

AMENDMENTS TO LB1312

Introduced by Judiciary.

1           1. Strike the original sections and insert the following new  
2 sections:

3           Section 1. Section 76-1410, Revised Statutes Cumulative Supplement,  
4 2022, is amended to read:

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

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

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

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

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

1 (5) Good faith means honesty in fact in the conduct of the  
2 transaction concerned.

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

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

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

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

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

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

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

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

31 (14) Rental agreement means all agreements, written or oral, between

1 a landlord and tenant, and valid rules and regulations adopted under  
2 section 76-1422 embodying the terms and conditions concerning the use and  
3 occupancy of a dwelling unit and premises.

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

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

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

18 (18) Writing or written, when used in reference to a notice or  
19 document to be provided by or to a landlord or tenant, includes a notice  
20 or document provided by electronic means in accordance with section  
21 76-1413.

22 Sec. 2. Section 76-1413, Reissue Revised Statutes of Nebraska, is  
23 amended to read:

24 76-1413 (1) A person has notice of a fact if:

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

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

27 (c) From ~~from~~ all facts and circumstances known to such person ~~him~~  
28 at the time in question, such person ~~he~~ has reason to know that it  
29 exists. A person knows or has knowledge of a fact if such person ~~he~~ has  
30 actual knowledge of it.

31 (2) A person notifies or gives a notice or notification to another

1 by taking steps reasonably calculated to inform the other in ordinary  
2 course whether or not the other actually comes to know of it. A person  
3 receives a notice or notification when:

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

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

6 (i) Delivered ~~delivered~~ at the place of business of the landlord  
7 through which the rental agreement was made or at any place held out by  
8 the landlord ~~him~~ as the place for receipt of the communication; ~~τ~~ or

9 (ii) Delivered by electronic means; or

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

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

12 (ii) Mailed ~~or mailed~~ to the tenant ~~him~~ at the place held out by the  
13 tenant ~~him~~ as the place for receipt of the communication, or in the  
14 absence of such designation, to the tenant's ~~his~~ last-known place of  
15 residence; ~~or τ~~

16 (iii) Delivered by electronic means.

17 (3) Notice, knowledge, ~~τ~~ or a notice or notification received by an  
18 organization is effective for a particular transaction from the time it  
19 is brought to the attention of the individual conducting that  
20 transaction, and in any event from the time it would have been brought to  
21 such individual's ~~his~~ attention if the organization had exercised  
22 reasonable diligence.

23 (4) For purposes of this section, delivered by electronic means  
24 includes:

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

27 (b) Posting on an electronic network or site accessible via the  
28 Internet, mobile application, computer, mobile device, tablet, or any  
29 other electronic device, together with separate notice of the posting,  
30 which shall be provided by electronic mail to the address at which the  
31 tenant or landlord has consented to receive notices or documents or by

1 any other delivery method that has been consented to by the tenant or  
2 landlord.

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

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

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

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

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

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

24 (ii) Any conditions or consequences imposed in the event consent is  
25 withdrawn;

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

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

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

4           (c) The tenant:

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

8           (ii) Consents electronically, or confirms consent electronically, in  
9 a manner that reasonably demonstrates that the tenant can access  
10 information in the electronic form that will be used for notices or  
11 documents delivered by electronic means as to which the tenant has given  
12 consent; and

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

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

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

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

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

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

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

31           (10) This section does not affect any requirement related to the

1 content or timing of any notice or document required under applicable  
2 law.

3 (11)(a) If any provision of the Uniform Residential Landlord and  
4 Tenant Act or any other applicable law requiring a notice or document to  
5 be provided to a tenant or landlord expressly requires verification or  
6 acknowledgment of receipt of the notice or document, the notice or  
7 document may be delivered by electronic means only if the method used  
8 provides for verification or acknowledgment of receipt.

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

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

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

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

5       (14) If the consent of a tenant to receive certain notices or  
6 documents by delivery by electronic means is on file with a landlord  
7 before the effective date of this act, and pursuant to this section a  
8 landlord intends to deliver by electronic means additional notices or  
9 documents to such tenant, then prior to delivering such additional  
10 notices or documents by electronic means, the landlord shall provide the  
11 tenant with a statement that describes:

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

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

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

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

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

25       (16) This section shall not be construed to modify, limit, or  
26 supersede the federal Electronic Signatures in Global and National  
27 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
28 2024.

29       Sec. 3. Section 76-1450, Reissue Revised Statutes of Nebraska, is  
30 amended to read:

31       76-1450 Sections 76-1450 to 76-14,111 and section 5 of this act



1 shall be known and may be cited as the Mobile Home Landlord and Tenant  
2 Act.

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

5 76-1457 As used in the Mobile Home Landlord and Tenant Act, unless  
6 the context otherwise requires, the definitions found in sections 76-1458  
7 to 76-1471 and section 5 of this act shall apply.

8 Sec. 5. Writing or written, when used in reference to a notice or  
9 document to be provided by or to a landlord or tenant, includes a notice  
10 or document provided by electronic means in accordance with section  
11 76-1474.

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

14 76-1474 (1) A person shall be deemed to have notice of a fact if the  
15 person:

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

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

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

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

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

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

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

31 (ii) Delivered by electronic means; or

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

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

3 (ii) Mailed or mailed by United States mail to the tenant at the  
4 place held out by the tenant as the place for receipt of a communication  
5 or, in the absence of such designation, to the tenant's last-known place  
6 of residence; or -

7 (iii) Delivered by electronic means.

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

14 (4) For purposes of this section, delivered by electronic means  
15 includes:

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

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

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

31 (6) Delivery of a notice or document by electronic means in

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

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

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

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

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

15 (ii) Any conditions or consequences imposed in the event consent is  
16 withdrawn;

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

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

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

26 (c) The tenant:

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

30 (ii) Consents electronically, or confirms consent electronically, in  
31 a manner that reasonably demonstrates that the tenant can access

1 information in the electronic form that will be used for notices or  
2 documents delivered by electronic means as to which the tenant has given  
3 consent; and

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

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

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

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

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

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

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

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

25 (11)(a) If any provision of the Mobile Home Landlord and Tenant Act  
26 or any other applicable law requiring a notice or document to be provided  
27 to a tenant or landlord expressly requires verification or acknowledgment  
28 of receipt of the notice or document, the notice or document may be  
29 delivered by electronic means only if the method used provides for  
30 verification or acknowledgment of receipt.

31 (b)(i) For a notice or document sent by a landlord to a tenant, if

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

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

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

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

27 (14) If the consent of a tenant to receive certain notices or  
28 documents by delivery by electronic means is on file with a landlord  
29 before the effective date of this act, and pursuant to this section a  
30 landlord intends to deliver by electronic means additional notices or  
31 documents to such tenant, then prior to delivering such additional

1 notices or documents by electronic means, the landlord shall provide the  
2 tenant with a statement that describes:

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

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

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

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

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

16 (16) This section shall not be construed to modify, limit, or  
17 supersede the federal Electronic Signatures in Global and National  
18 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
19 2024.

20 Sec. 7. Original sections 76-1413, 76-1450, 76-1457, and 76-1474,  
21 Reissue Revised Statutes of Nebraska, and section 76-1410, Revised  
22 Statutes Cumulative Supplement, 2022, are repealed.