

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.

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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 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; 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:

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



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

18 **Section 3** of this bill exempts from the real property transfer tax between
19 July 1, 2023, and December 31, 2024, a transfer, assignment or other conveyance
20 of real property to a bona fide resident who attests, under penalty of perjury, that he
21 or she will use the real property as his or her primary residence.

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

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 a new section to read as follows:

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

8 *1. Rents the dwelling unit to a different prospective tenant;*
9 *and*

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

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

15 118A.200 1. Any written agreement for the use and
16 occupancy of a dwelling unit or premises must be signed by the
17 landlord or his or her agent and the tenant or his or her agent.

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

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



- 1 (a) Duration of the agreement.
- 2 (b) Amount of rent and the manner and time of its payment.
- 3 (c) Occupancy by children or pets.
- 4 (d) Services included with the dwelling rental.
- 5 (e) Fees which are required and the purposes for which they are
- 6 required.
- 7 (f) Deposits which are required and the conditions for their
- 8 refund.
- 9 (g) Charges which may be required for late or partial payment of
- 10 rent or for return of any dishonored check.
- 11 (h) Inspection rights of the landlord.
- 12 (i) A listing of persons or numbers of persons who are to occupy
- 13 the dwelling.
- 14 (j) Respective responsibilities of the landlord and the tenant as
- 15 to the payment of utility charges.
- 16 (k) A signed record of the inventory and condition of the
- 17 premises under the exclusive custody and control of the tenant.
- 18 (l) A summary of the provisions of NRS 202.470.
- 19 (m) Information regarding the procedure pursuant to which a
- 20 tenant may report to the appropriate authorities:
- 21 (1) A nuisance.
- 22 (2) A violation of a building, safety or health code or
- 23 regulation.
- 24 (n) Information regarding the right of the tenant to engage in the
- 25 display of the flag of the United States, as set forth in
- 26 NRS 118A.325.
- 27 *(o) A separate appendix that contains a clear and concise*
- 28 *explanation of each fee that may be charged during the term of*
- 29 *the rental agreement and the purpose for which the fee may be*
- 30 *charged.*
- 31 *(p) A separate appendix that contains a clear and concise*
- 32 *explanation of the rights of the tenant pursuant to federal and*
- 33 *state laws and local ordinances.*
- 34 4. In addition to the provisions required by subsection 3, any
- 35 written rental agreement for a single-family residence which is not
- 36 signed by an authorized agent of the landlord who at the time of
- 37 signing holds a permit to engage in property management pursuant
- 38 to chapter 645 of NRS must contain a disclosure at the top of the
- 39 first page of the agreement, in a font size at least two times larger
- 40 than any other font size in the agreement, which states that:
- 41 (a) There are rebuttable presumptions in NRS 205.0813 and
- 42 205.0817 that the tenant does not have lawful occupancy of the
- 43 dwelling unless the agreement:



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

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

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

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

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

13 5. The absence of a written agreement raises a disputable
14 presumption that:

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

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

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

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

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

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

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

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

36 375.090 The taxes imposed by NRS 375.020, 375.023 and
37 375.026 do not apply to:

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

42 2. A transfer of title to the United States, any territory or state
43 or any agency, department, instrumentality or political subdivision
44 thereof.



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

6 4. A transfer of title without consideration from one joint
7 tenant or tenant in common to one or more remaining joint tenants
8 or tenants in common.

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

12 6. A transfer of title between former spouses in compliance
13 with a decree of divorce.

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

16 8. Transfers, assignments or conveyances of unpatented mines
17 or mining claims.

18 9. A transfer, assignment or other conveyance of real property
19 to a corporation or other business organization if the person
20 conveying the property owns 100 percent of the corporation or
21 organization to which the conveyance is made.

22 10. A conveyance of real property by deed which becomes
23 effective upon the death of the grantor pursuant to NRS 111.655 to
24 111.699, inclusive, and a Death of Grantor Affidavit recorded in the
25 office of the county recorder pursuant to NRS 111.699.

26 11. The making, delivery or filing of conveyances of real
27 property to make effective any plan of reorganization or adjustment:

28 (a) Confirmed under the Bankruptcy Act, as amended, 11 U.S.C.
29 §§ 101 et seq.;

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

32 (c) Approved in an equity receivership proceeding involving a
33 corporation, as defined in the Bankruptcy Act,

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

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

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

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



1 **15. A transfer, assignment or other conveyance of real**
2 **property to a bona fide resident who attests, under penalty of**
3 **perjury, that he or she will use the real property as his or her**
4 **primary residence. As used in this subsection, "bona fide resident"**
5 **has the meaning ascribed to it in NRS 361.015.**

6 **Sec. 4.** 1. During the period beginning July 1, 2023, and
7 ending December 31, 2024, a landlord shall not renew the rental
8 agreement or enter into a new rental agreement for a dwelling unit
9 with the existing tenant of the dwelling unit that increases the rent
10 payable by the existing tenant for the dwelling unit in an amount
11 that is more than 10 percent of the rent payable by the existing
12 tenant pursuant to the rental agreement that is in effect on June 30,
13 2023.

14 2. As used in this section:

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

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

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

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

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

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

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

29 4. Sections 1 and 2 of this act become effective on October 1,
30 2023.



