

Amendment No. 527

Assembly Amendment to Assembly Bill No. 161 (BDR 10-733)

Proposed by: Assembly Committee on Commerce and Labor

Amends: Summary: Yes Title: Yes Preamble: No Joint Sponsorship: No Digest: Yes

ASSEMBLY ACTION				Initial and Date	SENATE ACTION				Initial and Date
Adopted	☐	Lost	☐	_____	Adopted	☐	Lost	☐	_____
Concurred In	☐	Not	☐	_____	Concurred In	☐	Not	☐	_____
Receded	☐	Not	☐	_____	Receded	☐	Not	☐	_____

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of green bold underlining is language proposed to be added 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 proposed to be retained in this amendment.

JFD/EGO



Date: 4/22/2017

A.B. No. 161—Requires the notarization of certain rental agreements.

(BDR 10-733)



ASSEMBLY BILL NO. 161—ASSEMBLYMAN FLORES

PREFILED FEBRUARY 13, 2017

Referred to Committee on Commerce and Labor

SUMMARY—~~[Requires the notarization of]~~ Revises provisions relating to certain rental agreements. (BDR 10-733)

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 real property; requiring certain rental agreements to ~~be notarized;~~ contain certain disclosures; creating certain presumptions with respect to certain crimes involving real property; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law sets forth certain requirements relating to a written rental agreement. (NRS 118A.200) ~~[This]~~ Section 1 of this bill requires a written rental agreement for a single-family residence to ~~be notarized;~~ contain a disclosure which states that: (1) there are rebuttable presumptions in sections 1.3 and 1.7 of this bill that the tenant does not have lawful occupancy of the residence unless the agreement is notarized and contains certain contact information for the landlord or the landlord's representative; and (2) the agreement is valid and enforceable regardless of whether the agreement is notarized or contains certain contact information for the landlord or the landlord's representative.

Sections 1.3 and 1.7 of this bill create rebuttable presumptions that a person who forcibly enters or takes up residence in an uninhabited or vacant dwelling knows that his or her entry or residency is without permission of the owner or the owner's representative unless he or she provides a written rental agreement that is notarized and contains certain contact information for the owner or the owner's representative.

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

Section 1. NRS 118A.200 is hereby amended to read as follows:

1. Any written agreement for the use and occupancy of a dwelling unit or premises must be signed by the landlord or his or her agent and the tenant or his or her agent.

2. The landlord shall provide one copy of any written agreement described in subsection 1 to the tenant free of cost at the time the agreement is executed and, upon request of the tenant, provide additional copies of any such agreement to the tenant within a reasonable time. The landlord may charge a reasonable fee for providing the additional copies.

3. Any written rental agreement must contain, but is not limited to, provisions relating to the following subjects:

- (a) Duration of the agreement.
- (b) Amount of rent and the manner and time of its payment.
- (c) Occupancy by children or pets.
- (d) Services included with the dwelling rental.
- (e) Fees which are required and the purposes for which they are required.
- (f) Deposits which are required and the conditions for their refund.
- (g) Charges which may be required for late or partial payment of rent or for return of any dishonored check.
- (h) Inspection rights of the landlord.
- (i) A listing of persons or numbers of persons who are to occupy the dwelling.
- (j) Respective responsibilities of the landlord and the tenant as to the payment of utility charges.
- (k) A signed record of the inventory and condition of the premises under the exclusive custody and control of the tenant.
- (l) A summary of the provisions of NRS 202.470.
- (m) Information regarding the procedure pursuant to which a tenant may report to the appropriate authorities:

- (1) A nuisance.
- (2) A violation of a building, safety or health code or regulation.
- (n) Information regarding the right of the tenant to engage in the display of the flag of the United States, as set forth in NRS 118A.325.

4. ~~Any~~ In addition to the provisions required by subsection 3, any written rental agreement for a single-family residence must ~~be notarized.~~ contain a disclosure at the top of the first page of the agreement, in a font size at least two times larger than any other font size in the agreement, which states that:

(a) There are rebuttable presumptions in NRS 205.0813 and 205.0817 that the tenant does not have lawful occupancy of the dwelling unless the agreement:

- (1) Is notarized; and
- (2) Includes the current address and telephone number of the landlord or his or her authorized representative; and

(b) The agreement is valid and enforceable against the landlord and the tenant regardless of whether the agreement:

- (1) Is notarized; or
- (2) Includes the current address and telephone number of the landlord or his or her authorized representative.

5. The absence of a written agreement raises a disputable presumption that:

- (a) There are no restrictions on occupancy by children or pets.
- (b) Maintenance and waste removal services are provided without charge to the tenant.
- (c) No charges for partial or late payments of rent or for dishonored checks are paid by the tenant.
- (d) Other than normal wear, the premises will be returned in the same condition as when the tenancy began.

~~5-1~~ 6. It is unlawful for a landlord or any person authorized to enter into a rental agreement on his or her behalf to use any written agreement which does not conform to the provisions of this section, and any provision in an agreement which contravenes the provisions of this section is void.

7. As used in this section, "single-family residence" means a structures that is comprised of not more than four units. The term does not include a manufactured home as defined in NRS 118B.015.

Sec. 1.3. NRS 205.0813 is hereby amended to read as follows:

205.0813 1. A person who forcibly enters an uninhabited or vacant dwelling, knows or has reason to believe that such entry is without permission of the owner of the dwelling or an authorized representative of the owner and has the intent to take up residence or provide a residency to another therein is guilty of housebreaking.

2. A person is presumed to know that an entry described in subsection 1 is without the permission of the owner of the dwelling or an authorized representative of the owner unless the person provides a written rental agreement that:

(a) Is notarized; and

(b) Includes the current address and telephone number of the owner or authorized representative.

3. A person convicted of housebreaking is guilty of:

(a) For a first offense, a gross misdemeanor; and

(b) For a second and any subsequent offense, a category D felony and shall be punished as provided in NRS 193.130.

~~4.~~ 4. A person convicted of housebreaking and who has previously been convicted three or more times of housebreaking must not be released on probation or granted a suspension of sentence.

~~5.~~ 5. As used in this section, "forcibly enters" means an entry involving:

(a) Any act of physical force resulting in damage to the structure; or

(b) The changing or manipulation of a lock to gain access.

Sec. 1.7. NRS 205.0817 is hereby amended to read as follows:

205.0817 1. A person who takes up residence in an uninhabited or vacant dwelling and knows or has reason to believe that such residency is without permission of the owner of the dwelling or an authorized representative of the owner is guilty of unlawful occupancy.

2. A person is presumed to know that the residency described in subsection 1 is without the permission of the owner of the dwelling or an authorized representative of the owner unless the person provides a written rental agreement that:

(a) Is notarized; and

(b) Includes the current address and telephone number of the owner or authorized representative.

3. A person convicted of unlawful occupancy is guilty of a gross misdemeanor. A person convicted of unlawful occupancy and who has been convicted three or more times of unlawful occupancy is guilty of a category D felony and shall be punished as provided in NRS 193.130.

~~4.~~ 4. A person who is accused of unlawful occupancy pursuant to subsection 1 and has previously been convicted two times of housebreaking, unlawful occupancy or any lesser included or related offense, or any combination thereof, arising from the same set of facts is presumed to have obtained residency of the dwelling with the knowledge that:

(a) Any asserted lease is invalid; and

(b) Neither the owner nor an authorized representative of the owner permitted the residency.

Sec. 2. This act becomes effective on July 1, 2017.