
41 *inclusive, if a tenant who is not a natural person has received*
42 *three notices for nonpayment of rent in accordance with*
43 *subsection 1, the landlord is not required to give the tenant a*
44 *further 10-day notice in advance of termination if the termination*



1 *is because of failure to pay rent, utility charges or reasonable*
2 *service fees.*

3 **Sec. 11.** NRS 118B.200 is hereby amended to read as follows:
4 118B.200 **1.** Notwithstanding the expiration of a period of a
5 tenancy, the rental agreement described in NRS 118B.190 may not
6 be terminated except for:

7 ~~1-1~~ **(a)** Failure of the tenant to pay rent, utility charges or
8 reasonable service fees within 10 days after written notice of
9 delinquency served upon the tenant in the manner provided in
10 NRS 40.280;

11 ~~1-2~~ **(b)** Failure of the tenant to correct any noncompliance with
12 a law, ordinance or governmental regulation pertaining to
13 manufactured homes or recreational vehicles or a valid rule or
14 regulation established pursuant to NRS 118B.100 or to cure any
15 violation of the rental agreement within a reasonable time after
16 receiving written notification of noncompliance or violation;

17 ~~1-3~~ **(c)** Conduct of the tenant in the manufactured home park
18 which constitutes an annoyance to other tenants;

19 ~~1-4~~ **(d)** Violation of valid rules of conduct, occupancy or use of
20 park facilities after written notice of the violation is served upon the
21 tenant in the manner provided in NRS 40.280;

22 ~~1-5~~ **(e)** A change in the use of the land by the landlord pursuant
23 to NRS 118B.180;

24 ~~1-6~~ **(f)** Conduct of the tenant which constitutes a nuisance as
25 defined in NRS 40.140 or which violates a state law or local
26 ordinance ~~1-7~~

27 ~~1-7~~ **, specifically including, without limitation:**

- 28 **(1) Discharge of a weapon;**
- 29 **(2) Prostitution;**
- 30 **(3) Illegal drug manufacture or use;**
- 31 **(4) Child molestation or abuse;**
- 32 **(5) Elder molestation or abuse;**
- 33 **(6) Property damage as a result of vandalism; and**
- 34 **(7) Operating a motor vehicle while under the influence of**
35 **alcohol or any other controlled substance; or**

36 **(g)** In a manufactured home park that is owned by a nonprofit
37 organization or housing authority, failure of the tenant to meet
38 qualifications relating to age or income which:

- 39 ~~1-a~~ **(1)** Are set forth in the lease signed by the tenant; and
- 40 ~~1-b~~ **(2)** Comply with federal, state and local law.

41 **2. A tenant who is not a natural person and who has received**
42 **three or more 10-day notices to quit for failure to pay rent in the**
43 **preceding 12-month period may have his tenancy terminated by**
44 **the landlord for habitual failure to pay timely rent.**



1 **Sec. 12.** NRS 40.251 is hereby amended to read as follows:
2 40.251 A tenant of real property, a recreational vehicle or a
3 mobile home for a term less than life is guilty of an unlawful
4 detainer when having leased:

5 1. Real property, except as otherwise provided in this section,
6 or a mobile home for an indefinite time, with monthly or other
7 periodic rent reserved, he continues in possession thereof, in person
8 or by subtenant, without the landlord's consent after the expiration
9 of a notice of:

- 10 (a) For tenancies from week to week, at least 7 days;
- 11 (b) For all other periodic tenancies, at least 30 days; or
- 12 (c) For tenancies at will, at least 5 days.

13 2. A dwelling unit subject to the provisions of chapter 118A of
14 NRS, he continues in possession, in person or by subtenant, without
15 the landlord's consent after expiration of:

16 (a) The term of the rental agreement or its termination and,
17 except as otherwise provided in paragraph (b), the expiration of a
18 notice of at least 7 days for tenancies from week to week and 30
19 days for all other periodic tenancies; or

20 (b) A notice of at least 5 days where the tenant has failed to
21 perform his basic or contractual obligations under chapter 118A of
22 NRS.

23 3. A mobile home lot subject to the provisions of chapter 118B
24 of NRS, or a lot for a recreational vehicle in an area of a mobile
25 home park other than an area designated as a recreational vehicle lot
26 pursuant to the provisions of subsection 6 of NRS 40.215, he
27 continues in possession, in person or by subtenant, without the
28 landlord's consent, ~~after~~:

29 (a) *After* notice has been given pursuant to NRS 118B.115,
30 118B.170 or 118B.190 and the period of the notice has expired ~~+~~;
31 *or*

32 (b) *If the person is not a natural person and has received three*
33 *notices for nonpayment of rent within a 12-month period,*
34 *immediately upon failure to pay timely rent.*

35 4. A recreational vehicle lot, he continues in possession, in
36 person or by subtenant, without the landlord's consent, after the
37 expiration of a notice of at least 5 days.

