

LEGISLATURE OF NEBRASKA
ONE HUNDRED SIXTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 434

Introduced by Hansen, M., 26; Linehan, 39.

Read first time January 18, 2019

Committee: Judiciary

- 1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant
- 2 Act; to amend section 76-1431, Reissue Revised Statutes of Nebraska;
- 3 to change provisions relating to the three-day notice to quit and
- 4 create a right of redemption for the tenant; and to repeal the
- 5 original section.
- 6 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-1431, Reissue Revised Statutes of Nebraska, is
2 amended to read:

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

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

25 (b) If, within seven days subsequent to termination of the rental
26 agreement under subdivision (2)(a) of this section, the tenant pays to
27 the landlord all rent, late fees, and court costs due, the landlord shall
28 accept such payment and terminate any forcible entry and detainer
29 proceedings under sections 25-21,219 to 25-21,235 and any other eviction
30 proceedings.

31 (c) The right of redemption authorized under subdivision (2)(b) of

1 this section may be used by a tenant only once during any consecutive
2 twelve-month period.

3 (3) Except as provided in the Uniform Residential Landlord and
4 Tenant Act, the landlord may recover damages and obtain injunctive relief
5 for any noncompliance by the tenant with the rental agreement or section
6 76-1421. If the tenant's noncompliance is willful, the landlord may
7 recover reasonable attorney's fees.

8 (4) Notwithstanding subsections (1) and (2) of this section or
9 section 25-21,221, a landlord may, after five days' written notice of
10 termination of the rental agreement and without the right of the tenant
11 to cure the default, file suit and have judgment against any tenant or
12 occupant for recovery of possession of the premises if the tenant,
13 occupant, member of the tenant's household, guest, or other person who is
14 under the tenant's control or who is present upon the premises with the
15 tenant's consent, engages in any violent criminal activity on the
16 premises, the illegal sale of any controlled substance on the premises,
17 or any other activity that threatens the health or safety of other
18 tenants, the landlord, or the landlord's employees or agents. Such
19 activity shall include, but not be limited to, any of the following
20 activities of the tenant, occupant, member of the tenant's household,
21 guest, or other person who is under the tenant's control or who is
22 present upon the premises with the tenant's consent: (a) Physical assault
23 or the threat of physical assault; (b) illegal use of a firearm or other
24 weapon or the threat of illegal use of a firearm or other weapon; (c)
25 possession of a controlled substance if the tenant knew or should have
26 known of the possession, unless such controlled substance was obtained
27 directly from or pursuant to a medical order issued by a practitioner
28 legally authorized to prescribe while acting in the course of his or her
29 professional practice; or (d) any other activity or threatened activity
30 which would otherwise threaten the health or safety of any person or
31 involving threatened, imminent, or actual damage to the property.

1 (5) Subsection (4) of this section does not apply to a tenant if the
2 violent criminal activity, illegal sale of any controlled substance, or
3 other activity that threatens the health or safety of other tenants, the
4 landlord, or the landlord's employees or agents, as set forth in
5 subsection (4) of this section, is conducted by a person on the premises
6 other than the tenant and the tenant takes at least one of the following
7 measures against the person engaging in such activity:

8 (a) The tenant seeks a protective order, restraining order, or other
9 similar relief which would apply to the person conducting such activity;
10 or

11 (b) The tenant reports such activity to a law enforcement agency in
12 an effort to initiate a criminal action against the person conducting the
13 activity.

14 Sec. 2. Original section 76-1431, Reissue Revised Statutes of
15 Nebraska, is repealed.