

ASSEMBLY BILL NO. 498—COMMITTEE ON COMMERCE AND LABOR

MARCH 24, 2003

Referred to Committee on Commerce and Labor

SUMMARY—Makes various changes regarding manufactured home parks and tenants of real property. (BDR 10-1296)

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 property; increasing the length of notice before a person who is 60 years of age or older or who has a disability may be evicted from certain periodic tenancies under certain circumstances; revising the provisions governing the calculation of interest on deposits held by landlords; requiring a landlord to provide certain information to tenants; expanding the requirements for continuing education for managers and assistant managers of such parks; authorizing a landlord to require a security deposit for certain uses of facilities in such parks; providing for an expedited notice of termination of leases under certain circumstances; providing for the termination of a lease without notice for habitual nonpayment of rent; revising the provisions governing the obligations of a landlord upon converting a park to another use; 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
2 thereto a new section to read as follows:

3 ***1. The landlord of a manufactured home park shall post in a***
4 ***conspicuous and readily accessible place in the community or***
5 ***recreational facility in the manufactured home park, at or near***



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1 *the entrance of the manufactured home park or in another*
2 *common area in the manufactured home park, a legible and*
3 *typewritten sign that contains the following contact information*
4 *regarding the Division in substantially the following form:*

5
6 **TENANTS OF MANUFACTURED HOME PARKS ARE**
7 **ENTITLED TO CERTAIN RIGHTS UNDER NEVADA**
8 **REVISED STATUTES**
9

10 *To obtain information regarding your rights as a tenant*
11 *under Nevada Revised Statutes, you may contact the*
12 *Manufactured Housing Division of the Department of*
13 *Business and Industry as follows:*

14
15 **SOUTHERN NEVADA:**

16 *(The address of the Division in Southern Nevada)*
17 *(The local telephone number of the Division in Southern*
18 *Nevada)*

19
20 **NORTHERN NEVADA:**

21 *(The address of the Division in Northern Nevada)*
22 *(The local telephone number of the Division in Northern*
23 *Nevada)*

24
25 **INTERNET:**

26 *(The Internet address of the Division)*
27

28 *2. The Division shall notify each landlord if any of the*
29 *contact information regarding the Division changes. Not later*
30 *than 30 days after receiving such a notice from the Division, the*
31 *landlord shall replace the existing sign with a new sign that*
32 *contains the new contact information regarding the Division.*

33 **Sec. 2.** NRS 118B.040 is hereby amended to read as follows:

34 118B.040 1. *An approved applicant for residency may*
35 *request 72 hours to review the proposed rental agreement or lease,*
36 *the rules and regulations of the manufactured home park and*
37 *other residency documents. Upon receiving such a request, the*
38 *landlord shall allow the approved applicant to review the*
39 *documents for 72 hours. This review period does not, however,*
40 *prevent the landlord from accepting another tenant for the space*
41 *or residency while the 72 hours is pending.*

42 *2. A rental agreement or lease between a landlord and tenant to*
43 *rent or lease any manufactured home lot must be in writing. The*
44 *landlord shall give the tenant a copy of the agreement or lease at the*
45 *time the tenant signs it.*



- 1 ~~12-1~~ 3. A rental agreement or lease must contain, but is not
2 limited to, provisions relating to:
- 3 (a) The duration of the agreement.
 - 4 (b) The amount of rent, the manner and time of its payment and
5 the amount of any charges for late payment and dishonored checks.
 - 6 (c) Restrictions on occupancy by children or pets.
 - 7 (d) Services and utilities included with the rental of a lot and the
8 responsibility of maintaining or paying for them, including the
9 charge, if any, for cleaning the lots.
 - 10 (e) Deposits which may be required and the conditions for their
11 refund.
 - 12 (f) Maintenance which the tenant is required to perform and any
13 appurtenances he is required to provide.
 - 14 (g) The name and address of the owner of the manufactured
15 home park and his authorized agent.
 - 16 (h) Any restrictions on subletting.
 - 17 (i) Any recreational facilities and other amenities provided to the
18 tenant and any deposits or fees required for their use.
 - 19 (j) Any restriction of the park to older persons pursuant to
20 federal law.
 - 21 (k) The dimensions of the manufactured home lot of the tenant.
 - 22 (l) A summary of the provisions of NRS 202.470.
 - 23 (m) Information regarding the procedure pursuant to which a
24 tenant may report to the appropriate authorities:
 - 25 (1) A nuisance.
 - 26 (2) A violation of a building, safety or health code or
27 regulation.
 - 28 (n) The amount to be charged each month to the tenant to
29 reimburse the landlord for the cost of a capital improvement to the
30 manufactured home park. Such an amount must be stated separately
31 and include the length of time the charge will be collected and the
32 total amount to be recovered by the landlord from all tenants in the
33 manufactured home park.
- 34 **Sec. 3.** NRS 118B.060 is hereby amended to read as follows:
35 118B.060 1. Any payment, deposit, fee or other charge which
36 is required by the landlord in addition to periodic rent, utility
37 charges or service fees and is collected as prepaid rent or a sum to
38 compensate for any tenant default is a "deposit" governed by the
39 provisions of this section.
- 40 2. The landlord shall maintain a separate record of the deposits.
 - 41 3. Except as otherwise provided in subsection 4:
 - 42 (a) All deposits are refundable, and upon termination of the
43 tenancy, or if the deposit is collected as a sum to compensate for a
44 tenant default, not more than 5 years after the landlord receives the
45 deposit, the landlord may claim from a deposit only such amounts as



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1 are reasonably necessary to remedy tenant defaults in the payment
2 of rent, utility charges or service fees and to repair damage to the
3 park caused by the tenant. The landlord shall provide the tenant with
4 an itemized written accounting of the disposition of the deposit.

5 (b) Any refund must be sent to the tenant within 21 days after
6 the tenancy is terminated.

7 4. Each deposit collected as a sum to compensate for a tenant
8 default must be refunded to the tenant not more than 5 years after
9 the landlord receives the deposit or upon the termination of the
10 tenancy, whichever is earlier. The refund must include interest *on*
11 *the amount of the deposit* at the rate ~~[of 5 percent per year,]~~
12 *required by this subsection*, compounded annually, for the entire
13 period during which the deposit was held by the landlord. *For the*
14 *purposes of this subsection, the rate of interest must be equal to*
15 *the average of the prevailing rates of interest for deposits, as*
16 *determined by the Administrator.*

17 5. Upon termination of the landlord's interest in the
18 manufactured home park, the landlord shall transfer to his successor
19 in interest that portion of the deposit remaining after making any
20 deductions allowed pursuant to this section or refund that portion to
21 the tenant.

22 6. If the former landlord fails to transfer that portion of the
23 deposit remaining to the successor in interest or refund it to
24 the tenant at the time the successor in interest takes possession, the
25 successor becomes jointly and severally liable with the former
26 landlord for refunding to the tenant that portion of the deposit to
27 which he is entitled.

28 7. If the former landlord fails to transfer or refund the deposit,
29 the tenant may not be required to pay another deposit until the
30 successor in interest refunds the deposit to the tenant or provides
31 him with an itemized written accounting of the statutorily authorized
32 disposition of the deposit.

33 8. The claim of the tenant to any deposit to which he is entitled
34 by law takes precedence over the claim of any creditor of the
35 landlord.

36 9. The provisions of this section do not apply to a corporate
37 cooperative park.

38 **Sec. 4.** NRS 118B.067 is hereby amended to read as follows:

39 118B.067 *1.* If a landlord approves the placement of a
40 manufactured home on a lot in a park and it is determined after the
41 home is placed on the lot that the placement of the home does not
42 comply with the requirements of the local ordinances relating to that
43 placement, the landlord shall pay the cost to ensure compliance with
44 those requirements.



1 2. A landlord shall notify any tenant who is bringing a
2 manufactured home which is new to the manufactured home park
3 into the manufactured home park that the provisions of NRS
4 489.311 require that only persons licensed by the State of Nevada
5 as manufactured home installers are legally permitted to set up
6 and install a manufactured home. Before the tenant may bring
7 such a manufactured home into the manufactured home park, the
8 tenant must provide to the landlord a copy of the license issued
9 pursuant to NRS 489.311 to the person who will be installing the
10 manufactured home.

11 **Sec. 5.** NRS 118B.070 is hereby amended to read as follows:

12 118B.070 1. The landlord shall provide:

13 ~~1.1~~ (a) Each new tenant with a *copy of the* current text of the
14 provisions of this chapter with the rental agreement at the time the
15 tenant signs the agreement.

16 ~~1.2~~ (b) Each tenant with a copy of each provision of this
17 chapter which is added, amended or repealed within 90 days after
18 the provisions become effective.

19 2. When the landlord provides a tenant with a copy of any of
20 the provisions of this chapter pursuant to subsection 1, the copy
21 must contain a legible and typewritten statement that contains the
22 following contact information regarding the Division in
23 substantially the following form:

24
25 **TENANTS OF MANUFACTURED HOME PARKS ARE**
26 **ENTITLED TO CERTAIN RIGHTS UNDER NEVADA**
27 **REVISED STATUTES**

28
29 *To obtain information regarding your rights as a tenant*
30 *under Nevada Revised Statutes, you may contact the*
31 *Manufactured Housing Division of the Department of*
32 *Business and Industry as follows:*

33
34 **SOUTHERN NEVADA:**

35 *(The address of the Division in Southern Nevada)*
36 *(The local telephone number of the Division in Southern*
37 *Nevada)*

38
39 **NORTHERN NEVADA:**

40 *(The address of the Division in Northern Nevada)*
41 *(The local telephone number of the Division in Northern*
42 *Nevada)*

43
44 **INTERNET:**

45 *(The Internet address of the Division)*



1 **Sec. 6.** NRS 118B.080 is hereby amended to read as follows:
2 118B.080 1. The landlord shall disclose in writing to each
3 tenant the:

4 (a) Name, address and telephone number of the owner and
5 manager or assistant manager of the manufactured home park; and

6 (b) Name and address of a person authorized to receive service
7 of process for the landlord,
8 and any change thereof.

9 2. The information must be furnished in writing to each new
10 tenant on or before the commencement of his tenancy and to each
11 existing tenant.

12 **3. *A landlord shall post, or provide to each tenant, the office***
13 ***hours or landlord's availability at the park location.***

14 **Sec. 7.** NRS 118B.086 is hereby amended to read as follows:

15 118B.086 1. Each manager and assistant manager of a
16 manufactured home park which has ~~25~~ 2 or more lots shall
17 complete annually 6 hours of continuing education relating to the
18 management of a manufactured home park.

19 2. The Administrator shall adopt regulations specifying the
20 areas of instruction for the continuing education required by
21 subsection 1.

22 3. The instruction must include, but is not limited to,
23 information relating to:

24 (a) The provisions of chapter 118B of NRS;

25 (b) Leases and rental agreements;

26 (c) Unlawful detainer and eviction as set forth in NRS 40.215 to
27 40.425, inclusive;

28 (d) The resolution of complaints and disputes concerning
29 landlords and tenants of manufactured home parks; and

30 (e) The adoption and enforcement of the rules and regulations of
31 a manufactured home park.

32 4. Each course of instruction and the instructor of the course
33 must be approved by the Administrator. The Administrator shall
34 adopt regulations setting forth the procedure for applying for
35 approval of an instructor and course of instruction. The
36 Administrator may require submission of such reasonable
37 information by an applicant as he deems necessary to determine the
38 suitability of the instructor and the course. The Administrator shall
39 not approve a course if the fee charged for the course is not
40 reasonable. Upon approval, the Administrator shall designate the
41 number of hours of credit allowable for the course.

42 **Sec. 8.** NRS 118B.087 is hereby amended to read as follows:

43 118B.087 1. There are hereby created two regions to provide
44 courses of continuing education pursuant to NRS 118B.086. One
45 region is the northern region consisting of the counties of Washoe,



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1 Storey, Douglas, Lyon, Churchill, Pershing, Humboldt, Lander,
2 Elko, Eureka, Mineral, White Pine and Carson City, and one region
3 is the southern region consisting of the counties of Lincoln, Nye,
4 Esmeralda and Clark.

5 2. The person who applied for approval of a course or his
6 designee shall notify the Administrator of the date and location each
7 time the course is offered, as soon as practicable after scheduling the
8 course.

9 3. The Administrator shall ensure that a course of continuing
10 education is offered at least every 6 months in each region. If the
11 Administrator finds that no approved course will be offered to meet
12 the requirements of this subsection, he shall offer the course and
13 charge a reasonable fee for each person enrolled in the course.

14 4. If the fees collected by the Administrator for the course do
15 not cover the cost of offering the course, the Administrator shall
16 determine the difference between the fees collected and the cost of
17 offering the course, divide that amount by the number of
18 manufactured home parks which have ~~[25]~~ 2 lots or more in the
19 region in which the course was held and assess that amount to each
20 landlord of such a manufactured home park. The landlord shall pay
21 the assessment within 30 days after it was mailed by the
22 Administrator.

23 **Sec. 9.** NRS 118B.150 is hereby amended to read as follows:

24 118B.150 1. Except as otherwise provided in ~~[subsection 2,]~~
25 ~~subsections 2 and 3,~~ the landlord or his agent or employee shall not:

26 (a) Increase rent or additional charges unless:

27 (1) The rent charged after the increase is the same rent
28 charged for manufactured homes of the same size or lots of the same
29 size or of a similar location within the park, including, without
30 limitation, manufactured homes and lots which are held pursuant to
31 a long-term lease, except that a discount may be selectively given to
32 persons who:

33 (I) Are handicapped;

34 (II) Are 55 years of age or older;

35 (III) Are long-term tenants of the park if the landlord has
36 specified in the rental agreement or lease the period of tenancy
37 required to qualify for such a discount;

38 (IV) Pay their rent in a timely manner; or

39 (V) Pay their rent by check, money order or electronic
40 means;

41 (2) Any increase in additional charges for special services is
42 the same amount for each tenant using the special service; and

43 (3) Written notice advising a tenant of the increase is
44 received by the tenant 90 days before the first payment to be
45 increased and written notice of the increase is given to prospective



1 tenants before commencement of their tenancy. In addition to the
2 notice provided to a tenant pursuant to this subparagraph, if the
3 landlord or his agent or employee knows or reasonably should know
4 that the tenant receives assistance from the Fund created pursuant to
5 NRS 118B.215, the landlord or his agent or employee shall provide
6 to the Administrator written notice of the increase 90 days before
7 the first payment to be increased.

8 (b) Require a tenant to pay for an improvement to the common
9 area of a manufactured home park unless the landlord is required to
10 make the improvement pursuant to an ordinance of a local
11 government.

12 (c) Require a tenant to pay for a capital improvement to the
13 manufactured home park unless the tenant has notice of the
14 requirement at the time he enters into the rental agreement. A tenant
15 may not be required to pay for a capital improvement after the
16 tenant enters into the rental agreement unless the tenant consents to
17 it in writing or is given 60 days' notice of the requirement in
18 writing. The landlord may not establish such a requirement unless a
19 meeting of the tenants is held to discuss the proposal and the
20 landlord provides each tenant with notice of the proposal and
21 the date, time and place of the meeting not less than 60 days before
22 the meeting. The notice must include a copy of the proposal. A
23 notice in a periodic publication of the park does not constitute notice
24 for the purposes of this paragraph.

25 (d) Require a tenant to pay his rent by check or money order.

26 (e) Require a tenant who pays his rent in cash to apply any
27 change to which he is entitled to the next periodic payment that is
28 due. The landlord or his agent or employee shall have an adequate
29 amount of money available to provide change to such a tenant.

30 (f) Prohibit or require fees or deposits for any meetings held in
31 the park's community or recreational facility by the tenants or
32 occupants of any manufactured home or recreational vehicle in the
33 park to discuss the park's affairs, or any political ~~for social~~ meeting
34 sponsored by a tenant, if the meetings are held at reasonable hours
35 and when the facility is not otherwise in use, or prohibit the
36 distribution of notices of those meetings.

37 (g) Interrupt, with the intent to terminate occupancy, any utility
38 service furnished the tenant except for nonpayment of utility charges
39 when due. Any landlord who violates this paragraph is liable to the
40 tenant for actual damages.

41 (h) Prohibit a tenant from having guests, but he may require the
42 tenant to register the guest within 48 hours after his arrival, Sundays
43 and legal holidays excluded, and if the park is a secured park, a
44 guest may be required to register upon entering and leaving.



1 (i) Charge a fee for a guest who does not stay with the tenant for
2 more than a total of 60 days in a calendar year. The tenant of a
3 manufactured home lot who is living alone may allow one other
4 person to live in his home without paying an additional charge or
5 fee, unless such a living arrangement constitutes a violation of
6 chapter 315 of NRS. No agreement between a tenant and his guest
7 alters or varies the terms of the rental contract between the tenant
8 and the landlord, and the guest is subject to the rules and regulations
9 of the landlord.

10 (j) Prohibit a tenant from erecting a fence along the perimeter of
11 the tenant's lot if the fence complies with any standards for fences
12 established by the landlord, including limitations established for the
13 height of fences, the materials used for fences and the manner in
14 which fences are to be constructed.

15 (k) Prohibit any tenant from soliciting membership in any
16 association which is formed by the tenants who live in the park. As
17 used in this paragraph, "solicit" means to make an oral or written
18 request for membership or the payment of dues or to distribute,
19 circulate or post a notice for payment of those dues.

20 (l) Prohibit a public officer, candidate for public office or the
21 representative of a public officer or candidate for public office from
22 walking through the park to talk with the tenants or distribute
23 political material.

24 (m) If a tenant has voluntarily assumed responsibility to trim the
25 trees on his lot, require the tenant to trim any particular tree located
26 on the lot or dispose of the trimmings unless a danger or hazard
27 exists.

28 2. *The landlord is entitled to require a security deposit from a*
29 *tenant who wants to use the manufactured home park's*
30 *clubhouse, swimming pool or other park facilities for the tenant's*
31 *exclusive use. The landlord may require the deposit at least 1 week*
32 *before the use. The landlord shall apply the deposit to costs which*
33 *occur due to damage or clean up from the tenant's use within 1*
34 *week after the use, if any, and shall, on or before the 8th day after*
35 *the use, refund any unused portion of the deposit to the tenant*
36 *making the deposit. The landlord is not required to place such a*
37 *deposit into a financial institution or to pay interest on the deposit.*

38 3. The provisions of paragraphs (a), (b), (c), (j) and (m) of
39 subsection 1 do not apply to a corporate cooperative park.

40 ~~3.1~~ 4. As used in this section, "long-term lease" means a
41 rental agreement or lease the duration of which exceeds 12 months.

42 **Sec. 10.** NRS 118B.177 is hereby amended to read as follows:

43 118B.177 1. If a landlord closes a manufactured home park
44 he shall pay ~~1~~ *the amount described in subsection 2 or 3, in*
45 *accordance with the choice of the tenant.*



1 ***2. If the tenant chooses to move the manufactured home, the***
2 ***landlord shall pay to the tenant:***

3 (a) The cost of moving each tenant's manufactured home and its
4 appurtenances to a new location within 50 miles from the
5 manufactured home park; or

6 (b) If the new location is more than 50 miles from the
7 manufactured home park, the cost of moving the manufactured
8 home for the first 50 miles,
9 including fees for inspection, any deposits for connecting utilities,
10 and the cost of taking down, moving, setting up and leveling the
11 manufactured home and its appurtenances in the new lot or park.

12 ~~2.~~ ***3. If the tenant chooses not to move the manufactured***
13 ***home, the manufactured home cannot be moved without being***
14 ***structurally damaged, or there is no manufactured home park***
15 ***within 50 miles that is willing to accept the manufactured home,***
16 ***the landlord:***

17 (a) *May remove and dispose of the manufactured home; and*

18 (b) *Shall pay to the tenant the fair market value of the*
19 ***manufactured home less the reasonable cost of removing and***
20 ***disposing of the manufactured home.***

21 ***4.*** Written notice of the closure must be served on each tenant
22 in the manner provided in NRS 40.280, giving the tenant at least
23 180 days after the date of the notice before he is required to move
24 his manufactured home from the lot.

25 ***5. For the purposes of this section, the fair market value of a***
26 ***manufactured home and the reasonable cost of removing and***
27 ***disposing of a manufactured home must be determined by:***

28 (a) *A dealer licensed pursuant to chapter 489 of NRS who is*
29 *agreed upon by the landlord and tenant; or*

30 (b) *If the landlord and tenant cannot agree pursuant to*
31 ***paragraph (a), a dealer licensed pursuant to chapter 489 of NRS***
32 ***who is selected for this purpose by the Division.***

33 **Sec. 11.** NRS 118B.183 is hereby amended to read as follows:

34 118B.183 1. A landlord may convert an existing
35 manufactured home park to any other use of the land if the change is
36 approved by the appropriate local zoning board, planning
37 commission or governing body, and:

38 (a) The landlord gives notice in writing to each tenant within 5
39 days after he files his application for the change in land use with the
40 local zoning board, planning commission or governing body;

41 (b) The landlord pays ~~1:~~

42 ~~(1) The cost of moving the tenant's manufactured home and~~
43 ~~its appurtenances to a new location within 50 miles from the~~
44 ~~manufactured home park; or~~



1 ~~—— (2) If the new location is more than 50 miles from the~~
2 ~~manufactured home park, the cost of moving the manufactured~~
3 ~~home for the first 50 miles,~~
4 ~~including fees for inspection, any deposits for connecting utilities~~
5 ~~and the cost of taking down, moving, setting up and leveling his~~
6 ~~manufactured home and its appurtenances in the new lot or park;]~~
7 *the amount described in subsection 2 or 3, in accordance with the*
8 *choice of the tenant; and*

9 (c) After the landlord is granted final approval of the change by
10 the appropriate local zoning board, planning commission or
11 governing body, written notice is served on each tenant in the
12 manner provided in NRS 40.280, giving the tenant at least 180 days
13 after the date of the notice before he is required to move his
14 manufactured home from the lot.

15 2. *If the tenant chooses to move the manufactured home, the*
16 *landlord shall pay to the tenant:*

17 (a) *The cost of moving the tenant's manufactured home and*
18 *its appurtenances to a new location within 50 miles from the*
19 *manufactured home park; or*

20 (b) *If the new location is more than 50 miles from the*
21 *manufactured home park, the cost of moving the manufactured*
22 *home for the first 50 miles,*
23 *including fees for inspection, any deposits for connecting utilities*
24 *and the cost of taking down, moving, setting up and leveling his*
25 *manufactured home and its appurtenances in the new lot or park.*

26 3. *If the tenant chooses not to move the manufactured home,*
27 *the manufactured home cannot be moved without being*
28 *structurally damaged, or there is no manufactured home park*
29 *within 50 miles that is willing to accept the manufactured home,*
30 *the landlord:*

31 (a) *May remove and dispose of the manufactured home; and*

32 (b) *Shall pay to the tenant the fair market value of the*
33 *manufactured home less the reasonable cost of removing and*
34 *disposing of the manufactured home.*

35 4. A landlord shall not increase the rent of any tenant for 180
36 days before applying for a change in land use, permit or variance
37 affecting the manufactured home park.

38 ~~[3.]~~ 5. *For the purposes of this section, the fair market value*
39 *of a manufactured home and the reasonable cost of removing and*
40 *disposing of a manufactured home must be determined by:*

41 (a) *A dealer licensed pursuant to chapter 489 of NRS who is*
42 *agreed upon by the landlord and tenant; or*

43 (b) *If the landlord and tenant cannot agree pursuant to*
44 *paragraph (a), a dealer licensed pursuant to chapter 489 of NRS*
45 *who is selected for this purpose by the Division.*



1 6. The provisions of this section do not apply to a corporate
2 cooperative park.

3 **Sec. 12.** NRS 118B.190 is hereby amended to read as follows:

4 118B.190 1. A written agreement between a landlord and
5 tenant for the rental or lease of a manufactured home lot in a
6 manufactured home park in this state, or for the rental or lease of a
7 lot for a recreational vehicle in an area of a manufactured home park
8 in this state other than an area designated as a recreational vehicle
9 lot pursuant to the provisions of subsection 6 of NRS 40.215, must
10 not be terminated by the landlord except upon notice in writing to
11 the tenant served in the manner provided in NRS 40.280:

12 (a) ~~Five~~ *Except as otherwise provided in paragraph (b), 5*
13 *days in advance if the termination is because the conduct of the*
14 *tenant constitutes a nuisance as* ~~described in subsection 6 of~~
15 ~~NRS 118B.200.~~

16 ~~—(b) Ten~~ *defined in NRS 40.140 or violates a state law or local*
17 *ordinance.*

18 **(b)** *Three days in advance upon the issuance of temporary writ*
19 *of restitution pursuant to NRS 40.300 on the grounds that a*
20 *nuisance as defined in NRS 40.140 has occurred in the park by*
21 *the act of a tenant or any guest, visitor or other member of a*
22 *tenant's household consisting of any of the following specific*
23 *activities:*

24 **(1)** *Discharge of a weapon.*

25 **(2)** *Prostitution.*

26 **(3)** *Illegal drug manufacture or use.*

27 **(4)** *Child molestation or abuse.*

28 **(5)** *Property damage as a result of vandalism.*

29 **(6)** *Operating a vehicle while under the influence of*
30 *alcohol or any other controlled substance.*

31 **(7)** *Elder molestation or abuse.*

32 **(c)** *Except as otherwise provided in subsection 6, 10* days in
33 advance if the termination is because of failure of the tenant to pay
34 rent, utility charges or reasonable service fees.

35 ~~Five~~ **(d)** One hundred eighty days in advance if the termination
36 is because of a change in the use of the land by the landlord
37 pursuant to NRS 118B.180.

38 ~~Four~~ **(e)** Forty-five days in advance if the termination is for any
39 other reason.

40 2. The landlord shall specify in the notice the reason for the
41 termination of the agreement. The reason relied upon for the
42 termination must be set forth with specific facts so that the date,
43 place and circumstances concerning the reason for the termination
44 can be determined. The termination must be in accordance with the
45 provisions of NRS 118B.200 and reference alone to a provision of



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1 that section does not constitute sufficient specificity pursuant to this
2 subsection.

3 3. The service of such a notice does not enhance the landlord's
4 right, if any, to enter the tenant's manufactured home. Except in an
5 emergency, the landlord shall not enter the manufactured home of
6 the tenant served with such a notice without the tenant's permission
7 or a court order allowing the entry.

8 4. If a tenant remains in possession of the manufactured home
9 lot after expiration of the term of the rental agreement, the tenancy
10 is from week to week in the case of a tenant who pays weekly rent,
11 and in all other cases the tenancy is from month to month. The
12 tenant's continued occupancy is on the same terms and conditions as
13 were contained in the rental agreement unless specifically agreed
14 otherwise in writing.

15 5. The landlord and tenant may agree to a specific date for
16 termination of the agreement. If any provision of this chapter
17 specifies a period of notice which is longer than the period of a
18 particular tenancy, the required length of the period of notice is
19 controlling.

20 *6. Notwithstanding any provision of NRS 40.215 to 40.425,*
21 *inclusive, if a tenant who is not a natural person has received*
22 *three notices for nonpayment of rent in accordance with*
23 *subsection 1, the landlord is not required to give the tenant a*
24 *further 10-day notice in advance of termination if the termination*
25 *is because of failure to pay rent, utility charges or reasonable*
26 *service fees.*

27 **Sec. 13.** NRS 118B.200 is hereby amended to read as follows:

28 118B.200 **1.** Notwithstanding the expiration of a period of a
29 tenancy, the rental agreement described in NRS 118B.190 may not
30 be terminated except for:

31 ~~(1)~~ **(a)** Failure of the tenant to pay rent, utility charges or
32 reasonable service fees within 10 days after written notice of
33 delinquency served upon the tenant in the manner provided in
34 NRS 40.280;

35 ~~(2)~~ **(b)** Failure of the tenant to correct any noncompliance with
36 a law, ordinance or governmental regulation pertaining to
37 manufactured homes or recreational vehicles or a valid rule or
38 regulation established pursuant to NRS 118B.100 or to cure any
39 violation of the rental agreement within a reasonable time after
40 receiving written notification of noncompliance or violation;

41 ~~(3)~~ **(c)** Conduct of the tenant in the manufactured home park
42 which constitutes an annoyance to other tenants;

43 ~~(4)~~ **(d)** Violation of valid rules of conduct, occupancy or use of
44 park facilities after written notice of the violation is served upon the
45 tenant in the manner provided in NRS 40.280;



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1 ~~[(5)]~~ (e) A change in the use of the land by the landlord pursuant
2 to NRS 118B.180;

3 ~~[(6)]~~ (f) Conduct of the tenant which constitutes a nuisance as
4 defined in NRS 40.140 or which violates a state law or local
5 ordinance ~~[(e)]~~

6 ~~—7.]~~ , specifically including, without limitation:

- 7 (1) *Discharge of a weapon;*
8 (2) *Prostitution;*
9 (3) *Illegal drug manufacture or use;*
10 (4) *Child molestation or abuse;*
11 (5) *Elder molestation or abuse;*
12 (6) *Property damage as a result of vandalism; and*
13 (7) *Operating a motor vehicle while under the influence of*
14 *alcohol or any other controlled substance; or*

15 (g) In a manufactured home park that is owned by a nonprofit
16 organization or housing authority, failure of the tenant to meet
17 qualifications relating to age or income which:

18 ~~[(a)]~~ (1) Are set forth in the lease signed by the tenant; and

19 ~~[(b)]~~ (2) Comply with federal, state and local law.

20 2. *A tenant who is not a natural person and who has received*
21 *three or more 10-day notices to quit for failure to pay rent in the*
22 *preceding 12-month period may have his tenancy terminated by*
23 *the landlord for habitual failure to pay timely rent.*

24 **Sec. 14.** NRS 40.251 is hereby amended to read as follows:

25 40.251 1. A tenant of real property, a recreational vehicle or a
26 mobile home for a term less than life is guilty of an unlawful
27 detainer when having leased:

28 ~~[(1)]~~ (a) Real property, except as otherwise provided in this
29 section, or a mobile home for an indefinite time, with monthly or
30 other periodic rent reserved, he continues in possession thereof, in
31 person or by subtenant, without the landlord's consent after the
32 expiration of a notice of:

33 ~~[(a)]~~ (1) For tenancies from week to week, at least 7 days;

34 ~~[(b)]~~ ~~For~~

35 (2) *Except as otherwise provided in subsection 2, for* all
36 other periodic tenancies, at least 30 days; or

37 ~~[(c)]~~ (3) For tenancies at will, at least 5 days.

38 ~~[(2)]~~ (b) A dwelling unit subject to the provisions of chapter
39 118A of NRS, he continues in possession, in person or by subtenant,
40 without the landlord's consent after expiration of:

41 ~~[(a)]~~ (1) The term of the rental agreement or its termination and,
42 except as otherwise provided in ~~[(paragraph (b))]~~ *subparagraph (2)*,
43 the expiration of a notice of ~~[(a)]~~ :

44 (1) *At* least 7 days for tenancies from week to week ; and



1 (II) *Except as otherwise provided in subsection 2, at*
2 *least* 30 days for all other periodic tenancies; or
3 ~~[(b)]~~ (2) A notice of at least 5 days where the tenant has failed
4 to perform his basic or contractual obligations under chapter 118A
5 of NRS.
6 ~~[(3)]~~ (c) A mobile home lot subject to the provisions of chapter
7 118B of NRS, or a lot for a recreational vehicle in an area of a
8 mobile home park other than an area designated as a recreational
9 vehicle lot pursuant to the provisions of subsection 6 of NRS
10 40.215, he continues in possession, in person or by subtenant,
11 without the landlord's consent ~~[-after-]~~ :
12 (1) *After* notice has been given pursuant to NRS 118B.115,
13 118B.170 or 118B.190 and the period of the notice has expired ~~[-~~
14 ~~4.-]~~ ; or
15 (2) *If the person is not a natural person and has received*
16 *three notices for nonpayment of rent within a 12-month period,*
17 *immediately upon failure to pay timely rent.*
18 (d) A recreational vehicle lot, he continues in possession, in
19 person or by subtenant, without the landlord's consent, after the
20 expiration of a notice of at least 5 days.
21 2. *Except as otherwise provided in this section, if a tenant*
22 *with a periodic tenancy pursuant to paragraph (a) or (b) of*
23 *subsection 1, other than a tenancy from week to week, is 60 years*
24 *of age or older or has a physical or mental disability, the tenant*
25 *may request to be allowed to continue in possession for an*
26 *additional 30 days beyond the time specified in subsection 1 by*
27 *submitting a written request for an extended period and providing*
28 *proof of his age or disability. A landlord may not be required to*
29 *allow a tenant to continue in possession if a shorter notice is*
30 *provided pursuant to subparagraph (2) of paragraph (b) of*
31 *subsection 1.*
32 3. *Any notice provided pursuant to paragraph (a) or (b) of*
33 *subsection 1 must include a statement advising the tenant of the*
34 *provisions of subsection 2.*
35 4. *If a landlord rejects a request to allow a tenant to continue*
36 *in possession for an additional 30 days pursuant to subsection 2,*
37 *the tenant may petition the court for an order to continue in*
38 *possession for the additional 30 days. If the tenant submits proof*
39 *to the court that he is entitled to request such an extension, the*
40 *court may grant the petition and enter an order allowing the*
41 *tenant to continue in possession for the additional 30 days. If*
42 *the court denies the petition, the tenant must be allowed to*
43 *continue in possession for 5 calendar days following the date of*
44 *entry of the order denying the petition.*



1 **Sec. 15.** This act becomes effective on July 1, 2003.

