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SENATOR CUDABACK: Do you yield, Senator Brashear?

SENATOR BRASHEAR: Yes, Mr. President.

SENATOR CHAMBERS: Senator Brashear, if you will look in line 5, and, by the way, I'm not going to engage you in a long discussion based on the approach that I'm taking, but this is something that I think needs to be established, it says that among the other things that can be done with this property is that it can be kept. Is that true?

SENATOR BRASHEAR: Yes, Senator Chambers.

SENATOR CHAMBERS: Is there anything in the law that explicitly says, if the landlord decides to keep it, that kept property is a setoff against anything else that is owed?

SENATOR BRASHEAR: I don't think so. Not to my knowledge, although I think that legal principle might well apply, Senator Chambers, if there were a suit for the deficient...for the rental deficiency.

SENATOR CHAMBERS: But what I want to establish is that a landlord, under the existing law, can keep this property without it serving as a setoff, because the only place we have anything said about the value of the property in excess of whatever the amount is, should it be sold at auction and there's an excess, that excess is given over to the tenant and the landlord keeps that. But on this specific point, the landlord can just keep that property if he or she chooses to.

SENATOR BRASHEAR: Yes, Senator Chambers, but if I were representing the tenant and the landlord sought to collect a rental deficiency, I would "cross-claim", counterclaim for the setoff.

SENATOR CHAMBERS: I understand and, Senator Brashear, how much pro bono work do you do for impoverished tenants in a case of that kind? Don't answer. It's a rhetorical question. Let me ask now in a more abstract way. How many lawyers do you think would have the time to handle the numerous cases that might not involve large sums of money that can arise between landlord and