

RULE FOR NRS 118A

Rent Deposits Relating to Claims of Uninhabitability

- A. In an eviction action, if the tenant raises a claim of uninhabitability relating to his dwelling unit, the tenant may not withhold rent as it becomes due unless the tenant deposits the withheld rent into an escrow account maintained by the North Las Vegas Justice Court. The deposit may be paid by cash, money order, debit card, Master Card, or Visa. Deposits may not be paid by personal check.
- B. If, prior to the hearing on the eviction action, the tenant fails to make the deposit(s) required by subsection (A), the tenant shall be barred from raising an uninhabitability defense before the justice of the peace in the eviction action.
- C. Prior to the hearing on the eviction action, the landlord may file a written Opposition which explains why the tenant is not entitled to withhold rent.
- D. When the eviction action proceeds to a hearing, the Court may order:
- (1) The withheld rent to be returned to the tenant;
 - (2) The withheld rent to be forwarded to the landlord; or
 - (3) Any distribution of the withheld rent that is just and equitable under the circumstances.
- E. A tenant may not withhold rent relating to a claim of uninhabitability:
- (1) For a condition caused by his own deliberate or negligent act or omission or that of a member of his household or other person on the premises with his consent;
 - (2) If the landlord's inability to adequately remedy the uninhabitability issue or use his best efforts to remedy the issue is due to the tenant's refusal to allow lawful access to the dwelling unit as required by the rental agreement or by law;
 - (3) If the tenant has not provided prior notice to the landlord as required by law; or
 - (4) If the tenant is not current in the payment of rent at the time of giving initial notice to the landlord.
- F. As used in this section, unless the context otherwise requires:
- (1) "Dwelling unit" means a structure or the part of a structure that is occupied as, or designed or intended for occupancy as, a residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
 - (2) "Eviction action" means:
 - (a) A summary eviction action pursuant to NRS 40.253 or NRS 40.254; or
 - (b) A formal civil eviction pursuant to NRS 40.290 to 40.420, inclusive.
 - (3) "Uninhabitability" means a condition of the dwelling unit which violates provisions of housing or health codes concerning the health, safety, sanitation or fitness for habitation of the dwelling unit. "Uninhabitability" also means a substantial lack of:
 - (a) Effective waterproofing and weather protection of the roof and exterior walls, including windows and doors.

- (b) Plumbing facilities which conformed to applicable law when installed and which are maintained in good working order.
- (c) A water supply approved under applicable law, which is:
 - (1) Under the control of the tenant or landlord and is capable of producing hot and cold running water;
 - (2) Furnished to appropriate fixtures; and
 - (3) Connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the landlord.
- (d) Adequate heating facilities which conformed to applicable law when installed and are maintained in good working order.
- (e) Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
- (f) An adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the commencement of the tenancy.
- (g) Building, grounds, appurtenances and all other areas under the landlord's control at the time of the commencement of the tenancy in every part clean, sanitary and reasonably free from all accumulations of debris, filth, rubbish, garbage, rodents, insects and vermin.
- (h) Floors, walls, ceilings, stairways and railings maintained in good repair.
- (i) Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord.