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

MARCH 27, 2023

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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.

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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  
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. This  
6 bill provides an exception from that prohibition for any fee or other charge for the  
7 performance of any repairs, maintenance tasks or other work necessary for a  
8 condition caused by a deliberate or negligent act or omission by the tenant, a  
9 member of the tenant’s household or a person who has the consent of the tenant to  
10 be on the premises.

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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:

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

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

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

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

15       (2) Furnished to appropriate fixtures; and

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

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

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

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

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

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

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

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



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

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

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

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

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

24 ***6. As used in this section:***

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

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

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

