



Legal Aid of Nebraska

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LANDLORD AND TENANT HANDBOOK

If you are having a problem with your landlord, want to better understand your lease, or want to know more about your rights as a tenant, this Handbook will help explain Nebraska law governing landlords and tenants. These laws are complicated and can be confusing, so you should always 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!**

Put it in writing! If you decide to send any of the notices or letters described in this Handbook, they must be put in writing and sent by certified mail, return receipt requested. You should always keep the return receipt card that comes back to you and the letter you sent as evidence that you sent the notice.

If you live in a **mobile home** (a trailer), the rules for landlords and tenant are somewhat different and you should consult with an attorney about those rules if you are having a problem with your landlord or have questions about your rights as a mobile home tenant.

If you are a **Native American** or **live on a reservation**, please note the following. If you live in tribal housing on the reservation, then this handbook does not apply but HUD regulations do apply. If you live on the reservation but do not live in tribal housing, then it is possible that any legal action taken might be done in state court and the handbook would apply. If the legal action is going on in tribal court (even if you are not in tribal housing), then tribal law would apply. If the handbook does not apply for your situation, or you think you have a claim for discrimination, you should call Legal Aid of Nebraska Native American program at 1-402-648-3457 for assistance.

If you cannot afford an attorney, call **Legal Aid of Nebraska Accessline** at 1-877-250-2016 for free legal advice.

To get started, select the Tenant's Guide to Renting for a list of commonly asked questions and their answers. When you have finished, take a look at A Few Reminders for Tenants for a few helpful hints on how to be a good tenant. The information in this handbook is not meant to substitute for the advice of an Attorney. You should speak with an Attorney about your specific problem.

The Tenant's Guide to Renting

What Every Tenant Should Know

Select one of the following topics for more information.

1.	If you are thinking about signing a lease or are ready to move in...	8.	If your apartment/house has been damaged by fire or flood...
2.	If your landlord has refused to rent to you because of your race, color, religion, national origin, handicap, or because you have children...	9.	If you want to terminate your lease...
3.	If you receive a 3-day notice of nonpayment of rent from your landlord...	10.	If you have been sued (received papers from the court)...
4.	If you receive a notice stating that you violated the lease and the lease will be terminated...	11.	If your landlord has locked you out of your apartment/house...
5.	If you are without hot and cold running water, electricity, gas, or other essential service...	12.	If your landlord has taken or locked up your personal property...
6.	If you are having trouble getting the landlord to make repairs to your unit...	13.	If you want to get your security deposit back...
7.	If your landlord has entered your apartment/house without your permission...	14.	If you live in Section 8, OHA or other public housing...

1. If you are thinking about signing a lease or you are ready to move in...

Inspect the unit.

Before you sign a lease, you should inspect the house or apartment (called the “unit” or the “home”) to make sure the unit is in good condition. If you want certain repairs to be made before you move in, then do not give the landlord any money until he agrees *in writing* to make the repairs by a certain date. If you want to move in even though the problems have not been fixed yet, then get an agreement *in writing* signed by the landlord which lists the repairs needed and gives a date when the repairs need to be done.

Sign a move-in checklist.

Even if you do a walk-through of the apartment and find no major problems, make sure that you and the landlord sign a move-in checklist that describes the condition of the unit. If the landlord will not sign a checklist, then make your own using the sample [Tenant Checklist](#), sign and date it, mail it to the landlord, and keep a copy for yourself. If the landlord refuses to fix the problems and later tries to charge you for causing these same damages to the unit, then your checklist will be good evidence that the damages were already there when you moved in. Some examples of the type of damage to note on the list include dirty walls, scratched furniture, broken windows, stained carpets, leaky pipes, etc. 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.

When you first move in, if you discover problems you did not know about before you moved in, or if your landlord does not let you move in, then you may be able to end the lease. To do this, you need to give or send the landlord written notice that within five days the lease will end. You need to talk to a lawyer before doing this. If you have already moved in and have found problems, see [If you are having trouble getting the landlord](#)

to make repairs to your unit... for what you can do.

What kind of rental agreement will you have?

Leases are one kind of rental agreement. 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 nothing written down about the terms of renting the unit. It is almost always better for you to have a written lease so that there is less disagreement later on between you and your landlord about the terms of renting your unit. If your lease is written, then your landlord should give you a copy of it, and if he will not, then you should not rent from that landlord.

Why is my lease so important?

Once you and the landlord have signed the lease, it is a legally binding agreement and you will be held responsible for complying with the lease. If you want the landlord to change anything in the lease, tell him so before you sign the lease and check the lease to make sure he does it. After the lease is signed, any other changes must be put in writing and signed by you and the landlord.

Before signing a lease, you should 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. You should review the lease very carefully and ask someone for assistance if you are having trouble understanding it, or call the Legal Services Accessline for help.

What should I look for in a lease?

1. Length of lease	6. Number of People in Unit
2. Amount of Rent	7. Pets
3. Raising the rent	8. Leaving for several days
4. Utilities	9. Lead Paint
5. Repairs	10. Blank spaces/Extra Writing

1. Length of time of the lease.

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

Some leases **automatically renew** for another term (period of time). For example, a one year lease may renew for another year. Look for wording in the lease that requires you to terminate, or end, the lease in writing in order to prevent it from automatically renewing. Remember to

send this notice terminating the lease at the end of your lease period if you do not want it to automatically renew. See [If you want to terminate your lease...](#) 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 terminates the lease properly.

2. 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 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). The lease should also tell you where to pay your rent. If the lease does not say when your rent is due, it is due on the first of each month, or on the first of each week if you have a weekly lease. Look for late fees in the lease that would be charged if you were late in paying the rent. **Always** get a receipt each time you pay rent and keep it.

3. 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 verbal agreement only or a month to month written lease, then the landlord can raise the rent by giving you notice in writing at least 30 days before your next rent payment is due.

4. Utilities.

Make sure the lease explains what utilities you will have to pay, such as gas, electricity and water.

5. Repairs.

The law requires your landlord to keep the property in good repair. You are responsible for maintaining the condition of the property except for reasonable wear and tear. Check for terms in the lease that make 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 [If you are having trouble getting the landlord to make repairs to your unit.](#)

6. Number of People in Unit. You need the landlord’s permission in

writing to have someone other than yourself living in the unit. This should be added to the lease or stated in a separate letter signed by the landlord.

7. Pets. Many leases do not allow pets. If you plan to have a pet living in

the unit, you must have the landlord’s permission in the lease. You may be required to pay an additional pet deposit along with your security deposit.

Leaving for several days. The lease may mention what happens if you are gone from your unit for a period of time. The law requires you to notify your landlord in writing if you are going to be away for more than seven days. If you do not, then your landlord may be allowed to move your personal property out and rent the unit to someone else.

9. Lead Paint. If the apartment building or house was built before 1978, your

landlord must give you informational materials on lead based paint and let you know of any lead paint dangers in the unit. This information does not need to be in the lease, but must be given to you. You should contact the local health department if your landlord has not given you this information.

10. 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. Look at the lease carefully after you and the landlord sign it to make sure that the landlord has not written anything else on 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 discriminate in renting a unit to you and may not evict you based on your race, color, religion, national origin, handicap or because you have children. If you think that the landlord is discriminating against you for one of these reasons, call the Nebraska Fair Housing Center at 1-800-669-3247, or 934-6675. For more information on the laws about Fair Housing, see the following website: www.tenant.net/Other_Areas/Uscode/fair-hse.html. You may also file a complaint with the Nebraska Equal Opportunity Commission at 1-800-642-6112.

If you are a Native American and you think that your landlord is discriminating against you, please call our Native American Program at 1-402-648-3457 for assistance.

3. If you receive a 3-day notice of nonpayment of rent from your landlord...

The notice is from the landlord and you need to pay your rent during these three days, but you cannot be put out by the landlord until you are evicted.

Your landlord may send you a notice in the mail, hand you a notice or leave a notice on your door saying that you have not paid rent for the month and that you have 3 days to pay it. The notice will usually say that unless you pay the rent in full within 3 days, the lease will be terminated (meaning the lease will end). You need to pay your rent within these three days. After the three days are up, the landlord does not have to accept the rent from you, even if you offer the full amount. Instead, the landlord can sue you for eviction if you do not pay within the three days. The important thing to remember is that this kind of a notice comes from the landlord, not the court, so **it does not mean that you need to move out.**

Pay your rent in full plus any late fees within three days.

If you do this, the landlord must accept the rent and your rental agreement will not be terminated for nonpayment of rent and you will not have to move. If you only offer to pay part of the rent, your landlord does not have to accept it.

If you cannot pay the rent in full within three days, your landlord might file suit.

The landlord may file suit asking that you be evicted from the property. If this happens, you will be served papers by someone from the sheriff's office or another process server. See If you have been sued (received papers from the court)... 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.

If you receive a notice or letter from your landlord that says you violated the lease or rental agreement for some reason, you do not need to move yet. The landlord may give you this kind of notice if he feels you are doing something that is not allowed under the lease, something that affects health or safety, or if you need to make repairs to the unit. The notice must give you 14 days after the date you received the notice to fix the problem. The lease will end in 30 days if the problem is not fixed within those 14 days. If you have a month to month rental agreement, the landlord could terminate the rental agreement by giving you a notice to terminate. This notice must be given at least 30 days prior to the date upon which rent is due.

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

Termination for no reason.

If you have a verbal rental agreement (nothing in writing), your landlord can terminate it even if you are paying your rent and not causing any problems. If he does this, he must give you thirty days written notice that he is ending the lease. 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?

- Keep the unit clean, safe and follow the city housing code
- Get rid of your garbage in a clean and safe way
- Fix any damages you did or your guests did
- Do not bother your neighbors with noise or other behavior

5. If you are without hot and 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 for electricity, gas and hot and cold running water (even though you might pay the bills for these services). If you are without these services because something is not working properly or because the landlord turned them off, give your landlord a notice in writing telling him about the problem or send a notice by certified mail right away. If your landlord does not fix the problem there are a couple of things you can do without ending the lease.

- You can pay someone to fix the problem and deduct that amount from your next rent payment.
- You can find another place to stay until the landlord fixes it. 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. Talk to a lawyer before taking these steps!

If you want to end the lease:

- If your landlord has willfully disconnected your electricity, gas, heat or your running water, you can send or give your landlord a notice (keep a copy) telling him about the problem and telling him you are terminating your lease. Your lease will then be ended and you can move out and stop paying rent. You can also sue your landlord after you have terminated the lease for not fixing the problem. You can get an amount equal to what 3 months rent would have been plus your attorney's fee if you win. You may not be able to get this money if you are behind on your rent. Again, 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...

Your landlord must:

- Keep your home up to the local housing code and make sure it is clean, safe, and sanitary
- Provide safe heating equipment which heats the whole unit
- Keep the foundation, floor, walls, ceilings, and roof weatherproof, waterproof and rodent proof.
- Make sure the stairways, approaches, and entry ways are safe to use and can support people
- Keep the appliances, air conditioner and other things he provided in the unit in good working order.

Two Options.

Take pictures of the problems for use later on if you go to court. If you have asked your landlord to make repairs to your unit and the landlord does not make the repairs, then you may send him a written notice by certified mail that tells him he has 14 days from the date on the notice to fix the problems.

- If you want to stay at the property, you should say in the notice that you will call the code enforcement to come inspect if he does not fix it within 14 days. (If you live outside of Omaha, then ask the local code enforcement office if you need to send the landlord notice before you make a report with them.) You may also be allowed to sue for money damages for the landlord not fixing the problem, so you should also tell the landlord in the notice that you will "pursue your other legal remedies" if he does not fix the problem in the 14 days. Use Sample Letter B for this.
- If you want to end the lease, then you should say in the notice that you will end the lease within 30 days from the date of the notice if he does not fix the problem within 14 days. Keep a copy of it for yourself along with the certified mail return receipt. Use Sample Letter A for this.

Money Damages.

You may be able to sue for money damages because your landlord did not fix the problem after you gave him the notice. 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. You should call a lawyer for advice about this.

Retaliation by the Landlord.

If you do call code enforcement, the landlord is not allowed to get back at you by raising your rent,

evicting you or cutting off your gas, electric or water. See If you are without hot and cold running water, electricity, gas, or other essential service... and call a lawyer or Legal Aid of Nebraska Accessline if this happens.

7. If your landlord has entered your apartment/house without your permission...

Your landlord needs to give you notice at least one day before coming into your unit and may not come in at unreasonable times, like the middle of the night. Your landlord can only come into the unit to inspect it, make repairs, or show it to future tenants or buyers. Only if there is an emergency like a broken water pipe or a fire, can the landlord come in without any notice.

If your landlord does not give you notice one day before or continues to bother you with frequent inspections, you should call a lawyer. You may be able to sue the landlord and get money damages and your attorney's fee.

8. If your apartment/house has been damaged by fire or flood...

If your unit is damaged by a fire or flood or other serious damage that is not your fault, then you may move if you cannot live there in a normal way. After you move, you have 14 days in which to send the landlord a written notice that you are ending the lease. If you do this, you will not owe any rent from the day you moved out.

9. If you want to terminate your lease...

If you have problems in your unit with repairs that need to be done or have not paid your rent, then look at the other questions in this handbook for more information. If you just want to move because you have found another place to live or 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 or week to week lease or a verbal agreement, then give the landlord a written notice at least 30 days before the next time you will pay rent and you can end the lease on that date. For example, if you pay rent on the first of each month and on September 15th you give the landlord the 30-day notice to move, then the lease can be ended on November 1 without any penalty. In other words, you would be responsible for rent for all of October. If you wanted to move out without penalty on October 1st, then you would have needed to give the 30-day notice on or before September 1st.

If you have a year long lease or have a lease in writing and you want to move before it is ended, then check the lease carefully for special rules on ending it. You may want to call a lawyer for advice. Even if you send the notice mentioned in the paragraph above, you are still responsible for rent for the rest of the lease time, unless your landlord can rent the unit to someone 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.

10. If you have been sued (received papers from the court)...
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If you have been sued, the papers you receive will have the name of the court at the top and state your name as the defendant. If you receive papers like this, you need to contact a private attorney, or if you cannot afford one, contact Legal Aid of Nebraska for free legal advice.

You will be served.

Your landlord might file suit against you to evict you from the property and/or to get money from you to pay for damages he may say you caused. If this happens, you will be served papers, called a Summons, 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 have the Answer date.

You must file an answer.

The Answer is your response to the landlord's claims. You must file an Answer by the date shown on the papers as the Answer date. The clerk's office will have Answer forms for you to complete. You should simply write on the forms why you should not be evicted and/or why you do not owe the money the landlord is asking for.

- If you do not file an Answer, 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.
- If your landlord is trying to evict you for some other reason, make sure you have any papers dealing with the situation and any witnesses with you at the hearing.

Reasons why the landlord might not be able to evict you even if you didn't pay your rent.

- Your landlord stopped your electricity, gas, water or other necessary service.
- Your unit was in such poor repair that the judge believes it should not be lived in.
- If your landlord is trying to evict you because he claims you have not paid your rent, but you have receipts for your rent payments, then take those receipts to show the judge at the hearing. Your landlord may not be able to continue with the eviction if he accepts even part of the rent that is due before you go to court.
- Your landlord came into your home without any notice or came at unreasonable times of the day or night.

If you are evicted, you need to move.

If the court decides that you are to be evicted and 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 your eviction hearing to do this. But he can come out the very next day or any time within the next ten days, so once you have been evicted, move your belongings out of your home immediately.

Move your property out right away.

If you have been evicted and need to move, get your property out of the unit right away. Even 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 there, your landlord cannot throw it out on the curb or throw it away. He must give you a written notice that he is storing your property and tell you where you can pick it up. You could be charged fees if the landlord has to move and store the property. These fees often add up to hundreds of dollars so it is important to move everything out when you leave. 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.

If you do not pick up your property and pay the fees, your landlord can sell it at a public sale. The landlord must then return whatever money he gets from the sale to you less the costs of storage and of the sale. If he cannot find you, he must give the money to the State Treasurer's Office. If the landlord thinks the property is worth only \$250.00 or less, and you have not picked it up and paid the fees on time, then he can keep it for himself or get rid of it.

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 about money you may owe the landlord for unpaid rent, late fees or damages. If you believe that you do not owe this money, then you should 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 he has already gone through an eviction process with the court and has gotten a judgment against you saying that he can take possession of the unit. The landlord must have a constable or person from the court come to evict you (make you move). If the landlord comes himself and tries to put you out, **CALL THE POLICE**.

When a landlord locks you out without an eviction order, you should first contact an attorney. You can send or give your landlord a notice (keep a copy) about the lockout, then sue your landlord to get back in your unit or you can simply state in the notice that the rental agreement is ended. Whichever you do, you can also sue for money damages equal to what 3 months rent would have been plus your attorney's fee, security deposit and prepaid rent if you win. Again, you should talk to a lawyer about this.

12. If your landlord has taken or locked up your personal property...

If you have already moved out, see the section about moving your property out If you have been sued (received papers from the court)....

If you are still living in the unit, then call the police and report that your property has been taken. If the landlord has only given you a 3-day notice about your rent and there has been no eviction judgment against you yet, then you may have a defense to the eviction because your landlord took your property unlawfully. 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 but it cannot be more than one (1) month's rent unless you are allowed to have a pet and actually have one. If your rent is \$200.00 per month, your security deposit cannot be more than \$200.00. If you are allowed to have a pet and you actually have one, your security deposit can be 1 and 1/4 months' rent. In this case, if your rent is \$200.00, your deposit could not exceed \$250.00.

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. If you move out and leave the place a mess, the landlord may deduct the costs of cleaning the unit from your deposit. Normal wear and tear caused to the unit is not damage for which the landlord may keep your deposit. Take pictures of your unit as you move out to prove that you left it in good condition.

How to get your deposit back after you move.

To get your deposit returned after you move, you must demand in writing that your landlord return your deposit. Send him a certified letter like [Sample Letter C](#) demanding the return of your deposit, and keep a copy of the letter for yourself. Make sure your letter states a good address where the landlord may send the deposit. Your landlord must return your deposit within 14 days after you request it.

If your landlord doesn't send all of your deposit back, you have a right to know: a) exactly why the money is being held; and b) receive an item by item list of what the money was spent on. If your landlord does not send you a letter explaining these things, you can sue him for the return of the deposit. Small claims court allows you to sue for the return of your deposit without a lawyer. Take a copy of your demand letter with you and the certified mail return receipt showing that the landlord picked up the letter.

How to make sure you will get your deposit back.

- Leave the unit clean. Make sure you have witnesses who can say the place was clean when you left. Take pictures.
- 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 or you are ready to move in...](#) about signing a move-in and move-out checklist.
- If anything happens to the unit while you are renting it, report it immediately to the landlord. 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 OHA housing; however, there are many specific rules that public housing tenants must follow because they are receiving housing benefits. You should consult your OHA or Section 8 caseworker first to request assistance with your situation. If a problem does not get resolved, you should ask for information on how to appeal the decision of the public housing authority and contact Legal Aid of Nebraska Accessline for assistance.

A FEW REMINDERS FOR TENANTS

- If at all possible, get a written lease from the landlord instead of relying on a verbal agreement.

- Insist on signing a move-in checklist to note any problems with the apartment/house, make sure the landlord signs it too, and keep a copy.

- Always pay your rent on time even if your landlord does not charge late fees, and get a receipt for each payment.

- Make any important communications with your landlord in writing, send it certified mail return receipt requested, and keep a copy for yourself.

- Never stop paying your rent without the advice of an attorney.

- Do not ignore papers given to you or sent to you by the court.

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)

Sample Letter B (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:(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 and property be inspected. I will also pursue my other legal remedies. I hope we can resolve this problem.

Sincerely,

_____ (your signature)

Sample Letter C (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: _____ . 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)

LANDLORD-TENANT CHECKLIST

General Condition of Rental Unit and Premises

Street Address _____

Unit Number _____ **City** _____

	Condition on	Condition on	Estimated cost of
LIVING ROOM	Arrival	Departure	Repair/Replacement
Drapes & Window Coverings			
Fireplace			
Floors & Floor Covering			
Front Door & Locks			
Light Fixtures			
Walls & Ceilings			
Windows, Screens & Doors			
Other			
Other			

KITCHEN

Cabinets			
Counters			
Dishwasher			
Floor & Floor Coverings			
Garbage Disposal			
Light Fixtures			
Refrigerator			
Sink & Plumbing			
Stove/Oven			
Walls & Ceilings			
Windows, Screens & Doors			
Other			
Other			

DINING ROOM

Floors & Floor Coverings			
Light Fixtures			
Walls & Ceilings			
Windows, Screens & Doors			

Other			
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Condition on Condition on Estimated cost of
Arrival Departure Repair/Replacement

BATHROOM(S) Bath 1 Bath 2 Bath 1 Bath 2

Bathub/Shower					
Floors & Floor Covering					
Light Fixtures					
Sink & Counters					
Toilet					
Walls & Ceilings					
Windows, Screens & Doors					
Other					
Other					

BEDROOM(S) Bd 1 Bd 2 Bd 3 Bd 1 Bd 2 Bd 3

Floor & Floor Coverings						
Light Fixtures						
Walls & Ceilings						
Windows, Screens, & Doors						
Other						
Other						
Other						
Other						

OTHER AREAS

Air Conditioning			
Basement			
Heating System			
Lawn/Garden			
Parking Area			
Patio, Terrace, Deck, etc.			
Stairs and Hallway			
Other			
Other			
Other			
Other			
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.

OTHER AREAS

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair/Replacement
Bookcases			
Desks			
Pictures			
Other			
Other			

Use this space to provide any additional explanation:

Landlord-Tenant Checklist completed on moving in on _____, and approved by:

 and

Landlord/Manager
 Tenant
 Tenant

Send mail to MKAMMERER@LEGALAIDOFNEBRASKA.COM with questions or comments about this web site.
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