



Notarizing Leases

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Frequently Asked Questions on AB 161

Since the passage of AB 161 during the 2017 legislative session, I have been getting a handful of questions about AB 161, otherwise known as the “notarized lease” bill. I have put together a handful of frequently asked questions to clarify some important points raised as a result of the passage of this bill.

Q. What Chapters does this bill affect?

A. This bill amends provisions in Nevada revised Statutes Chapters 118a (landlord and tenant) and 205 (crimes against property.)

Q. When did this bill take effect?

A. July 1, 2017.

Q. What was the ORIGINAL intent of the bill?

Squatters in Nevada often create fake leases. AB 161 initially sought to require that ALL rental agreements for single-family homes be notarized. While NVAR supports efforts to curb the squatting problem, this bill as introduced and amended did not fix the issues at hand. Our goal was to find a real solution without putting landlords and tenants at risk.

Q. What is the intent of the bill as PASSED?

A. The bill is intended to combat squatters, who often produce falsified rental documents when confronted by police officers trying to remove them from a home they are occupying illegally.



Q. What is the disclosure that I have been hearing about that needs to be on leases now?

A. The disclosure must be at the top of the first page of the agreement, in a font size at least two times larger than any other font size in the agreement, which states that:

(a) There are rebuttable presumptions¹ in NRS 205.0813 and 205.0817 that the tenant does not have lawful occupancy of the dwelling unless the agreement:

(1) Is notarized or is signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS; and

(2) Includes the current address and telephone number of the landlord or his or her authorized representative; and

(b) The agreement is valid and enforceable against the landlord and the tenant regardless of whether the agreement:

(1) Is notarized or is signed by an authorized agent of the landlord who at the time of signing holds a permit to engage in property management pursuant to chapter 645 of NRS; or

(2) Includes the current address and telephone number of the landlord or his or her authorized representative.

¹ See the question on the following page about what “rebuttable presumption” means.



Q. Do property managers need to have that DISCLOSURE on the top of the lease?

A. No, this disclosure is not required on leases signed by Nevada real estate property managers licensed under NRS 645.

Q. If I am a licensee managing my own property and I do not hold a PM permit, do I need to have the disclosure at the top of my lease?

A. Yes. The only exception for the leases that do not have to include the disclosure are for those who are managed by a property manager, or if you are a property manager managing your own property.

Q. I just sold a property to a buyer, and they intend to manage their own property, should I tell them that whatever lease they are using must include the disclosure?

A. No. You should not be giving legal advice to prospective buyers, but you can tell them to look at the new law and consult an attorney as to whether this disclosure is right for them.

Q. What does “rebuttable presumption” mean?

A. A rebuttable presumption is something that can be inferred from the existence of a given set of facts. This means that the fact that the lease is notarized means it can be presumed by law enforcement that the lease is VALID. So for those of you that want to play it safe, have all parties notarize the lease.

Q. Does this mean that all leases HAVE to be notarized?

A. NO. It means that NONE of the leases have to be notarized. However, notarizing a lease creates a rebuttable presumption that the tenant has lawful occupancy to the property. Remember, a rebuttable presumption is defined and explained in the question above.

Q. Is there a penalty if I don't notarize a lease?



A. No. There is not a penalty if you do not notarize a lease. Remember the standard used is the LACK of notarization creates a rebuttable presumption that the tenant does not have the right to live in a property if they can't produce a rental agreement that has been notarized.

Q. What are some final thoughts?

A. The Nevada Association of Realtors® worked diligently to ensure all leases in Nevada did not have to be notarized. Furthermore, when working with a property manager, keep in mind you do not have to include the DISCLOSURE on the lease, when working with a REALTOR® without a PM permit, you do.

Q. Who do I call if I have additional questions?

A. As always, if you have any questions please feel free to call the Legal Information Line at 800-748-6999.

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