

**SOUTHERN NEVADA HEALTH DISTRICT REGULATIONS GOVERNING
PUBLIC HEALTH IN HOUSING**

WHEREAS, the Southern Nevada Health District (SNHD) is the public health entity for Clark County, Nevada, and pursuant to Nevada Revised Statutes (NRS) Chapter 439, has jurisdiction over all public health matters in the Clark County, Nevada; and

WHEREAS, NRS 439.366 authorizes the Southern Nevada District Board of Health (Board), SNHD's governing body, to adopt regulations to prevent and control public health hazards and nuisances and to protect and promote the public health and safety in the geographical area subject to the SNHD's jurisdiction; and

WHEREAS, NRS 439.479 authorizes the SNHD to regulate any health hazard on residential property, rental dwellings, or on commercial property; recover all related costs incurred; and establish an administrative hearing process to address such concerns,

WHEREAS, NRS 439.490 authorizes the SNHD to order the abatement or removal of any nuisance and the recovery,

WHEREAS, the Board finds that public health nuisances (PHNs) and hazards in housing affect the health and the well being of the residents of Southern Nevada, and finds that it is necessary to adopt SNHD Regulations Governing Public Health in Housing to prevent and control health and safety hazards, and to regulate the safe and sanitary conditions of those areas and structures where public health nuisances previously existed, and

WHEREAS, the SNHD recognizes the importance of applying the principles of maintaining healthy housing as defined by federal, state, and local agencies and authorities; with the intent to reduce illness and injuries resulting from unsafe and unhealthy living conditions in Clark county homes,

WHEREAS, the owners of all dwellings, including real property, manufactured homes, mobile homes, or factory-built housing located within Clark County who rent such dwellings to individuals for residential purposes and the tenants who reside in such rental properties shall maintain that property in a condition that does not pose a health and safety hazard to the residents of the property or to the occupants of the neighboring properties or dwelling units,

WHEREAS, the Board believes that the following Regulations are designed to protect and promote the public health and safety, it does therefore publish, promulgate and order compliance within Clark County, Nevada with the substantive and procedural requirements hereinafter set forth.

INTENT AND SCOPE

Intent The purpose of these Regulations is to protect and promote the public health, safety, and environment through preventive measures and timely correction of significant public health and environmental issues associated with rental dwelling properties.

Scope These Regulations apply uniformly to all buildings, structures, or parts thereof that are designed, intended for use, or used for human habitation.

**SOUTHERN NEVADA HEALTH DISTRICT REGULATIONS GOVERNING
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Section 1 DEFINITIONS

Summary of abbreviations of terms used in these Regulations

EPA	United States Environmental Protection Agency
° F	Degrees Fahrenheit
Building Code	International Building Code
IDLH	Immediately Dangerous to Life or Health
ISDS	Individual Sewage Disposal System
NAC	Nevada Administrative Code
NRS	Nevada Revised Statutes
ppm	Parts per million
PHN	Public Health Nuisance
REHS	Registered Environmental Health Specialist
SDWA	Safe Drinking Water Act
SNHD	Southern Nevada Health District

As used in these Regulations, unless the context otherwise requires, the following words and terms defined have the meanings ascribed to them in this document.

- 1.1 **“Abate”** defined. **Abate** means to suppress or put an end to a public nuisance or contributing act, or to reduce the degree or the intensity of a public nuisance to a level acceptable to the Health Authority.
- 1.2 **“Administrative Hearing Officer”** defined. An **Administrative Hearing Officer** is the person designated by the Health Authority to conduct a hearing relating to a citation, order, or notice issued by the Health Authority or any other matter relevant to the enforcement of these Regulations.
- 1.3 **“Agency of jurisdiction”** defined. The **agency of jurisdiction** is the local building department; safety authority; fire marshal; business licensing; police; another federal, state, or local health agency; federal regulatory agencies; departments of agriculture; other than the Health Authority; having jurisdiction concerning construction, operation, maintenance, and public safety of any dwelling or dwelling unit, congregate residence, structure, natural or man-made area, natural or man-made body of water, or facility.
- 1.4 **“Air conditioner”** defined. An **air conditioner** is a home appliance, system, or mechanism designed to dehumidify and extract heat from an area. The cooling is done using a simple refrigeration cycle. Its purpose in a building is to provide comfort during either hot or cold weather and to control air quality through the use of filters.
- 1.5 **“Approved”** defined. **Approved** means acceptable to the Health Authority based on conformance with any applicable, adopted Regulations, good public health practices, and recognized industry standards.
- 1.6 **“Asbestos or asbestos material”** defined. **Asbestos or asbestos material** is chrysotile, amosite, crocidolite; or in fibrous form, tremolit-asbestos, anthophyllite-asbestos, or actinolite-asbestos; or asbestos or any material containing asbestos.

- 1.7 “**Bathroom**” defined. A **bathroom** is a room which contains a bathtub or a shower, or both.
- 1.8 “**Bedding**” defined. **Bedding** includes mattresses, quilts, blankets, sheets, pillows, comforters, and spreads.
- 1.9 “**Breeding source**” defined. A **breeding source** is any area capable of sustaining the reproduction of mosquitoes, rodents, or other pests such as cockroaches, other insects, or spiders. Breeding sources for mosquitoes may include, but are not limited to, artificial containers (e.g., buckets, barrels, tires, bottles, tubs, tanks, gutters, bird baths, etc.), water features, ditches, streams, flooded areas, and all other such sources of standing water or other liquid. Breeding sources for rodents; arthropod pests (e.g., cockroaches and other insects; spiders, scorpions, and centipedes) include secluded outdoor or indoor areas such as walls, retaining garden walls, woodpiles, leaf or compost piles, unsecured solid waste containers, or any other area providing harborage, food and water sources, and secure nesting or living areas sufficient to breed and complete the life cycle of the pest animal.
- 1.10 “**Building**” defined. A **building** is a fixed construction with walls, foundation, and roof, such as a house, factory, storage building, or garage.
- 1.11 “**Business day**” defined. A **business day** is Monday through Friday with the exception of federal and state holidays.
- 1.12 “**Carbon monoxide detector**” defined. A **carbon monoxide detector** is a detector comprising an assembly that incorporates a sensor, control components, and an alarm notification appliance in one unit operated for the purpose of detecting carbon monoxide gas.
- 1.13 “**Cease and Desist Order**” defined. A **Cease and Desist Order** is a written Order issued by the Health Authority which directs the responsible person, whether the responsible person is the Landlord or tenant, to immediately stop doing or allowing a specific action to occur at a residence; dwelling unit; commercial property; health-permitted facility of any type; natural or man-made areas, structures, or bodies of water; or any other similar location which is causing, allowing, or creating the conditions that has or are likely to result in the occurrence of a public health nuisance. A Cease and Desist Order does not include an inherent direction to completely cease operating any of the above-listed locations. Under certain circumstances, a Cease and Desist Order can include a timeframe to achieve compliance with the Order so long as there is not an imminent threat to public health or safety.
- 1.14 “**Central heating system**” defined. A **central heating system** is a single system supplying heat to one or more dwelling unit(s) or more than one rooming unit or congregate residence.
- 1.15 “**Certified applicator**” defined. A **certified applicator** is any person who is certified by the Director of the Nevada Department of Agriculture as qualified to use or to supervise the use of any restricted-use pesticide.

- 1.16 **Children**” defined. For the purposes of these Regulations, **children** are defined as people twelve (12) years of age or younger.
- 1.17 **“Clean”** defined. **Clean** means free of visible dirt, dust, sludge, foam, slime (including algae and fungi), bodily excretions or secretions, rust, scale, mineral deposits, accumulation of impurities, and/or other foreign material.
- 1.18 **“Communicable disease”** defined. A **communicable disease** is a disease which is caused by a specific infectious agent or its toxic products, and which can be transmitted, either directly or indirectly, from a reservoir of infectious agents to a susceptible host organism. Transmission can include methods that involve a vector pest.
- 1.19 **“Congregate residence”** defined. A **congregate residence** is any building or portion thereof that contains facilities for living, sleeping, and sanitation, as required by code, and may include facilities for eating, cooking, or for occupancy by other than a family. A congregate residence may be a shelter, convent, monastery, dormitory, and fraternity or sorority house, but does not include jails, hospitals, nursing homes, public accommodation facilities, or lodging houses.
- 1.20 **“Dangerous structure or conditions”** defined. **Dangerous structure or conditions** means a structure or condition that may cause injury to or endanger the health, life, property, or safety of the general public or the occupants, if any, of the real property on which the structure or condition is located. The term includes, without limitation, a structure or condition that does not meet the requirements of a code or regulation adopted pursuant to NRS 268.413 with respect to minimum levels of health or safety or violates an ordinance, rule, or regulation regulating health and safety enacted, adopted, or passed by any agency of jurisdiction, the violation of which is designated as a nuisance in the ordinance, rule or regulation.
- 1.21 **“Debris”** defined. **Debris** means materials which may be present in accumulations including, but not limited to: deteriorated lumber; old newspapers; furniture parts; stoves, sinks; cabinets; household fixtures; refrigerators; car parts; abandoned, broken, or neglected equipment; or the scattered remains of items.
- 1.22 **“Deterioration”** defined. **Deterioration** means a lowering in quality of the condition or appearance of a building, structure, or premises or parts thereof characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or any other evidence of physical decay, damage, neglect, or lack of maintenance.
- 1.23 **“Dilapidated”** defined. **Dilapidated** means in a state of disrepair or ruin and no longer adequate for the purpose or use for which it was originally intended.
- 1.24 **“Dwelling” or “dwelling unit”** defined. A **dwelling** or **dwelling unit** is any enclosed space, structure, or part of a structure, including manufactured homes, mobile homes, or factory-built housing that is wholly or partly occupied as, used, or designed or intended for occupancy as a residence for living, sleeping, cooking, and eating by one person who maintains a household or by two or more persons who maintain a common household.

- 1.25 **“ Dwelling unfit for human habitation, use, or occupancy”** defined. **Dwelling unfit for human habitation, use or occupancy** means any dwelling, apartment house, congregate residence, lodging house, manufactured home, mobile home, or factory-built housing or other structure for living or sleeping purposes which, by reason of its construction or by reason of the lack of maintenance or repair thereof, is in such a condition as creates a hazard to the health, welfare, or safety of its occupants.
- 1.26 **“Egress”** defined. **Egress** means a continuous and unobstructed path of travel from any point in a dwelling, arranged with accessible openings to the exterior of the structure, to ensure safe means of exit from the building to an abutting public way or area.
- 1.27 **“Electrical lighting”** defined. **Electrical lighting** is lighting that uses electricity to produce illumination, also called electric lamps. Illumination produced electrically.
- 1.28 **“Enforcement”** defined. **Enforcement** means diligent effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal processes. Except as otherwise provided in these Regulations, **enforcement** may include inspections of existing land, buildings, and structures.
- 1.29 **“Environmental surface”** defined. An **environmental surface** is the surface of any furniture, equipment, fixtures, walls, floors, ceilings, lavatories, toilets, tables, countertops, cabinets, play equipment, or similar surface which is part of a dwelling.
- 1.30 **“Equipment”** defined. **Equipment** includes any articles that are used in the functional operation of a dwelling such as a freezer, refrigerator, ice maker, mixer, oven, stove, scale, sink, table, temperature measuring device, laundry washer, dryer, or warewashing machine. This definition excludes disposable or single-use articles which are discarded after use. The term equipment may also be used when referring to the mechanical devices comprising a swimming pool, spa, or water feature.
- 1.31 **“Exterior opening”** defined. An **exterior opening** is any open or closed window, door, or passage designed and installed to open between interior and exterior spaces of the dwelling or to provide egress to the outside of the dwelling.
- 1.32 **“Factory-built housing”** defined. **Factory-built housing** is a residential building, dwelling unit, or habitable room thereof, which is either wholly manufactured or is in substantial part manufactured at an off-site location to be wholly or partially assembled on-site in accordance with regulations adopted by the Manufactured Housing Division of the Department of Business and Industry pursuant to NRS 461.170, but does not include a mobile home or recreational park trailer.
- 1.33 **“Family or household”** defined. A **family or household** is one or more individuals living together in a single dwelling unit and sharing common living, sleeping, cooking, and eating facilities.
- 1.34 **“Flush toilet”** defined. A **flush toilet** is a toilet bowl that can be flushed with water supplied under pressure and that is equipped with a water-sealed trap above the floor level.

- 1.35 “**Foot-candle**” defined. **Foot-candle** is a unit of measure of the intensity of light falling upon a surface, equal to one lumen per square foot and originally defined with reference to a standardized candle burning at one foot from a given surface.
- 1.36 “**Fumigation**” defined. **Fumigation** is the application of a poisonous substance that has a vapor pressure greater than five (5) millimeters of mercury at 77° F that is intended to destroy living organisms, e.g., methyl bromide.
- 1.37 “**Furniture**” defined. **Furniture** is any movable article in a room or public area that makes the area fit for living or working. Furniture includes but is not limited to, tables, chairs, bed headboards, bed frames, box frames, sofas, carpets, curtains, pictures, vases, mirrors, televisions and other electrical equipment, and appliances. Bedding, utensils, and tableware are NOT considered to be furniture.
- 1.38 “**Guest**” defined. A **guest** is an individual who shares a dwelling unit with a tenant in a nonpermanent status for not more than 30 days.
- 1.39 “**Habitable room**” defined. A **habitable room** is a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes; excluding bathrooms, laundries, furnace rooms, pantries, kitchens, and utility rooms, foyers, or communicating corridors, stairways, closets, storage spaces, workshops, and hobby and recreation areas.
- 1.40 “**Harborage**” defined. **Harborage** means any condition or place which may provide shelter for public health vectors or favor their multiplication or continued existence.
- 1.41 “**Health Authority**” defined. **Health Authority** means the officers and agents of the Board and the SNHD.
- 1.42 “**Health hazard**” defined. **Health hazard** means any biological, physical, or chemical exposure, condition, or public nuisance that may adversely affect the health of a person.
- 1.43 “**Heater**” defined. **Heaters** include all furnaces, unit heaters, domestic incinerators, cooking and heating stoves and ranges, and other similar devices.
- 1.44 “**Hot water**” defined. **Hot water** is water that attains and maintains a temperature between ninety (90) and one hundred twenty (120) degrees Fahrenheit (°F). Each application of hot water in a dwelling, such as hand washing, ware washing, or other uses may require a more specific temperature range to be effective and appropriate for that use.
- 1.45 “**Imminent hazard**” defined. An **imminent hazard** is any condition associated with real property that places a person’s life, health, or property in high risk of peril when such condition is immediate, impending, or on the point of happening or menacing.
- 1.46 “**Infestation**” defined. An **infestation** is the existence of any pests, which inhabit or overrun in numbers or quantities large enough to be harmful, threatening, or obnoxious, or otherwise considered a nuisance. **Infestations** may also exist as parasites living on or in the environment of humans, such as bedbugs or lice.

- 1.47 “**Kitchen**” defined. A **kitchen** is a room within a dwelling or dwelling unit or part of a building equipped for preparing and cooking food.
- 1.48 “**Landlord**” defined. The **Landlord** is the person who provides a dwelling unit for occupancy by another person, the tenant, pursuant to a rental agreement. The property owner may employ or use the services of a property manager or property management company, or other designated person, but the property owner is ultimately accountable for the remediation of PHNs. The term “Landlord,” for the purposes of these Regulations, is the property owner or their designated responsible person, property manager, or property management company.
- 1.49 “**Lead**” defined. **Lead** is a naturally occurring heavy metal element that is widely present in the environment due to both its natural occurrence and human activities. Lead toxicity in humans has been well documented and adversely impacts many body systems. Even low exposures to lead have been shown to severely affect the development of children under the age of six. There is no safe level of lead for children.
- 1.50 “**Lead-containing paint**” defined. **Lead-containing paint** is paint or other similar surface coating materials containing lead or lead compounds in which the lead content (calculated as lead metal) is in excess of 0.009 percent [ninety (90) parts per million (ppm)] by weight of the total nonvolatile content of the paint or the weight of the dried paint film.
- 1.51 “**Licensing authority**” defined. The **licensing authority** is any agency of Clark County or an incorporated city within Clark County that meets the requirements for which they are authorized to issue the particular license sought by the applicant.
- 1.52 “**Manufactured home**” defined. A **manufactured home** is a structure which is built on a permanent chassis; designed to be used with or without a permanent foundation as a dwelling when connected to utilities; transportable in one or more sections; and eight (8) feet or more in body width or forty (40) feet or more in body length when transported, or, when erected on-site, contains 320 square feet or more. The term includes the plumbing, heating, air-conditioning, and electrical systems of the structure.
- 1.53 “**Mobile home**” defined. A **mobile home** is a vehicular structure which is built on a chassis or frame, is designed to be used with or without a permanent foundation, is capable of being drawn by a motor vehicle, and is used as a dwelling when connected to utilities.
- 1.54 “**Mold**” defined. **Mold** is any of the microscopic organisms of the kingdom *Fungi*, which possess a filamentous structure or mycelium. Molds are devoid of chlorophyll and generally have cell walls made primarily of chitin.
- 1.55 “**Multi-family dwelling**” defined. A **multi-family dwelling** is a structure that contains more than one separate residential dwelling unit, which is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.
- 1.56 “**Natural light**” defined. **Natural light** is light supplied by the sun, as opposed to artificial light from light bulbs.

- 1.57 **“Nuisance”** defined. A **nuisance** is anything, which is injurious to health, or offensive to the senses, so as to interfere with the comfort or endanger the health or safety of the public.
- 1.58 **“Occupant”** defined. The **occupant** is any person who has the use of or occupies any building or any part thereof or who has the use or possession, actual or constructive, of the premises whether the property owner or tenant. In the case of vacant buildings or vacant portions of a building, or in case of occupancy in whole or in part by the property owner, the owner of the building shall be deemed to be, and shall have responsibility of an occupant of such building.
- 1.59 **“Overcrowd”** defined. To **overcrowd** means to overfill a room and/or dwelling unit with human occupants beyond permissible occupancy, causing a condition where there is insufficient and inadequate housing space to support the needs and desires of a family or group for a good quality of life.
- 1.60 **“Pathogenic”** defined. **“Pathogenic”** means the ability to produce disease.
- 1.61 **“Permissible occupancy”** defined. **Permissible occupancy** means the maximum number of individuals permitted to reside in a dwelling unit, rooming unit, or dormitory.
- 1.62 **“Person”** defined. The term, **person** includes individuals, firms, partnerships, associations, public or private institutions, municipalities, political subdivisions of the state of Nevada, governmental agencies, or public or private corporations and limited liability companies.
- 1.63 **“Pest”** defined. **Pests** are living organisms that occur where they are not wanted or that cause damage to crops or humans or other animals. Common examples include: insects, rodents, and other animals, unwanted plants (weeds), fungi, and pathogenic microorganisms such as bacteria and viruses, and prions.
- 1.64 **“Pest control”** defined. **Pest control** is the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by exterminating, poisoning, spraying, fumigating, trapping, or any other recognized and legal pest elimination methods approved by the agency of jurisdiction with regard to integrated pest management.
- 1.65 **“Pesticide”** defined. A **Pesticide** is any substance or mixture of substances, including any living organisms or any product derived therefrom or any fungicide, herbicide, insecticide, nematocide or rodenticide, intended to prevent, destroy, control, repel, attract, or mitigate any insect, rodent, nematode, snail, slug, fungus, and weed and any other form of plant or animal life or virus, except virus on or in a living human or other animal, which is normally considered to be a pest.
- 1.66 **“Plumbing”** defined. **Plumbing** includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, installed dishwashers, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and similarly supplied fixtures, and the installation thereof, together with all connections to water, sewer, or gas lines.

- 1.67 “**Plumbing code (PC)**” defined. **Plumbing Code** means the International or Universal Plumbing Code or the *PLUMBING SYSTEMS* chapter of the International or Universal Building Code relevant to plumbing adopted by the building department of the agency of jurisdiction.
- 1.68 “**Potable water**” defined. **Potable water** is water that is safe for human consumption.
- 1.69 “**Premises**” defined. **Premises** means a dwelling unit and the structure of which it is a part, facilities, furniture, utilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants.
- 1.70 “**Property**” defined. **Property** means land and improvements (real property), and includes water located thereon.
- 1.71 “**Property manager**” or “**property management company**” defined. A **property manager** or **property management company** is a person or entity that serves as an agent of the property owner in carrying out or performing agreed upon management services for the benefit of the owner and the property itself.
- 1.72 “**Property owner**” defined. The **property owner** is one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, except a trustee under a deed of trust who is not in possession of the property or all or part of the beneficial ownership, and a right to present use and enjoyment of the premises. Lawful title as determined by the Clark County Assessor at the time of service is used to identify the property’s legal owner at the time of inspection or assessment.
- 1.73 “**Public accommodation facility**” defined. A **public accommodation facility** is a hotel/casino, resort, hotel, motel, hostel, bed and breakfast facility, or other facility offering rooms or areas to the public for monetary compensation or other financial consideration on an hourly, daily, or weekly basis.
- 1.74 “**Public area**” defined. A **public area** is any area open to public view, whether indoors or outdoors to which the public has approved access, excluding individual classrooms, play areas, and restrooms, at a dwelling unit.
- 1.75 “**Putrescible**” defined. **Putrescible** means capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors or gases.
- 1.76 “**Rent**” defined. **Rent** means all periodic payments to be made to the Landlord for occupancy of a dwelling unit, including, without limitation, all reasonable and actual late fees set forth in the rental agreement.
- 1.77 “**Rental agreement**” defined. The **rental agreement** is any oral or written agreement for the use and occupancy of a dwelling unit or premises.
- 1.78 “**Responsible person**” defined. The **responsible person** is the individual designated by the property owner as being responsible for compliance with these Regulations.
- 1.79 “**Restricted-use pesticide**” defined. A **restricted-use pesticide** is any pesticide, including any highly toxic pesticide, which the Nevada State Department of Agriculture has determined after a hearing, to be injurious to persons, pollinating insects, bees,

animals, crops or land, other than pests or vegetation it is intended to prevent, destroy, control or mitigate; or detrimental to vegetation, except weeds; wildlife; or public health and safety; or has been classified for restricted use by or under the supervision of a certified applicator in accordance with Title 7, Agriculture; Chapter 6, Insecticides and Environmental Pesticide Control; Subchapter II, Environmental Pesticide Control; Section 136.

- 1.80 “Restroom” defined.** A **restroom** is a room that contains one or more flush toilets and one or more hand washing sinks, unless the hand washing sinks are located in an easily accessible area not directly within the toilet room.
- 1.81 “Rodent” defined.** A **rodent** is a member of the mammalian order Rodentia, characterized by front teeth adapted for gnawing and cheek teeth adapted for chewing. The most common rodent groups of public health significance include those containing mice and rats. Worldwide, rats and mice spread over 35 diseases. Rodent-borne diseases are spread directly to humans through bite wounds, consuming food or water that is contaminated with rodent feces, coming in contact with surface water contaminated with rodent urine, or through breathing in germs that may be present in rodent urine or droppings that have been stirred into the air (a process known as “aerosolization”). Diseases from rodents are also spread indirectly to humans by way of ticks, mites, and fleas that transmit the infection to humans after feeding on infected rodents. In some cases, the rodents are the reservoirs (carriers) of the diseases, while in other cases the ticks, mites, or fleas act as the disease reservoirs.
- 1.82 “Safety” defined.** **Safety** is the condition of being reasonably free from danger and hazards that may cause accidents or disease.
- 1.83 “Sanitized” defined.** **Sanitized** means the treatment of equipment, utensils, and surfaces using a process which has been approved by the Health Authority as being effective in destroying pathogenic microorganisms.
- 1.84 “Service animal” defined.** A **service animal** is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.
- 1.85 “Sewage” defined.** **Sewage** is the water-carried human or animal waste from residences, buildings, industrial establishments, feedlots or other places, together with such ground water infiltration and surface water as may be present. The term includes the mixture of sewage with wastes or industrial wastes and gray water.
- 1.86 “Significant water/moisture or chronic dampness” defined.** **Significant water/moisture or chronic dampness** means:
- The presence of uncontrolled visible water or detectable moisture (measured as 95 percent relative humidity or higher) which persists for more than twenty-four (24) hours from an unmitigated source such as a roof leak, pipe leak or similar unexpected source; or
 - Moisture may be present due to the water contained in warmer air condensing into droplets when it reaches dew point against a cooler surface such as a wall, causing detectable condensation.
 - Moisture readings in wall and floor components that exceed recommended percentages for specific materials such as construction materials (12-16 percent)

and wood (25 percent). While not absolutes, they may indicate a developing problem.

- The presence of uncontrolled visible water or detectable moisture (measured as 95 percent relative humidity or higher) which originates from the normal activities associated with a dwelling unit and continues on an ongoing basis; or
- Evidence of uncontrolled visible water or detectable moisture (unmeasured) indicated by the presence of visible mold.

1.87 “Smoke alarm” defined. A **smoke alarm** is a warning device that sets off a loud signal when excessive smoke, heat, or other visible or invisible products of combustion are detected. A **smoke alarm** is usually battery-operated, but may also be connected to a structure’s electrical system as a backup power source.

1.88 “Solid waste” defined. **Solid waste** is all putrescible and nonputrescible refuse in solid or semisolid form, including, but not limited to, garbage, rubbish, junk vehicles, ashes or incinerator residue, street refuse, dead animals, demolition waste, construction waste, and solid or semisolid commercial and industrial waste. The term does not include hazardous waste managed pursuant to **NRS 459.400 to 459.600**, inclusive.

1.89 “Solid waste container” defined. A **solid waste container** is a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions, or such other containers as have been approved by the Health Authority. Openings into the container, such as covers and doors, shall be tight fitting.

1.90 “Sound condition” defined. **Sound condition** means any structure, building, or component that is in a condition to withstand designed or anticipated loads. This would include maintenance for weather protection, free of deterioration and damage.

1.91 “Space heater” defined. A **space heater** is a self-contained heating appliance of either the convection type or the radiant type and intended primarily to heat only a limited space or area such as one (1) room or two (2) adjoining rooms.

1.92 “Stairway” defined. A **stairway** is any grouping of stairs consisting of three or more risers.

1.93 “Structure” defined. **Structure** means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

1.94 “Substandard dwelling” defined. A **substandard dwelling** is any dwelling; house court; dormitory; public accommodation facility; apartment house; manufactured homes, mobile homes, or factory-built housing; which, through lack of maintenance or repair, generally endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof.

1.95 “Suitable barrier” defined. A **suitable barrier** is any barrier that is not easily deformed, non-climbable, and able to prevent entry or access into areas that present a hazard to children.

- 1.96 “Supplied”** defined. **Supplied** means paid for, furnished by, provided by, or under the control of the property owner, Landlord, or other agent.
- 1.97 “Swimming pool”** defined. A **swimming pool** is any structure intended for swimming or recreational bathing that is designed to contain water over eighteen (18) inches deep. This includes in-ground, aboveground and on-ground swimming pools; hot tubs; portable and non-portable spas; and fixed in-place wading pools. All swimming pool water must be maintained in a clear condition, which is free of algae, insects, debris, and in a sanitary condition.
- 1.98 “Tenant”** defined. The **tenant** is a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.
- 1.99 “Toxic substance”** defined. A **toxic substance** is any chemical product applied on the surface of or incorporated into any structural or decorative material, or any other chemical, biological, or physical agent in the home environment or its immediate surroundings, which constitutes a potential hazard to human health at acute or chronic exposure levels.
- 1.100 “Vector”** defined. A **vector** means an organism, usually an insect or other arthropod, rodent, or other animal, capable of transmitting the causative agents of human diseases or affecting public health and well-being.
- 1.101 “Vector-related public health nuisance (PHN)”** defined. A **vector-related public health nuisance (PHN)** is any of the following:
- Any breeding place or harborage for mosquitoes, flies, other insects, or rats of public health importance which exists by reason of any use made of the land on which it is found, or any artificial or natural environmental change in the land’s condition.
 - Presence of immature arthropods of public health importance shall constitute prima facie evidence that a place is a breeding place for arthropods.
 - Any activity that supports the development, attraction, breeding, or harborage of vectors, or that facilitates the introduction or spread of vectors.
- 1.102 “Vegetation”** defined. **Vegetation** is plant life of any kind, whether living or dead, characterized as grass, weeds, bushes, cacti, and trees.
- 1.103 “Water closet”** defined. A **water closet** is an enclosed room or compartment containing a toilet bowl fitted with a mechanism for flushing.

Section 2

SUBSTANTIAL HAZARDS TO PUBLIC HEALTH AND SAFETY

- 2.1** The following section discusses conditions found in substandard dwellings and property, to the extent that the conditions on the property or in the dwelling endanger the life, limb, health, property, safety, or welfare of the public or the occupants thereof . Any building or part of a building including any dwelling unit, congregate residence, or the premises on which the dwelling is located, in which there exists any of the following listed conditions shall be declared to be a substantial hazard to public health and safety or substandard dwelling.
- 2.2** It is the responsibility of the Landlord to provide a dwelling unit within a congregate residence that is habitable and in good condition, free of substantial hazards to health and safety, upon the initial commencement of the rental agreement with the tenant. The Landlord shall make reasonable attempts to maintain the dwelling unit or congregate residence in a good and habitable condition that does not present any of the substantial health and safety hazards in this Section.
- 2.3** Tenants and their authorized guests shall maintain the part of the dwelling unit or congregate residence which they occupy in a clean and safe condition, which does not constitute a substantial hazard to health and safety.
- 2.3.1** Tenants shall not deliberately or negligently render the premises uninhabitable, nor conduct themselves in a manner that constitutes a PHN.
- 2.3.2** Tenants shall cooperate with the agents of the Health Authority and the Landlord in assessing and attempting to resolve any health hazards allegedly present in the dwelling unit.
- 2.3.3** Substantial sanitation hazards include, but are limited to:
- 2.3.3.1** Lack of, or improper flush toilet, lavatory, or bathtub or shower in a dwelling unit.
 - 2.3.3.2** Insufficient flush toilets, lavatories, and bathtubs or showers per number of occupants in a dwelling.
 - 2.3.3.3** Lack of hot and/or cold running water to plumbing fixtures in a dwelling unit or congregate residence.
 - 2.3.3.4** Moisture intrusion or chronic dampness in habitable rooms.
 - 2.3.3.5** Infestation, harborage, or propagation of insects, vermin, or rodents.
 - 2.3.3.6** Lack of connection to required sewage disposal system.
 - 2.3.3.7** Lack of adequate solid waste storage and removal facilities.
- 2.3.4** Structural hazards that have led or may lead to the presence of substantial health and safety hazards, include, but are not limited to:
- 2.3.4.1** Deteriorated building foundations which allow pests or moisture to enter or cause any other determinable substantial hazard to health and safety.
 - 2.3.4.2** Defective or deteriorated flooring, floor supports, stairways, and railings, which are likely to cause injury.

- 2.3.7.3** Safe ambient room temperatures are between sixty (60° F) and ninety (90° F) in all rooms and areas within the occupied dwelling.
- 2.3.7.4** Furnaces and central heating units that are not capable of warming the dwelling to sixty (60° F) or above in the winter, when operated at maximum heating capacity, are considered substantial hazards. Cooking appliances may not be used to supply heat.
- 2.3.7.5** Air conditioning units that are not able to cool the dwelling to ninety (90° F) or below in summer, when operated at maximum cooling capacity, are considered substantial health hazards.
- 2.3.7.6** Consideration is given to seasonal fluctuations in the weather and short-term [less than two (2) hours] episodes, which fall outside the indicated temperature ranges. If the time period exceeds two (2) hours, then the condition must be identified and corrected as soon as reasonably possible. Fans and fire-safe space heaters may be used as a short-term, temporary measure in the interim.
 - 2.3.7.6.1** Any space heaters used pursuant to this section must be comply with the requirements of Section 3.8 and any applicable building code and local jurisdiction requirements.
 - 2.3.7.6.2** The floor areas immediately adjacent to where such heaters are used must be kept clean and clear of combustible materials.
- 2.3.7.7** Obvious fire hazards, including high risk situations where there are no or grossly insufficient means of egress from the structure should a fire occur.
- 2.3.7.8** Missing or inoperable smoke detection or fire suppression equipment.
- 2.3.7.9** The detectable presence of toxic or noxious gases, vapor, fumes, mists, or particulates in concentrations immediately dangerous to life or health, or in concentrations sufficient to cause an environmental disease or a public nuisance.
- 2.3.7.10** Missing or inoperable carbon monoxide detection equipment.
- 2.3.7.11** The presence within the dwelling or on the grounds of a dwelling of any pesticide not approved by the EPA, including evidence of indiscriminate use of a pesticide or herbicide which may be injurious to the health of humans.
- 2.3.7.12** Premises that are poorly maintained, containing conditions which present an imminent risk of entrapment, fall, puncture, pinch, crush, trip, or other cause of serious injury.
- 2.3.7.13** Bodies of water lacking approved barriers, covers, and/or alarms, which cause an imminent and observable risk of drowning in dwellings that are not otherwise governed by the Southern Nevada Pool Code.
- 2.3.7.14** All illegal clandestine drug laboratories and related activities.

- 2.4** In addition to conditions that constitute an immediate and substantial hazard to public health and safety as listed in **Section 2.1**, there may exist deficiencies that create substandard living conditions, but that are not immediately dangerous to life or health. Such conditions include, but are not limited to:
- 2.4.1** Lack of, or improper kitchen sink.
 - 2.4.2** Lack of required electrical lighting.
 - 2.4.3** Lack of minimum amounts of natural light.
 - 2.4.4** Faulty weather protection, which include, but are not limited to:
 - 2.4.4.1** Visibly deteriorated, crumbling, or loose plaster (e.g., light can be seen inside the structure, coming through the exterior walls).
 - 2.4.4.2** Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.
 - 2.4.4.3** Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.
 - 2.4.4.4** Broken, rotted, split, or buckled exterior wall coverings or roof coverings.
 - 2.4.5** Materials of construction identified as being hazardous to public health such as lead-containing paint, asbestos, and formaldehyde and presenting a potential, but not imminent, health hazard.
 - 2.4.6** Those premises on which there is an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions that constitute fire, health, or safety hazards.
 - 2.4.7** The presence of uncontrolled putrescible waste within the dwelling, on the facility grounds, or in waste accumulation and disposal areas in a quantity and duration to create a nuisance.
 - 2.4.8** Toxic chemicals labeled, stored, or used improperly throughout dwelling properties or on the dwelling grounds.
 - 2.4.9** Inadequate exit facilities for the dwelling's occupant load, or blocked exit facilities, such as permanently-barred windows and doors, leading to the potential of injury during a fire or other emergency due to lack of sufficient points of egress.
 - 2.4.10** All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies (e.g., laundry rooms, utility closets, boiler rooms, etc.).
- 2.5** Whenever the Health Authority finds an unsafe, unsanitary, or other condition(s) in the operation, environment, equipment or structure of a rented dwelling which may constitute a hazard to public health and safety, the Health Authority may require that the condition(s) be remediated or abated.

Section 3

FACILITIES AND EQUIPMENT

3.1 Improper occupancy

All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed nor intended to be used for such occupancies shall be considered substandard. It is unlawful for any person to use, or to permit another person to use, any of the following portions of a dwelling for sleeping purposes:

- 3.1.1** Any kitchen, unfinished cellar or basement, hallway, water closet, bath, shower compartment, or slop-sink room.
- 3.1.2** Any other room or place which does not comply with the provisions of this section, or which, in the judgment of the Health Authority, living or sleeping is dangerous or potentially harmful to life or health by reason of an overcrowded condition caused by exceeding permissible occupancy limits; a lack of light, windows, ventilation or drainage; the presence of dampness, offensive or obnoxious odors, or poisonous gases in the room or place; or a lack of useable points of egress should a fire or other emergency occur.

3.2 Shelter and weather protection

- 3.2.1** Every dwelling unit or congregate residence shall be weather protected to provide shelter for the occupants against the elements and to exclude dampness.
- 3.2.2** Plaster, stucco, shakes, paint, or other protective coatings on the exterior of the buildings shall be present and in good condition, without crumbling, bare spots, breakage, rotting, splitting, buckling or other deterioration, which interfere with the building's waterproofing.
- 3.2.3** Roofs, foundations, floors, windows, or doors shall be in good condition and able to exclude outside moisture and other weather-related hazards.

3.3 Floors

Every floor and every floor covering, such as carpeting, vinyl flooring, wood, wood substitute, or tile must be kept clean and in good repair, sanitized, or replaced, as needed, so that it will not become a hazard to safety or health.

- 3.3.1** The floors in areas used for washing and sanitizing tableware, laundry areas, kitchens, bathrooms, and water closets must be constructed of durable and easily cleanable material.
- 3.3.2** The Health Authority may direct the remediation of flooring or carpeting in any area where the use of carpeting or other absorbent flooring material has caused unsanitary conditions to develop. Examples include, but are not limited to, carpeting or absorbent flooring material around toilets, in kitchens, in laundry rooms, or around ice machines.

- 3.3.3** All installed flooring must be fitted snugly at the junctures between the floor and the walls so there are no openings large enough to permit the entrance of vermin.

3.4 Walls, ceilings and closures

- 3.4.1** All walls, ceilings, doors, windows, skylights, other closures, and fixtures must be kept clean and in good repair.
- 3.4.2** The walls of bathrooms, water closets, and kitchens must be smooth and easily cleanable.
- 3.4.3** The materials used in constructing the walls and ceilings must be joined along their edges so as to leave no open spaces or cracks.
- 3.4.4** Studs, joists, rafters and beams must not be left exposed in bathrooms, restrooms, water closets, laundry rooms, or kitchens. If left exposed in other areas, these structural members must be suitably finished and be kept clean and in good repair.

3.5 Furniture

- 3.5.1** All furniture provided by the Landlord must be in good repair, clean, and free of unsanitary conditions upon commencement of tenancy,
- 3.5.2** Once tenancy begins, the provided furniture must be maintained in reasonably good repair by the tenant, allowing for normal use.
- 3.5.3** Environmental surfaces, furnishings, mats, pillows, cushions, linens, chairs, or other items within the dwelling unit provided by the Landlord as part of the rental of a dwelling that are stained with blood or bodily fluids, soiled, or infested with vermin such as bedbugs, lice, or other pests; or are in an otherwise unsanitary condition must be removed from service immediately.

3.6 Electricity and illumination

- 3.6.1** All electrical equipment, wiring, and appliances must be installed and maintained in a safe manner.
- 3.6.2** At least twenty (20) foot-candles of light must be provided in each kitchen, water closet, bathroom, laundromat area for tenant use, and in each other area during cleaning.
- 3.6.3** All public hallways, stairs, and other exit ways shall be adequately lighted at all times and at no point shall the light level be less than three (3) foot-candles of light upon the surface of the stairway steps.
- 3.6.4** If the room is used for living or sleeping, it must have a means of illumination during both daylight and night hours.
- 3.6.5** Every water closet compartment, bathroom, laundry room, furnace room, and public hallway shall contain at least one electrical light fixture.
- 3.6.6** The Landlord of a dwelling or dwelling unit constructed prior to 1978 must not allow interior paint to become in a state of disrepair; this includes but is not limited to cracking, peeling, flaking, or the forming of paint dust. Abatement of

lead based paint deficiencies must be conducted in accordance with local, state, and federal regulations. The Health Authority may grant an exemption to this regulation if an accredited laboratory confirms the non-existence of lead based paint in the interior of the premises.

3.7 Smoke alarms and carbon monoxide detectors

- 3.7.1** Upon commencement of a tenancy, each distinct sleeping or living room must be equipped with at least one working smoke alarm, which is installed, maintained, and tested according to existing fire codes.
- 3.7.2** The smoke alarm must be free of foreign matter such as tape or paint that could impair its proper function.
- 3.7.3** Each area requiring a carbon monoxide detector as per existing fire codes must have such a device present and in working order.

3.8 Heating and ventilating systems

- 3.8.1** All bathrooms and water closets must be adequately ventilated so that excessive moisture is removed from the room.
- 3.8.2** Each system for heating, cooling or ventilation must be properly maintained and operational at all times that the dwelling is occupied.
- 3.8.3** Space heaters, gas heaters, and/or propane heaters with open coils, fuel combustion, or flames are not allowed to be provided by the Landlord to the tenant as a substitute for proper, functioning central heating. Modern space heaters, which are properly certified for safe, residential use by a third-party certification organization may be provided to the tenant as a supplemental and temporary measure only.
- 3.8.4** All sleeping rooms, bathrooms, and water closets must be capable of being maintained at a temperature between 68° F (20° C) and 80° F (26.7° C) while being used by tenants.

3.9 Baths, showers, toilets, and lavatories

- 3.9.1** Each dwelling must contain, at a minimum, one (1) working flush toilet, lavatory, and shower and/or bathtub, which may include a bathtub/shower combination.
- 3.9.2** All baths, showers, toilets, and lavatories must be kept in good repair.
- 3.9.3** All under-the-counter cabinets where plumbing is present must be maintained in a clean, dry, and structurally sound condition. The cabinets must be replaced if the understructure shows warping, peeling, rotting, or a similar deteriorating condition.

3.10 Water supply

- 3.10.1** The potable water supply for each dwelling must be from a source approved by the State of Nevada Division of Environmental Protection, Bureau of Safe Drinking Water and must meet all NRS 445A requirements.

- 3.10.2** Each dwelling must be supplied with or have available a hot and cold potable water supply that meets all sanitary purposes, including, but not limited to water for drinking, toileting, hand washing, bathing, culinary use, warewashing, cleaning and disinfection, and laundering.
- 3.10.3** The potable water system must be installed and maintained in such a manner that there is no cross connection between it and any other system.

3.11 Water damage/chronic dampness evaluation

- 3.11.1** Habitable rooms shall be free of chronic dampness.
- 3.11.2** Whenever evidence of significant water/moisture intrusion or chronic dampness from any source is found within or on the walls, ceilings, attic spaces, crawl spaces, floors, carpeted surfaces, ventilation ducts, insulation, or other materials or areas which may promote the growth of mold, the source of the water or moisture must be identified and stopped to prevent or reduce mold growth and the condition must be remediated.
- 3.11.3** The Health Authority will identify the condition and note the same on the inspection report, which will be provided to both the Landlord and tenant.

3.12 Solid waste disposal

- 3.12.1** Each dwelling unit or apartment house must have solid waste containers of sufficient number and size to store all the solid waste in a manner that does not exceed the waste container's capacity until the solid waste is removed for final disposal.
- 3.12.2** If the solid waste is not being removed in a manner that prevents a public health nuisance or danger, the Health Authority may direct the Landlord to increase their solid waste container capacity and/or increase the frequency of scheduled pickups until adequate removal of the solid waste is achieved.
- 3.12.3** The solid waste containers must be:
 - 3.12.3.1** Emptied at least once weekly. The frequency of solid waste removal must be at an interval which prevents putrescible waste from becoming a nuisance even if such frequency is more often than once weekly.
 - 3.12.3.2** Kept covered and closed with a tight fitting lid at all times except when being filled, emptied, or cleaned, unless the equipment is specifically designed to be operated as an open dumpster or trash compactor, in order to prevent attracting pests or causing other PHNs.

3.13 Sewage disposal

- 3.13.1** All sewage carried by water must be disposed of by means of public sewerage or by a system for disposal such as an ISDS, which is approved by the Health Authority.

- 3.13.2** If the dwelling unit intends to discharge its sewage to an ISDS, the facility must submit plans for review and approval and obtain a permit for the ISDS from the Health Authority for that purpose.
- 3.13.3** Any sewage discharge, sewer pipe leaks, spills, or backflow onto the ground must be stopped and/or contained immediately.
- 3.13.4** All sewage spills must be remediated in a manner that eliminates potential disease transmission, offensive odors, sewage solids, and sewage litter.

3.14 Outdoor areas

All outdoor areas including, but not limited to, parking areas, walkways, stairways, hallways, landscaped areas, storage areas, service buildings, exterior of the structure, and undeveloped grounds must have sufficient drainage to prevent water from collecting and stagnating in pools, and must be kept clean, in good repair, and free of any health hazards.

3.15 Loss of critical systems

The Landlord must immediately initiate the process of identifying and repairing the cause of the loss of critical systems such as electrical power, natural gas, water, sewage disposal, artificial lighting, heating, cooling, or ventilation controls identified by the tenant and reported to the Landlord.

Section 4

GENERAL SANITATION

4.1 Public areas

All public areas of dwelling units, congregate residences, apartment houses, multi-family dwellings, house courts, etc. must be maintained in a clean and sanitary manner, free of nuisances.

4.2 Public restrooms

- 4.2.1** All public restrooms must be kept in sanitary condition and good repair.
- 4.2.2** The floors of all public restrooms must be thoroughly cleaned and sanitized at least daily.
- 4.2.3** All surfaces of toilets, urinals, and other fixtures which may come in contact with a person's body or bodily fluids in a public restroom, must be cleaned and sanitized at least daily. Any other surfaces not specifically listed must be maintained in a clean condition.
- 4.2.4** All public restrooms must be stocked and maintained with a sufficient supply of toilet paper, disposable paper or single-use cloth towels and liquid soap dispensed from easily cleanable permanent wall or counter-mounted dispensers.
- 4.2.5** Cloth towels provided in public restrooms for use by tenants or guests must be dispensed in a manner that clearly facilitates single use prior to laundering. If cloth towels are provided for this purpose, they must be stored for use, dispensed, and stored for re-laundering in a sanitary manner.

4.3 Bedding, linen, and towels provided by Landlord to tenant

When bedding, linen, towels, and housekeeping services are contractually provided by the Landlord to the tenant as part of the rental agreement::

- 4.3.1** All tenant bathrooms must be provided with a sufficient supply of clean towels.
- 4.3.2** There must be a sufficient supply of appropriately sized clean bedding for each bed while the dwelling unit is rented.
- 4.3.3** Sheets and pillow cases provided must be replaced at least weekly, at the reasonable request of a tenant, between tenants, or whenever they have become soiled or are in disrepair.
- 4.3.4** All items of bedding, linen, and towels must be protected from contamination by dust or filth. They must be laundered, folded, and stored in an area that is clean and well maintained.
- 4.3.5** Separate storage areas must be designated for soiled bedding, linen, and towels away from clean bedding, linen, and towels.
- 4.3.6** Laundered bedding, linen, and towels must be stored at least six (6) inches above the floor level in a clean, ventilated, illuminated, and well-maintained place until used.

- 4.3.7** Clean bedding that is found to be in poor condition during the room make-up process must be discarded and replaced.
- 4.3.8** Prior to their next use, bedding, linens, and towels must be washed with soap or detergent and sanitized with a product labeled for that use.
- 4.3.9** Clean linen and bedding must not be stored or transported in laundry bags, laundry carts or other containers which have been used for soiled linen unless the Landlord demonstrates to the Health Authority that the containers are, or can be, properly cleaned and their surfaces sanitized.

4.4 Third-party linen provider

Any bedding, linens, towels provided to Tenants by third party vendors, as well as any conveyances, that are found to be dirty, stained, or otherwise in poor condition must be rejected and returned to the third-party linen provider.

4.5 On-site laundry facilities in multi-family dwellings

When community laundry facilities are provided for multi-family dwellings:

- 4.5.1** There must be an adequate hot water supply to the on-site laundry facilities.
- 4.5.2** There must be a reasonable number of washing machines, dryers, and folding tables to handle the volume of laundry generated at the multi-family dwelling unit. Such approved equipment must be installed or placed:
 - 4.5.2.1** With a drain indirectly connected to sewer;
 - 4.5.2.2** On, at a minimum, a composite tile or other approved floor, with wall-to-floor junctures sealed with base coving;
 - 4.5.2.3** In a room with a minimum fifty (50) foot-candles of light measured thirty (30) inches above the floor;
 - 4.5.2.4** On adjacent walls with coverings of fiberglass-reinforced plastic paneling or equivalent where moisture is likely to occur; and
 - 4.5.2.5** In a room with an enclosed ceiling, finished with a cleanable surface.
- 4.5.3** Washing machines, dryers, and folding tables must be maintained in good operating condition.
- 4.5.4** Laundry storage shelves or cabinets must be constructed of smooth, non-porous, corrosion, and water damage-resistant material.
- 4.5.5** Existing wooden or combination metal/wood shelving must be sealed with an enamel sealing paint or clear coat and the shelves must be maintained in an easily cleanable condition.

4.6 Used bedding

- 4.6.1** The Landlord may not sell, trade, give away, or otherwise allow the transfer of any used bedding from the dwelling unit, rooming house, boarding house, or public accommodation facility for use in a similar facility under common ownership unless the used bedding is first sanitized by an SNHD-approved sanitization process.

- 4.6.2 No used bedding may be recovered from any landfill, dump, dumpster or other waste disposal, junkyard, or hospital for the purpose of reuse in a dwelling unit, rooming house, boarding house, or public accommodation facility even after sterilization at an approved sterilization plant.

4.7 Maintenance and chemical storage areas

- 4.7.1 Maintenance and chemical storage areas shall be well maintained.
- 4.7.2 Chemical storage and use shall be conducted in accordance with manufacturer's instructions.
- 4.7.3 Maintenance and chemical storage areas must be maintained inaccessible to children and any unauthorized persons.
- 4.7.4 Maintenance areas in multi-family dwelling complexes where chemicals are processed or mixed shall have a sink supplied with hot and cold running water and dispenser-fed liquid soap and disposable towels.

4.8 Housekeeping carts

- 4.8.1 If housekeeping services are provided and housekeeping carts are used:
 - 4.8.1.1 Each cart must be maintained in good working, clean, and sanitary condition.
 - 4.8.1.2 Clean items shall not come into contact with any soiled articles or chemicals on the cart.
 - 4.8.1.3 Each cart used for the combined delivery of clean articles and removal of items for laundering must have a separate storage bin or bag for the soiled articles. The storage bin must be made of a cleanable, smooth, and impervious material and storage bags must be made of a durable machine washable material unless the bag is for single use only.
 - 4.8.1.4 Laundry storage bins and bags must be washed whenever they become visibly dirty.
 - 4.8.1.5 All containers of chemicals used for maintaining dwelling units must be appropriately labeled.

4.9 Ice

- 4.9.1 All ice-making machines must be certified for the level of their intended use (e.g., single-family use or multiple-household use) and located, installed, operated and maintained so as to prevent contamination of the ice
- 4.9.2 Ice provided in a dwelling unit must be made of water obtained from a water supply approved as per **Section 3.10**.
- 4.9.3 Ice provided for use in ice machines used by multiple tenants must be obtained from a regulated food establishment currently approved to operate by the Health Authority or approved to operate in the jurisdiction where the ice was manufactured.

- 4.9.4** Ice machines that are provided for direct use by multiple tenants must be designed to dispense ice cubes automatically from a storage area, which is within the machine and inaccessible to the tenants.
- 4.9.5** The Landlord or assigned maintenance staff must have and adhere to an appropriate routine maintenance and cleaning schedule for multiple-household ice machines.
- 4.9.6** Water filter changes in single-unit ice makers must be completed on a schedule as per manufacturer's instructions.
- 4.9.7** Unless of a disposable/single-use type, ice buckets, ice scoops and other containers and utensils used for ice must be made of a smooth, impervious material and designed to permit effective cleaning. Such containers and utensils must be cleaned and sanitized between tenants, and must be stored and handled in a sanitary manner.

4.10 Pets and service animals

- 4.10.1** No pet or service animal may be allowed to create a nuisance.
- 4.10.2** Tenants of multi-family dwellings and congregate residences are responsible for their own pets and shall use available dog runs and clean up the wastes of their animals so that they do not create a nuisance or public health hazard to the other tenants and members of the public.
- 4.10.3** The Landlord shall not allow or permit tenants to have animals that are not appropriate for the zoning of the property in which the dwelling is located. Such animals may include fowl and livestock.
- 4.10.4** Animal wastes must be properly cleaned up as often as necessary to prevent nuisances, odors, and transmission of zoonotic diseases.
- 4.10.5** The Health Authority may notify the animal control agency of jurisdiction, as appropriate, should nuisance or improper zoning conditions be identified. For routine pet-related nuisances, e.g., pet waste disposal problems, the Health Authority may request that the Landlord and/or tenant resolve their animal issues prior to notification of animal control. If the issue remains unresolved, then the animal control agency of the appropriate jurisdiction may be notified by the Health Authority for further enforcement action.

Section 5

CONTROL OF VECTORS

5.1 General provisions and preventive measures

- 5.1.1** The Landlord must implement reasonable measures to control insects, rodents, and other vectors, which are in accordance with accepted and current pest control standards and practices. Corrective engineering measures may be required by the Health Authority whenever a pest control problem is identified.
- 5.1.2** Corrective engineering measures may be required by the Health Authority whenever a pest control problem is identified. Such measures may include, but, not be limited to requiring the Landlord to engage the services of a licensed pest control operator.
- 5.1.3** The Landlord must not accumulate garbage, refuse, or any materials that may serve as food or harborage for vermin.
- 5.1.4** All exterior openings of a dwelling must be protected to prevent access of or by rodents, flies and other vectors. Such protection may include tight-fitting, self-closing exit doors and screened or closed windows.
- 5.1.5** The interior and exterior of a dwelling must be maintained in a condition, which will prevent the harborage or feeding of vermin. The tenant must maintain their rental dwelling in a clean and sanitary condition that reduces the likelihood that an infestation may be established.
- 5.1.6** Dwellings, common areas, and other areas surrounding a dwelling found to have live rodents, cockroaches, bed bugs, or other vermin in type and number to cause a vector-related PHN must be remediated as soon as reasonably possible.
- 5.1.7** The feeding of feral birds and animals which causes a public nuisance is prohibited.

5.2 Pest control application

- 5.2.1** Only pesticides approved by the State of Nevada Department of Agriculture for use in dwellings may be used.
- 5.2.2** All pesticides must be used in accordance with the manufacturer's recommended directions and labeling instructions and stored in a safe manner.
- 5.2.3** If pesticides are stored on-site, they must be stored in a chemical storage area, inaccessible to children and unauthorized persons.
- 5.2.4** The Landlord must notify tenants a minimum three (3) business days in advance prior to the routine application of any pesticides in the dwelling unit.
- 5.2.5** An emergency situation may be determined to exist by the Health Authority and may require treatment for pests sooner than three (3) business days noted in Section 5.2.4. If such an emergency pesticide application or other emergency intervention is required, the tenants who may be affected shall be notified by the Health Authority or the Landlord, if directed to do so by the Health Authority, verbally or in writing as soon as possible.

- 5.2.6 Notification must include information about all required tenant preparations prior to pesticide application and recommended tenant reentry and cleaning actions following the application. Documentation of the manner of notification and to whom the notifications was given must be maintained by the Landlord.
- 5.2.7 If the inspection for the presence of pests by a licensed pest control operator is requested by the Landlord in response to a complaint submitted by a tenant, then notification is implied and the pest control operator may apply pesticides at the time of the inspection, unless there is a valid reason why the pesticides cannot be applied at that time.
 - 5.2.7.1 Situations that require coordination and advanced notice may include the presence of children, the elderly, or other susceptible individuals or the presence of pets, which may be adversely affected. The Landlord, in coordination with the tenant and the licensed pest control operator, shall determine a time at which the pesticides may be applied.
- 5.2.8 Application of pesticides should be conducted when tenants are not present in the dwelling. Unless directed otherwise by tenant, the application of pesticides should be done only in unoccupied rooms.
- 5.2.9 Tenants must cooperate with the Landlord, as directed, when given proper notification of pending pesticide applications or when the Landlord is responding to a tenant complaint.
- 5.2.10 Any activities involving fumigation must be performed in compliance with NRS 555 and NAC 555. **Information regarding NRS 555 and NAC 555 is located in Appendix A.**

5.3 Rodent waste clean-up

- 5.3.1 All rodent waste clean-up must be completed in a manner which reduces the disturbance of rodent feces, urine, and saliva particles and associated mists.
- 5.3.2 Appropriate respiratory protection must be provided for any employee involved in rodent waste clean-up consistent with current U.S. Centers for Disease Control and Prevention recommendations. **See Also Appendix B.**

5.4 Record keeping

- 5.4.1 The Landlord must retain maintain a copy of all records documenting the receipt of pest control services from a licensed commercial applicator, for a minimum of two (2) years from the date of service or longer if otherwise required by applicable law. Records will be are maintained and made available for review by the Health Authority during regular business hours.

Section 6

GROUNDS AND OUTDOOR AREAS

6.1 General maintenance

- 6.1.1** Those areas available for common use by all tenants and their guests including, but not limited to, parking areas, walkways, landscaped areas, child play grounds, storage areas, and undeveloped grounds, must be maintained in a safe and sanitary condition, well drained and free of refuse, litter, animal droppings, insect and rodent harborages, weed overgrowth, and unused equipment.
- 6.1.2** Sharp tools, lawn mowers, power saws, other potentially dangerous tools or equipment, pesticides, and other toxic substances under the control of the Landlord must be maintained inaccessible to everyone except authorized personnel. Storage sheds shall be locked at all times.

Section 7 INSPECTIONS

7.1 Inspections and Investigations

- 7.1.1** The Health Authority is authorized to perform inspections, investigations, reviews, and other actions deemed necessary to ensure compliance with these regulations.
- 7.1.2** After the initial complaint or incident response, an inspection or official visit may be made as often as the Health Authority determines is necessary to ensure compliance with corrective actions associated with validated complaints, concerns, or hazards identified by the Health Authority.

7.2 Agent of the Health Authority identification

- 7.2.1** When responding to a tenant complaint or to the report of any other alleged health hazard (e.g., a sewage spill affecting public areas or uncontrolled accumulated solid waste visible or otherwise detectable to any person near the affected property), Health Authority agents will show their Health Authority-issued official identification to the Landlord, tenant, and/or designated responsible person upon entering a dwelling to make an inspection or conduct other business pursuant to these Regulations.

7.3 Responsible person must provide immediate access to Health Authority

- 7.3.1** Upon providing identification pursuant to 7.2.1, the Health Authority must be provided immediate access to the dwelling and/or other area in question to perform an inspection or conduct other work pursuant to the regulations.
- 7.3.2** Any unreasonable denial of access by the Landlord or tenant to any area of the dwelling, maintenance rooms, laundry rooms, storage areas, common areas, or any other areas requiring sanitation, inspection, or investigation after being provided identification may result in immediate enforcement actions.

7.4 Unlawful to interfere with Health Authority

Pursuant to NRS 199.300, it is unlawful for any person to interfere with agents of the Health Authority in the performance of their duties.

7.5 Inspection Report

- 7.5.1** The Health Authority agent will prepare an inspection report describing any findings including any deficiencies identified during the inspection.
- 7.5.2** A copy of the completed inspection report will be furnished to the Landlord and the tenant.

7.6 Corrective actions for inspection deficiencies

- 7.6.1 The Landlord must ensure that health, safety, and sanitation violations are corrected as directed by the Health Authority. The health and safety of tenants must not be compromised during corrective actions such as remodeling and renovation; mold, asbestos or lead paint removal, or other similar activities.
- 7.6.2 Verified complaints may result in the application of the verified complaint fee, as indicated on the Health Authority's current Environmental Health Division Fee Schedule. The current fee schedule is available on the SNHD website, www.SNHD.info.
- 7.6.3 If the dwelling unit is found to have a substantial health hazard present which cannot be corrected while the tenant is living in the dwelling. the tenant must be relocated while deficiencies are being corrected. Depending upon the extent and severity of the substantial health hazard, the Health Authority may determine if relocation of tenants is necessary until corrective actions are completed.
- 7.6.4 The dwelling shall be posted as substandard and unfit for occupancy until the substantial health hazard is remediated.
- 7.6.5 The Health Authority shall issue a Notice and Order for the Landlord to correct the substantial health hazard. Failure of the tenant to cooperate with the Landlord in the resolution of a substantial health hazard will be documented by the Health Authority on their inspection reports.
- 7.6.6 Deficiencies may be present that do not constitute a substantial threat to public health and safety. Corrective actions for these types of deficiencies shall be noted on the inspection report and be assigned a specified period of time within which the indicated corrections must be completed.

7.7 Failure to correct a deficiency

- 7.7.1 Failure to correct a deficiency within the period specified in the written report is a violation of these Regulations. The Health Authority and the Landlord may coordinate a continuance of the period of time for remediation specified in the written inspection report. Continuances shall be reasonably given under circumstances where there is not a substantial health threat. Documented, repeat violations will result in assessment of reinspection fees and issuance of a Notice and Order to correct the deficiencies.
- 7.7.2 Failure to correct the deficiencies by the date noted in the Notice and Order issued may result in institution of further legal remedies, summons before an Administrative Hearing Officer, and/or administrative cost recovery.
- 7.7.3 Violations that constitute a substantial threat to public health and safety and their remedies are addressed in **Section 2** of these Regulations.

Section 8 ENFORCEMENT

- 8.1** If the Health Authority has inspected or investigated any property and believes the Landlord in violation of these Regulations or has otherwise failed to comply with these Regulations, the Health Authority may take civil enforcement action as authorized by statute, rule, ordinance, and regulation and may also refer the matter for criminal prosecution. Civil enforcement may involve court or administrative actions, injunctive actions, and closures and may involve cost recovery, penalties, and other remedies.
- 8.2 Correction of violations**
- 8.2.1** The Landlord shall correct the conditions which resulted in the violation(s) by the date indicated on the inspection report. Unless otherwise noted on the inspection report, all violations shall be corrected within thirty (30) days.
- 8.2.2** If corrective actions cannot be completed by the indicated date, the Landlord shall contact the Health Authority prior to the reinspection date to establish a reschedule. A new reinspection date may be provided if the Health Authority determines that the new reinspection date will not adversely affect the health and well-being of the tenants or the public. A reinspection fee, as indicated on the SNHD Environmental Health Division Fee Schedule shall be assessed when the same violations are observed on the subsequent reinspection.
- 8.2.3** If circumstances warrant because of the seriousness of the hazard, the Health Authority may act to correct or abate the emergency without issuance of an Notice, or Order, or without waiting for the expiration of compliance time previously given in Notice or Order.
- 8.3 Repeated non-compliance**
- Continued non-compliance, serious, repeated violations, or a history of repeat violations of these Regulations, may, in the Health Authority's discretion, result in one (1) or more of the following actions:
- 8.3.1** A letter of warning to the Landlord outlining the health, safety, or sanitation concerns, with a copy of the letter sent to the relevant agency of jurisdiction or Licensing Authority, such as business licensing or code enforcement.
- 8.3.2** A required supervisory conference to review violations and remedial actions.
- 8.3.3** Suspension or revocation of a Health Permit following three (3) consecutive inspections with violations of these Regulations with notification to the relevant jurisdictional or Licensing Authority.
- 8.3.4** Non-renewal of any Health Permit held with notification to the relevant jurisdictional or Licensing Authority.
- 8.3.5** Permanent closure of a dwelling unit.
- 8.3.6** Any other action deemed necessary and appropriate in furtherance of these regulations.

8.4 Health Permit Notices, Orders, and Permanent Closures

- 8.4.1** Before taking any action identified in Section 8.2, the Health Authority may notify the Landlord in writing, by providing a Notice of Suspension of Health Permit or a Notice of Revocation of Health Permit
- 8.4.1.1** The Notice will cite the reasons the Health Permit is subject to suspension or revocation and advise the Landlord of the requirements for filing a request for an administrative hearing.
- 8.4.2** The Health Authority may suspend or permanently revoke a facility's Health Permit for interference with the agents of the Health Authority in the performance of their duties.
- 8.4.2.1**
- 8.4.3** A Cease and Desist Order may be issued whenever there exists, in the Health Authority's judgment, a condition in the operation of a dwelling unit, common area, maintenance room, storage area, or similar location which constitutes a substantial health hazard to the public health.
- 8.4.3.1** The Cease and Desist Order will cite the deficiencies identified, specify the corrective action to be taken, and the time within which the corrective action must be taken.
- 8.4.3.2** The Cease and Desist Order may state that any related Health Permit is immediately suspended and all operations related thereto must cease and desist immediately. The Landlord to whom such a Cease and Desist Order is issued shall comply with it immediately.
- 8.4.3.3** Upon timely written request to the Health Authority, the Landlord will be afforded a hearing as soon as possible.
- 8.4.4** A Health Permit may be suspended for cause pending its revocation or an administrative hearing.
- 8.4.5** Any Notice or Order issued pursuant to these regulations will cite the deficiencies subject to the Notice or Order, the corrective action required. The Notice or Order will also advise that an administrative hearing will be provided if a written request for a hearing is filed by the Landlord with the Health Authority within the time period stated in the Notice or Order, and that failure to comply may result in the summary suspension of the Health Permit.
- 8.4.5.1** Any Landlord failing to comply with a Notice or Order issued under the provisions of these Regulations will receive written notice advising that any related Health Permit they hold is, upon service of the Notice or Order, immediately suspended. .
- 8.4.6** Any Landlord whose Health Permit has been suspended may, at any time, make application for a reinspection for reinstatement of the Health Permit.
- 8.4.6.1** Any dwelling unit subject to a Cease and Desist Order or entirely closed due to a substantial health hazard must pay a reinspection fee and closure fee prior to requesting a reopening inspection of the area(s) in question.
- 8.4.6.2** Within ten (10) days following receipt of a written a statement signed by the Landlord asserting that, in the opinion of Landlord, the

conditions causing the violation have been corrected, the Health Authority may make a reinspection.

- 8.4.6.3** If upon reinspection the Health Authority determines that the Landlord is complying with the requirements of these Regulations, the Health Permit will be reinstated or the dwelling made available for occupancy.

8.5 Administrative Hearing Process

- 8.5.1** A party aggrieved by a Notice or Order may request an administrative hearing in writing within ten (10) days of the date of receipt of the Notice or Order.
- 8.5.2** Administrative Hearings will be conducted in accordance with the Health Authority's Administrative Hearing Procedures.

Section 9

MISCELLANEOUS

9.1 Severability

Should any section, paragraph, sentence, phrase, or provision of these Regulations be held invalid for any reason, the remainder of these Regulations shall not be affected.

9.2 Disclosure Requirements

Upon request, the Landlord must provide a copy of these regulations to the tenant of any dwelling.

9.3 Effective date

- 9.3.1** These Regulations became effective upon approval by the Nevada State Board of Health.