



WHAT RENTERS IN LINCOLN NEED TO KNOW ABOUT:

- Leases
- Moving In & Out
- Maintenance Requests & Repairs
- Fair Housing Basics
- Eviction & Types of Notices
- Renters Resources

ALL ABOUT LEASES



What is a lease? A lease is a contract between a tenant and landlord to rent a unit for a certain amount of time, such as one year, six months, month-to-month, etc. This is legally binding and can be either written or unwritten, such as a verbal agreement between a tenant and landlord.

For unwritten leases: the price is the fair rental value. Unless a different term is set, it's month-to-month. Vouchers and other forms of rental assistance require written leases and do not apply to unwritten leases.

A lease cannot: allow your landlord to do things that are illegal, such as evict you without an eviction filing/hearing/judgment OR require you to pay landlord attorney fees in your lease in case your landlord decides to file for eviction.

Look to your lease for information on:

- **Amenities**, such as utilities and services that your landlord or property manager provides (e.g., mowing the lawn, laundry room, recycling, etc.).
- **Deposits** - A security deposit is often required in addition to the first month's rent and covers any repairs or cleaning that may be required after you move out. This cannot be more than 1 month's rent, and landlords must return it within 14 days after you move out, minus any deductions for cleaning and repairs. Sometimes, a landlord will require a pet deposit if you have pets, which is in addition to the security deposit.
- **Electronic Notices** - Your landlord may ask you whether you consent to receive notices electronically, such as email. You are not required to consent, and you may withdraw your consent for electronic notices at any time.

Look to your lease for information on (continued):

- **Fees & Penalties** for breaking your lease early and breaking rules.
- **Maintenance** - who makes repairs & how to request them.
- **Rent** - how much, when it's due, late fees, how to pay, and when your landlord can increase your rent.
- **Tenant Responsibilities**, such as setting up and paying for utilities (e.g., gas, electricity, internet, etc.).

You have the right to negotiate your lease!

- You have the right to negotiate before signing a lease or making an unwritten lease agreement. For example, you could ask for the rent to be lowered, the lease term to be longer or shorter (e.g., 6 months vs 1 year), or to include certain utilities in your rent, like electricity or gas. The landlord may not agree, but you do have the right to ask.

Ending a Lease:

- You will need to give a 30-day notice in writing, unless your lease requires your notice to be greater (e.g., a 45-day or 60-day notice).
- If you end your lease prematurely (e.g., 30 days prior to the first day of the month), you may have to pay a fee, which should be listed in your lease agreement.
- If your lease term has ended and you remain living in the unit and your landlord accepts rent without signing a new lease, your lease automatically becomes a month-to-month lease, which will renew each month unless you or your landlord gives proper notice to end it.

**DID YOU
KNOW?**

- Selling a property is not a valid legal reason that allows a landlord to end a lease early.

MOVING IN & OUT



Check List: Before you sign your lease, walk through the unit you will be renting and common spaces with your landlord or property manager. Record any damages that are present, including but not limited to:

- Broken or torn blinds
- Broken laundry machine or dryer
- Cracked windows
- Damaged doors and doorframes
- Faulty faucets, light fixtures, etc.
- Holes, dents and marks on walls
- Insect and pest infestations
- Stained and scratched carpets
- Scratched and dented floors
- Water damage on the ceiling, walls, cabinets, floors, etc.

Take photos or videos of your unit and any shared amenities (e.g., laundry room) and send them in writing (e.g., email or text) to your landlord or property manager so that you both have a copy and so you won't be charged for these damages when you move out.

When moving out, complete this process again so that you have the condition of your unit documented in writing in case your landlord tries to charge you for irrelevant damages.

Security Deposit: Landlords are obligated to return your security deposit within 14 days after you move out, minus any deductions for cleaning and repairs, but they still may not return it unless you ask. Be sure to ask to have it returned and share your new mailing address for them to mail you a check.



MAINTENANCE REQUESTS & REPAIRS

If your request is not addressed within a reasonable amount of time, you can call Lincoln Building and Safety at (402) 441-7785. Essential services (i.e., heat, water, hot water, and electricity) must be repaired within 48 hours. A “reasonable amount of time” is subjective for nonessential services, such as air conditioning. After you call, an inspector will visit your home and determine if there are code violations, and if they find a code violation, your landlord or property manager will be notified and given a deadline to repair the code violation, which is usually sent as a letter.

Do not withhold rent! If your maintenance request is ignored, improperly repaired, etc., you are still not protected by the law to withhold your rent from your landlord until that repair is made. **Do not withhold your rent or you may face eviction for nonpayment of rent.**

14/30 Notice: If your landlord does not repair your maintenance request, you are able to file a 14/30 notice. What this means is that you give your landlord an ultimatum: if your landlord doesn't fix the problem in 14 days, you will move out in 30 days, and your lease ends. For the notice, you will need to provide 1) how the landlord breached your lease (e.g., failure to maintain a working sink or toilet), 2) the date you are serving the notice, and 3) a statement that the lease will terminate on a date 30 days from the date of notice, unless the landlord fixes the problem within 14 days of the notice. Know that your landlord is also able to file a 14/30 notice if you violate the lease. If your landlord doesn't fix the problem within 14 days, it's expected that you move out and need to find other housing after the 30 days.

Inspections: Buildings with 3 or more dwelling units are licensed under the City of Lincoln Apartment Licensing Ordinance and are subject to annual inspections of the exterior of the building and common areas. Single-unit rentals and duplexes are not subject to these annual inspections. Inspections of the interior of dwelling units are done on a complaint basis.

Minimum Housing Codes: Landlords are required by the City of Lincoln Housing Code and Nebraska Landlord-Tenant Act to comply with minimum housing codes relating to health and safety. Landlords are required to 1) maintain a fit and habitable condition for their buildings, 2) keep the common areas safe and clean, and 3) make sure that provided facilities, such as heating, plumbing, and elevators, are in working order. Landlords are not required by law to provide certain services, such as air conditioning, which impacts tenants' abilities to advocate for repairs to such services. For more information, see the Lincoln Minimum Housing Code under Chapter 21 of the Lincoln Municipal Code at www.lincoln.ne.gov using the keyword "code" in the search bar.

Tenant Responsibilities: Tenants are also required to maintain their units to comply with minimum housing codes. For example, they must dispose of garbage and use their provided facilities in a reasonable manner, such as plumbing, electrical, and heating. Tenants can look to their lease for additional responsibilities, such as replacing light bulbs and coordinating recycling services.

How to Make a Maintenance Request: Look to your lease to see how your landlord likes requests to be made (e.g., phone call, email, text, online form, etc.) and submit your maintenance request accordingly. Make sure you also have this request in writing, such as an email, text, or letter. If your request is not addressed promptly, follow up with your landlord again and also have a copy in writing.



FAIR HOUSING BASICS

Housing discrimination can be done by either a housing provider that you currently rent from or one that you are trying to rent from.

What's protected from discrimination: It is illegal for housing providers to discriminate against someone based on their race, color, national origin, religion, sex, disability, familial status, sexual orientation, gender identity or source of income.

Source-of-income discrimination is the practice of refusing to rent to a prospective tenant because of their lawful source of income, such as Social Security, disability, and veteran benefits; child support payments; Section 8 or housing choice vouchers, other monetary or cash assistance from the government or nonprofits; or hourly wages.

What's not protected from discrimination: It is legal for housing providers (landlords, property managers, etc.) to discriminate against someone because of their criminal record, eviction record, or credit.

Risk of retaliation: Legally, a landlord or property manager cannot retaliate against you if you complain of a housing code violation or housing discrimination. Unfortunately, this still happens. If you'd like advice before calling Building & Safety or taking other action, Community Action Partnership of Lancaster and Saunders Counties has a Tenant Support Specialist who can help walk you through this process, and you can call them at (402) 875-9353. If you're facing retaliation, please seek assistance from service providers listed under the Renters Resources section.

EVICTION & TYPES OF NOTICE



What's an eviction? An eviction is a legal process through which the landlord removes a tenant from a property that the tenant is renting. Landlords are permitted to start the eviction process only when the tenant does not comply with their lease. Landlords must give notice of the problem or lease violation before starting the eviction process, such as a 7-day notice, 5-day notice, 14/30 day notice, or 30-day notice.

5-Day Notice: A landlord can give a tenant a 5-day notice to vacate if the tenant or a guest of the tenant engages in criminal activity on the premises or engages in activity that threatens the health or safety of the landlord or other tenants. This doesn't apply when:

1. The tenant was not the one to commit the activity, and
2. either seeks a protection order or similar relief against the person who committed the activity and/or reports the activity immediately to law enforcement.

7-Day Notice: A landlord can give a tenant a 7-day notice when the tenant is behind on rent. This does not mean that the tenant has to move in 7 days - it means that the tenant has to pay their rent within 7 days or else the landlord will start the eviction process.

- If the tenant pays rent in full, including late fees, the landlord must accept it and can no longer evict the tenant for nonpayment of rent.
- If the tenant offers to pay their rent partially or in full after the 7th day, the landlord can deny payment and start the eviction process.

7-Day Notice, continued:

- If the landlord accepts partial payment of rent at any time before the court hearing, the landlord cannot proceed with the eviction process, and a new 7-day notice must be issued for the updated amount, which may include late fees.

14/30 Notice: Tenants or landlords can file a 14/30 notice when either party is in violation of the lease agreement, such as failure to maintain the safety and health of the rental unit as agreed upon in the lease. What this means is that if the landlord or tenant does not fix the lease violation within 14 days of the notice, the tenant will need to move out in 30 days. If the landlord gives the tenant two of these notices for the same issue within 6 months, the landlord can issue a notice for the tenant to move out in 14 days.

30-Day Notice: A 30-day notice ends a month-to-month lease. Either the tenant or the landlord may give a 30-day notice, which means 30-days before the rental due date. Neither the landlord nor the tenant is required by law to give a reason to end the lease with a 30-day notice. This is not an eviction.

Self-help Eviction: Self-help evictions are illegal and take place outside of the legal eviction processes described above. They include when a landlord physically throws the tenant out, changes the locks, and puts the tenant's property on the curb.

Eviction Filing vs Writ of Restitution: An eviction filing initiates a hearing to determine whether the landlord can lawfully evict their tenant(s). A Writ of Restitution is a decision by a judge that the landlord can lawfully evict their tenant, and it initiates a constable or sheriff to go to the unit within 10 days, though typically within 48 hours, to ensure that all the tenants being evicted vacate the premises.

RENTERS RESOURCES



City of Lincoln Building & Safety Department

- The Building & Safety Department's mission is to promote the quality of life for Lincoln's residents through fire, housing, and building code enforcement. If your landlord is not maintaining the health and safety of your home, you can report a code violation and ask for an inspector to visit your home. The inspector will determine whether there is a code violation, and if so, they will give your landlord a deadline to repair the code violation. See more under our Maintenance Requests & Repairs section.
- To report a code violation, call 402-441-7785.
- Website: www.lincolnne.gov/City/Departments/Building-Safety

Community Action Partnership of Lancaster & Saunders Counties

- Community Action Partnership of Lancaster & Saunders Counties' Tenant Support Services Program provides short-term case management, education, mediation, and advocacy for landlords and tenants with the aim of eviction prevention in Nebraska.
- Call 402-875-9353 to connect with their Tenant Support Specialist or visit www.communityactionatwork.org

Lincoln Commission on Human Rights

- The Lincoln Commission on Human Rights investigates discrimination in housing, employment, and public accommodations based on race, color, sex (gender), religion, national origin, age, disability, marital status, familial status, source of income, or retaliation.
- Call 402-441-7624 to report discrimination.
- Website: www.lincoln.ne.gov/City/Departments/City-Attorneys-Office/LCHR

Legal Aid of Nebraska

- Legal Aid of Nebraska provides information, referrals, advice, self-help services, limited assistance and representation to qualifying low-income individuals.
- **Statewide Hotline: 1-877-250-2016**
- **Website: www.legalaidofnebraska.org**
- **Hours: Monday & Wednesday: 8:30 - 11:30 AM, Tuesday & Thursday: 1 - 3 PM**
- **If you're facing eviction, please call 1-844-268-5627 as soon as possible.**

Tenant Assistance Project (TAP)

- TAP provides free legal services to unrepresented low-income tenants facing eviction at the Lancaster County Courthouse.
- If you're facing eviction, first call Legal Aid of Nebraska at 1-844-268-5627. If you don't qualify for Legal Aid assistance or you don't have time to call, plan to arrive at your eviction hearing at least 30 minutes early, where volunteer lawyers from TAP will be at the courthouse, ready to provide free legal services. You must attend your scheduled hearing or else your landlord will win, and you will be evicted.
- For more information on TAP and how to prepare for your eviction hearing, visit www.lincoln.ne.gov using the keywords "tenant assistance project" in the search bar.

All Doors Lead Home

- All Doors Lead Home is a coordinated entry system and is the City of Lincoln's approach to organizing and providing housing services to prevent homelessness and for people experiencing homelessness. A network of service providers uses this entry system to connect folks seeking housing assistance with relevant resources and services.
- To get connected with a housing service provider, visit www.lincoln.ne.gov using the keywords "housing and utilities assistance" in the search bar.



WE KNOW OUR RENTERS RIGHTS CAN & SHOULD BE STRONGER WANT TO HELP CHANGE THAT?

Lincoln for Fair Housing is a coalition of local residents and community organizations dedicated to ensuring fair housing opportunities for all Lincolniters.

Members include Nebraska Appleseed, Civic Nebraska, YWCA Lincoln, Nebraskans for Peace, League of Women Voters of Lincoln-Lancaster County, Asian Community & Cultural Center, Clinton Neighborhood Organization, and many more!

Get involved at www.FairHousingLNK.org

Note: The purpose of this guide is to inform you of renters' rights & responsibilities. This guide does not provide legal advice or answers.



**LINCOLN FOR
FAIR HOUSING**

