

About **Renting**

The Landlord

The owner of a rental property

The Tenant

The renter of the property

The Lease

A legal agreement—preferably in writing-- between the landlord and the tenant about the rental of property. The lease should include the:

- Address of the property being rented
- Name & address of the landlord
- Amount of rent
- Amount & type of any deposits required
- Date rent is to be paid each month
- Term of the lease (week-to-week, month-to-month, six month, one year, etc.)
- How to end the lease
- Name of who is responsible for paying the utility bills

Read Your Lease

- **DON'T** sign anything you don't understand.
- **DON'T** rely only on spoken promises—insist they be written into the lease.
- **DON'T** sign a lease with blank spaces-- something you never agreed to *could* be added later.
- **DON'T** assume that everything written in a lease is legal.

REMEMBER Both landlords and tenants *may* have other rights and responsibilities that are NOT listed in the lease.

Questions or Concerns?

Find the **CITY OF FREMONT MUNICIPAL CODES**

At your public library
Keene Memorial Library
1030 North Broad Street, Fremont
(402) 727-2694

Report **VIOLATIONS** of the City of Fremont Municipal Codes (for health, safety, nuisance issues)

To your public health department
Three Rivers Public Health Department
(402) 727-5396 ext 13

Find the **LANDLORD-TENANT ACT**

On the Internet at:
<http://statutes.unicam.state.ne.us/>
&
At your public library (see above)

Find **LEGAL HELP** for landlord-tenant issues:

By telephone
Fair Housing Center of Nebraska
1-800-669-3247
Legal Aid of Nebraska 1-877-250-2016
NE Bar Association's Volunteer Lawyer Project
1-402-475-7091
&

On the Internet at:
<http://lawyers.findlaw.com/lawyer/state/Nebraska>

Tenant RIGHTS

- May have possession of the property until the lease expires **AS LONG AS S(HE) PERFORMS ALL LEGAL OBLIGATIONS**
- May use the property in any lawful way, subject to the restrictions in the lease.
- Must be given, in writing, the name and address of any person **CURRENTLY** authorized to manage the premises
- May sub-lease the property **UNLESS** the lease states otherwise.— the lease may prohibit sub-leasing or may require landlord's consent to do so.

A landlord **CANNOT** charge **MORE** rent or offer **LESS** service if a tenant complains to a government agency about the conditions of the property **OR** organizes or participates in a tenant's rights group.

**For informational purposes ONLY—
Ask an attorney
for legal advice**



*Provided by the
Community Housing & Safety Committee
Of the Dodge County Collaborative Team*

Landlord RESPONSIBILITIES:

- Meeting all community housing codes
- Making all repairs to keep the property in a fit and habitable condition
- Keeping the common areas clean and safe
- Maintaining whatever facilities are supplied, such as the furnace, plumbing, and elevators
- And, providing garbage cans (except for single unit properties such as duplex or houses) and supply reasonable heat and hot and cold running water.

A landlord **CANNOT** shut off electric, gas, water or other needed services

Tenant RESPONSIBILITIES:

- Meeting all community housing codes
- Keeping the dwelling unit as clean and safe as conditions permit
- Keeping the plumbing clean
- Using the electrical, plumbing, heating and cooling facilities in a reasonable manner
- NOT deliberately or negligently destroying, damaging, or removing any part of the premises. The property must be left in as clean a condition, except ordinary wear and tear, as it was when the tenancy began.
- NOT legally claiming reimbursement for independently doing repairs, painting or fixing up the premises (unless agreed upon in writing).
- Conducting themselves in a manner, which will NOT disturb their neighbors. As should their guests.

RENT

Rent is payable by the date and time agreed to in the lease.

IF THE RENT IS NOT PAID ON TIME, the landlord must follow the steps outlined in the Landlord-Tenant Act of the Nebraska Statutes. The landlord must make written demand that the rent be paid within three days, and that, if it is NOT paid, the rental agreement will end.

- **IF THE TENANT PAYS WITHIN THREE (3) DAYS**, then the lease continues as it is and the rental agreement does NOT end.
- **IF THE TENANT DOES NOT PAY WITHIN THREE (3) DAYS**, then the landlord may end the rental agreement and file a lawsuit to evict a tenant who refuses to leave voluntarily.

The landlord may NOT:

- Lock out the tenant
- Take the tenant's property
- Remove the tenant's belongings

A court order of eviction is required BEFORE a tenant can be forced to move.

RENT CANNOT BE RAISED during the term of a lease when a landlord and a tenant have a written lease that states the amount of rent.

RENT CAN BE RAISED in a month-to-month lease only AFTER the landlord has given the tenant 30-day notice that the rent will be raised on or before a rental payment date. Landlords are NOT limited by law as to how much or how often to raise the rent— if a tenant feels the increases are unreasonable s(he) may wish to talk with a lawyer.

DEPOSITS

Security deposit **CANNOT** be more than one month's rent; a pet deposit **CANNOT** be more than one-quarter of one month's rent. When the lease ends, the landlord may keep the deposit for unpaid rent and/or to pay for any damage done to the property. This may include the cost of cleaning the apartment, but it is NOT intended to cover normal wear and tear.

When the lease ends, the tenant should give the landlord a forwarding address so that the deposit may be refunded. If the tenant requests in writing, s(he) then has the right to receive the balance of the deposit (if any) AND an item-by-item list of any costs paid out of that deposit within fourteen (14) days.

Avoid fights over deposit refunds by making a list of any existing problems with the property—preferably BEFORE moving in. The list should be dated, and, if possible, signed by the tenant and the landlord, showing that BOTH agree on what problems were already there. BOTH people should keep a copy of the list.

Also make a similar list when moving out.

ENDING a lease

Leases may be for month-to-month or for a set period of time (for six-months, for one-year, etc.).

Either the landlord or the tenant may end a month-to-month lease by giving written notice to the other person **AT LEAST 30 days BEFORE** a rental payment date (usually the first day of each month). The lease would then end on the agreed-upon rental payment date.

A lease for a set period of time may explain how the lease is to be ended.

BEFORE the set period of time, if the lease is ended the tenant **MAY** be responsible for some or all of the rent for the remaining time. However, the landlord **MUST** try to rent the property to someone else.

AFTER the set period of time, the lease may end or the lease may automatically change to a month-to-month lease.

If either the landlord or the tenant violates important parts of the lease or of the Landlord-Tenant law, the lease may be ended.

The lease will end if:

- The landlord gives the tenant notice that s(he) is NOT following the tenant duties outlined in the Landlord-Tenant Act (including rent payment as already described—see RENT).
- The tenant gives the landlord notice that s(he) is NOT following the landlord duties outlined in the Landlord-Tenant Act.

Once notified, the tenant or landlord has fourteen (14) days to improve his/her behavior.

If the behavior is NOT improved during this time, then the lease will end in NOT less than thirty (30) days AFTER the initial 14-day period.

To protect yourself:

- Put in WRITING all business contacts between the landlord and the tenant
- Put the DATE on each notice.
- Make and keep a COPY of each dated notice.

Landlord RIGHTS

- Receive rent

- Collect monetary damages for misuse or negligent destruction of the property (including monetary damages greater than the tenant's deposit)
- Charge whatever rent s(he) wants
- Establish terms & conditions governing the tenant's conduct

The owner of residential property may rent the property on almost any terms and for such legal uses as s(he) desires, subject to the restrictions in the Landlord-Tenant Act. If the owner sells the property, the new owner must follow the existing lease.

With at least ONE DAY'S NOTICE & during REASONABLE HOURS, a landlord **MAY** enter a property to:

- Inspect the property
- Make repairs
- Provide services
- Show the property to workers, prospective tenants or purchasers.

A landlord can enter a property **WITHOUT** a tenant's consent **ONLY** if:

- There is an emergency
- The tenant has abandoned the premises

PAY YOUR RENT!!!

A landlord has the right to receive rent: the full amount agreed upon on or before the date agreed upon **NO MATTER** what problems arise between the landlord and the tenant/s. **ONLY** withhold rent if instructed by your lawyer.