



HABITABILITY & ESSENTIAL SERVICES FLOWCHART

HOW TO ADDRESS MAINTAINENCE ISSUES ACCORDING TO NEVADA LAW

Step 1

Is your problem **“Essential”** or **“Nonessential”**?

You have an **“essential” items or services problem** if it involves such things as heat, air-conditioning, running water, hot water, electricity, gas, a functioning door lock, or another essential item or service, without which your rental property is not livable (NRS 118A.380(1)).

You have a **“nonessential” habitability problem** if it involves something that is not an “essential item or service” but still affects whether the rental property is habitable such as pest infestations and plumbing issues (NRS 118A.290(1)).

Step 2: Mail your landlord a written notice.

Regardless of whether the problem is essential or nonessential, you must give written notice to your landlord or property manager. This notice is proof that you told your landlord about the problem and asked that it be repaired (NRS 118A.355(1), 118A.260). Simply telling your landlord about the problem or submitting a work order is not enough. We recommend keeping a copy of the notice for your records.

Download a
template:



civillawselfhelpcenter.org

Step 3: Wait to see whether your landlord repairs the issue.

If your problem is **essential**, you must give your landlord **48 hours** (not counting weekends and holidays) to fix the problem or use their best efforts (NRS 118A.380(1)).

If your problem is a **nonessential habitability** violation, you must give your landlord **14 days** (including weekends) to fix the problem or use their best efforts (NRS 118A.355(1)).



Step 4: Enforce your rights if landlord fails to repair (**Essential Services**)

If your landlord fails to fix the problem (or use their best efforts) **within 48 hours**, you can enforce your rights by taking the following actions:

- Obtain your own essential services and deduct the actual cost from the rent;
- Obtain other housing (with rent stopping at the rental property that lacks essential services) until the problem is fixed;
- Sue the landlord for money; or
- Withhold your rent (and pay it into the court's escrow account) until the landlord has attempted in good faith to restore the essential services, without incurring late fees or other charges (**NRS 118A.380(1)**). You **must** be current on the rent when giving the written notice (**NRS 118A.380(4)**).

Step 4: Enforce your rights if landlord fails to repair (**Nonessential Habitability**)

If your landlord fails to fix the problem (or use their best efforts) **within 14 days**, you can enforce your rights by taking the following actions:

- Terminate your lease and move out (**NRS 118A.355(1)(a)**);
- Sue your landlord for money, for a court order requiring the repairs, or for other relief (**NRS 118A.355(1)(b)-(c)**);
- Pay for repairs yourself and deduct the cost from your rent (but only up to a maximum amount equal to one month's rent within a twelve-month period, and only after providing the landlord with an itemized statement) (**NRS 118A.360**); or
- Withhold rent (and pay it into the court's escrow account if landlord starts an eviction against you for nonpayment of rent) (**NRS 118A.355(1)(d)**).

Step 5: Watch to see what your landlord does

In response to you taking one or more of the actions listed in Step 4 above, your landlord will probably either (1) fix the problem or (2) give you an eviction notice if the landlord disagrees with your right to withhold rent, obtain services elsewhere, and the like.

You cannot take any action above if you refuse to grant your landlord access to fix the issues.

Step 6: The problem is fixed

The landlord makes necessary repairs and no further tenant action is needed.

Step 6: The landlord does not fix the problem and tries to evict you

If your landlord tries to evict you, your landlord will serve you with some type of eviction notice. You must file an answer/affidavit with the court in response to any eviction notice you receive so that you can assert your habitability or essential-items-or-services defense.

If you have complained about a habitability problem, a violation of Nevada's landlord-tenant laws, or some other housing or health code violation, your landlord cannot (**NRS 118A.510(1)**):

- Raise your rent,
- Decrease essential services,
- Refuse to renew your lease, or
- Evict you.

This is known as "retaliation," and it is a defense you can raise in an eviction case when you file your answer/affidavit with the court (**NRS 118A.510(2)**).

