

LEGISLATURE OF NEBRASKA
ONE HUNDRED SIXTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 395

Introduced by Hansen, M., 26.

Read first time January 17, 2019

Committee: Judiciary

1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant
2 Act; to amend section 76-1431, Reissue Revised Statutes of Nebraska;
3 to change provisions relating to power of possession by a landlord
4 as a result of criminal activity on the premises by a tenant; to
5 provide an exception in cases of domestic assault as prescribed; to
6 harmonize provisions; and to repeal the original sections.

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

1 Section 1. Section 76-1431, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 76-1431 (1)(a) ~~(1)~~ Except as provided in the Uniform Residential
4 Landlord and Tenant Act, if there is a noncompliance with section 76-1421
5 materially affecting health and safety or a material noncompliance by the
6 tenant with the rental agreement or any separate agreement, the landlord
7 may deliver a written notice to the tenant specifying the acts and
8 omissions constituting the breach and that the rental agreement will
9 terminate upon a date not less than thirty days after receipt of the
10 notice if the breach is not remedied in fourteen days, and the rental
11 agreement shall terminate as provided in the notice subject to the
12 following. If the breach is remediable by repairs or the payment of
13 damages or otherwise and the tenant adequately remedies the breach prior
14 to the date specified in the notice, the rental agreement will not
15 terminate. If substantially the same act or omission which constituted a
16 prior noncompliance of which notice was given recurs within six months,
17 the landlord may terminate the rental agreement upon at least fourteen
18 days' written notice specifying the breach and the date of termination of
19 the rental agreement.

20 (b) A tenant shall not be in breach or noncompliance under
21 subdivision (1)(a) of this section if the grounds for the breach or
22 noncompliance is the direct result of the tenant being a victim of
23 domestic assault under section 28-323 or other crime committed against
24 him or her by an intimate partner as defined in such section.

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

30 (3) Except as provided in the Uniform Residential Landlord and
31 Tenant Act, the landlord may recover damages and obtain injunctive relief

1 for any noncompliance by the tenant with the rental agreement or section
2 76-1421. If the tenant's noncompliance is willful, the landlord may
3 recover reasonable attorney's fees.

4 (4) Notwithstanding subsections (1) and (2) of this section or
5 section 25-21,221, a landlord may, after five days' written notice of
6 termination of the rental agreement and without the right of the tenant
7 to cure the default, file suit and have judgment against any tenant or
8 occupant for recovery of possession of the premises if the tenant,
9 occupant, member of the tenant's household, guest, or other person who is
10 under the tenant's control or who is present upon the premises with the
11 tenant's consent, engages in any violent criminal activity on the
12 premises, the illegal sale of any controlled substance on the premises,
13 or any other activity that threatens the health or safety of other
14 tenants, the landlord, or the landlord's employees or agents. Such
15 activity shall include, but not be limited to, any of the following
16 activities of the tenant, occupant, member of the tenant's household,
17 guest, or other person who is under the tenant's control or who is
18 present upon the premises with the tenant's consent: (a) Physical assault
19 or the threat of physical assault; (b) illegal use of a firearm or other
20 weapon or the threat of illegal use of a firearm or other weapon; (c)
21 possession of a controlled substance if the tenant knew or should have
22 known of the possession, unless such controlled substance was obtained
23 directly from or pursuant to a medical order issued by a practitioner
24 legally authorized to prescribe while acting in the course of his or her
25 professional practice; or (d) any other activity or threatened activity
26 which would otherwise threaten the health or safety of any person or
27 involving threatened, imminent, or actual damage to the property.

28 (5) Subsection (4) of this section does not apply to a tenant if the
29 violent criminal activity, illegal sale of any controlled substance, or
30 other activity that threatens the health or safety of other tenants, the
31 landlord, or the landlord's employees or agents, as set forth in

1 subsection (4) of this section, is:

2 (a) Conducted ~~conducted~~ by a person on the premises other than the
3 tenant and the tenant takes at least one of the following measures
4 against the person engaging in such activity:

5 (i) (a) The tenant seeks a protective order, restraining order, or
6 other similar relief which would apply to the person conducting such
7 activity; or

8 (ii) (b) The tenant reports such activity to a law enforcement
9 agency in an effort to initiate a criminal action against the person
10 conducting the activity; or -

11 (b) Domestic assault under section 28-323 of which the tenant is the
12 victim.

13 Sec. 2. Original section 76-1431, Reissue Revised Statutes of
14 Nebraska, is repealed.