

LEGISLATURE OF NEBRASKA
ONE HUNDRED NINTH LEGISLATURE
FIRST SESSION

LEGISLATIVE BILL 587

Introduced by Spivey, 13.

Read first time January 22, 2025

Committee: Judiciary

- 1 A BILL FOR AN ACT relating to the Uniform Residential Landlord and Tenant
- 2 Act; to amend sections 76-1425 and 76-1427, Reissue Revised Statutes
- 3 of Nebraska; to change deadlines for termination of a rental
- 4 agreement due to noncompliance by a landlord; to provide for and
- 5 change tenant remedies relating to a landlord's failure to maintain
- 6 a dwelling unit or essential services; and to repeal the original
- 7 sections.
- 8 Be it enacted by the people of the State of Nebraska,

1 **Section 1.** Section 76-1425, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 76-1425 (1) Except as provided in the Uniform Residential Landlord
4 and Tenant Act, if there is a material noncompliance by the landlord with
5 the rental agreement or a noncompliance with section 76-1419 materially
6 affecting health and safety, the tenant may deliver a written notice to
7 the landlord specifying the acts and omissions constituting the breach
8 and that the rental agreement will terminate upon a date not less than
9 fourteen ~~thirty~~ days after receipt of the notice if the breach is not
10 remedied in seven ~~fourteen~~ days, and the rental agreement shall terminate
11 as provided in the notice subject to the following. If the breach is
12 remediable by repairs or the payment of damages or otherwise and the
13 landlord adequately remedies the breach prior to the date specified in
14 the notice, the rental agreement will not terminate. If substantially the
15 same act or omission which constituted a prior noncompliance of which
16 notice was given recurs within six months, the tenant may terminate the
17 rental agreement upon at least seven ~~fourteen~~ days' written notice
18 specifying the breach and the date of termination of the rental
19 agreement. The tenant may not terminate for a condition caused by the
20 deliberate or negligent act or omission of the tenant, a member of his or
21 her family, or other person on the premises with his or her consent.

22 (2) Except as provided in the Uniform Residential Landlord and
23 Tenant Act, the tenant may recover damages and obtain injunctive relief
24 for any noncompliance by the landlord with the rental agreement or
25 section 76-1419. If the landlord's noncompliance is willful the tenant
26 may recover reasonable attorney's fees. If the landlord's noncompliance
27 is caused by conditions or circumstances beyond his or her control, the
28 tenant may not recover consequential damages, but retains remedies
29 provided in section 76-1427.

30 (3) The remedy provided in subsection (2) of this section is in
31 addition to any right of the tenant arising under subsection (1) of this

1 section.

2 (4) If the rental agreement is terminated, the landlord shall return
3 all prepaid rent and security recoverable by the tenant under section
4 76-1416.

5 **Sec. 2.** Section 76-1427, Reissue Revised Statutes of Nebraska, is
6 amended to read:

7 76-1427 (1) If, contrary to the rental agreement or section 76-1419,
8 the landlord deliberately or negligently fails to supply running water,
9 hot water, or heat, or essential services, or if the landlord fails to
10 remediate a known mold problem or pest infestation, the tenant may give
11 written notice to the landlord specifying the breach and may:

12 (a) Procure reasonable amounts of hot water, running water, heat and
13 essential services during the period of the landlord's noncompliance and
14 deduct their actual and reasonable cost from the rent;

15 (b) Purchase supplies or services to remediate such mold problem or
16 pest infestation during the period of the landlord's noncompliance and
17 deduct their actual and reasonable costs from the rent;

18 (c) (b) Recover damages based upon the diminution in the fair rental
19 value of the dwelling unit; and ~~or~~

20 (d) Recover damages based on diminution in value of the tenant's
21 personal property as a result of deliberate or negligent noncompliance or
22 conduct by the landlord.

23 ~~(2) The (c) Procure reasonable substitute housing during the period~~
24 ~~of the landlord's noncompliance, in which case the tenant is excused from~~
25 ~~paying rent for the period of the landlord's noncompliance.~~

26 ~~(3) In addition to the remedies remedy provided in subsections (1)~~
27 ~~and (2) of this section subdivisions (a) and (c), if the landlord's~~
28 ~~failure to supply is deliberate, the tenant may recover the actual and~~
29 ~~reasonable cost or fair and reasonable value of the substitute housing.~~
30 ~~not in excess of an amount equal to the periodic rent, and in~~

31 (4) In any case brought under this section, the tenant may recover

1 ~~subsection~~ reasonable attorney's fees.

2 ~~(2) If the tenant proceeds under this section, he may not proceed~~
3 ~~under section 76-1425 as to that breach.~~

4 ~~(5) (3)~~ The rights under this section do not arise until the tenant
5 has given written notice to the landlord or if the condition was caused
6 by the deliberate or negligent act or omission of the tenant, a member of
7 the tenant's ~~his~~ family, or other person on the premises with the
8 tenant's ~~his~~ consent. This section is not intended to cover circumstances
9 beyond the landlord's control.

10 **Sec. 3.** Original sections 76-1425 and 76-1427, Reissue Revised
11 Statutes of Nebraska, are repealed.