

February 6, 1991 LB 36

can be considered abandoned property and disposed of by the landlord. Could that phrase or clause be inserted in a standard lease form that you might have with me or I with you to cover that situation?

SENATOR KRISTENSEN: Would your...(interruption)

SENATOR L. JOHNSON: Protect the landlord.

SENATOR KRISTENSEN: Would your intent there be to replace LB 36 so you wouldn't need it?

SENATOR L. JOHNSON: No.

SENATOR KRISTENSEN: Or would your intent be to get around LB 36?

SENATOR L. JOHNSON: That's right.

SENATOR KRISTENSEN: There we go, okay. That's a very interesting question as to whether you can waive your rights under the Landlord-Tenant Act and there are certain things that have been construed in Nebraska that you can't waive. In other words, you can't waive the habitability. Landlord-tenant law says the landlord will provide heat in the winter. Well, the landlord can't have a contract that says that I hereby waive all the elements of habitability so I don't have to give you heat, and in return, I'll give you a break on rent. Those things have been found to be overreaching, what we call adhesion contracts. I think that this might be similar. I don't think that you can necessarily waive those rights. I'm sure there are going to be people who are going to try. It would be my intent that these would be one of the rights that you shouldn't be able to waive.

SENATOR L. JOHNSON: Thank you.

SPEAKER BAACK: Thank you, Senator Johnson. Is there anyone else who wishes to speak on this bill? Seeing none, Senator Kristensen, do you wish to close?

SENATOR KRISTENSEN: Yes. Thank you, Senator Baack. In closing I think that you've got a real good discussion this morning about the various rights and the balances that occur between landlords and tenants. There are people like Senator Schimek who is very concerned about the tenant and whether they get