

A Self-Help Guide to Security Deposits in Nevada



A 501(c)(3) non-profit organization.

- I. What you should to know about security deposits in Nevada:
- 1) A landlord cannot require a tenant to deposit more than **3 times** the amount of rent as a security deposit, including last month's rent. See NRS 118A.242(1).
 - 2) A landlord **can** charge a reasonable non-refundable **cleaning** deposit. A landlord **cannot**, however, enforce a lease or rental agreement that contains any provision that makes your security deposit non-refundable, or changes the rights described in NRS 118A.242 concerning security deposits. See NRS 118A.242(8).
 - 3) After a tenant moves out, a landlord **must** provide a tenant with an "itemized written accounting" showing what the landlord has done with the security deposit. This means that **no later than 30 days after the tenant's move-out date**, the landlord **must** provide the tenant with any portion of the security deposit that the tenant is entitled to **and** a written "itemized" accounting showing how much of the deposit was kept by the landlord and for what purposes. See NRS 118A.242(4).
 - 4) The landlord can give the tenant the "itemized written accounting" by: a) handing it to the tenant personally where rent is paid; b) mailing it to the tenant's new address; or c) if the tenant's new address is not known, mailing it to the tenant's last known address. See NRS 118A.242(4). This means that it is the **tenant's responsibility** to give the landlord the new address, or make sure that the tenant's mail is being forwarded to the new address.
 - 5) If a landlord **does not** give the tenant an "itemized written accounting" within 30 days of the tenant's move-out date, the tenant can sue the landlord in small claims court. The tenant can ask the court to award damages of **up to twice the amount of the security deposit**. See NRS 118A.242(6). In determining how much money a tenant should receive, the Judge will consider the following factors: a) whether the landlord acted in good faith; (b) the course of conduct between the landlord and the tenant; and (c) the degree of harm to the tenant caused by the landlord's conduct. See NRS 118A.242(7).
 - 6) A landlord can only keep the tenant's security deposit or any portion of it to pay for the following things: a) unpaid rent; b) cost of repairing damage to the premises not caused by normal wear and tear; and c) reasonable cost of cleaning the premises. See NRS 118A.240 and NRS 118A.242(4).
 - 7) A tenant has the right to dispute the landlord's "itemized written accounting." See NRS 118A.242(5). The tenant should dispute a charge in the landlord's "itemized written accounting," by sending the landlord a letter or e-mail explaining why they are disputing the charge(s). The tenant also has the right to request verification of the charge(s), i.e., receipts for repairs, etc. Finally, the tenant can also sue the landlord in small claims court to challenge the landlord's security deposit accounting.

II. How to dispute a landlord's security deposit accounting. Choose the scenario that fits your situation:

- 1) SCENARIO ONE: It has been less than 30 days since I moved out and I have not yet gotten my security deposit or a written accounting. What should I do?

ANSWER: you should wait until 30 days or more have passed since you moved out. The landlord has 30 days after you move out to **send** the security deposit accounting and any portion of the security deposit you are entitled to. If the landlord mails you the security deposit accounting on the 30th day, you may not get it until the 35th day due to mailing. However, the landlord will still have complied with their obligations. You can also send a letter requesting that the landlord comply with the law. *A sample letter is attached to this packet.*

- 2) SCENARIO TWO: I have waited 30 or more days after moving out and I have received a written security deposit accounting but I disagree with an item or items in the accounting. What should I do?

ANSWER: You can send a letter to the landlord notifying the landlord of the item or items that you are disputing. *A sample dispute letter is attached to this packet.*

- 3) SCENARIO THREE: It has been more than 30 days since I moved out and I have not gotten my security deposit or a written accounting. What should I do?

ANSWER: You can tell the landlord, in writing, that Nevada law requires him/her to send you a written accounting of your security deposit and any portion you are entitled to within 30 days after move out. See SCENARIO ONE sample letter. If the landlord still refuses to return any portion of your deposit or refuses to justify why he/she is keeping your deposit, you can sue the landlord in small claims court to recover the amount of the deposit. *Instructions on how to file a small claims action against the landlord has been attached to this cover sheet.*

- 4) SCENARIO FOUR: My landlord never sent me my security deposit or an accounting and has sent my account to collections. What should I do?

ANSWER: You can sue the landlord (see scenario three, above) but should also take steps to protect your credit. Within 30 days of receiving the first letter or call from the collection agency, you can send the collection company a debt dispute and verification letter. *A sample Debt Dispute and Verification Letter is attached to this packet.* This letter tells the collection company that you want proof of what they claim you owe. More importantly, it also prevents the debt from affecting your credit score. After sending the debt dispute and verification letter, you should contact an attorney to discuss your options.

SCENARIO ONE: SAMPLE DEPOSIT/ACCOUNTING REQUEST LETTER

Landlord Name: _____

Landlord Address: _____

City, State, ZIP: _____

Date: _____

RE: Security Deposit Accounting Request

Dear Landlord,

I resided at _____, and
my tenancy ended on: _____ .

I have not yet received my security deposit or a written itemized accounting. Please be advised that pursuant to NRS 118A.242, you are required to provide me with a written itemized accounting and any portion of my security deposit that I am entitled to, **no later than 30 days after the termination of the tenancy.**

Please send my security deposit and a written itemized accounting to the following address: _____ .

Sincerely,

Tenant Name: _____

Tenant Address: _____

City, State, Zip: _____

Phone number: _____

SCENARIO TWO: SAMPLE DISPUTE LETTER

Landlord Name: _____

Landlord Address: _____

City, State, ZIP: _____

Date: _____

RE: Security Deposit Accounting Dispute

Dear Landlord,

I resided at _____, and
my tenancy ended on: _____. I am disputing the security
deposit accounting you sent me, dated _____. Please be advised that under
Nevada law, a landlord can only use a tenant's security deposit for: 1) unpaid rent; 2) the
reasonable cost of repairing damage to the premises **not** caused by normal wear and tear;
and c) the reasonable cost of cleaning the premises. NRS 118A.240, NRS 118A.242(4).
Thus, the item or items I am disputing are as follows: _____

_____.

Please send me evidence of the disputed charges, including receipts, to the following
address: _____.

Sincerely,

Tenant Name: _____

Tenant Address: _____

City, State, Zip: _____

Phone number: _____

SCENARIO THREE: HOW TO FILE A SMALL CLAIMS CASE

STEP 1: Decide Where to File Your Case.

You will either file your case in Reno Justice Court or Sparks Justice Court: File in the Reno court if the property is located in the city of Reno, Stead, Bordertown, Cold Springs, Steamboat Springs, Lemmon Valley, Verdi or Washoe Valley. File in the Sparks court if the property is located in the Sparks Township.

Remember that the maximum amount you sue for in small claims court is \$10,000.

STEP 2: Fill Out the Appropriate Paperwork.

Small claims forms can be accessed online or physically at the appropriate courthouse.

Reno Justice Court is located at 1 South Sierra Street, Reno, NV 89501. The phone number is: 775-325-6500. Small claims documents can be accessed online here:

<https://www.washoecounty.us/rjc/divisions/civil/services/small-claims-civil-actions/small-claims-howto-file.php>

Sparks Justice Court is located at 1675 E. Prater Way, Suite #107, Sparks, NV 89434.

The phone number is 775-353-7600. Small claims documents can be accessed online here: <https://www.washoecounty.us/sjc/civildepartment/SmallClaims.php>

STEP 3: Pay the Filing Fee or Ask for a Fee Waiver.

You must pay a filing fee to start a small claims lawsuit. If you cannot afford the filing fee and costs, you may ask the court clerk for fee waiver papers (Motion to Proceed In Forma Pauperis). The Judge must approve the motion before your filing fee is waived.

Small Claims Filing Fees:

If the sum claimed does not exceed \$1,000	\$66
If the sum claimed exceeds \$1,000.01 but does not exceed \$2,500	\$86
If the sum claimed exceeds \$2,500.01 but does not exceed \$5,000	\$106
If the sum claimed exceeds \$5,000.01 but does not exceed \$7,500	\$146
If the sum claimed exceeds \$7,500.01 but does not exceed \$10,000	\$196
Counterclaims	\$71

STEP 4: File the Paperwork and Get a Mediation and Trial Date

STEP 5: Serve the Appropriate Party/Parties

STEP 6: Attend Mandatory Mediation and Trial, if Necessary

MORE DETAILED INSTRUCTIONS about the small claims process can be accessed at:

<https://www.washoecounty.us/rjc/divisions/civil/services/small-claims-civil-actions/index.php>

SCENARIO FOUR: DEBT DISPUTE AND VERIFICATION LETTER

Collector's Name: _____

Collector's Address: _____

City, State, ZIP: _____

Date: _____

RE: Account of _____ (your name)

Account No.: _____

Dear Collector,

I am writing in response to your letter/phone call dated _____. I do not believe that I owe this debt or what you say I owe.

Pursuant to the Fair Debt Collection Practices Act (FDCPA), Section 809(b), Validating Debts: "If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, **the debt collector shall cease collection of the debt**, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector..." (emphasis added)

I respectfully request that you provide me with the following: 1) The amount of the debt; 2) the name of the creditor to whom the debt is owed; 3) verification or copy of any applicable judgement; 4) proof that you are licensed to collect debts in Nevada; and 5) proof of the last payment made on the account.

I am asserting my rights under the FDCPA and the Fair Credit Reporting Act (FCRA), including these rights: 1) Because I have disputed this debt in writing within 30 days of receipt of your initial notice, you must obtain verification of the debt or a copy of the judgment against me and mail these items to me at your expense; 2) You cannot add interest or fess except those allowed by the original contract or state law; and 3) Any attempt to collect this debt without validating it violates the FDCPA.

I have disputed this debt. Therefore, until it is validated, your information concerning this debt is assumed to be inaccurate. If you have already reported this debt to any credit reporting agency or bureau, you must immediately inform them of my dispute. Finally, if you do not own this debt, I demand you immediately send a copy of this letter to the original creditor.

Sincerely, _____ (name and address)