

SENATE BILL NO. 400—SENATORS RAWSON,
COFFIN, O'DONNELL AND WIENER

MARCH 19, 2001

Referred to Committee on Commerce and Labor

SUMMARY—Requires public utilities commission of Nevada to adopt regulations prescribing procedure to be followed by landlord when landlord pays for service provided by public utility and charges tenant for cost of service. (BDR 58-1076)

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 public utilities; requiring the public utilities commission of Nevada to adopt regulations prescribing the procedure to be followed by a landlord when the landlord pays for a service provided by a public utility and charges a tenant for the cost of that service; requiring a rental agreement between a landlord and a tenant to contain a written summary of such regulations; 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 704 of NRS is hereby amended by adding thereto a
2 new section to read as follows:

3 ***1. The commission shall adopt regulations prescribing the procedure***
4 ***to be followed by a landlord when the landlord pays for a service***
5 ***provided by a public utility and charges his tenants for the cost of that***
6 ***service.***

7 ***2. As used in this section:***

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

9 ***(b) "Tenant" has the meaning ascribed to it in NRS 118A.170.***

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

11 118A.200 1. Any written agreement for the use and occupancy of a
12 dwelling unit or premises ~~shall~~ **must** be signed by the landlord or his
13 agent and the tenant or his agent.

14 2. Any written rental agreement ~~shall~~ **must** contain , but is not
15 limited to , provisions relating to the following subjects:

16 (a) Duration of the agreement.

17 (b) Amount of rent and the manner and time of its payment.



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- 1 (c) Occupancy by children or pets.
- 2 (d) Services included with the dwelling rental.
- 3 (e) Fees which are required and the purposes for which they are
- 4 required.
- 5 (f) Deposits which are required and the conditions for their refund.
- 6 (g) Charges which may be required for late or partial payment of rent or
- 7 for return of any dishonored check.
- 8 (h) Inspection rights of the landlord.
- 9 (i) A listing of persons or numbers of persons who are to occupy the
- 10 dwelling.
- 11 (j) Respective responsibilities of the landlord and the tenant as to the
- 12 payment of utility charges **++**, *including, without limitation, a written*
- 13 *summary of the provisions of any regulations adopted by the public*
- 14 *utilities commission of Nevada pursuant to section 1 of this act.*
- 15 (k) A signed record of the inventory and condition of the premises
- 16 under the exclusive custody and control of the tenant.
- 17 3. The absence of a written agreement raises a disputable presumption
- 18 that:
- 19 (a) There are no restrictions on occupancy by children or pets.
- 20 (b) Maintenance and waste removal services are provided without
- 21 charge to the tenant.
- 22 (c) No charges for partial or late payments of rent or for dishonored
- 23 checks are paid by the tenant.
- 24 (d) Other than normal wear, the premises will be returned in the same
- 25 condition as when the tenancy began.
- 26 4. It is unlawful for a landlord or any person authorized to enter into a
- 27 rental agreement on his behalf to use any written agreement which does not
- 28 conform to the provisions of this section , and any provision in an
- 29 agreement which contravenes the provisions of this section is void.

