

Habitability & Essential Services

Your landlord must maintain your rental property in a habitable condition. "Habitable condition" generally means that the rental property is livable so that an average person could reside there in reasonable comfort. This means there must be good plumbing, is sanitary, and meets housing and health codes!

Your landlord must provide certain "essential items or services," unless your lease says differently. "Essential items or services" generally means that your rental property has **heat, air-conditioning, running water, hot water, electricity, gas, a functioning door lock**, and other essential items or services.

1 Send Your Landlord Notice

Give **written** notice of the problem to your landlord or manager and **keep a copy** of the written notice you send. (You can use the Civil Law Self-Help Center's sample letter.) Keep proof of how you send the letter, *i.e.* email, text, certified mail.

2 Wait

If the issues are about "essential items or services", you must give your landlord 48 hours (not counting weekends and holidays) to fix the problem or to use his or her best efforts to fix the problem.

If the issues are about habitability, you must give your landlord 14 days (including weekends) to fix the problem or use his or her best efforts to fix the problem.

3 Enforce Your Rights If Landlord Fails to Repair

If Essential	If Habitability
<ul style="list-style-type: none">✓ Obtain your own essential services and deduct cost from the rent;✓ Obtain other housing (rent should stop at the rental property that lacks essential services) until the problem is fixed;✓ Sue the landlord for money if the problem is not fixed; or✓ Withhold your rent until the landlord has attempted in good faith to restore the essential services, without incurring late fees or other charges.	<ul style="list-style-type: none">✓ Terminate your lease and move out;✓ Sue your landlord;✓ 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); and/or✓ Withhold rent (and pay it into the court's escrow account).

4 Watch to See What Your Landlord Does

In response to you taking one or more of the actions listed 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 or obtain services elsewhere.

If your landlord tries to evict you, your landlord will serve you with some type of eviction notice. You must file a timely answer 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 withheld rent, pay it to the court.

In your court proceedings, you need to tell the judge in your answer that you are validly exercising your rights under Nevada law because your landlord failed to supply some essential item or service or failed to maintain your rental property in a habitable condition after you gave the required written notice.

No matter what right you choose to enforce, keep documents and receipts.

From (your name): _____
Address (your address): _____
City, State, Zip Code (your city, state, and zip): _____, _____
Telephone No. (your telephone number): (____) _____

Delivered on (date of delivery) _____

Via: ☐ Certified mail, return receipt requested ☐ Email ☐ Text message

To (landlord/agent name): _____
Address (landlord/agent address): _____
City, State, Zip (landlord/agent city, state, zip): _____

Re: Notice of Problem(s) with Habitability/Essential Services

Dear Landlord:

I am the tenant at (your rental address) _____

These are the habitability/essential services issues in my unit (list each problem in detail):

These problems have persisted since (date problems began) :

Please fix the habitability issues in my unit within 14 days from the date of this letter. If you fail to remedy these problems within 14 days, I intend to enforce my rights under Nevada law, which include withholding my rent, repairing the issue and deducting the amount from next month's rent, terminating my lease, and recovering damages. NRS 118A.290, 118A.355, and NRS 118A.360.

Please fix the essential services in my unit within 48 hours or sooner from the date of this letter. If you fail to remedy these problems within 48 hours, I intend to enforce my rights under Nevada law, which include repairing or obtaining the essential services and deducting that cost from rent, finding comparable housing and seeking actual and reasonable costs, withholding the rent, and recovering damages. NRS 118A.380.

Thank you for your anticipated cooperation in this matter. Please contact me to set up a convenient time for you to repair the problem. Be advised that Nevada law prevents retaliation against me for exercising my rights, as well as any charges for notices or late fees that result from my withholding rent.

Sincerely,

(Sign Name) _____

(Print Name) _____