

LEGISLATURE OF NEBRASKA  
ONE HUNDRED SEVENTH LEGISLATURE  
FIRST SESSION

**LEGISLATIVE BILL 205**

Introduced by Hunt, 8; Bostar, 29; Cavanaugh, M., 6; Hansen, M., 26;  
McCollister, 20; McKinney, 11; Morfeld, 46; Pansing Brooks,  
28; Wayne, 13.

Read first time January 08, 2021

Committee: Judiciary

- 1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant
- 2 Act; to amend section 76-1431, Revised Statutes Cumulative
- 3 Supplement, 2020; to change provisions relating to unpaid periodic
- 4 rent; and to repeal the original section.
- 5 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 76-1431, Revised Statutes Cumulative Supplement,  
2 2020, is 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 the periodic rent is unpaid when due, or if only a portion of  
21 the periodic rent has been paid when due, a landlord may:

22 (a) After written notice to the tenant, terminate the rental  
23 agreement if the tenant fails to pay periodic rent within seven calendar  
24 days. To be effective, the notice shall include: An accurate statement of  
25 the amount of the unpaid periodic rent; a statement of the landlord's  
26 intention to terminate the rental agreement if periodic rent is not paid  
27 within the seven-calendar-day period; the specific date by which the  
28 periodic rent must be received to avoid termination of the rental  
29 agreement; the location where the periodic rent may be delivered; and a  
30 certification of service by the person serving the notice; or

31 (b) After a grace period of at least three calendar days, assess a

1 daily late fee in an amount based on actual damages sustained as a result  
2 of the tenant's nonpayment of periodic rent, up to one percent per day of  
3 the periodic rent amount due. Late fees charged for actual damages  
4 sustained shall not exceed one hundred dollars in total, or five percent  
5 of the periodic rent in total, whichever is less. Notice of the late fee  
6 policy shall be in writing and included in the rental agreement. All  
7 payments made by the tenant to the landlord shall be applied first to the  
8 periodic rent due and second to the late fee incurred as a result of  
9 unpaid periodic rent. A late fee may not be assessed if the landlord is  
10 in breach of the rental agreement or has terminated the rental agreement.  
11 No other fee may be assessed except as set forth in the Uniform  
12 Residential Landlord and Tenant Act.

13 ~~(2) If rent is unpaid when due and the tenant fails to pay rent~~  
14 ~~within seven calendar days after written notice by the landlord of~~  
15 ~~nonpayment and his or her intention to terminate the rental agreement if~~  
16 ~~the rent is not paid within that period of time, the landlord may~~  
17 ~~terminate the rental agreement.~~

18 (3) Except as provided in the Uniform Residential Landlord and  
19 Tenant Act, the landlord may recover damages and obtain injunctive relief  
20 for any noncompliance by the tenant with the rental agreement or section  
21 76-1421. If the tenant's noncompliance is willful, the landlord may  
22 recover reasonable attorney's fees.

23 (4) Notwithstanding subsections (1) and (2) of this section or  
24 section 25-21,221, a landlord may, after five days' written notice of  
25 termination of the rental agreement and without the right of the tenant  
26 to cure the default, file suit and have judgment against any tenant or  
27 occupant for recovery of possession of the premises if the tenant,  
28 occupant, member of the tenant's household, guest, or other person who is  
29 under the tenant's control or who is present upon the premises with the  
30 tenant's consent, engages in any violent criminal activity on the  
31 premises, the illegal sale of any controlled substance on the premises,

1 or any other activity that threatens the health or safety of other  
2 tenants, the landlord, or the landlord's employees or agents. Such  
3 activity shall include, but not be limited to, any of the following  
4 activities of the tenant, occupant, member of the tenant's household,  
5 guest, or other person who is under the tenant's control or who is  
6 present upon the premises with the tenant's consent: (a) Physical assault  
7 or the threat of physical assault; (b) illegal use of a firearm or other  
8 weapon or the threat of illegal use of a firearm or other weapon; (c)  
9 possession of a controlled substance if the tenant knew or should have  
10 known of the possession, unless such controlled substance was obtained  
11 directly from or pursuant to a medical order issued by a practitioner  
12 legally authorized to prescribe while acting in the course of his or her  
13 professional practice; or (d) any other activity or threatened activity  
14 which would otherwise threaten the health or safety of any person or  
15 involving threatened, imminent, or actual damage to the property.

16 (5) Subsection (4) of this section does not apply to a tenant if the  
17 violent criminal activity, illegal sale of any controlled substance, or  
18 other activity that threatens the health or safety of other tenants, the  
19 landlord, or the landlord's employees or agents, as set forth in  
20 subsection (4) of this section, is conducted by a person on the premises  
21 other than the tenant and the tenant takes at least one of the following  
22 measures against the person engaging in such activity:

23 (a) The tenant seeks a protective order, restraining order, or other  
24 similar relief which would apply to the person conducting such activity;  
25 or

26 (b) The tenant reports such activity to a law enforcement agency in  
27 an effort to initiate a criminal action against the person conducting the  
28 activity.

29 Sec. 2. Original section 76-1431, Revised Statutes Cumulative  
30 Supplement, 2020, is repealed.