



Eviction Moratorium- Governor's Directive on Phased Lifting

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Last Thursday, Nevada Governor Steve Sisolak announced a phased lifting of the eviction moratorium.

Along with the directive, the Attorney General's Office has released [guidance for commercial properties](#), [guidance for residential landlords](#), [guidance for tenants](#) and also [general guidance for landlords and tenants](#). The AG's Office also released a [reference chart](#) that clearly marks where each type of eviction can begin.

Part of the eviction guidance package includes a [Lease Addendum and Promissory note](#) for residential rental arrearages. This form is voluntary but strongly encouraged because it establishes a payment plan for unpaid rent. We are encouraging property managers and landlords to work with their tenants based on their financial position. We want open and honest discussions as the parties navigate what tenant is realistically going to be able to pay and in what pay period. For many, they were able to collect unemployment and are now back to work. Entering into a payment plan is in the best interests of both the landlord and tenant. Tenant can understand what they truly owe, without late fees and landlords understand what they can expect and on what date.

Here are a few of the most frequently asked questions we have received in the days since the Governor's announcement. Keep an eye out in the coming days and for our upcoming e-news articles and webinars or contact us at infoline@nvrealtors.org.

Q. When can I begin charging late fees or imposing other penalties for nonpayment of rent?

A: Starting September 1, 2020, you can begin charging late fees or imposing other penalties for any non-payment under the terms of the lease or rental agreement. However, you are prohibited from charging late fees or imposing other penalties for nonpayment of rent during the time 008 was in effect (from March 30, 2020 through August 31, 2020). Take time and read through the Directive so you can see this timeline.

Q. I entered into the Lease Addendum and Promissory Note with my tenant. The tenant did not pay one of the scheduled ARREARS payments as required by the Lease Addendum. What happens next?

A: You have the option of initiating an eviction action under Nevada Law, pursuing a monetary judgment for the balance of the remaining amount due in accordance with the agreement, or both. You can do so as soon as the tenant fails to make an arrearage installment payment under the Lease Addendum and Promissory note according to the terms of that agreement. This is not



a remedy for the non-payment of “rent.” **For example-** Tenant agrees to pay \$200 a month in arrears starting August 1st. Tenant pays August 1st rent, but fails to pay and notify you that they cannot make the arrears payment for that month. Landlord may proceed with a five-day notice to cure the breach of the covenant for failure to pay arrears. If tenant fails to respond or cure breach by paying the \$200, landlord may proceed with an eviction action as discussed above.

Q. I filed an eviction action against my tenant before Directive 008 went into effect. What happens to that case?

A: It depends on whether or not the tenant filed an answer, and we recommend you consult with an attorney for legal advice regarding your rights under Directive 025. However, we strongly encourage you to enter into the Lease Addendum and Promissory Note. For the most part actions eviction actions will have to get refiled, with limited exception.

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