



INFORMATION FOR RENTERS IN LINCOLN, NEBRASKA



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IMPORTANT DISCLAIMER:

The information in this handout is for educational purposes only. This handout does not create an ongoing attorney-client relationship between you and the Tenant Assistance Project or the Housing Justice Clinic at the University of Nebraska College of Law. Nothing in this handout should be considered legal advice or used as a substitute for legal advice.

BEFORE YOUR TENANCY

– Read the Lease Agreement

- **Key terms to look for:**
 - Length of tenancy (e.g., 12-month, 6-month, month-to-month).
 - Amount of rent and any other monthly charges.
 - Where and how to pay rent, when rent is due, and if there are any charges for paying rent late.
 - The amount required for a security deposit, which must be equal to 1-month's rent or less.
- **Leases CANNOT include any of the following terms and conditions:**
 - That you agree to waive any of your rights under Nebraska's Residential Landlord and Tenant Act.
 - That you agree to confess you are responsible for an issue arising under your rental agreement.
 - That you are responsible for paying your landlord's or your own attorney's fees.
 - That you agree to limit or not bring a lawsuit against your landlord for their active and actionable negligence, or that you agree to pay your landlord for any costs connected with such a legal action.
 - That you agree to accept notices from the landlord only by electronic means.

Refer to: NEB. REV. STAT. §§ 76-1415 & 76-1413.

DURING YOUR TENANCY

– When You Move In

- **Before you move in:** Take photos throughout your rental unit to document what it looked like when you moved in, paying special attention to anything that appears damaged.
- **Within the first week:** Fill out a condition checklist right when you move in, take a photo or make a copy of it to keep, then return the completed checklist to your landlord.

– Landlord Responsibilities

- Keeping the rental unit up to standards governing health and safety under Chapter 21 of the Lincoln Municipal Code and taking necessary steps to keep the rental unit in a livable condition.
- Keeping any shared or common areas (e.g., hallways in an apartment building, front steps into a building) in a clean and safe condition.
- Maintaining in good and safe working order and condition: (1) electrical; (2) plumbing; (3) sanitation; (4) heating; (5) ventilation; (6) air conditioning; and (7) any other facilities or appliances supplied by the landlord.
- Keeping the foundation, floor, walls, ceilings, and roof weatherproof, waterproof, and rodent-proof.
- Providing containers for garbage and arranging for the garbage to be picked up regularly.

- At all times, supplying running water, hot water, and the ability to use reasonable heat.

Refer to: NEB. REV. STAT. § 76-1419 & Chapter 21 of the Lincoln Municipal Code.

– Tenant Responsibilities

- Paying rent on time.
- Keeping your rental unit reasonably clean and safe, and complying with any obligations imposed primarily on tenants under Chapter 21 of the Lincoln Municipal Code.
- Disposing of garbage and other waste in a clean and safe manner.
- Using electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other utilities in a reasonable manner.
- Not damaging, destroying, or removing any part of the property—either purposefully or carelessly—or knowingly allowing any household member or guest to do so.
- Not bothering neighbors with noise or other inappropriate behavior or knowingly allowing any household member or guest to do so.

Refer to: NEB. REV. STAT. § 76-1421.

– Potential Issues

- **Changes to monthly rent charges:**
 - Your landlord cannot raise your rent during a fixed lease term—for example, if you signed a 12-month lease, your rent CANNOT go up until the end of that 12-month lease term.
 - At the end of a fixed lease term or under a month-to-month lease, your landlord must provide you notice of any rent increases in writing at least 30 days before the higher rent payment will be due.
- **Landlord entering your unit:**
 - To enter your rental unit, your landlord must either: (a) get your consent; OR (b) give you at least 24-hours' notice in writing, EXCEPT in the case of an emergency.
 - **Your landlord can only enter your rental unit to:**
 - Inspect it.
 - Make necessary or agreed-upon repairs, decorations, alterations, or improvements.
 - Supply necessary or agreed-upon services.
 - Show it to prospective or actual purchasers, mortgagees, tenants, contractors, or workers.
 - Your landlord cannot enter your rental unit at unreasonable times, or repeatedly ask to enter your rental unit without a good reason.
 - You cannot unreasonably withhold consent or otherwise block your landlord from entering your rental unit if they are complying with the above standards.

Refer to: NEB. REV. STAT. §§ 76-1423 & 76-1438.

○ **Landlord failing to make repairs:**

- First, contact your landlord and ask them to fix the issue; if they fail or refuse to fix it, then:

↓↓↓	↓↓↓
Most Maintenance Issues:	Your Landlord Purposefully or Negligently Shuts Off an Essential Service:
Option A	Option A
<p>Contact the Lincoln Department of Building and Safety at 402-441-7521 and describe the problem.</p> <p>A City Housing Inspector will visit your home, determine if a violation exists, and—if so—send notice of the violation to your landlord, along with a repair deadline.</p>	<p>Give your landlord written notice of the issue, then pay someone to make the repairs; you can then deduct the actual and reasonable costs of the repairs from your rent.</p> <p><i>Refer to: NEB. REV. STAT. § 76-1427(1)(a).</i></p> <p><i>Note: You cannot do this if the issue was caused by a purposeful or careless action or omission by you, a household member, or a guest.</i></p>
Option B	Option B
<p>Give your landlord written notice: (1) describing the issue; and (2) stating that it must be fixed within 14 days or else your tenancy will end, and you will move out on a date that is AT LEAST 30 days from when you provide the notice.</p> <p><i>Refer to: NEB. REV. STAT. § 76-1425(1).</i></p> <p><i>Note: If your landlord does not repair the issue within the 14-day period, your lease will end and you will have to move out on the date you provided.</i></p>	<p>Give your landlord written notice of the issue, then find a different place to live temporarily; you will then be excused from paying rent until your landlord fixes the issue.</p> <p><i>Refer to: NEB. REV. STAT. § 76-1427(1)(c).</i></p> <p><i>Note: You cannot do this if the issue was caused by a purposeful or careless action or omission by you, a household member, or a guest.</i></p>
Option C	Option C
<p>File a lawsuit asking the court to order your landlord to repair the issue.</p> <p><i>Refer to: NEB. REV. STAT. § 76-1425(2).</i></p>	<p>Give your landlord written notice of the issue, then file a lawsuit asking the court to order your landlord to repair the issue, and asking for money based on the diminution of your home's fair rental value.</p> <p><i>Refer to: NEB. REV. STAT. § 76-1425(2).</i></p>

○ **Landlord engaging in discriminatory behavior:**

- Federal, state, and municipal laws prohibit discrimination in housing based on someone's:
 - Race, color, or national origin.
 - Religion.
 - Sex or gender.
 - Disability.
 - Familial status—having children under 18 and/or someone who is pregnant in your household.

- Lawful source of income—getting all or part of your income from social security, veteran's benefits, child support payments, Section 8 Housing Choice Voucher, or other assistance from the government or nonprofits.
- **Discriminatory actions include:**
 - Refusing to rent or negotiate about renting or discouraging a tenant from renting a home.
 - Saying that a home is not available to rent when it is.
 - Using different rental application procedures and/or requirements for different groups.
 - Setting different terms or conditions for renting.
 - Refusing to make necessary repairs.
 - Refusing to make a reasonable accommodation or modification that is necessary because of a tenant's disability.
 - Engaging in harassment or retaliation against a tenant.
- **Seeking reasonable accommodations or modifications for disability:**
 - **A reasonable accommodation** is a change to a landlord's rule, policy, or procedure to allow someone with a disability to have equal access to use and enjoy their rental unit and any public-use areas.
 - Examples: Waiving a no-pet policy or pet-related fees for a service or emotional support animal or providing a reserved parking spot closer to your rental unit.
 - Generally, a landlord must pay any costs associated with granting a reasonable accommodation.
 - **A reasonable modification** is a physical modification to the rental unit that is necessary to allow someone with a disability to have full access to and enjoyment of their home.
 - Examples: Raising or lowering kitchen cabinets or installing audio or visual alarm systems.
 - Generally, a tenant must pay for reasonable modifications and might also be required to pay to remove any modifications when they move out.
 - If you believe you have been discriminated against by your landlord, you can file a complaint with the Lincoln Commission on Human rights
 - Online: 24/7 at <https://www.lincoln.ne.gov/City/Departments/City-Attorneys-Office/LCHR/Filing-a-Discrimination-Complaint>.
 - Over the phone: By calling 402-441-7624 during regular business hours.

Refer to: NEB. REV. STAT. §§ 20-318 to 20-320, 42 U.S.C. §§ 3604 to 3605, & Chapter 11 of the Lincoln Municipal Code.

○ **Landlord engaging in retaliation:**

- Your landlord is not allowed to try to get back at you by raising your rent, decreasing services, evicting, or threatening to evict you because you:
 - Called the Lincoln Department of Building and Safety to report a code violation.

- Organized or joined a tenants' union.
- Enjoyed or exercised, attempted to enjoy or exercise, or helped someone else enjoy or exercise any right under the Nebraska or Federal Fair Housing Act.
- Regardless of these protections, your landlord still may be able to evict you if other valid grounds are present, such as owing rent, or if the reason your rental unit does not meet applicable housing codes is mainly because of carelessness by you, a household member, or a guest.

Refer to: NEB. REV. STAT. §§ 76-1421, 20-334, 42 U.S.C. § 3617.

– Someone in your Household Experiences Domestic Violence

- Domestic violence is defined as abuse, assault, stalking, labor trafficking, or sex trafficking committed by the victim's family member, spouse or former spouse, roommate or former roommate, current dating partner, or someone the victim shares a child with.

Important Note: Several of the provisions in this section mention certifying letters from a qualified third-party domestic violence service provider. In Lincoln, *Voices of Hope* and *Friendship Home* can provide this certification.

○ The perpetrator DOES NOT LIVE with you:

- You can require your landlord to **change the locks** to your unit within 24-hours after you provide your landlord with the following:
 - A copy of either a protection order or restraining order, OR a certifying letter from a qualified third-party domestic violence service provider.
 - A written request that the locks be changed immediately.
- If your landlord does not change the locks within 24-hours after being given the above-described notice, you can change them yourself with locks of similar or better quality than the original locks, then notify your landlord that you have changed the locks and provide your landlord with the new key or entry code to your rental unit.

○ The perpetrator DOES LIVE with you:

- You can require your landlord to **remove the perpetrator from your lease agreement and remove them from the rental unit** using the eviction process, if necessary, by providing your landlord with the following:
 - A copy of either a protection order or restraining order, OR a certifying letter from a qualified third-party domestic violence service provider.
 - A written notice containing:
 - The full legal name of the co-tenant or occupant who perpetrated the act of domestic violence.
 - The date on which you want the perpetrator to be served with a termination notice that is between 5 days and 30 days after the date you give your landlord the notice.

- *Note: The notice your landlord serves on the perpetrator will give them 5 days from the date the notice is provided to be moved out of the rental unit.*

- How you would like to receive communication from your landlord in the future.

- If the perpetrator DOES vacate the rental unit within the 5-day notice period, your landlord must install new locks and notify you—using the mode of communication you selected—that the locks have been changed and how you can obtain the new key or door code.

- If the perpetrator DOES NOT vacate the rental unit, your landlord must file an eviction action against only the perpetrator, then timely inform you of the date the eviction action is scheduled for trial using the mode of communication you selected. If an eviction judgment is entered against the perpetrator, your landlord:
 - Must install new locks and notify you—using the mode of communication you selected—that the locks have been changed and how you can obtain the new key or door code.
 - Can only allow the perpetrator access to the rental unit to collect any of their personal property items if the perpetrator is accompanied by a law enforcement officer into and out of the rental unit.
 - Is entitled to recover attorney's fees and court costs from the perpetrator, but CANNOT require you to pay for these costs.

○ Regardless of whether the perpetrator lives with you:

- You can **end your current lease early** by providing your landlord with the following:
 - A copy of either a protection order or restraining order, OR a certifying letter from a qualified third-party domestic violence service provider.
 - Written notice with the date you want your tenancy to end—which must be between 14 and 30 days after the date you give the landlord the notice—and the names of any other household members who should also be released from the lease agreement.
- If you end your lease early using this provision, you still need to pay rent for the month you move out; but, you CANNOT be charged for:
 - Any fees, costs, or penalties for ending your lease early.
 - Any rent that comes due after the date you're released from your lease.
 - Any damage to the rental unit that happens after the date you're released from your lease.
- You **may have a defense if your landlord files an eviction action** against you based on alleged criminal activity at your rental unit.
 - *Note: Additional information is provided on the following page within the section titled "Your Landlord Wants to End Your Tenancy."*

Refer to: NEB. REV. STAT. §§ 76-1410(1), & 76-1431.01 to 76-1431.04.

ENDING YOUR TENANCY

– You Want to End Your Tenancy

○ Fixed-term lease agreement:

- Carefully review your lease to see: (1) when the lease term ends; and (2) if it has any special provisions about how and when you can terminate your tenancy.
- Inform your landlord in writing that you are ending your lease agreement at least 30 days in advance, and include the date on which you will be moved out of the unit.
- If you move out before your fixed-term lease ends, you will be responsible for paying rent for the rest of the lease term, unless: (a) your landlord agrees in writing to fully release you from the lease agreement; or (b) your landlord is able to re-rent your unit to someone else after you move out—in that instance, you will only be responsible for paying rent until the date on which the new tenant moves in.
 - *Note: If you do move out early, your landlord is legally required to “mitigate their damages” by making reasonable efforts to re-rent the rental unit to a new tenant.*

○ Month-to-month lease agreement:

- Carefully review your lease to see if it has any special provisions about how and when you can terminate your tenancy.
- Inform your landlord that you are ending your lease agreement in writing at least 30 days before the next time your rent would be due and include the date on which you will be moved out of the unit.

Refer to: NEB. REV. STAT. § 76-1437(2).

– Your Landlord Wants to End Your Tenancy

○ For failing to pay rent:

- If you do not pay rent on time, your landlord can give you a 7-day notice, which must state:
 - The amount of rent that is currently due and owing.
 - That you have 7 days to pay the amount in full or vacate the rental unit.
 - That your landlord will terminate your rental agreement if you do not pay or move out within the 7-day period.
- If you receive a 7-day notice from your landlord, pay the entire amount that is due, including any late fees, within the 7-day period provided in the notice.
 - If you cannot pay within the 7 days, move out of the rental until within the 7-day period, returning any keys and informing your landlord—in writing, if possible—that you have vacated the unit.

Refer to: NEB. REV. STAT. § 76-1431(2).

○ For violating the terms of your lease:

- If you violate your lease agreement for a reason other than nonpayment of rent, your landlord can give you a 14/30-day notice, which must state:
 - How you violated the terms of your lease.

- That you have 14 days to fix the violation.
 - That if you do not fix the violation within 14 days, your landlord will terminate your rental agreement on a set date at least 30 days after the date you receive the notice.
- If you receive a 14/30-day notice from your landlord, fix the violation within the 14-day period and inform your landlord that you have done so in writing, if possible.
 - If you cannot fix the violation within the 14 days, move out of the rental until within the 30-day period, returning any keys and informing your landlord—in writing, if possible—that you have vacated the unit.
 - *Note: If you fix the violation but violate your lease in the same way again within 6 months, your landlord can give a 14-day notice that ends your tenancy without any opportunity to fix the issue first.*

Refer to: NEB. REV. STAT. § 76-1431(1).

○ For criminal activity on the premises:

- If you, someone in your household, or a guest of yours engages in criminal activity at your rental unit—such as actual or threatened physical assault, actual or threatened illegal use of a weapon, illegal possession of a controlled substance, or other activities that threaten health and safety—your landlord can give you a 5-day notice, which must state:
 - That you, your household member, or guest engaged in criminal activity.
 - That your rental agreement will terminate in 5 days.
- If you receive a 5-day notice from your landlord:
 - If the criminal activity was carried out by a guest, if possible, seek a protective or restraining order against the person, or report the criminal activity to law enforcement.
 - If the criminal activity was domestic violence perpetrated against you or another household member, if possible, seek get a protective or restraining order against the person, or obtain a certifying letter from a qualified third-party domestic violence service provider.
- If neither of the above apply to you, move out of the rental until within the 5-day period, returning any keys and informing your landlord—in writing, if possible—that you have vacated the unit.

Refer to: NEB. REV. STAT. § 76-1431(4)–(5).

○ For another reason:

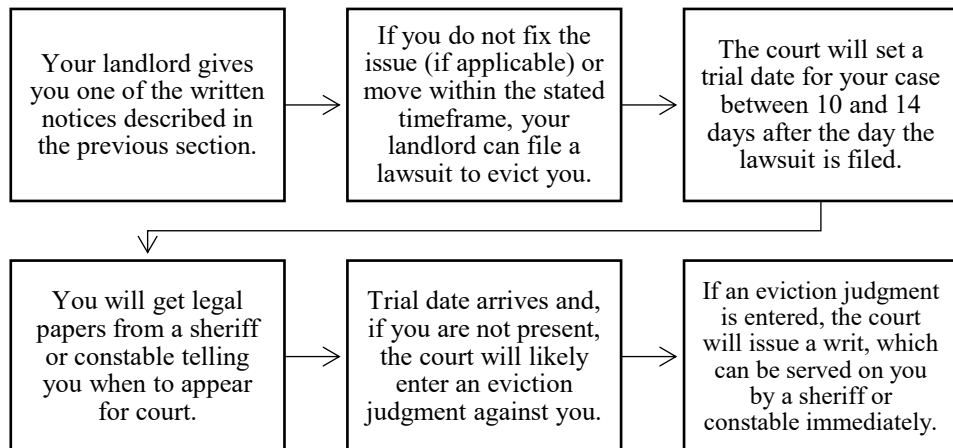
- Your landlord can terminate a month-to-month tenancy without a reason by giving you a 30-day notice, which must state:
 - That your rental agreement will terminate on a specific date that is at least 30 days after the next time you pay rent.
 - That you must vacate the rental unit on or before that date.
- If you receive a 30-day notice from your landlord, move out of the rental until within the 30-day period, returning any keys and informing your landlord—in writing, if possible—that you have vacated the unit.
 - *Note: You must still pay rent for your final month when it comes due.*

Refer to: NEB. REV. STAT. § 76-1437(2).

Important Note: Your landlord cannot try to forcibly remove you by shutting off utilities like water, electricity or gas, and cannot change your locks or otherwise exclude you from your rental unit without filing an eviction action and getting an order from the court.

– **Your Landlord Files an Eviction Action Against You**

○ **The eviction process:**



Refer to: NEB. REV. STAT. §§ 76-1440 to 76-1447.

○ **Contact an attorney immediately:**

- You can apply for free legal services from **Legal Aid of Nebraska**:
 - Online: 24/7 at www.legalaidofnebraska.org.
 - Over the phone: By calling the Access Line at 877-250-2016 on Mondays/Wednesdays between 8:30 a.m. to 11:30 a.m., or Tuesdays/Thursdays 1:00 p.m. to 4:00 p.m.
- If you are a UNL student, you can apply for free legal services from **UNL Student Legal Services**:
 - Online: 24/7 at <https://asun.unl.edu/student-legal-services/welcome>.
 - Over the phone: By calling 402-472-3350 during regular business hours.

○ **Attend court on your scheduled trial date:**

- In Lancaster County, there is free, limited scope legal assistance available on the second floor of the courthouse through the **Tenant Assistance Project**.
- Print out any relevant evidence and bring it with you in a folder, such as:
 - Your lease agreement, and any notice you received from your landlord.
 - Receipts from any recent payments you made to your landlord.
 - Any letters, text messages, and/or emails between you and your landlord related to the facts at issue in your case.
 - Photos, written documentation, and/or inspection reports if there are major issues with your rental unit that you would like to raise.

AFTER YOUR TENANCY

– **Getting Your Personal Property Back**

- If you leave personal property in a rental unit—either after moving out or being evicted—**your landlord has to**:
 - Store your property either in your rental unit or somewhere else safe using reasonable care for at least 14 days.
 - Give you a written notice that:
 - Describes your personal property.
 - States where you can pick up your personal property.
 - Provides a date by which you must pick up the property that is at least 7 days after the notice is personally delivered to you, or 14 days after it is mailed to you.
 - States that you might be required to pay your landlord for reasonable costs related to storing your property before you're able to get it back.
 - States what will happen if you do not get your personal property by that date.
- If you do not retrieve your personal property before the date provided, **your landlord can either**:
 - Dispose of it however they see fit IF they reasonably believe the personal property is worth less than \$2,000.
 - Sell it at a public sale after providing notice of the sale by publication; any money that is left from the sale after your landlord subtracts the reasonable costs for storing the property, and for advertising and carrying out the sale must be given to you or turned over to the State Treasurer for you to claim.
- Your landlord CAN require you to pay the costs they incurred to remove and store all your personal property before returning any of it to you.

Refer to: NEB. REV. STAT. §§ 69-2303 to 69-2311.

– **Getting Your Security Deposit Back**

- When you move, make sure you change your address with the U.S. Postal Service and/or provide your former landlord with your new address.
- Your landlord is required to return your security deposit or explain how they used your security deposit within 14 days after the date you officially move out of a rental unit.
 - **What your landlord can deduct from your security deposit:**
 - Any rent or other lawful fees that you owe for the rental unit under your lease agreement.
 - Damages to the rental unit that go beyond normal wear and tear.
 - Any other monetary damages your landlord suffered because of you violating the lease agreement.
- If your landlord does not return your security deposit or provide an accounting of how it was used within 14 days, ask them for it back in writing; if they still will not comply, contact an attorney.

Refer to: NEB. REV. STAT. §§ 76-1416 & 76-1421.