

Senate Bill No. 201—Senators Pazina, Neal, Flores, Scheible, Krasner; Cannizzaro, Cruz-Crawford, Daly, Doñate, Dondero Loop, Ellison, Lange, Nguyen, Ohrenschall, Rogich, Steinbeck, Stone and Taylor

Joint Sponsors: Assemblymembers Roth, Nguyen; and Gallant

CHAPTER.....

AN ACT relating to religious and cultural expression; prohibiting a unit-owners' association, a unit's owner who rents or leases his or her unit or a landlord from imposing certain restrictions on the display of religious or cultural items; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law requires the unit-owners' association of a common-interest community to adopt bylaws and authorizes an association to amend bylaws and adopt rules and regulations concerning the community. (NRS 116.3102) **Section 1** of this bill restricts, with certain exceptions, an association or unit's owner who rents or leases his or her unit from prohibiting a unit's owner or occupant of a unit from engaging in the display of religious or cultural items. **Sections 1.3 and 1.7** of this bill impose a similar restriction on landlords.

For the purposes of these restrictions, **sections 1 and 1.3** define "display of religious or cultural items" to mean, in general, an item displayed or affixed in or on a unit or dwelling, as applicable, because of sincerely held religious or cultural beliefs, practices or traditions.

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 116 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in subsection 2 or 3, the executive board of an association or a unit's owner who rents or leases his or her unit shall not and the governing documents of an association or rental agreement must not prohibit a unit's owner or an occupant of a unit from engaging in the display of religious or cultural items within such physical portion of the common-interest community as that owner or occupant has a right to occupy and use exclusively.

2. The provisions of this section do not:

(a) Apply to a display of religious or cultural items that:



(1) Has a total size that is greater than 36 by 12 square inches or that exceeds the size of the door on which or whose frame on which the display of religious or cultural items is displayed or affixed;

(2) Has a total size that is greater than 36 by 12 square inches that is immediately adjacent or affixed to the entry of a unit;

(3) Threatens the health, safety or welfare of the public;

(4) Hinders the opening or closing of any entry door;

(5) Violates any federal, state or local law;

(6) Promotes discriminatory behavior; or

(7) Contains graphics, language or any display that is obscene or otherwise illegal.

(b) Preclude an association or a unit's owner who rents or leases his or her unit from adopting, and do not preclude the governing documents of an association or a rental agreement from setting forth, rules that reasonably restrict the placement and manner of the display of religious or cultural items by a unit's owner or an occupant of a unit.

3. An association or a unit's owner who is performing or causing to be performed any maintenance, repair or replacement of an entry door or doorframe of a unit may:

(a) Remove a display of religious or cultural items on the entry door or doorframe during the time the work is being performed in accordance with the provisions of this paragraph. An association or unit's owner shall, before temporarily removing a display of religious or cultural items pursuant to this paragraph, provide written notice at least 7 days before the work is performed, except in an emergency, to the affected unit's owner or occupant of the unit. If, following receipt of such written notice, the unit's owner or occupant consents to the removal of the display of religious or cultural items or fails, within a reasonable period, to respond to the written notice, then the association or unit's owner may temporarily remove the display of religious or cultural items. The association or unit's owner shall store the item or items with respect and in accordance with the appropriate religious or cultural practice, tradition or custom and document compliance with this paragraph. After the work is completed, the association or unit's owner shall return the display of religious or cultural items to the entry door or doorframe within 72 hours after the work is completed.

(b) Require the unit's owner or an occupant of the unit to remove a display of religious or cultural items on the entry door or



doorframe during the time the work is being performed in accordance with the provisions of this paragraph. An association or unit's owner shall, before requiring a unit's owner or occupant of a unit to temporarily remove a display of religious or cultural items pursuant to this paragraph, provide written notice of at least 7 days before the work is performed, except in an emergency, to the affected unit's owner or occupant. After the work is completed, the unit's owner or occupant must be permitted to return the display of religious or cultural items to the entry door or doorframe within 72 hours after the work is completed.

4. In any action commenced to enforce the provisions of this section, the prevailing party is entitled to recover reasonable attorney's fees and costs.

5. As used in this section:

(a) "Display of religious or cultural items" means an item displayed or affixed in or on a unit because of sincerely held religious or cultural beliefs, practices or traditions.

(b) "Rental agreement" means an oral or written agreement between a unit's owner and another person for the use and occupancy of a unit.

Sec. 1.3. Chapter 118A of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in subsection 2 or 3, a landlord or an agent or employee of a landlord shall not, and the rental agreement must not, prohibit a tenant from engaging in the display of religious or cultural items on the entry door or doorframe of the dwelling or otherwise in or on the dwelling.

2. The provisions of this section do not:

(a) Apply to a display of religious or cultural items that:

(1) Has a total size that is greater than 36 by 12 square inches or that exceeds the size of the door on which or whose frame on which the display of religious or cultural items is displayed or affixed;

(2) Has a total size that is greater than 36 by 12 square inches that is immediately adjacent or affixed to the entry of a dwelling;

(3) Threatens the health, safety or welfare of the public;

(4) Hinders the opening or closing of any entry door;

(5) Violates any federal, state or local law;

(6) Promotes discriminatory behavior; or

(7) Contains graphics, language or any display that is obscene or otherwise illegal.



(b) Preclude a landlord or an agent or employee of a landlord from adopting policies that reasonably restrict the placement and manner of the display of religious or cultural items by a tenant.

3. A landlord or an agent or employee of a landlord who is performing or causing to be performed any maintenance, repair or replacement of an entry door or doorframe of the dwelling may:

(a) Remove a display of religious or cultural items on the entry door or doorframe during the time the work is being performed in accordance with the provisions of this paragraph. A landlord or an agent or employee of a landlord shall, before temporarily removing a display of religious or cultural items pursuant to this paragraph, provide written notice at least 7 days before the work is performed, except in an emergency, to the tenant. If, following receipt of such written notice, the tenant consents to the removal of the display of religious or cultural items or fails, within a reasonable period, to respond to the written notice, then the landlord or the agent or employee of the landlord may temporarily remove the display of religious or cultural items. A landlord or an agent or employee of a landlord shall store the item or items with respect and in accordance with the appropriate religious or cultural practice, tradition or custom and document compliance with this paragraph. After the work is completed, the landlord or the agent or employee of the landlord shall return the display of religious or cultural items to the entry door or doorframe within 72 hours after the work is completed.

(b) Require the tenant to remove a display of religious or cultural items on the entry door or doorframe during the time the work is being performed in accordance with the provisions of this paragraph. A landlord or an agent or employee of a landlord shall, before requiring a tenant to temporarily remove a display of religious or cultural items pursuant to this paragraph, provide written notice at least 7 days before the work is performed, except in an emergency, to the tenant. After the work is completed, the tenant must be permitted to return the display of religious or cultural items to the entry door or doorframe within 72 hours after the work is completed.

4. In any action commenced to enforce the provisions of this section, the prevailing party is entitled to recover reasonable attorney's fees and costs.

5. As used in this section, "display of religious or cultural items" means an item displayed or affixed in or on the dwelling because of sincerely held religious or cultural beliefs, practices or traditions.



Sec. 1.7. 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 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.

(o) Information regarding the right of the tenant to engage in the display of religious or cultural items, as set forth in section 1.3 of this act.



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. 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 structure that is comprised of not more than four units. The term does not include a manufactured home as defined in NRS 118B.015.

Sec. 2. 1. Any provision contained in the governing documents of an association or in a rental agreement or policy of a unit’s owner who rents or leases his or her unit or in a rental agreement or policy of a landlord which is in effect on July 1, 2025,



and which is contrary to the provisions of this act is void and unenforceable.

2. Any provision contained in the governing documents of an association which is contrary to the provisions of this act shall be deemed, as provided in subsection 1 of NRS 116.1206, to conform with the provisions of this act by operation of law, and an association is not required to amend the governing documents to conform to the provisions of this act.

3. On or before October 1, 2025, each unit's owner who rents or leases his or her unit and each landlord shall review and amend the policies of the unit's owner or landlord, as applicable, as necessary to ensure compliance with the provisions of this act.

4. A unit's owner who rents or leases his or her unit or a landlord shall review any rental agreement that is in effect on July 1, 2025, to ensure compliance with the provisions of this act. On or before the date for renewal of such a rental agreement, the unit's owner or landlord shall remove any provision of the agreement that is void and unenforceable pursuant to subsection 1.

5. As used in this section:

(a) "Association" has the meaning ascribed to it in NRS 116.011.

(b) "Executive board" has the meaning ascribed to it in NRS 116.045.

(c) "Governing documents" has the meaning ascribed to it in NRS 116.049.

(d) "Landlord" has the meaning ascribed to it in NRS 118A.100.

(e) "Rental agreement" means an oral or written agreement between a unit's owner and another person for the use and occupancy of a unit or between a landlord and a tenant for the use and occupancy of a dwelling as defined in NRS 118A.080, as applicable.

(f) "Unit" has the meaning ascribed to it in NRS 116.093.

(g) "Unit's owner" has the meaning ascribed to it in NRS 116.095.

Sec. 3. This act becomes effective on July 1, 2025.



