

CHAPTER.....

AN ACT relating to property; revising provisions relating to late fees; revising certain definitions used in the Residential Landlord and Tenant Act; revising provisions relating to notices of increases in rent; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law authorizes a landlord to charge a reasonable late fee for the late payment of rent as set forth in the rental agreement, but such a late fee must not exceed 5 percent of the amount of the periodic rent and the maximum amount of the late fee must not be increased based upon a late fee that was previously imposed. (NRS 118A.210) **Section 2** of this bill provides that in a tenancy that is longer than week to week, no late fee may be charged or imposed until at least 3 calendar days after the date that rent is due.

Existing law defines the term “security” for the purposes of the Residential Landlord and Tenant Act. (NRS 118A.240) **Section 3** of this bill changes the term “security” to “security deposit.” **Sections 1, 4-6 and 8-14** of this bill make conforming changes to reflect the changed definition.

Existing law prohibits a landlord from increasing the rent payable by a tenant unless the landlord serves the tenant with written notice of the increase: (1) for a periodic tenancy of 1 month or more, 45 days in advance of the first rental payment to be increased; or (2) for a periodic tenancy of less than 1 month, 15 days in advance of the first rental payment to be increased. (NRS 118A.300) **Section 7** of this bill increases the period for providing such notices of increases in rent to: (1) for a periodic tenancy of 1 month or more, 60 days in advance of the first rental payment to be increased; or (2) for a periodic tenancy of less than 1 month, 30 days in advance of the first rental payment to be increased.

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

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

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

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

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

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

(b) Make reasonable accommodations in rules, policies, practices or services if those accommodations are necessary to



ensure that the person with the disability may use and enjoy the dwelling.

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

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

4. If a person requests authorization to modify a dwelling pursuant to subsection 1, the landlord may require that person to deposit ~~[a reasonable amount of]~~ *an additional security deposit* in addition to the amount the landlord usually requires if the additional ~~[amount:]~~ *security deposit*:

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

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

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

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

Sec. 2. NRS 118A.210 is hereby amended to read as follows:

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

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

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

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

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

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

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

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



~~[(b)]~~ (c) The maximum amount of the late fee must not be increased based upon a late fee that was previously imposed.

Sec. 3. NRS 118A.240 is hereby amended to read as follows:

118A.240 1. Any payment, deposit, fee or charge that is to be used for any of the following purposes is ~~["security"]~~ 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"]~~ "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.

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

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

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

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

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

(c) Clean the dwelling unit.

3. The landlord:

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

(b) May not require a tenant to purchase a ~~["security"]~~ surety bond in lieu of paying all or part of the security ~~["deposit"]~~ deposit.

4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit or surety bond, or a combination thereof, only such amounts as are reasonably necessary to remedy any default of the tenant in the payment of rent, to repair damages to the premises caused by the tenant other than normal wear and to pay the reasonable costs of cleaning the



premises. The landlord shall provide the tenant with an itemized , written accounting of the disposition of the security *deposit* or surety bond, or a combination thereof, and return any remaining portion of the security *deposit* to the tenant no later than 30 days after the termination of the tenancy by handing it to the tenant personally at the place where the rent is paid, or by mailing it to the tenant at the tenant's present address or, if that address is unknown, at the tenant's last known address.

5. If a tenant disputes an item contained in an itemized , written accounting received from a landlord pursuant to subsection 4, the tenant may send a written response disputing the item to the surety. If the tenant sends the written response within 30 days after 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. If the landlord fails or refuses to 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. In determining the sum, if any, to be awarded under paragraph (b) of subsection 6, 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 rental agreement may 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. 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. 5. NRS 118A.244 is hereby amended to read as follows:

118A.244 1. Upon termination of the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or his or her agent shall, within a reasonable time, do one of the following, which relieves the



landlord of further liability with respect to the security *deposit* or surety bond, or a combination thereof:

(a) Notify the tenant in writing of the name, address and telephone number of the landlord's successor in interest, and that the landlord has transferred to his or her successor in interest the portion of the security *deposit* or surety bond, or combination thereof, remaining after making any deductions allowed under NRS 118A.242.

(b) Return to the tenant the portion of the security *deposit* remaining after making any deductions allowed under NRS 118A.242.

↳ The successor has the rights, obligations and liabilities of the former landlord as to any ~~[securities which are]~~ *portion of the security deposit* owed under this section or NRS 118A.242 at the time of transfer.

2. The landlord shall, before he or she records a deed transferring any dwelling unit:

(a) Transfer to his or her successor, in writing, the portion of any tenant's security deposit or other money held by the landlord which remains after making any deductions allowed under NRS 118A.242; or

(b) Notify his or her successor in writing that the landlord has returned all such *security* deposits or portions thereof to the tenant.

3. Upon the termination of a landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of receiver or otherwise, the successor in interest:

(a) Shall accept the tenant's security *deposit* or surety bond, or a combination thereof; and

(b) Shall not require any additional security *deposit* or surety bond, or a combination thereof, from the tenant during the term of the rental agreement.

Sec. 6. NRS 118A.250 is hereby amended to read as follows:

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

Sec. 7. NRS 118A.300 is hereby amended to read as follows:

118A.300 The landlord may not increase the rent payable by a tenant unless ~~the~~ *the landlord* serves the tenant with a written notice, ~~[45]~~ *60* days or, in the case of any periodic tenancy of less



than 1 month, ~~15~~ 30 days in advance of the first rental payment to be increased, advising the tenant of the increase.

Sec. 8. NRS 118A.350 is hereby amended to read as follows:

118A.350 1. Except as otherwise provided in this chapter, if the landlord fails to comply with the rental agreement, the tenant shall deliver a written notice to the landlord specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate as provided in this section. If the breach is remediable and the landlord adequately remedies the breach or uses his or her best efforts to remedy the breach within 14 days after receipt of the notice, the rental agreement does not terminate by reason of the breach. If the landlord fails to remedy the breach or make a reasonable effort to do so within the prescribed time, the tenant may:

(a) Terminate the rental agreement immediately.

(b) Recover actual damages.

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

2. The tenant may not terminate the rental agreement for a condition caused by the tenant's own deliberate or negligent act or omission or that of a member of his or her household or other person on the premises with his or her consent.

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

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

(a) Admits to the court that the landlord had knowledge of the condition constituting the breach; or

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

Sec. 9. NRS 118A.355 is hereby amended to read as follows:

118A.355 1. Except as otherwise provided in this chapter, if a landlord fails to maintain a dwelling unit in a habitable condition as required by this chapter, the tenant shall deliver a written notice to the landlord specifying each failure by the landlord to maintain the dwelling unit in a habitable condition and requesting that the landlord remedy the failures. If a failure is remediable and the landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the



notice, the tenant may not proceed under this section. If the landlord fails to remedy a material failure to maintain the dwelling unit in a habitable condition or to make a reasonable effort to do so within the prescribed time, the tenant may:

(a) Terminate the rental agreement immediately.

(b) Recover actual damages.

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

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

2. The tenant may not proceed under this section:

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

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

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

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

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

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

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

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

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



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

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

Sec. 10. NRS 118A.370 is hereby amended to read as follows:

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

1. Terminate the rental agreement upon at least 5 days' written notice to the landlord and upon termination the landlord shall return all prepaid rent, *any* security *deposit* recoverable under this chapter, and any payment, deposit, fee or charge to secure the execution of the rental agreement; or

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

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

Sec. 11. NRS 118A.390 is hereby amended to read as follows:

118A.390 1. If the landlord unlawfully removes the tenant from the premises or excludes the tenant by blocking or attempting to block the tenant's entry upon the premises, willfully interrupts or causes or permits the interruption of any essential item or service required by the rental agreement or this chapter or otherwise recovers possession of the dwelling unit in violation of NRS 118A.480, the tenant may recover immediate possession pursuant to subsection 4, proceed under NRS 118A.380 or terminate the rental agreement and, in addition to any other remedy, recover the tenant's actual damages, receive an amount not greater than \$2,500 to be fixed by the court, or both.

2. In determining the amount, if any, to be awarded under subsection 1, 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.

3. If the rental agreement is terminated pursuant to subsection 1, the landlord shall return all prepaid rent and *any* security *deposit* recoverable under this chapter.

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

5. A verified complaint for expedited relief:

(a) Must be filed with the court within 5 judicial days after the date of the unlawful act by the landlord, and the verified complaint must be dismissed if it is not timely filed. If the verified complaint for expedited relief is dismissed pursuant to this paragraph, the tenant retains the right to pursue all other available remedies against the landlord.

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

6. The court shall conduct a hearing on the verified complaint for expedited relief not later than 3 judicial days after the filing of the verified complaint for expedited relief. Before or at the scheduled hearing, the tenant must provide proof that the landlord has been properly served with a copy of the verified complaint for expedited relief. Upon the hearing, if it is determined that the landlord has violated any of the provisions of subsection 1, the court may:

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

(b) Award damages pursuant to subsection 1; and

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

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



Sec. 12. NRS 118A.400 is hereby amended to read as follows:
118A.400 1. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the landlord may terminate the rental agreement and the tenant may, in addition to any other remedy:

(a) Immediately vacate the premises and notify the landlord within 7 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.

(b) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit or lack of use of the dwelling unit.

2. If the rental agreement is terminated, the landlord shall return all prepaid rent and *any* security *deposit* recoverable under this chapter. Accounting for rent in the event of termination or such continued occupancy shall be made as of the date the premises were vacated.

3. This section does not apply if it is determined that the fire or casualty were caused by deliberate or negligent acts of the tenant, a member of his or her household or other person on the premises with his or her consent.

Sec. 13. NRS 118A.440 is hereby amended to read as follows:

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

Sec. 14. NRS 40.253 is hereby amended to read as follows:

40.253 1. Except as otherwise provided in subsection 12, in addition to the remedy provided in NRS 40.2512 and 40.290 to 40.420, inclusive, when the tenant of any dwelling, apartment, mobile home or recreational vehicle with periodic rent reserved by



the month or any shorter period is in default in payment of the rent, the landlord or the landlord's agent may cause to be served a notice in writing, requiring in the alternative the payment of the rent or the surrender of the premises:

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

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

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

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

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

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

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

- (a) Identify the court that has jurisdiction over the matter; and
- (b) Advise the tenant:

(1) Of the tenant's right to contest the matter by filing, within the time specified in subsection 1 for the payment of the rent or surrender of the premises, an affidavit with the court that has



jurisdiction over the matter stating that the tenant has tendered payment or is not in default in the payment of the rent;

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

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

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

5. Upon noncompliance with the notice:

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

- (1) The date the tenancy commenced.
- (2) The amount of periodic rent reserved.
- (3) The amounts of any cleaning, security or rent deposits paid in advance, in excess of the first month's rent, by the tenant.
- (4) The date the rental payments became delinquent.
- (5) The length of time the tenant has remained in possession without paying rent.
- (6) The amount of rent claimed due and delinquent.



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

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

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

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

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

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

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



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

↳ whichever is later.

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

At the hearing, the court may:

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

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

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

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

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

10. In determining the amount of damages, if any, to be awarded under paragraph (b) of subsection 9, 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.

11. A landlord shall not refuse to accept rent from a tenant that is submitted after the landlord or the landlord's agent has served or had served a notice pursuant to subsection 1 if the refusal is based on the fact that the tenant has not paid collection fees, attorney's fees or other costs other than rent, a reasonable charge for late



payments of rent or dishonored checks, or a security ~~[]~~ *deposit*. As used in this subsection, ~~["security"]~~ *“security deposit”* has the meaning ascribed to it in NRS 118A.240.

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

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

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

13. As used in this section, “close of business” means the close of business of the court that has jurisdiction over the matter.

Sec. 15. This act becomes effective on July 1, 2021.



