

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 185

FINAL READING

Introduced by Dover, 19.

Read first time January 13, 2025

Committee: Judiciary

- 1 A BILL FOR AN ACT relating to landlords and tenants; to amend sections
- 2 76-1413, 76-1450, 76-1457, and 76-1474, Reissue Revised Statutes of
- 3 Nebraska, and section 76-1410, Revised Statutes Cumulative
- 4 Supplement, 2024; to provide for electronic delivery of notices and
- 5 documents under the Uniform Residential Landlord and Tenant Act and
- 6 the Mobile Home Landlord and Tenant Act; to define terms; to
- 7 harmonize provisions; and to repeal the original sections.
- 8 Be it enacted by the people of the State of Nebraska,

1 **Section 1.** Section 76-1410, Revised Statutes Cumulative Supplement,
2 2024, is amended to read:

3 76-1410 Subject to additional definitions contained in the Uniform
4 Residential Landlord and Tenant Act and unless the context otherwise
5 requires:

6 (1) Act of domestic violence means abuse as defined in section
7 42-903, sexual assault under sections 28-319 to 28-320.01, domestic
8 assault under section 28-323, stalking under section 28-311.03, labor or
9 sex trafficking under section 28-831, and knowing and intentional abuse,
10 neglect, or exploitation of a vulnerable adult or senior adult under
11 section 28-386.

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

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

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

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

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

30 (7) Landlord means the owner, lessor, or sublessor of the dwelling
31 unit or the building of which it is a part, and it also means a manager

1 of the premises who fails to disclose as required by section 76-1417.

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

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

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

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

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

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

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

29 (15) Roomer means a person occupying a dwelling unit that lacks a
30 major bathroom or kitchen facility, in a structure where one or more
31 major facilities are used in common by occupants of the dwelling units.

1 Major facility in the case of a bathroom means toilet, or either a bath
2 or shower, and in the case of a kitchen means refrigerator, stove, or
3 sink.

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

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

12 (18) Writing or written, when used in reference to a notice or
13 document to be provided by or to a landlord or tenant, includes a notice
14 or document provided by electronic means in accordance with section
15 76-1413.

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

18 76-1413 (1) A person has notice of a fact if:

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

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

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

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

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

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

31 (i) Delivered ~~delivered~~ at the place of business of the landlord

1 through which the rental agreement was made or at any place held out by
2 the landlord him as the place for receipt of the communication; ~~or~~ or

3 (ii) Delivered by electronic means; or

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

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

6 (ii) Mailed or mailed to the tenant him at the place held out by the
7 tenant him as the place for receipt of the communication, or in the
8 absence of such designation, to the tenant's his last-known place of
9 residence; ~~or~~ or

10 (iii) Delivered by electronic means.

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

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

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

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

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

1 electronic means so long as it meets the requirements of the Uniform
2 Electronic Transactions Act.

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

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

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

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

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

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

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

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

28 (c) The tenant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 documents to such tenant, then prior to delivering such additional
2 notices or documents by electronic means, the landlord shall provide the
3 tenant with a statement that describes:

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

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

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 2025.

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

22 76-1450 Sections 76-1450 to 76-14,111 and section 5 of this act
23 shall be known and may be cited as the Mobile Home Landlord and Tenant
24 Act.

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

27 76-1457 As used in the Mobile Home Landlord and Tenant Act, unless
28 the context otherwise requires, the definitions found in sections 76-1458
29 to 76-1471 and section 5 of this act shall apply.

30 **Sec. 5.** Writing or written, when used in reference to a notice or
31 document to be provided by or to a landlord or tenant, includes a notice

1 or document provided by electronic means in accordance with section
2 76-1474.

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

5 76-1474 (1) A person shall be deemed to have notice of a fact if the
6 person:

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

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

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

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

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

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

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

22 (ii) Delivered by electronic means; or

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

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

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

29 (iii) Delivered by electronic means.

30 (3) Notice, knowledge, or a notice or notification received by an
31 organization shall be effective for a particular transaction from the

1 time it is brought to the attention of the individual conducting the
2 transaction and in any event from the time it would have been brought to
3 the person's attention if the organization had exercised reasonable
4 diligence.

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

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

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

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

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

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

31 (a) The tenant has affirmatively consented to such method of

1 delivery and has not withdrawn the consent;

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

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

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

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

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

16 (c) The tenant:

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

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

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

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

31 (A) The revised hardware and software requirements for access to and

1 retention of a notice or document delivered by electronic means; and

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

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

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

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

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

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

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

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

1 verification or acknowledgment of receipt is not obtained, the tenant
2 shall send the notice or document by any other means prescribed by law.

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

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

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

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

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

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

30 (a) The landlord or tenant attempts to deliver the notice or
31 document by electronic means and has a reasonable basis for believing

1 that the notice or document has not been received by the other party; or
2 (b) The landlord or tenant becomes aware that the electronic mail
3 address provided by the other party is no longer valid.

4 (16) This section shall not be construed to modify, limit, or
5 supersede the federal Electronic Signatures in Global and National
6 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,
7 2025.

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