

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 17

Introduced by Cavanaugh, J., 9.

Read first time January 09, 2025

Committee:

- 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 prohibit landlords from charging fees as
- 4 prescribed; to require disclosures; to provide for enforcement under
- 5 the Consumer Protection Act; to provide civil penalties; to
- 6 harmonize provisions; and to repeal the original section.
- 7 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 section 2 of this act shall
4 be known and may be cited as the Uniform Residential Landlord and Tenant
5 Act.

6 **Sec. 2.** (1) Except as provided in this section, a landlord shall
7 not require the payment by a tenant or prospective tenant of any fee,
8 charge, reimbursement, or remuneration, however denominated.

9 (2) A landlord may require payment of:

10 (a) Rent as provided in the rental agreement;

11 (b) A security deposit in compliance with section 76-1416;

12 (c) A fee for payments returned for insufficient funds, not to
13 exceed the cost charged to the landlord for insufficient funds;

14 (d) A late fee for rental payments made after the date rent is due,
15 not to exceed five percent of the payment past due or fifty dollars,
16 whichever is less; and

17 (e) An application fee not to exceed the actual cost of obtaining a
18 consumer report on the prospective tenant from a consumer reporting
19 agency.

20 (3) A landlord shall not:

21 (a) Charge a prospective tenant a rental application fee when the
22 landlord knows or should have known that no rental unit is available at
23 that time or will be available within a reasonable future time;

24 (b) Collect or hold a rental application fee without giving a
25 written receipt, which may be incorporated into the application form;

26 (c) Use, cash, or deposit a rental application fee until all prior
27 applicants have either been screened and rejected or offered the unit and
28 declined to enter into a rental agreement; or

29 (d) Charge a prospective tenant a rental application fee different
30 than the rental application fee charged to another prospective tenant who
31 applies to rent:

1 (i) The same dwelling unit; or

2 (ii) If the landlord offers more than one dwelling unit for rent at
3 the same time, any other dwelling unit offered by the landlord.

4 (4) A landlord shall not retain, use, cash, or deposit rental
5 application fees or residual rental application fees if:

6 (a) A prior applicant is offered the unit and agrees to enter into a
7 rental agreement;

8 (b) The landlord does not use the rental application fee to obtain a
9 consumer report regarding the prospective tenant;

10 (c) The landlord failed to provide the notice as required in
11 subsection (11) of this section prior to accepting a prospective tenant's
12 rental application; or

13 (d) The landlord does not use the entire amount of the rental
14 application fee collected to obtain a consumer report regarding the
15 prospective tenant.

16 (5)(a) A landlord shall provide to a prospective tenant a copy of
17 any consumer report, including tenant background screening reports, that
18 the landlord obtained, whether directly or using a consumer reporting
19 agency, regarding that prospective tenant.

20 (b) The landlord may provide an electronic copy of each consumer
21 report unless the prospective tenant requests a paper copy, in which
22 case, the landlord shall provide the prospective tenant a paper copy of
23 each consumer report.

24 (c) In addition to each consumer report, the landlord shall provide
25 written notification of:

26 (i) The name, address, and phone number of each consumer reporting
27 agency that furnished a consumer report;

28 (ii) The prospective tenant's right to access all information held
29 by a consumer reporting agency and to dispute the accuracy of a consumer
30 report with the consumer reporting agency; and

31 (iii) Advisement of the prospective tenant's right to review

1 criminal history record information maintained by any system in this
2 state to determine its accuracy pursuant to section 29-3525.

3 (6) If a landlord denies a prospective tenant's application or takes
4 other adverse action, the landlord shall provide a written notice to the
5 prospective tenant that states the reasons for the denial or adverse
6 action with specificity, including:

7 (a) The name and address of the prospective tenant;

8 (b) Notification that the application has been rejected, the
9 application has been approved with conditions that are specifically
10 described, or specifying some other adverse action;

11 (c) Detailed information regarding the grounds for application
12 denial or other adverse action, specifying whether the application denial
13 or other adverse action was based on one or more of the following:

14 (i) Information contained in a consumer report;

15 (ii) A lack of sufficient information in the consumer report;

16 (iii) Information received from previous rental history or
17 reference;

18 (iv) Information received in a criminal record;

19 (v) Information received in a civil record;

20 (vi) Information received from an employment verification; or

21 (vii) Another specifically described reason.

22 (7) A landlord shall make a good-faith effort to provide the notice
23 required by subsection (6) of this section no later than twenty calendar
24 days after making the decision to deny the prospective tenant's rental
25 application or take other adverse action.

26 (8) The rental application fee or any unused portion thereof may be
27 returned by mail, may be destroyed upon the prospective tenant's request
28 if paid by check, or may be made available for the applicant to retrieve.
29 A landlord shall make a good-faith effort to remit such amount within ten
30 calendar days after processing the application.

31 (9) This section does not:

1 (a) Limit the rights of a prospective tenant or the duties of a
2 credit reporting agency as otherwise provided in the Credit Report
3 Protection Act or federal Fair Credit Reporting Act; or

4 (b) Limit enforcement or civil liability for:

5 (i) Knowingly disseminating criminal history record information in
6 violation of section 29-3527 or 43-2,108.05; or

7 (ii) Negligently or willfully failing to comply with requirements
8 imposed under sections 616 and 617 of the federal Fair Credit Reporting
9 Act, 15 U.S.C. 1681n and 1682o.

10 (10) A landlord may charge reasonable fees for optional goods or
11 services provided to a tenant only if the tenant provides written,
12 informed consent after the tenant has received a disclosure from the
13 landlord which contains a description of the good or service, the amount
14 and frequency of the fee for the good or service, and how the tenant can
15 cancel or opt out of the good or service. The tenant must be allowed to
16 opt out of the good or service at any time.

17 (11) A landlord must disclose the total cost of rent in writing to a
18 tenant before the tenant submits an application for a dwelling unit,
19 including an itemization of any mandatory and optional fees with a
20 description of the frequency of such fees. All fees must be described in
21 a written rental agreement signed by both parties.

22 (12) Any violation of this section shall be considered a violation
23 of section 59-1602 and be subject to the Consumer Protection Act and any
24 other law which provides for the implementation and enforcement of
25 section 59-1602. Such violation may be enforced in a civil action by the
26 aggrieved person or the Attorney General. A landlord who knowingly
27 violates this section may be subject to civil penalties of up to three
28 hundred dollars per violation, plus court costs and reasonable attorney's
29 fees.

30 **Sec. 3.** Original section 76-1401, Revised Statutes Cumulative
31 Supplement, 2024, is repealed.