

# Nebraska Landlord Tenants Rights

*The material in this handout represents general legal principles. Since the law is continuously changing, some provisions in this pamphlet may change with time. If further assistance is required, consult with an attorney about your legal rights and responsibilities regarding your particular situation.*

## **Landlord Responsibilities**

Pursuant to the Uniform Residential Landlord and Tenant Act (URLTA) a landlord is required to keep a property habitable and restrictions on leasing agreements are applied.

A landlord, when leasing a residential property, cannot:

- Provide a rental agreement that waives any of the rights of the tenant under the URLTA
- Neglect to maintain fit premises. This includes complying with minimum housing codes; make all repairs; keep common areas clean and safe. Additionally, a landlord must provide, maintain and keep in safe and working condition all plumbing, electrical, sanitary, heating, ventilating, air conditioning, and other facilities and appliances including elevators.
- Fail to maintain running water and a reasonable amount of hot water
- Disturb a tenant's right to reasonably and peacefully use their rented space

## **Tenant Responsibilities**

- Pay rent on time
- Cover excessive damages beyond normal "wear and tear"
- Keep the dwelling in a safe and clean condition

## **Evictions**

A tenant in Nebraska may be evicted for any reason written into their leasing agreement. It is always a good idea to read the entirety of a leasing agreement before signing.

Common reasons for evictions are nonpayment of rent; violation of lease terms; and illegal acts such as violent crimes or sale of illegal drugs.

*NOTE: Nebraska tenants CANNOT be evicted for reporting health or safety violations to a local or state regulatory authority.*

COVID-19 Executive order by Governor Ricketts allows all eviction proceedings for nonpayment of rent due after March 13, 2020 to be delayed if the tenant can prove that they have:

- 1) had substantial loss of income related to COVID-19, or
- 2) missed work to care for a relative or child because their school or child care facility closed or has limited attendance due to COVID-19

This executive order ONLY applies to nonpayment of rent eviction proceedings.

### **Security Deposits**

A Nebraska landlord may not charge security deposits in excess of 1 month's rent or pet deposits in excess of ¼ month's rent. Additionally, deposits must be returned within 14 days of the end of the leasing period and must include an itemized list of all deductions made from the deposit for maintenance purposes. The penalty for not returning the deposit on time can be up to double the value of the deposit.

### **Lease Termination**

Pursuant to federal law, leases entered into prior to military service, by a service member who has received permanent change of station orders or is being deployed for not less than 90 days, may be terminated with a 30 day written notice and a copy of his or her military orders submitted to the landlord or the landlord's agent. If the rent is paid monthly, the termination is effective 30 days after the first date on which the next rental payment is due subsequent to the date when notice is delivered. If a service member lessee dies while in military service, the spouse of a lease may terminate within one year of the death.

For example, if the rent is due on the 5th of each month and notice is given on April 15th, the termination is effective on June 5th. Member must pay extra month rent because notice was not 30 days before the next rental payment was due.

Tenants may also terminate their leases if the unit is uninhabitable as defined by URLTA. If the unit is inhospitable a tenant has the right to terminate their lease immediately.

Landlord in Nebraska must provide at minimum 1 day advance notice of their planned entry into a tenant's unit. Failure to do so may constitute landlord harassment and would be grounds for immediate lease termination.