

Norfolk Insider

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“Requirements for Ending a Lease”

The City of Norfolk Housing Division fields many calls about housing issues. Common questions posed to staff concern ending a lease. The following are examples of lease questions followed by answers provided by the Nebraska State Bar Association.

Is notice required to end a lease? A month-to-month lease may be terminated by either party giving written notice to the other at least 30 days prior to a rental payment date. The lease would then end on the designated rental payment date.

For example: If you rent an apartment on a month-to-month basis, paying rent on the first day of each month, and you wish to move out on October 1, you must give notice on or before September 1. You may not give notice on September 15 that you intend to move on October 15. If you gave notice on September 15, the first day you could move out without penalty would be November 1.



Likewise, if the landlord wants you to move out on October 1, he or she must give you notice on or before September 1. Unless the lease states a definite term, a lease is week-to-week in the case of a roomer paying weekly rent, and in all other cases is month-to-month. However, not all leases with monthly payments are month-to-month leases. The lease may be for a set period of time, with special notice required to terminate.

If you have a lease with a fixed term, be sure to read it carefully for any special requirements to terminate the lease. In some cases, the lease will simply end after the six months or one year is up. If the lease does not provide for this, however (and

most do not), it will automatically convert to a month-to-month tenancy after the term is up. The notice requirements noted above (30 days prior to a rental payment date) would then take effect.

Can the lease be canceled before it expires? If one of the parties violates important conditions of the lease or of the landlord-tenant law, the lease may be terminated. The lease itself may state certain circumstances under which the tenancy will end.

If the tenant fails to pay the rent, the landlord may notify the tenant the lease will end if the rent is not paid within three days. If a tenant fails to comply with terms and conditions other than the payment of rent, he or she must be given 14 days in which to correct the offending behavior. Similarly, if the tenant believes the landlord is not fulfilling his or her duties under the lease or under the landlord-tenant act, the tenant must give the landlord notice of the problem and 14 days in which to correct it. In either case, the notice may state if the condition is not taken care of within 14 days, the lease will end in not less than 30 days.

In the case of serious violations (such as shutting off utilities or essential services) or repeated violations, either party may choose to end the lease under the provisions of the law. Terminating a lease is a serious matter which may have financial consequences for both parties. Talk to your lawyer before deciding to proceed.

Depending upon the circumstances and the reasons the lease was terminated, either the landlord or the tenant may be able to recover damages and attorney fees as a result of the termination.

Does notice have to be in writing? In most cases, yes. For example, a notice that rent is past due or that certain repairs are required must be in writing. Notices to terminate the tenancy must be in writing. In some situations, the landlord-tenant law states that "written or actual" notice must be given. In other cases, the law states only that one party must give the other "notice" before entering the premises (for example, the law says the landlord must give "one day's notice" to the tenant).

To be on the safe side, and to prevent misunderstandings, it is generally best to put in writing all notices between the landlord and the tenant and to date the notice and keep a copy. For specific situations, you may wish to consult the landlord-tenant law.

For more information about ending a lease, contact the Nebraska State Bar Association at 402-475-7091 or the City of Norfolk Housing Division at 402-844-2080.