



**NEVADA
HEALTH
RESPONSE**



Guidance for Tenants 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 tenants is intended to help explain Directive 025 unless otherwise prohibited by federal law.

1. If I do not enter into the Lease Addendum and Promissory Note with my landlord, what will happen?

A: The Lease Addendum and Promissory Note cures your rental arrearages through a repayment plan for a periodic payment amount you negotiate with your landlord. We strongly encourage you to use the Lease Addendum and Promissory Note as your written agreement to pay back the unpaid rent to your landlord. Should you fail to cure your arrearages, the landlord can proceed with eviction within the time frames permitted by the Directive. Further, if your arrearages are not cured, you risk an eviction which stays on your record and impacts credit and opportunities to rent in the future.

2. My landlord will only allow me to pay an amount that I cannot afford in the Lease Addendum and Promissory Note. What do I do?

A: The Lease Addendum and Promissory Note suggests that each payment be no more than fifteen percent (15%) of your periodic rental payment. If you are being asked to pay an amount you cannot afford on top of your periodic rent payment, then you are encouraged to consult with a legal aid organization in Nevada or private legal counsel in Nevada to explore your options.

3. My lease has expired and I want to move out of my rental property. However, I missed rental payments since Directive 008 went into effect. What should I do?

A: There is nothing stopping you from moving when your lease expires. However, you will still owe the unpaid rent until you pay it back in full. We strongly encourage you to use the Lease Addendum and Promissory Note as your written agreement to pay back the missed rent to your landlord.

4. My lease has not expired. Due to missed payments since Directive 008 went into effect, my relationship with my landlord has become contentious. I still cannot afford rent at this time. What can I do?

A: You can attempt to negotiate a mutually agreeable payment plan using the Lease Addendum and Promissory Note. If you are unable to reach a repayment agreement, we encourage you to speak with a legal aid organization in Nevada or private legal counsel in Nevada to explore your options. You are also encouraged to apply for rental assistance programs.

5. When can I get evicted if I am still in the rental property and my lease has expired?

A: The landlord can begin the summary eviction process starting August 1, 2020, if you are still in the rental property and your lease has expired. Your landlord cannot try to use this eviction as an excuse to evict you for nonpayment of rent that became due since Directive 008 went into effect.

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

6. **When can I get evicted if my landlord alleges I have committed what is known as a “nuisance”?**

A: You can be summarily evicted for committing a “nuisance” under Nevada law starting August 1, 2020.

7. **When can I get evicted for nonpayment of rent?**

A: You can be summarily evicted for non-payment of rent beginning September 1, 2020. We strongly encourage you to enter into a Lease Addendum and Promissory Note.

8. **What if I stay up to date on my monthly rent, but fail to make a payment that I agreed to under the Lease Addendum and Promissory Note?**

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

9. **When can my landlord begin charging late fees or imposing other penalties for nonpayment of rent?**

A: Starting September 1, 2020, your landlord can begin charging you late fees or imposing other penalties for any nonpayment under the terms of your lease or rental agreement. However, your landlord is prohibited from retroactively charging late fees or imposing other penalties for nonpayment of rent during the time Directive 008 was in effect (from March 30, 2020 through August 31, 2020).

10. **My landlord began a summary eviction action prior to March 30, 2020 and I 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:

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

11. **My landlord brought an unlawful detainer action, or “formal eviction,” against me prior to March 30, 2020. What happens now?**

A: Even if you 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)).

12. **When will the moratorium end for those staying at a 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), appropriate removal actions may begin June 25, 2020.

13. **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.

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