

CHAPTER.....

AN ACT relating to real property; requiring a landlord or his or her agent to provide a tenant at least one method of paying rent or any other fee or charge that meets certain requirements; prohibiting a landlord or his or her agent from charging a tenant a fee to make a payment through an Internet website or online portal that exceeds the amount of any fee charged by the operator of the Internet website or online portal for the use of the website or portal; requiring a written rental agreement to separately identify any such fee under certain circumstances; authorizing a tenant to bring a civil action against a landlord who has committed certain violations; requiring a landlord or his or her agent to provide, upon request, a copy of a written rental agreement to a prospective tenant; requiring a landlord to refund certain fees collected from a prospective tenant under certain circumstances; prohibiting a landlord from collecting certain application fees; requiring certain references to the amount of rent due under a rental agreement to be set forth in a certain manner; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law sets forth certain requirements relating to a written rental agreement and requires any written agreement for the use and occupancy of a dwelling unit or premises to contain provisions relating to the amount of rent due and the manner and time of its payment. (NRS 118A.200) **Section 5** of this bill requires that, in each place where a landlord lists the amount of rent due under a rental agreement and in any reference to the amount of rent due in a written rental agreement, the rent must be set forth as a single figure representing the maximum total amount of periodic rent that includes the amount of any mandatory fees to be charged to the tenant in addition to the base rent. **Section 5** prohibits a landlord from charging a tenant an amount of periodic rent that exceeds the maximum total amount of rent due under the written rental agreement, as set forth in the manner required by **section 5**. **Section 5** also authorizes a landlord, under certain circumstances, to charge a monthly fee in an amount which is equal to the cost for the electric, natural gas or water service provided in the individual dwelling unit of the tenant that is not included in the single figure representing the maximum total amount of periodic rent due, subject to certain requirements. **Section 4** of this bill requires a landlord or his or her agent, upon request, to provide a prospective tenant with a copy of the written rental agreement, if any, to which the prospective tenant would be subject if he or she were to become a tenant.

Section 2 of this bill requires a landlord or his or her agent to provide a tenant at least one method of paying rent or any other fee or charge which does not require the tenant to: (1) pay any fee or charge for using the method; or (2) provide information concerning a bank account of the tenant. **Section 2** also prohibits a landlord or his or her agent who allows a tenant to pay rent or any other fee or charge through an Internet website or online portal from charging the tenant a fee to



make a payment through the Internet website or online portal in an amount that exceeds the amount of any fee charged by the operator of the Internet website or online portal for the use of the Internet website or online portal. **Section 2** requires the amount of any fee to be charged to the tenant by the landlord or his or her agent for the use of an Internet website or online portal to make a payment to be separately identified in any written rental agreement.

Section 4.5 of this bill requires a landlord who collects from a prospective tenant any fee to apply to rent a dwelling unit to refund the fee if the landlord: (1) rents the dwelling unit to a different prospective tenant; and (2) does not conduct the activity for which the fee was collected. **Section 4.5** also prohibits a landlord from collecting an application fee, a fee to obtain a credit report or a fee to obtain a background check for a minor who is a member of the household of the prospective tenant.

Section 3 of this bill authorizes a tenant who is aggrieved by a violation of the requirements of **section 5** concerning the manner in which rent must be listed or referenced in a written rental agreement or the prohibition set forth in **section 5** on charging a tenant an amount of periodic rent that exceeds the amount of rent due under a written rental agreement to bring a civil action for such a violation. **Section 3** requires a court to award certain relief to a tenant who prevails in such an action.

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:

Section 1. Chapter 118A of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 4.5, inclusive, of this act.

Sec. 2. 1. *A landlord or his or her agent shall provide a tenant at least one method of paying rent or any other fee or charge which does not require the tenant to:*

(a) Pay any fee or charge for using the method; or

(b) Provide information concerning a bank account of the tenant. The provisions of this paragraph do not prohibit any payment which is made by a check that contains such information.

2. If a landlord or his or her agent allows a tenant to pay rent or any other fee or charge through an Internet website or online portal:

(a) The landlord or his or her agent shall not charge the tenant a fee to make a payment through the Internet website or online portal in an amount that exceeds the amount of any fee charged by the operator of the Internet website or online portal for the use of the Internet website or online portal; and

(b) The amount of any fee charged to the tenant by the landlord or his or her agent for the use of the Internet website or online portal must be separately identified in any written rental agreement.



Sec. 3. 1. *A tenant who is aggrieved by a violation of subsection 6 or 7 of NRS 118A.200 may bring a civil action in any court of competent jurisdiction for such a violation.*

2. If a tenant prevails in an action brought pursuant to subsection 1, the court shall award the tenant:

(a) Any damages the tenant has sustained that the court deems appropriate;

(b) Any equitable relief that the court deems appropriate;

(c) The tenant's costs in the action and reasonable attorney's fees; and

(d) Statutory damages of \$250 for each violation which involved deception.

Sec. 4. *A landlord or his or her agent shall, upon request, provide to a prospective tenant a copy of the written rental agreement, if any, to which the prospective tenant would be subject if he or she were to become a tenant.*

Sec. 4.5. 1. *A landlord who collects from a prospective tenant any fee to apply to rent a dwelling unit, including, without limitation, an application fee, a fee to obtain a credit report or a fee to obtain a background check, shall refund the fee to the prospective tenant if the landlord:*

(a) Rents the dwelling unit to a different prospective tenant; and

(b) Does not conduct the activity for which the fee was collected, including, without limitation, processing the application or obtaining a credit report or background check of the prospective tenant.

2. A landlord shall not collect an application fee, a fee to obtain a credit report or a fee to obtain a background check for a minor who is a member of the household of the prospective tenant.

3. As used in this section:

(a) "Household" means an association of persons who live in the same home or dwelling and who are related by blood, adoption, marriage or domestic partnership.

(b) "Minor" means a person who is under 18 years of age.

Sec. 5. *NRS 118A.200 is hereby amended to read as follows:*

118A.200 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 , *set forth in the manner required by subsection 6*, 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. In addition to the provisions required by subsection 3, any written rental agreement for a single-family residence which is not signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS must 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 or is signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS; 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 is signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS; 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.

6. *Except as otherwise provided in subsection 8, in each place where a landlord lists the amount of rent due under a rental agreement and in any reference in a written rental agreement to the amount of rent due under the agreement, the rent must be set forth as a single figure representing the maximum total amount of periodic rent that includes the amount of any mandatory fees to be charged to the tenant in addition to the base rent.*

7. *Except as otherwise provided in subsection 8, a landlord shall not charge a tenant an amount of periodic rent that exceeds the maximum total amount of rent due under a written rental agreement, as set forth in the manner required by subsection 6.*

8. *A landlord may charge a tenant a monthly fee in an amount which is equal to the cost for the electric, natural gas or water service provided in the individual dwelling unit of the tenant that is not included in the single figure representing the maximum total amount of periodic rent due required by subsection 6 if:*

(a) The applicable public utility is unable to contract directly with the tenant for the electric, natural gas or water service, as applicable, provided in the individual dwelling unit of the tenant and, in the written rental agreement, the single figure includes an asterisk or other reference symbol which:



(1) Is not less than one-half the font size of the single figure; and

(2) Corresponds to a statement on the same page of the written rental agreement as the single figure that:

(I) Informs the tenant that the applicable public utility is unable to contract with the tenant directly for the electric, natural gas or water service, as applicable, provided in the individual dwelling unit of the tenant;

(II) Contains the name and telephone number of each applicable public utility that is unable to contract directly with the tenant for the electric, natural gas or water service provided in the individual dwelling unit of the tenant; and

(III) Notifies the tenant that the monthly bill from the applicable public utility for the electric, natural gas or water service provided in the individual dwelling unit of the tenant will be charged to the tenant as a monthly fee in an amount which is equal to the cost of the monthly bill separate from the single figure; or

(b) For a monthly fee in an amount which is equal to the cost for the water service provided in the individual dwelling unit of the tenant, the dwelling unit is subject to a master-metered water system and, in the written rental agreement, the single figure includes an asterisk or other reference symbol which:

(1) Is not less than one-half the font size of the single figure; and

(2) Corresponds to a statement on the same page of the written rental agreement as the single figure that:

(I) Informs the tenant that the dwelling unit is subject to a master-metered water system; and

(II) Notifies the tenant that a fee for water service will be charged to the tenant as a monthly fee in an amount which is equal to the cost for the water service provided in the individual dwelling unit of the tenant separate from the single figure.

9. 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.

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



