

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 267

Introduced by Rountree, 3.

Read first time January 15, 2025

Committee: Judiciary

1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant
2 Act; to amend section 76-1401, Revised Statutes Cumulative
3 Supplement, 2024; to provide for removal of a cotenant or occupant
4 who has committed an act of domestic violence from a rental
5 agreement; to provide powers and duties for landlords; to provide
6 for court costs and attorney's fees; to require a landlord to change
7 locks in cases of domestic violence as prescribed; to harmonize
8 provisions; and to repeal the original section.
9 Be it enacted by the people of the State of Nebraska,

1 **Section 1.** Section 76-1401, Revised Statutes Cumulative Supplement,
2 2024, is amended to read:

3 76-1401 Sections 76-1401 to 76-1449 and sections 2 and 3 of this act
4 shall be known and may be cited as the Uniform Residential Landlord and
5 Tenant Act.

6 **Sec. 2.** (1) Where an act of domestic violence is perpetrated
7 against a tenant or household member by another cotenant or occupant of
8 the same dwelling unit, the tenant may have the perpetrator removed from
9 the rental agreement and, if needed, excluded from the premises if the
10 tenant or household member has:

11 (a) Obtained a protective order, restraining order, or other similar
12 relief which applies to the perpetrator of the act of domestic violence;
13 or

14 (b) Obtained certification confirming domestic violence as set forth
15 in subdivision (5)(a)(iii) of section 76-1431.

16 (2) To have the perpetrator removed from a rental agreement under
17 this section, the tenant shall:

18 (a) Provide the landlord a copy of the documentation described in
19 subsection (1) of this section; and

20 (b) Provide the landlord a written notice containing:

21 (i) The full legal name of the cotenant or occupant who is the
22 perpetrator of the act of domestic violence;

23 (ii) The date on which the tenant wishes the notice of termination
24 to be served upon the perpetrator. Such date shall be at least five days
25 after the date the tenant provides the documentation and written notice
26 to the landlord and no more than thirty days after such date; and

27 (iii) The tenant's preferred method by which to receive future
28 communications from the landlord.

29 (3) When a tenant has provided the landlord with documentation and
30 written notice, as described in subsections (1) and (2) of this section,
31 the landlord shall proceed under subsection (4) of section 76-1431

1 against only the cotenant or occupant who is the perpetrator of the act
2 of domestic violence. The landlord shall serve the five-day notice
3 provided for in subsection (4) of section 76-1431 on such perpetrator on
4 the date provided by the requesting tenant under subdivision (2)(b)(ii)
5 of this section.

6 (4)(a) If the perpetrator vacates the premises within the five-day
7 notice period described in subsection (4) of section 76-1431, the
8 landlord shall:

9 (i) Install a new lock to the dwelling unit, pursuant to section 3
10 of this act; and

11 (ii) Timely notify the requesting tenant by the method provided
12 under subdivision (2)(b)(iii) of this section to inform the requesting
13 tenant how the tenant can obtain access to the re-keyed unit.

14 (b) If the perpetrator fails to vacate the premises within the five-
15 day notice period described in subsection (4) of section 76-1431, the
16 landlord shall:

17 (i) File suit for recovery of possession of the premises against the
18 perpetrator only;

19 (ii) Timely notify the requesting tenant by the method provided
20 under subsection (2)(b)(iii) of this section to inform them of the
21 hearing date set in the suit.

22 (c) If judgment is entered in favor of the landlord in a suit
23 brought pursuant to subsection (4) of section 76-1431, the landlord
24 shall:

25 (i) Be entitled to recover court costs and reasonable attorney's
26 fees from the perpetrator;

27 (ii) Install a new lock to the dwelling unit, pursuant to section 3
28 of this act;

29 (iii) Timely notify the requesting tenant by the method provided
30 under subdivision (2)(b)(iii) of this section to inform the requesting
31 tenant of the reasonable method by which the tenant can obtain access to

1 the re-keyed unit; and

2 (iv) Refuse to provide the perpetrator with access to the dwelling
3 unit to reclaim property unless a law enforcement officer escorts the
4 perpetrator into and out of the dwelling.

5 (5) A landlord is not liable for any actions taken in good faith
6 pursuant to this section.

7 **Sec. 3.** (1) When an act of domestic violence is perpetrated against
8 a tenant or household member by someone who is not a cotenant or occupant
9 of the same dwelling unit, the tenant may require the landlord to change
10 the lock to the tenant's dwelling unit if the tenant or household member
11 has:

12 (a) Obtained a protective order, restraining order, or other similar
13 relief which applies to the perpetrator of the act of domestic violence;
14 or

15 (b) Obtained certification confirming domestic violence as set forth
16 in subdivision (5)(a)(iii) of section 76-1431.

17 (2) To have a lock changed under this section, the tenant shall:

18 (a) Provide the landlord a copy of the documentation described in
19 subsection (1) of this section; and

20 (b) Provide the landlord a written notice containing the request
21 that the locks be changed immediately.

22 (3) The landlord shall change the locks to the tenant's dwelling
23 unit within twenty-four hours after receiving the tenant's written
24 request by either:

25 (a) Replacing the entire locking mechanism with a locking mechanism
26 of equal or better quality than the lock being replaced; or

27 (b) If the lock is in good working condition:

28 (i) Rekeying the lock; or

29 (ii) In the case of a keyless electronic lock, resetting the entry
30 code.

31 (4)(a) If a landlord fails to change the locks as required by

1 subsection (3) of this section, the tenant:

2 (i) May change the locks in a workmanlike manner with locks of
3 similar or better quality than the original lock;

4 (ii) Shall timely notify the landlord that the locks have been
5 changed; and

6 (iii) Shall, by a reasonable method agreed upon by the landlord and
7 tenant, provide the landlord with a new key or the entry code by which to
8 access the dwelling unit.

9 (b) This subsection applies notwithstanding any provision in the
10 rental agreement to the contrary.

11 (5) A landlord who installs a new lock pursuant to this section may
12 retain a copy of the key or entry code that opens the new lock.

13 (6) The landlord may require the tenant to pay for the actual and
14 reasonable cost incurred by the landlord in changing the locks under this
15 section.

16 **Sec. 4.** Original section 76-1401, Revised Statutes Cumulative
17 Supplement, 2024, is repealed.