

Nebraska

Landlord - Tenant Laws Complete Guide



Nebraska Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Nebraska's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Nebraska.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 1x monthly rent

Legal Statute:

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of one-fourth of one month's periodic rent may be demanded or received when appropriate, but this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act. However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

(5) The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

Neb. Rev. Stat. §§ 76-1416

Laws 1974, LB 293, § 16; Laws 1999, LB 105, § 99; Laws 2001, LB 7, § 12; Laws 2019, LB 433, § 1; Laws 2021, LB 532, § 7.

Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Security Deposit Interest:

What This Means: No statute

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: 25% of 1 month's rent maximum pet deposit

Legal Statute:

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of one-fourth of one month's periodic rent may be demanded or received when appropriate, but

this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act. However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

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Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Deadline for Returning Security Deposit:

What This Means: 14 days

Legal Statute:



<https://www.RocketRent.com>

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of one-fourth of one month's periodic rent may be demanded or received when appropriate, but this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act. However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

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Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Permitted Uses of the Deposit:



<https://www.RocketRent.com>

What This Means: No specific statute, but usually it can be used for owed rent, and damages beyond regular wear and tear.

Legal Statute:

No content available

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of one-fourth of one month's periodic rent may be demanded or received when appropriate, but this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act. However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

(5) The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

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Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of one-fourth of one month's periodic rent may be demanded or received when appropriate, but this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act.

However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

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Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Failure to Comply:

What This Means: If the landlord fails to comply, the tenant may recover the property, money owed, and court costs + attorney fees.

Legal Statute:

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of

one-fourth of one month's periodic rent may be demanded or received when appropriate, but this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act. However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

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Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: At the beginning of the month or term if less than a month unless otherwise stated in the rental agreement.

Legal Statute:

(1) The landlord and tenant may include in a rental agreement terms and conditions not prohibited by the Uniform Residential Landlord and Tenant Act or other rule of law including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(2) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(3) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

(4) Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a roomer who pays weekly rent, and in all other cases month to month.

(5) Upon request by a landlord, the tenant may provide and routinely update the name and contact information of a person who is authorized by the tenant to enter the tenant's dwelling unit to retrieve and store the tenant's personal property if the tenant dies. Upon the death of a tenant, the landlord shall make a reasonable attempt to contact the authorized person, if any, within ten days after the death. The authorized person shall have twenty days after being contacted by the landlord to notify the landlord that he or she will claim the tenant's property, and he or she will then have twenty days after such notification to remove the tenant's personal property from the dwelling unit or obtain the personal property from where it is being stored. Upon presentation of a valid government-issued identification confirming the identity of the authorized person, the landlord shall grant the authorized person reasonable access to the rented dwelling unit or to where the personal property is being stored if not in the dwelling unit. If the tenant's personal property is not entirely removed from the dwelling unit by an authorized person, the landlord may dispose of the remaining property as prescribed in the Disposition of Personal Property Landlord and Tenant Act. If the landlord allows an authorized person to receive the tenant's personal property as provided by this subsection, the landlord has no further liability to the tenant, the tenant's estate, or the tenant's heirs for lost, damaged, or stolen personal property. If the landlord is unable to contact the authorized person at the address and

telephone number provided by the tenant or the authorized person fails to respond to the landlord's notification within twenty days after contact is made, the landlord may dispose of the tenant's personal property as prescribed in the Disposition of Personal Property Landlord and Tenant Act.

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No specific statute but it's common to give 30 day's notice.

Legal Statute:

No content available

Late Fees:

What This Means: No statute. However, it's common practice to state any late fees in the lease agreement.

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: May be applied to rent payment when tenancy terminates.

Legal Statute:

(1) A landlord may not demand or receive security, however denominated, in an amount or value in excess of one month's periodic rent, except that a pet deposit not in excess of one-fourth of one month's periodic rent may be demanded or received when appropriate, but this subsection shall not be applicable to housing agencies organized or existing under the Nebraska Housing Agency Act.

(2) Upon termination of the tenancy, property or money held by the landlord as prepaid rent and security may be applied to the payment of rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with the rental agreement or section 76-1421. The balance, if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after the date of termination of the tenancy. If no mailing address or instructions are provided by the tenant to the landlord, the landlord shall mail, by first-class mail, the balance of the security deposit to be returned, if any, and a written itemization of the amount of the security deposit not returned to the tenant's last-known mailing address. If the mailing is returned as undeliverable, or if the returned balance of the security deposit remains outstanding for one year, it shall be considered abandoned property to be reported and paid to the State Treasurer in accordance with the Uniform Disposition of Unclaimed Property Act.

(3) If the landlord fails to comply with subsection (2) of this section, the tenant may recover the property and money due him or her, court costs, and reasonable attorney's fees. In addition, if the landlord's failure to comply with subsection (2) of this section is willful and not in good faith, the tenant may recover an amount equal to one month's periodic rent or two times the amount of the security deposit, whichever is less, as liquidated damages.

(4) This section does not preclude the landlord or tenant from recovering other damages to which he or she may be entitled under the Uniform Residential Landlord and Tenant Act. However, a tenant shall not be liable for damages directly related to the tenant's removal from the premises by order of any governmental entity as a result of the premises not being fit for habitation due to the negligence or neglect of the landlord.

(5) The holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

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Amended by Laws 2021, LB 532, § 7, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 1, eff. 9/1/2019.

Returned Check Fees:

What This Means: \$10 + any handling fees.

Legal Statute:

(1) Whoever obtains property, services, child support credit, spousal support credit, or present value of any kind by issuing or passing a check, draft, assignment of funds, or similar signed order for the payment of money, knowing that he or she does not have sufficient funds in or credit with the drawee for the payment of the check, draft, assignment of funds, or order in full upon presentation, commits the offense of issuing a bad check. Issuing a bad check is: (a) A Class IIA felony if the amount of the check, draft, assignment of funds, or order is five thousand dollars or more; (b) A Class IV felony if the amount of the check, draft, assignment of funds, or order is one thousand five hundred dollars or more, but less than five thousand dollars; (c) A Class I misdemeanor if the amount of the check, draft, assignment of funds, or order is five hundred dollars or more, but less than one thousand five hundred dollars; and (d) A Class II misdemeanor if the amount of the check, draft, assignment of funds, or order is less than five hundred dollars.

(2) The aggregate amount of any series of checks, drafts, assignments, or orders issued or passed within a sixty-day period in one county may be used in determining the classification of the offense pursuant to subsection (1) of this section, except that checks, drafts, assignments, or orders may not be aggregated into more than one offense.

(3) For any second or subsequent offense under subdivision (1)(c) or (1)(d) of this section, any person so offending shall be guilty of a Class IV felony.

(4) Whoever otherwise issues or passes a check, draft, assignment of funds, or similar signed order for the payment of money, knowing that he or she does not have sufficient funds in or credit with the drawee for the payment of the check, draft, assignment of funds, or order in full upon its presentation, shall be guilty of a Class II misdemeanor.

(5) Any person in violation of this section who makes voluntary restitution to the injured party for the value of the check, draft, assignment of funds, or order shall also pay ten dollars to the injured party and any reasonable handling fee imposed on the injured party by a financial institution.

(6) In any prosecution for issuing a bad check, the person issuing the check, draft, assignment of funds, or order shall be presumed to have known that he or she did not have sufficient funds in or credit with the drawee for the payment of the check, draft, assignment of funds, or order in full upon presentation if, within thirty days after issuance of the check, draft, assignment of funds, or order, he or she was notified that the drawee refused payment for lack of funds and he

or she failed within ten days after such notice to make the check, draft, assignment of funds, or order good or, in the absence of such notice, he or she failed to make the check, draft, assignment of funds, or order good within ten days after notice that such check, draft, assignment of funds, or order has been returned to the depositor was sent to him or her by the county attorney or his or her deputy, by United States mail addressed to such person at his or her last-known address. Upon request of the depositor and the payment of ten dollars for each check, draft, assignment of funds, or order, the county attorney or his or her deputy shall be required to mail notice to the person issuing the check, draft, assignment of funds, or order as provided in this subsection. The ten-dollar payment shall be payable to the county treasurer and credited to the county general fund. No such payment shall be collected from any county office to which such a check, draft, assignment of funds, or order is issued in the course of the official duties of the office.

(7) Any person convicted of violating this section may, in addition to a fine or imprisonment, be ordered to make restitution to the party injured for the value of the check, draft, assignment of funds, or order and to pay ten dollars to the injured party and any reasonable handling fee imposed on the injured party by a financial institution. If the court, in addition to sentencing any person to imprisonment under this section, also enters an order of restitution, the time permitted to make such restitution shall not be concurrent with the sentence of imprisonment.

(8) The fact that restitution to the party injured has been made and that ten dollars and any reasonable handling fee imposed on the injured party by a financial institution have been paid to the injured party shall be a mitigating factor in the imposition of punishment for any violation of this section.

Neb. Rev. Stat. §§ 28-611

Laws 1977, LB 38, § 133; Laws 1978, LB 748, § 8; Laws 1983, LB 208, § 1; Laws 1985, LB 445, § 1; Laws 1987, LB 254, § 1; Laws 1992, LB 111, § 3; Laws 2009, LB 155, § 15; Laws 2015, LB 605, § 34; Laws 2019, LB 514, § 1.

Amended by Laws 2019, LB 514, § 1, eff. 9/1/2019. Amended by Laws 2015, LB 605, § 34, eff. 8/30/2015.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes. Tenant must give landlord notice of breach.

Legal Statute:

(1) If contrary to the rental agreement or section 76-1419 the landlord deliberately or negligently fails to supply running water, hot water, or heat, or essential services, the tenant may give written notice to the landlord specifying the breach and may: (a) Procure reasonable amounts of

hot water, running water, heat and essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; (b) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or (c) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance. In addition to the remedy provided in subdivisions (a) and (c), if the failure to supply is deliberate, the tenant may recover the actual and reasonable cost or fair and reasonable value of the substitute housing not in excess of an amount equal to the periodic rent, and in any case under this subsection reasonable attorney's fees.

(2) If the tenant proceeds under this section, he may not proceed under section 76-1425 as to that breach.

(3) The rights under this section do not arise until the tenant has given written notice to the landlord or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent. This section is not intended to cover circumstances beyond the landlord's control.

Neb. Rev. Stat. §§ 76-1427

Laws 1974, LB 293, § 27.

Tenant Allowed to Repair and Deduct Rent:

What This Means: No statute

Legal Statute:

No content available

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in the Uniform Residential Landlord and Tenant Act.

Neb. Rev. Stat. §§ 76-1436

Laws 1974, LB 293, § 36; Laws 2001, LB 7, § 19.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: It can't be stated in the lease, however, in some circumstances the landlord can recover fees.

Legal Statute:

(1) No rental agreement may provide that the tenant: (a) Agrees to waive or to forego rights or remedies under the Uniform Residential Landlord and Tenant Act; (b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; (c) Agrees to pay the landlord's or tenant's attorney's fees; or (d) Agrees to the exculpation or limitation of any liability of the landlord arising due to active and actionable negligence of the landlord or to indemnify the landlord for that liability arising due to active and actionable negligence or the costs connected therewith.

(2) A provision prohibited by subsection (1) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her and reasonable attorney's fees.

Neb. Rev. Stat. §§ 76-1415

Laws 1974, LB 293, § 15; Laws 2001, LB 7, § 11.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

(1) The remedies provided by the Uniform Residential Landlord and Tenant Act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.

(2) Any right or obligation declared by the Uniform Residential Landlord and Tenant Act is enforceable by action unless the provision declaring it specifies a different and limited effect.

Neb. Rev. Stat. §§ 76-1405

Laws 1974, LB 293, § 5; Laws 2001, LB 7, § 4.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No specific statute for fixed tenancies because they simply finishd on the end date.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 7-day notice

Legal Statute:

(1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(2) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.

(3) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover an amount not more than three months' periodic rent or threefold the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, subsection (4) of section 76-1414 applies.

Neb. Rev. Stat. §§ 76-1437

Laws 1974, LB 293, § 37.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 30-day notice

Legal Statute:

(1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(2) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.

(3) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover an amount not more than three months' periodic rent or threefold the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, subsection (4) of section 76-1414 applies.

Neb. Rev. Stat. §§ 76-1437

Laws 1974, LB 293, § 37.

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 7-day notice

Legal Statute:

(1) Except as provided in the Uniform Residential Landlord and Tenant Act, if there is a noncompliance with section 76-1421 materially affecting health and safety or a material noncompliance by the tenant with the rental agreement or any separate agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days, and the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least fourteen days' written notice specifying the breach and the date of termination of the rental agreement.

(2) If rent is unpaid when due and the tenant fails to pay rent within seven calendar days after written notice by the landlord of nonpayment and his or her intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.

(3) Except as provided in the Uniform Residential Landlord and Tenant Act, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or section 76-1421. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

(4) Notwithstanding subsections (1) and (2) of this section or section 25-21,221, and except as provided in subsection (5) of this section, a landlord may, after five days' written notice of termination of the rental agreement and without the right of the tenant to cure the default, file suit and have judgment against any tenant or occupant for recovery of possession of the premises if the tenant, occupant, member of the tenant's household, guest, or other person who is under the tenant's control or who is present upon the premises with the tenant's consent, engages in any violent criminal activity on the premises, the illegal sale of any controlled substance on the premises, or any other activity that threatens the health or safety of other tenants, the landlord, or the landlord's employees or agents. Such activity shall include, but not be limited to, any of the following activities of the tenant, occupant, member of the tenant's household, guest, or other person who is under the tenant's control or who is present upon the premises with the tenant's consent: (a) Physical assault or the threat of physical assault; (b) illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon; (c) possession of a controlled substance if the tenant knew or should have known of the possession, unless such controlled substance was obtained directly from or pursuant to a medical order issued by a practitioner legally authorized to prescribe while acting in the course of his or her professional practice; or (d) any other activity or threatened activity which would otherwise threaten the health or safety of any person or involving threatened, imminent, or actual damage to the property.

(5) (a) A landlord shall not take action under subsection (4) of this section if the violent criminal activity, illegal sale of any controlled substance, or other activity that threatens the health or

safety of other tenants, the landlord, or the landlord's employees or agents, as set forth in subsection (4) of this section, is conducted by a person on the premises other than the tenant or a household member and the tenant or household member takes at least one of the following measures: (i) The tenant or household member seeks a protective order, restraining order, or other similar relief which would apply to the person conducting such activity;

(ii) The tenant or household member reports such activity to a law enforcement agency in an effort to initiate a criminal action against the person conducting the activity; or

(iii) If the activity is an act of domestic violence, the tenant or household member receives certification of the activity from a qualified third party as set forth in the housing protection provisions of the federal Violence Against Women Reauthorization Act of 2013.

(b) This subsection shall not apply to a tenant who is a perpetrator of an act of domestic violence. If both the victim who takes measures under this subsection and perpetrator of an act of domestic violence are parties to a rental agreement, a landlord shall only take action under subsection (4) of this section against the perpetrator.

Additional Information:

- Statute Number: Neb. Rev. Stat. §§ 76-1431
- Amended: Laws 2021, LB 320, § 5, eff. 8/28/2021
- Amended: Laws 2019, LB 433, § 2, eff. 9/1/2019
- Amended: Laws 2016, LB 221, § 4, eff. 7/21/2016

Notice for Lease Violation:

What This Means: 30-day notice

Legal Statute:

(1) Except as provided in the Uniform Residential Landlord and Tenant Act, if there is a noncompliance with section 76-1421 materially affecting health and safety or a material noncompliance by the tenant with the rental agreement or any separate agreement, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days, and the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given

recurs within six months, the landlord may terminate the rental agreement upon at least fourteen days' written notice specifying the breach and the date of termination of the rental agreement.

(2) If rent is unpaid when due and the tenant fails to pay rent within seven calendar days after written notice by the landlord of nonpayment and his or her intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.

(3) Except as provided in the Uniform Residential Landlord and Tenant Act, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or section 76-1421. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

(4) Notwithstanding subsections (1) and (2) of this section or section 25-21,221, and except as provided in subsection (5) of this section, a landlord may, after five days' written notice of termination of the rental agreement and without the right of the tenant to cure the default, file suit and have judgment against any tenant or occupant for recovery of possession of the premises if the tenant, occupant, member of the tenant's household, guest, or other person who is under the tenant's control or who is present upon the premises with the tenant's consent, engages in any violent criminal activity on the premises, the illegal sale of any controlled substance on the premises, or any other activity that threatens the health or safety of other tenants, the landlord, or the landlord's employees or agents. Such activity shall include, but not be limited to, any of the following activities of the tenant, occupant, member of the tenant's household, guest, or other person who is under the tenant's control or who is present upon the premises with the tenant's consent: (a) Physical assault or the threat of physical assault; (b) illegal use of a firearm or other weapon or the threat of illegal use of a firearm or other weapon; (c) possession of a controlled substance if the tenant knew or should have known of the possession, unless such controlled substance was obtained directly from or pursuant to a medical order issued by a practitioner legally authorized to prescribe while acting in the course of his or her professional practice; or (d) any other activity or threatened activity which would otherwise threaten the health or safety of any person or involving threatened, imminent, or actual damage to the property.

(5) (a) A landlord shall not take action under subsection (4) of this section if the violent criminal activity, illegal sale of any controlled substance, or other activity that threatens the health or safety of other tenants, the landlord, or the landlord's employees or agents, as set forth in subsection (4) of this section, is conducted by a person on the premises other than the tenant or a household member and the tenant or household member takes at least one of the following measures: (i) The tenant or household member seeks a protective order, restraining order, or other similar relief which would apply to the person conducting such activity;

(ii) The tenant or household member reports such activity to a law enforcement agency in an effort to initiate a criminal action against the person conducting the activity; or

(iii) If the activity is an act of domestic violence, the tenant or household member receives certification of the activity from a qualified third party as set forth in the housing protection provisions of the federal Violence Against Women Reauthorization Act of 2013.

(b) This subsection shall not apply to a tenant who is a perpetrator of an act of domestic violence. If both the victim who takes measures under this subsection and perpetrator of an act of domestic violence are parties to a rental agreement, a landlord shall only take action under subsection (4) of this section against the perpetrator.

Neb. Rev. Stat. §§ 76-1431

Laws 1974, LB 293, § 31; Laws 2001, LB 7, § 18; Laws 2016, LB 221, § 4; Laws 2019, LB 433, § 2; Laws 2021, LB 320, § 5.

Amended by Laws 2021, LB 320, § 5, eff. 8/28/2021.

Amended by Laws 2019, LB 433, § 2, eff. 9/1/2019.

Amended by Laws 2016, LB 221, § 4, eff. 7/21/2016.

Required Notice before Entry:

What This Means: 24-hour notice

Legal Statute:

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(2) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall: (a) Give the tenant at least twenty-four hours' written notice of the landlord's intent to enter. Such notice shall be provided to each individual unit and include the intended purpose for entry and a reasonable period during which the landlord anticipates making entry; and (b) Enter only at reasonable times.

(4) The landlord has no other right of access except by court order, as permitted by subsection (2) of section 76-1432, or if the tenant has abandoned or surrendered the premises.

Neb. Rev. Stat. §§ 76-1423

Laws 1974, LB 293, § 23; Laws 2021, LB 320, § 4.

Amended by Laws 2021, LB 320, § 4, eff. 8/28/2021.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(2) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall: (a) Give the tenant at least twenty-four hours' written notice of the landlord's intent to enter. Such notice shall be provided to each individual unit and include the intended purpose for entry and a reasonable period during which the landlord anticipates making entry; and (b) Enter only at reasonable times.

(4) The landlord has no other right of access except by court order, as permitted by subsection (2) of section 76-1432, or if the tenant has abandoned or surrendered the premises.

Neb. Rev. Stat. §§ 76-1423

Laws 1974, LB 293, § 23; Laws 2021, LB 320, § 4.

Amended by Laws 2021, LB 320, § 4, eff. 8/28/2021.

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(2) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall: (a) Give the tenant at least twenty-four hours' written notice of the landlord's intent to enter. Such notice shall be provided to each individual unit and include the intended purpose for entry and a reasonable period during which the landlord anticipates making entry; and (b) Enter only at reasonable times.

(4) The landlord has no other right of access except by court order, as permitted by subsection (2) of section 76-1432, or if the tenant has abandoned or surrendered the premises.

Neb. Rev. Stat. §§ 76-1423

Laws 1974, LB 293, § 23; Laws 2021, LB 320, § 4.

Amended by Laws 2021, LB 320, § 4, eff. 8/28/2021.

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(2) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall: (a) Give the tenant at least twenty-four hours' written notice of the landlord's intent to enter. Such notice shall be provided to each individual unit and include the intended purpose for entry and a reasonable period during which the landlord anticipates making entry; and (b) Enter only at reasonable times.

(4) The landlord has no other right of access except by court order, as permitted by subsection (2) of section 76-1432, or if the tenant has abandoned or surrendered the premises.

Neb. Rev. Stat. §§ 76-1423

Laws 1974, LB 293, § 23; Laws 2021, LB 320, § 4.

Amended by Laws 2021, LB 320, § 4, eff. 8/28/2021.

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

(1) The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(2) The landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall:

(a) Give the tenant at least twenty-four hours' written notice of the landlord's intent to enter. Such notice shall be provided to each individual unit and include the intended purpose for entry and a reasonable period during which the landlord anticipates making entry; and

(b) Enter only at reasonable times.

(4) The landlord has no other right of access except by court order, as permitted by subsection (2) of section 76-1432, or if the tenant has abandoned or surrendered the premises.

Neb. Rev. Stat. §§ 76-1423

Laws 1974, LB 293, § 23; Laws 2021, LB 320, § 4.

Amended by Laws 2021, LB 320, § 4, eff. 8/28/2021.

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed

Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in the Uniform Residential Landlord and Tenant Act.

Neb. Rev. Stat. §§ 76-1436

Laws 1974, LB 293, § 36; Laws 2001, LB 7, § 19.

Utility Shut-offs Allowed:

What This Means: Not allowed

Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in the Uniform Residential Landlord and Tenant Act.

Neb. Rev. Stat. §§ 76-1436

Laws 1974, LB 293, § 36; Laws 2001, LB 7, § 19.

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Nebraska Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Nebraska.

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Links to Statutes

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- [Neb. Rev. Stat. §§ 76-1409](#) – Courts; jurisdiction
- [Neb. Rev. Stat. §§ 76-1414\(1\)](#) – Terms and conditions of rental agreement; death of tenant; removal of personal property; liability
- [Neb. Rev. Stat. §§ 76-1414\(3\)](#) – Terms and conditions of rental agreement; death of tenant; removal of personal property; liability
- [Neb. Rev. Stat. §§ 76-1415\(1\)\(c\)](#) – Prohibited provisions in rental agreements
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- [Neb. Rev. Stat. §§ 76-1427](#) – Wrongful failure to supply heat, water, hot water, or essential services

- [Neb. Rev. Stat. §§ 76-1431\(1\)](#) – Noncompliance; failure to pay rent; effect; violent criminal activity upon premises; landlord; powers; exceptions
- [Neb. Rev. Stat. §§ 76-1431\(2\)](#) – Noncompliance; failure to pay rent; effect; violent criminal activity upon premises; landlord; powers; exceptions
- [Neb. Rev. Stat. §§ 76-1432\(2\)](#) – Remedies for absence, nonuse, and abandonment
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