

AMENDMENTS TO LB221

Introduced by Harr, 8.

1 1. Strike original section 3 and insert the following new sections:

2 Section 1. Section 25-21,220, Reissue Revised Statutes of Nebraska,
3 is amended to read:

4 25-21,220 Proceedings under sections 25-21,219 to 25-21,235 may be
5 had:

6 (1) In all cases against tenants holding over their terms, and a
7 tenant shall be deemed to be holding over his or her term whenever the
8 tenant has failed, neglected, or refused to pay the rent or any part
9 thereof when the rent became due;

10 (2) In all cases when a tenant has threatened the health or safety
11 of other tenants, the landlord, or the landlord's employees or agents,
12 without the right of the tenant to cure the default;

13 (3 2) In all cases of sales of real estate or executions, orders, or
14 other judicial process when the judgment debtor was in possession at the
15 time of the entry of the judgment or decree by virtue of which such sale
16 was made;

17 (4 3) In all cases of sale by executors or administrators or
18 guardians and on partition if any of the parties to the partition were in
19 possession at the commencement of the suit after such sales so made on
20 execution or otherwise have been examined by the proper court and the
21 sales adjudged legal; and

22 (5 4) In all cases when the defendant is a settler or occupier of
23 lands or tenements, without color of title, and to which the complainant
24 has the right of possession.

25 This section shall not be construed as limiting the provisions of
26 sections section 25-21,219 to 25-21,235.

27 Sec. 4. Section 76-1431, Reissue Revised Statutes of Nebraska, is

1 amended to read:

2 76-1431 (1) Except as provided in the Uniform Residential Landlord
3 and Tenant Act, if there is a noncompliance with section 76-1421
4 materially affecting health and safety or a material noncompliance by the
5 tenant with the rental agreement or any separate agreement, the landlord
6 may deliver a written notice to the tenant specifying the acts and
7 omissions constituting the breach and that the rental agreement will
8 terminate upon a date not less than thirty days after receipt of the
9 notice if the breach is not remedied in fourteen days, and the rental
10 agreement shall terminate as provided in the notice subject to the
11 following. If the breach is remediable by repairs or the payment of
12 damages or otherwise and the tenant adequately remedies the breach prior
13 to the date specified in the notice, the rental agreement will not
14 terminate. If substantially the same act or omission which constituted a
15 prior noncompliance of which notice was given recurs within six months,
16 the landlord may terminate the rental agreement upon at least fourteen
17 days' written notice specifying the breach and the date of termination of
18 the rental agreement.

19 (2) If rent is unpaid when due and the tenant fails to pay rent
20 within three days after written notice by the landlord of nonpayment and
21 his or her intention to terminate the rental agreement if the rent is not
22 paid within that period of time, the landlord may terminate the rental
23 agreement.

24 (3) Except as provided in the Uniform Residential Landlord and
25 Tenant Act, the landlord may recover damages and obtain injunctive relief
26 for any noncompliance by the tenant with the rental agreement or section
27 76-1421. If the tenant's noncompliance is willful, the landlord may
28 recover reasonable attorney's fees.

29 (4) Notwithstanding subsections (1) and (2) of this section or
30 section 25-21,221, a landlord may, after three days' written notice of
31 termination of the rental agreement and without the right of the tenant

1 to cure the default, file suit and have judgment against any tenant, or
2 occupant for recovery of possession of the premises if the tenant,
3 occupant, member of the tenant's household, guest, or other person who is
4 under the tenant's control or who is present upon the premises with the
5 tenant's consent, engages in any drug-related or violent criminal
6 activity on the premises or engages in any activity that threatens the
7 health or safety of other tenants, the landlord, or the landlord's
8 employees or agents. Such activity shall include, but not be limited to,
9 any of the following activities of the tenant, occupant, member of the
10 tenant's household, guest, or other person who is under the tenant's
11 control or who is present upon the premises with the tenant's consent:
12 (a) Physical assault or the threat of physical assault; (b) illegal use
13 of a firearm or other weapon or the threat of illegal use of a firearm or
14 other weapon; (c) possession of a controlled substance if the tenant knew
15 or should have known of the possession, unless such controlled substance
16 was obtained directly from or pursuant to a medical order issued by a
17 practitioner legally authorized to prescribe while acting in the course
18 of his or her professional practice; or (d) any other activity or
19 threatened activity which would otherwise threaten the health or safety
20 of any person or involving threatened, imminent, or actual damage to the
21 property.

22 (5) Subsection (4) of this section does not apply to a tenant if the
23 drug-related or violent criminal activity threatening the health or
24 safety of other tenants, the landlord, or the landlord's employees or
25 agents, as set forth in subsection (4) of this section, is conducted by a
26 person on the premises other than the tenant and the tenant takes at
27 least one of the following measures against the person engaging in such
28 activity:

29 (a) The tenant seeks a protective order, restraining order, or other
30 similar relief which would apply to the person conducting the activities
31 threatening the health or safety of other tenants, the landlord, or the

1 landlord's employees or agents; or

2 (b) The tenant reports the drug-related or violent criminal activity
3 threatening the health or safety of other tenants, the landlord, or the
4 landlord's employees or agents to a law enforcement agency in an effort
5 to initiate a criminal action against the person conducting the activity.

6 Sec. 5. Section 76-1441, Reissue Revised Statutes of Nebraska, is
7 amended to read:

8 76-1441 (1) The person seeking possession shall file a complaint
9 for restitution with the clerk of the district or county court. The
10 complaint shall contain (a) the facts, with particularity, on which he or
11 she seeks to recover; (b) a reasonably accurate description of the
12 premises; and (c) the requisite compliance with the notice provisions of
13 the Uniform Residential Landlord and Tenant Act. The complaint may notify
14 the tenant that personal property remains on the premises and that it may
15 be disposed of pursuant to section 69-2308 or subsection (5) of section
16 76-1414. The complaint may also contain other causes of action relating
17 to the tenancy, but such causes of action shall be answered and tried
18 separately, if requested by either party in writing.

19 (2) The person seeking possession pursuant to subsection (4) of
20 section 76-1431 shall include in the complaint the incident or incidents
21 giving rise to the suit for recovery of possession.

22 2. Renumber the remaining sections and correct the repealer
23 accordingly.