

Per NRS 118.175, NRS 118A.420 and NRS 118A.430 the tenant is responsible for the rent until a new, acceptable, tenant has been located and moved in. In addition tenant is responsible for any actual damages incurred by the property owner. The owner is required to advertise the property in the same manner as previously done and make all efforts to secure a new, qualified, tenant.

Here is the Actual NRS118.175 - NRS 118.175 Liability of tenant. If a tenant of real property abandons the property, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the property for a term beginning before the expiration of the rental agreement pursuant to its terms or if, despite the landlord's reasonable efforts, the landlord is unable to rent the property before the rental agreement is otherwise terminated, the former tenant is liable for any actual damages of the landlord which may result from the abandonment. If the landlord fails to make reasonable efforts to rent the property at a fair rental, the former tenant is liable for any actual damages of the landlord occurring before the landlord had reason to believe that the property was abandoned.

The management company is suppose to put the home on the market as soon as the tenant informs them they are breaking the lease.

Here is the law regarding the habitability of the unit: NRS 118A.290 Habitability of dwelling unit.

1. The landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. A dwelling unit is not habitable if it violates provisions of housing or health codes concerning the health, safety, sanitation or fitness for habitation of the dwelling unit or if it substantially lacks:

- (a) Effective waterproofing and weather protection of the roof and exterior walls, including windows and doors.
- (b) Plumbing facilities which conformed to applicable law when installed and which are maintained in good working order.
- (c) A water supply approved under applicable law, which is:
 - (1) Under the control of the tenant or landlord and is capable of producing hot and cold running water;
 - (2) Furnished to appropriate fixtures; and
 - (3) Connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the landlord.
- (d) Adequate heating facilities which conformed to applicable law when installed and are maintained in good working order.
- (e) Electrical lighting, outlets, wiring and electrical equipment which conformed to applicable law when installed and are maintained in good working order.
- (f) An adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the commencement of the tenancy. The landlord shall arrange for the removal of garbage and rubbish from the premises unless the parties by written agreement provide otherwise.
- (g) Building, grounds, appurtenances and all other areas under the landlord's control at the time of the commencement of the tenancy in every part clean, sanitary and reasonably free from all accumulations of debris, filth, rubbish, garbage, rodents, insects and vermin.
- (h) Floors, walls, ceilings, stairways and railings maintained in good repair.
- (i) Ventilating, air-conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord.

2. The landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks and minor remodeling only if:

- (a) The agreement of the parties is entered into in good faith; and
- (b) The agreement does not diminish the obligations of the landlord to other tenants in the premises.

3. An agreement pursuant to subsection 2 is not entered into in good faith if the landlord has a duty under subsection 1 to perform the specified repairs, maintenance tasks or minor remodeling and the tenant enters into the agreement because the landlord or his or her agent has refused to perform them.

Here are your rights under the law: NRS 118A.355 Failure of landlord to maintain dwelling unit in habitable condition.

1. Except as otherwise provided in this chapter, if a landlord fails to maintain a dwelling unit in a habitable condition as required by this chapter, the tenant shall deliver a written notice to the landlord specifying each failure

by the landlord to maintain the dwelling unit in a habitable condition and requesting that the landlord remedy the failures. If a failure is remediable and the landlord adequately remedies the failure or uses his or her best efforts to remedy the failure within 14 days after receipt of the notice, the tenant may not proceed under this section. If the landlord fails to remedy a material failure to maintain the dwelling unit in a habitable condition or to make a reasonable effort to do so within the prescribed time, the tenant may:

- (a) Terminate the rental agreement immediately.
- (b) Recover actual damages.
- (c) Apply to the court for such relief as the court deems proper under the circumstances.
- (d) Withhold any rent that becomes due without incurring late fees, charges for notice or any other charge or fee authorized by this chapter or the rental agreement until the landlord has remedied, or has attempted in good faith to remedy, the failure.

2. The tenant may not proceed under this section:

- (a) For a condition caused by the tenant's own deliberate or negligent act or omission or that of a member of his or her household or other person on the premises with his or her consent; or
- (b) If the landlord's inability to adequately remedy the failure or use his or her best efforts to remedy the failure within 14 days is due to the tenant's refusal to allow lawful access to the dwelling unit as required by the rental agreement or this chapter.

3. If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable by the tenant under this chapter.

4. A tenant may not proceed under this section unless the tenant has given notice as required by subsection 1, except that the tenant may, without giving that notice:

- (a) Recover damages under paragraph (b) of subsection 1 if the landlord:
 - (1) Admits to the court that the landlord had knowledge of the condition constituting the failure to maintain the dwelling in a habitable condition; or
 - (2) Has received written notice of that condition from a governmental agency authorized to inspect for violations of building, housing or health codes.
- (b) Withhold rent under paragraph (d) of subsection 1 if the landlord:
 - (1) Has received written notice of the condition constituting the failure to maintain the dwelling in a habitable condition from a governmental agency authorized to inspect for violations of building, housing or health codes; and
 - (2) Fails to remedy or attempt in good faith to remedy the failure within the time prescribed in the written notice of that condition from the governmental agency.

5. Justice courts shall establish by local rule a mechanism by which tenants may deposit rent withheld under paragraph (d) of subsection 1 into an escrow account maintained or approved by the court. A tenant does not have a defense to an eviction under paragraph (d) of subsection 1 unless the tenant has deposited the withheld rent into an escrow account pursuant to this subsection.