

Amendment No. 290

Assembly Amendment to Assembly Bill No. 298	(BDR 10-249)
Proposed by: Assembly Committee on Commerce and Labor	
Amends: Summary: No Title: Yes Preamble: No Joint Sponsorship: No Digest: Yes	

ASSEMBLY ACTION	Initial and Date	SENATE ACTION	Initial and Date
Adopted <input type="checkbox"/>	Lost <input type="checkbox"/>	Adopted <input type="checkbox"/>	Lost <input type="checkbox"/>
Concurred In <input type="checkbox"/>	Not <input type="checkbox"/>	Concurred In <input type="checkbox"/>	Not <input type="checkbox"/>
Receded <input type="checkbox"/>	Not <input type="checkbox"/>	Receded <input type="checkbox"/>	Not <input type="checkbox"/>

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of green bold underlining is language proposed to be added in this amendment; (3) ~~red strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) orange double underlining is deleted language in the original bill proposed to be retained in this amendment.

SLD/HAC



Date: 4/19/2023

A.B. No. 298—Revises provisions governing housing. (BDR 10-249)



ASSEMBLY BILL NO. 298—ASSEMBLYWOMAN JAUREGUI

MARCH 14, 2023

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions governing housing. (BDR 10-249)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
Effect on the State: Yes.

~

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

AN ACT relating to real property; requiring, under certain circumstances, a landlord who collects from a prospective tenant any fee to apply to rent a dwelling unit to return such fees; prohibiting a landlord from collecting certain application fees for a minor in the household of a prospective tenant; requiring any written agreement for the use and occupancy of a dwelling unit or premises to contain separate appendices relating to fees and tenant rights; making it unlawful for a landlord or certain other persons to charge a tenant certain fees; ~~temporarily exempting certain transfers, assignments or conveyances of real property from the real property transfer tax;~~ temporarily prohibiting a landlord from entering into a rental agreement with certain existing tenants that increases the rent due from the tenant by more than a certain amount; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law sets forth certain requirements relating to a written rental agreement for the use and occupancy of a dwelling unit or premises, including, without limitation, that the agreement contain provisions relating to fees which are required and the purposes for which they are required. (NRS 118A.200) **Section 2** of this bill: (1) provides that such a rental agreement also include a separate appendix that contains a clear and concise explanation of each fee that may be charged during the term of the rental agreement and the purpose for which the fee may be charged; ~~and~~ (2) requires such appendix to state with specificity for each fee that is variable, that the tenant pays the actual cost incurred by the tenant, and, for each fee that is fixed or provided by a third-party vendor, the tenant pays the current amount of the fee; and (3) makes it unlawful for a landlord or other person authorized to enter into a rental agreement on his or her behalf to charge a tenant a fee in an amount or for any purpose that is not set forth in such an appendix. **Section 2** further requires such a rental agreement to include a separate appendix that contains a clear and concise explanation of the rights of the tenant pursuant to federal and state law and local ordinances.

Section 1 of this bill requires a landlord who collects from a prospective tenant any fee to apply to rent a dwelling unit to refund the fee if the landlord: (1) rents the dwelling unit to a different prospective tenant; and (2) does not conduct the activity for which the fee was collected.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

~~19 [Section 3 of this bill exempts from the real property transfer tax between July 1, 2023,~~
~~20 ~~and December 31, 2024, a transfer, assignment or other conveyance of real property to a bona~~~~
~~21 ~~vide resident who attests, under penalty of perjury, that he or she will use the real property as~~~~
~~22 ~~his or her primary residence.] Section 1 further prohibits a landlord from collecting an~~
~~23 ~~application fee, a fee to obtain a credit report or a fee to obtain a background check for a~~~~
~~24 ~~minor who is a member of the household of the prospective tenant.~~~~~~

Section 4 of this bill provides that during the period beginning July 1, 2023, and ending on December 31, 2024, a landlord shall not renew the rental agreement or enter into a new rental agreement for a dwelling unit with the existing tenant that increases the rent payable by the existing tenant for the dwelling unit in an amount that is more than 10 percent of the rent payable by the existing tenant pursuant to the rental agreement that is in effect on June 30, 2023. **Section 4** further defines “tenant” to mean a person who is entitled under a rental agreement that exists on June 30, 2023, between the person and the landlord to occupy a dwelling unit to the exclusion of others and: (1) is 62 years of age or older; or (2) relies on payments received pursuant to the federal Social Security Act.

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

Section 1. Chapter 118A of NRS is hereby amended by adding thereto a new section to read as follows:

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

- ~~1-1~~ (a) Rents the dwelling unit to a different prospective tenant; and
- ~~1-2~~ (b) Does not conduct the activity for which the fee was collected, including, without limitation, processing the application or obtaining a credit report or background check of the prospective tenant.

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

3. As used in this section:

- (a) “Household” means an association of persons who live in the same home or dwelling and who are related by blood, adoption, marriage or domestic partnership.
- (b) “Minor” means a person who is under 18 years of age.

Sec. 2. NRS 118A.200 is hereby amended to read as follows:

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

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

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

- (a) Duration of the agreement.
- (b) Amount of rent and the manner and time of its payment.
- (c) Occupancy by children or pets.
- (d) Services included with the dwelling rental.
- (e) Fees which are required and the purposes for which they are required.

- 1 (f) Deposits which are required and the conditions for their refund.
2 (g) Charges which may be required for late or partial payment of rent or for
3 return of any dishonored check.
4 (h) Inspection rights of the landlord.
5 (i) A listing of persons or numbers of persons who are to occupy the dwelling.
6 (j) Respective responsibilities of the landlord and the tenant as to the payment
7 of utility charges.
8 (k) A signed record of the inventory and condition of the premises under the
9 exclusive custody and control of the tenant.
10 (l) A summary of the provisions of NRS 202.470.
11 (m) Information regarding the procedure pursuant to which a tenant may report
12 to the appropriate authorities:
13 (1) A nuisance.
14 (2) A violation of a building, safety or health code or regulation.
15 (n) Information regarding the right of the tenant to engage in the display of the
16 flag of the United States, as set forth in NRS 118A.325.
17 *(o) A separate appendix that contains a clear and concise explanation of*
18 *each fee that may be charged during the term of the rental agreement and the*
19 *purpose for which the fee may be charged. The appendix must state with*
20 *specificity:*
21 *(1) For each fee that is variable, that the cost to be paid by the tenant is*
22 *the actual cost incurred and that no additional fee will be added unless the fee is*
23 *for a charge incurred by the tenant, including, without limitation, a late fee; and*
24 *(2) For each fee that is fixed or provided by a third-party vendor, the*
25 *current amount of the fee.*
26 *(p) A separate appendix that contains a clear and concise explanation of the*
27 *rights of the tenant pursuant to federal and state laws and local ordinances.*
28 4. In addition to the provisions required by subsection 3, any written rental
29 agreement for a single-family residence which is not signed by an authorized agent
30 of the landlord who at the time of signing holds a permit to engage in property
31 management pursuant to chapter 645 of NRS must contain a disclosure at the top of
32 the first page of the agreement, in a font size at least two times larger than any other
33 font size in the agreement, which states that:
34 (a) There are rebuttable presumptions in NRS 205.0813 and 205.0817 that the
35 tenant does not have lawful occupancy of the dwelling unless the agreement:
36 (1) Is notarized or is signed by an authorized agent of the landlord who at
37 the time of signing holds a permit to engage in property management pursuant to
38 chapter 645 of NRS; and
39 (2) Includes the current address and telephone number of the landlord or
40 his or her authorized representative; and
41 (b) The agreement is valid and enforceable against the landlord and the tenant
42 regardless of whether the agreement:
43 (1) Is notarized or is signed by an authorized agent of the landlord who at
44 the time of signing holds a permit to engage in property management pursuant to
45 chapter 645 of NRS; or
46 (2) Includes the current address and telephone number of the landlord or
47 his or her authorized representative.
48 5. The absence of a written agreement raises a disputable presumption that:
49 (a) There are no restrictions on occupancy by children or pets.
50 (b) Maintenance and waste removal services are provided without charge to the
51 tenant.
52 (c) No charges for partial or late payments of rent or for dishonored checks are
53 paid by the tenant.

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

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

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

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

14 **Sec. 3.** ~~NRS 375.090 is hereby amended to read as follows:~~

15 ~~375.090 The taxes imposed by NRS 375.020, 375.023 and 375.026 do not~~
16 ~~apply to:~~

17 ~~1. A mere change in identity, form or place of organization, such as a transfer~~
18 ~~between a business entity and its parent, its subsidiary or an affiliated business~~
19 ~~entity if the affiliated business entity has identical common ownership.~~

20 ~~2. A transfer of title to the United States, any territory or state or any agency,~~
21 ~~department, instrumentality or political subdivision thereof.~~

22 ~~3. A transfer of title recognizing the true status of ownership of the real~~
23 ~~property, including, without limitation, a transfer by an instrument in writing~~
24 ~~pursuant to the terms of a land sale installment contract previously recorded and~~
25 ~~upon which the taxes imposed by this chapter have been paid.~~

26 ~~4. A transfer of title without consideration from one joint tenant or tenant in~~
27 ~~common to one or more remaining joint tenants or tenants in common.~~

28 ~~5. A transfer, assignment or other conveyance of real property if the owner of~~
29 ~~the property is related to the person to whom it is conveyed within the first degree~~
30 ~~of lineal consanguinity or affinity.~~

31 ~~6. A transfer of title between former spouses in compliance with a decree of~~
32 ~~divorce.~~

33 ~~7. A transfer of title to or from a trust without consideration if a certificate of~~
34 ~~trust is presented at the time of transfer.~~

35 ~~8. Transfers, assignments or conveyances of unpatented mines or mining~~
36 ~~claims.~~

37 ~~9. A transfer, assignment or other conveyance of real property to a~~
38 ~~corporation or other business organization if the person conveying the property~~
39 ~~owns 100 percent of the corporation or organization to which the conveyance is~~
40 ~~made.~~

41 ~~10. A conveyance of real property by deed which becomes effective upon the~~
42 ~~death of the grantor pursuant to NRS 111.655 to 111.699, inclusive, and a Death of~~
43 ~~Grantor Affidavit recorded in the office of the county recorder pursuant to NRS~~
44 ~~111.699.~~

45 ~~11. The making, delivery or filing of conveyances of real property to make~~
46 ~~effective any plan of reorganization or adjustment.~~

47 ~~(a) Confirmed under the Bankruptcy Act, as amended, 11 U.S.C. §§ 101 et~~
48 ~~seq.;~~

49 ~~(b) Approved in an equity receivership proceeding involving a railroad, as~~
50 ~~defined in the Bankruptcy Act; or~~

51 ~~(c) Approved in an equity receivership proceeding involving a corporation, as~~
52 ~~defined in the Bankruptcy Act.~~

~~if the making, delivery or filing of instruments of transfer or conveyance occurs within 5 years after the date of the confirmation, approval or change.~~

~~12. A transfer to an educational foundation. As used in this subsection, "educational foundation" has the meaning ascribed to it in subsection 3 of NRS 388.750.~~

~~13. A transfer to a university foundation. As used in this subsection, "university foundation" has the meaning ascribed to it in subsection 3 of NRS 396.405.~~

~~14. A transfer to a library foundation. As used in this subsection, "library foundation" has the meaning ascribed to it in NRS 379.0056.~~

~~15. A transfer, assignment or other conveyance of real property to a bona fide resident who attests, under penalty of perjury, that he or she will use the real property as his or her primary residence. As used in this subsection, "bona fide resident" has the meaning ascribed to it in NRS 361.015. } (Deleted by amendment.)~~

Sec. 4. 1. During the period beginning July 1, 2023, and ending December 31, 2024, a landlord shall not renew the rental agreement or enter into a new rental agreement for a dwelling unit with the existing tenant of the dwelling unit that increases the rent payable by the existing tenant for the dwelling unit in an amount that is more than 10 percent of the rent payable by the existing tenant pursuant to the rental agreement that is in effect on June 30, 2023.

2. As used in this section:

(a) "Landlord" has the meaning ascribed to it in NRS 118A.100.

(b) "Tenant" means a person who is entitled under a rental agreement that exists on June 30, 2023, between the person and a landlord to occupy a dwelling unit to the exclusion of others and:

(1) Is 62 years of age or older; or

(2) Relies on payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.

Sec. 5. 1. This section becomes effective upon passage and approval.

2. Section 4 of this act becomes effective on July 1, 2023.

3. Section 3 of this act becomes effective on July 1, 2023, and expires by limitation on December 31, 2024.

4. Sections 1 and 2 of this act become effective on October 1, 2023.