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SECOND REPRINT

S.B. 78

SENATE BILL NO. 78—SENATOR DONATE

PREFILED JANUARY 26, 2023

JOINT SPONSORS: ASSEMBLYMEN GONZÁLEZ, PETERS; AND WATTS

Referred to Committee on Commerce and Labor

SUMMARY—Makes various changes relating to property.
(BDR 10-623)

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; establishing and revising various definitions relating to property; establishing provisions relating to fees charged by landlords to prospective tenants; prohibiting landlords from transferring, selling, assigning or reporting to certain agencies information concerning amounts owed by tenants to landlords; establishing provisions relating to circumstances under which a landlord changes his or her agent, broker or property management company; requiring a rental agreement to include separate appendices that contain certain information; making it unlawful for a landlord or certain other persons to charge a tenant certain fees; making various changes relating to fees, fines, deposits and costs paid by tenants; requiring rental agreements to include a grace period for the late payment of rent; requiring a tenant to be served with advance notice of increases in certain fees, fines and costs; revising provisions relating to agents of attorneys who serve certain notices relating to evictions; revising provisions relating to representation in small claim actions; and providing other matters properly relating thereto.



* S B 7 8 R 2 *

Legislative Counsel's Digest:

1 Existing law requires a landlord and a tenant to perform certain obligations
2 with respect to a lease of real property. (NRS 118A.240-118A.300) As part of a
3 lease of real property, a landlord may require a tenant to pay a security deposit,
4 defined as a payment, deposit, fee or charge used by the landlord to: (1) remedy a
5 default in the payment of rent by the tenant; (2) repair damage to the premises other
6 than normal wear; and (3) clean the dwelling unit. (NRS 118A.240, 118A.242)
7 **Section 5** of this bill defines the term "security deposit" to mean a deposit made in
8 cash or by any other acceptable manner to a landlord for any of the following
9 purposes: (1) remedying any default of the tenant in the payment of periodic rent,
10 including, without limitation, the cost of any fee for the late payment of rent; (2)
11 repairing damage to the premises caused by the tenant other than normal wear; and
12 (3) cleaning the unit. **Section 28** of this bill repeals the existing definition of
13 "security deposit."

14 Existing law requires a landlord to return a security deposit, or any remaining
15 portion thereof, within 30 days after the termination of the tenancy and makes the
16 landlord liable for certain amounts for failing to return the security deposit within
17 this period. (NRS 118A.242) **Section 15** of this bill: (1) requires a landlord to
18 deliver an itemized, written accounting of the disposition of the security deposit or
19 surety bond, or a combination thereof in certain circumstances; (2) prescribes how
20 delivery of the itemized, written accounting must be effectuated by the landlord;
21 and (3) makes the landlord liable for certain amounts for failing to deliver the
22 itemized, written accounting. **Section 15** also provides that in any action relating to
23 an amount claimed of a security deposit for repairing damage to the premises
24 caused by the tenant, the landlord has the burden of proving: (1) that the damage to
25 the premises occurred during the tenancy; and (2) the actual costs of repair.

26 Existing law defines "normal wear" as deterioration which occurs without
27 negligence, carelessness or abuse of the premises, equipment or chattels by the
28 tenant, a member of the household of the tenant or another person on the premises
29 with the consent of the tenant. (NRS 118A.110) **Section 11** of this bill revises the
30 definition of "normal wear" to mean expected deterioration which occurs during the
31 course of a tenancy from the normal use of the premises by such persons.

32 Existing law requires written rental agreements to contain certain provisions,
33 including, without limitation, provisions concerning: (1) the amount of rent and the
34 manner and time of its payment; and (2) fees which are required and the purposes
35 for which they are required. (NRS 118A.200) Existing law authorizes a landlord to
36 charge a reasonable fee for the late payment of rent. (NRS 118A.210) **Section 12** of
37 this bill requires such rental agreements to include a grace period for the late
38 payment of rent. **Section 13** of this bill prohibits a landlord from charging the fee
39 for the late payment of rent until the expiration of the grace period set forth in the
40 rental agreement. **Section 4** of this bill defines the term "grace period" for such
41 purposes. **Section 12** also: (1) requires a written rental agreement to include a
42 separate appendix that contains an explanation of each fee that may be charged
43 during the term of the rental agreement and the purpose for which the fee may be
44 charged; and (2) makes it unlawful for a landlord or other person authorized to
45 enter into a rental agreement on his or her behalf to charge a tenant a fee in an
46 amount or for any purpose that is not set forth in the appendix. Finally, **section 12**
47 requires a written rental agreement to also include a separate appendix that contains
48 an explanation of the rights of the tenant pursuant to federal and state law and local
49 ordinances.

50 Existing law places certain prohibitions on rental agreements. (NRS 118A.220)
51 **Section 14** of this bill prohibits rental agreements from requiring tenants to pay any
52 fee, fine or cost except those which are: (1) authorized by statute; or (2) actual and
53 reasonable. **Sections 12, 19-21 and 24** of this bill make conforming changes
54 relating to the limitations on fees, fines and costs.



55 **Section 7** of this bill authorizes a landlord to charge a fee for the eviction of a
56 tenant. **Section 6** of this bill requires a landlord who collects from a prospective
57 tenant any fee to apply to rent a dwelling unit to refund the fee if the landlord: (1)
58 rents the dwelling unit to a different prospective tenant; and (2) does not conduct
59 the activity for which the fee was collected. **Section 6** further prohibits a landlord
60 from collecting an application fee, a fee to obtain a credit report or a fee to obtain a
61 background check for a minor who is a member of the household of the prospective
62 tenant.

63 **Section 8** of this bill prohibits a landlord from transferring, selling, assigning or
64 reporting to certain agencies any amount owed by the tenant, unless the landlord
65 first delivers to the tenant an itemized, written accounting of all outstanding
66 amounts owed by the tenant. **Section 8.5** of this bill requires any action for the
67 enforcement of any provision of a rental agreement to be brought: (1) not later than
68 2 years after the termination of the tenancy; and (2) as a small claims action, if
69 certain jurisdictional limits apply to the amount owed by the tenant.

70 **Section 9** of this bill provides that if a landlord changes his or her agent, broker
71 or property management company, the landlord or the new agent, broker or
72 company is required to send certain information to the tenant within 10 business
73 days after the change.

74 Existing law prohibits a landlord from increasing the rent of a tenant unless the
75 tenant is served with advance notice of the increase. (NRS 118A.300) **Section 18** of
76 this bill similarly prohibits a landlord from increasing certain fees, fines and costs
77 charged to the tenant unless the tenant is served with advance notice of the increase.

78 Existing law provides that if a tenant's failure to perform basic obligations can
79 be remedied by cleaning and the tenant fails to comply with a request to remedy
80 such failure in a timely manner, the landlord may enter the dwelling unit, cause the
81 work to be done and bill the tenant. (NRS 118A.440) **Section 22** of this bill deletes
82 this provision of existing law.

83 Existing law requires a tenant to be served with certain notices relating to
84 evictions. Existing law also provides that certain notices may be served by an agent
85 of an attorney who is licensed in this State if: (1) the attorney has been retained by
86 the landlord in certain actions; and (2) the agent is acting at the direction and under
87 the direct supervision of the attorney. (NRS 40.280) In addition to the existing
88 requirements concerning such agents, **section 25** of this bill prohibits the agent
89 from being employed as a property manager in this State.

90 Existing law authorizes a nongovernmental legal or commercial entity to be
91 represented by its director, officer or employee in an action in small claims court.
92 (NRS 73.012) Similarly, **section 26** of this bill authorizes a landlord to be
93 represented by his or her agent in a small claims action.

94 **Section 26.5** of this bill provides that the amendatory provisions of this bill do
95 not apply to a tenant of a dwelling unit that is a manufactured home, or on the
96 premises of a manufactured home lot or a manufactured home park.

97 Finally, **section 27** of this bill provides that a rental agreement entered into
98 before the effective date of this bill is binding upon the parties and may be enforced
99 on or after that date, regardless of whether the provisions of the rental agreement
100 conflict with the amendatory provisions of this bill.

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

1 **Section 1.** NRS 118.101 is hereby amended to read as follows:
2 118.101 1. A person may not refuse to:



1 (a) Authorize a person with a disability to make reasonable
2 modifications to a dwelling which he or she occupies or will occupy
3 if:

4 (1) The person with the disability pays for the modifications;
5 and

6 (2) The modifications are necessary to ensure that the person
7 with the disability may use and enjoy the dwelling; or

8 (b) Make reasonable accommodations in rules, policies,
9 practices or services if those accommodations are necessary to
10 ensure that the person with the disability may use and enjoy the
11 dwelling.

12 2. A landlord may, as a condition for the authorization of such
13 a modification, reasonably require the person who requests the
14 authorization, upon the termination of his or her occupancy, to
15 restore the dwelling to the condition that existed before the
16 modification, reasonable wear and tear excepted.

17 3. Except as otherwise provided in subsection 4, a landlord
18 may not increase the amount of a security deposit the landlord
19 customarily requires a person to deposit because that person has
20 requested authorization to modify a dwelling pursuant to
21 subsection 1.

22 4. If a person requests authorization to modify a dwelling
23 pursuant to subsection 1, the landlord may require that person to
24 deposit an additional security deposit in addition to the amount the
25 landlord usually requires if the additional security deposit:

26 (a) Is necessary to ensure the restoration of the dwelling
27 pursuant to subsection 2;

28 (b) Does not exceed the actual cost of the restoration; and

29 (c) Is deposited by the landlord in an interest-bearing account.
30 Any interest earned on the additional amount must be paid to the
31 person who requested the authorization.

32 5. As used in this section, "security deposit" has the meaning
33 ascribed to it in ~~[NRS 118A.240.]~~ *section 5 of this act.*

34 **Sec. 2.** Chapter 118A of NRS is hereby amended by adding
35 thereto the provisions set forth as sections 3 to 9, inclusive, of this
36 act.

37 **Sec. 3.** (Deleted by amendment.)

38 **Sec. 4.** *"Grace period" means a period of time, not less than*
39 *3 days, during which rent can be paid late by a tenant.*

40 **Sec. 5.** *"Security deposit" means a deposit paid in cash, by*
41 *check or by any other acceptable manner to a landlord for any of*
42 *the following purposes:*

43 *1. Remedying any default of the tenant in the payment of*
44 *periodic rent, including, without limitation, the cost of any fee for*
45 *the late payment of rent.*



1 2. *Repairing damage to the premises caused by the tenant*
2 *other than normal wear.*

3 3. *Cleaning the dwelling unit.*

4 **Sec. 6. 1.** *A landlord who collects from a prospective tenant*
5 *any fee to apply to rent a dwelling unit, including, without*
6 *limitation, an application fee, a fee to obtain a credit report or a*
7 *fee to obtain a background check, shall refund the fee to the*
8 *prospective tenant if the landlord:*

9 (a) *Rents the dwelling unit to a different prospective tenant;*
10 *and*

11 (b) *Does not conduct the activity for which the fee was*
12 *collected, including, without limitation, processing the application*
13 *or obtaining a credit report or background check of the*
14 *prospective tenant.*

15 2. *A landlord shall not collect an application fee, a fee to*
16 *obtain a credit report or a fee to obtain a background check for a*
17 *minor who is a member of the household of the prospective tenant.*

18 3. *As used in this section:*

19 (a) *“Household” means an association of persons who live in*
20 *the same home or dwelling and who are related by blood,*
21 *adoption, marriage or domestic partnership.*

22 (b) *“Minor” means a person who is under 18 years of age.*

23 **Sec. 7.** *A landlord may charge a tenant a fee for the eviction*
24 *of the tenant. The amount of the fee must not exceed the direct*
25 *and actual costs of the landlord associated with the action for*
26 *eviction.*

27 **Sec. 8. 1.** *A landlord may not transfer, sell, assign or report*
28 *to a collection agency or credit reporting agency any amount owed*
29 *by the tenant to the landlord, unless the landlord delivers to the*
30 *tenant an itemized, written accounting of all outstanding amounts*
31 *owed by the tenant at least 30 days in advance of transferring,*
32 *selling, assigning or reporting the amount owed to a collection*
33 *agency or credit reporting agency.*

34 2. *An itemized, written accounting required by subsection 1*
35 *must contain a disclosure which states that if the outstanding*
36 *amounts are not paid within 30 days, the landlord will transfer,*
37 *sell, assign or report the outstanding amount to a collection*
38 *agency or credit reporting agency.*

39 3. *The delivery of the itemized, written accounting must be*
40 *effectuated by the landlord by:*

41 (a) *Personally handing the itemized, written accounting to the*
42 *tenant at the place where rent is paid by the tenant; or*

43 (b) *Mailing the itemized, written accounting to the tenant at*
44 *the present address of the tenant, if known, or the last known*



1 *address of the tenant, if the present address of the tenant is*
2 *unknown.*

3 **Sec. 8.5.** *1. Any action for the enforcement of any*
4 *provision of a rental agreement must be commenced not later than*
5 *2 years after the termination of the tenancy, as established by the*
6 *rental agreement.*

7 *2. If the amount owed by the tenant does not exceed the*
8 *jurisdictional limit set forth in chapter 73 of NRS, the landlord*
9 *must bring a small claims action.*

10 **Sec. 9.** *Within 10 business days after the landlord changes*
11 *his or her agent, broker or property management company, the*
12 *landlord or the new agent, broker or company shall provide*
13 *written notification to the tenant which must contain:*

14 *1. The name, address and telephone number of the new*
15 *agent, broker or company; and*

16 *2. A statement that the security deposit of the tenant was*
17 *transferred, in its entirety without deductions, to the new entity*
18 *and that no additional security deposit is required to be paid by the*
19 *tenant.*

20 **Sec. 10.** NRS 118A.020 is hereby amended to read as follows:

21 118A.020 As used in this chapter, unless the context otherwise
22 requires, the terms defined in NRS 118A.030 to 118A.175,
23 inclusive, *and sections 4 and 5 of this act* have the meanings
24 ascribed to them in those sections.

25 **Sec. 11.** NRS 118A.110 is hereby amended to read as follows:

26 118A.110 *1. "Normal wear" means ~~[that]~~ the expected*
27 *deterioration which occurs ~~[without negligence, carelessness or~~*
28 *~~abuse]~~ during the course of a tenancy from the normal use of the*
29 *premises ~~[-, equipment or chattels]~~ by the tenant, a household*
30 *member of the ~~[tenant's household]~~ tenant or other person on the*
31 *premises with the ~~[tenant's]~~ consent ~~[-]~~ of the tenant.*

32 *2. The term does not include damage to the premises which*
33 *results from the neglect or abuse of the premises by the tenant, a*
34 *household member of the tenant or other person on the premises.*

35 **Sec. 12.** NRS 118A.200 is hereby amended to read as follows:

36 118A.200 *1. Any written agreement for the use and*
37 *occupancy of a dwelling unit or premises must be signed by the*
38 *landlord or his or her agent and the tenant or his or her agent.*

39 *2. The landlord shall provide one copy of any written*
40 *agreement described in subsection 1 to the tenant free of cost at the*
41 *time the agreement is executed and, upon request of the tenant,*
42 *provide additional copies of any such agreement to the tenant within*
43 *a reasonable time. The landlord may charge a reasonable fee for*
44 *providing the additional copies.*



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

3 (a) Duration of the agreement.

4 (b) Amount of rent and the manner and time of its payment ~~{ }~~,
5 *including, without limitation:*

6 *(1) The duration of the grace period.*

7 *(2) The fee for the late payment of rent.*

8 (c) Occupancy by children or pets.

9 (d) Services included with the dwelling rental.

10 (e) ~~{Fees}~~ *Subject to the limitations set forth in NRS 118A.220,*
11 *fees, fines and costs* which are ~~{required}~~ *to be paid by the tenant*
12 *and the purposes for which they are required.*

13 (f) Deposits which are required and the conditions for their
14 refund ~~{ }~~, *as applicable.*

15 (g) ~~{Charges which may be required for late or partial payment~~
16 ~~*of rent or for return of any dishonored check.*~~

17 ~~{(h)}~~ Inspection rights of the landlord.

18 ~~{(i)}~~ *(h)* A listing of persons or numbers of persons who are to
19 occupy the dwelling.

20 ~~{(j)}~~ *(i)* Respective responsibilities of the landlord and the tenant
21 as to the payment of utility charges.

22 ~~{(k)}~~ *(j)* A signed record of the inventory and condition of the
23 premises under the exclusive custody and control of the tenant.

24 ~~{(l)}~~ *(k)* A summary of the provisions of NRS 202.470.

25 ~~{(m)}~~ *(l)* Information regarding the procedure pursuant to which
26 a tenant may report to the appropriate authorities:

27 (1) A nuisance.

28 (2) A violation of a building, safety or health code or
29 regulation.

30 ~~{(n)}~~ *(m)* Information regarding the right of the tenant to engage
31 in the display of the flag of the United States, as set forth in
32 NRS 118A.325.

33 *(n) A separate appendix that contains a clear and concise*
34 *explanation of each fee that may be charged during the term of*
35 *the rental agreement and the purpose for which the fee may be*
36 *charged. The appendix must state with specificity:*

37 *(1) For each fee that is variable, that the cost to be paid by*
38 *the tenant is the actual cost incurred and that no additional fee*
39 *will be added unless the fee is for a charge incurred by the tenant,*
40 *including, without limitation, a late fee; and*

41 *(2) For each fee that is fixed or provided by a third-party*
42 *vendor, the current amount of the fee.*

43 *(o) A separate appendix that contains a clear and concise*
44 *explanation of the rights of the tenant pursuant to federal and*
45 *state laws and local ordinances.*



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

8 (a) There are rebuttable presumptions in NRS 205.0813 and
9 205.0817 that the tenant does not have lawful occupancy of the
10 dwelling unless the agreement:

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

14 (2) Includes the current address and telephone number of the
15 landlord or his or her authorized representative; and

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

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

21 (2) Includes the current address and telephone number of the
22 landlord or his or her authorized representative.

23 5. The absence of a written agreement raises a disputable
24 presumption that:

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

26 (b) Maintenance and waste removal services are provided
27 without charge to the tenant.

28 (c) ~~[No charges for partial or late payments of rent or for~~
29 ~~dishonored checks are paid by the tenant.] *There is no fee for the*~~
30 ~~*late payment of rent.*~~

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

33 6. It is unlawful for a landlord or any person authorized to
34 enter into a rental agreement on his or her behalf to use any written
35 agreement which does not conform to the provisions of this section,
36 and any provision in an agreement which contravenes the provisions
37 of this section is void.

38 7. *It is unlawful for a landlord or any person authorized to*
39 *enter into a rental agreement on his or her behalf to charge a*
40 *tenant a fee in an amount or for any purpose that is not set forth*
41 *in the appendix to the rental agreement that is required pursuant*
42 *to paragraph (n) of subsection 3.*

43 8. As used in this section, "single-family residence" means a
44 structure that is comprised of not more than four units. The term



1 does not include a manufactured home as defined in
2 NRS 118B.015.

3 **Sec. 13.** NRS 118A.210 is hereby amended to read as follows:

4 118A.210 1. Rent is payable without demand or notice at the
5 time and place agreed upon by the parties.

6 2. Unless the rental agreement establishes a definite term, the
7 tenancy is from week to week in the case of a tenant who pays
8 weekly rent and in all other cases the tenancy is from month to
9 month.

10 3. In the absence of an agreement, either written or oral:

11 (a) Rent is payable at the beginning of the tenancy; and

12 (b) Rent for the use and occupancy of a dwelling is the fair
13 rental value for the use and occupancy.

14 4. A landlord may charge a reasonable late fee for the late
15 payment of rent as set forth in the rental agreement, but:

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

19 (b) Such a late fee must not exceed 5 percent of the amount of
20 the periodic rent; ~~and~~

21 (c) *Such a late fee must not be charged until the expiration of*
22 *the grace period set forth in the rental agreement; and*

23 (d) The maximum amount of the late fee must not be increased
24 based upon a late fee that was previously imposed.

25 **Sec. 14.** NRS 118A.220 is hereby amended to read as follows:

26 118A.220 1. A rental agreement shall not provide that the
27 tenant:

28 (a) Agrees to waive or forego rights or remedies afforded by this
29 chapter;

30 (b) Authorizes any person to confess judgment on any claim
31 arising out of the rental agreement;

32 (c) Agrees to pay ~~the~~ :

33 (1) *The* landlord's attorney's fees, except that the agreement
34 may provide that reasonable attorney's fees may be awarded to the
35 prevailing party in the event of court action; *or*

36 (2) *Any fee, fine or cost, except those which are:*

37 (I) *Expressly authorized by statute; or*

38 (II) *Actual and reasonable;*

39 (d) Agrees to the exculpation or limitation of any liability of the
40 landlord arising under law or to indemnify the landlord for that
41 liability or the costs connected therewith if the liability is based
42 upon an act or omission of the landlord or any agent or employee of
43 the landlord; or

44 (e) Agrees to give the landlord a different notice of termination
45 than that required to be given by the landlord to the tenant.



1 2. Any provision prohibited by subsection 1 is void as contrary
2 to public policy and the tenant may recover any actual damages
3 incurred through the inclusion of the prohibited provision.

4 **Sec. 15.** NRS 118A.242 is hereby amended to read as follows:

5 118A.242 1. The landlord may not demand or receive a
6 security deposit or a surety bond, or a combination thereof,
7 including the last month's rent, whose total amount or value exceeds
8 3 months' periodic rent.

9 2. In lieu of paying all or part of the security deposit required
10 by the landlord, a tenant may, if the landlord consents, purchase a
11 surety bond to secure the tenant's obligation to the landlord under
12 the rental agreement to:

13 (a) Remedy any default of the tenant in the payment of rent.

14 (b) Repair damages to the premises other than normal wear and
15 tear.

16 (c) Clean the dwelling unit.

17 3. The landlord:

18 (a) Is not required to accept a surety bond purchased by the
19 tenant in lieu of paying all or part of the security deposit; and

20 (b) May not require a tenant to purchase a surety bond in lieu of
21 paying all or part of the security deposit.

22 4. Upon termination of the tenancy by either party for any
23 reason, the landlord may claim of the security deposit or surety
24 bond, or a combination thereof, only such amounts as are reasonably
25 necessary to ~~remedy~~ :

26 (a) **Remedy** any default of the tenant in the payment of rent ~~to~~
27 ~~repair~~ ;

28 (b) **Repair** damages to the premises caused by the tenant
29 other than normal wear ~~and to pay the reasonable costs of cleaning~~
30 ~~the premises.~~ ; and

31 (c) **Clean the premises.**

32 5. The landlord shall ~~provide~~ **deliver to** the tenant ~~with~~ an
33 itemized, written accounting of the disposition of the security
34 deposit or surety bond, or a combination thereof, and return any
35 remaining portion of the security deposit to the tenant ~~no~~ **not** later
36 than 30 days after the termination of the tenancy by handing it to the
37 tenant personally at the place where the rent is paid, or by mailing it
38 to the tenant at the tenant's present address or, if that address is
39 unknown, at the tenant's last known address.

40 ~~5. If a tenant disputes an item contained in an itemized written~~
41 ~~accounting received from a landlord pursuant to subsection 4, the~~
42 ~~tenant may send a written response disputing the item to the surety.~~
43 ~~If the tenant sends the written response within 30 days after~~
44 ~~receiving the itemized written accounting, the surety shall not report~~



~~the claim of the landlord to a credit reporting agency unless the surety obtains a judgment against the tenant.]~~

6. *The delivery of the itemized, written accounting must be effectuated by the landlord by:*

(a) *Personally handing the itemized, written accounting to the tenant at the place where rent is paid by the tenant; or*

(b) *Mailing the itemized, written accounting to the tenant at the present address of the tenant, if known, or the last known address of the tenant, if the present address of the tenant is unknown.*

7. If the landlord fails or refuses to *deliver the itemized, written accounting or* return the remainder of a security deposit within 30 days after the end of a tenancy, the landlord is liable to the tenant for damages :

(a) In an amount equal to the entire security deposit; and

(b) For a sum to be fixed by the court of not more than the amount of the entire security deposit.

~~[7.]~~ 8. In determining the sum, if any, to be awarded under paragraph (b) of subsection ~~[6.]~~ 7, the court shall consider:

(a) Whether the landlord acted in good faith;

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

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

~~[8. Except for an agreement which provides for a nonrefundable charge for cleaning, in a reasonable amount, no]~~

9. *In any action relating to an amount claimed of a security deposit or surety bond, or a combination thereof, by a landlord for repairing damage to the premises caused by the tenant other than normal wear, the landlord has the burden of proving:*

(a) *That the damage to the premises occurred during the tenancy of the tenant; and*

(b) *The actual costs of repair.*

10. A rental agreement ~~[may]~~ *must not* contain any provision characterizing any security deposit under this section as nonrefundable or any provision waiving or modifying a tenant's rights under this section. Any such provision is void as contrary to public policy.

~~[9.]~~ 11. The claim of a tenant to a security deposit to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

Sec. 16. (Deleted by amendment.)

Sec. 17. (Deleted by amendment.)

Sec. 18. NRS 118A.300 is hereby amended to read as follows:

118A.300 The landlord may not increase ~~[the]~~ :



1 **1. The** rent payable by a tenant unless the landlord serves the
2 tenant with a written notice, ~~60~~ **at least 60** days or, in the case of
3 any periodic tenancy of less than 1 month, ~~30~~ **at least 30** days in
4 advance of the first rental payment to be increased, advising the
5 tenant of the increase.

6 **2. Any fee, fine or cost required to be paid by the tenant,**
7 **unless the landlord serves the tenant with a written notice:**

8 **(a) At least 60 days in advance of the first payment to be**
9 **increased, if the tenancy is from month to month; or**

10 **(b) At least 30 days in advance of the first payment to be**
11 **increased, if the tenancy is from week to week.**

12 **Sec. 19.** NRS 118A.355 is hereby amended to read as follows:

13 118A.355 1. Except as otherwise provided in this chapter, if
14 a landlord fails to maintain a dwelling unit in a habitable condition
15 as required by this chapter, the tenant shall deliver a written notice
16 to the landlord specifying each failure by the landlord to maintain
17 the dwelling unit in a habitable condition and requesting that the
18 landlord remedy the failures. If a failure is remediable and the
19 landlord adequately remedies the failure or uses his or her best
20 efforts to remedy the failure within 14 days after receipt of the
21 notice, the tenant may not proceed under this section. If the landlord
22 fails to remedy a material failure to maintain the dwelling unit in a
23 habitable condition or to make a reasonable effort to do so within
24 the prescribed time, the tenant may:

25 (a) Terminate the rental agreement immediately.

26 (b) Recover actual damages.

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

29 (d) Withhold any rent that becomes due without incurring ~~late~~
30 ~~fees, charges for notice or~~ any ~~other charge or~~ fee, **fine or cost**
31 authorized by ~~this chapter or~~ the rental agreement until the
32 landlord has remedied, or has attempted in good faith to remedy, the
33 failure.

34 2. The tenant may not proceed under this section:

35 (a) For a condition caused by the tenant's own deliberate or
36 negligent act or omission or that of a member of his or her
37 household or other person on the premises with his or her consent;
38 or

39 (b) If the landlord's inability to adequately remedy the failure or
40 use his or her best efforts to remedy the failure within 14 days is due
41 to the tenant's refusal to allow lawful access to the dwelling unit as
42 required by the rental agreement or this chapter.

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



1 4. A tenant may not proceed under this section unless the
2 tenant has given notice as required by subsection 1, except that the
3 tenant may, without giving that notice:

4 (a) Recover damages under paragraph (b) of subsection 1 if the
5 landlord:

6 (1) Admits to the court that the landlord had knowledge of
7 the condition constituting the failure to maintain the dwelling in a
8 habitable condition; or

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

12 (b) Withhold rent under paragraph (d) of subsection 1 if the
13 landlord:

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

18 (2) Fails to remedy or attempt in good faith to remedy the
19 failure within the time prescribed in the written notice of that
20 condition from the governmental agency.

21 5. Justice courts shall establish by local rule a mechanism by
22 which tenants may deposit rent withheld under paragraph (d) of
23 subsection 1 into an escrow account maintained or approved by the
24 court. A tenant does not have a defense to an eviction under
25 paragraph (d) of subsection 1 unless the tenant has deposited the
26 withheld rent into an escrow account pursuant to this subsection.

27 **Sec. 20.** NRS 118A.370 is hereby amended to read as follows:

28 118A.370 If the landlord fails to deliver possession of the
29 dwelling unit to the tenant as provided in this chapter, rent abates
30 until possession is delivered as required, and the tenant may:

31 1. Terminate the rental agreement upon at least 5 days' written
32 notice to the landlord and upon termination the landlord shall return
33 all prepaid rent, any security deposit recoverable under this chapter
34 ~~[;]~~ and any ~~[payment,]~~ *other fee, fine, cost or* deposit ~~[-, fee or~~
35 ~~charge to secure the execution of]~~ *required under* the rental
36 agreement ~~[-; or]~~ *to be paid by the tenant before his or her*
37 *possession of the premises.*

38 2. Demand performance of the rental agreement by the
39 landlord and, if the tenant elects, maintain an action for possession
40 of the dwelling unit against the landlord or any person wrongfully in
41 possession and recover the actual damages sustained. If the landlord
42 has exercised due diligence to evict the holdover tenant or remedy
43 the condition keeping the new tenant from taking possession, the
44 landlord is not liable for damages . ~~[-; or]~~



1 3. Pursue any other remedies to which the tenant is entitled,
2 including the right to recover any actual damages suffered.

3 **Sec. 21.** NRS 118A.380 is hereby amended to read as follows:

4 118A.380 1. If the landlord is required by the rental
5 agreement or this chapter to supply heat, air-conditioning, running
6 water, hot water, electricity, gas, a functioning door lock or another
7 essential item or service and the landlord willfully or negligently
8 fails to do so, causing the premises to become unfit for habitation,
9 the tenant shall give written notice to the landlord specifying the
10 breach. If the landlord does not adequately remedy the breach, or
11 use his or her best efforts to remedy the breach within 48 hours,
12 except a Saturday, Sunday or legal holiday, after it is received by
13 the landlord, the tenant may, in addition to any other remedy:

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

17 (b) Recover actual damages, including damages based upon the
18 lack of use of the premises or the diminution of the fair rental value
19 of the dwelling unit;

20 (c) Withhold any rent that becomes due during the landlord's
21 noncompliance without incurring ~~late fees, charges for notice or~~
22 any ~~other charge or~~ fee, *fine or cost* authorized by ~~this chapter~~
23 ~~or~~ the rental agreement, until the landlord has attempted in good
24 faith to restore the essential items or services; or

25 (d) Procure other housing which is comparable during the
26 landlord's noncompliance, and the rent for the original premises
27 fully abates during this period. The tenant may recover the actual
28 and reasonable cost of that other housing which is in excess of the
29 amount of rent which is abated.

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

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

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

37 (1) Admits to the court that the landlord had knowledge of
38 the lack of such essential items or services; or

39 (2) Has received written notice of the uninhabitable
40 condition caused by such a lack from a governmental agency
41 authorized to inspect for violations of building, housing or health
42 codes.

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



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

4 (2) Fails to remedy or attempt in good faith to remedy the
5 breach within the time prescribed in the written notice of that
6 condition from the governmental agency.

7 4. The rights of the tenant under paragraph (c) of subsection 1
8 do not arise unless the tenant is current in the payment of rent at the
9 time of giving written notice pursuant to subsection 1.

10 5. If such a condition was caused by the deliberate or negligent
11 act or omission of the tenant, a member of his or her household or
12 other person on the premises with his or her consent, the tenant has
13 no rights under this section.

14 **Sec. 22.** NRS 118A.440 is hereby amended to read as follows:

15 118A.440 If the tenant's failure to perform basic obligations
16 under this chapter can be remedied by repair ~~or~~ **or** replacement of a
17 damaged item, ~~for cleaning,~~ and the tenant fails to use his or her
18 best efforts to comply within 14 days after written notice by the
19 landlord specifying the breach and requesting that the tenant remedy
20 it within that period of time or more promptly if conditions require
21 in case of emergency, the landlord may enter the dwelling unit and
22 cause the work to be done in a workmanlike manner and submit the
23 itemized bill for the actual and reasonable cost, or the fair and
24 reasonable value of the work. The itemized bill must be paid as rent
25 on the next date periodic rent is due, or if the rental agreement has
26 terminated, may be submitted to the tenant for immediate payment
27 or deducted from the security deposit.

28 **Sec. 23.** (Deleted by amendment.)

29 **Sec. 24.** NRS 40.253 is hereby amended to read as follows:

30 40.253 1. Except as otherwise provided in subsection 12, in
31 addition to the remedy provided in NRS 40.2512 and 40.290 to
32 40.420, inclusive, when the tenant of any dwelling, apartment,
33 mobile home or recreational vehicle with periodic rent reserved by
34 the month or any shorter period is in default in payment of the rent,
35 the landlord or the landlord's agent may cause to be served a notice
36 in writing, requiring in the alternative the payment of the rent or the
37 surrender of the premises:

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

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

44 ↪ As used in this subsection, "day of service" means the day the
45 landlord or the landlord's agent personally delivers the notice to the



1 tenant. If personal service was not so delivered, the “day of service”
2 means the day the notice is delivered, after posting and mailing
3 pursuant to subsection 2, to the sheriff or constable for service if the
4 request for service is made before noon. If the request for service by
5 the sheriff or constable is made after noon, the “day of service” shall
6 be deemed to be the day next following the day that the request is
7 made for service by the sheriff or constable.

8 2. A landlord or the landlord’s agent who serves a notice to a
9 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
10 deliver the notice in person in the manner set forth in subsection 2 of
11 NRS 40.2542. If the notice cannot be delivered in person, the
12 landlord or the landlord’s agent:

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

15 (b) After the notice has been posted and mailed, may deliver the
16 notice to the sheriff or constable for service in the manner set forth
17 in subsection 1 of NRS 40.280. The sheriff or constable shall not
18 accept the notice for service unless it is accompanied by written
19 evidence, signed by the tenant when the tenant took possession of
20 the premises, that the landlord or the landlord’s agent informed the
21 tenant of the provisions of this section which set forth the lawful
22 procedures for eviction from a short-term tenancy. Upon
23 acceptance, the sheriff or constable shall serve the notice within 48
24 hours after the request for service was made by the landlord or the
25 landlord’s agent.

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

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

28 (b) Advise the tenant:

29 (1) Of the tenant’s right to contest the matter by filing, within
30 the time specified in subsection 1 for the payment of the rent or
31 surrender of the premises, an affidavit with the court that has
32 jurisdiction over the matter stating that the tenant has tendered
33 payment or is not in default in the payment of the rent;

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

42 (3) That, pursuant to NRS 118A.390, a tenant may seek relief
43 if a landlord unlawfully removes the tenant from the premises or
44 excludes the tenant by blocking or attempting to block the tenant’s
45 entry upon the premises or willfully interrupts or causes or permits



1 the interruption of an essential service required by the rental
2 agreement or chapter 118A of NRS.

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

8 5. Upon noncompliance with the notice:

9 (a) The landlord or the landlord's agent may apply by affidavit
10 of complaint for eviction to the justice court of the township in
11 which the dwelling, apartment, mobile home or recreational vehicle
12 are located or to the district court of the county in which the
13 dwelling, apartment, mobile home or recreational vehicle are
14 located, whichever has jurisdiction over the matter. The court may
15 thereupon issue an order directing the sheriff or constable of the
16 county to post the order in a conspicuous place on the premises not
17 later than 24 hours after the order is received by the sheriff or
18 constable. The sheriff or constable shall remove the tenant not
19 earlier than 24 hours but not later than 36 hours after the posting of
20 the order. The affidavit must state or contain:

21 (1) The date the tenancy commenced.

22 (2) The amount of periodic rent reserved.

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

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

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

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

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

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

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

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

39 6. Upon the filing by the tenant of the affidavit permitted in
40 subsection 3, regardless of the information contained in the
41 affidavit, and the filing by the landlord of the affidavit permitted by
42 subsection 5, the justice court or the district court shall hold a
43 hearing, after service of notice of the hearing upon the parties, to
44 determine the truthfulness and sufficiency of any affidavit or notice
45 provided for in this section. If the court determines that there is no



1 legal defense as to the alleged unlawful detainer and the tenant is
2 guilty of an unlawful detainer, the court may issue a summary order
3 for removal of the tenant or an order providing for the
4 nonadmittance of the tenant. If the court determines that there is a
5 legal defense as to the alleged unlawful detainer, the court shall
6 refuse to grant either party any relief, and, except as otherwise
7 provided in this subsection, shall require that any further
8 proceedings be conducted pursuant to NRS 40.290 to 40.420,
9 inclusive. The issuance of a summary order for removal of the
10 tenant does not preclude an action by the tenant for any damages or
11 other relief to which the tenant may be entitled. If the alleged
12 unlawful detainer was based upon subsection 5 of NRS 40.2514, the
13 refusal by the court to grant relief does not preclude the landlord
14 thereafter from pursuing an action for unlawful detainer in
15 accordance with NRS 40.251.

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

24 (a) The tenant has vacated or been removed from the premises;
25 and

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

28 ➤ whichever is later.

29 8. Upon the filing of a motion pursuant to subsection 7, the
30 court shall schedule a hearing on the motion. The hearing must be
31 held within 10 days after the filing of the motion. The court shall
32 affix the date of the hearing to the motion and order a copy served
33 upon the landlord by the sheriff, constable or other process server.
34 At the hearing, the court may:

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

37 (b) Order the release of the tenant's property upon the payment
38 of the charges determined to be due or if no charges are determined
39 to be due.

40 9. The tenant may, upon payment of the appropriate fees
41 relating to the filing and service of a motion, file a motion with the
42 court on a form provided by the clerk of court to dispute the
43 reasonableness of the actions of a landlord pursuant to subsection 3
44 of NRS 118A.460. The motion must be filed within 5 days after the
45 tenant has vacated or been removed from the premises. Upon the



1 filing of a motion pursuant to this subsection, the court shall
2 schedule a hearing on the motion. The hearing must be held within 5
3 days after the filing of the motion. The court shall affix the date of
4 the hearing to the motion and order a copy served upon the landlord
5 by the sheriff, constable or other process server. At the hearing, the
6 court may:

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

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

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

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

15 (b) The course of conduct between the landlord and the tenant;
16 and

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

19 11. A landlord shall not refuse to accept rent from a tenant that
20 is submitted after the landlord or the landlord's agent has served or
21 had served a notice pursuant to subsection 1 if the refusal is based
22 on the fact that the tenant has not paid collection fees, attorney's
23 fees or other costs other than rent, a reasonable ~~[charge]~~ *fee* for late
24 ~~[payments]~~ *payment* of rent ~~[or dishonored checks.]~~ or a security
25 deposit. As used in this subsection, "security deposit" has the
26 meaning ascribed to it in ~~[NRS 118A.240.]~~ *section 5 of this act.*

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

29 (a) The tenant of a mobile home lot in a mobile home park or to
30 the tenant of a recreational vehicle lot in an area of a mobile home
31 park in this State other than an area designated as a recreational
32 vehicle lot pursuant to the provisions of subsection 8 of
33 NRS 40.215.

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

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

39 **Sec. 25.** NRS 40.280 is hereby amended to read as follows:

40 40.280 1. Except as otherwise provided in NRS 40.253 and
41 40.2542, the notices required by NRS 40.251 to 40.260, inclusive,
42 must be served by the sheriff, a constable, a person who is licensed
43 as a process server pursuant to chapter 648 of NRS or the agent of
44 an attorney licensed to practice in this State:

45 (a) By delivering a copy to the tenant personally.



1 (b) If the tenant is absent from the tenant's place of residence or
2 from the tenant's usual place of business, by leaving a copy with a
3 person of suitable age and discretion at either place and mailing a
4 copy to the tenant at the tenant's place of residence or place of
5 business.

6 (c) If the place of residence or business cannot be ascertained, or
7 a person of suitable age or discretion cannot be found there, by
8 posting a copy in a conspicuous place on the leased property,
9 delivering a copy to a person there residing, if the person can be
10 found, and mailing a copy to the tenant at the place where the leased
11 property is situated.

12 2. The notices required by NRS 40.230, 40.240 and 40.414
13 must be served upon an unlawful or unauthorized occupant:

14 (a) Except as otherwise provided in this paragraph and
15 paragraph (b), by delivering a copy to the unlawful or unauthorized
16 occupant personally, in the presence of a witness. If service is
17 accomplished by the sheriff, constable or a person who is licensed
18 as a process server pursuant to chapter 648 of NRS, the presence of
19 a witness is not required.

20 (b) If the unlawful or unauthorized occupant is absent from the
21 real property, by leaving a copy with a person of suitable age and
22 discretion at the property and mailing a copy to the unlawful or
23 unauthorized occupant at the place where the property is situated. If
24 the occupant is unknown, the notice must be addressed to "Current
25 Occupant."

26 (c) If a person of suitable age or discretion cannot be found at
27 the real property, by posting a copy in a conspicuous place on the
28 property and mailing a copy to the unlawful or unauthorized
29 occupant at the place where the property is situated. If the occupant
30 is unknown, the notice must be addressed to "Current Occupant."

31 3. Service upon a subtenant may be made in the same manner
32 as provided in subsection 1.

33 4. Proof of service of any notice required by NRS 40.230 to
34 40.260, inclusive, must be filed with the court before:

35 (a) An order for removal of a tenant is issued pursuant to NRS
36 40.253 or 40.254;

37 (b) An order for removal of an unlawful or unauthorized
38 occupant is issued pursuant to NRS 40.414;

39 (c) A writ of restitution is issued pursuant to NRS 40.290 to
40 40.420, inclusive; or

41 (d) An order for removal of a commercial tenant pursuant to
42 NRS 40.2542.

43 5. Proof of service of notice pursuant to NRS 40.230 to 40.260,
44 inclusive, that must be filed before the court may issue an order or



1 writ filed pursuant to paragraph (a), (b) or (c) of subsection 4 must
2 consist of:

3 (a) Except as otherwise provided in paragraph (b):

4 (1) If the notice was served pursuant to subsection 1, a
5 written statement, endorsed by the person who served the notice,
6 stating the date and manner of service. The statement must also
7 include the number of the badge or license of the person who served
8 the notice. If the notice was served by the agent of an attorney
9 licensed in this State, the statement must be accompanied by a
10 declaration, signed by the attorney and bearing the license number
11 of the attorney, stating that the attorney:

12 (I) Was retained by the landlord in an action pursuant to
13 NRS 40.230 to 40.420, inclusive;

14 (II) Reviewed the date and manner of service by the
15 agent; and

16 (III) Believes to the best of his or her knowledge that such
17 service complies with the requirements of this section.

18 (2) If the notice was served pursuant to paragraph (a) of
19 subsection 2, an affidavit or declaration signed by the tenant or the
20 unlawful or unauthorized occupant, as applicable, and a witness,
21 signed under penalty of perjury by the server, acknowledging that
22 the tenant or occupant received the notice on a specified date.

23 (3) If the notice was served pursuant to paragraph (b) or (c)
24 of subsection 2, an affidavit or declaration signed under penalty of
25 perjury by the person who served the notice, stating the date and
26 manner of service and accompanied by a confirmation of delivery or
27 certificate of mailing issued by the United States Postal Service or
28 confirmation of actual delivery by a private postal service.

29 (b) For a short-term tenancy, if service of the notice was not
30 delivered in person:

31 (1) A certificate of mailing issued by the United States Postal
32 Service or by a private postal service to the landlord or the
33 landlord's agent; or

34 (2) The endorsement of a sheriff or constable stating the:

35 (I) Time and date the request for service was made by the
36 landlord or the landlord's agent;

37 (II) Time, date and manner of the service; and

38 (III) Fees paid for the service.

39 6. Proof of service of notice pursuant to NRS 40.230 to 40.260,
40 inclusive, that must be filed before the court may issue an order filed
41 pursuant to paragraph (d) of subsection 4 must consist of:

42 (a) Except as otherwise provided in paragraphs (b) and (c):

43 (1) If the notice was served pursuant to subsection 2 of NRS
44 40.2542, an affidavit or declaration signed by the tenant or the
45 unlawful or unauthorized occupant, and a witness, as applicable,



1 signed under penalty of perjury by the server, acknowledging that
2 the tenant or occupant received the notice on a specified date.

3 (2) If the notice was served pursuant to paragraph (b) or (c)
4 of subsection 1, an affidavit or declaration signed under penalty of
5 perjury by the person who served the notice, stating the date and
6 manner of service and accompanied by a confirmation of delivery or
7 certificate of mailing issued by the United States Postal Service or
8 confirmation of actual delivery by a private postal service.

9 (b) If the notice was served by a sheriff, a constable or a person
10 who is licensed as a process server pursuant to chapter 648 of NRS,
11 a written statement, endorsed by the person who served the notice,
12 stating the date and manner of service. The statement must also
13 include the number of the badge or license of the person who served
14 the notice.

15 (c) For a short-term tenancy, if service of the notice was not
16 delivered in person:

17 (1) A certificate of mailing issued by the United States Postal
18 Service or by a private postal service to the landlord or the
19 landlord's agent; or

20 (2) The endorsement of a sheriff or constable stating the:

21 (I) Time and date the request for service was made by the
22 landlord or the landlord's agent;

23 (II) Time, date and manner of the service; and

24 (III) Fees paid for the service.

25 7. For the purpose of this section, an agent of an attorney
26 licensed in this State shall only serve notice pursuant to subsection 1
27 if:

28 (a) The landlord has retained the attorney in an action pursuant
29 to NRS 40.230 to 40.420, inclusive; ~~and~~

30 (b) The agent is acting at the direction and under the direct
31 supervision of the attorney ~~and~~; *and*

32 *(c) The agent is not employed as the property manager of any
33 premises in this State.*

34 **Sec. 26.** NRS 73.012 is hereby amended to read as follows:

35 73.012 1. A corporation, partnership, business trust, estate,
36 trust, association or any other nongovernmental legal or commercial
37 entity may be represented by its director, officer or employee in an
38 action mentioned or covered by this chapter.

39 2. *A landlord may be represented by his or her agent in an
40 action mentioned or covered by this chapter.*

41 **Sec. 26.5.** 1. The amendatory provisions of this act do not
42 apply to the tenant of a dwelling that is a manufactured home or on
43 the premises of a manufactured home lot or a manufactured home
44 park.

45 2. As used in this section:



1 (a) "Dwelling" has the meaning ascribed to it in 118A.080.

2 (b) "Manufactured home" has the meaning ascribed to it in
3 NRS 118B.015.

4 (c) "Manufactured home lot" has the meaning ascribed to it in
5 NRS 118B.016.

6 (d) "Manufactured home park" has the meaning ascribed to it in
7 NRS 118B.017.

8 (e) "Tenant" has the meaning ascribed to it in NRS 118A.170.

9 **Sec. 27.** Any rental agreement between a landlord and tenant
10 entered into before the effective date of this act is binding upon
11 the parties to the agreement and may be enforced on or after the
12 effective date of this act, regardless of whether any provision of the
13 rental agreement conflicts with the amendatory provisions of this
14 act.

15 **Sec. 28.** NRS 118A.240 is hereby repealed.

16 **Sec. 29.** This act becomes effective upon passage and
17 approval.

TEXT OF REPEALED SECTION

118A.240 "Security deposit" defined.

1. Any payment, deposit, fee or charge that is to be used for any of the following purposes is a "security deposit" and is governed by the provisions of this section and NRS 118A.242 and 118A.244:

(a) Remedying any default of the tenant in the payments of rent.

(b) Repairing damages to the premises other than normal wear caused by the tenant.

(c) Cleaning the dwelling unit.

2. "Security deposit" does not include:

(a) Any payment, deposit or fee to secure an option to purchase the premises; or

(b) Any payment to a corporation qualified under the laws of this State as a surety, guarantor or obligator for a premium paid to secure a surety bond or a similar bond, guarantee or insurance coverage for purposes of securing a tenant's obligations to a landlord as described in NRS 118A.242.

