

# Norfolk Insider

City of Norfolk, NE

[www.ci.norfolk.ne.us](http://www.ci.norfolk.ne.us)

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## “FAQ: Your Rights as a Renter Or as a Landlord”

(This information is provided courtesy of the Nebraska State Bar Association to better inform citizens of fair housing issues. For more information see [www.nebar.com](http://www.nebar.com).)

**Can the landlord require a deposit?** The landlord may require the tenant to pay as much as one month’s rent as a security deposit, and as much as one-quarter of one month’s rent as a pet deposit. For example if the rent is \$200 per month the deposit required cannot exceed \$200 plus \$50 if the tenant has a pet.

When the lease ends, the landlord may apply the deposit to unpaid rent and to any damage done to the property. This may include the costs of cleaning the apartment or rental property but it is not intended to cover normal wear and tear.

Upon demand, the tenant has a right to receive within 14 days the balance of the deposit and an itemization of any costs paid out of that deposit. (It is best to put the request in writing.) The tenant should give the landlord a forwarding address so the deposit may be refunded.



Many disputes over deposit refunds could be avoided if the tenant would make a list - preferably before moving in or immediately after moving in - of any existing defects or damage in the apartment or rental property. The list should be dated and if possible signed by the tenant and the landlord indicating both parties agree on what damage already existed. Both parties should keep a copy of the list. It is also recommended to make a similar list upon moving out to help in settling disputes. Disputes over deposit refunds often must be resolved in small claims court if the parties cannot agree.

**When is rent payable?** Rent is payable at the time designated in the lease. The landlord does not need to give any demand or notice for the rent to be paid. If there is no written lease the rent is due at the beginning of the term. If the term is longer than one month rent is payable in equal monthly installments at the beginning of the month.

**May the landlord lock out a tenant if the rent is not paid?** If the rent is not paid on time the landlord must follow certain notice requirements as spelled out in the Landlord-Tenant Act. The landlord must demand in writing that the rent be paid within three days and that if is not paid the rental agreement will be terminated. If the tenant pays within the three days, the landlord may not end the rental agreement.

If the rent is not paid after three days, the landlord may terminate the rental agreement. If the tenant refuses to leave voluntarily the landlord must file suit to have the tenant evicted. The landlord may not lock out a tenant who

has not paid rent and may not take possession of the tenant's property or remove the tenant's belongings. A court order of eviction is required before a tenant can be forced to move.

**Can a landlord raise the rent?** If the landlord and tenant have a written lease specifying the amount of rent the rent cannot be raised during the term of the lease. In a month-to-month lease, oral or written, the landlord cannot raise the rent without giving the tenant 30 day notice that the rent will be raised on or before a rental payment date beginning at the next rental payment date or later. For example, if the landlord wishes to raise the rent effective October 1 notice must be given to the tenant on or before September 1.

A provision in the lease allowing the landlord to raise the rent without notice, or with less than 30 days' notice would be an example of a clause which is unenforceable under the law even if the tenant agreed to it at the time the lease was signed.

There is no limit under state law on the amount of rent a landlord may charge or the number of times it can be raised provided proper notice is given; however, if the landlord makes frequent, unreasonable increases in the rent the tenant may wish to consult a lawyer to see if there is any legal remedies available.

**When may rent be withheld?** There are very few circumstances in which a tenant is legally justified in The law provides that if the landlord fails to provide essential services such as reasonable heat or running water, the tenant may give written notice to the landlord of the condition and may arrange for reasonable amounts of these services and deduct their actual cost from the rent. The tenant may also be entitled to reduced rent during the time these services are not provided or may find other housing and be excused from paying rent during the time alternate housing was necessary. There are other situations such as damage by fire or other casualty in which rent may be reduced or the lease terminated.