

RENTING

A Guide to the Landlord/Tenant Relationship



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Community Action is supported by Lincoln-Lancaster United Way



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Important Numbers

Community Action	471-4515
Fire/Medical/Police	911
Poison V/TDD (Children’s Memorial Hospital – Omaha)	(800) 955-9119
Drug (Drug Crisis Center)	475-5683
Personal (Lincoln Personal Crisis)	475-5171
Mental Health (Lancaster County Mental Health)	441-7940
Lincoln Housing Authority	434-5500
Rape/Spouse Abuse (Voices of Hope - Rape/Spouse Abuse Crisis Center)	476-2110
Child/Adult Abuse (Nebraska Health & Human Services System)	(800) 652-1999
City Codes	441-7785
Legal Aid of Nebraska	(877) 250-2016
Volunteer Lawyers Project	475-7091
Lincoln Commission on Human Rights	441-7624

For those agencies that do not have a TDD, the Nebraska Relay will facilitate communication for (or with) People having speech or hearing disabilities.

Nebraska Relay	TDD (800) 833-7352 Voice (800) 833-0920
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Landlord's Obligations Under A Standard Lease

The majority of the information in this booklet is from the law known as the Nebraska Uniform Residential Landlord and Tenant Act (URTLA). It spells out the rights and responsibilities of both landlords and tenants. Several other states including Nebraska have adopted a URTLA in some form. If moving to another area, one should check to see if that state has adopted this law.

By law, the landlord is compelled to “maintain fit premises” by complying with the minimum housing codes affecting health and safety, making all repairs necessary to keep it clean and safe. The landlord shall:

1. Disclose name and address. At the outset of the tenancy, the landlord (or his legal Designee) must disclose to the tenant the name and address of the manager and owner of the premises (Sect. 76-1418, and Sect. 76-1426).
2. Deliver Possession of the apartment, ready for occupancy by the tenant on the date specified in the lease. If the apartment is not ready for the tenant on the agreed-upon date, the tenant may demand compliance, or may terminate the rental agreement upon Five days written notice to the landlord. In the case of termination, the landlord must return the prepaid rent and security deposit.
3. Substantially comply, after written or actual notice, with the requirements of the minimum housing codes which affect health and safety.
4. Make all repairs necessary, after written or actual notice, to maintain the premises in a fit and habitable condition. This includes responsibility for extermination of pests when the infestation is the result of deficiencies in property repair or maintenance.
5. Keep all common areas of the premises in a safe and clean condition.
6. Maintain electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances supplied or required to be supplied by the landlord.
7. Provide and maintain trashcans in an apartment, or, if in a house, arrange for garbage removal services or as lease designates.
8. Supply running water and reasonable heat, unless the unit has separate utility meters so that the tenant can obtain these services from a utility company for that tenant's specific unit.
9. **Give notice prior to entering the tenant's apartment.** One day's notice is required unless there is an emergency. The landlord may enter the apartment, with notice, for the following reasons: a) to inspect it, b) to make repairs, c) to show it to future tenants, and d) to show it to prospective buyers. In case of an emergency, (fire, broken water pipes, etc.) the landlord may enter without notice.

Tenant's Obligations Under a Standard Lease

The tenant shall:

1. Pay rent on time;
2. Comply with the lease;
3. Comply with all obligations primarily imposed upon tenants by applicable Minimum standards of building and housing codes materially affecting health or safety;
4. Keep that part of the premises that she/he occupies and uses as clean and safe As the condition of the premises permit, and, upon termination of the tenancy, place the dwelling unit in as clean of condition, excepting ordinary wear and tear, as when the tenancy commenced;
5. Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
6. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their Condition permits;
7. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air Conditioning and other facilities and appliances including elevators in the premises;
8. Not deliberately or negligently destroy, deface, impair, or remove any part of the Premises or knowingly allow any person to do so;
9. Conduct him/herself and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of the premises;
10. Abide by all laws, covenants, rules or regulations of any applicable condominium Regime, cooperative housing agreement or neighborhood association not inconsistent with landlord's rights and duties; and
11. Give proper notice before vacating apartment (30 days written notice BEFORE rent is due)

A Deposit to Hold

Often a tenant must place a deposit to “hold” an apartment for a short time until she/he is ready to move in.

If the would-be tenant changes their mind, can they get their money back?

The legal position depends partly upon the reason for the change of mind, and partly on what was said at the time of the oral contract. If the deposit was given in return for a promise to hold the apartment for a specified time and the landlord remained willing and ready in good faith to do so and the tenant simply changed his/her mind, there is not a strong legal position for the tenant unless some sort of substantial misstatement or hidden defect can be shown.

Deposits and Damages

(R. R. S. Neb. 1943, 76-1416(3))

A deposit is a sum of money given to the landlord by the tenant before or when the tenant moves in. Its purpose is to protect the landlord against damages to his/her property. The maximum allowable deposit may not be more than one month’s rent. If a pet is allowed, an additional one-fourth of a month’s rent may be requested. **If the tenant has given proper notice of moving out at the end of the term for occupying the premises, the landlord should return prepaid monies (deposit) within fourteen (14) days of a written request by the tenant to do so. The tenant’s request should include the address where the deposit can be mailed. If there are damages, then the balance of the deposit not needed for repairs should be returned with an itemized list of the repairs needed and their cost, all within fourteen days upon demand of the same.** If there are a number of damages, the deposit will not usually fully reimburse the landlord. The following list is an estimated cost for damages. These estimates are not binding. **When pursuing payment of damages, the landlord needs to prove the cost of repairs through receipts.**

EXAMPLE:

To: _____
From: _____
Date: _____

(I, we) hereby demand that you refund the \$_____ given as a security deposit for the premises (I, we) rented from you at the following address: _____
The deposit is to be refunded to (me, us) within 14 days of the day you receive this notice, along with an itemized statement of any deductions.
You may send this information to the following address: _____.

(Tenant Signature)

(Tenant Signature)

Estimated Costs of Damages (not binding)

1. Carpet shampoo: \$60 - \$90
(for average one-bedroom apartment)
2. Replace Cupboard Handle: \$4.00
3. Replace & Install Sheer Curtains: \$20
4. Replace key: \$3 - \$5
5. Replace Lock: \$20 - \$40
6. Repair Mail Box: \$25
7. Mow lawn: \$25
8. Repair & paint post in carport: \$25
9. Clean Refrigerator: \$20
10. Replace Refrigerator Crisper Cover: \$8
11. Replace Refrigerator ice cube tray: \$5
12. Curtain and Drapery Rods: \$20-50
13. Replace Sillock: \$15
14. Clean Stove: \$15
15. Replace toilet stool and tank: \$85
16. Replace toilet seat: \$10 - \$20
17. Clean bathroom floor and fixtures: \$30
18. Replace medicine cabinet mirror: \$20
18. Replace broken window: \$30 - \$65
19. Replace aluminum storm door: \$125
20. Replace wooden storm door: \$200+
21. Replace interior pre-finished door: \$100
22. Replace interior door & finish to match:\$150
23. Replace exterior door \$ finish to match: \$200
24. Replace screen: \$15
25. Replace complete door jamb: \$200
26. Replace light bulb (per bulb): \$3
27. Replace light fixture: \$25
28. Replace light switch plates (per plate): \$2
29. Painting (each room or hall): \$75-\$100
30. Repair screw & nail holes in drywall: \$10
31. Caulk window for A.C.: \$20
32. Reinstall window for A.C. : \$20
33. Replace window screen & frame: \$25

Inspection Sheet for Moving In and Out

Before moving in, the tenant should ask the landlord if she/he would do a check-off list of damages of her/his property. Two to three people should be present including the owner or someone that she/he has assigned to be in his/her place. The tenant and the landlord should sign and date the check-off list. For an example of the check-off list for moving in and out, see the following page. If it is not possible to go through the checklist procedure, pictures of any damages should be taken and a list of those damages should be sent by certified mail (return receipt requested) to the landlord. This list should then go in a permanent file for future reference. (See a note on documentation.)

When moving out, the tenant should remove all property from the premises, clean and make an appointment for the inspection. **The following items should receive attention: stove and refrigerator (clean underneath, also), cupboards, drawers, shelves, sinks, all bathroom fixtures, windows, floors, walls, woodwork, closets, basements, utility rooms, carpets (shampoo, if necessary).** Any items that were broken or damaged should be repaired and the key should be returned.

Move-In and Out Inspection Sheet

Building: _____ **Apartment:** _____

Date: _____ **Inspector:** _____

Item/Area Inspected	Satisfactory	Unsatisfactory	Comments
1. Entrance Doors & Lobby			
2. Walls, Ceiling & Doors			
3. Windows, Floors, Woodwork			
4. Venetian Blinds or Shades			
5. Hallways and Carpeting			
6. Light Fixtures & Ceiling Fans			
7. Light Bulbs (Replacement)			
8. Stove, Vent, Hood & Fans			
9. Refrigerators			
10. Kitchen Cabinets & Sink			
11. Floor Rugs			
12. Garbage & Trash Chutes			
13. Bathtubs & Showers			
14. Lavatories – Toilets-Basins			
15. Nameplates – Mail box Areas			
16. Garage Areas			
17. Storage Areas			
18. Miscellaneous Items			
19. Building			
20. Downspouts			
21. Entrances			
22. Stairways			
23. Halls			
24. Sidewalks			
25. Lawn			
26. Windows			
27. Parking Lot			
28. Lights			
29. Pool			
30. Clubhouse			
31. Laundry Machines			
32. Laundry Room			
33. Garbage Containers			
34. Other			

The same checklist that was used for moving in should be used for moving out. Tailor it to suit your specific situation.

A Note on Documentation

It cannot be overemphasized how important it is for both parties to a lease agreement to keep accurate records of the entire transaction. Complete records can greatly aid a tenant in his/her dealings with a landlord at the time of moving out and in providing excellent evidence in the case of any legal proceedings such as an eviction on the landlord's part or a demand for deposit money in the tenant's behalf. Adequate record keeping will always save the concerned parties time, trouble, and expense.

1. Keep a copy of the signed and dated lease after all changes and strikes have been properly initialed.
2. Keep the completed inspection sheet for moving in and out signed and dated by the landlord.
3. If no inspection sheet exists, then keep dated pictures of damages and a copy of the list of damages that were sent to the landlord by certified mail. Keep the return receipt.
4. Keep a copy of any notices to the landlord (i. e. Notice of Extended Absence, or Demand for Return of Deposit, etc.).
5. Keep a copy of all correspondence that has taken place between the tenant and landlord.
6. Keep cancelled checks for rent payments and any other type of payments such as deposit or repairs.
7. Put, keep, any subsequent agreements between the landlord and the tenant into writing, signed and dated by each party.
8. Keep accurate notes that reflect conversations either by telephone or in person between the landlord and tenant.

In general, anything that pertains to the landlord-tenant relationship should be reduced to written form, signed and dated, and put into your record file.

Evictions

A landlord may not personally, physically remove or have a tenant removed from the rented premises. This is called the remedy of “self-help” and is not allowed in Nebraska. However, if the tenant is in violation of any of the lease terms, namely, failure to pay rent then there is a specific legal procedure that is outlined as follows:

1. **The landlord must send a letter explaining how the tenant has breached the lease and that the tenant has three days to pay any rent which is due or fourteen days to remedy or “fix” any other condition causing the tenant to be in violation of lease agreement.** Any tenant who receives such a letter should contact an attorney. If the tenant cannot afford an attorney, Legal Services of Southeast Nebraska should be contacted at 1-877-250-2016, Monday through Thursday, 9:00 a.m. till 3:00 p.m. or Friday, 9:00 a.m. till 12:00 p.m., for legal help to those eligible under program guidelines.
2. The tenant needs to be personally or residentially served a summons, accompanied with a copy of the court petition, specifying the court date. Note: The tenant may assert any defenses or counter claims at this proceeding. **The tenant must show up in court or else the landlord will definitely win the case.**
3. **In order for your landlord to evict you from your unit, he must go to court FIRST and go through the eviction process.** Your landlord must get an order from the court allowing him to evict you before he can have you removed from your unit. An officer from the court will come to your unit if the court issues an order putting you out. **If the landlord tries to put you out himself, *CALL THE POLICE!***

Additionally, if a tenant is unlawfully removed from the premises, or the landlord willfully causes the premises to be unsuitable for living in, such as the interruption of essential services, then the tenant may recover an amount equal to three months rent. This is called liquidated damages. **It is always wise to engage an attorney as s/he can protect the tenant against wrongful acts by the landlord such as locking the tenant out of the house, shutting off utilities, and evicting without proper process.** Note that a landlord may not confiscate any of the tenant’s personal belongings as payment for rent.

Eviction for Non-Payment of Rent

If you are behind in the rent, the landlord must give you a three (3) day notice for nonpayment of rent. This is NOT A NOTICE TO GET OUT; it is only a notice that you must pay your rent in full within three (3) days or he will terminate your rent agreement. If you pay the rent in full within three days, it must be accepted and you cannot be evicted for not paying the rent. This notice does not have to be notarized, given to you by the sheriff, or written in any special form. It just has to say you must pay your rent in three days or the landlord will end your rental agreement. If you do not pay your rent within the three (3) day notice period, your landlord may file a suit in court asking that you be evicted.

If your landlord goes to court to evict you, you will receive a Summons from the court telling you that you have been sued and when to appear in court. The summons will also have a date on it called an answer date. You must file a written answer with the court by this date or your landlord will take a default judgment against you for what he feels is the amount of money that you owe him. The answer date will most likely be after the initial court appearance date. If your landlord files suit to evict you, get a lawyer immediately. The first hearing is only to determine if you should be evicted. If you file an answer, there will be a second hearing to determine what, if any, amount of money you owe the landlord. If you do not want your landlord to take a default judgment against you, you must file a written answer with the court on or before the answer date shown in the summons. Many county courts have answer and general denial forms that you can use.

If you cannot afford a lawyer, call Legal Aid. If you lose in court, the judge will order you to move. If you do not move, the Sheriff will come out and evict you within ten (10) days of the day your court hearing is held. You are not guaranteed the full ten (10) days before the sheriff comes to evict you; he may come out the very next day or he may wait the full ten (10) days. It is up to the sheriff and the judge. Usually you will have three (3) or five (5) days before the sheriff comes. **But remember - if you offer to pay your rent any time before you go to court and if your landlord accepts the rent in any amount, he cannot continue with the eviction. Be sure to keep the receipt. If the rent is accepted, but the landlord is still trying to evict you, get a lawyer or call Legal Aid.**

What to Expect in Small Claims Court

The small claims court provides a method of settling legal disputes which involve \$2,700 or less. Court procedure is informal and lawyers are not used. The person making the claim is known as the plaintiff and the other party is known as the defendant. A typical small claims case involves disputes over apartment rental deposits.

Every county court in Nebraska has a division known as a small claims court. The defendant must live in or do business in the county where the claim is filed. The filing fee is modest.

A complaint is filed and signed by the plaintiff in the County Clerk's office. Notice will be given to the defendant.

The responsibility of proving the case is on the plaintiff. The plaintiff should always bring a copy of the lease as well as all receipts and canceled checks for rents and deposits and anything else in writing pertaining to the case. A party may also bring photographs and witnesses.

Note: What is "evidence" and what is not? Evidence is offered to prove the existence or non-existence of a fact. This may be done through the use of witnesses, records, documents, exhibits, and concrete objects. A case should not be presented through the use of opinions, thoughts or feelings.

The parties will go into court at an appointed time with all evidence and witnesses. The plaintiff presents his/her side first, then, the defendant presents the other side. It would be best to write out a presentation in advance and keep it short.

A party may consult with a lawyer prior to the hearing, but a lawyer may not represent anyone at the small claims court hearing.

Specific Problems and Form Notices from Legal Services of Southeast Nebraska

NOTICE OF INTENT TO MOVE

(R.R.S. Neb. 1043, 76-1437(2))

A tenant who rents from month-to-month and is planning to move, must give the landlord a written notice at least **30 days BEFORE THE RENT IS DUE**. Otherwise, the tenant can be held responsible for rent for the month after the tenant moves. Example: **If the rent is supposed to be paid on the 15th of each month, notice must be given before the 15th that the tenant will move the 15th of the next month.**

If a tenant rents for a specific term (e.g., 6 months, 9 months or a year), notice should be given at least 30 days before the last day of the lease that the tenant will not stay beyond the end of the term. The tenant should read the lease carefully for any particular notice requirements. If it is not possible to give the proper amount of notice, the tenant should give notice as early as possible so the landlord can start looking for a new tenant for the remainder of the lease term or to cover the new term which has automatically risen due to failure to give notice. The landlord does have a duty to try to find another tenant in order to mitigate his/her damages. However, if one is not found, then the landlord has the option of suing the tenant for the rent covering the balance of the lease term. A landlord and tenant may work together to find a tenant as it is advantageous for both that one be found. The landlord can charge for advertising.

It is not required by law or ordinance to place a rental agreement in writing, if that agreement is for one year or less. Since there is not proof of a rental relationship, it is generally assumed that the rental period is from month to month. If a landlord will not write up a lease, it is suggested the tenant send the landlord a letter outlining the rental relationship. The tenant should keep a copy of this letter.

EXAMPLE:

To: _____
From: _____
Date: _____

This is to notify you that on _____ (date) (I, we) will vacate the premises we rent from you at _____ (address).

(Tenant Signature)

(Tenant Signature)

RENT INCREASE

A landlord may raise the rent of a tenant who rents from month-to-month by giving notice in writing 30 days before the rent is due. For example, if he/she wants to raise the rent beginning May 1st, he/she must give the tenant written notice by April 1st.

EXTENDED ABSENCE

(R. R. S. Neb. 1943, 76-1432)

If a tenant is going to be away for 7 days or more, the tenant must notify the landlord (no later than the first day of the tenant's absence) that the tenant will be absent for an extended period (see Form 3). If the tenant fails to notify the landlord, the landlord may enter the rental property after 7 days, and may consider it to have been abandoned after 30 days.

EXAMPLE:

To: _____
From: _____
Date: _____

This is to notify you that (I, we) will be absent from the place (I, we) rent from you at

Street City, State

From _____ until _____
(Date) (Date)

(Tenant Signature) (Tenant Signature)

FAILURE TO DELIVER POSSESSION

(R.R.S. Neb. 1943, 76-1426)

If a tenant agrees to rent a place and the landlord fails to deliver possession in accordance with the agreement and in compliance with the minimum housing code, the tenant may either:
1) terminate the lease, or 2) demand performance and, if the tenant chooses, bring legal action to remove whoever is living in the place.

EXAMPLE:

To: _____
From: _____
Date: _____

Because you have failed to deliver possession of the premises located at: _____
in accordance with our rental agreement and the requirements of the Nebraska Residential
Landlord and Tenant Act, (I) (We) hereby notify you, pursuant to R.R.S. Neb. 1943, 76-1426 (1),
that ((am) (We are) terminating our rental agreement 5 days from your receipt of this Notice, at
which time you are to refund all prepaid rent and security to (me) (us) at the following address:

(Tenant Signature) (Tenant Signature)

FAILURE TO MAINTAIN PROPERTY

(R.R.S. Neb. 1943, 76-1425)

If a landlord fails to maintain rental property, the tenant may call the **City of Lincoln Housing Code Office in the City-County Building, 555 South 10th Street, 441-7785**. They will send someone (usually within 24 hours) to inspect the property for Housing Code violations. A letter will then be sent to the landlord telling him to correct any Housing Code violations. If you live outside Lancaster or Saunders counties, call Community Action (471-4515) for a referral to the community action agency nearest you.

If there are serious violations of the Housing Code, or if the landlord has otherwise breached the lease agreement, the tenant can either: 1) terminate the lease if the landlord fails to remedy the problem, or 2) go to court to enforce the landlord's obligation.

EXAMPLE:

To: _____
From: _____
Date: _____

This is to notify you, pursuant to R.R.S. Nebr. 1943, 76-1425 (1), that because you have failed to substantially comply with our lease agreement and/or the minimum standards of the Housing Code in the following respects: _____

____ (I, we) will terminate our lease agreement 30 days from the day you receive this notice, unless you correct the problem(s) specified above within 14 days.

____ (I, we) am, are terminating our lease agreement 14 days from the day you receive this notice, since this is the second time within the last 6 months that the problem specified above has occurred and been brought to your attention.

(Tenant Signature)

(Tenant Signature)

For problems involving failure to provide utility services, see Failure to Provide Utilities for alternate form.

Withholding rent:

No matter what complaints you have about your landlord or your place, DO NOT WITHHOLD YOUR RENT unless your lawyer tells you to do so. If your lawyer advises you to stop paying your rent, FOLLOW THE INSTRUCTIONS EXACTLY. There are some circumstances that allow a tenant to take some of the rent money and use it for repairs. However, the law is unclear as to just exactly when a tenant is allowed to do this. Therefore, you should contact a lawyer before deducting the cost of repairs.

The landlord has the duty to keep your unit in repair in order to collect rent. You can pay your rent to the court until the case is over and/or the landlord repairs your property. The judge has a right to decide how much, if any, rent you owe to your landlord at the end of each case.

FAILURE TO PROVIDE UTILITIES

(R.R.S. Neb. 1943, 76-1427)

If the landlord is responsible for providing gas, electricity, and water and/or other essential services, but fails to do so, the tenant can either: 1) purchase the services and deduct the cost from the rent, 2) move out until the service is restored, 3) terminate the rental agreement in 30 days if the landlord fails to remedy the problem within 14 days, or 4) go to court to enforce the landlord's obligation.

EXAMPLE:

To: _____
From: _____
Date: _____

Because you have failed since _____ (Date) _____, to
Provide the following essential services: _____
To the premises (I) (We) rent from you _____ (Address) _____

(I) (We) hereby notify you, pursuant to R.R.S.Neb. 1943, 76-1426, that:

(I am) (We are) going to pay for the service(s) (myself) (ourselves) and deduct the cost of doing so from the rent.

OR

(I) (We) will be residing at _____ (Address) _____ until you have notified (me) (us) that the services have been restored; no rent will be paid for the period the services are not provided.

(Tenant Signature) (Tenant Signature)

Discrimination:

Minorities have the same rights to housing as everyone else. If a landlord discriminates in renting housing based upon a person's race, color, religion, national origin, disability, or familial status (e.g., having children in the home); he is breaking the law. Both Nebraska and federal laws forbid such discrimination. If you think the landlord will not rent a unit because of any of these illegal reasons, you can file a complaint with the **Human Rights Commission (441-7624)** or with the **Nebraska Equal Opportunity Commission**.

FIRE OR OTHER CASUALTY DAMAGE

(R.R.S. Neb. 1943, 76-1429)

If a rental property is damaged or destroyed by fire or other casualty (through no fault of the tenant), the tenant can either: 1) move out immediately and notify the landlord within 14 days that the tenant is terminating the rental agreement, or 2) live in that portion of the property which is habitable and have the rent decreased in proportion to the amount of living space which is no longer habitable.

PLEASE NOTE: Continue to pay full rent, when the housing unit has been damaged by fire or other casualty. Consult a lawyer to obtain an agreement, in writing, from the landlord stating that a portion of the rent will be rebated. You may need to take the case to Small Claims Court to secure the agreement. Follow the procedures for filing claims through small claims court.

EXAMPLE:

To: _____
From: _____
Date: _____

Because the premises (I) (We) rent from you at _____ (Address)
Have been substantially damaged by _____ (Nature of Casualty)
Which occurred on _____ (Date) through no fault of (myself) (ourselves), (I) (we) hereby notify you, pursuant to R.R.S. Neb. 1943, 76-1429, that:

(I) (We) have moved and (am) (are) terminating our rental agreement as of the date of the casualty; all prepaid rent and security shall be refunded to (me) (us) at the following address: _____

OR

The following rooms are uninhabitable as a result of the casualty _____.
Therefore, (I) (We) demand that rent be reduced proportionately for the period of time they remain uninhabitable.

(Tenant Signature)

(Tenant Signature)

**INTENTIONAL LOCKOUT AND/OR
UTILITY SHUT-OFF**

(R.R.S. Neb. 1943, 76-1430)

If a landlord locks out or intentionally shuts off any of the utilities, the tenant can either 1) terminate the rental agreement or, 2) recover possession; in either event, the tenant can bring a lawsuit against the landlord for a sum equal to 3 month's rent.

EXAMPLE:

To: _____

From: _____

Date: _____

(I (We) hereby notify you, pursuant to R.R.S. Neb. 1943-76-1430, that on _____ (Date) _____, you: excluded (me) (us) from, and /or shut off the _____ (utility) _____ service to, the place (I (We) rent from you _____.

THEREFORE:

(I (We) terminate our rental agreement as of that date, and demand that you refund all prepaid rent and security plus an amount equal to 3 months rent, to (me) (us) at the following address:

_____ Street, Apt. # _____ City _____ State _____ Zip _____

(Tenant Signature)

(Tenant Signature)

ABUSE OF ACCESS

(R.R.S. Neb. 1943, 76-1423 and 76-1438)

If a landlord abuses his or her right of access by entering at unreasonable times, for unreasonable purposes and/or without giving at least one-day's notice (except in emergency situations or when impractical) the tenant can either: 1) terminate the rental agreement, or 2) to go court to prevent further abuse. In either event, the tenant can recover an amount equal to not less that one month's rent. This form is for termination of the rental agreement.

EXAMPLE:

To: _____

From: _____

Date: _____

(I (We) hereby notify you, pursuant to R.R.S. 76-1423 and 76-1438, that you abused your right of access to the place (I (We) rent from you at _____ (address) _____ on _____ (date) _____.

By entering those premises (without one day's prior notice) in the absence of an emergency, (I am) (We are) terminating our rental agreement immediately. You shall refund to (me) (us) all prepaid rent and security plus, the greater of _____, an amount equal to one month's rent, or \$ _____, which is the amount of damage (I) (we) have suffered as a result of your action.

This refund is to be made to (me) / (us) at the following address: _____.

DEMAND FOR RETURN OF PERSONAL PROPERTY

Under Nebraska law, your landlord may not keep your property in satisfaction of unpaid rent. Furthermore, your landlord may not sell or get rid of your property without giving you written notice and an opportunity to reclaim the property.

In order to get the property back, you must make a written request for the property within fourteen days of moving out (see Form 10). The request must list specifically the property you want back. The request must give a mailing address where you can be contacted. You should keep a copy of the request.

The landlord is required to return the property to you if it is in his or her possession at the time of the request. The landlord has the right to require you to pay any costs of storage before the property is returned. In order to collect such costs from you, the landlord must demand them in writing.

When the landlord makes the property available, you must pick it up within seventy-two hours. If the landlord refuses to return the property to you, you may sue him or her in small claims court for money in the amount of any damages you have suffered.

EXAMPLE:

To: _____
From: _____
Date: _____

When I moved out of the premises I rented from you, located at _____ (Address)
The following property was left behind: _____ (List Property Here).

I am writing to request that you make this property available for me to pick up. I can be reached at the following address: _____.

Thank you for your cooperation in this matter.

Yours truly,

(Tenant Signature)

MOBILE HOMES

Under the Mobile Home Landlord and Tenant Act, the tenant leasing the space from the mobile home park is affected. The person leasing or renting a mobile home is governed by the same laws or ordinances affecting tenants of other residential dwellings.

Rental agreements of mobile home space are month-to-month unless the lease says otherwise. Either party can cancel by giving 30 days written notice to the other party.

A landlord may not cancel a rental agreement solely for the purpose of making the space available for another tenant unless otherwise agreed in writing.

If the rental agreement requires the removal by the tenant of the mobile home at the expiration of the lease period at the landlord's option, the landlord shall give the tenant 30 days notice before exercising such option. All improvements made by the tenant other than natural lawn remain with the property of the tenant unless otherwise specified in the lease. Also, unless otherwise agreed to in writing between the landlord and tenant, an oral rental agreement may not provide that the tenant or landlord agrees to a designated agent for the sale of the tenant's mobile home.

If there is a written rental agreement, the landlord shall deliver a signed copy of it to the tenant, who shall sign and give it to the landlord one fully executed copy of the written agreement. Failure to comply shall be deemed a material non-compliance with the rental agreement by the landlord or the tenant, whoever fails to comply.

The landlord has to provide a written explanation of utility rates, charges and services to the tenant before the rental agreement is signed unless the utility charges are to be paid by the tenant directly to the utility company.

The deposit cannot be more than one month's rent. When the tenant moves, the landlord must either 1) refund the security deposit, or 2) give the tenant an itemized list of damages and refund any remaining balance. **This is to be done within 30 days from the date of termination** of the tenancy or receipt, in writing, of the tenant's mailing address or delivery instruction, whichever is later.

Each tenant has to be notified, in writing, of any rent increase by United States mail at least 60 days prior to the effective date of the increase.

A landlord has to make all repairs and do whatever is necessary to put and keep the mobile home park in fit and habitable condition. S/he has to keep all common areas of the park clean and safe, maintain in good and safe working order and condition all facilities, supplies, provide for the removal of garbage and other waste from the park and furnish outlets for utilities.

The tenant has to maintain the space in as good a condition as when s/he took possession and must comply with all obligations imposed upon tenants by city, county and state housing codes, keep the space clean and safe, dispose of all garbage, not deliberately and negligently destroy or damage any part of the park or let a guest do so, and must conduct him/herself and any guests in a manner that will not disturb others' peaceful enjoyment of the park.

A landlord may adopt rules or regulations concerning the tenant's use of the mobile home park. Notice of all additions and changes to the **rules and regulations has to be given to the tenant 60 days before they become effective. The landlord may change or amend the rules without 60 days notice only with the written consent of at least one adult resident from a minimum of 60% of the households in the park.**

A landlord may not unreasonably interfere with the sale by a tenant of a mobile home located in the park.

A landlord does not have the right of access to a mobile home owned by a tenant unless access is necessary to prevent damage to the mobile home space or in case of an emergency.

A tenant may rent the mobile home to another only upon written agreement with the mobile home park management. The landlord may require a guarantee from the tenant for the sub-lessees mobile home space rent.

Many of the rules regarding eviction and duties and obligations and rights of the landlord and the tenant parallel the rules governing the parties in a residential dwelling lease when it comes to non-compliance of the lease terms of the Mobile Home Landlord and Tenant Act.

RENTER'S INSURANCE

Renter's insurance is an excellent thing to have and it is not as expensive as most people think. It generally covers loss of property when something the tenant owns is stolen or destroyed by fire, water, theft, or other casualty loss. Tenants can buy insurance that covers the loss of property based on actual fair market value at the time of loss. The more expensive "replacement" insurance will cover the cost of actually replacing the item, which is usually more than the depreciated value. Some types of renter's insurance covers the cost of personal injury if you or your guests are injured on the rental property or if you negligently injure someone or damage their property.

Many tenants assume that the landlord has insurance that will cover their losses and they are often disappointed. Even if the reason your property was destroyed was the fault of the landlord, you may have to get involved in a lawsuit and prove negligence to recoup your loss. If the loss is covered by your own insurance, your insurance company issues a check to cover the loss and then proceeds against the responsible party if it is feasible.

BREAKING A LEASE

Tenants sometimes find themselves in a position of needing to move out of an apartment before the lease expires. If the reason for leaving is caused by the landlord's non-compliance with the lease or failure to repair, certain steps must be taken (explained in previous section). However, if the tenant has personal reasons for needing to vacate before the lease expires, a different plan of action is required. **The tenant may consider two alternatives: 1) try to sublet the property with the landlord's written approval, or, 2) give the landlord written notice of the date you are vacating as soon as possible and ask that he or she make every attempt to mitigate damages by arranging to rent the apartment to a new tenant after move out date.**

The problem with subletting is that the tenant remains responsible to the landlord if the subletting tenants fail to pay rent or damage the premises. In addition, the tenant may be taking on some landlord-type responsibilities in regard to the subletting tenants. Subletting arrangements are the most satisfactory when the tenant is well acquainted with the subletting tenants and can trust that they will act responsibly. The tenant may also secure some protection by working out a contract between him or herself and the subletting tenant, releasing the tenant from responsibility.

The second alternative of giving the landlord notice that the tenant is vacating also has drawbacks. **The tenant will probably have to pay for the cost of advertising.** In addition, even though the landlord is required by the Nebraska Landlord Tenant Act to mitigate or lessen the damages by trying to rent the property to new tenants (R. R. S. Neb. 76-1405), there is no guarantee that the landlord will zealously pursue the fulfillment of the duty.

At best, the landlord will find new tenants who want to move in the day after the tenant is moving out and the tenant will only have to pay advertising costs. Even though the tenant has broken the lease, the landlord has not suffered any loss of rent or damage beyond advertising cost. **It is illegal for a landlord to receive "double rent" or to collect rent for the same property during the same time period from different tenants. Note: The tenant does not automatically lose his damage deposit because he breaks the lease, even though the landlord may insist on it. Damage deposits are to be used only to cover the cost of damages and unpaid past due rent.**

At worst, the landlord will make a real effort but will not be able to rent the apartment to new tenants. In that case, the tenant may be responsible for rent until the end of the term plus advertising costs. Even in this case, **a landlord cannot sue for rent until it "accrues" or becomes due at the beginning of each month.**

Many times it is possible to negotiate a settlement or a mutual recession of the lease agreement when a tenant wants to move before the expiration of the term. The tenant may have to offer something in return for being released from his or her lease such as forfeiture of the deposit. Any agreement such as this must be in writing and have the notarized signatures of both parties. It is best to have an attorney draft the agreement.

When breaking a lease is unavoidable, the worst thing the tenant can do is ignore the problem and procrastinate. In many cases, with adequate notice and the cooperation of the landlord, the tenant can break a lease at little expense.

RESPONSE TO LANDLORD ACTIONS

To: _____
From: _____
Date: _____

NOTICE

(I) (We) hereby notify you, pursuant to R.R.S. Neb. 1943, 76-1439, that you raised the rent, decreased services, and/or threatened to bring legal action to evict (me) (us) in retaliation for (my) (our) having:

_____ complained to the Housing Code Office about the condition materially affecting health and safety of the place (I) (We) rent from you, and/or condition of the place (I) (we) rent from you, and/or

_____ become involved with a tenant organization.

THEREFORE:

_____ (I) (We) terminate our rental agreement as of that date and demand that you refund all prepaid rent and security plus an amount to 3 month's rent.

_____ (I) (We) demand that rent and/or services be restored to their level prior to your unlawful action, and/or cease any further unlawful threat of legal action, plus pay liquidated damages to (me) in an amount equal to 3 month's rent.

(Tenant Signature)

(Tenant Signature)

Please Note: If you are behind in your rent, the landlord may evict you for that reason

Community Action Services

**For information on any of these services please contact
Community Action, 210 'O' Street, Lincoln, NE 68508
Phone: (402) 471-4515**

Increasing Economic Independence

Career Advancement Training (CAT): A soft-skills focused program designed to provide individuals with training in the skills needed to find, apply for, secure, and retain employment including professionalism, life skills, and interpersonal skills. GED preparation classes are available.

Center for Refugees and Immigrants (CRI): Assists refugees, immigrants, and asylees by providing employment, career advancement, and naturalization services. The program objectives are: 1) to evaluate career goals of refugees and assist with career advancement, 2) to help clients find employment, 3) to aid in acquiring proper employment documentation and reinforce the importance of United States citizenship for career advancement.

Computer Learning Lab (CLL): Designed to help people develop the computer skills they need to find jobs and achieve promotion. The CLL currently offers classes in the following programs: Microsoft Windows, Microsoft Word, Microsoft Excel, Microsoft Access, and Microsoft PowerPoint. Individuals who complete 30 hours of computer classes in the CLL and meet income guidelines (125% of poverty level) earn a free refurbished computer.

Computer Refurbishing Center: Provides volunteers and individuals seeking job skills training the opportunity to gain hands-on experience in recycling and refurbishing computers. Computer equipment donated to the agency is assessed and either recycled or refurbished. Computers that are refurbished are given to individuals who complete Community Action's Computer Learning Lab course cycle. Qualifying non-profit organizations can also receive equipment and technical assistance in building their own computer learning stations.

Financial Literacy Services: Provides quarterly classes on topics such as banking, credit, checking, budgeting, loans, and consumer rights. Classes follow the Money Smart curriculum designed by the FDIC.

Free to Save: Provides economic education and Individual Development Accounts to Clinton Neighborhood residents and surrounding area families. Major goals of the program are to help participants become self-sufficient by teaching them about financial and consumer issues, enabling them to create matched savings accounts.

Volunteer Income Tax Assistance (VITA): A program developed and sponsored by the IRS which offers free tax help to low- to moderate-income individuals who need assistance preparing their tax returns.

LanguageLinc, LLC: A fee-based interpretation service that seeks to facilitate communication between people of different countries and the community by breaking down linguistic and cultural barriers. LanguageLinc offer various languages that reflect the ethnic diversity of our community. Interpreters undergo extensive training and independent assessments to ensure professionalism and knowledge of many different industries. Call (402) 473-2940 for more information.

Improving Quality of Life

Head Start and Early Head Start: Comprehensive child development programs that serve low income children from birth to age five, pregnant women, and their families. While the primary focus of Head Start and Early Head Start is school preparedness for low income children, these programs take a holistic approach to issues of child development.

Homeless Voucher Program: Seeks to assist individuals and families in gaining life skills needed to maintain permanent housing. To qualify for participation in HVP an individual or family must have and active application with Lincoln Housing Authority, be homeless, live in Lancaster County, be 19 and have housing as a primary need.

Supportive Housing Program: Provides homeless families with intensive case management, housing subsidies, and supportive services for up to 2 years, with the goal of helping them move from homelessness to economic independence. To qualify, participants must be homeless and have a family, which is defined as a pregnant woman, a single parent with at least one child, or a parent that has reunification plans within the next six months.

Emergency Services: Aid with immediate crisis needs such as rental deposit, past-due rent or utilities, work-related clothing and other needs. Assistance and/or referral to other resources.

Incentive Room: Available to Community Action's program participants only, the Incentive Room allows individuals to "buy" new and gently used clothing and other household items. Case managers award these points based on progress made toward self-sufficiency.

Landlord Tenant Services: focuses on eviction prevention, landlord / tenant mediation, and information regarding landlord / tenant rights and obligations. The activities of the program keep families housed and help them to develop the knowledge and skills needed to avert future housing crisis. Families are also assessed for other needs and are often linked with community resources and other LAP resources.

Representative Payee Program: Provides intense and comprehensive case management services to individuals who receive Social Security and/or SSI payments but have difficulty managing their money.

Saunders County Outreach: Case management, home weatherization, literacy support, emergency food and clothing, help with past-due rent and utilities, eviction prevention and Head Start services to income qualified households in Saunders County. Call (402) 443-4250 for more information.

The Gathering Place, 1448 E Street: Soup kitchen serving free evening meal to homeless, near-homeless and at-risk persons. Meals are served at 5 p.m. Monday-Friday.

Improving Community Living Conditions

Housing Development Corporation: A subsidiary of Community Action created to develop affordable housing in Lancaster and Saunders counties. The program assists low-to-moderate income families in securing safe and affordable housing.

Weatherization: Provides free weatherization (insulation of attics and sidewalls and furnace inspections and tune-ups) to households that meet the income guidelines. Homes can be rented or owned.

