

ASSEMBLY BILL NO. 223—ASSEMBLYMEMBER CONSIDINE

PREFILED FEBRUARY 3, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to the habitability of rental property. (BDR 10-684)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact. Effect on the State: No.

~

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to real property; authorizing a tenant whose landlord fails to remedy a failure to maintain a dwelling unit in habitable condition to file a verified complaint for expedited relief; revising certain provisions relating to the content and form of written rental agreements; revising provisions relating to the acceptance and payment of rent; revising provisions relating to requirements for habitability; revising provisions relating to the remedies a tenant is authorized to pursue if a landlord fails to remedy certain breaches or failures relating to habitability; providing that certain items and services constitute essential items and services for purposes of such provisions; revising the amounts which a tenant is authorized to recover from a landlord who takes certain unlawful actions or fails to make required disclosures; requiring a landlord to, under certain circumstances, provide a tenant who has terminated a rental agreement with a reasonable length of time to gather his or her belongings; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 **Sections 2 and 3** of this bill define the terms “actual damages” and “diminution
2 of the value of a dwelling unit” for purposes of the provisions set forth in existing
3 law governing the relationship between landlords and tenants. (Chapter 118A of
4 NRS)

5 Existing law requires a written rental agreement to contain provisions relating
6 to certain subjects, including, without limitation: (1) the amount of rent and the



7 manner and time of its payment; (2) fees which are required and the purposes for
8 which they are required; and (3) certain information concerning the contact
9 information of the landlord or his or her authorized representative. (NRS 118A.200)
10 **Section 6** of this bill: (1) requires such provisions relating to rent to include
11 information concerning the requirements set forth in **sections 7 and 8** of this bill;
12 and (2) requires the electronic mail address of the landlord or his or her authorized
13 representative to be included in certain provisions. **Section 6** additionally requires:
14 (1) the provision relating to fees to instead require information concerning any fees
15 which are required to be paid or may be incurred by a tenant and the purposes for
16 which they are required or reasons that they may be incurred; and (2) such
17 information to be listed on a single sheet of paper immediately after certain
18 information that existing law requires to be on the first page of the written rental
19 agreement.

20 Existing law provides that the absence of a written agreement raises certain
21 disputable presumptions, including a presumption that maintenance and waste
22 removal services are provided without charge to the tenant. (NRS 118A.200)
23 **Section 6** additionally includes the provision of utility services at no charge to the
24 tenant in such a presumption.

25 Existing law sets forth certain provisions governing the payment of rent by a
26 tenant and the delivery of certain signed written receipts to a tenant. (NRS
27 118A.210, 118A.250) **Section 7** requires a landlord to accept, at no charge to the
28 tenant, at least one of the following methods of payment for rent: (1) money order;
29 (2) personal check; (3) cashier's check; or (4) cash. **Section 8** requires a landlord to
30 provide a written receipt to a tenant upon the receipt of any payment of rent.

31 Existing law requires a landlord, at all times during a tenancy, to maintain a
32 dwelling unit in habitable condition and provides that a dwelling unit is not
33 habitable if it violates provisions of certain housing or health codes or if it
34 substantially lacks certain things, including floors, walls, ceilings, stairways and
35 railings which are maintained in good repair. (NRS 118A.290) **Section 9** of this bill
36 additionally provides that a dwelling unit is not habitable if it substantially lacks:
37 (1) doors and windows which are maintained in good repair; (2) effective measures
38 in place to control the presence of rodents, insects and vermin; (3) effective
39 measures in place to prevent exposure to unsafe levels of radon, lead paint,
40 asbestos, toxic mold and other hazardous substances; (4) in the dwelling unit and
41 any other part of the areas on the premises under the landlord's control, locks which
42 are in good repair on all exterior doors and all windows which are capable of being
43 opened; and (5) safety equipment which is required by law to be included in the
44 dwelling unit maintained in good working order.

45 Existing law requires, if a landlord fails to comply with a rental agreement, a
46 tenant to deliver a written notice to the landlord specifying the acts and omissions
47 constituting the breach and stating that the rental agreement will be terminated.
48 Existing law further authorizes, if the landlord fails to remedy the breach or make a
49 reasonable effort to do so within 14 days after receipt of the notice, a tenant to: (1)
50 terminate the rental agreement immediately; (2) recover actual damages; and (3)
51 apply to the court for such relief as the court deems proper under the circumstances.
52 (NRS 118A.350) **Section 10** of this bill authorizes the tenant to terminate the rental
53 agreement without incurring any fee which is assessed by the landlord for the early
54 termination of a rental agreement and authorizes the tenant to additionally provide
55 the landlord with written notice of the intent of the tenant to terminate the rental
56 agreement on a date which is not later than 60 days after the date the notice is
57 provided to the landlord. **Sections 11 and 12** of this bill similarly authorize tenants
58 whose landlords have failed to maintain a dwelling unit in a habitable condition or
59 supply essential items and services to terminate a rental agreement in this manner.
60 (NRS 118A.355, 118A.380)



61 Existing law further prohibits a tenant from taking certain remedial actions if
62 the breach is remediable and the landlord adequately remedies the breach or uses
63 his or her best efforts to remedy the breach within 14 days after receipt of the
64 notice. (NRS 118A.350) **Section 10** instead provides that a tenant is prohibited
65 from taking such remedial actions if the breach is remediable and the landlord
66 remedies the breach within the prescribed time. Existing law additionally prohibits
67 a tenant from taking such remedial actions unless the tenant has provided the
68 landlord with certain notice but authorizes the tenant to recover actual damages
69 without such notice if the landlord: (1) admits to the court that the landlord had
70 knowledge of the condition constituting the breach; or (2) has received written
71 notice of that condition from a governmental agency authorized to inspect for
72 violations of building, housing or health codes. (NRS 118A.350) **Section 10** instead
73 authorizes the tenant to recover actual damages without providing such notice if the
74 landlord: (1) received written notice of that condition from such a governmental
75 agency; or (2) had actual knowledge of the condition constituting the breach.
76 **Sections 11 and 12** similarly, for tenants whose landlords have failed to maintain a
77 dwelling unit in a habitable condition or supply essential items and services: (1)
78 remove language which would prohibit such tenants from taking certain remedial
79 actions if the landlord has failed to adequately remedy the failure or used his or her
80 best efforts to remedy the concern; and (2) revise the circumstances under which a
81 tenant is authorized to take certain remedial actions without providing notice. (NRS
82 118A.355, 118A.380)

83 Existing law authorizes a tenant whose landlord has failed to maintain a
84 dwelling unit in a habitable condition to take certain remedial actions if a landlord
85 fails to adequately remedy the failure or use his or her best efforts to remedy the
86 failure within a certain period of time. (NRS 118A.355) **Section 4** of this bill
87 authorizes a tenant, in addition to such remedial actions, to file a verified complaint
88 for expedited relief with the court within 15 judicial days after the failure of the
89 landlord to remedy the failure and sets forth procedures relating to the filing,
90 hearing and disposition of such a verified complaint. **Section 4** also: (1) authorizes
91 a tenant who files such a verified complaint to withhold any rent that becomes due
92 without incurring late fees, charges for notice or certain other charges until the
93 landlord has remedied the failure; (2) authorizes the court to order that such rent be
94 placed into an escrow account which is maintained or approved by the court; and
95 (3) requires the payment of all costs and official fees for any tenant who files such a
96 verified complaint to be deferred and later assessed against the party that does not
97 prevail. **Section 17** of this bill authorizes a tenant to provide a copy of the notice
98 provided to a landlord to a district board of health for purposes of certain provisions
99 relating to the inspection of and administrative proceedings concerning health
100 hazards, in addition to any remedy provided in **section 4**.

101 Existing law further requires justice courts to establish by local rule a
102 mechanism by which tenants that withhold rent under such circumstances may
103 deposit such rent into an escrow account maintained or approved by the court.
104 (NRS 118A.355) **Section 11**: (1) requires such rules to additionally provide for the
105 deposit of rent withheld pursuant to **section 4**; and (2) prohibits a court from
106 releasing any money deposited into such accounts until the time period to file an
107 appeal has run.

108 Existing law additionally prohibits a tenant whose landlord has failed to
109 maintain a dwelling unit in a habitable condition from taking certain remedial
110 actions if the condition was caused by the tenant's own deliberate or negligent act
111 or omission or that of a member of his or her household or other person on the
112 premises with his or her consent. (NRS 118A.355) **Section 11** prohibits such a
113 tenant from taking such remedial actions, including filing a verified complaint for
114 expedited relief pursuant to **section 4**, if the condition was proven, by clear and
115 convincing evidence, to have been caused by the tenant's own deliberate or



116 negligent act or omission or that of a member of his or her household or other
117 person on the premises with his or her consent who is not another tenant, or guest
118 thereof, who is on the premises pursuant to a separate rental agreement. **Section 12**
119 similarly prohibits a tenant whose landlord has willfully or negligently failed to
120 supply essential items or services from taking certain remedial actions under such
121 circumstances. (NRS 118A.380)

122 Existing law authorizes a tenant to take certain remedial actions if his or her
123 landlord willfully or negligently fails to supply essential items or services and by
124 doing so, caused the premises to become unfit for habitation. Existing law further
125 provides a nonexhaustive list of certain items and services which constitute
126 essential items or services, including, heat, air-conditioning, running water, hot
127 water, electricity, gas and a functioning door lock. (NRS 118A.380) **Section 12**
128 includes in such a list a functioning window lock and functional safety equipment.

129 Existing law authorizes a tenant to take certain actions and recover actual
130 damages or an amount not greater than \$2,500 which is fixed by a court, or both, if
131 a landlord: (1) unlawfully removes the tenant from the premises or excludes the
132 tenant by blocking or attempting to block the tenant's entry upon the premises; (2)
133 willfully interrupts or causes or permits the interruption of any essential item or
134 service required by the rental agreement or by law; or (3) recovers possession of the
135 dwelling unit under certain other circumstances which are prohibited by existing
136 law. (NRS 118A.390) **Section 13** of this bill: (1) revises the monetary amount that
137 a tenant is authorized to recover by instead providing that the tenant is authorized to
138 recover an amount which is three times the periodic rent or the tenant's actual
139 damages, whichever is greater; and (2) additionally authorizes such remedial
140 measures in circumstances where a landlord negligently interrupts or causes or
141 permits the interruption of any essential item or service required by the rental
142 agreement or by law. **Section 15** of this bill makes a conforming change to make
143 the revisions made by **section 13** inapplicable to provisions governing liability of a
144 landlord who unlawfully retains the household goods or personal property of a
145 tenant. (NRS 118A.520) **Section 16** of this bill makes a conforming change to
146 require certain notices provided to a tenant to include notice of the ability of the
147 tenant to seek relief if a landlord negligently interrupts or causes or permits the
148 interruption of any essential item or service required by the rental agreement or by
149 law. (NRS 40.253)

150 **Section 13:** (1) requires a landlord to provide a tenant who terminates his or her
151 rental agreement under certain circumstances to provide the tenant with a
152 reasonable length of time to gather his or her belongings; (2) provides that a
153 landlord who was provided notice by a tenant which specified the willful or
154 negligent failure to supply essential items or services and failed to remedy the
155 breach is presumed to have negligently caused the interruption of essential items
156 and services; and (3) provides that a landlord may overcome such a presumption by
157 showing clear and convincing evidence that the restoration could not be
158 accomplished within the notice period. Finally, **section 13** extends the length of
159 time for a tenant to file certain verified complaints for expedited relief with the
160 court from 5 judicial days after the last date of the unlawful act by the landlord to
161 15 judicial days after the last date on which the unlawful conduct of the landlord
162 occurred. (NRS 118A.390)

163 Existing law: (1) requires a landlord, or any person authorized to enter into a
164 rental agreement on his or her behalf, to disclose certain information to a tenant in
165 writing before the commencement of a tenancy or to post such information in
166 certain areas; and (2) authorizes a tenant to recover actual damages or \$25,
167 whichever is greater, after a demand if the landlord fails to make such disclosures
168 or postings. (NRS 118A.260, 118A.270, 118A.410) **Section 14** of this bill instead
169 provides that a tenant is authorized to recover actual damages or an amount equal to
170 1 month of rent, whichever is greater, under such circumstances.



171 **Section 5** of this bill makes a conforming change to indicate the placement of
172 **sections 2 and 3** in the Nevada Revised Statutes.

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

1 **Section 1.** Chapter 118A of NRS is hereby amended by
2 adding thereto the provisions set forth as sections 2, 3 and 4 of this
3 act.

4 **Sec. 2.** *“Actual damages” means damages which compensate*
5 *for any direct, consequential or incidental injuries or losses,*
6 *including, without limitation, any amount payable to a landlord or*
7 *tenant under a rental agreement for a violation of the rental*
8 *agreement or any such amount based on the diminution of the*
9 *value of a dwelling unit. The term does not include any attorney’s*
10 *fees or any business expenses which are charged on a pro rata*
11 *basis pursuant to the provisions of a rental agreement.*

12 **Sec. 3.** *“Diminution of the value of a dwelling unit” means a*
13 *portion of the rent of a dwelling unit which reflects, as determined*
14 *by the court with or without expert testimony, the extent to which a*
15 *condition of the premises which violates the provisions of this*
16 *chapter or a rental agreement impairs the use and enjoyment of*
17 *the dwelling unit by the tenant.*

18 **Sec. 4. 1.** *If a tenant provides written notice to a landlord*
19 *pursuant to subsection 1 of NRS 118A.355 and the landlord fails*
20 *to remedy a failure to maintain the dwelling unit in a habitable*
21 *condition within the time prescribed in NRS 118A.355, the tenant*
22 *may file a verified complaint for expedited relief with the court.*
23 *When filing a verified complaint pursuant to this subsection, a*
24 *tenant may withhold any rent that becomes due without incurring*
25 *late fees, charges for notice or any other charge or fee authorized*
26 *by this chapter or the rental agreement.*

27 **2.** *A verified complaint filed pursuant to subsection 1 must*
28 *state:*

29 *(a) The manner in which the tenant provided notice of each*
30 *failure to the landlord;*

31 *(b) The date on which the tenant provided notice of each*
32 *failure to the landlord;*

33 *(c) An estimate of what the tenant believes is the diminution of*
34 *the value of the dwelling unit;*

35 *(d) A description of each failure which is the subject of the*
36 *notice; and*

37 *(e) Whether the tenant is withholding rent pursuant to*
38 *subsection 1.*

39 **3.** *A verified complaint filed pursuant to subsection 1:*



1 (a) Must be filed with the court within 15 judicial days after
2 the last day provided to the landlord to remedy the failure, and the
3 verified complaint must be dismissed if it is not timely filed. If
4 the verified complaint is dismissed pursuant to this paragraph, the
5 tenant retains the right to pursue all other available remedies
6 against the landlord.

7 (b) May be consolidated with any action for summary eviction
8 or unlawful detainer that is already pending between the landlord
9 and tenant.

10 (c) May be raised as a defense in an action for summary
11 eviction or unlawful detainer.

12 4. The court shall conduct a hearing on a verified complaint
13 filed pursuant to subsection 1 not later than 7 judicial days after
14 the filing of the verified complaint. Before or at the scheduled
15 hearing, the tenant must provide to the court proof that the
16 landlord has been properly served with a copy of the verified
17 complaint. Upon the hearing, if the court determines that the
18 landlord has violated the provisions of subsection 1 of NRS
19 118A.355, the court may:

20 (a) Order the landlord to remedy each failure specified in the
21 verified complaint;

22 (b) Award actual damages; and

23 (c) Enjoin the landlord from unlawfully removing the tenant
24 from the dwelling unit or excluding the tenant by blocking or
25 attempting to block the tenant's entry upon the dwelling unit and,
26 if the circumstances so warrant:

27 (1) Hold the landlord in contempt of court; or

28 (2) Abate the rent owed by the tenant in total or in part, in
29 addition to any amount of rent owed which is reduced pursuant to
30 subsection 5.

31 5. If a tenant has withheld rent pursuant to subsection 1, the
32 court shall determine the amount of rent that the tenant owes to
33 the landlord during the period of time in which one or more
34 failures specified in the verified complaint exist by subtracting the
35 diminution of the value of the dwelling unit from the rent owed by
36 the tenant pursuant to the rental agreement. The court may order
37 that any such rent which is currently owed by the tenant or will be
38 owed by the tenant be placed into an escrow account which is
39 maintained or approved by the court. A landlord is not eligible to
40 receive any money placed into an escrow account pursuant to this
41 subsection until the landlord submits to the court evidence that the
42 failure has been remedied.

43 6. The payment of all costs and fees must be deferred for any
44 tenant who files a verified complaint for expedited relief pursuant
45 to this section. After any hearing and not later than the final



1 *disposition of the filing or order, the court shall assess the costs*
2 *and fees against the party that does not prevail, except that the*
3 *court may reduce or waive the costs and fees, as justice may*
4 *require.*

5 **Sec. 5.** NRS 118A.020 is hereby amended to read as follows:
6 118A.020 As used in this chapter, unless the context otherwise
7 requires, the terms defined in NRS 118A.030 to 118A.175,
8 inclusive, *and sections 2 and 3 of this act*, have the meanings
9 ascribed to them in those sections.

10 **Sec. 6.** NRS 118A.200 is hereby amended to read as follows:
11 118A.200 1. Any written agreement for the use and
12 occupancy of a dwelling unit or premises must be signed by the
13 landlord or his or her agent and the tenant or his or her agent.

14 2. The landlord shall provide one copy of any written
15 agreement described in subsection 1 to the tenant free of cost at the
16 time the agreement is executed and, upon request of the tenant,
17 provide additional copies of any such agreement to the tenant within
18 a reasonable time. The landlord may charge a reasonable fee for
19 providing the additional copies.

20 3. Any written rental agreement must contain, but is not limited
21 to, provisions relating to the following subjects:

22 (a) Duration of the agreement.
23 (b) Amount of rent and the manner and time of its payment ~~[-]~~,
24 *which must include, without limitation, information concerning:*

25 *(1) The method or methods of payment of rent which the*
26 *landlord will accept pursuant to NRS 118A.210 at no charge to the*
27 *tenant; and*

28 *(2) The process by which the landlord will provide a signed*
29 *written receipt pursuant to NRS 118A.250 for the payment of rent.*

30 (c) Occupancy by children or pets.
31 (d) Services included with the dwelling rental.
32 (e) ~~[-Fees-]~~ *Any fees* which are required *to be paid or may be*
33 *incurred by a tenant* and the purposes for which they are required
34 ~~[-]~~ *or reasons that they may be incurred.*

35 (f) Deposits which are required and the conditions for their
36 refund.

37 (g) Charges which may be required for late or partial payment of
38 rent or for return of any dishonored check.

39 (h) Inspection rights of the landlord.

40 (i) A listing of persons or numbers of persons who are to occupy
41 the dwelling.

42 (j) Respective responsibilities of the landlord and the tenant as
43 to the payment of utility charges.

44 (k) A signed record of the inventory and condition of the
45 premises under the exclusive custody and control of the tenant.



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

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

4 (1) A nuisance.

5 (2) A violation of a building, safety or health code or
6 regulation.

7 (n) Information regarding the right of the tenant to engage in the
8 display of the flag of the United States, as set forth in
9 NRS 118A.325.

10 4. In addition to the provisions required by subsection 3, any
11 written rental agreement for a single-family residence which is not
12 signed by an authorized agent of the landlord who at the time of
13 signing holds a permit to engage in property management pursuant
14 to chapter 645 of NRS must contain a disclosure at the top of the
15 first page of the agreement, in a font size at least two times larger
16 than any other font size in the agreement, which states that:

17 (a) There are rebuttable presumptions in NRS 205.0813 and
18 205.0817 that the tenant does not have lawful occupancy of the
19 dwelling unless the agreement:

20 (1) Is notarized or is signed by an authorized agent of the
21 landlord who at the time of signing holds a permit to engage in
22 property management pursuant to chapter 645 of NRS; and

23 (2) Includes the current address, *electronic mail address* and
24 telephone number of the landlord or his or her authorized
25 representative; and

26 (b) The agreement is valid and enforceable against the landlord
27 and the tenant regardless of whether the agreement:

28 (1) Is notarized or is signed by an authorized agent of the
29 landlord who at the time of signing holds a permit to engage in
30 property management pursuant to chapter 645 of NRS; or

31 (2) Includes the current address, *electronic mail address* and
32 telephone number of the landlord or his or her authorized
33 representative.

34 5. *The information about fees required pursuant to*
35 *paragraph (e) of subsection 3 to be included in a written rental*
36 *agreement must be listed on a single sheet of paper immediately*
37 *after the information required pursuant to subsection 4 on the first*
38 *page of the agreement.*

39 6. The absence of a written agreement raises a disputable
40 presumption that:

41 (a) There are no restrictions on occupancy by children or pets.

42 (b) Maintenance, *utility* and waste removal services are
43 provided without charge to the tenant.

44 (c) No charges for partial or late payments of rent or for
45 dishonored checks are paid by the tenant.



1 (d) Other than normal wear, the premises will be returned in the
2 same condition as when the tenancy began.

3 ~~6.7~~ 7. It is unlawful for a landlord or any person authorized to
4 enter into a rental agreement on his or her behalf to use any written
5 agreement which does not conform to the provisions of this section,
6 and any provision in an agreement which contravenes the provisions
7 of this section is void.

8 ~~7.7~~ 8. As used in this section, "single-family residence"
9 means a structure that is comprised of not more than four units. The
10 term does not include a manufactured home as defined in
11 NRS 118B.015.

12 **Sec. 7.** NRS 118A.210 is hereby amended to read as follows:

13 118A.210 1. Rent is payable without demand or notice at the
14 time and place agreed upon by the parties.

15 2. *A landlord shall accept, at no charge to a tenant, at least*
16 *one of the following methods of payment of rent:*

- 17 (a) *Money order;*
18 (b) *Personal check;*
19 (c) *Cashier's check; or*
20 (d) *Cash.*

21 3. Unless the rental agreement establishes a definite term, the
22 tenancy is from week to week in the case of a tenant who pays
23 weekly rent and in all other cases the tenancy is from month to
24 month.

25 ~~3.3~~ 4. In the absence of an agreement, either written or oral:

- 26 (a) Rent is payable at the beginning of the tenancy; and
27 (b) Rent for the use and occupancy of a dwelling is the fair
28 rental value for the use and occupancy.

29 ~~4.4~~ 5. A landlord may charge a reasonable late fee for the late
30 payment of rent as set forth in the rental agreement, but:

31 (a) In a tenancy that is longer than week to week, no late fee
32 may be charged or imposed until at least 3 calendar days after the
33 date that rent is due;

34 (b) Such a late fee must not exceed 5 percent of the amount of
35 the periodic rent; and

36 (c) The maximum amount of the late fee must not be increased
37 based upon a late fee that was previously imposed.

38 **Sec. 8.** NRS 118A.250 is hereby amended to read as follows:

39 118A.250 1. The landlord shall deliver to the tenant upon the
40 tenant's request a signed written receipt for the security deposit or
41 surety bond, or a combination thereof, and any other payments,
42 deposits or fees, including rent, paid by the tenant and received by
43 the landlord. The tenant may refuse to make rent payments until the
44 landlord tenders the requested receipt.



1 **2. The landlord shall provide a signed written receipt to a**
2 **tenant upon the receipt of each payment of rent. Nothing in this**
3 **subsection prohibits a tenant from requesting an additional signed**
4 **written receipt pursuant to subsection 1.**

5 **Sec. 9.** NRS 118A.290 is hereby amended to read as follows:

6 118A.290 1. The landlord shall at all times during the
7 tenancy maintain the dwelling unit in a habitable condition. A
8 dwelling unit is not habitable if it violates provisions of housing or
9 health codes concerning the health, safety, sanitation or fitness for
10 habitation of the dwelling unit or if it substantially lacks:

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

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

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

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

18 (2) Furnished to appropriate fixtures; and

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

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

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

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

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

37 (h) **Effective measures in place to:**

38 **(1) Control the presence of rodents, insects and vermin;**
39 **and**

40 **(2) Prevent exposure to unsafe levels of radon, lead paint,**
41 **asbestos, toxic mold and other hazardous substances.**

42 (i) Floors, walls, **doors, windows,** ceilings, stairways and
43 railings maintained in good repair.



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

4 *(k) In the dwelling unit and all other areas on the premises*
5 *under the landlord's control, locks or other security devices*
6 *maintained in good repair and located on all exterior doors and all*
7 *windows which are capable of being opened.*

8 *(l) Safety equipment maintained in good working order, which*
9 *is required by law to be included in the dwelling unit.*

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

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

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

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

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

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

36 6. As used in this section:

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

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

41 **Sec. 10.** NRS 118A.350 is hereby amended to read as follows:

42 118A.350 1. Except as otherwise provided in this chapter, if
43 the landlord fails to comply with the rental agreement, the tenant
44 shall deliver a written notice to the landlord specifying the acts and
45 omissions constituting the breach and stating that the rental



1 agreement will terminate as provided in this section. If the breach is
2 remediable and the landlord ~~[adequately]~~ remedies the breach ~~[or~~
3 ~~uses his or her best efforts to remedy the breach]~~ within 14 days
4 after receipt of the notice, the rental agreement does not terminate
5 by reason of the breach. If the landlord fails to remedy the breach
6 ~~[or make a reasonable effort to do so]~~ within the prescribed time, the
7 tenant may:

8 (a) ~~[Terminate]~~ *Without incurring any fee which is assessed by*
9 *the landlord for the early termination of a rental agreement,*
10 *terminate* the rental agreement *by providing the landlord with*
11 *written notice of the intent of the tenant to terminate the rental*
12 *agreement immediately [] or on a date which is not later than 60*
13 *days after the date the notice is provided to the landlord.*

14 (b) Recover actual damages.

15 (c) Apply to the court for such relief as the court deems proper
16 under the circumstances.

17 2. The tenant may not terminate the rental agreement for a
18 condition *which is proven by clear and convincing evidence to be*
19 *caused by the tenant's own deliberate or negligent act or omission or*
20 *that of a member of his or her household or other person on the*
21 *premises with his or her consent [] who is not another tenant, or*
22 *guest thereof, who is on the premises pursuant to a separate rental*
23 *agreement.*

24 3. If the rental agreement is terminated, the landlord shall
25 return all prepaid rent and any security deposit recoverable by the
26 tenant under this chapter.

27 4. A tenant may not proceed under this section unless the
28 tenant has given notice as required by subsection 1, except that the
29 tenant may, without giving that notice, recover damages under
30 paragraph (b) of subsection 1 if the landlord:

31 (a) ~~[Admits to the court that the landlord had]~~ *Had actual*
32 *knowledge of the condition constituting the breach; or*

33 (b) Has received written notice of that condition from a
34 governmental agency authorized to inspect for violations of
35 building, housing or health codes.

36 **Sec. 11.** NRS 118A.355 is hereby amended to read as follows:

37 118A.355 1. Except as otherwise provided in this chapter, if
38 a landlord fails to maintain a dwelling unit in a habitable condition
39 as required by this chapter, the tenant shall deliver a written notice
40 to the landlord specifying each failure by the landlord to maintain
41 the dwelling unit in a habitable condition and requesting that the
42 landlord remedy the failures. If ~~[a failure is remediable and]~~ the
43 landlord ~~[adequately]~~ remedies the failure ~~[or uses his or her best~~
44 ~~efforts to remedy the failure]~~ within 14 days after receipt of the
45 notice, the tenant may not proceed under this section. If the landlord



1 fails to remedy a ~~material~~ failure to maintain the dwelling unit in a
2 habitable condition ~~for to make a reasonable effort to do so~~ within
3 the prescribed time, the tenant may ~~;~~ *file a verified complaint*
4 *pursuant to section 4 of this act* or:

5 (a) ~~Terminate~~ *Without incurring any fee which is assessed*
6 *for the early termination of a rental agreement, terminate* the
7 rental agreement *by providing the landlord with written notice of*
8 *the intent of the tenant to terminate the rental agreement*
9 immediately ~~;~~ *or on a date which is not later than 60 days after*
10 *the notice is provided to the landlord.*

11 (b) Recover actual damages.

12 (c) ~~Apply to the court for such relief as the court deems proper~~
13 ~~under the circumstances.~~

14 ~~(d)~~ Withhold any rent that becomes due without incurring late
15 fees, charges for notice or any other charge or fee authorized by this
16 chapter or the rental agreement until the landlord has remedied ~~;~~
17 ~~has attempted in good faith to remedy,~~ the failure.

18 2. The tenant may not proceed under this section ~~;~~ *or section*
19 *4 of this act*:

20 (a) For a condition *which is proven by clear and convincing*
21 *evidence to be* caused by the tenant's own deliberate or negligent act
22 or omission or that of a member of his or her household or other
23 person on the premises with his or her consent ~~;~~ *who is not*
24 *another tenant, or guest thereof, who is on the premises pursuant*
25 *to a separate rental agreement;* or

26 (b) If the landlord's inability to ~~adequately~~ remedy the failure
27 ~~for use his or her best efforts to remedy the failure~~ within 14 days is
28 due to the tenant's refusal to allow lawful access to the dwelling unit
29 as required by the rental agreement or this chapter.

30 3. If the rental agreement is terminated, the landlord shall
31 return all prepaid rent and any security deposit recoverable by the
32 tenant under this chapter.

33 4. A tenant may not proceed under this section *or section 4 of*
34 *this act* unless the tenant has given notice as required by subsection
35 1, except that the tenant may, without giving that notice:

36 (a) Recover damages under paragraph (b) of subsection 1 if the
37 landlord:

38 (1) ~~Admits to the court that the landlord had~~ *Had actual*
39 *knowledge of the condition constituting the failure to maintain the*
40 *dwelling in a habitable condition;* or

41 (2) Has received written notice of that condition from a
42 governmental agency authorized to inspect for violations of
43 building, housing or health codes.

44 (b) Withhold rent under paragraph ~~(d)~~ (c) of subsection 1 if the
45 landlord:



1 (1) Has received written notice of the condition constituting
2 the failure to maintain the dwelling in a habitable condition from a
3 governmental agency authorized to inspect for violations of
4 building, housing or health codes; and

5 (2) Fails to remedy ~~for attempt in good faith to remedy~~ the
6 failure within the time prescribed in the written notice of that
7 condition from the governmental agency.

8 5. Justice courts shall establish by local rule a mechanism by
9 which tenants may deposit rent withheld under paragraph ~~(d)~~ (c) of
10 subsection 1 *or pursuant to section 4 of this act* into an escrow
11 account maintained or approved by the court. A tenant does not
12 have a defense to an eviction under paragraph ~~(d)~~ (c) of subsection
13 1 unless the tenant has deposited the withheld rent into an escrow
14 account pursuant to this subsection. *A court shall not release any*
15 *money deposited into an escrow account pursuant to this section*
16 *or section 4 of this act until the time period to file an appeal has*
17 *run.*

18 **Sec. 12.** NRS 118A.380 is hereby amended to read as follows:

19 118A.380 1. If the landlord is required by the rental
20 agreement or this chapter to supply heat, air-conditioning, running
21 water, hot water, electricity, gas, a functioning door lock , *a*
22 *functioning window lock, functional safety equipment* or another
23 essential item or service and the landlord willfully or negligently
24 fails to do so, causing the premises to become unfit for habitation,
25 the tenant shall give written notice to the landlord specifying the
26 breach. If the landlord does not ~~adequately~~ remedy the breach ~~or~~
27 ~~use his or her best efforts to remedy the breach~~ within 48 hours,
28 except a Saturday, Sunday or legal holiday, after it is received by
29 the landlord, the tenant may, in addition to any other remedy:

30 (a) Procure reasonable amounts of such essential items or
31 services during the landlord's noncompliance and deduct their
32 actual and reasonable cost from the rent;

33 (b) Recover actual damages, including damages based upon the
34 lack of use of the premises or the diminution of the fair rental value
35 of the dwelling unit;

36 (c) *Without incurring any fee which is assessed for the early*
37 *termination of a rental agreement, terminate the rental agreement*
38 *by providing the landlord with written notice of the intent of the*
39 *tenant to terminate the rental agreement immediately or on a date*
40 *which is not later than 60 days after the notice is provided to the*
41 *landlord;*

42 (d) Withhold any rent that becomes due during the landlord's
43 noncompliance without incurring late fees, charges for notice or any
44 other charge or fee authorized by this chapter or the rental



1 agreement, until the landlord has ~~attempted in good faith to restore~~
2 *restored* the essential items or services; ~~for~~

3 ~~—(d)] (e) Proceed under NRS 118A.390; or~~

4 (f) Procure other housing which is comparable during the
5 landlord's noncompliance, and the rent for the original premises
6 fully abates during this period. The tenant may recover the actual
7 and reasonable cost of that other housing which is in excess of the
8 amount of rent which is abated.

9 2. If the tenant proceeds under this section, the tenant may not
10 proceed under NRS 118A.350 and 118A.360 as to that breach.

11 3. The rights of the tenant under this section do not arise until
12 the tenant has given written notice as required by subsection 1,
13 except that the tenant may, without having given that notice:

14 (a) Recover damages as authorized under paragraph (b) of
15 subsection 1 if the landlord:

16 (1) ~~[Admits to the court that the landlord had]~~ *Had actual*
17 knowledge of the lack of such essential items or services; or

18 (2) Has received written notice of the uninhabitable
19 condition caused by such a lack from a governmental agency
20 authorized to inspect for violations of building, housing or health
21 codes.

22 (b) Withhold rent under paragraph ~~[(e)] (d)~~ of subsection 1 if the
23 landlord:

24 (1) Has received written notice of the condition constituting
25 the breach from a governmental agency authorized to inspect for
26 violations of building, housing or health codes; and

27 (2) Fails to remedy ~~for attempt in good faith to remedy~~ the
28 breach within the time prescribed in the written notice of that
29 condition from the governmental agency.

30 4. The rights of the tenant under paragraph ~~[(e)] (d)~~ of
31 subsection 1 do not arise unless the tenant is current in the payment
32 of rent at the time of giving written notice pursuant to subsection 1.

33 5. If such a condition was *proven by clear and convincing*
34 *evidence to be* caused by the deliberate or negligent act or omission
35 of the tenant, a member of his or her household or other person on
36 the premises with his or her consent ~~[;]~~ *who is not another tenant,*
37 *or guest thereof, who is on the premises pursuant to a separate*
38 *rental agreement*, the tenant has no rights under this section.

39 **Sec. 13.** NRS 118A.390 is hereby amended to read as follows:

40 118A.390 1. If the landlord unlawfully removes the tenant
41 from the premises or excludes the tenant by blocking or attempting
42 to block the tenant's entry upon the premises, willfully *or*
43 *negligently* interrupts or causes or permits the interruption of any
44 essential item or service required by the rental agreement or this
45 chapter or otherwise recovers possession of the dwelling unit in



1 violation of NRS 118A.480, the tenant may recover immediate
2 possession pursuant to subsection 4, proceed under NRS 118A.380
3 or terminate the rental agreement and, in addition to any other
4 remedy, recover *an amount which is three times the periodic rent*
5 *or* the tenant's actual damages, ~~[receive an amount not]~~ *whichever*
6 *is* greater . ~~[than \$2,500 to be fixed by the court, or both.]~~

7 2. ~~[In determining the amount, if any, to be awarded under~~
8 ~~subsection 1, the court shall consider:~~

9 ~~—(a) Whether the] If a~~ landlord ~~[acted in good faith;~~

10 ~~—(b) The course of conduct between the landlord and the tenant;~~
11 ~~and~~

12 ~~—(c) The degree of harm to the tenant caused by the landlord's~~
13 ~~conduct.] was provided notice pursuant to subsection 1 of NRS~~
14 ~~118A.380 and failed to remedy the breach, the landlord is~~
15 ~~presumed to have negligently caused the interruption of the~~
16 ~~essential items or services and may overcome this presumption~~
17 ~~only if the landlord shows by clear and convincing evidence that~~
18 ~~the restoration could not be accomplished within the notice period.~~

19 3. If the rental agreement is terminated pursuant to subsection
20 1, the landlord shall ~~[return]~~ :

21 (a) *Provide the tenant with a reasonable length of time to*
22 *gather his or her belongings; and*

23 (b) *Return* all prepaid rent and any security deposit recoverable
24 under this chapter.

25 4. Except as otherwise provided in subsection 5, the tenant may
26 recover immediate possession of the premises from the landlord by
27 filing a verified complaint for expedited relief for the unlawful
28 removal or exclusion of the tenant from the premises, the willful *or*
29 *negligent* interruption of any essential item or service or the
30 recovery of possession of the dwelling unit in violation of
31 NRS 118A.480.

32 5. A verified complaint for expedited relief:

33 (a) Must be filed with the court within ~~[5]~~ *15* judicial days after
34 the *last* date ~~[of]~~ *on which* the unlawful ~~[act by]~~ *conduct of* the
35 landlord ~~[]~~ *occurred*, and the verified complaint must be dismissed
36 if it is not timely filed. If the verified complaint for expedited relief
37 is dismissed pursuant to this paragraph, the tenant retains the right to
38 pursue all other available remedies against the landlord.

39 (b) May be consolidated with any action for summary eviction
40 or unlawful detainer that is already pending between the landlord
41 and tenant.

42 6. The court shall conduct a hearing on the verified complaint
43 for expedited relief not later than 3 judicial days after the filing of
44 the verified complaint for expedited relief. Before or at the
45 scheduled hearing, the tenant must provide proof that the landlord



1 has been properly served with a copy of the verified complaint for
2 expedited relief. Upon the hearing, if it is determined that the
3 landlord has violated any of the provisions of subsection 1, the court
4 may:

5 (a) Order the landlord to restore to the tenant the premises or
6 essential items or services, or both;

7 (b) Award damages pursuant to subsection 1; and

8 (c) Enjoin the landlord from violating the provisions of
9 subsection 1 and, if the circumstances so warrant, hold the landlord
10 in contempt of court.

11 7. The payment of all costs and official fees must be deferred
12 for any tenant who files a verified complaint for expedited relief.
13 After any hearing and not later than final disposition of the filing or
14 order, the court shall assess the costs and fees against the party that
15 does not prevail, except that the court may reduce them or waive
16 them, as justice may require.

17 **Sec. 14.** NRS 118A.410 is hereby amended to read as follows:

18 118A.410 After a demand by the tenant, if a landlord fails to
19 disclose as provided in NRS 118A.260 or NRS 118A.270, the tenant
20 may recover actual damages or ~~[\$25.]~~ *an amount equal to one*
21 *month's periodic rent*, whichever is greater.

22 **Sec. 15.** NRS 118A.520 is hereby amended to read as follows:

23 118A.520 1. Any lien or security interest in the tenant's
24 household goods created in favor of the landlord to ensure the
25 payment of rent is unenforceable unless created by attachment or
26 garnishment.

27 2. Distraint for rent is abolished.

28 3. A landlord who retains the household goods or other
29 personal property of a tenant in violation of this section is liable to
30 the tenant for *actual* damages ~~[as provided in NRS 118A.390.]~~ *or*
31 *damages in an amount not greater than \$2,500, to be fixed by the*
32 *court, or both. In determining the amount, if any, to be awarded*
33 *under this subsection, the court shall consider:*

34 (a) *Whether the landlord acted in good faith;*

35 (b) *The course of conduct between the landlord and tenant;*
36 *and*

37 (c) *The degree of harm to the tenant caused by the landlord's*
38 *conduct.*

39 **Sec. 16.** NRS 40.253 is hereby amended to read as follows:

40 40.253 1. Except as otherwise provided in subsection 12, in
41 addition to the remedy provided in NRS 40.2512 and 40.290 to
42 40.420, inclusive, when the tenant of any dwelling, apartment,
43 mobile home or recreational vehicle with periodic rent reserved by
44 the month or any shorter period is in default in payment of the rent,
45 the landlord or the landlord's agent may cause to be served a notice



1 in writing, requiring in the alternative the payment of the rent or the
2 surrender of the premises:

3 (a) Before the close of business on the seventh judicial day
4 following the day of service; or

5 (b) If the landlord chooses not to proceed in the manner set forth
6 in paragraph (a) and the rent is reserved by a period of 1 week or
7 less and the tenancy has not continued for more than 45 days, at or
8 before noon of the fourth full day following the day of service.

9 ➔ As used in this subsection, "day of service" means the day the
10 landlord or the landlord's agent personally delivers the notice to the
11 tenant. If personal service was not so delivered, the "day of service"
12 means the day the notice is delivered, after posting and mailing
13 pursuant to subsection 2, to the sheriff or constable for service if the
14 request for service is made before noon. If the request for service by
15 the sheriff or constable is made after noon, the "day of service" shall
16 be deemed to be the day next following the day that the request is
17 made for service by the sheriff or constable.

18 2. A landlord or the landlord's agent who serves a notice to a
19 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
20 deliver the notice in person in the manner set forth in subsection 2 of
21 NRS 40.2542. If the notice cannot be delivered in person, the
22 landlord or the landlord's agent:

23 (a) Shall post a copy of the notice in a conspicuous place on the
24 premises and mail the notice by overnight mail; and

25 (b) After the notice has been posted and mailed, may deliver the
26 notice to the sheriff or constable for service in the manner set forth
27 in subsection 1 of NRS 40.280. The sheriff or constable shall not
28 accept the notice for service unless it is accompanied by written
29 evidence, signed by the tenant when the tenant took possession of
30 the premises, that the landlord or the landlord's agent informed the
31 tenant of the provisions of this section which set forth the lawful
32 procedures for eviction from a short-term tenancy. Upon
33 acceptance, the sheriff or constable shall serve the notice within 48
34 hours after the request for service was made by the landlord or the
35 landlord's agent.

36 3. A notice served pursuant to subsection 1 or 2 must:

37 (a) Identify the court that has jurisdiction over the matter; and

38 (b) Advise the tenant:

39 (1) Of the tenant's right to contest the matter by filing, within
40 the time specified in subsection 1 for the payment of the rent or
41 surrender of the premises, an affidavit with the court that has
42 jurisdiction over the matter stating that the tenant has tendered
43 payment or is not in default in the payment of the rent;



1 (2) That if the court determines that the tenant is guilty of an
2 unlawful detainer, the court may issue a summary order for removal
3 of the tenant or an order providing for the nonadmittance of the
4 tenant, directing the sheriff or constable of the county to post the
5 order in a conspicuous place on the premises not later than 24 hours
6 after the order is received by the sheriff or constable. The sheriff or
7 constable shall remove the tenant not earlier than 24 hours but not
8 later than 36 hours after the posting of the order; and

9 (3) That, pursuant to NRS 118A.390, a tenant may seek relief
10 if a landlord unlawfully removes the tenant from the premises or
11 excludes the tenant by blocking or attempting to block the tenant's
12 entry upon the premises or willfully *or negligently* interrupts or
13 causes or permits the interruption of an essential service required by
14 the rental agreement or chapter 118A of NRS.

15 4. If the tenant files such an affidavit at or before the time
16 stated in the notice, the landlord or the landlord's agent, after receipt
17 of a file-stamped copy of the affidavit which was filed, shall not
18 provide for the nonadmittance of the tenant to the premises by
19 locking or otherwise.

20 5. Upon noncompliance with the notice:

21 (a) The landlord or the landlord's agent may apply by affidavit
22 of complaint for eviction to the justice court of the township in
23 which the dwelling, apartment, mobile home or recreational vehicle
24 are located or to the district court of the county in which the
25 dwelling, apartment, mobile home or recreational vehicle are
26 located, whichever has jurisdiction over the matter. The court may
27 thereupon issue an order directing the sheriff or constable of the
28 county to post the order in a conspicuous place on the premises not
29 later than 24 hours after the order is received by the sheriff or
30 constable. The sheriff or constable shall remove the tenant not
31 earlier than 24 hours but not later than 36 hours after the posting of
32 the order. The affidavit must state or contain:

33 (1) The date the tenancy commenced.

34 (2) The amount of periodic rent reserved.

35 (3) The amounts of any cleaning, security or rent deposits
36 paid in advance, in excess of the first month's rent, by the tenant.

37 (4) The date the rental payments became delinquent.

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

40 (6) The amount of rent claimed due and delinquent.

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

43 (8) A copy of the written notice served on the tenant.

44 (9) A copy of the signed written rental agreement, if any.



1 (b) Except when the tenant has timely filed the affidavit
2 described in subsection 3 and a file-stamped copy of it has been
3 received by the landlord or the landlord's agent, and except when
4 the landlord is prohibited pursuant to NRS 118A.480, the landlord
5 or the landlord's agent may, in a peaceable manner, provide for the
6 nonadmittance of the tenant to the premises by locking or otherwise.

7 6. Upon the filing by the tenant of the affidavit permitted in
8 subsection 3, regardless of the information contained in the
9 affidavit, and the filing by the landlord of the affidavit permitted by
10 subsection 5, the justice court or the district court shall hold a
11 hearing, after service of notice of the hearing upon the parties, to
12 determine the truthfulness and sufficiency of any affidavit or notice
13 provided for in this section. If the court determines that there is no
14 legal defense as to the alleged unlawful detainer and the tenant is
15 guilty of an unlawful detainer, the court may issue a summary order
16 for removal of the tenant or an order providing for the
17 nonadmittance of the tenant. If the court determines that there is a
18 legal defense as to the alleged unlawful detainer, the court shall
19 refuse to grant either party any relief, and, except as otherwise
20 provided in this subsection, shall require that any further
21 proceedings be conducted pursuant to NRS 40.290 to 40.420,
22 inclusive. The issuance of a summary order for removal of the
23 tenant does not preclude an action by the tenant for any damages or
24 other relief to which the tenant may be entitled. If the alleged
25 unlawful detainer was based upon subsection 5 of NRS 40.2514, the
26 refusal by the court to grant relief does not preclude the landlord
27 thereafter from pursuing an action for unlawful detainer in
28 accordance with NRS 40.251.

29 7. The tenant may, upon payment of the appropriate fees
30 relating to the filing and service of a motion, file a motion with the
31 court, on a form provided by the clerk of the court, to dispute the
32 amount of the costs, if any, claimed by the landlord pursuant to NRS
33 118A.460 for the inventory, moving and storage of personal
34 property left on the premises. The motion must be filed within 20
35 days after the summary order for removal of the tenant or the
36 abandonment of the premises by the tenant, or within 20 days after:

37 (a) The tenant has vacated or been removed from the premises;
38 and

39 (b) A copy of those charges has been requested by or provided
40 to the tenant,

41 ➔ whichever is later.

42 8. Upon the filing of a motion pursuant to subsection 7, the
43 court shall schedule a hearing on the motion. The hearing must be
44 held within 10 days after the filing of the motion. The court shall
45 affix the date of the hearing to the motion and order a copy served



1 upon the landlord by the sheriff, constable or other process server.
2 At the hearing, the court may:

3 (a) Determine the costs, if any, claimed by the landlord pursuant
4 to NRS 118A.460 and any accumulating daily costs; and

5 (b) Order the release of the tenant's property upon the payment
6 of the charges determined to be due or if no charges are determined
7 to be due.

8 9. The tenant may, upon payment of the appropriate fees
9 relating to the filing and service of a motion, file a motion with the
10 court on a form provided by the clerk of court to dispute the
11 reasonableness of the actions of a landlord pursuant to subsection 3
12 of NRS 118A.460. The motion must be filed within 5 days after the
13 tenant has vacated or been removed from the premises. Upon the
14 filing of a motion pursuant to this subsection, the court shall
15 schedule a hearing on the motion. The hearing must be held within 5
16 days after the filing of the motion. The court shall affix the date of
17 the hearing to the motion and order a copy served upon the landlord
18 by the sheriff, constable or other process server. At the hearing, the
19 court may:

20 (a) Order the landlord to allow the retrieval of the tenant's
21 essential personal effects at the date and time and for a period
22 necessary for the retrieval, as determined by the court; and

23 (b) Award damages in an amount not greater than \$2,500.

24 10. In determining the amount of damages, if any, to be
25 awarded under paragraph (b) of subsection 9, the court shall
26 consider:

27 (a) Whether the landlord acted in good faith;

28 (b) The course of conduct between the landlord and the tenant;
29 and

30 (c) The degree of harm to the tenant caused by the landlord's
31 conduct.

32 11. A landlord shall not refuse to accept rent from a tenant that
33 is submitted after the landlord or the landlord's agent has served or
34 had served a notice pursuant to subsection 1 if the refusal is based
35 on the fact that the tenant has not paid collection fees, attorney's
36 fees or other costs other than rent, a reasonable charge for late
37 payments of rent or dishonored checks, or a security deposit. As
38 used in this subsection, "security deposit" has the meaning ascribed
39 to it in NRS 118A.240.

40 12. Except as otherwise provided in NRS 118A.315, this
41 section does not apply to:

42 (a) The tenant of a mobile home lot in a mobile home park or to
43 the tenant of a recreational vehicle lot in an area of a mobile home
44 park in this State other than an area designated as a recreational



1 vehicle lot pursuant to the provisions of subsection 8 of
2 NRS 40.215.

3 (b) A tenant who provides proof to the landlord that he or she is
4 a federal worker, tribal worker, state worker or household member
5 of such a worker during a shutdown.

6 13. As used in this section, "close of business" means the close
7 of business of the court that has jurisdiction over the matter.

8 **Sec. 17.** NRS 439.479 is hereby amended to read as follows:

9 439.479 1. In addition to any other powers, duties and
10 authority conferred on a district board of health, the district board of
11 health may by affirmative vote of a majority of all the members of
12 the board adopt regulations consistent with law, which must take
13 effect immediately on their approval by the State Board of Health,
14 to:

- 15 (a) Regulate any health hazard on residential property;
- 16 (b) Regulate any health hazard in a rental dwelling unit; and
- 17 (c) Regulate any health hazard on commercial property.

18 2. The district board of health may adopt regulations to ensure
19 the enforcement of laws that protect the public health and safety
20 associated with the condition of rental dwelling units and to recover
21 all costs incurred by the district board of health relating thereto. Any
22 regulation adopted pursuant to this subsection must be provided by
23 the landlord of a rental dwelling unit to a tenant upon request to
24 ensure that the landlord and the tenant understand their respective
25 rights and responsibilities clearly.

26 3. In carrying out its duties relating to the protection of the
27 public health and safety associated with the condition of rental
28 dwelling units, the district board of health may:

- 29 (a) Take any enforcement action it determines necessary; and
- 30 (b) Establish an administrative hearing process, including,
31 without limitation, the hiring of qualified hearing officers.

32 4. If a tenant of a rental dwelling unit provides written notice to
33 the landlord pursuant to NRS 118A.355 specifying a failure by the
34 landlord to maintain the dwelling unit in a habitable condition and
35 requesting that the landlord remedy the failure and the landlord fails
36 to remedy the failure ~~for to make a reasonable effort to do so~~ within
37 the time prescribed in NRS 118A.355, the tenant may, in addition to
38 any remedy provided in NRS 118A.355 ~~§~~ **or section 4 of this act,**
39 provide to the district board of health a copy of the written notice
40 that the tenant provided to the landlord. If, upon inspection of the
41 dwelling unit, the district board of health determines that either the
42 landlord or the tenant has failed to maintain the dwelling unit in a
43 habitable condition, the district board of health may refer the matter
44 to the administrative hearing process if established pursuant to
45 subsection 3 or take any action with respect to the dwelling unit



1 which is authorized by this section or the regulations adopted
2 pursuant thereto.

3 5. Before the adoption, amendment or repeal of a regulation,
4 the district board of health must give at least 30 days' notice of its
5 intended action. The notice must:

6 (a) Include a statement of either the terms or substance of the
7 proposal or a description of the subjects and issues involved and of
8 the time when, the place where and the manner in which interested
9 persons may present their views thereon;

10 (b) State each address at which the text of the proposal may be
11 inspected and copied; and

12 (c) Be mailed to all persons who have requested in writing that
13 they be placed on a mailing list, which must be kept by the board for
14 such purpose.

15 6. All interested persons must be afforded a reasonable
16 opportunity to submit data, views or arguments, orally or in writing,
17 on the intended action to adopt, amend or repeal the regulation.
18 With respect to substantive regulations, the district board of health
19 shall set a time and place for an oral public hearing, but if no one
20 appears who will be directly affected by the proposal and requests
21 an oral hearing, the district board of health may proceed
22 immediately to act upon any written submissions. The district board
23 of health shall consider fully all written and oral submissions
24 respecting the proposal.

25 7. The district board of health shall file a copy of all of its
26 adopted regulations with the county clerk.

27 8. As used in this section:

28 (a) "Commercial property" means any real property which is not
29 used as a dwelling unit and is not occupied as, or designed or
30 intended for occupancy as, a residence or sleeping place.

31 (b) "Dwelling unit" has the meaning ascribed to it in
32 NRS 118A.080.

33 (c) "Health hazard" means any biological, physical or chemical
34 exposure, condition or public nuisance that may adversely affect the
35 health of a person.

36 **Sec. 18.** The amendatory provisions of subsections 3 and 5 of
37 NRS 118A.200, as amended by section 5 of this act, do not apply to
38 a rental agreement entered into before October 1, 2025. A landlord
39 described in NRS 118A.200, as amended by section 5 of this act,
40 shall review the rental agreements of the landlord that are in effect
41 on October 1, 2025, to ensure compliance with the amendatory
42 provisions of this act and, on or before the date for renewal of such
43 an agreement, if necessary, revise the agreement to include the
44 information required pursuant to subsection 3 of NRS 118A.200, as
45 amended by section 5 of this act, and reformat the agreement to



1 meet the requirements of subsection 5 of NRS 118A.200, as
2 amended by section 5 of this act.

⑩

