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LANDLORD AND TENANT HANDBOOK

"Promoting Justice, Hope, Dignity and Self-Sufficiency through quality legal aid for those who have nowhere else to turn."

Legal Aid of Nebraska

legalaidofnebraska.com

Revised July 2014

This Landlord and Tenant Handbook was developed by Legal Aid of Nebraska, a private, non-profit law firm that provides legal services to low-income Nebraskans. If you would like more information about Legal Aid of Nebraska, or if you would like to make a donation, please visit our website at

www.legalaidofnebraska.com.

If you would like to apply for services please call:

- **AccessLine® at 1-877-250-2016**
For Spanish - Press #2
Monday & Wednesday 9 a.m. – 11 a.m. CST
Tuesday & Thursday 1:30 p.m. – 3:30 p.m. CST
- **Elder AccessLine® for people over age 60**
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Monday – Thursday 9 a.m. to 12 p.m. & 1 p.m. to 3 p.m. CST
Fridays 9 a.m. - 12 p.m. CST
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Important Disclaimer

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

Please understand that the information contained in this Handbook is based upon generally applicable Nebraska law. Some laws and procedures may vary depending on which county in Nebraska you live and the specifics of your case. If you want legal advice about your specific issue you must consult an attorney in your area.

LANDLORD AND TENANT HANDBOOK

If you are having a problem with your landlord, want to better understand your lease, or want to know more about your rights as a tenant, this Handbook will help explain Nebraska law governing landlords and tenants. These laws are complicated and can be confusing; so you

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should always call an attorney as soon as you begin having a problem with your landlord or receive court papers. The sooner you call an attorney the better.

The information in this handbook is not meant to substitute for the advice of an attorney. If you decide to send any of the notices or letters described in this Handbook, they must be put in writing and mailed to the landlord, preferably by certified mail, return receipt requested. You should keep a copy of the letter you send and the return receipt if you used certified mail, as this is evidence that you sent the notice. You should always keep a copy of any letter or notice you ever send to your landlord or any other person with whom you have a disagreement.

If you live in a mobile home (a trailer), the rules for landlords and tenants are somewhat different. You should consult with an attorney about those rules if you are having a problem with your landlord or have questions about your rights as a mobile home tenant.

If you live in public housing or receive a Section 8 housing voucher, other laws may apply. Please call Legal Aid of Nebraska's AccessLine® at 1-877-250-2016 to apply for assistance.

If you are Native American and live on a reservation, or live in tribal housing, please note that other laws may apply. You can call Legal Aid of Nebraska's Native American AccessLine® at 1-800-729-9908 to apply for assistance.

1. If you are thinking about signing a lease

Inspect the unit.

Before you sign a lease, you should inspect the house or apartment (called the "unit" or the "home") to make sure the unit is in good condition. If you want certain repairs to be made before you move in, then do not give the landlord any money until he agrees in writing to make the repairs by a certain date. If you want to move in even though the problems have not been fixed yet, then get an agreement in writing signed by the landlord which lists the repairs needed to be made by the landlord and gives a date when the repairs need to be done. Be sure and keep a copy of any agreement.

Sign a move-in checklist.

Even if you do a walk-through inspection of the apartment and find no major problems, make sure that you and the landlord sign a move-in checklist that describes the condition of the unit. If the landlord will not sign a checklist, then make your own using the sample Tenant Checklist (Sample E at the back of this Handbook), sign and date it, mail it to the landlord, and keep a copy for yourself. If the landlord refuses to fix the problems and later tries to charge you for causing these same damages to the unit, then your checklist will be good evidence that the damages were already there when you moved in. Some examples of the type of damage to note on the list include dirty walls, scratched furniture, broken windows, stained carpets, leaky pipes, etc. You and the landlord should sign a move-out checklist also so that you both agree as to what has been damaged while you lived there.

If you discover problems right after you move in or your landlord will not let you move in.

When you first move in, if you discover problems you did not know about before you moved in, you may be able to end the lease. If your landlord does not let you move in, then you may be able to end the lease. To end your lease for these reasons, you need to give or send the landlord written notice that within five days the lease will end and the reasons why. You need to talk to a lawyer before doing this.

If you have already moved in and have found problems with the unit, see the "If you are having trouble getting the landlord to make repairs to your unit" section below for what you can do.

What kind of rental agreement will you have?

Leases are one kind of rental agreement. A rental agreement may be written or verbal. If the rental agreement is written down, it is called a lease. If the agreement is verbal, then there is nothing written down about the terms of renting the unit. It is almost always better for you to have a written lease so that there is less disagreement later on between you and your landlord about the terms of renting your unit. If your lease is written, then your landlord should give you a copy of it, and if he will not, then you should not rent from that landlord.

Why is my lease so important?

Once you and the landlord have signed the lease, it is a legally binding agreement and you will be held responsible for complying with the lease. If you want the landlord to change anything in the lease, tell him so before you sign the lease and check the lease to make sure he does it. After the lease is signed, any other changes must be put in writing and signed by you and the landlord.

Before signing a lease, you need to have time to read it carefully and make sure you completely understand it. You can tell the landlord you need to take the lease home with you to read it. If the landlord tells you that you must sign the lease immediately or you will not get to rent the unit, then consider renting somewhere else. You should review the lease very carefully and ask someone for assistance if you are having trouble understanding it, or call Legal Aid of Nebraska's AccessLine ® for help.

What should I look for in a lease?

- A. Length of lease
- B. Amount of Rent and When Rent is Due
- C. Raising the Rent
- D. Utilities
- E. Repairs
- F. Number of People in Unit
- G. Pets
- H. Leaving for several days
- I. Lead paint
- J. Blank Space or Extra Writing

A. Length of time of the lease.

The lease should state the length of time you will be renting the unit. This could be one year, one month, or a shorter or longer period of time. Whatever the time period, remember that generally you are responsible for paying the rent for that entire period.

Some leases automatically renew for another term (period of time). For example, a one year lease may renew for another year. Look for wording in the lease that requires you to terminate, or end, the lease in writing in order to prevent it from automatically renewing. Remember to send this notice terminating the lease at the end of your lease period if you do not want it to automatically renew. See the "If you want to terminate your lease" section below for instructions on how to send such a notice.

Some leases turn into a "month to month" lease once the original lease term has ended. This simply means that you are bound by the same terms of the lease as before, except that the lease term is only one month long and the lease automatically renews each month unless you or the landlord terminates the lease properly.

B. Amount of Rent.

The lease must state the amount of rent that you will owe and when that rent is due. If the rent amount given says "annually" that means the amount due is for the whole year. You should ask the landlord to add to the lease the rent amount for each period (for example, each month or each week). The lease should also tell you where to pay your rent. If the lease does not say when your rent is due, it is due on the first day of each month or, if you have a weekly lease rent is due on the first day of each week. Look for late fees in the lease that will be charged if you are late in paying the rent. Always get and keep a receipt each time you pay rent.

C. Raising the rent.

If you have a written lease, the landlord cannot raise the rent during the period of time you are renting under the lease. If you have a month to month rental agreement, either in writing or verbal, then the landlord can raise the rent by giving you notice in writing at least 30 days before your next rent payment is due.

D. Utilities.

Make sure the lease explains what utilities you will have to pay, such as gas, electricity, water, and cable or television reception service.

E. Repairs.

The law requires your landlord to keep the property in good repair. You are responsible for maintaining the condition of the property except for reasonable wear and tear. Check for terms in the lease that make you responsible for fixing or replacing certain items in the unit. For information on what repairs are your responsibility or how to proceed when your landlord refuses to make repairs, see the section below called "If you are having trouble getting the landlord to make repairs to your unit".

F. Number of People in Unit.

You need the landlord's permission in writing to have someone other than yourself living in the unit. Make sure your lease lists all people living in the unit with you. If you would like to add a person living with you after the lease agreement is signed, this should be added to the lease or stated in a separate letter signed by the landlord.

G. Pets.

Many leases do not allow pets. If you plan to have a pet living in the unit, you must have the landlord's permission in the lease. You may be required to pay an additional pet deposit along with your security deposit. The separate pet deposit cannot be greater than one quarter of the periodic rental amount.

H. Leaving for several days.

The lease may mention what happens if you are gone from your unit for a period of time. The law requires you to notify your landlord in writing if you are going to be away for more than seven days. If you do not, then your landlord may be allowed to move your personal property out and rent the unit to someone else.

I. Lead Paint.

If the apartment building or house was built before 1978, your landlord must give you informational materials on lead based paint and let you know of any lead paint dangers in the unit. This information does not need to be in the lease, but must be given to you. You should contact the local health department if your landlord has not given you this information.

J. Blank spaces or extra writing.

Do not sign a lease with blank spaces in it. The lease should be filled out completely before you sign it. Look at the lease carefully before you and the landlord sign it to make sure that the landlord has not written anything else on the lease that you did not agree to. If there are blank spaces, put a line or an “x” completely through them.

2. If your landlord has refused to rent to you because of your race, color, religion, national origin, handicap, or because you have children.

Under Nebraska law and federal law, a landlord may not discriminate in renting a unit to you and may not evict you based on your race, color, religion, national origin, handicap or because you have children. If you think that the landlord is discriminating against you for one of these reasons, call the Nebraska Fair Housing Center at 1-800-639-6675, or 402-934-6675 in Omaha. You may also file a complaint with the Nebraska Equal Opportunity Commission at 1-800-642-6112.

3. If you received a 3-day notice of nonpayment of rent from your landlord.

This type of notice is sometimes called a “3-day Notice to Quit”. A 3-day notice is the way a landlord lets you know you are behind in rent. The notice must state the amount of rent you have to pay, that you have 3 days to pay the amount due and it will usually say that unless you pay the rent in full within 3 days, your lease will terminate (meaning your lease will end). Your landlord may send you a 3-day notice in the mail, hand it to you in person or leave it on your door.

You need to pay the entire amount of back due rent within these three days or the landlord may begin proceedings to evict you. The landlord cannot put you out himself, even if you did not pay the amount due within 3 days, until he gets a court order evicting you.

Pay your rent in full plus any late fees within three days.

If you pay the entire back rent due within the 3 days, the landlord must accept it and you can continue to stay in the unit.

If you offer to only pay part of the amount due, the landlord does not have to accept it.

If you cannot pay the rent in full within three days, your landlord may file a lawsuit.

If you do not pay your rent in full within three days, or if try to pay the back rent after the 3 days is up, the landlord does not have to accept it. Instead, he can sue you in Court to have you evicted (in Court this is called a “restitution of premises” lawsuit). If the landlord files an action in court to have you evicted, a hearing will be scheduled. You have the right to attend the hearing and tell your side to the court. But, if the court determines that your landlord gave you a proper 3-day notice and that you did not pay the amount due within the 3 days, the court can issue an order to evict you. The court can also order you to pay the back rent due plus other damages and court costs. If the court orders your eviction, the landlord can now have the sheriff force you to move out. See “If you have been sued (received papers from the court)” below for more information on what to do if you have been sued.

4. If you receive a notice stating that you violated the rental agreement and it will be terminated.

Termination for violation (breach) of the lease other than nonpayment of rent.

If you receive a notice or letter from your landlord that says you violated the lease or rental agreement for some reason, you do not need to move yet. The landlord may give you this kind of notice if he feels you are doing something that is not allowed under the lease, something that affects health or safety, or if you need to make repairs to the unit. The notice must give you 14 days after the date you received the notice to fix the problem. The lease will end in 30 days if the problem is not fixed within those 14 days. If you have a month-to-month rental agreement, the landlord could terminate the rental agreement by giving you a notice to terminate. This notice must be given at least 30 days prior to the date upon which rent is due.

Even if the lease ends your landlord cannot put you out or lock up your property without first going to court and evicting you.

Termination for no reason.

If you have a verbal rental agreement (nothing in writing), your landlord can terminate your lease even if you are paying your rent and not causing any problems. If the landlord does this, he must give you thirty days written notice that he is ending the lease. If you have a written lease, the landlord must follow the procedures in the lease for ending the lease.

What are your responsibilities as tenant?

- Keep the unit clean, safe and follow the local housing code
- Get rid of your garbage in a clean and safe way
- Fix any damages you did or your guests did
- Do not bother your neighbors with noise or other behavior

5. If you are without hot or cold running water, electricity, gas, or other essential service.

If you want to stay at the property:

It is your landlord's responsibility to make available to you electricity, gas and hot and cold running water (even though you might pay the bills for these services). If you are without these services because something is not working properly or because the landlord turned them off, give your landlord a notice in writing telling him about the problem or send a notice by certified mail right away. Make sure you date the notice and keep a copy of it for yourself. If your landlord does not fix the problem, there are a couple of things you can do without ending the lease.

- 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 it. If you do this you do not have to pay rent for the days you are not living at home.

If the landlord cut off your service on purpose, you can do either of these two things above and sue him for one month's rent and your attorney's fee. Talk to a lawyer before taking these steps!

If you want to end the lease:

If your landlord has willfully disconnected your electricity, gas, heat or your running water, you can send or give your landlord a notice in writing telling him about the problem and telling him you are terminating your lease. Make sure you date the notice and keep a copy of it for yourself. Your lease will then be ended and you can move out and stop paying rent. You can also sue your landlord after you have terminated the lease for not fixing the problem. 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 first before taking these steps.

6. If you are having trouble getting the landlord to make repairs to your unit.

Your landlord must:

- A. Keep your home up to the local housing code standards materially affecting health and safety, if your city has a local housing code.

- B. Make all repairs and do whatever is necessary, after receiving written or actual notice, to put and keep your home in a fit and habitable condition.
- C. Keep all common areas of the home in a clean and safe condition, including ensuring that stairways, approaches, and entry ways are safe to use and can support people.
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitation, heating, ventilation, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her.
- E. Keep the foundation, floor, walls, ceilings, and roof weatherproof, waterproof and rodent proof.
- F. Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle.
- G. Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

In order for you as a tenant to enforce any of these provisions, you need to give your landlord written notice of the problem. If your landlord does not make appropriate repairs, your remedies could include terminating the rental agreement, money damages, or obtaining injunctive relief. You should discuss your enforcement options and potential remedies with an attorney.

Two Options.

A. If you want to end the lease.

If you want to end the lease, then you need to send your landlord a written notice that you will end the lease 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 yourself along with the certified mail return receipt. Use Sample Letter A for this.

B. If you want to stay at the property.

i. If your city has no local housing code enforcement office.

If you want to stay at the property and your city does not have a local housing code enforcement office, you need to send the landlord a written notice that he/she needs to fix the problem within 14 days or you will pursue other legal remedies. Use Sample Letter B for this. You may be able to sue for money damages if the landlord does not fix the problem, or you may be able to get an injunction which orders the landlord to do something or refrain from doing something. An example of injunctive relief could be if your landlord has stopped heat to your home, he may be ordered by the court to provide heat to your home. In this example, the landlord may be ordered to pay you money damages and attorney's fees. You should consult with an attorney about this.

ii. If you city has a local housing code enforcement office.

If you want to stay at the property and your city has a local housing code enforcement office, you should call the local code enforcement office and ask them if you need to send the landlord notice before you make a report with them. If you need to send the landlord notice before making a report with the code enforcement office, use Sample Letter C. You may also be allowed to sue for money damages for the landlord not fixing the problem, so you should also tell the landlord in the notice that you will "pursue your other legal remedies" if he does not fix the problem in the 14 days. You should consult with an attorney about this.

Take pictures of the problems in your home that you notified the landlord about for use later on if you go to court.

Money Damages.

You may be able to sue for money damages because your landlord did not fix the problem after you gave him the notice. If your landlord tries to evict you for not paying your rent, you may have a defense to the eviction because your landlord did not fix the problem. You should call a lawyer for advice about this.

Retaliation by the Landlord.

If you do call code enforcement, the landlord is not allowed to get back at you by raising your rent, evicting you or cutting off your gas, electric or water. See "If you are without hot or cold running water electricity, gas, or other essential service." Call a lawyer or Legal Aid of Nebraska's AccessLine® if this happens.

7. If your landlord has entered your apartment/house without your permission.

Your landlord needs to give you at least one day's notice before coming into your unit and he may not come in at unreasonable times, like the middle of the night. Your landlord can only come into the unit to inspect it, make repairs, or show it to future tenants or buyers. The landlord may come in without any notice only if there is an emergency like a broken water pipe or a fire.

If your landlord does not give you notice one day before entering your unit, or continues to bother you with frequent inspections, you should call a lawyer. You may be able to sue the landlord and get money damages and your attorney's fees.

8. If your apartment/house has been damaged by fire or flood.

If your unit is damaged by a fire, flood or has other serious damage that is not your fault, then you may move if you cannot live there in a normal way. After you move, you have 14 days in which to send the landlord a written notice that you are ending the lease. If you do this, you will not owe any rent from the day you moved out. Save a copy of any notice you send the landlord.

9. If you want to terminate your lease.

If you have problems in your unit with repairs that need to be done or if you have not paid your rent, then look at the other questions in this handbook for more information. If you just want to move because you have found another place to live or you will not be able to pay the rent next month, then you will have to do the following:

If you have a month-to-month lease, a week-to-week lease, or a verbal agreement, you need to give the landlord a written notice that you are terminating your lease at least 30 days before the next time you will pay rent. For example, if you pay rent on the first of each month and you want to end your rental agreement on November 1, you would need to give your landlord written notice on or before October 1.

If you have a year long lease or have a lease in writing and you want to move before it is ends, then check the lease carefully for special rules on ending it. You may want to call a lawyer for advice.

Even if you send the notice mentioned in the paragraph above, you are still responsible for rent for the rest of the lease time unless your landlord can rent the unit to someone after you move. If that happens, you get credit against the amount of rent you will owe for the months that the unit is rented by new tenants. For 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 place to someone else starting August 1, you would only be responsible for July's rent. Save a copy of any notice you send the landlord.

10. If you have been sued (received papers from the court).

If you have been sued, the papers you receive will have the name of the court at the top and state your name as the defendant. If you receive papers like this, you need to contact an attorney. If you cannot afford an attorney, please see "Where You Can Go If You Cannot Afford An Attorney" at the back of this Handbook.

Please note that if you have been evicted by a court and you receive public housing benefits or you apply in the future for public housing benefits, an eviction could affect your ability to obtain these benefits. You should contact an attorney right away if you are sued for eviction.

You will be served.

Your landlord might file suit against you to evict you from the property and/or to get money from you to pay for damages he may say you caused. If this happens, you will be served papers, called a Summons, by someone from the sheriff's office or another process server hired by the landlord. The papers will have the date, time and place of the hearing on them. The papers will also tell you the deadline for filing your written Answer.

You must file an answer.

The Answer is your response to the landlord's claims. You must file an Answer by the deadline indicated on the papers you were served with. The county court clerk's office may have Answer forms for you to complete. You should write in your answer why you should not be evicted and/or why you do not owe the money the landlord is asking for. You should speak to an attorney before filing an Answer.

- A. If you do not file an Answer, **or** if you do not appear at the hearing, the landlord may get the eviction approved and any money he is asking for. This is called a default judgment. You will receive a copy of the judgment in the mail.
- B. If your landlord is trying to evict you and you do not have an attorney to represent you make sure you attend the hearing. Bring any relevant paperwork with you, along with any witnesses you may want to testify.

Reasons why the landlord might not be able to evict you even if you didn't pay your rent.

- 1. Your landlord stopped your electricity, gas, water or other necessary service.
- 2. Your unit was in such poor repair that the judge believes it should not be lived in.
- 3. If your landlord is trying to evict you because he claims you have not paid your rent, but you have receipts for your rent payments. Take those receipts to show the judge at the hearing. Your landlord may not be able to continue with the eviction if he accepted even part of the rent that is due before you go to court.
- 4. Your landlord came into your home without any notice or came at unreasonable times of the day or night.
- 5. Your landlord failed to give you the proper written three day notice for non-payment of rent, and/or 14-30 day notice for violating terms of the lease discussed elsewhere in this Handbook.

If you are evicted, you need to move.

If the court orders you to be evicted and you do not move, then a constable or sheriff will come to your unit and remove you and your belongings. The constable or sheriff has ten days from the date of your eviction hearing to do this. But he can come out the very next day or any time within the next ten days, so once you have been evicted, move your belongings out of your home immediately.

Move your property out right away.

If you have been evicted by the court and need to move, get your property out of the unit right away. Even if you do not have another place to live, put your things in storage or move them to a friend's house. If you leave property there, it is often difficult to get your property back, even though your landlord cannot throw it out on the curb or throw it away without first giving you a chance to get your property. The landlord must give you a written notice that he is storing your property and tell you where you can pick it up. You could be charged fees if the landlord has to move and store the property. These fees often add up to hundreds of dollars so it is important to move everything out when you leave. If the landlord gave you the notice in person, you have at least 7 days to get the property and pay him the fees. If the landlord sent the notice to you in the mail, then you have at least 14 days from the day the notice was postmarked to get the property and pay him the fees.

If you do not pick up your property and pay the fees before the deadline, your landlord can sell it at a public sale. The landlord must then return whatever money he gets from the sale to you less the costs of storage and of the sale. If your landlord cannot find you, he must give the money to the State Treasurer's Office. If the landlord thinks the property is worth \$1,000 or less, and you have not picked it up and paid the fees on time, then he can keep the property for himself or get rid of it.

There will be a second hearing to decide if you have to pay the landlord money damages.

If you file an answer, there will be a second hearing about money you may owe the landlord for unpaid rent, late fees or damages. If you believe that you do not owe this money, then you should contact an attorney for advice. You should attend this hearing because if you do not, the court can enter a default order requiring you to pay the money damages your landlord is asking for.

11. If your landlord has locked you out of your apartment/house.

A landlord cannot lock you out of your unit unless he has already gone through an eviction process with the court and has gotten a judgment against you saying that he can take possession of the unit. The landlord must have a constable, sheriff, or person from the court come to evict you (make you move). If the landlord comes himself and tries to put you out, call the police.

When a landlord locks you out without an eviction order from the court, you should first contact an attorney. If you cannot afford an attorney, see “Where You Can Go If You Cannot Afford An Attorney” at the back of this Handbook. You can send or give your landlord a written notice about the lockout and demand that your landlord let you back in the unit. Be sure to keep a copy of the notice for yourself. After you send or give the notice to your landlord, you can sue your landlord to get back in your unit, or, you can simply state in the notice that the rental agreement is ended. Whichever you do, you can also sue for money damages equal to what 3 months rent would have been plus your attorney's fees, security deposit and prepaid rent if you win. Again, you should talk to an attorney about this.

12. If your landlord has taken or locked up your personal property.

If you have already moved out, see the section above, “If you have been sued (received papers from the court)”.

If you are still living in the unit, then call the police and report that your property has been taken. If the landlord has only given you a 3-day notice about your rent and there has been no eviction judgment by a court against you yet, then you may have a defense to the eviction because your landlord took your property unlawfully. You need to call a lawyer for advice about this.

13. If you want to get your security deposit back.

How much do you have to pay as a deposit?

Your landlord can require you to pay a security deposit. Your security deposit cannot be more than one (1) month's rent unless you are allowed to have a pet and actually have one. So, if your rent is \$200.00 per month, your security deposit cannot be more than \$200.00. If you are allowed to have a pet and you actually have one, your security deposit cannot be more than 1 and 1/4 months' rent. In this case, if your rent is \$200.00, your deposit could not exceed \$250.00.

Can the landlord keep your deposit?

Your landlord may keep your deposit money after you move out only if it is necessary to cover damages that were done by you or to cover back rent not paid by you. If you move out and leave the place a mess, the landlord may deduct the costs of cleaning the unit from your deposit. Normal wear and tear caused to the unit is not damage for which the landlord may keep your deposit. Take pictures of your unit as you move out to prove that you left it in good condition. When you are moved out, go through your unit with your landlord and complete the landlord-tenant checklist. Remember, you should have gone through the checklist and written down the condition of the unit back when you moved in. You can use Sample E, which is a sample checklist at the back of this Handbook.

How to get your deposit back after you move.

To get your deposit returned after you move, you must demand in writing that your landlord return your deposit. Send your landlord a certified letter demanding the return of your deposit, and keep a copy of the letter for yourself. You can use Sample D, which is a sample deposit demand letter, located at the back of this Handbook. Make sure your letter states a good address where the landlord can send you the deposit. Your landlord must return your deposit within 14 days after you request it.

If your landlord doesn't send all of your deposit back, you have a right to know: a) exactly why the money is being held; and b) receive an itemized list of what the money was spent on. If your landlord does not send you a letter explaining these things, you can sue him for the return of the deposit. You can sue the landlord in Small Claims Court for the return of your deposit. You do not need an attorney to sue in [Small Claims Court](#). For more information about how to file in Small Claims Court, including sample forms, visit <http://www.supremecourt.ne.gov/self-help/small-claims/resources-index.shtml>. When you go to the hearing in Small Claims Court, be sure to take a copy of your demand letter with you and the certified mail return receipt showing that the landlord picked up the letter.

How to make sure you will get your deposit back.

- A. Leave the unit clean. Make sure you have witnesses who can say the place was clean when you left. Take pictures.
- B. If there is damage to the unit when you move in, make sure the landlord knows it. Follow the directions in "if you are thinking about signing a lease" about signing a move-in and move-out checklist.
- C. If anything happens to the unit while you are renting it, report it immediately to the landlord. Write a note or letter; keep a copy for yourself. Be sure it is dated and be sure the landlord knows that it was not your fault.

14. If you are living in Section 8, OHA or other public housing.

The rules in this handbook may apply to tenants in Section 8 or public housing. However, there are many specific rules that public housing tenants must follow because they are receiving housing benefits that are not contained in this handbook. You should consult your Housing Authority or Section 8 caseworker first to request assistance with your situation. If a problem does not get resolved, you should ask for information on how to appeal the decision of the public housing authority and contact Legal Aid of Nebraska's AccessLine® for assistance.

A FEW REMINDERS FOR TENANTS:

1. If at all possible, get a written lease from the landlord instead of relying on a verbal agreement.
2. Insist on signing a move-in checklist to note any problems with the apartment/house, make sure the landlord signs it too, and keep a copy.
3. Always pay your rent on time even if your landlord does not charge late fees, and get a receipt for each payment.
4. Make any important communications with your landlord in writing, send it certified mail return receipt requested, and keep a copy for you records.
5. Do not ignore papers given to you or sent to you by the court.
6. Never stop paying your rent without the advice of an attorney.

Sample Letter A (14 day notice to fix or terminate)

Date:

To:

From:

Re: (Your unit address and #)

Pursuant to the Nebraska Residential Landlord Tenant Act, I am giving you notice of certain repairs that need to be done. They are: (list repairs)

These defects affect my family's health and safety and were not caused by me or my family. You have a duty to make these repairs under state law and under the Housing Code of the City of _____ (insert city name). You have a duty to make these repairs and if they are not taken care of in fourteen (14) days of receipt of this letter, I will terminate my tenancy and move out thirty (30) days from your receipt of this letter.

Sincerely,

(your signature)

(Street Address, Unit Number, City)

Sample Letter B (14 day notice to fix)

Date:

To:

From:

Re: (Your unit address and #)

Pursuant to the Nebraska Residential Landlord Tenant Act, I am giving you notice of the following defects or conditions that need to be repaired within fourteen (14) days after you receive this letter. They are: (list repairs)

These defects affect my family's health and safety and were not caused by me or my family. You have a duty to make these repairs under state law.

If the listed repairs are not made or the conditions corrected I will pursue my other legal remedies. I hope we can resolve this problem.

Sincerely,

(your signature)

(Street Address, Unit Number, City)

Sample Letter C (14 day notice to fix or call code inspector)

Date:

To:

From:

Re: (Your unit address and #)

Pursuant to the Nebraska Residential Landlord Tenant Act, I am giving you notice of the following defects or conditions that need to be repaired within fourteen (14) days after you receive this letter. They are: (list repairs)

These defects affect my family's health and safety and were not caused by me or my family. You have a duty to make these repairs under state law and under the Housing Code of the City of _____ (insert city name).

If the listed repairs are not made or the conditions corrected I will contact the code enforcement office for the City of _____ and request that this unit/property be inspected. I will also pursue my other legal remedies. I hope we can resolve this problem.

Sincerely,

(your signature)

(Street Address, Unit Number, City)

Sample Letter D (Demand for security deposit)

Date:

To:

From:

Re: (Your unit address and #)

Pursuant to the Nebraska Residential Landlord Tenant Act, I hereby demand that you refund my security deposit in the amount of \$_____. My security deposit can be refunded to me at the following address: _____
_____ (street address, city, state and zip code).

The deposit should be refunded to me within fourteen (14) days. If the deposit is not refunded in full, you must provide me with an itemized list of all deductions.

Sincerely,

(your signature)
(Street Address, Unit Number, City)

Sample E

LANDLORD-TENANT CHECKLIST

General Condition of Rental Unit and Premises

LIVING ROOM

	ARRIVAL	DEPARTURE	REPAIR/ REPLACEMENT
Drapes, Window Coverings			
Fireplace			
Floors & Floor Coverings			
Front Door & Locks			
Light Fixtures			
Walls & Ceilings			
Windows, Screens & Doors			
Other			

KITCHEN

	ARRIVAL	DEPARTURE	REPAIR/ REPLACEMENT
Cabinets/Counters			
Dishwasher			
Floor & Floor Coverings			
Garbage Disposal			
Light Fixtures			
Refrigerator			
Sink/Plumbing			
Stove/Oven			
Walls & Ceilings			
Windows, Screens & Doors			
Other			

DINING ROOM

	ARRIVAL	DEPARTURE	REPAIR/ REPLACEMENT
Floors & Floor Coverings			
Light Fixtures			
Walls & Ceilings			
Windows, Screens & Doors			
Other			

BATHROOM

	Bath 1	Bath 2	Bath 3	Bath 4	Additional
Bathtub/Shower					
Floor & Floor Coverings					
Light Fixtures					
Sink & Counters					
Toilet					
Walls & Ceilings					
Windows, Screens & Doors					
Other					

BEDROOM

	Bed 1	Bed 2	Bed 3	Bed 4	Additional
Floor & Floor Coverings					
Light Fixtures					
Walls & Ceiling					
Windows, Screens & Doors					
Other					

OTHER AREAS

	ARRIVAL	DEPARTURE	REPAIR/ REPLACEMENT
Air Conditioning			
Basement			
Heating System			
Lawn/Garden			
Parking Area			
Patio, Terrace, Deck, Etc.			
Stairs & Hallways			
Bookcases, Desks, Pictures			
Other			

Tenants acknowledge that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants agree to replace all smoke detector batteries as necessary.

Use this space to provide any additional explanation:

Landlord-Tenant Checklist completed on moving in on (date) _____, and approved by: _____ and _____

Landlord/Manager: _____

Tenant: _____

Tenant: _____

WHERE TO GO FOR HELP IF YOU CANNOT AFFORD A LAWYER

You may not be able to afford to pay a lawyer to represent you. If so, you may be able to get free help or you may be able to represent yourself in court. Some resources are:

LOW-INCOME LEGAL SERVICES

LEGAL AID OF NEBRASKA

www.legalaidofnebraska.com

Legal Aid of Nebraska provides free civil legal services for low-income people. Call Legal Aid of Nebraska's AccessLine® to see if you qualify for assistance. You cannot apply online. To complete an application, call:

- 402-348-1060 AccessLine® if you live in the Douglas Co. area
- 1-877-250-2016 AccessLine® if you live outside the Douglas Co. area
- 1-800-527-7249 Elder AccessLine® if you are 60 and over
- 1-800-729-9908 Native American AccessLine® if you are Native American

NEBRASKA STATE BAR ASSOCIATION VOLUNTEER LAWYER'S PROJECT

<http://www.nebar.com/displaycommon.cfm?an=1&subarticlenbr=84>

The Nebraska State Bar Association Volunteer Lawyer's Project works with private attorneys to place civil cases for free or low cost to low-income individuals. You can call the Nebraska State Bar Association Volunteer Lawyer's Project toll-free at 1-800-742-3005 to see if you qualify for assistance. If you live in Lincoln, call 402-475-7091.

LAW SCHOOL LEGAL CLINICS

UNIVERSITY OF NEBRASKA COLLEGE OF LAW CIVIL CLINICAL LAW PROGRAM

<http://liferaidemo.unl.edu/web/law/academics/curriculum/clinics>

A limited number of cases are accepted by the UNL Civil Clinical Law Program. Clients are represented by students under the supervision of College of Law faculty. The telephone number is 402-472-3271.

CREIGHTON UNIVERSITY SCHOOL OF LAW LEGAL CLINIC

<http://www.creighton.edu/law/clinics/civillawclinic/index.php>

For Douglas County residents only. A limited number of cases are accepted by the Creighton Legal Clinic. Clients are represented by lawyers assisted by third year law students. To complete an application for assistance call the Clinic at 402-280-3068 between 9:00 a.m. and 4:00 p.m. Monday through Friday.

SELF-HELP RESOURCES

NEBRASKA SUPREME COURT SELF-HELP FORMS

<http://court.nol.org/self-help/>

The Nebraska Pro Se (Self Help) Committee has developed some self-help forms. Visit their website to see what forms are available.

Self-Help Centers

- Lincoln (Lancaster County)

Open Monday 10-2 and Thursday 9-1

Guardian/Conservator assistance with annual accountings and reports: 2nd and 4th Thursday of each month, from 1:30 p.m. to 3:30 p.m.

The Self-Help Desk is located off the Jury Lounge on the third floor at the Lancaster County Courthouse at 575 South 10th Street in Lincoln. No appointments are needed and individuals are offered assistance on a first-come, first-served basis.

- Omaha (Douglas County)

Open Mondays, Wednesdays and Fridays from 10:00 a.m. to 2:00 p.m.

Guardian/Conservator assistance with annual accountings and reports: 2nd and 4th Tuesday of each month, from 12:30 p.m. to 3:00 p.m.

The Self-Help Desk is located in the Douglas County Law Library. Follow the connector-hallway between the Douglas County Courthouse and the 1st Floor Hall of Justice, 17th and Farnam in Omaha. For questions or further information, call the Library at 402-444-7174.

- Norfolk (Madison County)

Open the third Friday of the month from 10:00 a.m. to 2:00 p.m.

The Self-Help Desk is located on the north side of the Courthouse, 1313 North Main Street in Madison. Individuals needing assistance should check-in with the Clerk of the District Court's Office (first office at the courthouse entrance). No appointments are needed and individuals are offered assistance on a first-come, first-served basis.

- Tri City Center (Hastings, Grand Island, Kearney)

Grand Island Office: Open Fridays from 10:00 a.m. to 2:00 p.m.

Guardian/Conservator assistance with annual accountings and reports: throughout open hours on Fridays

The Self-Help Desk is located on the lower level of the Hall County Courthouse (across from Courtroom #3) at 111 West First Street in Grand Island. No appointments are needed and individuals are offered assistance on a first-come, first-served basis.

Kearney Office: Open the first Friday of the month from 10:00 a.m. to 2:00 p.m.

The Self-Help Desk is located in the Buffalo County Courthouse, 1512 Central Avenue in Kearney. Individuals needing assistance should check-in with the Clerk of the District Court's Office, window #4. No appointments are needed and individuals are offered assistance on a first-come, first-served basis.

SELF-HELP RESOURCES

NEBRASKA SUPREME COURT SELF-HELP FORMS

<http://court.nol.org/self-help/>

The Nebraska Pro Se (Self Help) Committee has developed some self-help forms. Visit their website to see what forms are available.

LEGAL AID OF NEBRASKA'S ACCESS TO JUSTICE (A2J) CENTERS

Legal Aid of Nebraska's A2J Centers are self-help centers where low-income people can access legal resources including computers, forms, and self-help clinics.

Omaha

Located at 209 S. 19th Street on the second floor. The A2J Center is open:

Monday – Friday 1:00pm to 4:00pm.

It is closed the last Friday of every month.

Call 402-348-1069, or toll-free at 1-888-991-9921, or visit our website at legalaidofnebraska.com to find out more information. *The hours the A2J Center is open may vary.*

Lincoln

Located at 941 "O" Street, Suite 800, Lincoln, NE. The A2J Center is open:

Monday and Wednesday 1:00pm to 4:00pm

Friday 9:00am to 12:00pm

Call 402-435-2161, or toll-free at 1-800-742-7555, or visit our website at legalaidofnebraska.com to find out more information. *The hours the A2J Center is open may vary.*

LIBRARIES

STATE LIBRARY

<http://www.supremecourt.ne.gov/state-library/index.shtml>

You can go to the State Library if you need access to legal resources including using the internet to do legal research. The State Library is located in room 325 at the State Capitol Building in Lincoln. The telephone number is 402-471-3189.

PUBLIC LIBRARIES

Your local public library may have some resources and public access to computers and the internet. To find your local library you can visit:

<http://www.publiclibraries.com/nebraska.htm>.

UNIVERSITY OF NEBRASKA COLLEGE OF LAW LIBRARY

<http://law.unl.edu/library/>

The UNL College of Law Library is located on the east campus of UNL. The Law library has one public access computer for members of the public to conduct legal research. The general telephone number to the law school is 402-472-2161.

CREIGHTON UNIVERSITY LAW SCHOOL LIBRARY

<http://www.creighton.edu/law/library/>

The Creighton Law School Library has public access computers available for legal research. Reference assistance is also available. The general library telephone number is 402-280-2875. The Law Library is open to the general public with legal research needs from 7:00 a.m. to 7:00 p.m. Monday through Friday while school is in session. Hours may vary during breaks and over the summer. It is located in Omaha on the corner of 21st and Cass Streets on the second floor of the Ahmanson Law Center.

Some county courthouses may have law libraries available. Ask at your county courthouse to find out.

REFERRAL SERVICES

Referrals to private attorneys are available. Private attorneys may charge for their services.

NEBRASKA STATE BAR ASSOCIATION LAWYER REFERRAL

The Lawyer Referral Service is provided by the NSBA for individuals who need a lawyer licensed to practice in the State of Nebraska and are not familiar with the legal community. If you live in Lincoln call 402-475-7091, or if you live outside Lincoln call toll-free at 1-800-742-3005.

OMAHA BAR ASSOCIATION LAWYER REFERRAL SERVICE

The service refers callers to private practicing attorneys in Douglas and Sarpy counties. For more information call 402-280-3603 or visit their website at:

<http://omahabarassociation.com/lawyerreferral.asp>.

