

LEASE REQUIREMENTS AND TERMINATION

Your Rights as a Tenant: A Fact Sheet from Nevada Legal Services, Inc.

What is required to be in a lease agreement?

Any written rental agreement must be signed by the landlord (or his or her agent) and the tenant (or his or her agent). The landlord has to provide a copy of the lease agreement free of charge to the tenant at the time the agreement is signed by the parties. Tenants can also request a copy of the lease afterwards which must be provided within a reasonable time but may include a fee.

A lease agreement is required to contain specific information as laid out in NRS 118A.200. This includes the length of the agreement, amount of rent and how to pay, the services included with the rental, any fees that are required and their purpose, the deposits required, inspection by the landlord, a listing/number of persons who will be living in the dwelling, responsibility for utility charges, signed record of the condition of the unit, the prohibition against nuisances and how to report nuisances or a violation of building, safety or health codes.

If you do not have a written lease agreement, Nevada law still presumes that there are no restrictions on occupancy by children or pets, maintenance and waste removal services are provided without charge, no charges for partial or late payment or for dishonored checks, and, other than normal wear, the premises will be returned in the same condition as when the tenancy began.

Can my landlord make rules and regulations not contained in the lease agreement?

A landlord has the right to make rules and regulations which tenants must follow. The rules a landlord makes must be fair and used to protect the condition of the property. The rules must fairly apply to all tenants and the landlord must notify tenants of the rules and regulations. Rules and regulations cannot affect rent, utilities, or other charges. For tenants with pets, a landlord cannot adopt a no-pet policy until the end of the lease agreement.

Can my landlord raise my rent?

Landlords can only modify the terms of the written rental agreement by mutual written agreement. After the lease expires, or if your lease is month to month or week to week, your landlord can raise the rent, but only with 60 days advance notice.

Do I have to allow my landlord access to the property?

Yes, tenants cannot unreasonably withhold consent for landlord to access the property to inspect the premises, make necessary or agreed upon repairs or improvements or supply necessary or agreed upon services, or show the unit to prospective purchasers. Landlords may only enter without consent of the tenant in cases of emergency. Landlords cannot abuse the right of access and must provide 24 hour notice of the intent to enter the premises.



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www.nevadalegalservices.org

Resources

You can access additional information and forms on the NLS website at nlslaw.net.

For additional information and resources in Southern Nevada:
civillawselfhelpcenter.org.

For general forms, including fee waivers statewide:
selfhelp.nvcourts.gov.

How can I terminate my lease?

You may always terminate your lease if your lease contract period has ended by following the requirements of the lease. Usually the requirement is a 30 day notice if you have a term lease or a month to month lease.

You may terminate your lease if your landlord has not followed his or her obligation to deliver the property in a habitable condition to you or has not delivered the property to you at all after you sign the lease.

The main ways a tenant may terminate his or her lease include:

- If the landlord does not comply with the rental agreement.
- If a tenant, a co-tenant or other member of the household have been or are currently a victim of domestic violence, harassment, sexual assault, or stalking (NRS 118A.340); OR
- If a tenant has a physical disability, mental disability, or died (NRS 118A. 345).

Can I terminate my lease if my landlord does not comply with the rental agreement?

In some cases, yes. If the landlord violates the rental agreement, you may give your landlord notice that they are not complying with the lease and demand that the landlord remedy the lease violation within 14 days. If the landlord does not fix the problem within 14 days or cannot fix the problem within 14 days, you are able to lawfully terminate your lease. Other conditions which you may use to terminate your lease are: if the property is not in habitable condition or if the landlord has not provided services which were guaranteed in the lease. See NRS 118A.350.

How do I terminate my lease due to domestic violence, harassment, sexual assault or stalking?

If a tenant, co-tenant, or other member of the household is experiencing domestic violence, harassment, sexual assault, or stalking that person must give the landlord written notice that they intend to vacate the property. The notice can be 30 days or shorter if the rental period will end before then. With the thirty day notice a tenant, co-tenant, or household member who intends to terminate the lease must provide a description for the reason for the termination and documentation of the domestic violence, harassment, sexual assault, or stalking. This documentation includes: a copy of a police report, an order of protection from a court, or an affidavit from a qualified party describing the circumstances. The tenant is not liable for any rent owed and is relieved of further obligation under the lease agreement once the tenant vacates and the notice period expires. NRS 118A.345.

How do I terminate my lease based on physical disability, mental disability or death?

If you are at least 60 years old or suffering from a physical or mental disability, you may terminate the lease and relocate because of a need for care or treatment that cannot be provided in the dwelling. If one of the above situations occurs, that tenant must provide the landlord with 30 days written notice within 60 days of the date of relocation. This means that after a tenant has moved out of a property they have 60 days from that day to give the landlord the 30 day notice. This also applies to co-tenants. NRS 118A.340.

TENANTS' RIGHTS CENTERS

Nevada Legal Services offers 2 Tenants' Rights Centers—one in our Las Vegas office and one in Reno. Please feel free to contact either Center for further assistance and information if you are a tenant facing eviction or other housing issues:

Las Vegas TRC: (702) 383-6095

Reno TRC: (775) 284-3491 x. 316 or email to renotrc@nlslaw.net.