

LEGISLATURE OF NEBRASKA  
ONE HUNDRED NINTH LEGISLATURE  
FIRST SESSION

**LEGISLATIVE BILL 185**

Introduced by Dover, 19.

Read first time January 13, 2025

Committee: Judiciary

1 A BILL FOR AN ACT relating to landlords and tenants; to amend sections  
2 76-1413, 76-1450, 76-1457, and 76-1474, Reissue Revised Statutes of  
3 Nebraska, and section 76-1410, Revised Statutes Cumulative  
4 Supplement, 2024; to provide for electronic notices by landlords to  
5 tenants under the Uniform Residential Landlord and Tenant Act and  
6 the Mobile Home Landlord and Tenant Act; to define terms; to  
7 harmonize provisions; and to repeal the original sections.  
8 Be it enacted by the people of the State of Nebraska,

1           **Section 1.** Section 76-1410, Revised Statutes Cumulative Supplement,  
2 2024, is amended to read:

3           76-1410 Subject to additional definitions contained in the Uniform  
4 Residential Landlord and Tenant Act and unless the context otherwise  
5 requires:

6           (1) Act of domestic violence means abuse as defined in section  
7 42-903, sexual assault under sections 28-319 to 28-320.01, domestic  
8 assault under section 28-323, stalking under section 28-311.03, labor or  
9 sex trafficking under section 28-831, and knowing and intentional abuse,  
10 neglect, or exploitation of a vulnerable adult or senior adult under  
11 section 28-386.

12           (2) Action includes recoupment, counterclaim, setoff, suit in  
13 equity, and any other proceeding in which rights are determined,  
14 including an action for possession.

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

22           (4) Dwelling unit means a structure or the part of a structure that  
23 is used as a home, residence, or sleeping place by one person who  
24 maintains a household or by two or more persons who maintain a common  
25 household.

26           (5) Good faith means honesty in fact in the conduct of the  
27 transaction concerned.

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

30           (7) Landlord means the owner, lessor, or sublessor of the dwelling  
31 unit or the building of which it is a part, and it also means a manager

1 of the premises who fails to disclose as required by section 76-1417.

2 (8) Organization includes a corporation, government, governmental  
3 subdivision or agency, business trust, estate, trust, partnership,  
4 limited liability company, or association, two or more persons having a  
5 joint or common interest, and any other legal or commercial entity.

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

10 (10) Person includes an individual, limited liability company, or  
11 organization.

12 (11) Qualified third party means an organization that (a) is a  
13 nonprofit organization organized under section 501(c)(3) of the Internal  
14 Revenue Code or a federally recognized Indian tribe whose governmental  
15 body is within the borders of Nebraska and (b) has an affiliation  
16 agreement with the Department of Health and Human Services to provide  
17 services to victims of domestic violence and sexual assault under the  
18 Protection from Domestic Abuse Act.

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

23 (13) Rent means all payments to be made to the landlord under the  
24 rental agreement.

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

29 (15) Roomer means a person occupying a dwelling unit that lacks a  
30 major bathroom or kitchen facility, in a structure where one or more  
31 major facilities are used in common by occupants of the dwelling units.

1 Major facility in the case of a bathroom means toilet, or either a bath  
2 or shower, and in the case of a kitchen means refrigerator, stove, or  
3 sink.

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

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

12 (18) Writing or written, when used in reference to a notice or  
13 document to be provided by or to a landlord or tenant, includes a notice  
14 or document provided by electronic means in accordance with section  
15 76-1413.

16 **Sec. 2.** Section 76-1413, Reissue Revised Statutes of Nebraska, is  
17 amended to read:

18 76-1413 (1) A person has notice of a fact if:

19 (a) Such person ~~he~~ has actual knowledge of it; ~~τ~~

20 (b) Such person ~~he~~ has received a notice or notification of it; ~~τ~~ or

21 (c) Such person ~~from~~ all facts and circumstances known to such  
22 person ~~him~~ at the time in question, such person ~~he~~ has reason to know  
23 that it exists. A person knows or has knowledge of a fact if such person  
24 ~~he~~ has actual knowledge of it.

25 (2) A person notifies or gives a notice or notification to another  
26 by taking steps reasonably calculated to inform the other in ordinary  
27 course whether or not the other actually comes to know of it. A person  
28 receives a notice or notification when:

29 (a) It ~~it~~ comes to such person's ~~his~~ attention; ~~τ~~

30 (b) In ~~in~~ the case of the landlord, it is:

31 (i) Delivered ~~delivered~~ at the place of business of the landlord

1 through which the rental agreement was made or at any place held out by  
2 the landlord him as the place for receipt of the communication; ~~or~~ or

3 (ii) Delivered by electronic means; or

4 (c) In in the case of the tenant, it is:

5 (i) Delivered delivered in hand to the tenant;

6 (ii) Mailed or mailed to the tenant him at the place held out by the  
7 tenant him as the place for receipt of the communication, or in the  
8 absence of such designation, to the tenant's his last-known place of  
9 residence; ~~or~~ or -

10 (iii) Delivered by electronic means.

11 (3) Notice, knowledge, or a notice or notification received by an  
12 organization is effective for a particular transaction from the time it  
13 is brought to the attention of the individual conducting that  
14 transaction, and in any event from the time it would have been brought to  
15 such individual's his attention if the organization had exercised  
16 reasonable diligence.

17 (4) For purposes of this section, delivered by electronic means  
18 includes:

19 (a) Delivery to an electronic mail address at which a tenant or  
20 landlord has consented to receive notices or documents; and

21 (b) Posting on an electronic network or site accessible via the  
22 Internet, mobile application, computer, mobile device, tablet, or any  
23 other electronic device, together with separate notice of the posting,  
24 which shall be provided by electronic mail to the address at which the  
25 tenant or landlord has consented to receive notices or documents or by  
26 any other delivery method that has been consented to by the tenant or  
27 landlord.

28 (5) Subject to the requirements of this section, any notice to a  
29 tenant or landlord or any other document required under applicable law  
30 regarding a rental agreement or that is to serve as evidence of action  
31 regarding a rental agreement may be delivered, stored, and presented by

1 electronic means so long as it meets the requirements of the Uniform  
2 Electronic Transactions Act.

3 (6) Delivery of a notice or document by electronic means in  
4 accordance with this section shall be considered equivalent to any  
5 delivery method required under applicable law, including delivery by  
6 first-class mail, registered mail, certified mail, certificate of  
7 mailing, or a commercial mail delivery service. In any instance in which  
8 proof of receipt is required for a mailing, the electronic delivery  
9 method used shall provide for verification or acknowledgment of receipt.

10 (7) A notice or document may be delivered by electronic means by a  
11 landlord to a tenant under this section if:

12 (a) The tenant has affirmatively consented to such method of  
13 delivery and has not withdrawn the consent;

14 (b) The tenant, before giving consent, is provided with a clear and  
15 conspicuous statement informing the tenant of:

16 (i) The right of the tenant to withdraw consent to have a notice or  
17 document delivered by electronic means at any time;

18 (ii) Any conditions or consequences imposed in the event consent is  
19 withdrawn;

20 (iii) The transactions and types of notices and documents to which  
21 the tenant's consent would apply;

22 (iv) The right of a tenant to have a notice or document delivered in  
23 paper form by mail and the means, after consent is given, by which a  
24 tenant may obtain a paper copy of a notice or document delivered by  
25 electronic means; and

26 (v) The procedure a tenant shall follow to withdraw consent to have  
27 a notice or document delivered by electronic means or to update the  
28 tenant's electronic mail address;

29 (c) The tenant:

30 (i) Before giving consent, is provided with a statement of the  
31 hardware and software requirements for access to and retention of a

1 notice or document delivered by electronic means; and

2 (ii) Consents electronically, or confirms consent electronically, in  
3 a manner that reasonably demonstrates that the tenant can access  
4 information in the electronic form that will be used for notices or  
5 documents delivered by electronic means as to which the tenant has given  
6 consent; and

7 (d) After the tenant consents, if there is a change in the hardware  
8 or software requirements needed to access or retain a notice or document  
9 delivered by electronic means and such change creates a material risk  
10 that the tenant will not be able to access or retain a subsequent notice  
11 or document to which the consent applies, the landlord:

12 (i) Provides the tenant with a statement that describes:

13 (A) The revised hardware and software requirements for access to and  
14 retention of a notice or document delivered by electronic means; and

15 (B) The right of the tenant to withdraw consent without the  
16 imposition of any condition or consequence that was not disclosed at the  
17 time of initial consent; and

18 (ii) Complies with subdivision (7)(b) of this section.

19 (8) A notice or document may be delivered by electronic means by a  
20 tenant to a landlord under this section if the landlord has consented to  
21 delivery by electronic means with respect to such tenant.

22 (9) A landlord shall not, as part of a rental agreement or as a  
23 condition of entering into or renewing a rental agreement, require a  
24 tenant to accept delivery by electronic means.

25 (10) This section does not affect any requirement related to the  
26 content or timing of any notice or document required under applicable  
27 law.

28 (11)(a) If any provision of the Uniform Residential Landlord and  
29 Tenant Act or any other applicable law requiring a notice or document to  
30 be provided to a tenant or landlord expressly requires verification or  
31 acknowledgment of receipt of the notice or document, the notice or

1 document may be delivered by electronic means only if the method used  
2 provides for verification or acknowledgment of receipt.

3 (b)(i) For a notice or document sent by a landlord to a tenant, if  
4 verification or acknowledgment of receipt is not obtained, the notice or  
5 document shall be sent to the tenant by mail as prescribed by the Uniform  
6 Residential Landlord and Tenant Act. If two or more electronic  
7 communications to the tenant are returned as undeliverable during a  
8 thirty-day period, all future communications shall be sent to the tenant  
9 by first-class or other mail as prescribed by law unless and until the  
10 tenant consents electronically, or confirms electronically, in a manner  
11 that reasonably demonstrates that the tenant can access information in  
12 the electronic form that will be used for notices or documents delivered  
13 by electronic means as to which the tenant has given consent.

14 (ii) For a notice or document sent by a tenant to a landlord, if  
15 verification or acknowledgment of receipt is not obtained, the tenant  
16 shall send the notice or document by any other means prescribed by law.

17 (12) A withdrawal of consent by a tenant or landlord does not affect  
18 the legal effectiveness, validity, or enforceability of a notice or  
19 document delivered by electronic means to the tenant or landlord before  
20 the withdrawal of consent is effective. A withdrawal of consent by a  
21 tenant or landlord is effective within a reasonable period of time after  
22 receipt of the withdrawal by the other party. Failure by a landlord to  
23 comply with subdivision (7)(d) of this section may be treated, at the  
24 election of the tenant, as a withdrawal of consent for purposes of this  
25 section.

26 (13) The changes made to this section by this legislative bill do  
27 not apply to a notice or document delivered by electronic means before  
28 the effective date of this act to a tenant or landlord who, before such  
29 date, consented to receive notices or documents by electronic means.

30 (14) If the consent of a tenant to receive certain notices or  
31 documents by delivery by electronic means is on file with a landlord



1 before the effective date of this act, and pursuant to this section a  
2 landlord intends to deliver by electronic means additional notices or  
3 documents to such tenant, then prior to delivering such additional  
4 notices or documents by electronic means, the landlord shall provide the  
5 tenant with a statement that describes:

6 (a) The notices or documents that will be delivered by electronic  
7 means that were not previously delivered electronically; and

8 (b) The tenant's right to withdraw consent to have notices or  
9 documents delivered by electronic means without the imposition of any  
10 condition or consequence that was not disclosed at the time of initial  
11 consent.

12 (15) A landlord or tenant shall deliver a notice or document by any  
13 other delivery method permitted by law other than electronic means if:

14 (a) The landlord or tenant attempts to deliver the notice or  
15 document by electronic means and has a reasonable basis for believing  
16 that the notice or document has not been received by the other party; or

17 (b) The landlord or tenant becomes aware that the electronic mail  
18 address provided by the other party is no longer valid.

19 (16) This section shall not be construed to modify, limit, or  
20 supersede the federal Electronic Signatures in Global and National  
21 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
22 2025.

23 **Sec. 3.** Section 76-1450, Reissue Revised Statutes of Nebraska, is  
24 amended to read:

25 76-1450 Sections 76-1450 to 76-14,111 and section 5 of this act  
26 shall be known and may be cited as the Mobile Home Landlord and Tenant  
27 Act.

28 **Sec. 4.** Section 76-1457, Reissue Revised Statutes of Nebraska, is  
29 amended to read:

30 76-1457 As used in the Mobile Home Landlord and Tenant Act, unless  
31 the context otherwise requires, the definitions found in sections 76-1458

1 to 76-1471 and section 5 of this act shall apply.

2 **Sec. 5.** Writing or written, when used in reference to a notice or  
3 document to be provided by or to a landlord or tenant, includes a notice  
4 or document provided by electronic means in accordance with section  
5 76-1474.

6 **Sec. 6.** Section 76-1474, Reissue Revised Statutes of Nebraska, is  
7 amended to read:

8 76-1474 (1) A person shall be deemed to have notice of a fact if the  
9 person:

10 (a) Has ~~has~~ actual knowledge of it; τ

11 (b) Has ~~has~~ received a notice or notification of it; τ or

12 (c) From ~~from~~ all facts and circumstances known to him or her at the  
13 time in question has reason to know that it exists.

14 (2) A person notifies or gives a notice or notification to another  
15 by taking steps reasonably calculated to inform the other whether or not  
16 the other actually comes to know of it. A person receives a notice or  
17 notification when:

18 (a) It ~~it~~ comes to the person's attention; τ

19 (b) In ~~in~~ the case of the landlord, it is:

20 (i) Delivered ~~delivered~~ in hand or mailed by United States mail to  
21 the landlord's place of business at which the rental agreement was made  
22 or at any place held out by the landlord as the place for receipt of a  
23 communication or delivered to any individual who is deemed to be an agent  
24 pursuant to section 76-1480; τ or

25 (ii) Delivered by electronic means; or

26 (c) In ~~in~~ the case of the tenant, it is:

27 (i) Delivered ~~delivered~~ in hand to the tenant;

28 (ii) Mailed ~~or mailed~~ by United States mail to the tenant at the  
29 place held out by the tenant as the place for receipt of a communication  
30 or, in the absence of such designation, to the tenant's last-known place  
31 of residence; or τ

1           (iii) Delivered by electronic means.

2           (3) Notice, knowledge, or a notice or notification received by an  
3 organization shall be effective for a particular transaction from the  
4 time it is brought to the attention of the individual conducting the  
5 transaction and in any event from the time it would have been brought to  
6 the person's attention if the organization had exercised reasonable  
7 diligence.

8           (4) For purposes of this section, delivered by electronic means  
9 includes:

10           (a) Delivery to an electronic mail address at which a tenant or  
11 landlord has consented to receive notices or documents; and

12           (b) Posting on an electronic network or site accessible via the  
13 Internet, mobile application, computer, mobile device, tablet, or any  
14 other electronic device, together with separate notice of the posting,  
15 which shall be provided by electronic mail to the address at which the  
16 tenant or landlord has consented to receive notices or documents or by  
17 any other delivery method that has been consented to by the tenant or  
18 landlord.

19           (5) Subject to the requirements of this section, any notice to a  
20 tenant or landlord or any other document required under applicable law  
21 regarding a rental agreement or that is to serve as evidence of action  
22 regarding a rental agreement may be delivered, stored, and presented by  
23 electronic means so long as it meets the requirements of the Uniform  
24 Electronic Transactions Act.

25           (6) Delivery of a notice or document by electronic means in  
26 accordance with this section shall be considered equivalent to any  
27 delivery method required under applicable law, including delivery by  
28 first-class mail, registered mail, certified mail, certificate of  
29 mailing, or a commercial mail delivery service. In any instance in which  
30 proof of receipt is required for a mailing, the electronic delivery  
31 method used shall provide for verification or acknowledgment of receipt.

1       (7) A notice or document may be delivered by electronic means by a  
2 landlord to a tenant under this section if:

3       (a) The tenant has affirmatively consented to such method of  
4 delivery and has not withdrawn the consent;

5       (b) The tenant, before giving consent, is provided with a clear and  
6 conspicuous statement informing the tenant of:

7       (i) The right of the tenant to withdraw consent to have a notice or  
8 document delivered by electronic means at any time;

9       (ii) Any conditions or consequences imposed in the event consent is  
10 withdrawn;

11       (iii) The transactions and types of notices and documents to which  
12 the tenant's consent would apply;

13       (iv) The right of a tenant to have a notice or document delivered in  
14 paper form by mail and the means, after consent is given, by which a  
15 tenant may obtain a paper copy of a notice or document delivered by  
16 electronic means; and

17       (v) The procedure a tenant shall follow to withdraw consent to have  
18 a notice or document delivered by electronic means or to update the  
19 tenant's electronic mail address;

20       (c) The tenant:

21       (i) Before giving consent, is provided with a statement of the  
22 hardware and software requirements for access to and retention of a  
23 notice or document delivered by electronic means; and

24       (ii) Consents electronically, or confirms consent electronically, in  
25 a manner that reasonably demonstrates that the tenant can access  
26 information in the electronic form that will be used for notices or  
27 documents delivered by electronic means as to which the tenant has given  
28 consent; and

29       (d) After the tenant consents, if there is a change in the hardware  
30 or software requirements needed to access or retain a notice or document  
31 delivered by electronic means and such change creates a material risk

1 that the tenant will not be able to access or retain a subsequent notice  
2 or document to which the consent applies, the landlord:

3 (i) Provides the tenant with a statement that describes:

4 (A) The revised hardware and software requirements for access to and  
5 retention of a notice or document delivered by electronic means; and

6 (B) The right of the tenant to withdraw consent without the  
7 imposition of any condition or consequence that was not disclosed at the  
8 time of initial consent; and

9 (ii) Complies with subdivision (7)(b) of this section.

10 (8) A notice or document may be delivered by electronic means by a  
11 tenant to a landlord under this section if the landlord has consented to  
12 delivery by electronic means with respect to such tenant.

13 (9) A landlord shall not, as part of a rental agreement or as a  
14 condition of entering into or renewing a rental agreement, require a  
15 tenant to accept delivery by electronic means.

16 (10) This section does not affect any requirement related to the  
17 content or timing of any notice or document required under applicable  
18 law.

19 (11)(a) If any provision of the Mobile Home Landlord and Tenant Act  
20 or any other applicable law requiring a notice or document to be provided  
21 to a tenant or landlord expressly requires verification or acknowledgment  
22 of receipt of the notice or document, the notice or document may be  
23 delivered by electronic means only if the method used provides for  
24 verification or acknowledgment of receipt.

25 (b)(i) For a notice or document sent by a landlord to a tenant, if  
26 verification or acknowledgment of receipt is not obtained, the notice or  
27 document shall be sent to the tenant by mail as prescribed by the Mobile  
28 Home Landlord and Tenant Act. If two or more electronic communications to  
29 the tenant are returned as undeliverable during a thirty-day period, all  
30 future communications shall be sent to the tenant by first-class or other  
31 mail as prescribed by law unless and until the tenant consents

1 electronically, or confirms electronically, in a manner that reasonably  
2 demonstrates that the tenant can access information in the electronic  
3 form that will be used for notices or documents delivered by electronic  
4 means as to which the tenant has given consent.

5 (ii) For a notice or document sent by a tenant to a landlord, if  
6 verification or acknowledgment of receipt is not obtained, the tenant  
7 shall send the notice or document by any other means prescribed by law.

8 (12) A withdrawal of consent by a tenant or landlord does not affect  
9 the legal effectiveness, validity, or enforceability of a notice or  
10 document delivered by electronic means to the tenant or landlord before  
11 the withdrawal of consent is effective. A withdrawal of consent by a  
12 tenant or landlord is effective within a reasonable period of time after  
13 receipt of the withdrawal by the other party. Failure by a landlord to  
14 comply with subdivision (7)(d) of this section may be treated, at the  
15 election of the tenant, as a withdrawal of consent for purposes of this  
16 section.

17 (13) The changes made to this section by this legislative bill do  
18 not apply to a notice or document delivered by electronic means before  
19 the effective date of this act to a tenant or landlord who, before such  
20 date, consented to receive notices or documents by electronic means.

21 (14) If the consent of a tenant to receive certain notices or  
22 documents by delivery by electronic means is on file with a landlord  
23 before the effective date of this act, and pursuant to this section a  
24 landlord intends to deliver by electronic means additional notices or  
25 documents to such tenant, then prior to delivering such additional  
26 notices or documents by electronic means, the landlord shall provide the  
27 tenant with a statement that describes:

28 (a) The notices or documents that will be delivered by electronic  
29 means that were not previously delivered electronically; and

30 (b) The tenant's right to withdraw consent to have notices or  
31 documents delivered by electronic means without the imposition of any

1 condition or consequence that was not disclosed at the time of initial  
2 consent.

3 (15) A landlord or tenant shall deliver a notice or document by any  
4 other delivery method permitted by law other than electronic means if:

5 (a) The landlord or tenant attempts to deliver the notice or  
6 document by electronic means and has a reasonable basis for believing  
7 that the notice or document has not been received by the other party; or

8 (b) The landlord or tenant becomes aware that the electronic mail  
9 address provided by the other party is no longer valid.

10 (16) This section shall not be construed to modify, limit, or  
11 supersede the federal Electronic Signatures in Global and National  
12 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
13 2025.

14 **Sec. 7.** Original sections 76-1413, 76-1450, 76-1457, and 76-1474,  
15 Reissue Revised Statutes of Nebraska, and section 76-1410, Revised  
16 Statutes Cumulative Supplement, 2024, are repealed.