

AMENDMENTS TO LB175

(Amendments to Standing Committee amendments, AM2504)

Introduced by Dungan, 26.

1           1. Strike amendments 1, 2, and 3 and insert the following new  
2 amendment:

3           1. Strike the original sections and insert the following new  
4 sections:

5           Section 1. Sections 1 to 6 of this act shall be known and may be  
6 cited as the Residential Tenant Clean Slate Act.

7           Sec. 2. For purposes of the Residential Tenant Clean Slate Act:

8           (1) Clean slate relief means the sealing of records under section 5  
9 of this act;

10          (2) Eviction proceeding means an action for:

11          (a) Forcible entry and detainer involving a residential tenancy  
12 under sections 25-21,219 to 25-21,235; or

13          (b) Possession of any premises subject to the Uniform Residential  
14 Landlord and Tenant Act or the Mobile Home Landlord and Tenant Act;

15          (3) Landlord includes a landlord as defined in section 76-1410 and a  
16 landlord as defined in section 76-1462;

17          (4) Residential tenancy means a tenancy, however created, between a  
18 landlord and a tenant for a dwelling unit;

19          (5) Tenant means a current or former occupant of a dwelling unit  
20 pursuant to a residential tenancy;

21          (6) Trial court means the trial court that presided over an eviction  
22 proceeding; and

23          (7) When reference in this section is made to a definition found in  
24 both the Uniform Residential Landlord and Tenant Act and the Mobile Home  
25 Landlord and Tenant Act, the definition relevant to the type of tenant at  
26 issue applies for purposes of the Residential Tenant Clean Slate Act.

1           Sec. 3. If a trial court issues an order dismissing an eviction  
2 proceeding against a tenant, the trial court shall immediately issue an  
3 order under section 5 of this act granting clean slate relief to such  
4 tenant.

5           Sec. 4. (1) A tenant may petition the trial court for clean slate  
6 relief for an eviction proceeding at any time if:

7           (a) The proceeding meets the requirements for clean slate relief  
8 under section 3 of this act, but the record remains public;

9           (b) Following the eviction proceeding, a judgment granting the writ  
10 of restitution against the tenant is reversed or vacated; or

11           (c) Following the eviction proceeding, a writ of restitution is  
12 never executed.

13           (2) The trial court shall grant the petition without further hearing  
14 if the requirements of this section have been met.

15           (3) Upon granting a petition under this section, the court shall  
16 issue an order for clean slate relief under section 5 of this act.

17           (4) An order granting or denying a petition under this section is a  
18 final, appealable order for purposes of section 25-1902.

19           (5) This section applies to all eviction proceedings, without regard  
20 to the date of filing or conclusion of the eviction proceeding, including  
21 those occurring prior to the operative date of this section.

22           Sec. 5. (1) In issuing an order for clean slate relief, the court  
23 shall:

24           (a) Order that all records relating to the eviction proceeding are  
25 not part of the public record and shall not be disseminated; and

26           (b) If the case was transferred from one court to another, send  
27 notice of the order to seal the record to the transferring court.

28           (2) Following entry of a court order granting clean slate relief, a  
29 court shall:

30           (a) Respond to a public inquiry in the manner as if there had not  
31 been an eviction proceeding involving the tenant; and

1       (b) Not disseminate any information regarding such eviction  
2 proceeding.

3       (3)(a) A tenant shall not be questioned with respect to any eviction  
4 proceeding for which the record is sealed under this section:

5       (i) In any application for housing, a lease, employment, bonding,  
6 licensure, or education;

7       (ii) With respect to an application or request for any other right  
8 or privilege;

9       (iii) In any appearance as a witness; or

10       (iv) In any other public inquiry.

11       (b) If an inquiry is made in violation of this subsection, the  
12 tenant may respond as if the eviction proceeding never occurred.

13       (4) In any application for housing, a landlord shall not consider a  
14 tenant's prior eviction if clean slate relief has been granted for such  
15 eviction.

16       (5) No tenant shall be granted clean slate relief more than once.

17       Sec. 6. The State Court Administrator may adopt and promulgate  
18 rules and regulations as necessary to carry out the Residential Tenant  
19 Clean Slate Act.

20       Sec. 7. Section 76-1410, Revised Statutes Cumulative Supplement,  
21 2022, is amended to read:

22       76-1410 Subject to additional definitions contained in the Uniform  
23 Residential Landlord and Tenant Act and unless the context otherwise  
24 requires:

25       (1) Act of domestic violence means abuse as defined in section  
26 42-903, sexual assault under sections 28-319 to 28-320.01, domestic  
27 assault under section 28-323, stalking under section 28-311.03, labor or  
28 sex trafficking under section 28-831, and knowing and intentional abuse,  
29 neglect, or exploitation of a vulnerable adult or senior adult under  
30 section 28-386.

31       (2) Action includes recoupment, counterclaim, setoff, suit in

1 equity, and any other proceeding in which rights are determined,  
2 including an action for possession.

3 (3) Building and housing codes include any law, ordinance, or  
4 governmental regulation concerning fitness for habitation, or the  
5 construction, maintenance, operation, occupancy, use, or appearance of  
6 any premises, or dwelling unit. Minimum housing code shall be limited to  
7 those laws, resolutions, or ordinances or regulations, or portions  
8 thereof, dealing specifically with health and minimum standards of  
9 fitness for habitation.

10 (4) Dwelling unit means a structure or the part of a structure that  
11 is used as a home, residence, or sleeping place by one person who  
12 maintains a household or by two or more persons who maintain a common  
13 household.

14 (5) Good faith means honesty in fact in the conduct of the  
15 transaction concerned.

16 (6) Household member means a child or adult, other than the  
17 perpetrator of an act of domestic violence, who resides with a tenant.

18 (7) Landlord means the owner, lessor, or sublessor of the dwelling  
19 unit or the building of which it is a part, and it also means a manager  
20 of the premises who fails to disclose as required by section 76-1417.

21 (8) Organization includes a corporation, government, governmental  
22 subdivision or agency, business trust, estate, trust, partnership,  
23 limited liability company, or association, two or more persons having a  
24 joint or common interest, and any other legal or commercial entity.

25 (9) Owner means one or more persons, jointly or severally, in whom  
26 is vested (a) all or part of the legal title to property, or (b) all or  
27 part of the beneficial ownership and a right to present use and enjoyment  
28 of the premises; and the term includes a mortgagee in possession.

29 (10) Person includes an individual, limited liability company, or  
30 organization.

31 (11) Qualified third party means an organization that (a) is a

1 nonprofit organization organized under section 501(c)(3) of the Internal  
2 Revenue Code or a federally recognized Indian tribe whose governmental  
3 body is within the borders of Nebraska and (b) has an affiliation  
4 agreement with the Department of Health and Human Services to provide  
5 services to victims of domestic violence and sexual assault under the  
6 Protection from Domestic Abuse Act.

7 (12) Premises means a dwelling unit and the structure of which it is  
8 a part and facilities and appurtenances therein and grounds, areas, and  
9 facilities held out for the use of tenants generally or whose use is  
10 promised to the tenant.

11 (13) Rent means all payments to be made to the landlord under the  
12 rental agreement.

13 (14) Rental agreement means all agreements, written or oral, between  
14 a landlord and tenant, and valid rules and regulations adopted under  
15 section 76-1422 embodying the terms and conditions concerning the use and  
16 occupancy of a dwelling unit and premises.

17 (15) Roomer means a person occupying a dwelling unit that lacks a  
18 major bathroom or kitchen facility, in a structure where one or more  
19 major facilities are used in common by occupants of the dwelling units.  
20 Major facility in the case of a bathroom means toilet, or either a bath  
21 or shower, and in the case of a kitchen means refrigerator, stove, or  
22 sink.

23 (16) Single-family residence means a structure maintained and used  
24 as a single dwelling unit. Notwithstanding that a dwelling unit shares  
25 one or more walls with another dwelling unit, it is a single-family  
26 residence if it has direct access to a street or thoroughfare and shares  
27 neither heating facilities, hot water equipment, nor any other essential  
28 facility or service with any other dwelling unit.

29 (17) Tenant means a person entitled under a rental agreement to  
30 occupy a dwelling unit to the exclusion of others.

31 (18) Writing or written, when used in reference to a notice or

1 document to be provided by or to a landlord or tenant, includes a notice  
2 or document provided by electronic means in accordance with section  
3 76-1413.

4 Sec. 8. Section 76-1413, Reissue Revised Statutes of Nebraska, is  
5 amended to read:

6 76-1413 (1) A person has notice of a fact if:

7 (a) Such person ~~he~~ has actual knowledge of it; ~~τ~~

8 (b) Such person ~~he~~ has received a notice or notification of it; ~~τ~~ or

9 (c) ~~From~~ ~~from~~ all facts and circumstances known to such person ~~him~~  
10 at the time in question, such person ~~he~~ has reason to know that it  
11 exists. A person knows or has knowledge of a fact if such person ~~he~~ has  
12 actual knowledge of it.

13 (2) A person notifies or gives a notice or notification to another  
14 by taking steps reasonably calculated to inform the other in ordinary  
15 course whether or not the other actually comes to know of it. A person  
16 receives a notice or notification when:

17 (a) ~~It~~ ~~it~~ comes to such person's ~~his~~ attention; ~~τ~~

18 (b) ~~In~~ ~~in~~ the case of the landlord, it is:

19 (i) Delivered ~~delivered~~ at the place of business of the landlord  
20 through which the rental agreement was made or at any place held out by  
21 the landlord ~~him~~ as the place for receipt of the communication; ~~τ~~ or

22 (ii) Delivered by electronic means; or

23 (c) ~~In~~ ~~in~~ the case of the tenant, it is:

24 (i) Delivered ~~delivered~~ in hand to the tenant;

25 (ii) Mailed ~~or mailed~~ to the tenant ~~him~~ at the place held out by the  
26 tenant ~~him~~ as the place for receipt of the communication, or in the  
27 absence of such designation, to the tenant's ~~his~~ last-known place of  
28 residence; ~~or~~ ~~τ~~

29 (iii) Delivered by electronic means.

30 (3) Notice, knowledge, ~~τ~~ or a notice or notification received by an  
31 organization is effective for a particular transaction from the time it

1 is brought to the attention of the individual conducting that  
2 transaction, and in any event from the time it would have been brought to  
3 such individual's ~~his~~ attention if the organization had exercised  
4 reasonable diligence.

5 (4) For purposes of this section, delivered by electronic means  
6 includes:

7 (a) Delivery to an electronic mail address at which a tenant or  
8 landlord has consented to receive notices or documents; and

9 (b) Posting on an electronic network or site accessible via the  
10 Internet, mobile application, computer, mobile device, tablet, or any  
11 other electronic device, together with separate notice of the posting,  
12 which shall be provided by electronic mail to the address at which the  
13 tenant or landlord has consented to receive notices or documents or by  
14 any other delivery method that has been consented to by the tenant or  
15 landlord.

16 (5) Subject to the requirements of this section, any notice to a  
17 tenant or landlord or any other document required under applicable law  
18 regarding a rental agreement or that is to serve as evidence of action  
19 regarding a rental agreement may be delivered, stored, and presented by  
20 electronic means so long as it meets the requirements of the Uniform  
21 Electronic Transactions Act.

22 (6) Delivery of a notice or document by electronic means in  
23 accordance with this section shall be considered equivalent to any  
24 delivery method required under applicable law, including delivery by  
25 first-class mail, registered mail, certified mail, certificate of  
26 mailing, or a commercial mail delivery service. In any instance in which  
27 proof of receipt is required for a mailing, the electronic delivery  
28 method used shall provide for verification or acknowledgment of receipt.

29 (7) A notice or document may be delivered by electronic means by a  
30 landlord to a tenant under this section if:

31 (a) The tenant has affirmatively consented to such method of

1 delivery and has not withdrawn the consent;

2 (b) The tenant, before giving consent, is provided with a clear and  
3 conspicuous statement informing the tenant of:

4 (i) The right of the tenant to withdraw consent to have a notice or  
5 document delivered by electronic means at any time;

6 (ii) Any conditions or consequences imposed in the event consent is  
7 withdrawn;

8 (iii) The transactions and types of notices and documents to which  
9 the tenant's consent would apply;

10 (iv) The right of a tenant to have a notice or document delivered in  
11 paper form by mail and the means, after consent is given, by which a  
12 tenant may obtain a paper copy of a notice or document delivered by  
13 electronic means; and

14 (v) The procedure a tenant shall follow to withdraw consent to have  
15 a notice or document delivered by electronic means or to update the  
16 tenant's electronic mail address;

17 (c) The tenant:

18 (i) Before giving consent, is provided with a statement of the  
19 hardware and software requirements for access to and retention of a  
20 notice or document delivered by electronic means; and

21 (ii) Consents electronically, or confirms consent electronically, in  
22 a manner that reasonably demonstrates that the tenant can access  
23 information in the electronic form that will be used for notices or  
24 documents delivered by electronic means as to which the tenant has given  
25 consent; and

26 (d) After the tenant consents, if there is a change in the hardware  
27 or software requirements needed to access or retain a notice or document  
28 delivered by electronic means and such change creates a material risk  
29 that the tenant will not be able to access or retain a subsequent notice  
30 or document to which the consent applies, the landlord:

31 (i) Provides the tenant with a statement that describes:

1       (A) The revised hardware and software requirements for access to and  
2 retention of a notice or document delivered by electronic means; and

3       (B) The right of the tenant to withdraw consent without the  
4 imposition of any condition or consequence that was not disclosed at the  
5 time of initial consent; and

6       (ii) Complies with subdivision (7)(b) of this section.

7       (8) A notice or document may be delivered by electronic means by a  
8 tenant to a landlord under this section if the landlord has consented to  
9 delivery by electronic means with respect to such tenant.

10       (9) A landlord shall not, as part of a rental agreement or as a  
11 condition of entering into or renewing a rental agreement, require a  
12 tenant to accept delivery by electronic means.

13       (10) This section does not affect any requirement related to the  
14 content or timing of any notice or document required under applicable  
15 law.

16       (11)(a) If any provision of the Uniform Residential Landlord and  
17 Tenant Act or any other applicable law requiring a notice or document to  
18 be provided to a tenant or landlord expressly requires verification or  
19 acknowledgment of receipt of the notice or document, the notice or  
20 document may be delivered by electronic means only if the method used  
21 provides for verification or acknowledgment of receipt.

22       (b)(i) For a notice or document sent by a landlord to a tenant, if  
23 verification or acknowledgment of receipt is not obtained, the notice or  
24 document shall be sent to the tenant by mail as prescribed by the Uniform  
25 Residential Landlord and Tenant Act. If two or more electronic  
26 communications to the tenant are returned as undeliverable during a  
27 thirty-day period, all future communications shall be sent to the tenant  
28 by first-class or other mail as prescribed by law unless and until the  
29 tenant consents electronically, or confirms electronically, in a manner  
30 that reasonably demonstrates that the tenant can access information in  
31 the electronic form that will be used for notices or documents delivered

1 by electronic means as to which the tenant has given consent.

2 (ii) For a notice or document sent by a tenant to a landlord, if  
3 verification or acknowledgment of receipt is not obtained, the tenant  
4 shall send the notice or document by any other means prescribed by law.

5 (12) A withdrawal of consent by a tenant or landlord does not affect  
6 the legal effectiveness, validity, or enforceability of a notice or  
7 document delivered by electronic means to the tenant or landlord before  
8 the withdrawal of consent is effective. A withdrawal of consent by a  
9 tenant or landlord is effective within a reasonable period of time after  
10 receipt of the withdrawal by the other party. Failure by a landlord to  
11 comply with subdivision (7)(d) of this section may be treated, at the  
12 election of the tenant, as a withdrawal of consent for purposes of this  
13 section.

14 (13) The changes made to this section by this legislative bill do  
15 not apply to a notice or document delivered by electronic means before  
16 the operative date of this section to a tenant or landlord who, before  
17 such date, consented to receive notices or documents by electronic means.

18 (14) If the consent of a tenant to receive certain notices or  
19 documents by delivery by electronic means is on file with a landlord  
20 before the operative date of this section, and pursuant to this section a  
21 landlord intends to deliver by electronic means additional notices or  
22 documents to such tenant, then prior to delivering such additional  
23 notices or documents by electronic means, the landlord shall provide the  
24 tenant with a statement that describes:

25 (a) The notices or documents that will be delivered by electronic  
26 means that were not previously delivered electronically; and

27 (b) The tenant's right to withdraw consent to have notices or  
28 documents delivered by electronic means without the imposition of any  
29 condition or consequence that was not disclosed at the time of initial  
30 consent.

31 (15) A landlord or tenant shall deliver a notice or document by any

1 other delivery method permitted by law other than electronic means if:

2 (a) The landlord or tenant attempts to deliver the notice or  
3 document by electronic means and has a reasonable basis for believing  
4 that the notice or document has not been received by the other party; or

5 (b) The landlord or tenant becomes aware that the electronic mail  
6 address provided by the other party is no longer valid.

7 (16) This section shall not be construed to modify, limit, or  
8 supersede the federal Electronic Signatures in Global and National  
9 Commerce Act, 15 U.S.C. 7001 et seq., as such act existed on January 1,  
10 2024.

11 Sec. 9. Sections 1, 2, 3, 4, 5, and 6 of this act become operative  
12 on January 1, 2025. The other sections of this act become operative on  
13 their effective date.

14 Sec. 10. Original section 76-1413, Reissue Revised Statutes of  
15 Nebraska, and section 76-1410, Revised Statutes Cumulative Supplement,  
16 2022, are repealed.