



Frequently Asked Questions PART II: NVR Eviction Moratorium Webinar on Tuesday, July 14th, 2020 at 10:00 AM PT

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Nevada REALTORS® (NVR) hosted its second webinar on the eviction moratorium to clarify the continued flow of questions from its members on this topic [link to video recording here: <https://www.youtube.com/watch?v=OeeVvkjwixI>]. The total number of attendees at this webinar was over double the amount of members who attended the first webinar held on Thursday, July 1st at 1:00 PM [link to first video recording here: <https://www.youtube.com/watch?v=2RU2ArWXfiQ&t=8s>]. The upward trend of questions into the NVR's Legal Information Line along with the growing number of attendees at these webinars, supports the need for continued education and information on this topic. As such, we provide the following questions which were sent in to the panelist via the chat message feature during the webinar in an effort to provide continued guidance. Please stay tuned for information on NVR's upcoming webinars.

Q1: I am a property manager for single family residential units. I am seeing tons of applications coming in with tenants stating they are moving because their current landlord is selling. From my understanding, are we not able to issue a 30-day notice to vacate at the end of their lease should a landlord want to sell for non-covid related reasons?

A: Please refer to the first question in our first FAQs following these webinars which can be accessed here: [https://nevadarealtors.org/docs/librariesprovider2/covid19/evictionwebinarfaqs_7-6-2020\(ck\)\(tm\)\(tb\)\(1\).pdf?sfvrsn=e36eb10f_2](https://nevadarealtors.org/docs/librariesprovider2/covid19/evictionwebinarfaqs_7-6-2020(ck)(tm)(tb)(1).pdf?sfvrsn=e36eb10f_2), which in summary provides that you can send “contractual notices” you would normally provide the tenant under the contract (e.g. non-renewal of lease), of which service would be dictated by the terms of the contract and would not use a process server. Official notices that are required to be served by a process server would need to wait until the date the action is allowed per the reference chart (https://nevadarealtors.org/docs/librariesprovider2/covid19/directive-025---chart.pdf?sfvrsn=28500b5c_2).

Q1(a): What can we do with leases that expired in May that we could not give notices for and are now month-to-month. Can we use a contractual notice to vacate or do you need to do a 30 day no cause?

A: This is a repeatedly asked question with minor variations, but the response remains the same. *See* Q1 asked and answered above.

Q1(b): Based on what was said during the webinar, are we not allowed to give a 30-day notice to end a month-to-month lease if they are in rental arrears?

A: *See* Q&As 1 and 1(a) above, which discuss contractual notices to end lease tenancy. Once the lease has expired, you can start the formal eviction process starting August 1st, otherwise, pursuing non-payment of rent would be allowed September 1st, unless parties



have entered in to the Lease Addendum/Promissory Note, at which time, default on that can be pursued as soon as default occurs, *see* Q2 below.

Q1(c): Lease expired. The tenant's rent is current. We are permitted to give a 30-day Notice to Vacate - no cause - NOW, CORRECT?

A: Answered above, *see* Q1s.

Q2: If a tenant who owes money refuses to sign a promissory note, are we then able to seek resolution in the courts? Would that date be September 1st?

A: You can start evictions based on defaulted payment arrangement as soon as default occurs and pursuant to Section D. Remedies of Violation of Lease Addendum/Promissory Note (http://ag.nv.gov/uploadedFiles/agnv.gov/Content/News/PR/PR_Docs/2020/20200625_Lease%20Addendum%20Promissory%20Note.pdf).

Q3: I have a tenant who has a red card, nuisance/violent tenant. I have called the police when she came back on property and they said they can't do anything. Can we do an emergency eviction?

A: A nuisance notice is used if the tenant is harassing other tenants, demonstrates violent behavior, has drug problems, gang related or presents other life threatening situations. It requires a written reason and has absolutely nothing to do with rent money. Per the Guidance for Landlords, Question 7, states you can summarily evict for “nuisance” starting August 1st: https://nevadarealtors.org/docs/librariesprovider2/covid19/directive-025---residential-landlord-faq.pdf?sfvrsn=d5f0bcc0_2. If you require other legal remedy based on your tenant threatening your safety and/or the safety of your friends and family, you can consider a court petition requesting a harassment restraining order against your tenant.

Q4: I am wondering what we can do in the case that a tenant has not paid since March. Received a 5-day notice of nonpayment for rent in March. Then was put on pause after the lock out. The tenant is not responding to calls or emails and not paying anything. Can we move forward with a non-payment eviction notice for the total owed since March?

A: The eviction started in March has gone stale and you would need to restart the formal eviction process for non-payment of rent beginning September 1, 2020. But we strongly encourage you to enter into a Lease Addendum/Promissory Note well before then.

Q5: As the numbers begin to rise again, is it possible the moratorium will be extended?

A: It is a possibility, and we have seen the deadlines extended several times already. NVR will continue to inform our members of any changes or updates.

Q6: What about a normal 30-day notice? Can we serve those now for reasons not related to rent, like if an owner wants to sell the home?

A: Without any further information about the status of the lease, the behavior of the tenant during the lease term, or any other pertinent details, this appears to be a “no cause” eviction which is permitted to commence on September 1st per the Reference Chart:



https://nevadarealtors.org/docs/librariesprovider2/covid19/directive-025---chart.pdf?sfvrsn=28500b5c_2.

Q7: If one enters into the payment agreement recommended by Governor Sisolak and the tenant fails to make a payment as agreed, it states one is able to start the eviction process however there is no acceleration clause. Does this mean the tenant only needs to make the payment missed to stop the eviction vs. the total amount due?

A: Correct, should the tenant cure the default in the scheduled payment or vacate the premises within five (5) judicial days, the landlord may take no further action unless there is a subsequent default. If there's no cure, the landlord can seek possession of the premises through summary eviction action pursuant to NRS 40.254, and/or seek a money judgment for the total balance of the Rental Arrearages due and owing under the Lease Addendum/Promissory Note in the Small Claims Court of the Township in which the premises is located.

Q8: If a tenant has agreed to a payment plan, but failed on said payment plan then are we able to post a 5-day breach of lease covenant for payment on August 1st?

A: Yes, new summary eviction actions based on a tenant's failure to perform a lease condition or covenant includes a failure to make a payment under Lease Addendum/Promissory Note can begin on August 1st. *See Reference Chart:*

https://nevadarealtors.org/docs/librariesprovider2/covid19/directive-025---chart.pdf?sfvrsn=28500b5c_2

Q9: Do you have to allow the tenant to be present when doing the final walk-through when the tenant vacates?

A: If the tenant still has possession, then yes, per NRS 118A.170, "Tenant" is defined as "a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others." Further, as a best practice, if the tenant wants to be present to ensure the property manager completes the final move-out checklist in good faith, denying that request could be legally problematic. If there are concerns regarding safety and in-person exposure, cooperate with the tenant and discuss alternative virtual options, FaceTime the final walk-thru, etc.

Q10: Can you please confirm the late fee and eviction dates for commercial evictions?

A: July 1st, *see Reference Chart:*

https://nevadarealtors.org/docs/librariesprovider2/covid19/directive-025---chart.pdf?sfvrsn=28500b5c_2

Q11: If a no-cause eviction was served prior to the COVID-19 date, when can I evict?

A: September 1st.

Q12: Can you do a 30-day no cause even if they are in arrears in rent?

A: The dates to bring those actions are the same - "no cause" and non payment evictions can begin September 1st.



Q13: Does the tenant need to sign the Lease Addendum or is delivery to them sufficient? How much notice is needed to give a tenant time to sign? What is my action if the tenant does not sign?

A: Yes. To be a legally binding agreement, it needs to be duly executed by both parties. Entering into the agreement to repay residential arrearage is voluntary but strongly encouraged. There is no prescribed notice timeframe for the tenant to sign, but there is a window between now and September 1st before a property manager/Landlord can pursue formal eviction.

Q14: Los Angeles just announced renter assistance. Is Las Vegas doing the same thing?

A: The NV State Treasurer's Office has recently announced relief programs in both North and South for residential and commercial. NVR will be holding a webinar with the State Treasurer's on Tuesday, July 21st to answer your questions on that topic as well.

Q15: What about if you got an order granting an eviction before the moratorium went into effect and the constable just did not serve the lockout? How does that get put back on the calendar?

A: The order is stale and the formal eviction process needs to be restarted.

Q16: Are there currently any restrictions regarding entering into lease renewals or rental increases at this time with the proper 45-day Notice to Increase? How is the 45-day rent increase served?

A: The Directives did not directly address lease renewals or rental increases (but did prohibit late fees). Per NRS 118A.190, all written notices to the tenant prescribed by that chapter, which include advance notice of increased rent (NRS 118A.300), must be served by the sheriff, a constable, a person who is licensed as a process server or the agent of an attorney licensed to practice in this State.

Q17: The Lease Addendum/Promissory Note is specific for COVID-19, what if the tenant is not affected by COVID-19? Is there a document that can be used to stay in compliance for a repayment not COVID-19 related?

A: As discussed in the webinar, the Lease Addendum/Promissory Note can be used generally in instances of non-payment of rent.

Q17(a): If we go into another lockdown and things get pushed back how will this Lease Addendum play into that? Will the tenant still have to meet those payment dates or will it become void?

A: To piggyback off the question above, the agreement still holds outside of COVID-19 times; it is a legal contract voluntarily entered into between the landlord and tenant to cure default rental arrearages in the lease agreement.

Q18: Would a new addendum be required if additional arrearages accumulate after the executions of the original default in payment?

A: If the additional arrearages occur after September 1st, you can pursue formal eviction and recoup costs in the appropriate court (small claims, etc.). Otherwise, the Lease



Addendum/Promissory Note does not prohibit modification to cure additional rental arrearages, keeping in mind that doing so is voluntary.

Q19: Are there any websites that we can share with tenants to access available information such as relief funds, updated Governors directives so they can proactively search for resources for various help?

A: [NevadaHealthResponse.nv.gov](https://nevadahealthresponse.nv.gov) has information from the Governor's Directives and other information. It is a great resource for the public. The documents discussed here today can be found on the NVR website: <https://nevadarealtors.org/covid-19-resources>. The State of Nevada's \$30 million residential rental assistance program is now taking applications. View the press release here: <https://nvhealthresponse.nv.gov/wp-content/uploads/2020/07/Master-30M-residential-rental-assistance-program.pdf>

Q20: Can you ask for a copy of the ESD award letter?

A: You can ask, but you can't force the tenant to produce that documentation if they refuse.

Q21: We took over a property that has no lease, no contact, and not paying any rent. The owner had an agreement to allow her kid to stay at one of the units, he ended the arrangement (the manager's decision) months ago and her son will not respond to me. No one will give me his contact. Can I evict as a hold over? I do not know the process to take.

A: This sounds like a tenancy at will, which is not defined by statute or code, but rather by common law, and is traditionally defined as an agreement which can be terminated at any time by either tenant or the owner, without a contract or lease and usually does not specify duration or payment. The example provided during the webinar was a girlfriend who moves in with her boyfriend. New summary eviction actions for a tenant at will, pursuant to NRS 40.251(1)(a)(3), can begin August 1st.

Q22: I am under the impression "no one is supposed to enter a tenant occupied property unless it is an emergency" is that true or can I have a repair person enter a property, for example to install an evaporative cooler?

A: NRS 118A.290 (1) requires the landlord maintain habitability of the unit at all times, further under subsection (i) "[v]entilating, air-conditioning and other facilities and appliances, including elevators, must be maintained in good repair if supplied or required to be supplied by the landlord." With that said, it is likely the tenant will want the emergency repair made so they can enjoy a habitable environment, so consent for emergency repairs is unlikely to be an issue. In that instance, after reasonable notice is given, and as a best practice, after the property manager or landlord obtains uncoerced written consent, those entering must wear masks, limit access to just the necessary person(s) i.e., the licensed repair person, and follow all CDC guidelines and sanitation protocols. If the landlord wants to perform just a routine inspection as permitted by the lease, it's important to respect the tenant and not coerce access. If the tenant is uncooperative, the landlord should back off and find other ways to virtually meet their needs by working with a cooperative tenant, like asking the tenant if they would be open to doing a periodic walk-thru inspection via virtual means like FaceTime, or providing photos and other virtual assurances that the premises is being maintained per the lease terms.



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