



LANDLORD AND TENANT HANDBOOK

"We Make Justice Happen"
Legal Aid of Nebraska
legalaidofnebraska.org
Revised January 2017

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 legalaidofnebraska.org.

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® at 1-800-527-7249** for people over age 60
Monday – Thursday 9 a.m. to 12 p.m. & 1 p.m. to 3 p.m. CST
Friday 9 a.m. to 12 p.m. CST
- **Breast Cancer Legal Hotline at 1-855-916-4540**
Monday – Thursday 9 a.m. to 12 p.m. & 1 p.m. to 3 p.m. CST
Friday 9 a.m. to 12 p.m. CST
- **Native American AccessLine® at 1-800-729-9908**
Monday – Friday 9 a.m. – 12 p.m. CST
- **Rural Response Hotline at 1-800-464-0258**
Monday – Friday 8 a.m. to 5 p.m.
- **Nebraska Immigration Legal Assistance Hotline (NILAH) at 1-855-307-6730**
Monday & Wednesday 9 a.m. to 11 a.m., 12:30 p.m. to 3:30 p.m. CST
Tuesday & Thursday 9 a.m. to 12 p.m., 1:30 p.m. to 3:30 p.m. CST
Friday 9 a.m. to 12 p.m. CST
- **Disaster Relief Hotline at 844-268-5627**
For victims of a recent disaster, such as tornado, flood or train derailment
Monday – Thursday 9 a.m. to 12 p.m. & 1 p.m. to 3 p.m. CST
Friday 9 a.m. to 12 p.m. CST
- **Autism Hotline at 844-535-3533**
For applicants and their families who are affected by autism
Monday – Thursday 9 a.m. to 12 p.m. & 1 p.m. to 3 p.m. CST
Friday 9 a.m. to 12 p.m. CST

You have the option of applying online for services. The online application is available 24/7 on our website at legalaidofnebraska.org.

Note: there is currently no online application available for Nebraska Immigration Legal Assistance Hotline (NILAH).

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

This Handbook will help explain Nebraska landlord and tenant law. The law is complicated and can be confusing. 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.

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

- Make sure you put the notice in writing;
- Mail the notice to the landlord by certified mail, return receipt requested;
- Keep a copy of the letter you send; and
- Keep the return receipt.

The return receipt is proof that you sent the notice.

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.

The laws for renting a mobile home are different than the laws for renting an apartment or house. Talk to an attorney if you 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, inspect a house or apartment. Make sure the unit is in good condition. The unit may need repairs. If you want repairs made before you move in:

- do not give the landlord any money until he agrees to make the repairs by a certain date; and
- Get the agreement in writing.

If you want to move in even though the problems have not been fixed, get an agreement in writing signed by the landlord:

- which lists the repairs the landlord must make; 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, complete a move-in checklist that describes the condition of the unit. Complete the checklist with the landlord. Ask the landlord to sign the checklist.

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 the checklist. Mail the checklist to the landlord, and keep a copy for yourself.

Your checklist is good evidence of problems the apartment had when you moved in. Some examples of the type of damage to note on the list include:

- dirty walls;
- scratched furniture;
- broken windows;
- torn screens;
- stained carpets;
- leaky pipes, etc.

If the landlord tries to charge you for causing these same damages to the unit, your checklist will protect you.

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.

Problems in an apartment may not be obvious. You may not discover the problem until you move in. If so, 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.

Talk to a lawyer before you end your lease. To end your lease for these reasons:

- give or send the landlord written notice that within five days the lease will end; and
- explain why you are ending the lease.

What kind of rental agreement will you have?

A rental agreement is a contract. It explains the rights and responsibilities of both parties to the contract.

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 no proof of the terms of the rental agreement.

It is almost always better for you to have a written lease. When rights and responsibilities are written down there is less disagreement about the terms of renting your unit.

If your lease is written, then your landlord should give you a copy of it. If your landlord will not give you a copy of your lease, do not rent from that landlord.

Why is my lease so important?

A lease is a contract. It explains the rights and responsibilities of both parties to the contract. Once you and the landlord have signed the lease, it is a legally binding agreement. That means you will be held responsible for complying with the lease.

Before signing a lease, take time to read it. Read the lease carefully. 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.

If you want the landlord to change anything in the lease, tell him to make the change *before* you sign the lease. Then check the lease to make sure the landlord changed it.

Once the lease is signed, changes to the lease must be put in writing and signed by you and the landlord.

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; and
- J. Blank spaces or extra writing.

A. Length of time of the lease.

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

Some leases automatically renew for another term (period of time). For example, a one year lease may renew for another full year. This could be a problem if you want to move after the first year.

Look for wording in the lease that says you have to tell the landlord in writing if you want the lease to end. Remember to send your landlord notice ending the lease 30 days before the end of your lease period. 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 end 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). 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.

The lease should also tell you where to pay your rent.

Look to see if your lease includes “late fees.” These are fees you have to pay 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, the landlord can raise the rent. To raise the rent the landlord must give 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 internet service.

E. Repairs.

The law says a landlord must keep rental property in “good repair.” That means a landlord must make repairs to an apartment when needed.

Check your lease to see if it makes 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.

Most leases state the number of people who can live in the apartment. There may be a section in your lease called “guests.”

Make sure your lease lists all people living with you.

You need the landlord's written permission before someone not on the lease can move in with you. If you want someone to move in with you after the lease agreement is signed, this person should be added to the lease.

G. Pets.

Many leases do not allow pets. If you plan to have a pet living in the unit, make sure the lease allows you to have a pet. You may be required to pay an extra deposit for a pet. This deposit would

be in addition to your security deposit. The separate pet deposit cannot be greater than $\frac{1}{4}$ of the monthly rental amount.

H. Leaving for several days.

The lease may mention what happens if you are away from your unit for a while. Your lease may not say anything. The law does say something about this: you have to tell your landlord in writing if you are going to be out of your apartment for more than seven days. If you do not provide this notice, your landlord:

- may be allowed to move your personal property out of your apartment and
- rent your home to someone else.

I. Lead Paint.

Buildings built before 1978 were painted with paint that was made with lead. Lead paint can lead to 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, and
- tell you about any lead paint dangers in the unit.

This information does not need to be in the lease, but must be given to you. 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. If there are blank spaces, put a line or an “x” completely through them.

Look at the lease carefully before you and the landlord sign it. Make sure that the landlord has not added anything to the lease that you did not agree to.

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* refuse to rent an apartment to someone because of their:

- Race;
- Color;
- Religion
- National origin;
- Handicap; or
- Because they have children.

A landlord may not evict someone because of their

- Race;
- Color;
- Religion;
- National origin;
- Handicap; or
- Because they 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
- 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.

Pay your rent in full plus any late fees within three days. You need to pay the entire amount of back due rent within these three days or the landlord may file a court case to evict you. The landlord cannot put you out himself until he gets a court order evicting you.

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. The lawsuit will be one for eviction.

If the landlord files a lawsuit to evict you, a hearing will be scheduled. You have the right to attend the hearing to tell your side of the story to the court.

The court can decide to issue an order of eviction if:

- your landlord gave you a proper 3-day notice; and
- you did not pay the amount due within the 3 days.

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.

You might receive a notice or letter from your landlord that says you violated the lease or rental agreement. You probably do not need to move yet. The letter may be called a “14-30 Day Notice.”

Landlords give this kind of notice when:

- You are doing something that is not allowed under the lease;
- You are doing something that affects health or safety of other tenants; or
- If you need to make repairs to the unit.

The notice must give you 14 days to fix the problem. The 14 days begins to run on the day you get the notice. The lease will end in 30 days if you do not fix the problem within those 14 days.

If you have a month-to-month rental agreement, a landlord can end a rental agreement by giving you a notice to terminate. This notice must be given at least 30 days prior to the date when rent is due.

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

Termination for no reason.

If your lease is not in writing, your landlord can end your lease for any reason. Your landlord must give you thirty days’ notice that he is ending the lease. The notice must be in writing. 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?

A tenant must:

- Keep the unit clean;
- Keep the unit safe;
- Get rid of garbage in a clean and safe way;
- Fix any damages to the unit caused by the tenant or tenant’s guests; and
- Not bother 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 provide:

- Electricity,
- Gas and
- Hot and cold running water.

Your landlord must provide these services, even though you might pay the bills for these services.

If you do not have these services:

- Give your landlord a notice in writing telling him about the problem;
- Or send a notice by certified mail right away;
- Date the notice; and
- Keep a copy of the notice.

If your landlord does not fix the problem, there are a couple of things you can do without ending the lease. *Talk to a lawyer before taking these steps!*

- 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 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.

If you want to end the lease:

If your landlord has willfully disconnected your electricity, gas, heat or your running water, you can end your lease. To end the lease send or give your landlord a notice in writing telling him:

- about the problem and
- that you are ending 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 for not fixing the problem after you have ended the lease. 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.

A landlord has many responsibilities. Your landlord must:

- A. Keep your home up to the local housing code standards that address health and safety. This applies only if your city has a local housing code.
- B. Make all repairs and do whatever is necessary to put and keep your home in a fit and livable condition. A tenant has to tell a landlord in writing that repairs are necessary.
- C. Keep all common areas of the home in a clean and safe condition. This includes making sure 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
 - a. electrical,
 - b. plumbing,
 - c. sanitation,
 - d. heating,
 - e. ventilation,
 - f. air conditioning, and
 - g. other facilities and appliances supplied or required to be supplied by the landlord. This includes elevators.
- E. Keep the foundation, floor, walls, ceilings, and roof :
 - a. Weatherproof;
 - b. Waterproof; and
 - c. Rodent proof.
- F. Provide and maintain appropriate containers 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 container.
- G. Supply
 - a. Running water at all times;
 - b. Reasonable amounts of hot water at all times; and
 - c. A reasonable amount of heat.

A landlord does not have to supply water or heat

- where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or
- the dwelling unit is built so 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:

- ending the rental agreement,
- money damages, or
- 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 tell your landlord in writing 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.

This letter is called a “14-30 Day Notice.” 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.

Tell your landlord in writing that he/she needs to fix the problem within 14 days or you will pursue other legal options. Use Sample Letter B for this.

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 to the landlord to do something or stop doing something. For example, your landlord may be ordered by the court to provide heat to your home. You should talk with an attorney before suing a landlord.

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

Call the local code enforcement office. Ask if you need to send the landlord notice before you make a report with the code enforcement office. If so, use Sample Letter C.

You may also be allowed to sue for money damages if the landlord does not fix the problem. Tell the landlord in the notice that you will "pursue your other legal options" if he does not fix the problem in the 14 days. You should talk with an attorney about this.

If there is a problem in your apartment, take pictures of the problem. You can use the pictures as evidence if you have to go to court.

Money Damages.

You may be able to sue for money damages if your landlord does not fix a problem. You have to tell the landlord in writing about the problem before you can sue. 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. Call a lawyer for advice about this.

Retaliation by the Landlord.

If you do call code enforcement, the landlord is not allowed to “retaliate” or 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.

A landlord can come into your unit to:

- inspect the unit,
- make repairs, or
- show the unit to future tenants or buyers.

Your landlord must give you at least one day’s notice before coming into your unit. The only exception to this rule is if there is an emergency.

Your landlord may not come into your unit at unreasonable times, like the middle of the night.

Call a lawyer if your landlord does not give you one day’s notice before entering your unit. Call a lawyer if your landlord bothers you with frequent inspections. 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. After you move, you have 14 days to tell the landlord in writing that you are ending the lease. If you do this, you will not owe any rent from the day you move out. Save a copy of any notice or letter you send the landlord.

9. If you want to terminate (end) your lease.

If you just want to move or if 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 must tell your landlord in writing that you are ending your lease; and
 - the notice or letter must be sent 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:
 - check the lease carefully for special rules on ending it. You may want to call a lawyer for advice.
 - You will be responsible for rent for the rest of the lease time unless your landlord can rent the unit 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 or letter 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 of the first page. The papers also will list 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.

An eviction will affect your ability to keep or get public housing benefits. *Contact an attorney right away if you are sued for eviction and you live in public housing.*

You will be served.

Your landlord might sue you to:

- evict you from the property and/or
- to get money from you to pay for damages to the apartment.

If this happens, you will be served papers. The papers are called a “Summons” and “complaint.”

The papers will be given to you 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 receive. 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.

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.

Go to the hearing. Go even if you do not have an attorney. 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 bad shape that no one should live there.
3. Your landlord came into your home without telling you ahead of time.
4. Your landlord came into your home at unreasonable times of the day or night.
5. Your landlord did not give you a written 3 day notice for non-payment of rent.
6. Your landlord did not give you a 14-30 day notice for breaking the terms of the lease.

If you are evicted, you need to move.

Once you have been evicted, move your belongings out of your home right away. If 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 an eviction order to do this. But he can come out the very next day or any time within the next ten days.

Move your property out right away.

If you have been evicted by the court get your property out of the unit right away. 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 in your unit, it is hard to get your property back.

A landlord **cannot throw out your property without first giving you a chance to get it**. The landlord must give you a written notice that he is storing your property. The landlord has to tell you where you can pick it up.

You could be charged fees if the landlord has to move and store your property. These fees often add up to hundreds of dollars.

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.

Your landlord can sell your property if:

- If you do not pick up your property; and
- You do not pay the storage fees before the deadline.

Your landlord can sell it at a public sale. The landlord must give you whatever money he gets from the sale, 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.

Your landlord can keep or throw away your property 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.

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. The second hearing is to decide whether you owe the landlord for unpaid rent, late fees or damages. Go to this hearing. If you do not go to the hearing the landlord wins and the court will order you to pay the landlord money. If you believe that you do not owe this money, contact an attorney for advice.

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

A landlord cannot lock you out of your unit unless you have been evicted. The landlord must have a constable, sheriff, or person from the court come to evict you (make you move). If the landlord himself tries to put you out, call the police.

If you have not been evicted and your landlord has locked you out, 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.

Tell your landlord in writing that you have been locked out. In the notice or letter, demand that your landlord let you back in the unit or tell the landlord you are ending the lease. Be sure to keep a copy of the letter or notice.

You also can sue the 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; and
- prepaid rent.

Again, 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, call the police and report that your property has been taken. If the landlord has not evicted you, you may have a defense to a future eviction hearing because your landlord took your property. 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. A security deposit is protection for the landlord.

Your security deposit cannot be more than one month's rent. There may be an extra deposit for a pet. A pet security deposit cannot be more than 1/4 of one month's rent.

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.

A landlord cannot keep your deposit for normal wear and tear to a unit.

Clean up your apartment. 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.

You must demand in writing that your landlord return your deposit. Send the letter by certified mail. Keep a copy of the letter for yourself. Save the receipt showing the landlord received the letter. You can use Sample D 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 ask for it.

If your landlord doesn't send all of your deposit back, you have a right to know:

- a) Exactly why the landlord is withholding some money; 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 the landlord in Small Claims Court for the return of your deposit. You do not need an attorney to sue in [Small Claims Court](#). When you go to the hearing in Small Claims Court, be sure to take:

- a copy of your letter demanding your deposit, and
- the certified mail return receipt showing that the landlord got the letter.

To get forms and information about how to file in Small Claims Court, visit <http://www.supremecourt.ne.gov/self-help/small-claims/resources-index.shtml>.

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 checklist.
- C. If anything happens to the unit while you are renting it, tell the landlord about it right away. 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 other rules that public housing tenants must follow. Talk with your Housing Authority or Section 8 caseworker first to request help with your situation. If a problem does not get solved, contact Legal Aid of Nebraska's AccessLine® for assistance.

15. A Few Reminders for Tenants:

1. Get a written lease from the landlord. Do not rely on a verbal agreement.
2. Fill out a move-in checklist to note any problems with the apartment/house. Make sure the landlord signs it too. Keep a copy.
3. Always pay your rent on time. Get a receipt for each payment.
4. Put any important communications with your landlord in writing. Send letters to your landlord by certified mail return receipt requested. Keep a copy for you records.
5. Do not ignore papers given to or sent you by the court.
6. Always talk to an attorney before you refuse to pay rent.

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
- 1-855-916-4540 Breast Cancer Legal Hotline if you are breast cancer patient or survivor
- 1-800-464-0258 Farm Ranch Hotline for farmers and ranchers
- 1-855-307-6730 Nebraska Immigration Legal Assistance Hotline (NILAH)
- 1-844-268-5627 Disaster Relief Response Hotline for victims of recent disaster, such as tornado, flood or train derailment
- 1-844-535-3533 Autism Hotline for applicants and their families who are affected by autism

LAW SCHOOL LEGAL CLINICS

UNIVERSITY OF NEBRASKA COLLEGE OF LAW CIVIL CLINICAL LAW PROGRAM

<http://liferaydemo.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

Self Help Centers are open **when the court is open and when volunteers are available**. Visitors are served 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. Hours and services are posted at each location.

- **Buffalo County:** First Friday of the month 10:00 a.m. to 2:00 p.m.
Buffalo County Courthouse at 1512 Central Avenue in Kearney, across from the Clerk of the District Court office.
- **Douglas County:** Every Monday and Wednesday 10:00 a.m. to 2:00 p.m.
Douglas County Courthouse at 17th & Farnam Street in Omaha, across from the Douglas County Law Library, Harney Street level.
- **Hall County:** Second and fourth Friday of the month 10:00 a.m. to 2:00 p.m.
Hall County Courthouse at 111 West First Street in Grand Island, the lower level across from Courtroom #3.
- **Lancaster County:** First and Third Thursday of the month 10:00 a.m. to 12:00 p.m.
Lancaster County Courthouse at 575 South 10th Street in Lincoln, Third Floor Jury Room area, rear door to the office of the Clerk of the District Court.
- **Madison County:** Third Friday of the month 10:00 a.m. to 2:00 p.m.
Madison County Courthouse at 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 11:30 a.m. to 1:00 p.m.
Scotts Bluff County Courthouse at 1725 10th Street in Scottsbluff, basement level.

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 – Thursday 1:00pm to 4:00pm.

Call 402-348-1069, or toll-free at 1-888-991-9921, or visit our website at legalaidofnebraska.org 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, Wednesday, and Thursday 1:00pm to 4:00pm

Call 402-435-2161, or toll-free at 1-800-742-7555, or visit our website at legalaidofnebraska.org 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.

[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>.

