

Norfolk Insider

City of Norfolk, NE

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“The Rights of the Landlord and the Tenant”

What are the landlord’s rights? An owner of residential property may rent it on almost any terms and for such legal uses as he or she desires, subject to the restrictions in the landlord-tenant act. If the owner sells the premises the new owner is bound by the existing lease.



The landlord has the right to: receive rent and collect damages for misuse or negligent destruction of the property including damages in excess of the tenant’s deposit; charge whatever rent the landlord desires (unless your community has rent control laws which Norfolk does not have); establish terms and conditions governing the tenant’s conduct.

Rules must be applied to all tenants in a fair manner and notice of those rules must be given to the tenant at the time the lease is signed. Rules adopted after the tenant signs the

lease are enforceable if notice is given to the tenant and if the rule does not substantially change the rental agreement. Rules must promote the appearance, convenience or safety of the property or the welfare of the tenants, preserve the property from abuse, or make a fair distribution of services and facilities for tenants. The landlord’s right to establish such rules does not give him or her the right to discriminate against prospective tenants on the basis of such factors as race, religion, or national origin.

What are the tenant’s rights? The tenant may possess the rental property until the lease expires as long as he or she performs all legal obligations. The tenant may use the property in any lawful way subject to the restrictions in the lease.

The tenant must be given, in writing, the name and address of the property owner and the name and address of any person authorized to manage the premises. This information must be kept current to reflect any changes.

Can the tenant sub-let the property? Unless prohibited by the lease, the tenant may sub-lease residential property; however, leases often prohibit sub-leasing or require the landlord’s consent to do so. Sub-leasing can cause problems because the original tenant then becomes both a landlord and a tenant. The original tenant must fulfill his or her obligations under the original lease agreement even if the property has been sub-let.

When can the landlord enter the property? The landlord may enter a rental dwelling to inspect the premises, make repairs, supply services or exhibit the property to workers, prospective tenants or purchases. In such instances, the landlord should give the tenant at least one day's notice that he or she intends to enter and should enter only at reasonable times. The landlord may enter without the tenant's consent only if there is an emergency or if the tenant has abandoned the premises. The lease may require tenants who intend to be away from their apartment for a period of more than seven days to notify the landlord of the absence so the landlord does not assume the property has been abandoned.

This information is provided courtesy of the City of Norfolk Housing Division and the Nebraska State Bar Association. For more information go to www.nebar.com or call the Norfolk Housing Agency at 402-844-2080. To sign up for Norfolk Housing Division email news go to ci.norfolk.us and click on "Subscribe to City e-Newsletter".