



**NEVADA
HEALTH
RESPONSE**



Guidance for Landlords under Directive 025 - FAQs

On June 25, 2020, Nevada Governor Steve Sisolak entered a [Declaration of Emergency Directive 025](#), which lifts the statewide moratorium on evictions and foreclosures during the State of Emergency in phases. This guidance for landlords is intended to help explain Directive 025 unless otherwise prohibited by federal law.

1. Is the Lease Addendum and Promissory Note voluntary?

A: Entering into the Lease Addendum and Promissory Note for residential Rental Arrearages is voluntary but strongly encouraged because it can establish a payment plan for unpaid rent.

2. I entered into the Lease Addendum and Promissory Note with my tenant. The tenant did not pay one of the scheduled 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.

3. 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 you 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.

4. What are the eligibility requirements to enter into the Lease Addendum and Promissory Note for Rental Arrearages with my tenant Due to COVID-19?

A: It is voluntary and all tenants and landlords are eligible. You and your tenant are strongly encouraged to negotiate and enter into a Lease Addendum and Promissory Note.

5. When can I evict my tenant if he/she is still in the rental property and his/her lease has expired?

A: You can summarily evict your tenant if he/she is still in the rental property and his/her lease has expired starting August 1, 2020. You cannot use this eviction as a pretext to evict your tenant for nonpayment of rent that became due since Directive 008 went into effect, which can be done starting September 1, 2020.

6. When can I evict my tenant if he/she is a tenant at will?

A: You can summarily evict your tenant if he/she is tenant at will starting August 1, 2020. You cannot try to use this eviction as a pretext to evict your tenant for nonpayment of rent that became due since Directive 008 went into effect, which can be done starting September 1, 2020.

7. When can I evict my tenant if he/she is committing what is known as a “nuisance”?

A: You can summarily evict your tenant if he/she is committing a “nuisance” under Nevada law starting August 1, 2020.

If you are a landlord or tenant experiencing any difficulty with this Directive, please file a complaint with the Nevada Attorney General's Office at ag.nv.gov

8. When can I foreclose on a residential mortgage?

A: You can begin foreclosure proceedings on September 1, 2020.

9. When can I evict for nonpayment of rent?

A: You can summarily evict your tenant for non-payment of rent beginning September 1, 2020. We strongly encourage you to enter into a Lease Addendum and Promissory Note well before then.

10. Do I have to allocate the money my tenant gave me to current rent or past due rent first?

A: No. However, we strongly encourage you to enter into a Lease Addendum and Promissory Note and allocate rent according to the terms of the agreement.

11. What if my tenant is up to date on rental payments, but fails to make a payment that he/she agreed to under the Lease Addendum and Promissory Note?

A: If your tenant fails to make a payment according to the terms in the Lease Addendum and Promissory Note, you can still proceed with the remedies listed in the Lease Addendum and Promissory Note.

12. 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).

13. I began a summary eviction action against my tenant prior to March 30, 2020, and the tenant filed an answer. What happens now?

A: Starting August 1, 2020, the court may continue adjudicating your case if the summary eviction action was because of one of the following reasons:

- Your tenant is still in the rental property and his/her lease expired (NRS 40.250);
- Your tenant is a tenant at will (NRS 40.251(1)(a)(3));
- You alleged your tenant assigned or sublet your property in violation of the lease agreement, or committed waste, unlawful business practices, nuisance, or violated controlled substance laws (NRS 40.2514); and
- You alleged your tenant violated the lease agreement (NRS 40.2516).

14. I brought an unlawful detainer action, or “formal eviction,” against my tenant prior to March 30, 2020. What happens now?

A: Even if your tenant did not file an answer, starting July 1, 2020, the court can continue adjudicating your unlawful detainer action only if the reason for eviction was because the property was sold or foreclosed (NRS 40.255(1)-(4)).

15. When will the moratorium end for those staying at hotels, inns, motels, motor courts, boardinghouses or lodging houses?

A: For those staying in transient lodging (hotels, inns, motels, motor courts, boarding houses or lodging houses), eviction or other appropriate removal proceedings may begin on June 25, 2020.

16. When will Directive 025 and Directive 008 completely terminate?

A: Directive 025 and Directive 008 will terminate in its entirety on August 31, 2020 at 11:59pm.

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