
ASSEMBLY BILL NO. 393—ASSEMBLYMAN FRIERSON

MARCH 21, 2019

Referred to Committee on Judiciary

SUMMARY—Providing protections to certain governmental employees and certain other persons during a government shutdown. (BDR 3-1015)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

~

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

AN ACT relating to governmental administration; prohibiting the foreclosure of real property or a lien against a unit in a common-interest community owned by a federal worker, state worker or household member of such a worker during a government shutdown in certain circumstances; providing certain protections to a tenant who is a federal worker, state worker or household member of such a worker during a government shutdown; prohibiting a person from repossessing the vehicle of a federal worker, state worker or household member of such a worker during a government shutdown; authorizing the provision of assistance in paying for natural gas and electricity to a federal worker, state worker or household member of such a worker during a government shutdown; providing penalties; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 The Federal Employees Civil Relief Act, which is pending before Congress,
2 proposes to provide relief to federal employees and employees of contractors
3 during a lapse in appropriations for any federal agency or department by
4 suspending the enforcement of certain civil liabilities of such employees during the
5 lapse. (S. 72, 116th Cong. (2019)) This bill generally enacts similar provisions in
6 state law intended to provide certain protections to federal workers, state workers
7 and household members of such workers during a lapse in appropriations at the
8 state or federal level. This bill defines the following terms: (1) “federal worker” to
9 mean an employee of a federal agency or an employee of a contractor who has



10 entered into a contract with a federal agency; (2) "state worker" to mean an
11 employee of a state agency or an employee of a contractor who has entered into a
12 contract with a state agency; and (3) "shutdown" to mean any period in which there
13 is a lapse in appropriations for a federal or state agency that continues through any
14 unpaid payday for a federal worker or state worker employed by that agency.

15 **Section 6** of this bill provides that if a mortgagor or grantor of a deed of trust
16 under a residential mortgage loan is a federal worker, state worker or, in certain
17 circumstances, a household member of such a worker, a person is prohibited from
18 conducting a foreclosure sale during the period commencing on the date that a
19 shutdown begins and ending on the date that is 90 days after the date on which the
20 shutdown ends. **Section 6** also provides that in any civil action for a foreclosure
21 sale that is filed during that period against a federal worker or state worker or, if
22 applicable, a household member of such a worker, the court is authorized or
23 required, depending on the circumstances, to stay the proceedings in the action for a
24 certain period or issue an order that conserves the interests of the parties unless the
25 court determines that the ability of the federal worker, state worker or household
26 member of such a worker to comply with the terms of the obligation secured by the
27 residential mortgage loan is not materially affected by the shutdown. **Section 6**
28 further provides that any such protection against foreclosure only applies to a
29 residential mortgage loan that was secured before the shutdown. Finally, **section 6**
30 provides that any person who knowingly conducts a foreclosure sale in violation of
31 the provisions of **section 6** is guilty of a misdemeanor and is liable for actual
32 damages, reasonable attorney's fees and costs incurred by the injured party. This
33 protection against foreclosure provided by **section 6** is similar to that provided in
34 existing law to a servicemember on active duty or deployment. (NRS 40.439)
35 **Section 12** of this bill makes a conforming change.

36 **Section 13** of this bill applies the applicable provisions set forth in **section 6** to
37 the foreclosure of a lien of a unit-owners' association against a unit in a common-
38 interest community and provides that if a unit's owner or his or her successor in
39 interest is a federal worker or state worker or, in certain circumstances, a household
40 member of such a worker, an association is generally prohibited from initiating the
41 foreclosure of a lien by sale during any period between the commencement of a
42 shutdown and 90 days after the end of a shutdown. **Section 13** also requires a unit-
43 owners' association to: (1) inform each unit's owner or his or her successor in
44 interest that if the person is a federal worker, state worker or household member of
45 such a worker, he or she may be entitled to certain protections pursuant to **section**
46 **13**; and (2) give the person the opportunity to provide any information required to
47 enable the association to verify whether the person is entitled to the protections set
48 forth in **section 13**. **Section 13** also requires that before an association takes certain
49 action relating to the foreclosure of a lien by sale, the association must, if such
50 information is provided, verify whether a unit's owner or his or her successor in
51 interest is entitled to the protections set forth in **section 13** or, if such information is
52 not provided, make a good faith effort to verify whether a unit's owner or his or her
53 successor in interest is entitled to such protections. This protection against
54 foreclosure provided by **section 13** is similar to that provided to a servicemember
55 on active duty or deployment. (NRS 116.311625)

56 Existing law prescribes criteria for unlawful detainer by a tenant of real
57 property, a recreational vehicle or a mobile home. (NRS 40.251, 40.2512) **Section**
58 **7** of this bill: (1) authorizes a tenant who is a federal worker, state worker or
59 household member of such a worker to request to be allowed to continue in
60 possession of real property or a dwelling unit during a shutdown and for a period of
61 not more than 30 days after the shutdown; and (2) requires a landlord who receives
62 such a request to allow the tenant to remain in possession of the property or unit
63 during that period. **Section 8** of this bill provides that a tenant who provides to a



64 landlord proof that he or she is a federal worker, state worker or household member
65 of such a worker during a shutdown is not guilty of unlawful detainer.

66 Existing law provides for a summary eviction procedure when the tenant of any
67 dwelling, apartment, mobile home, recreational vehicle or commercial premises
68 defaults in the payment of rent. (NRS 40.253) **Section 9** of this bill provides that
69 the summary eviction procedure does not apply to a tenant who provides proof to
70 the landlord that he or she is a federal worker, state worker or household member of
71 such a worker during a shutdown.

72 Existing law prescribes basic obligations of a tenant, which include requiring a
73 tenant to comply with the terms of a rental agreement. (NRS 118A.310) **Section 20**
74 of this bill makes any term of a rental agreement requiring the payment of rent at a
75 specified time unenforceable against a tenant who is a federal worker, state worker
76 or household member of such a worker during a shutdown. **Section 20** also requires
77 a landlord to accept payment of rent for the period in which a federal or state
78 agency was experiencing a shutdown for a period not to exceed 30 days after the
79 end of the shutdown. **Section 21** of this bill prohibits a landlord from taking
80 certain retaliatory action against a tenant who pays rent in the period prescribed in
81 **section 20**.

82 **Sections 26 and 27** of this bill prohibit a landlord of a manufactured home park
83 from charging any late fee for a late rental payment by a federal worker, state
84 worker or household member of such a worker during a shutdown. **Section 28** of
85 this bill prohibits a landlord of a manufactured home park from terminating a rental
86 agreement for failure of the tenant to pay rent if the tenant provides proof to the
87 landlord that he or she is a federal worker, state worker or household member of
88 such a worker during a shutdown. **Section 29** of this bill prohibits a landlord from
89 taking certain retaliatory action against a tenant who provides such proof.

90 **Section 30** of this bill prohibits a person from repossessing the vehicle of a
91 federal worker, state worker or household member of such a worker during a
92 shutdown or for a period of 30 days immediately after the end of a shutdown.
93 **Section 30** provides that any person who knowingly repossesses a vehicle in
94 violation of the provisions of **section 30** is guilty of a misdemeanor and is liable for
95 actual damages, reasonable attorney's fees and costs incurred by the injured party.

96 Existing law authorizes the Division of Welfare and Supportive Services of the
97 Department of Health and Human Services to use money in the Fund for Energy
98 Assistance and Conservation to assist eligible households in paying for natural gas
99 and electricity. (NRS 702.260) **Section 31** of this bill makes households that
100 include at least one federal worker or state worker eligible for such assistance
101 during a shutdown.

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

1 **Section 1.** Chapter 40 of NRS is hereby amended by adding
2 thereto the provisions set forth as sections 2 to 6, inclusive, of this
3 act.

4 **Sec. 2.** *As used in this chapter, unless the context otherwise*
5 *requires, the words and terms defined in sections 3, 4 and 5 of this*
6 *act have the meanings ascribed to them in those sections.*

7 **Sec. 3.** *“Federal worker” means an employee of a federal*
8 *agency or an employee of a contractor who has entered into a*
9 *contract with a federal agency.*



1 **Sec. 4.** *“Shutdown” means any period in which there is a*
2 *lapse in appropriations for a federal or state agency that continues*
3 *through any unpaid payday for a federal worker or state worker*
4 *employed by that agency.*

5 **Sec. 5.** *“State worker” means an employee of a state agency*
6 *or an employee of a contractor who has entered into a contract*
7 *with a state agency.*

8 **Sec. 6. 1.** *Notwithstanding any other provision of law and*
9 *except as otherwise ordered by a court of competent jurisdiction, if*
10 *a borrower is a federal worker or state worker or, in accordance*
11 *with subsection 5, a household member of such a worker, a person*
12 *shall not initiate or direct or authorize another person to initiate a*
13 *foreclosure sale during the period commencing on the date on*
14 *which a shutdown begins and ending on the date that is 90 days*
15 *after the date on which the shutdown ends.*

16 2. *Except as otherwise provided in subsection 3, in any civil*
17 *action for a foreclosure sale pursuant to NRS 40.430 involving a*
18 *failure to make a payment required by a residential mortgage loan*
19 *that is filed against a federal worker or state worker or, in*
20 *accordance with subsection 5, a household member of such a*
21 *worker, during a shutdown or during the 90-day period*
22 *immediately after the end of a shutdown, the court may, on its own*
23 *motion after a hearing, or shall, on a motion or on behalf of the*
24 *federal worker, state worker or household member of such a*
25 *worker, as applicable, do one or both of the following:*

26 (a) *Stay the proceedings in the action until at least 90 days*
27 *after the end of the shutdown; or*

28 (b) *Adjust the obligation to preserve the interests of the parties.*

29 3. *The provisions of subsection 2 do not apply if the court*
30 *determines that the ability of the federal worker, state worker or*
31 *household member of such a worker to comply with the terms of*
32 *the obligation secured by the residential mortgage loan is not*
33 *materially affected by the shutdown.*

34 4. *The provisions of this section apply only to a residential*
35 *mortgage loan that was secured by a federal worker or state*
36 *worker or, in accordance with subsection 5, a household member*
37 *of such a worker, before the shutdown.*

38 5. *Upon application to the court, a household member of*
39 *such a worker is entitled to the protections provided to a federal*
40 *worker or state worker pursuant to this section if the ability of the*
41 *household member of such a worker to make payments required*
42 *by a residential mortgage loan is materially affected by the*
43 *shutdown.*



1 **6. Except as otherwise provided in subsection 7, any person**
2 **who knowingly initiates or directs or authorizes another person to**
3 **initiate a foreclosure sale in violation of this section:**

4 **(a) Is guilty of a misdemeanor; and**

5 **(b) May be liable for actual damages, reasonable attorney's**
6 **fees and costs incurred by the injured party.**

7 **7. The provisions of subsection 6 do not apply to a trustee**
8 **who initiates a foreclosure sale pursuant to the direction or**
9 **authorization of another person.**

10 **8. In imposing liability pursuant to paragraph (b) of**
11 **subsection 6, a court shall, when determining whether to reduce**
12 **such liability, take into consideration any due diligence used by**
13 **the person before he or she initiated or directed or authorized**
14 **another person to initiate the foreclosure sale.**

15 **9. As used in this section:**

16 **(a) "Borrower" has the meaning ascribed to it in**
17 **NRS 107.410.**

18 **(b) "Initiate a foreclosure sale" means to commence a civil**
19 **action for a foreclosure sale pursuant to NRS 40.430 or, in the**
20 **case of the exercise of a trustee's power of sale pursuant to NRS**
21 **107.080 and 107.0805, to execute and cause to be recorded in the**
22 **office of the county recorder a notice of the breach and of the**
23 **election to sell or cause to be sold the property pursuant to**
24 **paragraph (b) of subsection 2 of NRS 107.080 and paragraph (b)**
25 **of subsection 1 of NRS 107.0805.**

26 **(c) "Residential mortgage loan" has the meaning ascribed to it**
27 **in NRS 107.450.**

28 **(d) "Trustee" means a person described in NRS 107.028.**

29 **Sec. 7.** NRS 40.251 is hereby amended to read as follows:

30 40.251 1. A tenant of real property, a recreational vehicle or a
31 mobile home for a term less than life is guilty of an unlawful
32 detainer when having leased:

33 (a) Real property, except as otherwise provided in this section,
34 or a mobile home for an indefinite time, with monthly or other
35 periodic rent reserved, the tenant continues in possession thereof, in
36 person or by subtenant, without the landlord's consent after the
37 expiration of a notice of:

38 (1) For tenancies from week to week, at least 7 days;

39 (2) Except as otherwise provided in subsection 2, for all
40 other periodic tenancies, at least 30 days; or

41 (3) For tenancies at will, at least 5 days.

42 (b) A dwelling unit subject to the provisions of chapter 118A of
43 NRS, the tenant continues in possession, in person or by subtenant,
44 without the landlord's consent after expiration of:



1 (1) The term of the rental agreement or its termination and,
2 except as otherwise provided in subparagraph (2), the expiration of a
3 notice of:

4 (I) At least 7 days for tenancies from week to week; and

5 (II) Except as otherwise provided in subsection 2, at least
6 30 days for all other periodic tenancies; or

7 (2) A notice of at least 5 days where the tenant has failed to
8 perform the tenant's basic or contractual obligations under chapter
9 118A of NRS.

10 (c) A mobile home lot subject to the provisions of chapter 118B
11 of NRS, or a lot for a recreational vehicle in an area of a mobile
12 home park other than an area designated as a recreational vehicle lot
13 pursuant to the provisions of subsection 8 of NRS 40.215, the tenant
14 continues in possession, in person or by subtenant, without the
15 landlord's consent:

16 (1) After notice has been given pursuant to NRS 118B.115,
17 118B.170 or 118B.190 and the period of the notice has expired; or

18 (2) If the person is not a natural person and has received
19 three notices for nonpayment of rent within a 12-month period,
20 immediately upon failure to pay timely rent.

21 (d) A recreational vehicle lot, the tenant continues in possession,
22 in person or by subtenant, without the landlord's consent, after the
23 expiration of a notice of at least 5 days.

24 2. Except as otherwise provided in this section, if a tenant with
25 a periodic tenancy pursuant to paragraph (a) or (b) of subsection 1,
26 other than a tenancy from week to week, is 60 years of age or older
27 or has a physical or mental disability, the tenant may request to be
28 allowed to continue in possession for an additional 30 days beyond
29 the time specified in subsection 1 by submitting a written request for
30 an extended period and providing proof of the tenant's age or
31 disability. A landlord may not be required to allow a tenant to
32 continue in possession if a shorter notice is provided pursuant to
33 subparagraph (2) of paragraph (b) of subsection 1.

34 3. *Except as otherwise provided in this section, if a tenant*
35 *with a periodic tenancy pursuant to paragraph (a) or (b) of*
36 *subsection 1 is a federal worker, state worker or household*
37 *member of such a worker, the tenant may request to be allowed to*
38 *continue in possession during the period commencing on the date*
39 *on which a shutdown begins and ending on the date that is 30*
40 *days after the date on which the shutdown ends by submitting a*
41 *written request for the extended period and providing proof that he*
42 *or she is a federal worker, state worker or household member of*
43 *such a worker during the shutdown.*



1 **4. A landlord who receives a request from a tenant pursuant**
2 **to subsection 3 shall allow a tenant to continue in possession for**
3 **the period requested.**

4 **5. Any notice provided pursuant to paragraph (a) or (b) of**
5 **subsection 1 must include a statement advising the tenant of the**
6 **provisions of ~~subsection~~ subsections 2 ~~[4]~~, 3 and 4.**

7 ~~[4.]~~ **6. If a landlord rejects a request to allow a tenant to**
8 **continue in possession for an additional 30 days pursuant**
9 **to subsection 2, the tenant may petition the court for an order to**
10 **continue in possession for the additional 30 days. If the tenant**
11 **submits proof to the court that the tenant is entitled to request such**
12 **an extension, the court may grant the petition and enter an order**
13 **allowing the tenant to continue in possession for the additional 30**
14 **days. If the court denies the petition, the tenant must be allowed to**
15 **continue in possession for 5 calendar days following the date of**
16 **entry of the order denying the petition.**

17 **Sec. 8. NRS 40.2512 is hereby amended to read as follows:**

18 **40.2512 ~~[A]~~**

19 **1. Except as otherwise provided in subsection 2, a tenant of**
20 **real property or a mobile home for a term less than life is guilty of**
21 **an unlawful detainer when the tenant continues in possession, in**
22 **person or by subtenant, after default in the payment of any rent and**
23 **after a notice in writing, requiring in the alternative the payment of**
24 **the rent or the surrender of the detained premises, remains**
25 **uncomplied with for a period of 5 days, or in the case of a mobile**
26 **home lot, 10 days after service thereof. The notice may be served at**
27 **any time after the rent becomes due.**

28 **2. The provisions of subsection 1 do not apply to a person**
29 **who provides to the landlord proof that he or she is a federal**
30 **worker, state worker or household member of such a worker**
31 **during a shutdown.**

32 **Sec. 9. NRS 40.253 is hereby amended to read as follows:**

33 **40.253 1. Except as otherwise provided in subsection 10, in**
34 **addition to the remedy provided in NRS 40.2512 and 40.290 to**
35 **40.420, inclusive, when the tenant of any dwelling, apartment,**
36 **mobile home, recreational vehicle or commercial premises with**
37 **periodic rent reserved by the month or any shorter period is in**
38 **default in payment of the rent, the landlord or the landlord's agent,**
39 **unless otherwise agreed in writing, may serve or have served a**
40 **notice in writing, requiring in the alternative the payment of the rent**
41 **or the surrender of the premises:**

42 **(a) At or before noon of the fifth full day following the day of**
43 **service; or**

44 **(b) If the landlord chooses not to proceed in the manner set forth**
45 **in paragraph (a) and the rent is reserved by a period of 1 week or**



1 less and the tenancy has not continued for more than 45 days, at or
2 before noon of the fourth full day following the day of service.

3 ➔ As used in this subsection, "day of service" means the day the
4 landlord or the landlord's agent personally delivers the notice to the
5 tenant. If personal service was not so delivered, the "day of service"
6 means the day the notice is delivered, after posting and mailing
7 pursuant to subsection 2, to the sheriff or constable for service if the
8 request for service is made before noon. If the request for service by
9 the sheriff or constable is made after noon, the "day of service" shall
10 be deemed to be the day next following the day that the request is
11 made for service by the sheriff or constable.

12 2. A landlord or the landlord's agent who serves a notice to a
13 tenant pursuant to paragraph (b) of subsection 1 shall attempt to
14 deliver the notice in person in the manner set forth in paragraph (a)
15 of subsection 1 of NRS 40.280. If the notice cannot be delivered in
16 person, the landlord or the landlord's agent:

17 (a) Shall post a copy of the notice in a conspicuous place on the
18 premises and mail the notice by overnight mail; and

19 (b) After the notice has been posted and mailed, may deliver the
20 notice to the sheriff or constable for service in the manner set forth
21 in subsection 1 of NRS 40.280. The sheriff or constable shall not
22 accept the notice for service unless it is accompanied by written
23 evidence, signed by the tenant when the tenant took possession of
24 the premises, that the landlord or the landlord's agent informed the
25 tenant of the provisions of this section which set forth the lawful
26 procedures for eviction from a short-term tenancy. Upon
27 acceptance, the sheriff or constable shall serve the notice within 48
28 hours after the request for service was made by the landlord or the
29 landlord's agent.

30 3. A notice served pursuant to subsection 1 or 2 must:

31 (a) Identify the court that has jurisdiction over the matter; and

32 (b) Advise the tenant:

33 (1) Of the tenant's right to contest the matter by filing, within
34 the time specified in subsection 1 for the payment of the rent or
35 surrender of the premises, an affidavit with the court that has
36 jurisdiction over the matter stating that the tenant has tendered
37 payment or is not in default in the payment of the rent;

38 (2) That if the court determines that the tenant is guilty of an
39 unlawful detainer, the court may issue a summary order for removal
40 of the tenant or an order providing for the nonadmittance of the
41 tenant, directing the sheriff or constable of the county to remove the
42 tenant within 24 hours after receipt of the order; and

43 (3) That, pursuant to NRS 118A.390, a tenant may seek relief
44 if a landlord unlawfully removes the tenant from the premises or
45 excludes the tenant by blocking or attempting to block the tenant's



1 entry upon the premises or willfully interrupts or causes or permits
2 the interruption of an essential service required by the rental
3 agreement or chapter 118A of NRS.

4 4. If the tenant files such an affidavit at or before the time
5 stated in the notice, the landlord or the landlord's agent, after receipt
6 of a file-stamped copy of the affidavit which was filed, shall not
7 provide for the nonadmittance of the tenant to the premises by
8 locking or otherwise.

9 5. Upon noncompliance with the notice:

10 (a) The landlord or the landlord's agent may apply by affidavit
11 of complaint for eviction to the justice court of the township in
12 which the dwelling, apartment, mobile home, recreational vehicle or
13 commercial premises are located or to the district court of the
14 county in which the dwelling, apartment, mobile home, recreational
15 vehicle or commercial premises are located, whichever has
16 jurisdiction over the matter. The court may thereupon issue an order
17 directing the sheriff or constable of the county to remove the tenant
18 within 24 hours after receipt of the order. The affidavit must state or
19 contain:

20 (1) The date the tenancy commenced.

21 (2) The amount of periodic rent reserved.

22 (3) The amounts of any cleaning, security or rent deposits
23 paid in advance, in excess of the first month's rent, by the tenant.

24 (4) The date the rental payments became delinquent.

25 (5) The length of time the tenant has remained in possession
26 without paying rent.

27 (6) The amount of rent claimed due and delinquent.

28 (7) A statement that the written notice was served on the
29 tenant in accordance with NRS 40.280.

30 (8) A copy of the written notice served on the tenant.

31 (9) A copy of the signed written rental agreement, if any.

32 (b) Except when the tenant has timely filed the affidavit
33 described in subsection 3 and a file-stamped copy of it has been
34 received by the landlord or the landlord's agent, and except when
35 the landlord is prohibited pursuant to NRS 118A.480, the landlord
36 or the landlord's agent may, in a peaceable manner, provide for the
37 nonadmittance of the tenant to the premises by locking or otherwise.

38 6. Upon the filing by the tenant of the affidavit permitted in
39 subsection 3, regardless of the information contained in the
40 affidavit, and the filing by the landlord of the affidavit permitted by
41 subsection 5, the justice court or the district court shall hold a
42 hearing, after service of notice of the hearing upon the parties, to
43 determine the truthfulness and sufficiency of any affidavit or notice
44 provided for in this section. If the court determines that there is no
45 legal defense as to the alleged unlawful detainer and the tenant is



1 guilty of an unlawful detainer, the court may issue a summary order
2 for removal of the tenant or an order providing for the
3 nonadmittance of the tenant. If the court determines that there is a
4 legal defense as to the alleged unlawful detainer, the court shall
5 refuse to grant either party any relief, and, except as otherwise
6 provided in this subsection, shall require that any further
7 proceedings be conducted pursuant to NRS 40.290 to 40.420,
8 inclusive. The issuance of a summary order for removal of the
9 tenant does not preclude an action by the tenant for any damages or
10 other relief to which the tenant may be entitled. If the alleged
11 unlawful detainer was based upon subsection 5 of NRS 40.2514, the
12 refusal by the court to grant relief does not preclude the landlord
13 thereafter from pursuing an action for unlawful detainer in
14 accordance with NRS 40.251.

15 7. The tenant may, upon payment of the appropriate fees
16 relating to the filing and service of a motion, file a motion with the
17 court, on a form provided by the clerk of the court, to dispute the
18 amount of the costs, if any, claimed by the landlord pursuant to NRS
19 118A.460 or 118C.230 for the inventory, moving and storage of
20 personal property left on the premises. The motion must be filed
21 within 20 days after the summary order for removal of the tenant or
22 the abandonment of the premises by the tenant, or within 20 days
23 after:

24 (a) The tenant has vacated or been removed from the premises;
25 and

26 (b) A copy of those charges has been requested by or provided
27 to the tenant,

28 ↪ whichever is later.

29 8. Upon the filing of a motion pursuant to subsection 7, the
30 court shall schedule a hearing on the motion. The hearing must be
31 held within 10 days after the filing of the motion. The court shall
32 affix the date of the hearing to the motion and order a copy served
33 upon the landlord by the sheriff, constable or other process server.
34 At the hearing, the court may:

35 (a) Determine the costs, if any, claimed by the landlord pursuant
36 to NRS 118A.460 or 118C.230 and any accumulating daily costs;
37 and

38 (b) Order the release of the tenant's property upon the payment
39 of the charges determined to be due or if no charges are determined
40 to be due.

41 9. A landlord shall not refuse to accept rent from a tenant that
42 is submitted after the landlord or the landlord's agent has served or
43 had served a notice pursuant to subsection 1 if the refusal is based
44 on the fact that the tenant has not paid collection fees, attorney's
45 fees or other costs other than rent, a reasonable charge for late



1 payments of rent or dishonored checks, or a security. As used in this
2 subsection, "security" has the meaning ascribed to it in
3 NRS 118A.240.

4 10. This section does not apply to ~~the~~:

5 (a) *The* tenant of a mobile home lot in a mobile home park or to
6 the tenant of a recreational vehicle lot in an area of a mobile home
7 park in this State other than an area designated as a recreational
8 vehicle lot pursuant to the provisions of subsection 8 of
9 NRS 40.215.

10 (b) *A tenant who provides proof to the landlord that he or she*
11 *is a federal worker, state worker or household member of such a*
12 *worker during a shutdown.*

13 **Sec. 10.** NRS 40.426 is hereby amended to read as follows:

14 40.426 As used in NRS 40.426 to 40.495, inclusive, *and*
15 *section 6 of this act* unless the context otherwise requires, the words
16 and terms defined in NRS 40.427, 40.428 and 40.429 have the
17 meanings ascribed to them in those sections.

18 **Sec. 11.** NRS 107.480 is hereby amended to read as follows:

19 107.480 1. In addition to the requirements of NRS 40.439,
20 107.085, ~~and~~ 107.086 ~~and~~ *and section 6 of this act*, the exercise of
21 a trustee's power of sale pursuant to NRS 107.080 with respect to a
22 deed of trust securing a residential mortgage loan is subject to the
23 provisions of NRS 107.400 to 107.560, inclusive.

24 2. In addition to the requirements of NRS 40.430 to 40.4639,
25 inclusive, *and section 6 of this act*, a civil action for a foreclosure
26 sale pursuant to NRS 40.430 involving a failure to make a payment
27 required by a residential mortgage loan is subject to the
28 requirements of NRS 107.400 to 107.560, inclusive.

29 **Sec. 12.** NRS 107.500 is hereby amended to read as follows:

30 107.500 1. At least 30 calendar days before recording a
31 notice of default and election to sell pursuant to subsection 2 of
32 NRS 107.080 or commencing a civil action for a foreclosure sale
33 pursuant to NRS 40.430 involving a failure to make a payment
34 required by a residential mortgage loan and at least 30 calendar days
35 after the borrower's default, the mortgage servicer, mortgagee or
36 beneficiary of the deed of trust shall mail, by first-class mail, a
37 notice addressed to the borrower at the borrower's primary address
38 as indicated in the records of the mortgage servicer, mortgagee or
39 beneficiary of the deed of trust, which contains:

40 (a) A statement that if the borrower is ~~to~~:

41 (1) *A* servicemember or a dependent of a servicemember, he
42 or she may be entitled to certain protections under the federal
43 Servicemembers Civil Relief Act, 50 U.S.C. §§ 3901 et seq., and
44 NRS 40.439 regarding the servicemember's interest rate and the risk
45 of foreclosure, and counseling for covered servicemembers that is



1 available from Military OneSource and the United States Armed
2 Forces Legal Assistance or any other similar agency.

3 *(2) A federal worker, state worker or a household member*
4 *of such a worker, he or she may be entitled to certain protections*
5 *under section 6 of this act.*

6 (b) A summary of the borrower's account which sets forth:

7 (1) The total amount of payment necessary to cure the
8 default and reinstate the residential mortgage loan or to bring the
9 residential mortgage loan into current status;

10 (2) The amount of the principal obligation under the
11 residential mortgage loan;

12 (3) The date through which the borrower's obligation under
13 the residential mortgage loan is paid;

14 (4) The date of the last payment by the borrower;

15 (5) The current interest rate in effect for the residential
16 mortgage loan, if the rate is effective for at least 30 calendar days;

17 (6) The date on which the interest rate for the residential
18 mortgage loan may next reset or adjust, unless the rate changes
19 more frequently than once every 30 calendar days;

20 (7) The amount of the prepayment fee charged under the
21 residential mortgage loan, if any;

22 (8) A description of any late payment fee charged under the
23 residential mortgage loan;

24 (9) A telephone number or electronic mail address that the
25 borrower may use to obtain information concerning the residential
26 mortgage loan; and

27 (10) The names, addresses, telephone numbers and Internet
28 website addresses of one or more counseling agencies or programs
29 approved by the United States Department of Housing and Urban
30 Development.

31 (c) A statement of the facts establishing the right of the
32 mortgage servicer, mortgagee or beneficiary of the deed of trust to
33 cause the trustee to exercise the trustee's power of sale pursuant to
34 NRS 107.080 or to commence a civil action for the recovery of any
35 debt, or for the enforcement of any right, under a residential
36 mortgage loan that is not barred by NRS 40.430.

37 (d) A statement of the foreclosure prevention alternatives
38 offered by, or through, the mortgage servicer, mortgagee or
39 beneficiary of the deed of trust.

40 (e) A statement that the borrower may request:

41 (1) A copy of the borrower's promissory note or other
42 evidence of indebtedness;

43 (2) A copy of the borrower's mortgage or deed of trust;

44 (3) A copy of any assignment, if applicable, of the
45 borrower's mortgage or deed of trust required to demonstrate the



1 right of the mortgage servicer, mortgagee or beneficiary of the deed
2 of trust to cause the trustee to exercise the trustee's power of sale
3 pursuant to NRS 107.080 or to commence a civil action for the
4 recovery of any debt, or for the enforcement of any right, under a
5 residential mortgage loan that is not barred by NRS 40.430; and

6 (4) A copy of the borrower's payment history since the
7 borrower was last less than 60 calendar days past due.

8 2. Unless a borrower has exhausted the process described in
9 NRS 107.520 and 107.530 for applying for a foreclosure prevention
10 alternative offered by, or through, the mortgage servicer, mortgagee
11 or beneficiary of the deed of the trust, not later than 5 business days
12 after a notice of default and election to sell is recorded pursuant to
13 subsection 2 of NRS 107.080 or a civil action for the recovery of
14 any debt, or for the enforcement of any right, under a residential
15 mortgage loan that is not barred by NRS 40.430 is commenced, the
16 mortgage servicer, mortgagee or beneficiary of the deed of trust that
17 offers one or more foreclosure prevention alternatives must send to
18 the borrower a written statement:

19 (a) That the borrower may be evaluated for a foreclosure
20 prevention alternative or, if applicable, foreclosure prevention
21 alternatives;

22 (b) Whether a complete application is required to be submitted
23 by the borrower if the borrower wants to be considered for a
24 foreclosure prevention alternative; and

25 (c) Of the means and process by which a borrower may obtain
26 an application for a foreclosure prevention alternative.

27 **3. As used in this section:**

28 (a) *"Federal worker" has the meaning ascribed to it in section*
29 *3 of this act.*

30 (b) *"State worker" has the meaning ascribed to it in section 5*
31 *of this act.*

32 **Sec. 13.** Chapter 116 of NRS is hereby amended by adding
33 thereto a new section to read as follows:

34 **1. Notwithstanding any other provision of law and except as**
35 **otherwise provided in subsection 2 or ordered by a court of**
36 **competent jurisdiction, if a unit's owner or his or her successor in**
37 **interest is a federal worker or state worker or, in accordance with**
38 **subsection 3, a household member of a federal worker or state**
39 **worker, an association shall not initiate the foreclosure of a lien**
40 **by sale during the period commencing on the date on which a**
41 **shutdown begins and ending on the date that is 90 days after the**
42 **date on which the shutdown ends.**

43 **2. The provisions of subsection 1 do not apply if a court**
44 **determines that the ability of federal worker, state worker or**
45 **household member to comply with the terms of the obligation**



1 *secured by the residential mortgage loan is not materially affected*
2 *by the shutdown.*

3 3. *Upon application to the court, a household member of a*
4 *federal worker or state worker is entitled to the protections*
5 *provided to a federal worker or state worker pursuant to this*
6 *section if the ability of the household member to make payments*
7 *required by a lien of a unit-owners' association is materially*
8 *affected by the shutdown.*

9 4. *An association shall:*

10 (a) *Inform each unit's owner or his or her successor in*
11 *interest that if the person is a federal worker, state worker or*
12 *household member of such a worker, he or she may be entitled to*
13 *certain protections pursuant to this section; and*

14 (b) *Give the person the opportunity to provide any information*
15 *required to enable the association to verify whether he or she is*
16 *entitled to the protections set forth in this section.*

17 5. *Before an association takes any action pursuant to*
18 *paragraph (a) of subsection 4 of NRS 116.31162, if information*
19 *required to verify whether a unit's owner or his or her successor*
20 *in interest is entitled to the protections set forth in this section:*

21 (a) *Has been provided to the association pursuant to*
22 *subsection 4, the association must verify whether the person is*
23 *entitled to the protections set forth in this section.*

24 (b) *Has not been provided to the association pursuant to*
25 *subsection 4, the association must make a good faith effort to*
26 *verify whether the person is entitled to the protections set forth in*
27 *this section.*

28 6. *Any person who knowingly initiates the foreclosure of a*
29 *lien by sale in violation of this section:*

30 (a) *Is guilty of a misdemeanor; and*

31 (b) *May be liable for actual damages, reasonable attorney's*
32 *fees and costs incurred by the injured party.*

33 7. *In imposing liability pursuant to paragraph (b) of*
34 *subsection 6, a court shall, when determining whether to reduce*
35 *such liability, take into consideration any due diligence used by*
36 *the person before he or she initiated the foreclosure of the lien by*
37 *sale.*

38 8. *As used in this section:*

39 (a) *"Federal worker" has the meaning ascribed to it in section*
40 *3 of this act.*

41 (b) *"Good faith effort" means that an association acts honestly*
42 *and fairly when trying to verify whether a unit's owner or his or*
43 *her successor in interest is entitled to the protections set forth in*
44 *this section, as evidenced by the following actions:*



1 (1) *The association informs the unit's owner or his or her*
2 *successor in interest of the information required pursuant to*
3 *paragraph (a) of subsection 4;*

4 (2) *The association makes reasonable efforts to give the*
5 *unit's owner or his or her successor in interest the opportunity to*
6 *provide any information required to enable the association to*
7 *verify whether the person is entitled to the protections set forth in*
8 *this section pursuant to paragraph (b) of subsection 4; and*

9 (3) *The association makes reasonable efforts to utilize all*
10 *resources available to the association to verify whether the unit's*
11 *owner or his or her successor in interest is a federal worker, state*
12 *worker or household member of such a worker.*

13 (c) *"Initiate the foreclosure of a lien by sale" means to take*
14 *any action in furtherance of foreclosure of a lien by sale after*
15 *taking the actions set forth in paragraph (a) of subsection 4 of*
16 *NRS 116.31162.*

17 (d) *"Shutdown" has the meaning ascribed to it in section 4 of*
18 *this act.*

19 (e) *"State worker" has the meaning ascribed to it in section 5*
20 *of this act.*

21 **Sec. 14.** NRS 116.31162 is hereby amended to read as
22 follows:

23 116.31162 1. Except as otherwise provided in subsection 5, 6
24 or 7, in a condominium, in a planned community, in a cooperative
25 where the owner's interest in a unit is real estate under NRS
26 116.1105, or in a cooperative where the owner's interest in a unit is
27 personal property under NRS 116.1105 and the declaration provides
28 that a lien may be foreclosed under NRS 116.31162 to 116.31168,
29 inclusive, *and section 13 of this act*, the association may foreclose
30 its lien by sale after all of the following occur:

31 (a) The association has mailed by certified or registered mail,
32 return receipt requested, to the unit's owner or his or her successor
33 in interest, at his or her address, if known, and at the address of the
34 unit or, if authorized by the parties, delivered by electronic
35 transmission, a notice of delinquent assessment which states the
36 amount of the assessments and other sums which are due in
37 accordance with subsection 1 of NRS 116.3116, a description of the
38 unit against which the lien is imposed and the name of the record
39 owner of the unit.

40 (b) Not less than 30 days after mailing or delivering by
41 electronic transmission the notice of delinquent assessment pursuant
42 to paragraph (a), the association or other person conducting the sale
43 has executed and caused to be recorded, with the county recorder of
44 the county in which the common-interest community or any part of
45 it is situated, a notice of default and election to sell the unit to satisfy



1 the lien which must contain the same information as the notice of
2 delinquent assessment and which must also comply with the
3 following:

4 (1) Describe the deficiency in payment.

5 (2) State the total amount of the deficiency in payment, with
6 a separate statement of:

7 (I) The amount of the association's lien that is prior to the
8 first security interest on the unit pursuant to subsection 3 of NRS
9 116.3116 as of the date of the notice;

10 (II) The amount of the lien described in sub-subparagraph
11 (I) that is attributable to assessments based on the periodic budget
12 adopted by the association pursuant to NRS 116.3115 as of the date
13 of the notice;

14 (III) The amount of the lien described in sub-
15 subparagraph (I) that is attributable to amounts described in NRS
16 116.310312 as of the date of the notice; and

17 (IV) The amount of the lien described in sub-
18 subparagraph (I) that is attributable to the costs of enforcing the
19 association's lien as of the date of the notice.

20 (3) State that:

21 (I) If the holder of the first security interest on the unit
22 does not satisfy the amount of the association's lien that is prior to
23 that first security interest pursuant to subsection 3 of NRS 116.3116,
24 the association may foreclose its lien by sale and that the sale may
25 extinguish the first security interest as to the unit; and

26 (II) If, not later than 5 days before the date of the sale, the
27 holder of the first security interest on the unit satisfies the amount of
28 the association's lien that is prior to that first security interest
29 pursuant to subsection 3 of NRS 116.3116 and, not later than 2 days
30 before the date of the sale, a record of such satisfaction is recorded
31 in the office of the recorder of the county in which the unit is
32 located, the association may foreclose its lien by sale but the sale
33 may not extinguish the first security interest as to the unit.

34 (4) State the name and address of the person authorized by
35 the association to enforce the lien by sale.

36 (5) Contain, in 14-point bold type, the following warning:

37
38 **WARNING! IF YOU FAIL TO PAY THE AMOUNT**
39 **SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR**
40 **HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

41
42 (c) The unit's owner or his or her successor in interest has failed to
43 pay the amount of the lien, including costs, fees and expenses
44 incident to its enforcement, for 90 days following the recording of
45 the notice of default and election to sell.



1 (d) The unit's owner or his or her successor in interest, or the
2 holder of a recorded security interest on the unit, has, for a period
3 which commences in the manner and subject to the requirements
4 described in subsection 3 and which expires 5 days before the date
5 of sale, failed to pay the assessments and other sums that are due to
6 the association in accordance with subsection 1 of NRS 116.3116.

7 (e) The association or other person conducting the sale has
8 executed and caused to be recorded, with the county recorder of the
9 county in which the common-interest community or any part of it is
10 situated, an affidavit which states, based on the direct, personal
11 knowledge of the affiant, the personal knowledge which the affiant
12 acquired by a review of a trustee sale guarantee or a similar product
13 or the personal knowledge which the affiant acquired by a review of
14 the business records of the association or other person conducting
15 the sale, which business records must meet the standards set forth in
16 NRS 51.135, the following:

17 (1) The name of each holder of a security interest on the unit
18 to which the notice of default and election to sell and the notice of
19 sale was mailed, as required by subsection 2 of NRS 116.31163 and
20 paragraph (d) of subsection 1 of NRS 116.311635; and

21 (2) The address at which the notices were mailed to each
22 such holder of a security interest.

23 2. The notice of default and election to sell must be signed by
24 the person designated in the declaration or by the association for that
25 purpose or, if no one is designated, by the president of the
26 association.

27 3. The period of 90 days described in paragraph (c) of
28 subsection 1 begins on the first day following:

29 (a) The date on which the notice of default and election to sell is
30 recorded; or

31 (b) The date on which a copy of the notice of default and
32 election to sell is mailed by certified or registered mail, return
33 receipt requested or delivered by electronic transmission, as
34 applicable, to the unit's owner or his or her successor in interest at
35 his or her address, if known, and at the address of the unit,
36 ↪ whichever date occurs later.

37 4. An association may not mail or deliver by electronic
38 transmission to a unit's owner or his or her successor in interest a
39 letter of its intent to mail or deliver by electronic transmission a
40 notice of delinquent assessment pursuant to paragraph (a) of
41 subsection 1, mail or deliver by electronic transmission the notice of
42 delinquent assessment or take any other action to collect a past due
43 obligation from a unit's owner or his or her successor in interest
44 unless the association has complied with the provisions of



1 subsections 4 and 5 of NRS 116.311625 and ~~(f)~~ *subsections 4 and 5*
2 *of section 13 of this act and:*

3 (a) Not earlier than 60 days after the obligation becomes past
4 due, the association mails to the address on file for the unit's owner
5 or, if authorized by the parties, delivers by electronic transmission:

6 (1) A schedule of the fees that may be charged if the unit's
7 owner fails to pay the past due obligation;

8 (2) A proposed repayment plan; and

9 (3) A notice of the right to contest the past due obligation at a
10 hearing before the executive board and the procedures for requesting
11 such a hearing; and

12 (b) Within 30 days after the date on which the information
13 described in paragraph (a) is mailed or delivered by electronic
14 transmission, as applicable, the past due obligation has not been
15 paid in full or the unit's owner or his or her successor in interest has
16 not entered into a repayment plan or requested a hearing before the
17 executive board. If the unit's owner or his or her successor in
18 interest requests a hearing or enters into a repayment plan within 30
19 days after the date on which the information described in paragraph
20 (a) is mailed or delivered by electronic transmission, as applicable,
21 and is unsuccessful at the hearing or fails to make a payment under
22 the repayment plan within 10 days after the due date, the association
23 may take any lawful action pursuant to subsection 1 to enforce its
24 lien.

25 5. The association may not foreclose a lien by sale if the
26 association has not mailed a copy of the notice of default and
27 election to sell and a copy of the notice of sale to each holder of a
28 security interest on the unit in the manner and subject to the
29 requirements set forth in subsection 2 of NRS 116.31163 and
30 paragraph (d) of subsection 1 of NRS 116.311635.

31 6. The association may not foreclose a lien by sale based on a
32 fine or penalty for a violation of the governing documents of the
33 association unless:

34 (a) The violation poses an imminent threat of causing a
35 substantial adverse effect on the health, safety or welfare of the
36 units' owners or residents of the common-interest community; or

37 (b) The penalty is imposed for failure to adhere to a schedule
38 required pursuant to NRS 116.310305.

39 7. The association may not foreclose a lien by sale if the
40 association has received notice pursuant to NRS 107.086 that the
41 unit is subject to foreclosure mediation pursuant to that section,
42 unless:

43 (a) The trustee of record has recorded the certificate provided to
44 the trustee pursuant to subparagraph (1) or (2) of paragraph (e) of
45 subsection 2 of NRS 107.086; or



1 (b) The unit's owner has failed to pay to the association any
2 amounts enforceable as assessments pursuant to subsection 1 of
3 NRS 116.3116 that become due during the pendency of foreclosure
4 mediation pursuant to NRS 107.086, other than past due obligations
5 as described in subsection 11 of NRS 107.086.

6 **Sec. 15.** Chapter 118A of NRS is hereby amended by adding
7 thereto the provisions set forth as sections 16, 17 and 18 of this act.

8 **Sec. 16.** *"Federal worker" has the meaning ascribed to it in*
9 *section 3 of this act.*

10 **Sec. 17.** *"Shutdown" has the meaning ascribed to it in*
11 *section 4 of this act.*

12 **Sec. 18.** *"State worker" has the meaning ascribed to it in*
13 *section 5 of this act.*

14 **Sec. 19.** NRS 118A.020 is hereby amended to read as follows:
15 118A.020 As used in this chapter, unless the context otherwise
16 requires, the terms defined in NRS 118A.030 to 118A.170,
17 inclusive, *and sections 16, 17 and 18 of this act* have the meanings
18 ascribed to them in those sections.

19 **Sec. 20.** NRS 118A.310 is hereby amended to read as follows:
20 118A.310 *1.* A tenant shall, as basic obligations under this
21 chapter:

22 ~~{1. Comply}~~

23 *(a) Except as otherwise provided in subsection 2, comply* with
24 the terms of the rental agreement;

25 ~~{2.}~~ *(b)* Keep that part of the premises which is occupied and
26 used as clean and safe as the condition of the premises permit;

27 ~~{3.}~~ *(c)* Dispose of all ashes, garbage, rubbish and other waste
28 from the dwelling unit in a clean and safe manner;

29 ~~{4.}~~ *(d)* Keep all plumbing fixtures in the dwelling unit as clean
30 as their condition permits;

31 ~~{5.}~~ *(e)* Use in a reasonable manner all electrical, plumbing,
32 sanitary, heating, ventilating, air-conditioning and other facilities
33 and appliances, including elevators, in the premises;

34 ~~{6.}~~ *(f)* Not deliberately or negligently render the premises
35 uninhabitable or destroy, deface, damage, impair or remove any part
36 of the premises or knowingly permit any person to do so; and

37 ~~{7.}~~ *(g)* Conduct himself or herself and require other persons on
38 the premises with his or her consent to conduct themselves in a
39 manner that will not disturb a neighbor's peaceful enjoyment of the
40 premises.

41 *2. Any term of a rental agreement requiring the payment of*
42 *rent at a specified time pursuant to NRS 118A.210 is*
43 *unenforceable against a tenant who is a federal worker, state*
44 *worker or household member of such a worker during a*
45 *shutdown. If the terms of a rental agreement require the payment*



1 *of rent at a specified time, the landlord shall accept payment of*
2 *rent for the period in which a federal or state agency was*
3 *experiencing a shutdown from such a tenant for a period not to*
4 *exceed 30 days after the end of the shutdown.*

5 **Sec. 21.** NRS 118A.510 is hereby amended to read as follows:

6 118A.510 1. Except as otherwise provided in subsection 3,
7 the landlord may not, in retaliation, terminate a tenancy, refuse to
8 renew a tenancy, increase rent or decrease essential items or services
9 required by the rental agreement or this chapter, or bring or threaten
10 to bring an action for possession if:

11 (a) The tenant has complained in good faith of a violation of a
12 building, housing or health code applicable to the premises and
13 affecting health or safety to a governmental agency charged with the
14 responsibility for the enforcement of that code;

15 (b) The tenant has complained in good faith to the landlord or a
16 law enforcement agency of a violation of this chapter or of a
17 specific statute that imposes a criminal penalty;

18 (c) The tenant has organized or become a member of a tenant's
19 union or similar organization;

20 (d) A citation has been issued resulting from a complaint
21 described in paragraph (a);

22 (e) The tenant has instituted or defended against a judicial or
23 administrative proceeding or arbitration in which the tenant raised
24 an issue of compliance with the requirements of this chapter
25 respecting the habitability of dwelling units;

26 (f) The tenant has failed or refused to give written consent to a
27 regulation adopted by the landlord, after the tenant enters into the
28 rental agreement, which requires the landlord to wait until the
29 appropriate time has elapsed before it is enforceable against the
30 tenant;

31 (g) The tenant has complained in good faith to the landlord, a
32 government agency, an attorney, a fair housing agency or any other
33 appropriate body of a violation of NRS 118.010 to 118.120,
34 inclusive, or the Fair Housing Act of 1968, 42 U.S.C. §§ 3601 et
35 seq., or has otherwise exercised rights which are guaranteed or
36 protected under those laws; ~~for~~

37 (h) The tenant or, if applicable, a cotenant or household
38 member, is a victim of domestic violence, harassment, sexual
39 assault or stalking or terminates a rental agreement pursuant to NRS
40 118A.345 ~~§~~; or

41 *(i) The tenant is a federal worker, state worker or household*
42 *member of such a worker and the tenant pays rent during the time*
43 *specified in subsection 2 of NRS 118A.310.*



1 2. If the landlord violates any provision of subsection 1, the
2 tenant is entitled to the remedies provided in NRS 118A.390 and has
3 a defense in any retaliatory action by the landlord for possession.

4 3. A landlord who acts under the circumstances described in
5 subsection 1 does not violate that subsection if:

6 (a) The violation of the applicable building, housing or health
7 code of which the tenant complained was caused primarily by the
8 lack of reasonable care by the tenant, a member of his or her
9 household or other person on the premises with his or her consent;

10 (b) The tenancy is terminated with cause;

11 (c) A citation has been issued and compliance with the
12 applicable building, housing or health code requires alteration,
13 remodeling or demolition and cannot be accomplished unless the
14 tenant's dwelling unit is vacant; or

15 (d) The increase in rent applies in a uniform manner to all
16 tenants.

17 ↪ The maintenance of an action under this subsection does not
18 prevent the tenant from seeking damages or injunctive relief for the
19 landlord's failure to comply with the rental agreement or maintain
20 the dwelling unit in a habitable condition as required by this chapter.

21 4. As used in this section:

22 (a) "Covenant" has the meaning ascribed to it in NRS 118A.345.

23 (b) "Domestic violence" has the meaning ascribed to it in
24 NRS 118A.345.

25 (c) "Harassment" means a violation of NRS 200.571.

26 (d) "Household member" has the meaning ascribed to it in
27 NRS 118A.345.

28 (e) "Sexual assault" means a violation of NRS 200.366.

29 (f) "Stalking" means a violation of NRS 200.575.

30 **Sec. 22.** Chapter 118B of NRS is hereby amended by adding
31 thereto the provisions set forth as sections 23, 24 and 25 of this act.

32 **Sec. 23.** *"Federal worker" has the meaning ascribed to it in*
33 *section 3 of this act.*

34 **Sec. 24.** *"Shutdown" has the meaning ascribed to it in*
35 *section 4 of this act.*

36 **Sec. 25.** *"State worker" has the meaning ascribed to it in*
37 *section 5 of this act.*

38 **Sec. 26.** NRS 118B.140 is hereby amended to read as follows:
39 118B.140 1. Except as otherwise provided in subsection 2,
40 the landlord or his or her agent or employee shall not:

41 (a) Require a person to purchase a manufactured home from the
42 landlord or any other person as a condition to renting a
43 manufactured home lot to the purchaser or give an adjustment of
44 rent or fees, or provide any other incentive to induce the purchase of
45 a manufactured home from the landlord or any other person.



1 (b) Charge or receive:

2 (1) Any entrance or exit fee for assuming or leaving
3 occupancy of a manufactured home lot.

4 (2) Any transfer or selling fee or commission as a condition
5 to permitting a tenant to sell his or her manufactured home or
6 recreational vehicle within the manufactured home park, even if the
7 manufactured home or recreational vehicle is to remain within the
8 park, unless the landlord is licensed as a dealer of manufactured
9 homes pursuant to NRS 489.311 and has acted as the tenant's agent
10 in the sale pursuant to a written contract.

11 (3) Any fee for the tenant's spouse or children.

12 (4) Any fee for pets kept by a tenant in the park. If special
13 facilities or services are provided, the landlord may also charge a fee
14 reasonably related to the cost of maintenance of the facility or
15 service and the number of pets kept in the facility.

16 (5) Any additional service fee unless the landlord provides an
17 additional service which is needed to protect the health and welfare
18 of the tenants, and written notice advising each tenant of the
19 additional fee is sent to the tenant 90 days in advance of the first
20 payment to be made, and written notice of the additional fee is given
21 to prospective tenants on or before commencement of their tenancy.
22 A tenant may only be required to pay the additional service fee for
23 the duration of the additional service.

24 (6) Any fee for a late monthly rental payment within 4 days
25 after the date the rental payment is due or which exceeds \$5 for each
26 day, excluding Saturdays, Sundays and legal holidays, which the
27 payment is overdue, beginning on the day after the payment was
28 due. Any fee for late payment of charges for utilities must be in
29 accordance with the requirements prescribed by the Public Utilities
30 Commission of Nevada.

31 (7) *Any fee for a late monthly rental payment by a federal*
32 *worker, state worker or household member of such a worker*
33 *during a shutdown.*

34 (8) Any fee, surcharge or rent increase to recover from his or
35 her tenants the costs resulting from converting from a master-
36 metered water system to individual water meters for each
37 manufactured home lot.

38 ~~[(8)]~~ (9) Any fee, surcharge or rent increase to recover from
39 his or her tenants any amount that exceeds the amount of the cost for
40 a governmentally mandated service or tax that was paid by the
41 landlord.

42 2. Except for the provisions of subparagraphs (3), (4), (6) and
43 ~~[(8)]~~ (9) of paragraph (b) of subsection 1, the provisions of this
44 section do not apply to a corporate cooperative park.



1 **Sec. 27.** NRS 118B.150 is hereby amended to read as follows:
2 118B.150 1. Except as otherwise provided in subsections 2
3 and 3, the landlord or his or her agent or employee shall not:

4 (a) Increase rent or additional charges unless:

5 (1) The rent charged after the increase is the same rent
6 charged for manufactured homes of the same size or lots of the same
7 size or of a similar location within the park, including, without
8 limitation, manufactured homes and lots which are held pursuant to
9 a long-term lease, except that a discount may be selectively given to
10 persons who:

11 (I) Are handicapped;

12 (II) Are 55 years of age or older;

13 (III) Are long-term tenants of the park if the landlord has
14 specified in the rental agreement or lease the period of tenancy
15 required to qualify for such a discount;

16 (IV) Pay their rent in a timely manner; or

17 (V) Pay their rent by check, money order or electronic
18 means;

19 (2) Any increase in additional charges for special services is
20 the same amount for each tenant using the special service; and

21 (3) Written notice advising a tenant of the increase is
22 received by the tenant 90 days before the first payment to be
23 increased and written notice of the increase is given to prospective
24 tenants before commencement of their tenancy. In addition to the
25 notice provided to a tenant pursuant to this subparagraph, if the
26 landlord or his or her agent or employee knows or reasonably should
27 know that the tenant receives assistance from the Account, the
28 landlord or his or her agent or employee shall provide to the
29 Administrator written notice of the increase 90 days before the first
30 payment to be increased.

31 (b) Require a tenant to pay for an improvement to the common
32 area of a manufactured home park unless the landlord is required to
33 make the improvement pursuant to an ordinance of a local
34 government.

35 (c) Require a tenant to pay for a capital improvement to the
36 manufactured home park unless the tenant has notice of the
37 requirement at the time the tenant enters into the rental agreement.
38 A tenant may not be required to pay for a capital improvement after
39 the tenant enters into the rental agreement unless the tenant consents
40 to it in writing or is given 60 days' notice of the requirement in
41 writing. The landlord may not establish such a requirement unless a
42 meeting of the tenants is held to discuss the proposal and the
43 landlord provides each tenant with notice of the proposal and
44 the date, time and place of the meeting not less than 60 days before
45 the meeting. The notice must include a copy of the proposal. A



1 notice in a periodic publication of the park does not constitute notice
2 for the purposes of this paragraph.

3 (d) Require a tenant to pay the rent by check or money order.

4 (e) Require a tenant who pays the rent in cash to apply any
5 change to which the tenant is entitled to the next periodic payment
6 that is due. The landlord or his or her agent or employee shall have
7 an adequate amount of money available to provide change to such a
8 tenant.

9 (f) Prohibit or require fees or deposits for any meetings held in
10 the park's community or recreational facility by the tenants or
11 occupants of any manufactured home or recreational vehicle in the
12 park to discuss the park's affairs, or any political meeting sponsored
13 by a tenant, if the meetings are held at reasonable hours and when
14 the facility is not otherwise in use, or prohibit the distribution of
15 notices of those meetings.

16 (g) Interrupt, with the intent to terminate occupancy, any utility
17 service furnished the tenant except for nonpayment of utility charges
18 when due. Any landlord who violates this paragraph is liable to the
19 tenant for actual damages.

20 (h) Prohibit a tenant from having guests, but the landlord may
21 require the tenant to register the guest within 48 hours after his or
22 her arrival, Sundays and legal holidays excluded, and if the park is a
23 secured park, a guest may be required to register upon entering and
24 leaving.

25 (i) Charge a fee for a guest who does not stay with the tenant for
26 more than a total of 60 days in a calendar year. The tenant of a
27 manufactured home lot who is living alone may allow one other
28 person to live in his or her home without paying an additional
29 charge or fee, unless such a living arrangement constitutes a
30 violation of chapter 315 of NRS. No agreement between a tenant
31 and his or her guest alters or varies the terms of the rental contract
32 between the tenant and the landlord, and the guest is subject to the
33 rules and regulations of the landlord.

34 (j) Prohibit a tenant from erecting a fence on the tenant's lot if
35 the fence complies with any standards for fences established by the
36 landlord, including limitations established for the location and
37 height of fences, the materials used for fences and the manner in
38 which fences are to be constructed.

39 (k) Prohibit any tenant from soliciting membership in any
40 association which is formed by the tenants who live in the park. As
41 used in this paragraph, "solicit" means to make an oral or written
42 request for membership or the payment of dues or to distribute,
43 circulate or post a notice for payment of those dues.

44 (l) Prohibit a public officer, candidate for public office or the
45 representative of a public officer or candidate for public office from



1 walking through the park to talk with the tenants or distribute
2 political material.

3 (m) If a tenant has voluntarily assumed responsibility to trim the
4 trees on his or her lot, require the tenant to trim any particular tree
5 located on the lot or dispose of the trimmings unless a danger or
6 hazard exists.

7 *(n) Charge a fee for a late monthly rental payment by a federal*
8 *worker, state worker or household member of such a worker*
9 *during a shutdown.*

10 2. The landlord is entitled to require a security deposit from a
11 tenant who wants to use the manufactured home park's clubhouse,
12 swimming pool or other park facilities for the tenant's exclusive use.
13 The landlord may require the deposit at least 1 week before the use.
14 The landlord shall apply the deposit to costs which occur due to
15 damage or cleanup from the tenant's use within 1 week after the use,
16 if any, and shall, on or before the eighth day after the use, refund
17 any unused portion of the deposit to the tenant making the deposit.
18 The landlord is not required to place such a deposit into a financial
19 institution or to pay interest on the deposit.

20 3. The provisions of paragraphs (a), (b), (c), (j) and (m) of
21 subsection 1 do not apply to a corporate cooperative park.

22 4. As used in this section, "long-term lease" means a rental
23 agreement or lease the duration of which exceeds 12 months.

24 **Sec. 28.** NRS 118B.200 is hereby amended to read as follows:

25 118B.200 1. Notwithstanding the expiration of a period of a
26 tenancy or service of a notice pursuant to subsection 1 of NRS
27 118B.190, the rental agreement described in NRS 118B.190 may
28 not be terminated except on one or more of the following grounds:

29 (a) ~~Failure~~ *Except as otherwise provided in subsection 3,*
30 *failure* of the tenant to pay rent, utility charges or reasonable service
31 fees within 10 days after written notice of delinquency served upon
32 the tenant in the manner provided in NRS 40.280;

33 (b) Failure of the tenant to correct any noncompliance with a
34 law, ordinance or governmental regulation pertaining to
35 manufactured homes or recreational vehicles or a valid rule or
36 regulation established pursuant to NRS 118B.100 or to cure any
37 violation of the rental agreement within a reasonable time after
38 receiving written notification of noncompliance or violation;

39 (c) Conduct of the tenant in the manufactured home park which
40 constitutes an annoyance to other tenants;

41 (d) Violation of valid rules of conduct, occupancy or use of park
42 facilities after written notice of the violation is served upon the
43 tenant in the manner provided in NRS 40.280;

44 (e) A change in the use of the land by the landlord pursuant to
45 NRS 118B.180;



1 (f) Conduct of the tenant which constitutes a nuisance as defined
2 in NRS 40.140 or which violates a state law or local ordinance,
3 specifically including, without limitation:

- 4 (1) Discharge of a weapon;
- 5 (2) Prostitution;
- 6 (3) Illegal drug manufacture or use;
- 7 (4) Child molestation or abuse;
- 8 (5) Elder molestation or abuse;
- 9 (6) Property damage as a result of vandalism; and
- 10 (7) Operating a motor vehicle while under the influence of
11 alcohol or any other controlled substance; or

12 (g) In a manufactured home park that is owned by a nonprofit
13 organization or housing authority, failure of the tenant to meet
14 qualifications relating to age or income which:

- 15 (1) Are set forth in the lease signed by the tenant; and
- 16 (2) Comply with federal, state and local law.

17 2. A tenant who is not a natural person and who has received
18 three or more 10-day notices to surrender for failure to pay rent in
19 the preceding 12-month period may have his or her tenancy
20 terminated by the landlord for habitual failure to pay timely rent.

21 ***3. A rental agreement may not be terminated for failure of***
22 ***the tenant to pay rent if the tenant provides proof to the landlord***
23 ***that he or she is a federal worker, state worker or household***
24 ***member of such a worker during a shutdown.***

25 **Sec. 29.** NRS 118B.210 is hereby amended to read as follows:

26 118B.210 1. The landlord shall not terminate a tenancy,
27 refuse to renew a tenancy, increase rent or decrease services the
28 landlord normally supplies, or bring or threaten to bring an action
29 for possession of a manufactured home lot as retaliation upon the
30 tenant because:

31 (a) The tenant has complained in good faith about a violation of
32 a building, safety or health code or regulation pertaining to a
33 manufactured home park to the governmental agency responsible
34 for enforcing the code or regulation.

35 (b) The tenant has complained to the landlord concerning the
36 maintenance, condition or operation of the park or a violation of any
37 provision of NRS 118B.040 to 118B.220, inclusive, or 118B.240.

38 (c) The tenant has organized or become a member of a tenants'
39 league or similar organization.

40 (d) The tenant has requested the reduction in rent required by:

- 41 (1) NRS 118.165 as a result of a reduction in property taxes.
- 42 (2) NRS 118B.153 when a service, utility or amenity is

43 decreased or eliminated by the landlord.

44 (e) ***The tenant provides the proof required by subsection 3 of***
45 ***NRS 118B.200.***



1 (f) A citation has been issued to the landlord as the result of a
2 complaint of the tenant.

3 ~~(f)~~ (g) In a judicial proceeding or arbitration between the
4 landlord and the tenant, an issue has been determined adversely to
5 the landlord.

6 2. A landlord, manager or assistant manager of a manufactured
7 home park shall not willfully harass a tenant.

8 3. A tenant shall not willfully harass a landlord, manager or
9 assistant manager of a manufactured home park or an employee or
10 agent of the landlord.

11 4. As used in this section, "harass" means to threaten or
12 intimidate, through words or conduct, with the intent to affect the
13 terms or conditions of a tenancy or a person's exercise of his or her
14 rights pursuant to this chapter.

15 **Sec. 30.** Chapter 482 of NRS is hereby amended by adding
16 thereto a new section to read as follows:

17 *1. Notwithstanding any other provision of law and except as*
18 *otherwise ordered by a court of competent jurisdiction, if a person*
19 *liable on a security agreement is a federal worker, state worker or*
20 *household member of such a worker and a shutdown is occurring*
21 *or has occurred, a person shall not repossess or direct or authorize*
22 *another person to repossess a vehicle of that person during the*
23 *period commencing on the date on which a shutdown begins and*
24 *ending on the date that is 30 days after the date on which the*
25 *shutdown ends.*

26 *2. Any person who knowingly repossesses a vehicle or*
27 *authorizes another person to repossess a vehicle in violation of*
28 *this section:*

29 *(a) Is guilty of a misdemeanor; and*

30 *(b) May be liable for actual damages, reasonable attorney's*
31 *fees and costs incurred by the injured party.*

32 *3. In imposing liability pursuant to paragraph (b) of*
33 *subsection 2, a court shall, when determining whether to reduce*
34 *such liability, take into consideration any due diligence used by*
35 *the person before he or she repossessed a vehicle or directed or*
36 *authorized another person to repossess a vehicle.*

37 *4. As used in this section:*

38 *(a) "Federal worker" has the meaning ascribed to it in section*
39 *3 of this act.*

40 *(b) "Shutdown" has the meaning ascribed to it in section 4 of*
41 *this act.*

42 *(c) "State worker" has the meaning ascribed to it in section 5*
43 *of this act.*



1 **Sec. 31.** NRS 702.260 is hereby amended to read as follows:

2 702.260 1. Seventy-five percent of the money in the Fund
3 must be distributed to the Division of Welfare and Supportive
4 Services for programs to assist eligible households in paying for
5 natural gas and electricity. The Division may use not more than 5
6 percent of the money distributed to it pursuant to this section for its
7 administrative expenses.

8 2. Except as otherwise provided in NRS 702.150, after
9 deduction for its administrative expenses, the Division may use the
10 money distributed to it pursuant to this section only to:

11 (a) Assist eligible households in paying for natural gas and
12 electricity.

13 (b) Carry out activities related to consumer outreach.

14 (c) Pay for program design.

15 (d) Pay for the annual evaluations conducted pursuant to
16 NRS 702.280.

17 3. Except as otherwise provided in ~~[subsection 4.]~~ *subsections*
18 *4 and 5* to be eligible to receive assistance from the Division
19 pursuant to this section, a household must have a household income
20 that is not more than 150 percent of the federally designated level
21 signifying poverty, as determined by the Division.

22 4. *In addition to the persons eligible to receive assistance*
23 *from the Division pursuant to subsection 3, a household that*
24 *includes at least one federal worker or state worker is eligible for*
25 *such assistance during a shutdown.*

26 5. The Division is authorized to render emergency assistance to
27 a household if an emergency related to the cost or availability of
28 natural gas or electricity threatens the health or safety of one or
29 more of the members of the household. Such emergency assistance
30 may be rendered upon the good faith belief that the household is
31 otherwise eligible to receive assistance pursuant to this section.

32 ~~[5.]~~ 6. Before July 1, 2002, if a household is eligible to receive
33 assistance pursuant to this section, the Division shall determine the
34 amount of assistance that the household will receive by using the
35 existing formulas set forth in the state plan for low-income home
36 energy assistance.

37 ~~[6.]~~ 7. On or after July 1, 2002, if a household is eligible to
38 receive assistance pursuant to this section, the Division:

39 (a) Shall, to the extent practicable, determine the amount of
40 assistance that the household will receive by determining the
41 amount of assistance that is sufficient to reduce the percentage of
42 the household's income that is spent on natural gas and electricity to
43 the median percentage of household income spent on natural gas
44 and electricity statewide.



1 (b) May adjust the amount of assistance that the household will
2 receive based upon such factors as:

3 (1) The income of the household;

4 (2) The size of the household;

5 (3) The type of energy that the household uses; and

6 (4) Any other factor which, in the determination of the
7 Division, may make the household particularly vulnerable to
8 increases in the cost of natural gas or electricity.

9 ~~{7}~~ 8. The Division shall adopt regulations to carry out and
10 enforce the provisions of this section and NRS 702.250.

11 ~~{8}~~ 9. In carrying out the provisions of this section, the
12 Division shall:

13 (a) Solicit advice from the Housing Division and from other
14 knowledgeable persons;

15 (b) Identify and implement appropriate delivery systems to
16 distribute money from the Fund and to provide other assistance
17 pursuant to this section;

18 (c) Coordinate with other federal, state and local agencies that
19 provide energy assistance or conservation services to low-income
20 persons and, to the extent allowed by federal law and to the extent
21 practicable, use the same simplified application forms as those other
22 agencies;

23 (d) Establish a process for evaluating the programs conducted
24 pursuant to this section;

25 (e) Develop a process for making changes to such programs; and

26 (f) Engage in annual planning and evaluation processes with the
27 Housing Division as required by NRS 702.280.

28 ~~{9}~~ 10. For the purposes of this section ~~{“eligible”}~~ :

29 (a) *“Eligible household”* includes, without limitation:

30 ~~{(a)}~~ (1) A tenant of a manufactured home park or mobile home
31 park subject to the provisions of NRS 704.905 to 704.960, inclusive;
32 and

33 ~~{(b)}~~ (2) A tenant who purchases electricity from a landlord as
34 described in paragraph (c) of subsection 2 of NRS 702.090 based on
35 the actual usage of electricity by the tenant.

36 (b) *“Federal worker”* has the meaning ascribed to it in section
37 3 of this act.

38 (c) *“Shutdown”* has the meaning ascribed to it in section 4 of
39 this act.

40 (d) *“State worker”* has the meaning ascribed to it in section 5
41 of this act.

42 **Sec. 32.** The provisions of this act apply to any contract
43 entered into:

44 1. Before the effective date of this act that remains in effect on
45 the effective date of this act.



1 2. On and after the effective date of this act.
2 **Sec. 33.** This act becomes effective upon passage and
3 approval.

Ⓢ



