

Name	Y/N	Description
Type of work?		Does the work of improvement involve multifamily or single family residences (including apartment houses)? If yes, Notice of Intent to Lien is required (NRS 108.226)
Owner/Builder?		Did contractor contract directly with the owner? If yes, then Notice of Right to Lien is not required (NRS 108.245(5)).
Tenant Improvements?		Does the work of improvement include tenant improvements?
TI Bond?		If the work of improvement includes tenant improvements, did tenant post Notice of Security? (NRS 108.2403, NRS 108.2407). If not, then owner cannot record Notice of Non-Responsibility (NRS 108.234(2) and is not considered a "disinterested owner" (NRS 108.3403(7)).
	<b>Date</b>	
Work commenced		What is the first date work commenced or materials were provided?
Work completed		What is the last date work was performed or materials were provided?
Notice of Completion of Work		Date owner recorded and serve notice of completion of work, if any (NRS 108.228).
Notice of Right to Lien		<p>A mechanic's lien may not be enforced, except a lien for a person who performs only labor, unless the claimant serves a Notice of Right to Lien after first delivery of services or performance of work. (NRS 108.245(1), (3)). The Notice of Right to Lien must be served on the owner of the property in person or by certified mail. There is no statutory deadline for the Notice of Right to Lien; however, a lien claimant only has the right to lien for materials or services provided up to 31 days prior to serving the Notice of Right to Lien (NRS 108.245(6)). Notice of Right to Lien is not required for contractors who contract directly with the owner (NRS 108.245(5)).</p> <p>[Note: the 2003 and 2005 legislative amendment did not abrogate the substantial compliance doctrine articulated in <i>Fondren v. K/L Complex Ltd.</i>, 106 Nev. 705, 800 P.2d 719 (1990). A mechanic's lien might still be enforced where the Notice of Right to Lien was not served if the owner had actual knowledge of the work of improvement and the identity of the third parties, usually from participating in the construction, reviewing plans, or paying bills for a tenant improvement allowance. <i>Hardy Companies, Inc. v. SNMark, LLC</i>, 245 P.3d 1149 (Nev. 2010)].</p>
Notice of Intent to Lien [Notice of Completion of Work]	40 days after Notice of Completion of Work	40 days after Notice of Completion of Work: If a work of improvement involves multifamily or single family residences (including apartment houses), a lien claimant, except laborers must serve 15-day Notice of Intent to Lien on owner and prime contractor by personal delivery or certified mail before recording Notice of Lien (NRS 108.226) and within 40 days of after Notice of Completion is recorded and served (NRS 108.226(1), (6), (7)). [Note: Notice of Intent to Lien extends the following deadlines to record Notice of Lien by 15 days]
Notice of Intent to Lien [If No	90 days after last	90 days after completion of work if no Notice of Completion of Work: If a work of improvement does not involve multifamily or single family residences

Notice of Completion of Work]	work	(including apartment houses), a lien claimant, except laborers, must serve a 15-day Notice of Intent to Lien on owner and prime contractor before recording Notice of Lien and within 90 days of completion of work of improvement, last delivery of material or furnishing of equipment or last performance of work by lien claimant (NRS 108.226(1), (6), (7)). [Note: Notice of Intent to Lien extends the following deadlines to record Notice of Lien by 15 days]
Notice of Lien [If Notice of Completion of Work]	40/55 days after Notice of Completion of Work	40 days after Notice of Completion of Work: Record Notice of Lien within 40 days of after Notice of Completion is recorded and served (NRS 108.226(1)). [Note: This deadline is extended by 15 days if Notice of Intent to Lien was served]
Notice of Lien [If no Notice of Completion of Work]	90/105 days after completion of work	90 days after completion of work if no Notice of Completion of Work: Record Notice of Lien within 90 days of completion of work of improvement, last delivery of material or furnishing of equipment or last performance of work by lien claimant (NRS 108.226(1)).
Serve Notice of Lien	30 days	Notice of Lien to be served on owner and prime contractor within 30 days after recording (NRS 108.227).
Suit to Enforce Lien	6 mos	6 months after Lien Recorded: Notice of Lien expires if suit is not filed to enforce lien within 6 months of recording Notice of Lien (NRS 108.233). [Note: Consult a Nevada licensed attorney regarding filing or defending a suit to enforce a lien, including joinder of other lien claimants and consolidation of actions]

*In re Fountainbleau Las Vegas Holdings, LLC*, 128 Nev.Adv.Op. 53 (2012). (a) Doctrine of equitable subrogation cannot be applied under Nevada law to avoid priority of a mechanics' liens; (2) Cannot waive mechanics' lien rights (or priority) prior to commencement of work. May be able to subordinate after commencement of work.

*In Fondren v. K/L Complex, Ltd.*, 106 Nev. 705, 800 P.2d 719 (1990):

Furthermore, a pre-lien notice was not required. This reasoning is supported by a line of cases from California, including [M. Arthur Gensler, Jr. & Associates, Inc. v. Larry Barrett, Inc.](#), 7 Cal.3d 695, 103 Cal.Rptr. 247, 499 P.2d 503 (1972), which is very similar to the instant case on its facts. In Gensler, as here, the lessor argued that the lien claims were barred because there had been no pre-lien notice as required by Section 1193(a) of the California Code of Civil Procedure. The court in Gensler held that:

[I]f a lien claimant contracts directly with the lessee, and the lessor knows of the construction and fails to file a notice of [106 Nev. 710] nonresponsibility, such claimant then has a "direct contract with the owner" for the purposes of section 1193.

Id. 7 Cal.3d at 707, 103 Cal.Rptr. at 255, 499 P.2d at 511.

The purpose underlying the notice requirement is to provide the owner with knowledge that work and materials are being incorporated into the property. The failure to serve the pre-lien notice does not invalidate a mechanics' or materialmen's lien where the owner received actual notice.

Trade fixtures are not subject to mechanics' liens. See *Id.* for discussion of whether improvement is permanent fixture of trade fixture.

If a bankruptcy is filed before suit is commenced to enforce the lien, it may be necessary to file a notice of perfection of the lien. 11 USC § 546(b); *In re Baldwin Builders*, 232 B.R. 436 (9<sup>th</sup> Cir. BAP 1999).