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LVL EVICTIONS NEWSLETTER

Nevada Rent Evictions?

What are Landlords and Tenants to do?

What State of Nevada Should Have Done for Landlords and Tenants.

This Rent eviction issue is really becoming an BIG problem and annoyance. It appears that Tenants are getting the best of this deal. Tenants do not have to pay rent as long as the State of Nevada STOPS rent evictions. If the Nevada State Government wanted to stop the evictions, protect the Tenants and HELP the Landlord, then our fabulous government should have done the following:

1. Tenants be required to submit their applications for Rent Assistance to the State. This can be submitted online, fax, email or by regular mail.
2. Landlords be required to submit the Leases to the State for Rent Assistance. This can be submitted online, fax, email or by regular mail.
3. State be required to validate that Tenants are entitled to have their rent paid to Landlord through Rent Assistance. All State, County and City employees work to validate the application. Phone calls, faxes, emails, etc. to employers. Any Tenant caught lying to the State is prosecuted.
4. Landlords receive rent from the State for all Tenants that qualify.
5. Any Tenants that do not qualify, Landlord has the right to evict those Tenants.

State of Nevada links to Executive Orders/Senate Bills/etc. regarding this newsletter release date.

Directive 008, STOPS All Notices, Evictions and Lockouts.

[Directive 008, 03-29-2020, COVID-19 Declaration of Emergency](#)

Directive 025, Restarts Evictions in Stages, July, August, September 2020.

[Directive 025, 06-25-2020, COVID-19 Declaration of Emergency](#)

Directive 025, Lease Addendum and Promissory Note

[Directive 025, 06-25-2020, Lease Addendum and Promissory Note](#)

SBI, Chapter 5, Section 1, Allows Courts to Stay any Evictions for up to 30 days to establish a Mediation Procedure for Landlord/Tenant Evictions.

[SBI, Chapter 5, Up To 30 Day Stay for Evictions By Court](#)

Directive 031, Section 1, Extends Rent Evictions by 45 days from September 1, 2020 to October 15, 2020.

[Directive 031, 08-31-2020, COVID-19 Declaration of Emergency](#)

List of Notices that CAN be served on 08/01/2020

NOTE-1: The following notice can be served, unless the highly intelligent Nevada State Government changes it with a Senate Bill or Executive Order.

30-Day No Cause, 5-Day Lease Violation, 3-Day Nuisance, 5-Day Abandonment, 5-Day Tenancy-At-Will, 45-Day Rent Increase, 24-Hour Inspection/Maintenance, Standard Sale Notice To Tenants and 5-Day Unlawful Detainer.

Courts Authority to STAY any Eviction for up to 30 calendar days

NOTE-2: Even though the above notices in NOTE-1 can be served, there is still an issue with the Courts having the authority to Stay (delay) any Eviction for up to 30 calendar days to setup a Mediation Process for resolution (SBI, Chapter 5), unless the famous Nevada State Government changes it with a Senate Bill or Executive Order.

NOW..... How do you know if the Court is going to STAY your eviction? You DON'T KNOW. There is NO Crystal Ball you can look in to tell the future. It is up to the Judge in that Court.

ANYWAY..... Regarding Rent..... Landlords and Tenants should always try to work together to resolve this unforeseen COVID-19 rent issue.

NOW..... Let's look at what needs to happen.

Rent Repayment Plan Overview. Governor Steve Sisolak has issued Directive 025 as a solution to get the Landlord and Tenant rent issue under control. Section 1 of Directive 025 pertains to a Rent Repayment Plan ("Lease Addendum And Promissory Note For Rental Arrearages Due To COVID-19"). Here is what you need to know about the Rent Repayment Plan.

1. Entering into a Lease Addendum/Promissory Note is VOLUNTARY not REQUIRED.
{see Section 1, line 4}

2. Landlords need to make sure that their Rent Ledgers are up to date. All money received should have went to any outstanding debt in the order it was accrued (oldest debt paid off first).

3. Landlord can only apply late fees to any rent owed prior to 03/30/2020 and after 10/14/2020.

4. Landlord can NOT apply any late fees to rent owed between 03/30/2020 to 10/14/2020.

5. Nevada State SUGGESTED using a fifteen percent (15%) of monthly rent as a good repayment figure, in addition to the normal monthly rent. {see Lease Addendum and Promissory Note, PG-2, Section-B}

Example: \$1,000.00 monthly rent x .15 (15%) = \$150.00/month extra rent +
\$1,000.00 monthly rent = \$1,150.00/month total rent.

6. Landlord must decide whether to use the SUGGESTED repayment percentage (15%) or use your own percentage that works for both you and your tenant. You should work with your tenant to see what percentage he/she is comfortable in repaying. Normally the shortest repayment plan works best for both Landlord and Tenant, as long as the Tenant can afford the extra rent amount due.

7. Landlord should send Tenant an email with the Repayment Plan laid out until rent goes back to normal rent (no Repayment Plan owed).

8. If Tenant agrees to Repayment Plan, you enter into (both Landlord and Tenant sign, date and initial) a "Lease Addendum and Promissory Note for Rental Arrearages Due to COVID-19" in accordance with Directive 025.

9. If Landlord and Tenant can NOT come up with an agreeable Repayment Plan, then keep that correspondence (email, text, letter, fax) and proceed with a 7-Day Rent notice.

10. 7-Day Rent notices can be served on 10/15/2020. Governor Sisolak, on 08/31/2020, by Directive 031, extended the Rent Evictions protection, which was going to end on 08/31/2020 @ 12:00 midnight, now will end 45 days later, (08/31/2020 + 45 days = ends on 10/14/2020 @ 12:00 midnight).

NOTE-3: Again, the above overview is subject to change depending upon our simple minded Nevada State Government making changes with a Senate Bill or Executive Order.

Example of a Rent Repayment Plan

Total Rent + Late Fees Owed prior to 03/30/2020 = \$0.00 {Directive 025}

Total Rent Owed (03/30/2020 to 08/31/2020) = \$4,000.00 {Directive 008, 025}

Normal Rent = \$1,000.00/month {Lease}

Directive 025, Suggested Periodic Payment (15% of monthly rent**) =
\$150.00/month

** This is a SUGGESTED percentage not a MUST percentage.

a) Example of Repayment Plan {Directive 025 Repayment SUGGESTED, **15%** of monthly rent, **\$150**/month extra}

--- \$1,150.00/month {1st – 26th months: \$1,150.00, 27th month: \$1,100.00} = **(27)** months Repayment Calculation

b) Example of Repayment Plan {Other than SUGGESTED, **20%** of monthly rent, **\$200**/month extra}

--- \$1,200.00/month = {1st – 20th months: \$1,200.00} = **(20)** months Repayment Calculation

c) Example of Repayment Plan {Other than SUGGESTED, **25%** of monthly rent, **\$250**/month extra}

--- \$1,250.00/month = {1st – 16th months: \$1,250.00} = **(16)** months Repayment Calculation

d) Example of Repayment Plan {Other than SUGGESTED, **30%** of monthly rent, **\$300**/month extra}

--- \$1,300.00/month = {1st – 13th months: \$1,300.00, 14th month: \$1,100.00} = **(13)** months Repayment Calculation

e) Example of Repayment Plan {Other than SUGGESTED, **35%** of monthly rent, **\$350**/month extra}

--- \$1,350.00/month = {1st – 11th months: \$1,350.00, 12th month: \$1,150.00} = **(12)** months Repayment Calculation

NOTE-4: The higher the repayment percentage the shorter the repayment time and the higher the extra rent payment. Landlords and Tenants should be reasonable and work together.

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