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Property; Landlord-Tenant; Tenant Security Deposit Refunds; Substitute Service of Process; Agent's Liability

Univeristy of the Pacific, McGeorge School of Law

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Property

Property; landlord-tenant; tenant security deposit refunds; substitute service of process; agent's liability

N.R.S. §§118A.240, 118A.260 (amended).
AB 554 (Vergiels); STATS 1981, Ch 555

Under existing law, a security deposit is any payment made by a tenant¹ to compensate a landlord² for any default in rent payment, damage to the premises beyond normal wear and tear, or cost of cleaning the dwelling unit.³ Upon termination of the tenancy or termination of the landlord's interest in the dwelling, this security deposit, less allowable deductions,⁴ must be returned to the tenant within three weeks.⁵ Prior to the enactment of Chapter 555, a bad faith retention of the security deposit beyond the three week period subjected the landlord to liability for the amount owed to the tenant and actual damages.⁶ Chapter 555 now provides that if the security deposit is not refunded within twenty-one days after termination of the tenancy, the landlord must return the *entire* deposit and may not make any deductions.⁷

Chapter 555 also affects the liability of the landlord's agent and the method of substitute service of process on the landlord.⁸ Existing law requires that the tenant be apprised of certain information including the landlord's identity if the tenant deals with the landlord or through

1. See N.R.S. §118A.170 (definition of tenant).

2. See *id.* §118A.100 (definition of landlord).

3. *Id.* §118A.240 1. See Ashton, Brand, Greenstein, Kaufman, Lissitzyn & Ross, Jr., *Developments in Contemporary Landlord-Tenant Law: An Annotated Bibliography*, 26 VAND. L. REV. 689, 693-697 (1973). See generally Kalish, *Residential Tenant Security Deposits: A Legislative Proposal*, U. ILL. L.F. 569 (1974); McQuarrie, *The Residential Tenant's Security Deposit—A Protected Interest Worth Litigating*, 8 ST. MARY'S L.J. 829 (1977); Committee on Leases, *Security Deposits and Guarantees Under Leases*, 1 REAL PROP. PROB. AND TRUST J. 405 (1966); *Security Deposits in Residential Leases*, 8 VAL. U.L. REV. 63 (1973); 49 AM. JUR. *Landlord and Tenant* §§651-652 (2d ed. 1970).

4. N.R.S. §118A.240 4.

5. *Id.* §118A.240 4, 5.

6. STATUTES OF NEVADA 1977, c. 543, §27, at 1334 (enacting N.R.S. §118A.240 7).

7. N.R.S. §118A.240 7. See *id.* §118A.240 4; Clover, *Interest on Security Deposits—Benefit or Burden to Tenant?* 26 U.C.L.A. L. REV. 396, 422-428 (1978); Kalish, *Residential Tenant Security Deposits: A Legislative Proposal*, U. ILL. L.F. 569, 605-608 (1974); McQuarrie, *The Residential Tenant's Security Deposit—A Protected Interest Worth Litigating*, 8 ST. MARY'S L.J. 829, 840 (1977). See generally Comment, *Landlord-Tenant—Security Deposits—Colorado's Wrongful Withholding of Security Deposits Act*, 49 DEN. L.J. 453 (1973).

8. N.R.S. §118A.260 4.

his or her agent when consummating the rental agreement.⁹ Prior law provided that the person negotiating the rental agreement on the landlord's behalf would incur the principal's obligations¹⁰ if the landlord's identity was not disclosed at or before the commencement of the tenancy.¹¹ Under Chapter 555, the agent assumes the landlord's obligations whether or not the landlord's identity is disclosed.¹² Chapter 555 also provides that service of process on the landlord in actions involving his or her property may be affected by serving the manager of the premises.¹³

9. See *id.* §118A.260 1, 2, 3. See generally 3 AM. JUR. *Agency* 2 (2d ed. 1970) [hereinafter cited as *Agency*].

10. See generally N.R.S. §§118A.240-118A.300, 118A.320-118A.340; *Agency, supra* note 9, §§238-260, 261-286.

11. See STATUTES OF NEVADA 1977, c. 543, §30, at 1335 (enacting N.R.S. §118A.260 4). See generally *Peccole v. Fresno Air Serv. Inc.*, 86 Nev. 377, 469 P.2d 397 (1970); *Agency, supra* note 9, §§308, 309, 317-321.

12. N.R.S. §118A.260 4.

13. *Id.* See NEV. R. CIV. P. 4(d); 4 C. WRIGHT & A. MILLER, FEDERAL PRACTICE AND PROCEDURE §§1094-1116 (1969); 62 AM. JUR. 2d *Process* §§5, 25, 130 (2d ed. 1972). Cf. N.R.S. §§118A.260 1(a)(2), 118A.260 3 (agents authorized to receive service of process on landlord's behalf). Compare N.R.S. §118A.260 4 with STATUTES OF NEVADA 1977, c. 543, §30, at 1335.

Property; creation of a right of survivorship

N.R.S. §§111.064, 120.010 (amended).

SB 659 (Committee on Judiciary); STATS 1981, Ch 633

Chapter 633 provides that no right of survivorship is created in an estate in community property unless the instrument creating the estate expressly declares that the husband and wife take the property as community property with a right of survivorship.¹ If either spouse transfers his or her interest in the community property during the marriage, however, the right of survivorship is extinguished.²

Chapter 633 additionally specifies that any party taking an interest in property as a result of a right of survivorship is deemed a beneficiary³ for purposes of disclaiming a property interest.⁴

1. N.R.S. §111.064 2.

2. See *id.*

3. *Id.* §120.010 1 (beneficiary, for these purposes, means any person entitled, except for a disclaimer, to take an interest by intestate succession, devise, legacy, bequest, succession to a disclaimed interest, election to take against a will, as beneficiary of a testamentary trust, pursuant to the exercise or nonexercise of a power of appointment, by right of survivorship, or as beneficiary of an inter vivos gift).

4. See *id.* §120.010.