

Answers to Commonly Asked Questions Private Landlord Tenant Law In Washoe County



Laws are subject to change. Information contained herein is based on laws in effect at date of publication, October 2007.

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I. Introduction

This information is furnished as a public service by Washoe Legal Services (WLS). This is not a substitute for specific legal advice. WLS is a private, nonprofit corporation providing free legal assistance to low income residents of Washoe County in certain civil law matters. WLS is a United Way agency.

Each section addresses some common landlord/tenant questions arising in Washoe County, Nevada. It is not meant to be a comprehensive discussion of all landlord tenant law. It starts with security deposits, which are frequently required when the tenant moves in. A landlord's obligations regarding repairs, essential services and rent increases come next, then unlawful entry by the landlord and other tenant's rights. How a tenancy can be ended through service of notice and termination of rental agreements follows. Unlawful acts by landlords such as lockouts and retaliation are then covered. The section concludes with a tenant's rights regarding personal property left behind after the tenant leaves the property.

Most landlord tenant matters are resolved in Justice Courts for the township where the rental property is located. In Washoe County the justice courts are:

Incline Village Justice Court	(775) 832-4100
Reno Justice Court	(775) 325-6501
Sparks Justice Court	(775) 352-3003
Wadsworth Justice Court	(775) 575-4585

Disclaimer

Unless otherwise stated, the laws outlined herein are applicable only to tenants in private housing. The site does not apply to tenants who reside in public housing or other types of government-subsidized housing. For information regarding your rights as a tenant in publicly subsidized housing in Washoe County, contact Nevada Legal Services at (775) 284-3491. If you are unsure as to the applicability of the law, you should contact a legal services agency or an attorney of your choice.

II. Security Deposits

What is a security deposit?

A security deposit is a sum of money paid by a tenant to the landlord as a sort of insurance policy to be used for:

1. Past rent when a tenant fails to pay;
2. The cost of repairing damages above normal wear;
3. The cost of cleaning the premises;
4. A combination of any of the above.

NRS 118A.240.

Do not confuse a security deposit with a cleaning deposit which can be a non-refundable charge for cleaning designated in the rental agreement.

NRS 118A.242.

How much can a landlord charge as a security deposit?

For private housing, the total amount of required security deposit cannot exceed three months' rent, including prepayment of the last month's rent.

NRS 118A.242(1).

When can a landlord keep all or part of the security deposit?

A landlord may only keep as much of the security deposit as is necessary to remedy any default in rent, repair any damages above normal wear and reasonably clean the premises.

NRS 118A.242(2).

The cost to repair damages caused by either an intentional act or neglect of the tenant (or his family, guests, etc.), such as a window broken by a tenant's child, can be deducted from the security deposit.

If the tenant fails to make a repair he is responsible for, after giving 14 days notice, the landlord can cause the repairs to be made. Payment to the landlord for such repair work is then due from the tenant and shall be paid in addition to the rent when the rent is next due. If the tenant has moved, the cost for repairs may be deducted from the security deposit.
NRS 118A.440.

What can you do if you disagree about the amount of your security deposit kept or refunded?

If the landlord sends you a list of deductions and you disagree with those deductions and the amount of the deposit refunded, you may sue the landlord in Small Claims Court to recover the amount which you believe that the landlord has unreasonably kept. Contact your local justice court or WLS (329-2727) for information regarding how to file a lawsuit in Small Claims Court.

If the ownership of my rental property changes hands, is the new owner responsible for the security deposit which I paid to the previous owner?

Yes, once you pay a deposit, all future owners are responsible.
NRS 118A.244.

Can a landlord keep all or part of the security deposit for past due rent?

Yes, a landlord can keep all or part of a security deposit to recover past due rent. The landlord does not have to apply your security deposit to your last month's rent while you still reside on the premises.

Can part of a security deposit ever be automatically considered non-refundable?

A rental or lease agreement can provide that a cleaning charge in a reasonable amount is nonrefundable, but no other part of the security deposit can be considered non-refundable.
NRS 118A.242(5).

When must a landlord return all or part of the security deposit?

Within 30 days after termination of tenancy, the landlord must give the tenant an itemized accounting of the security deposit kept for repairs beyond normal wear, cleaning or back rent, and he must return any remaining portion of the deposit.

The landlord must hand the itemized accounting and refund balance personally to the tenant at the place the rent is paid or mail it to the tenant's present address, or, if unknown, his last address.

NRS 118A.242(2).

If the landlord fails to return the balance of the security deposit and itemized accounting within 30 days of termination of tenancy, the tenant can sue for the return of the deposit. In addition to awarding damages equal to the entire deposit, the court can award extra damages for a total award of up to double the amount of the deposit.
NRS 118A.242(3).

If the amount owing is under \$5,000, the tenant can sue in small claims court without a lawyer. If the amount is under \$10,000, the tenant can sue in justice court, also without the assistance of a lawyer, however, a lawyer's assistance is suggested. Contact your local Justice Court for information regarding how to file a lawsuit in Small Claims Court.

Does a landlord have to pay interest on my security deposit?

No, in private housing, a landlord does not have to pay interest unless your lease requires it.

III. Repairs and Deductions

Who should I contact if I need repairs done?

At the time of the rental agreement, tenants are to be given in writing the following information: the name and address of persons authorized to manage the property, a person within this state to receive notices and demands, and the principal or corporate owners. Tenants are also to be given a telephone number of a responsible person to be called in case of emergency. The persons listed should be the first person called for repairs and then sent a **written notice**.

NRS 118A.260

What repairs are the landlord's responsibility?

Under Nevada law the landlord in private housing must maintain your house, apartment or mobile home in a habitable condition. A dwelling is not habitable if it violates provisions for housing or health codes concerning the health, safety, and sanitation of the dwelling or if it substantially lacks the basic systems needed for habitation.

NRS 118A.290.

What repairs are the tenant's responsibility?

A tenant is responsible for the cost of repair for damages caused by the tenant, his family or guests that are above normal wear. NRS 118A.290(2)

A landlord and tenant may agree that the tenant is to perform certain specified repairs, maintenance and minor remodeling only if the agreement is entered into in "good faith" and it does not diminish the landlord's obligations to other tenants in the premises. NRS 118A.290(3) clarifies that such agreements are not considered to be in "good faith" if the landlord has a duty to perform these repairs and has refused to do so.

What are considered emergency repairs?

Any repairs to your heat, running water, electricity, gas, hot water, or other essential services are considered emergency repairs. See Section IV of this pamphlet entitled "Essential Services."
NRS 118A.380

What are considered non-emergency repairs?

Non-emergency repairs are minor repairs to wall, floors, doors, windows, ceilings, roof, rodent and insect control, weatherproofing, and other non-emergency services that do not affect health and safety.

What should you do if you need non-emergency repairs to be performed?

If your landlord fails to perform needed non-emergency repairs Nevada law offers you two (2) alternative courses of action. One option is to proceed under NRS 118A.360 to give the landlord a **written notice** that unless he/she makes the needed repairs within 14 days, you will cause the repairs to be made yourself (pay someone else to do it or do the work yourself in a workmanlike manner) and deduct the cost from your next month's rent i.e., "repair and deduct". You may do this only if the repair costs are less than one month's rent; and only once within a 12-month period.

Another option is to proceed under NRS 118A.355 to give the landlord a **written notice** to perform the repairs within 14 days. If your landlord does not fix the problem or make a "good faith" effort to do so, you may (a.) terminate the rental agreement, (b.) sue to recover actual damages, (c.) seek other relief in a court or (d) withhold rent during the landlord's noncompliance. Rent withheld must be deposited in an escrow account with Justice Court.

Written notice to the landlord under both options may be given either by the tenant (see sample letters) or by a government agency authorized to inspect for violations of building, housing or health codes. You should date, sign, and keep a copy of the repair notice. It is recommended that you either hand-deliver the notice in the presence of a witness or mail the notice by regular mail from a post office and obtain proof that you mailed the notice. The proof is called a certificate of mailing.

It is also recommended, in addition to sending **written notice** yourself, that you ask your local health or building inspector to come to your premises to inspect the problem. The inspector may order your landlord to make the needed repairs or face a possible fine.

What can you do if the landlord fails to make the repairs within 14 days?

If the repairs are not made:

1. You may cause the repairs to be done yourself or by another qualified person in a workmanlike manner, then deduct the cost from the next month's rent, if you gave the "repair and deduct" notice under NRS 118A.360. Again, you may use this option only if the repair costs are less than one month's rent; and only once within a 12-month period.
2. If you sent notice under the NRS 118A.355 option, you may terminate the rental agreement immediately, vacate the premises, and demand the remainder of the month's rent and security

deposit. You may also sue for any actual damages and seek other proper relief from a court or withhold rent during landlord's noncompliance. Rent withheld must be deposited in an escrow account with Justice Court.

When must a tenant hire specific repair or service people?

If the landlord has specified in the rental agreement or otherwise that work done must be performed by a named person or firm qualified to do the work, then the tenant must hire that person.

What can I do if needed repairs are due to fire, flooding, or other casualty?

If the premises are damaged by fire, flooding or other casualty to the point that use/enjoyment is substantially impaired you are governed by NRS 118A.400. Your landlord may terminate the rental agreement. Alternatively you also have the right to immediately vacate and notify the landlord in writing of your intent to terminate the rental agreement. If the rental agreement is not terminated by either party and if continued occupancy is lawful, you may recover damages by a reduction in the rent in proportion to the portion of the dwelling that you are unable to use. The reduction should be based on the value of the unusable portion of your house until repairs are made. It should begin with the 1st day after the expiration of the 14 day notice. For example, if due to water damage you are unable to use one room of your five room house, compute the daily rent by dividing 30 into the monthly rent. Then reduce the daily rent by 1/5 each day until the repairs are completed.

WARNING: It is important to keep your rent current, especially when requesting and making repairs.

SAMPLE NRS 118A.360 (REPAIR AND DEDUCT) LETTER

Date: _____

From: _____

Address: _____

To: _____ Landlord of,

Address: _____

Re: _____ (address of rental unit) _____

Dear Landlord:

You are required by law to maintain my dwelling in a safe, decent and sanitary condition. I am experiencing the following problem(s) with my dwelling unit:

_____ Please be advised that if the problems are not repaired within 14 days of this notice I intend to repair the problem at my own expense and deduct that amount from my rent as authorized by **NRS 118A.360**. I understand that I may deduct only one month's rent in a 12 month period.

_____ This is an emergency! If the repairs are not made by the ____ day of _____, _____ (year), I intend to repair the problem at my own expense and deduct that amount from my rent as authorized by NRS 118A.360. I understand that I may deduct only one month's rent in a 12 month period.

Be advised that according to NRS 118A.510, retaliation is prohibited by Nevada law. Retaliation includes terminating a tenancy, refusing to renew a tenancy, increasing rent, decreasing essential services or bringing or threatening to bring an action for possession against tenants, who have complained in good faith of a violation of their rental agreements or the law.

Sincerely,

(Tenant)

SAMPLE NRS 118A.355 (HABITABILITY) LETTER

Date: _____

From: _____

Address: _____

To: _____ Landlord of,

Address: _____

Re: _____ **(address of rental unit)** _____

Dear Landlord,

You are required by law to maintain my dwelling in a safe and sanitary condition. According to NRS 118A.355.

I am experiencing the following problems with my dwelling:

I am hereby notifying you that my dwelling unit of the above address is not in a habitable condition. I plan to take the below described action(s) authorized by **NRS 118A.355** if these items are not repaired within 14 days:

(A) Terminate the rental agreement and vacate the premises; you will be required to return all prepaid rent and my security deposit, or (B) seek actual damages in a court of law due to your breach of the

warranty of habitability, or (C) seek other relief in a court of law due to your breach of the warranty of habitability, or (D) withhold the rent that becomes due without incurring late fees, charges for notice or any other fees until you have remedied or in good faith attempted to remedy the problem(s) .

If I withhold rent, the rent will be deposited with Justice Court as established by local court rule.

Be advised that according to NRS 118A.510, retaliation is prohibited by Nevada law. Retaliation includes terminating a tenancy, refusing to renew a tenancy, increasing rent, decreasing essential services or bringing or threatening to bring an action for possession against tenants, who have complained in good faith of a violation of their rental agreements or the law.

Sincerely,

(Tenant)

IV. Essential Services

What are essential services?

Examples of essential services are heat, running water, hot water, electricity and gas.

Other services may be considered essential if the landlord is required by the terms of the rental agreement to provide them, e.g., stove, refrigerator, or air conditioning.

What should you do when an essential service needs repair or is not otherwise provided?

If your landlord fails to provide essential services, Nevada law offers you three alternative courses of action. Your first option is to proceed under NRS 118A.355 to give the landlord a 14 day **written notice** to provide essential services or you may terminate the tenancy (see Section III entitled "Repairs and Deductions" for a detailed explanation of this option).

Both remaining alternatives (NRS 118A.360 and NRS 118A.380) require that your landlord treat your lack of essential services as an emergency which must be repaired within 48 hours of **written notice** to the landlord. **Written notice** may be given either by the tenant (see sample letters at the end of this section) or by a government agency authorized to inspect for violations of buildings, housing or health codes. When calculating the term of the 48-hour notice, you must exclude Saturdays, Sundays and legal holidays.

NRS 118A.380.

*What can you do if repairs are not made within 48 hours of **written notice**?*

If repairs to essential services are not made or the landlord has not used his best efforts to remedy the problem you may either:

1. Proceed under NRS 118A.360 to have the repairs done and deduct the costs from the next month's rent. You may only do this if the repair costs are less than one month's rent and only once during a 12 month period; **or**

2. Proceed under NRS 118A.380 to either:
 - a. Obtain the essential services and deduct the cost from the next month's rent (For example, if the plumbing does not work, you may purchase bottled water and deduct the cost of the purchased water from your rent.);
 - b. Sue for actual damages including loss of use or reduction of the fair market value of the premises; or
 - c. Withhold any rent that becomes due without incurring any late fees, charges for notice or any other charges until your landlord has attempted in good faith to restore the essential services (you may use this remedy only if you are current in your rent at the time you give **written notice** to the landlord); or
 - d. Get comparable substitute housing during the period of the landlord's noncompliance or failure to comply. While you are renting this substitute housing you do not owe rent to your landlord and moreover may sue for the amount (if reasonable) that the rent charged for the substitute housing exceeds your normal rent.

Please Note: *If the landlord purposely interrupts your receipt of essential services (such as purposely cutting off your water supply), in addition to actual damages, you may terminate the rental agreement immediately, vacate the premises, and demand the remainder of the month's rent and security deposit. NRS 118A.390.*

Must I pay my rent if the landlord restores my essential service?

Yes, the law allows you to withhold rent after **written notice** only until such time as the landlord either restores the essential service or makes a good-faith effort to do so. At that time if you do not pay any past due rent, the landlord could evict you for nonpayment of rent. The ability to withhold rent for lack of habitability was added to law by the 1999 Legislature. Its purpose was to provide an effective self-help remedy to get the landlord to restore essential services.

NRS 118A.355

Can I obtain extra damages if my landlord interrupts essential services on purpose?

Yes, if the landlord willfully interrupts or causes or permits the interruption of essential services (for example, if the landlord purposely shuts off the electricity or fails to pay the electrical bill causing a shutoff by the utility company), a court can award up to \$1,000 in addition to a tenant's actual damages. In determining how much, if any, additional amount to award, a court shall consider:

- a. whether the landlord acted in good faith;
- b. the past course of conduct between the landlord and the tenant; and
- c. the degree of harm to the tenant caused by the interruption of services.

NRS 118A.390.

SAMPLE NRS 118A.380 LETTER

Date: _____

From: _____

Address: _____

To: _____ Landlord of,

Address: _____

Re: _____

Dear Landlord,

You are required by law to supply my dwelling with essential services. I am without the following service(s):

- Heat
 - Hot water
 - Electricity
 - Running water
 - Gas
 - Other essential services specified in my lease:
 - Air conditioning
 - Stove
 - Refrigerator
 - Other(specify): _____
-

Please be advised that if the problems are not repaired within 48 hours of this notice (this is an emergency!) I will rely upon the remedies available under **NRS 118A.380** which, in addition to any other remedy may include the following:

- A) Procure services during your non-compliance and deduct their cost from rent
- B) Sue for my actual damages
- C) Withhold payment of my rent until such time as you have attempted in good faith to restore essential service
- D) Get substitute housing which abates my rent and sue for any amounts in excess of the rent which is abated.

Be advised that according to NRS 118A.510, retaliation is prohibited by Nevada law. Retaliation includes terminating a tenancy, refusing to renew a tenancy, increasing rent, decreasing essential services or bringing or threatening to bring an action for possession against tenants, who have complained in good faith of a violation of their rental agreements or the law.

Sincerely,

(Tenant)

V. Rent Increases, Rules or Regulations Changes

How much can a landlord raise your rent?

There is no rent control in Nevada to regulate how much the manager or landlord can raise your rent.

When can a landlord raise your rent?

Month-to-month tenancy: If you are renting month-to month, the manager or landlord is required to give you a 45-day advance **written notice** of any proposed rent increase.
NRS 118A.300.

Week-to-week tenancy: If you are paying less than monthly, for example, week-to-week or every two weeks, you should receive a **written notice** at least 15 days in advance of any proposed rent increase.
NRS 118A.300.

Lease Agreement tenancy: If you have a written lease for a term and it does not contain a provision allowing a rent increase, your rent cannot be increased during the term of the lease.

What if the rent increase happens in the middle of the month?

If your rent increase goes into effect in the middle of the month and you pay on the first of the month, you would pay half your rent at the old rate and the remainder of the rent at the new rate.

What if you cannot afford the rent increase?

If you cannot afford, or do not agree with the rent increase, you should give the manager or landlord a **written 30 day notice** that you intend to vacate the premises.

Can the landlord change the Rules or Regulations after I enter into a rental agreement?

A rule or regulation adopted after the tenancy begins is enforceable after a 30 day advance **written notice** of the rule or regulation.

The new rules or regulations must: (a) be for the purpose to promote convenience, safety or welfare of the landlord or tenant; (c) apply to all tenants in a fair manner; (f) not affect the tenant's obligation to pay rent, utilities or other charges; (g) not affect, before the end of the lease, any right the tenant may have under the lease to keep a pet.
NRS 118A.320

VI. Entry and Other Tenant's Rights

When can a landlord enter the premises?

The landlord has **no right** to enter the rented premises **except** under the following circumstances:

- a. In case of an emergency;

- b. Pursuant to court order;
- c. To supply necessary or agreed services;
- d. As agreed in a rental or lease agreement.

With 24 hours notice, the landlord may enter the rented premises under the following circumstances:

- a. To inspect the premises;
- b. To exhibit the rental to prospective or actual purchasers, mortgagors, tenants, workmen, contractors or other persons with a bona fide interest in inspecting the premises.

The landlord may not abuse the right of access or use it to harass the tenant. Except in the case of emergency, the landlord shall give the tenant at least 24 hours' notice of intent to enter and may enter only at reasonable times during normal business hours, unless the tenant expressly consents to shorter notice or to entry during non-business hours.

NRS 118A.330(3).

A landlord can also enter the premises under the following circumstances:

- a. If after 14 days from **written notice** to the tenant, the tenant fails to comply with the landlord's notice to make repairs or maintain the premises pursuant to the rental or lease agreement, the landlord may enter to repair damages, replace a damaged item or cause cleaning or work to be done.

NRS 118A.440.

- b. Where the tenant has abandoned or surrendered the premises. The rented dwelling cannot be considered abandoned and the landlord may not enter or take possession of the premises until the tenant has been absent from the premises for a period of time equal to one-half the rental period. (If rent is paid and/or the tenant has notified the landlord **in writing** of the intended absence, the landlord cannot consider the rental dwelling abandoned.)

NRS 118A.450.

What can the landlord do if you refuse lawful access?

If the tenant refuses to allow lawful access as required by the rental agreement, or as set out above, the landlord may obtain a court order to compel access, or he may terminate the rental agreement. In either case, the landlord may bring an action against the tenant for any actual damages he may have suffered.

What can the tenant do if the landlord abuses the right of entry?

If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain a court order to prevent the recurrence of the conduct or he may terminate the rental agreement. In either case, the tenant may bring an action against the landlord for any actual damages he may have suffered.

NRS 118A.500.

May I recover extra damages for other unlawful acts by my landlord?

Yes. Up to \$1000 beyond actual damages can be awarded by a court, utilizing the same considerations as above, if a landlord willfully interrupts or causes or permits the interruption of any essential service (NRS 118A.390); illegally holds your personal property to get you to pay rent (NRS 118A.520); or if the landlord retaliates against you (NRS 118A.510).

If the landlord wrongfully refuses to refund your security deposit, you may recover up to the amount of your security deposit in addition to the return of the entire deposit. (See Section II entitled "Security Deposits".)

NRS 118A.242

What is retaliation?

A landlord cannot in retaliation terminate your tenancy, refuse to renew your tenancy, increase rent, decrease essential services, or threaten to evict you if you have:

- a. complained in good faith about a violation of a building, housing or health code to the appropriate government agency;
- b. complained in good faith to the landlord or a law enforcement agency of a violation of a landlord-tenant law or of a specific criminal law;
- c. organized or became a member of a tenants' union, or similar organization;
- d. complained to a governmental agency as describe in paragraph (a) and a citation has been issued as a result;
- e. if you have sued a landlord or defended a suit from the landlord in which you raised an issue of a landlord's compliance with laws governing habitability of your premises
- f. failed or refused to give written consent to a regulation adopted by the landlord
- g. complained in good faith to the landlord, a government agency, an attorney, a fair housing agency or any other appropriate body of a violation of the fair housing laws or you have otherwise exercised your rights which are protected by those laws.

NRS 118A.510.

Retaliation not only gives you a right to sue for damages but it is also a defense if the landlord tries to evict you. You may not, however, claim retaliation if:

- a. the violation of any building, housing or health codes was caused primarily by you, a member of your household, or one of your guests;
- b. the landlord has a good reason to terminate your tenancy;
- c. any citation issued would require the landlord to vacate your premises in order to alter, remodel or tear down the building; or
- d. a rent increase is for all tenants.

NRS 118A.510.

May I demand a copy of my rental agreement?

Yes: The 2007 Legislature added the requirement that the landlord provide one copy of any written agreement to the tenant free of cost upon request of the tenant. The landlord may charge a reasonable fee for additional copies.

NRS 118A.200 (2)

VII. Termination of Rental Agreements

When can a tenant terminate a rental agreement?

No Cause; 30 day notice at the conclusion of the lease.

Repairs: If repairs are not made timely pursuant to law, i.e., non-emergency repairs within 14 days of **written notice**, a tenant may terminate the rental agreement immediately and demand the remainder of the month's rent and security deposit.

NRS 118A.355.

Removal Or Exclusion Of Tenant: Willful Interruption Of Essential Services If a landlord unlawfully "locks out" or otherwise illegally removes or excludes a tenant or if a landlord willfully interrupts any essential service (heat, water, gas, etc.), a tenant may, among other options, terminate the rental agreement. The tenant may then demand the remainder of the month's rent and security deposit.

NRS 118A.390.

Failure To Deliver Possession: If the landlord fails to deliver possession of the dwelling unit, the tenant may terminate the rental agreement upon five days **written notice** to the landlord. Upon termination, the landlord must return all prepaid rent, security deposit and fees or charges originally made to secure the rental agreement.

NRS 118A.370.

Elderly/disabled tenants who must relocate for care or treatment or who survive the death of a spouse or cotenant (2005 Legislation): For leases entered into, extended or renewed on or after 10/1/05, if a physical or mental condition of a tenant requires the tenant's relocation from his dwelling, because of a need for care or treatment which cannot be provided in the dwelling, and the tenant is 60 years of age or older or has a physical or mental disability, the tenant may terminate the lease by giving the landlord 30 days' **written notice** within 60 days after the tenant relocates. A cotenant may also terminate the lease by giving the landlord 30 days' **written notice** within 60 days after the tenant relocates if (a) the cotenant became a tenant prior to the signing of the lease by the tenant who relocates and the cotenant is also either 60 or older, or has a physical or mental disability or (b) the cotenant became a tenant on or after the signing of the lease by the tenant who relocates.

The **written notice** provided to a landlord must set forth the facts which demonstrate that the person is entitled to terminate the lease and shall include reasonable verification of the existence of the physical or mental condition and that the condition requires the relocation of the tenant from his dwelling, due to a need for care or treatment which cannot be provided in the dwelling.

A tenant who is 60 years of age or older or who has a physical or mental disability may terminate the lease by giving the landlord 30 days' **written notice** within 6 months after the death of the tenant's spouse or cotenant. The **written notice** must set forth the facts which demonstrate that the person is entitled to terminate the lease, i.e., the date of the death and the age or disability of the remaining spouse. A "cotenant" is an additional tenant obligated under the lease of a dwelling along with a tenant who is either (a) 60 years of age or older; or (b) has a physical or mental disability. This law does not give a landlord the right to terminate a lease solely because of the death of one of the tenants.

Damage Or Destruction By Fire Or Casualty: If the dwelling unit or premises is damaged or destroyed by fire or casualty (e.g., lightning, floods, storms, etc.), to substantially impair enjoyment of the dwelling, the tenant may immediately vacate and notify the landlord within 7 days of his intention to terminate the rental agreement; in which case the rental agreement terminates as of the date of vacating.

NRS 118A.400.

When can a landlord terminate a rental agreement?

No Cause Termination: If you are renting without a lease for a fixed term and do not have help with your rent from a governmental agency, a landlord may terminate your rental agreement without a reason by giving you 30 days notice in writing. The landlord may also terminate without cause at the conclusion of the lease term. If you rent week to week, the landlord is required to give you only 7 days notice.

NRS 40.251.

Lease Violation: If you fail to perform a condition of the lease such as mowing the lawn or keeping a pet not allowed in the rental agreement, the lease or rental agreement can be terminated within five (5) days of **written notice**, unless the tenant corrects the condition within five (5) days of receiving the notice.

NRS 40.2516 and NRS 118A.430

Non-Payment Of Rent: The landlord does not have to give you a grace period to pay past rent. He can call for the rent due within 5 days of **written notice**. If you do not pay the past due amounts, he can terminate the rental agreement. Without additional notice the landlord can apply to a justice court after noon of the fifth judicial day following service of the notice for an order evicting you within 24 hours unless you have filed an affidavit with the court contesting the eviction.

NRS 40.2512 and 40.253.

If you have resided in your unit for less than 45 days and pay rent for periods of 7 days or less, the landlord can shorten the above notice period to 4 judicial days. See Section IX on non-payment of rent.

Maintaining Or Permitting A Nuisance: Nuisance is defined as “conduct or an ongoing condition which constitutes an unreasonable obstruction to the free use of property and causes injury and damage to other tenants.” The person creating the nuisance could be you, a family member or an invited guest. The landlord has the right to terminate any rental agreement based on the creation of a nuisance upon a 3-day **written notice**.

NRS 40.2514.

Property Changing Hands: Unless stated otherwise in a lease, when the rented property changes ownership, the new owners may terminate the tenancy agreement upon a 3-day **written notice**.

NRS 40.255.

Damage Or Destruction By Fire Or Casualty: If the dwelling unit or premises is damaged or destroyed by fire or casualty (storms, floods), to substantially impair enjoyment of the dwelling, the landlord may terminate the rental agreement.

NRS 118A.400.

Abandonment: The landlord can take possession of the premises, if he actually knows of the abandonment or if he believes the premises have been abandoned for a period of time equal to one-half of the rental period (unless rent is current or you have given **written notice** of your absence).

NRS 118A.450.

Refusing Lawful Access To Rental Unit: If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement.

NRS 118A.500.

Note Regarding 30 Day No Cause Notices: Effective July 1, 2003, tenants who are 60 years of age or older or have a physical or mental disability may request in writing to remain in possession for an additional 30 days beyond the time allowed in the termination notice. The tenant must provide proof of age or disability. If the landlord refuses such a request, there is a procedure for applying to court for an order allowing the additional time.

NRS 40.251

VIII. Service of Notice

What are the standard notices used in private housing evictions and what do they mean?

1. 3-Day Nuisance Notice

This 3-day **written notice** informs you that you are permitting or maintaining a nuisance on the premises and advises you to vacate the premises. Nuisance is defined as “conduct or an ongoing condition which constitutes an unreasonable obstruction to the free use of property and causes injury and damage to other tenants” The person creating the nuisance does not have to be you; it could be a family member or an invited guest. If you remain in possession after service of the 3-day notice, you are guilty of an unlawful detainer.

NRS 40.2514.

Three days after service of the 3-day Nuisance Notice, you will be served with a 5-day Unlawful Detainer Notice. The notice should advise you of your right to contest the notice by filing an affidavit with the Justice of the Peace before the fifth day after service (when counting days of service, do not count the day you are served, weekends or holidays.)

NRS 40.2514.

If you have not permitted or maintained a nuisance you may wish to file a contesting affidavit. When filing your contesting affidavit with the Clerk, take with you the 3-day notice, the 5-day notice, and identification so that your signature may be notarized on the sworn affidavit. There will be a fee for filing the affidavit. Check with your Justice Court and bring the correct fee with you. If you cannot afford the fee, you may apply to the court to waive the fee by filing a request to be allowed to file In Forma Pauperis (IFP). Ask the clerk for a form.

You will be told the time and date of the hearing when you file your contesting affidavit, if not be sure to ask. If you do not appear at the scheduled hearing, your landlord can have you locked out by the sheriff within 24 hours.

Stay of an Eviction Order.

If you do appear at the hearing, but the Justice of the Peace rules that you do not have a defense to the eviction, the Justice can also order that you be locked out by the sheriff within 24 hours. The Justice of the Peace does have the discretion to delay the lockout by up to 10 days. NRS 70.010. Tell the Justice why you need the time and how you will use it.

No one can stop a 24-hour eviction order, except your landlord or a judge. If the sheriff comes to remove you with a lockout order and no prior eviction notice was ever served or received by you, this could be an illegal eviction. Seek the advice of a legal services agency or attorney of your choice immediately.

2. 3-Day Notice - Change of Ownership

When the apartment, condo, house or mobile home or other property you are renting has been sold or foreclosed upon, the new owner may serve you with a 3-day notice to vacate the premises. This does not apply to the tenant of a mobile home lot in a mobile home park. After a 3-day **written notice** to quit has been served, a tenant or subtenant in occupation of the premises may be removed.
NRS 40.255.

The new owner may not use the summary eviction process to evict you, however. If you do not move, you must be served with a Summons and Complaint or a Summons and Complaint with a Motion for a Writ of Restitution. When served with any of the above, if you do not agree to vacate the premises, you should immediately seek the advice of a legal services agency or a private attorney.

Note: The new owner cannot proceed with a 3-day notice to vacate until title to the property has been perfected.

3. Condominium Conversion

If your building is being converted to a condominium or other form of common interest community, the owner must serve a notice upon you at least 120 days before you are required to vacate. Failure to serve this notice is a defense to an eviction. However, if you fail to pay your rent or otherwise violate the lease, you may still be evicted.

The notice must include the public offering statement which describes the terms and conditions for acquiring an interest in the new development. You will then have 60 days during which you can purchase your unit at the going rate. If you decide not to purchase, the owner cannot sell that unit during the next 180 days to another buyer at a lower price or on better terms than were offered to you. If the owner violates this provision you may have a cause of action to recover your damages caused by the violation.

NRS 116.4112 (1)

4. 4-Day Notice for Non-Payment of Rent-Weekly Rentals

If you pay your rent by the week or a shorter time period and you have resided in your unit for less than 45 days the landlord/manager can serve you with a 4 day notice to pay rent or quit the

premises. There is no grace period by law so you may be served with this notice even if you are only one day late. If you are personally served with a 4-Day Notice you must either move, pay the past due rent, or contest the eviction by filing an affidavit with the Justice Court before noon of the 4th day after the day of service (follow process described below under 5-Day Notice-Nonpayment of Rent) or face eviction by a sheriff within 24 hours.
NRS 40.253.

5. 5-Day Notice - Nonpayment of Rent

If you do not pay your rent when it comes due, the manager/landlord can serve you with a 5-day notice to pay rent or quit the premises. There is no grace period by law, so you may be served with a 5-day notice to pay rent or quit even if you are one day late. The notice means you must pay the rent owed by noon of the 5th day after being served with the notice or vacate the premises.
NRS 40.2512 and NRS 40.253.

If you have reason to believe that you do not owe some or all of your landlord's claim for rent, or you have attempted to pay the rent and it has been refused, or if you think you have some other legal defense, you may contest the eviction notice by filing an answering affidavit with the Justice of the Peace, before noon on the fifth day of service (when counting days of service, do not count the day you are served, weekends or holidays). When filing your contesting affidavit with the Clerk, take with you both notices, and identification so that your signature may be notarized on the sworn affidavit. There will be a fee for filing the affidavit. Check with your Justice Court and bring the correct fee with you. If you cannot afford the fee, you may apply to the court to waive the fee by filing a request to be allowed to file In Forma Pauperis (IFP). Ask the clerk for a form.

You will be told the time and date of the hearing when you file your contesting affidavit if not, be sure to ask. If you do not file an affidavit by noon of the 5th day following service, your landlord can have you locked out by the sheriff within 24 hours. If you do appear at the hearing, but the Justice of the Peace rules that you do not have a defense to the eviction, the Justice can also order that you be locked out by the sheriff within 24 hours. The Justice of the Peace does have the discretion to delay the lockout by up to 10 days. NRS 70.010. Tell the Justice why you need the time and how you will use it.

No one can stop a 24-hour eviction order, except your landlord or a judge. If you received a 24-hour eviction order and no prior notice has been served upon you, or you paid the rent within the initial 5 day period, this could be an illegal action. Seek the advice of a legal services agency or attorney of your choice immediately.

6. 5-Day Notice for Lease Violation - Breach Notice

If you fail to perform a condition of the lease such as mowing the lawn, the manager/landlord can serve you with a 5-day notice of a lease or rental agreement violation. The notice should specifically describe the alleged violation. The lease or rental agreement can be terminated unless the tenant performs the condition within five (5) days of receiving the notice. When counting days of service, do not count the day you are served, weekends or holidays.
NRS 118A.430.

If you do not correct the violation and have not vacated the premises by the by the end of the notice period, the manager/landlord will serve you with a 5-Day Unlawful Detainer Notice. The notice may advise you of your right to contest the notice by filing an affidavit with the Justice of the Peace before the fifth day after service (when counting days of service, do not count the day you are served, weekends or holidays). If you do not file a contesting affidavit the landlord may obtain an order to have you locked out by the sheriff within 24 hours. NRS 40.2514.

When filing your contesting affidavit with the Clerk, take with you both notices, and identification so that your signature may be notarized on the sworn affidavit. There will be a fee for filing the affidavit. Check with your Justice Court and bring the correct fee with you. If you cannot afford the fee, you may apply to the court to waive the fee by filing a request to be allowed to file In Forma Pauperis (IFP). Ask the clerk for a form.

You will be told the time and date of the hearing when you file your contesting affidavit if not, be sure to ask. If you do not appear at the scheduled hearing, your landlord can have you locked out by the sheriff within 24 hours. If you do appear at the hearing, but the Justice of the Peace rules that you do not have a defense to the eviction, the Justice can also order that you be locked out by the sheriff within 24 hours.

a. Stay of an Eviction Order

The Justice of the Peace does have the discretion to delay the lockout by up to 10 days. NRS 70.010. Tell the Justice why you need the time and how you will use it.

No one can stop a 24-hour eviction order, except your landlord or a judge. If the sheriff comes to remove you with a lockout order and no prior eviction notice was ever served or received by you, this could be an illegal eviction. Seek the advice of a legal services agency or attorney of your choice immediately.

7. 7 Day/30 Day - No Cause Termination

If you are renting from month-to-month, do not have a lease, and are not involved in government housing, the landlord may terminate your tenancy without a reason by giving you 30 days **written notice**. If you rent week-to-week without a lease, he is only required to give you 7 days notice. If you have not moved after a 7 or 30 day notice, the manager/landlord must serve you with a 5-day Unlawful Detainer Notice. The notice must advise you of your right to contest the eviction by filing an affidavit with the Justice of the Peace before noon on the fifth day of service. When counting days of service, do not count the day you are served, weekends or holidays.

NRS 40.251.

If you receive a 30 day no cause notice and you are either a senior citizen (age 60+) or have a physical or mental disability, you may ask to keep possession for an extra 30 days beyond the time specified in the notice. You must give the landlord a **written request** for an extended period and provide proof of your age (like a copy of your driver's license) or disability (like a letter from Social Security awarding disability benefits). The 30 day notice should inform you of this right.

NRS 40.251(2).

If your landlord rejects your request for an extra 30 days, you may petition the court for an order to continue in possession for the additional 30 days. If the court denies your petition, you must be allowed to stay for 5 calendar days following the date of entry of the Court's order. You are still responsible for rent during the extension, and may be evicted if you are in arrears. NRS 40.251(2).

If you have a lease that does not provide for termination of the lease upon 30 days **written notice**, you can contest the 30-Day No Cause Termination notice.

You may also contest a 30-Day No Cause Termination if you believe that your landlord is seeking to evict you for an unlawful reason. For example, you may contest a 30 day no cause notice if the landlord's attempt to evict you violates any provision of the Fair Housing Act which forbid discrimination on the basis of race, religion, sex, national origin, familial status or handicap. It is also unlawful for a landlord to attempt to evict you in "retaliation" for exercising certain on your rights. For the definition of "retaliation," please see Section IV entitled "Entry and Other Tenants Rights."

If you have reason to believe that you have been a victim of retaliation or discrimination or you failed to receive proper notice, you may contest the eviction notice by filing an answering affidavit with the Justice of the Peace, before the fifth day following service (when counting days of service, do not count the day you are served, weekends or holidays). When filing your contesting affidavit with the Clerk, take with you both notices, and identification so that your signature may be notarized on the sworn affidavit. There will be a fee for filing the affidavit. Check with your Justice Court and bring the correct fee with you. If you cannot afford the fee, you may apply to the court to waive the fee by filing a request to be allowed to filed In Forma Pauperis (IFP). Ask the clerk for a form.

You will be told the time and date of the hearing when you file your contesting affidavit if not, be sure to ask. If you do not appear at the scheduled hearing, your landlord can have you locked out by the sheriff within 24 hours. If you do appear at the hearing, but the Justice of the Peace rules that you do not have a defense to the eviction, the Justice can also order that you be locked out by the sheriff within 24 hours.

8. Stay of an Eviction Order

The Justice of the Peace does have the discretion to delay the lockout by up to 10 days. NRS 70.010. Tell the Justice why you need the time and how you will use it.

No one can stop a 24-hour eviction order, except your landlord or a judge. If the sheriff comes to remove you with a lockout order and no prior eviction notice was ever served or received by you, this could be an illegal eviction. Seek the advice of a legal services agency or attorney of your choice immediately.

IX. Non-Payment of Rent

When can a landlord evict you for past due rent?

By law, the landlord must serve most tenants with only a 5-day notice to pay the past due rent or quit (vacate) the premises. This notice may be served at any time after the rent becomes due.

NRS 40.253. If (a) your rent is paid weekly or within a shorter period of time and (b) you have resided on the premises for 45 days or less, [hereafter referred to in this brochure as a "weekly tenant"] then the landlord may elect to serve you with a notice of only four(4) days.

Is there a grace period for payment of past due rent?

No. The manager/landlord can serve you a 5-day notice (or a 4-day notice for "weekly tenants") to pay rent or quit the premises even if you are only one day late.

How do you contest a notice to pay rent or quit the premises?

You can contest a notice to pay rent or quit the premises by filing an answering affidavit with the Justice of the Peace and appearing at the hearing. The answering affidavit is a sworn statement by the tenant stating the reasons he believes that the back rent is not owed, or stating that the tenant has attempted to pay the back rent and it was refused. If you do not file a timely affidavit, your landlord can have you locked out by the sheriff within 24 hours.

A landlord shall not refuse to accept rent from a tenant which the tenant attempts to pay after the landlord has served notice, if the landlord's refusal is based on the fact that the tenant has not paid collection fees, attorneys fees or other costs other than rent, a reasonable charge for the late payment of rent or dishonored checks or a security deposit.

An answering affidavit must be filed with the court by noon on the fifth day following service of the notice to pay rent or quit the premises (or the 4th day for "weekly tenants"). A file-stamped copy (which you can obtain from the clerk) must be served upon the landlord or manager. When counting days of service, do not count the day you are served, holidays, or weekends.

To file an affidavit in answer to the eviction notice, you must go to the Justice Court with your 5-day (or 4-day) notice, and identification to allow positive I.D., so that your signature may be notarized on the affidavit. You will also be required to pay a filing fee unless the Justice of the Peace signs an order waiving the fee due to your poverty. Call the Justice Court Clerk to find out the amount of the fee.

Upon filing your affidavit the Court must grant you a hearing no matter what you say in it. NRS 40.253. At the hearing the judge will decide whether you owe the rent or whether you have a legal defense to the landlord's claim that you should be evicted. If the judge decides that you failed to pay your rent without a legal excuse, the judge will usually issue a 24-hour order of removal. If the judge finds that you have a legal defense, s/he will dismiss the case. NRS 40.253.3

Once the case has been dismissed, the landlord, in order to proceed further, must file a new action under a more formal legal process found at NRS 40.290-40.420.

Can I delay moving?

If the judge proceeds with eviction, at your request, and at her/his discretion, s/he can give you up to 10 extra days to move. NRS 70.010.

What happens when the Justice of the Peace issues a 24-hour order of removal?

If you do not pay the rents owed or file an affidavit contesting the notice by noon on the fifth day, 4 days for “weekly tenants, the landlord can then obtain a 24-hour eviction order from the Justice Court. A few landlords, not subject to NRS 118A, may peaceably lock you out without a court order if you do not file an affidavit on time. With an eviction order the landlord can have the constable lock you out within 24 hours. You do not get a full 24 hours to move. Typically in Washoe County, the sheriff arrives within 24 hours after the order was issued and removes all occupants within 10-15 minutes. It does not matter whether you are sick, disabled or have children; you can be locked out within 24 hours.

Can the 24-hour order of removal be stopped or contested?

No one can stop a 24-hour order except your landlord or the Justice of the Peace. If the sheriff comes to remove you with a lockout order and no prior eviction notice was ever served or received by you, this could be an illegal eviction. The Justice of the Peace can stop the eviction if you file a Motion to Vacate the order removing you. Contact a legal services agency or a lawyer immediately.

X. Lockout

When can a landlord lock me out of my rental property?

Generally, landlords are entitled to lock you out only if they have cause to believe that you have abandoned the premises or with the authorization of a court in a legal eviction proceeding. The landlord can lock you out on the basis of abandonment if he in fact knows you have abandoned the premises or if you have been absent for one half of the rental period without paying current rent or giving the landlord **written notice** of your intended absence. NRS 118A.450. Otherwise, the landlord cannot take possession of your rental property unless you surrender it or he takes it pursuant to a court order.

NRS 118A.480.

What action can I take if a landlord illegally locks me out?

You may file a lawsuit to force the landlord to allow you back into the premises. Generally, the assistance of an attorney is recommended for this action. You may also sue your landlord for actual damages. In addition to actual damages, a court has the power to award you up to \$1,000 as punishment to the landlord for his illegal act. In determining the amount, if any, to be awarded, the court must 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. NRS 118A.390.

XI. Property Left Behind

What happens to personal property left behind when you move or are evicted?

Tenants who move, or tenants who have been evicted, continue to own the personal property that was left in the apartment or dwelling they rented. The landlord must protect the property for at

least 30 days. The landlord can charge reasonable expenses for the storage, cost of moving and inventory of your property. NRS 118A.460.

How do you get your property back?

In order to get your property back, you must first pay for the cost of storage, moving and inventory. If you get locked out by the sheriff, you should make an **immediate demand** for the release of your personal property before your landlord puts the property in storage and begins to incur costs and while the sheriff is present.

If the landlord won't give your property back, or if you dispute the amount of costs for storage, moving and inventory, you can take the landlord to court with the following procedure:

1. You must take the landlord to court within 20 days after you have moved, been evicted, or requested or received a copy of costs, whichever is later.
NRS 40.253
2. Go to the Justice Court Clerk and get a form called Motion to Contest Personal Property Lien.
3. Complete the form and give it to the Justice Court Clerk for filing. There will be a fee for filing; contact your Justice Court Clerk for the correct amount. In some instances, the fee may be waived.
4. The Court will schedule a hearing within 10 days of the filing of your Motion. The Court will also notify the landlord of the hearing date.
5. When you go to the hearing, it is very important to follow these steps:
 - a. Bring any witnesses that know that the landlord refused to return your property; and
 - b. Bring any papers, or documents that can help you prove that the property belongs to you.

Can the landlord hold personal property for back rent due?

No. If the manager/landlord states that he is holding your property for back rent, this is illegal. NRS 118A.520. If you can prove that the landlord is holding your property for back rent, you can sue the landlord for your actual damages, plus up to an additional \$1,000. NRS 118A.520.

A Motion to Contest Personal Property lien must be filed within 20 days after you have vacated the property. If you do not file a Motion to Contest Personal Property lien within 20 days, you may still be able to sue for relief but the process will be more complicated. You should contact a legal services agency or an attorney of your choice.

XII. Statewide Resources

Washoe County

Washoe Legal Services

650 Tahoe Street

Reno, NV 89509

(775) 329-2727

www.washoelegalservices.com

Nevada Legal Services

204 Marsh Ave

Reno, NV 89509

(775) 284-3491

www.nevadalawhelp.org

Senior Citizens Law Project

1155 E. Ninth Street

Reno, NV 89512

(775) 328-2592

www.co.washoe.nv.us/seniorsrv/legal.htm

Lawyer Referral Services

(800) 789-5747

(775) 329-4101

www.nvbar.org/lris/lirs.htm

Rural Areas and Carson City

Nevada Legal Services

841A Ease Second Street

Carson City, NV 89701

(775) 883-0404

www.nevadalawhelp.org

Volunteer Attorneys of Rural

Nevada

904 N. Nevada St. #B

Carson City, NV 89702

(775) 883-8278

866-448-VARN (8276)

www.varn.org

Clark County

Clark County Legal Services

800 South 8th Street

Las Vegas, NV 89101

(702) 386-1070

(800) 522-1070

www.clarkcountylegal.com

Nevada Legal Services

530 South 6th Street

Las Vegas, NV 89101

(702) 386-0404

(866) 432-0404

www.nevadalawhelp.org

Lawyer Referral Services

(702) 382-0504

www.nvbar.org/lris/lirs.htm