

LEGISLATURE OF NEBRASKA  
ONE HUNDRED EIGHTH LEGISLATURE  
FIRST SESSION

**LEGISLATIVE BILL 270**

Introduced by McKinney, 11.

Read first time January 10, 2023

Committee: Judiciary

1 A BILL FOR AN ACT relating to rental property; to amend sections 76-1419  
2 and 76-1435, Reissue Revised Statutes of Nebraska; to provide duties  
3 for cities and villages that have adopted rental registration  
4 ordinances; to change provisions relating to landlord duties and  
5 certain remedies under the Uniform Residential Landlord and Tenant  
6 Act; to harmonize provisions; and to repeal the original sections.  
7 Be it enacted by the people of the State of Nebraska,

1           Section 1.     (1) Any city or village that adopts a rental  
2 registration ordinance and conducts inspections of rental property  
3 pursuant to such ordinance shall notify the residents of the rental  
4 property whenever a municipal code violation is found on the property  
5 pursuant to such an inspection. The residents shall be notified of such  
6 violation at the same time as the property owner.

7           (2) If a city or village plans to condemn rental property for a  
8 municipal code violation found during an inspection described in  
9 subsection (1) of this section, the city or village must first meet with  
10 the residents of the rental property and must have a plan for providing  
11 housing, food, transportation, moving expenses, and legal services for  
12 such residents.

13           Sec. 2. Section 76-1419, Reissue Revised Statutes of Nebraska, is  
14 amended to read:

15           76-1419 (1) The landlord shall:

16           (a) Substantially comply, after written or actual notice, with the  
17 requirements of the applicable minimum housing codes materially affecting  
18 health and safety;

19           (b) Comply with any rental registration ordinances adopted on or  
20 before January 1, 2024, in the city or village in which the dwelling unit  
21 is located;

22           (c) Remove any lead service lines that exist on the premises and  
23 replace such lines with modern service lines;

24           (d) ~~(b)~~ Make all repairs and do whatever is necessary, after written  
25 or actual notice, to put and keep the premises in a fit and habitable  
26 condition;

27           (e) ~~(c)~~ Keep all common areas of the premises in a clean and safe  
28 condition;

29           (f) ~~(d)~~ Maintain in good and safe working order and condition all  
30 electrical, plumbing, sanitary, heating, ventilating, air conditioning,  
31 and other facilities and appliances, including elevators, supplied or

1 required to be supplied by him or her;

2 (g) ~~(e)~~ Provide and maintain appropriate receptacles and  
3 conveniences for the removal of ashes, garbage, rubbish, and other waste  
4 incidental to the occupancy of the dwelling unit and arrange for their  
5 removal from the appropriate receptacle; and

6 (h) ~~(f)~~ Supply running water and reasonable amounts of hot water at  
7 all times and reasonable heat except where the building that includes the  
8 dwelling unit is not required by law to be equipped for that purpose, or  
9 the dwelling unit is so constructed that heat or hot water is generated  
10 by an installation within the exclusive control of the tenant and  
11 supplied by a direct public utility connection.

12 If there exists a minimum housing code applicable to the premises,  
13 the landlord's maximum duty under this section shall be determined by  
14 subdivisions (1)(a), (b), and (c) ~~subdivision (1)(a)~~ of this section. The  
15 obligations imposed by this section are not intended to change existing  
16 tort law in the state.

17 (2) The landlord and tenant of a single-family residence may agree  
18 that the tenant perform the landlord's duties specified in subdivisions  
19 (1)(g) ~~(1)(e)~~ and (1)(h) ~~(1)(f)~~ of this section and also specified  
20 repairs, maintenance tasks, alterations, and remodeling, but only if the  
21 transaction is in writing, for good consideration, entered into in good  
22 faith and not for the purpose of evading the obligations of the landlord.

23 (3) The landlord and tenant of a dwelling unit other than a single-  
24 family residence may agree that the tenant is to perform specified  
25 repairs, maintenance tasks, alterations, or remodeling only if:

26 (a) The agreement of the parties is entered into in good faith and  
27 not for the purpose of evading the obligations of the landlord and is set  
28 forth in a separate writing signed by the parties and supported by  
29 adequate consideration; and

30 (b) The agreement does not diminish or affect the obligation of the  
31 landlord to other tenants in the premises.

1           (4) Notwithstanding any provision of the Uniform Residential  
2 Landlord and Tenant Act, a landlord may employ a tenant to perform the  
3 obligations of the landlord.

4           Sec. 3. Section 76-1435, Reissue Revised Statutes of Nebraska, is  
5 amended to read:

6           76-1435 (1) Subject to subsection (2) of this section, if ~~If~~ the  
7 rental agreement is terminated, the landlord is entitled to possession  
8 and may have a claim for rent and a separate claim for actual damages for  
9 breach of the rental agreement and reasonable attorney's fees as provided  
10 in subsection (3) of section 76-1431.

11           (2) The remedies in this section shall only be available if the  
12 landlord is in compliance with any rental registration ordinances adopted  
13 on or before January 1, 2024, in the city or village in which the  
14 dwelling unit is located, as required in subdivision (1)(b) of section  
15 76-1419.

16           Sec. 4. Original sections 76-1419 and 76-1435, Reissue Revised  
17 Statutes of Nebraska, are repealed.