

Amendment No. 768

Senate Amendment to Assembly Bill No. 284 First Reprint (BDR 10-525)

Proposed by: Senate Committee on Commerce, Labor and Energy**Amends:** Summary: No Title: No Preamble: No Joint Sponsorship: No Digest: Yes

ASSEMBLY ACTION				Initial and Date	SENATE ACTION				Initial and Date
Adopted	<input type="checkbox"/>	Lost	<input type="checkbox"/>	_____	Adopted	<input type="checkbox"/>	Lost	<input type="checkbox"/>	_____
Concurred In	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____	Concurred In	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____
Receded	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____	Receded	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) *green bold italic underlining* is new language proposed in this amendment; (3) ~~red strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) orange double underlining is deleted language in the original bill that is proposed to be retained in this amendment; and (6) *green bold underlining* is newly added transitory language.

DY/BAW



Date: 5/21/2013

A.B. No. 284—Provides for the early termination of certain rental agreements by victims of domestic violence. (BDR 10-525)



ASSEMBLY BILL NO. 284—ASSEMBLYMEN FLORES;
AND ELLIOT ANDERSON

MARCH 15, 2013

Referred to Committee on Commerce and Labor

SUMMARY—Provides for the early termination of certain rental agreements by victims of domestic violence. (BDR 10-525)

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 residential leasing; providing for the early termination of certain rental agreements by victims of domestic violence under certain circumstances; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

This bill provides, under certain circumstances, for the early termination of a rental agreement if a tenant, cotenant or household member is a victim of domestic violence. **Section 1.3** of this bill: (1) establishes provisions concerning notice requirements for such an early termination; (2) establishes provisions concerning liability of unpaid amounts relating to the termination of a rental agreement; ~~and~~ (3) requires a landlord to install a new lock onto the dwelling of certain persons who are victims of domestic violence **1.3**; and (4) **establishes certain limitations concerning the disclosure to a prospective landlord of an early termination pursuant to this bill.**

Section 1.7 of this bill establishes the form in which an affidavit submitted by a tenant or cotenant in support of a notice to terminate a rental agreement pursuant to this bill must be made.

Existing law prohibits a landlord from taking certain retaliatory actions against a tenant. (NRS 118A.510) **Section 2** of this bill prohibits a landlord from taking certain retaliatory actions against a tenant, cotenant or household member who is a victim of domestic violence or who terminates a rental agreement because he or she is a victim of domestic violence.

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

Section 1. Chapter 118A of NRS is hereby amended by adding thereto ~~the~~ **new section to read as follows:** **the provisions set forth as sections 1.3 and 1.7 of this act.**

Sec. 1.3. 1. Notwithstanding any provision in a rental agreement to the contrary, if a tenant, cotenant or household member is the victim of domestic violence, the tenant or any cotenant may terminate the rental agreement by

1 giving the landlord written notice of termination effective at the end of the
2 current rental period or 30 days after the notice is provided to the landlord,
3 whichever occurs sooner.

4 2. The written notice provided to a landlord pursuant to subsection 1 must
5 describe the reason for the termination of the rental agreement and be
6 accompanied by:

7 (a) A copy of an order for protection against domestic violence issued to the
8 tenant, cotenant or household member who is the victim of domestic violence;

9 (b) A copy of a written report from a law enforcement agency indicating that
10 the tenant, cotenant or household member notified the law enforcement agency
11 of the domestic violence; or

12 (c) A copy of a written affidavit in the form prescribed pursuant to section
13 1.7 of this act and signed by a qualified third party acting in his or her official
14 capacity stating that the tenant, cotenant or household member is a victim of
15 domestic violence ~~and~~ and identifying the adverse party.

16 3. A tenant or cotenant may terminate a rental agreement pursuant to this
17 section only if the actions, events or circumstances that resulted in the tenant,
18 cotenant or household member becoming a victim of domestic violence occurred
19 within the 90 days immediately preceding the written notice of termination to the
20 landlord.

21 4. A tenant or cotenant who terminates a rental agreement pursuant to this
22 section is only liable, if solely or jointly liable for purposes of the rental
23 agreement, for any rent owed or required to be paid through the date of
24 termination and any other outstanding obligations. If the tenant or cotenant has
25 prepaid rent that would apply for the rental period in which the rental agreement
26 is terminated, the landlord may retain the prepaid rent and no refund is due to
27 the tenant or cotenant unless the amount of the prepaid rent exceeds what is
28 owed for that rental period. Except as otherwise provided in NRS 118A.242, if the
29 tenant or cotenant has paid a security deposit, the deposit must not be withheld
30 for the early termination of the rental agreement if the rental agreement is
31 terminated pursuant to this section.

32 5. A person who is named as the adverse party may be civilly liable for all
33 economic losses incurred by a landlord for the early termination of a rental
34 agreement pursuant to this section, including, without limitation, unpaid rent,
35 fees relating to early termination, costs for the repair of any damages to the
36 dwelling and any reductions in or waivers of rent previously extended to the
37 tenant or cotenant who terminates the rental agreement pursuant to this section.

38 6. A landlord shall not provide to an adverse party any information
39 concerning the whereabouts of a tenant, cotenant or household member if the
40 tenant or cotenant provided notice pursuant to subsection 1.

41 7. If a tenant or cotenant provided notice pursuant to subsection 1, the
42 tenant, cotenant or a household member may require the landlord to install a new
43 lock onto the dwelling if the tenant, cotenant or household member pays the cost
44 of installing the new lock. A landlord complies with the requirements of this
45 subsection by:

46 (a) Rekeying the lock if the lock is in good working condition; or

47 (b) Replacing the entire locking mechanism with a new locking mechanism
48 of equal or superior quality.

49 8. A landlord who installs a new lock pursuant to subsection 7 may retain a
50 copy of the new key. Notwithstanding any provision in a rental agreement to the
51 contrary, the landlord shall:

52 (a) Refuse to provide a key which unlocks the new lock to an adverse party.

(b) Refuse to provide to an adverse party, whether or not that party is a tenant, cotenant or household member, access to the dwelling to reclaim property unless a law enforcement officer is present.

9. This section shall not be construed to limit a landlord's right to terminate a rental agreement for reasons unrelated to domestic violence.

10. Notwithstanding any other provision of law, the termination of a rental agreement pursuant to this section:

(a) Must not be disclosed, described or characterized as an early termination by a current landlord to a prospective landlord; and

(b) Is not required to be disclosed as an early termination by a tenant or cotenant to a prospective landlord.

11. As used in this section:

(a) "Adverse party" means a person who is named in an order for protection against domestic violence, a written report from a law enforcement agency or a written statement from a qualified third party and who is alleged to be the cause of the early termination of a rental agreement pursuant to this section.

(b) "Cotenant" means a tenant who, pursuant to a rental agreement, is entitled to occupy a dwelling that another tenant is also entitled to occupy pursuant to the same rental agreement.

(c) "Domestic violence" means the commission of any act described in NRS 33.018.

(d) "Household member" means any person who is related by blood or marriage and is actually residing with a tenant or cotenant.

(e) "Qualified third party" means:

(1) A physician licensed to practice in this State.

(2) A psychiatrist licensed to practice medicine in this State and certified by the American Board of Psychiatry and Neurology, Inc. or the American Osteopathic Board of Neurology and Psychiatry of the American Osteopathic Association;

~~[(2)]~~ (3) A psychologist licensed to practice in this State;

~~[(3)]~~ (4) A social worker licensed to practice in this State;

~~[(4)]~~ (5) A registered nurse holding a master's degree in the field of psychiatric nursing and licensed to practice professional nursing in this State;

~~[(5)]~~ (6) A marriage and family therapist or clinical professional counselor licensed to practice in this State pursuant to chapter 641A of NRS;

~~[(6)]~~ (7) Any person employed by an agency or service which advises persons regarding domestic violence or refers them to persons or agencies where their request and needs can be met and who is licensed to provide health care pursuant to the provisions of title 54 of NRS, or is a member of the board of directors or serves as the executive director of an agency or service which advises persons regarding domestic violence or refers them to persons or agencies where their request and needs can be met;

~~[(7)]~~ (7) A person who serves as a volunteer on the board of directors, or as a volunteer executive director, of an agency or service which is staffed, directed and managed entirely by volunteers and which has no paid employees and who advises persons regarding domestic violence or refers them to persons or agencies where their request and needs can be met; or

(8) Any member of the clergy or of a church or religious society or denomination that is recognized as exempt under section 501(c)(3) of the Internal Revenue Code of 1986, 26 U.S.C. § 501 (c)(3), who has been chosen, elected or appointed in conformity with the constitution, canons, rites, regulations or discipline of the church or religious society or denomination.

Sec. 1.7. An affidavit submitted by a tenant or cotenant pursuant to section 1.3 of this act must be in substantially the following form:

(Name of the qualified third party, as defined in section 1.3 of this act, including, if applicable, the name of the organization with which the qualified third party is affiliated)

I (and/or)
(name of cotenant or household member)
am a victim of domestic violence as defined in section 1.3 of this act.

Brief description of incident(s) constituting domestic violence:

The incident(s) that I described above occurred on the following date(s) and time(s), and in the following locations:

The incident(s) that I described above were committed by the following person(s):

I state under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Dated this day of, 20....., at (city), Nevada,

.....
(Signature of tenant, cotenant
or household member)

I verify that the person whose signature appears above was a victim of domestic violence and that the person informed me of the name of the adverse party as defined in section 1.3 of this act.

Dated this day of, 20....., at (city), Nevada,

.....
(Signature of qualified third party)

Sec. 2. NRS 118A.510 is hereby amended to read as follows:

118A.510 1. Except as otherwise provided in subsection 3, the landlord may not, in retaliation, terminate a tenancy, refuse to renew a tenancy, increase rent or decrease essential items or services required by the rental agreement or this chapter, or bring or threaten to bring an action for possession if:

(a) The tenant has complained in good faith of a violation of a building, housing or health code applicable to the premises and affecting health or safety to a

governmental agency charged with the responsibility for the enforcement of that code;

(b) The tenant has complained in good faith to the landlord or a law enforcement agency of a violation of this chapter or of a specific statute that imposes a criminal penalty;

(c) The tenant has organized or become a member of a tenant's union or similar organization;

(d) A citation has been issued resulting from a complaint described in paragraph (a);

(e) The tenant has instituted or defended against a judicial or administrative proceeding or arbitration in which the tenant raised an issue of compliance with the requirements of this chapter respecting the habitability of dwelling units;

(f) The tenant has failed or refused to give written consent to a regulation adopted by the landlord, after the tenant enters into the rental agreement, which requires the landlord to wait until the appropriate time has elapsed before it is enforceable against the tenant; ~~for~~

(g) The tenant has 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 NRS 118.010 to 118.120, inclusive, or the Fair Housing Act of 1968, 42 U.S.C. §§ 3601 et seq., or has otherwise exercised rights which are guaranteed or protected under those laws ~~for~~; or

(h) The tenant or, if applicable, a cotenant or household member, is a victim of domestic violence or terminates a rental agreement pursuant to section ~~HH~~ 1.3 of this act.

2. If the landlord violates any provision of subsection 1, the tenant is entitled to the remedies provided in NRS 118A.390 and has a defense in any retaliatory action by the landlord for possession.

3. A landlord who acts under the circumstances described in subsection 1 does not violate that subsection if:

(a) The violation of the applicable building, housing or health code of which the tenant complained was caused primarily by the lack of reasonable care by the tenant, a member of his or her household or other person on the premises with his or her consent;

(b) The tenancy is terminated with cause;

(c) A citation has been issued and compliance with the applicable building, housing or health code requires alteration, remodeling or demolition and cannot be accomplished unless the tenant's dwelling unit is vacant; or

(d) The increase in rent applies in a uniform manner to all tenants.

➤ The maintenance of an action under this subsection does not prevent the tenant from seeking damages or injunctive relief for the landlord's failure to comply with the rental agreement or maintain the dwelling unit in a habitable condition as required by this chapter.

4. *As used in this section:*

(a) *"Cotenant" has the meaning ascribed to it in section ~~HH~~ 1.3 of this act.*

(b) *"Domestic violence" has the meaning ascribed to it in section ~~HH~~ 1.3 of this act.*

(c) *"Household member" has the meaning ascribed to it in section ~~HH~~ 1.3 of this act.*

Sec. 3. This act becomes effective on July 1, 2013.