

Norfolk Insider

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“The Landlord – Tenant Act”

In 1974 the Nebraska Legislature passed the Uniform Residential Landlord and Tenant Act. This law governs oral and written agreements for residential property and restricts what may be included in a lease. It also defines minimum duties of landlords and tenants.

The Act does not apply to living arrangements such as occupancy of an institution, a fraternity or sorority, condominium units, premises used primarily for agricultural purposes and temporary occupancy in a hotel or motel. There is also a separate landlord-tenant act relating to mobile homes.

What is a lease? A lease is a contract between a landlord and a tenant in which the parties agree on terms for



renting property. Once the parties enter into a lease, they are usually legally bound by its terms and provisions as long as these terms are not contrary to the landlord-tenant law.

Rental agreements are sometimes oral rather than written, particularly for situations like the month-to-month rental of an apartment. While an oral lease may be legally binding it is better to have it in writing so both parties' obligations are clearly spelled out and misunderstandings are avoided.

What should be included in the lease? The lease should include: the address of the property being rented;

the name and address of the landlord; the amount of rent; the amount and nature of any deposits required; the date rent is to be paid each month; the term of the lease (for example- some leases obligate the tenant to rent the property for six months or for a full year while other leases specify a month-to-month tenancy); and the notification requirements for ending the lease.

The lease should state who is responsible for paying the various utility bills and may spell out each party's responsibility for caring for the premises. Some leases also state the names or the number of people who may live in the house or apartment.

Many landlords choose to use a form or pre-printed lease agreement. Like any legal document, such an agreement should be reviewed carefully to make certain all relevant provisions are included and that both parties understand what is being agreed upon. Do not sign a lease with blank spaces and do not rely on promised made by one party but not included in the lease.

What cannot be included in a lease? Leases sometimes include clauses which are not legally enforceable (for example-provisions allowing the landlord to take possession of the tenant's property or to lock the tenant out if the tenant fails to pay the rent on time.) The fact they are in the lease does not make them legal. In addition, both landlords and tenants may have other rights and obligations not spelled out in the lease. The fact they are not in the lease does not take those rights away.

Some provisions that are prohibited in a lease include: agreements to pay attorney fees; waivers of any rights or remedies under the Landlord and Tenant Act; confessions of judgment on claims from the rental agreement; and limits on liability for the landlord's negligence.

If you have a question about the provisions of a lease, talk to your attorney before you sign it. If a landlord uses provisions that he/she knows to be prohibited, the tenant may be able to recover actual damages and attorney fees.

This information is provided courtesy of the City of Norfolk Housing Division and the Nebraska State Bar Association. For more information go to <http://www.nebar.com>.