

LEGISLATURE OF NEBRASKA  
ONE HUNDRED NINTH LEGISLATURE  
FIRST SESSION

**LEGISLATIVE BILL 506**

Introduced by Hunt, 8.

Read first time January 21, 2025

Committee: Judiciary

1 A BILL FOR AN ACT relating to landlords and tenants; to adopt the

2 Landlord and Tenant Radon Awareness Act.

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

1           **Section 1.** Sections 1 to 5 of this act shall be known and may be  
2 cited as the Landlord and Tenant Radon Awareness Act.

3           **Sec. 2.** For purposes of the Landlord and Tenant Radon Awareness  
4 Act:

5           (1) Dwelling unit means a structure or the part of a structure that  
6 is used as a home, residence, or sleeping place by one person who  
7 maintains a household or by two or more persons who maintain a common  
8 household;

9           (2) Lease means an oral or written agreement under which a lessor  
10 allows a tenant to use a dwelling unit for a specified rent and period of  
11 time;

12           (3) Lessor means any person or entity that leases a dwelling unit to  
13 a tenant. The term includes, but is not limited to, an individual,  
14 company, corporation, firm, group, association, partnership, joint  
15 venture, trust, government agency, or subdivision thereof;

16           (4) Mitigation means measures designed to permanently reduce indoor  
17 radon concentrations;

18           (5) Radon means a gaseous radioactive decay product of uranium or  
19 thorium;

20           (6) Radon hazard means exposure to indoor radon concentrations at or  
21 in excess of four picocuries per liter of air;

22           (7) Radon measurement specialist means an individual licensed as a  
23 radon measurement specialist under the Radiation Control Act;

24           (8) Radon mitigation specialist means an individual licensed as a  
25 radon mitigation specialist under the Radiation Control Act; and

26           (9) Tenant means a person who has entered into an oral or written  
27 lease with a lessor to lease a dwelling unit.

28           **Sec. 3.** (1) At the time of a prospective tenant's application to  
29 lease a dwelling unit and at any time during the leasing period if  
30 requested by the tenant, the lessor shall provide the prospective tenant  
31 or tenant of a dwelling unit with:

1       (a) Copies of any records or reports pertaining to radon  
2 concentrations within the dwelling unit that indicate a radon hazard to  
3 the tenant; and

4       (b) The disclosure form described in subsection (4) of this section.

5       (2) A tenant may conduct his or her own radon test of the dwelling  
6 unit at any time during the leasing period. The tenant shall provide the  
7 lessor with copies of the results, including any records or reports  
8 pertaining to radon concentrations, within ten days after receiving the  
9 results. If the tenant's radon test indicates a radon hazard, the lessor  
10 may hire a radon measurement specialist to perform an additional test  
11 within thirty days after receipt of the tenant's radon test results. The  
12 results of a measurement by a radon measurement specialist may be used by  
13 the lessor to disprove the presence of a radon hazard. Test results are  
14 valid for a period of two years from the date of testing unless any  
15 renovations, additions, or modifications are made to the building. If the  
16 lessor declines to dispute the results of the tenant's radon test showing  
17 a radon hazard or elects not to mitigate the radon hazard, the tenant  
18 may:

19       (a) If within the first ninety days of the lease agreement,  
20 terminate the lease without penalty or loss of security deposit; or

21       (b) At any time during the leasing period, hire a radon mitigation  
22 specialist to perform radon mitigation activities at the tenant's own  
23 expense. With express consent from the lessor, the cost of such  
24 activities may be deducted from the cost of the tenant's rent in equal  
25 parts for the remainder of the leasing period.

26       (3) If a lessor fails to provide the prospective tenant or tenant  
27 with the documents required in subsection (1) of this section, then the  
28 tenant may, after having his or her own radon test conducted which shows  
29 a radon hazard in the dwelling unit, terminate the lease without penalty  
30 or loss of security deposit. The tenant shall provide the lessor with  
31 copies of the results of the test, including any records or reports

1 pertaining to radon concentrations, within ten days after receiving the  
2 results of the test.

3 (4) The following disclosure form shall be provided to each tenant  
4 of a dwelling unit in accordance with subsection (1) of this section:

5 DISCLOSURE OF INFORMATION ON RADON HAZARDS TO TENANTS

6 Each tenant in this dwelling unit is notified that the property may  
7 present exposure to levels of indoor radon gas that may place the  
8 occupants at risk of developing radon-induced lung cancer. Radon is the  
9 leading cause of death in private homes and the leading cause of lung  
10 cancer in nonsmokers. The lessor of any dwelling unit is required to  
11 provide each tenant with any information on radon test results of the  
12 dwelling unit that present a radon hazard to the tenant.

13 The State of Nebraska strongly recommends that all rental properties  
14 have a radon test performed and radon hazards mitigated if elevated  
15 levels are found in a dwelling unit. Elevated radon concentrations can  
16 easily be reduced by a radon mitigation specialist.

17 Dwelling Unit Address: .....

18 Lessor's Disclosure (initial each of the following that apply)

19 ..... Lessor has no knowledge of elevated radon concentrations  
20 (or records or reports pertaining to elevated radon concentrations) in  
21 the dwelling unit.

22 ..... Radon concentrations at or above four picocuries per  
23 liter of air are known to be present within the dwelling unit.

24 ..... Lessor has provided the tenant with copies of all  
25 available records and reports, if any, pertaining to radon concentrations  
26 within the dwelling unit.

27 Tenant's Acknowledgment (initial if the following applies)

28 ..... Tenant has received copies of all information listed  
29 above.

30 Certification of Accuracy

31 The following parties have reviewed the information above and each

1 party certifies, to the best of his or her knowledge, that the  
2 information he or she provided is true and accurate.

3 Lessor ..... Date .....

4 Tenant ..... Date .....

5 (5) Nothing in this section is intended to or shall be construed to  
6 imply an obligation of a lessor or tenant to conduct any radon testing  
7 activity or to perform any radon mitigation activity.

8 **Sec. 4.** A lessor of a dwelling unit vacated by a tenant under  
9 section 3 of this act who has received a security deposit from the tenant  
10 to secure the payment of rent or to compensate for damage to the leased  
11 property may not withhold any part of that security deposit as  
12 compensation for radon testing or mitigation activities. However, the  
13 lessor may withhold part of the security deposit if the tenant had a  
14 mitigation system installed without the lessor's consent and the system  
15 was not properly installed by a radon mitigation specialist. An itemized  
16 statement shall be provided to the tenant if any part of the security  
17 deposit is withheld.

18 **Sec. 5.** The Landlord and Tenant Radon Awareness Act applies to  
19 leases entered into on or after the effective date of this act.