



Frequently Asked Questions: NVR Eviction Moratorium Webinar on Thursday, July 1st, 2020 at 1:00 PM PT

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Nevada REALTORS® (NVR) hosted a webinar on the eviction moratorium to clarify the overwhelming number of burning questions from its members. The webinar was recorded and [can be viewed here](#). As promised, we address the following questions which were sent in to the panelist via the chat message feature during the webinar. Stay tuned for information on NVR's next Eviction Moratorium webinar scheduled for July 14th at 10 a.m.

Q: Can we send tenants “contractual notices”? Does a contractual notice need to be served by a process server like all other notices? Is there a legal form?

A: You can send notices you would normally provide the tenant under the contract (e.g. non-renewal of lease). The contractual notice is essentially an unofficial notice, meaning you would send it directly to the tenant and would not use a process server because it is not starting the formal eviction process. The best practice would be to not use the legal notice forms provided by the court's self-help centers, but to prepare a letter citing the relevant areas of the contract to which you are acting upon and have authority. Upon a tenant's failure to comply with the informal notice, official enforcement would be subject to the dates the specific summary eviction is permitted, for example, continued possession after expiration of lease term would be permitted August 1st. [See reference chart here.](#)

Q: If we enter into the payment plan with the approved addendum and the tenant defaults after September 1st, would we still have to use the 5 day or could we do a 7 day pay or quit?

A: Section D. of the [Lease Addendum/Promissory Note](#), provides the 5-day notice process which should be reviewed in its entirety to ensure the process is properly carried out. It is important to keep the amount owed in arrears separate and distinct from the current month's rent. If a landlord wants to initiate an eviction action based on the tenant's failure to make an arrearage payment the 5-day notice would be proper. If, rather, the tenant fails to pay that month's rent then the 7-day notice would be proper.

Q: Also it seems a 30-day no cause notice could be posted August 1, then Unlawful Detainer September 1?

A: No, the 30-day no cause formally starts the eviction process and cannot be officially served until September 1st.

Q: What about a tenant whose lease ended April 30 but was put on a month-to-month due to uncertainty at the time. Do we have to wait until September 1 to file a 30-day no cause?



A: First, the Landlord/Property Manager needs to ensure they have provided the tenant with notice of intent to terminate the month-to-month arrangement. Then, per the [Guidance for Landlords, Question 5](#), states you can summarily evict starting August 1st.

Q: When counting days, what Counties have restricted judicial days that need to be taken into consideration?

A: So far only Clark County has restricted judicial days.

Q: How are squatters handled through all of this?

A: The Directive does not cover squatters. Courts have been and continue to process evictions of true squatter cases. The Nevada Revised Statutes define squatters in Chapter 205, Section 0817:

NRS 205.0817 Unlawful occupancy; penalty.

1. A person who takes up residence in an uninhabited or vacant dwelling and knows or has reason to believe that such residency is without permission of the owner of the dwelling or an authorized representative of the owner is guilty of unlawful occupancy.

2. A person is presumed to know that the residency described in subsection 1 is without the permission of the owner of the dwelling or an authorized representative of the owner unless the person provides a written rental agreement that:

(a) Is notarized or is signed by an authorized agent of the owner who at the time of signing holds a permit to engage in property management pursuant to [chapter 645](#) of NRS; and

(b) Includes the current address and telephone number of the owner or his or her authorized representative.

3. A person convicted of unlawful occupancy is guilty of a gross misdemeanor. A person convicted of unlawful occupancy and who has been convicted three or more times of unlawful occupancy is guilty of a category D felony and shall be punished as provided in [NRS 193.130](#).

4. A person who is accused of unlawful occupancy pursuant to subsection 1 and has previously been convicted two times of housebreaking, unlawful occupancy or any lesser included or related offense, or any combination thereof, arising from the same set of facts is presumed to have obtained residency of the dwelling with the knowledge that:

(a) Any asserted lease is invalid; and

(b) Neither the owner nor an authorized representative of the owner permitted the residency.

(Added to NRS by [2015, 3137](#); A [2017, 2158](#))

Q: Are we able to send nuisance notices pursuant to NRS 40.140? We did serve three of these notices last month. Are we able to proceed, or do we need to wait until August?

A: Per the [Guidance for Landlords, Question 7](#), states you can summarily evict for “nuisance” starting August 1. Any notices you have attempted to serve during the time the Eviction Moratorium has been in place would not be valid, as only emergencies such as illegal or criminal activity were being adjudicated during that time.

Q: Just to be clear. If a past due tenant with an effective lease has entered into a payment arrangement and then defaulted on that payment arrangement we can start evictions on August?

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.



Q: If an eviction is pursued after a tenant's failure to honor repayment agreement, does the owner retain the right to pursue unpaid rents contained in the promissory note post-eviction?

A: Yes, you would take your claim to the appropriate court, for example to small claims court for amounts less than \$10,000.

Q: If we use our own addendum, not the lease addendum/promissory note, that lists the amounts and the dates of payments and the tenant misses one of those payments, can we evict for non-payment of rent?

A: The Lease Addendum/Promissory Note has been approved, whereas using your own addendum would be up to a judge to make those determinations. Don't reinvent the wheel! The best practice is to use the Lease Addendum/Promissory Note provided. Remember entering into the Lease Addendum and Promissory Note for residential arrearages is *voluntary* but strongly encouraged.

Additional Eviction Resources

Nevada AOC, Landlord Tenant Forms:

<https://nvcourts.gov/AOC/Templates/documents.aspx?folderID=10939>

Civil Law Self-Help Center, Evictions:

<https://www.civillawselfhelpcenter.org/self-help/evictions-housing/evictions>

Clark County, Understanding the Eviction Process:

<https://www.clarkcountynv.gov/constable/lasvegas/Pages/EvictionProcess.aspx>

Washoe County, Evictions:

<https://www.washoecounty.us/rjc/divisions/civil/services/evictions/index.php>

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