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“The Duties of the Landlord and the Tenant”

This is the third in a series of informational articles about the Uniform Residential Landlord and Tenant Act passed by the Nebraska Legislature in 1974. The information below is published with permission from the Nebraska State Bar Association.



Who must maintain the property? The Nebraska Landlord-Tenant Act requires landlords to comply with the community's minimum housing codes concerning health and safety. If repairs cannot be negotiated between the landlord and tenant, violations of the housing codes should be reported directly to the local housing office.

If the community does not have a housing code, the law imposes certain minimum responsibilities on the landlord. He or she must make all repairs to keep the premises in a fit and habitable condition; keep the common areas clean and safe; maintain whatever

facilities are supplied, such as the furnace, plumbing and elevators; provide garbage cans; supply reasonable heat; and provide hot and cold running water. A landlord and tenant can, under some circumstances, enter into a written contract providing for the tenant to take care of some of these duties provided the tenant receives some benefit for doing so. Without such a contract, the landlord is responsible.

The tenant must comply with all community housing codes. He or she must keep the dwelling unit as clean and safe as conditions permit, dispose of garbage in a clean and safe manner, and keep the plumbing and cooling facilities in a reasonable manner.

The tenant may not deliberately or negligently destroy, damage or remove any part of the premises. The property must be left in as clean a condition, excepting ordinary wear and tear, as it was when the tenancy began. If the tenant independently does repairs, painting or fixing up, he or she usually has no legal claim for reimbursement from the landlord. Finally, tenants and guests must conduct themselves in a manner which will not disturb their neighbors.

May the landlord shut off services? A landlord may not interrupt electric, gas, water or other essential services to the tenant nor may he or she attempt to recover possession of a dwelling unit by interrupting such services.

A landlord may not take retaliatory action such as increasing rent or decreasing services if a tenant complains to a government agency about the condition of the premises or organizes or participates in a tenant's group.