

ASSEMBLY BILL NO. 388—ASSEMBLYMEN OHRENSCHALL, ANDERSON,
ARBERRY, BACHE, BUCKLEY, CHOWNING, CLABORN, FREEMAN,
GIUNCHIGLIANI, GOLDWATER, KOIVISTO, LEE, MANENDO,
MCCLAIN, MORTENSON, PARKS, PARNELL AND PRICE

MARCH 16, 2001

Referred to Committee on Commerce and Labor

SUMMARY—Makes various changes relating to mobile home parks. (BDR 10-251)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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

AN ACT relating to mobile home parks; requiring a landlord to make available a rental agreement to rent or lease a mobile home lot for a certain period under certain circumstances; setting forth the provisions that must be included in such an agreement; authorizing a tenant to execute an assignment or sublease in certain circumstances; revising the circumstances under which a landlord may increase the rent of his tenants to recover the cost of a capital improvement made to a park; and providing other matters properly relating thereto.

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

- 1 **Section 1.** Chapter 118B of NRS is hereby amended by adding thereto
2 the provisions set forth as sections 2, 3 and 4 of this act.
3 **Sec. 2. 1. Upon request from a:**
4 (a) *Prospective tenant;*
5 (b) *Tenant whose tenancy is month to month; or*
6 (c) *Tenant whose tenancy will expire within 60 days,*
7 *a landlord shall make available a rental agreement to rent or lease a*
8 *mobile home lot for a period of not less than 5 years. A landlord shall*
9 *inform such persons about the availability of such long-term rental*
10 *agreements.*
11 2. *A rental agreement entered into pursuant to subsection 1:*
12 (a) *Must be written in clear and concise language that is set forth in at*
13 *least 10-point type or handwritten legibly on a form approved by the*
14 *division.*
15 (b) *Must not contain any provision that is unlawful or*
16 *unconscionable.*
17 (c) *Must contain the provisions required pursuant to subsection 3.*



- 1 3. A rental agreement entered into pursuant to subsection 1 must
2 contain a provision that authorizes:
- 3 (a) The tenant, the spouse of the tenant or, if applicable, the guardian
4 of the tenant, to terminate the agreement without notice if, during the
5 period the agreement is in force:
- 6 (1) The tenant or the spouse of the tenant is medically certified as
7 disabled;
- 8 (2) The tenant or the spouse of the tenant is adjudicated mentally
9 incompetent; or
- 10 (3) The tenant or the spouse of the tenant dies.
- 11 (b) The tenant to, in accordance with subsection 4:
- 12 (1) Assign his rights under an existing rental agreement to a person
13 who purchases the mobile home of the tenant; and
- 14 (2) Sublease the site on which his mobile home is located.
- 15 (c) The landlord to increase the rent:
- 16 (1) Not more than once every 12 months by a percentage which is
17 not more than the percentage of the increase in the Consumer Price
18 Index (All Items) for the preceding calendar year;
- 19 (2) To pay for an improvement to the mobile home park which is
20 required by a governmental entity or for the maintenance of such an
21 improvement; and
- 22 (3) To pay for a capital improvement to the mobile home park
23 which costs more than \$20,000, unless the project is disapproved by a
24 majority of the tenants of the mobile home park pursuant to section 3 of
25 this act.
- 26 4. Before a tenant may execute an assignment or sublease pursuant
27 to a provision of a rental agreement required by paragraph (b) of
28 subsection 3, the tenant must notify the landlord of his intent to execute
29 the assignment or sublease. Except as otherwise provided in subsection 5,
30 a landlord may disapprove such an assignment or sublease only if:
- 31 (a) The landlord determines that the person to whom the assignment
32 or sublease will be made:
- 33 (1) Lacks the financial ability to pay the rental fee; or
- 34 (2) Would pose an unreasonable threat to the safety or peaceful
35 enjoyment of the other tenants of the mobile home park; and
- 36 (b) Within 7 days after receiving from the tenant the required notice
37 of intent to execute an assignment or sublease, the landlord notifies the
38 tenant in writing of the determination made pursuant to
39 paragraph (a).
- 40 A landlord shall not require an assignee or sublessee to pay an
41 application fee or other administrative fee to enter into a contract with a
42 tenant in accordance with this section.
- 43 5. Notwithstanding the provisions of subsection 4, a landlord may
44 not disapprove an assignment made by a bona fide creditor of a tenant.
- 45 6. The provisions of this section do not apply to a mobile home park
46 that has 100 or fewer mobile home lots.
- 47 Sec. 3. 1. Except as otherwise provided in subsections 4 and 5, a
48 landlord may, pursuant to the provisions of this section, increase the rent
49 of the tenants of a mobile home park to recover that amount of the cost



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1 of a capital improvement to the park which exceeds \$20,000. The
2 landlord must recover that amount over a period of 5 years. To determine
3 the monthly increase in the rent of a tenant pursuant to this subsection,
4 the amount that a landlord is entitled to recover each year must be
5 divided by the number of lots in the mobile home park which are
6 occupied at the time the capital improvement is completed, and that
7 amount must be divided by 12.

8 2. A landlord who wishes to increase the rent of a tenant to recover
9 that amount of the cost of a capital improvement to a mobile home park
10 which exceeds \$20,000 must conduct a meeting of the tenants of the
11 mobile home park to provide the tenants an opportunity to disapprove the
12 capital improvement.

13 3. The landlord shall, not less than 60 days before a meeting
14 conducted pursuant to subsection 2, provide each tenant with notice of
15 the proposed capital improvement to be made to the mobile home park
16 and the date, time and place of the meeting. The notice must include:

17 (a) A description of the proposed capital improvement;
18 (b) An estimate of the cost of the proposed capital improvement; and
19 (c) An estimate of the amount by which the rent of each tenant will be
20 increased to cover the cost of the capital improvement if it is not
21 disapproved.

22 4. A landlord shall not increase the rent of the tenants of a mobile
23 home park to recover that amount of the cost of a capital improvement to
24 the park which exceeds \$20,000 if a majority of the tenants of the park
25 disapprove the capital improvement at a meeting conducted pursuant to
26 subsection 2.

27 5. A landlord shall not increase the rent of a tenant pursuant to this
28 section if the rental agreement of that tenant does not authorize the
29 landlord to increase the rent to recover the cost of a capital improvement.
30 The mobile home lot of such a tenant shall be deemed to be an occupied
31 lot for the purposes of subsection 1.

32 6. The provisions of this section do not apply to a mobile home park
33 that has 25 or fewer mobile home lots.

34 **Sec. 4.** For the purposes of subsection 3 of NRS 118B.150 and
35 section 3 of this act, all capital improvements made to a facility in a
36 mobile home park within a period of 3 years shall be deemed to be a
37 single capital improvement.

38 **Sec. 5.** NRS 118B.0113 is hereby amended to read as follows:

39 118B.0113 "Capital improvement" means ~~that~~ :

40 1. An addition or betterment made to a mobile home park that:

41 ~~1-1~~ (a) Consists of more than the repair or replacement of an existing
42 facility;

43 ~~1-2~~ (b) Is required by law to be amortized over its useful life for the
44 purposes of income tax; and

45 ~~1-3~~ (c) Has a useful life of 5 years or more ~~H~~ ; or

46 2. The replacement of an existing facility in a mobile home park.

47 **Sec. 6.** NRS 118B.150 is hereby amended to read as follows:

48 118B.150 The landlord or his agent or employee shall not:

49 1. Increase rent or additional charges unless:



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- 1 (a) The rent charged after the increase is the same rent charged for
2 mobile homes of the same size or lots of the same size or of a similar
3 location within the park, except that a discount may be selectively given to
4 persons who:
5 (1) Are handicapped;
6 (2) Are 55 years of age or older;
7 (3) Are long-term tenants of the park if the landlord has specified in
8 the rental agreement or lease the period of tenancy required to qualify for
9 such a discount;
10 (4) Pay their rent in a timely manner; or
11 (5) Pay their rent by check, money order or electronic means;
12 (b) Any increase in additional charges for special services is the same
13 amount for each tenant using the special service; and
14 (c) Written notice advising a tenant of the increase is received by the
15 tenant 90 days before the first payment to be increased and written notice
16 of the increase is given to prospective tenants before commencement of
17 their tenancy. In addition to the notice provided to a tenant pursuant to this
18 paragraph, if the landlord or his agent or employee knows or reasonably
19 should know that the tenant receives assistance from the fund created
20 pursuant to NRS 118B.215, the landlord or his agent or employee shall
21 provide to the administrator written notice of the increase 90 days before
22 the first payment to be increased.
23 2. Require a tenant to pay for an improvement to the common area of a
24 mobile home park unless the landlord is required to make the improvement
25 pursuant to an ordinance of a local government.
26 3. Require a tenant to pay for a capital improvement to the mobile
27 home park unless the tenant has notice of the requirement at the time he
28 enters into the rental agreement. A tenant may not be required to pay for
29 *that amount of the cost of* a capital improvement *which is \$20,000 or less*
30 after the tenant enters into the rental agreement unless the tenant consents
31 to it in writing or is given 60 days' notice of the requirement in writing.
32 The landlord may not establish such a requirement unless a meeting of the
33 tenants is held to discuss the proposal and the landlord provides each tenant
34 with notice of the proposal and the date, time and place of the meeting not
35 less than 60 days before the meeting. The notice must include a copy of the
36 proposal. A notice in a periodic publication of the park does not constitute
37 notice for the purposes of this subsection.
38 4. Require a tenant to pay his rent by check or money order.
39 5. Require a tenant who pays his rent in cash to apply any change to
40 which he is entitled to the next periodic payment that is due. The landlord
41 or his agent or employee shall have an adequate amount of money
42 available to provide change to such a tenant.
43 6. Prohibit or require fees or deposits for any meetings held in the
44 park's community or recreational facility by the tenants or occupants of
45 any mobile home or recreational vehicle in the park to discuss the park's
46 affairs, or any political or social meeting sponsored by a tenant, if the
47 meetings are held at reasonable hours and when the facility is not otherwise
48 in use, or prohibit the distribution of notices of those meetings.



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1 7. Interrupt, with the intent to terminate occupancy, any utility service
2 furnished the tenant except for nonpayment of utility charges when due.
3 Any landlord who violates this subsection is liable to the tenant for actual
4 damages.

5 8. Prohibit a tenant from having guests, but he may require the tenant
6 to register the guest within 48 hours after his arrival, Sundays and legal
7 holidays excluded, and if the park is a secured park, a guest may be
8 required to register upon entering and leaving.

9 9. Charge a fee for a guest who does not stay with the tenant for more
10 than a total of 60 days in a calendar year. The tenant of a mobile home lot
11 who is living alone may allow one other person to live in his home without
12 paying an additional charge or fee, unless such a living arrangement
13 constitutes a violation of chapter 315 of NRS. No agreement between a
14 tenant and his guest alters or varies the terms of the rental contract between
15 the tenant and the landlord, and the guest is subject to the rules and
16 regulations of the landlord.

17 10. Prohibit a tenant from erecting a fence along the perimeter of the
18 tenant's lot if the fence complies with any standards for fences established
19 by the landlord, including limitations established for the height of fences,
20 the materials used for fences and the manner in which fences are to be
21 constructed.

22 11. Prohibit any tenant from soliciting membership in any association
23 which is formed by the tenants who live in the park. As used in this
24 subsection, "solicit" means to make an oral or written request for
25 membership or the payment of dues or to distribute, circulate or post a
26 notice for payment of those dues.

27 12. Prohibit a public officer or candidate for public office from
28 walking through the park to talk with the tenants.

29 13. If a tenant has voluntarily assumed responsibility to trim the trees
30 on his lot, require the tenant to trim any particular tree located on the lot or
31 dispose of the trimmings unless a danger or hazard exists.

