

LEGISLATURE OF NEBRASKA  
ONE HUNDRED EIGHTH LEGISLATURE  
SECOND SESSION

**LEGISLATIVE BILL 1312**

Introduced by Dover, 19.

Read first time January 17, 2024

Committee: Judiciary

1 A BILL FOR AN ACT relating to landlords and tenants; to amend sections  
2 76-1413, 76-1450, 76-1457, and 76-1474, Reissue Revised Statutes of  
3 Nebraska, and section 76-1410, Revised Statutes Cumulative  
4 Supplement, 2022; to provide for electronic notices by landlords to  
5 tenants under the Uniform Residential Landlord and Tenant Act and  
6 the Mobile Home Landlord and Tenant Act; to define terms; to  
7 harmonize provisions; and to repeal the original sections.  
8 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-1410, Revised Statutes Cumulative Supplement,  
2 2022, is amended to read:

3 76-1410 Subject to additional definitions contained in the Uniform  
4 Residential Landlord and Tenant Act and unless the context otherwise  
5 requires:

6 (1) Act of domestic violence means abuse as defined in section  
7 42-903, sexual assault under sections 28-319 to 28-320.01, domestic  
8 assault under section 28-323, stalking under section 28-311.03, labor or  
9 sex trafficking under section 28-831, and knowing and intentional abuse,  
10 neglect, or exploitation of a vulnerable adult or senior adult under  
11 section 28-386.

12 (2) Action includes recoupment, counterclaim, setoff, suit in  
13 equity, and any other proceeding in which rights are determined,  
14 including an action for possession.

15 (3) Building and housing codes include any law, ordinance, or  
16 governmental regulation concerning fitness for habitation, or the  
17 construction, maintenance, operation, occupancy, use, or appearance of  
18 any premises, or dwelling unit. Minimum housing code shall be limited to  
19 those laws, resolutions, or ordinances or regulations, or portions  
20 thereof, dealing specifically with health and minimum standards of  
21 fitness for habitation.

22 (4) Dwelling unit means a structure or the part of a structure that  
23 is used as a home, residence, or sleeping place by one person who  
24 maintains a household or by two or more persons who maintain a common  
25 household.

26 (5) Good faith means honesty in fact in the conduct of the  
27 transaction concerned.

28 (6) Household member means a child or adult, other than the  
29 perpetrator of an act of domestic violence, who resides with a tenant.

30 (7) Landlord means the owner, lessor, or sublessor of the dwelling  
31 unit or the building of which it is a part, and it also means a manager

1 of the premises who fails to disclose as required by section 76-1417.

2 (8) Organization includes a corporation, government, governmental  
3 subdivision or agency, business trust, estate, trust, partnership,  
4 limited liability company, or association, two or more persons having a  
5 joint or common interest, and any other legal or commercial entity.

6 (9) Owner means one or more persons, jointly or severally, in whom  
7 is vested (a) all or part of the legal title to property, or (b) all or  
8 part of the beneficial ownership and a right to present use and enjoyment  
9 of the premises; and the term includes a mortgagee in possession.

10 (10) Person includes an individual, limited liability company, or  
11 organization.

12 (11) Qualified third party means an organization that (a) is a  
13 nonprofit organization organized under section 501(c)(3) of the Internal  
14 Revenue Code or a federally recognized Indian tribe whose governmental  
15 body is within the borders of Nebraska and (b) has an affiliation  
16 agreement with the Department of Health and Human Services to provide  
17 services to victims of domestic violence and sexual assault under the  
18 Protection from Domestic Abuse Act.

19 (12) Premises means a dwelling unit and the structure of which it is  
20 a part and facilities and appurtenances therein and grounds, areas, and  
21 facilities held out for the use of tenants generally or whose use is  
22 promised to the tenant.

23 (13) Rent means all payments to be made to the landlord under the  
24 rental agreement.

25 (14) Rental agreement means all agreements, written or oral, between  
26 a landlord and tenant, and valid rules and regulations adopted under  
27 section 76-1422 embodying the terms and conditions concerning the use and  
28 occupancy of a dwelling unit and premises.

29 (15) Roomer means a person occupying a dwelling unit that lacks a  
30 major bathroom or kitchen facility, in a structure where one or more  
31 major facilities are used in common by occupants of the dwelling units.

1 Major facility in the case of a bathroom means toilet, or either a bath  
2 or shower, and in the case of a kitchen means refrigerator, stove, or  
3 sink.

4 (16) Single-family residence means a structure maintained and used  
5 as a single dwelling unit. Notwithstanding that a dwelling unit shares  
6 one or more walls with another dwelling unit, it is a single-family  
7 residence if it has direct access to a street or thoroughfare and shares  
8 neither heating facilities, hot water equipment, nor any other essential  
9 facility or service with any other dwelling unit.

10 (17) Tenant means a person entitled under a rental agreement to  
11 occupy a dwelling unit to the exclusion of others.

12 (18) Writing or written, when used in reference to a notice or  
13 document to be provided by a landlord to a tenant, includes a notice or  
14 document provided by electronic means in accordance with section 76-1413.

15 Sec. 2. Section 76-1413, Reissue Revised Statutes of Nebraska, is  
16 amended to read:

17 76-1413 (1) A person has notice of a fact if:

18 (a) Such person ~~he~~ has actual knowledge of it; ~~τ~~

19 (b) Such person ~~he~~ has received a notice or notification of it; ~~τ~~ or

20 (c) ~~From~~ ~~from~~ all facts and circumstances known to such person ~~him~~  
21 at the time in question, such person ~~he~~ has reason to know that it  
22 exists. A person knows or has knowledge of a fact if such person ~~he~~ has  
23 actual knowledge of it.

24 (2) A person notifies or gives a notice or notification to another  
25 by taking steps reasonably calculated to inform the other in ordinary  
26 course whether or not the other actually comes to know of it. A person  
27 receives a notice or notification when:

28 (a) ~~It~~ ~~it~~ comes to such person's ~~his~~ attention; ~~τ~~

29 (b) In ~~in~~ the case of the landlord, it is delivered at the place of  
30 business of the landlord through which the rental agreement was made or  
31 at any place held out by the landlord ~~him~~ as the place for receipt of the

1 communication; ~~or~~

2 (c) ~~In~~ ~~in~~ the case of the tenant, it is:

3 (i) Delivered ~~delivered~~ in hand to the tenant;

4 (ii) Mailed ~~or mailed~~ to the tenant ~~him~~ at the place held out by the  
5 tenant ~~him~~ as the place for receipt of the communication, or in the  
6 absence of such designation, to the tenant's ~~his~~ last-known place of  
7 residence; ~~or~~

8 (iii) Delivered by electronic means.

9 (3) Notice, knowledge, ~~or~~ a notice or notification received by an  
10 organization is effective for a particular transaction from the time it  
11 is brought to the attention of the individual conducting that  
12 transaction, and in any event from the time it would have been brought to  
13 such individual's ~~his~~ attention if the organization had exercised  
14 reasonable diligence.

15 (4) For purposes of this section, delivered by electronic means  
16 includes:

17 (a) Delivery to an electronic mail address at which a tenant has  
18 consented to receive notices or documents; and

19 (b) Posting on an electronic network or site accessible via the  
20 Internet, mobile application, computer, mobile device, tablet, or any  
21 other electronic device, together with separate notice of the posting,  
22 which shall be provided by electronic mail to the address at which the  
23 tenant has consented to receive notices or documents or by any other  
24 delivery method that has been consented to by the tenant.

25 (5) Subject to the requirements of this section, any notice to a  
26 tenant or any other document required under applicable law regarding a  
27 rental agreement or that is to serve as evidence of action regarding a  
28 rental agreement may be delivered, stored, and presented by electronic  
29 means so long as it meets the requirements of the Uniform Electronic  
30 Transactions Act.

31 (6) Delivery of a notice or document in accordance with this section

1 shall be considered equivalent to any delivery method required under  
2 applicable law, including delivery by first-class mail, registered mail,  
3 certified mail, certificate of mailing, or a commercial mail delivery  
4 service. In any instance in which proof of receipt is required for a  
5 mailing, the electronic delivery method used shall provide for  
6 verification or acknowledgment of receipt.

7 (7) A notice or document may be delivered by electronic means by a  
8 landlord to a tenant under this section if:

9 (a) The tenant has affirmatively consented to such method of  
10 delivery and has not withdrawn the consent;

11 (b) The tenant, before giving consent, is provided with a clear and  
12 conspicuous statement informing the tenant of:

13 (i) The right of the tenant to withdraw consent to have a notice or  
14 document delivered by electronic means at any time;

15 (ii) Any conditions or consequences imposed in the event consent is  
16 withdrawn;

17 (iii) The transactions and types of notices and documents to which  
18 the tenant's consent would apply;

19 (iv) The right of a tenant to have a notice or document delivered in  
20 paper form by mail and the means, after consent is given, by which a  
21 tenant may obtain a paper copy of a notice or document delivered by  
22 electronic means; and

23 (v) The procedure a tenant shall follow to withdraw consent to have  
24 a notice or document delivered by electronic means and to update the  
25 tenant's electronic mail address;

26 (c) The tenant:

27 (i) Before giving consent, is provided with a statement of the  
28 hardware and software requirements for access to and retention of a  
29 notice or document delivered by electronic means; and

30 (ii) Consents electronically, or confirms consent electronically, in  
31 a manner that reasonably demonstrates that the tenant can access

1 information in the electronic form that will be used for notices or  
2 documents delivered by electronic means as to which the tenant has given  
3 consent; and

4 (d) After the tenant consents, if there is a change in the hardware  
5 or software requirements needed to access or retain a notice or document  
6 delivered by electronic means creates a material risk that the tenant  
7 will not be able to access or retain a subsequent notice or document to  
8 which the consent applies, the landlord:

9 (i) Provides the tenant with a statement that describes:

10 (A) The revised hardware and software requirements for access to and  
11 retention of a notice or document delivered by electronic means; and

12 (B) The right of the tenant to withdraw consent without the  
13 imposition of any condition or consequence that was not disclosed at the  
14 time of initial consent; and

15 (ii) Complies with subdivision (7)(b) of this section.

16 (8) This section does not affect any requirement related to content  
17 or timing of any notice or document required under applicable law.

18 (9) If any provision of the Uniform Residential Landlord and Tenant  
19 Act or any other applicable law requiring a notice or document to be  
20 provided to a tenant expressly requires verification or acknowledgment of  
21 receipt of the notice or document, the notice or document may be  
22 delivered by electronic means only if the method used provides for  
23 verification or acknowledgment of receipt.

24 (10) If verification or acknowledgment of receipt is not obtained,  
25 the notice or document shall be sent to the tenant by mail as prescribed  
26 by the Uniform Residential Landlord and Tenant Act. If two or more  
27 electronic communications to the tenant are returned as undeliverable  
28 during a thirty-day period, all future communications shall be sent to  
29 the tenant by first-class or other mail as prescribed by law unless and  
30 until the tenant consents electronically, or confirms electronically, in  
31 a manner that reasonably demonstrates that the tenant can access

1 information in the electronic form that will be used for notices or  
2 documents delivered by electronic means as to which the tenant has given  
3 consent.

4 (11) A withdrawal of consent by a tenant does not affect the legal  
5 effectiveness, validity, or enforceability of a notice or document  
6 delivered by electronic means to the tenant before the withdrawal of  
7 consent is effective. A withdrawal of consent by a tenant is effective  
8 within a reasonable period of time after receipt of the withdrawal by the  
9 landlord. Failure by a landlord to comply with subdivision (7)(d) of this  
10 section may be treated, at the election of the tenant, as a withdrawal of  
11 consent for purposes of this section.

12 (12) This section does not apply to a notice or document delivered  
13 by a landlord in an electronic form before the effective date of this act  
14 to a tenant who, before such date, has consented to receive notices or  
15 documents in an electronic form otherwise allowed by law.

16 (13) If the consent of a tenant to receive certain notices or  
17 documents in an electronic form is on file with a landlord before the  
18 effective date of this act, and pursuant to this section a landlord  
19 intends to deliver additional notices or documents to such tenant in an  
20 electronic form, then prior to delivering such additional notices or  
21 documents electronically, the landlord shall provide the tenant with a  
22 statement that describes:

23 (a) The notices or documents that will be delivered by electronic  
24 means under this section that were not previously delivered  
25 electronically; and

26 (b) The tenant's right to withdraw consent to have notices or  
27 documents delivered by electronic means without the imposition of any  
28 condition or consequence that was not disclosed at the time of initial  
29 consent.

30 (14) A landlord shall deliver a notice or document by any other  
31 delivery method permitted by law other than electronic means if:

1        (a) The landlord attempts to deliver the notice or document by  
2 electronic means and has a reasonable basis for believing that the notice  
3 or document has not been received by the tenant; or

4        (b) The landlord becomes aware that the electronic mail address  
5 provided by the tenant is no longer valid.

6        (15) A landlord shall not be subject to civil liability for any harm  
7 or injury that occurs as a result of a tenant's election to receive any  
8 notice or document by electronic means or by the landlord's failure to  
9 deliver a notice or document by electronic means.

10       (16) This section shall not be construed to modify, limit, or  
11 supersede the federal Electronic Signatures in Global and National  
12 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
13 2024.

14       Sec. 3. Section 76-1450, Reissue Revised Statutes of Nebraska, is  
15 amended to read:

16       76-1450 Sections 76-1450 to 76-14,111 and section 5 of this act  
17 shall be known and may be cited as the Mobile Home Landlord and Tenant  
18 Act.

19       Sec. 4. Section 76-1457, Reissue Revised Statutes of Nebraska, is  
20 amended to read:

21       76-1457 As used in the Mobile Home Landlord and Tenant Act, unless  
22 the context otherwise requires, the definitions found in sections 76-1458  
23 to 76-1471 and section 5 of this act shall apply.

24       Sec. 5. Writing or written, when used in reference to a notice or  
25 document to be provided by a landlord to a tenant, includes a notice or  
26 document provided by electronic means in accordance with section 76-1474.

27       Sec. 6. Section 76-1474, Reissue Revised Statutes of Nebraska, is  
28 amended to read:

29       76-1474 (1) A person shall be deemed to have notice of a fact if the  
30 person:

31       (a) ~~Has~~ has actual knowledge of it; ~~τ~~

1 (b) ~~Has~~ ~~has~~ received a notice or notification of it; ~~or~~ or

2 (c) ~~From~~ ~~from~~ all facts and circumstances known to him or her at the  
3 time in question has reason to know that it exists.

4 (2) A person notifies or gives a notice or notification to another  
5 by taking steps reasonably calculated to inform the other whether or not  
6 the other actually comes to know of it. A person receives a notice or  
7 notification when:

8 (a) ~~It~~ ~~it~~ comes to the person's attention; ~~or~~ or

9 (b) ~~In~~ ~~in~~ the case of the landlord, it is delivered in hand or  
10 mailed by United States mail to the landlord's place of business at which  
11 the rental agreement was made or at any place held out by the landlord as  
12 the place for receipt of a communication or delivered to any individual  
13 who is deemed to be an agent pursuant to section 76-1480; ~~or~~ or

14 (c) ~~In~~ ~~in~~ the case of the tenant, it is:

15 (i) ~~Delivered~~ ~~delivered~~ in hand to the tenant;

16 (ii) ~~Mailed~~ ~~or~~ ~~mailed~~ by United States mail to the tenant at the  
17 place held out by the tenant as the place for receipt of a communication  
18 or, in the absence of such designation, to the tenant's last-known place  
19 of residence; ~~or~~ or

20 (iii) Delivered by electronic means.

21 (3) Notice, knowledge, or a notice or notification received by an  
22 organization shall be effective for a particular transaction from the  
23 time it is brought to the attention of the individual conducting the  
24 transaction and in any event from the time it would have been brought to  
25 the person's attention if the organization had exercised reasonable  
26 diligence.

27 (4) For purposes of this section, delivered by electronic means  
28 includes:

29 (a) Delivery to an electronic mail address at which a tenant has  
30 consented to receive notices or documents; and

31 (b) Posting on an electronic network or site accessible via the

1 Internet, mobile application, computer, mobile device, tablet, or any  
2 other electronic device, together with separate notice of the posting,  
3 which shall be provided by electronic mail to the address at which the  
4 tenant has consented to receive notices or documents or by any other  
5 delivery method that has been consented to by the tenant.

6 (5) Subject to the requirements of this section, any notice to a  
7 tenant or any other document required under applicable law regarding a  
8 rental agreement or that is to serve as evidence of action regarding a  
9 rental agreement may be delivered, stored, and presented by electronic  
10 means so long as it meets the requirements of the Uniform Electronic  
11 Transactions Act.

12 (6) Delivery of a notice or document in accordance with this section  
13 shall be considered equivalent to any delivery method required under  
14 applicable law, including delivery by first-class mail, registered mail,  
15 certified mail, certificate of mailing, or a commercial mail delivery  
16 service. In any instance in which proof of receipt is required for a  
17 mailing, the electronic delivery method used shall provide for  
18 verification or acknowledgment of receipt.

19 (7) A notice or document may be delivered by electronic means by a  
20 landlord to a tenant under this section if:

21 (a) The tenant has affirmatively consented to such method of  
22 delivery and has not withdrawn the consent;

23 (b) The tenant, before giving consent, is provided with a clear and  
24 conspicuous statement informing the tenant of:

25 (i) The right of the tenant to withdraw consent to have a notice or  
26 document delivered by electronic means at any time;

27 (ii) Any conditions or consequences imposed in the event consent is  
28 withdrawn;

29 (iii) The transactions and types of notices and documents to which  
30 the tenant's consent would apply;

31 (iv) The right of a tenant to have a notice or document delivered in

1 paper form by mail and the means, after consent is given, by which a  
2 tenant may obtain a paper copy of a notice or document delivered by  
3 electronic means; and

4 (v) The procedure a tenant shall follow to withdraw consent to have  
5 a notice or document delivered by electronic means and to update the  
6 tenant's electronic mail address;

7 (c) The tenant:

8 (i) Before giving consent, is provided with a statement of the  
9 hardware and software requirements for access to and retention of a  
10 notice or document delivered by electronic means; and

11 (ii) Consents electronically, or confirms consent electronically, in  
12 a manner that reasonably demonstrates that the tenant can access  
13 information in the electronic form that will be used for notices or  
14 documents delivered by electronic means as to which the tenant has given  
15 consent; and

16 (d) After the tenant consents, if there is a change in the hardware  
17 or software requirements needed to access or retain a notice or document  
18 delivered by electronic means creates a material risk that the tenant  
19 will not be able to access or retain a subsequent notice or document to  
20 which the consent applies, the landlord:

21 (i) Provides the tenant with a statement that describes:

22 (A) The revised hardware and software requirements for access to and  
23 retention of a notice or document delivered by electronic means; and

24 (B) The right of the tenant to withdraw consent without the  
25 imposition of any condition or consequence that was not disclosed at the  
26 time of initial consent; and

27 (ii) Complies with subdivision (7)(b) of this section.

28 (8) This section does not affect any requirement related to content  
29 or timing of any notice or document required under applicable law.

30 (9) If any provision of the Mobile Home Landlord and Tenant Act or  
31 any other applicable law requiring a notice or document to be provided to

1 a tenant expressly requires verification or acknowledgment of receipt of  
2 the notice or document, the notice or document may be delivered by  
3 electronic means only if the method used provides for verification or  
4 acknowledgment of receipt.

5 (10) If verification or acknowledgment of receipt is not obtained,  
6 the notice or document shall be sent to the tenant by mail as prescribed  
7 by the Mobile Home Landlord and Tenant Act. If two or more electronic  
8 communications to the tenant are returned as undeliverable during a  
9 thirty-day period, all future communications shall be sent to the tenant  
10 by first-class or other mail as prescribed by law unless and until the  
11 tenant consents electronically, or confirms electronically, in a manner  
12 that reasonably demonstrates that the tenant can access information in  
13 the electronic form that will be used for notices or documents delivered  
14 by electronic means as to which the tenant has given consent.

15 (11) A withdrawal of consent by a tenant does not affect the legal  
16 effectiveness, validity, or enforceability of a notice or document  
17 delivered by electronic means to the tenant before the withdrawal of  
18 consent is effective. A withdrawal of consent by a tenant is effective  
19 within a reasonable period of time after receipt of the withdrawal by the  
20 landlord. Failure by a landlord to comply with subdivision (7)(d) of this  
21 section may be treated, at the election of the tenant, as a withdrawal of  
22 consent for purposes of this section.

23 (12) This section does not apply to a notice or document delivered  
24 by a landlord in an electronic form before the effective date of this act  
25 to a tenant who, before such date, has consented to receive notices or  
26 documents in an electronic form otherwise allowed by law.

27 (13) If the consent of a tenant to receive certain notices or  
28 documents in an electronic form is on file with a landlord before the  
29 effective date of this act, and pursuant to this section a landlord  
30 intends to deliver additional notices or documents to such tenant in an  
31 electronic form, then prior to delivering such additional notices or

1 documents electronically, the landlord shall provide the tenant with a  
2 statement that describes:

3 (a) The notices or documents that will be delivered by electronic  
4 means under this section that were not previously delivered  
5 electronically; and

6 (b) The tenant's right to withdraw consent to have notices or  
7 documents delivered by electronic means without the imposition of any  
8 condition or consequence that was not disclosed at the time of initial  
9 consent.

10 (14) A landlord shall deliver a notice or document by any other  
11 delivery method permitted by law other than electronic means if:

12 (a) The landlord attempts to deliver the notice or document by  
13 electronic means and has a reasonable basis for believing that the notice  
14 or document has not been received by the tenant; or

15 (b) The landlord becomes aware that the electronic mail address  
16 provided by the tenant is no longer valid.

17 (15) A landlord shall not be subject to civil liability for any harm  
18 or injury that occurs as a result of a tenant's election to receive any  
19 notice or document by electronic means or by the landlord's failure to  
20 deliver a notice or document by electronic means.

21 (16) This section shall not be construed to modify, limit, or  
22 supersede the federal Electronic Signatures in Global and National  
23 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
24 2024.

25 Sec. 7. Original sections 76-1413, 76-1450, 76-1457, and 76-1474,  
26 Reissue Revised Statutes of Nebraska, and section 76-1410, Revised  
27 Statutes Cumulative Supplement, 2022, are repealed.