



**NEVADA
HEALTH
RESPONSE**



Guidance for Landlords

On March 29, 2020, Nevada Governor Steve Sisolak entered a [Declaration of Emergency Directive 008](#), which established a statewide moratorium on evictions and foreclosures during the State of Emergency. The Directive applies to all acts related to evictions and foreclosures, including those pending in the courts.

- For purposes of the Directive, a Tenant is anyone that manifests an intent to stay regardless of the type of housing and includes transient lodging in a motel/hotel.
- Landlords may not issue any lockouts, notices to vacate, notices to pay or quit, evictions, or other proceedings against Tenants, absent the exceptions outlined in the Directive, even if the Tenant does not make payments under a payment plan for agreements made after the Directive was entered.
- Tenants and landlords are encouraged to negotiate payment plans within 30 days after the termination of the Directive in order to cure any missed payments. Landlords may discuss options with their tenants, and tenants may voluntarily make partial payments toward their rent obligations, but repayment agreements are not enforceable until after the termination of the Directive. The terms of any payment plan cannot violate the Directive or contain any language contrary to the Directive.
- Landlords may not use coercion, duress, or intimidation with Tenants. This includes, but is not limited to, threatening to evict a tenant the day the moratorium is lifted, or coerce or induce a tenant to pay rent by using economic impact payment checks or any other source of income.
- Landlords that do not adhere to the prohibitions and mandates of the sections 1-3 of the Directive are deemed to be using coercion, duress, or intimidation in transactions with a tenant.
- The Directive does not relieve any party of their contractual obligations to pay rent or comply with any other obligations imposed on parties by a lease, rental agreement, or mortgage. Landlords must still perform maintenance/repairs, and full rent is still owed in accordance with the lease.
- For lease renewals, the Directive recognizes individuals may need to remain in isolation or quarantine at their homes or otherwise remain indoors to reduce the spread of COVID-19, and specifies stability in housing as essential for all Nevadans to maintain appropriate social distance. Attempts by landlords to increase rents or add new fees as part of lease renewals can cause tenants additional duress.
- The moratorium “does not prohibit the eviction of persons who seriously endanger the public or other residents, engage in criminal activity, or cause significant damage to the property.”
- For landlords with a federally backed loan, or for property that is public housing, receives assistance from HUD, USDA rural housing, or USDA rural housing programs, or Low Income Housing Tax Credits, or participates in another federal program, under the CARES Act, landlords cannot initiate eviction for nonpayment of rent between March 27 and July 24, 2020 (120 days), or until the Nevada State of Emergency lasts, whichever is later. Landlords may not issue a notice to vacate until after July 24, 2020, and then must provide 30 days to vacate the unit unless state law prohibits evictions.

**If you are a landlord or tenant experiencing any difficulty with this Directive,
please file a complaint with our office at ag.nv.gov.**