A virtual place is a space for HOA meetings

By Barbara Holland RJRealEstate.Vegas

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I received correspondence from a reader pertaining to holding board meetings only by virtual means. Do virtual board meetings meet Nevada Revised Statutes 116 requirements?

My response:

I do not see any law or opinion that expressly states that an association's board meetings cannot be conducted solely by virtual means. It appears that the definition of board meetings under NRS 116.31083 (5) requires the board to state the time and place of the meeting. Can this be interpreted that the "place" of the meeting will be on Zoom or some other application?

I asked attorney Adam Clarkson to weigh in on this issue: Here is his response:

Yes, that is our interpretation. In fact, we've seen some associations run afoul of this. Designating the place requires specifying the actual virtual location (i.e., how and where to login). Some managers have run into trouble by asserting that the meeting will be virtual, but not including the login details in the notice.

A virtual place is a place, but failure to identify the specific virtual place by address to connect is the same as failing to provide a physical address for a physical location.

Q: Is there a Nevada Revised Statute that prohibits a homeowner (unit owner) from reaching out to a community hired contractor/vendor? I was told in an email from our management company that homeowners are prohibited from doing that. If there is indeed such a prohibition, I was ignorant of it and in my ignorance did reach out to the company our board hired for a certain job. Since I was not able to talk to the contractor, I left a short general generic message with my first name only, simply asking for a call back. I did not identify our community name or my last name. But what was curious is that that message I left was shared (forwarded) to our community management company because I received a "cease and desist" email from our community manager. I am questioning whether that "sharing" without my permission is lawful or permissible or a violation of my privacy rights. I can only think that the board or the management company preemptively warned the contractor that I might be contacting them and that he was to forward that message to them. I will admit that I have become frustrated with the poor responses from both our board and management company; and they regard me as a bit of an irritant, but they have brought this on themselves. I have been a dues paying, homeowner meeting attender for 25 years and have never had an experience like this with an overbearing board and management company. Any advice you could give would be helpful.

A: There is no specific NRS 116 statute that addresses this issue of a homeowner directly contacting a vendor. There are a number of statutes that list the power of the association, which authorizes the association to deal with vendors and the paying of expenses, as follows:

Under NRS 116.3102, the association adopts and amends budgets in order to establish assessments for the paying of the common expenses; that the association may hire and discharge independent contractors; the obligation of the association to maintain and repair common elements; to make contracts and incur liabilities; may regulate the use, maintenance, repair, replacement and modification of the common elements.

As noted in NRS 116.3102, which lists the powers of the association subject to the provisions of the declaration of the association, only the association has the authority and the power to interact with independent contractors as the board's actions may cause liabilities that obligate the association to make payment to the vendor. The law also states that the association is the entity that regulates the use to maintain the common elements. Nowhere does the state law grant a homeowner the power to interfere with an independent contractor that is servicing the association.

The underlying issue for you is the non-response of the board and the management company in providing information. Under NRS 116.31175 and NRS 116.3118 concerning the records of the association, the board does have an obligation, upon written request by the homeowner, to provide a time period for a homeowner to review records, (subject to restrictions concerning personnel and homeowners) and or obtaining copies and allowing audits of those records at the homeowner's expense. Technically, the records speak for themselves as the association is not required under the law to explain why a certain expense was incurred.

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