

## ENGROSSED LEGISLATIVE BILL 185

Introduced by Dover, 19.

A BILL FOR AN ACT relating to landlords and tenants; to amend sections 76-1413, 76-1450, 76-1457, and 76-1474, Reissue Revised Statutes of Nebraska, and section 76-1410, Revised Statutes Cumulative Supplement, 2024; to provide for electronic delivery of notices and documents under the Uniform Residential Landlord and Tenant Act and the Mobile Home Landlord and Tenant Act; to define terms; to harmonize provisions; and to repeal the original sections.

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

**Section 1.** Section 76-1410, Revised Statutes Cumulative Supplement, 2024, 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) Action includes recoupment, counterclaim, setoff, suit in equity, and any other proceeding in which rights are determined, including an action for possession.

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

(4) Dwelling unit means a structure or the part of a structure that is

used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Such person has actual knowledge of it;

(b) Such person has received a notice or notification of it; or

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

(2) A person notifies or gives a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person receives a

notice or notification when:

(a) It comes to such person's attention;

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

(i) Delivered at the place of business of the landlord through which the rental agreement was made or at any place held out by the landlord as the place for receipt of the communication; or

(ii) Delivered by electronic means; or

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

(i) Delivered in hand to the tenant;

(ii) Mailed to the tenant at the place held out by the tenant as the place for receipt of the communication, or in the absence of such designation, to the tenant's last-known place of residence; or

(iii) Delivered by electronic means.

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

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

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

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

(5) Subject to the requirements of this section, any notice to a tenant or landlord or any other document required under applicable law regarding a rental agreement or that is to serve as evidence of action regarding a rental agreement may be delivered, stored, and presented by electronic means so long

as it meets the requirements of the Uniform Electronic Transactions Act.

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

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

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

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

(i) The right of the tenant to withdraw consent to have a notice or document delivered by electronic means at any time without the imposition of any conditions or consequences;

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

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

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

(c) The tenant:

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

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

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

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

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

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

(B) The right of the tenant to withdraw consent without the imposition of any condition or consequence; and

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

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

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

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

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

(b)(i) For a notice or document sent by a landlord to a tenant, if verification or acknowledgment of receipt is not obtained, the notice or document shall be sent to the tenant by mail as prescribed by the Uniform Residential Landlord and Tenant Act. If two or more electronic communications

to the tenant are returned as undeliverable during a thirty-day period, all future communications shall be sent to the tenant by first-class or other mail as prescribed by law unless and until the tenant consents electronically, or confirms electronically, in a manner that reasonably demonstrates that the tenant can access information in the electronic form that will be used for notices or documents delivered by electronic means as to which the tenant has given consent.

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

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

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

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

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

(b) The tenant's right to withdraw consent to have notices or documents

delivered by electronic means without the imposition of any condition or consequence.

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

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

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

(16) This section shall not be construed to modify, limit, or supersede the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1, 2025.

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

76-1450 Sections 76-1450 to 76-14,111 and section 5 of this act shall be known and may be cited as the Mobile Home Landlord and Tenant Act.

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

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

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

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

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

(a) Has actual knowledge of it;

(b) Has received a notice or notification of it; or

(c) From all facts and circumstances known to him or her at the time in



question has reason to know that it exists.

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

(a) It comes to the person's attention;

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

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

(ii) Delivered by electronic means; or

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

(i) Delivered in hand to the tenant;

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

(iii) Delivered by electronic means.

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

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

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

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

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

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

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

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

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

(i) The right of the tenant to withdraw consent to have a notice or document delivered by electronic means at any time without the imposition of any conditions or consequences;

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

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

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

(c) The tenant:

(i) Before giving consent, is provided with a statement of the hardware

and software requirements for access to and retention of a notice or document delivered by electronic means; and

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

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

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

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

(B) The right of the tenant to withdraw consent without the imposition of any condition or consequence; and

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

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

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

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

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

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

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

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

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

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

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

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

(b) The tenant's right to withdraw consent to have notices or documents delivered by electronic means without the imposition of any condition or consequence.

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

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

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

(16) This section shall not be construed to modify, limit, or supersede the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1, 2025.

**Sec. 7.** Original sections 76-1413, 76-1450, 76-1457, and 76-1474, Reissue Revised Statutes of Nebraska, and section 76-1410, Revised Statutes Cumulative Supplement, 2024, are repealed.

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**PRESIDENT OF THE LEGISLATURE**

*THIS IS TO CERTIFY that the within LB 185 was passed by the One Hundred Ninth Legislature of Nebraska at its First Session on the ..... day of ..... 20.....*

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**CLERK OF THE LEGISLATURE**

**Approved:**

..... 20....., ..... o'clock .....M.

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**GOVERNOR**