

AMENDMENTS TO LB385

Introduced by Judiciary.

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

3 Section 1. Section 25-21,220, Reissue Revised Statutes of Nebraska,
4 is amended to read:

5 25-21,220 Proceedings under sections 25-21,219 to 25-21,235 may be
6 had:

7 (1) In all cases against tenants holding over their terms, and a
8 tenant shall be deemed to be holding over his or her term whenever the
9 tenant has failed, neglected, or refused to pay the rent or any part
10 thereof when the rent became due;

11 (2) In all cases when a tenant has threatened the health or safety
12 of other tenants, the landlord, or the landlord's employees or agents,
13 without the right of the tenant to cure the default;

14 (3 2) In all cases of sales of real estate or executions, orders, or
15 other judicial process when the judgment debtor was in possession at the
16 time of the entry of the judgment or decree by virtue of which such sale
17 was made;

18 (4 3) In all cases of sale by executors or administrators or
19 guardians and on partition if any of the parties to the partition were in
20 possession at the commencement of the suit after such sales so made on
21 execution or otherwise have been examined by the proper court and the
22 sales adjudged legal; and

23 (5 4) In all cases when the defendant is a settler or occupier of
24 lands or tenements, without color of title, and to which the complainant
25 has the right of possession.

26 This section shall not be construed as limiting the provisions of
27 sections section 25-21,219 to 25-21,235.

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

3 76-1431 (1) Except as provided in the Uniform Residential Landlord
4 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 (2) If rent is unpaid when due and the tenant fails to pay rent
21 within three days after written notice by the landlord of nonpayment and
22 his or her intention to terminate the rental agreement if the rent is not
23 paid within that period of time, the landlord may terminate the rental
24 agreement.

25 (3) Except as provided in the Uniform Residential Landlord and
26 Tenant Act, the landlord may recover damages and obtain injunctive relief
27 for any noncompliance by the tenant with the rental agreement or section
28 76-1421. If the tenant's noncompliance is willful, the landlord may
29 recover reasonable attorney's fees.

30 (4) Notwithstanding subsections (1) and (2) of this section or
31 section 25-21,221, a landlord may, after three days' written notice of

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

23 (5) Subsection (4) of this section does not apply to a tenant if the
24 drug-related or violent criminal activity threatening the health or
25 safety of other tenants, the landlord, or the landlord's employees or
26 agents, as set forth in subsection (4) of this section, is conducted by a
27 person on the premises other than the tenant and the tenant takes at
28 least one of the following measures against the person engaging in such
29 activity:

30 (a) The tenant seeks a protective order, restraining order, or other
31 similar relief which would apply to the person conducting the activities

1 threatening the health or safety of other tenants, the landlord, or the
2 landlord's employees or agents; or

3 (b) The tenant reports the drug-related or violent criminal activity
4 threatening the health or safety of other tenants, the landlord, or the
5 landlord's employees or agents to a law enforcement agency in an effort
6 to initiate a criminal action against the person conducting the activity.

7 Sec. 3. Section 76-1441, Reissue Revised Statutes of Nebraska, is
8 amended to read:

9 76-1441 (1) The person seeking possession shall file a complaint
10 for restitution with the clerk of the district or county court. The
11 complaint shall contain (a) the facts, with particularity, on which he or
12 she seeks to recover; (b) a reasonably accurate description of the
13 premises; and (c) the requisite compliance with the notice provisions of
14 the Uniform Residential Landlord and Tenant Act. The complaint may notify
15 the tenant that personal property remains on the premises and that it may
16 be disposed of pursuant to section 69-2308. The complaint may also
17 contain other causes of action relating to the tenancy, but such causes
18 of action shall be answered and tried separately, if requested by either
19 party in writing.

20 (2) The person seeking possession pursuant to subsection (4) of
21 section 76-1431 shall include in the complaint the incident or incidents
22 giving rise to the suit for recovery of possession.

23 Sec. 4. Original sections 25-21,220, 76-1431, and 76-1441, Reissue
24 Revised Statutes of Nebraska, are repealed.