

UNICAMERAL YOUTH LEGISLATURE OF NEBRASKA  
EIGHTEENTH LEGISLATURE  
FIRST SESSION

**LEGISLATIVE BILL 992**

Introduced by: [TBD]  
Read first time June 11, 2018  
Committee: Judiciary

A BILL

FOR AN ACT relating to the Uniform Residential Landlord and Tenant Act; to change provisions relating to landlords' and tenants' rights and duties regarding violent criminal activity upon a premises; to provide for termination and eviction of perpetrators of domestic violence; and to provide for the release of a victim of domestic violence from a lease.

Be it enacted by the people of the State of Nebraska,

Section 1. Section 76-1401, Reissue Revised Statutes of Nebraska, is amended to read:  
76-1401 to 76-1449 shall be known and may be cited as the Uniform Residential  
Landlord and Tenant Act.

Sec. 2. Section 76-1410, Reissue Revised Statutes of Nebraska, is amended to read:  
76-1410 Subject to additional definitions contained in the Uniform Residential  
Landlord and Tenant Act and unless the context otherwise requires:

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

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

(3) Qualified third party means any of the following persons acting in their official capacity:

(a) A law enforcement officer;

(b) A physician, psychologist, physician assistant, nurse, nurse aide or other medical, developmental disability or mental health professional; or

(c) An employee of the Department of Health and Human Services or a person working for an organization that provides services for victims of domestic violence in conjunction with or at the direction of the department.

Sec. 3. Section 76-1431, Revised Statutes Cumulative Supplement, 2016, is amended to read:

76-1431 (1) Except as provided in the Uniform Residential Landlord and Tenant Act, if there is a noncompliance with section 76-1421 materially affecting health and safety or a material noncompliance by the tenant with the rental agreement or any separate agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days, and the

rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within 6 months, the landlord may terminate the rental agreement upon at least 14 days' written notice specifying the breach and the date of termination of the rental agreement.

(2) A landlord may, after 5 days' written notice of termination of the rental agreement and without the right of the tenant to cure the default, file suit and have judgment against any tenant, occupant, member of the tenant's household, guest or other person who is under the tenant's control or who is present upon the premises with the tenant's consent, engages in any violent criminal activity on the premises, the illegal sale of any controlled substance on the premises, or any other activity that threatens the health or safety of other tenants, the landlord or the landlord's employees or agents. Such activity shall include, but not be limited to, any of the following activities of the tenant, occupant, member of the tenant's household, guest or other person who is under the tenant's control or who is present upon the premises with the tenant's consent: (a) Physical assault or the threat of physical assault; (b) illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon; (c) possession of a controlled substance if the tenant knew or should have known of the possession, unless such controlled substance was obtained directly from or pursuant to a medical order issued by a practitioner legally authorized to prescribe while acting in the course of his or her professional practice; or (d) any other activity or threatened activity which would otherwise threaten the health or safety of any person or involving threatened, imminent or actual damage to the property.

(3) A landlord may not take action under subsection ~~Subsection~~ (2) of this section ~~does not apply to a tenant~~ if the violent criminal activity, illegal sale of any controlled substance or other activity that threatens the health or safety of other tenants, the landlord or the landlord's employees or agents, as set forth in subsection (2) of this section, is conducted by a person

on the premises other than the tenant or a household member and the tenant or household member takes at least one of the following measures ~~against the person engaging in such activity~~:

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

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

(c) If the activity is an act of domestic violence of which the tenant or a household member is a victim, the tenant or household member seeks assistance from a qualified third party acting in his or her official capacity and the tenant or household member signs a report and receives a confirmation.

(4)(a) If the reason for termination is an act of domestic violence by a tenant, a landlord may elect to terminate the rental agreement as to such tenant alone. Even if evicted or removed from the rental agreement, such perpetrator shall remain liable for all amounts due under all terms and conditions of the rental agreement.

(b) The landlord may require any remaining tenant or occupant to execute a new rental agreement for the remainder of the term.

(c) The landlord may require any remaining tenant or occupant to agree, in writing, not to allow the tenant who perpetrated the act of domestic violence onto the premises and to promptly report the perpetrator's presence to law enforcement or the landlord. A violation of this agreement may be cause for terminating the rental agreement.

(d) Nothing in this subsection shall prohibit the eviction of remaining tenants or occupants for nonpayment of rent, a lease violation or any other violation of the Uniform Residential Landlord and Tenant Act.

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

(a) Obtained a protective order, restraining order or other similar relief which applies to

the perpetrator of the act of domestic violence; or

(b) Sought assistance from a qualified third party acting in his or her official capacity and the tenant or household member has signed a report and received a confirmation.

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

(a) Provide to the landlord a copy of the order or confirmation described in subsection (1) of this section; and

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

(i) The date on which the tenant wishes the release to be effective. Such date shall be at least 14 days after the date the tenant provides the order for confirmation and written notice and no more than 30 days after such date; and

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

(3) The tenant shall remain liable for rent for the month in which he or she terminated the rental agreement.

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

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

(b) Is not subject to any fee solely because of termination of the rental agreement; and

(c) Is entitled to the return of any rental deposit or prepaid rent, or his or her portion thereof, subject to section 76-1416.

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

Sec. 6. Original sections 76-1401 and 76-1410, Reissue Revised Statutes of Nebraska, and section 76-1431, Revised Statutes Cumulative Supplement, 2016, are repealed.

### Statement of Intent

LB992 prescribes terms under which a lease agreement may be adjusted under certain conditions, including adult abuse, human trafficking and domestic violence.

### Fiscal Note

	FY2018-19		FY2019-20	
	EXPENDITURES	REVENUE	EXPENDITURES	REVENUE
<b>GENERAL FUNDS</b>				
<b>CASH FUNDS</b>				
<b>FEDERAL FUNDS</b>				
<b>OTHER FUNDS</b>				
<b>TOTAL FUNDS</b>				

LB992 would require qualified third parties as defined in the bill to provide a tenant or household member who has been subjected to an act of domestic violence with a report/confirmation document that can be given to a landlord to obtain certain rights such as a release from the rental agreement. Included in the definition of a “qualified third party” are law enforcement officers and employees of the Department of Health and Human Services.

The Department of Health and Human Services indicates the provisions of LB992 will have no fiscal impact on them.

The City of Lincoln indicates the amount of fiscal impact depends on the number of occurrences, but does not give any indication of the potential magnitude of such impact.

The provision of the report and confirmation as provided for under the bill will add to the workload of qualified third parties, but it is expected that any workload impact will be minimal and that the fiscal impact will in turn be minimal to no fiscal impact.