

Amendment No. 238

Senate Amendment to Senate Bill No. 381	(BDR 10-650)
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. 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 with certain exceptions, 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 condition at all
2 times during the tenancy of that dwelling unit. (NRS 118A.290) This bill prohibits a landlord
3 from requiring a tenant to pay any fee or other charge for the performance of any repairs,
4 maintenance tasks or other work for which the landlord has a duty to perform to maintain the
5 habitability of the dwelling unit. This bill provides an exception from that prohibition for
6 any fee or other charge for the performance of any repairs, maintenance tasks or other
7 work necessary for a condition caused by a deliberate or negligent act or omission by the
8 tenant, a member of the tenant’s household or a person who has the consent of the
9 tenant to be on the premises.

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 follows:
2 118A.290 1. The landlord shall at all times during the tenancy maintain the
3 dwelling unit in a habitable condition. A dwelling unit is not habitable if it violates
4 provisions of housing or health codes concerning the health, safety, sanitation or
5 fitness for habitation of the dwelling unit or if it substantially lacks:
6 (a) Effective waterproofing and weather protection of the roof and exterior
7 walls, including windows and doors.
8 (b) Plumbing facilities which conformed to applicable law when installed and
9 which are maintained in good working order.
10 (c) A water supply approved under applicable law, which is:

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

3 (2) Furnished to appropriate fixtures; and

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

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

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

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

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

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

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

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

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

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

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

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

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

45 6. *As used in this section:*

46 (a) *"Insurance for home protection" has the meaning ascribed to it in NRS*
47 *690B.100.*

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

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