

Nevada

Landlord - Tenant Laws Complete Guide



Nevada Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

Table of Contents

1. Security Deposit
2. Lease, Rent & Fees
3. Notices and Entry

Introduction

This comprehensive guide provides a complete overview of Nevada's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Nevada.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 3x monthly rent

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and (b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.
4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and (b) For a sum to be fixed by the court of not more than the amount of the entire security 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 deposit 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 a security deposit to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

NRS 118A.242

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400 Amended by 2021, Ch. 95, §4, eff. 7/1/2021.

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Security Deposit: Non-refundable fees

What This Means: The lease agreement must state if there's any nonrefundable fees, such as a cleaning fee.

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and (b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.
4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and (b) For a sum to be fixed by the court of not more than the amount of the entire security 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

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

NRS 118A.242

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400 Amended by 2021, Ch. 95, §4, eff. 7/1/2021.

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488

Security Deposit:

What This Means: No statute. Combined fees cannot exceed 3x monthly rent.

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and (b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.
4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and (b) For a sum to be fixed by the court of not more than the amount of the entire security 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 deposit 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 a security deposit to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

NRS 118A.242

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400 Amended by 2021, Ch. 95, §4, eff. 7/1/2021.

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488

Deadline for Returning Security Deposit:

What This Means: 30 days

Legal Statute:

No content available

Permitted Uses of the Deposit:

What This Means: Rent, damages beyond regular wear and tear, and reasonable cleaning costs.

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and (b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.
4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and (b) For a sum to be fixed by the court of not more than the amount of the entire security 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

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

NRS 118A.242

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400 Amended by 2021, Ch. 95, §4, eff. 7/1/2021.

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and (b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.
4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and (b) For a sum to be fixed by the court of not more than the amount of the entire security 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 deposit 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 a security deposit to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

NRS 118A.242

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400

Amended by 2021, Ch. 95, §4, eff. 7/1/2021.

Security Deposit Regulations

What This Means: Yes

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and

(b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.

4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and

(b) For a sum to be fixed by the court of not more than the amount of the entire security 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 deposit 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 a security deposit to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

NRS 118A.242

Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400

Amended by 2021, Ch. 95, §4, eff. 7/1/2021.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Security Deposit

What This Means: Landlord may be liable to tenant for the entire security deposit and a sum fixed by the court.

Legal Statute:

1. The landlord may not demand or receive a security deposit 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 deposit 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 deposit; and (b) May not require a tenant to purchase a surety bond in lieu of paying all or part of the security deposit.
4. Upon termination of the tenancy by either party for any reason, the landlord may claim of the security deposit 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 deposit or surety bond, or a combination thereof, and return any remaining portion of the security deposit 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 security deposit; and (b) For a sum to be fixed by the court of not more than the amount of the entire security 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 deposit 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 a security deposit to which the tenant is entitled under this chapter takes precedence over the claim of any creditor of the landlord.

NRS 118A.242 Added to NRS by 1977, 1334; A 1981, 1184; 1985, 1414; 2009, 488; 2021, 400
Amended by 2021, Ch. 95,§4, eff. 7/1/2021.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: At the beginning of the month or term if less than a month unless otherwise stated in the rental agreement.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: 60-day notice. If periodic tenancy is less than 1 month, a 30-day notice.

Legal Statute:

The landlord may not increase the rent payable by a tenant unless the landlord serves the tenant with a written notice, 60 days or, in the case of any periodic tenancy of less than 1 month, 30 days in advance of the first rental payment to be increased, advising the tenant of the increase.

NRS 118A.300

Added to NRS by 1977, 1336; A 1983, 1574; 2021, 401

Amended by 2021, Ch. 95,§7, eff. 7/1/2021.

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

Late Fees:

What This Means: No statute. However, it's common practice to state any late fees in the lease agreement.

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: 3x the amount of check. No less than \$100 and not to exceed \$500.

Legal Statute:

1. Except as otherwise provided in NRS 604A.5031, 604A.5061, 604A.5086 and 604A.5094, any person who:

(a) Makes, utters, draws or delivers a check or draft for the payment of money drawn upon any financial institution or other person, when that person has no account with the drawee of the instrument or has insufficient money, property or credit with the drawee to pay; or

(b) Uses a credit card or debit card to obtain money, goods, property, services or anything of value, when that person knows or should have known the credit card or debit card is no longer valid,

and who fails to pay the amount in cash to the payee, issuer or other creditor within 30 days after a demand therefor in writing is mailed to the person by certified mail, is liable to the payee, issuer or other creditor for the amount of the check, draft or extension of credit, and damages equal to three times the amount of the check, draft or extension of credit, but not less than \$100 nor more than \$500.

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

(a) "Credit card" has the meaning ascribed to it in NRS 205.630;

(b) "Debit card" has the meaning ascribed to it in NRS 205.635; and

(c) "Issuer" has the meaning ascribed to it in NRS 205.650.

NRS 41.620

Added to NRS by 1985, 1021; A 1987, 134, 1191; 1999, 50; 2005, 1710

Added to NRS by 1985, 1021; A 1987, 134, 1191; 1999, 50; 2005, 1710

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes. Notice must be given to the landlord and the landlord has 14 days to remedy.

Legal Statute:

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 any security deposit 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.

NRS 118A.355

Added to NRS by 2007, 1281; A 2021, 402

Amended by 2021, Ch. 95, §9, eff. 7/1/2021.

Added to NRS by 2007, 1281

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes. Notice must be given to the landlord and the landlord has 14 days to remedy.

Legal Statute:

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 any security deposit 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.

NRS 118A.355

Added to NRS by 2007, 1281; A 2021, 402

Amended by 2021, Ch. 95, §9, eff. 7/1/2021.

Added to NRS by 2007, 1281

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

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 any security deposit 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 be consolidated with any action for summary eviction or unlawful detainer that is already pending between the landlord and tenant.
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.

NRS 118A.390

Added to NRS by 1977, 1340; A 1985, 1417; 2003, 426; 2011, 238; 2019, 225; 2021, 403

Amended by 2021, Ch. 95,§11, eff. 7/1/2021.

Amended by 2019, Ch. 43,§2, eff. 10/1/2019.

Added to NRS by 1977, 1340; A 1985, 1417; 2003, 426; 2011, 238

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

If a tenant of real property abandons the property, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the property for a term beginning before the expiration of the rental agreement pursuant to its terms or if, despite the landlord's reasonable efforts, the landlord is unable to rent the property before the rental agreement is otherwise terminated, the former tenant is liable for any actual damages of the landlord which may result from the abandonment. If the landlord fails to make reasonable efforts to rent the property at a fair rental, the former tenant is liable for any actual damages of the landlord occurring before the landlord

had reason to believe that the property was abandoned. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be.

NRS 118.175

Added to NRS by 1977, 1347; A 1991, 1040Added to NRS by 1977, 1347; A 1991, 1040

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No specific statute for fixed tenancies because they simply finishd on the end date.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 7-day notice

Legal Statute:

1. A tenant of real property, a recreational vehicle or a mobile home for a term less than life is guilty of an unlawful detainer when having leased: (a) Real property, except as otherwise provided in this section, or a mobile home for an indefinite time, with monthly or other periodic rent reserved, the tenant continues in possession thereof, in person or by subtenant, without the landlord's consent after the expiration of a notice of: (1) For tenancies from week to week, at least 7 days; (2) Except as otherwise provided in subsection 2, for all other periodic tenancies, at least 30 days; or (3) For tenancies at will, at least 5 days. (b) A dwelling unit subject to the provisions of chapter 118A of NRS, the tenant continues in possession, in person or by subtenant, without the landlord's consent after expiration of: (1) The term of the rental agreement or its termination and, except as otherwise provided in subparagraph (2), the expiration of a notice of: (I) At least 7 days for tenancies from week to week; and (II) Except as otherwise provided in subsection 2, at least 30 days for all other periodic tenancies; or (2) A notice of at least 5 days where the tenant has failed to perform the tenant's basic or contractual obligations under chapter 118A of NRS. (c) A mobile home lot subject to the provisions of chapter 118B of NRS, or a lot for a recreational vehicle in an area of a mobile home park other than an area designated as a recreational vehicle lot pursuant to the provisions of subsection 8 of NRS 40.215, the tenant continues in possession, in person or by subtenant, without the landlord's consent: (1) After notice has been given pursuant to NRS 118B.115, 118B.170 or 118B.190 and the period of the notice has expired; or (2) If the person is not a natural person and has received three notices for nonpayment of rent within a 12-month period, immediately upon failure to pay timely rent. (d) A recreational vehicle lot, the tenant continues in possession, in person or by subtenant, without the landlord's consent, after the expiration of a notice of at least 5 days.

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

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

4. Except as otherwise provided in NRS 118A.315, a landlord who receives a request from a tenant pursuant to subsection 3 shall allow a tenant to continue in possession for the period requested.

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

6. If a landlord rejects a request to allow a tenant to continue in possession for an additional 30 days pursuant to subsection 2, the tenant may petition the court for an order to continue in possession for the additional 30 days. If the tenant submits proof to the court that the tenant is entitled to request such an extension, the court may grant the petition and enter an order allowing the tenant to continue in possession for the additional 30 days. If the court denies the petition, the tenant must be allowed to continue in possession for 5 calendar days following the date of entry of the order denying the petition.

NRS 40.251

Added to NRS by 1985, 226; A 1989, 1081; 1999, 3195; 2001, 1946; 2003, 2480; 2019, 3177 Amended by 2019, Ch. 531, §7, eff. 6/8/2019. Added to NRS by 1985, 226; A 1989, 1081; 1999, 3195; 2001, 1946; 2003, 2480

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 30-day notice

Legal Statute:

1. A tenant of real property, a recreational vehicle or a mobile home for a term less than life is guilty of an unlawful detainer when having leased: (a) Real property, except as otherwise provided in this section, or a mobile home for an indefinite time, with monthly or other periodic rent reserved, the tenant continues in possession thereof, in person or by subtenant, without the landlord's consent after the expiration of a notice of: (1) For tenancies from week to week, at least 7 days; (2) Except as otherwise provided in subsection 2, for all other periodic tenancies, at least 30 days; or (3) For tenancies at will, at least 5 days. (b) A dwelling unit subject to the provisions of chapter 118A of NRS, the tenant continues in possession, in person or by subtenant, without the landlord's consent after expiration of: (1) The term of the rental agreement or its termination and, except as otherwise provided in subparagraph (2), the expiration of a notice of: (I) At least 7 days for tenancies from week to week; and (II) Except as otherwise provided in subsection 2, at least 30 days for all other periodic tenancies; or (2) A notice of at least 5 days where the tenant has failed to perform the tenant's basic or contractual obligations under chapter 118A of NRS. (c) A mobile home lot subject to the provisions of chapter 118B of NRS, or a lot for a recreational vehicle in an area of a mobile home park other than an area designated as a recreational vehicle lot pursuant to the provisions of subsection 8 of NRS 40.215, the tenant continues in possession, in person or by subtenant, without the landlord's consent: (1) After notice has been given pursuant to NRS 118B.115, 118B.170 or 118B.190 and the period of the notice has expired; or (2) If the person is not a natural person and has received three notices for nonpayment of rent within a 12-month period, immediately upon failure to pay timely rent. (d) A recreational vehicle lot, the tenant continues in possession, in person or by subtenant, without the landlord's consent, after the expiration of a notice of at least 5 days.

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

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

4. Except as otherwise provided in NRS 118A.315, a landlord who receives a request from a tenant pursuant to subsection 3 shall allow a tenant to continue in possession for the period requested.

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

6. If a landlord rejects a request to allow a tenant to continue in possession for an additional 30 days pursuant to subsection 2, the tenant may petition the court for an order to continue in possession for the additional 30 days. If the tenant submits proof to the court that the tenant is entitled to request such an extension, the court may grant the petition and enter an order allowing the tenant to continue in possession for the additional 30 days. If the court denies the petition, the tenant must be allowed to continue in possession for 5 calendar days following the date of entry of the order denying the petition.

NRS 40.251

Added to NRS by 1985, 226; A 1989, 1081; 1999, 3195; 2001, 1946; 2003, 2480; 2019, 3177 Amended by 2019, Ch. 531, §7, eff. 6/8/2019. Added to NRS by 1985, 226; A 1989, 1081; 1999, 3195; 2001, 1946; 2003, 2480

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 5 days for commercial property. 7 days for real property other than commercial.

Legal Statute:

1. Except as otherwise provided in subsection 2, a tenant of real property or a mobile home for a term less than life is guilty of an unlawful detainer when the tenant continues in possession, in person or by subtenant, after default in the payment of any rent and after a notice in writing, requiring in the alternative the payment of the rent or the surrender of the detained premises, remains uncomplished with for a period of: (a) Five days for a commercial premises; (b) Seven judicial days for real property other than a commercial premises; or (c) Ten days for a mobile home lot, after service thereof. The notice may be served at any time after the rent becomes due.

2. Except as otherwise provided in NRS 118A.315, the provisions of subsection 1 do not apply to a person who provides to the landlord proof that he or she is a federal worker, tribal worker, state worker or household member of such a worker during a shutdown.

NRS 40.2512

Added to NRS by 1985, 226; A 2019, 3178, 3912; 2020, 32nd Special Session, 5

Amended by 2020SP2, Ch. 1, §4, eff. 8/2/2020.

Amended by 2019, Ch. 531, §8, eff. 6/8/2019.

Added to NRS by 1985, 226

Notice for Lease Violation:

What This Means: 5 day notice.

Legal Statute:

1. A tenant of real property, a dwelling unit, a recreational vehicle or a mobile home other than a mobile home lot or a recreational vehicle lot for a term less than life is guilty of an unlawful detainer when the tenant continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the real property, dwelling unit, recreational vehicle or mobile home is held, other than those mentioned in NRS 40.250 to 40.254, inclusive, and after notice in writing, requiring in the alternative the performance of the condition or covenant or the surrender of the real property, dwelling unit, recreational vehicle or mobile home, served upon the tenant, and, if there is a subtenant in actual occupation of the premises or property, also upon the subtenant, remains uncomplished with for 5 days after the service thereof. Within 5 days after the service, the tenant, or any subtenant in actual occupation of the premises or property, or any mortgagee of the term, or other person, interested in its continuance, may perform the condition or covenant and thereby save the lease from forfeiture; but if the covenants and conditions of the lease, violated by the lessee, cannot afterwards be performed, then no notice need be given.

2. If a tenant is guilty of an unlawful detainer pursuant to this section, the landlord may seek to recover possession of the real property, dwelling unit, recreational vehicle or mobile home pursuant to the provisions of NRS 40.254 or 40.290 to 40.420, inclusive.

NRS 40.2516

Added to NRS by 1985, 226; A 2015, 3119 Amended by 2015, Ch. 507, §17, eff. 10/1/2015. Added to NRS by 1985, 226

Required Notice before Entry:

What This Means: 24-hour notice

Legal Statute:

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.

NRS 118A.330

Added to NRS by 1977, 1337 Added to NRS by 1977, 1337

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

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.

NRS 118A.330

Added to NRS by 1977, 1337Added to NRS by 1977, 1337

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

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.

NRS 118A.330

Added to NRS by 1977, 1337Added to NRS by 1977, 1337

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

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.

NRS 118A.330

Added to NRS by 1977, 1337Added to NRS by 1977, 1337

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed

Legal Statute:

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 any security deposit 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 be consolidated with any action for summary eviction or unlawful detainer that is already pending between the landlord and tenant.

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.

NRS 118A.390

Added to NRS by 1977, 1340; A 1985, 1417; 2003, 426; 2011, 238; 2019, 225; 2021, 403

Amended by 2021, Ch. 95, §11, eff. 7/1/2021.

Amended by 2019, Ch. 43, §2, eff. 10/1/2019.

Added to NRS by 1977, 1340; A 1985, 1417; 2003, 426; 2011, 238

Utility Shut-offs Allowed:

What This Means: Not allowed

Legal Statute:

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 any security deposit 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 be consolidated with any action for summary eviction or unlawful detainer that is already pending between the landlord and tenant.

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.

NRS 118A.390

Added to NRS by 1977, 1340; A 1985, 1417; 2003, 426; 2011, 238; 2019, 225; 2021, 403

Amended by 2021, Ch. 95, §11, eff. 7/1/2021.

Amended by 2019, Ch. 43, §2, eff. 10/1/2019.

Added to NRS by 1977, 1340; A 1985, 1417; 2003, 426; 2011, 238

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Nevada Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Nevada.

© 2025 - Nevada Rental Laws Complete Guide

Links to Statutes

- [Nev. Rev. Stat. § 118.175](#) – Liability of tenant
- [Nev. Rev. Stat. § 118A.200](#) – Rental agreements: Signing; copies; required provisions; disputable presumptions; use of nonconforming agreement unlawful
- [Nev. Rev. Stat. § 118A.242](#) – Security deposit: Limitation on amount or value; surety bond in lieu of security deposit; duties and liability of landlord; damages; disputing itemized accounting of security deposit; prohibited provisions
- [Nev. Rev. Stat. § 118A.242\(8\)](#) – Security deposit: Limitation on amount or value; surety bond in lieu of security deposit; duties and liability of landlord; damages; disputing itemized accounting of security deposit; prohibited provisions
- [Nev. Rev. Stat. § 118A.242\(4\)\(5\)](#) – Security deposit: Limitation on amount or value; surety bond in lieu of security deposit; duties and liability of landlord; damages; disputing itemized accounting of security deposit; prohibited provisions
- [Nev. Rev. Stat. § 118A.300](#) – Advance notice of increase of rent
- [Nev. Rev. Stat. § 118A.325](#) – Right of tenant to display flag of the United States in certain areas; conditions and limitations on exercise of right

- [Nev. Rev. Stat. § 118A.345](#) – Right of tenant or cotenant to terminate lease due to domestic violence, harassment, sexual assault or stalking
- [Nev. Rev. Stat. § 118A.355](#) – Failure of landlord to maintain dwelling unit in habitable condition
- [Nev. Rev. Stat. § 118A.330](#) – Landlord's access to dwelling unit
- [Nev. Rev. Stat. § 118A.390](#) – Unlawful removal or exclusion of tenant or willful interruption of essential items or services; procedure for expedited relief
- [Nev. Rev. Stat. § 118A.510](#) – Retaliatory conduct by landlord against tenant prohibited; remedies; exceptions
- [Nev. Rev. Stat. § 202.470](#) – Maintaining or permitting nuisance: Penalty
- [Nev. Rev. Stat. § 40.251](#) – Unlawful detainer: Possession of property leased for indefinite time after notice to surrender; older person or person with a disability entitled to extension of period of possession upon request; federal worker, tribal worker, state worker or household member of such worker may request extension of period of possession
- [Nev. Rev. Stat. § 40.2512](#) – Unlawful detainer: Possession after default in payment of rent; exception
- [Nev. Rev. Stat. § 40.2514](#) – Unlawful detainer: Assignment or subletting contrary to lease; waste; unlawful business; nuisance; violations of controlled substances laws
- [Nev. Rev. Stat. § 40.2516](#) – Unlawful detainer: Possession after failure to perform conditions of lease; saving lease from forfeiture; recovery of possession following unlawful detainer
- [Nev. Rev. Stat. § 41.620\(1\)\(b\)](#) – Returned Check Fees
- [Nev. Rev. Stat. § 118A.260](#) – Disclosure of Names and Addresses
- [Nev. Rev. Stat. § 118A.290](#) – Landlord's Duties
- [Nev. Rev. Stat. § 118A.310](#) – Tenant's Duties