

# **LANDLORD AND TENANT** **HANDBOOK**

## HOTLINE INFORMATION

Legal Aid of Nebraska developed this Landlord and Tenant Handbook. Legal Aid of Nebraska is a private, non-profit law firm that provides free legal services to low-income and elderly Nebraskans. If you would like more information about Legal Aid of Nebraska, or if you would like to make a donation, please visit [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

To apply for services online 24/7, go to [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

To apply for services over the phone, please call:

- AccessLine® at 1 (877) 250-2016
  - For Spanish, press #2
  - Monday & Wednesday 8:30 a.m. to 11:30 a.m. CST
  - Tuesday & Thursday 1:00 p.m. to 4:00 p.m. CST
- Elder AccessLine® at 1 (800) 527-7249
  - For people over age 60
  - Monday – Thursday 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 3:00 p.m. CST
- Native American AccessLine® at 1 (800) 729-9908
  - Monday – Friday 9:00 a.m. to 12:00 p.m. CST
- Rural Response Hotline at 1 (800) 464-0258
  - Monday – Friday 8:00 a.m. to 5:00 p.m. CST
- Disaster Relief Hotline at 1 (844) 268-5627
  - For victims of a recent disaster, such as a tornado or flood
  - Monday – Thursday 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 3:00 p.m. CST
- Legal Assistance for People with Developmental Disabilities (LAPDD)  
(Douglas County only) at 1 (844) 535-3533
  - Monday – Thursday 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 3:00 p.m. CST
  - Friday 9:00 a.m. to 12:00 p.m. CST
- Beginning Farmer & Rancher Development Program Hotline at 1 (855) 660-1391
  - Monday – Friday 8:00 a.m. to 5:00 p.m. CST

## **IMPORTANT DISCLAIMER**

The information in this Handbook is for educational purposes only. This Landlord and Tenant Handbook does not create an attorney-client relationship between you and Legal Aid of Nebraska’s attorneys. Nothing in this Handbook should be considered legal advice or used as a substitute for legal advice.

The information in this Handbook is based on generally applicable Nebraska law. Some laws and procedures may vary depending on where you live and the specifics of your case. If you want legal advice about your specific issue, you must contact an attorney. To apply for assistance from Legal Aid of Nebraska, call our AccessLine® at 1 (877) 250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

## **TABLE OF CONTENTS**

HOTLINE INFORMATION .....	2
IMPORTANT DISCLAIMER.....	3
INTRODUCTION .....	5
What This Handbook Is and How to Use It .....	5
Nebraska Landlord and Tenant Law .....	5
What This Handbook Does Not Cover .....	5
TERMS TO KNOW .....	7
BEFORE YOU RENT .....	11
What to Look For .....	11
Rental Agreements .....	13
What to Look for in a Rental Agreement.....	14
Move in Checklist .....	21
Problems at the Start of Your Tenancy .....	21
WHILE YOU’RE RENTING.....	23
Landlord Responsibilities.....	23
Your Responsibilities as a Tenant.....	24
When Your Landlord Can Enter Your Unit.....	25
Sending Notices.....	25
Problems While Renting .....	26
ENDING YOUR TENANCY.....	32

You Want to Move Out.....	32
Your Landlord Wants You to Move Out .....	34
Eviction Process .....	37
Move Out Checklist .....	44
Getting Your Security Deposit Back.....	45
<b>DISCRIMINATION .....</b>	<b>47</b>
What Is Discrimination in Housing?.....	47
Who Is Protected? .....	48
What Actions Are Covered? .....	48
What Is a Reasonable Accommodation?.....	48
What If I Have a Service Animal or Emotional Support Animal?.....	49
What Can I Do If I Think I Have Been Discriminated Against? .....	50
<b>WHERE TO GO FOR HELP IF YOU CANNOT AFFORD A LAWYER.....</b>	<b>52</b>
Low-Income Legal Services.....	52
Law School Legal Clinics .....	53
Self-Help Resources .....	53
Libraries .....	54
Referral Services .....	55
<b>SAMPLE LETTERS AND CONDITION CHECKLIST .....</b>	<b>56</b>
Request to Make Repairs.....	57
Request to Make Repairs Within 14 Days .....	58
Request to Make Repairs Within 14 Days – Code Enforcement .....	59
30 Day Notice to Terminate If Repairs Not Made in 14 Days.....	60
Notice of Address for Return of Security Deposit .....	61
Demand for Security Deposit.....	62
Notice of Abuse of Access .....	63
Notice of Termination of Rental Agreement.....	64
Mutual Termination Agreement.....	65
Condition Checklist.....	66

## **INTRODUCTION**

### **What This Handbook Is and How to Use It**

This Handbook explains the basics of Nebraska landlord and tenant law. You can use this Handbook as a starting place to educate yourself about the law and your rights. The law is complicated and can be confusing, and this Handbook cannot cover every situation. If you have a specific landlord-tenant issue or receive eviction papers, call an attorney as soon as possible. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1 (877) 250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

### **Nebraska Landlord and Tenant Law**

In Nebraska, the Uniform Residential Landlord and Tenant Act covers the area of law related to renting. The Act is made up of different sections that explain what landlords and tenants can and cannot do in different situations. This Handbook includes the section of the law that covers each topic. You will see the law written as “Neb. Rev. Stat. § 76-14\_\_.” “Neb. Rev. Stat.” stands for Nebraska Revised Statute, which is the formal name for laws. The “§” symbol means “section.” The number tells you where to look in the state laws to find the law that covers your issue. The landlord and tenant law are in Chapter 76, sections 1401 through 1449. It is important to know that laws can change and you can see the most up-to-date version of the law by visiting the official site of the Nebraska Legislature at [www.nebraskalegislature.gov/laws](http://www.nebraskalegislature.gov/laws).

### **What This Handbook Does Not Cover**

This handbook is limited to issues covered by the Nebraska Uniform Residential Landlord and Tenant Act. The URLTA does not apply to every type of rental agreement. Even if this law does not cover your living arrangement, there are other laws, which do apply to your situation. Please contact Legal Aid of Nebraska or a private attorney for more information.

#### Mobile Homes

URLTA does not cover the renting of a mobile home space or lot.

#### Public Housing or Vouchers

URLTA does apply to federally subsidized housing like public housing or Section 8 vouchers, but it is important to know that additional laws and regulations apply to this type of housing.

#### Reservation or Tribal Housing

If you are Native American, eligible for enrollment in a tribe, or live on a reservation or in tribal housing, call our Native American AccessLine® at 1 (800) 729-9908 or apply online for more information. [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

Dorms

URLTA does not apply to dormitories or college or university provided housing.

Fraternity or Sorority Houses

URLTA does not apply to housing provided to members of fraternal or social organizations.

Employer-Provided Housing

URLTA does not apply to housing provided by your employer if it is a condition of your employment.

## TERMS TO KNOW

Tenant: A person who rents a house, apartment, or room. Other terms for tenants can include renter or lessee.

Landlord: A business or person who owns or manages a rental unit, and who rents or leases the rental unit to another person, called a tenant. Another term for a landlord is lessor.

Rental Agreement: An oral or written agreement between a tenant and a landlord, made before the tenant moves in, which establishes the terms of the tenancy, such as the amount of the rent and when it is due. Another term for rental agreement is lease.

- **Note:** It is usually better to have a written rental agreement, so there is a clear record of the rights and responsibilities of both landlord and tenant.

Sublease: A rental agreement between a tenant and a third party. When a tenant rents the unit, they are currently renting from a landlord to another person they are called a sublessor. The person renting the unit is called a sublessee. Tenants should not sublet their rental unit to another person without first getting permission from their landlord. Many leases prohibit a tenant from renting their unit to another person. When a sublease exists, the original tenant is usually still responsible for following the rental agreement, even though they are renting the unit to someone else.

Dwelling Unit: The house, apartment, or room that someone rents.

- **Note:** This Handbook uses “unit” to refer to the place you rent, whether it is a house, apartment, room, or other space.

Notice: The way to let someone know about any legal process that affects his or her rights and responsibilities. You can usually give notice by mailing or handing someone a written note or letter. For example, landlords must give tenants notice before going to court to evict them. Tenants must give landlords notice of any problems in the unit that require repair or attention. Tenants must also give notice before moving out.

- For information on sending notices, see “**Sending Notices**” on page 25.

Utilities: Services like gas, electricity, water, cable, and internet that you use in your unit. Your rental agreement should explain what utilities the landlord pays and what utilities the tenant pays.

Rent: The amount of money a tenant pays to a landlord under the rental agreement.

Eviction: The legal process of removing a tenant from the unit. A landlord cannot evict a tenant without first going to court and getting a court-ordered eviction. The legal term for an eviction is “restitution of premises”.

- For more information about evictions, see “**Eviction Process**” on page 37.

Security Deposit: Money that a new tenant pays in addition to rent and application fees as a measure of security to the landlord. The landlord holds onto this money and can use it to pay for repairs or rent owed after the tenant moves out. If the tenant does not owe any rent and leaves the property clean and in good repair, the landlord must return the security deposit within 14 days after the tenant moves out. By law, a security deposit cannot be more than the amount of one month's rent. Landlords can charge an extra pet deposit or fee if the tenant has pets. By law, a pet deposit cannot be more than one quarter of one month's rent.

- For information on how to get your security deposit back, see **“Getting Your Security Deposit Back”** on page 45.

Owner: A person who legally owns a property.

Essential Services: Heat, hot and cold running water, sewage or septic disposal, and electricity. This may also include gas or air conditioning if your lease or local law requires the landlord to supply those services to the tenant.

Notice to Quit: A written notice from a landlord to a tenant or from a tenant to a landlord that officially terminates a tenancy. However, if you receive a notice to quit, this does not mean you have to move out by the date on the notice. A landlord must always get a court's permission to evict a tenant. These notices can also be called: Notice to Vacate or Notice to Terminate.

- For information about this type of notice, see **“Ending Your Tenancy”** on page 32.

Mutual Termination Agreement: A written agreement between a landlord and tenant ending the tenancy. The agreement usually includes the move out date, what happens to the security deposit and any prepaid rent, and the amount and payment schedule of any money owed.

- For a sample agreement, see **“Mutual Termination Agreement”** on page 64.

Restitution of Premises: The legal term for an eviction, or giving the rental unit back to the landlord.

- For more information about evictions, see **“Eviction Process”** on page 37.

Complaint: The document a party uses to begin a lawsuit.

- **Example**: If a landlord wants to evict a tenant, they need to file a complaint for restitution of premises (eviction) with the court. The complaint must state the legal reasons why the landlord believes the court should evict the tenant.
- For more information, see **“Step 4: You Get Legal Papers from the Court”** of the **“Eviction Process”** on page 39.

Summons: A written notification from a court informing you that you are a party to a lawsuit. A sheriff or constable will give you the summons by handing it to you in person or by posting a copy

to your front door and then mailing you a second copy. The summons will tell you when and where your court hearing will be.

- **Example:** If a landlord files a complaint with a court for restitution of premises (eviction), the court will give the tenant notice of the lawsuit by having a sheriff or constable deliver the summons and a copy of the complaint to the tenant.
- For more information, see “**Step 4: You Get Legal Papers from the Court**” of the “**Eviction Process**” on page 39.

Plaintiff: The person who brings a lawsuit. The landlord is the plaintiff in an eviction case.

Defendant: The person who has been sued. A tenant is the defendant in an eviction case.

Answer: A court document that a defendant files in response to a plaintiff's complaint in a lawsuit. In an eviction case, the defendant is the tenant, and they can file an answer on or before the hearing date.

- **Example:** If a landlord files a complaint with the court for restitution of premises (eviction), the tenant can file an answer stating the legal reasons why they should not be evicted.
- For more information, see “**Step 5: You Can Respond to Your Landlord's Case**” of the “**Eviction Process**” on page 39.

Defense: A legal reason that a defendant should not be held responsible for a legal claim made by a plaintiff.

- **Example:** If a landlord files a complaint with the court for restitution of the premises (eviction), the tenant may have a defense if the landlord did not give them the right notice.
- For more information, see “**Step 5: You Can Respond to Your Landlord's Case**” of the “**Eviction Process**” on page 39.

Counterclaims: A legal claim made by a defendant in a lawsuit that sues the plaintiff for a wrong.

- **Example:** If a landlord files a complaint with the court for restitution of the premises (eviction), the tenant may have a counterclaim for unlawful ouster if the landlord shut off the electricity.
- For more information, see “**Step 5: You Can Respond to Your Landlord's Case**” of the “**Eviction Process**” on page 39.

Unlawful Ouster: The legal term for when a landlord evicts a tenant without a court order. Unlawful ousters can happen when a landlord changes the locks or shuts off utility services like gas, electricity, or water in an effort to force a tenant to leave.

- For more information on unlawful ouster, see “**Landlord Has Locked You Out**” on page 30.

Abuse of Access: When a landlord misuses their limited right to access a rental unit. Unless there is an emergency, a landlord cannot enter a unit without first giving the tenant written notice at least 24 hours before and getting the tenant's consent to enter.

- For more information on abuse of access, see **“When Your Landlord Can Enter Your Unit”** on page 25.

Hearing: A formal process where a judge, a hearing officer, or other officials listen to the parties, consider evidence, and make a ruling or decision. In eviction cases, the hearing is the same thing as a trial.

- For more information on eviction hearings, see **“Going to Court”** in the **“Eviction Process”** on page 40.

Default Judgment: A court decision in favor of one party in a lawsuit if the other either failed to respond to a complaint within the time required by law or failed to appear in court on the date of the hearing.

- **Example**: If a landlord files a complaint with the court for restitution of the premises (eviction) and the tenant does not show up at the hearing, the judge will order a default judgment and approve the eviction.
- For more information, see **“Going to Court”** in the **“Eviction Process”** on page 40.

## **BEFORE YOU RENT**

### **What to Look For**

#### Search for Information Online

You can find a lot of good and bad information online about rental units and landlords. It is important to evaluate the accuracy and trustworthiness of any website you visit. If you have legal questions, it is best to contact an attorney.

There are many websites that have information including reviews, photos, and prices on different rental options in your area. It can be helpful to review these websites to find the housing option that best meets your needs. These websites can also point to some problem areas that you may want to ask about before you sign a lease.

You can also use the internet to search for details about the neighborhood to see if the neighborhood meets your needs. You may want to find out the distance to your work/school, nearby grocery stores and restaurants, which school district your children would be in, and access to public transportation.

You may want to see the complaints people have made about a house or apartment before you decide to rent it. Finding out what complaints people have had in the past might give you an idea of what to look out for when touring the unit. Contact your city office to find out if you can search housing complaints in your city. To search for past complaints about a unit in Lincoln or Omaha you should do the following:

- Omaha: You can check past complaints either online or by phone. The system only allows you to check complaints by a specific address, so if your landlord owns units in multiple locations, one search may not come up with every complaint against the landlord.
  - By phone: Call (402) 444-5371, ext. 2070.
  - Online: Visit [www.enforceomaha.com](http://www.enforceomaha.com). Then click the “Enforcement” tab. Scroll to the bottom of the page to the “General Search” section. Type in the address.
- Lincoln: You can check past complaints online. To do this you must create an account at [www.permits.lincoln.ne.gov/citizenAccess/default.aspx#s](http://www.permits.lincoln.ne.gov/citizenAccess/default.aspx#s). After you create an account, type the address of the unit into the search bar on the home page. You can also search by clicking “Search Records/Application” under the “Advanced Search” tab. From there, you can type in the address.

#### Tour the Unit

Once you find a unit that you like, you should call or email to set up a tour to see the property and meet the landlord or property manager. You may have to call a few days in advance to schedule a tour. If possible, it is best to tour the exact unit you would like to rent. If that is not possible, you should at least tour a unit that is the same model and in the same building as the unit you would like to rent.

During the tour, you should ask any questions you have about the unit. Here are some suggested questions:

- What utilities would I pay? On average, how much does that cost per month?
- What is the parking situation? Will I have an assigned spot? Do people ever have trouble finding parking? If I have guests, where can they park?
- Are there any amenities (pool, community room, gym, etc.)?
- How will I do laundry? Are there laundry machines in my unit or in the complex, or will I need to go elsewhere to do my laundry? How much does laundry cost? Are there enough laundry machines for the number of people who use them?
- How quickly do you respond to maintenance issues? Is there a 24-hour maintenance number? Will I be in charge of any maintenance matters or costs? Am I charged for maintenance calls?
- Who will be in charge of lawn care and snow removal? If I am in charge of lawn or snow care, will my rent be less to reflect that?
- Is there controlled access to the building? Can anyone enter the common areas of the building, or do they need a key?
- If the unit is a room in someone else's house or apartment: Does the room have its own lock? What common areas can you use? Who is living in the other rooms of the house or apartment?
- Are pets allowed? Are there any breed or weight restrictions on pets? Is there a pet fee or deposit?

A tour is also a good time to look at the general condition of the unit and see if it is a place you would like to live. Some things that you should pay attention to:

- If the unit is part of a larger complex, are the common areas well maintained?
- Is the individual unit clean and in good repair? Things you should look for:
  - Is there any visible water damage?
  - Is there any visible mildew or mold?
  - Are there any holes in the floor, wall, or ceiling?
  - Is anything broken?
  - Are the walls and floors clean?
  - Do all the appliances appear to be working?
- Do you see any evidence of a bug or rodent problem?
- During your tour can you hear noise from the neighbors or the street?
- Does there appear to be enough parking for the number of units?
- If you need a handicap accessible home: Is the unit handicap accessible? Are the common areas of the building handicap accessible?

If possible, you should tour several different units to make sure you find the best option for your housing needs.

## Apply to Live There

If you tour the unit and decide you would like to rent it, you should ask the landlord how you can apply to live there. Many landlords have a paper or online application that you can fill out. You may also need to pay an application fee to apply. The application fee will likely not be refunded to you, so it is a good idea to wait until you are sure that you want to live somewhere before you pay the application fee.

The money from your application fee will likely be used to cover the landlord's cost in performing a background check, tenant history check, and credit check. You have rights if the landlord refuses to rent to you or makes you pay more in rent because of something found in a background check. You have a right to a free copy of the report that the landlord used in making its decision, and the name of the agency that performed the check. If you believe that the information in one of these reports is not right, you can dispute it. To dispute information in these reports, you should contact the agency that performed the check. You can also contact any other organization if you believe they have supplied incorrect information to the agency that performed the check. For example, if your credit score is going down because your credit card company is reporting that you owe \$1,000 in credit card debt but you do not owe this debt, you should contact your credit card company so that they can get this error off of your reports. It is usually a good idea to dispute inaccurate information that you find in any of these checks.

## **Rental Agreements**

### Written

You are bound by the terms of any rental agreement that you sign, so it is important to read them carefully before you sign. Your rental agreement should clearly state what you and your landlord's responsibilities are under the agreement. Look over **“What to Look for in a Rental Agreement”** on page 14, and make sure that your rental agreement addresses the different topics found in that section. If you sign an agreement, your landlord must give you a copy of the agreement. If your landlord refuses to give you a copy of your rental agreement, contact an attorney. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1 (877) 250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

### Verbal

A verbal rental agreement is an agreement about the terms of your rental between you and your landlord that is not written down. A verbal agreement should cover everything in the section **“What to Look for in a Rental Agreement”** on page 14. A verbal agreement is still legally binding on both parties, but a verbal lease cannot last longer than a year. **You still have rights under a verbal agreement.**

It is almost always better for you to have a written rental agreement. A written rental agreement provides clear evidence of what your responsibilities are and what your landlord's responsibilities are. With a written agreement there will often be less disagreement as to the terms of the rental agreement. If you only make a verbal agreement with your landlord, there is less proof of the terms of your rental agreement.

If you have a verbal rental agreement it is even more important to get other pieces of evidence to show the terms of your rental agreement. For this reason, you should make sure to get a receipt for any payment you make, receipts for all utilities you pay, copies of any letters you exchange with your landlord, and any other documents you have about your housing. If you have to go to court, these documents will be the evidence you use to show the terms of your rental agreement.

## **What to Look for in a Rental Agreement**

### Length of the Tenancy

Your rental agreement should state how long you will be renting the unit. You and your landlord can enter an agreement for any period of time. This period can be as short as one week or can last for many years. Many rental agreements start out as one year long. Generally, you are responsible for paying the rent for the entire length of the rental agreement. Your landlord cannot increase your rent during the initial term of the rental agreement.

After a year-long rental agreement ends, it is common for the agreement to become a month-to-month rental agreement. If your rental agreement does not state what happens after your tenancy ends, and if you do not work something out with your landlord, your year-long agreement will become a month-to-month agreement after the year is up. This means that unless you and your landlord work out something different, you are bound by the same terms as your old rental agreement, except that the length of the agreement is only one month. This month-to-month agreement will continue until you or your landlord ends the agreement. In order to end this month-to-month agreement, you or your landlord must give the other at least 30 days' notice that you are ending the month-to-month agreement. If you do not want to enter into a month-to-month rental agreement after your year-long agreement is over, you must give your landlord notice at least 30 days before the end of your rental agreement.

Your rent may increase under a month-to-month agreement. Your landlord must still give you at least 30 days' notice of any rent increase.

Some rental agreements automatically renew for another term (period of time). For example, a one-year rental agreement may renew for another full year at the end of the first term. If you do not wish for your rental agreement to continue after your current period, you must send notice in writing to your landlord at least 30 days before the end of your rental agreement period or the time period for notice specified in your rental agreement.

You and your landlord are free to work out a different arrangement for when your rental agreement ends. For example, if you know that you want to continue living in your current home for exactly 4 months after your current year-long agreement ends, you and your landlord could agree to a new 4-month rental agreement. As long as these new terms follow the law, you and your landlord can agree to whatever new terms you want. You should put any new rental agreement, or changes to your current agreement, into writing and have both you and your landlord sign it. You should keep a copy of the rental agreement in a secure location where it will not be lost or destroyed.

(Neb. Rev. Stat. § 76-1437)

### Rent Amount

Your rental agreement must state how much you will pay in rent. It is very important that the amount of rent you agree to pay is an amount that you will be able to afford. You should also be clear on how often your rent payment is due. You do not want to assume that you are signing a rental agreement for a certain amount of money every month, only to learn that it is actually due every week.

Do not enter into any rental agreement if it is not clear how much you will pay in rent.

### Rent Due Date

Your rental agreement should state when you have to pay your rent. If your rental agreement does not state when rent is due, you should ask your landlord. If you cannot get an answer as to when your rent is due, it is due on the first day of each month for a month-to-month or year-long agreement. It is due on the first day of the week if you have a week-to-week agreement.

(Neb. Rev. Stat. § 76-1414)

### Where to Pay

Each landlord has a different way to collect rent payments. Your rental agreement should tell you where to pay your rent. This could be a physical address that you can either mail your rent to or deliver your rent to that address yourself. You should find out if this location is only open certain hours, so you can be sure that you are able to pay your rent on time. Your landlord may use a website where you enter in payment information. Your landlord may go to your front door to collect rental payments. The important thing is to figure out how your landlord wants you to pay your rent, and to make sure you can pay your rent that way.

(Neb. Rev. Stat. § 76-1414)

### How to Pay

Your rental agreement may or may not state what form your rent payment must be in (check, cash, money order, credit/debit card, etc.). It is important to know what methods you can use to pay your rent, and that you can make payments using that method. Most landlords will allow you to

pay your rent through a check or money order. If you need to pay your rent through checks, you should find out who the check should be made out to.

You should avoid paying your rent in cash if possible. Paying by check or money order is a more secure way to pay your rent and will create a record of the payment. No matter how you pay your rent, you should always get a receipt for each payment.

### Receipts

It is important to keep a record of each rent payment you make. One way to do this is to collect a receipt each time that you pay your rent. This is especially important if you are paying your rent in cash because, unlike paying with a check or money order, paying your rent in cash will not create any sort of record of your payment. If you do not get a receipt at the time you make your payment, your landlord could later claim that they never received payment from you. This is one reason why it is often best to avoid paying your rent in cash.

You should keep all your receipts together in a secure location where they will not be lost or destroyed. One way to do this is to take pictures on a smart phone and email them to yourself or upload them to file storage software such as Google Drive or Apple Cloud.

### Late Fees

Your rental agreement may include “late fees” if you pay your rent late. These are fees that you must pay in addition to the full rent amount. It is important to always pay your rent on time, even if your agreement does not have “late fees.” If you fail to pay your late fees, it could lead to eviction, impacts to your credit and tenant data reports.

### Raising the Rent

If you have a rental agreement, the landlord cannot raise the rent during the period of time that you are renting under the agreement. For example, if you have a year-long rental agreement, your landlord cannot raise your rent at any point during the 12 months that you are renting under this rental agreement.

If you are renting under a month-to-month agreement, your landlord cannot raise your rent without warning you. Before your landlord can raise your rent under a month-to-month agreement, they must give you notice of this rent increase. This notice must be:

- In writing.
- At least 30 days before your next rent payment is due.

(Neb. Rev. Stat. § 76-1414)

### Security Deposits

A rental agreement should state whether you have to pay a security deposit, and how much that security deposit is. Usually, you pay a security deposit before moving in or when you make the

rental agreement. A security deposit cannot be more than the amount of 1 month's rent. Your landlord can also charge you an additional pet fee or deposit if you have a pet. This cannot be more than 1/4 of 1 month's rent.

A security deposit is an amount of money that you pay your landlord in addition to any rent amount. Once your agreement ends and you move out of your unit, if you leave your unit clean and in good repair, and with no unpaid rent, you should receive your security deposit back.

For more information on security deposits, see “**Getting Your Security Deposit Back**” on page 45.

(Neb. Rev. Stat. § 76-1416)

### Utilities

Your rental agreement should state who is responsible for paying each utility. This could include gas, electricity, water, sewer, cable, internet, or trash. You may pay all of the utilities, your landlord may pay all of the utilities, or you and your landlord may each pay for certain utilities. If your agreement does not state who is paying for a specific utility, you should ask your landlord before you sign any rental agreement.

Your landlord may also pay for utilities and charge you. For example, your landlord may charge you a set fee in return for paying the utility company for your water bill. Make sure any arrangement like this is in writing in your rental agreement.

It is important that you know which utilities you will pay because you will have to put these utilities in your name and you will be responsible for paying them. It is also important that your landlord actually pays for the utilities that they agreed to in the rental agreement. If your landlord fails to pay their portion of the utilities this could be an unlawful ouster. For more information on unlawful ouster, see “**Landlord Has Locked You Out**” on page 30.

All of your utilities together could end up costing hundreds of dollars every month. You should think about utility costs when deciding if a unit is within your budget. It is a good idea to ask your landlord how much people have paid for utilities in the past. Most landlords should have a general estimate as to what past residents have paid for their utilities, and some will even have exact dollar amounts. You can also contact the utility company and ask if they have general price estimates.

### Repairs

Under Nebraska law, a landlord must keep rental property in “good repair”. This means that a landlord must make repairs to a unit when needed. If you need repairs made to your unit, you must tell your landlord in writing. You should keep a copy of any letter you send to your landlord. For sample letters you can send to your landlord, see the letters beginning with “**Request to Make Repairs**” on page 57.

Your rental agreement may state that you are responsible for fixing or replacing certain items in the unit. Check your rental agreement to see if you are responsible for making any repairs.

(Neb. Rev. Stat. § 76-1419)

### Number of People and Guests

Most rental agreements state the number of people who can live in the unit. Make sure your rental agreement lists all people living with you. The people listed on your rental agreement are the only people who are allowed to live with you. You need the landlord's written permission before someone not already on the rental agreement can move in with you. If you want someone to move in with you after you have signed the rental agreement, this person needs to be added to the agreement. With some exceptions, a landlord has the discretion to not add people to the lease.

Rental agreements may state how long a guest may stay with you before you must add them to the agreement. Failure to let your landlord know about other people living with you can lead to you being evicted. You should always tell your landlord **before** you have someone new move in with you.

### Pets

Many rental agreements do not allow pets. If you plan to have a pet in the unit, make sure the rental agreement allows you to have a pet. You may be required to pay an extra pet fee or deposit. This is in addition to your security deposit. The pet deposit cannot be more than 1/4 of the monthly rental amount.

You should also make sure that your specific pet is allowed. Some buildings may have species, breed, or weight restrictions on pets or types of enclosures. This means that specific species of pets (dog, cat, snake, fish, etc.), specific breeds of pets (Pit Bull, Golden Retriever, etc.) or pets above a certain weight are not allowed. If your rental agreement does not include any pet restrictions, you should ask your landlord if your pet is allowed and get their permission in writing.

If you want to get a pet while you are already renting a unit, you should talk to your landlord first. You do not want to get a new pet only to learn that this new pet breaks the terms of your rental agreement.

There are different rules for service animals and emotional support animals. For information on these animals, see “**What If I Have a Service Animal or Emotional Support Animal?**” on page 49.

(Neb. Rev. Stat. § 76-1416)

### Absences from Your Unit

Your rental agreement may require you to give your landlord notice if you will be away from your unit for 7 days or more. You and your landlord may have an agreement where you give notice if

you will be away for a shorter or longer period of time. It is important that you give your landlord any notice that your rental agreement requires. Your landlord could potentially get money from you in court if you do not give them advance warning of an extended absence.

If you will be away from your unit for an extended period of time you should tell your landlord, at the latest, by the first day you are away from your home.

There are special rules if you have a Section 8 housing voucher. The general rule for Section 8 is that a family cannot be absent from their housing for 180 consecutive days. However, housing authorities can make their own rules with shorter amount of time. If you have a Section 8 voucher, you should ask your housing authority. Tenants with Section 8 vouchers have to follow federal law, housing authority rules, state law, and their rental agreement, so it is important to talk with a lawyer if you have a housing voucher. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1432)

### Lead Paint

Buildings built before 1978 were painted with paint that was made with lead. Lead paint can cause brain damage. If you are looking at an apartment building or house that was built before 1978, a landlord must:

- Give you written information on lead-based paint;
- Tell you about any lead paint dangers in the unit. This information does not need to be in the rental agreement but must be given to you; and
- Have you sign a lead paint disclosure at the same time you sign the rental agreement.

If you live in a building built before 1978 and your landlord makes significant renovations, they are required to provide you with additional written information and a disclosure.

If your landlord has not given you this information or if you have concerns about lead paint in your rental unit, contact your local health department. You can find a list of health departments here: [www.dhhs.ne.gov/CHPM%20Documents/contacts.pdf](http://www.dhhs.ne.gov/CHPM%20Documents/contacts.pdf).

Residents of the City of Omaha can visit [omahalead.org](http://omahalead.org) for more information

If you would like more information on lead paint visit the EPA's site:

(Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, Section 1018)

### Blank Spaces

Do not sign a rental agreement with blank spaces in it. The agreement should be filled out completely before you sign it. If there are blank spaces, put a line or an "x" completely through them. This is to ensure that nobody adds anything to the document after you sign it. Look at the

rental agreement carefully before you and the landlord sign it. Make sure that the landlord has not added anything to the agreement that you did not agree to.

### What Cannot Be in Your Rental Agreement

Under Nebraska law, there are certain things that a landlord cannot include in a rental agreement. Your rental agreement cannot include the following terms:

- That you are waiving any legal right or remedy under the Uniform Residential Landlord and Tenant Act.
  - The Uniform Residential Landlord and Tenant Act is a group of Nebraska laws that govern the relationship between landlords and tenants. Your landlord cannot make you give up your rights under these laws.
- That require any person to confess that they are responsible for an issue coming out of your rental agreement.
- That make you responsible for paying you or your landlord's attorney's fees.
- That you agree to limit or stop any legal action against the landlord for any active and actionable negligence.
  - Negligence is the breach of a legal duty. Your landlord owes you certain duties in their role as your landlord. If they breach those legal duties, you can possibly sue them for their negligence. The landlord cannot include something in your rental agreement that stops you from suing them for their negligence.
- That you agree to compensate the landlord for any legal claim that occurs because of active and actionable negligence, or the costs connected with this legal claim

If your rental agreement has any of these provisions, they cannot be enforced against you. If your landlord purposely uses a rental agreement with any of these terms, you could get money damages and attorney's fees from your landlord.

(Neb. Rev. Stat. § 76-1415)

### Get a Copy of the Rental Agreement

You should always get a copy of any rental agreement you sign. Your landlord should provide you a copy of your lease at the time you sign it. If you do not get a copy of your lease, you can request it from the landlord in writing. Your landlord can charge you for copies.

If you and your landlord change your agreement in any way, those changes need to be in writing and signed by both you and your landlord. It is important that you get an updated copy of the document with these changes.

You should keep your copy of the rental agreement in a secure location where it will not be lost or destroyed. One way to do this is to take pictures on a smart phone and email them to yourself or upload them to file storage software such as Google Drive or Apple Cloud.

## Move in Checklist

Once you enter into a rental agreement and move into your new unit, you can do a few things to help protect yourself from future problems.

- Get a copy of your lease signed by both you and your landlord. Make sure to keep it in a safe place.
- Take photos of your unit when you move in. If your landlord later tries to charge you for damage that you did not cause, these photos will show that the damage was there before you moved in.
- Check for damages. Even if you looked at the unit before you moved in, you should check the entire unit for any damages or broken items. Make sure to write down any damage on your Condition Checklist and take photos of it. If you find problems and would like your landlord to fix them, see **“Problems at the Start of Your Tenancy”** on page 21.
- Fill out a Condition Checklist. You can use the sample **“Conditions Checklist”** on page 66. This checklist is an easy way to document the condition of your unit and any damage. If your landlord later tries to charge you for damage that you did not cause, this checklist will show that the damage was there before you moved in. On your checklist, you should write down the condition of everything in your unit when you moved in and describe any damage. You can mail or hand a copy of the Condition Checklist to your landlord so they have a copy. You should also keep a copy for yourself in a safe place.

## Problems at the Start of Your Tenancy

### Your Landlord Won't Let You Move In

If your landlord won't let you move in after you have entered into a rental agreement, you may be able to end your tenancy. If your landlord doesn't give you keys, changes the date you can move in, or tells you that you can't move in on the date in your rental agreement, you should talk to an attorney right away.

You won't have to pay rent for the time you aren't allowed in the unit. You can end your tenancy by mailing or handing your landlord a written notice. This notice should say that your tenancy will end in five days because the landlord “failed to deliver possession of the premises.” The notice should also include an address where the landlord can send any rent or security deposit that you already paid. See the **“Sending Notices”** section on page 25.

You should talk to an attorney before ending your tenancy. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1 (877) 250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1426)

### You Find Problems Right after You Move In

If you find a problem, like damaged or broken things in your unit, you should let your landlord know right away. You may be able to end your tenancy if your landlord does not fix the problems, but you must give your landlord a written notice. For information on how to send notices and end your tenancy, see “**Landlord Refuses to Fix a Problem**” on page 33.

You should talk to an attorney before ending your tenancy. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1 (877) 250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1425)

## WHILE YOU'RE RENTING

### Landlord Responsibilities

Your landlord has certain responsibilities to you as a tenant to protect your health and safety and to make sure that your unit meets the basic requirements of a residential home. Your landlord must:

- Keep your home up to the local housing code standards for health and safety. This applies only if your city has a local housing code. To find out if your city has a local housing code, call the city or county clerk.
- Make all repairs and do whatever is necessary to keep your home in a livable condition. You must tell your landlord in writing that repairs are necessary. In many cases, your landlord may not even know about problems until you give them notice. Sending the notice in writing makes sure that your landlord knows about the problem and creates a record that shows you did your part to bring it to their attention. For sample letters you can send to your landlord, see the letters beginning with “**Request to Make Repairs**” on page 57.
- If your unit is part of a shared building, like an apartment complex, your landlord must keep all shared spaces in a clean and safe condition. This includes making sure that stairways, hallways, entryways, and railings are safe to use.
- Maintain in good and safe working order and condition all:
  - Electrical,
  - Plumbing,
  - Sanitation,
  - Heating,
  - Ventilation,
  - Air conditioning,
  - Elevators, and
  - Other facilities and appliances supplied or required to be supplied by the landlord.
- Keep the foundation, floor, walls, ceilings, and roof:
  - Weatherproof,
  - Waterproof, and
  - Rodent-proof.
- Provide containers for garbage, ashes, and other waste and arrange for the garbage to be picked up regularly for removal.
- Supply:
  - Running water at all times,
  - Reasonable amounts of hot water at all times, and
  - A reasonable amount of heat.

If you have let your landlord know about a problem and your landlord has not fixed it, you should talk to a lawyer. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org). In the meantime, make sure to continue paying your rent on time. Even if your landlord has failed to meet their own responsibilities, they could still go to court to evict you for not paying rent.

(Neb. Rev. Stat. § 76-1419)

## **Your Responsibilities as a Tenant**

As a tenant, you and your guests must:

- Pay your rent on time.
- Keep your unit clean and safe.
- When you move out of your unit, clean it to the best of your ability.
- Dispose of garbage in a clean and safe way.
- Use electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other utilities in a responsible manner.
- Not damage any part of the unit, either purposely or carelessly, or allow any of your guests or anyone in your household to do so.
- Fix any damages to the unit caused by your household or your guests, beyond ordinary wear and tear.
- Not bother neighbors with noise or other inappropriate behavior or allow criminal activity on the premises.

You are not responsible for “ordinary wear and tear” to the unit. Ordinary wear and tear generally includes things like worn carpets, dirty windows, or a few small nail holes from hanging pictures. Your landlord cannot charge you or deduct charges from your security deposit for ordinary wear and tear. Major stains, broken windows or screens, holes in walls or doors, deep scratches in walls, or trash left in the unit are generally not considered ordinary wear and tear, even if they result from an accident. Your landlord may charge you or deduct charges from your security deposit if you damage the unit beyond ordinary wear and tear.

You can document the condition of your unit by filling out a **Condition Checklist** when you move in and when you move out, so that you and your landlord have a record of the condition before and after your rental period. A Condition Checklist can also give notice to your landlord of any problems that exist at move-in. For a sample checklist see “**Condition Checklist**” on page 66.

(Neb. Rev. Stat. § 76-1421)

## When Your Landlord Can Enter Your Unit

A landlord **can** come into your unit to:

- Inspect the unit,
- Make repairs, or
- Show the unit to potential tenants or buyers.

To come into your unit, your landlord **must**:

- Get your permission or
- Give you at least 24 hours' written notice. They must also tell you why they intend to come into your unit, and when they intend to come to your unit.
- **Exception:** If there is an emergency (broken pipe in your unit flooding the building, smoke coming from your unit, etc.)

A landlord **cannot**:

- Come into your unit without permission and 24 hours' written notice, unless there is an emergency. Your landlord must also tell you why they plan on coming into your unit, and must tell you a reasonable time for when they plan on coming into your unit.
- Come into your unit at unreasonable times, like the middle of the night. Your landlord and their employees or agents should generally only enter your unit during normal business hours during the day. You can work out an arrangement with your landlord to have them come into your unit late at night or other unusual times if that works better for your schedule or if you need them to make repairs at a specific time.
- Repeatedly request to come into your unit without a good reason.

If your landlord does not give you 24 hours' notice before entering your unit, comes into your unit at unreasonable times, or repeatedly requests to enter your unit, you can send your landlord a letter. For a sample letter, see "**Notice of Abuse of Access**" on page 63. If the problem continues, you should talk to a lawyer.

(Neb. Rev. Stat. § 76-1423)

## Sending Notices

If you need to send any of the notices or letters described in this Handbook:

- Put the notice in writing.
  - Print out any notices that you type. Do not send notices or letters to your landlord through text or email.
- Date and sign any writing you send your landlord.
- Check your rental agreement for specific instructions on how to provide written notice.

- Mail the notice to the address specified by your landlord.
- Keep a copy of the letter you send.
- If you use certified mail, keep the return receipt.

### Certified Mail

One way to prove that you've sent notice to a landlord is to send the letter by certified mail with return receipt requested. Certified mail is a service where the mail deliverer has the recipient sign a receipt indicating they received the letter, which can then be returned to you. If your landlord later claims they didn't receive notice, a return receipt can serve as evidence that you did give them notice.

Sending certified mail does **not** guarantee your landlord will receive your letter. If no one is present at the address when the mail carrier arrives, the letter will be returned to you. Alternatively, your landlord may refuse to accept the notice and return it unsigned. In these cases, the receipt is still evidence that you tried to send notice, but you will need to find another way to notify your landlord so they can address your concerns.

### First-Class Mail

Sending a letter by first-class mail does not provide you with a return receipt but will be delivered even if the landlord is not present to receive it. Unlike a certified mailing, delivery of first-class mail cannot be refused by your landlord. First-class mail is also less expensive: certified mail adds \$3.35 to your mailing fee, plus \$2.75 to receive a paper return receipt (or \$1.45 for an electronic receipt). The option that works best for you will depend on the specifics of your situation.

## **Problems While Renting**

### No Running Water, Hot Water, Heat, Electricity, or Gas

Your landlord cannot interfere with your access to:

- Electricity
- Gas
- Hot and cold running water

This means that your landlord cannot purposely shut off your access to these utilities or cause your utilities to be disconnected. Your landlord is not required to ensure that you have access to these services no matter what. For example, if your utility company shuts off your services because you did not pay your utility bill, it is not your landlord's responsibility to get these utilities turned back on. Your landlord must not shut off your utilities themselves or have their employee or agent shut off your utilities, unless they have a valid purpose.

If your landlord needs to shut off these utilities for a valid purpose (such as maintenance), they must provide you with advance notice telling you what utilities will be shut off and for how long they will be shut off.

If you lose access to any of these utilities, you should send notice in writing to your landlord right away. You should let them know that you are without these services and request that the landlord immediately return access of these services to you.

If your landlord does not fix the problem, you have several options. **Talk to a lawyer before taking these steps.** To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

Option A: If you want to stay in the unit:

- If your landlord **willfully** (on purpose) shut off your electricity, gas, heat, or running water, and did not fix the issue after being provided written notice of the problem, you may be able to do one of the following:
  - a. You can pay someone to fix the problem and deduct that amount from your next rent payment.
  - b. You can find another place to stay until the landlord fixes the problem. If you do this, you do not have to pay rent for the days you are not living in the unit.
- If the landlord shut off your service on purpose, you can do either of these two things above AND sue them for one month's rent and your attorney's fee.

Option B: If you want to end your tenancy:

- If your landlord has **willfully** (on purpose) shut off your electricity, gas, heat, or running water, you can end your tenancy. To end your tenancy, send or give your landlord a notice in writing telling them:
  - The problem and
  - That you are ending your tenancy.
- Make sure you date the notice and keep a copy of it for yourself. Your tenancy will then end, and you can move out and stop paying rent.
- You can also sue your landlord for not fixing the problem after you have ended the tenancy. You can get an amount equal to what 3 months' rent would have been, plus your attorney's fees if you win. You may not be able to get this money if you are behind on your rent.

You should talk to a lawyer before taking these steps. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1430)

## Landlord Won't Make Repairs

Your landlord must keep your unit and the common areas around the unit in good repair, safe, and clean. For more information on your landlord's responsibilities, see "**Landlord Responsibilities**" on page 23. If there is a problem in your unit or the common areas, you should send your landlord a written notice telling them about the needed repairs. For a sample version of this written notice, see the letters beginning with "**Request to Make Repairs**" on page 57.

If your landlord does not make the repairs after you have sent them a written notice, you have different options depending on whether you want to stay in your unit or end your rental agreement. You should discuss your options with a lawyer. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

Option A: If you want to stay in the unit:

- If your city has a local housing code enforcement office: Call the local code enforcement office. Ask if you need to send your landlord notice before you make a report with the code enforcement office. If so, you must send your landlord written notice before you can file a report. For a sample letter, see "**Request to Make Repairs Within 14 Days - Code Enforcement**" on page 59. After you have sent your landlord notice, you can make a complaint with the code enforcement office.
  - You may also be able to sue for money damages if your landlord does not fix the problem. Tell your landlord in the notice that you will "pursue your other legal remedies" if they do not fix the problem in 14 days.
  - If you are unsure if your city has a local housing code enforcement office, you can call your city office and ask.
- If your city does not have a local housing code enforcement office: Tell your landlord in writing that they need to fix the problem within 14 days or you will pursue other legal remedies. For a sample letter, see "**Request to Make Repairs Within 14 Days**" on page 58.
  - You may be able to sue for money damages if the landlord does not fix the problem.
  - You also may be able to get an "injunction". An injunction is an order from the court to the landlord to do something or stop doing something.

Option B: If you want to end your tenancy:

- If you want to end the rental agreement, you need to tell your landlord in writing that:
  - You will end the rental agreement in 30 days from the date of the notice if your landlord does not fix the problem within 14 days.
  - This letter is called a 14/30-day notice. For a sample version of this notice, see "**30 Day Notice to Terminate if Repairs not Made in 14 Days**" on page 60.

When sending your landlord notices:

- Send the notices by first-class mail or certified mail.
  - For information on the differences and benefits of each type of mail, see “**Sending Notices**” on page 25.
- Make a copy of the notice.
- Keep the copy of the notice, along with the certified mail return receipt if you have one. You should keep these in a secure location where they will not get lost or destroyed.
- Take photos of the problem. You may be able to use the photos as evidence if you have to go to court.

You should talk to a lawyer before taking these steps. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1419, 76-1425)

#### Retaliation by the Landlord

Your landlord cannot “retaliate” (get back at you) because you:

- Call your local housing code enforcement office to report an issue, or
- Join or organize a tenants’ organization.

If you do either of these things, your landlord cannot retaliate against you by:

- Raising your rent,
- Decreasing services, or
- Evicting you, or threatening to evict you.

This does not mean that you are 100% safe from eviction if you call the local housing code enforcement office or participate in a tenant’s organization. If one of these situations apply to you, your landlord may still be able to go to court to evict you:

- The reason why your home falls below the housing code standard is primarily because of a lack of reasonable care on the part of your household or anyone else in your home with your consent.
- You owe rent.
- Compliance with building codes requires so much work that it would effectively deprive you of the use of your unit.

Talk to a lawyer if you believe your landlord is retaliating against you. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. §76-1439)

## Landlord Has Locked You Out

A landlord cannot lock you out of your unit by changing the locks or prevent you from entering your unit unless you have been evicted by a court order. The landlord must have a constable or sheriff come to evict you (make you move out). If your landlord tries to remove you from your home themselves, **call the police**. If your landlord attempts to kick you out of your home without a court order, this is called “unlawful ouster”.

If your landlord locks you out of your home, you should send your landlord written notice that you have been locked out. In this written notice you should either:

- Demand that your landlord let you back in the unit immediately, OR
- Tell your landlord that you are ending the rental agreement.

Make sure to keep a copy of the notice you send to your landlord.

You also can sue your landlord for locking you out of the unit. If you win, you could get:

- Money damages equal to 3 months’ rent,
- Your attorney's fees,
- Your security deposit back,
- Any rent you prepaid back.

**If your landlord has locked you out of your unit, you should talk to a lawyer right away.** To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1430)

## Fires, Floods, or Natural Disasters

If your unit is severely damaged by a fire, flood, or other disaster that is not your fault, you have 2 options. In order to have these options, the damage to your unit must be severe enough that it substantially impairs your enjoyment of your unit.

- If you want to stay in your unit: If you are legally allowed to stay in your unit, you may vacate any part of your unit that has been made unusable because of the fire or disaster. Your rent can then be reduced by the loss in the rental value that you suffered by not being able to use the part of your unit that was damaged.
- If you want to leave your unit: You may immediately leave your unit. After you leave, you have 14 days to tell your landlord in writing that you are ending the rental agreement. If you do this, you will not owe any rent from the day you move out. Save a copy of any notice you send your landlord.

You should talk to a lawyer before taking either of these steps. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1429)

### Other Issues

There are many other issues that may come up while you are renting. Because this Handbook cannot cover every possible issue, here are some general tips that apply to almost any situation:

- Communicate through writing. This will create a record of every communication with your landlord, and may be good evidence if you have to go to court later. You should make sure that everything you send your landlord is:
  - Clearly written and to the point. You can use the sample letters at the end of this Handbook, beginning on page 52.
  - Includes the date and your signature.
  - Copied. You should always save a copy of everything you send your landlord. Put these copies in a secure location where they will not be lost or destroyed.
  - On paper. You should either write your letter by hand, or print it out. Sending your landlord an email or text message will not be as effective as sending them a physical letter or notice.
- Contact your landlord as soon as possible if anything is wrong.
- Pay your rent and utilities on time.
- If possible, pay your rent with a check or money order instead of cash.
- Get a receipt from your landlord every time you pay rent.
- Keep all your housing-related documents (rental agreement, letters to your landlord, receipts, photos, etc.) together in a secure location where they will not be lost or destroyed.
- Take photos. Photos can often be the best evidence that you can have. You should take photos when you move in, when you move out, if your unit has any damage, if any repairs are made, or if there are any other problems.
  - **Note:** If you go to court, you need to print out any photos you want to give the judge. The judge needs paper copies of the photos, and likely will not accept photos on your phone or computer. The same is true for text messages and emails. If you don't have a printer at home, you can go to your local library.
- You may need to talk with a lawyer about your specific issue. See “**Where to Go for Help If You Cannot Afford a Lawyer**” on page 52. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

## ENDING YOUR TENANCY

### You Want to Move Out

If you want to move or if you will not be able to pay the rent next month, you should follow these steps for ending your tenancy.

#### Written Rental Agreement

If you have a year-long rental agreement or a rental agreement in writing:

- Check your rental agreement carefully for special rules on ending it. You may want to call a lawyer for advice.
- Tell your landlord in writing that you are ending your rental agreement.
- Include the date you will move out of the unit.
- You can ask your landlord for a **mutual termination agreement**. This is a written agreement between you and your landlord ending your tenancy. The agreement should include your move out date, what happens to the security deposit and any prepaid rent, and the amount and payment schedule of any money owed. For a sample agreement, see “**Mutual Termination Agreement**” on page 64.
- Even if you move out early, you are responsible for paying rent for the rest of the rental agreement period.
  - **Exception:** If your landlord can rent the unit to someone else after you move out, you get credit against the amount of rent you owe for the months that the unit is rented by new tenants.
  - **Example:** If you have a year-long lease that ends on September 30, and you give your landlord a written notice that you are moving out on June 30, you are still responsible for July, August, and September rent. If your landlord rents your unit to someone else starting August 1, you would only be responsible for July’s rent.

#### Month-to-Month, Week-to-Week, or Verbal Rental Agreement

If you have a month-to-month, week-to-week, or verbal rental agreement:

- Tell your landlord in writing that you are ending your rental agreement.
- Include the date you will move out of the unit.
- If you have a month-to-month agreement: Send the notice at least 30 days before the next time you would pay rent.
  - **Example:** If you pay rent on the first of each month and you want to end your rental agreement on November 1, you need to give your landlord written notice on or before October 1.
- If you have a week-to-week agreement: Send the notice at least 7 days before the date you want to move.

- **Note:** If you have a year-long rental agreement and neither you nor your landlord give notice at least 30 days before it ends, your rental agreement will usually turn into a month-to-month tenancy. Your rental agreement may explain what happens when the agreement ends, so make sure to read it carefully.

(Neb. Rev. Stat. § 76-1437)

#### Landlord Refuses to Fix a Problem

If you want to move out because your landlord will not fix a problem in your unit, you can give your landlord a **14/30-day notice**.

- Tell your landlord in writing that your tenancy will end 30 days from the date of the notice if your landlord does not fix the problem within 14 days.
- Keep a copy of the notice.
- For a sample 14/30-day notice, see “**30 Day Notice to Terminate If Repairs Not Made in 14 Days**” on page 60.
- For examples of problems your landlord must fix, see “**Landlord Responsibilities**” on page 23.
- **Note:** If your landlord fixes the problem within 14 days, you cannot end your tenancy.

(Neb. Rev. Stat. § 76-1425)

#### Domestic Abuse

If you or any other member of your household are victims of domestic violence or abuse, you are able to end your rental agreement early and move out. In order to do this, you must complete the following:

- Show your landlord a copy of an active protective order or restraining order against the domestic abuser.
  - If you do not have an active protective order or restraining order, you can get certification that confirms your situation is domestic abuse.
    - This certification must come from a qualified non-profit organization that provides services to victims of domestic violence.
- You must also give your landlord a notice that tells them on what date you would like to be released from your rental agreement.
  - This date has to be more than 14 days after but less than 30 days after you show them this notice.
  - You also need to include the names of any other household members that will also be leaving. Only the names you list will be released from the rental agreement.
- You will remain responsible for paying the entire month’s rent in the month that you are released from your rental agreement.

- You cannot be charged a fee for ending your rental agreement early, and you cannot be held responsible for damages that happen to the property after you have left.
- A perpetrator of domestic violence cannot end their rental agreement early.

(Neb. Rev. Stat. § 76-1431)

## **Your Landlord Wants You to Move Out**

### For Not Paying Rent

If your landlord wants you to move out because you haven't paid rent, they must give you a **7-day notice**.

The notice must state:

- The amount of rent you owe,
- That you have 7 days to pay, and
- That your tenancy will end if you don't pay the full amount within 7 days.

When your landlord can give you a 7-day notice:

- Your landlord may give you this type of notice if you haven't paid rent by the day it is due. For example, if your rent is due on the first of the month and you don't pay rent for August on August 1, your landlord can give you a 7-day notice on August 2.

What to do if you get a 7-day notice:

- If you get a 7-day notice, you need to pay the entire amount of rent and late fees within 7 days. If you do not pay, your landlord can file a court case to evict you. Your landlord cannot evict you without first getting an order from a court. If you pay the entire amount within 7 days, your landlord must accept it and you can continue to stay in the unit.
- You may offer to pay part of the amount due, but your landlord does not have to accept it.
- If you don't have all the money you owe, you can talk with your landlord about setting up a **repayment plan**. Under a repayment plan, you agree to pay a certain amount of the money you owe on a regular basis (such as monthly) over a period of time instead of all at once. For example, if you owe your landlord \$300, you could ask for a repayment plan where you pay an additional \$100 each month for three (3) months.
- Write down any offers you make to pay the rent and keep records of any communications between you and your landlord. These may be helpful if your landlord does file a court case.

(Neb. Rev. Stat. § 76-1431)

### For Breaking the Terms of the Rental Agreement

If your landlord wants you to move out because you have broken the terms of the rental agreement, they must give you a **14/30-day notice**.

A 14/30-day notice must state:

- The terms of the lease you have broken,
- That you have 14 days to fix the problem, and
- That your tenancy will end in 30 days if you don't fix the problem within 14 days.

When your landlord can give you a 14/30-day notice:

- Your landlord may give you this type of notice if you do something that is not allowed in your rental agreement (having a pet, smoking in your unit, etc.), you damage the unit, or you do something that affects the health or safety of other tenants.

What to do if you get a 14/30-day notice:

- If you get a 14/30-day notice, you need to fix the problem within 14 days. If you do not fix the problem, your landlord can file a court case to evict you. Your landlord cannot evict you without first getting an order from a court. If you fix the problem within 14 days, you can continue to stay in the unit.
- If you can't fix the problem within 14 days, you can ask your landlord for more time. You should explain the steps you've taken to fix the problem and why you won't be able to fix it within the 14 days. Write down any offers you make to fix the problem and keep records of any communications between you and your landlord. These may be helpful if your landlord does file a court case.

If you break the same terms of the rental agreement again within 6 months:

- Your landlord may give you a **14-day notice** if you have gotten a 14/30-day notice within the last 6 months and you break the same terms of the rental agreement.
- You do not have the right to fix the problem.
- If you do not move out within the time period in the notice (it must give you at least 14 days), your landlord can file a court case to evict you. Your landlord cannot evict you without first getting an order from a court.
- Contact a lawyer right away. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1431)

### For Criminal Activity

If your landlord wants you to move out because you or someone else has engaged in criminal activity, they must give you a **5-day notice**.

A 5-day notice must state:

- That you, someone in your household, your guest, or someone else on the premises with your permission engaged in criminal activity,
- That your tenancy will end in 5 days, and
- That you do not have the right to “cure” or fix the problem.

When your landlord can give you a 5-day notice:

- Your landlord may give you this type of notice if you, someone in your household, your guest, or someone else on the premises with your permission engaged in:
  - Physical assault,
  - Threat of physical assault,
  - Illegal use of a gun or other weapon,
  - Threat of illegal use of a gun or other weapon,
  - Illegal sale of drugs,
  - Illegal possession of drugs, or
  - Any other activity that threatens the health or safety of others.
- **Note:** A landlord can give you a 5-day notice even if the person has not been arrested or convicted of a crime.
- **Note:** You may have some protections if you did not engage in the criminal activity and you seek a protective order or restraining order against the person who engaged in the activity or you report the activity to the police.

What to do if you get a 5-day notice:

- Contact a lawyer right away. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).
- If you do not move out within the 5 days, your landlord can file a court case to evict you. Your landlord cannot evict you without first getting an order from a court.
- If you file for a protective order or restraining order or if you file a police report, get documentation. This may be helpful if your landlord does file a court case.

(Neb. Rev. Stat. § 76-1431)

### For Another Reason

Either you or your landlord can end a month-to-month, week-to-week, or verbal rental agreement by giving the other a written notice. Both you and your landlord can end the tenancy for any reason or for no reason. If you have a month-to-month agreement, your landlord must give you this notice at least 30 days before the next time you would pay rent. If you have a week-to-week agreement, your landlord must give you this notice at least 7 days before the date your tenancy ends.

See a sample “**Notice of Termination of Rental Agreement**” on page 64.

(Neb. Rev. Stat. § 76-1437)

## **Eviction Process**

Eviction is the legal process that a landlord uses to end your tenancy and remove you from the unit. Your landlord **cannot** evict you without going through the court and getting an eviction order from a judge. Your landlord **cannot** try to get you to move out by changing the locks or shutting off services like electricity, gas, or water. If your landlord has done this, see “**Landlord Has Locked You Out**” on page 30 and “**No Running Water, Hot Water, Heat, Electricity, or Gas**” on page 26.

This is a general overview of the eviction process. The process may vary depending on where you live and the specifics of your case. If you have received any notices from your landlord or the court, you should contact a lawyer right away. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

### Before Court

#### *Step 1: Your Landlord Gives You Notice*

To start the eviction process, your landlord **must** give you a written notice. This notice may be called a **notice to quit**, a **notice to vacate**, a **notice to terminate**, or something similar. This notice **is not** an eviction and you do not have to move out.

The notice must be in writing and state:

- That your landlord is ending your tenancy,
- The reason your landlord is ending your tenancy, and
- The number of days until your tenancy ends.

Your landlord may give you one of the following notices:

- **7-day notice** for not paying rent. If you pay all the rent and late fees you owe within 7 days, your landlord cannot file an eviction case in court. If you do not pay all the rent and late fees you owe within 7 days, your landlord can file an eviction case.
- **14/30-day notice** or **14-day notice** for breaking the terms of the rental agreement. If you receive a **14/30-day notice**, you have 14 days to fix the problem or your tenancy will end in 30 days and your landlord will be able to file an eviction case after that. If you fix the problem within 14 days, your landlord cannot file an eviction case. Your landlord can give you a **14-day notice** if you have previously gotten a 14/30-day notice and you break the same terms of the rental agreement again within 6 months. If you do not move out in 14 days, your landlord can file an eviction case.

- **5-day notice** for criminal activity or activity that threatens the health or safety of others. If you receive this type of notice and you do not move out within 5 days, your landlord can file an eviction case.
- **30-day notice** for any reason (or no reason) if you don't have a written rental agreement or you have a month-to-month agreement. Your landlord must give you this notice at least 30 days before the date when your rent is next due. If you do not move out within 30 days, your landlord can file an eviction case.
- For more information on these notices, see “**Your Landlord Wants You to Move Out**” on page 34.

(Neb. Rev. Stat. §§ 76-1431 and 76-1437)

### *Step 2: Avoiding an Eviction*

You should try to avoid a court-ordered eviction. If your landlord starts an eviction case with the court, that eviction case will be on your rental history. This can make it extremely difficult to find a new place to live, result in the termination or loss of your housing benefits, affect your ability to receive housing benefits in the future, or hurt your credit score.

What to do if you get a notice from your landlord:

- Do not ignore it. If you can, try to pay any rent you owe or fix any lease violations within the time period in the notice.
- If you don't have all the money you owe, you can talk with your landlord about setting up a **repayment plan**. Under a repayment plan, you agree to pay a certain amount of the money you owe on a regular basis (such as monthly) over a period of time instead of all at once. For example, if you owe your landlord \$300, you could ask for a repayment plan where you pay an additional \$100 each month for 3 months.
- If you can't fix lease violations within 14 days, you can ask your landlord for more time to fix the problem. You should explain the steps you've taken to fix the problem and why you won't be able to fix it within the time period.
- If your landlord is not willing to let you stay, you should try to work out an agreement with your landlord before they go to court. You can ask your landlord to sign a **mutual termination agreement**. This is a written agreement that states that you and your landlord both agree to end your tenancy. The agreement should include the date you will move out, what happens to the security deposit and any prepaid rent, and the amount and payment schedule of any money owed. See a sample “**Mutual Termination Agreement**” on page 64.
- Write down any offers you make to pay rent or fix lease violations and keep records of any communications between you and your landlord. These may be helpful if your landlord does file a court case.

### *Step 3: Your Landlord Starts a Court Case*

Once the period of days in the notice is over and you haven't paid rent or fixed the problem, your landlord can file a case in court. To do this, your landlord files a legal document called a **complaint** with the court. This document explains the legal reasons your landlord believes a court should evict you and/or order you to pay money. The court will schedule a hearing between 10 to 14 days after the complaint is filed to decide if you should be evicted.

(Neb. Rev. Stat. §§ 76-1441 and 76-1446)

### *Step 4: You Get Legal Papers from the Court*

If your landlord files a court case against you, you will receive legal notice from the court. A sheriff or constable will give you the papers by handing them to you in person or by posting a copy to your front door and then mailing you a second copy. The papers will include the **summons** and the **complaint**. The summons will tell you when and where your hearing will be. The complaint is the document your landlord filed with the court that explains the legal reasons they believe a court should evict you. These documents have important information, and you should not ignore them.

(Neb. Rev. Stat. § 76-1442)

### *Step 5: You Can Respond to Your Landlord's Case*

You can respond to the case made by your landlord by filing an **answer**, a legal document stating your side of the case. You can file your answer with the court on or before your hearing date. Even if you don't file an answer before your hearing, you can always go to your hearing and tell your side of the case. The county court clerk's office may have an answer form you can use, or you can use an online form at [www.supremecourt.nebraska.gov/answer-general-denial-certificate-service](http://www.supremecourt.nebraska.gov/answer-general-denial-certificate-service).

You should write why you should not be evicted and/or why you do not owe the money your landlord says you owe. You should talk with a lawyer before filing your answer. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

(Neb. Rev. Stat. § 76-1445)

Your answer can include any **defenses** and any **counterclaims** you have against your landlord. Defenses are legal reasons why your landlord cannot evict you. Counterclaims are claims that you have against your landlord.

#### **Common Defenses:**

- No Notice or Incomplete Notice: Your landlord did not give you a written notice or it did not have all the required information. (Neb. Rev. Stat. §§ 76-1431 and 76-1437)

- Waiver: Your landlord has “waived” (given up) their right to evict you by accepting rent or signing a new rental agreement between the date of the notice and the date of the hearing. (Neb. Rev. Stat. § 76-1433)
- Discrimination: Your landlord has discriminated against you because of your race, color, religion, national origin, sex or gender, disability, or familial status (having children under 18 and/or someone who is pregnant in your household). See the “**Discrimination**” on page 47.
- Retaliation: Your landlord is trying to get back at you for calling the building inspector or joining a tenants' organization. See “**Retaliation by the Landlord**” on page 29. (Neb. Rev. Stat. § 76-1439)

### **Common Counterclaims:**

- Unlawful Ouster: Your landlord has changed the locks or shut off utility services, such as electricity, gas, or water. Even if your landlord has turned your services back on, you may still have a counterclaim. See “**Landlord Has Locked You Out**” on page 30 and “**No Running Water, Hot Water, Heat, Electricity, or Gas**” on page 26. (Neb. Rev. Stat. § 76-1430)
- Abuse of Access: Your landlord has entered your unit when there was not an emergency without your permission and without giving you notice at least 24 hours before. You may also have a counterclaim if your landlord has entered your unit at unreasonable times (such as during the night) or if your landlord has repeatedly requested to enter your unit without good reason. See “**When Your Landlord Can Enter Your Unit**” on page 25. (Neb. Rev. Stat. § 76-1438)
- Landlord Failed to Maintain Fit Premises: Your landlord has not kept your unit or the building in good condition. (Examples: not making repairs after you have given written notice, not keeping the building and all appliances in safe and clean condition, or not supplying running water, hot water, or heat in the winter.) See “**Landlord Responsibilities**” on page 23. (Neb. Rev. Stat. § 76-1419)
- Breach of Warranty of Habitability: Your landlord has failed to provide safe and decent housing. (Examples: lack of heat in winter, lack of water and/or hot water, bugs, mice, or other pests.)

### Going to Court

#### *Step 6: Preparing to Go to Court*

Be prepared. You should have all paperwork and witnesses you want to bring to court ready before the day of your hearing.

- Print out and organize all your paperwork in a folder. You should have at least 3 copies of all papers you plan to give the court. The judge likely will not accept evidence on your

phone, so you need to print out all photos, text messages, and emails. If you don't have a printer at home, you can go to your local library.

- Write down questions to ask anyone you are bringing as a witness and anyone your landlord may bring as a witness.
- Write out what you want to say to the judge. You will have the opportunity to make a statement, so you should be prepared to make your case.

What to bring to the hearing:

- Copies of the rental agreement.
- Copies of any notices you received from your landlord.
- Receipts of payments if your landlord says that you are behind on rent or if you paid the amount due after you received a notice.
- Photos or written documentation of your unit if you want to bring up the condition of the unit.
- Inspection reports if you called a building inspector.
- Any letters, e-mails, texts, or written records of any offers you made to the landlord to fix the problem (pay the rent due or fix lease violations). Remember to print several copies of anything you want to show the judge.

*Step 7: Hearing to Decide If You Can Be Evicted*

**Go to your hearing.** It is important to go to the court at the date and time on any court notice. Plan to be at the court early so you can find a parking space, find the right room, and be in the courtroom **before** your scheduled hearing time.

If you don't go to your hearing or if you are late:

- If you are not in the courtroom when the judge calls your case, the judge may order a **default judgment**. This means that you automatically lose your case because you failed to come to court. The judge will approve the eviction and order you to pay the money your landlord requested. If the judge orders a default judgment, you will get a copy of the order in the mail.

(Neb. Rev. Stat. § 76-1444)

If the judge or your landlord asks for mediation:

- The judge and/or your landlord or your landlord's attorney may ask if you want to try **mediation**. This means that you and your landlord or your landlord's attorney will talk outside the courtroom and try to reach an agreement so you don't need to have a hearing.
- Mediation is a chance for you and your landlord to talk with each other and try to come to an agreement that works for both of you. You can ask for things like more time to move out or a repayment plan to pay any money you owe.

- You do not have to agree to anything. You have the right to a hearing with a judge.
- Do not sign any agreement if you do not understand or agree to all its terms.
- If you and your landlord come to an agreement, you will need to give it to the judge. The judge will call your case, read the agreement in court, and ask you if you agree to it. Then the agreement will be final and you and your landlord must follow it.

If you have a hearing:

- Swearing in: At the start of the hearing, the judge may “swear in” both you and your landlord or your landlord’s attorney. This is when you swear to tell the truth.
- Opening statement: You and your landlord or your landlord’s attorney can make a short statement at the start of the hearing. You can explain to the judge why you should not be evicted.
- Evidence: This is your chance to show the judge the facts. You can bring evidence, such as receipts, notices, emails, letters, text messages, or photos. Do not bring evidence that is on your phone. Print out your evidence, and make sure to have several copies of everything you bring, as you will need to give a copy to the court and possibly to your landlord.
- Witnesses: You and your landlord or your landlord’s attorney can bring people who know about the situation to court. You and your landlord or your landlord’s attorney will have the chance to ask all witnesses questions.
- Testimony: You can choose to “testify” (speak as a witness) during the hearing. Your landlord or your landlord’s attorney can ask you questions if you testify.
- Closing argument: You and your landlord or your landlord’s attorney can both make a final argument as to why the judge should rule in your favor. This is your last chance to go over your case and tell the judge why you should not be evicted.

(Neb. Rev. Stat. § 76-1446)

#### *Step 8: The Judge Makes a Decision*

After both sides present their case, the judge will look at all the evidence and make a decision. The judge can decide in favor of your landlord, in which case you will be evicted. The judge can decide in your favor and you can stay in the unit. The judge will write their decision on a document called an order. The court will mail you a copy of the order to the last known address that the court has for you. You should make sure the court has your current address and let the court know if your address changes. You can also get a copy of the court order by asking the county court clerk’s office.

(Neb. Rev. Stat. § 76-1446)

The judge may also decide to grant a **continuance** to either you or your landlord. A **continuance** is the grant of additional time to prepare before or during a trial. In order to obtain a continuance, you must provide a very good reason to the judge for why you think you deserve a continuance. It

is solely up to them to decide if your reason is good enough. An example of a “good cause” continuance could include not being available to be in court due to severe illness, or a significant and unanticipated change in the status of your case.

If your approved continuance extends into a new rental period, you will still be required to deposit rental payments while your eviction proceeding is pending.

You should not rely on getting a continuance at any point in your eviction proceeding. It is, however, important to be aware that the timeline of legal processes can vary from case to case. Your case may last longer or shorter than you are expecting it to.

(Neb. Rev. Stat. § 76-1443)

#### *Step 9: You Can Appeal the Judge’s Decision*

An **appeal** is a request to a higher court to review the county court’s decision. If your landlord wins, you can appeal the judge’s decision. If you win, your landlord can appeal the judge’s decision. You must file an appeal with the county court within 30 days of the judge’s decision. If you do not file an appeal within that time, you lose your right to bring an appeal. You can ask the county court clerk for the paperwork you have to file or find it online at [www.supremecourt.nebraska.gov/self-help/appeals](http://www.supremecourt.nebraska.gov/self-help/appeals).

The process of appealing a court’s decision can be a difficult challenge. It is important to understand that much of the appeal process involves following strict procedures. During an appeal of a landlord-tenant case, a district court judge would review the case file to determine whether the judge in your case made any errors. On appeal, you cannot bring up new evidence or witnesses.

You may be able to stay in your rental unit during an appeal, if you do certain things. In order to stay in your unit during an appeal, you would need a specific order from the court; pay certain fees; and pay your monthly rent into an account managed by the court.

You should talk with a lawyer before filing an appeal.

(Neb. Rev. Stat. § 76-1447)

#### If the Judge Orders an Eviction (Restitution of Premises)

#### *Step 10: Sheriff or Constable Moves You and Your Property Out*

If the judge orders your eviction, your landlord can ask the court to give the sheriff or constable a paper, called a writ, ordering them to remove you within 10 days. **The sheriff or constable can remove you as soon as they receive the writ or at any time during the 10 days**, so you should move out as soon as the court orders the eviction. If you do not move, a sheriff or constable will come to your unit, remove you, and change the locks.

(Neb. Rev. Stat. § 76-1446)

### *Step 11: Getting Your Personal Property Back*

If you are evicted by the court, **you should move your property out of the unit right away**. If you do not remove all your property, it may be difficult to get back, and your landlord can charge you moving and storage fees. However, your landlord cannot just throw it away. Your landlord must give you a written notice within 6 months that tells you where you can pick up your property and how much you owe in moving and storage fees.

- If your landlord gives you this notice in person, you have at least 7 days to pay the fees and pick up your property.
- If your landlord sends you this notice in the mail, you have at least 14 days from the day the notice was mailed to pay the fees and pick up your property.

Your landlord can sell your property if you do not pick it up and pay the fees before the deadline. Your property will be sold at a public sale, and your landlord must give you the money they get from the sale, minus the costs of storage and the sale. If your landlord cannot find you, they have to give the money to the State Treasurer's Office. If you think your landlord has given money from the sale of your property to the State Treasurer, you can contact the Unclaimed Property Division at (402) 471-8497 or online at [www.treasurer.nebraska.gov/up](http://www.treasurer.nebraska.gov/up).

Your landlord can keep or throw away your property if you do not pick it up and pay the fees before the deadline and your landlord thinks it is worth less than \$2,000.

(Neb. Rev. Stat. §§ 69-2301 to 69-2314)

### *Step 12: Second Hearing to Decide If You Owe Money*

If your landlord is also asking for money either in the form of rent owed or damages, the court will schedule a second hearing to decide if you owe your landlord money for unpaid rent, late fees, or damages. You have the right to file an answer to dispute your landlord's claims. You should file the answer within 30 days after you receive the complaint.

If you disagree with your landlord's claims, you must go to the hearing. At the hearing, you can tell the judge why you do not believe you owe your landlord that amount. You should bring documents to show the judge, such as payment receipts or photos of the unit. You can refer to Step 6 of this section for help with what to bring to the hearing.

If you do not go to this hearing, you will lose and your landlord will win because you were not present to argue your case. The court will order you to pay your landlord the money.

### **Move Out Checklist**

When you move out of your unit, you can do several things to protect yourself from future problems.

- Clean your unit. You should plan time to clean your entire unit before moving. Make sure to sweep or vacuum all the floors and clean all sinks, toilets, showers, tubs, counters, and cabinets. Do not forget to clean appliances like the stove, oven, and refrigerator.
- Remove all your personal property from the unit. Make sure to have everything out of the unit by the day that your tenancy ends. If you leave any property in the unit, your landlord can charge you the costs for storing it or getting rid of it, see “**Step 11: Getting Your Personal Property Back**” on page 44.
- Take photos of your unit after you have cleaned and removed your stuff. If your landlord later tries to charge you for cleaning or for damage you did not cause, these photos will show the condition of the unit when you moved out.
- Fill out a Condition Checklist. You can use the sample “**Conditions Checklist**” on page 66. If you filled out a Condition Checklist when you moved in, you should use the same form if possible. This checklist is an easy way to document the condition of your unit as you left it. If your landlord later tries to charge you for damage that you did not cause, this checklist will show that the damage was either there before you moved in or caused after you moved out. On your checklist, you should write down the condition of everything in your unit when you move out and describe any damage. You should provide your landlord with a copy of the Condition Checklist. You should also keep a copy for yourself in a safe place.
- Give your landlord your new address. Your landlord must return your security deposit within 14 days of your tenancy ending. To make sure that you get your security deposit back, you must give your landlord your new address. See “**Getting Your Security Deposit Back**” on page 45 and the “**Asking for Your Security Deposit Back**” sample letters on page 61 and 62.

### **Getting Your Security Deposit Back**

After you have moved out, your landlord must return your security deposit and/or provide an explanation of what money was taken out of it and why. This should be mailed to you within 14 days of your rental agreement ending. You must give your landlord the address where they should send your security deposit. For a sample letter, see “**Notice of Address for Return of Security Deposit**” on page 61. You should inform your landlord of your new address either before or immediately after you move out.

Your security deposit will likely never make it back to you if you do not give them your new address. However, your landlord cannot withhold your security deposit if you do not give them your new address. They must attempt to mail it to you. If you decide not to give your landlord your new address, your landlord does not have the right to keep this money, but after one year of moving out, the deposit effectively belongs to no one and you will not be able to ever get it back.

(Neb. Rev. Stat. § 76-1485)

### What Your Landlord Can Deduct from Your Security Deposit

Your landlord can **only** take money from your security deposit to pay for:

- Any damages that your landlord suffered by you not following the terms of your rental agreement, usually by not returning the unit clean and in good repair.
- Any rent that you owe.

If your landlord takes any money from your security deposit, they must send you any amount leftover and an explanation of what they took out within 14 days. This explanation must include the amount that they took from your security deposit and the reasons for taking that amount of money. Your landlord must return whatever money they do not take from your security deposit to pay for damages or unpaid rent.

### What Your Landlord Cannot Deduct from Your Security Deposit

- Your landlord cannot take money from your security deposit for ordinary wear and tear to your unit.
  - For more information on ordinary wear and tear, see “**Your Responsibilities as a Tenant**” on page 24.
- Your landlord cannot take money from your security deposit for no reason, or for any reason other than the two reasons listed above.

### What You Can Do to Increase Your Chances of Getting Your Security Deposit Back

- Make sure the unit is clean before you leave. Don't leave any trash or personal items in the unit.
- Make sure everything is in good condition. Everything should be repaired and in a similar condition to when you arrived in the unit.
- Take photos and fill out a condition checklist when you move in and before you move out. You can use the sample “**Condition Checklist**” on page 66.
- Tell your landlord in writing about any problems in your unit right away. If the damage is not your fault, make sure that your landlord knows. For sample letters you can send to your landlord, see the letters beginning with “**Request to Make Repairs**” on page 57.
- Tell your landlord your new address. Without it, they will not know where to send your deposit.

### What to Do if Your Landlord Does Not Return Your Security Deposit

Your landlord must mail your security deposit, along with an explanation if they took any money out, within 14 days from the date you moved out. If your security deposit is not sent until the 14th day, you may not receive the deposit until a few days after the 14th day. For this reason, you may have to wait a few days after the 14th day before you will know for certain if the security deposit was sent on time.

If your landlord does not return your security deposit within 14 days, you should send a letter demanding the return of your security deposit. For a sample version of this letter, see “**Demand for Security Deposit**” on page 62.

You can also sue your landlord in Small Claims Court for the return of your security deposit. You do not need an attorney to sue in Small Claims Court. To find out how to file in Small Claims Court, visit [www.supremecourt.nebraska.gov/self-help/small-claims/filing-small-claims-case-nebraska](http://www.supremecourt.nebraska.gov/self-help/small-claims/filing-small-claims-case-nebraska).

When you go to the hearing in Small Claims Court, be sure to take:

- A copy of your letter demanding your deposit,
- If you mailed it certified mail, the return receipt showing that the landlord got the letter,
- Your rental agreement, and
- Any other documents or photos you have related to your unit or the security deposit.

When you file a claim in Small Claims Court, you take the risk of having your landlord sue you back. They may sue you for more money than you are requesting from them. They may also hire an attorney to move the case to county court. That is why it is important for you to talk to a lawyer before taking this step.

Even if you win your case in Small Claims Court, there is no guarantee that your landlord will pay you the money that they owe you. You are responsible for collecting the money from the court’s judgment. You can visit the Nebraska Supreme Court website for more information on how to collect the judgment: <https://supremecourt.nebraska.gov/self-help/small-claims/collecting-your-money-after-judgment-information-judgment-debtor>.

(Neb. Rev. Stat. § 76-1416)

For information on how to obtain legal help if you cannot afford a lawyer, see “**Where to Go for Help If You Cannot Afford a Lawyer**” on page 52. To apply for assistance at Legal Aid of Nebraska, call our AccessLine® at 1-877-250-2016 or apply online at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

## **DISCRIMINATION**

### **What Is Discrimination in Housing?**

Both the federal Fair Housing Act and Nebraska law make it illegal for landlords, property managers, and realtors to treat you differently when renting or buying a home because of your race, color, religion, national origin, sex or gender, disability, or familial status (having children under 18 and/or someone who is pregnant in your household).

## Who Is Protected?

Federal and state law ban discrimination in housing because of a person's:

- Race
- Color
- Religion
- National Origin
- Sex or Gender
- Disability
- Familial Status (having children under 18 and/or someone who is pregnant in your household)

## What Actions Are Covered?

It is illegal discrimination for a landlord, property manager, or realtor to do the following things because of a person's race, color, religion, national origin, sex or gender, disability, or familial status:

- Refuse to rent
- Refuse to negotiate for the rental of a unit
- Discourage a potential tenant from renting a unit
- Say that a unit is not available for rent when it is available
- Make housing unavailable in some other way
- Use different procedures or requirements when someone is applying for a unit
- Set different terms or conditions for renting
- Set different amounts of rent
- Evict a tenant
- Refuse to make repairs
- Harass someone
- Refuse to make a reasonable accommodation
- Make an advertisement that states a preference for or against people

This is not a complete list of illegal actions. You can find out more by visiting [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp](http://www.hud.gov/program_offices/fair_housing_equal_opp).

## What Is a Reasonable Accommodation?

A **reasonable accommodation** is a change in the rules, policies, practices, or services that allows a person with a disability to use and enjoy housing. Under the Fair Housing Act, a person has a disability if they (1) have a physical or mental impairment that substantially limits one or more major life activities; (2) have a record of such impairment; or (3) are regarded or perceived as

having such impairment. It is illegal discrimination for a landlord to refuse to make a reasonable accommodation.

A reasonable accommodation could include rule changes like allowing a tenant to transfer to the first floor, setting up a rent payment schedule to accommodate when an individual receives income assistance, or allowing an individual to have an assistance animal in a building with a no-pets policy.

The law doesn't require the request to be made in a specific way. You can request a reasonable accommodation or modification either verbally or in writing. It is a good idea to make your request in writing and keep a copy so you have a record of your request. You can make the request or someone else can make the request on your behalf. You just need to make it clear that you are requesting an exception, change, or adjustment to a rule, policy, practice, service, or physical structure because of your disability.

You can provide a letter from a doctor, psychiatrist, therapist, social worker, or someone else who knows about your situation certifying that you have a disability and that you require the reasonable accommodation or modification because of your disability. Your landlord may approve your request, deny your request, or ask for more information. Your landlord may **not** ask to see medical records, to talk with your medical provider, or for detailed medical information.

If you think your landlord has wrongfully denied your request, see **“What Can I Do If I Think I Have Been Discriminated Against?”** on page 50.

Your landlord **must** respond to your reasonable accommodation or modification request. If your landlord does not respond to your request, see **“What Can I Do If I Think I Have Been Discriminated Against?”** on page 50.

### **What If I Have a Service Animal or Emotional Support Animal?**

There are two types of assistance animals that help people with disabilities: (1) service animals and (2) emotional support animals. An assistance animal is not a pet.

A **service animal** is dog that is individually trained to do work or perform tasks for someone with a disability.

An **emotional support animal** provides emotional support that helps improve the symptoms or effects of a person's disability. An emotional support animal does not need to be trained or certified. While dogs are the most common, other animals may be emotional support animals as well.

If you have an assistance animal and want to rent a unit, you must let your landlord know in advance that you have an assistance animal. If you are already renting a unit and would like to get an assistance animal, you should let your landlord know **before** you get an assistance animal.

If your landlord has a **no-pets policy**, you need to ask for a **reasonable accommodation** to keep or add an assistance animal in your unit. You can provide a letter from a doctor, psychiatrist, therapist, social worker, or someone else who knows about your situation certifying that you have a disability and that you require the assistance animal because of your disability. Your landlord may ask for more information about your disability-related need for the assistance animal. Your landlord may **not** ask to see medical records, to talk with your medical provider, or for detailed medical information.

Your landlord **must** respond to your reasonable accommodation request. If your landlord does not respond to your request, see “**What Can I Do If I Think I Have Been Discriminated Against?**” on page 50.

Landlords **cannot** charge you a pet fee or deposit for an assistance animal. Landlords cannot have weight, size, or breed restrictions for assistance animals. Landlords can have rules for the health and safety of others, like requiring that owners clean up after their animals or banning animals that engage in bad behavior like biting, jumping on others, or disturbing others.

### **What Can I Do If I Think I Have Been Discriminated Against?**

If you think you have experienced discrimination, you can file a complaint with the Nebraska Equal Opportunity Commission or with the U.S. Department of Housing and Urban Development (HUD). If you live in Omaha or Lincoln, you can contact your city’s office. You must file a complaint **within 1 year** of when you experienced the discrimination. You also have the right to file your discrimination complaint within two years of when you experienced the discrimination. The Fair Housing Center of Nebraska and Iowa can assist you with your request for a reasonable accommodation or modification and your complaint or need for more information about housing discrimination.

- Nebraska Fair Housing Center
  - (402) 934-675 or (800) 639-5853
  - [www.fhasinc.org/fair-housing-center.html](http://www.fhasinc.org/fair-housing-center.html)
- City of Omaha Human Rights and Relations Department
  - (402) 444-5055
  - 1819 Farnam Street, Suite 502
  - [www.humanrights.cityofomaha.org](http://www.humanrights.cityofomaha.org)
- City of Lincoln Commission on Human Rights
  - (402) 441-7624
  - [lchr@lincoln.ne.gov](mailto:lchr@lincoln.ne.gov)
  - County/City Building, 555 South 10th Street, Suite 304
  - [www.lincoln.ne.gov/city/attorn/human](http://www.lincoln.ne.gov/city/attorn/human)
- Nebraska Equal Opportunity Commission

- Lincoln office: (402) 471-2024 or (800) 642-6112
- Omaha office: (402) 595-2028 or (800) 382-7820
- Scottsbluff office: (308) 632-1340 or (800) 830-8633
- [www.neoc.ne.gov](http://www.neoc.ne.gov)
- U.S. Department of Housing and Urban Development (HUD)
  - (800) 669-9777
  - [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

## WHERE TO GO FOR HELP IF YOU CANNOT AFFORD A LAWYER

If you need legal assistance but cannot afford to pay a lawyer, you may be able to get free help or represent yourself in court. Below are some resources that may be helpful.

### Low-Income Legal Services

#### Legal Aid of Nebraska

[www.legalaidofnebraska.org](http://www.legalaidofnebraska.org)

Legal Aid of Nebraska provides free civil legal services for low-income and elderly people. Call Legal Aid of Nebraska's AccessLine® to see if you qualify for assistance. You can also apply online anytime at [www.legalaidofnebraska.org](http://www.legalaidofnebraska.org).

- AccessLine® at 1 (877) 250-2016
  - For Spanish, press #2
  - Monday & Wednesday 8:30 a.m. to 11:30 a.m. CST
  - Tuesday & Thursday 1:00 p.m. to 4:00 p.m. CST
- Elder AccessLine® at 1 (800) 527-7249
  - For people over age 60
  - Monday – Thursday 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 3:00 p.m. CST
- Native American AccessLine® at 1 (800) 729-9908
  - Monday – Friday 9:00 a.m. to 12:00 p.m. CST
- Rural Response Hotline at 1 (800) 464-0258
  - Monday – Friday 8:00 a.m. to 5:00 p.m. CST
- Disaster Relief Hotline at 1 (844) 268-5627
  - For victims of a recent disaster, such as a tornado or flood
  - Monday – Thursday 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 3:00 p.m. CST
- Legal Assistance for People with Developmental Disabilities (LAPDD) (Douglas County only) at 1 (844) 535-3533
  - Monday – Thursday 9:00 a.m. to 12:00 p.m. & 1:00 p.m. to 3:00 p.m. CST
  - Friday 9:00 a.m. to 12:00 p.m. CST
- Beginning Farmer & Rancher Development Program Hotline at 1 (855) 660-1391
  - Monday – Friday 8:00 a.m. to 5:00 p.m. CST

#### Legal Aid of Nebraska's Access to Justice (A2J) Centers

Legal Aid of Nebraska's Access to Justice (A2J) Centers are self-help centers where low-income and elderly people can get free legal resources including computers, forms, and self-help legal clinics.

- Omaha
  - 209 S. 19<sup>th</sup> Street, second floor

- Monday, Tuesday, and Wednesday from 1:00 p.m. to 4:00 p.m. *The hours the A2J Center is open may vary.*
- Call (402) 348-1069 or toll-free at 1 (888) 991-9921, or visit our website to find out more information.
- Lincoln
  - 941 “O” Street, third floor
  - Monday, Wednesday, and Thursday from 1:00 p.m. to 4:00 p.m. *The hours the A2J Center is open may vary.*
  - Call (402) 435-2161 or toll-free at 1 (800) 742-7555, or visit our website to find out more information.

## **Law School Legal Clinics**

### University of Nebraska-Lincoln College of Law Civil Clinical Law Program

[www.law.unl.edu/civil-clinic-clients](http://www.law.unl.edu/civil-clinic-clients)

The UNL Civil Clinical Law Program accepts a limited number of cases. Law students under the supervision of College of Law faculty represent clients. To complete an application for assistance, call the clinic at (402) 472-3271 between 8:00 a.m. and 5:00 p.m. Monday through Friday.

### Creighton University School of Law Legal Clinic

[www.law.creighton.edu/clinics/abrahams-legal-clinic/civil-law-clinic-services](http://www.law.creighton.edu/clinics/abrahams-legal-clinic/civil-law-clinic-services)

For Douglas County residents only. The Creighton Legal Clinic accepts a limited number of cases. Lawyers assisted by third-year law students represent clients. To complete an application for assistance, call the clinic at (402) 280-3068 between 8:30 a.m. and 4:00 p.m. Monday through Friday, or email the clinic at [clinic@creighton.edu](mailto:clinic@creighton.edu).

## **Self-Help Resources**

### Law Help NE

[www.lawhelpne.org](http://www.lawhelpne.org)

Law Help NE is a software program that helps people, who have to represent themselves, know what to do when they have been sued or have to go to court. Law Help NE has an extensive section on landlord-tenant law. You can access the program through the above URL.

### Nebraska Supreme Court Self-Help Forms

[www.supremecourt.nebraska.gov/self-help](http://www.supremecourt.nebraska.gov/self-help)

The Nebraska Supreme Court’s website provides an online legal self-help center. The site contains information, links to legal resources, and self-help forms to help people represent themselves in court without an attorney.

## Self-Help Centers

Self-Help Centers are open **when the courthouse is open and when volunteers are available.** Volunteers serve visitors on a walk-in, first-come, first-served basis. Due to the demand for services, you should arrive at least one hour before closing if you want assistance that day. Each location will post their own hours and services. This handbook provides information provided from the courts, but please be aware that this information can change at any time. Please contact the relevant self-help center for up-to-date information.

- **Buffalo County:** First Friday of the month from 10:00 a.m. to 2:00 p.m.
  - 1512 Central Avenue in Kearney, across from the Clerk of the District Court office
- **Douglas County:** Mondays and Wednesdays from 10:00 a.m. to 1:00 p.m.; first Friday of the month from 9:30 a.m. to 12:30 p.m.
  - 17<sup>th</sup> and Farnam Street in Omaha, across from the Douglas County Law Library, Harney Street level
- **Hall County:** Fridays from 11:00 a.m. to 1:00 p.m.
  - 111 West First Street in Grand Island, lower level across from Courtroom #3
- **Kimball County:** First Tuesday of the month from 12:00 p.m. to 1:00 p.m.
  - 114 East Third Street in Kimball
- **Madison County:** Third Friday of the month from 11:00 a.m. to 1:00 p.m.
  - 313 North Main Street in Madison, check in with the Clerk of the District Court Office (first office at the courthouse entrance)
- **Scotts Bluff County:** First and Third Thursday of the month from 11:00 a.m. to 1:30 p.m.
  - 1725 10<sup>th</sup> Street in Scottsbluff, basement level

## Nebraska Free Legal Answers

[www.ne.freelegalanswers.org](http://www.ne.freelegalanswers.org)

Nebraska Free Legal Answers is a free, online legal advice clinic where qualifying low-income Nebraskans can ask a volunteer lawyer a question about a civil (non-criminal) legal problem. To qualify, you must be at least 18 years old, live in Nebraska, not be currently incarcerated, and have household income and assets that meet certain poverty income guidelines.

## **Libraries**

### State Library

[www.supremecourt.nebraska.gov/administration/state-library](http://www.supremecourt.nebraska.gov/administration/state-library)

You can go to the State Library if you need access to legal resources, including using the internet to do legal research. A reference librarian is available to assist in person or by email at [NSC.lawlibrary@nebraska.gov](mailto:NSC.lawlibrary@nebraska.gov).

### Public Libraries

Your local public library may have some resources and public access to computers and the internet. To find your local public library, you can visit [www.nlc.state.ne.us/libraries/list.asp?libtype=PL](http://www.nlc.state.ne.us/libraries/list.asp?libtype=PL).

### University of Nebraska College of Law Library

[www.law.unl.edu/library](http://www.law.unl.edu/library)

The UNL College of Law Library is located on the East Campus of UNL at 1875 North 42<sup>nd</sup> Street in Lincoln. The Law Library has one public access computer for members of the public to conduct legal research. Reference assistance is available Monday through Friday from 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m. You can contact the Law Library by calling (402) 472-3548. You can contact the reference desk by emailing [lawref@unl.edu](mailto:lawref@unl.edu). Hours may vary during school breaks and over the summer.

### Creighton University Law School Library

[www.law.creighton.edu/academics/law-library](http://www.law.creighton.edu/academics/law-library)

The Creighton Law School Library is located at 2133 Cass Street in Omaha. The library is on the second floor of the Ahmanson Law Center. The Creighton Law School Library has public access computers available for legal research. Reference assistance is also available. The Law Library is open to the general public with legal research needs Monday through Friday from 7:00 a.m. to 7:00 p.m. while school is in session. The general library phone number is (402) 280-2875. Hours may vary during school breaks and over the summer.

### County Courthouses

Some county courthouses may have law libraries or computer access. Ask at your county courthouse to find out.

### **Referral Services**

Below are some ways to find a private lawyer. Private lawyers may charge for their services.

#### Nebraska State Bar Association Lawyer Referral

[www.nefindalawyer.com](http://www.nefindalawyer.com)

The Nebraska Find a Lawyer Referral Service is provided by the Nebraska State Bar Association for individuals who need a lawyer licensed to practice in the State of Nebraska and are not familiar with the legal community.

#### Omaha Bar Association Lawyer Referral Service

[www.omahalawyerreferral.com](http://www.omahalawyerreferral.com)

The Omaha Bar Association Lawyer Referral Service refers callers to private practicing attorneys in Douglas and Sarpy Counties. For more information call (402) 280-3603 or visit their website.

# **SAMPLE LETTERS AND CONDITION CHECKLIST**

These sample letters are templates you can use to send notices to your landlord. You can either fill in the blanks in the sample letters or use them as a guide to write your own. You can fill out the Condition Checklist to document the condition of the unit when you move in and out. Remember to always keep a copy of any letters you send to your landlord.

## **Table of Contents**

### **Asking Your Landlord to Make Repairs**

Request to Make Repairs .....	57
Request to Make Repairs Within 14 Days .....	58
Request to Make Repairs Within 14 Days (or I Will Call Code Enforcement).....	59
30 Day Notice to Terminate If Repairs Not Made in 14 Days .....	60

### **Asking for Your Security Deposit Back**

Notice of Address for Return of Security Deposit.....	61
Demand for Security Deposit.....	62

### **Telling Your Landlord Not to Come into Your Unit Without First Letting You Know**

Notice of Abuse of Access.....	63
--------------------------------	----

### **Telling Your Landlord You Will Move Out in 30 Days (if you have a month-to-month or verbal rental agreement)**

Notice of Termination of Rental Agreement .....	64
---	----

### **Agreeing with Your Landlord That You Will Move Out**

Mutual Termination Agreement .....	64
------------------------------------	----

### **Condition Checklist for Move in and Move Out**

Condition Checklist .....	66
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## Request to Make Repairs

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

This is a request for repairs to the property at \_\_\_\_\_.  
Tenant's Address

Specifically, the following repairs need to be made:

\_\_\_\_\_  
Describe needed repairs

\_\_\_\_\_

\_\_\_\_\_

Please complete these repairs by \_\_\_\_\_. Please ensure that you give notice at least  
Date  
24 hours before you, your contractor, or your employee enters the rental property. Thank you for  
your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

## Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was  
(check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to  
Date  
\_\_\_\_\_ at \_\_\_\_\_.  
Landlord's Name Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**Request to Make Repairs Within 14 Days**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

I am writing to give you notice of certain defects in the property located at \_\_\_\_\_  
Tenant's Address. Pursuant to Neb. Rev. Stat. § 76-1425, I am giving you notice of the following defects in my unit:

\_\_\_\_\_  
Describe needed repairs

These defects are a material noncompliance with our rental agreement and affect my household's health and safety. These defects were not caused by my household or guests. Pursuant to Neb. Rev. Stat. § 76-1425, you have fourteen (14) days to fix these defects. If these defects are not fixed within fourteen (14) days, I will pursue my legal remedies. Please ensure that you give notice at least 24 hours before you, your contractor, or your employee enters the rental property. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_.  
Landlord's Name Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**Request to Make Repairs Within 14 Days – Code Enforcement**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

I am writing to give you notice of certain defects in the property located at \_\_\_\_\_  
Tenant's Address. Pursuant to Neb. Rev. Stat. § 76-1425, I am giving you notice of the following defects in my unit:

\_\_\_\_\_  
Describe needed repairs

These defects are a material noncompliance with our rental agreement and affect my household's health and safety. These defects were not caused by my household or guests. Pursuant to Neb. Rev. Stat. § 76-1425, you have fourteen (14) days to fix these defects. If these defects are not fixed within fourteen (14) days, I will contact the code enforcement office for the City of \_\_\_\_\_  
Tenant's City and request that this property be inspected. I will also pursue other legal remedies. Please ensure that you give notice at least 24 hours before you, your contractor, or your employee enters the rental property. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Name at \_\_\_\_\_  
Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**30 Day Notice to Terminate  
If Repairs Not Made in 14 Days**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

I am writing to give you notice of certain defects in the property located at \_\_\_\_\_.  
Pursuant to Neb. Rev. Stat. § 76-1425, I am giving you notice of the following defects in my unit:

\_\_\_\_\_  
Describe needed repairs

These defects are a material noncompliance with our rental agreement and affect my household's health and safety. These defects were not caused by my household or guests. Pursuant to Neb. Rev. Stat. § 76-1425, you have fourteen (14) days to fix these defects. If these defects are not fixed within fourteen (14) days, our rental agreement will terminate in thirty (30) days. Please ensure that you give notice at least 24 hours before you, your contractor, or your employee enters the rental property. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Landlord's Name

at \_\_\_\_\_

\_\_\_\_\_  
Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**Notice of Address for Return of Security Deposit**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

I am writing to inform you of the address that my security deposit should be sent to within fourteen (14) days of my tenancy ending on \_\_\_\_\_. I paid a security deposit in the amount of \$\_\_\_\_\_. The remaining balance of my security deposit along with an itemized list of any deductions can be sent to the following address:

\_\_\_\_\_  
Tenant's New Address

Pursuant to Neb. Rev. Stat. § 76-1416, this security deposit along with an itemized list of any deductions must be sent within fourteen (14) days of my tenancy ending. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_  
Landlord's Name Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**Demand for Security Deposit**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

Pursuant to Neb. Rev. Stat. § 76-1416, my security deposit along with an itemized list of any deductions should have been sent to me within fourteen (14) days of my tenancy ending. I did not receive my security deposit or an itemized list of deductions within fourteen (14) days of my tenancy ending.

If my security deposit and an itemized list of deductions are not returned to me within the next four (4) days, I will pursue other legal remedies. The security deposit and the itemized list of deductions can be sent to the following address:

\_\_\_\_\_  
Tenant's New Address

Please send these items to me immediately. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to  
Date

\_\_\_\_\_ at \_\_\_\_\_  
Landlord's Name Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**Notice of Abuse of Access**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

I am writing to notify you that you abused your right to access the property located at \_\_\_\_\_ on \_\_\_\_\_ by entering the property in the absence of an emergency without invitation or proper notice as required by Neb. Rev. Stat. §§76-1423 and 76-1438.  
Address Date(s)

Please be advised that under Nebraska law, unless there is an emergency you may not enter the property without my consent and 24 hours' notice, and you may only enter at reasonable times. Pursuant to Neb. Rev. Stat. §§76-1423 and 76-1438 if you continue to abuse your right of access, I have the right to terminate the rental agreement and am entitled to the return of all prepaid rent and security, along with damages not less than an amount equal to one month's rent. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Name at \_\_\_\_\_  
Landlord's Address

\_\_\_\_\_  
Tenant's Signature

**Notice of Termination of Rental Agreement**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

Pursuant to the Nebraska Uniform Residential Landlord and Tenant Act, I am writing to provide notice that the rental agreement for the property located at \_\_\_\_\_ will terminate on \_\_\_\_\_.  
Tenant's Current Address Move-out Date  
(must be at least 30 days from date of notice)

I paid a security deposit in the amount of \$\_\_\_\_\_. The remaining balance of my security deposit along with an itemized list of any deductions can be sent to the following address:  
\_\_\_\_\_  
Tenant's New Address

Pursuant to Neb. Rev. Stat. § 76-1416, this security deposit along with an itemized list of any deductions must be sent within fourteen (14) days of my tenancy ending. Thank you for your prompt attention to this matter.

\_\_\_\_\_  
Tenant's Signature

**Certificate of Service**

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_ at \_\_\_\_\_.  
Landlord's Name Landlord's Address

\_\_\_\_\_  
Tenant's Signature

## Mutual Termination Agreement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

\_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

The parties, \_\_\_\_\_, landlord, and \_\_\_\_\_, tenant, agree to terminate the rental agreement between the parties for the property located at \_\_\_\_\_  
\_\_\_\_\_  
Rental Property Address  
\_\_\_\_\_. Said termination is effective at 11:59 PM on \_\_\_\_\_  
Date. Rent pursuant to the rental agreement between the parties will end as of that time. By mutually agreeing to terminate the rental agreement, the landlord does not waive any claim for damages that they may have against tenant, nor does the agreement have any effect on the parties' responsibilities regarding the return of the tenant's damage deposit or the application of said deposit to appropriate damages. Upon fulfillment of the agreement by the tenant, the landlord will not seek restitution of premises through eviction.

\_\_\_\_\_  
Tenant/Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord/Agent Signature

\_\_\_\_\_  
Date

### Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was (check all that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on: \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_  
Landlord's Name at \_\_\_\_\_  
Landlord's Address

\_\_\_\_\_  
Tenant's Signature

## Condition Checklist

To: \_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Street Address

\_\_\_\_\_  
Landlord's City, State, ZIP Code

From: \_\_\_\_\_  
Tenant's Name

\_\_\_\_\_  
Tenant's Street Address

\_\_\_\_\_  
Tenant's City, State, ZIP Code

**Move in Date:** \_\_\_\_\_

I/We inspected the unit on \_\_\_\_\_ and the condition of the unit is circled next to each item. If  
something is damaged, I/we have explained the damage in the Notes section. I/We have taken  
photos of each item below. I/We certify that a true and accurate copy of the below was (check all  
that apply) \_\_\_ mailed first class postage prepaid \_\_\_ hand delivered on \_\_\_\_\_ to  
\_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Landlord's Name

\_\_\_\_\_  
Landlord's Address

\_\_\_\_\_  
Tenant Signature(s)

\_\_\_\_\_  
Date

**Move out Date:** \_\_\_\_\_

I/We inspected the unit on \_\_\_\_\_ and the condition of the unit is circled next to each item. If  
something is damaged, I/we have explained the damage in the Notes section. I/We have cleaned  
the unit and removed all personal property. I/We have taken photos of each item below. I/We  
certify that a true and accurate copy of the below was (check all that apply) \_\_\_ mailed first class  
postage prepaid \_\_\_ hand delivered on \_\_\_\_\_ to \_\_\_\_\_ at  
\_\_\_\_\_.

\_\_\_\_\_  
Landlord's Address

\_\_\_\_\_  
Tenant Signature(s)

\_\_\_\_\_  
Date

**Living Room**

	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		

**Kitchen**

	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Refrigerator</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Stove/Oven</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Dishwasher</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Sink</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Counters</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Cabinets</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		

**Bathroom(s)**

<b>#1</b>	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:

<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Bathtub/ Shower</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Sink</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Toilet</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		
<b>#2</b>	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Bathtub/ Shower</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Sink</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Toilet</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		

\*If there are more bathrooms, attach additional page(s).

**Bedroom(s)**

<b>#1</b>	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:

<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		
<b>#2</b>	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		
<b>#3</b>	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		
<b>#4</b>	<b>Move In</b>	<b>Move Out</b>
<b>Walls</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Floors</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Ceiling</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Light Fixtures</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Windows</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		

\*If there are more bedrooms, attach additional page(s).

**Other**

	<b>Move In</b>	<b>Move Out</b>
<b>Front Door</b>	New Good Fair Poor Damaged Lock works: Yes No Notes:	New Good Fair Poor Damaged Lock works: Yes No Notes:
<b>Back Door</b>	New Good Fair Poor Damaged Lock works: Yes No Notes:	New Good Fair Poor Damaged Lock works: Yes No Notes:
<b>Smoke Detectors</b>	All smoke detectors were tested and work: Yes No Notes:	All smoke detectors were tested and work: Yes No Notes:
<b>Fire Extinguisher</b>	Fire extinguisher: Yes No New Good Fair Poor Damaged Notes:	Fire extinguisher: Yes No New Good Fair Poor Damaged Notes:
<b>Hallways</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Stairs</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Air Conditioning</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Heat System</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Parking Area</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Lawn</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Patio, Deck, Terrace, etc.</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Basement</b>	New Good Fair Poor Damaged Notes:	New Good Fair Poor Damaged Notes:
<b>Other</b>		

**Additional Comments**

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