

CHAPTER 118B - LANDLORD AND TENANT: MANUFACTURED HOME PARKS

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GENERAL PROVISIONS

SECTION 118B.010 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in [SECTION 118B.011](#) to [118B.0195](#), inclusive, have the meanings ascribed to them in those sections.

SECTION 118B.0111 “Appurtenance” defined. “Appurtenance” means a structure, installation, facility, amenity or other improvement that is appurtenant to or benefits one or more manufactured homes, but is not a part of the manufactured home. The term includes, without limitation, skirting, ramps, cabanas, carports, porches, awnings, sheds and other structures, installations, facilities and amenities associated with or benefiting one or more manufactured homes.

SECTION 118B.0113 “Capital improvement” defined. “Capital improvement” means an addition or betterment made to a manufactured home park that:

1. Consists of more than the repair or replacement of an existing facility;
2. Is required by law to be amortized over its useful life for the purposes of income tax; and
3. Has a useful life of 5 years or more.

SECTION 118B.0115 “Change” defined. A “change” of a rental agreement includes the renewal of a rental agreement and a new rental agreement.

SECTION 118B.012 “Division” defined. “Division” means the Manufactured Housing Division of the Department of Business and Industry.

SECTION 118B.014 “Landlord” defined. “Landlord” means the owner or lessor of a manufactured home lot and the owner or lessor of a manufactured home park.

SECTION 118B.0145 “Manager” defined. “Manager” means the person in charge or in control of a manufactured home park, whether or not he is the owner or employed by the owner. The term includes any company chosen by the landlord to administer or supervise the affairs of the manufactured home park.

SECTION 118B.015 “Manufactured home” defined. “Manufactured home” means a vehicular structure without independent motive power, built on a chassis or frame, which is:

1. Designed to be used with or without a permanent foundation;
2. Capable of being drawn by a motor vehicle; and
3. Used as and suitable for year-round occupancy as a residence, when connected to utilities, by one person who maintains a household or by two or more persons who maintain a common household.

↳ The term specifically includes, without limitation, a mobile home that does not comply with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. §§ 5401 et seq.

SECTION 118B.016 “Manufactured home lot” or “lot” defined. “Manufactured home lot” or “lot” means a portion of land within a manufactured home park which is rented or held out for rent to accommodate:

1. A manufactured home; or
2. A recreational vehicle for 3 months or more.

SECTION 118B.017 “Manufactured home park” or “park” defined. “Manufactured home park” or “park” means an area or tract of land where two or more manufactured homes or manufactured home lots are rented or held out for rent. The terms do not include an area or tract of land where:

1. More than half of the lots are rented overnight or for less than 3 months for recreational vehicles.
2. Manufactured homes are used occasionally for recreational purposes and not as permanent residences.

SECTION 118B.018 “Recreational vehicle” defined. “Recreational vehicle” means a vehicular structure primarily designed as temporary living quarters for travel, recreational or camping use, which may be self-propelled or mounted upon or drawn by a motor vehicle.

SECTION 118B.0185 “Tenant” defined. “Tenant” means the owner of a manufactured home which is located on a manufactured home lot in a manufactured home park.

SECTION 118B.019 “Terms of a rental agreement” defined. “Terms of a rental agreement” include:

1. The amount of rent;
2. All services and utilities provided to the tenant; and
3. Any rules and regulations adopted by the landlord.

SECTION 118B.0195 “Utility” defined. “Utility” includes:

1. A public utility which provides:
 - (a) Electricity;
 - (b) Natural gas;
 - (c) Liquefied petroleum gas;
 - (d) Sewer services;
 - (e) Garbage collection; or
 - (f) Water.
2. A video service provider which provides video service pursuant to [chapter 711](#) of the Nevada Revised Statutes.

SECTION 118B.020 Applicability. The provisions of this chapter do not apply to:

1. Manufactured home parks operated by public housing authorities and established pursuant to the United States Housing Act of 1937, as amended (now 42 U.S.C. §§ 1437 et seq.).
2. Any lot in a manufactured home park which is rented or held out for rent overnight or for less than 3 months.
3. Any recreational vehicle located on a lot described in subsection 2.
4. Any lot in a manufactured home park or manufactured home on such a lot which is used occasionally for recreational purposes and not as a permanent residence.

SECTION 118B.030 Notice. If any provision of this chapter requires that notice be given but does not specify the manner in which it must be given, notice must be given either by personal service or by first-class mail.

SECTION 118B.035 Approval of landlord to be in writing. If a code requires that a tenant obtain the approval of the landlord on a particular matter and the landlord gives his approval, he shall do so in writing.

RENTAL AGREEMENTS; DEPOSITS

SECTION 118B.040 Rental agreements: Landlord to provide prospective tenant with copy of agreement and other residency documents before payment of application fee; landlord to provide signed copy of agreement to tenant; provisions required to be included in agreement.

1. Before requiring or accepting payment of any application fee, a landlord shall give to a prospective tenant who may rent or lease a manufactured home lot:
 - (a) A copy of the rental agreement or lease;
 - (b) A copy of the rules and regulations governing the manufactured home park;
 - (c) Any notices of the sale, closure or conversion of the manufactured home park that must be provided to tenants pursuant to the provisions of this chapter;
 - (d) The criteria used by the manufactured home park in deciding whether to accept an applicant;
 - (e) A list of every increase in rent during the last 5 years for the manufactured home lot;
 - (f) The maintenance responsibilities of the landlord pursuant to [SECTION 118B.090](#); and
 - (g) Any other residency documents.

2. A rental agreement or lease between a landlord and tenant to rent or lease any manufactured home lot must be in writing. The landlord shall give the tenant a copy of the agreement or lease at the time the tenant signs it.

3. A rental agreement or lease must contain, but is not limited to, provisions relating to:

(a) The duration of the agreement or lease.

(b) The amount of rent, the manner and time of its payment and the amount of any charges for late payment and dishonored checks.

(c) Restrictions on occupancy by children or pets.

(d) Services and utilities included with the rental of a lot and the responsibility of maintaining or paying for them, including the charge, if any, for cleaning the lots.

(e) Deposits which may be required and the conditions for their refund.

(f) Maintenance which the tenant is required to perform and any appurtenances he is required to provide.

(g) The name and address of the owner of the manufactured home park and his authorized agent.

(h) Any restrictions on subletting.

(i) Any recreational facilities and other amenities provided to the tenant and any deposits or fees required for their use.

(j) Any restriction of the park to older persons pursuant to federal law.

(k) The dimensions of the manufactured home lot of the tenant.

(l) A summary of the provisions of [SECTION 202.470](#) of the Nevada Revised Statutes.

(m) Information regarding the procedure pursuant to which a tenant may report to the appropriate authorities:

(1) A nuisance.

(2) A violation of a building, safety or health code or regulation.

(n) Information regarding the right of the tenant to engage in the display of the flag of the United States, as set forth in [SECTION 118B.143](#).

(o) The amount to be charged each month to the tenant to reimburse the landlord for the cost of a capital improvement to the manufactured home park. Such an amount must be stated separately and include the length of time the charge will be collected and the total amount to be recovered by the landlord from all tenants in the manufactured home park.

(p) Any other fees to be charged to the tenant in addition to the base rent.

SECTION 118B.045 Rental agreements: Additional provisions required to be included in certain agreements. If a person owns a manufactured home on a manufactured home lot and the person, either directly or through an agent, leases the manufactured home to another person, the rental agreement or lease must include, in addition to any other information required by law, the following information:

1. The name and address of the person who owns the manufactured home;
2. The year the manufactured home was manufactured;
3. The year the manufactured home was moved into the manufactured home park;
4. The year the person acquired the manufactured home; and
5. The date of each inspection of the manufactured home.

SECTION 118B.050 Rental agreements: Void provisions. Any provision in a rental agreement or lease for a manufactured home lot which provides that the tenant:

1. Agrees to waive or forego any rights or remedies afforded by this chapter;
2. Authorizes any person to confess judgment on any claim arising out of the rental agreement;
3. Agrees to pay the landlord's attorney's fees or costs, or both, except that the agreement may provide that attorney's fees may be awarded to the prevailing party in the event of court action;
4. Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or costs connected therewith, if the liability is based upon an act or omission of the landlord or any agent or employee of the landlord;
5. Agrees to a period within which he will give notice to the landlord of the termination of his tenancy which is longer than the term of the lease; or

6. Agrees to pay any additional charge for children or pets, unless the landlord provides a special service regarding children or pets,
↳ is void. A tenant may recover his actual damages resulting from the enforcement of such a provision.

SECTION 118B.060 Deposits.

1. Any payment, deposit, fee or other charge which is required by the landlord in addition to periodic rent, utility charges or service fees and is collected as prepaid rent or a sum to compensate for any tenant default is a “deposit” governed by the provisions of this section.

2. The landlord shall maintain a separate record of the deposits.

3. Except as otherwise provided in subsection 4:

(a) All deposits are refundable, and upon termination of the tenancy, or if the deposit is collected as a sum to compensate for a tenant default, not more than 5 years after the landlord receives the deposit, the landlord may claim from a deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent, utility charges or service fees and to repair damage to the park caused by the tenant. The landlord shall provide the tenant with an itemized written accounting of the disposition of the deposit.

(b) Any refund must be sent to the tenant within 21 days after the tenancy is terminated.

4. Each deposit collected as a sum to compensate for a tenant default must be refunded to the tenant not more than 5 years after the landlord receives the deposit or upon the termination of the tenancy, whichever is earlier. The refund must include interest on the amount of the deposit at the rate required by this subsection, compounded annually, for the entire period during which the deposit was held by the landlord. For the purposes of this subsection, the rate of interest must be equal to the average of the prevailing rates of interest for deposits.

5. Upon termination of the landlord’s interest in the manufactured home park, the landlord shall transfer to his successor in interest that portion of the deposit remaining after making any deductions allowed pursuant to this section or refund that portion to the tenant.

6. If the former landlord fails to transfer that portion of the deposit remaining to the successor in interest or refund it to the tenant at the time the successor in interest takes possession, the successor becomes jointly and severally liable with the former landlord for refunding to the tenant that portion of the deposit to which he is entitled.

7. If the former landlord fails to transfer or refund the deposit, the tenant may not be required to pay another deposit until the successor in interest refunds the deposit to the tenant or provides him with an itemized written accounting of the statutorily authorized disposition of the deposit.

8. The claim of the tenant to any deposit to which he is entitled by law takes precedence over the claim of any creditor of the landlord.

RIGHTS AND OBLIGATIONS OF LANDLORDS AND TENANTS

SECTION 118B.065 Landlord to disclose relevant zoning designations before tenant signs initial rental agreement. Before a tenant signs an initial rental agreement for a manufactured home lot, the landlord shall, by separate written document, disclose to him the zoning designations adopted pursuant to [chapter 278](#) of the Nevada Revised Statutes for the manufactured home lot to be rented and for each parcel of land adjoining the manufactured home park.

SECTION 118B.067 Obligations of landlord and tenant concerning placement, set up and installation of manufactured home.

1. If a landlord approves the placement of a manufactured home on a lot in a park and it is determined after the home is placed on the lot that the placement of the home does not comply with the requirements of the local ordinances relating to that placement, the landlord shall pay the cost to ensure compliance with those requirements.

2. A landlord shall notify any tenant who is bringing a manufactured home which is new to the manufactured home park into the manufactured home park that the provisions of [SECTION 489.311](#) of the Nevada Revised Statutes require that only persons licensed by the State of Nevada as general servicemen

are legally permitted to set up and install a manufactured home. Before the tenant may bring such a manufactured home into the manufactured home park, the tenant must provide to the landlord a copy of the license issued pursuant to [SECTION 489.311](#) of the Nevada Revised Statutes to the person who will be installing the manufactured home.

SECTION 118B.073 Landlord to issue receipt of payment of rent to tenant. Upon payment of the periodic rent by a tenant of a manufactured home park, the landlord of that park shall issue to the tenant a receipt which indicates the amount and the date of the payment. The landlord shall issue the receipt as soon as practicable after payment, but not later than 5 days after he receives payment.

SECTION 118B.075 Landlord of park consisting of 25 or more lots to post and provide to tenant sample rental or lease agreements. If more than one rental agreement or lease is offered to prospective tenants, the landlord of a manufactured home park consisting of 25 or more lots shall:

1. Post in a conspicuous and readily accessible place in the community or recreation facility in the park, at or near the entrance of the park or other common area in the park, a legible sign indicating in bold print and bearing the caption “sample rental or lease agreements.”
2. Under the sign indicating “sample rental or lease agreements,” post a copy of each rental or lease agreement presently offered to prospective tenants.
3. Provide at the request of a prospective tenant or an existing tenant, a copy of any lease or rental agreement required to be posted pursuant to subsection 2.
4. Immediately correct or replace the posted copy of a lease or rental agreement if new provisions are added to the lease or rental agreement or if existing provisions are amended or deleted.
5. Provide a copy of the provisions of this section to a prospective tenant before he signs a rental agreement or lease for a lot.

SECTION 118B.077 Landlord to post report on quality of water supplied to park; test of quality of water.

1. The landlord of a manufactured home park shall post in a conspicuous and readily accessible place in the community or recreational facility in the manufactured home park, at or near the entrance of the manufactured home park or other common area in the manufactured home park, a current report on the quality of the water that is supplied to the manufactured home park.
2. Except as otherwise provided in subsection 3, the report must be obtained from the community water system that is the supplier of water to the manufactured home park. Except as otherwise provided in subsection 4, the landlord shall post the report at least once each year and at such other times as the community water system may provide an updated report to the landlord.
3. If a manufactured home park is not a community water system and does not otherwise obtain water from a community water system, the landlord of the manufactured home park shall annually cause the water that is provided to the tenants of the manufactured home park to be tested in accordance with the standards adopted pursuant to [SECTION 445A.855](#) of the Nevada Revised Statutes. The test must be performed by a laboratory certified by the State Environmental Commission pursuant to [SECTION 445A.863](#) of the Nevada Revised Statutes.
4. Upon receipt of the results of a test performed pursuant to subsection 3, the landlord shall prepare or cause to be prepared a report on the quality of the water that is supplied to the tenants of the manufactured home park. The report must be accurately based upon the results of the test and prepared in accordance with the standards adopted by the State Environmental Commission pursuant to [SECTION 445A.855](#) for similar reports by community water systems. The landlord shall post a copy of the most current report in accordance with subsection 1 and shall deliver a copy of each such report to the State Environmental Commission.
5. As used in this section, “community water system” has the meaning ascribed to it in [SECTION 445A.808](#) of the Nevada Revised Statutes.

SECTION 118B.080 Landlord to disclose certain information regarding owner and manager or assistant manager of park and agent for service of process; landlord to post or provide notice regarding office hours or landlord's availability at park.

1. The landlord shall disclose in writing to each tenant the:
 - (a) Name, address and telephone number of the owner and manager or assistant manager of the manufactured home park; and
 - (b) Name and address of a person authorized to receive service of process for the landlord,
↳ and any change thereof.
2. The information must be furnished in writing to each new tenant on or before the commencement of his tenancy and to each existing tenant.
3. A landlord shall post, or provide to each tenant, the office hours or landlord's availability at the park location.

SECTION 118B.090 Responsibilities of landlord: Maintenance of common areas, facilities, appliances, mail boxes, driveways and sidewalks; snow removal. The landlord shall:

1. Maintain all common areas of the park in a clean and safe condition;
2. Maintain in good working order all electrical, plumbing and sanitary facilities, appliances and recreational facilities which he furnishes;
3. Maintain in a safe and secure location individual mail boxes for the tenants if the mail is delivered to the landlord for distribution to the tenants;
4. Maintain all driveways within the park and sidewalks adjacent to the street; and
5. Remove snow from the sidewalks and streets within the park, and from sidewalks adjacent to the street.

SECTION 118B.095 Landlord to authorize or contract for repairs; contract for emergency repairs; notice; exceptions.

1. The landlord shall authorize each manager and assistant manager to make repairs himself or enter into a contract with a third party for the repairs. If the repairs are subject to the provisions of [SECTION 118B.097](#), the repairs must be made in compliance with the provisions of that section.
2. Except as otherwise provided in subsection 3, the manager shall contract with a third party to provide emergency repairs for the tenants on the occasions when the manager and assistant manager are not physically present in the park. The manager shall notify each tenant of the telephone number of the third party who will make the repairs, and direct the tenants to call him when an emergency repair is needed and the manager and assistant manager are not physically present in the park. The telephone number so provided must be that of the third party directly. The provision of the telephone number of an answering service does not fulfill this requirement. If the manager or assistant manager is present in the park, any request for repairs must be made to him and not the third party.
3. The provisions of subsection 2 do not apply to a manufactured home park that is owned by:
 - (a) A nonprofit organization; or
 - (b) A housing authority,
↳ if the nonprofit organization or housing authority has established an alternative method to provide emergency repairs for tenants in a timely manner.
4. As used in this section, "repairs" means only repairs to the property of the owner of the manufactured home park.

SECTION 118B.097 Licensed person required to perform certain repairs; regulations.

1. If a repair to a manufactured home may affect the structural, electrical, plumbing, drainage, roofing, mechanical or solid fuel burning systems of the home, or requires a permit before the repair may be made, the repair may be performed legally only by a person who is qualified by licensure to perform such a repair, and:
 - (a) A person shall not perform the repair unless he has such qualifications; and

(b) A tenant or a landlord, or his agent or employee, shall not employ a third party to perform the repair if he knows or, in light of all the surrounding facts and circumstances, reasonably should know that the third party does not have such qualifications.

SECTION 118B.100 Rules and regulations of park.

1. The landlord may adopt rules or regulations concerning the tenant's use and occupancy of the manufactured home lot and the grounds, areas and facilities of the manufactured home park held out for the use of tenants generally.

2. All such rules or regulations must be:

(a) Reasonably related to the purpose for which they are adopted;

(b) Sufficiently explicit in their prohibition, direction or limitation to inform the tenant of what he must do or not do for compliance;

(c) Adopted in good faith and not for the purpose of evading any obligation of the landlord arising under the law;

(d) Consistent with the provisions of this chapter and a general plan of operation, construction or improvement, and must not arbitrarily restrict conduct or require any capital improvement by the tenant which is not specified in the rental agreement or unreasonably require a change in any capital improvement made by the tenant and previously approved by the landlord unless the landlord can show that it is in the best interest of the other tenants; and

(e) Uniformly enforced against all tenants in the park, including the managers. Any rule or regulation which is not so uniformly enforced may not be enforced against any tenant.

3. No rule or regulation may be used to impose any additional charge for occupancy of a manufactured home lot or modify the terms of a rental agreement.

4. Except as otherwise provided in subsection 5, a rule or regulation is enforceable against the tenant only if he has notice of it at the time he enters into the rental agreement. A rule or regulation adopted or amended after the tenant enters into the rental agreement is not enforceable unless the tenant consents to it in writing or is given 60 days' notice of it in writing. The landlord may not adopt or amend a rule or regulation of the park unless a meeting of the tenants is held to discuss the proposal and the landlord provides each tenant with notice of the proposal and the date, time and place of the meeting not less than 60 days before the meeting. The notice must include a copy of the proposed adoption or amendment of the rule or regulation. A notice in a periodic publication of the park does not constitute notice for the purposes of this subsection.

5. A rule or regulation pertaining to recreational facilities in the manufactured home park must be in writing to be enforceable.

6. A rule or regulation adopted or amended in compliance with the provisions of this section supersedes any previously existing rule or regulation that conflicts with the adopted or amended rule or regulation. Only one version of any rules and regulations or any architectural standards may be in effect at any given time.

7. The landlord shall provide the tenant with a copy of the existing rules and regulations at the time the tenant enters into the rental agreement.

8. As used in this section, "capital improvement" means an addition or betterment made to a manufactured home located on a lot in a manufactured home park which is leased by the landlord that:

(a) Consists of more than the repair or replacement of an existing facility;

(b) Is required by federal law to be amortized over its useful life for the purposes of income tax; and

(c) Has a useful life of 5 years or more.

SECTION 118B.110 Landlord or designee to meet with representative group of tenants under certain circumstances; notice; qualifications of designee; attendance by attorneys.

1. The landlord or a person designated pursuant to subsection 3 shall meet with a representative group of tenants occupying the park, chosen by the tenants, to hear any complaints or suggestions which concern a matter relevant to the park within 45 days after he receives a written request to do so which has been signed by persons occupying at least 25 percent of the lots in the park. The 25 percent must be calculated on the basis of one signature per occupied lot. The meeting must be held at a time and place which is

convenient to the landlord or person designated pursuant to subsection 3 and to the tenants. The representative group of tenants must consist of no more than five persons.

2. At least 10 days before any meeting is held pursuant to this section, the landlord or his agent shall post a notice of the meeting in a conspicuous place in a common area of the park.

3. Except as otherwise provided in subsection 4, if the landlord is not a natural person, the owner may designate an authorized agent or representative who has working knowledge of the operations of the park and who has authority to make decisions concerning matters relevant to the park to meet with the tenants pursuant to this section.

4. A manager may not meet with the tenants pursuant to this section unless the manager, the landlord and the owner are all the same natural person.

5. If an attorney for the landlord attends a meeting held pursuant to this section, the landlord shall not prohibit the group of tenants from being represented by an attorney at that meeting.

SECTION 118B.115 Written consent may be required before manufactured home or recreational vehicle is moved into park; remedies if written consent is not obtained; exception.

1. The landlord of a manufactured home park may require that a person submit a written application to and receive written consent from the landlord before the person moves or causes to be moved a manufactured home or recreational vehicle into the manufactured home park. The landlord shall not unreasonably withhold his consent.

2. If the landlord of a manufactured home park requires written consent pursuant to subsection 1, the landlord shall post and maintain a sign that is clearly readable at the entrance to the manufactured home park which advises the reader of the consent that is required before a person may move or cause to be moved a manufactured home or recreational vehicle into the manufactured home park.

3. If a person moves or causes to be moved a manufactured home or recreational vehicle into the manufactured home park without the written consent of the landlord, if the landlord requires such consent pursuant to subsection 1, the landlord of that manufactured home park may:

(a) After providing at least 5 days' written notice to the person, bring an action for an unlawful detainer in the manner prescribed in [chapter 40](#); or

(b) Require the person to sign a rental agreement. If the person refuses to sign the rental agreement within 5 days after such a request, the landlord may, after providing at least 5 days' written notice to the person, bring an action for an unlawful detainer in the manner provided in [chapter 40](#).

4. For the purposes of [SECTION 40.251](#), a person who moves or causes to be moved a manufactured home or recreational vehicle into a manufactured home park without the written consent of the landlord, if the landlord requires such consent pursuant to subsection 1, shall be deemed a tenant at will and a lessee of the manufactured home park.

SECTION 118B.120 Maintenance of tenant's lot; removal of unoccupied manufactured home; reimbursement for cost of maintenance.

1. The landlord or his agent or employee may:

(a) Require that the tenant landscape and maintain the tenant's lot if the landlord advises the tenant in writing of reasonable requirements for the landscaping.

(b) If the tenant does not comply with the provisions of paragraph (a), maintain the tenant's lot and charge the tenant a service fee for the actual cost of that maintenance.

(c) Require that the manufactured home be removed from the park if it is unoccupied for more than 90 consecutive days and the tenant or dealer is not making good faith and diligent efforts to sell it.

2. The landlord shall maintain, in the manner required for the other tenants, any lot on which is located a manufactured home within the park which has been repossessed, abandoned or held for rent or taxes. The landlord is entitled to reimbursement for the cost of that maintenance from the repossessor or lienholder or from the proceeds of any sale for taxes, as the case may be.

3. The landlord shall trim all the trees located within the park and dispose of the trimmings from those trees absent a written voluntary assumption of that duty by the tenant for trees on the tenant's lot.

4. For the purposes of this section, a manufactured home shall be deemed to be abandoned if:

(a) It is located on a lot in a manufactured home park, other than a cooperative park, for which no rent has been paid for at least 60 days;

- (b) It is unoccupied; and
- (c) The manager of the manufactured home park reasonably believes it to be abandoned.

SECTION 118B.125 Tenant to secure approval of landlord before beginning construction that requires building permit. A tenant shall secure the approval of his landlord before beginning construction of any improvement or addition to his manufactured home or lot which requires a building permit issued by a local government.

SECTION 118B.140 Prohibited practices by landlord: Requiring or inducing purchase of manufactured home; charges.

1. Except as otherwise provided in subsection 2, the landlord or his agent or employee shall not:
 - (a) Require a person to purchase a manufactured home from him or any other person as a condition to renting a manufactured home lot to the purchaser or give an adjustment of rent or fees, or provide any other incentive to induce the purchase of a manufactured home from him or any other person.
 - (b) Charge or receive:
 - (1) Any entrance or exit fee for assuming or leaving occupancy of a manufactured home lot.
 - (2) Any transfer or selling fee or commission as a condition to permitting a tenant to sell his manufactured home or recreational vehicle within the manufactured home park, even if the manufactured home or recreational vehicle is to remain within the park, unless the landlord is licensed as a dealer of manufactured homes pursuant to [SECTION 489.311](#) of the Nevada Revised Statutes and has acted as the tenant's agent in the sale pursuant to a written contract.
 - (3) Any fee for the tenant's spouse or children.
 - (4) Any fee for pets kept by a tenant in the park. If special facilities or services are provided, the landlord may also charge a fee reasonably related to the cost of maintenance of the facility or service and the number of pets kept in the facility.
 - (5) Any additional service fee unless the landlord provides an additional service which is needed to protect the health and welfare of the tenants, and written notice advising each tenant of the additional fee is sent to the tenant 90 days in advance of the first payment to be made, and written notice of the additional fee is given to prospective tenants on or before commencement of their tenancy. A tenant may only be required to pay the additional service fee for the duration of the additional service.
 - (6) Any fee for a late monthly rental payment within 4 days after the date the rental payment is due or which exceeds \$5 for each day, excluding Saturdays, Sundays and legal holidays, which the payment is overdue, beginning on the day after the payment was due. Any fee for late payment of charges for utilities must be in accordance with the requirements prescribed by the Public Utilities Commission of Nevada.
 - (7) Any fee, surcharge or rent increase to recover from his tenants the costs resulting from converting from a master-metered water system to individual water meters for each manufactured home lot.
 - (8) Any fee, surcharge or rent increase to recover from his tenants any amount that exceeds the amount of the cost for a governmentally mandated service or tax that was paid by the landlord.
2. Except for the provisions of subparagraphs (3), (4), (6) and (8) of paragraph (b) of subsection 1.

SECTION 118B.143 Prohibited practices by landlord: Right of tenant to display flag of the United States in certain areas; conditions and limitations on exercise of right.

1. Except as otherwise provided in subsection 2, a landlord or an agent or employee of a landlord shall not prohibit a tenant from engaging in the display of the flag of the United States within the boundary of the lot of the tenant.
2. The provisions of this section do not:
 - (a) Apply to the display of the flag of the United States for commercial advertising purposes.
 - (b) Preclude a landlord or an agent or employee of a landlord from adopting rules that reasonably restrict the placement and manner of the display of the flag of the United States by a tenant.
3. In any action commenced to enforce the provisions of this section, the prevailing party is entitled to recover reasonable attorney's fees and costs.
4. As used in this section, "display of the flag of the United States" means a flag of the United States that is:

- (a) Made of cloth, fabric or paper;
 - (b) Displayed from a pole or staff or in a window; and
 - (c) Displayed in a manner that is consistent with 4 U.S.C. Chapter 1.
- ↳ The term does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component.

SECTION 118B.145 Prohibited practices by landlord: Right of tenant to exhibit political signs in certain areas; conditions and limitations on exercise of right.

1. Except as otherwise provided in this subsection, a landlord or an agent or employee of a landlord shall not prohibit a tenant from exhibiting a political sign not larger than 24 inches by 36 inches within the boundary of the lot of the tenant. The restriction placed on a landlord or an agent or an employee of a landlord relative to a political sign is applicable only until 7 days after the general or special election for the office or ballot question to which the sign relates.
2. As used in this section, “political sign” means a sign, display or device that:
 - (a) Expresses support for or opposition to a candidate, political party or ballot question; or
 - (b) Otherwise relates to a political campaign or election.

SECTION 118B.150 Prohibited practices by landlord: Rent and additional charges; payments for improvements; meetings; utility services; guests; fences; dues for associations of members; public officers or candidates; trimming of trees.

1. Except as otherwise provided in subsections 2 and 3, the landlord or his agent or employee shall not:
 - (a) Increase rent or additional charges unless:
 - (1) The rent charged after the increase is the same rent charged for manufactured homes of the same size or lots of the same size or of a similar location within the park, including, without limitation, manufactured homes and lots which are held pursuant to a long-term lease, except that a discount may be selectively given to persons who:
 - (I) Are handicapped;
 - (II) Are 55 years of age or older;
 - (III) Are long-term tenants of the park if the landlord has specified in the rental agreement or lease the period of tenancy required to qualify for such a discount;
 - (IV) Pay their rent in a timely manner; or
 - (V) Pay their rent by check, money order or electronic means;
 - (2) Any increase in additional charges for special services is the same amount for each tenant using the special service; and
 - (3) Written notice advising a tenant of the increase is received by the tenant 90 days before the first payment to be increased and written notice of the increase is given to prospective tenants before commencement of their tenancy. In addition to the notice provided to a tenant pursuant to this subparagraph, if the landlord or his agent or employee knows or reasonably should know that the tenant receives assistance from the Fund created pursuant to [SECTION 118B.215](#), the landlord or his agent or employee shall provide to the Administrator written notice of the increase 90 days before the first payment to be increased.
 - (b) Require a tenant to pay for an improvement to the common area of a manufactured home park unless the landlord is required to make the improvement pursuant to an ordinance of a local government.
 - (c) Require a tenant to pay for a capital improvement to the manufactured home park unless the tenant has notice of the requirement at the time he enters into the rental agreement. A tenant may not be required to pay for a capital improvement after the tenant enters into the rental agreement unless the tenant consents to it in writing or is given 60 days’ notice of the requirement in writing. The landlord may not establish such a requirement unless a meeting of the tenants is held to discuss the proposal and the landlord provides each tenant with notice of the proposal and the date, time and place of the meeting not less than 60 days before the meeting. The notice must include a copy of the proposal. A notice in a periodic publication of the park does not constitute notice for the purposes of this paragraph.
 - (d) Require a tenant to pay his rent by check or money order.

(e) Require a tenant who pays his rent in cash to apply any change to which he is entitled to the next periodic payment that is due. The landlord or his agent or employee shall have an adequate amount of money available to provide change to such a tenant.

(f) Prohibit or require fees or deposits for any meetings held in the park's community or recreational facility by the tenants or occupants of any manufactured home or recreational vehicle in the park to discuss the park's affairs, or any political meeting sponsored by a tenant, if the meetings are held at reasonable hours and when the facility is not otherwise in use, or prohibit the distribution of notices of those meetings.

(g) Interrupt, with the intent to terminate occupancy, any utility service furnished the tenant except for nonpayment of utility charges when due. Any landlord who violates this paragraph is liable to the tenant for actual damages.

(h) Prohibit a tenant from having guests, but he may require the tenant to register the guest within 48 hours after his arrival, Sundays and legal holidays excluded, and if the park is a secured park, a guest may be required to register upon entering and leaving.

(i) Charge a fee for a guest who does not stay with the tenant for more than a total of 60 days in a calendar year. The tenant of a manufactured home lot who is living alone may allow one other person to live in his home without paying an additional charge or fee, unless such a living arrangement constitutes a violation of [chapter 315](#) of the Nevada Revised Statutes. No agreement between a tenant and his guest alters or varies the terms of the rental contract between the tenant and the landlord, and the guest is subject to the rules and regulations of the landlord.

(j) Prohibit a tenant from erecting a fence on the tenant's lot if the fence complies with any standards for fences established by the landlord, including limitations established for the location and height of fences, the materials used for fences and the manner in which fences are to be constructed.

(k) Prohibit any tenant from soliciting membership in any association which is formed by the tenants who live in the park. As used in this paragraph, "solicit" means to make an oral or written request for membership or the payment of dues or to distribute, circulate or post a notice for payment of those dues.

(l) Prohibit a public officer, candidate for public office or the representative of a public officer or candidate for public office from walking through the park to talk with the tenants or distribute political material.

(m) If a tenant has voluntarily assumed responsibility to trim the trees on his lot, require the tenant to trim any particular tree located on the lot or dispose of the trimmings unless a danger or hazard exists.

2. The landlord is entitled to require a security deposit from a tenant who wants to use the manufactured home park's clubhouse, swimming pool or other park facilities for the tenant's exclusive use. The landlord may require the deposit at least 1 week before the use. The landlord shall apply the deposit to costs which occur due to damage or cleanup from the tenant's use within 1 week after the use, if any, and shall, on or before the eighth day after the use, refund any unused portion of the deposit to the tenant making the deposit. The landlord is not required to place such a deposit into a financial institution or to pay interest on the deposit.

3. The provisions of paragraphs (a), (b), (c), (j) and (m) of subsection 1 do not apply to a corporate cooperative park.

4. As used in this section, "long-term lease" means a rental agreement or lease the duration of which exceeds 12 months.

SECTION 118B.153 Reduction of rent upon decrease or elimination of service, utility or amenity.

1. Except as otherwise provided in subsection 2, the amount of rent charged a tenant for a service, utility or amenity upon moving into the manufactured home park must be reduced proportionately when the service, utility or amenity is decreased or eliminated by the landlord. The landlord may not increase the rent to recover the lost revenue.

2. The provisions of this section do not apply to a corporate cooperative park.

SECTION 118B.154 Connection of utilities; reports of violations.

1. A tenant or a landlord, or his agent or employee, shall not make any connection of electricity, water, natural gas or propane to a manufactured home except as authorized by law.

SECTION 118B.155 Landlord to post or provide certain information regarding utility bills. If a landlord bills a tenant individually for utility charges derived from a utility bill for the manufactured home park which represents utility usage for multiple tenants, the landlord shall post in a conspicuous and readily accessible place in the community or recreational facility in the manufactured home park or other common area in the manufactured home park, or provide to each tenant who is individually billed for the utility charges:

1. A copy of the utility bill for the park; and
2. A statement indicating the portion of the utility bill for which each tenant is responsible.

SECTION 118B.157 Notice to tenants of interruption of utility or service. A landlord must give his tenants at least 24 hours' notice in writing when planned repairs of a utility or a service which the manufactured home park provides will cause interruption of the utility or service.

SECTION 118B.160 Prohibited practices by landlord: Sale of manufactured home or recreational vehicle by tenant; subleasing of lots by tenants; additions by tenant to manufactured home; purchase of manufactured home within park by landlord.

1. Except as otherwise provided in subsection 2, the landlord or his agent or employee shall not:
 - (a) Deny any tenant the right to sell his manufactured home or recreational vehicle within the park or require the tenant to remove the manufactured home or recreational vehicle from the park solely on the basis of the sale, except as otherwise provided in [SECTION 118B.170](#).
 - (b) Prohibit any tenant desiring to sell his manufactured home or recreational vehicle within the park from advertising the location of the home or vehicle and the name of the manufactured home park or prohibit the tenant from displaying at least one sign of reasonable size advertising the sale of the home or vehicle.
 - (c) Require that he be an agent of an owner of a manufactured home or recreational vehicle who desires to sell the home or vehicle.
 - (d) Unless subleasing of lots is prohibited by a rental agreement or lease, prohibit a tenant from subleasing his manufactured home lot if the prospective subtenant meets the general requirements for tenancy in the park.
 - (e) Require a tenant to make any additions to his manufactured home unless those additions are required by an ordinance of a local government.
 - (f) Purchase a manufactured home within the park if he has denied:
 - (1) A tenant the right to sell that manufactured home; or
 - (2) A prospective buyer the right to purchase that manufactured home.

SECTION 118B.170 Rights and duties of landlord concerning sale of manufactured home or recreational vehicle located in park.

1. The landlord may require approval of a prospective buyer and tenant before the sale of a tenant's manufactured home or recreational vehicle, if the manufactured home or vehicle will remain in the park. The landlord shall consider the record, if any, of the prospective buyer and tenant concerning the payment of rent. The landlord shall not unreasonably withhold his consent.
2. If a tenant sells his manufactured home or recreational vehicle, the landlord may require that the manufactured home or recreational vehicle be removed from the park if it is deemed by the park's written rules or regulations in the possession of the tenants to be in a run-down condition or in disrepair or does not meet the safety standards set forth in [SECTION 461A.120](#) of the Nevada Revised Statutes. If the manufactured home must be inspected to determine compliance with the standards, the person requesting the inspection shall pay for it.
3. If the landlord requires the approval of a prospective buyer and tenant, he shall:
 - (a) Post and maintain a sign which is clearly readable at the entrance to the park which advises the reader that before a manufactured home in the park is sold, the prospective buyer must be approved by the landlord.
 - (b) Approve or deny a completed application from a prospective buyer and tenant within 10 business days after the date of the submission of the application.

(c) Inform the prospective buyer and tenant upon the submission of the completed application of the duty of the landlord to approve or deny the completed application within 10 business days after the date of submission of the completed application.

4. If the landlord requires the approval of a prospective buyer and tenant of a manufactured home or recreational vehicle and the manufactured home or recreational vehicle is sold without the approval of the landlord, the landlord may:

(a) After providing at least 5 days' written notice to the buyer and tenant, bring an action for an unlawful detainer in the manner prescribed in [chapter 40](#) of the tribal code; or

(b) Require the buyer and tenant to sign a rental agreement. If the buyer and tenant refuse to sign the rental agreement within 5 days after such a request, the landlord may, after providing at least 5 days' written notice to the buyer and tenant, bring an action for an unlawful detainer in the manner provided in [chapter 40](#) of the tribal code.

5. For the purposes of [SECTION 40.251](#), a person who:

(a) Purchases a manufactured home or recreational vehicle from a tenant of a manufactured home park which will remain in the park;

(b) Was required to be approved by the landlord of the manufactured home park before the sale of the manufactured home or recreational vehicle; and

(c) Was not approved by the landlord before he purchased that manufactured home or recreational vehicle,

➤ shall be deemed a tenant at will and a lessee of the manufactured home park.

SECTION 118B.180 Obligations of landlord for conversion of park into lots: Notices; offers to sell lots; financial liability; resident impact statement.

1. If the landlord is unable to move a shed, due to its physical condition, that belongs to a tenant who has elected to have the landlord move his manufactured home, the landlord shall pay the tenant \$250 as reimbursement for the shed. Each tenant may receive only one payment of \$250 even if more than one shed is owned by the tenant.

2. If a tenant chooses not to move the manufactured home, the manufactured home cannot be moved without being structurally damaged or there is no manufactured home park within 100 miles that is willing to accept the manufactured home, the landlord:

(a) May remove and dispose of the manufactured home; and

(b) Shall pay to the tenant the fair market value of the manufactured home.

3. Notice sent pursuant to paragraph (a) of subsection 2 or an offer to sell a manufactured home lot to a tenant required pursuant to paragraph (b) of subsection 2 does not constitute notice of termination of the tenancy.

4. Upon the sale of a manufactured home lot and a manufactured home which is situated on that lot, the landlord shall indicate what portion of the purchase price is for the manufactured home lot and what portion is for the manufactured home.

TERMINATION OF RENTAL AGREEMENT BY LANDLORD

SECTION 118B.190 Notice; holding over.

1. A written agreement between a landlord and tenant for the rental or lease of a manufactured home lot in a manufactured home park on this reservation, or for the rental or lease of a lot for a recreational vehicle in an area of a manufactured home park on this reservation other than an area designated as a recreational vehicle lot pursuant to the provisions of subsection 6 of [SECTION 40.215](#), must not be terminated by the landlord except upon notice in writing to the tenant served in the manner provided in [SECTION 40.280](#):

(a) Except as otherwise provided in paragraph (b), 5 days in advance if the termination is because the conduct of the tenant constitutes a nuisance as defined in [SECTION 40.140](#) or violates any tribal, state, or federal law.

(b) Three days in advance upon the issuance of temporary writ of restitution pursuant to [SECTION 40.300](#) on the grounds that a nuisance as defined in [SECTION 40.140](#) has occurred in the park by the act of

a tenant or any guest, visitor or other member of a tenant's household consisting of any of the following specific activities:

- (1) Discharge of a weapon.
- (2) Prostitution.
- (3) Illegal drug manufacture or use.
- (4) Child molestation or abuse.
- (5) Property damage as a result of vandalism.
- (6) Elder molestation or abuse.

(c) Except as otherwise provided in subsection 6, 10 days in advance if the termination is because of failure of the tenant to pay rent, utility charges or reasonable service fees.

(d) One hundred eighty days in advance if the termination is because of a change in the use of the land by the landlord pursuant to [SECTION 118B.180](#).

(e) Forty-five days in advance if the termination is for any other reason.

2. The landlord shall specify in the notice the reason for the termination of the agreement. The reason relied upon for the termination must be set forth with specific facts so that the date, place and circumstances concerning the reason for the termination can be determined. The termination must be in accordance with the provisions of [SECTION 118B.200](#) and reference alone to a provision of that section does not constitute sufficient specificity pursuant to this subsection.

3. The service of such a notice does not enhance the landlord's right, if any, to enter the tenant's manufactured home. Except in an emergency, the landlord shall not enter the manufactured home of the tenant served with such a notice without the tenant's permission or a court order allowing the entry.

4. If a tenant remains in possession of the manufactured home lot after expiration of the term of the rental agreement, the tenancy is from week to week in the case of a tenant who pays weekly rent, and in all other cases the tenancy is from month to month. The tenant's continued occupancy is on the same terms and conditions as were contained in the rental agreement unless specifically agreed otherwise in writing.

5. The landlord and tenant may agree to a specific date for termination of the agreement. If any provision of this chapter specifies a period of notice which is longer than the period of a particular tenancy, the required length of the period of notice is controlling.

6. Notwithstanding any provision of [SECTION 40.215](#) to [40.425](#), inclusive, if a tenant who is not a natural person has received three notices for nonpayment of rent in accordance with subsection 1, the landlord is not required to give the tenant a further 10-day notice in advance of termination if the termination is because of failure to pay rent, utility charges or reasonable service fees.

SECTION 118B.200 Grounds.

1. Notwithstanding the expiration of a period of a tenancy, the rental agreement described in [SECTION 118B.190](#) may not be terminated except for:

(a) Failure of the tenant to pay rent, utility charges or reasonable service fees within 10 days after written notice of delinquency served upon the tenant in the manner provided in [SECTION 40.280](#);

(b) Failure of the tenant to correct any noncompliance with a law, ordinance or governmental regulation pertaining to manufactured homes or recreational vehicles or a valid rule or regulation established pursuant to [SECTION 118B.100](#) or to cure any violation of the rental agreement within a reasonable time after receiving written notification of noncompliance or violation;

(c) Conduct of the tenant in the manufactured home park which constitutes an annoyance to other tenants;

(d) Violation of valid rules of conduct, occupancy or use of park facilities after written notice of the violation is served upon the tenant in the manner provided in [SECTION 40.280](#);

(e) A change in the use of the land by the landlord pursuant to [SECTION 118B.180](#);

(f) Conduct of the tenant which constitutes a nuisance as defined in [SECTION 40.140](#) or which violates a state law or local ordinance, specifically including, without limitation:

- (1) Discharge of a weapon;
- (2) Prostitution;
- (3) Illegal drug manufacture or use;
- (4) Child molestation or abuse;
- (5) Elder molestation or abuse;
- (6) Property damage as a result of vandalism; or

(g) In a manufactured home park that is owned by a nonprofit organization or housing authority, failure of the tenant to meet qualifications relating to age or income which:

- (1) Are set forth in the lease signed by the tenant; and
- (2) Comply with federal, state and tribal law.

2. A tenant who is not a natural person and who has received three or more 10-day notices to quit for failure to pay rent in the preceding 12-month period may have his tenancy terminated by the landlord for habitual failure to pay timely rent.

SECTION 118B.210 Retaliatory conduct by landlord and harassment by landlord, management or tenant prohibited.

1. The landlord shall not terminate a tenancy, refuse to renew a tenancy, increase rent or decrease services he normally supplies, or bring or threaten to bring an action for possession of a manufactured home lot as retaliation upon the tenant because:

(a) He has complained in good faith about a violation of a building, safety or health code or regulation pertaining to a manufactured home park to the tribal agency responsible for enforcing the code or regulation.

(b) He has complained to the landlord concerning the maintenance, condition or operation of the park or a violation of any provision of [SECTION 118B.040](#) to [118B.220](#), inclusive, or [118B.240](#).

(c) He has organized or become a member of a tenants' league or similar organization.

(d) He has requested the reduction in rent required by:

(1) [SECTION 118.165](#) as a result of a reduction in property taxes.

(2) [SECTION 118B.153](#) when a service, utility or amenity is decreased or eliminated by the landlord.

(e) A citation has been issued to the landlord as the result of a complaint of the tenant.

(f) In a judicial proceeding or arbitration between the landlord and the tenant, an issue has been determined adversely to the landlord.

2. A landlord, manager or assistant manager of a manufactured home park shall not willfully harass a tenant.

3. A tenant shall not willfully harass a landlord, manager or assistant manager of a manufactured home park or an employee or agent of the landlord.

4. As used in this section, "harass" means to threaten or intimidate, through words or conduct, with the intent to affect the terms or conditions of a tenancy or a person's exercise of his rights pursuant to this chapter.

ASSISTANCE FOR LOW-INCOME OWNERS OF MANUFACTURED HOMES

SECTION 118B.211 "Fund" defined. As used in [SECTION 118B.211](#) to [118B.219](#), inclusive, "Fund" means the Fund for Low-Income Owners of Manufactured Homes created pursuant to [SECTION 118B.215](#).

REMEDIES AND PENALTIES

SECTION 118B.220 Fitness of manufactured home or recreational vehicle for occupancy.

1. If a manufactured home or recreational vehicle is made unfit for occupancy for any period in excess of 48 hours by any cause for which the landlord is responsible or over which he has control, the rent may be, at the tenant's option, proportionately abated, and if it is, must be refunded or credited against the following month's rent. The tenant need not abandon the manufactured home or recreational vehicle as a prerequisite to seeking relief under this subsection.

2. As an alternative to the abatement of rent, the tenant may procure reasonable substitute housing for occupancy while his manufactured home or recreational vehicle remains unfit and may:

(a) Recover the actual and reasonable cost of the substitute housing from the landlord; or

(b) Deduct the cost from future rent.

3. A manufactured home shall be deemed unfit for occupancy if essential services such as fuel, water, electricity or sewer service are not being adequately provided to the manufactured home.

SECTION 118B.225 Purchase of manufactured home or placement of manufactured home on lot in reliance upon promotional materials that prove to be false or misleading. A person who makes a payment toward the purchase of a manufactured home or the placement of a manufactured home on a manufactured home lot in a manufactured home park in reasonable reliance upon any material written statement contained in promotional materials relating to the manufactured home or manufactured home park, including, without limitation:

1. A prospectus;
2. Exhibits produced in support of a prospectus;
3. A brochure; or
4. A newspaper advertisement,

↳ that proves to be false or misleading may bring an action in a court of competent jurisdiction to rescind any contract or agreement and may recover damages and reasonable attorney's fees from the landlord or manufactured home dealer that issued the false or misleading material written statement.

SECTION 118B.230 Unlawful termination of rental agreement by landlord. If a landlord unlawfully terminates a tenancy, the provisions of [SECTION 118B.251](#) and [118B.260](#) apply.

SECTION 118B.240 Controversies may be submitted for arbitration. The landlord and the tenant may agree that any controversy relating to any matter arising under this chapter or under a rental agreement may be submitted for arbitration.

SECTION 118B.251 Fine for violation of provision of chapter.

1. The Tribe may impose a fine of not more than \$1,000 against any person who violates any of the provisions of this chapter.

2. The Tribe shall, before imposing the fine, notify the person by certified mail that he will impose a fine for the violation unless the person requests a hearing within 20 days after the notice is mailed.

3. If a hearing is not requested within the prescribed period and the matter is not otherwise resolved, the Tribe shall impose the fine and notify the person by certified mail.

4. The decision of the Tribe to impose a fine pursuant to this section is a final decision for the purposes of judicial review.

SECTION 118B.260 Penalties. Any landlord who violates any of the provisions of this chapter and any other person who violates [SECTION 118B.210](#):

1. For the first violation, shall pay a civil penalty of not more than \$1,000.

2. For the second violation, shall pay a civil penalty of not more than \$2,500.

3. For the third or subsequent violation, shall pay a civil penalty of not more than \$5,000 for each violation.

↳ If a civil penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, must be recovered by the Tribe, if possible.