

Community Action's

Guide to successful RENTING



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Important Numbers

Community Action	402-471-4515
Fire/Medical/Police	911
Lincoln Police Non-Emergency	402-441-6000
Community Mental Health Center (Lincoln)	402-441-7940
Lincoln Housing Authority	402-434-5500
Voices of Hope - Rape/Spouse Abuse Crisis Center	402-475-7273
Child/Adult Protective Services	800-652-1999
Legal Aid of Nebraska	877-250-2016
Volunteer Lawyers Project	402-475-7091 or 800-927-0117
University of Nebraska Civil Clinic	402-472-3271
Nebraska Appleseed	402-438-8853 or 800-845-3746
Lincoln Commission on Human Rights	402-441-7624
Nebraska Equal Opportunity Commission	402-471-2024 or 800-642-6112
Fair Housing Center of NE-IA	402-934-6675 or 800-669-3247
Nebraska Advocacy Services	402-474-3183 or 800-422-6691
Lincoln Building & Safety Inspectors	402-441-7785
Lincoln Lancaster County Health Department	402-441-8000
UNL Extension – Lancaster County	402-441-7180

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

Legal Background

The Nebraska Uniform Residential Landlord and Tenant Act (URLTA) sets out the rules for landlord-tenant relationships in Nebraska. The URLTA is codified in Nebraska law at Neb. Rev. Stat. §§ 76-1401 to 76-1449. All the Nebraska Statutes can be found on the Nebraska Legislature's website at <http://nebraskalegislature.gov/laws/laws.php>. The URLTA provides some default rules for rental relationships and sets out the minimum rights and responsibilities of both landlords and tenants.

However, the URLTA gives landlords and tenants wide latitude to negotiate a lease that fits each unique rental situation. Your lease may give you more rights or more responsibilities than the legal minimums. Because every lease is unique, you **MUST** read your lease to fully understand your rights as a tenant.

This booklet is intended to provide general information that applies to rental situations all across Nebraska. As such, the majority of the information in this booklet is based on the URLTA. Please read your lease carefully to find any rules particular to your rental.

The information in this booklet only applies to leases in Nebraska. Each state has its own landlord and tenant law. While many states have adopted a version of the URLTA, more than half of states have not. Landlord and tenant laws vary greatly from state to state, even among those states which have passed a version of the URLTA. If you move to another state, consult that state's laws to learn your rights as a renter. Do **NOT** rely on this information in any other state.

The URLTA covers all rentals in Nebraska where the tenant is renting a living space from the landlord. If you own a mobile home and are renting a **space** in a mobile home park, your lease is governed by the Mobile Home Landlord and Tenant Act, Neb. Rev. Stat. §§ 76-1450 to 76-14,111. For information about those rights, please consult the Mobile Home Landlord and Tenant Act, an attorney, or Community Action's Tenant Support Specialist.

Landlords' Obligations

1. **Comply with the terms of the lease.**
2. **Disclose name and address.** Neb. Rev. Stat. § 76-1417.

When the lease is signed, the landlord or leasing agent must disclose to the tenant the name and address of the property manager and must provide an address where the tenant can serve notices and demands on the owner.
3. **Deliver possession of the property.** Neb. Rev. Stat. §§ 76-1418 and 76-1426.

The landlord must deliver possession of the property, ready for occupancy by the tenant on the date specified in the lease. This includes giving keys to the tenant. If the landlord fails to deliver possession or if the property is not ready for occupancy, the tenant may demand compliance, or may terminate the lease with five days written notice to the landlord. If the tenant terminates the lease, the landlord must return the prepaid rent and security deposit. Sample 5-day notice in back of packet.
4. **Give notice at least one day before entering the property.** Neb. Rev. Stat. § 76-1423.

Except in an emergency, the landlord must give a notice of intent to enter the property at least one day before entering. The landlord may give notice and enter the property to inspect it, to make repairs or alterations, or to show the property to prospective tenants or prospective buyers. In an emergency situation (e.g., fire, broken water pipes) the landlord may enter without giving notice or gaining consent from the tenant.
5. **Maintain the property.** Neb. Rev. Stat. § 76-1419.

If a local minimum housing code applies to the property, the landlord must maintain the property so it complies with the local code.

If the property is not covered by a local minimum housing code, the landlord must:

 - a. Maintain the property in a fit and habitable condition.
 - b. Keep all common areas in a clean and safe condition.
 - c. Maintain all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord.
 - d. Provide garbage service and ash removal.
 - i. If the property is a single-family house, the lease can shift this duty to the tenant unless local law says otherwise.
 - e. Supply running water and hot water.
 - i. If the property is a single-family house, the lease can shift this duty to the tenant unless local law says otherwise.
6. **Return the balance of the security deposit.** Neb. Rev. Stat. § 76-1416.

The landlord must return the unused balance of the security deposit and an itemized list of all deductions within 14 days after the tenant moves out and requests the deposit. The tenant's request must be in writing, and must contain a mailing address where the landlord can send the deposit and itemization. Sample notice in back of packet.
7. **Perform all duties with good faith.** Neb. Rev. Stat. §§ 76-1411 and 76-1410(4).

Landlords and tenants must perform all duties in good faith. Good faith means honesty in fact in performing the duty.

Tenants' Obligations

1. **Comply with the terms of the lease.**
2. **Follow the Rules and Regulations of the property.** Neb. Rev. Stat. § 76-1422
The landlord may adopt rules and regulations to promote the appearance, convenience, safety, or welfare of the tenants, to preserve the property from abusive use, or to make a fair distribution of the services provided by the landlord. The tenant must follow these rules.
3. **Use the property only as a residence.** Neb. Rev. Stat. § 76-1424.
The tenant shall only use the property as a residence unless the landlord and tenant agree otherwise.
4. **Inform the landlord of an extended absence.** Neb. Rev. Stat. § 76-1424.
If the lease requires it, the tenant must inform the landlord when the tenant expects to be absent from the property for a period of more than seven days. The tenant must inform the landlord no later than the first day of the absence.
5. **Maintain the dwelling unit.** Neb. Rev. Stat. § 76-1421.
 - a. Comply with all obligations placed on tenants by a local minimum housing code,
 - b. Keep the property as clean and safe as the condition of the property permits,
 - c. Dispose of garbage and ashes in a clean and safe manner,
 - d. Keep all plumbing fixtures as clean as their condition permits,
 - e. Use all electrical, plumbing, sanitary, heating, ventilating, air condition and other facilities and appliances reasonably,
 - f. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the property, or allow anyone else to do so,
 - g. Do not act or allow guests to act in a manner that disturbs the tenant's neighbors' peaceful enjoyment of the property, and
 - h. Comply with bylaws, covenants, rules or regulations of any condominium regime, cooperative housing agreement, or neighborhood association governing the property.
6. **Clean the property when moving out.** Neb. Rev. Stat. § 76-1421(2).
When the tenant moves out, the tenant must return the property to as clean a condition as it was when the tenant took possession of it, except for ordinary wear and tear.
7. **Give proper notice before moving out.** Neb. Rev. Stat. § 76-1437.
If the tenant wants to move out at the end of the lease term, the tenant should give the landlord a written notice at least 30 days before the end of the lease (or any longer period contained in the lease).
If the tenant wants to move out while renting month-to-month, the tenant should give the landlord a written notice at least 30 days before the rental due date when the tenant will leave.
8. **Return the property to the landlord.** Neb. Rev. Stat. § 76-1437.
At the end of the tenancy, the tenant must move out and return the property to the landlord's control.

Security Deposits

Neb. Rev. Stat. § 76-1416

A security deposit is a sum of money given to the landlord by the tenant at or near the beginning of the lease. The purpose of the deposit is to protect the landlord against damages above normal wear and tear during the lease. The landlord holds the deposit while the tenant occupies the unit. When the tenant moves out, the landlord deducts the proper charges from the deposit and gives the remainder to the tenant.

Nebraska law limits the security deposit to an amount equal to one-month's rent. If the tenant has a pet the landlord may also demand a pet deposit equal to one-quarter of one-month's rent. A local Housing Authority (or any other agency organized under the Nebraska Housing Agency Act) is not bound by these security deposit limits.

To get as much back of their deposit as possible a tenant should document any damage and dirty items **in writing** with as much detail as possible when you move in, and give your landlord a copy of this documentation. Do not accept a dirty or damaged property – make the landlord agree in writing to clean the apartment or make any necessary repairs before you take possession. There are three things that a landlord can deduct from a security deposit. They are unpaid or late rent and fees, the cost to repair the unit above normal wear and tear, and the cost to clean the unit.

Past-Due Rent: The landlord can ONLY deduct rent that is past due and remains unpaid when the tenant VACATES the property. The landlord CANNOT use the deposit as the last month's rent, and the tenant cannot ask the landlord to do so.

Repairs: The landlord can deduct the costs of repairs for damages above normal wear and tear. Normal wear and tear is the gradual wearing-out of the property as it is used respectfully and responsibly by the tenant. Generally, normal wear and tear includes damages like wear patterns in the carpet or flooring of high-traffic areas, the gradual fading of paint, and similar damages. Generally, normal wear and tear does not include damages like stains or burns in carpet or flooring, scratches, holes, or stains on walls, and damages from misuse of the property. Detailed documentation about the condition of the property when the tenant moved in is very helpful in these situations.

Cleaning: The landlord can deduct the costs of cleaning the property to the condition in which the tenant received it. Detailed documentation is critical for demonstrating the condition of the property when the tenant took possession. Most leases put the responsibility for creating this documentation on the tenant – in the lease the tenant agrees that the property is in as clean a condition as is reasonably possible, unless the tenant notes otherwise in writing.

If the above charges are more than the security deposit, the tenant is responsible to pay the remainder of the amount. The landlord can rightly report that the tenant owes money on the property if these charges are not paid. This can make finding a new rental property difficult for the tenant and can hurt the tenant's credit score. The tenant should always review these charges from the landlord and demand verification for any charges that seem unreasonably high or improper. **The tenant should pay all proper charges as they come due.**

When the tenant moves out of the unit, the tenant should give the landlord **in writing** a forwarding address as soon as possible. Within 14 days of the end of the tenancy, the landlord should return the deposit and an itemization of all deductions. If the landlord fails to send the deposit and itemization, the tenant can sue the landlord to get the deposit back. If the tenant fails to give the landlord a forwarding address to send the security deposit to within 60 days of the end of the tenancy, the landlord will turn the remaining deposit over to State Treasurer's office as unclaimed property.

Repair and Cleaning Deductions

The landlord is allowed to deduct the costs of cleaning and the costs of repairs to bring the property back to the condition it was when the tenant took possession, minus normal wear and tear. The landlord may charge the tenant for the full cost of the necessary cleaning or repair. This charge will include both materials and labor – for example, if the tenant damages a door so that it needs to be replaced, the landlord will charge the tenant for the new door AND ALSO for the labor of removing the old door and installing the new one. If the landlord hires a contractor to make the repairs, the landlord should support the charges with a copy of the contractor's invoice. If the landlord or landlord's employee makes the repairs, the landlord should provide a statement of the time and materials necessary to make the repairs. Charges for cleaning should be supported with an invoice from the cleaning company or, if the landlord or landlord's employee does the cleaning, with a statement of the hours worked. Whenever the landlord or landlord's employee provides the labor for repairs or cleaning, the hourly rate should be reasonable when compared to the rates charged for that type of work in the area.

Move-In/Move-Out Inspections

The property should be inspected both before the tenant moves in and after the tenant moves out of the unit. Ideally both landlord and tenant will attend both inspections. Because these inspections are not required by law, one or both parties may be unwilling to schedule the inspection with the other. Joint inspections of the property, along with detailed documentation, can prevent many of the deposit disputes that often occur between landlords and tenants. The most common deposit disputes involve whether the tenant was responsible for a specific damage to an item, or the cost of a repair or cleaning.

The move-in inspection is important for the tenant. This inspection allows the tenant to document damages to the property which existed before the tenant took possession, and it allows the tenant to discover and request necessary repairs at the beginning of the tenancy. The tenant should try to schedule the landlord's presence at the initial inspection. This gives the tenant the ability to ask questions about the condition of the property and ensures that the landlord is aware of any required repairs as quickly as possible. If the landlord is unable or unwilling to attend a move-in inspection, the tenant should inspect the property and **document** in detail any defects found. The tenant should use a move-in inspection form to document the defects, and should take pictures of any damages, if possible. The landlord may have a move-in inspection form for the tenant to use. The tenant should ensure that the landlord receives a copy of the move-in inspection form and pictures soon after the inspection, also keeping a copy for themselves.

The move-out inspection is important for the landlord. This inspection informs the landlord of any repairs that need to be made or cleaning that needs to be done before the landlord can rent the property to another tenant. For this reason, the landlord will inspect the property when the tenant returns possession whether or not the tenant is there to inspect the property as well. The tenant should attempt to schedule a move-out inspection with the landlord so that both parties can have the same information regarding any damages or cleaning that must be done. The tenant should also document the condition of the property at this inspection. The tenant should refer to the documentation from the move-in inspection to ensure that the tenant is not charged for damage done before the tenant moved in. The tenant should document the defects in detail and should take pictures of the property, if possible. If the landlord tries to charge the tenant for any damages or cleaning with which the tenant disagrees, this documentation will be vital to prove the condition of the property when the tenant returned possession.

Holding a Rental Unit

Occasionally, while searching for a suitable rental property, the tenant will find a desirable property which is available before the tenant is prepared to sign a lease on it. The tenant may want the landlord to “hold” the property – stop showing the property to other potential tenants and ensure that the property is ready for the tenant to take possession at lease signing. Generally, the landlord will require the tenant to give a deposit immediately, with the understanding that this money will become part of the security deposit when the tenant signs the lease.

The landlord takes this early deposit as protection against the tenant deciding not to rent the property. If the tenant decides not to rent the property, since the landlord will have to incur the additional expense of advertising the property again, and the landlord potentially loses some rent – the landlord may have been able to find a different renter if the landlord was not holding the property for the prospective tenant. **Generally, if the tenant simply decides not to rent the property after asking the landlord to hold it, the landlord will have the right to keep the deposit to make up for these damages.** However, the tenant may be able to force the landlord to refund the deposit if the tenant can show that the property has a substantial hidden defect that the tenant could not have reasonably discovered when the tenant gave the deposit or if the landlord gave a substantial misstatement about the property to the tenant.

This type of arrangement is solely governed by the agreement between the landlord and the prospective tenant at the time the deposit is given. Nebraska’s Landlord-Tenant Law does not specifically address this type of transaction. This makes a full and complete understanding of the agreement vital for both the landlord and the tenant. Both the landlord and tenant should ensure that they sign a **written agreement** regarding this deposit. The tenant should completely read and fully understand the written agreement before giving the deposit. The tenant should pay special attention to the part of the agreement that says what circumstances must occur for the tenant to receive a refund of the deposit and that the money exchanged will become the security deposit when the lease is signed.

Documentation

Both landlord and tenant should keep accurate and complete records of the tenancy, including a copy of the lease, any modifications or renewals of the lease, inspection sheets, communications between the parties, and any other item that affects the landlord/tenant relationship. This documentation will help to prevent disputes between landlord and tenant, and can be instrumental in quickly solving disputes.

The following should be kept:

1. A copy of the signed and dated lease after all changes and strikes have been properly initialed.
2. A copy of the move-in inspection sheet and any pictures from the move-in inspection.
3. A copy of all correspondence that has taken place between the tenant and landlord (such as notices to or from the landlord or letters to or from the landlord).
4. Cancelled checks or receipts for rent payments and any other type of payments.
5. A copy of any agreements modifying or terminating the lease, signed and dated.
6. Accurate notes that reflect conversations either by telephone or in person between the landlord and tenant.

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

Suing and Being Sued

When landlords and tenants sue each other, it is often in the form of an eviction, when the landlord sues the tenant for possession of the property due to a violation of the lease, or a collection, when one party is trying to collect money from another. For more information on the eviction process, see *Eviction* on page 20. Other examples include when a landlord sues to collect damages exceeding the security deposit or unpaid rent, or a tenant suing the landlord for all or part of the security deposit.

When trying to collect money owed, it is rarely a good idea to jump right into a lawsuit. Lawsuits can take a very long time and be expensive. Resolving the matter informally between the parties can save a lot of time, effort, and expense. First a demand letter should be sent, asking that the amount be paid and negotiating if the amount owed is disputed. If the demand letter and a negotiation are unsuccessful, the collecting party may decide to turn the debt over to a debt collection agency or sue the other party.

If a lawsuit is filed, it may be filed in regular County Court or in the Small Claims Division. Every County Court in Nebraska has a Small Claims Division set up to handle disputes involving up to \$3,500 in money owed or damages. Small Claims Court is designed for the parties to handle the case themselves. The rules of evidence and procedure are relaxed, and no one is represented by a lawyer, though you may consult one if you wish. Small Claims Court has a

smaller filing fee than County Court and may be a better option for some collection suits. However, if the dispute is for more than \$3,500 or if the collecting party wants an attorney, regular County Court is the better option.

When filing in Small Claims Court, be aware that the other party can remove the case to regular County Court by filing a motion and paying the difference in filing fees. If this happens, it is best to consider hiring an attorney.

In both Small Claims and regular County Court, the party filing the suit is responsible to prove their case, to present enough evidence to convince the judge that their claim is more likely correct. Then the other party will present any additional evidence the defendant has to oppose the plaintiff's case. In disputes between landlords and tenants, the most common pieces of evidence are testimony from the tenant and the landlord or property manager, the lease, receipts and invoices for payments relating to the dispute, and pictures of the property. The nature of the dispute will determine what pieces of evidence will be helpful to prove the case. For assistance in preparing evidence, contact an attorney.

If you are being sued, you should speak with an attorney about your options. You can call Community Action's Tenant Support Specialist (402-875-9353), Legal Aid of Nebraska (877-250-2016), the University of Nebraska Civil Clinic (402-472-3271), the Nebraska Bar Association's Volunteer Lawyers Project (402-475-7091), or Nebraska Appleseed (402-438-8853).

Applying to Rent

When a tenant finds a place that they would like to rent, they will most likely have to apply to lease the property. Landlords require applications so that they may check a prospective tenant's rental history, references, credit history, and income. This is all because the landlord wants to find a tenant who will work well at the unit and will likely not break the lease. Landlords have wide discretion in deciding who to rent to. But generally, they are looking for tenants with the income to afford the unit, a history of paying rent on time, finishing leases, and not damaging property.

To apply to rent a unit, many landlords will ask for an **application fee**. The fee covers a landlord's expenses for ordering rental and credit history reports and the time it takes to call references and past landlords. Application fees can add up fast, so a prospective tenant should take steps to avoid paying fees for units that they may not be approved for. The tenant can ask the landlord what things would eliminate a tenant from being considered, like a certain credit score or rental history. If the tenant knows they won't be approved, avoid applying. The tenant should also investigate the landlord as well, talking to current tenants about their experiences with the landlord and looking for news articles about the landlord. Finally, when the tenant decides that they will most likely be approved and that they really want to rent the unit, the tenant should apply.

Signing the Lease

The lease agreement is the basis for the landlord-tenant relationship. The lease agreement contains the rental terms and the rights and responsibilities of the parties. Because the lease is vital to the landlord-tenant relationship, the landlord and tenant should make a written lease. Putting the lease in writing will help both parties understand the agreement and will help to prove the terms of the agreement in the future.

In many cases the landlord will already have a written lease. The tenant should read this lease carefully and understand the lease before signing it. The landlord and tenant may have negotiated any number of lease terms before signing the lease, but only the terms in the signed lease will count. Both the landlord and the tenant should read the lease carefully to ensure that all the terms of the lease match the agreement they have made. The tenant may ask for a copy of the lease a day or two before signing to read it over.

The tenant should take the time necessary to completely understand the agreement that the landlord and tenant are signing. The following list of questions is a good starting point for understanding the lease:

- How much is rent?
- When is the rent due?
- When is the rent late?
- What is the penalty for paying rent late?
- Where is the rent paid?
- What utilities does the tenant pay?
- What utilities does the landlord pay?
- When does the lease end?
- Does the lease renew at its end?
- Does the tenant have an early termination option?
- Are pets allowed?
- How long can visitors stay?
- If visitors stay longer, what happens?
- Who is responsible for maintenance and repairs?
- What is the process for requesting repairs?

Pets

One of the most common ways that tenants violate the lease is by keeping unauthorized pets. Before signing the lease, the tenant should find out whether pets are allowed, if the landlord places any restrictions on the size or type of pets, or if the landlord requires a pet deposit, pet fee, or additional pet rent. If the landlord chooses to do so, these terms must appear in the lease. If the landlord and tenant negotiate regarding pets, both parties should ensure that the lease reflects their agreement before it is signed.

The tenant should be careful to comply with the lease regarding pets. If the lease says “No pets allowed,” then keeping any pet is a violation of the lease. This includes pets in tanks, such as fish or snails and includes pets kept entirely outdoors. If the lease puts restrictions on the size or type of pets, the tenant should ensure that any pets meet those restrictions. If the lease requires the payment of additional pet rent or deposit, the tenant should give the landlord notice of the pet and pay the proper amounts. The pet deposit is an additional amount above the security deposit given to help protect the landlord from damages caused by the pet, and it is limited to an amount equal to $\frac{1}{4}$ of one-month’s rent. Pet rent is not limited by law. If the lease provides that the tenant may only keep a pet with the landlord’s written permission, the tenant must get that permission BEFORE bringing the pet into the property. The tenant will also be responsible for any damages caused by the pet. If the pet ruins any flooring or scratches up doors, or if the pet’s cage or tank breaks and causes damage to the property the tenant will be charged for the repairs.

If a medical or mental health professional prescribes an animal to help treat a condition, or if the tenant needs a service animal, the tenant may be able to keep the animal under the Fair Housing Act. See ***Therapy Animals*** on page 22.

Requesting Repairs

When a rental property needs repairs, the tenant should first request that the landlord make those repairs. The tenant should ask the landlord about any specific procedures for making repair requests at the lease signing. If the landlord has a procedure for repair requests, the tenant should submit the request through that procedure. This procedure will vary from landlord to landlord – some landlords will prefer that the tenant calls maintenance directly, some will prefer that the tenant submits a written request, some will have a particular maintenance form for the tenant to use. The tenant should find out how the landlord wants to receive repair requests and use that procedure. The tenant should always keep a copy of any written request for repairs.

No matter how the landlord prefers to receive requests, the tenant should follow up that request with a letter. This letter should simply document the conversation or message where the tenant requested the repair. The tenant should keep a copy of this letter and send a copy to the landlord. If the landlord fails to make the repair in a reasonable time, the tenant may take additional steps to cause the landlord to make the repairs. These steps are described in ***14-Day/30-Day Notice to the Landlord*** and ***Local Code Enforcement*** on page 13. For more information on requesting repairs and when a landlord fails to make repairs, you can call Community Action’s Tenant Support Specialist at 402-875-9353. See *back of packet for a sample request for repairs letter.*

14/30-Day Notice to the Landlord

Neb. Rev. Stat. § 76-1425(1)

If the landlord breaches a term of the lease, fails to maintain or repair the unit, or fails to fulfill his obligations listed in *Landlords' Obligations* on page 5, one possible option for the tenant is what is called a 14/30-day notice. This notice states that if the breach is not solved in the next 14 days, the lease between the tenant and landlord will end in 30 days. So if you serve or mail a 14/30-day notice to the landlord on the 31st and the problem is not solved by the 14th, then the lease would end on the 30th. You can change the notice so that the lease will end in more than 30 days, such as a 14/45-day notice or a 14/60-day notice, but it must be at least 30 days. If the landlord fixes the problem within 14 days of receiving the notice, then the tenant must continue with the lease and stay in the unit. But before you send a 14/30-day notice; **be prepared to move out in 30 days**. If the landlord fails to fix the problem in the 14 days, your right to live in the unit expires at the 30 day mark (or however long you put in the notice).

A tenant most commonly serves a 14/30-day notice because the landlord has failed or refused to fix a maintenance problem in the unit. **BUT**, a tenant **cannot** serve a 14/30-day notice for a problem that was caused intentionally or negligently by the tenant, a family member, or guest. (You act negligently when you fail to use the care and caution a reasonable person would in the same situation with the same knowledge you possessed. If the problem was caused in any way by you, your family, or a guest gets legal advice before serving your landlord with a 14/30-day notice.) This notice can also be given to the tenant by the landlord if the tenant breaches the lease (see page 17).

The tenant's 14/30-day notice also contains a 6-month "probation" period. If the landlord breaches the lease **in the same way** within 6 months of the first 14/30-day notice, the tenant may choose to terminate the lease without giving the landlord an opportunity to fix the problem. To terminate the lease, the tenant serves a notice informing the landlord of how the landlord breached the lease, that it is the second such breach in a 6-month period, and setting a date for the termination of the lease. The termination date must be at least 14 days after the date of the second notice. See *14-Day notice of noncompliance in back of packet*.

What to do if you think a 14/30-Day Notice of Breach of the Lease may be appropriate:

First, **be prepared to move out in 30 days**. If the landlord does not fix the problem within 14 days of your notice, your right to occupy the unit will end 30 days after your notice (or on the date you put in the notice). This means you have to move out. If you will not be able to move out within this time, you should speak with an attorney about your other options. You can call Community Action's Tenant Support Specialist (402-875-9353), Legal Aid of Nebraska (877-250-2016), the University of Nebraska Civil Clinic (402-472-3271), the Nebraska Bar Association's Volunteer Lawyers Project (402-475-7091), or Nebraska Appleseed (402-438-8853).

Second, make sure your notice contains all the required information. Read Neb. Rev. Stat. § 76-1425(1), and include the following: 1) How the landlord breached the lease, 2) the date you are serving the notice, and 3) a statement that the lease will terminate on a date 30 days from the date of the notice (if you want a date later than 30 days, you should say what date) unless the landlord fixes the problem within 14 days of the notice. See *the back of this packet for a sample 14/30-day notice*.

Local Code Enforcement

Some cities and towns in Nebraska have adopted local minimum housing codes. These codes set a minimum standard for the residential dwelling units in the city or town, and they are enforced by the local government. These codes generally cover fire safety, garbage, pest infestations, building structure, electrical and plumbing systems, windows and doors, certain appliances, water leaks, and occupancy, among other items. The codes place some responsibilities on landlords and some on tenants. Both landlords and tenants should discover and understand the requirements of the local housing codes.

Local code enforcement can be a very effective means by which to encourage landlords to make repairs that are covered by the code. Code enforcement procedure is established by local government, but the procedures generally follow the same pattern. First, a tenant should request the repair from the landlord. If the landlord fails to make the repair after a reasonable time, the tenant could call the local code enforcement office. The code enforcement office will send out an inspector to check for violations of the local housing code. If the inspector finds violations, the code enforcement office issues a notice to the landlord to repair the violation which gives the landlord a deadline to make the repair.

Essential Services

Neb. Rev. Stat. § 76-1427

Nebraska law places special emphasis on ensuring that certain essential services are available to tenants. Neb. Rev. Stat. § 76-1427 covers **running water, hot water, heat**, and “essential services,” which almost certainly includes **electricity**. Air conditioning is usually not considered an essential service. If a landlord fails to provide one of these services, the tenant **first must** give the landlord a **written** notice. If the landlord still fails to provide one of these services, the tenant may serve a 14/30-day notice as described on page 13, or the tenant may give the landlord a **written** notice of the failure and choose **one** of the following options:

- Purchase the service until the landlord fixes the problem and deduct the costs of that service from rent.
- Recover damages from the landlord in the amount of the decrease in fair rental value of the property because of the missing service.
- Stay somewhere else while the service is out and be excused from paying rent for that time.

The tenant **may not** exercise these rights if the tenant’s deliberate or negligent act caused the problem. This means that a tenant whose heat or electricity is shut off because the tenant failed to pay the utility bill **may not** use these options. If the landlord’s failure to supply the services is **deliberate**, the tenant may be able to recover attorney fees as well as additional damages if the tenant is either purchasing the service or staying somewhere else. If the tenant is purchasing the service, the tenant may recover the actual and reasonable cost of the service up to an amount equal to one-month’s rent. If the tenant is staying somewhere else, the tenant may recover the reasonable value of the substitute housing up to an amount equal to one-month’s rent. **THE TENANT SHOULD CONSULT AN ATTORNEY BEFORE PURSUING A LANDLORD FOR A DELIBERATE FAILURE TO SUPPLY ESSENTIAL SERVICES.**

Fire and Casualty Damage

Neb. Rev. Stat. § 76-1429

If the property is significantly damaged or destroyed by a fire or casualty (a sudden and unforeseen event, like a storm), that damage may give the tenant the right to end the lease early or receive compensation for the unusable portion of the property. If the damage to the property substantially impairs the tenant's ability to use the property, the tenant may choose to immediately move out and notify the landlord **in writing within 14 days** after moving out that the tenant is terminating the lease as of the day the tenant moved out. In this case, the landlord must refund all unused rent and the security deposit.

If the property is not condemned, the tenant may choose to move out of the damaged portion, in which case the tenant's liability for rent will be reduced in proportion to the decrease in fair rental value of the property. This section does **NOT** give tenants the right to withhold any rent. If the tenant is remaining in the property but is vacating a portion of it, the tenant should negotiate with the landlord to agree on the amount of rent which the tenant is owed and whether the landlord will immediately refund it or whether the tenant will deduct that amount from a future month's rent. The tenant should **NOT** withhold or deduct any rent until the tenant and landlord have agreed on the amount to be refunded and the method by which it will be refunded. If the tenant caused the damage, the tenant may still exercise these rights. However, the tenant will remain responsible for the damage caused by the tenant.

Access

Neb. Rev. Stat. §§ 76-1423, 76-1438

Generally, the tenant has the right to invite in or exclude anyone from the property, including the landlord. However, the landlord has the right to enter the property under certain circumstances. The landlord may enter without invitation or consent at any time to respond to an emergency. The landlord may also enter at reasonable times after giving a **one-day** notice of the landlord's intent to enter, so long as the landlord is entering for one of the following purposes: to inspect the property, to make agreed or necessary repairs, decorations, alterations, or improvements, to supply necessary or agreed services, or to show the property to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

If the landlord enters without giving proper notice, tries to enter in an unreasonable manner, or makes repeated demands for access to harass the tenant, the landlord has abused the right of access to the property. If the landlord abuses the right of access, the tenant may sue the landlord to prevent future unlawful entry or terminate the lease and move out, and in either case the tenant can recover money damages of at least one month's rent and the tenant's attorney's fees.

If the landlord gives the proper notice and has a proper purpose to enter the property, the tenant should allow the landlord to enter at a reasonable time. If the tenant refuses to let the landlord access the property, the landlord may sue the tenant for access or terminate the lease and evict the tenant, the landlord may recover actual money damages caused by the tenant's refusal to allow access and the landlord's attorney's fees.

Failure to Deliver Possession

Neb. Rev. Stat. § 76-1426

If the landlord fails to deliver possession of the property to the tenant at the beginning of the lease, such as not turning over the keys, the tenant may terminate the lease or sue someone for possession of the property. The tenant may terminate the lease, but tenant must give the landlord a written notice saying that the tenant will terminate the lease on a date at least five days from the notice date. Then, the landlord must return all prepaid rent and deposit. If the tenant decides not to terminate the lease, the tenant may demand possession of the property from the landlord and may sue **whoever** has possession of the property. This means that if a previous tenant is still occupying the property, the tenant can evict that previous tenant. In this case, the tenant can recover actual money damages sustained by the tenant, such as charges for a hotel room or storage for the tenant's belongings. If the failure to deliver possession of the property is "willful and not in good faith," the tenant may recover the greater of three months' rent or three times the tenant's actual money damages and attorney fees. **THE TENANT SHOULD CONSULT AN ATTORNEY BEFORE PURSUING ANYONE FOR A WILLFUL, BAD FAITH FAILURE TO DELIVER POSSESSION.**

Paying the Rent

The tenant is responsible to pay the rent as it becomes due throughout the lease. The rent comes due each month on the rental due date. Generally, the rental due date is the first of each month, but the lease may contain a different due date. The rental due date is also important when the tenant is moving out because a 30-day notice to vacate will take effect on a rental due date.

Generally, the lease provides for a small grace period after the rent becomes due during which time the tenant can pay the rent without it being late. Most grace periods run through the third or the fifth of the month. The lease will state that the rent is late if it is paid after the end of this grace period, and the late fee will apply after that date. This date is NOT the rental due date, it is the end of the grace period. When a tenant is late in paying the rent, the landlord applies a late fee. An example of this would be if your rent was "due on the 1st, late on the 5th". The lease controls the amount and timing of the late fees. The late fee is an additional amount of rent and is due immediately. A tenant CAN be evicted even if the only amount owed is late fees.

Like late fees, charges for repairs are additional amounts of rent. The landlord should send the tenant an invoice for the charges, and the charges generally come due on the next rental due date. If the tenant is unable to pay the whole amount on the next rental due date, the tenant should contact the landlord and make a written payment arrangement for those charges.

The lease should provide a place for the tenant to deliver the rent. The landlord may accept rent in multiple places. The lease should list each. Unless the lease says otherwise, the tenant will also deliver notices to the landlord at that location.

Problems with Neighbors

Many tenants live in close proximity to their neighbors, especially those tenants who are renting apartments or townhouses. Noise complaints are the most common problem, but issues between neighbors can crop up in all facets of home life. Generally, the best way to address a neighbor issue is to approach the neighbor calmly and work together to find a solution that works for both neighbors. When neighbors are able to communicate openly and respectfully, the solutions that come out of those discussions tend to be the most stable and least burdensome for the parties. However, a tenant must be careful to approach the neighbor in a calm and friendly manner – pounding on someone’s door and yelling are not good ways to open a productive dialogue.

If the neighbors are unable to work out the problem between themselves, then the tenant may need to bring the problem to the landlord. The tenant should work with the landlord to find a workable solution to the issue. In every lease, the tenant promises not to cause or allow any behavior that will disturb the neighbors’ peaceful enjoyment of their property. In every lease, the landlord promises to provide the tenant with peaceful enjoyment of the rental property. These two promises mean that the tenant can ask the landlord to take action when the neighbor is disturbing the tenant’s quiet enjoyment of the property, but also that the landlord can take action against the tenant if the tenant is disturbing the neighbor’s quiet enjoyment of the neighbor’s property. The landlord may need the cooperation of the tenant who is complaining in order to take the necessary action.

Nonpayment of Rent & 7-Day Notice

Neb. Rev. Stat. §§ 76-1431(2)

If the tenant has failed to pay the rent by the due date (or any grace period that may apply), the landlord may serve the tenant with a 7-day notice of nonpayment of rent. Once the tenant receives a 7-day notice, the tenant has 7 days from the date of the notice to pay the rent in full, including any late fees which may apply. If the tenant presents the rent in full (including late fees) during those 7 days, the landlord **MUST** accept the rent. If the tenant presents part of the rent during those 7 days, or if the tenant presents the full rent after those 7 days, the landlord may choose to accept or reject the payment. If the landlord accepts partial rent, then the landlord has to serve another 7-day notice before starting the eviction process.

What to do if you get a 7-Day Notice: Immediately contact your landlord to arrange to pay the rent. If you can pay the rent in full within the 7 days, do so. If you cannot, approach the landlord with as much as you can pay and make a plan to pay the rest. If your landlord agrees to your payment plan, write it down and have both you and your landlord sign it. Give your landlord a copy and keep a copy yourself.

5-Day Notice to Tenant for Violent Criminal Activity or Drug Possession

Neb. Rev. Stat. §§ 76-1431(4)

If a tenant **or guest of a tenant** that is physically present in the unit assaults or threatens to physically assault someone, illegally uses a firearm or other weapon, possesses a controlled substance that the tenant knows about or should reasonably know about that is not prescribed, or any other activity or threatens any other activity which would threaten the health and safety of any other person involved or actual damage to the property, the landlord may serve the tenant with a 5-day notice to move out. The tenant then has 5 days from delivery of the notice to move out.

This does not apply if the tenant seeks a protective order or other similar relief against the person conducting the activity or if the tenant reports the activity to a law enforcement agency in an effort to initiate a criminal action against the person conducting the activity.

14/30-Day Notice to the Tenant

Neb. Rev. Stat. §§ 76-1431(1)

If the tenant violates the lease in any way other than nonpayment of rent, the landlord may serve a 14/30-day notice of breach of the lease. The 14/30-day notice must say how the tenant is breaching the lease and that the lease will automatically terminate 30 days (or more) from the date of the notice **unless** the tenant fixes the problem within 14 days of the date of the notice. A landlord must use the 14/30-day notice for any breach **except** nonpayment of rent. Common causes for 14/30-day notices are keeping pets when the lease says “no pets”, loud parties that cause neighbors to report noise complaints, and illegal activity (such as illegal drugs) in the unit, among others.

The 14/30-day notice also contains a 6-month probation period. If the tenant breaches the lease **in the same way** within 6 months of the first 14/30-day notice, the landlord may choose to terminate the lease without giving the tenant an opportunity to fix the problem. To terminate the lease, the landlord serves a notice informing the tenant of how the tenant breached the lease, that it is the second such breach in a 6-month period, and setting a date for the termination of the lease. The termination date must be **at least** 14 days after the date of the second notice.

What to do if you get a 14/30-Day Notice: Determine what you have done to breach the lease. If the notice is unclear, contact your landlord immediately to determine the problem. Stop the breach within those 14 days, then write your landlord a letter detailing how you have solved the problem. Keep a copy for yourself. Be very careful not to breach the lease in the same manner within 6 months of the first notice. If you have not breached the lease in the manner the landlord thinks you have, or if you do not believe your behavior is a breach of the lease, get advice immediately. You can call Community Action's Tenant Support Specialist (402-875-9353), Legal Aid of Nebraska (877-250-2016), the University of Nebraska Civil Clinic (402-472-3271), the Nebraska Bar Association's Volunteer Lawyers Project (402-475-7091), or Nebraska Appleseed (402-438-8853).

Term of the Lease

Neb. Rev. Stat. §§ 76-1414(4), 76-1437

When the landlord and tenant sign a lease, that lease may be for a set period of time, called the "term" of the lease, or it may be a month-to-month or "periodic" lease, such as a 6 month of year long lease. During the lease term, the lease can only end if the landlord and tenant mutually agree to terminate it early or if one of the parties violates the lease. At the end of the lease term, the lease may terminate with a notice, may become a month-to-month periodic lease, or may renew for another term if the lease specifically provides for that renewal. Generally, a 30-day notice is required to end a lease at the end of its term; however, the lease may require a longer notice. If the tenant remains in the property at the end of the lease and the landlord does not ask the tenant to leave, the lease will become a month-to-month periodic lease unless the lease specifically says that it renews for another full term.

A month-to-month periodic lease automatically renews one month at a time until one of the parties ends it by giving a 30-day notice. Either the landlord or the tenant can give a 30-day notice to end the month-to-month lease, and the notice can be given for any non-discriminatory reason (see **Discrimination** on page 22). The 30-day notice takes effect on a rental due date, and must be given at least 30 days before that date.

If the tenant receives a 30-day notice to vacate from the landlord, the tenant should vacate the property and return possession to the landlord by the effective date of the notice. Failure to return the property to the landlord could result in the tenant being evicted and, if the judge finds that the tenant willfully failed to return the property, charged up to 3 months' rent and the landlord's attorney's fees.

Holdover Tenants

Neb. Rev. Stat. §§ 76-1437

If a tenant refuses to vacate the rental property after the landlord has given a proper 30-day notice to vacate, the tenant is a holdover tenant. The landlord must evict the holdover tenant to regain possession of the property. For more information on evictions, see **Eviction** on page 20. If the landlord is forced to evict the holdover tenant, this eviction will go on the tenant's rental history.

The landlord can also collect significant damages from the holdover tenant. If the tenant is holding over willfully and not in good faith, the landlord can sue the holdover tenant for damages equal to the *greater* of: 1) three months' rent, or 2) three times the landlord's actual damages from the holdover. In addition, the landlord may be able to collect reasonable attorney's fees from the tenant.

30-Day Notice

Neb. Rev. Stat. § 76-1437(2)

The 30-day notice is most commonly used to terminate a month-to-month lease, but it can also be used to change the lease. For example, if a landlord is renting month-to-month and wants to raise the rent, make the property no-smoking, no longer allow pets, or make any other change to the lease, the landlord must give a 30-day notice to the tenant before those changes take effect. If the tenant does not want to rent under those terms, the tenant can give the landlord a 30-day notice to move out and vacate the property.

A landlord CANNOT use a 30-day notice to change a term lease. If the landlord and tenant sign a lease for a period of time, that lease can only be changed by agreement of both the landlord and tenant. If the landlord wants to change the lease at the end of the term, the landlord may give a 30-day notice before the end of the lease to have those changes take effect immediately after the lease term ends.

When a landlord or tenant wants to end a periodic lease, or when a landlord wants to change the terms of a periodic lease, a 30-day notice is required. For information about the difference between a periodic lease and a term lease, see Term of the Lease on page 18. The timing of a 30-day notice is often confusing for both landlords and tenants, because the 30-day notice always takes effect on a rental due date rather than the 30th day after the notice is given. With all the other notices, the effective date is a certain number of days after the notice is given. The 30-day notice is unique in that it can only take effect on certain days: the rental due date during a periodic lease, or the end date of a term lease.

For example, if a landlord wants the tenant to vacate on February 1st, they would need to give a 30-day notice at least 30 days before February 1st. This means that the landlord would have to give the notice on December 31st or earlier. If the landlord did not give the 30-day notice until January 3rd, then the notice would not take effect and the tenant would not have to vacate until March 1st. As this example shows, delivering the 30-day notice just a couple of days late can

mean that the move-out date is delayed a full month and the tenant has to pay a full extra month's rent.

The easiest way to think of it is to take the day the notice was given and count forward 30 days, then the next rental due date that is either on or after that date is the day the notice effect. When giving a 30-day notice of any kind, it is always a good idea to play it safe and give the notice more than 30-days before the next rental due date.

If a tenant receives a 30-day notice, it is NOT AN EVICTION. It means that the landlord no longer wishes to continue the tenancy, but it does not mean that the tenant has violated the lease and it will not come up as an eviction on the tenant's rental history. Landlords end tenancies for several reasons, such as to do renovation on the property or because they are selling the property. For more on ***Eviction***, see page 20.

Eviction

Neb. Rev. Stat. §§ 76-1440 – 76-1447

Eviction is the legal process by which a landlord terminates the lease and removes a tenant from the rental unit. A landlord **MUST** go through the county court to remove a tenant from the rental unit. In Nebraska, it is **ALWAYS** illegal for the landlord to physically remove a tenant from the unit, to lock the tenant out of the unit, or to cancel utility service to drive a tenant out of the unit. If the landlord does any of these things, the tenant may terminate the lease or sue the landlord for possession of the property, and in either case the tenant can recover damages equal to three months' rent and attorney's fees. (Neb. Rev. Stat. § 76-1430). If your landlord locks you out of your apartment before being evicted, call an attorney or your local sheriff.

Most of the time, eviction can be prevented if the tenant is responsive to the landlord's concerns and proactive in addressing problems that arise. Before the landlord files an eviction petition, the landlord **MUST** give the tenant a notice that says what the problem is and what the tenant must do to avoid eviction. Depending on the situation, this notice may be a 3-day notice to pay rent or a 14/30-day notice for any other violation of the lease. For more information about these notices, see ***Nonpayment of Rent & 3-Day Notice*** and ***14/30-Day Notice to Tenant*** on page 17. If the tenant is unable to resolve the situation, the tenant may be able to avoid eviction by seeking a mutual termination. For more information about mutual terminations, see ***Mutual Termination***, below.

Generally, eviction is a process that takes 2 to 3 weeks. After giving the appropriate notices, the landlord begins the eviction process by filing a petition in county court. The court sets a hearing date between 10 and 14 days after the petition is filed, and issues a summons to the tenant. The county sheriff serves the summons and petition on the tenant. The summons tells the tenant where and when to appear for the first hearing. At the first hearing, the judge will determine whether the tenant will be removed from the rental unit or not. If the judge decides the tenant should be removed, the sheriff will go to the rental unit to remove the tenant within 10 days of the hearing. If the landlord is also asking for unpaid rent or money to pay for damages to the rental unit, the court will set another hearing date to decide what, if any, money the tenant still owes the landlord.

If you receive a summons, **GO TO YOUR HEARINGS**. If you do not go to your hearings, you will lose automatically. You should also talk to an attorney about your situation. If you qualify for Legal Aid of Nebraska's services, contact them immediately to set up representation. Otherwise, contact a private attorney for representation.

Mutual Termination

The landlord and tenant can mutually agree to end the lease at any point. This agreement is called a mutual termination. The mutual termination is a negotiated agreement, and it can end the lease on whatever terms are agreeable to both parties. Neither party is required to agree to a mutual termination. The terms of the mutual termination should benefit both parties. The mutual termination should at least set the move-out date, determine what happens to the security deposit, and set the amount and schedule payment of any money owed to one party by the other.

In the face of eviction, the mutual termination can be valuable to both the landlord and the tenant. For the tenant, the mutual termination gives a set move-out day, avoids an eviction on the tenant's rental history, and may maintain eligibility for certain rental subsidies. For the landlord, the mutual termination gives a set date to take possession which may be quicker than the eviction process and may save the landlord the costs of filing the eviction and hiring an attorney.

The mutual termination can also be valuable for the tenant when the tenant wants to move during the term of the lease. In this situation, the mutual termination provides certainty in an otherwise uncertain situation – it gives a set move-out date, a smooth return of the property to the landlord, and establishes whether the tenant owes the landlord any money for leaving the lease early and should establish a payment schedule for any money owed. See back of packet for a sample mutual termination form. For more information about a tenant moving out early, see ***Breaking a Lease***, below.

Breaking a Lease

Sometimes a tenant will desire to move out of the property during the term of the lease. When the tenant does not have a right to terminate the lease, but decides to vacate the property regardless, the tenant "breaks" the lease. Breaking the lease is usually a bad choice. Breaking the lease can expose the tenant to significant financial liability and looks bad on the tenant's rental history. If the tenant has the right to terminate the lease, the tenant should do so; otherwise the tenant should try to negotiate a mutual termination with the landlord. For more information about some of the circumstances which might give a tenant the right to terminate the lease, see ***14/30-Day Notice to the Landlord*** on page 13, ***Access*** on page 15, and ***Fire and Casualty Damage*** on page 14.

Breaking the lease can be expensive for the tenant. The landlord can hold the tenant responsible for the damages the landlord suffers because the tenant is not completing the lease. These damages include the rent that is due under the lease that the landlord does not collect from a new tenant and the landlord's expenses to advertise the property for rent. The

tenant is still bound by the promise to pay rent even though the tenant has left the property. This means that, if the landlord is unable to rent the property to someone else, the tenant is still responsible to pay the whole rent for the rest of the lease term. The landlord has a duty to try to find a replacement tenant, but the tenant should not assume that the landlord will be able to do so immediately.

If the tenant wants to move out during the term of the lease, the tenant should first check the lease to see if it contains an early termination option. Some leases provide that the tenant can end the lease early by paying a certain fee – this fee varies from lease to lease. If the lease does not provide an early termination option, or if that fee is too much, the tenant may approach the landlord to negotiate a mutual termination.

Discrimination

In Nebraska, it is illegal for landlords to discriminate based on a potential tenant's status as a member of any of the following protective classes: race, color, religion, national origin, familial status, sex, or disability. This type of discrimination is against Federal law, State law, and, in some locations, city ordinance. If a tenant suspects discrimination by a landlord, the tenant should contact one of the following agencies to make a complaint and get the situation resolved:

Nebraska Equal Opportunity Commission (NEOC):

Lincoln Office:

Nebraska State Office Bldg.
301 Centennial Mall South,
5th Floor
P.O. Box 94934
Lincoln, NE 68509-4934
Tel: (402) 471-2024 *or*
1-800-642-6112

Omaha Office:

State Office Bldg.
1313 Farnam-on-the-Mall,
3rd Floor
Omaha, NE 68102-1836
Tel: (402) 595-2028 *or*
1-800-382-7820

Scottsbluff Office:

Panhandle State Office
505A Broadway, Suite 600
Scottsbluff, NE 69361-3515
Tel: (308) 632-1340 *or*
1-800-830-8633

Housing and Urban Development (HUD) Omaha Field Office:

Edward Zorinsky Federal Building, Suite 329
1616 Capitol Avenue
Omaha, NE 68102-4908
Tel: (402) 492-3101

Lincoln Commission on Human Rights (for complaints in Lincoln):

555 S 10th St, Ste 304
Lincoln, NE 68508
Tel: (402) 441-7624

Omaha Human Rights and Relations (for complaints in Omaha):

1819 Farman St., Ste 502
Omaha, NE 68183
Tel: (402) 444-5055

Fair Housing Center of Nebraska-Iowa

Tel: 402-934-6675 or 800-669-3247

Therapy Animals

If the tenant requires a therapy animal or service animal to assist the tenant in dealing with a physical or mental disability, the Fair Housing Act will allow the tenant to have that animal in the property. The Fair Housing Act requires that the landlord allow the tenant to keep the therapy or service animal as a reasonable accommodation for the disability. The landlord is not allowed to treat the tenant differently because of the animal, as that differential treatment would be discrimination based on the tenant's disability. The landlord may not refuse to rent to the tenant and may not charge the tenant any additional rent, fee, or deposit because of the animal.

If the tenant requires a therapy or service animal, the tenant should inform the landlord before moving in, and should be prepared to verify that the animal is necessary to treat the tenant's disability, this can be done with something as simple as a note from a doctor. The tenant should be prepared to provide support from the medical or mental health professional that is treating the tenant's disability. In addition, the tenant remains responsible to pay for any damages caused by the animal. If the tenant needs a therapy or service animal after they move into the unit, they should give a special accommodation form explaining the animal and the doctor's note **before** they bring in the animal into the unit.

Tenant's Personal Property

Neb. Rev. Stat. §§ 69-2301 – 69-2314

When a tenant vacates the property and leaves personal property behind, Nebraska law requires the landlord to give the tenant an opportunity to retrieve it. The landlord must send a written notice to the tenant within six months of the tenant vacating the property describing the property, stating that reasonable storage costs may be charged, stating the location and date by which the tenant must claim the property. If this notice is delivered personally to the tenant, it must give the tenant at least seven days to claim the property. If the notice is mailed, it must give the tenant at least 14 days to claim the property. The tenant must pay the reasonable costs of storage before taking possession of the personal property.

The notice must also state whether the landlord believes the property to be worth more or less than \$2,000.00. If the property goes unclaimed after the notice, and the unclaimed property is worth more than \$2,000.00, the landlord must arrange a sale of the property, collect the costs of storage, transport, and sale out of the sale proceeds, and turn the rest over to the State Treasurer as unclaimed property. If the unclaimed property is worth less than \$2,000.00, the landlord may dispose of the property however the landlord sees fit, including keeping it, selling it, and destroying it without any further notice. The tenant may claim the property at any point before the sale; however, if the tenant waits until after the deadline in the notice, the tenant will be responsible for the costs of sale the landlord has already incurred as well as the costs of storage and transport.

The tenant can speed up this notice process by giving the landlord a written notice within 14 days of vacating the property. This notice must identify the personal property, request its return, and give the mailing address of the tenant. After the landlord receives the notice, the landlord has five days to either return the property or give the tenant an itemized list of all the storage

and transportation costs. Within 72 hours after the tenant pays these costs, the property must be turned over to the tenant at an agreed-upon time and place.

Renters Insurance

Every tenant should consider purchasing renters insurance. Renters insurance covers the renter's personal property against loss or damage due to theft, fire, water damage, or other casualty loss. Generally, a tenant can choose between two types of coverage: replacement coverage, or market-value coverage. Replacement coverage is the more expensive of the two, because it pays for the full cost of replacing the damaged property. In contrast, market-value coverage simply pays the market-value of the property in its condition at the time of the loss. A renters insurance policy purchased by the tenant is the only insurance which will cover the tenant's property in most casualty or theft situations. Though the landlord carries insurance on the building itself, that policy does NOT cover the tenant's property.

Renters insurance is usually very affordable, running from \$10 to \$20 a month or \$100 a year. Each tenant should compare prices from multiple insurers to find the best price and coverage for that tenant's specific situation. Many insurers offer discounts if a tenant purchases multiple types of insurance, such as car insurance and renters insurance.

Community Action Services

For information on any of the services below please contact
Community Action | 210 'O' Street | Lincoln, NE 68508
Phone: (402) 471-4515 or www.communityactionatwork.org

Early Childhood Education

Early Head Start: Early Head Start provides prenatal and early child development support services to income-eligible-children ages birth to three, pregnant women, and their families. Early Head Start services are available through a home-based program option, and a center-based option, and a blended learning option.

Head Start: Head Start provides early child development services to income-eligible-children ages three to five years of age, and their families. The program aims to prepare children for success in kindergarten and beyond. Head Start services are available through a home-based program option, and a center-based option, a blended learning option, and through Wahoo Elementary School.

Foster Grandparent Program: Our Foster Grandparent Program supports the developmental needs of children in our Lincoln based Head Start Centers. We actively recruit seniors age 55 and up to participate in this program, who serve as role models, mentors, and friends to children with exceptional needs.

Homelessness Prevention

Emergency Services:

Our Emergency Services Program provides emergency financial assistance with past-due rent for households with an eviction notice, utilities for households with a disconnect notice, and rent deposit for households transitioning out of homelessness. The program also provides assistance to Lincoln tenants who have been displaced after their homes have been deemed uninhabitable. Case management, including budgeting assistance, is provided.

Supportive Housing Program:

Our Supportive Housing Program transitions families experiencing homelessness into permanent housing. Families participating in the program receive regular in-home case management with a goal to become fully self-sufficient by program exit..

Representative Payee: Our Representative Payee Program oversees responsible use of benefit payments for those receiving S.S.I. or S.S.D.I. and are required to have a Payee.

Affordable Housing: Through our subsidiary non-profit, Lincoln Action Program Housing Development Corporation, we provide safe, decent, affordable housing through two low-income housing tax-credit financed rental developments in Lincoln and Wahoo.

Tenant Support Services: Remaining in stable housing often simply means having the knowledge and tools you need to be a successful renter. Our Tenant Support Specialist is available to answer your questions as they pertain to landlord/tenant law in Nebraska and provide mediation as necessary.

Financial and Family Well-Being

Free to Save Matched Savings:

The Free to Save Matched Savings Program offers financial education and 4:1 savings match for home and vehicle purchases, post-secondary education, and small business start-up or expansion.

Opportunity Passport Program: In partnership with the Nebraska Children and Families Foundation, Opportunity Passport provides savings match and financial coaching to youth ages 14-26 who are in or have aged out of the foster care system. Savings and match may be used for housing, medical, education, vehicles, business start-up or expansion, or other purchases to support greater independence.

Weatherization:

Does your home feel drafty? Do you think you are paying too much for utilities? Our Weatherization Program can assist with making your home more energy efficient. Services may include furnace and/or water heater repair/replacement, window/door weather stripping, and insulation installation. This program is available to both owners and renters in Lancaster and Saunders Counties.

ITIN Application Assistance:

An ITIN, or Individual Tax Identification Numbers, is required to file taxes for individuals who do not have or are not eligible to obtain a Social Security number. We are a Certifying Acceptance Agent for ITIN applications.

Financial Coaching: Navigating the ins and outs of managing personal finances can be tricky. We provide financial coaching and one-on-one support to give you the skills to save, build/improve credit, reduce debt, and more.

Lincoln Community Response: Lincoln Community Response is a system of supports focused on enhancing family well-being. The program provides case management and connects families to helpful community resources geared toward preventing entry into the child welfare system.

Hunger Relief and Healthy Food Access

Free Evening Meals: The Gathering Place Kitchen located at 1448 E Streets in Lincoln provides hot meals Monday through Friday from 5:00 – 6:00 p.m.

Forms for Common Letters and Notices

Sample Request for Repairs – Use this form to request repairs from your landlord.

Sample 14-day/30-day Notice of Noncompliance – Use this form when your landlord has failed to maintain the property and you want to terminate the lease if the landlord does not fix the problems.

Sample 14-day Notice of Noncompliance – Use this form to terminate the lease when you already gave a 14-day/30-day Notice to your landlord, the landlord fixed the violations, and then the landlord violated the lease again **in the same way** within six months of your original notice.

Sample Notice of Failure to Provide Essential Services – Use this form when the Landlord has failed to provide essential services and you desire to exercise the rights listed on the form.

Sample Notice of Fire or other Casualty Damage – Use this form when your rental property is significantly damaged by fire or another casualty and you wish to remain in the property but part of it is unusable.

Sample Notice of Termination for Fire or other Casualty Damage – Use this form when your rental property is significantly damaged by fire or another casualty and you wish to terminate the lease.

Sample Notice of Termination for Abuse of Access – Use this form when you wish to terminate your lease because your landlord entered the rental property without giving the proper notice.

Sample 30-day Notice of Termination of Month-to-Month Tenancy – Use this form when you rent month-to-month and want to move out.

Sample Notice of Absence – Use this form when your lease requires you to give notice of an extended absence.

Sample 5-day Notice of Termination – Use this form when you wish to terminate the lease because the landlord failed to turn over possession of the property to you as required in the lease.

Sample Notification of Forwarding Address – Use this form to provide your forwarding address when you move out.

Sample Request for Accommodation – Use this form to request an accommodation for a disability from your landlord.

Sample Request for the Return of Personal Property – Use this form to request the return of personal property which was left in the rental property when you moved out.

Sample Mutual Termination Form – Use this form to end a lease early with the approval of the landlord

Request for Repairs

To: _____

Date: _____

RE: Request for Repairs at _____

Dear _____,

This is a request for repairs to the property at _____
specifically; the following repairs need to be made: _____

Please complete these repairs by _____. Please ensure that you give notice at least one day before you, your contractor, or your employee enters the rental property.

Tenant Signature

Tenant Signature

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

14-Day/30-Day Notice of Noncompliance

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. §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.

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

14-Day Notice of Noncompliance

To: _____

From: _____

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

This violation is substantially the same violation that was the subject of the 14-day/30-day Notice of Noncompliance dated _____. Because this violation occurred a second time within 6 months after the first notice, I/we will terminate our lease 14 days from the date of this notice.

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Notice of Failure to Provide Essential Services

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. §76-1427, that you have failed to provide the following essential services: _____
at the rental property located at: _____
since _____.

I/we hereby notify you that: *(check one)*

I/we will purchase the service and deduct the cost of doing so from rent;

OR

I/we will be residing at _____
until you have notified me/us that the services have been restored. I/we will be excused from paying rent until you reinstate the services and notify us of that occurrence.

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Notice of Fire or other Casualty Damage

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. §76-1429, that the rental property I/we rent at _____ has been damaged or destroyed by _____ which occurred on _____. The damage from this casualty has substantially impaired my/our enjoyment of the property. The following rooms are uninhabitable: _____

I/we have vacated these rooms and demand that the rent be reduced proportionally while these rooms remain uninhabitable.

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Notice of Termination for Fire or other Casualty Damage

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. §76-1429, that the rental property I/we rent at _____ has been damaged or destroyed by _____ which occurred on _____. The damage from this casualty has substantially impaired my/our enjoyment of the property. I/we have vacated the property on _____ and this notice terminates the lease as of that date.

You are required to refund all prepaid rent and security. Please forward this sum immediately to the following address: _____

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Notice of Termination for Abuse of Access

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. §§76-1423 and 76-1438, that the rental agreement for the property at _____ will terminate immediately. You abused your right of access to the property on _____ by entering the property in the absence of an emergency without invitation or proper notice.

You are required to refund all prepaid rent and security. Please forward this sum immediately, along with damages in the amount of \$_____, which is the greater of one month's rent or the actual damages which were suffered as a result of your abuse of access.

Please forward all amounts to the following address: _____

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___mailed first class postage prepaid ___ hand delivered on: _____
to: _____

**30-Day Notice of Termination
Of Month to Month Tenancy**

TO: _____

You are hereby notified pursuant to Neb. Rev. Stat. §76-1437 that the rental agreement for the premises located at _____ will terminate on _____ (a rental due date at least 30 days after the notice date).

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____
to: _____

Notice of Absence

To: _____

From: _____

This is to notify you that we will be absent from the property we rent from you at:

from _____ until _____.

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

5-Day Notice of Termination

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. §76-1426, that the rental agreement for the property at _____ will terminate five days from the date of this notice. You have failed to deliver possession of the property in accordance with the lease and Neb. Rev. Stat. §§76-1418 and 76-1419.

You are required to refund all prepaid rent and security. Please forward this sum immediately to the following address: _____

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Forwarding Address Notification

Date: _____

To: _____

RE: Forwarding Address Notification

Dear _____;

Pursuant to Neb. Rev. Stat. §76-1416(2), I am providing you with my forwarding address where my security deposit can be sent after the end of my tenancy. My forwarding address is _____
_____.

In accordance with the statute, you have 14 days from the end of my tenancy to return the balance of the security deposit along with an itemized statement of any deductions.

Sincerely,

Tenant Signature

Tenant Signature

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Request for Accommodation

To: _____

Date: _____

RE: Request for Accommodation

Dear _____,

This is a request for an accommodation for a disability under the Fair Housing Act (42 U.S.C. §§ 3601 – 3619) at the property at _____

Specifically, the following accommodation is necessary for our use and enjoyment of the property: _____

This accommodation addresses the needs of my/our disability in the following ways: _____

Under the Fair Housing Act, you are required to keep all information regarding this or any other disability strictly confidential. Do not share this information with anyone without written permission from me/us or a Court Order forcing you do disclose this information.

Tenant Signature

Tenant Signature

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____

to: _____

Request for the Return of Personal Property

To: _____

From: _____

This is to notify you, pursuant to Neb. Rev. Stat. § 69-2311, that when I/we vacated the rental property at _____ on _____, some of my/our personal property remained in the premises. Specifically, you have possession of the following personal property of mine/ours: _____

You are required to surrender this property to me/us. Please schedule this surrender by contacting me/us at the following address: _____

Tenant Signature

Tenant Signature

Dated: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____
to: _____

Mutual Termination Agreement

For good and valuable consideration, _____, landlord, and _____, tenant, agree to terminate the lease/rental agreement presently in force and dated _____. Said lease/rental agreement for the property located at _____, shall become null and void, once consideration has been given and terms and consideration are complied with, as described below, and this document is executed by all parties.

Terms of Consideration

In this mutual termination, both landlord and tenant agree to the disposition of deposits and financial responsibilities in the following manner:

 Tenant Date

 Tenant Date

 Landlord Date

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was ___ mailed first class postage prepaid ___ hand delivered on: _____
 to: _____

