

CHAPTER.....

AN ACT relating to commercial tenancies; revising provisions relating to prohibitions on a landlord's interference with a tenant's use of commercial premises under certain circumstances; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law prohibits a landlord from interfering in certain matters with a tenant's use of commercial premises. Existing law also requires a landlord or a landlord's agent who has changed the door locks of a commercial tenant who is delinquent in paying rent to place a written notice for a period of not less than 5 business days on the front door of the premises which states information regarding how a tenant may obtain a new key. (NRS 118C.200) **Section 13** of this bill eliminates this minimum posting period. Additionally, **section 13** requires a landlord to provide a tenant with written notice of delinquency in paying rent and of the landlord's intent to change the door locks by certified mail at least 3 days before changing the door locks of the tenant. Further, **section 13** authorizes a tenant to terminate the lease if the landlord or the landlord's agent violates the provisions of **section 13**.

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

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

Sections 1-12. (Deleted by amendment.)

Sec. 13. NRS 118C.200 is hereby amended to read as follows:

118C.200 1. A landlord or a landlord's agent may not interrupt or cause the interruption of utility service paid for directly to the utility company by a tenant unless the interruption results from construction, bona fide repairs or an emergency.

2. A landlord may not remove:

(a) A door, window or attic hatchway cover;

(b) A lock, latch, hinge, hinge pin, doorknob or other mechanism connected to a door, window or attic hatchway cover; or

(c) Furniture, fixtures or appliances furnished by the landlord,

↪ from commercial premises unless the landlord removes the item for a bona fide repair or replacement. If a landlord removes any of the items listed in this subsection for a bona fide repair or replacement, the repair or replacement must be promptly performed.

3. A landlord may not intentionally prevent a tenant from entering the commercial premises except by judicial process unless the exclusion results from:



- (a) Construction, bona fide repairs or an emergency;
- (b) Removing the contents of commercial premises abandoned by a tenant; or

(c) Changing the door locks of a tenant who is delinquent in paying at least part of the rent ~~if~~ *if landlord has provided the tenant with written notice of the delinquency and of the landlord's intent to change the door locks by certified mail, return receipt requested, at least 3 days before changing the door locks.*

4. If a landlord or a landlord's agent changes the door lock of commercial premises leased to a tenant who is delinquent in paying rent, the landlord or agent must ~~for a period of not less than 5 business days,~~ place a written notice on the front door of the commercial premises stating the name and the address or telephone number of the person or company from which the new key may be obtained. The new key is required to be provided only during the regular business hours of the tenant and only if the tenant pays the delinquent rent.

5. If a landlord or a landlord's agent violates this section, the tenant may:

(a) Recover possession of the commercial premises ~~if~~ *or terminate the lease;* and

(b) Recover from the landlord an amount equal to the sum of the tenant's actual damages, 1 month's rent or \$500, whichever is greater, reasonable attorney's fees and court costs, less any delinquent rents or other sums for which the tenant is liable to the landlord.

6. A ~~rental agreement~~ *lease* supersedes this section to the extent of any conflict.

Secs. 14-17. (Deleted by amendment.)

