

Nebraska Residential Landlord Tenant Law Basics

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Source of Law

- Residential Landlord Tenant –
- Enacted in 1974, operative July 1975
- Patterned after the Model Uniform Residential Landlord Tenant Act

Rental Agreement

- Basic contract principals
 - Oral Leases v. Written agreements
- Essential elements of lease (CLOaC):
 - C = 19 years but 18's may lease
 - Lawful objective
 - Offer and acceptance
 - C "fair rental value for the use"
 - Convey right of possession and create a reversion in landlord.



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While We're on the Topic of Rent

“UNLESS the parties agree otherwise, rent”

- Is payable with
- Is due on the first of the rental period
- Includes “all payments to be made to the landlord under the rental agreement”

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Term of Lease

- Month to Month or week to week
- Other periods? “Initial term”
- Termination: 30 days “ to the periodic rental date”
- Reminder: Five year leases not governed by NURLTA
- Is it legal to terminate in the middle of the period? If so when?

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Use of Premises

- Dwelling
- No purposes
- No operation of
- Not in an institution or educational facility
- Not under contract for sale or a condominium
- Not employees when occupancy is conditional
- No agricultural

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Access to the Premises

- Tenant must give access to landlord
 - Reasons for access: fulfill duty to maintain premises, to make repairs...
- notice
 - No notice needed in case of emergency
 - Landlord cannot access to harass
- Abuse:
 - Tenant may be ordered to allow access
 - Landlord may owe damages to tenant

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Maintaining and Improving the Quality of Housing Landlord's Obligations

- Minimum
- Maintain in fit and habitable condition
- Common areas clean and safe
- Maintain supplied or required facilities
- Garbage removal
- Running water and amounts
 - Hot water
 - Heat
- Exceptions: (Tenant in control of facilities, single family and tenant employed to maintain)

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Maintaining and Improving the Quality of Housing Tenant's Obligations

- Minimum housing code
- Maintain occupied space in clean and safe condition
- Dispose of rubbish and garbage
- Maintain plumbing fixtures according to their condition
- Use in reasonable manner all electrical, plumbing and sanitary fixtures
- Not damage the property
- Not disturb neighbors? of premises

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Security Deposit

- Amount
 - [redacted]
 - Per deposit = [redacted] month rent
- Prepaid rent
 - [redacted]
- Refund
 - Use to restore premises or unpaid rent
 - Condition of premises at commencement of occupancy
 - Except ordinary wear and tear
 - Within [redacted] days
 - Demand and forwarding address
 - Return of keys (termination)
 - Non-compliance
 - Problems: extensive and/or excess of deposit



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Notice

- Notice of a Fact: actual, written and constructive
- Receipt and delivery of Written notice
 - Tenant: delivered in hand or mailed
 - Landlord: delivered
- Unless the rental agreement specifies another method, notices should be mailed regular first class mail.



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Notices (cont.)

- Valid Notices
 - Curable
 - Three day
 - 14/30 day
 - 14 day after destruction of premises
 - Non-curable
 - One day notice for Access
 - Thirty Day Termination
 - Five Day (failure to deliver possession)
 - Fourteen Day Repeat Violation
 - Waiver of Notice



(Paragraph IV.)

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Evictions and Enforcement of Rights

- Notice
- Holdover
- Action for Possession
 - Filing of Case
 - Answer Date
 - Trial
 - Writ of Restitution
 - Trial on other causes of action



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Damages and Attorney Fees

Actual Damages

- 76-1415 Deliberate use of a prohibited provision in lease
- 76-1427 Failure to supply heat, water, hot water, or essential services.
- 76-1432 Absence and abandonment
- 76-1435 Breach of lease
- 76-1438 Landlord's abuse of access. No less than 1 month rent

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Damages and Attorney Fees

Actual Damages

Treble Damages

- 76-1418 Failure to supply possession of premises at commencement of term.
- 76-1426 Failure to supply possession of premises at commencement of term.
- 76-1430 Constructive or actual (wrongful) eviction
- 76-1437 Willful holdover without landlord's consent

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Damages and Attorney Fees

- Actual Damages
- Treble Damages
- Attorney Fees

76-1415 Deliberate use of a prohibited provision
76-1416 Failure to return deposit
76-1425 Willful noncompliance by landlord affecting habitability
76-1426 Failure to supply possession of premises at commencement of term.
76-1427 Failure to supply heat, water, hot water, or essential services.
76-1428 Meritless defense or counterclaim lacking good faith
76-1430 Constructive or actual (wrongful) eviction
76-1431 Willful failure to pay rent or non-compliance by tenant
76-1435 Breach of rental agreement
76-1437 Willful holdover without landlord's consent
76-1438 Abuse of access

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Other Issues

- Lead Paint
- Insurance

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Abandoned Property (Disposition of Personal Property Landlord and Tenant Act)

What is abandonment?

- Common Law
- NURLTA
 - Abandonment
 - Termination
 - Eviction

Procedure

- property
- Move to storage
- Owner(s)



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Disposal of Personal Property Landlord and Tenant Act

- Valued under \$ – Convert/Discard
- Valued over \$:
 - Advertise Auction
 - Auction (competitive bidding)
 - Proceeds apply as follows:
 - Cost of Auction
 - Cost of advertising
 - Cost of storage and handling (not to rent or damages)
 - Balance returned to tenant or State Treasurer

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Questions About Residential Landlord and Tenant?

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