

LEGISLATURE OF NEBRASKA  
ONE HUNDRED FIFTH LEGISLATURE  
SECOND SESSION

**LEGISLATIVE BILL 992**

Introduced by Bolz, 29.

Read first time January 11, 2018

Committee: Judiciary

1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant  
2 Act; to amend sections 76-1401 and 76-1410, Reissue Revised Statutes  
3 of Nebraska, and section 76-1431, Revised Statutes Cumulative  
4 Supplement, 2016; to define terms; to change provisions relating to  
5 landlords' and tenants' rights and duties regarding violent criminal  
6 activity upon a premises; to provide for termination and eviction of  
7 perpetrators of domestic violence; to provide for the release of a  
8 victim of domestic violence from a lease; to harmonize provisions;  
9 and to repeal the original sections.  
10 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-1401, Reissue Revised Statutes of Nebraska, is  
2 amended to read:

3 76-1401 Sections 76-1401 to 76-1449 and sections 4 and 5 of this act  
4 shall be known and may be cited as the Uniform Residential Landlord and  
5 Tenant Act.

6 Sec. 2. Section 76-1410, Reissue Revised Statutes of Nebraska, is  
7 amended to read:

8 76-1410 Subject to additional definitions contained in the Uniform  
9 Residential Landlord and Tenant Act and unless the context otherwise  
10 requires:

11 (1) Act of domestic violence means abuse as defined in section  
12 42-903, sexual assault under sections 28-319 to 28-320.01, domestic  
13 assault under section 28-323, stalking under section 28-311.03, labor or  
14 sex trafficking under section 28-831, and knowing and intentional abuse,  
15 neglect, or exploitation of a vulnerable adult or senior adult under  
16 section 28-386.

17 (2) (1) Action includes recoupment, counterclaim, setoff, suit in  
18 equity, and any other proceeding in which rights are determined,  
19 including an action for possession.

20 (3) (2) Building and housing codes include any law, ordinance, or  
21 governmental regulation concerning fitness for habitation, or the  
22 construction, maintenance, operation, occupancy, use, or appearance of  
23 any premises, or dwelling unit. Minimum housing code shall be limited to  
24 those laws, resolutions, or ordinances or regulations, or portions  
25 thereof, dealing specifically with health and minimum standards of  
26 fitness for habitation.

27 (4) (3) Dwelling unit means a structure or the part of a structure  
28 that is used as a home, residence, or sleeping place by one person who  
29 maintains a household or by two or more persons who maintain a common  
30 household.

31 (5) (4) Good faith means honesty in fact in the conduct of the

1 transaction concerned.

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

4 (7) (5) Landlord means the owner, lessor, or sublessor of the  
5 dwelling unit or the building of which it is a part, and it also means a  
6 manager of the premises who fails to disclose as required by section  
7 76-1417.

8 (8) (6) Organization includes a corporation, government,  
9 governmental subdivision or agency, business trust, estate, trust,  
10 partnership, limited liability company, or association, two or more  
11 persons having a joint or common interest, and any other legal or  
12 commercial entity.

13 (9) (7) Owner means one or more persons, jointly or severally, in  
14 whom is vested (a) all or part of the legal title to property, or (b) all  
15 or part of the beneficial ownership and a right to present use and  
16 enjoyment of the premises; and the term includes a mortgagee in  
17 possession.

18 (10) (8) Person includes an individual, limited liability company,  
19 or organization.

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

22 (a) A law enforcement officer;

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

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

30 (12) (9) Premises means a dwelling unit and the structure of which  
31 it is a part and facilities and appurtenances therein and grounds, areas,

1 and facilities held out for the use of tenants generally or whose use is  
2 promised to the tenant.

3 (13) ~~(10)~~ Rent means all payments to be made to the landlord under  
4 the rental agreement.

5 (14) ~~(11)~~ Rental agreement means all agreements, written or oral,  
6 between a landlord and tenant, and valid rules and regulations adopted  
7 under section 76-1422 embodying the terms and conditions concerning the  
8 use and occupancy of a dwelling unit and premises.

9 (15) ~~(12)~~ Roomer means a person occupying a dwelling unit that lacks  
10 a major bathroom or kitchen facility, in a structure where one or more  
11 major facilities are used in common by occupants of the dwelling units.  
12 Major facility in the case of a bathroom means toilet, or either a bath  
13 or shower, and in the case of a kitchen means refrigerator, stove, or  
14 sink.

15 (16) ~~(13)~~ Single-family residence means a structure maintained and  
16 used as a single dwelling unit. Notwithstanding that a dwelling unit  
17 shares one or more walls with another dwelling unit, it is a single-  
18 family residence if it has direct access to a street or thoroughfare and  
19 shares neither heating facilities, hot water equipment, nor any other  
20 essential facility or service with any other dwelling unit.

21 (17) ~~(14)~~ Tenant means a person entitled under a rental agreement to  
22 occupy a dwelling unit to the exclusion of others.

23 Sec. 3. Section 76-1431, Revised Statutes Cumulative Supplement,  
24 2016, is amended to read:

25 76-1431 (1) Except as provided in the Uniform Residential Landlord  
26 and Tenant Act, if there is a noncompliance with section 76-1421  
27 materially affecting health and safety or a material noncompliance by the  
28 tenant with the rental agreement or any separate agreement, the landlord  
29 may deliver a written notice to the tenant specifying the acts and  
30 omissions constituting the breach and that the rental agreement will  
31 terminate upon a date not less than thirty days after receipt of the

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

11 (2) If rent is unpaid when due and the tenant fails to pay rent  
12 within three days after written notice by the landlord of nonpayment and  
13 his or her intention to terminate the rental agreement if the rent is not  
14 paid within that period of time, the landlord may terminate the rental  
15 agreement.

16 (3) Except as provided in the Uniform Residential Landlord and  
17 Tenant Act, the landlord may recover damages and obtain injunctive relief  
18 for any noncompliance by the tenant with the rental agreement or section  
19 76-1421. If the tenant's noncompliance is willful, the landlord may  
20 recover reasonable attorney's fees.

21 (4) Notwithstanding subsections (1) and (2) of this section or  
22 section 25-21,221, and except as provided in subsection (5) of this  
23 section, a landlord may, after five days' written notice of termination  
24 of the rental agreement and without the right of the tenant to cure the  
25 default, file suit and have judgment against any tenant or occupant for  
26 recovery of possession of the premises if the tenant, occupant, member of  
27 the tenant's household, guest, or other person who is under the tenant's  
28 control or who is present upon the premises with the tenant's consent,  
29 engages in any violent criminal activity on the premises, the illegal  
30 sale of any controlled substance on the premises, or any other activity  
31 that threatens the health or safety of other tenants, the landlord, or

1 the landlord's employees or agents. Such activity shall include, but not  
2 be limited to, any of the following activities of the tenant, occupant,  
3 member of the tenant's household, guest, or other person who is under the  
4 tenant's control or who is present upon the premises with the tenant's  
5 consent: (a) Physical assault or the threat of physical assault; (b)  
6 illegal use of a firearm or other weapon or the threat of illegal use of  
7 a firearm or other weapon; (c) possession of a controlled substance if  
8 the tenant knew or should have known of the possession, unless such  
9 controlled substance was obtained directly from or pursuant to a medical  
10 order issued by a practitioner legally authorized to prescribe while  
11 acting in the course of his or her professional practice; or (d) any  
12 other activity or threatened activity which would otherwise threaten the  
13 health or safety of any person or involving threatened, imminent, or  
14 actual damage to the property.

15 (5) A landlord may not take action under subsection ~~Subsection~~ (4)  
16 of this section ~~does not apply to a tenant~~ if the violent criminal  
17 activity, illegal sale of any controlled substance, or other activity  
18 that threatens the health or safety of other tenants, the landlord, or  
19 the landlord's employees or agents, as set forth in subsection (4) of  
20 this section, is conducted by a person on the premises other than the  
21 tenant or a household member and the tenant or household member takes at  
22 least one of the following measures ~~against the person engaging in such~~  
23 ~~activity~~:

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

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

30 (c) If the activity is an act of domestic violence of which the  
31 tenant or a household member is a victim, the tenant or household member

1 seeks assistance from a qualified third party acting in his or her  
2 official capacity and the tenant or household member signs a report and  
3 receives a confirmation as provided in section 4 of this act.

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

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

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

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

21 Sec. 4. (1) A report signed by a tenant or household member for  
22 purposes of section 76-1431 or section 5 of this act shall consist of a  
23 document signed under penalty of perjury by the tenant or household  
24 member that is in substantially the form provided under subsection (3) of  
25 this section. The report shall state: (a) That the tenant or the  
26 household member notified the qualified third party that he or she was a  
27 victim of an act of domestic violence; (b) the time and date the act  
28 occurred; (c) the location where the act occurred; (d) a brief  
29 description of the act; and (e) the name of the alleged perpetrator of  
30 the act.

31 (2) The qualified third party shall provide the tenant or household

1 member with a confirmation document, which shall consist of a copy of the  
2 report with the name of the alleged perpetrator of the act redacted. The  
3 confirmation document shall be signed by the qualified third party. The  
4 qualified third party shall keep the unredacted report.

5 (3) The report to a qualified third party shall be accomplished by  
6 completion of a document in substantially the following form:

7 STATEMENT OF TENANT OR HOUSEHOLD MEMBER

8 I ..... (name of tenant or household member)  
9 have been subjected to an act of domestic violence as defined in section  
10 76-1410.

11 Briefly describe the act of domestic violence: .....

12 The incident that is the subject of this declaration occurred on the  
13 following date(s) and time(s) and at the following  
14 location(s): .....

15 The incident that is the subject of this declaration was committed  
16 by the following person(s): .....

17 I declare under penalty of perjury that the foregoing is true and  
18 correct. Dated at ..... (city) ..., Nebraska, this ..... day  
19 of ....., 20.... Signature of Tenant or Household Member.

20 CONFIRMATION OF QUALIFIED THIRD PARTY

21 I verify that the person whose signature appears above was an  
22 alleged victim of an act of domestic violence as defined in section  
23 76-1410 and that such person informed me of the name of the alleged  
24 perpetrator of the act. Dated at ..... (city) ..., Nebraska,  
25 this ..... day of ....., 20.... Signature of qualified  
26 third party of ..... [Organization, agency, clinic, professional service  
27 provider, if applicable].

28 (4) The provision of a confirmation by a tenant or household member  
29 to his or her landlord shall not waive the confidential or privileged  
30 nature of any communication between the tenant or household member and  
31 the qualified third party.

1       (5) A landlord may not disclose any information provided by a tenant  
2 or household member in a confirmation under this section to a third party  
3 unless the disclosure is:

4       (a) Consented to in writing by the tenant or household member;

5       (b) Required for use in an eviction proceeding;

6       (c) Made to a qualified third party; or

7       (d) Required by law.

8       Sec. 5. (1) A tenant who is a victim of an act of domestic violence  
9 or whose household member is a victim of an act of domestic violence may  
10 obtain a release from a rental agreement if the tenant or household  
11 member has:

12       (a) Obtained a protective order, restraining order, or other similar  
13 relief which applies to the perpetrator of the act of domestic violence;  
14 or

15       (b) Sought assistance from a qualified third party acting in his or  
16 her official capacity, and the tenant or household member has signed a  
17 report and received a confirmation as provided in section 4 of this act.

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

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

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

23       (i) The date on which the tenant wishes the release to be effective.  
24 Such date shall be at least fourteen days after the date the tenant  
25 provides the order or confirmation and written notice and no more than  
26 thirty days after such date; and

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

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

31       (4) A tenant and any household member who is released from a rental

1 agreement pursuant to this section:

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

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

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

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

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