

HENDERSON CRIME FREE MULTI-HOUSING PROGRAM



Landlord Training Manual

(Revised 2018)

By:

Henderson Police Department

Community Relations Bureau



Crime Free Multi-Housing Program **Copyright Statement**

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THE LANDLORD TRAINING PROGRAM **KEEPING ILLEGAL ACTIVITY OUT OF RENTAL PROPERTY**

A Practical Guide for Landlords and Property Managers

A Community Oriented Policing project,
Sponsored by the Henderson Police Department

Adapted for Henderson, Nevada by:

**The Henderson Police Department
Community Relations Bureau**

The original edition of the Landlord Training Program in Las Vegas was adapted in 1995 by Crime Prevention Specialist, Harold F. Julian.

Various parts of this document provide descriptions of legal processes. Those descriptions are intended only as general summaries to foster understanding. **No part of this manual should be regarded as legal advice or considered a replacement for the landlord's responsibility to be familiar with the law. This manual is distributed with the express understanding that neither the publisher nor the author is engaged in rendering legal services.** If legal assistance is required, the services of a competent attorney should be brought into the process of any situation that has the potential to become adversarial.

This manual is intended to address aspects of property management that may be important to the control and prevention of illegal activity on rental property. While we touch on a variety of management issues, we have left out many with which responsible managers should be familiar. We strongly recommend that landlords and managers ensure they have a process to stay informed of changes in the law and the evolution of techniques. In most areas of the country, there are local property management associations that play this role.

We request that any errors or significant omissions be noted and forwarded so that corrections in future versions can be made. Please send comments to:

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Foreward

The CRIME FREE MULTI-HOUSING PROGRAM is successful because it approaches crime on many fronts. The police cannot solve crime problems alone. Neither can the management or residents of rental properties. But by working together, the end result has been the most successful approach to crimes in rental communities.

There are three (3) ways criminal activity comes into a rental community. The criminal lives there, they visit friends there, or they randomly come to the property to commit crimes. The CRIME FREE MULTI-HOUSING PROGRAM addresses all three of these possibilities. By not renting to people with criminal intent, they not only reduce the likelihood of crime in the community, they also reduce the number of visitors who come to the property with criminal intent, i.e., to purchase drugs.

For the opportunistic criminal, the use of C.P.T.E.D. (Crime Prevention Through Environmental Design) has been used to combat crimes that might occur in the parking lots or common areas. This includes assaults, robberies, drive-by shootings, and auto thefts.

If the police, property managers and residents will make a dedicated effort to crime prevention and the CRIME FREE MULTI-HOUSING PROGRAM, the outlook for success is extremely high. Good luck as you endeavor to make your community a safer place to live and enjoy for many years to come.

Respectfully yours,

Timothy L. Zehring, Supervisor
Mesa Police Department
Crime Free Programs



CITY OF HENDERSON
POLICE DEPARTMENT

LATESHA S. WATSON
Chief of Police



WELCOME FROM CHIEF WATSON

Congratulations on taking an important step in responsible property management in Henderson, Nevada. Henderson prides itself on being a premier community and is one of the best places to live in the United States. Businesses play a vital role in offering a vast array of goods and services, providing residents excellent choices right in our own home town. We have a park within a mile of every resident, offer extensive walking and biking trails and have many recreational facilities for residents. Henderson is also a safe city; we have been named one of the top ten safest cities in the country.

The Henderson Police Department is excited to participate with you. The collaboration between police, property managers and tenants will help safeguard neighborhoods, which will aid in longer-term residency from desired tenants.

Our department has had great success with being proactive against crime and we're bringing that success to this union. Without this program, issues can arise between landlords, managers, and tenants. Criminals who abuse management, tenants, neighbors and neighborhoods prey on communities without strong skills and cooperation. Unrestricted, it leads to residents who are afraid, feel helpless and lose hope.

Together, and along with the tenants, the steps taken against crime will see success. Tenants will have pride in their residence and housing complex, feel safe, and share a sense of community and belonging. They hold themselves and their neighbors accountable and are preferred, long-standing tenants.

I commend you for your involvement in the Crime Free Multi-Housing program and building a better neighborhood for your residents and ultimately an even-better community. You won't be alone – we will be with you along the way.

Along with the staff of the Henderson Police Department, I thank you for your collaboration as we continue to make Henderson the safest city in the country.

Regards,

A handwritten signature in black ink, appearing to read "LaTasha S. Watson".

LaTasha S. Watson
Chief of Police

Overview

Rental properties present a unique challenge for law enforcement. The typical Block Watch approach to residents in single family homes is not easily adapted to rental communities. In single family homes, owners generally have a large cash investment in the purchase of their home. This motivates owners to a greater concern about crime in their neighborhoods. With rising crime rates come lowering property values.

An owner of a single family home might also be looking at a long term of residency. Typically, homeowners have a thirty-year mortgage for their property. Home is where they come each day and perhaps, to raise a family. There tends to be a lot of pride and ownership of their property. When crime problems begin to appear, owners are very likely to organize Block Watch activities to protect the long-term interests of their families.

In rental properties, the communities tend to be much more transient. Most often, residents sign a six-month, nine-month, or a twelve-month lease for a rental property. In many cases, owners don't even require leases, and residency is based on a month-to-month agreement. This allows for an occupant to move very easily if they feel crime has reached a level they will not tolerate. It is easier to move away from crime than to confront it.

The police have historically fought a losing battle with Block Watch in multi-family rental properties. In January of 1992, the Mesa Police Department was faced with a difficult decision. To no longer offer Block Watch training in rental properties, or to develop a new concept for crime prevention in the rental communities.

The result was the **CRIME FREE MULTI-HOUSING PROGRAM**. This bold, new program had no precedent. The program's concept was to take a multi-faceted approach to crime prevention. A unique coalition of police, property managers and residents of rental properties, the program was to be an on-going program with a three-phase approach to address all of the opportunities of crime in rental property.

The program was designed to include a certification process, never before offered by a police department. The incentives of police issued signs, certificates, and advertising privileges provided immediate interest in the program.

The development of the **Crime Free Lease Addendum** proved to be the backbone of the CRIME FREE MULTI-HOUSING PROGRAM. This addendum to the lease agreement lists specific criminal acts that, if committed on the property, will result in the immediate termination of the resident's lease.

The CRIME FREE MULTI-HOUSING PROGRAM achieved almost instant success. In rental properties with the highest crime rates, the immediate results showed up to a 90% reduction in police calls for service. Even in the best properties reductions of 15% to 20% were not uncommon.

The CRIME FREE MULTI-HOUSING PROGRAM began to spread nationally after the first year, and internationally after the second year. The CRIME FREE MULTI-HOUSING PROGRAM has been a success all across the United States and Canada.

Table of Contents

PART ONE - Crime Prevention

Does It Work?	1
Criminals Are Like Weeds.....	1
Understanding Crime Prevention	2
Risk (Loss) Management	2
Managing Your Risks (Types Of Risk Management).....	3
The “Crime Triangle”	4
Set Rules	5
Target Hardening (How The 4 D’s Work)	5
Managing Crime Problems.....	7
Success Stories	8

PART TWO - What Is The *CRIME FREE MULTI-HOUSING PROGRAM*?

Where It Began	10
How It Works.....	10
Who Should Attend	11
Phase 1: Training	11
Phase 2: C.P.T.E.D. Inspection	12
Phase 3: Safety Social	12
Full Certification	13
Crime Free Signs	13
Phone Requests And Website	13
Certificates & Crime Free Sign (<i>Examples</i>)	14

PART THREE - Crime Prevention Through Environmental Design

C.P.T.E.D. Elements	15
Improve Surveillance.....	15
Improve Access Control	16
Improve Territoriality	17
Improve Activity Support	19
The 3-D Concept of C.P.T.E.D.....	20
Conflicts With C.P.T.E.D. Concepts	21
C.P.T.E.D. Lighting	22
Types Of Lighting And Lamps.....	23
Goals Of Lighting	25

PART FOUR - The Application Process

It's Worth The Effort	26
Protected Classes	26
Non-Protected Classes	27
Criminal Behavior	27
Making A Commitment	28
Disclosure.	28
"Sample" Application Form	29
Credit Reporting Agencies	32
Refusing An Application	32

PART FIVE - Common Sense Self Defense

Awareness Is the Key	33
Working After Dark.....	33
Employee Training Programs.....	34
Stay In Touch.....	34
Armed Robbery Prevention.....	34
"Safety Policy" Memo Sample.....	36

PART SIX - Community Rules And Lease Agreements

Making Rules.	37
Use Of The Crime Free Lease Addendum.....	38
(English) Crime Free Lease Addendum	39
(Spanish) Crime Free Lease Addendum.....	41

PART SEVEN - Communities, Not Complexes!

Not A Complex.....	43
Not A Police Problem	43
Problem Solving Worksheet.....	44
How To Begin	44
Form VS Function	45
The Next Step	45
Closing The Deal.....	46
Keep It Going	47

PART EIGHT - Active Property Management

Taking A Complaint.....	48
Routine Property Inspections	48
Good Property Maintenance	49

PART NINE - Combating Crime Problems

Whose Job Is It?	50
The Displacement Theory	50
Civil Laws VS Criminal Laws.....	51
Taking Action	53
He's Got A Gun!.....	53
Gang Membership.....	53
Drugs In Apartments	54
General Disturbances	54
Who Has The Power?	55
Trespassing	55
Management's Responsibility	57
Residents' Responsibility	58

PART TEN - To Serve And Protect?

The Police Won't Talk To Us.....	60
Privacy Laws	61
How To Approach The Officer.....	61
Establishing More.....	62
Requesting Extra Patrol	62
Narcotics Surveillance.....	63
Management Surveillance.....	63
"But I'm Scared!"	64
Submitting A Service Request	64

PART ELEVEN – Fire And Life Safety Awareness

Address Numbers	66
Directory.....	66
Dimensions For Access Roads	66
Marking Of Fire Lanes.....	66
Speed Bumps & Speed Humps	67
Painting And Marking For Fire Hydrants	67
Fire Extinguishers	67
Fire Protection Systems	68
Hazardous Materials	69
Electrical	69
Trash Dumpsters.....	69

PART TWELVE - Dealing With Non-Compliance

First Things First	70
Do Your Homework.....	70
Set Your Policies.....	71
Don't Be Complacent	71

Know Your Responsibilities.....	71
Personal Service	72
Certified Or Registered Mail	72
What You Need.....	73
Evictions.....	73
A Summary Of The Notices (Non-Manufactured Homes)	73
A Summary Of The Notices (Manufactured Homes)	74
What To Expect On The Day Of Lock-Out.....	75
After Eviction Is Completed.....	76

PART THIRTEEN – Nevada Landlord/Tenant Resource Information

Legal Services	77
Constable.....	77
Chapter 118A - Landlord And Tenant: Dwellings	78
Chapter 118B – Landlord And Tenant: Manufactured Home Park.....	96

PART ONE

CRIME PREVENTION

DOES IT WORK?

Many people feel helpless against crime, because too often crime is seen as an inevitable part of our society. It has been said, "If a criminal WANTS to get you, he'll get you!" This belief leads to helplessness, fear and apathy. Apathy is one of the most dangerous elements in society today. When law-abiding citizens refuse to go outside after dark, they have voluntarily turned over their neighborhoods to the ones perpetrating crimes.

Criminals Are Like Weeds

Many times a community will not battle crime because they feel they cannot be successful. Often, people view dangerous criminals like a large rock that cannot be moved, or even be budged. Dangerous criminals are NOT like rocks; they are more like

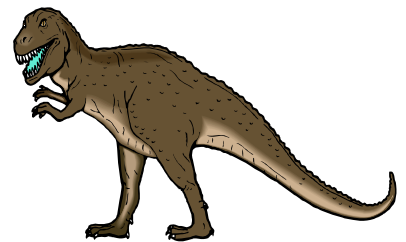


plants. Unlike an inanimate rock, a plant will grow. A weed can best illustrate this. As a weed grows, it roots, it sprouts and it chokes out healthy plants. A single weed quickly overtakes an entire garden. When criminal activity is allowed to flourish the effect is the same.

The typical police approach to crime is **REACTIVE**. Once a crime has been committed, the police officer responds, writes a police report and begins the preliminary investigation. It is certainly more humane and cost effective to prevent a crime from ever occurring. Crime Prevention is the **PROACTIVE** side of law enforcement. Crime **Prevention** is more desirable because it addresses the potential for crime before it becomes a serious problem.

Unfortunately, many people don't address crime situations until it is too late. A good example is the victim of a burglary that suddenly becomes interested in buying a security system.

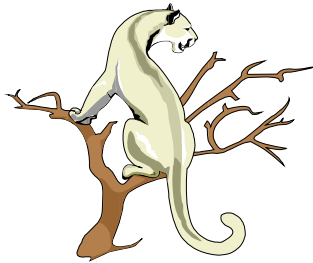
Once a crime problem has gotten too large, it is often easier to run away than face it. Equate the crime problem to killing a dinosaur. The easiest way to kill a dinosaur is while it is still in the egg. Once the dinosaur is given the opportunity to grow, it will progressively become bigger, stronger and harder to defeat. The same is true regarding criminal activity.



UNDERSTANDING CRIME PREVENTION

To prevent crime, you need to understand crime, and you need to understand the criminal mind. When you think of criminals, think of predators. Most criminals are like predators, looking for easy victims.

When you think of predators you might think of the lion. When the lion is hungry, she will go out to stalk her prey. The lion knows the watering hole is a good place to find food, as this is where all the animals come to get water. The lion is a skilled



hunter. She knows the best approach is from downwind. This way she can smell the herd, but they cannot smell her. The lion is also careful to approach slowly, staying low in the tall grass to avoid detection.

3% - 5% OF SERIOUS
HABITUAL OFFENDERS ARE
RESPONSIBLE FOR A
MAJORITY OF VIOLENT
OFFENSES.



At just the right moment, the lion pounces into the herd. The lion does not run past the injured, the diseased or slowest ones in favor of the strongest one at the lead of the pack. In fact, it usually is the one that is injured, sick or simply NOT PAYING ATTENTION that gets attacked. This is called *survival of the fittest* or *thinning the herd*.

The two-legged urban breed of predator, the criminal, works the same way. They stalk their victims, looking for the easy prey. To be successful against an attack, you don't necessarily have to be the strongest one, but you don't want to be the weakest!

Lions only hunt when hungry; but criminals are always a danger. This is why crime prevention is so important. Crime prevention is a shared responsibility. Crime is a community problem -- crime prevention must be a community effort.

RISK (LOSS) MANAGEMENT

When assessing crime potential, it is important to decide whether to accept the risk (risk acceptance) or to take sometimes costly steps to reduce the risk (risk transference). Transferring the risk may involve spending a little money now to save some later.

There are less expensive ways to prevent crime. These include the removal of the elements necessary for a crime to occur (risk avoidance). There are also ways to reduce or spread the risk to reduce losses. The following page shows types of risk management:

MANAGING YOUR RISKS (TYPES OF RISK MANAGEMENT)

1. RISK AVOIDANCE:

2. RISK REDUCTION:

3. RISK TRANSFERENCE:

4. RISK SPREADING:

5. RISK ACCEPTANCE:

THE “CRIME TRIANGLE”

The CRIME FREE MULTI-HOUSING PROGRAM is effective because it addresses all



three (3) elements: **TARGET**, **DESIRE** *AND* **OPPORTUNITY**. To eliminate the **TARGET**, we teach how to “target harden”. To eliminate **OPPORTUNITY**, we train residents to be the “eyes and ears” of the community, and to eliminate the **DESIRE**, a concerted effort is made to keep those with criminal intent from trespassing, visiting or living at the property.

SCENARIO ONE (Eliminate **TARGET**)



If a car thief comes to an apartment community to steal a Corvette, the **DESIRE** is there. If all of the residents are inside their rental units, now the **OPPORTUNITY** is there. But if there is not a Corvette on the property, you will not have a crime because there is no **TARGET**.

SCENARIO TWO (Eliminate **DESIRE**)



If a person sees a Corvette, the **TARGET**, and all of the residents are in their apartments, allowing the **OPPORTUNITY** for crime, but the person who sees the Corvette has no **DESIRE** to steal the car, again, you will have no crime.

SCENARIO THREE (Eliminate **OPPORTUNITY**)



If a person comes to the property with the **DESIRE** to steal the Corvette, and sees the perfect **TARGET**, but the residents of the apartment community are out in the recreation and common areas, this will reduce or eliminate the **OPPORTUNITY**.

SET RULES

If a person knows that rules are clearly stated and enforced, they are less likely to move into a community to commit criminal activity. Have a back-up plan to discourage the more determined individuals.

By careful screening and active management principles addressed in the CRIME FREE MULTI-HOUSING PROGRAM, the criminal activity among residents and visitors can be virtually eliminated.

Safety Socials, which incorporate the principles of Block Watch, will encourage residents to become an organized group of eyes and ears for the property.

It is not uncommon to see once distressed properties show a 70% - 90% **decrease** in police calls for service, as a result of the CRIME FREE MULTI-HOUSING PROGRAM.

In Henderson there are thousands of rental properties. The owners and managers of these rental properties all have one thing in common...they all want more police patrol. Even if Henderson Police officers turned off their police radios and never answered a single 9-1-1 call for help, we would not have enough patrol cars to provide adequate security patrols for every rental property.

Next, consider the residents living in single family homes. They also want more police patrols up and down their streets and alleyways. Then there are the grocery stores and shopping center managers that want more police patrol because a customer's purse was stolen, or an automobile in the parking lot was stolen. Consider all the strip malls, flower shops, and movie theaters....

Everybody wants more police patrol, but there just aren't enough officers. Therefore, managers must take their own precautions. Residents of rental properties must also be aware of their role in Crime Prevention.

TARGET HARDENING (HOW THE 4-D's WORK)

Sometimes you cannot remove a target. But you can harden the target. Target hardening involves the use of locks, electronic devices, or other hardware that will **DETECT, DENY, DELAY** or **DETER** the criminal (away from the intended target). Target hardening is directed to all structures, vehicles and personal property within the rental community.

❖ **DETECT:**

By utilizing good security techniques, you can cause the person to make more noise, which will **increase the risk of detection**. This may also persuade the person not to commit the crime.

❖ **DENY:**

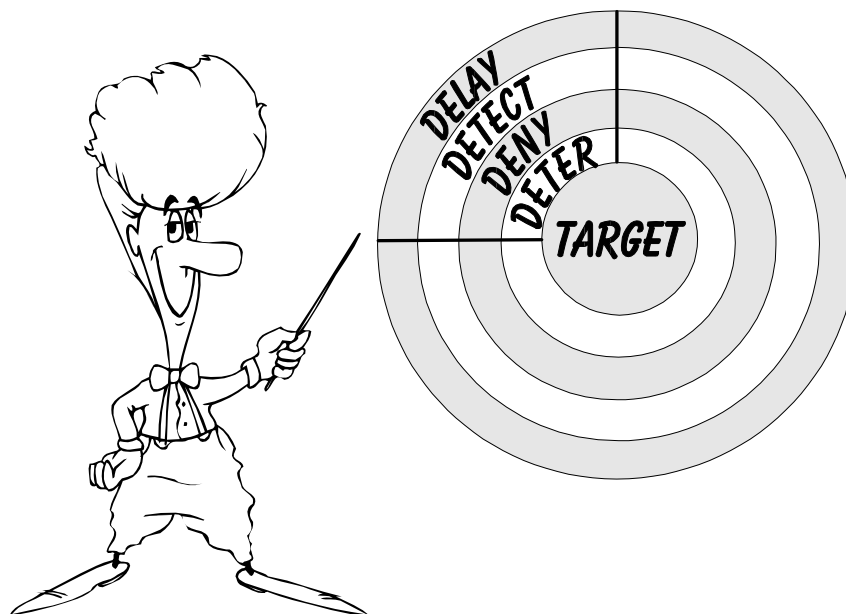
By engraving valuables, using security electronic equipment, or by moving other valuables out of view, you can **remove the rewards received from a crime opportunity**. If the rewards are not there, this may persuade the person not to commit the crime.

❖ **DELAY:**

Many times crimes are committed because of an easy opportunity. By using good crime prevention techniques you can **increase the time and effort needed to commit the crime**. This may persuade the person not to commit the crime.

❖ **DETER:**

By utilizing the previous three techniques, you may prevent a crime from happening by **detering the criminal from the property** to an easier target elsewhere.



MANAGING CRIME PROBLEMS

1. How to encourage crime:

2. How to discourage crime:

MAKING HOUSING CRIME-FREE AT PARK PLACE APARTMENTS

Editor's Note: Each month Apart-met News will spotlight an AMA-member community that has reduced criminal activities thanks to the Crime Free Multi-Housing Program. This month we feature Park Place Apartments in Glendale.

The Crime Free Multi-Housing program is more than a crime prevention program for apartments—it's an attitude. It challenges landlords, managers and tenants to rethink their management style: STOP THINKING "US VS. THEM!" START working together to eliminate criminal activity in the neighborhood.

In late 1990, my husband and I became managers at the 20-year-old Park Place Apartments in east Glendale. It was a 159-unit, one-, two- and three-bedroom community over-whelmed by years of untrained management and crime with tough neighborhood problems.

When we arrived, Park Place had regular, major violent crime--96 police visits in a 3-month period! Crimes included drug-related activities, heavy gang activity, intimidation, stabbings, rape, prostitution, shootings, a domestic-hostage situation, tenants packing guns to the pool to sunbathe and much more.

Tenants ran and hid from management. They pulled their children indoors, closed their blinds and locked their doors. They were fearful of being evicted because they had no place to go.

The previous management solved the problem of no hot water to over half the property by installing a community hot-water heater in one apartment and then loaning the keys to tenants so they could take a shower! The air-conditioning was broken in many of the apartments and roof leaks were abundant. The occupancy rate was barely 65 percent. Most tenants were involved in criminal activity, but they refused to pay rent because of inadequate services.

We were totally unprepared to handle the criminal problems. All we did for the first 6 months was crisis control. We waited each day for something to happen, and it surely did! Convinced there HAD to be a better way, we contacted our neighboring

properties to see what they were doing. We discovered that everyone was struggling. We contacted the Glendale Police Department for help.

Suddenly, we found ourselves with an organized group of managers who met once a month with the police department to discuss strategies to improve our properties. After many monthly meetings and mini-training sessions, the police



department produced the "Landlord Training Manual" and Glendale's Crime Free Multi-Housing Program was born! In one day's time, managers now could have the training it took years to get!



Does the crime-prevention program work? YOU BET!

Using the Crime Free Multi-Housing Program guidelines, we lowered our police visits by 90 percent within a year of taking over Park Place. We still have some criminal activity because of the neighborhood. But we, the landlord and tenants, are pulling the same way--toward a safe, crime-free community.

Does the program work fast? It can, if you and the owner are willing to evict everyone from the get-go. We didn't. We never let our occupancy drop below 80 percent (after we built-up). We tried to work with the tenants to help them understand how to change their behavior. Of course, there's ALWAYS the hard cases, and you cannot do much with them.

We were firm, consistent and fair with our evictions. We quickly gained a reputation for honest management with impartial community rules, which still are working 5 years later.

The present owner recently survived a Chapter 11 bankruptcy because of, I believe, our strong tenant base and the concept of the Crime Free Multi-Housing Program. We were the first on our block to qualify for the crime-prevention program. It took approximately 6 months with management and tenants working together.

Was it expensive? We had to add peepholes and change dead bolt locks on all 159 doors! The total cost came to under \$2,000. Compare that to being 100 percent occupied with a pleasant, tenant-involved community!

By Pat Butler
General Manager
Park Place Apartments

(Reprinted with permission from the Arizona Multihousing Association Apartment News.)

A SUCCESS STORY AT STANFORD COURT APARTMENTS IN PHOENIX: INVOLVEMENT EQUALS RESULTS

Editor's Note: *This new feature of Apartment News will spotlight an AMA-member community that has reduced criminal activities through its participation in the Crime Free Multi-Housing Program, which the AMA strongly supports.*

Stanford Court, a 436-unit apartment community, was better known as "HELL TERRACE" before it was purchased by Stanford Court Limited Partnership in 1991. Its occupancy rate was 56 percent. The neighborhood disliked many of the residents, as did the police department. Officers were called almost daily for domestic violence, drugs, gun shots and other criminal activities. Maintenance workers would make graffiti clean up a daily routine. The law-abiding residents and staff feared for their personal safety.

Today, Stanford Court is a different community. Crime activity is rare. Occupancy is 100 percent with a waiting list. The Crime Free Multi-Housing Program made the difference.

The residents and staff at Stanford Court are very fortunate to reside and work where Stanford Court Limited Partnership's philosophy is to provide a community with a safe, home-like atmosphere. The owner's plan is to do this through customer service and caring about residents as people.

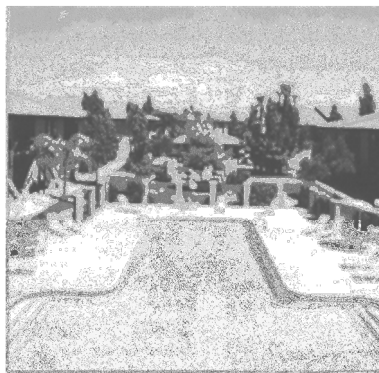
When we began cleaning up "HELL TERRACE", we did not have many of the crime-fighting programs available today. We began with better tenant screening.

We also started a two-person Resident Services Department. Their daily job was to not only talk with residents, but listen to the problems they were having with their neighbors. Our team also looked for ways to solve problems and find evidence to use in evictions.

From this program evolved our resident Block Watch Program. One captain and at least one assistant were assigned to each building. This arrangement worked and helped to recruit new volunteers who have limited time to participate in Block Watch activities. It has been through this program that residents meet and welcome new

neighbors into their community. Our outreach efforts foster a friendly, neighborhood feeling at Stanford Court. By early 1994, we began to see more "good" tenants move in as we expanded the Block Watch efforts.

In April of last year, we learned of the Crime Free Multi-Housing Program, and the staff and owners of Stanford Court completed the training taught by Phoenix Police Officer Connie Stine.



Photograph courtesy of *Far West Magazine*

As a result of the Crime Free program, Stanford Court changed all the doorplate screws to the required 3-inch size; removed several trees and installed additional security lighting. The Crime Free Lease Addendum was made poster size and displayed next to the leasing table where prospective tenants could read it. They also are told about our Block Watch program and its involvement by the entire apartment community and staff.

For many new renters, knowing that Stanford Court participates in Crime Free is the deciding reason why they move in.

Stanford Court also hosts the New Block Watchers on Patrol training program taught by Officer Ed Patterson.

Our Block Watch captains are sponsoring and planning a pancake

breakfast and ice cream social to raise money for shirts, scanners and a cellular phone. They have already planned this year's National Night Out on August 1. They plan to top last year's attendance of 500 people.

Because of our Block Watch efforts, we helped police find a juvenile who was shooting an air gun in the neighborhood. One of the shootings occurred in Stanford Court. Our Block Watchers distributed a flier to all residents and a few neighborhood Block Watch groups. Within a couple of days a suspect was apprehended by police from information received from Stanford Court's Block Watchers. The Crime Free Lease Addendum was used to evict the family from the community.

Stanford Court houses over 394 children. We provide them the Block Watch training and programs geared to their needs. Because of this, there is a drastic drop in graffiti and vandalism in our community.

Making an apartment community a safe place to live requires involvement by everyone -- owners, management companies, on-site staff and all residents. We constantly remind others and ourselves that Block Watch is a necessity in today's society. It's a training you will use the rest of your life. You become alert and aware of your surroundings, which could save a life or protect someone's property.

By Goldie Wilson, Manager
Stanford Court Apartments

(Reprinted with permission from the Arizona Multihousing Association *Apartment News*, Vol. 32 No. 6, June 1995.)

PART TWO

WHAT IS THE CRIME FREE MULTI-HOUSING PROGRAM?

WHERE IT BEGAN

The CRIME FREE MULTI-HOUSING PROGRAM began in Mesa, Arizona in July 1992. It has spread across the United States and to Canada in a very short time. It was designed to be law enforcement driven.

HOW IT WORKS

The CRIME FREE MULTI-HOUSING PROGRAM is a unique, three-phase certification program for rental properties of all sizes, including single family rental homes. The first phase is the completion of an eight-hour program taught by law enforcement personnel. Frequently, guest speakers will also attend to address specific topics relating to rental properties. This police-sponsored program is designed to be very easy, yet extremely effective, at reducing criminal activity in rental properties.

The CRIME FREE MULTI-HOUSING PROGRAM addresses these topics:

- ❖ Understanding Crime Prevention
- ❖ C.P.T.E.D. Concepts
- ❖ The Application Process
- ❖ Common Sense Self Defense
- ❖ Community Rules/Leases
- ❖ Apartment Communities/Not Complexes
- ❖ Active Property Management
- ❖ Combating Crime Problems
- ❖ Police: To Serve and Protect?
- ❖ Partnership with the Fire Department
- ❖ Dealing with Non-Compliance

Typically, the CRIME FREE MULTI-HOUSING PROGRAM is taught during a single eight-hour day. Some police agencies will sponsor two four-hour training sessions. The program is designed to be flexible, as many communities have differing needs.

WHO SHOULD ATTEND

Property owners, managers, leasing staff, maintenance personnel and others in the management team should attend the entire 8-hour training program. It is also recommended that police officers attend the training to understand the civil nature of rental communities, and to establish a rapport with managers of rental properties.

PHASE 1: TRAINING

After completion of the eight-hour training program, each participant will receive a green certificate, which has been signed by both the Sheriff and program coordinator of the CRIME FREE MULTI-HOUSING PROGRAM who is sponsoring the training.

This green certificate is to be immediately displayed in the leasing office or in a prominent place where applicants are sure to see it. **Prospective residents should be told as soon as possible that the property management is working with the police** to keep the community healthy. If there is not a leasing office, a certificate can be displayed in a 3-ring notebook with other materials used in the CRIME FREE MULTI-HOUSING PROGRAM. The manager or owner may want to show the notebook to prospective residents.

Participating managers should also begin immediate implementation of the Crime Free Lease Addendum, which is the backbone of the CRIME FREE MULTI-HOUSING PROGRAM. This addendum to the lease cites specific actions that will be taken by management if a resident, or somebody under the resident's control, is involved in illegal or dangerous activity on or near the rental property.

If the management is conducting a background check that includes credit and criminal information, the applicant should be informed before they turn in the application or pay any fees or deposits. Every prospective resident must be treated exactly the same as the others. It is important to develop office policies to ensure this.

PHASE 2: C.P.T.E.D. INSPECTION

In the second phase of the program a representative of the police department will inspect the rental property to assess physical security and general appearance of the property. If the property meets the agency's requirements, they will receive an orange certificate signed by the chief law enforcement official and program coordinator.

This orange certificate certifies that the property has met the minimum-security requirements of the CRIME FREE MULTI-HOUSING PROGRAM. The minimum-security requirements include:

MANDATORY C.P.T.E.D. SECURITY REQUIREMENTS:

1. Use of Crime Free Addendum
2. Adequate lighting
3. Proper landscaping
4. 1" Deadbolts
5. 2 ½"-3" Screws in strike plates
6. Peepholes

PHASE 3: SAFETY SOCIAL

In the third (final) phase of the program, the sponsoring law enforcement agency will conduct a Safety Social for residents at the rental community. This will include information about general safety principles and crime prevention. This will also give law enforcement the opportunity to explain the CRIME FREE MULTI-HOUSING PROGRAM to the residents of the rental community.

Management is responsible for providing food, non-alcoholic drinks and entertainment for this event. It is also suggested that property managers raffle door prizes as an added incentive to draw residents to the meeting. **It is necessary to conduct at least one (1) meeting per year to maintain full certification** in the CRIME FREE MULTI-HOUSING PROGRAM.

A blue certificate will be issued after the Safety Social to demonstrate to the residents that management is committed, and has completed all three (3) phases of the program.

FULL CERTIFICATION

Once fully certified, the property manager will receive a gold certificate. (This certificate is the only certificate that has an expiration date. It is renewed each year after the subsequent inspection and safety social have been completed.)

An added incentive to reach full certification is the use of the CRIME FREE MULTI-HOUSING PROGRAM logo in all appropriate advertisements, as well as on company letterheads, business cards and associated paperwork. This logo has achieved a very high level of recognition in the United States and Canada. It has proven very effective in attracting honest residents looking for safe housing. It has worked equally well to discourage those looking for an apartment unit in which to conduct criminal activity.

CRIME FREE SIGNS

Upon full certification management has the option to purchase and post the CRIME FREE MULTI-HOUSING PROGRAM signs on the property. It is recommended that one sign be posted at each entrance to the property where prospective residents will see them.

Carefully consider how each sign is installed to prevent theft or damage. Through bolts can be bent or stripped to prevent removal. Signs can be attached with liquid nails and/or bolted to a building at a height that cannot be reached.

FEES

There is a small fee ranging from \$10.00 - \$15.00 (dependent upon size) for each sign. The signs remain the property of the sponsoring police agency and permission to display the signs can be revoked if the property is sold, decertified, or the management no longer wishes to participate in the CRIME FREE MULTI-HOUSING PROGRAM.

MAINTENANCE

It is the responsibility of the management to maintain and replace all lost or damaged signs. Contact the Crime Free Program Coordinator if this occurs. It is a good idea to use a car wax on signs to prevent them from fading or cracking in the hot Las Vegas sun.

PHONE REQUESTS AND WEBSITE

An additional advantage to being fully certified is that people can call the Police Department for information about fully certified properties or obtain the information on the Henderson Police Department's website. The web page provides a list of all fully certified multi-housing communities in Las Vegas. This website can be found at www.cityofhenderson.com/police/community-relations-unit/certified-crime-free-properties.

CERTIFICATES & CRIME FREE SIGN



Phase I Certificate



Annual Full Certification Certificate



Phase II Certificate



Phase III Certificate



Sign

PART THREE

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

C.P.T.E.D. ELEMENTS

Crime Prevention Through Environmental Design (C.P.T.E.D.) is comprised of four (4) key elements: **Surveillance**, **Access Control**, **Territoriality**, and **Activity Support**. By implementing C.P.T.E.D. you can eliminate virtually any property crime.

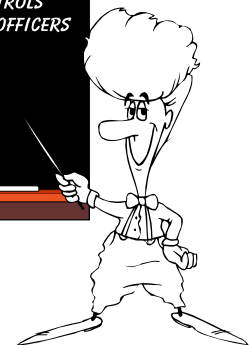
IMPROVE SURVEILLANCE

SURVEILLANCE is the first element of C.P.T.E.D. **Surveillance is the ability to look into an area, and the ability to look back out.** It can be formal or informal. **Formal surveillance** is generally organized, while **informal surveillance** is naturally occurring. **NOTE: You should observe your property from all locations, keeping in mind whether you can see into and out of the property. Keep in mind that residents and staff are formal surveillance partners, and that neighbors or visitors to your property will conduct informal surveillance of your property. Remove anything that hinders surveillance.** There are three types of surveillance to consider: *Natural*, *Mechanical* and *Organized*. The best plan will involve some combination of all three types of surveillance.

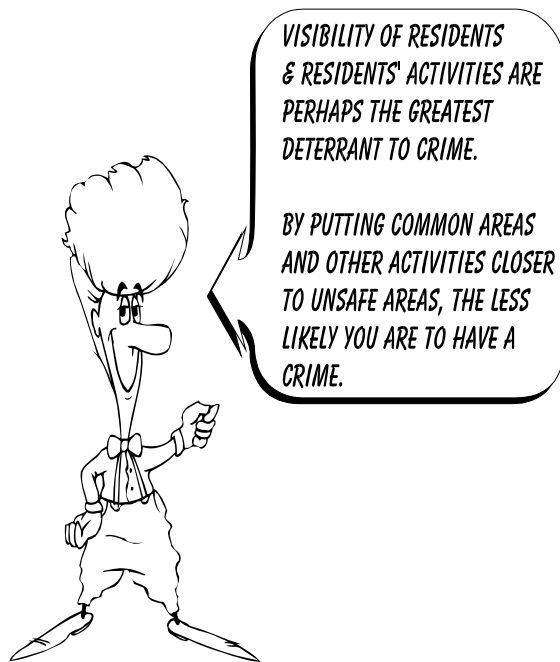
Natural Surveillance is naturally occurring. As people are moving around an area, they will be able to observe what is going on around them, provided the area is open and well lighted. Natural Surveillance is typically free of cost, but observers may choose not to get involved in any situation that may pose a potential threat to themselves or others.

When considering surveillance of your property, remember that casual observers from neighboring properties might be willing to report suspicious activity. All you need to do is ask! It is a great idea to ask them to join your Block Watch meeting and safety socials.

SURVEILLANCE	<u>NATURAL</u>	<u>ORGANIZED</u>
	RESIDENTS MANAGEMENT MAINTENANCE GROUNDSKEEPERS NEIGHBORS	RESIDENT PATROLS BLOCK WATCH SECURITY PATROLS POLICE PATROLS OFF-DUTY OFFICERS
	<u>MECHANICAL</u> CAMERAS MIRRORS C.C.T.V.	



Mechanical Surveillance employs the use of cameras, mirrors and other equipment that allows an individual to monitor a remote area. Mechanical Surveillance usually involves the purchase of moderately inexpensive mirrors to the more expensive electronic devices, such as closed circuit television (CCTV).



NOTE: Once the equipment is purchased, maintenance of the devices must be considered.

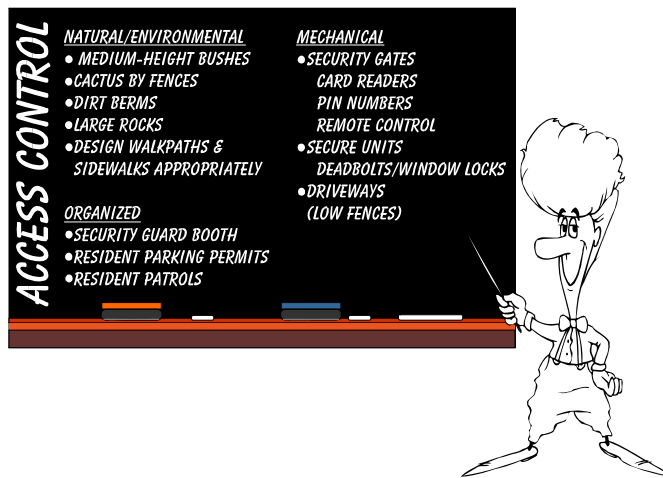
Organized Surveillance includes security patrols and other people who are organized to watch a targeted area. While this is the most effective deterrent to crime, it is also the least cost effective. While it may be necessary to employ security patrols or off-duty police officers, once the patrols are discontinued there is generally nothing left to show for your investment.

IMPROVE ACCESS CONTROL

ACCESS CONTROL is the second element in C.P.T.E.D. Because many criminals look for an easy escape, **limiting access into an area and back out again is a great way to deter criminal activity.** Access Control can be demonstrated by having one way into and out of a location, such as a security post or the use of mechanical gates. Others, who use alternative methods to enter an area look suspicious, risk detection and sense an increased risk of apprehension.

It is important to assess how the intended users are entering the property. It is equally important to assess how the non-intended users are entering the property as well. Look at perimeter fencing for damage. Look for footprints in the dirt and gravel. Check for wear patterns in grassy areas. Determining the weak points will be the first step to correcting the problem.

There are three (3) types of Access Controls to consider: *Natural* (or *Environmental*), *Mechanical* and *Organized*.



Natural/Environmental Access Control involves the use of the environment. To keep trespassers from climbing over walls for instance, you could plant a hearty cactus in the area where it will be highly visible. The use of dirt berms or large rocks can also keep unwanted visitors from entering onto private property and vacant lots.

Mechanical Access Control includes the use of security gates, which have proven very effective at reducing auto thefts, burglaries and drive-by

shootings. Most perpetrators of these crimes do not want to exit the way they entered as it gives witnesses the opportunity to record license plates and get better suspect information.

Organized Access Control entails the use of security or courtesy patrol to monitor those entering the property. Distribution of parking permits, affixed to registered vehicles, will identify which vehicles belong to the residents. **Vehicles should not be allowed to back into parking spaces, so that parking permits will be visible at all times.**

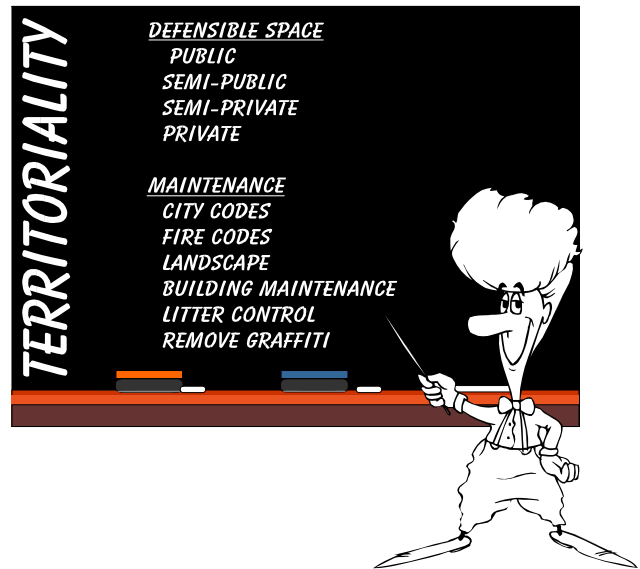
IMPROVE TERRITORIALITY

TERRITORIALITY is the third element in C.P.T.E.D. Territoriality is a psychological impression that people get when they look at the property. If management displays good territoriality, it will influence the community to respect the property as well. Good territoriality demonstrates a sense of ownership, alerting potential offenders that they don't belong there and they will be seen and reported, because undesirable behavior will not be tolerated. **It has two (2) principle components: Defensible Space and Maintenance.**

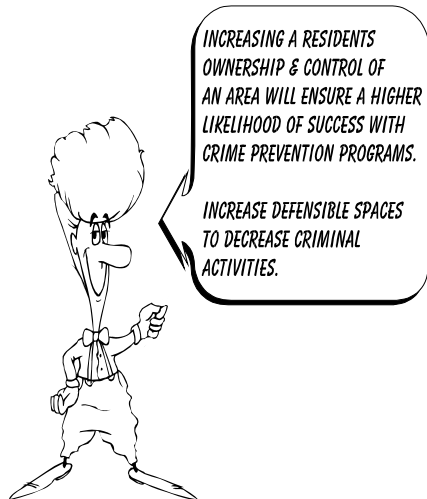
Defensible Space is divided into four (4) categories: Public, Semi-public, Semi-private, and Private.

1. **Public** areas are typically the least defensible. A car driving on a public street would not automatically arouse suspicion.
2. **Semi-public** areas might include a cul-de-sac. If there are only five homes in the circle, a driver would be expected to stop at one of the five homes or leave the area.
3. **Semi-private** areas might include sidewalks or common areas around residential areas. While most people may not confront a stranger in a common area, they are likely to call the police if the person does not appear to belong there.

4. **Private** areas are different in rental communities than in single-family home neighborhoods. In a typical apartment the private area may not begin until you actually enter into the unit. This is especially true if several units share a common balcony or stairways. In a single-family home neighborhood, many owners consider their front yard to be private or defensible space.



There are many ways to establish defensible space. By planting low growing hedges or bushes, you will show a defined property line. By posting signs such as “No Trespassing” or “No Soliciting”, you have established the area as defensible space.



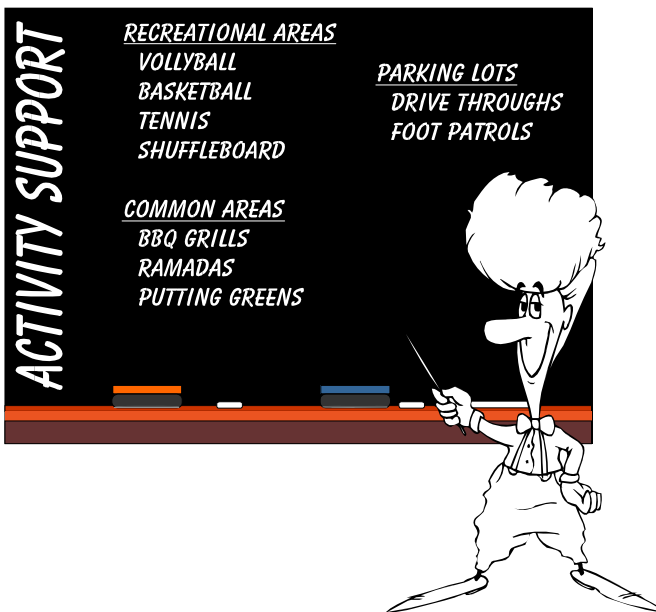
Maintenance is another key issue for Territoriality. Properties that are clean and well maintained are more likely to attract residents who take pride in their community. This also promotes confidence in the management team.

If you and a resident agree to improvements or repairs on the rental unit, make sure the details are in writing and signed by both parties. The landlord must approve all improvements to the property ahead of time, especially if the tenant expects to be reimbursed for materials and/or labor. Keep receipts and records of the time and money spent.

IMPROVE ACTIVITY SUPPORT

ACTIVITY SUPPORT is the fourth element in C.P.T.E.D. This involves the appropriate use of recreational facilities and common areas. The objective is to **fill the area with legitimate users so the abusers will leave.**

It may be difficult to believe that filling an area with legitimate users will cause the deviant users, or abusers, to leave. But the opposite is also true. If you fill an area with deviant users, the legitimate users will withdraw.



To promote Activity Support, utilize common areas effectively. By incorporating ramadas, picnic areas and other amenities into open areas, the legitimate users will maintain ownership of the property.

In recreational areas, utilize proper lighting techniques and establish community rules to encourage the proper and safe use of the facilities. For laundry facilities, exercise and game rooms, maintain unobscured visibility for the intended users.

THE 3 “D” CONCEPT OF C.P.T.E.D.

1. **D**

2. **D**

3. **D**

CONFLICTS WITH C.P.T.E.D. CONCEPTS

SURVEILLANCE	ACCESS CONTROL
<p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p>	<p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p>
TERRITORIALITY	ACTIVITY SUPPORT
<p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p>	<p><i>Concept:</i></p> <p><i>Conflict:</i></p> <p><i>Solutions:</i></p>

C.P.T.E.D. LIGHTING

Lighting by itself does not prevent crime. Many times cars are burglarized while parked under a light. Lighting provides the **opportunity for choice**; the choice to walk forward because you can see clearly that the path is **clear** AND free of danger. **IF** the user can see a potential danger (i.e. a person hiding, a gang of kids at the corner), he/she may choose to walk a different way. Lighting can illuminate a target as easily as it provides a legitimate user to see a potential threat or criminal.

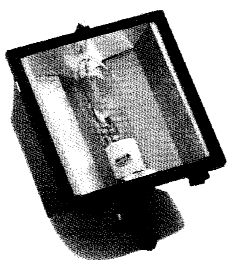
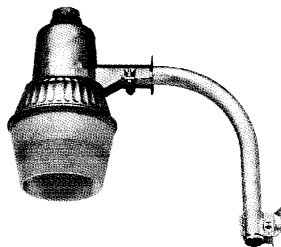
Lighting is a powerful tool the management and residents can use to control and reduce the fear and opportunity of crime.

Unless you have formal or informal surveillance of an area, lighting may not always prevent crime. In fact, good lighting without surveillance may actually encourage criminal activity in some cases.

TYPES OF LIGHTING

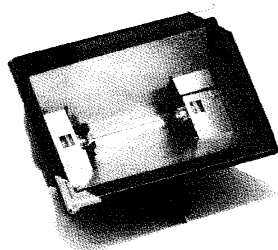
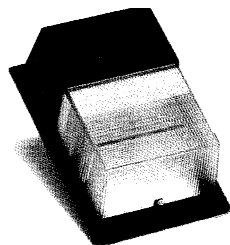
Energy-efficient lighting fixtures help you cut your electric bill. Plus, most products are easy to install because many models come pre-wired and pre-assembled. Each style comes with a lamp and you can also choose to add a photocell on some designs.

**Dusk-To-Dawn
High-Pressure Sodium**
150 watt



**High-Pressure
Sodium Flood**
150 watt

**High-Pressure
Sodium Wall Light**
70 watt



**Quartz Light Metal
Halide**
500 watt

TYPES OF LAMPS

High Pressure Sodium, Metal Halide, Mercury Vapor and Self-Ballasted Mercury Lamps are all high intensity electric discharge lamps. Except for self-ballasted lamps, auxiliary equipment such as ballasts and starters must be provided for proper starting and operation of each type, in accordance with American National Standards Institute (ANSI) specifications.

Low Pressure Sodium lamps, although technically not high intensity discharge lamps are used in many similar applications. As with HID lamps they require auxiliary equipment for proper starting and operation. These lamps, which have efficacies up to 200L/W, have a mixture of neon and argon gas plus sodium metal in the arc tube and an evacuated outer bulb. When voltage is applied to the lamp the arc discharge is through the neon and argon gas. As the sodium metal in the arc tube heats up and vaporizes, the characteristic yellow amber color of sodium is achieved.

Nominal Wattage of Lamps

Lamp wattage varies during life, because of ballast and lamp characteristics. Ballast data should be reviewed for actual wattage levels.

Voltage Control

An interruption in the power supply or a sudden voltage drop may extinguish the arc. Before the lamp will relight, it must cool sufficiently, reducing the vapor pressure to a point where the arc will restrike with available voltage. Instant restrike lamps restrike immediately with the resumption of power providing approximately 5% of steady state lumens and a rapid warm-up. Other lamps require approximately one minute cooling before relighting. Still other HID types take 3 to 20 minutes, depending on type of lamp and luminaries.

Incandescent Bulbs

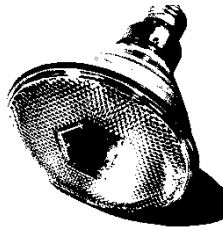


Supreme incandescent bulbs are rated at 5000 hours compared to 750 for regular bulbs. The cooler burn has an 85% longer lamp life, withstands voltage fluctuations, and its brass base offers reduced socket

freezing. Frosted or clear, available in watt varieties.

Flood Light

One-piece weatherproof construction with a brass base to reduce socket freezing. Cooler burn.



High Pressure Sodium

Hermetically sealed, this high-pressure sodium lamp offers 24,000 hours of dependable life. Built for outdoor uses, it absorbs wind and vibration, is insulated against high voltage pulses and has minimal freezing or rusting in the socket. Clear or coated. (For use in high pressure sodium fixtures only.)



COLOR RENDERING

Another key performance characteristic, *color rendering*, is the ability of a light source to represent colors in objects. The relative measure of this ability is color rendering index or CRI which rates light sources on a scale of 0 to 100.

The higher the CRI, the more vibrant or close to natural the colors of objects appear. For example, a CRI of 0 would come from a source that provides light without color, much like a black and white television. A CRI of 100 would represent a source that has the rendering capabilities of incandescent light (for sources below 5000K) or "daylight" (for sources above 5000K). CRI is especially important when evaluating fluorescent and HID sources because they have a wide range of CRIs.

Fluorescent Tubes

Cast cool, bright, economical light for indoor use.

Pictured: Circular, one of the many fluorescent tubes available.



GOALS OF LIGHTING

UNIT LIGHTING SHOULD BE:

- ❑ Energy efficient (used consistently)
- ❑ Non-tamperable (use special screws)
- ❑ Break Resistant Lens (Polycarbonate-Lexan)

BUILDING LIGHTING SHOULD:

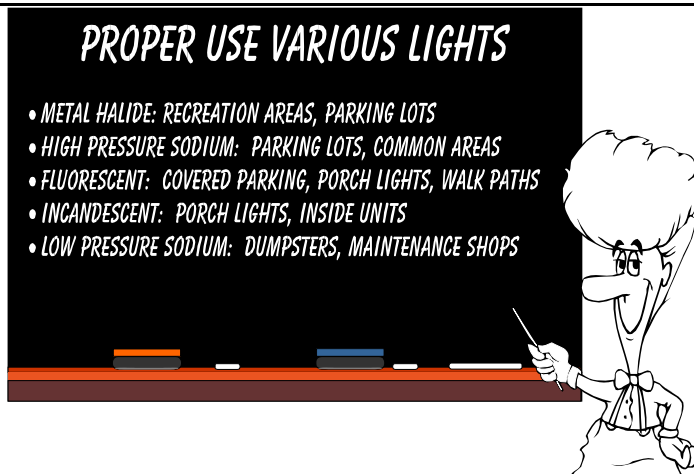
- ❑ Illuminate building numbers
- ❑ Illuminate building accesses
- ❑ Illuminate front and back areas
- ❑ Illuminate porch lights under control of building

GROUNDS LIGHTING SHOULD:

- ❑ Provide a cone of light downward to walkways
- ❑ Provide a level of lighting that will allow one to distinguish forms and movement between buildings

PROPER USE VARIOUS LIGHTS

- METAL HALIDE: RECREATION AREAS, PARKING LOTS
- HIGH PRESSURE SODIUM: PARKING LOTS, COMMON AREAS
- FLUORESCENT: COVERED PARKING, PORCH LIGHTS, WALK PATHS
- INCANDESCENT: PORCH LIGHTS, INSIDE UNITS
- LOW PRESSURE SODIUM: DUMPSTERS, MAINTENANCE SHOPS



PART FOUR

THE APPLICATION PROCESS

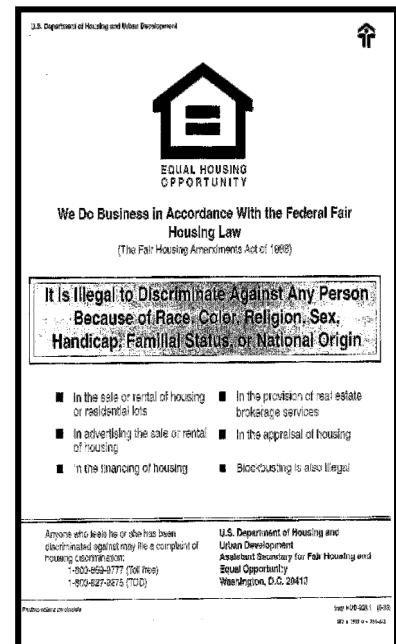
IT'S WORTH THE EFFORT

Property managers have differing views on how, or if, they should screen prospective residents. Some property managers have rigid guidelines established by the management company or owners. Other property managers may feel that calling references or checking prospective residents is not worth the effort. It is important to understand the application process and Fair Housing Laws.

WHAT ARE PROTECTED CLASSES?

Federal Fair Housing Laws strictly prohibit any discrimination against protected classes. Those protected classes may include these and others:

- ❖ Race
- ❖ Color
- ❖ Religion
- ❖ Sex
- ❖ Handicap
- ❖ Familial status
- ❖ National origin
- ❖ Source of income
- ❖ Sexual preference



What most people may not be aware of is that **EVERYONE** is in a protected class! Everyone has a race, a color, a sex and a national origin. No one can discriminate against an applicant based on their color, regardless of what color they are. No one can be denied residency based on their national origin, regardless of where they were born.

NOTE: You should keep an "Equal Opportunity Housing" sign in the office to remind prospective residents that you do not discriminate against the Fair Housing Laws.

WHAT ABOUT NON-PROTECTED CLASSES?

While discrimination against non-protected classes is not necessarily illegal, it may not be profitable either. For example, a property manager may discriminate against pet owners (provided that the applicant is not dependent upon the animal for a particular disability), but not allowing pets may turn away a large number of applicants. Another example is the property manager who chooses to rent to only non-smokers. Here again, it may be legal, but it may not be profitable.



WHAT ABOUT CRIMINAL BEHAVIOR?

At this time it is not illegal to deny residency to an applicant based on their criminal history. Keep in mind; you should not discriminate on the basis of an arrest; but only on a conviction. If an applicant says they were not convicted, but they made a plea bargain instead, it is **still** a conviction.

Behavior is not one of the federally protected classes. An applicant can be denied residency for behaviors at previous rental properties. For example, you could refuse residency to an applicant who has repeatedly disturbed or threatened previous neighbors, sold or manufactured drugs, or damaged properties they previously rented.

YOUR APPLICATION
SHOULD ASK ABOUT
THESE ITEMS...

A cartoon character with a large head and a small body, wearing a suit and tie, is pointing with a pen to a sign. The sign is titled 'APPLICATION (CONTINUED)' and contains three bullet points with checkboxes for 'YES' and 'NO'.

APPLICATION (CONTINUED)

- HAVE YOU EVER BEEN CONVICTED? YES ☐ NO ☐
IF SO, PLEASE EXPLAIN: _____
- ARE YOU CURRENTLY INVOLVED IN ANY ILLEGAL ACTIVITIES? YES ☐ NO ☐
IF YES, PLEASE EXPLAIN: _____
- DO YOU CURRENTLY USE OR SELL ANY ILLEGAL DRUGS? YES ☐ NO ☐
IF YES, PLEASE EXPLAIN: _____

When looking at criminal history of prospective residents, ask yourself, “Is this a crime that poses a threat to my residents?” A felony embezzlement charge may not be a threat, but a misdemeanor charge for assault may constitute a threat.

Notes:

MAKE CRIME FREE MULTI-HOUSING A COMMITMENT!

It is important to convey to all perspective residents your intentions to participate in the Crime Free Multi-Housing Program. Some property managers will attach a copy of the Crime Free Addendum to each application, while other property managers will display a poster-sized copy of the addendum in an area where prospective residents fill out their application.

Be certain to treat all applicants equally and fairly. **Also be certain to tell them about your participation in the Crime Free Multi-Housing Program before they fill out the application.** This gives them the opportunity to continue looking for other options.

NOTE: If an applicant refuses to live in a Crime Free Community, you won't have to deny their application!

DISCLOSURE

If an applicant discloses previous criminal history of convictions on the application, you should decide whether or not to accept the application immediately. If you accept the application, you may lose the right to deny the application later for any information they have disclosed.

Check with your management company and/or attorney to be certain of your company's policy in this regard.

Do NOT forget...check each application thoroughly before accepting it or any processing fees.

Notes:

THE APPLICATION FORM
(EXAMPLE ONLY)

PROPERTY:

APPLICATION FOR RESIDENCY

NAME _____ **SOCIAL SECURITY #** _____

DATE OF BIRTH _____ PLACE OF BIRTH _____

SPOUSE'S NAME _____ **SOCIAL SECURITY #** _____

DATE OF BIRTH _____ PLACE OF BIRTH _____

TOTAL NUMBER OF MINORS TO OCCUPY UNIT _____ LIST AGES _____

CURRENT ADDRESS _____ **SINCE** _____

CITY _____ STATE _____ ZIP _____ PHONE _____

LANDLORD'S NAME _____ PHONE _____

PREVIOUS ADDRESS _____ **SINCE** _____

CITY _____ STATE _____ ZIP _____

HAVE YOU EVER BEEN EVICTED OR HAD A FORCIBLE DETAINER FILED AGAINST YOU?

REASON

DRIVERS LICENSE # _____ STATE _____ EXP. DATE _____

SPOUSE'S DR.LIC. # _____ STATE _____ EXP. DATE _____

VEHICLES - YOU OWN, ARE BUYING, AND/OR WOULD BE PARKING ON THE PROPERTY:

MAKE/MODEL/YEAR/COLOR/LICENSE PLATE #/EXP. DATE/STATE _____

EMPLOYER'S NAME _____

ADDRESS _____ CITY _____ PHONE _____

DATED STARTED _____ POSITION _____ SUPERVISOR _____

GROSS INCOME _____ PER _____

SECOND/FORMER EMPLOYER

ADDRESS _____ CITY _____ PHONE _____

EMPLOYED FROM _____ TO _____ POSITION _____

GROSS INCOME _____ PER _____ SUPERVISOR _____

SPOUSE'S EMPLOYER

ADDRESS _____ CITY _____ PHONE _____

DATED STARTED _____ POSITION _____ SUPERVISOR _____

GROSS INCOME _____ PER _____

ANY ADDITIONAL INCOME (STATE SOURCE AND AMOUNT) _____

NAME OF BANK	BRANCH/ADDRESS	TYPE OF ACCOUNT	ACCOUNT NUMBER
--------------	----------------	-----------------	----------------

CREDIT REFERENCES:

CREDITOR'S NAME	TYPE OF ACCOUNT	ACCOUNT NUMBER	MONTHLY PMT.	IN WHO'S NAME
-----------------	-----------------	----------------	--------------	---------------

TWO PERSONAL REFERENCES:**NAME****ADDRESS****CITY****PHONE****RELATIONSHIP**

Have you ever been convicted of a crime, placed on probation/parole, is there a current warrant for your arrest, or are you currently involved in any criminal activity? _____ Explain: _____

All information furnished on this application is to the best of my knowledge, complete and accurate. Discovery of false or omitted information constitutes grounds for rejection of this application. You or any agent of your choice may verify any and all information from whatever source that you choose. I authorize all persons/or firms named in this application to freely provide any requested information concerning me and hereby waive all right of action for any consequence resulting from such information.

I acknowledge payment of \$_____ as a nonrefundable fee for the purpose of processing this application.

Applicant _____	Date
Spouse _____	Date

(EXAMPLE ONLY)

STATEMENT OF RENTAL POLICY

THIS COMMUNITY WILL NOT DISCRIMINATE AGAINST ANY PERSON BASED ON RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, FAMILIAL STATUS, OR DISABILITY.

OCCUPANCY STANDARD: TWO (2) PERSON MAXIMUM OCCUPANCY PER BEDROOM

RENTAL APPLICATION EVALUATION GUIDELINES:

- Age Requirement: Lease holder(s) must be 18 years or older. All occupants 18 years or older will be required to complete an application (even if living with parent or guardian). Co-signers are not accepted.
- Income Requirement: The gross monthly income of all lease holder(s) will be considered jointly and must equal ____ times the rental amount on the apartment. All income must be verifiable.
- Employment Verification: *Lease holder(s) must be currently employed, or provide written evidence of regular income sufficient to at least ____ times the rental amount on the apartment, for the lease term.
- Self Employment: Must provide the previous year's personal income tax return and the previous two (2) months personal bank statements as evidence of sufficient income. Persons who hold jobs that are commission only, or base salary plus commission, or tips, bonuses will be considered self-employed.
- Residency: Up to two (2) years residency history will be reviewed and must exhibit no derogatory references. Any debt owed to a Concierge property must be paid before lease can be approved.
- Credit Requirements: The credit history will be reviewed and no more than ____% of the total accounts reported can be over 60 days past due, or charged to collection in the past two years.
- Pets: All pets are subject to property policy.
- Application Fee: A \$____ non-refundable application fee is required per application.
- Criminal History: Must exhibit no criminal conviction involving violence, fire arms, illegal drugs, theft, crimes involving theft, or destruction of property, or any crime involving a minor.

This will include person(s) who have received deferred adjudication and/or have not yet satisfied the probationary period of a deferred adjudication for any of the above mentioned offenses.

ADDENDUM TO THE APPLICATION:

Are you a current illegal abuser of a controlled substance?_____ Have you ever been convicted of the illegal use, manufacture, sale or distribution of a controlled substance?

I UNDERSTAND AND ACCEPT THESE QUALIFYING STANDARDS AND HAVE TRUTHFULLY ANSWERED ALL QUESTIONS. FURTHER, I UNDERSTAND THAT FALSIFICATION OF RENTAL APPLICATION INFORMATION WILL LEAD TO DENIAL OF RENTAL. CONCIERGE MANAGEMENT CORPORATION'S RENTAL POLICIES ARE GUIDELINES, WHICH ENABLE US TO ACCEPT AS PROSPECTIVE RESIDENTS THOSE INDIVIDUALS WHO ARE CREDITWORTHY AND DO NOT HAVE A CRIMINAL BACKGROUND. THIS RENTAL POLICY DOES NOT INSURE THAT ALL INDIVIDUALS RESIDING ON OR VISITING THE PROPERTY CONFORM TO THESE GUIDELINES.

_____/_____
Prospective Resident Date

_____/_____
Prospective Resident Date

_____/_____
Prospective Resident Date

_____/_____
Agent For Owner Date

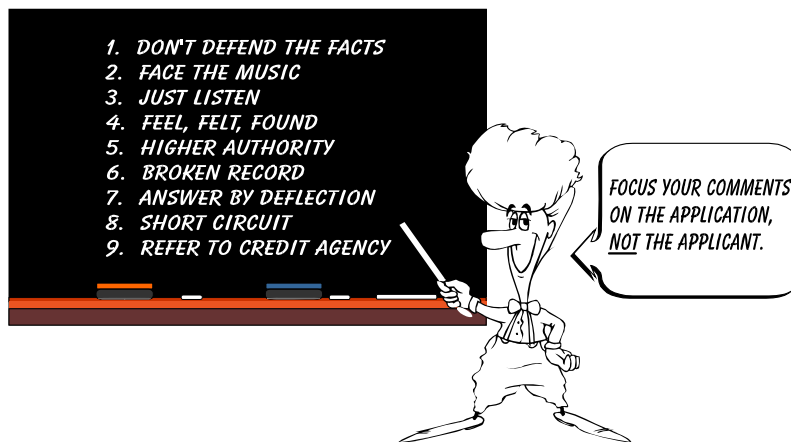
CREDIT REPORTING AGENCIES

Many credit reporting agencies will offer to search local or county court records for criminal data pertaining to your prospective tenants. While many of these companies make claims, the results they get may vary as greatly as the costs.

It is important to *shop around* for the best results, using a control group of names currently being processed. In most cases, you will see the best results from companies that use licensed private investigators, and search multiple courts and jurisdictions.

REFUSING AN APPLICATION

Try to resolve the applicant's questions by using as few of these techniques as possible.



1. Don't Defend the Facts

8. Short Circuit

2. Face the Music

9. Refer Applicant to Credit Agency

3. Just Listen

4. Feel, Felt, Found

5. Higher Authority

6. Dumb Broken Record

7. Answer by Deflection

BOTTOM LINE:

**PLAN YOUR WORDS VERY
CAREFULLY --**

**DISCRIMINATION SUITS ARE
FILED WHEN MANAGERS SAY
TOO MUCH!**

*Note: This is derived from an article that appeared in
Property Management Magazine October 1992*

PART FIVE

COMMON SENSE SELF DEFENSE

AWARENESS IS THE KEY

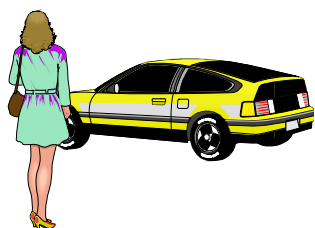
Most crimes can be prevented if there is careful consideration given to measures proven to reduce the likelihood of criminal activity. It is important to assess the types of crimes that have occurred on the property, as well as crimes that have been committed on similar properties. To discount the possibility of crime because "It has never happened before" is not using good sense.

It is imperative to understand the potential for many crimes exists and that steps to prevent those crimes should be taken before they occur. Many times, crime prevention involves keen awareness of the surrounding area, and that doesn't cost a lot of money. Using a buddy system after hours is one inexpensive way to reduce the likelihood of an attack.



WORKING AFTER DARK

When working late, it is a good idea to have another person in the office or nearby. A person walking to a car alone is much more likely to be attacked than a person who is walking with somebody else is. There is strength in numbers!

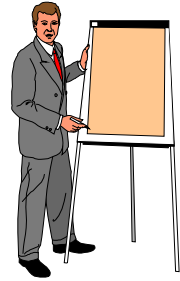


If a person must walk out to their car alone, it is a good idea to have the car as close to the office as possible, reducing the walking distance. Whenever possible, employees (especially employees who may leave after dark) should be given assigned parking spaces closest to the office area, or be allowed to move their vehicles closer before it gets dark.

If this is not possible, assign an area as close as possible which has excellent security lighting that cannot be easily disabled. It is also essential, when trimming bushes or trees, to keep in mind the casual observers who may live or be visiting in the general area. Keeping bushes and trees trimmed and/or removing any objects that may block surveillance of the area or offer a hiding place for an attacker will also allow the casual observer an open field of vision into the area.

EMPLOYEE TRAINING PROGRAMS

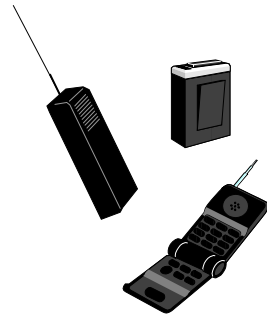
Employees should receive training to prepare themselves for all types of crime situations. Typically, police departments will offer free classes that deal with common sense self defense. There are also private firms that can take the training one step further, even offering chemical sprays or other devices to discourage an attack.



When working alone in an office an employee should be certain that all doors and windows have been secured. It is a good practice to notify another person when working late as well. There should be a telephone nearby, should they need to call the police or another person for assistance.

STAY IN TOUCH

Cellular telephones and two-way radios are another good way to stay in touch, not only when someone is in the office, but when they have to step out for a moment as well. Pagers are another good way to summon help from maintenance people or grounds keepers. Many property managers have established special codes that can be entered into digital pagers to quickly identify problem situations that may occur.



ARMED ROBBERY PREVENTION



Armed robbery is a serious concern not often recognized by property managers or leasing staff. It is not uncommon for managers to collect thousands of dollars during the first part of the month. Keep in mind, an armed robber will kill a convenience store clerk for \$50.00 in cash. Many property managers keep much more than this available in the form of petty cash alone.

Earlier, we addressed Risk Management and the option of Risk Acceptance, or accepting the risk. In this case, Risk Transference would involve transferring that risk by purchasing a good safe with a special courier service.

Risk Spreading is a third option in risk management. This involves keeping money in different locations, so even if one safe area is found, the money in other safe areas may go undetected. Another way to spread the risk is to make frequent deposits with smaller amounts per deposit.

Risk Avoidance is a fourth option. Make a “No Cash Accepted” policy in the office. This can also help to prevent internal theft and embezzlement, by avoiding a situation entirely.

At the very least, property managers should place signs in highly visible areas that say the management will not accept cash and they keep no cash on the premises. Recommended areas are at the front door and at reception or desk areas.

The potential for an armed robbery is not only in the office, but at the night drop as well and everywhere in between. The potential for the money to be left behind, dropped or stolen is considerably high. The risk to employees who carry the money may be even higher.

*TOO OFTEN A WOMAN IS
RAPED WHILE SHOWING A
RENTAL UNIT.*

*SET POLICIES TO REDUCE THE
POSSIBILITY OF AN ATTACK.*



CRIME FREE ACRES

Apartment Community

MEMO

TO: All Employees

FROM: Molly Manager

RE: Safety Policy

- ❖ All applicants shall be **required to show a state issued or military photo identification card**. This card shall be photocopied and placed in a secure place while the applicant looks at the unit. The identification will be returned immediately afterwards.
- ❖ Property managers and agents shall require the applicant to **complete a Guest Information Card** in the applicant's own handwriting. This should include their current address and phone number. (This policy should be posted as well.)
- ❖ Property managers and agents shall **notify another person about the showing** before you go and tell them what time you expect to return. If, for whatever reason, you feel in danger, do not take any risks! Trust your instincts! Reschedule the showing for another time when you are more comfortable.
- ❖ When showing an apartment to a prospective resident, allow them to enter first. **Position yourself by the nearest exit**. Leave the door open wide until you leave, but be aware for suspicious people lurking outside the unit. NEVER follow the prospect into another room. **If you feel threatened, leave immediately** and call for help.
- ❖ Always **keep vacant apartments or model units well secured**. When entering vacant units by yourself, lock the door behind you. It is a good idea to carry a radio or cellular phone with you. If possible, have a staff member accompany you when you make your appointed rounds.
- ❖ At the very least, agents should **consider carrying a whistle, personal alarm or self-defense spray**, and know the hazards and limitations of whichever method they choose. Self-defense classes may be another option to consider. Firearms are generally not a good option for many people.
- ❖ **Report all suspicious activity** to police and management immediately!

(It is a good idea to have a written policy posted where all applicants will see it.)

PART SIX

COMMUNITY RULES AND LEASE AGREEMENTS

MAKING RULES

Rules and Regulations (According to Nevada Revised Statute 118A.320)

Property managers are permitted by law to enact rules.

- A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. Such rules or regulations are enforceable against the tenant only if:
 - 1) Its purpose is to promote the convenience, safety or welfare of the landlord or tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants.
 - 2) It is reasonable related to the purpose for which it is adopted.
 - 3) They apply to all tenants in the premises in a fair manner.
 - 4) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what must or must not be done to comply.
 - 5) It is in good faith and not for the purpose of evading an obligation of the landlord.
 - 6) It does not affect the tenant's obligation to pay rent, utilities or other charges.
 - 7) It does not affect, before the end of the duration of the rental agreement, any right the tenant may have under the rental agreement to keep a pet.
 - 8) The tenant has notice of the rule or regulation at the time the tenant enters into the rental agreement or after the rule or regulation is adapted by the landlord.
- B. A rule or regulations adopted after the tenant enters into the rental agreement which works a material modification of the bargain is enforceable against a tenant:
 - 1) Who expressly consents to the rule or regulation in writing.
 - 2) Who has 30 days' advance written notice of the rule or regulation.

A landlord may at any time adopt rules, regulations and community policies for the rental property so long as they meet the requirements of this section. At the time a tenant signs or enters a rental agreement be certain that they are given a written copy of all rules and regulations. Additionally, it is a good idea to post signs pertaining to particular rules in a conspicuous place so that all tenants and their guests are aware of them. For instance, pool hours and rules should be posted in the pool area, as should rules that apply to the laundry room or recreation room be posted in each room, respectively.

Whether a rule or policy complies with this section of the statute is for judicial interpretation. A court will review the rule in light of the guidelines set forth in NRS 118A.320 and in reference to the particular factual situation present. If a judge feels a specific rule is unfair, vague, discriminatory or an attempt by the landlord to evade his obligations, the court can declare the rule void, or go so far as to terminate the rental agreement.

If the landlord wishes to enact and enforce new rules and regulations, notice must be given to all tenants. Notice should be given by delivering copies of the new rule in hand to the tenant or sending copies by certified or registered mail. New rules or regulations need not be effective on the date that rent is paid but can be implemented at any time of the month. Note, however, that new rules cannot have the effect of substantially modifying a tenant's rental agreement. A rule or regulation that does so would generally be viewed as an attempt by the landlord to evade or alter his obligation. For instance, you cannot enact a community policy or regulation to increase the amount of rent or late charges a tenant pays or require the tenant to pay a fee for delivery of a 5-day notice. Any such charges must be spelled out in the lease agreement at the time landlord and tenant sign it.

USE OF THE CRIME FREE LEASE ADDENDUM

The Crime Free Lease Addendum was developed to give reasonable notice to new residents (at the time they enter into the rental agreement) about activities or behaviors that contradict property rules, regulations, lease agreements or state statutes.

The Crime Free Lease Addendum should be applied equally and fairly to all residents of an apartment community. All NEW residents should sign the Crime Free Lease Addendum. It is advisable to also request for all LEASE RENEWALS to sign the Crime Free Lease Addendum. This is an excellent opportunity to demonstrate management's commitment to keep dangerous and illegal activity off of the property.



CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident on or off the resident premises:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or off the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

Initials: _____

2. Shall not engage in any act intended to facilitate criminal activity.

Initials: _____

3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.

Initials: _____

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in N.R.S.453.566 and N.R.S.453.321, at any locations, whether on or off the dwelling unit premises.

Initials: _____

5. Shall not engage in any illegal activity, including, but not limited to:

A: prostitution as defined in N.R.S. 201.295;

B: criminal street gang activity as defined in N.R.S. 193.168;

C: assault and battery as prohibited in N.R.S. 200.471, and N.R.S. 200.481, including domestic battery;

D: the unlawful discharge of a weapon, on or off the dwelling unit premises, as prohibited in N.R.S. Chapter 202; or

E: any breach of the lease agreement that jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.

Initials: _____

6. *VIOLETION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.* A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

Initials: _____

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

Initials: _____

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

Initials: _____

*** I authorize property management to use police generated reports as Direct Evidence against me in an eviction hearing. ***

_____ Resident Signature	_____ Date	_____ Property Manager's Signature	_____ Date
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_____ Resident Signature	_____ Date	_____ Name / Address of Property
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SUPLEMENTO DEL CONTRATO DE ARRENDAMIENTO ÁREA LIBRE DE CRIMEN

En consideración a la ejecución o renovación del contrato de arrendamiento de la unidad de vivienda aquí identificada, el Administrador de la Propiedad o Dueño y Residente acuerdan lo siguiente:

El residente, cualquier miembro(s) del hogar del residente, un huésped o cualquier otra persona afiliada con el residente, acuerdan que dentro o fuera del domicilio de éste mismo:

1. No se involucrarán en actividades criminales, incluyendo actividades criminales relacionadas con las drogas, dentro o fuera del mencionado domicilio. “Actividades criminales relacionadas con las drogas” significa: la manufacturación, venta, distribución, el uso o posesión con la intención de fabricar, vender, distribuir, o usar una sustancia ilegal o controlada (como se especifica en la Sección 102 del Acta de Sustancias Controladas [21 U.S.C. 802]).

Iniciales: _____

2. No participarán en ningún acto con la intención de facilitar actividades criminales.

Iniciales: _____

3. No permitirán que la unidad de vivienda sea usada para actividades criminales, o para facilitar estas mismas.

Iniciales: _____

4. No participarán en la manufacturación, venta, uso, almacenaje, retención o distribución ilícita de una sustancia ilegal o controlada como se especifica en el N.R.S.453.566 y el N.R.S.453.321, en ningún lugar, ya sea dentro o fuera del domicilio de la unidad de vivienda.

Iniciales: _____

5. No participarán en ninguna actividad ilegal, incluyendo, pero no limitado a:
A: la prostitución como se especifica en el N.R.S. 201.295;
B: las actividades criminales por pandillas callejeras como se especifica en el N.R.S. 193.168;
C: la agresión con lesiones como está prohibido en el N.R.S. 200.471 y el N.R.S. 200.481, incluyendo lesiones por violencia doméstica;

D: el descargo ilegal de un arma, dentro o fuera del domicilio de la unidad de vivienda, como está prohibido en el N.R.S. Capítulo 202; o

E: cualquier incumplimiento del contrato de arrendamiento que ponga en peligro la salud, seguridad, y el bienestar del propietario, su agente, u otro inquilino, o que involucre daño inminente o realmente serio a la propiedad.

Iniciales: _____

6. ***VIOLACIÓN DE LAS PROVISIONES ARRIBA MENCIONADAS, SERÁ UNA VIOLACIÓN SUSTANCIAL E IRREPARABLE DEL CONTRATO DE ARRENDAMIENTO Y CAUSA SUFICIENTE PARA LA TERMINACIÓN INMEDIATA DE ÉSTE MISMO.*** Una sola violación de cualquiera de las provisiones de este artículo suplementario, será considerada una violación seria y un incumplimiento sustancial e irreparable del contrato. Se entiende que una sola violación será causa suficiente para la terminación inmediata del contrato de arrendamiento. A menos que de otra manera sea previsto por la ley, prueba de violación no requerirá de una condena criminal, pero será basada por la preponderancia de evidencias.

Iniciales: _____

7. En caso de conflicto entre las provisiones de éste artículo suplementario y cualquier otras provisiones del contrato de arrendamiento, las provisiones de éste artículo suplementario, regirán.

Iniciales: _____

8. Este ARTÍCULO SUPLEMENTARIO del contrato de arrendamiento es incorporado a la ejecución o renovación del mismo, en éste día, entre el Administrador de la Propiedad o Dueño y Residente.

Iniciales: _____

*** Autorizo a la administración de la propiedad a que use reportes generados por la policía como Evidencia Directa contra mí en una audiencia de desalojo. ***

_____ Firma del Residente	_____ Fecha	_____ Firma del Administrador de la Propiedad
_____ Fecha		

_____ Firma del Residente	_____ Fecha	_____ Nombre / Dirección de la Propiedad
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PART SEVEN

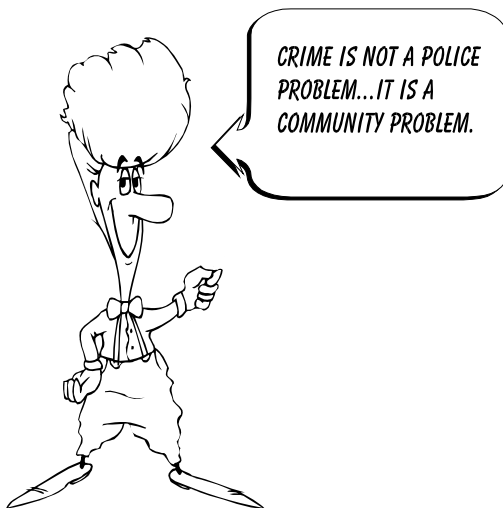
COMMUNITIES, NOT COMPLEXES!

NOT A COMPLEX

Rental properties are not complexes. **Complexes are disorders!** Rental properties are small communities where people live, and many raise a family. It is important to view each property as a community within a community. Residents need to feel they are a vital part of a healthy community. When residents feel at home, they are more apt to take pride and ownership of the area.

If residents of a rental property are fearful or not familiar with others in that community, many problems can result. Residents will be less likely to report suspicious or illegal activity, and that causes apathy. When apathy pervades, soon drug dealers and other undesirables will begin to take over the area. The only thing necessary for these activities to flourish is for good residents to do nothing to stop it. It doesn't take long for those who perpetrate illegal activity to realize no one is going to report them.

NOT A POLICE PROBLEM



Crime is NOT a police problem. It is a COMMUNITY problem. The police ARE a part of the community, so this does not exclude the police. It certainly is the police department's role to arrest people involved in illegal activity, but if the management re-rents to others committing criminal acts, the problem does not go away.

For example, if neighbors complain that various types of illegal activity are making a park unsafe for children to play in; this is not necessarily a police problem. The police can remove the persons committing crimes in the park, but if the residents don't follow-up by using the park, other illegal activities will soon begin again.

PROBLEM SOLVING

1. Identify

2. Identify

3. Identify

4. Identify

5. Identify

6. Identify

HOW TO BEGIN

Start with residents that care about their environment. If you promote a strong sense of community concern, residents will not tolerate illegal activity, and are even willing to testify in court about abhorrent behavior among other residents. Remember that criminals are like predators, seeking the easy target. If they are able to scare residents into silence, they can perpetrate the crimes.

As previously stated, one of the most violent elements in society today is apathy. Ignoring a crime problem will allow it to flourish more rapidly. It works the same way as weeds. Ignoring a problem will not make it go away. Usually it will get worse.

FORM VS. FUNCTION

While a small sports car may be very attractive, it does not offer much protection in an accident. The 1955 sedan that weighs twice as much (or more) will offer better protection. The point is, **it doesn't matter how pretty something is. If it isn't safe, it isn't practical.**

Property management will spend tens of thousands of dollars to beautify a property, but they will not invest in security lighting. A person looking for a safe place to live may shy away from a property that is too dark, but a drug criminal may choose a property for that very reason.

The key to having a nice apartment community begins with attracting the right residents. If your property is clean and attractive, you are more likely to attract residents who will keep their rental units clean as well. Trimming trees and bushes doesn't have to be expensive. Responsible applicants will come if they feel responsible management is running the property

It is difficult to attract good residents if you have current residents loitering in the parking lots or common areas drinking alcohol or using drugs. People who conduct this kind of behavior will not only prevent good residents from moving in, they will influence your best residents not to renew their lease.

*ONE IRRESPONSIBLE RESIDENT
CAN EASILY DISTRESS AN
ENTIRE BUILDING AND CAUSE
SEVERAL OF THOSE RESIDENTS
TO REFUSE THE OPTION OF
RENEWING A LEASE.*



It is a good idea to visit the property at all times of the day and night to see how the residents behave. This is especially important for properties with off-site management or absentee landlords. Don't rely on independent management companies that contract their services. Many times they are chiefly concerned only with collecting the rent.

THE NEXT STEP

Once you have attracted the right applicants, be sure to sell them on the benefits of your particular property. It is a great idea to highlight the best features of the property. But keep in mind, many properties have great amenities. You need to appeal to concerns about safety and security. While no property manager can guarantee a resident will not be affected by crime, a resident will take great comfort in knowing the property has established a good rapport with the local police.

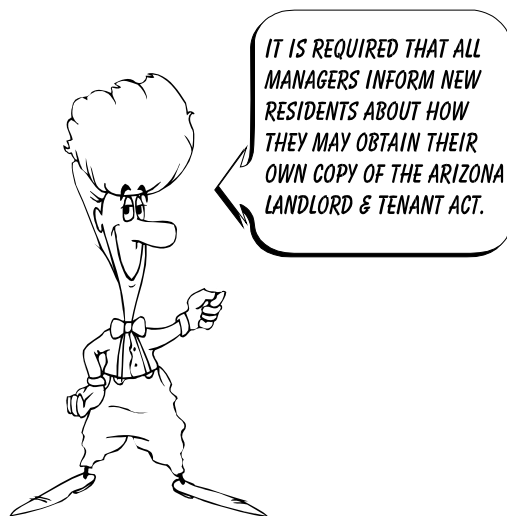
Good prospects will be happy to hear management is a member of the CRIME FREE MULTI-HOUSING PROGRAM. **Prospects with a history of drug or other illegal activity may simply say, "Thank you, there is one other place I want to look at first."**

Be fair, but be firm in your residency requirements. It's your right. One property manager notorious for her strict guidelines was reported to the attorney general's office for possible discrimination. People from various classes were sent to the property to audit the manager. The report concluded the manager was equally rude to everyone; there was no discrimination, she was just very strict.

Once a resident shows interest in the property, let them know that all residents at the property have been required to sign the Crime Free Lease Addendum and pass a criminal background check. While this is no guarantee, it does show that management is doing everything they can legally do to reduce the likelihood of criminal activity on the property.

CLOSING THE DEAL

Once an applicant has been approved for residency, they will come into the office to review community rules and sign the rental agreements. This is a good time to explain management and resident responsibilities.



Managers may choose to supply a copy of the "Nevada Landlord Tenant Act" for new residents, or refer them to the Nevada Secretary of State Office.

Property managers should discuss their responsibilities (NRS 118A.240) and the responsibilities of the residents (NRS 118A.310). This is a great way to establish a professional, yet personal, rapport with the new residents.

Note: Be sure to give the residents a photocopy of their signed, Crime Free Lease Addendum.

KEEP IT GOING

The Crime Free Multi-Housing Program requires community activities at least annually. Try to plan various activities that are sure to draw as many residents as possible. Food, drinks, door prizes and music are sure to draw large turnouts.

*INCLUDE THE ADULTS,
CHILDREN AND TEENAGERS
IN YOUR COMMUNITY
EVENTS!*



When residents feel they are a part of a community, they are more likely to work out differences with neighbors. Residents who don't associate with neighbors are much more likely to make complaints to management. People who use rental properties to promote illegal activity prefer to live in properties where residents keep to themselves, and community activities are less frequent.

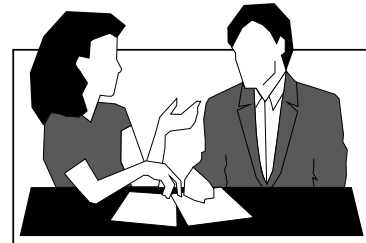
To attract residents it may be necessary to invite a band, disc jockey, or sponsor a night of karaoke. This is likely to draw a lot of residents, especially if you have free food, drinks and giveaways to raffle off. By having functions that include all ages, residents begin to put names with faces, and faces with unit numbers. Residents will be less likely to cause problems in an area where they are well known.

PART EIGHT

ACTIVE PROPERTY MANAGEMENT

TAKING A COMPLAINT

An apartment community needs active management to deal with the daily problems that can arise among residents and guests. A manager should always be fair and impartial when hearing about resident complaints. It is good management to hear both sides of the story whenever possible. Calling both residents into the office may be one way of resolving small problems between residents.



In cases where there is a potential for violence, it may be necessary to call the police, or at the very least try to keep the residents apart. If the complaint amounts to a breach of the rental agreement or the Crime Free Lease Addendum, and one resident is willing to write a complaint and testify in court, you may want to serve the notice even though you were not an eyewitness to the event. Let the judge decide.

When property managers show a genuine interest in the residents' concerns, it encourages the residents to take ownership of the community. If residents feel their concerns will fall on deaf ears, they will stop bringing issues to management. This is not a good thing, as small problems will progress to larger ones, and those problems can lead to catastrophes.

ROUTINE PROPERTY INSPECTIONS

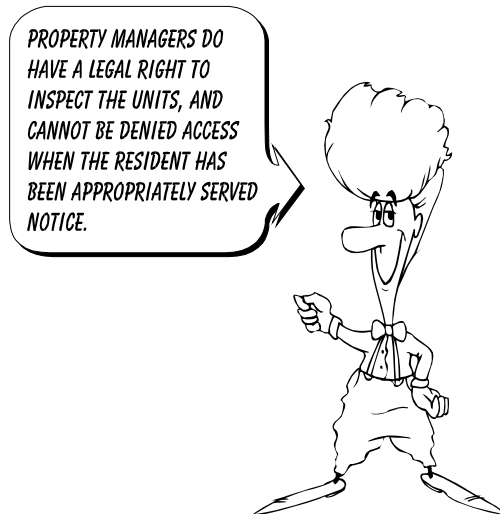
In Nevada, you must serve a 24-hour notice before entering the unit. If a manager or agent of the property enters the unit without legal notice, the resident may obtain injunctive relief to prevent the recurrence of the conduct, choose to terminate the rental agreement and/or recover actual damages.

In some larger properties it may not be possible to inspect every unit on a quarterly or semi-annual basis, but for smaller rental properties it could be a valuable use of time. Routine property inspections should be conducted for all residents equally and fairly.

Routine inspections may be conducted for the purpose of replacing air conditioning filters or inspecting a property for damage, when reasonable grounds exist that a problem has occurred (such as roach infestation or water damage).

Inspections should never be conducted for the purpose of singling out a particular resident without cause. It should never be done for personal reasons or for retaliation on the part of the management.

If residents refuse to allow the manager or an agent to inspect the unit or any part of the unit, the manager may serve a ten-day notice for non-compliance. Residents cannot install interior deadbolts or refuse you to inspect a part of the unit.



In an emergency situation, such as fire or water damage, a manager may enter the unit without serving notice to protect the property from excessive damage. If the manager has reason to believe a resident may be injured or ill, they may enter the unit to check the welfare of the resident if other attempts do not work.

GOOD PROPERTY MAINTENANCE

Building Maintenance - The building should have a bright colored paint to reflect ambient light. Keep the buildings looking "cared for."

Stairs/Balconies - Stairs & balconies should not have a cluttered appearance. They should appear clean and safe.

Courtyards - Keep trees and bushes trimmed. Maintain good lighting and litter control.

Common Areas - Laundry and recreational areas should be clean, well lit and promote a sense of safety.

Parking Lots - Maintain lighting, asphalt and signage. Paint speed bumps and fire lanes as necessary.

Perimeter Fencing - Inspect for damage to structures and repair immediately. Paint over graffiti ASAP.

Litter Control - All members of the management team should pick up litter or debris whenever they see it. Encourage residents to help keep their community clean.

PART NINE

COMBATING CRIME PROBLEMS

WHOSE JOB IS IT?

Property managers get frustrated very quickly when trying to report crime problems to the police. It just seems the police don't show enough interest. If they cared, they would arrest the troublemakers, right? Well, it's not that easy.

Some property managers are viewed as apathetic toward crime. It appears that property managers intentionally rent to anyone, as long as they pay the rent. Some police officers are viewed as apathetic toward problems that arise in rental communities. It appears the police are in too much of a hurry to get to the next call, or the next cup of coffee.

MANY MISCONCEPTIONS ABOUT THE POLICE DEPARTMENT AND PROPERTY MANAGEMENT CAN BE QUICKLY CLEARED UP WHEN POLICE AND MANAGERS OF RENTAL PROPERTY SIMPLY TALK ABOUT THEM.



The truth is, there are some property managers and police officers that could do a better job. But the majority of police officers and property managers are doing their best. There is just the issue of misconceptions about what the police can and cannot do, as well as what the property manager can and cannot do.

The Displacement Theory

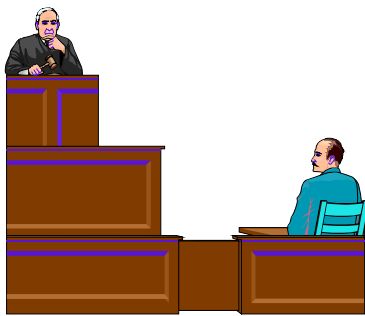
If management depends too heavily upon the police to deal with criminal activity on the property, they'll likely be disappointed. The police cannot do very much alone. For example, consider the balloon displacement theory.

If a balloon is squeezed from one side, all of the air is displaced to the other side. When the balloon is released, all of the air comes back again. The police have this same effect on crime. The police can respond to a crime problem, apply pressure, and displace the problem. But as soon as they move on to the next area, and they **WILL** have to, the problem returns.

If a property manager squeezes one side of a balloon, maintenance squeezes another side, the police another side, and residents squeeze from the top and bottom, the balloon will burst. This team can have the same effect on crime. There is strength in numbers! United against crime, the team will always win.

Police officers do not have sufficient training in civil laws regarding landlord/tenant disputes. Frequently, the police expect the property management to do things that just are not allowed. The reverse is true. Many times the police are asked to do things that they are not allowed to do either. Because there is not enough time spent on explaining why a particular action cannot be taken, the other sees this refusal as apathy.

CIVIL LAWS VS. CRIMINAL LAWS



To clear up the matter, we first have to see the differences between civil and criminal matters. They have very little in common. In fact, sometimes they have NOTHING AT ALL in common. Property managers work with the Landlord & Tenant Act (civil laws) while the police work with Nevada criminal laws. The rules and the penalties are entirely different. The amount of evidence a police officer needs for probable cause to make an arrest is much higher than the preponderance of evidence you need as a property manager.

Criminal Law

When you think of criminal laws, think of Perry Mason, the judge and jury. When you think of civil laws, think of *Judge Judy*. The issues and the procedures are quite different.

In criminal law, the police must have probable cause to arrest someone. Suspicion is not enough. Probable cause is where an officer knows a crime happened, and believes the perpetrator is the one being detained. When an officer begins to question the person who just got arrested, **they must tell the suspect about their right to remain silent. The police cannot search an apartment without a warrant, and they are not easy to obtain.**

If the officer is able to build enough evidence to arrest a suspect, there is still no guarantee the prosecutor's office will file charges. If charges are filed, there is no guarantee the person will be brought to a jury trial. If the person is brought to a jury trial, there is no guarantee the jury will convict. If the jury convicts, there is no guarantee the person will go to prison. If the person goes to prison, there is no guarantee they will stay there very long.

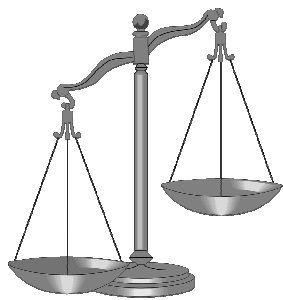
In many cases, plea bargains are made, probation is given, and in some situations, the charges are just dropped. In most cases, the people that get arrested at rental properties do not go to prison. They are released very soon after being arrested, and they go right back home to their apartment.

Civil Law

In civil law, the procedure is much different. **Property managers do not need probable cause to question a resident and they do not have to read them their rights. Property managers have the right to enter rental units (as provided by law), and they don't need a search warrant!** If the resident has committed a breach of the rental agreement, the resident must appear in court or risk losing the judgment.

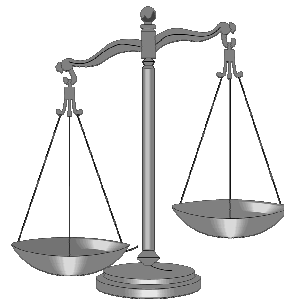
In civil court there is not the typical courtroom scenario. You might be surprised not to see a jury. Each person stands before a judge; the judge weighs out both sides of the issue based on the evidence presented, and renders judgment. That's it.

In criminal cases, a jury must be convinced **beyond a shadow of a doubt**. In civil law, the judge only needs to see a **preponderance of evidence**. A preponderance of evidence is MUCH less than proof beyond a shadow of a doubt. A preponderance of evidence could be only 51% to win. Proof beyond a shadow of a doubt requires virtually 100% to win the case.



Criminal Preponderance
98%-100%

VS.



Civil Preponderance
51+%

TAKING ACTION

If a resident is conducting illegal activity at the rental property, a criminal conviction may not be as expedient as taking civil action. For instance, if a resident is suspected of selling drugs or gang activity, you should contact the police, but be prepared to take action yourself. There may not be a whole lot the police can do to help you in some cases. Document all of the activities you and others have observed, because you may have more ability to deal with the situation. For example:

HE'S GOT A GUN!

Henderson Police Department frequently receives calls from property managers and other concerned residents about a person on the property with a gun.

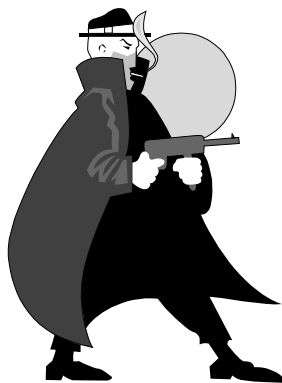
As long as the person is not pointing the gun at anyone or posing a threat, the person is probably not breaking any laws. **In Nevada, it is generally not against the law for a person to carry a gun**, as long as part of the gun (or the holster) is visible. If it is concealed, they must possess a Concealed Weapons Permit (CCW) issued by the State of Nevada.



Criminal laws against threatening a resident or another person require a considerable amount of proof. Civil laws regarding residents of rental property include intimidation, which is much easier to prove. **In this case, the management may have more authority to deal with gun-toting residents than the police.**

Property managers have tried to make rules prohibiting residents from carrying guns on the property, but they conflict with the constitutional right to bear arms. Rules regarding the behaviors associated with firearms will be more enforceable.

GANG MEMBERSHIP



It is not against the law to be in a gang! It is, however, against the law to commit criminal gang activity.

Definition of a Street Gang = *an ongoing organization, association, or group of three or more persons, whether formal or informal, who have a common name or common identifying symbol, and whose members individually or collectively engage in a pattern of unlawful or criminal activity.*

If a gang member commits a criminal act on the property, (spray painting, for example), now the police can get involved.

With the use of the Crime Free Lease Addendum, you can serve an immediate termination notice to the leaseholder responsible for the gang member. This may be the quickest way to deal with the situation. You can still call the police, but be prepared to serve the appropriate notice.

If neighboring residents complain that the suspected gang member's friends are disturbing their peaceful enjoyment of the premises, you may be able to serve a 3-Day Nuisance Notice. This would apply to loud music, loud parties, verbal fights or other breaches of the rental agreement.

DRUGS IN APARTMENTS

What will you do if ***an employee in a resident's unit discovers drugs?*** Some management companies may want you to take the drugs to the office, another company may recommend that you secure the office, and yet some companies may want you to get a witness. **In all cases you should notify the police. They will secure a search warrant.** Check with your company's attorney for legal advice in advance. In one case, a maintenance person took needles, which turned out to belong to an insulin dependent diabetic who was very angry with management. **Bottom-line, consider your actions!**



Drugs can be extremely dangerous; caution should always be exercised. It is not advisable to pick up or remove drugs, drug pipes, needles or other paraphernalia. At the very least, rubber gloves should be worn when touching any of these items.

Needles are especially dangerous, not only because of the drugs themselves, but because of the likelihood of the transmission of Hepatitis or the H.I.V. virus. Because children and adults frequently crawl into dumpsters, this is not a good place to dispose of them. Maintenance and grounds keepers should also be on the lookout for needles and other stashes in remote areas of the property and inside broken sections of block fences.

GENERAL DISTURBANCES



Loud music, loud parties and just rowdy behavior can be very annoying. The police can ask residents to reduce the noise, but frequently they will soon begin again. **The management has the most power to deal with this non-compliance.** A resident should be served with a 10-day notice for each breach of the rental agreement, if appropriate. The manager can simply tell the resident to stop violating the rental agreement, or the next time the violation happens it will be grounds for an eviction.

WHO HAS THE POWER?

The Fourth Amendment to the United States Constitution limits the power of the police. **The property manager has much more power to remove a resident from the property.** A resident can be free, awaiting trial for over a year. The criminal process is much slower than the civil one. You will need less evidence to remove the resident civilly, and the civil court may issue an immediate eviction if drugs are involved.

There are some things the police can do that managers cannot. But more often what the management can do, the police cannot. **Together the police and management** can work with responsible residents to solve virtually any problems. It takes a concerted effort, and both sides have to be willing to do as much as possible. Though it may seem easier for the police to deal with it, that is not always the case. Here is another example:

TRESPASSING

Mark Manager calls the police to report a trespasser. When the officer arrives, the suspect is waiting for the police. The manager tells the officer, "I want this man arrested for trespassing!"

The officer talks to the man in question and finds out he is actually living in the unit. His clothes, television and other personal effects are in the apartment as well.

The officer explains to Mr. Manager, "The man is not trespassing; the resident is allowing him to live there."

"Aha!" replies the manager. "He is NOT on the lease!"

The officer responds, "The lease is a civil matter. You will have to serve notice to the resident who is allowing the unauthorized guest."

If a rental agreement has clearly stated policies regarding unauthorized occupants, the property manager can typically serve a notice for the resident to remedy the breach within days, or face eviction. This is often the case with unauthorized pets.

While these stories may sound far-fetched, truth is sometimes stranger than fiction! These are actual cases.



ATTEMPTED MURDER

"9-1-1, what is your emergency?"

"It's my husband, he has a gun, and he says he's going to kill me."

"Okay, stay on the line. I have several officers responding to your apartment as we're talking."

"Please hurry."

"Which unit number are you in?"

CLICK -- Dial tone.

"Hello. Are you still there?"

(The line is busy on call back.)

The police respond at 1:40 a.m., set up a perimeter, and evacuate all of the neighboring units. It's the middle of the night and cold outside, but the neighbors could be in danger. They have to leave.

For several hours the police negotiate with the gunman, but he refuses to put the gun down. The hostage negotiator is also unsuccessful.

At about 7:00 a.m., the police fire tear gas into the unit, breaking the window and burning the curtains and carpeting. The rental unit smells bad. Fortunately, nobody is seriously injured. The S.W.A.T. Team takes the suspect into custody.

By 7:11 a.m. the suspect is handcuffed and placed into the back of a waiting patrol car. By 8:00 a.m. he is in front of a judge; by 9:45 a.m. he's released and has his guns back.

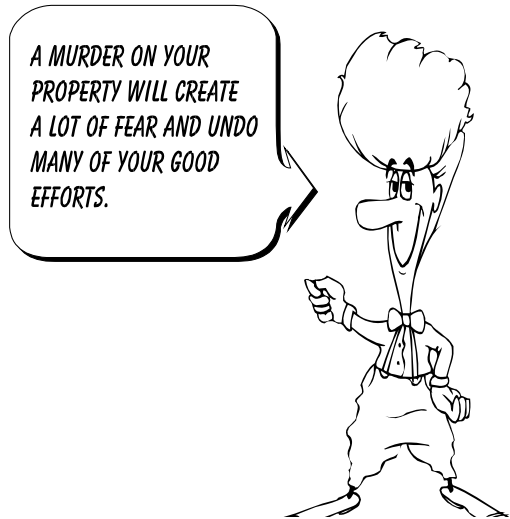
The manager is livid! She calls the police and insists in knowing why the police let this man go?

The response is, "The police did NOT let this man go; the judge did." The police department's job is to take a suspect before a judge. After that, it is up to the judge! If the judge orders the police to release him, they have to do it.

The manager lashes back, "I want to know why the judge let him go?"

The response, "It happens all the time. The courts are so busy, and the jails are overcrowded, so not everyone goes to jail."

If you call the sheriff, he'll tell you he doesn't have enough money or facilities because of budget cuts. It all comes back to the people who say, "No new taxes."



In a way, the people blame the police, the police blame the judge, the judge blames the sheriff, and the sheriff blames the people...who blame the police, who blame the judge, who blame the sheriff, who blames the people...

The irony of this true story is the manager was mad at the police for not doing their job, when in fact, they did all they could. The manager, however, did not do HER job. This was the third time the police were called to the same apartment unit in less than 10 months. The manager chose not to evict him the previous two times because she knew the resident was having personal problems.

MANAGEMENT'S RESPONSIBILITY

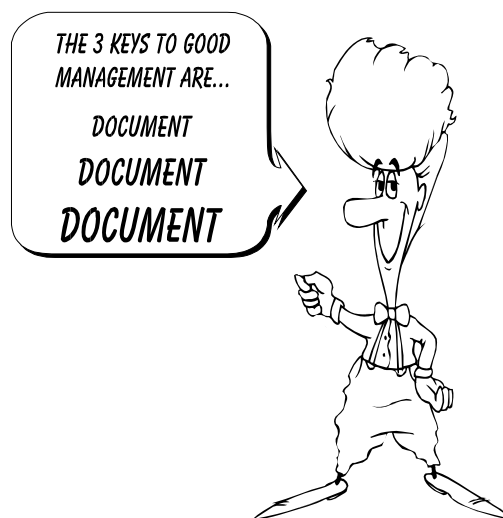
Frequently managers complain about all the problems they are having with a particular resident. They can tell many stories, but when asked to show written documentation of non-compliance, often times the manager has not kept records.

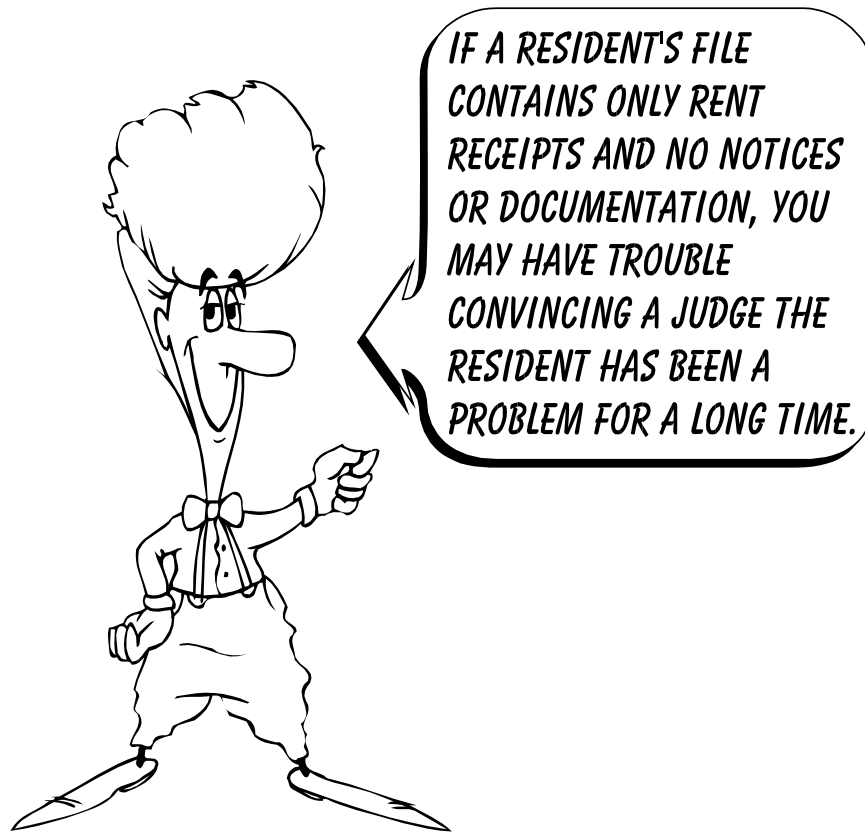
One manager was asked if he ever served a 10-day notice. His reply was "What's a 10-day notice?"

It is not uncommon to find managers who only know about the 5-day notice for non-payment of rent. They feel they were hired only to collect the rent, and it is the police department's job to deal with undesirable behavior involving residents.



Granted, most apartment managers are familiar with the various notices, but far too many don't use them as often as they should. The three (3) keys to any successful eviction are "document... document... DOCUMENT!"





RESIDENTS' RESPONSIBILITY

Train residents - to recognize and report illegal activity.

Empower residents - form Watch Groups and/or Resident Councils.

Establish relationships/rapport - attend meetings, use suggestion boxes, have an open door policy.

Set goals - for residents.

- ❖ Smaller, short-term goals at first
 - ✓ people get discouraged
 - ✓ people need successes
 - ✓ people need a series of goals
 - ✓ remind residents of goals
 - ✓ advertise successes
- ❖ Larger, long-term goals later
 - ✓ more impact on community
 - ✓ more difficult, but more rewards

A TEN-STEP PROCESS

1. Contact all residents.
2. Arrange a timely meeting.
3. Provide handouts.
4. Follow up with newsletter to all residents who don't show up.
5. Have property manager facilitate meeting.
6. Arrange police/fire department attendance.
7. Present crime statistics.
8. Present reasons for crime.
9. Present resources.
10. Present solutions.

PART TEN

TO SERVE AND PROTECT?

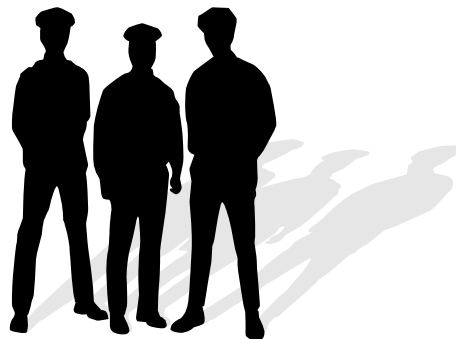
THE POLICE WON'T TALK TO US

Frequently managers will complain that the police don't stop at the office to report why they are called to the property. There are some very legitimate reasons why.

- ❖ Some problems are so minor, the officer may not feel it warrants reporting. For example, a couple has a verbal dispute, as many people do, but no one is hurt; the situation is minor, and there is no reason to "air the dirty laundry" to the neighbors.

Though it may be the manager who walks up to the officer asking about the call, the officer may not feel it is appropriate to disclose the information. It is also possible the officer isn't certain the person is really the manager.

- ❖ Many times the officer is in a hurry to clear the call and get on to the next one that is waiting. Domestic calls take a lot of time and officers are always being criticized about their response time by the next person who is waiting. The time it takes to locate a manager (and re-tell the whole story) can easily amount to 15 minutes, a half-hour, or more. This is especially true when the manager has a lot they want to say to the officer as well.



- ❖ Some officers feel the manager isn't going to follow through. Though it may be hard to believe, there are property managers that are nosy. They never follow through with appropriate notices; they just want to know everybody's business.

If an officer knows the property manager follows through with an appropriate course of action, there is greater incentive to talk with the manager. Officers do not want to keep returning for the same problem over and over again.

Meet with your COP Officer. When the officer arrives, let them know you are an active member of the CRIME FREE MULTI-HOUSING PROGRAM and you are willing to work with the police. Meeting the officer is the first step.

PRIVACY LAWS

There is another important key issue to be addressed. That is the issue of privacy laws. A police officer cannot stop by in person, or leave a card in the office telling you the "who, what, when, where, why and how."

The officer is more likely to give you a case number, and as a matter of public record, you can request a copy of the police report. Always try to get the case number if you get nothing else. While the officer may not be able to give you the names of the persons involved, they may be able to give you the unit number they went to.

One of the benefits of being a **fully certified member** of the CRIME FREE MULTI-HOUSING PROGRAM is that you can contact the Crime Free Office to get a print out of all the police calls to your property. The Crime Free Coordinators will always help you with obtaining a police report as well.

*THERE ARE VERY STRICT
PRIVACY LAWS THAT
PROTECT THE PRIVACY OF
RESIDENTS...EVEN THE
RESIDENTS THAT BREAK
THE LAW.*



HOW TO APPROACH THE OFFICER

If you see a police officer at one of your rental units, don't interfere -- stay back. The situation may become very volatile at any moment. The officer may order you to stand back for your own safety.

If you are certain things are settled, you can get the officer's attention and introduce yourself as the manager and ask to see the officer when they are through with the call. The less you say at this point, generally the better. Stand at a safe distance, but wait for the officer. Don't go back to the office.

When the officer is finished, let them know you are working with the CRIME FREE MULTI-HOUSING PROGRAM, and get a case number. Sometimes, a case is not drawn up and no report will be written. The officer will let you know.

If the officer is able to give you more information, it will help you follow through with the necessary steps you must take. If not, get a copy of the report. Let the officer know that you do plan to follow through, and you would appreciate working with them in the future.

ESTABLISHING MORE

If a property manager has a **serious** problem with crime, they may choose to hire off-duty officers to patrol the property. This is a very effective way to solve serious problems with residents. If a manager cannot do that, they may want to consider private security.

*A HIGH POLICE PRESENCE
WILL DEMONSTRATE TO
THE RESIDENTS THAT
MANAGEMENT IS SERIOUS
ABOUT ADDRESSING
PROBLEMS.*



REQUESTING "EXTRA PATROL"

Frequently managers will call requesting "extra patrol." While it never hurts to ask, it may not help either. There are thousands of rental properties in Las Vegas. Many more properties than we have patrol officers. One thing they all have in common is they want extra patrol visits through their property.

Then there are the mobile home park managers that call because several of their winter visitors' mobile homes were burglarized. They all want extra patrol, too.

And don't forget the managers of the grocery stores that call the police looking for extra patrol because a customer got a purse stolen, or a car was stolen from the lot. There are more stores than there are patrol officers.



And, of course, there are hundreds of thousands of residents that want extra patrol in their residential neighborhoods and alleyways. Everyone wants to see more police patrols in their neighborhoods.

There are still others that feel the police ought to spend more time writing tickets for speeders and people who don't use turn signals. There just aren't enough police officers to fill all those needs.

Unfortunately, the police officers cannot provide security for everyone who asks. Even if they could visit the property a couple of times per day, the likelihood that they would be at the right place at precisely the right time is very slim. The best efforts will include officers that can spend hours at the property. Random passes through the property are ineffective, and often not possible.

NARCOTICS SURVEILLANCE

Property managers will also call the police requesting a narcotics detective to set up surveillance on a resident they suspect of using drugs. While managers are aware the detectives are not sitting by the phone hoping somebody will call soon, they may not know how many calls are received.

Narcotics detectives are highly trained and do excellent work because they have methods that work so well. Typically, they rely on a person to introduce them to a suspect whenever possible. If they can get close to an operation, they are more likely not only to make an arrest, but also to arrest several people. If the quantities are high, they are likely to get prison time for the offender. The higher up the supply line that they penetrate, the more successful the operation.

The end user is not going to get the prison time or produce all of the other results the detectives are after. They want the "bigger fish to fry." They work the more serious cases. There are more calls than the police have detectives. It is a matter of prioritization.

MANAGEMENT SURVEILLANCE

You should call to report the drug activity, because you may be providing the very key information the police have been looking for. You should also document other behaviors associated with the drug activity, and serve the appropriate notices. **There are usually a string of other evictable offenses that managers may look over while trying to prove somebody is into drug activity.**

Rarely have property managers confronted residents with their suspicions, yet they call the police. When asked why they haven't confronted the resident they say, "I don't have any proof." Think about that. **The police need a whole lot more proof than the manager does. The police can't do anything without the proof either.**

IF YOU DON'T HAVE
ENOUGH PROOF TO EVICT
A SUSPECTED DRUG
DEALER, THE POLICE DON'T
HAVE ENOUGH PROOF TO
ARREST THEM EITHER.



Why can't the police just watch and get the proof? There just aren't enough detectives available. The better question is "Why don't the property management teams watch the resident and get the proof?" It is much easier for those who live and work on the property to watch what is going on. They know who lives at and belongs on the property; the police don't. Because management needs a lot less proof than the police do, they will get faster results civilly.

Setting up video cameras or recording license plates may provide clues, but they may also spark retaliation from the resident. Whatever action is taken, safety should always be foremost.

“BUT I’M SCARED!”

Because the potential for danger is there, **property managers should be more selective and forceful with prospective residents**. If policies are not strictly stated in the beginning, they will be harder to enforce in the end. Prevention is the key.

Most residents will stop drug activity if they find out the manager is onto them. The reason most people continue this activity is because they know the manager is afraid to confront them. Even if the police arrest a resident, you will have to evict them and others on the lease. They will come back awaiting trial in most cases.

SUBMITTING A SERVICE REQUEST

You are, however, able to submit a “Service Request” via the LVMPD website (www.lvmpd.com).

- Select “Find Nearest Area Command”
- Select your respective area command
- Select “Service Request”
 - Follow instructions and fill out form with as much information as you can. (The more information = The better!)
 - Hit “Submit”
 - Request will be immediately routed to the area command you chose and officers will be instructed with the information you supplied at each briefing.

PART ELEVEN

FIRE AND LIFE SAFETY AWARENESS

FORWARD

Perhaps nothing is as devastating as fire out of control. Fire can kill, disable, and completely disrupt people's lives. Fire can ruin businesses and destroy livelihoods. According to the US Fire Administration, 20 percent of fires in the United States occur in apartments.

This training is provided to help equip you with the information you need to significantly reduce the possibility of fire occurring in your complex. If you have questions pertaining to any information contained in this manual, contact the Clark County Fire Department Fire Prevention Bureau at (702) 455-7316.



ADDRESS NUMBERS

505.1) Address numbers on new and existing building shall have approved address numbers, building numbers or building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background.

Address numbers shall be Arabic numerals or Alphabet letters. Address identification shall be in compliance with the requirements of the fire code official and the ordinances of the jurisdiction. Where access is by the means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure.

DIRECTORY

505.3) When multiple R-2 occupancy building are contained in a subdivision and not all buildings have public street frontage an approved permanent directory shall be provided at each entrance to the development from the surrounding public streets.

DIMENSIONS FOR ACCESS ROADS

503.2.1) Fire apparatus access roads shall have an unobstructed width of not less than 24' exclusive of shoulders, except for approved access gates in accordance with Section 503.6 and unobstructed vertical clearance of not less than 13'6".

MARKING OF FIRE LANES

503.3) Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present with suitable coat of industrial red enamel along the entire length of the road where parking is prohibited. Each section of the curb that is painted red shall also be marked by signage stating "**No Parking Fire Lane.**" Signs are to be installed no higher than 6' from the surface of the roadway. Signs shall be located at each end of the painted curb, and additionally in between so that the maximum separation between signs is 100' as measured along the center line of the fire apparatus access road.

❖ *In emergency situations seconds count, as do delays! Due to the inability to get close to a fire or any emergency, more severe damage and/or injuries can result.*

SPEED BUMPS & SPEED HUMPS

Speed bumps and/or speed humps shall not be permitted within required width of fire apparatus access roads.

Exception: speed humps are allowed on private fire apparatus access roads serving commercial and industrial building when approved by the fire code official. The locations, the number permitted, and the design of the speed hump(s) shall meet the approval of the fire code official.

PAINTING AND MARKING FOR FIRE HYDRANTS

507.5.7.1) Hydrant Painting: On-site private fire hydrants shall be painted with a suitable prime coat and not less than two coats of exterior industrial grade enamel, **safety red in color**.

507.5.7.2) Curb and Roadside Painting: The curb, or roadside where no curb is present adjacent to a fire hydrant shall be painted to restrict parked cars from obstructing access to the fire hydrants. A coat of exterior industrial grade enamel, **safety red in color**, shall be applied for a minimum of 30' (15' to each side of the hydrant), unless the curb or roadside is interrupted by a driveway, at which point the paint shall end at the driveway.

507.5.7.3) Lane Marking: Hydrant locations shall be marked by means of a **blue** colored reflective marker in the fire access lane. The marker shall be located in the center of a drive lane where parking is not anticipated, nearest the hydrant.

FIRE EXTINGUISHERS

6.1.3) The owner or designated agent or occupant of a property in which fire extinguishers are located shall be responsible for such inspections, maintenance, and recharging. In Nevada fire extinguishers are ***required to be serviced annually by a certified Nevada License company***.

6.1.3.2) Fire extinguishers shall be located along the normal paths of travel, including exits from areas, unless the fire code official determines that the hazard posed indicates the need for placement away from normal paths of travel.

F.5.1) Minimum placement of one portable fire extinguisher that meets the general recommendations of Section F.1 should be provided per floor level of a living unit, with a maximum of 40' travel distance.

- ❖ *In Clark County a 2A10BC fire extinguisher is required to be placed at every change of level.*

Should it be necessary to use a fire extinguisher, ensure that:

- ❖ *The fire department is called (9-1-1)*
- ❖ *The building is evacuated. Activate the fire alarm (if available).*
- ❖ *You know how to properly use the fire extinguisher.*
- ❖ *The fire is small and contained in the area where it started.*
- ❖ *You can fight the fire with your back to an exit.*

FIRE PROTECTION SYSTEMS

901.6) Inspection, testing and maintenance. Fire protection systems including fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required fire protection systems, and equipment shall be inspected, tested and maintained or decommissioned. Fire protection systems installed as a required system under a previously adopted code shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective.

Decommissioning non-required fire protection systems and fire systems installed as a required system under a previously adopted code requires approval of the fire code official. When required, a decommissioning report and/or plans prepared by an approved design professional shall be submitted to the fire code official.

901.6.2) Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of six years and shall be copied to the fire code official upon request. All fire protection systems and equipment shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshal's Regulations. The contractor shall also provide proof of a license to do business within the fire code official's area. A maintenance contract from a licensed company is required. A copy of the maintenance contract shall be provided at the time of final inspection.

- 1) *Fire sprinklers shall be inspected quarterly.*
- 2) *Fire alarm shall be inspected quarterly.*
- 3) *Private fire hydrants shall be inspected annually.*
- 4) *Fire extinguishers shall be inspected annually.*
- 5) *Smoke detectors not tied into a fire alarm system should have the batteries changed in both the Spring and Fall.*

HAZARDOUS MATERIALS

The storage of hazardous materials presents a serious threat to life and building safety. Materials of this type should be prohibited through the use of an inventory disclosure.

Hazardous materials are defined as: *any substance characterized as flammable or combustible liquids, flammable solids, corrosive liquids, radioactive materials, unstable materials, explosive (including smokeless powder, black powder, and primer), toxic materials (including pesticides and herbicides), poisonous gases, reactive materials, pyrophoric materials and any substance or mixtures which are an irritant, a strong sensitizer, or which generate pressure through exposure to heat, decomposition, or other means.*

- ❖ Inventory disclosures require perspective tenants to disclose any hazardous materials or waste and quantities to be stored.

ELECTRICAL

A qualified electrician should do all electrical installations and maintenance. Modifications in individual units may require an electrical permit.

- ❖ *Use of extension cords should be avoided.*
- ❖ *Maintain conduit integrity (i.e. repair sagging conduit and wiring pulled away from junction boxes).*
- ❖ *Maintain the weather-tight integrity of outside electrical fixtures and wiring.*

TRASH DUMPSTERS

Improper and illegal disposal of hazardous materials and waste often occurs in dumpsters. In addition to the violation of fire and environmental laws, this can also pose a significant hazard to the health and safety of employees and tenants.

- ❖ **Recommendations:**
 - *Lock the dumpster so only authorized employees have access and must supervise all contents disposed of by any tenant.*
 - *Install signage prohibiting the disposal of hazardous material or waste in the dumpster.*

*****NOTE:** All fire code references come from the *International Fire Code (IFC)*, 2009 Edition

PART TWELVE

DEALING WITH NON-COMPLIANCE

FIRST THINGS FIRST

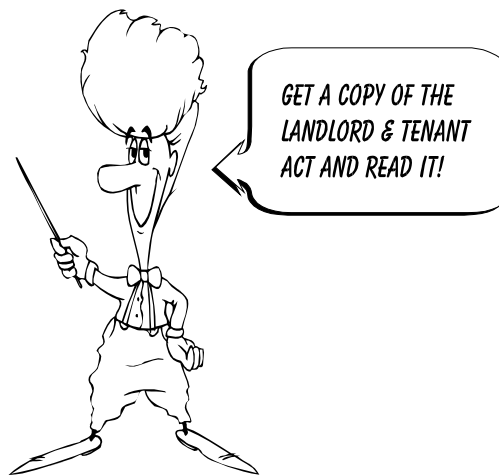
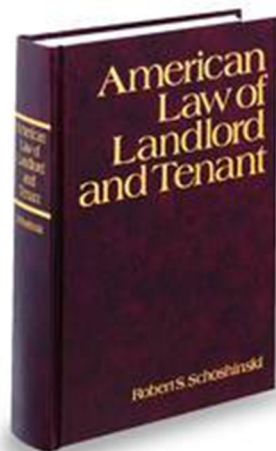
Many property managers use attorneys that have experience with landlord/tenant issues. The best attorneys are usually the ones that specialize in the landlord/tenant practice. Because many evictions are lost on technicalities, the cost for an attorney may save a lot of money down the road.

If a resident retains an attorney and their attorney sees that everything has been handled properly, they are less likely to fight an eviction. If the attorney sees the manager made mistakes in the process, they are more likely to fight the eviction, and ultimately win.

DO YOUR HOMEWORK

To begin, get a copy of the Nevada Landlord and Tenant Act. The next step is **just** as important...**READ IT!** If you have trouble understanding it, work with another person, or sign up for a class. Knowing the laws will help you avoid trouble in the future.

Attend an eviction hearing. It is a great way to get prepared so you won't be nervous when it is your day in court! If you see what others are doing wrong and right, it will help you when it is your turn.



SET YOUR POLICIES

It is essential that property managers are fully aware of their options when it comes to a resident's non-compliance with a lease agreement. There needs to be set policies to ensure that all residents are treated fairly, yet effectively. Just as with applicant screening, special care should be given to guarantee each resident is treated equally.

Some property managers use a progressive method for dealing with non-compliance. They might begin by sending a personal note, and the next time send an official notice. Some managers will make a personal contact first, and then follow with an official notice. With some managers, it depends on the resident.

The best policy is to follow company policy. That usually means you will send written notice, and document the incident immediately in the resident's file. A policy should be applied equally and fairly to all residents.

DON'T BE COMPLACENT

If a manager turns a blind eye to non-compliance, he/she may risk several things:

- They may lose the right to evict for the non-compliance at a later date. This is especially true if a manager accepts rent from a resident with an unauthorized pet or resident. Unless they use a non-waiver agreement, they could lose an eviction hearing by accepting rent.
- The resident may get progressively worse, and then the situation will be more volatile.
- Other residents may get the impression they can get away with the same non-compliance. **Don't make a rule unless you plan to enforce it!**
- If management refuses to take appropriate action against a non-compliant resident and this leads to an injury or death of another resident, the management could be sued for millions of dollars, as well as deal with their own responsibility for the death or injury.

KNOW YOUR RESPONSIBILITIES

Some property managers don't serve notices because they don't know how to serve a notice, or what the various notices are for. If a notice is improperly served, or if the wrong notice is used, the case will likely be dismissed. In some cases, the manager may lose more than the judgment. For example, if a manager enters a unit to tape a notice to the bathroom mirror, that is not a proper service. If they entered without serving a 24-hour notice, they have made a second mistake.

Each process has special requirements that management needs to understand. If a property manager is unsure, they should seek the help from an attorney, or another person familiar with landlord/tenant laws and issues.

PERSONAL SERVICE

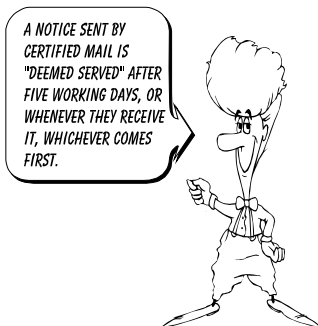
If a manager chooses to serve a notice personally, he/she needs to be aware of what constitutes a good service. Most importantly, the person being served should be of **suitable age**, **suitable discretion**, and they should **reside at the property** being served.

If The Resident Refuses

The resident does NOT have to sign the notice, or even touch it. If the resident sees you, puts their hands into their pockets and says, "I'm not touching that!" you only need to say, "You're served!" and drop the notice. If the resident jumps into their car and locks the door, you can place it on their windshield and tell them they are served. The same would apply if they don't open a screen door to their unit, or look out a window.

There needs to be a personal contact with the resident. Taping it to their refrigerator where they will be SURE to see it does not amount to a good service.

CERTIFIED OR REGISTERED MAIL



A notice sent by certified mail is "deemed served" after five working days, or whenever they receive it, whichever comes first. This may add up to five full days to any notice served. For example, a 10-day notice sent by certified mail might not be effective until 15 days after it was mailed.

The notice needs to be sent to the resident's last known address, which is likely the rental unit, or to the address specifically requested by the resident.

WHAT YOU NEED



*YOU SHOULD KEEP AND
BE FAMILIAR WITH THE
FOLLOWING NOTICES:*

- ❖ 5-Day Quit or Pay
- ❖ 3-Day Nuisance
- ❖ 7-Day Notice
- ❖ 30-Day
- ❖ 5-Day Unlawful Detainer
- ❖ 5-Day Nuisance (Manufactured Homes)
- ❖ 10-Day Notice (Manufactured Homes)
- ❖ 45-Day Notice (Manufactured Homes)
- ❖ 180-Day Notice (Manufactured Homes)

You should have a clean copy of each notice listed above. If a notice is difficult or impossible to read, it may not be admissible in court. Keep originals for copying purposes. This will ensure they are legible.

EVICCTIONS

All evictions must begin with a NOTICE. You may not always be able to use the quickest notice available. You must choose one that applies to the situation. There are separate notices for manufactured homes and non-manufactured homes.

A SUMMARY OF THE NOTICES

Non-Manufactured Homes

5-DAY PAY OR QUIT

This notice is used for non-payment of rent from tenant. If there is NO grace period, you can go forward with the notice the day AFTER rent is due. If you have a grace period, you must wait until that time has passed. If the tenant offers you the FULL rental amount, you MUST ACCEPT. You can refuse partial payment from the tenant. If you should decide to accept partial payment, you can re-file a new notice for the balance of money due. There is NO other notice that follows this 5-Day Pay or Quit. When serving this 5-Day Pay or Quit Notice, you DO NOT count the day of service. Count 5 business days. The day after the 5 business days return to the Constable's Office.

3-DAY NUISANCE NOTICE

Can be used for what you consider a nuisance. It requires a written reason and has absolutely nothing to do with rent money. You do not count the day of service. The defendant has 3 working days to fix the problem. You need to return to the Constable's office after the 3rd day (return must be on a business day). Need to follow-up with the 5-Day Unlawful Detainer.

7-DAY NOTICE

Notice is used for weekly rentals. It requires a written reason for eviction. DO NOT count the day of service. Count 7 business days. You need to return to the Constable's office after the 7th day (return date must be on a business day). Need to follow-up with the 5-Day Unlawful Detainer.

30-DAY NOTICE

Notice is used for reasons OTHER than Nuisance or Rent. DO NOT count the day of service—it runs consecutive through weekends and holidays. (Cannot be used when a lease is in effect.) You need to return to the Constable's office after the 30th day (return date must be a business day). Need to follow-up with the 5-Day Unlawful Detainer.

5-DAY UNLAWFUL DETAINER

This is the follow-up notice to the 3-day, 7-day, and 30-day notice. Days are counted like a 5-day Pay or Quit Notice (business days).

Manufactured Homes

3-DAY NUISANCE NOTICE:

Can be used for what you consider a nuisance and the NRS 118.B.190b considers a nuisance. It requires a written reason and has absolutely nothing to do with rent money. You do not count the day of service. The defendant has 3 working days to fix the problem. You need to return to the Constable's office after the 3rd day (return must be a business day). Need to follow-up with the 5-Day Unlawful Detainer.

5-DAY NUISANCE NOTICE

Can be used for what the NRS 118.B.190b considers a nuisance other than reasons for the 3-Day Nuisance Notice (i.e. bad conduct). It requires a written reason and has absolutely nothing to do with rent money. You do not count the day of service. The defendant has 5 working days to fix the problem. You need to return to the Constable's office after the 5th day (return must be a business day). Need to follow-up with the 5-Day Unlawful Detainer.

10-DAY PAY OR QUIT

This notice is used for non-payment of rent from tenant. If there is NO grace period, you can go forward with the notice the day AFTER rent is due. If you have a grace period, you must wait until that time has passed. If the tenant offers you the FULL rental amount, you MUST ACCEPT. You can refuse partial payment from tenant. If you should decide to accept partial payment, you can re-file a new notice for the balance of money due. There is NO other notice that follows this 10-Day Pay or Quit. When serving this 10-Day Pay or Quit Notice, you DO NOT count the day of service. Count 10 business days. The day after the 10th day, you return to the Constable's office to proceed with the lock out.

45-DAY NOTICE

This notice is used for a Nuisance Notice for reasons OTHER than, rent and the reasons listed in the NRS 118.B.190b that can be used in the 3 & 5-Day Nuisance Notices. You do not count the day of service. The defendant has 45 days to correct the problem. You need to return to the Constable's office after the 45th day (return must be a business day). Need to follow-up with the 5-Day Unlawful Detainer.

180-DAY NOTICE

This notice is used for CHANGE IN USE OF THE LAND, as stated in the NRS 118.B.190b. You do not count the day of service. The defendant has 180 days to vacate the land. You need to return to the Constable's office after the 180th day (return must be a business day). Need to follow-up with the 5-Day Unlawful Detainer.

5-DAY UNLAWFUL DETAINER

This is the follow-up notice to the 3-Day, 5-Day, 45-Day and 180-Day notice. Days are counted like a 5-Day Pay or Quit notice (business days).

WHAT TO EXPECT ON THE DAY OF LOCK-OUT

On the day of the lock-out a deputy will contact you to between 0800 and 1100 to schedule the lock change. If you are hiring a locksmith you must have them ready to change the locks at the scheduled time to avoid cancellation of lock out. If you are changing your own locks, you must have your locks ready and be prepared to change the locks while the deputy walks the property to make sure no people or pets are in the property. If you do not have a key to property or unsure of how you will be entering the property on the day of the lock change please contact a locksmith before your scheduled time to avoid cancellation. In the event that the Constable's office is unable to contact you on the day of the lock out or you are unprepared to change the locks and the appointment has to be cancelled, you will be required to pay for the eviction again.

AFTER EVICTION IS COMPLETED

When an eviction is completed, the Landlord is liable for the tenant's property for 30 days. They may not charge back rent, but can charge a reasonable storage fee; you cannot hold the property for the rent that was due. The tenant has to make arrangements with the Landlord to pick up their property. The Landlord has to notify the tenant in writing (by CERTIFIED MAIL), prior to the last 14 days that they will be disposing of the property after the time has lapsed. You may contact a storage company to have tenant's property inventoried and stored.

The foregoing is a brief summary from the Clark County Constable's office concerning the appropriate use of the different notices available to the landlord under the applicable law. There will always be peculiar cases that do not 'fit the mold' and if there are any questions regarding the use of any of these notices, contact an attorney, or a person familiar with landlord/tenant laws or issues.

PART THIRTEEN

NEVADA LANDLORD/TENANT RESOURCE INFORMATION

LEGAL SERVICES

Henderson Justice Court

243 Water Street

Henderson, NV 89015

(702) 455-7951

Hours: 7:00am – 5:00pm (Mon – Thu)

www.clarkcountynv.gov

Legal Services

530 S. 6th St.

Las Vegas, NV 89101

(702) 383-6095

Self Help Center

200 Lewis Ave, 1st Floor

Las Vegas, NV 89155

(702) 671-3970

Nevada Legal Services

800 S. 8th St.

Las Vegas, NV 89101

(702) 386-1070

CONSTABLE (<http://www.clarkcountynv.gov/depts/constable>)

Las Vegas Township

302 E. Carson, 5th Floor

Las Vegas, NV 89115

(702) 455-3404

Laughlin Township

55 Civic Way

Laughlin, NV 89029

(702) 298-2311

North Las Vegas Township

2428 N. Martin Luther King

North Las Vegas, NV 89032

(702) 455-7800

Moapa Valley Township

Overton, NV

(702) 397-2585

Henderson Township

243 Water St.

Henderson, NV 89015

(702) 455-7940

Moapa Township

Moapa, NV

(702) 864-2294

Mesquite Township

500 Hillside Dr.

Mesquite, NV 89027

(702) 346-8758

Goodsprings Township

Jean, NV

(702) 518-4671

Boulder Township

505 Avenue G

Boulder City, NV 89005

(702) 455-8000

Bunkerville Township

Bunkerville, NV

(702) 346-5565

Searchlight Township

Cal-Nev-Ari, NV

(702) 672-0583

CHAPTER 118A - LANDLORD AND TENANT: DWELLINGS

GENERAL PROVISIONS

<u>NRS 118A.010</u>	Short title.
<u>NRS 118A.020</u>	Definitions.
<u>NRS 118A.030</u>	“Abandoned property” defined.
<u>NRS 118A.040</u>	“Action” defined.
<u>NRS 118A.050</u>	“Building, housing and health codes” defined.
<u>NRS 118A.060</u>	“Cause” defined.
<u>NRS 118A.070</u>	“Court” defined.
<u>NRS 118A.080</u>	“Dwelling” and “dwelling unit” defined.
<u>NRS 118A.090</u>	“Exclude” defined.
<u>NRS 118A.100</u>	“Landlord” defined.
<u>NRS 118A.110</u>	“Normal wear” defined.
<u>NRS 118A.120</u>	“Owner” defined.
<u>NRS 118A.130</u>	“Person” defined.
<u>NRS 118A.140</u>	“Premises” defined.
<u>NRS 118A.150</u>	“Rent” defined.
<u>NRS 118A.160</u>	“Rental agreement” defined.
<u>NRS 118A.170</u>	“Tenant” defined.
<u>NRS 118A.180</u>	Applicability.
<u>NRS 118A.190</u>	Notice: Definition; service.
<u>NRS 118A.200</u>	Rental agreements: Signing; copies; required provisions; disputable presumptions; use of nonconforming agreement unlawful.
<u>NRS 118A.210</u>	Rental agreements: Payment of rent; term of tenancy.
<u>NRS 118A.220</u>	Rental agreements: Prohibited provisions.
<u>NRS 118A.230</u>	Rental agreements: Unconscionability.

OBLIGATIONS OF LANDLORD

<u>NRS 118A.240</u>	“Security” defined.
<u>NRS 118A.242</u>	Security: Limitation on amount or value; surety bond in lieu of security; duties and liability of landlord; damages; disputing itemized accounting of security; prohibited provisions.
<u>NRS 118A.244</u>	Notice or transfer of security or surety bond to tenant and successor in interest required upon transfer of dwelling unit.
<u>NRS 118A.250</u>	Receipts for security, surety bond, rent and other payments.
<u>NRS 118A.260</u>	Disclosure of names and addresses of managers and owners; emergency telephone number; service of process.
<u>NRS 118A.270</u>	Alternative method of disclosure.
<u>NRS 118A.275</u>	Disclosure of foreclosure proceedings on premises to prospective tenant; willful violation constitutes deceptive trade practice by landlord.
<u>NRS 118A.280</u>	Delivery of possession of premises.
<u>NRS 118A.290</u>	Habitability of dwelling unit.
<u>NRS 118A.300</u>	Advance notice of increase of rent.

OBLIGATIONS OF TENANT

<u>NRS 118A.310</u>	Basic obligations.
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MISCELLANEOUS RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

<u>NRS 118A.320</u>	Rules or regulations of landlord.
<u>NRS 118A.325</u>	Right of tenant to display flag of the United States in certain areas; conditions and limitations on exercise of right.
<u>NRS 118A.330</u>	Landlord’s access to dwelling unit.
<u>NRS 118A.335</u>	Landlord prohibited from employing certain persons without work card under certain circumstances; requirements governing issuance and renewal of work card; exceptions.

[NRS 118A.340](#) Right of tenant or cotenant to terminate lease due to physical or mental disability or death.

REMEDIES

[NRS 118A.350](#) Failure of landlord to comply with rental agreement.
[NRS 118A.355](#) Failure of landlord to maintain dwelling unit in habitable condition.
[NRS 118A.360](#) Failure of landlord to comply with rental agreement or maintain dwelling unit in habitable condition where cost of compliance less than specified amount.
[NRS 118A.370](#) Failure of landlord to deliver possession of dwelling unit.
[NRS 118A.380](#) Failure of landlord to supply essential items or services.
[NRS 118A.390](#) Unlawful removal or exclusion of tenant or willful interruption of essential items or services; procedure for expedited relief.
[NRS 118A.400](#) Damage or destruction of dwelling unit by fire or casualty.
[NRS 118A.410](#) Failure of landlord to disclose required information to tenant.
[NRS 118A.420](#) Failure of tenant to comply with rental agreement or perform basic obligations: Damages; injunctive relief.
[NRS 118A.430](#) Failure of tenant to comply with rental agreement or perform basic obligations: Termination of rental agreement.
[NRS 118A.440](#) Failure of tenant to perform basic obligations: Remedial work by landlord may be charged to tenant.
[NRS 118A.450](#) Abandonment of dwelling unit by tenant: Remedies; presumption.
[NRS 118A.460](#) Procedure for disposal of personal property abandoned or left on premises.
[NRS 118A.470](#) Holding over by tenant.
[NRS 118A.480](#) Landlord's recovery of possession of dwelling unit.
[NRS 118A.490](#) Actions based upon nonpayment of rent: Counterclaim by tenant; deposit of rent with court; judgment for eviction.
[NRS 118A.500](#) Tenant's refusal to allow lawful access to dwelling unit; landlord's abuse of access.
[NRS 118A.510](#) Retaliatory conduct by landlord against tenant prohibited; remedies; exceptions.
[NRS 118A.520](#) When lien or security interest in tenant's household goods may be enforced; distraint for rent abolished; damages.

SAVING PROVISION

[NRS 118A.530](#) Effect of chapter upon rental agreements entered into before July 1, 1977.

GENERAL PROVISIONS

NRS 118A.010 Short title. This chapter may be cited as the Residential Landlord and Tenant Act.
(Added to NRS by 1977, 1330)

NRS 118A.020 Definitions. As used in this chapter, unless the context otherwise requires, the terms defined in [NRS 118A.030](#) to [118A.170](#), inclusive, have the meanings ascribed to them in those sections.
(Added to NRS by 1977, 1330)

NRS 118A.030 “Abandoned property” defined. “Abandoned property” means property which is left unattended on the premises after the termination of the tenancy, unless the owner of the property has expressed an intent to return for the property.
(Added to NRS by 1977, 1330)

NRS 118A.040 “Action” defined. “Action” includes counterclaim, crossclaim, third-party claim or any other proceeding in which rights are determined.
(Added to NRS by 1977, 1330)

NRS 118A.050 “Building, housing and health codes” defined. “Building, housing and health codes” include any law, ordinance or governmental regulation concerning:

1. Health, safety, sanitation or fitness for habitation; or
2. The construction, maintenance, operation, occupancy, use or appearance,
↳ of any premises or dwelling unit.
(Added to NRS by 1977, 1330)

NRS 118A.060 “Cause” defined. A tenancy is terminated with “cause” for:

1. Nonpayment of rent.
2. Nonpayment of utility charges if the landlord customarily pays such charges and submits a separate bill to the tenant.
3. Failure of the tenant to comply with:
 - (a) Basic obligations imposed on the tenant by this chapter;
 - (b) Valid rules or regulations established pursuant to this chapter; or
 - (c) Valid provisions of the rental agreement.
4. Condemnation of the dwelling unit.
(Added to NRS by 1977, 1331)

NRS 118A.070 “Court” defined. “Court” means the district court, Justice Court or other court of competent jurisdiction situated in the county or township wherein the premises are located.
(Added to NRS by 1977, 1331)

NRS 118A.080 “Dwelling” and “dwelling unit” defined. “Dwelling” or “dwelling unit” means a structure or the part of a structure that is occupied as, or designed or intended for occupancy as, a residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
(Added to NRS by 1977, 1331)

NRS 118A.090 “Exclude” defined. “Exclude” means to evict or to prohibit entry by locking doors or by otherwise blocking or attempting to block entry, or to make a dwelling unit uninhabitable by interrupting or causing the interruption of electric, gas, water or other essential services.
(Added to NRS by 1977, 1331)

NRS 118A.100 “Landlord” defined. “Landlord” means a person who provides a dwelling unit for occupancy by another pursuant to a rental agreement.
(Added to NRS by 1977, 1331)

NRS 118A.110 “Normal wear” defined. “Normal wear” means that deterioration which occurs without negligence, carelessness or abuse of the premises, equipment or chattels by the tenant, a member of the tenant’s household or other person on the premises with the tenant’s consent.
(Added to NRS by 1977, 1331)

NRS 118A.120 “Owner” defined. “Owner” means one or more persons, jointly or severally, in whom is vested:

1. All or part of the legal title to property, except a trustee under a deed of trust who is not in possession of the property; or
2. All or part of the beneficial ownership, and a right to present use and enjoyment of the premises.
(Added to NRS by 1977, 1331)

NRS 118A.130 “Person” defined. “Person” includes a government, a governmental agency and a political subdivision of a government.
(Added to NRS by 1977, 1331; A 1985, 507)

NRS 118A.140 “Premises” defined. “Premises” means a dwelling unit and the structure of which it is a part, facilities, furniture, utilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants.
(Added to NRS by 1977, 1331)

NRS 118A.150 “Rent” defined. “Rent” means all periodic payments to be made to the landlord for occupancy of a dwelling unit, including, without limitation, all reasonable and actual late fees set forth in the rental agreement.
(Added to NRS by 1977, 1331; A [1999, 984](#))

NRS 118A.160 “Rental agreement” defined. “Rental agreement” means any oral or written agreement for the use and occupancy of a dwelling unit or premises.

(Added to NRS by 1977, 1331)

NRS 118A.170 “Tenant” defined. “Tenant” means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

(Added to NRS by 1977, 1332)

NRS 118A.180 Applicability.

1. Except as otherwise provided in subsection 2, this chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit or premises located within this State.

2. This chapter does not apply to:

- (a) A rental agreement subject to the provisions of [chapter 118B](#) of NRS;
- (b) Low-rent housing programs operated by public housing authorities and established pursuant to the United States Housing Act of 1937, 42 U.S.C. §§ 1437 et seq.;
- (c) Residence in an institution, public or private, incident to detention or the provision of medical, geriatric, educational, counseling, religious or similar service;
- (d) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or his or her successor in interest;
- (e) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
- (f) Occupancy in a hotel or motel for less than 30 consecutive days unless the occupant clearly manifests an intent to remain for a longer continuous period;
- (g) Occupancy by an employee of a landlord whose right to occupancy is solely conditional upon employment in or about the premises;
- (h) Occupancy by an owner of a condominium unit or by a holder of a proprietary lease in a cooperative apartment; or
- (i) Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.

(Added to NRS by 1977, 1332; A 1985, 1413; [1999, 1228](#); [2003, 2967](#); [2005, 1009](#))

NRS 118A.190 Notice: Definition; service.

1. A person has notice of a fact if:

- (a) The person has actual knowledge of it;
- (b) The person has received a notice or notification of it; or
- (c) From all the facts and circumstances the person reasonably should know that it exists.

2. Written notices to the tenant prescribed by this chapter shall be served in the manner provided by [NRS 40.280](#).

3. Written notices to the landlord prescribed by this chapter may be delivered or mailed to the place of business of the landlord designated in the rental agreement or to any place held out by the landlord as the place for the receipt of rental payments from the tenant and are effective from the date of delivery or mailing.

(Added to NRS by 1977, 1332)

NRS 118A.200 Rental agreements: Signing; copies; required provisions; disputable presumptions; use of nonconforming agreement unlawful.

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

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

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

- (a) Duration of the agreement.
- (b) Amount of rent and the manner and time of its payment.
- (c) Occupancy by children or pets.
- (d) Services included with the dwelling rental.

- (e) Fees which are required and the purposes for which they are required.
 - (f) Deposits which are required and the conditions for their refund.
 - (g) Charges which may be required for late or partial payment of rent or for return of any dishonored check.
 - (h) Inspection rights of the landlord.
 - (i) A listing of persons or numbers of persons who are to occupy the dwelling.
 - (j) Respective responsibilities of the landlord and the tenant as to the payment of utility charges.
 - (k) A signed record of the inventory and condition of the premises under the exclusive custody and control of the tenant.
 - (l) A summary of the provisions of [NRS 202.470](#).
 - (m) Information regarding the procedure pursuant to which a tenant may report to the appropriate authorities:
 - (1) A nuisance.
 - (2) A violation of a building, safety or health code or regulation.
 - (n) Information regarding the right of the tenant to engage in the display of the flag of the United States, as set forth in [NRS 118A.325](#).
4. The absence of a written agreement raises a disputable presumption that:
- (a) There are no restrictions on occupancy by children or pets.
 - (b) Maintenance and waste removal services are provided without charge to the tenant.
 - (c) No charges for partial or late payments of rent or for dishonored checks are paid by the tenant.
 - (d) Other than normal wear, the premises will be returned in the same condition as when the tenancy began.
5. It is unlawful for a landlord or any person authorized to enter into a rental agreement on his or her behalf to use any written agreement which does not conform to the provisions of this section, and any provision in an agreement which contravenes the provisions of this section is void.
- (Added to NRS by 1977, 1333; A [2001, 1352](#); [2003, 2968](#); [2007, 1282](#))

NRS 118A.210 Rental agreements: Payment of rent; term of tenancy.

- 1. Rent is payable without demand or notice at the time and place agreed upon by the parties.
 - 2. Unless the rental agreement establishes a definite term, the tenancy is from week to week in the case of a tenant who pays weekly rent and in all other cases the tenancy is from month to month.
 - 3. In the absence of an agreement, either written or oral:
 - (a) Rent is payable at the beginning of the tenancy; and
 - (b) Rent for the use and occupancy of a dwelling is the fair rental value for the use and occupancy.
- (Added to NRS by 1977, 1333)

NRS 118A.220 Rental agreements: Prohibited provisions.

- 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.
 - 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.
- (Added to NRS by 1977, 1333)

NRS 118A.230 Rental agreements: Unconscionability.

- 1. If the court as a matter of law finds that a rental agreement or any of its provisions was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision or limit the application of any unconscionable provision to avoid an unconscionable result.
 - 2. If unconscionability is put in issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making its determination.
- (Added to NRS by 1977, 1332)

OBLIGATIONS OF LANDLORD

NRS 118A.240 “Security” defined.

1. Any payment, deposit, fee or charge that is to be used for any of the following purposes is “security” and is governed by the provisions of this section and [NRS 118A.242](#) and [118A.244](#):

- (a) Remedying any default of the tenant in the payments of rent.
- (b) Repairing damages to the premises other than normal wear caused by the tenant.
- (c) Cleaning the dwelling unit.

2. “Security” does not include:

- (a) Any payment, deposit or fee to secure an option to purchase the premises; or
- (b) Any payment to a corporation qualified under the laws of this State as a surety, guarantor or obligator for a premium paid to secure a surety bond or a similar bond, guarantee or insurance coverage for purposes of securing a tenant’s obligations to a landlord as described in [NRS 118A.242](#).

(Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; [2009, 488](#))

NRS 118A.242 Security: Limitation on amount or value; surety bond in lieu of security; duties and liability of landlord; damages; disputing itemized accounting of security; prohibited provisions.

1. The landlord may not demand or receive security or a surety bond, or a combination thereof, including the last month’s rent, whose total amount or value exceeds 3 months’ periodic rent.

2. In lieu of paying all or part of the security required by the landlord, a tenant may, if the landlord consents, purchase a surety bond to secure the tenant’s obligation to the landlord under the rental agreement to:

- (a) Remedy any default of the tenant in the payment of rent.
- (b) Repair damages to the premises other than normal wear and tear.
- (c) Clean the dwelling unit.

3. The landlord:

- (a) Is not required to accept a surety bond purchased by the tenant in lieu of paying all or part of the security; and
- (b) May not require a tenant to purchase a security bond in lieu of paying all or part of the security.

4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security or surety bond, or a combination thereof, only such amounts as are reasonably necessary to remedy any default of the tenant in the payment of rent, to repair damages to the premises caused by the tenant other than normal wear and to pay the reasonable costs of cleaning the premises. The landlord shall provide the tenant with an itemized written accounting of the disposition of the security or surety bond, or a combination thereof, and return any remaining portion of the security to the tenant no later than 30 days after the termination of the tenancy by handing it to the tenant personally at the place where the rent is paid, or by mailing it to the tenant at the tenant’s present address or, if that address is unknown, at the tenant’s last known address.

5. If a tenant disputes an item contained in an itemized written accounting received from a landlord pursuant to subsection 4, the tenant may send a written response disputing the item to the surety. If the tenant sends the written response within 30 days after receiving the itemized written accounting, the surety shall not report the claim of the landlord to a credit reporting agency unless the surety obtains a judgment against the tenant.

6. If the landlord fails or refuses to return the remainder of a security deposit within 30 days after the end of a tenancy, the landlord is liable to the tenant for damages:

- (a) In an amount equal to the entire deposit; and
- (b) For a sum to be fixed by the court of not more than the amount of the entire deposit.

7. In determining the sum, if any, to be awarded under paragraph (b) of subsection 6, the court shall consider:

- (a) Whether the landlord acted in good faith;
- (b) The course of conduct between the landlord and the tenant; and
- (c) The degree of harm to the tenant caused by the landlord’s conduct.

8. Except for an agreement which provides for a nonrefundable charge for cleaning, in a reasonable amount, no rental agreement may contain any provision characterizing any security under this section as nonrefundable or any provision waiving or modifying a tenant’s rights under this section. Any such provision is void as contrary to public policy.

9. The claim of a tenant to security to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

(Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; [2009, 488](#))

NRS 118A.244 Notice or transfer of security or surety bond to tenant and successor in interest required upon transfer of dwelling unit.

1. Upon termination of the landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or his or her agent shall, within a reasonable time, do one of the following, which relieves the landlord of further liability with respect to the security or surety bond, or a combination thereof:

(a) Notify the tenant in writing of the name, address and telephone number of the landlord's successor in interest, and that the landlord has transferred to his or her successor in interest the portion of the security or surety bond, or combination thereof, remaining after making any deductions allowed under [NRS 118A.242](#).

(b) Return to the tenant the portion of the security remaining after making any deductions allowed under [NRS 118A.242](#).

↳ The successor has the rights, obligations and liabilities of the former landlord as to any securities which are owed under this section or [NRS 118A.242](#) at the time of transfer.

2. The landlord shall, before he or she records a deed transferring any dwelling unit:

(a) Transfer to his or her successor, in writing, the portion of any tenant's security deposit or other money held by the landlord which remains after making any deductions allowed under [NRS 118A.242](#); or

(b) Notify his or her successor in writing that the landlord has returned all such deposits or portions thereof to the tenant.

3. Upon the termination of a landlord's interest in the dwelling unit, whether by sale, assignment, death, appointment of receiver or otherwise, the successor in interest:

(a) Shall accept the tenant's security or surety bond, or a combination thereof; and

(b) Shall not require any additional security or surety bond, or a combination thereof, from the tenant during the term of the rental agreement.

(Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1413, 1414; [2009, 489](#))

NRS 118A.250 Receipts for security, surety bond, rent and other payments. The landlord shall deliver to the tenant upon the tenant's request a signed written receipt for the security or surety bond, or a combination thereof, and any other payments, deposits or fees, including rent, paid by the tenant and received by the landlord. The tenant may refuse to make rent payments until the landlord tenders the requested receipt.

(Added to NRS by 1977, 1335; A [2009, 490](#))

NRS 118A.260 Disclosure of names and addresses of managers and owners; emergency telephone number; service of process.

1. The landlord, or any person authorized to enter into a rental agreement on his or her behalf, shall disclose to the tenant in writing at or before the commencement of the tenancy:

(a) The name and address of:

(1) The persons authorized to manage the premises;

(2) A person within this State authorized to act for and on behalf of the landlord for the purpose of service of process and receiving notices and demands; and

(3) The principal or corporate owner.

(b) A telephone number at which a responsible person who resides in the county or within 60 miles of where the premises are located may be called in case of emergency.

2. The information required to be furnished by this section must be kept current, and this section is enforceable against any successor landlord or manager of the premises.

3. A party who enters into a rental agreement on behalf of the landlord and fails to comply with this section is an agent of the landlord for purposes of:

(a) Service of process and receiving notices and demands; and

(b) Performing the obligations of the landlord under law and under the rental agreement.

4. In any action against a landlord which involves his or her rental property, service of process upon the manager of the property or a person described in paragraph (a) of subsection 1 shall be deemed to be service upon the landlord. The obligations of the landlord devolve upon the persons authorized to enter into a rental agreement on his or her behalf.

5. This section does not limit or remove the liability of an undisclosed landlord.

(Added to NRS by 1977, 1335; A 1981, 1185; [2001, 1353](#); [2003, 817](#); [2007, 1283](#))

NRS 118A.270 Alternative method of disclosure. Instead of the manner of disclosure provided in [NRS 118A.260](#), the landlord may:

1. In each dwelling structure containing an elevator, place a printed or typewritten notice containing the information required by that section in every elevator and in one other conspicuous place; or

2. In each dwelling structure not containing an elevator, place a printed or typewritten notice containing that information in at least two conspicuous places.

➤ The notices shall be kept current and reasonable efforts shall be made to maintain them in a visible position and legible condition.

(Added to NRS by 1977, 1335)

NRS 118A.275 Disclosure of foreclosure proceedings on premises to prospective tenant; willful violation constitutes deceptive trade practice by landlord.

1. A landlord shall disclose in writing to a prospective tenant if the property to be leased or rented is the subject of any foreclosure proceedings.

2. A willful violation of subsection 1 constitutes a deceptive trade practice for the purposes of [NRS 598.0903](#) to [598.0999](#), inclusive.

(Added to NRS by [2009, 2791](#))

NRS 118A.280 Delivery of possession of premises. At the commencement of the rental term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and in a habitable condition as provided in this chapter.

(Added to NRS by 1977, 1336)

NRS 118A.290 Habitability of dwelling unit.

1. The landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. A dwelling unit is not habitable if it violates provisions of housing or health codes concerning the health, safety, sanitation or fitness for habitation of the dwelling unit or if it substantially lacks:

(a) Effective waterproofing and weather protection of the roof and exterior walls, including windows and doors.

(b) Plumbing facilities which conformed to applicable law when installed and which are maintained in good working order.

(c) A water supply approved under applicable law, which is:

(1) Under the control of the tenant or landlord and is capable of producing hot and cold running water;

(2) Furnished to appropriate fixtures; and

(3) Connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the landlord.

(d) Adequate heating facilities which conformed to applicable law when installed and are maintained in good working order.

(e) Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.

(f) An adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the commencement of the tenancy. The landlord shall arrange for the removal of garbage and rubbish from the premises unless the parties by written agreement provide otherwise.

(g) Building, grounds, appurtenances and all other areas under the landlord's control at the time of the commencement of the tenancy in every part clean, sanitary and reasonably free from all accumulations of debris, filth, rubbish, garbage, rodents, insects and vermin.

(h) Floors, walls, ceilings, stairways and railings maintained in good repair.

(i) Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord.

2. The landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks and minor remodeling only if:

(a) The agreement of the parties is entered into in good faith; and

(b) The agreement does not diminish the obligations of the landlord to other tenants in the premises.

3. An agreement pursuant to subsection 2 is not entered into in good faith if the landlord has a duty under subsection 1 to perform the specified repairs, maintenance tasks or minor remodeling and the tenant enters into the agreement because the landlord or his or her agent has refused to perform them.

(Added to NRS by 1977, 1336; A [1999, 1229](#); [2007, 1284](#))

NRS 118A.300 Advance notice of increase of rent. The landlord may not increase the rent payable by a tenant unless it serves the tenant with a written notice, 45 days or, in the case of any periodic tenancy of less than 1 month, 15 days in advance of the first rental payment to be increased, advising the tenant of the increase.

(Added to NRS by 1977, 1336; A 1983, 1574)

OBLIGATIONS OF TENANT

NRS 118A.310 Basic obligations. A tenant shall, as basic obligations under this chapter:

1. Comply with the terms of the rental agreement;
 2. Keep that part of the premises which is occupied and used as clean and safe as the condition of the premises permit;
 3. Dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a clean and safe manner;
 4. Keep all plumbing fixtures in the dwelling unit as clean as their condition permits;
 5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, in the premises;
 6. Not deliberately or negligently render the premises uninhabitable or destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so; and
 7. Conduct himself or herself and require other persons on the premises with his or her consent to conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- (Added to NRS by 1977, 1336)

MISCELLANEOUS RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

NRS 118A.320 Rules or regulations of landlord.

1. The landlord, from time to time, may adopt rules or regulations concerning the tenant's use and occupancy of the premises. Such a rule or regulation is enforceable against the tenant only if:
 - (a) Its purpose is to promote the convenience, safety or welfare of the landlord or tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally;
 - (b) It is reasonably related to the purpose for which it is adopted;
 - (c) It applies to all tenants in the premises in a fair manner;
 - (d) It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct fairly to inform the tenant of what must or must not be done to comply;
 - (e) It is in good faith and not for the purpose of evading an obligation of the landlord;
 - (f) It does not affect the tenant's obligation to pay rent, utilities or other charges;
 - (g) It does not affect, before the end of the duration of the rental agreement, any right the tenant may have under the rental agreement to keep a pet; and
 - (h) The tenant has notice of the rule or regulation at the time the tenant enters into the rental agreement or after the rule or regulation is adopted by the landlord.
 2. A rule or regulation adopted after the tenant enters into the rental agreement which works a material modification of the bargain is enforceable against a tenant:
 - (a) Who expressly consents to the rule or regulation in writing; or
 - (b) Who has 30 days' advance written notice of the rule or regulation.
- (Added to NRS by 1977, 1337; A [2007, 1285](#))

NRS 118A.325 Right of tenant to display flag of the United States in certain areas; conditions and limitations on exercise of right.

1. Except as otherwise provided in subsection 2, a landlord or an agent or employee of a landlord shall not prohibit a tenant from engaging in the display of the flag of the United States within such physical portion of the premises as that tenant has a right to occupy and use exclusively.
 2. The provisions of this section do not:
 - (a) Apply to the display of the flag of the United States for commercial advertising purposes.
 - (b) Preclude a landlord or an agent or employee of a landlord from adopting rules that reasonably restrict the placement and manner of the display of the flag of the United States by a tenant.
 3. In any action commenced to enforce the provisions of this section, the prevailing party is entitled to recover reasonable attorney's fees and costs.
 4. As used in this section, "display of the flag of the United States" means a flag of the United States that is:
 - (a) Made of cloth, fabric or paper;
 - (b) Displayed from a pole or staff or in a window; and
 - (c) Displayed in a manner that is consistent with 4 U.S.C. Chapter 1.
- The term does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component.

(Added to NRS by [2003, 2967](#))

NRS 118A.330 Landlord's access to dwelling unit.

1. A tenant shall not unreasonably withhold consent for the landlord peaceably to enter into the dwelling unit to:
 - (a) Inspect the premises;
 - (b) Make necessary or agreed repairs, decorating, alterations or improvements;
 - (c) Supply necessary or agreed services; or
 - (d) Exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, contractors or other persons with a bona fide interest in inspecting the premises.
 2. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
 3. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency, the landlord shall give the tenant at least 24 hours' notice of intent to enter and may enter only at reasonable times during normal business hours unless the tenant expressly consents to shorter notice or to entry during nonbusiness hours with respect to the particular entry.
 4. The landlord has no other right of access except:
 - (a) Pursuant to court order;
 - (b) Where the tenant has abandoned or surrendered the premises; or
 - (c) Where permitted under [NRS 118A.440](#).
- (Added to NRS by 1977, 1337)

NRS 118A.335 Landlord prohibited from employing certain persons without work card under certain circumstances; requirements governing issuance and renewal of work card; exceptions.

1. Except as otherwise provided in subsection 6, a landlord of dwelling units intended and operated exclusively for persons 55 years of age and older may not employ any person who will work 36 hours or more per week and who will have access to all dwelling units to perform work on the premises unless the person has obtained a work card issued pursuant to subsection 2 by the sheriff of the county in which the dwelling units are located and renewed that work card as necessary.
2. The sheriff of a county shall issue a work card to each person who is required by this section to obtain a work card and who complies with the requirements established by the sheriff for the issuance of such a card. A work card issued pursuant to this section must be renewed:
 - (a) Every 5 years; and
 - (b) Whenever the person changes his or her employment to perform work for an employer other than the employer for which the person's current work card was issued.
3. Except as otherwise provided in subsection 4, if the sheriff of a county requires an applicant for a work card to be investigated:
 - (a) The applicant must submit with his or her application a complete set of his or her fingerprints and written permission authorizing the sheriff to forward the fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report.
 - (b) The sheriff shall submit the fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation to determine the criminal history of the applicant.
 - (c) The sheriff may issue a temporary work card pending the determination of the criminal history of the applicant by the Federal Bureau of Investigation.
4. The sheriff of a county shall not require an investigation of the criminal history of an employee or independent contractor of an agency or facility governed by [NRS 449.122](#) to [449.125](#), inclusive, and [449.174](#) who has had his or her fingerprints submitted to the Central Repository for Nevada Records of Criminal History pursuant to [NRS 449.123](#) for an investigation of his or her criminal history within the immediately preceding 6 months.
5. The sheriff shall not issue a work card to any person who:
 - (a) Has been convicted of a category A, B or C felony or of a crime in another state which would be a category A, B or C felony if committed in this State;
 - (b) Has been convicted of a sexual offense;
 - (c) Has been convicted of a crime against any person who is 60 years of age or older or against a vulnerable person for which an additional term of imprisonment may be imposed pursuant to [NRS 193.167](#) or the laws of any other jurisdiction;
 - (d) Has been convicted of a battery punishable as a gross misdemeanor; or
 - (e) Within the immediately preceding 5 years:
 - (1) Has been convicted of a theft; or

(2) Has been convicted of a violation of any state or federal law regulating the possession, distribution or use of a controlled substance.

6. The following persons are not required to obtain a work card pursuant to this section:

(a) A person who holds a permit to engage in property management pursuant to [chapter 645](#) of NRS.

(b) An independent contractor. As used in this paragraph, “independent contractor” means a person who performs services for a fixed price according to the person’s own methods and without subjection to the supervision or control of the landlord, except as to the results of the work, and not as to the means by which the services are accomplished.

(c) An offender in the course and scope of his or her employment in a work program directed by the warden, sheriff, administrator or other person responsible for administering a prison, jail or other detention facility.

(d) A person performing work through a court-assigned restitution or community-service program.

7. If the sheriff does not issue a work card to a person because the information received from the Central Repository for Nevada Records of Criminal History indicates that the person has been convicted of a crime listed in subsection 5 and the person believes that the information provided by the Central Repository is incorrect, the person may immediately inform the sheriff. If the sheriff is so informed, the sheriff shall give the person at least 30 days in which to correct the information before terminating the temporary work card issued pursuant to subsection 3.

8. As used in this section, unless the context otherwise requires:

(a) “Sexual offense” has the meaning ascribed to it in [NRS 179D.097](#).

(b) “Vulnerable person” has the meaning ascribed to it in [NRS 200.5092](#).

(Added to NRS by [2003, 1250](#); A [2007, 1264](#); [2009, 154](#))

NRS 118A.340 Right of tenant or cotenant to terminate lease due to physical or mental disability or death.

1. Notwithstanding any provision in a lease of a dwelling to the contrary, if a physical or mental condition of a tenant requires the relocation of the tenant from his or her dwelling because of a need for care or treatment that cannot be provided in the dwelling and the tenant is 60 years of age or older or has a physical or mental disability:

(a) That tenant may terminate the lease by giving the landlord 30 days’ written notice within 60 days after the tenant relocates; and

(b) A cotenant of that tenant may terminate the lease by giving the landlord 30 days’ written notice within 60 days after the tenant relocates if:

(1) The cotenant became a tenant of the dwelling before the date on which the lease was signed by the tenant who is relocating and the cotenant is 60 years of age or older or has a physical or mental disability; or

(2) The cotenant became a tenant of the dwelling on or after the date on which the lease was signed by the tenant who is relocating.

2. Notwithstanding any provision in a lease of a dwelling to the contrary, upon the death of the spouse or cotenant of:

(a) A tenant who is 60 years of age or older; or

(b) A tenant who has a physical or mental disability,

the tenant may terminate the lease by giving the landlord 60 days’ written notice within 3 months after the death.

3. The written notice provided to a landlord pursuant to subsection 1 or 2 must set forth the facts which demonstrate that the tenant or cotenant is entitled to terminate the lease. If the tenant or cotenant is terminating the lease pursuant to subsection 1, the tenant or cotenant shall include reasonable verification:

(a) Of the existence of the physical or mental condition of the tenant; and

(b) That the physical or mental condition requires the relocation of the tenant from his or her dwelling because of a need for care or treatment that cannot be provided in the dwelling.

4. This section does not give a landlord the right to terminate a lease solely because of the death of one of the tenants.

5. As used in this section, “cotenant” means a tenant who, pursuant to a lease, is entitled to occupy a dwelling that another tenant who is 60 years of age or older or who has a physical or mental disability is also entitled to occupy pursuant to the same lease.

(Added to NRS by 1977, 1338; A [2005, 314](#))

REMEDIES

NRS 118A.350 Failure of landlord to comply with rental agreement.

1. Except as otherwise provided in this chapter, if the landlord fails to comply with the rental agreement, the tenant shall deliver a written notice to the landlord specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate as provided in this section. If the breach is remediable and the

landlord adequately remedies the breach or uses his or her best efforts to remedy the breach within 14 days after receipt of the notice, the rental agreement does not terminate by reason of the breach. If the landlord fails to remedy the breach or make a reasonable effort to do so within the prescribed time, the tenant may:

- (a) Terminate the rental agreement immediately.
- (b) Recover actual damages.
- (c) Apply to the court for such relief as the court deems proper under the circumstances.

2. The tenant may not terminate the rental agreement for a condition caused by the tenant's own deliberate or negligent act or omission or that of a member of his or her household or other person on the premises with his or her consent.

3. If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable by the tenant under this chapter.

4. A tenant may not proceed under this section unless the tenant has given notice as required by subsection 1, except that the tenant may, without giving that notice, recover damages under paragraph (b) of subsection 1 if the landlord:

- (a) Admits to the court that the landlord had knowledge of the condition constituting the breach; or
- (b) Has received written notice of that condition from a governmental agency authorized to inspect for violations of building, housing or health codes.

(Added to NRS by 1977, 1338; A 1985, 1415; [2007, 1285](#))

NRS 118A.355 Failure of landlord to maintain dwelling unit in habitable condition.

1. Except as otherwise provided in this chapter, if a landlord fails to maintain a dwelling unit in a habitable condition as required by this chapter, the tenant shall deliver a written notice to the landlord specifying each failure by the landlord to maintain the dwelling unit in a habitable condition and requesting that the landlord remedy the failures. If a failure is remediable and the landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the notice, the tenant may not proceed under this section. If the landlord fails to remedy a material failure to maintain the dwelling unit in a habitable condition or to make a reasonable effort to do so within the prescribed time, the tenant may:

- (a) Terminate the rental agreement immediately.
- (b) Recover actual damages.
- (c) Apply to the court for such relief as the court deems proper under the circumstances.
- (d) Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure.

2. The tenant may not proceed under this section:

- (a) For a condition caused by the tenant's own deliberate or negligent act or omission or that of a member of his or her household or other person on the premises with his or her consent; or
- (b) If the landlord's inability to adequately remedy the failure or use his or her best efforts to remedy the failure within 14 days is due to the tenant's refusal to allow lawful access to the dwelling unit as required by the rental agreement or this chapter.

3. If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable by the tenant under this chapter.

4. A tenant may not proceed under this section unless the tenant has given notice as required by subsection 1, except that the tenant may, without giving that notice:

- (a) Recover damages under paragraph (b) of subsection 1 if the landlord:
 - (1) Admits to the court that the landlord had knowledge of the condition constituting the failure to maintain the dwelling in a habitable condition; or
 - (2) Has received written notice of that condition from a governmental agency authorized to inspect for violations of building, housing or health codes.

- (b) Withhold rent under paragraph (d) of subsection 1 if the landlord:
 - (1) Has received written notice of the condition constituting the failure to maintain the dwelling in a habitable condition from a governmental agency authorized to inspect for violations of building, housing or health codes; and
 - (2) Fails to remedy or attempt in good faith to remedy the failure within the time prescribed in the written notice of that condition from the governmental agency.

5. Justice courts shall establish by local rule a mechanism by which tenants may deposit rent withheld under paragraph (d) of subsection 1 into an escrow account maintained or approved by the court. A tenant does not have a defense to an eviction under paragraph (d) of subsection 1 unless the tenant has deposited the withheld rent into an escrow account pursuant to this subsection.

(Added to NRS by [2007, 1281](#))

NRS 118A.360 Failure of landlord to comply with rental agreement or maintain dwelling unit in habitable condition where cost of compliance less than specified amount.

1. If the landlord fails to comply with the rental agreement or his or her obligation to maintain the dwelling unit in a habitable condition as required by this chapter, and the reasonable cost of compliance or repair is less than \$100 or an amount equal to one month's periodic rent, whichever amount is greater, the tenant may recover damages for the breach or notify the landlord of the tenant's intention to correct the condition at the landlord's expense. If the landlord fails to use his or her best efforts to comply within 14 days after being notified by the tenant in writing or more promptly if conditions require in case of emergency, the tenant may cause the work to be done in a workmanlike manner and after submitting to the landlord an itemized statement, the tenant may deduct from his or her rent the actual and reasonable cost or the fair or reasonable value of the work, not exceeding the amount specified in this subsection.

2. The landlord may specify in the rental agreement or otherwise that work done under this section and [NRS 118A.380](#) must be performed by a named person or firm or class of persons or firms qualified to do the work and the tenant must comply with the specifications. If the person qualified to do the work is unavailable or unable to perform the repairs the tenant shall use another qualified person who performs repairs.

3. A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's household or other person on the premises with his or her consent.

4. The landlord's liability under this section is limited to \$100 or an amount equal to one month's periodic rent, whichever amount is greater, within any 12-month period.

5. A tenant may not proceed under this section unless the tenant has given notice to the landlord that the dwelling is not in a habitable condition as required by this chapter.

(Added to NRS by 1977, 1339)

NRS 118A.370 Failure of landlord to deliver possession of dwelling unit. If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in this chapter, rent abates until possession is delivered as required, and the tenant may:

1. Terminate the rental agreement upon at least 5 days' written notice to the landlord and upon termination the landlord shall return all prepaid rent, security recoverable under this chapter, and any payment, deposit, fee or charge to secure the execution of the rental agreement; or

2. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the actual damages sustained. If the landlord has exercised due diligence to evict the holdover tenant or remedy the condition keeping the new tenant from taking possession, the landlord is not liable for damages; or

3. Pursue any other remedies to which the tenant is entitled, including the right to recover any actual damages suffered.

(Added to NRS by 1977, 1339)

NRS 118A.380 Failure of landlord to supply essential items or services.

1. If the landlord is required by the rental agreement or this chapter to supply heat, air-conditioning, running water, hot water, electricity, gas, a functioning door lock or another essential item or service and the landlord willfully or negligently fails to do so, causing the premises to become unfit for habitation, the tenant shall give written notice to the landlord specifying the breach. If the landlord does not adequately remedy the breach, or use his or her best efforts to remedy the breach within 48 hours, except a Saturday, Sunday or legal holiday, after it is received by the landlord, the tenant may, in addition to any other remedy:

(a) Procure reasonable amounts of such essential items or services during the landlord's noncompliance and deduct their actual and reasonable cost from the rent;

(b) Recover actual damages, including damages based upon the lack of use of the premises or the diminution of the fair rental value of the dwelling unit;

(c) Withhold any rent that becomes due during the landlord's noncompliance without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement, until the landlord has attempted in good faith to restore the essential items or services; or

(d) Procure other housing which is comparable during the landlord's noncompliance, and the rent for the original premises fully abates during this period. The tenant may recover the actual and reasonable cost of that other housing which is in excess of the amount of rent which is abated.

2. If the tenant proceeds under this section, the tenant may not proceed under [NRS 118A.350](#) and [118A.360](#) as to that breach.
3. The rights of the tenant under this section do not arise until the tenant has given written notice as required by subsection 1, except that the tenant may, without having given that notice:
 - (a) Recover damages as authorized under paragraph (b) of subsection 1 if the landlord:
 - (1) Admits to the court that the landlord had knowledge of the lack of such essential items or services; or
 - (2) Has received written notice of the uninhabitable condition caused by such a lack from a governmental agency authorized to inspect for violations of building, housing or health codes.
 - (b) Withhold rent under paragraph (c) of subsection 1 if the landlord:
 - (1) Has received written notice of the condition constituting the breach from a governmental agency authorized to inspect for violations of building, housing or health codes; and
 - (2) Fails to remedy or attempt in good faith to remedy the breach within the time prescribed in the written notice of that condition from the governmental agency.
4. The rights of the tenant under paragraph (c) of subsection 1 do not arise unless the tenant is current in the payment of rent at the time of giving written notice pursuant to subsection 1.
5. If such a condition was caused by the deliberate or negligent act or omission of the tenant, a member of his or her household or other person on the premises with his or her consent, the tenant has no rights under this section.
(Added to NRS by 1977, 1339; A 1985, 1416; 1987, 314; [1999, 1230](#); [2007, 1286](#); [2011, 237](#))

NRS 118A.390 Unlawful removal or exclusion of tenant or willful interruption of essential items or services; procedure for expedited relief.

1. If the landlord unlawfully removes the tenant from the premises or excludes the tenant by blocking or attempting to block the tenant's entry upon the premises, willfully interrupts or causes or permits the interruption of any essential item or service required by the rental agreement or this chapter or otherwise recovers possession of the dwelling unit in violation of [NRS 118A.480](#), the tenant may recover immediate possession pursuant to subsection 4, proceed under [NRS 118A.380](#) or terminate the rental agreement and, in addition to any other remedy, recover the tenant's actual damages, receive an amount not greater than \$2,500 to be fixed by the court, or both.
2. In determining the amount, if any, to be awarded under subsection 1, the court shall consider:
 - (a) Whether the landlord acted in good faith;
 - (b) The course of conduct between the landlord and the tenant; and
 - (c) The degree of harm to the tenant caused by the landlord's conduct.
3. If the rental agreement is terminated pursuant to subsection 1, the landlord shall return all prepaid rent and security recoverable under this chapter.
4. Except as otherwise provided in subsection 5, the tenant may recover immediate possession of the premises from the landlord by filing a verified complaint for expedited relief for the unlawful removal or exclusion of the tenant from the premises, the willful interruption of any essential item or service or the recovery of possession of the dwelling unit in violation of [NRS 118A.480](#).
5. A verified complaint for expedited relief:
 - (a) Must be filed with the court within 5 judicial days after the date of the unlawful act by the landlord, and the verified complaint must be dismissed if it is not timely filed. If the verified complaint for expedited relief is dismissed pursuant to this paragraph, the tenant retains the right to pursue all other available remedies against the landlord.
 - (b) May not be filed with the court if an action for summary eviction or unlawful detainer is already pending between the landlord and tenant, but the tenant may seek similar relief before the judge presiding over the pending action.
6. The court shall conduct a hearing on the verified complaint for expedited relief not later than 3 judicial days after the filing of the verified complaint for expedited relief. Before or at the scheduled hearing, the tenant must provide proof that the landlord has been properly served with a copy of the verified complaint for expedited relief. Upon the hearing, if it is determined that the landlord has violated any of the provisions of subsection 1, the court may:
 - (a) Order the landlord to restore to the tenant the premises or essential items or services, or both;
 - (b) Award damages pursuant to subsection 1; and
 - (c) Enjoin the landlord from violating the provisions of subsection 1 and, if the circumstances so warrant, hold the landlord in contempt of court.
7. The payment of all costs and official fees must be deferred for any tenant who files a verified complaint for expedited relief. After any hearing and not later than final disposition of the filing or order, the court shall assess the

costs and fees against the party that does not prevail, except that the court may reduce them or waive them, as justice may require.

(Added to NRS by 1977, 1340; A 1985, 1417; [2003, 426](#); [2011, 238](#))

NRS 118A.400 Damage or destruction of dwelling unit by fire or casualty.

1. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the landlord may terminate the rental agreement and the tenant may, in addition to any other remedy:

(a) Immediately vacate the premises and notify the landlord within 7 days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.

(b) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit or lack of use of the dwelling unit.

2. If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable under this chapter. Accounting for rent in the event of termination or such continued occupancy shall be made as of the date the premises were vacated.

3. This section does not apply if it is determined that the fire or casualty were caused by deliberate or negligent acts of the tenant, a member of his or her household or other person on the premises with his or her consent.

(Added to NRS by 1977, 1340)

NRS 118A.410 Failure of landlord to disclose required information to tenant. After a demand by the tenant, if a landlord fails to disclose as provided in [NRS 118A.260](#) or [NRS 118A.270](#), the tenant may recover actual damages or \$25, whichever is greater.

(Added to NRS by 1977, 1341)

NRS 118A.420 Failure of tenant to comply with rental agreement or perform basic obligations: Damages; injunctive relief. Except as otherwise provided in this chapter, the landlord may recover damages and obtain injunctive relief for failure of the tenant to comply with the rental agreement or perform his or her basic obligations under this chapter.

(Added to NRS by 1977, 1341)

NRS 118A.430 Failure of tenant to comply with rental agreement or perform basic obligations: Termination of rental agreement.

1. Except as otherwise provided in this chapter, if the tenant fails to comply with the rental agreement or fails to perform his or her basic obligations under this chapter, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate as provided in this section. If the breach is remediable and the tenant does not adequately remedy the breach or use his or her best efforts to remedy the breach within 5 days after receipt of the notice, or if the breach cannot be remedied, the landlord may terminate the rental agreement.

2. If the tenant is not reasonably able to remedy the breach, the tenant may avoid termination of the rental agreement by authorizing the landlord to enter and remedy the breach and by paying any reasonable expenses or damages resulting from the breach or the remedy thereof.

(Added to NRS by 1977, 1341)

NRS 118A.440 Failure of tenant to perform basic obligations: Remedial work by landlord may be charged to tenant. If the tenant's failure to perform basic obligations under this chapter can be remedied by repair, replacement of a damaged item or cleaning, and the tenant fails to use his or her best efforts to comply within 14 days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time or more promptly if conditions require in case of emergency, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost, or the fair and reasonable value of the work. The itemized bill shall be paid as rent on the next date periodic rent is due, or if the rental agreement has terminated, may be submitted to the tenant for immediate payment or deducted from the security.

(Added to NRS by 1977, 1341)

NRS 118A.450 Abandonment of dwelling unit by tenant: Remedies; presumption. If the landlord has notice of the fact of abandonment by the tenant, the landlord may dispose of the tenant's personal property as provided in [NRS 118A.460](#) and recover possession of the premises as provided by [NRS 118A.480](#). In the absence of notice of

the fact of abandonment, it is presumed that the tenant has abandoned a dwelling unit if the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments, unless the rent is current or the tenant has in writing notified the landlord of an intended absence.

(Added to NRS by 1977, 1341)

NRS 118A.460 Procedure for disposal of personal property abandoned or left on premises.

1. The landlord may dispose of personal property abandoned on the premises by a former tenant or left on the premises after eviction of the tenant without incurring civil or criminal liability in the following manner:

(a) The landlord shall reasonably provide for the safe storage of the property for 30 days after the abandonment or eviction or the end of the rental period and may charge and collect the reasonable and actual costs of inventory, moving and storage before releasing the property to the tenant or his or her authorized representative rightfully claiming the property within that period. The landlord is liable to the tenant only for the landlord's negligent or wrongful acts in storing the property.

(b) After the expiration of the 30-day period, the landlord may dispose of the property and recover his or her reasonable costs out of the property or the value thereof if the landlord has made reasonable efforts to locate the tenant, has notified the tenant in writing of his or her intention to dispose of the property and 14 days have elapsed since the notice was given to the tenant. The notice must be mailed to the tenant at the tenant's present address, and if that address is unknown, then at the tenant's last known address.

(c) Vehicles must be disposed of in the manner provided in [chapter 487](#) of NRS for abandoned vehicles.

2. Any dispute relating to the amount of the costs claimed by the landlord pursuant to paragraph (a) of subsection 1 may be resolved using the procedure provided in subsection 7 of [NRS 40.253](#).

(Added to NRS by 1977, 1341; A 1987, 1240; 1995, 1855)

NRS 118A.470 Holding over by tenant. If a tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and for rent and the landlord may also recover his or her actual damages. If the landlord consents to the tenant's continued occupancy, the tenancy is from week to week in the case of a tenant who pays weekly rent, and in all other cases the tenancy is from month to month. Such occupancy is otherwise on the same terms and conditions as were contained in the rental agreement unless specifically agreed otherwise.

(Added to NRS by 1977, 1342)

NRS 118A.480 Landlord's recovery of possession of dwelling unit. The landlord shall not recover or take possession of the dwelling unit by action or otherwise, including willful diminution or interruption or causing or permitting the diminution or interruption of any essential item or service required by the rental agreement or this chapter, except:

1. By an action for possession or other civil action or summary proceeding in which the issue of right of possession is determined;

2. When the tenant has surrendered possession of the dwelling unit to the landlord; or

3. When the tenant has abandoned the dwelling unit as provided in [NRS 118A.450](#).

(Added to NRS by 1977, 1342; A [2011, 239](#))

NRS 118A.490 Actions based upon nonpayment of rent: Counterclaim by tenant; deposit of rent with court; judgment for eviction.

1. In an action for possession based upon nonpayment of rent or in an action for rent where the tenant is in possession, the tenant may defend and counterclaim for any amount which the tenant may recover under the rental agreement, this chapter, or other applicable law. If it appears that there is money which may be due to the landlord by the tenant after the day of the hearing or if a judgment is delayed for any reason, the court shall require a tenant who remains in possession of the premises to deposit with the court a just and reasonable amount to satisfy the obligation, but not more than 1 day's rent for each day until the new hearing date. The court shall order the tenant to pay the landlord any rent which is not in dispute and shall determine the amount due to each party. Upon the application of either party, the court, after notice and opportunity for a hearing, may for good cause release to either party all or any portion of the rent paid into court by the tenant. The court shall award the prevailing party the amount owed and shall give judgment for any other amount which is due.

2. In any action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection 1 but is not required to pay any rent into court.

3. When the court renders a decision on the landlord's claim for possession, it shall distribute any rent paid into court under subsection 1 upon a determination of the amount due to each party.

4. If a tenant fails to deposit with the court within 24 hours after the original hearing the entire amount required pursuant to subsection 1, the tenant relinquishes the right to a hearing and the court shall at that time grant a judgment for eviction without further hearing.

(Added to NRS by 1977, 1342; A 1985, 1419)

NRS 118A.500 Tenant's refusal to allow lawful access to dwelling unit; landlord's abuse of access.

1. If the tenant refuses to allow lawful access as required by the rental agreement or this chapter, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case the landlord may recover actual damages.

2. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case the tenant may recover actual damages.

(Added to NRS by 1977, 1343)

NRS 118A.510 Retaliatory conduct by landlord against tenant prohibited; remedies; exceptions.

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

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

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

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

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

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

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

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

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

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

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

(b) The tenancy is terminated with cause;

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

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

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

(Added to NRS by 1977, 1343; A 1985, 1417; [1999, 1230](#); [2011, 240, 869](#))

NRS 118A.520 When lien or security interest in tenant's household goods may be enforced; distraint for rent abolished; damages.

1. Any lien or security interest in the tenant's household goods created in favor of the landlord to ensure the payment of rent is unenforceable unless created by attachment or garnishment.

2. Distraint for rent is abolished.

3. A landlord who retains the household goods or other personal property of a tenant in violation of this section is liable to the tenant for damages as provided in [NRS 118A.390](#).
(Added to NRS by 1977, 1344; A 1985, 1418)

SAVING PROVISION

NRS 118A.530 Effect of chapter upon rental agreements entered into before July 1, 1977. Rental agreements entered into before July 1, 1977, and not extended or renewed after that date, and the rights, duties and interests flowing from them remain valid and may be terminated or enforced as required or permitted by any statute or other law amended or repealed in conjunction with the enactment of this chapter as though the repeal or amendment had not occurred. For purposes of this section, tenancies from month to month shall be considered to be renewed each month.

(Added to NRS by 1977, 1344)

CHAPTER 118B - LANDLORD AND TENANT: MANUFACTURED HOME PARKS

GENERAL PROVISIONS

NRS 118B.010	Definitions.
NRS 118B.011	“Administrator” defined.
NRS 118B.0111	“Appurtenance” defined.
NRS 118B.0113	“Capital improvement” defined.
NRS 118B.0114	“Certified appraiser” defined.
NRS 118B.0115	“Change” defined.
NRS 118B.0117	“Corporate cooperative park” defined.
NRS 118B.012	“Division” defined.
NRS 118B.014	“Landlord” defined.
NRS 118B.0145	“Manager” defined.
NRS 118B.015	“Manufactured home” defined.
NRS 118B.016	“Manufactured home lot” or “lot” defined.
NRS 118B.017	“Manufactured home park” or “park” defined.
NRS 118B.018	“Recreational vehicle” defined.
NRS 118B.0185	“Tenant” defined.
NRS 118B.019	“Terms of a rental agreement” defined.
NRS 118B.0195	“Utility” defined.
NRS 118B.020	Applicability.
NRS 118B.022	Administration of chapter; employees of Division prohibited from holding interest in manufactured home park.
NRS 118B.023	Administration of chapter; action or inaction by Division, officers or employees in carrying out provisions of chapter do not create right of action.
NRS 118B.024	Duties and powers of Administrator.
NRS 118B.025	Collection of economic and demographic data.
NRS 118B.026	Investigations; remedies.
NRS 118B.028	Enforcement of subpoena issued by Division.
NRS 118B.030	Notice.
NRS 118B.035	Approval of landlord to be in writing.

RENTAL AGREEMENTS; DEPOSITS

NRS 118B.040	Rental agreements: Landlord to provide prospective tenant with copy of agreement and other residency documents before payment of application fee; landlord to provide signed copy of agreement to tenant; provisions required to be included in agreement.
NRS 118B.045	Rental agreements: Additional provisions required to be included in certain agreements.
NRS 118B.050	Rental agreements: Void provisions.
NRS 118B.060	Deposits.

RIGHTS AND OBLIGATIONS OF LANDLORDS AND TENANTS

NRS 118B.065	Landlord to disclose relevant zoning designations before tenant signs initial rental agreement.
NRS 118B.067	Obligations of landlord and tenant concerning placement, set up and installation of manufactured home.
NRS 118B.070	Landlord to deliver copy of current provisions of chapter and contact information regarding Division to each tenant.
NRS 118B.071	Landlord to post sign containing contact information regarding Division.
NRS 118B.073	Landlord to issue receipt of payment of rent to tenant.
NRS 118B.075	Landlord of park consisting of 25 or more lots to post and provide to tenant sample rental or lease agreements.
NRS 118B.077	Landlord to post report on quality of water supplied to park; test of quality of water.
NRS 118B.080	Landlord to disclose certain information regarding owner and manager or assistant manager of park and agent for service of process; landlord to post or provide notice regarding office hours or landlord’s availability at park.

<u>NRS 118B.085</u>	Notice to Division of certain information about landlord, manager and assistant manager; Division to provide provisions of chapter to landlord, manager and assistant manager.
<u>NRS 118B.086</u>	Continuing education of managers and assistant managers: Applicability; requirements; regulations; approval of courses.
<u>NRS 118B.087</u>	Continuing education of managers and assistant managers: Regions for provision of courses; assessment of manufactured home parks for portion of costs of course.
<u>NRS 118B.088</u>	Continuing education of managers and assistant managers: Certificate of completion of course.
<u>NRS 118B.089</u>	Continuing education of managers and assistant managers: Fine for employing manager or assistant manager who has not completed course.
<u>NRS 118B.090</u>	Responsibilities of landlord: Maintenance of common areas, facilities, appliances, mail boxes, driveways and sidewalks; snow removal.
<u>NRS 118B.095</u>	Landlord to authorize or contract for repairs; contract for emergency repairs; notice; exceptions.
<u>NRS 118B.097</u>	Licensed person required to perform certain repairs; regulations.
<u>NRS 118B.100</u>	Rules and regulations of park.
<u>NRS 118B.110</u>	Landlord or designee to meet with representative group of tenants under certain circumstances; notice; qualifications of designee; attendance by attorneys; attendance by Administrator or Administrator's representative.
<u>NRS 118B.115</u>	Written consent may be required before manufactured home or recreational vehicle is moved into park; remedies if written consent is not obtained; exception.
<u>NRS 118B.120</u>	Maintenance of tenant's lot; removal of unoccupied manufactured home; reimbursement for cost of maintenance.
<u>NRS 118B.125</u>	Tenant to secure approval of landlord before beginning construction that requires building permit.
<u>NRS 118B.130</u>	Restrictions on tenants: Obligations of landlord before change; notice.
<u>NRS 118B.140</u>	Prohibited practices by landlord: Requiring or inducing purchase of manufactured home; charges.
<u>NRS 118B.143</u>	Prohibited practices by landlord: Right of tenant to display flag of the United States in certain areas; conditions and limitations on exercise of right.
<u>NRS 118B.145</u>	Prohibited practices by landlord: Right of tenant to exhibit political signs in certain areas; conditions and limitations on exercise of right.
<u>NRS 118B.150</u>	Prohibited practices by landlord: Rent and additional charges; payments for improvements; meetings; utility services; guests; fences; dues for associations of members; public officers or candidates; trimming of trees.
<u>NRS 118B.153</u>	Reduction of rent upon decrease or elimination of service, utility or amenity.
<u>NRS 118B.154</u>	Connection of utilities; reports of violations.
<u>NRS 118B.155</u>	Landlord to post or provide certain information regarding utility bills.
<u>NRS 118B.157</u>	Notice to tenants of interruption of utility or service.
<u>NRS 118B.160</u>	Prohibited practices by landlord: Sale of manufactured home or recreational vehicle by tenant; subleasing of lots by tenants; additions by tenant to manufactured home; purchase of manufactured home within park by landlord.
<u>NRS 118B.170</u>	Rights and duties of landlord concerning sale of manufactured home or recreational vehicle located in park.
<u>NRS 118B.173</u>	Notice of listing of park for sale; entitlement to notice.
<u>NRS 118B.177</u>	Obligations of landlord before closure of park: Financial liability; notices; restrictions regarding increase in rent; resident impact statement.
<u>NRS 118B.180</u>	Obligations of landlord for conversion of park into lots: Notices; offers to sell lots; financial liability; resident impact statement.
<u>NRS 118B.183</u>	Obligations of landlord for conversion of park to other use: Notices; financial liability; resident impact statement; restrictions regarding increase in rent.
<u>NRS 118B.1833</u>	Certified appraiser: Qualifications.
<u>NRS 118B.1837</u>	Person who determines fair market value of manufactured home to comply with certain guidelines.
<u>NRS 118B.184</u>	Landlord to submit resident impact statement if closing or converting park.
<u>NRS 118B.185</u>	Annual fee for lots in park; penalty; disposition of money.

TERMINATION OF RENTAL AGREEMENT BY LANDLORD

<u>NRS 118B.190</u>	Notice; holding over.
<u>NRS 118B.200</u>	Grounds.
<u>NRS 118B.210</u>	Retaliatory conduct by landlord and harassment by landlord, management or tenant prohibited.

ASSISTANCE FOR LOW-INCOME OWNERS OF MANUFACTURED HOMES

<u>NRS 118B.211</u>	"Fund" defined.
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NRS 118B.213	Annual fee for lots in park operated for profit; notice; discontinuation and resumption; penalty; deposit.
NRS 118B.215	Fund: Creation; use of money in Fund; eligibility to receive money from Fund; regulations.
NRS 118B.2155	Contents of application for assistance from Fund.
NRS 118B.216	Denial or termination of assistance: Notice; hearing; judicial review.
NRS 118B.217	Duties of Division: Preparation of list of eligible persons; determination of sufficiency of amount of money in Fund; equal allocation of assistance.
NRS 118B.218	Notice of change in eligibility for assistance.
NRS 118B.2185	Recovery of assistance.
NRS 118B.219	Civil penalties.

REMEDIES AND PENALTIES

NRS 118B.220	Fitness of manufactured home or recreational vehicle for occupancy.
NRS 118B.225	Purchase of manufactured home or placement of manufactured home on lot in reliance upon promotional materials that prove to be false or misleading.
NRS 118B.230	Unlawful termination of rental agreement by landlord.
NRS 118B.240	Controversies may be submitted for arbitration.
NRS 118B.251	Fine for violation of provision of chapter.
NRS 118B.255	Deposit of administrative fines; appointment of hearing officer or panel; delegation of authority concerning disciplinary action; claims for attorney's fees and costs of investigation.
NRS 118B.260	Penalties.

GENERAL PROVISIONS

NRS 118B.010 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in [NRS 118B.011](#) to [118B.0195](#), inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 1975, 783; A 1977, 1448; 1979, 1872; 1981, 1845, 2030; 1985, 2215, 2216; 1989, 1791; 1991, 2271; [2001, 1939](#); [2007, 2323](#); [2009, 1927](#))

NRS 118B.011 “Administrator” defined. “Administrator” means the chief of the Division.
(Added to NRS by 1985, 2213)

NRS 118B.0111 “Appurtenance” defined. “Appurtenance” means a structure, installation, facility, amenity or other improvement that is appurtenant to or benefits one or more manufactured homes, but is not a part of the manufactured home. The term includes, without limitation, skirting, ramps, cabanas, carports, porches, awnings, sheds and other structures, installations, facilities and amenities associated with or benefiting one or more manufactured homes.

(Added to NRS by [2007, 2323](#))

NRS 118B.0113 “Capital improvement” defined. “Capital improvement” means an addition or betterment made to a manufactured home park that:

1. Consists of more than the repair or replacement of an existing facility;
2. Is required by law to be amortized over its useful life for the purposes of income tax; and
3. Has a useful life of 5 years or more.

(Added to NRS by 1995, 2752; A [2001, 1170](#))

NRS 118B.0114 “Certified appraiser” defined. “Certified appraiser” means an appraiser who possesses the necessary qualifications pursuant to the provisions of this chapter.

(Added to NRS by [2009, 1927](#))

NRS 118B.0115 “Change” defined. A “change” of a rental agreement includes the renewal of a rental agreement and a new rental agreement.

(Added to NRS by 1989, 1791)

NRS 118B.0117 “Corporate cooperative park” defined. “Corporate cooperative park” means a manufactured home park owned by a nonprofit cooperative corporation formed pursuant to [chapter 81](#) of NRS that is wholly owned or controlled by the tenants of the park.

(Added to NRS by [2001, 1937](#))

NRS 118B.012 “Division” defined. “Division” means the Manufactured Housing Division of the Department of Business and Industry.

(Added to NRS by 1985, 2213; A 1993, 1508)

NRS 118B.014 “Landlord” defined. “Landlord” means the owner or lessor of a manufactured home lot and the owner or lessor of a manufactured home park.

(Added to NRS by 1985, 2216; A 1987, 977; [2001, 1170](#))

NRS 118B.0145 “Manager” defined. “Manager” means the person in charge or in control of a manufactured home park, whether or not the person is the owner or employed by the owner. The term includes any company chosen by the landlord to administer or supervise the affairs of the manufactured home park.

(Added to NRS by 1991, 2270; A [2001, 1170](#))

NRS 118B.015 “Manufactured home” defined. “Manufactured home” means a vehicular structure without independent motive power, built on a chassis or frame, which is:

1. Designed to be used with or without a permanent foundation;

2. Capable of being drawn by a motor vehicle; and

3. Used as and suitable for year-round occupancy as a residence, when connected to utilities, by one person who maintains a household or by two or more persons who maintain a common household.

➤ The term specifically includes, without limitation, a mobile home that does not comply with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. §§ 5401 et seq.

(Added to NRS by 1985, 2216; A [2001, 1170](#))

NRS 118B.016 “Manufactured home lot” or “lot” defined. “Manufactured home lot” or “lot” means a portion of land within a manufactured home park which is rented or held out for rent to accommodate:

1. A manufactured home; or

2. A recreational vehicle for 3 months or more.

(Added to NRS by 1985, 2216; A [2001, 1171](#))

NRS 118B.017 “Manufactured home park” or “park” defined. “Manufactured home park” or “park” means an area or tract of land where two or more manufactured homes or manufactured home lots are rented or held out for rent. The terms do not include an area or tract of land where:

1. More than half of the lots are rented overnight or for less than 3 months for recreational vehicles.

2. Manufactured homes are used occasionally for recreational purposes and not as permanent residences.

(Added to NRS by 1985, 2216; A 1987, 931; [2001, 1171](#))

NRS 118B.018 “Recreational vehicle” defined. “Recreational vehicle” means a vehicular structure primarily designed as temporary living quarters for travel, recreational or camping use, which may be self-propelled or mounted upon or drawn by a motor vehicle.

(Added to NRS by 1985, 2216)

NRS 118B.0185 “Tenant” defined. “Tenant” means the owner of a manufactured home which is located on a manufactured home lot in a manufactured home park.

(Added to NRS by 1989, 1791; A [2001, 1171](#))

NRS 118B.019 “Terms of a rental agreement” defined. “Terms of a rental agreement” include:

1. The amount of rent;

2. All services and utilities provided to the tenant; and

3. Any rules and regulations adopted by the landlord.

(Added to NRS by 1989, 1791)

NRS 118B.0195 “Utility” defined. “Utility” includes:

1. A public utility which provides:
 - (a) Electricity;
 - (b) Natural gas;
 - (c) Liquefied petroleum gas;
 - (d) Sewer services;
 - (e) Garbage collection; or
 - (f) Water.
2. A video service provider which provides video service pursuant to [chapter 711](#) of NRS.
(Added to NRS by 1989, 1791; A [2007, 1376](#))

NRS 118B.020 Applicability. The provisions of this chapter do not apply to:

1. Manufactured home parks operated by public housing authorities and established pursuant to the United States Housing Act of 1937, as amended (now 42 U.S.C. §§ 1437 et seq.).
2. Any lot in a manufactured home park which is rented or held out for rent overnight or for less than 3 months.
3. Any recreational vehicle located on a lot described in subsection 2.
4. Any lot in a manufactured home park or manufactured home on such a lot which is used occasionally for recreational purposes and not as a permanent residence.
(Added to NRS by 1979, 1871; A 1981, 1845; 1987, 931; [2001, 1171](#))

NRS 118B.022 Administration of chapter; employees of Division prohibited from holding interest in manufactured home park.

1. The provisions of this chapter must be administered by the Division, subject to administrative supervision by the Director of the Department of Business and Industry.
2. An employee of the Division shall not hold an interest in a manufactured home park.
(Added to NRS by 1985, 2214; A 1993, 1508; [2001, 1171](#))

NRS 118B.023 Administration of chapter; action or inaction by Division, officers or employees in carrying out provisions of chapter do not create right of action. No right of action exists in favor of any person by reason of any action or failure to act on the part of the Division or any of its officers or employees in carrying out the provisions of this chapter.
(Added to NRS by [2009, 1927](#))

NRS 118B.024 Duties and powers of Administrator.

1. The Administrator shall adopt regulations to carry out the provisions of this chapter.
2. To carry out the provisions of this chapter, the Administrator may, upon receiving a complaint alleging a violation of this chapter or any regulation adopted pursuant thereto:
 - (a) Issue subpoenas for the production of books, papers and documents which are strictly relevant to the complaint;
 - (b) Mediate grievances between landlords and tenants of manufactured home parks; and
 - (c) Make inspections and provide technical services necessary to administer the provisions of this chapter.
3. The Administrator or his or her representative may inspect at reasonable times in a reasonable manner the premises and books, papers, records and documents which are required to enforce the provisions of this chapter.
(Added to NRS by 1985, 2214; A 1989, 1791; [2001, 1171](#))

NRS 118B.025 Collection of economic and demographic data. The Administrator shall collect economic and demographic data annually from each manufactured home park, including the amount of rent and rate of vacancy for each type of lot in the park, and shall prescribe the form for the collection of such data.
(Added to NRS by 1989, 304; A 1989, 1267; [2001, 1172](#))

NRS 118B.026 Investigations; remedies.

1. The Administrator may, upon receiving a complaint alleging a violation of this chapter or any regulation adopted pursuant thereto, investigate the alleged violation. The Administrator or his or her representative shall, upon request, furnish identification during an investigation. Except as otherwise provided in [NRS 239.0115](#), any information obtained by the Administrator or his or her representative in the investigation of a complaint, including the name of the complainant, is confidential and must not be disclosed unless so ordered by the Administrator or a court of competent jurisdiction.
2. If the Administrator finds a violation of the provisions of this chapter or of any regulation adopted pursuant thereto, the Administrator may issue a notice of violation to the person who the Administrator alleges has violated

the provision. The notice of violation must set forth the violation which the Administrator alleges with particularity and specify the corrective action which is to be taken and the time within which the action must be taken.

3. If the person to whom a notice of violation is directed fails to take the corrective action required, the Administrator may:

- (a) Extend the time for corrective action;
- (b) Request the district attorney of the county in which the violation is alleged to have occurred to prepare a complaint and procure the issuance of a summons to the person for the violation; or
- (c) Apply to the district court for the judicial district in which the violation is alleged to have occurred for an injunction and any other relief which the court may grant to compel compliance. In an action brought pursuant to this section, the court may award costs and reasonable attorney's fees to the prevailing party.

➤ The Administrator may, in addition to or in lieu of any action authorized by paragraph (a), (b) or (c), impose a fine pursuant to [NRS 118B.251](#).

4. Any person who violates a provision of this chapter, or a regulation adopted pursuant thereto, shall pay for the cost incurred by the Division in enforcing the provision.

(Added to NRS by 1985, 2214; A 1991, 846, 2271; 1993, 1469; [2007, 2071](#))

NRS 118B.028 Enforcement of subpoena issued by Division. If any person to whom the Administrator has directed a subpoena refuses to produce any books, papers or documents which the subpoena requires, the Administrator may apply to the district court for the judicial district in which the investigation is being carried on for the enforcement of the subpoena in the manner provided by law for the enforcement of a subpoena in a civil action. If the person to whom the subpoena was directed objects that the material not produced is not strictly relevant, the burden is upon the Administrator to show probable relevance.

(Added to NRS by 1985, 2215)

NRS 118B.030 Notice. If any provision of this chapter requires that notice be given but does not specify the manner in which it must be given, notice must be given either by personal service or by first-class mail.

(Added to NRS by 1981, 2030)—(Substituted in revision for NRS 118.237)

NRS 118B.035 Approval of landlord to be in writing. If a statute requires that a tenant obtain the approval of the landlord on a particular matter and the landlord gives his or her approval, the landlord shall do so in writing.

(Added to NRS by 1987, 981)

RENTAL AGREEMENTS; DEPOSITS

NRS 118B.040 Rental agreements: Landlord to provide prospective tenant with copy of agreement and other residency documents before payment of application fee; landlord to provide signed copy of agreement to tenant; provisions required to be included in agreement.

1. Before requiring or accepting payment of any application fee, a landlord shall give to a prospective tenant who may rent or lease a manufactured home lot:

- (a) A copy of the rental agreement or lease;
- (b) A copy of the rules and regulations governing the manufactured home park;
- (c) Any notices of the sale, closure or conversion of the manufactured home park that must be provided to tenants pursuant to the provisions of this chapter;
- (d) The criteria used by the manufactured home park in deciding whether to accept an applicant;
- (e) A list of every increase in rent during the last 5 years for the manufactured home lot;
- (f) The maintenance responsibilities of the landlord pursuant to [NRS 118B.090](#); and
- (g) Any other residency documents.

2. A rental agreement or lease between a landlord and tenant to rent or lease any manufactured home lot must be in writing. The landlord shall give the tenant a copy of the agreement or lease at the time the tenant signs it.

3. A rental agreement or lease must contain, but is not limited to, provisions relating to:

- (a) The duration of the agreement or lease.
- (b) The amount of rent, the manner and time of its payment and the amount of any charges for late payment and dishonored checks.
- (c) Restrictions on occupancy by children or pets.
- (d) Services and utilities included with the rental of a lot and the responsibility of maintaining or paying for them, including the charge, if any, for cleaning the lots.
- (e) Deposits which may be required and the conditions for their refund.

- (f) Maintenance which the tenant is required to perform and any appurtenances the tenant is required to provide.
 - (g) The name and address of the owner of the manufactured home park and his or her authorized agent.
 - (h) Any restrictions on subletting.
 - (i) Any recreational facilities and other amenities provided to the tenant and any deposits or fees required for their use.
 - (j) Any restriction of the park to older persons pursuant to federal law.
 - (k) The dimensions of the manufactured home lot 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 118B.143](#).
 - (o) The amount to be charged each month to the tenant to reimburse the landlord for the cost of a capital improvement to the manufactured home park. Such an amount must be stated separately and include the length of time the charge will be collected and the total amount to be recovered by the landlord from all tenants in the manufactured home park.
 - (p) Any other fees to be charged to the tenant in addition to the base rent.
- (Added to NRS by 1977, 1446; A 1979, 1872; 1981, 1846, 2031; 1983, 1355; 1985, 2217; 1987, 977; 1989, 1792; 1991, 2272; 1995, 2753; [2001, 1172](#), [1353](#); [2003, 30](#), [2471](#), [2969](#); [2007, 2323](#))

NRS 118B.045 Rental agreements: Additional provisions required to be included in certain agreements. If a person owns a manufactured home on a manufactured home lot and the person, either directly or through an agent, leases the manufactured home to another person, the rental agreement or lease must include, in addition to any other information required by law, the following information:

1. The name and address of the person who owns the manufactured home;
2. The year the manufactured home was manufactured;
3. The year the manufactured home was moved into the manufactured home park;
4. The year the person acquired the manufactured home; and
5. The date of each inspection of the manufactured home.

(Added to NRS by [2005, 2326](#))

NRS 118B.050 Rental agreements: Void provisions. Any provision in a rental agreement or lease for a manufactured home lot which provides that the tenant:

1. Agrees to waive or forego any rights or remedies afforded by this chapter;
2. Authorizes any person to confess judgment on any claim arising out of the rental agreement;
3. Agrees to pay the landlord's attorney's fees or costs, or both, except that the agreement may provide that attorney's fees may be awarded to the prevailing party in the event of court action;
4. Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or costs connected therewith, if the liability is based upon an act or omission of the landlord or any agent or employee of the landlord;
5. Agrees to a period within which the tenant will give notice to the landlord of the termination of the tenancy which is longer than the term of the lease; or
6. Agrees to pay any additional charge for children or pets, unless the landlord provides a special service regarding children or pets,

is void. A tenant may recover actual damages resulting from the enforcement of such a provision.

(Added to NRS by 1977, 1447; A 1979, 1873; 1985, 2218; 1987, 978; 1991, 2273; [2001, 1172](#))

NRS 118B.060 Deposits.

1. Any payment, deposit, fee or other charge which is required by the landlord in addition to periodic rent, utility charges or service fees and is collected as prepaid rent or a sum to compensate for any tenant default is a "deposit" governed by the provisions of this section.
2. The landlord shall maintain a separate record of the deposits.
3. Except as otherwise provided in subsection 4:
 - (a) All deposits are refundable, and upon termination of the tenancy, or if the deposit is collected as a sum to compensate for a tenant default, not more than 5 years after the landlord receives the deposit, the landlord may claim from a deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent,

utility charges or service fees and to repair damage to the park caused by the tenant. The landlord shall provide the tenant with an itemized written accounting of the disposition of the deposit.

(b) Any refund must be sent to the tenant within 21 days after the tenancy is terminated.

4. Each deposit collected as a sum to compensate for a tenant default must be refunded to the tenant not more than 5 years after the landlord receives the deposit or upon the termination of the tenancy, whichever is earlier. The refund must include interest on the amount of the deposit at the rate required by this subsection, compounded annually, for the entire period during which the deposit was held by the landlord. For the purposes of this subsection, the rate of interest must be equal to the average of the prevailing rates of interest for deposits, as determined by the Administrator.

5. Upon termination of the landlord's interest in the manufactured home park, the landlord shall transfer to his or her successor in interest that portion of the deposit remaining after making any deductions allowed pursuant to this section or refund that portion to the tenant.

6. If the former landlord fails to transfer that portion of the deposit remaining to the successor in interest or refund it to the tenant at the time the successor in interest takes possession, the successor becomes jointly and severally liable with the former landlord for refunding to the tenant that portion of the deposit to which the tenant is entitled.

7. If the former landlord fails to transfer or refund the deposit, the tenant may not be required to pay another deposit until the successor in interest refunds the deposit to the tenant or provides the tenant with an itemized written accounting of the statutorily authorized disposition of the deposit.

8. The claim of the tenant to any deposit to which the tenant is entitled by law takes precedence over the claim of any creditor of the landlord.

9. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1977, 1447; A 1979, 1873; 1987, 978; 1991, 2273; [2001, 1173](#), [1939](#); [2003, 2471](#))

RIGHTS AND OBLIGATIONS OF LANDLORDS AND TENANTS

NRS 118B.065 Landlord to disclose relevant zoning designations before tenant signs initial rental agreement. Before a tenant signs an initial rental agreement for a manufactured home lot, the landlord shall, by separate written document, disclose to the tenant the zoning designations adopted pursuant to [chapter 278](#) of NRS for the manufactured home lot to be rented and for each parcel of land adjoining the manufactured home park.

(Added to NRS by 1989, 961; A [2001, 1173](#))

NRS 118B.067 Obligations of landlord and tenant concerning placement, set up and installation of manufactured home.

1. If a landlord approves the placement of a manufactured home on a lot in a park and it is determined after the home is placed on the lot that the placement of the home does not comply with the requirements of the local ordinances relating to that placement, the landlord shall pay the cost to ensure compliance with those requirements.

2. A landlord shall notify any tenant who is bringing a manufactured home which is new to the manufactured home park into the manufactured home park that the provisions of [NRS 489.311](#) require that only persons licensed by the State of Nevada as general servicepersons are legally permitted to set up and install a manufactured home. Before the tenant may bring such a manufactured home into the manufactured home park, the tenant must provide to the landlord a copy of the license issued pursuant to [NRS 489.311](#) to the person who will be installing the manufactured home.

(Added to NRS by 1991, 2270; A [2001, 1174](#); [2003, 2472](#); [2005, 1641](#))

NRS 118B.070 Landlord to deliver copy of current provisions of chapter and contact information regarding Division to each tenant.

1. The landlord shall deliver to:

(a) Each new tenant a copy of the current text of the provisions of this chapter with the rental agreement at the time the tenant signs the agreement.

(b) Each tenant a copy of each provision of this chapter which is added, amended or repealed within 180 days after the provision becomes effective.

2. When the landlord provides a tenant with a copy of any provision of this chapter pursuant to subsection 1, the copy must contain a legible and typewritten statement that contains the following contact information regarding the Division in substantially the following form:

**TENANTS OF MANUFACTURED HOME PARKS ARE ENTITLED TO CERTAIN RIGHTS UNDER
NEVADA REVISED STATUTES**

To obtain information regarding your rights as a tenant under Nevada Revised Statutes, you may contact the Manufactured Housing Division of the Department of Business and Industry as follows:

SOUTHERN NEVADA:

(The address of the Division in Southern Nevada)
(The local telephone number of the Division in Southern Nevada)

NORTHERN NEVADA:

(The address of the Division in Northern Nevada)
(The local telephone number of the Division in Northern Nevada)

INTERNET:

(The Internet address of the Division)

(Added to NRS by 1975, 1111; A 1977, 1451; 1979, 1873; 1981, 2031; 1989, 1792; 1991, 2274; [2003, 2473](#); [2005, 1597](#))

NRS 118B.071 Landlord to post sign containing contact information regarding Division.

1. The landlord of a manufactured home park shall post in a conspicuous and readily accessible place in the community or recreational facility in the manufactured home park, at or near the entrance of the manufactured home park or in another common area in the manufactured home park, a legible and typewritten sign that contains the following contact information regarding the Division in substantially the following form:

**TENANTS OF MANUFACTURED HOME PARKS ARE ENTITLED TO CERTAIN RIGHTS UNDER
NEVADA REVISED STATUTES**

To obtain information regarding your rights as a tenant under Nevada Revised Statutes, you may contact the Manufactured Housing Division of the Department of Business and Industry as follows:

SOUTHERN NEVADA:

(The address of the Division in Southern Nevada)
(The local telephone number of the Division in Southern Nevada)

NORTHERN NEVADA:

(The address of the Division in Northern Nevada)
(The local telephone number of the Division in Northern Nevada)

INTERNET:

(The Internet address of the Division)

2. The Division shall notify each landlord if any of the contact information regarding the Division changes. Not later than 30 days after receiving such a notice from the Division, the landlord shall replace the existing sign with a new sign that contains the new contact information regarding the Division.

(Added to NRS by [2003, 2470](#))

NRS 118B.073 Landlord to issue receipt of payment of rent to tenant. Upon payment of the periodic rent by a tenant of a manufactured home park, the landlord of that park shall issue to the tenant a receipt which indicates the amount and the date of the payment. The landlord shall issue the receipt as soon as practicable after payment, but not later than 5 days after the landlord receives payment.

(Added to NRS by 1995, 2752; A [2001, 1174](#); [2005, 2327](#))

NRS 118B.075 Landlord of park consisting of 25 or more lots to post and provide to tenant sample rental or lease agreements. If more than one rental agreement or lease is offered to prospective tenants, the landlord of a manufactured home park consisting of 25 or more lots shall:

1. Post in a conspicuous and readily accessible place in the community or recreation facility in the park, at or near the entrance of the park or other common area in the park, a legible sign indicating in bold print and bearing the caption “sample rental or lease agreements.”

2. Under the sign indicating “sample rental or lease agreements,” post a copy of each rental or lease agreement presently offered to prospective tenants.

3. Provide at the request of a prospective tenant or an existing tenant, a copy of any lease or rental agreement required to be posted pursuant to subsection 2.

4. Immediately correct or replace the posted copy of a lease or rental agreement if new provisions are added to the lease or rental agreement or if existing provisions are amended or deleted.

5. Provide a copy of the provisions of this section to a prospective tenant before the prospective tenant signs a rental agreement or lease for a lot.

(Added to NRS by 1991, 904; A [2001, 1174](#))

NRS 118B.077 Landlord to post report on quality of water supplied to park; test of quality of water.

1. The landlord of a manufactured home park shall post in a conspicuous and readily accessible place in the community or recreational facility in the manufactured home park, at or near the entrance of the manufactured home park or other common area in the manufactured home park, a current report on the quality of the water that is supplied to the manufactured home park.

2. Except as otherwise provided in subsection 3, the report must be obtained from the community water system that is the supplier of water to the manufactured home park. Except as otherwise provided in subsection 4, the landlord shall post the report at least once each year and at such other times as the community water system may provide an updated report to the landlord.

3. If a manufactured home park is not a community water system and does not otherwise obtain water from a community water system, the landlord of the manufactured home park shall annually cause the water that is provided to the tenants of the manufactured home park to be tested in accordance with the standards adopted pursuant to [NRS 445A.855](#). The test must be performed by a laboratory certified by the State Environmental Commission pursuant to [NRS 445A.863](#).

4. Upon receipt of the results of a test performed pursuant to subsection 3, the landlord shall prepare or cause to be prepared a report on the quality of the water that is supplied to the tenants of the manufactured home park. The report must be accurately based upon the results of the test and prepared in accordance with the standards adopted by the State Environmental Commission pursuant to [NRS 445A.855](#) for similar reports by community water systems. The landlord shall post a copy of the most current report in accordance with subsection 1 and shall deliver a copy of each such report to the State Environmental Commission.

5. As used in this section, “community water system” has the meaning ascribed to it in [NRS 445A.808](#).

(Added to NRS by [2001, 1938](#); A [2005, 558](#))

NRS 118B.080 Landlord to disclose certain information regarding owner and manager or assistant manager of park and agent for service of process; landlord to post or provide notice regarding office hours or landlord’s availability at park.

1. The landlord shall disclose in writing to each tenant the:

(a) Name, address and telephone number of the owner and manager or assistant manager of the manufactured home park; and

(b) Name and address of a person authorized to receive service of process for the landlord,
➤ and any change thereof.

2. The information must be furnished in writing to each new tenant on or before the commencement of the tenancy and to each existing tenant.

3. A landlord shall post, or provide to each tenant, the office hours or landlord’s availability at the park location.

(Added to NRS by 1977, 1447; A 1983, 1356; 1987, 979; 1989, 1793; [2001, 1174](#); [2003, 2473](#))

NRS 118B.085 Notice to Division of certain information about landlord, manager and assistant manager; Division to provide provisions of chapter to landlord, manager and assistant manager.

1. A landlord shall notify the Division, in writing, of the landlord’s correct name, address and telephone number. If the landlord has employed a manager or assistant manager, or both, the landlord shall also notify the Division, in writing, of the name, address and telephone number of any such manager and assistant manager of his or her park. After the initial notification, the landlord shall also send notice of the information required pursuant to this subsection within 45 days after:

(a) Buying the park;

- (b) Opening the park for occupancy;
- (c) Changing managers or assistant managers; or
- (d) Changing his or her name, address or telephone number.

2. Upon receiving the notice required by subsection 1, the Administrator shall send the landlord, manager and assistant manager, as applicable, the text of the provisions of this chapter and a form upon which the landlord, manager and assistant manager, as applicable, shall acknowledge that each has received those provisions and has read them. The landlord, manager and assistant manager, as applicable, shall return the acknowledged form to the Administrator within 10 days after receiving it.

(Added to NRS by 1985, 1504; A 1987, 979; 1991, 2274; [1997, 189](#); [2007, 2325](#))

NRS 118B.086 Continuing education of managers and assistant managers: Applicability; requirements; regulations; approval of courses.

1. Each manager and assistant manager of a manufactured home park which has 2 or more lots shall complete annually 6 hours of continuing education relating to the management of a manufactured home park.

2. The Administrator shall adopt regulations specifying the areas of instruction for the continuing education required by subsection 1.

3. The instruction must include, but is not limited to, information relating to:

- (a) The provisions of [chapter 118B](#) of NRS;
- (b) Leases and rental agreements;
- (c) Unlawful detainer and eviction as set forth in [NRS 40.215](#) to [40.425](#), inclusive;
- (d) The resolution of complaints and disputes concerning landlords and tenants of manufactured home parks; and
- (e) The adoption and enforcement of the rules and regulations of a manufactured home park.

4. Each course of instruction and the instructor of the course must be approved by the Administrator. The Administrator shall adopt regulations setting forth the procedure for applying for approval of an instructor and course of instruction. The Administrator may require submission of such reasonable information by an applicant as the Administrator deems necessary to determine the suitability of the instructor and the course. The Administrator shall not approve a course if the fee charged for the course is not reasonable. Upon approval, the Administrator shall designate the number of hours of credit allowable for the course.

(Added to NRS by 1991, 1320; A [2001, 1174](#); [2003, 2473](#))

NRS 118B.087 Continuing education of managers and assistant managers: Regions for provision of courses; assessment of manufactured home parks for portion of costs of course.

1. There are hereby created two regions to provide courses of continuing education pursuant to [NRS 118B.086](#). One region is the northern region consisting of the counties of Washoe, Storey, Douglas, Lyon, Churchill, Pershing, Humboldt, Lander, Elko, Eureka, Mineral, White Pine and Carson City, and one region is the southern region consisting of the counties of Lincoln, Nye, Esmeralda and Clark.

2. The person who applied for approval of a course or his or her designee shall notify the Administrator of the date and location each time the course is offered, as soon as practicable after scheduling the course.

3. The Administrator shall ensure that a course of continuing education is offered at least every 6 months in each region. If the Administrator finds that no approved course will be offered to meet the requirements of this subsection, the Administrator shall offer the course and charge a reasonable fee for each person enrolled in the course.

4. If the fees collected by the Administrator for the course do not cover the cost of offering the course, the Administrator shall determine the difference between the fees collected and the cost of offering the course, divide that amount by the number of manufactured home parks which have 2 lots or more in the region in which the course was held and assess that amount to each landlord of such a manufactured home park. The landlord shall pay the assessment within 30 days after it was mailed by the Administrator.

(Added to NRS by 1991, 1320; A [2001, 1175](#); [2003, 2474](#))

NRS 118B.088 Continuing education of managers and assistant managers: Certificate of completion of course.

1. Each instructor of a course shall furnish to each person who completes the course required by [NRS 118B.086](#) a certificate of completion. The certificate must include:

- (a) The name and address of the participant;
- (b) The name of the instructor of the course;

(c) The name of the landlord of the manufactured home park who employs the participant and the address of the park, if the participant is employed as a manager or assistant manager of a manufactured home park on the date of completion of the course;

(d) The number of hours of instruction completed; and

(e) The date the course was completed.

2. Each instructor shall furnish to the Administrator the information included in each certificate of completion the instructor issues within 30 days after the course is completed.

(Added to NRS by 1991, 1321; A [2001, 1175](#))

NRS 118B.089 Continuing education of managers and assistant managers: Fine for employing manager or assistant manager who has not completed course.

1. The Administrator may impose a fine of not more than \$500 against a landlord of a manufactured home park who employs a manager or assistant manager who has not completed the course of continuing education required by [NRS 118B.086](#).

2. The Administrator shall, before imposing the fine, notify the landlord of the manufactured home park by certified mail that the Administrator will impose the fine unless the landlord, within 30 days after the notice is mailed, shows cause why the fine should not be imposed.

3. If the Administrator imposes the fine, the Administrator shall notify the landlord of the manufactured home park by certified mail.

4. The imposition of a fine pursuant to this section is a final decision for the purposes of judicial review.

(Added to NRS by 1991, 1321; A [2001, 1176](#))

NRS 118B.090 Responsibilities of landlord: Maintenance of common areas, facilities, appliances, mail boxes, driveways and sidewalks; snow removal. The landlord shall:

1. Maintain all common areas of the park in a clean and safe condition;

2. Maintain in good working order all electrical, plumbing and sanitary facilities, appliances and recreational facilities which the landlord furnishes;

3. Maintain in a safe and secure location individual mail boxes for the tenants if the mail is delivered to the landlord for distribution to the tenants;

4. Maintain all driveways within the park and sidewalks adjacent to the street; and

5. Remove snow from the sidewalks and streets within the park, and from sidewalks adjacent to the street.

(Added to NRS by 1977, 1447; A 1983, 1356; 1987, 980; 1989, 1793; [1997, 2983](#); [1999, 3190](#))

NRS 118B.095 Landlord to authorize or contract for repairs; contract for emergency repairs; notice; exceptions.

1. The landlord shall authorize each manager and assistant manager to make repairs himself or herself or enter into a contract with a third party for the repairs. If the repairs are subject to the provisions of [NRS 118B.097](#), the repairs must be made in compliance with the provisions of that section.

2. Except as otherwise provided in subsection 3, the manager shall contract with a third party to provide emergency repairs for the tenants on the occasions when the manager and assistant manager are not physically present in the park. The manager shall notify each tenant of the telephone number of the third party who will make the repairs, and direct the tenants to call the third party when an emergency repair is needed and the manager and assistant manager are not physically present in the park. The telephone number so provided must be that of the third party directly. The provision of the telephone number of an answering service does not fulfill this requirement. If the manager or assistant manager is present in the park, any request for repairs must be made to the manager or assistant manager and not the third party.

3. The provisions of subsection 2 do not apply to a manufactured home park that is owned by:

(a) A nonprofit organization; or

(b) A housing authority,

↪ if the nonprofit organization or housing authority has established an alternative method to provide emergency repairs for tenants in a timely manner.

4. As used in this section, "repairs" means only repairs to the property of the owner of the manufactured home park.

(Added to NRS by 1987, 977; A [1997, 1100](#); [2001, 1176](#); [2005, 2327](#))

NRS 118B.097 Licensed person required to perform certain repairs; regulations.

1. If a repair to a manufactured home may affect the structural, electrical, plumbing, drainage, roofing, mechanical or solid fuel burning systems of the home, or requires a permit before the repair may be made, the repair may be performed legally only by a person who is qualified by licensure to perform such a repair, and:

(a) A person shall not perform the repair unless the person has such qualifications; and

(b) A tenant or a landlord, or his or her agent or employee, shall not employ a third party to perform the repair if he or she knows or, in light of all the surrounding facts and circumstances, reasonably should know that the third party does not have such qualifications.

2. The Administrator shall adopt regulations to specify the repairs that a person without an applicable license may make to a manufactured home in accordance with the provisions of this section and [chapter 489](#) of NRS.

(Added to NRS by [2005, 2326](#); A [2007, 2325](#))

NRS 118B.100 Rules and regulations of park.

1. The landlord may adopt rules or regulations concerning the tenant's use and occupancy of the manufactured home lot and the grounds, areas and facilities of the manufactured home park held out for the use of tenants generally.

2. All such rules or regulations must be:

(a) Reasonably related to the purpose for which they are adopted;

(b) Sufficiently explicit in their prohibition, direction or limitation to inform the tenant of what the tenant must do or not do for compliance;

(c) Adopted in good faith and not for the purpose of evading any obligation of the landlord arising under the law;

(d) Consistent with the provisions of this chapter and a general plan of operation, construction or improvement, and must not arbitrarily restrict conduct or require any capital improvement by the tenant which is not specified in the rental agreement or unreasonably require a change in any capital improvement made by the tenant and previously approved by the landlord unless the landlord can show that it is in the best interest of the other tenants; and

(e) Uniformly enforced against all tenants in the park, including the managers. Any rule or regulation which is not so uniformly enforced may not be enforced against any tenant.

3. No rule or regulation may be used to impose any additional charge for occupancy of a manufactured home lot or modify the terms of a rental agreement.

4. Except as otherwise provided in subsection 5, a rule or regulation is enforceable against the tenant only if the tenant has notice of it at the time the tenant enters into the rental agreement. A rule or regulation adopted or amended after the tenant enters into the rental agreement is not enforceable unless the tenant consents to it in writing or is given 60 days' notice of it in writing. The landlord may not adopt or amend a rule or regulation of the park unless a meeting of the tenants is held to discuss the proposal and the landlord provides each tenant with notice of the proposal and the date, time and place of the meeting not less than 60 days before the meeting. The notice must include a copy of the proposed adoption or amendment of the rule or regulation. A notice in a periodic publication of the park does not constitute notice for the purposes of this subsection.

5. A rule or regulation pertaining to recreational facilities in the manufactured home park must be in writing to be enforceable.

6. A rule or regulation adopted or amended in compliance with the provisions of this section supersedes any previously existing rule or regulation that conflicts with the adopted or amended rule or regulation. Only one version of any rules and regulations or any architectural standards may be in effect at any given time.

7. The landlord shall provide the tenant with a copy of the existing rules and regulations at the time the tenant enters into the rental agreement.

8. As used in this section, "capital improvement" means an addition or betterment made to a manufactured home located on a lot in a manufactured home park which is leased by the landlord that:

(a) Consists of more than the repair or replacement of an existing facility;

(b) Is required by federal law to be amortized over its useful life for the purposes of income tax; and

(c) Has a useful life of 5 years or more.

(Added to NRS by 1975, 784; A 1977, 1450; 1979, 1873; 1981, 2032; 1983, 1356; 1987, 980; 1989, 1793; 1991, 2275; 1995, 2753; [2001, 1176](#); [2007, 2325](#))

NRS 118B.110 Landlord or designee to meet with representative group of tenants under certain circumstances; notice; qualifications of designee; attendance by attorneys; attendance by Administrator or Administrator's representative.

1. The landlord or a person designated pursuant to subsection 3 shall meet with a representative group of tenants occupying the park, chosen by the tenants, to hear any complaints or suggestions which concern a matter relevant to

the park within 45 days after the landlord receives a written request to do so which has been signed by persons occupying at least 25 percent of the lots in the park. The 25 percent must be calculated on the basis of one signature per occupied lot. The meeting must be held at a time and place which is convenient to the landlord or person designated pursuant to subsection 3 and to the tenants. The representative group of tenants must consist of no more than five persons.

2. At least 10 days before any meeting is held pursuant to this section, the landlord or his or her agent shall post a notice of the meeting in a conspicuous place in a common area of the park.

3. Except as otherwise provided in subsection 4, if the landlord is not a natural person, the owner may designate an authorized agent or representative who has working knowledge of the operations of the park and who has authority to make decisions concerning matters relevant to the park to meet with the tenants pursuant to this section.

4. A manager may not meet with the tenants pursuant to this section unless the manager, the landlord and the owner are all the same natural person.

5. If an attorney for the landlord attends a meeting held pursuant to this section, the landlord shall not prohibit the group of tenants from being represented by an attorney at that meeting.

6. If the landlord of a manufactured home park is a cooperative association or a corporation for public benefit, the landlord shall provide a notice of the meeting to the Administrator and the Administrator or his or her representative shall attend the meeting.

7. As used in this section:

(a) "Cooperative association" means an association formed pursuant to the provisions of [NRS 81.170](#) to [81.270](#), inclusive.

(b) "Corporation for public benefit" has the meaning ascribed to it in [NRS 82.021](#).

(Added to NRS by 1983, 1355; A 1985, 2218; 1987, 981, 982; 1989, 1794; 1995, 2754; [2001, 1177, 1939; 2005, 1598; 2007, 2326](#))

NRS 118B.115 Written consent may be required before manufactured home or recreational vehicle is moved into park; remedies if written consent is not obtained; exception.

1. The landlord of a manufactured home park may require that a person submit a written application to and receive written consent from the landlord before the person moves or causes to be moved a manufactured home or recreational vehicle into the manufactured home park. The landlord shall not unreasonably withhold his or her consent.

2. If the landlord of a manufactured home park requires written consent pursuant to subsection 1, the landlord shall post and maintain a sign that is clearly readable at the entrance to the manufactured home park which advises the reader of the consent that is required before a person may move or cause to be moved a manufactured home or recreational vehicle into the manufactured home park.

3. If a person moves or causes to be moved a manufactured home or recreational vehicle into the manufactured home park without the written consent of the landlord, if the landlord requires such consent pursuant to subsection 1, the landlord of that manufactured home park may:

(a) After providing at least 5 days' written notice to the person, bring an action for an unlawful detainer in the manner prescribed in [chapter 40](#) of NRS; or

(b) Require the person to sign a rental agreement. If the person refuses to sign the rental agreement within 5 days after such a request, the landlord may, after providing at least 5 days' written notice to the person, bring an action for an unlawful detainer in the manner provided in [chapter 40](#) of NRS.

4. For the purposes of [NRS 40.251](#), a person who moves or causes to be moved a manufactured home or recreational vehicle into a manufactured home park without the written consent of the landlord, if the landlord requires such consent pursuant to subsection 1, shall be deemed a tenant at will and a lessee of the manufactured home park.

5. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by [2001, 1937](#))

NRS 118B.120 Maintenance of tenant's lot; removal of unoccupied manufactured home; reimbursement for cost of maintenance.

1. The landlord or his or her agent or employee may:

(a) Require that the tenant landscape and maintain the tenant's lot if the landlord advises the tenant in writing of reasonable requirements for the landscaping.

(b) If the tenant does not comply with the provisions of paragraph (a), maintain the tenant's lot and charge the tenant a service fee for the actual cost of that maintenance.

(c) Require that the manufactured home be removed from the park if it is unoccupied for more than 90 consecutive days and the tenant or dealer is not making good faith and diligent efforts to sell it.

2. The landlord shall maintain, in the manner required for the other tenants, any lot on which is located a manufactured home within the park which has been repossessed, abandoned or held for rent or taxes. The landlord is entitled to reimbursement for the cost of that maintenance from the reposessor or lienholder or from the proceeds of any sale for taxes, as the case may be.

3. Before dismantling a manufactured home that was abandoned, the landlord or manager must:

(a) Conduct a title search with the Division to determine the owner of record of the manufactured home. If the owner of record is not found, the landlord or manager may use the records of the county assessor for the county in which the manufactured home is located to determine the owner of the manufactured home.

(b) Send a certified letter notifying the owner and any lienholder of the intent of the landlord or manager to dismantle the manufactured home.

(c) If the owner does not respond within 30 days after the date of mailing the certified letter, submit to the Division an affidavit of dismantling.

4. The landlord shall trim all the trees located within the park and dispose of the trimmings from those trees absent a written voluntary assumption of that duty by the tenant for trees on the tenant's lot.

5. For the purposes of this section, a manufactured home shall be deemed to be abandoned if:

(a) It is located on a lot in a manufactured home park, other than a cooperative park, for which no rent has been paid for at least 60 days;

(b) It is unoccupied; and

(c) The manager of the manufactured home park reasonably believes it to be abandoned.

(Added to NRS by 1981, 2029; A 1985, 2218; 1987, 982; 1991, 2275; 1995, 2755; [1999, 3190](#); [2001, 1178](#), [1940](#); [2005, 1598](#); [2009, 1927](#))

NRS 118B.125 Tenant to secure approval of landlord before beginning construction that requires building permit. A tenant shall secure the approval of the landlord before beginning construction of any improvement or addition to his or her manufactured home or lot which requires a building permit issued by a local government.

(Added to NRS by 1991, 2270; A [2001, 1178](#))

NRS 118B.130 Restrictions on tenants: Obligations of landlord before change; notice.

1. A landlord may not change:

(a) An existing park to a park for older persons pursuant to federal law unless the tenants who do not meet those restrictions and may lawfully be evicted are moved to other parks at the expense of the landlord; or

(b) The restriction of a park for older persons pursuant to federal law unless the tenants are given the option of remaining in their spaces or moving to other parks at the expense of the landlord.

2. A tenant who elects to move pursuant to a provision of subsection 1 shall give the landlord notice in writing of the tenant's election to move within 75 days after receiving notice of the change in restrictions in the park.

3. At the time of providing notice of the change in restrictions in the park, the landlord shall provide to each tenant:

(a) The address and telephone number of the Division;

(b) Any list published by the Division setting forth the names of licensed transporters of manufactured homes approved by the Division; and

(c) Any list published by the Division setting forth the names of mobile home parks within 150 miles that have reported having vacant spaces.

4. If a landlord is required to move a tenant to another park pursuant to subsection 1, the landlord shall pay:

(a) The cost of moving the tenant's manufactured home and its appurtenances to a new location in this State or another state within 150 miles from the manufactured home park; or

(b) If the new location is more than 150 miles from the manufactured home park, the cost of moving the manufactured home for the first 150 miles,

↳ including fees for inspection, any deposits for connecting utilities and the cost of taking down, moving, setting up and leveling his or her manufactured home and its appurtenances in the new lot or park.

5. If the landlord is unable to move a shed, due to its physical condition, that belongs to a tenant who has elected to have the landlord move his or her manufactured home, the landlord shall pay the tenant \$250 as reimbursement for the shed. Each tenant may receive only one payment of \$250 even if more than one shed is owned by the tenant.

6. If the tenant chooses not to move the manufactured home, the manufactured home cannot be moved without being structurally damaged or there is no manufactured home park within 150 miles that is willing to accept the manufactured home, the landlord:

- (a) May remove and dispose of the manufactured home; and
- (b) Shall pay to the tenant the fair market value of the manufactured home.

7. A landlord of a park in which restrictions have been or are being changed shall give written notice of the change to each:

- (a) Tenant of the park who does not meet the new restrictions; and
- (b) Prospective tenant before the commencement of the tenancy.

8. For the purposes of this section, the fair market value of a manufactured home must be determined as follows:

(a) A dealer licensed pursuant to [chapter 489](#) of NRS who is a certified appraiser and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(b) If there are insufficient dealers licensed pursuant to [chapter 489](#) of NRS who are certified appraisers available for the purposes of paragraph (a), a person who possesses the qualifications pursuant to the Appraiser Qualifications for Manufactured Homes Classified as Personal Property as set forth in section 8-3 of *Valuation Analysis for Single Family One- to Four-Unit Dwellings*, HUD Directive Number 4150.2 CHG-1, of the United States Department of Housing and Urban Development, and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(c) If there are insufficient persons available for the purposes of paragraphs (a) and (b) or if the landlord or his or her agent and the tenant cannot agree pursuant to paragraphs (a) and (b), the landlord or his or her agent or the tenant may request the Administrator to, and the Administrator shall, appoint a dealer licensed pursuant to [chapter 489](#) of NRS or a certified appraiser who shall make the determination.

9. The landlord shall pay the costs associated with determining the fair market value of a manufactured home and the cost of removing and disposing of a manufactured home pursuant to subsection 6.

(Added to NRS by 1981, 2029; A 1987, 982; 1991, 2276; [2001, 1178](#); [2007, 2327](#); [2009, 1928](#); [2011, 270](#))

NRS 118B.140 Prohibited practices by landlord: Requiring or inducing purchase of manufactured home; charges.

1. Except as otherwise provided in subsection 2, the landlord or his or her agent or employee shall not:

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

(b) Charge or receive:

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

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

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

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

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

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

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

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

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

(Added to NRS by 1975, 784; A 1977, 1450; 1979, 1874; 1981, 1237, 1846, 1856, 2032; 1989, 1794; 1995, 919; [1997, 1963](#); [1999, 3191](#); [2001, 1179](#), [1940](#))

NRS 118B.143 Prohibited practices by landlord: Right of tenant to display flag of the United States in certain areas; conditions and limitations on exercise of right.

1. Except as otherwise provided in subsection 2, a landlord or an agent or employee of a landlord shall not prohibit a tenant from engaging in the display of the flag of the United States within the boundary of the lot of the tenant.

2. The provisions of this section do not:

(a) Apply to the display of the flag of the United States for commercial advertising purposes.

(b) Preclude a landlord or an agent or employee of a landlord from adopting rules that reasonably restrict the placement and manner of the display of the flag of the United States by a tenant.

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

4. As used in this section, "display of the flag of the United States" means a flag of the United States that is:

(a) Made of cloth, fabric or paper;

(b) Displayed from a pole or staff or in a window; and

(c) Displayed in a manner that is consistent with 4 U.S.C. Chapter 1.

↪ The term does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component.

(Added to NRS by [2003, 2969](#))

NRS 118B.145 Prohibited practices by landlord: Right of tenant to exhibit political signs in certain areas; conditions and limitations on exercise of right.

1. Except as otherwise provided in this subsection, a landlord or an agent or employee of a landlord shall not prohibit a tenant from exhibiting a political sign not larger than 24 inches by 36 inches within the boundary of the lot of the tenant. The restriction placed on a landlord or an agent or an employee of a landlord relative to a political sign is applicable only until 7 days after the general or special election for the office or ballot question to which the sign relates.

2. As used in this section, "political sign" means a sign, display or device that:

(a) Expresses support for or opposition to a candidate, political party or ballot question; or

(b) Otherwise relates to a political campaign or election.

(Added to NRS by [1999, 2046](#))

NRS 118B.150 Prohibited practices by landlord: Rent and additional charges; payments for improvements; meetings; utility services; guests; fences; dues for associations of members; public officers or candidates; trimming of trees.

1. Except as otherwise provided in subsections 2 and 3, the landlord or his or her agent or employee shall not:

(a) Increase rent or additional charges unless:

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

(I) Are handicapped;

(II) Are 55 years of age or older;

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

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

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

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

(3) Written notice advising a tenant of the increase is received by the tenant 90 days before the first payment to be increased and written notice of the increase is given to prospective tenants before commencement of their tenancy. In addition to the notice provided to a tenant pursuant to this subparagraph, if the landlord or his or her agent or employee knows or reasonably should know that the tenant receives assistance from the Fund for Low-Income Owners of Manufactured Homes created pursuant to [NRS 118B.215](#), the landlord or his or her agent or employee shall provide to the Administrator written notice of the increase 90 days before the first payment to be increased.

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

(c) Require a tenant to pay for a capital improvement to the manufactured home park unless the tenant has notice of the requirement at the time the tenant enters into the rental agreement. A tenant may not be required to pay for a capital improvement after the tenant enters into the rental agreement unless the tenant consents to it in writing or is given 60 days' notice of the requirement in writing. The landlord may not establish such a requirement unless a meeting of the tenants is held to discuss the proposal and the landlord provides each tenant with notice of the proposal and the date, time and place of the meeting not less than 60 days before the meeting. The notice must include a copy of the proposal. A notice in a periodic publication of the park does not constitute notice for the purposes of this paragraph.

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

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

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

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

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

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

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

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

(l) Prohibit a public officer, candidate for public office or the representative of a public officer or candidate for public office from walking through the park to talk with the tenants or distribute political material.

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

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

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

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

(Added to NRS by 1981, 2028; A 1983, 1357; 1985, 2219; 1987, 983; 1989, 1795; 1991, 2277; 1995, 2755; [1997, 790](#), [1101](#), [2984](#); [1999, 3192](#); [2001, 1180](#), [1941](#); [2003, 2474](#); [2005, 1599](#))

NRS 118B.153 Reduction of rent upon decrease or elimination of service, utility or amenity.

1. Except as otherwise provided in subsection 2, the amount of rent charged a tenant for a service, utility or amenity upon moving into the manufactured home park must be reduced proportionately when the service, utility or amenity is decreased or eliminated by the landlord. The landlord may not increase the rent to recover the lost revenue.

2. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1987, 981; A 1989, 1796; [2001, 1181](#), [1943](#))

NRS 118B.154 Connection of utilities; reports of violations.

1. A tenant or a landlord, or his or her agent or employee, shall not make any connection of electricity, water, natural gas or propane to a manufactured home except as authorized by law.

2. An employee of the Division who has cause to believe that a tenant or a landlord, or his or her agent or employee, has violated subsection 1 shall report the suspected violation to:

(a) The Administrator; and

(b) The appropriate utility.

(Added to NRS by [2005, 2326](#))

NRS 118B.155 Landlord to post or provide certain information regarding utility bills. If a landlord bills a tenant individually for utility charges derived from a utility bill for the manufactured home park which represents utility usage for multiple tenants, the landlord shall post in a conspicuous and readily accessible place in the community or recreational facility in the manufactured home park or other common area in the manufactured home park, or provide to each tenant who is individually billed for the utility charges:

1. A copy of the utility bill for the park; and

2. A statement indicating the portion of the utility bill for which each tenant is responsible.

(Added to NRS by [2005, 1597, 2326](#))

NRS 118B.157 Notice to tenants of interruption of utility or service. A landlord must give his or her tenants at least 24 hours' notice in writing when planned repairs of a utility or a service which the manufactured home park provides will cause interruption of the utility or service.

(Added to NRS by 1987, 981; A [2001, 1181](#))

NRS 118B.160 Prohibited practices by landlord: Sale of manufactured home or recreational vehicle by tenant; subleasing of lots by tenants; additions by tenant to manufactured home; purchase of manufactured home within park by landlord.

1. Except as otherwise provided in subsection 2, the landlord or his or her agent or employee shall not:

(a) Deny any tenant the right to sell his or her manufactured home or recreational vehicle within the park or require the tenant to remove the manufactured home or recreational vehicle from the park solely on the basis of the sale, except as otherwise provided in [NRS 118B.170](#).

(b) Prohibit any tenant desiring to sell his or her manufactured home or recreational vehicle within the park from advertising the location of the home or vehicle and the name of the manufactured home park or prohibit the tenant from displaying at least one sign of reasonable size advertising the sale of the home or vehicle.

(c) Require that the landlord be an agent of an owner of a manufactured home or recreational vehicle who desires to sell the home or vehicle.

(d) Unless subleasing of lots is prohibited by a rental agreement or lease, prohibit a tenant from subleasing his or her manufactured home lot if the prospective subtenant meets the general requirements for tenancy in the park.

(e) Require a tenant to make any additions to his or her manufactured home unless those additions are required by an ordinance of a local government.

(f) Purchase a manufactured home within the park if the landlord has denied:

(1) A tenant the right to sell that manufactured home; or

(2) A prospective buyer the right to purchase that manufactured home.

2. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1981, 2029; A 1989, 1796; 1995, 2756; [1997, 2985](#); [2001, 1181, 1943](#))

NRS 118B.170 Rights and duties of landlord concerning sale of manufactured home or recreational vehicle located in park.

1. The landlord may require approval of a prospective buyer and tenant before the sale of a tenant's manufactured home or recreational vehicle, if the manufactured home or vehicle will remain in the park. The landlord shall consider the record, if any, of the prospective buyer and tenant concerning the payment of rent. The landlord shall not unreasonably withhold his or her consent.

2. If a tenant sells his or her manufactured home or recreational vehicle, the landlord may require that the manufactured home or recreational vehicle be removed from the park if it is deemed by the park's written rules or regulations in the possession of the tenants to be in a run-down condition or in disrepair or does not meet the safety standards set forth in [NRS 461A.120](#). If the manufactured home must be inspected to determine compliance with the standards, the person requesting the inspection shall pay for it.

3. If the landlord requires the approval of a prospective buyer and tenant, the landlord shall:

(a) Post and maintain a sign which is clearly readable at the entrance to the park which advises the reader that before a manufactured home in the park is sold, the prospective buyer must be approved by the landlord.

(b) Approve or deny a completed application from a prospective buyer and tenant within 10 business days after the date of the submission of the application.

(c) Inform the prospective buyer and tenant upon the submission of the completed application of the duty of the landlord to approve or deny the completed application within 10 business days after the date of submission of the completed application.

4. If the landlord requires the approval of a prospective buyer and tenant of a manufactured home or recreational vehicle and the manufactured home or recreational vehicle is sold without the approval of the landlord, the landlord may:

(a) After providing at least 5 days' written notice to the buyer and tenant, bring an action for an unlawful detainer in the manner prescribed in [chapter 40](#) of NRS; or

(b) Require the buyer and tenant to sign a rental agreement. If the buyer and tenant refuse to sign the rental agreement within 5 days after such a request, the landlord may, after providing at least 5 days' written notice to the buyer and tenant, bring an action for an unlawful detainer in the manner provided in [chapter 40](#) of NRS.

5. For the purposes of [NRS 40.251](#), a person who:

(a) Purchases a manufactured home or recreational vehicle from a tenant of a manufactured home park which will remain in the park;

(b) Was required to be approved by the landlord of the manufactured home park before the sale of the manufactured home or recreational vehicle; and

(c) Was not approved by the landlord before the person purchased that manufactured home or recreational vehicle,

➤ shall be deemed a tenant at will and a lessee of the manufactured home park.

6. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1975, 784; A 1979, 1875; 1981, 1847, 2034; 1985, 2219; 1987, 984; 1991, 2277; [1999, 3193](#); [2001, 1182](#), [1944](#); [2005, 1601](#))

NRS 118B.173 Notice of listing of park for sale; entitlement to notice.

1. Any landlord who lists a manufactured home park or any part of a manufactured home park for sale with a licensed real estate broker shall not less than 10 days nor more than 30 days before listing the park for sale, mail written notice of that listing to any association of tenants of the park that requested the notice. A landlord is not required to provide notice of a listing for sale that is not initiated by the owner of the park or his or her authorized agent.

2. To receive the notice required by subsection 1, an association of tenants of a manufactured home park shall:

(a) Submit to the landlord a written request for that notice;

(b) Furnish the landlord with a written list of the names and addresses of three members of the association; and

(c) Give written notice to the landlord that the tenants of the park are interested in buying the park and renew that notice at least once each year after the initial notice.

3. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1987, 930; A [2001, 1183](#), [1945](#))

NRS 118B.177 Obligations of landlord before closure of park: Financial liability; notices; restrictions regarding increase in rent; resident impact statement.

1. If a landlord closes a manufactured home park, or if a landlord is forced to close a manufactured home park because of a valid order of a state or local governmental agency or court requiring the closure of the manufactured home park permanently for health or safety reasons, the landlord shall pay the amounts required by subsections 3, 4 and 5.

2. At the time of providing notice of the closure of the park, a landlord shall provide to each tenant:

(a) The address and telephone number of the Division;

(b) Any list published by the Division setting forth the names of licensed transporters of manufactured homes approved by the Division; and

(c) Any list published by the Division setting forth the names of mobile home parks within 150 miles that have reported having vacant spaces.

3. If the tenant chooses to move the manufactured home:

(a) The tenant shall, within 75 days after receiving notice of the closure, notify the landlord in writing of the tenant's election to move the manufactured home; and

(b) The landlord shall pay to the tenant:

(1) The cost of moving each tenant's manufactured home and its appurtenances to a new location in this State or another state within 150 miles from the manufactured home park; or

(2) If the new location is more than 150 miles from the manufactured home park, the cost of moving the manufactured home for the first 150 miles,

↳ including fees for inspection, any deposits for connecting utilities and the cost of taking down, moving, setting up and leveling the manufactured home and its appurtenances in the new lot or park.

4. If the landlord is unable to move a shed, due to its physical condition, that belongs to a tenant who has elected to have the landlord move his or her manufactured home, the landlord shall pay the tenant \$250 as reimbursement for the shed. Each tenant may receive only one payment of \$250 even if more than one shed is owned by the tenant.

5. If the tenant chooses not to move the manufactured home, the manufactured home cannot be moved without being structurally damaged or there is no manufactured home park within 150 miles that is willing to accept the manufactured home, the landlord:

(a) May remove and dispose of the manufactured home; and

(b) Shall pay to the tenant the fair market value of the manufactured home.

6. Written notice of any closure must be served timely on each:

(a) Tenant in the manner provided in [NRS 40.280](#), giving the tenant at least 180 days after the date of the notice before the tenant is required to move his or her manufactured home from the lot.

(b) Prospective tenant by:

(1) Handing each prospective tenant or his or her agent a copy of the written notice; and

(2) Maintaining a copy of the written notice at the entrance of the manufactured home park.

7. For the purposes of this section, the fair market value of a manufactured home must be determined as follows:

(a) A dealer licensed pursuant to [chapter 489](#) of NRS who is a certified appraiser and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(b) If there are insufficient dealers licensed pursuant to [chapter 489](#) of NRS who are certified appraisers for the purposes of paragraph (a), a person who possesses the qualifications pursuant to the Appraiser Qualifications for Manufactured Homes Classified as Personal Property as set forth in section 8-3 of *Valuation Analysis for Single Family One- to Four-Unit Dwellings*, HUD Directive Number 4150.2 CHG-1, of the United States Department of Housing and Urban Development, and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(c) If there are insufficient persons available for the purposes of paragraphs (a) and (b) or if the landlord or his or her agent and the tenant cannot agree pursuant to paragraphs (a) and (b), the landlord or his or her agent or the tenant may request the Administrator to, and the Administrator shall, appoint a dealer licensed pursuant to [chapter 489](#) of NRS or a certified appraiser who shall make the determination.

8. The landlord shall pay the costs associated with determining the fair market value of a manufactured home and the cost of removing and disposing of a manufactured home pursuant to subsection 5.

9. A landlord shall not increase the rent of a tenant after notice is served on the tenant as required by subsection 6.

10. If a landlord begins the process of closing a manufactured home park, the landlord shall comply with the provisions of [NRS 118B.184](#) concerning the submission of a resident impact statement.

11. As used in this section, "timely" means not later than 3 days after the landlord learns of a closure.

(Added to NRS by 1987, 931; A 1989, 1796; 1991, 2278; [2001, 1183](#); [2003, 2476](#); [2005, 1602, 2327](#); [2007, 1030, 2328](#); [2009, 1929](#); [2011, 272](#))

NRS 118B.180 Obligations of landlord for conversion of park into lots: Notices; offers to sell lots; financial liability; resident impact statement.

1. A landlord may convert an existing manufactured home park into individual manufactured home lots for sale to manufactured home owners if the change is approved by the appropriate local zoning board, planning commission or governing body. In addition to any other reasons, a landlord may apply for such approval if the landlord is forced to close the manufactured home park because of a valid order of a state or local governmental agency or court requiring the closure of the manufactured home park for health or safety reasons.

2. The landlord may undertake a conversion pursuant to this section only if:

(a) The landlord gives notice in writing to the Division and each tenant within 5 days after the landlord files his or her application for the change in land use with the local zoning board, planning commission or governing body;

(b) The landlord offers, in writing, to sell the lot to the tenant at the same price the lot will be offered to the public and holds that offer open for at least 90 days or until the landlord receives a written rejection of the offer from the tenant, whichever occurs earlier;

(c) The landlord does not sell the lot to a person other than the tenant for 90 days after the termination of the offer required pursuant to paragraph (b) at a price or on terms that are more favorable than the price or terms offered to the tenant;

(d) If a tenant does not exercise his or her option to purchase the lot pursuant to paragraph (b), the landlord pays:

(1) The cost of moving the tenant's manufactured home and its appurtenances to a comparable location in this State or another state within 150 miles from the manufactured home park; or

(2) If the new location is more than 150 miles from the manufactured home park, the cost of moving the manufactured home for the first 150 miles,

↳ including fees for inspection, any deposits for connecting utilities and the cost of taking down, moving, setting up and leveling his or her manufactured home and its appurtenances in the new lot or park;

(e) After the landlord is granted final approval of the change by the appropriate local zoning board, planning commission or governing body, notice in writing is served on each tenant in the manner provided in [NRS 40.280](#), giving the tenant at least 180 days after the date of the notice before the tenant is required to move his or her manufactured home from the lot; and

(f) The landlord complies with the provisions of [NRS 118B.184](#) concerning the submission of a resident impact statement.

3. At the time of providing notice of the conversion of the park pursuant to this section, a landlord shall provide to each tenant:

(a) The address and telephone number of the Division;

(b) Any list published by the Division setting forth the names of licensed transporters of manufactured homes approved by the Division; and

(c) Any list published by the Division setting forth the names of mobile home parks within 150 miles that have reported having vacant spaces.

4. If the landlord is unable to move a shed, due to its physical condition, that belongs to a tenant who has elected to have the landlord move his or her manufactured home, the landlord shall pay the tenant \$250 as reimbursement for the shed. Each tenant may receive only one payment of \$250 even if more than one shed is owned by the tenant.

5. If a tenant chooses not to move the manufactured home, the manufactured home cannot be moved without being structurally damaged or there is no manufactured home park within 150 miles that is willing to accept the manufactured home, the landlord:

(a) May remove and dispose of the manufactured home; and

(b) Shall pay to the tenant the fair market value of the manufactured home.

6. Notice sent pursuant to paragraph (a) of subsection 2 or an offer to sell a manufactured home lot to a tenant required pursuant to paragraph (b) of subsection 2 does not constitute notice of termination of the tenancy.

7. Upon the sale of a manufactured home lot and a manufactured home which is situated on that lot, the landlord shall indicate what portion of the purchase price is for the manufactured home lot and what portion is for the manufactured home.

8. For the purposes of this section, the fair market value of a manufactured home must be determined as follows:

(a) A dealer licensed pursuant to [chapter 489](#) of NRS who is a certified appraiser and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(b) If there are insufficient dealers licensed pursuant to [chapter 489](#) of NRS who are certified appraisers available for the purposes of paragraph (a), a person who possesses the qualifications pursuant to the Appraiser Qualifications for Manufactured Homes Classified as Personal Property as set forth in section 8-3 of *Valuation Analysis for Single Family One- to Four-Unit Dwellings*, HUD Directive Number 4150.2 CHG-1, of the United States Department of Housing and Urban Development, and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(c) If there are insufficient persons available for the purposes of paragraphs (a) and (b) or if the landlord or his or her agent and the tenant cannot agree pursuant to paragraphs (a) and (b), the landlord or his or her agent or the tenant may request the Administrator to, and the Administrator shall, appoint a dealer licensed pursuant to [chapter 489](#) of NRS or a certified appraiser who shall make the determination.

9. The landlord shall pay the costs associated with determining the fair market value of a manufactured home and the cost of removing and disposing of a manufactured home pursuant to subsection 5.

10. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1981, 2030; A 1985, 620; 1987, 931; 1989, 1796; 1991, 2278; [2001, 1183](#), [1945](#); [2003, 681](#); [2005, 2328](#); [2007, 1030](#), [2330](#); [2009, 1931](#); [2011, 273](#))

NRS 118B.183 Obligations of landlord for conversion of park to other use: Notices; financial liability; resident impact statement; restrictions regarding increase in rent.

1. A landlord may convert an existing manufactured home park to any other use of the land if the change is approved by the appropriate local zoning board, planning commission or governing body. In addition to any other reasons, a landlord may apply for such approval if the landlord is forced to close the manufactured home park because of a valid order of a state or local governmental agency or court requiring the closure of the manufactured home park for health or safety reasons.

2. The landlord may undertake a conversion pursuant to this section only if:

(a) The landlord gives notice in writing to the Division and each tenant within 5 days after the landlord files his or her application for the change in land use with the local zoning board, planning commission or governing body;

(b) The landlord pays the amounts required by subsections 4, 5 and 6;

(c) After the landlord is granted final approval of the change by the appropriate local zoning board, planning commission or governing body, written notice is served on each tenant in the manner provided in [NRS 40.280](#), giving the tenant at least 180 days after the date of the notice before the tenant is required to move his or her manufactured home from the lot; and

(d) The landlord complies with the provisions of [NRS 118B.184](#) concerning the submission of a resident impact statement.

3. At the time of providing notice of the conversion of the park pursuant to this section, a landlord shall provide to each tenant:

(a) The address and telephone number of the Division;

(b) Any list published by the Division setting forth the names of licensed transporters of manufactured homes approved by the Division; and

(c) Any list published by the Division setting forth the names of mobile home parks within 150 miles that have reported having vacant spaces.

4. If the tenant chooses to move the manufactured home:

(a) The tenant shall, within 75 days after receiving notice of the conversion, notify the landlord in writing of the tenant's election to move the manufactured home; and

(b) The landlord shall pay to the tenant:

(1) The cost of moving the tenant's manufactured home and its appurtenances to a new location in this State or another state within 150 miles from the manufactured home park; or

(2) If the new location is more than 150 miles from the manufactured home park, the cost of moving the manufactured home for the first 150 miles,

including fees for inspection, any deposits for connecting utilities and the cost of taking down, moving, setting up and leveling his or her manufactured home and its appurtenances in the new lot or park.

5. If the landlord is unable to move a shed, due to its physical condition, that belongs to a tenant who has elected to have the landlord move his or her manufactured home, the landlord shall pay the tenant \$250 as reimbursement for the shed. Each tenant may receive only one payment of \$250 even if more than one shed is owned by the tenant.

6. If the tenant chooses not to move the manufactured home, the manufactured home cannot be moved without being structurally damaged or there is no manufactured home park within 150 miles that is willing to accept the manufactured home, the landlord:

(a) May remove and dispose of the manufactured home; and

(b) Shall pay to the tenant the fair market value of the manufactured home.

7. A landlord shall not increase the rent of any tenant:

(a) For 180 days before filing an application for a change in land use, permit or variance affecting the manufactured home park; or

(b) At any time after filing an application for a change in land use, permit or variance affecting the manufactured home park unless:

(1) The landlord withdraws the application or the appropriate local zoning board, planning commission or governing body denies the application; and

(2) The landlord continues to operate the manufactured home park after the withdrawal or denial.

8. For the purposes of this section, the fair market value of a manufactured home must be determined as follows:

(a) A dealer licensed pursuant to [chapter 489](#) of NRS who is a certified appraiser and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(b) If there are insufficient dealers licensed pursuant to [chapter 489](#) of NRS who are certified appraisers available for the purposes of paragraph (a), a person who possesses the qualifications pursuant to the Appraiser Qualifications for Manufactured Homes Classified as Personal Property as set forth in section 8-3 of *Valuation Analysis for Single Family One- to Four-Unit Dwellings*, HUD Directive Number 4150.2 CHG-1, of the United States Department of Housing and Urban Development, and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(c) If there are insufficient persons available for the purposes of paragraphs (a) and (b) or if the landlord or his or her agent and the tenant cannot agree pursuant to paragraphs (a) and (b), the landlord or his or her agent or the tenant may request the Administrator to, and the Administrator shall, appoint a dealer licensed pursuant to [chapter 489](#) of NRS or a certified appraiser who shall make the determination.

9. The landlord shall pay the costs associated with determining the fair market value of a manufactured home and the cost of removing and disposing of a manufactured home pursuant to subsection 6.

10. The provisions of this section do not apply to a corporate cooperative park.

(Added to NRS by 1987, 930; A 1989, 1797; 1991, 2279; [2001, 1184](#), [1946](#); [2003, 2477](#); [2005, 1603](#), [2329](#); [2007, 1031](#), [2331](#); [2009, 1933](#); [2011, 275](#))

NRS 118B.1833 Certified appraiser: Qualifications. To qualify as a certified appraiser, a person must possess a professional certification as an appraiser issued by:

1. The National Society of Appraiser Specialists, including, without limitation, a Board Certified Manufactured Housing Valuation designation; or

2. Any other organization approved by the Division.

(Added to NRS by [2009, 1927](#))

NRS 118B.1837 Person who determines fair market value of manufactured home to comply with certain guidelines. A person who makes a determination of the fair market value of a manufactured home pursuant to the provisions of [NRS 118B.130](#), [118B.177](#), [118B.180](#) or [118B.183](#) shall make such determination in compliance with the guidelines of:

1. The most current edition of the Manufactured Housing Cost Guide of the National Automobile Dealers Association; or

2. The Manufactured Housing National Appraisal System of the National Automobile Dealers Association.

(Added to NRS by [2009, 1927](#))

NRS 118B.184 Landlord to submit resident impact statement if closing or converting park.

1. Except as otherwise provided in subsection 4, if a landlord begins the process of closing or converting a manufactured home park, the landlord shall submit a resident impact statement to the appropriate local zoning board, planning commission or governing body.

2. The landlord shall submit the resident impact statement before:

(a) The appropriate local zoning board, planning commission or governing body makes a decision concerning the closure or conversion of the manufactured home park; or

(b) The conclusion of the process of closing or converting the manufactured home park,

↳ whichever is earlier.

3. The resident impact statement must be in such form as the Division prescribes by regulation and must include, without limitation, the following information:

(a) The addresses and corresponding manufactured home identification numbers of all tenants of the park;

(b) An analysis of replacement housing needs or requirements for the tenants; and

(c) An analysis of any sites to which the homes of the tenants may be moved.

4. The provisions of this section do not apply to a landlord who complies with the rules, regulations or procedures for the closure or conversion of a manufactured home park established by the appropriate local zoning board, planning commission or governing body which include requirements that are substantially similar to or more stringent than the requirements of this section.

(Added to NRS by [2007, 1029](#))

NRS 118B.185 Annual fee for lots in park; penalty; disposition of money.

1. Each owner of a manufactured home park shall pay to the division an annual fee established by the Administrator which must not exceed \$5 for each lot within that park.

2. If an owner fails to pay the fee within 30 days after receiving written notice of its amount, a penalty of 50 percent of the amount of the fee must be added. The owner is not entitled to any reimbursement of this penalty from his or her tenants.

3. All fees collected by the Division pursuant to subsection 1 must be deposited in the State Treasury for credit to the Account for Regulating Manufactured Home Parks within the Fund for Manufactured Housing created pursuant to [NRS 489.491](#). All expenses related to the regulation of manufactured home parks must be paid from the Account. The Account must not be used for any other purpose. Claims against the Account must be paid as other claims against the State are paid.

(Added to NRS by 1985, 2215; A 1989, 1469; 1991, 2279; 1995, 921; [2001, 1184](#))

TERMINATION OF RENTAL AGREEMENT BY LANDLORD

NRS 118B.190 Notice; holding over.

1. A written agreement between a landlord and tenant for the rental or lease of a manufactured home lot in a manufactured home park in this State, or for the rental or lease of a lot for a recreational vehicle in an area of a manufactured home park in this State other than an area designated as a recreational vehicle lot pursuant to the provisions of subsection 6 of [NRS 40.215](#), must not be terminated by the landlord except upon notice in writing to the tenant served in the manner provided in [NRS 40.280](#):

(a) Except as otherwise provided in paragraph (b), 5 days in advance if the termination is because the conduct of the tenant constitutes a nuisance as defined in [NRS 40.140](#) or violates a state law or local ordinance.

(b) Three days in advance upon the issuance of temporary writ of restitution pursuant to [NRS 40.300](#) on the grounds that a nuisance as defined in [NRS 40.140](#) has occurred in the park by the act of a tenant or any guest, visitor or other member of a tenant's household consisting of any of the following specific activities:

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

(c) Except as otherwise provided in subsection 6, 10 days in advance if the termination is because of failure of the tenant to pay rent, utility charges or reasonable service fees.

(d) One hundred eighty days in advance if the termination is because of a change in the use of the land by the landlord pursuant to [NRS 118B.180](#).

(e) Forty-five days in advance if the termination is for any other reason.

2. The landlord shall specify in the notice the reason for the termination of the agreement. The reason relied upon for the termination must be set forth with specific facts so that the date, place and circumstances concerning the reason for the termination can be determined. The termination must be in accordance with the provisions of [NRS 118B.200](#) and reference alone to a provision of that section does not constitute sufficient specificity pursuant to this subsection.

3. The service of such a notice does not enhance the landlord's right, if any, to enter the tenant's manufactured home. Except in an emergency, the landlord shall not enter the manufactured home of the tenant served with such a notice without the tenant's permission or a court order allowing the entry.

4. If a tenant remains in possession of the manufactured home lot after expiration of the term of the rental agreement, the tenancy is from week to week in the case of a tenant who pays weekly rent, and in all other cases the tenancy is from month to month. The tenant's continued occupancy is on the same terms and conditions as were contained in the rental agreement unless specifically agreed otherwise in writing.

5. The landlord and tenant may agree to a specific date for termination of the agreement. If any provision of this chapter specifies a period of notice which is longer than the period of a particular tenancy, the required length of the period of notice is controlling.

6. Notwithstanding any provision of [NRS 40.215](#) to [40.425](#), inclusive, if a tenant who is not a natural person has received three notices for nonpayment of rent in accordance with subsection 1, the landlord is not required to give the tenant a further 10-day notice in advance of termination if the termination is because of failure to pay rent, utility charges or reasonable service fees.

(Added to NRS by 1975, 783; A 1977, 1449; 1979, 1875; 1981, 2034; 1983, 1358; 1987, 1300; 1989, 1084; 1993, 2770; 1995, 849, 2757; [2001, 1185](#); [2003, 2478](#))

NRS 118B.200 Grounds.

1. Notwithstanding the expiration of a period of a tenancy or service of a notice pursuant to subsection 1 of [NRS 118B.190](#), the rental agreement described in [NRS 118B.190](#) may not be terminated except on one or more of the following grounds:

(a) Failure of the tenant to pay rent, utility charges or reasonable service fees within 10 days after written notice of delinquency served upon the tenant in the manner provided in [NRS 40.280](#);

(b) Failure of the tenant to correct any noncompliance with a law, ordinance or governmental regulation pertaining to manufactured homes or recreational vehicles or a valid rule or regulation established pursuant to [NRS](#)

[118B.100](#) or to cure any violation of the rental agreement within a reasonable time after receiving written notification of noncompliance or violation;

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

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

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

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

(1) Discharge of a weapon;

(2) Prostitution;

(3) Illegal drug manufacture or use;

(4) Child molestation or abuse;

(5) Elder molestation or abuse;

(6) Property damage as a result of vandalism; and

(7) Operating a motor vehicle while under the influence of alcohol or any other controlled substance; or

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

(1) Are set forth in the lease signed by the tenant; and

(2) Comply with federal, state and local law.

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

(Added to NRS by 1975, 783; A 1977, 1449; 1979, 1876; 1981, 1847, 2035; 1985, 2220; [1997, 1102](#); [2001, 1186](#); [2003, 2479](#); [2009, 2690](#))

NRS 118B.210 Retaliatory conduct by landlord and harassment by landlord, management or tenant prohibited.

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

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

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

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

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

(1) [NRS 118.165](#) as a result of a reduction in property taxes.

(2) [NRS 118B.153](#) when a service, utility or amenity is decreased or eliminated by the landlord.

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

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

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

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

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

(Added to NRS by 1977, 1448; A 1981, 2035; 1987, 932; 1989, 1797; 1993, 1171; 1995, 2758; [1999, 2046](#), [3194](#); [2001, 228](#), [229](#), [1186](#); [2003, 2970](#); [2005, 1604](#), [2330](#))

ASSISTANCE FOR LOW-INCOME OWNERS OF MANUFACTURED HOMES

NRS 118B.211 "Fund" defined. As used in [NRS 118B.211](#) to [118B.219](#), inclusive, "Fund" means the Fund for Low-Income Owners of Manufactured Homes created pursuant to [NRS 118B.215](#).

(Added to NRS by 1995, 848; A [1997, 120](#); [2001, 1187](#))

NRS 118B.213 Annual fee for lots in park operated for profit; notice; discontinuation and resumption; penalty; deposit.

1. In addition to the fee established pursuant to [NRS 118B.185](#), except as otherwise provided in subsection 3, the owner of a manufactured home park that is operated for profit shall pay to the Division an annual fee of \$12 for each lot within the park. The owner shall not impose a fee or surcharge to recover from his or her tenants the costs resulting from the annual fee per lot paid pursuant to this subsection, or any related penalty.

2. The Administrator shall notify the owner of each manufactured home park that is operated for profit in this state on or before July 1 of each year of the fee imposed pursuant to this section.

3. If on May 15 of that year the balance in the Fund which is attributable to deposits pursuant to this section exceeds \$1,000,000, the Administrator shall not charge or collect a fee pursuant to this section. The Administrator shall resume the collection in any year when the balance on May 15 is less than \$750,000. The Administrator shall request the State Treasurer to inform the Administrator of the applicable balance of the Fund on May 15 of each year.

4. If an owner fails to pay the fee within 30 days after receiving written notice from the Administrator to do so, a penalty of 50 percent of the amount of the fee must be added.

5. All fees and penalties collected by the Division pursuant to this section must be deposited in the State Treasury for credit to the Fund.

(Added to NRS by 1991, 2270; A 1995, 850, 2758; [1997, 120](#), [1103](#); [2001, 1187](#))

NRS 118B.215 Fund: Creation; use of money in Fund; eligibility to receive money from Fund; regulations.

1. There is hereby created as a special revenue fund in the State Treasury the Fund for Low-Income Owners of Manufactured Homes, to be administered by the Division. All money received for the use of the Fund pursuant to [NRS 118B.213](#) or from any other source must be deposited in the Fund.

2. The interest and income earned on the money in the Fund, after deducting any applicable charges, must be credited to the Fund. All claims against the Fund must be paid as other claims against the State are paid.

3. The money in the Fund may be used only to pay necessary administrative costs and to assist eligible persons by supplementing their monthly rent for the manufactured home lot on which their manufactured home is located. Except as otherwise provided in subsection 5, to be eligible for assistance from the Fund a person must:

(a) Except as otherwise provided in this subsection, have been a tenant in the same manufactured home park in this State for at least 1 year immediately preceding his or her application for assistance;

(b) Be the registered owner of the manufactured home which is subject to the tenancy, as indicated on the certificate of ownership that is issued by the division pursuant to [NRS 489.541](#);

(c) Have a monthly household income, as determined by the Administrator in accordance with subsection 4, which is at or below:

(1) The federally designated level signifying poverty or \$750, whichever is greater, if the person is the sole occupant of the manufactured home; or

(2) The federally designated level signifying poverty or \$1,125, whichever is greater, if the person is not the sole occupant of the manufactured home;

(d) Be a tenant in a manufactured home park that is operated for profit and maintain continuous tenancy in that park during the duration of the supplemental assistance; and

(e) Not have assets whose value is more than \$12,000, excluding the value of:

(1) The manufactured home which is subject to the tenancy;

(2) The contents of that manufactured home; and

(3) One motor vehicle.

➔ A person who has been a tenant of a manufactured home park in this State for at least 1 year, but has not been a tenant of the manufactured home park in which the tenant resides at the time the tenant applies for assistance for at least 1 year, is eligible for assistance from the Fund if the tenant moved to the manufactured home park in which the tenant resides at the time of his or her application because the tenant was unable to pay the rent at the manufactured home park from which the tenant moved or because that park was closed.

4. In determining the monthly household income of an applicant pursuant to subsection 3, the Administrator shall exclude from the calculation:

(a) The value of any food stamps the applicant received pursuant to the Food Stamp Act of 1977, as amended, 7 U.S.C. §§ 2011 et seq., during the year immediately preceding his or her application for assistance; or

(b) If the applicant is receiving coverage pursuant to Medicare Part B, 42 U.S.C. §§ 1395j et seq., the value of the cost of that coverage during the year immediately preceding his or her application for assistance,

➔ whichever is greater.

5. The Administrator may waive the requirements for eligibility set forth in subsection 3 upon the written request of an applicant if the circumstances of the applicant have changed as a result of:

- (a) Illness;
- (b) Disability; or
- (c) Extreme financial hardship based upon a significant reduction of income, when considering the applicant's current financial circumstances.

➤ An applicant shall include with his or her request for a waiver all medical and financial documents that support his or her request.

6. The Administrator shall adopt regulations establishing:

(a) The annual reporting requirements for persons receiving assistance pursuant to this section. The regulations must require that each such person provide the Division with a written acknowledgment of his or her continued eligibility for assistance.

(b) The maximum amount of assistance which may be distributed to a person to supplement his or her monthly rent pursuant to this section.

7. As used in this section:

(a) "Manufactured home" includes a travel trailer that is located on a manufactured home lot within a manufactured home park.

(b) "Monthly household income" means the combined monthly incomes of the occupants of a manufactured home which is subject to the tenancy for which assistance from the Fund is requested.

(c) "Travel trailer" has the meaning ascribed to it in [NRS 489.150](#).

(Added to NRS by 1991, 2271; A 1995, 851; [1997, 120, 791, 1103](#); [1999, 2050](#); [2001, 1187](#))

NRS 118B.2155 Contents of application for assistance from Fund. Each application for assistance from the Fund must include:

1. A statement that an applicant who fails to report:

(a) Information required to be included in the application which the applicant knew at the time the applicant signed the application; or

(b) A change in his or her eligibility pursuant to [NRS 118B.218](#).

➤ may be personally liable to the Division for any assistance incorrectly paid to him or her.

2. The provisions of [NRS 118B.219](#).

(Added to NRS by 1995, 848; A [1997, 121](#))

NRS 118B.216 Denial or termination of assistance: Notice; hearing; judicial review.

1. The Division shall notify an applicant for or recipient of assistance from the Fund of its decision to deny or terminate assistance by mailing to the applicant or recipient a notice of its decision by certified mail, return receipt requested, to the last known address of the applicant or recipient. The notice must:

(a) Specify the reasons for the denial or termination of assistance; and

(b) Contain a statement informing the applicant or recipient that a hearing will be provided if a written request for a hearing is filed by the applicant or recipient within 20 days after the applicant or recipient receives the notice.

2. An applicant or recipient may, within 20 days after the applicant or recipient receives notice pursuant to subsection 1, file a written request for a hearing with the Division. If the Division does not receive a request for a hearing within 20 days after the applicant or recipient receives the notice pursuant to subsection 1, the Division's decision becomes final and is not subject to judicial review.

3. If an applicant for or recipient of assistance requests a hearing within 20 days after the applicant or recipient receives notice pursuant to subsection 1, a hearing must be conducted before a hearing officer appointed by the Director of the Department of Business and Industry or a person designated by the Director within 60 days after receipt of the request. The Division shall notify the applicant or recipient of the time, place and date of the hearing. An applicant whose application for assistance has been denied has the burden of proving that the applicant is entitled to receive assistance. The Division has the burden of proving the grounds for terminating the assistance provided to a recipient.

4. The hearing officer shall issue a decision within 30 days after the hearing and mail a copy of the decision to the applicant or recipient. The decision of the hearing officer is a final decision for purposes of judicial review.

(Added to NRS by 1995, 848; A [1997, 121](#))

NRS 118B.217 Duties of Division: Preparation of list of eligible persons; determination of sufficiency of amount of money in Fund; equal allocation of assistance.

1. At least twice each year, the Division shall:

- (a) Prepare a list of persons who are eligible to receive assistance from the Fund; and
- (b) Determine whether the amount of money in the Fund is sufficient to provide assistance to each person whose name appears on the list.

2. If the Division determines that the amount of money in the Fund is not sufficient to provide assistance to each person whose name appears on the list, the Division shall determine which of those eligible persons will receive assistance from the Fund.

3. The Division shall prepare a list of the persons who are eligible to receive assistance from the Fund but do not receive assistance because the amount of money in the Fund is insufficient to provide assistance to those persons. The Division shall ensure that the persons whose names appear on that list receive assistance from the Fund as soon as practicable after the money to provide that assistance becomes available.

4. Each person who receives assistance from the Fund must receive a percentage of his or her rent which is equal to the percentage of rent received by every other person who receives assistance from the Fund.

(Added to NRS by 1995, 849; A [1997, 122](#))

NRS 118B.218 Notice of change in eligibility for assistance. A person who receives assistance pursuant to [NRS 118B.215](#) shall notify the Administrator of any change in his or her eligibility pursuant to that section within 10 days after the change. A person who violates this section is ineligible for assistance from the Fund.

(Added to NRS by 1991, 2271; A [1997, 123](#))

NRS 118B.2185 Recovery of assistance. The Division may recover from a person who receives assistance from the Fund an amount not to exceed the assistance incorrectly paid to him or her if the person failed to report:

1. Information required to be included in the application which the person knew at the time the person signed the application; or

2. Any change in his or her eligibility pursuant to [NRS 118B.218](#).

(Added to NRS by 1995, 848; A [1997, 123](#))

NRS 118B.219 Civil penalties.

1. Any person who knowingly, by any false pretense, false or misleading statement, impersonation or misrepresentation, obtains or attempts to obtain with the intent to cheat or defraud the Division assistance from the Fund in an amount of \$100 or more is personally liable for:

(a) Any assistance incorrectly paid to that person;

(b) The costs of any investigation conducted by the Division to determine whether that person received assistance incorrectly;

(c) Court costs;

(d) Attorney's fees; and

(e) A civil penalty of not more than \$1,000.

2. The Division may bring an action to recover a civil penalty imposed pursuant to subsection 1 and shall deposit any money recovered with the State Treasurer for credit to the Fund.

(Added to NRS by 1995, 848; A [1997, 123](#))

REMEDIES AND PENALTIES

NRS 118B.220 Fitness of manufactured home or recreational vehicle for occupancy.

1. If a manufactured home or recreational vehicle is made unfit for occupancy for any period in excess of 48 hours by any cause for which the landlord is responsible or over which the landlord has control, the rent may be, at the tenant's option, proportionately abated, and if it is, must be refunded or credited against the following month's rent. The tenant need not abandon the manufactured home or recreational vehicle as a prerequisite to seeking relief under this subsection.

2. As an alternative to the abatement of rent, the tenant may procure reasonable substitute housing for occupancy while his or her manufactured home or recreational vehicle remains unfit and may:

(a) Recover the actual and reasonable cost of the substitute housing from the landlord; or

(b) Deduct the cost from future rent.

3. A manufactured home shall be deemed unfit for occupancy if essential services such as fuel, water, electricity or sewer service are not being adequately provided to the manufactured home.

(Added to NRS by 1977, 1448; A 1981, 1848, 2036; 1985, 2220; [2001, 1189](#))

NRS 118B.225 Purchase of manufactured home or placement of manufactured home on lot in reliance upon promotional materials that prove to be false or misleading. A person who makes a payment toward the

purchase of a manufactured home or the placement of a manufactured home on a manufactured home lot in a manufactured home park in reasonable reliance upon any material written statement contained in promotional materials relating to the manufactured home or manufactured home park, including, without limitation:

1. A prospectus;
2. Exhibits produced in support of a prospectus;
3. A brochure; or
4. A newspaper advertisement,

↳ that proves to be false or misleading may bring an action in a court of competent jurisdiction to rescind any contract or agreement and may recover damages and reasonable attorney's fees from the landlord or manufactured home dealer that issued the false or misleading material written statement.

(Added to NRS by [2007, 2323](#))

NRS 118B.230 Unlawful termination of rental agreement by landlord. If a landlord unlawfully terminates a tenancy, the provisions of [NRS 118B.251](#) and [118B.260](#) apply.

(Added to NRS by 1977, 1448; A 1989, 1798; 1991, 847)

NRS 118B.240 Controversies may be submitted for arbitration. The landlord and the tenant may agree that any controversy relating to any matter arising under this chapter or under a rental agreement may be submitted for arbitration.

(Added to NRS by 1977, 1448; A 1979, 1876)—(Substituted in revision for NRS 118.330)

NRS 118B.251 Fine for violation of provision of chapter.

1. The Administrator may impose a fine of not more than \$1,000 against any person who violates any of the provisions of this chapter.

2. The Administrator shall, before imposing the fine, notify the person by certified mail that the Administrator will impose a fine for the violation unless the person requests a hearing within 20 days after the notice is mailed.

3. If a hearing is requested, the Administrator shall hold a hearing pursuant to the provisions of [NRS 233B.121](#) to [233B.150](#), inclusive.

4. If a hearing is not requested within the prescribed period and the matter is not otherwise resolved, the Administrator shall impose the fine and notify the person by certified mail.

5. The decision of the Administrator to impose a fine pursuant to this section is a final decision for the purposes of judicial review.

(Added to NRS by 1991, 846)

NRS 118B.255 Deposit of administrative fines; appointment of hearing officer or panel; delegation of authority concerning disciplinary action; claims for attorney's fees and costs of investigation.

1. Except as otherwise provided in this section, all money collected from administrative fines imposed pursuant to this chapter must be deposited in the State General Fund.

2. The money collected from an administrative fine may be deposited with the State Treasurer for credit to the Fund for Manufactured Housing created pursuant to [NRS 489.491](#) if:

(a) The person pays the administrative fine without exercising his or her right to a hearing to contest the administrative fine; or

(b) The administrative fine is imposed in a hearing conducted by a hearing officer or panel appointed by the Administrator.

3. The Administrator may appoint one or more hearing officers or panels and may delegate to those hearing officers or panels the power of the Administrator to conduct hearings and other proceedings, determine violations, impose fines and penalties and take other disciplinary action authorized by the provisions of this chapter.

4. If money collected from an administrative fine is deposited in the State General Fund, the Administrator may present a claim to the State Board of Examiners for recommendation to the Interim Finance Committee if money is needed to pay attorney's fees or the costs of an investigation, or both.

(Added to NRS by [2005, 2326](#))

NRS 118B.260 Penalties. Any landlord who violates any of the provisions of this chapter and any other person who violates [NRS 118B.210](#):

1. For the first violation, shall pay a civil penalty of not more than \$1,000.
2. For the second violation, shall pay a civil penalty of not more than \$2,500.
3. For the third or subsequent violation, shall pay a civil penalty of not more than \$5,000 for each violation.

➤ If a civil penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, must be recovered by the Administrator, if possible.
(Added to NRS by 1983, 1355; A 1987, 984; 1993, 896; 1995, 2759; [1999, 3195](#))