

SECURITY DEPOSIT

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

What is Nevada security deposit law?

In Nevada, landlords must return a tenant's **security deposit** or surety, minus any legal deductions, to the tenant within 30 days of lease termination. If any deductions have been made, the landlord is required to include an itemized list of deductions. Your money or surety bond can be used by the landlord to pay for the following costs after you move out:

- Remedy any default of the tenant in the payment of rent.
- Repair damages to the premises other than normal wear and tear.
- Clean the dwelling unit.

What about a cleaning fee?

A cleaning fee is not a security deposit. Landlords can charge a separate nonrefundable cleaning deposit. However, your rental agreement must specifically say this amount is to be used as a cleaning fee and should be used for cleaning fees first, before any deductions to your security deposit.

How much can a landlord charge as security deposit?

Nevada places a limit on the amount a landlord can charge for a security deposit. The maximum amount will differ, depending on the type of rental property they own:

- **Private housing:** A maximum of three months' rent.
- **Public housing:** A maximum of one month's rent.
- **Section 8 Project-Based Housing:** A maximum of one month's rent or \$50, whichever is more.

When can a landlord keep all or part of the security deposit?

- **Cleaning:** The Landlord can charge a reasonable cleaning fee but can be mitigated by showing necessity (i.e. tenant paid for a cleaning service prior to moving out)
- **Damages:** The damages must be beyond ordinary wear and tear that you, household members, or guests cause.
- **Unpaid rent or other charges:** If you owe past due rent, the landlord can deduct this from your security deposit.

What is "normal wear"?

"Normal wear" is deterioration that occurs to the unit without negligence, carelessness, or abuse of the unit by the tenant, a member of the tenant's household, or any other person on the property with the tenant's consent. (NRS 118A.110)



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Issues in Tribal Court, please contact the Reno office

Call 711 for relay services

SELF-HELP LEGAL KIOSKS

Free self-help legal forms and resources are available at Legal Kiosks located in 28 libraries throughout the Nevada.

To find a Legal Kiosk near you, visit:

LegalKiosks.com/Projects/Nevada

Resources

You can access additional information and forms on the NLS website at nevadalegalservices.org.

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

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

What if the landlord refuses to prepay the deposit?

If the landlord fails to return the security deposit or provide an itemized accounting within 30 days after you move out, you can sue for the return of the deposit. The court can award statutory damages of an amount equal to your deposit. In deciding whether to award damages, the judge will consider:

- Whether the landlord acted in good faith;
- The course of conduct between the landlord and the tenant;
- The degree of harm to the tenant caused by the landlord's conduct. (NRS 118A.242(4)).

What if I disagree with the landlord's charges?

If you disagree with the charges listed in the accounting, you should dispute the charges in writing within 30 days of your receipt of the landlord's accounting (if you timely respond then the landlord may not report you to credit agencies until he has obtained a judgment against you).

You can sue in Small Claims Court for the amount you believe you are owed for your security deposit. When any amount is deducted from your deposit, you have two argu-

ments:

- (1) The deductions were not warranted under the law due to normal wear and tear;
- (2) The costs were unreasonable, if repairs were warranted, the amount is excessive and unreasonable.

It is **extremely** important that you document the condition of the unit both on move in and move out to best protect yourself in the event your landlord does not return your deposit or charges you for damages you did not cause. You should take pictures of the unit before you move and after you move out. Be present at all walkthrough inspections of the unit.

What should a public housing tenant do about a dispute with a security deposit?

If you have moved and dispute any charges deducted from your deposit, you will have to file a small claims action to recover your money. If damages are more than your deposit, the Public Housing Authority (PHA) may take any action available under law to collect the deposit. If you do not dispute the amount or ignore the bill, it will remain on record that you owe the amount billed. This may jeopardize your ability to get subsidized housing in the future.

What if I have a Section 8 voucher?

Your deposit is paid to the private landlord. The PHA will generally not provide payment of the security deposit on behalf of the tenant. In the event the PHA does pay your security deposit on your behalf, you would need to reimburse the PHA for the payment.

Non-refundable deposit?

The only non-refundable deposit allowed under Nevada law is for a Cleaning Deposit, which must be reasonable. NRS 118A.242(8). Any other non-refundable deposit is void per public policy.

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