

LEGISLATURE OF NEBRASKA
ONE HUNDRED SEVENTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 320

Introduced by Cavanaugh, J., 9; Blood, 3; Cavanaugh, M., 6; Day, 49;
Hansen, M., 26; Hunt, 8; McKinney, 11.

Read first time January 13, 2021

Committee: Judiciary

1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant
2 Act; to amend sections 76-1401 and 76-1410, Reissue Revised Statutes
3 of Nebraska, and section 76-1431, Revised Statutes Cumulative
4 Supplement, 2020; to define terms; to change provisions relating to
5 landlords' and tenants' rights and duties regarding violent criminal
6 activity upon a premises; to provide for the release of a victim of
7 domestic violence from a rental agreement; to harmonize provisions;
8 and to repeal the original sections.
9 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-1401, Reissue Revised Statutes of Nebraska, is
2 amended to read:

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

6 Sec. 2. Section 76-1410, Reissue Revised Statutes of Nebraska, is
7 amended to read:

8 76-1410 Subject to additional definitions contained in the Uniform
9 Residential Landlord and Tenant Act and unless the context otherwise
10 requires:

11 (1) Act of domestic violence means abuse as defined in section
12 42-903, sexual assault under sections 28-319 to 28-320.01, domestic
13 assault under section 28-323, stalking under section 28-311.03, labor or
14 sex trafficking under section 28-831, and knowing and intentional abuse,
15 neglect, or exploitation of a vulnerable adult or senior adult under
16 section 28-386.

17 (2) ~~(1)~~ Action includes recoupment, counterclaim, setoff, suit in
18 equity, and any other proceeding in which rights are determined,
19 including an action for possession.

20 (3) ~~(2)~~ Building and housing codes include any law, ordinance, or
21 governmental regulation concerning fitness for habitation, or the
22 construction, maintenance, operation, occupancy, use, or appearance of
23 any premises, or dwelling unit. Minimum housing code shall be limited to
24 those laws, resolutions, or ordinances or regulations, or portions
25 thereof, dealing specifically with health and minimum standards of
26 fitness for habitation.

27 (4) ~~(3)~~ Dwelling unit means a structure or the part of a structure
28 that is used as a home, residence, or sleeping place by one person who
29 maintains a household or by two or more persons who maintain a common
30 household.

31 (5) ~~(4)~~ Good faith means honesty in fact in the conduct of the

1 transaction concerned.

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

4 (7) (5) Landlord means the owner, lessor, or sublessor of the
5 dwelling unit or the building of which it is a part, and it also means a
6 manager of the premises who fails to disclose as required by section
7 76-1417.

8 (8) (6) Organization includes a corporation, government,
9 governmental subdivision or agency, business trust, estate, trust,
10 partnership, limited liability company, or association, two or more
11 persons having a joint or common interest, and any other legal or
12 commercial entity.

13 (9) (7) Owner means one or more persons, jointly or severally, in
14 whom is vested (a) all or part of the legal title to property, or (b) all
15 or part of the beneficial ownership and a right to present use and
16 enjoyment of the premises; and the term includes a mortgagee in
17 possession.

18 (10) (8) Person includes an individual, limited liability company,
19 or organization.

20 (11) Qualified third party means a nonprofit organization that
21 provides services for victims of domestic violence.

22 (12) (9) Premises means a dwelling unit and the structure of which
23 it is a part and facilities and appurtenances therein and grounds, areas,
24 and facilities held out for the use of tenants generally or whose use is
25 promised to the tenant.

26 (13) (10) Rent means all payments to be made to the landlord under
27 the rental agreement.

28 (14) (11) Rental agreement means all agreements, written or oral,
29 between a landlord and tenant, and valid rules and regulations adopted
30 under section 76-1422 embodying the terms and conditions concerning the
31 use and occupancy of a dwelling unit and premises.

1 (15) ~~(12)~~ Roomer means a person occupying a dwelling unit that lacks
2 a major bathroom or kitchen facility, in a structure where one or more
3 major facilities are used in common by occupants of the dwelling units.
4 Major facility in the case of a bathroom means toilet, or either a bath
5 or shower, and in the case of a kitchen means refrigerator, stove, or
6 sink.

7 (16) ~~(13)~~ Single-family residence means a structure maintained and
8 used as a single dwelling unit. Notwithstanding that a dwelling unit
9 shares one or more walls with another dwelling unit, it is a single-
10 family residence if it has direct access to a street or thoroughfare and
11 shares neither heating facilities, hot water equipment, nor any other
12 essential facility or service with any other dwelling unit.

13 (17) ~~(14)~~ Tenant means a person entitled under a rental agreement to
14 occupy a dwelling unit to the exclusion of others.

15 Sec. 3. Section 76-1431, Revised Statutes Cumulative Supplement,
16 2020, is amended to read:

17 76-1431 (1) Except as provided in the Uniform Residential Landlord
18 and Tenant Act, if there is a noncompliance with section 76-1421
19 materially affecting health and safety or a material noncompliance by the
20 tenant with the rental agreement or any separate agreement, the landlord
21 may deliver a written notice to the tenant specifying the acts and
22 omissions constituting the breach and that the rental agreement will
23 terminate upon a date not less than thirty days after receipt of the
24 notice if the breach is not remedied in fourteen days, and the rental
25 agreement shall terminate as provided in the notice subject to the
26 following. If the breach is remediable by repairs or the payment of
27 damages or otherwise and the tenant adequately remedies the breach prior
28 to the date specified in the notice, the rental agreement will not
29 terminate. If substantially the same act or omission which constituted a
30 prior noncompliance of which notice was given recurs within six months,
31 the landlord may terminate the rental agreement upon at least fourteen

1 days' written notice specifying the breach and the date of termination of
2 the rental agreement.

3 (2) If rent is unpaid when due and the tenant fails to pay rent
4 within seven calendar days after written notice by the landlord of
5 nonpayment and his or her intention to terminate the rental agreement if
6 the rent is not paid within that period of time, the landlord may
7 terminate the rental agreement.

8 (3) Except as provided in the Uniform Residential Landlord and
9 Tenant Act, the landlord may recover damages and obtain injunctive relief
10 for any noncompliance by the tenant with the rental agreement or section
11 76-1421. If the tenant's noncompliance is willful, the landlord may
12 recover reasonable attorney's fees.

13 (4) Notwithstanding subsections (1) and (2) of this section or
14 section 25-21,221, and except as provided in subsection (5) of this
15 section, a landlord may, after five days' written notice of termination
16 of the rental agreement and without the right of the tenant to cure the
17 default, file suit and have judgment against any tenant or occupant for
18 recovery of possession of the premises if the tenant, occupant, member of
19 the tenant's household, guest, or other person who is under the tenant's
20 control or who is present upon the premises with the tenant's consent,
21 engages in any violent criminal activity on the premises, the illegal
22 sale of any controlled substance on the premises, or any other activity
23 that threatens the health or safety of other tenants, the landlord, or
24 the landlord's employees or agents. Such activity shall include, but not
25 be limited to, any of the following activities of the tenant, occupant,
26 member of the tenant's household, guest, or other person who is under the
27 tenant's control or who is present upon the premises with the tenant's
28 consent: (a) Physical assault or the threat of physical assault; (b)
29 illegal use of a firearm or other weapon or the threat of illegal use of
30 a firearm or other weapon; (c) possession of a controlled substance if
31 the tenant knew or should have known of the possession, unless such

1 controlled substance was obtained directly from or pursuant to a medical
2 order issued by a practitioner legally authorized to prescribe while
3 acting in the course of his or her professional practice; or (d) any
4 other activity or threatened activity which would otherwise threaten the
5 health or safety of any person or involving threatened, imminent, or
6 actual damage to the property.

7 (5) A landlord shall not take action under subsection ~~Subsection~~ (4)
8 of this section ~~does not apply to a tenant~~ if the violent criminal
9 activity, illegal sale of any controlled substance, or other activity
10 that threatens the health or safety of other tenants, the landlord, or
11 the landlord's employees or agents, as set forth in subsection (4) of
12 this section, is conducted by a person on the premises other than the
13 tenant or a household member and the tenant or household member takes at
14 least one of the following measures ~~against the person engaging in such~~
15 ~~activity~~:

16 (a) The tenant or household member seeks a protective order,
17 restraining order, or other similar relief which would apply to the
18 person conducting such activity; ~~or~~

19 (b) The tenant or household member reports such activity to a law
20 enforcement agency in an effort to initiate a criminal action against the
21 person conducting the activity; or -

22 (c) If the activity is an act of domestic violence, the tenant or
23 household member receives certification of the activity from a qualified
24 third party as set forth in the housing protections under the federal
25 Violence Against Women Reauthorization Act of 2013.

26 Sec. 4. (1) A tenant who is a victim of an act of domestic violence
27 or whose household member is a victim of an act of domestic violence may
28 obtain a release from a rental agreement if the tenant or household
29 member has:

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

1 or

2 (b) Obtained certification confirming domestic violence as set forth
3 in subdivision (5)(c) of section 3 of this act.

4 (2) To obtain a release from a rental agreement under this section,
5 the tenant shall:

6 (a) Provide to the landlord a copy of the documentation described in
7 subsection (1) of this section; and

8 (b) Provide to the landlord a written notice containing:

9 (i) The date on which the tenant wishes the release to be effective.
10 Such date shall be at least fourteen days after the date the tenant
11 provides the order or confirmation document and written notice and no
12 more than thirty days after such date; and

13 (ii) The names of any household members to be released in addition
14 to the tenant.

15 (3) The tenant shall remain liable for rent for the month in which
16 the tenant terminated the rental agreement.

17 (4) A tenant and any household member who is released from a rental
18 agreement pursuant to this section:

19 (a) Is not liable for rent or damages to the premises incurred after
20 the release date; and

21 (b) Is not subject to any fee solely because of termination of the
22 rental agreement.

23 (5) Other tenants who are parties to the rental agreement, other
24 than household members of a tenant released under this section, are not
25 released pursuant to this section from their obligations under the rental
26 agreement or the Uniform Residential Landlord and Tenant Act.

27 Sec. 5. Original sections 76-1401 and 76-1410, Reissue Revised
28 Statutes of Nebraska, and section 76-1431, Revised Statutes Cumulative
29 Supplement, 2020, are repealed.