SENATE BILL NO. 45–COMMITTEE ON COMMERCE AND LABOR

(ON BEHALF OF CLARK COUNTY)

PREFILED NOVEMBER 10, 2026

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to landlords and tenants. (BDR 10-578)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.
Effect on the State Highway Fund: 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; limiting certain charges imposed by landlords of apartment complexes for utility services; requiring such landlords to maintain separate accounting records of certain money and make those records available to a tenant upon request; prohibiting certain provisions in rental agreements; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill generally: (1) prohibits a landlord of an apartment complex from charging a tenant more than the actual cost of a utility service, whether charged separately or identified as a component of the rent; (2) requires a fair allocation of the cost of a utility service provided to multiple tenants and limits the total amount charged to those tenants; and (3) prohibits additional charges for providing, billing or collecting payment for a utility service, except for an authorized service charge.

Section 1 also authorizes such a landlord to assess and collect a service charge in addition to the actual cost of the utility service but limits the amount to the amount the tenant would be required to pay as a service charge to the provider for the same utility service.

Section 1 further prohibits duplicate collection of an authorized service charge and requires such a landlord to maintain separate accounting records of money collected for utility services and service charges and to make those records available to the tenant upon request.

Existing law generally requires a landlord to disclose the maximum total amount of periodic rent, including mandatory fees, and prohibits charging more than that amount under a written rental agreement. Certain charges for electric,

natural gas or water service may be excluded from the amount under certain circumstances. Existing law also makes the use of a nonconforming written rental agreement unlawful and makes a provision in an agreement that contravenes those requirements void. (NRS 118A.200) **Section 2** of this bill makes the authority to charge certain monthly utility fees subject to **section 1** and extends the provisions governing nonconforming rental agreements to agreements that contravene **section 1**.

Existing law prohibits certain provisions in rental agreements, makes those provisions void and authorizes a tenant to recover actual damages resulting from inclusion of the prohibited provision. (NRS 118A.220) **Section 3** of this bill additionally prohibits and makes void a provision in a rental agreement requiring a tenant of a dwelling unit in an apartment complex to pay property taxes assessed against the premises or reimburse the landlord for those taxes and authorizes a tenant to recover actual damages resulting from the inclusion of such a provision.

Existing law authorizes a tenant to bring a civil action for violations of certain requirements governing the disclosure and charging of periodic rent. If the tenant prevails in such an action, existing law requires the court to award certain damages, equitable relief, costs and reasonable attorney's fees and statutory damages of $250 for each violation involving deception. (NRS 118A.405) **Section 4** of this bill authorizes a tenant to bring such an action and obtain the same remedies for violations of the requirements established by **section 1**.

Section 5 of this bill provides that the provisions of this bill apply only to a rental agreement entered into or renewed on or after July 1, 2027.

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 a new section to read as follows:

1. If a landlord of an apartment complex charges a tenant for a utility service provided to the tenant, whether separately or as an identified component of rent:

(a) Except as otherwise provided in subsection 2, the amount charged for a billing period must not exceed the actual cost to the landlord of the service provided to the tenant during that billing period.

(b) If the landlord is billed for a utility service provided to more than one tenant, the landlord shall allocate the actual cost fairly among the tenants who use the service. Except as otherwise provided in subsection 2, the total amount charged to such tenants for a billing period must not exceed the actual cost of the service to the landlord for that billing period.

(c) Except as otherwise provided in subsection 2, the landlord shall not assess or collect an additional fee or other charge for providing, billing or collecting payment for the service, whether directly or through another person acting on behalf of the landlord.

(d) The landlord shall not collect a service charge pursuant to subsection 2 to the extent that the charge is included in another amount charged to the tenant for the same utility service and billing period.

2. Subject to the provisions of subsections 6 and 7 of NRS 118A.200, a landlord of an apartment complex may assess and collect from a tenant a service charge for the provision of a utility service in addition to the actual cost of the utility service. The amount of the service charge must not exceed the amount that the tenant would be required to pay as a service charge to the provider for the same utility service.

3. A landlord of an apartment complex who collects money from a tenant for a utility service shall maintain separate accounting records of the money collected for the utility service and any service charge collected pursuant to subsection 2. The landlord shall make such records available to the tenant upon request.

4. As used in this section:

(a) "Apartment complex" means a building or group of buildings, each building of which consists of at least five units of connecting rooms, with each unit designed for independent housekeeping.

(b) "Utility service" includes, without limitation, electricity, gas, water, wastewater removal, solid waste removal, telephone, Internet and cable or satellite television services.

Sec. 2. 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.

(o) Information regarding the right of the tenant to engage in the display of religious or cultural items, as set forth in NRS 118A.327.

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]~~ ***Subject to the provisions of section 1 of this act, 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 ~~[,]~~ ***or section 1 of this act,*** and any provision in an agreement which contravenes the provisions of this section ***or section 1 of this act*** 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.

Sec. 3. NRS 118A.220 is hereby amended to read as follows:

118A.220 1. A rental agreement shall not provide that the tenant:

(a) Agrees to waive or forego rights or remedies afforded by this chapter;

(b) Authorizes any person to confess judgment on any claim arising out of the rental agreement;

(c) Agrees to pay the landlord's attorney's fees, except that the agreement may provide that reasonable attorney's fees may be awarded to the prevailing party in the event of court action;

(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith if the liability is based upon an act or omission of the landlord or any agent or employee of the landlord; ~~[or]~~

(e) Agrees to give the landlord a different notice of termination than that required to be given by the landlord to the tenant ~~[.]~~ ***; or***

(f) Agrees to pay any property taxes assessed against the premises or reimburse the landlord for such taxes if the dwelling unit is located in an apartment complex, as defined in section 1 of this act.

2. Any provision prohibited by subsection 1 is void as contrary to public policy and the tenant may recover any actual damages incurred through the inclusion of the prohibited provision.

Sec. 4. NRS 118A.405 is hereby amended to read as follows:

118A.405 1. A tenant who is aggrieved by a violation of subsection 6 or 7 of NRS 118A.200 ***or section 1 of this act*** 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. 5. The provisions of this act apply only to a rental agreement entered into or renewed on or after July 1, 2027.

Sec. 6. This act becomes effective on July 1, 2027.

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