

Landlord And Tenant

How Do I Find An Apartment?

Are you living alone or with roommates? How much rent can you afford? Once these issues are decided, consider the following methods of finding an apartment.

The preferred method of finding a great apartment is by recommendations of friends. Moving into a friend's former apartment or moving into a building where you know the people insures that you will know what you are getting. If you don't know anyone in the building, introduce yourself to some of the tenants and find out if they like living there. Does the landlord make repairs? What do the utilities cost? How is the noise level? Is it a safe neighborhood? Are pets allowed?

Use the Internet. Student government (ASUN) maintains a list of available housing in Lincoln. The list is updated weekly. Go to www.unl.edu/asun, click on Commuter Student Services, Student Housing.

Check classified ads in the Lincoln Journal Star. Go to www.journalstar.com, click on classifieds, real estate, apartments. You can limit your search by specifying the number of bedrooms you want, the amount of rent you can pay, and other factors.

Drive around neighborhoods where you want to live and look for rental yard signs. Copy down the phone number and contact the landlord regarding specifics.

Gather information on the phone. Have your list of questions ready. How much is the rent? The deposit? How many bedrooms? Laundry? Storage? Off-street parking? Which utilities does the landlord pay? Are pets allowed? What is the term of the lease: One year, 6 months, month-to-month? If the information you obtain on the phone sounds good, set up an appointment to view the apartment.

What Do I Look For When Inspecting An Apartment?

You and your roommates arrive to look at the apartment you found in the classifieds. Here is a checklist of things to inspect:

- Does the neighborhood look safe? Talk to other tenants.
- Do all the appliances function properly? Turn them on to see if they work. Check everything including oven, burners, air conditioning,, dishwasher, clothes washer and dryer.
- How is the apartment heated, by gas or electricity? Where is the thermostat and who controls it?
- Is there evidence of a bug or rodent problem? Ask the Landlord about pest control.
- How are the laundry facilities?
- Are there good locks on the doors and windows?
- What about parking?
- Check out the bathroom and shower. Any signs of leaking?
- Check out the walls and carpets for damage.

Do I Have To Pay An Application Fee?

Some landlords require a prospective tenant to fill out an application and pay a fee prior to signing a lease. The landlord usually intends to run a check on your credit history or contact references, such as your previous landlord. Do not pay an application fee unless you are quite sure you want the apartment because it may be difficult to get the money back, even if the landlord rejects you as a tenant. The application fee is viewed as the cost of holding the apartment and not renting it to anyone else while the landlord checks to see if you will be a reliable tenant.

What If I Don't Like A Clause In The Lease?

Examine the lease before you sign. If possible, ask for a copy of the lease several days before you are to sign it. Read it carefully and mark in pencil any sections you don't understand or find objectionable. A Student Legal Services attorney will be happy to read over it with you. If a clause in a lease conflicts with any section of the Nebraska Residential Landlord and Tenant Act that clause may be unenforceable. You should ask the landlord to strike that clause. The Nebraska Residential Landlord and Tenant Act, §76-1401 to §76-1449, can be viewed online by going to <http://statutes.unicam.state.ne.us/default.asp> and searching for the key words you want to see.

How Should I Notify The Landlord Of Problems?

At the outset of the tenancy the landlord or person signing the lease on behalf of the landlord must disclose to you the name and address of the person authorized to manage the apartment and to receive notices.

Can The Landlord Make Me Agree to Mow The Lawn Or Shovel The Walks?

You may agree with the landlord that you perform some of the landlord's duties such as mowing the lawn or remodeling if (a) the agreement is set out in writing signed by the parties, (b) you are getting some benefit in return, and (c) the landlord is not trying to evade his or her obligations. [§76-1419\(2\)](#)

What If The Landlord Promises To Make Repairs Before I Move In?

If the landlord has made any verbal promises to you regarding the apartment, make sure those promises are written into the lease and initialed by both parties prior to signing the lease. For example, if the Landlord promises to paint the living room and kitchen before you move in, write the promise into the lease with a deadline for completion and have the landlord initial it. Always ask for a photocopy of any lease that you sign and put it with your business files where you can find it later.

How Much Deposit Do I Have To Pay?

If the Landlord requests a damage or security deposit, the amount of the deposit may not exceed one month's rent except that if pets are allowed, the landlord may require an additional pet deposit equal to one fourth of a month's rent.

I Just Paid A Huge Deposit. How Can I Make Sure I Get It Back?

Use An Apartment Inventory. Carefully examine the apartment before moving in using an apartment inventory to record any damages. It is your main tool in protecting your damage deposit. An inventory may consist of a list of items found in the apartment, such as carpet, walls, range, bathroom tub, etc. Each item has a blank beside it in which the landlord and you together note the condition of the particular item. The apartment inventory should be completed on move-in day. Both parties sign the inventory and keep a copy. If the landlord is unavailable on move-in day you should fill out the apartment inventory and mail the landlord a copy. When you move out, both parties may refer to the inventory to determine whether the damage was done by you or was already present when you moved in. (see **sample** apartment inventory)

Take Photos. It is a good idea to take photos on move -in day. The inventory and the photos will create a record of the condition of the apartment when you moved in and you can use them later if a dispute arises concerning the return of your damage deposit. The photos and inventory may even serve as evidence in court if you have to sue for your deposit. Put the inventory and photos in a file containing a signed copy of the lease.

I Just Arrived At My New Apartment On Move-In Day And It Is A Filthy Mess. What Can I Do?

The landlord must deliver possession of the apartment to you when the lease term begins in a clean and habitable condition. The condition of the apartment must comply with [§76-1419](#) in that it must be in good repair, the common areas must be clean and safe, facilities and appliances must be in good and safe working order, garbage receptacles and service must be provided and running water supplied including reasonable

amounts of hot water. The condition of the apartment must also meet the standards of the [Lincoln Housing Code](#) affecting health and safety. You can view the [Lincoln Minimum Housing Code Checklist](#). If you think you have health and safety violations call the Lincoln Housing Code Office at 441-7785 and ask that an inspector visit the apartment and examine it.

If the apartment is not ready for you to move in on the agreed date, you may either demand that the landlord do what needs to be done to meet the standards and comply with the lease or you may terminate the rental agreement upon at least five days written notice to the landlord. If you decide to terminate the lease, the landlord must return the first month's rent and the security deposit. In some cases the landlord's failure to have the apartment ready for you may result in a court awarding up to three months rent and attorney's fees to you. (See [§76-1418](#) & [§76-1426](#)). Consult an attorney.

Do I Need Renter's Insurance?

You may want to consider purchasing renter's insurance. It generally covers loss of property when something you own is stolen or destroyed by fire, water, theft or other casualty loss.

You can buy insurance that covers the loss of property based on the actual fair market value of the item at the time of the loss. The more expensive *replacement* insurance will cover the cost of actually replacing the item, which is usually more than its depreciated value. Some types of renter's insurance cover the cost of personal injury if you or your guests are injured on the rental property or if you negligently injure someone or damage their property.

Many tenants assume that the landlord has insurance that will cover their losses and they are often disappointed. Even if the reason your property was destroyed was the fault of the landlord, you may have to get involved in a lawsuit and prove negligence to recoup your loss. If the loss is covered by your own insurance, your insurance company issues a check to cover the loss and then proceeds against the responsible party, if it is feasible.

What About Privacy In My Apartment?

You must allow the landlord access to the apartment to inspect the premises, make repairs, or to show it to prospective tenants or buyers. Unless it is an emergency, like broken pipes flooding the apartment, the landlord must give you one day's notice and enter only at reasonable times.

If you refuse to allow the landlord reasonable access to the apartment, the landlord may go to court and obtain an order compelling you to allow access or the landlord may terminate the rental agreement. In either case, the landlord may be awarded attorney's fees in addition to actual damages suffered due to your refusal to allow access. ([§76-1423](#), [§76-1438](#))

If the landlord makes an unlawful entry or uses his right of access to harass you, you may get a court order to stop the landlord from abusing his right of access or you may terminate the rental agreement. If you have suffered damages as a result of the landlord's abuse of the right of access, a court may award you actual damages and reasonable attorney's fees.

Should I Have A Roommate Agreement?

A written roommate agreement may be helpful to resolve disagreements if a roommate is not meeting his or her responsibilities or has to move out before the end of a lease term. The agreement may help roommates thoroughly discuss their needs and responsibilities prior to signing a lease together.

Just remember that the roommate agreement is not binding on the landlord. Any of the roommates who may be left behind after a roommate moves out will still be responsible for the full rent and all utilities until

the end of the lease. To recover these expenses from your roommate you will need to sue the roommate in Small Claims Court.

What Should I Do If My Roommate Moves Out Before The Lease Is Over?

First, talk to the landlord about finding a replacement roommate. Remember that your lease agreement is a contract and you can negotiate new terms, if the landlord is willing to agree. If you know someone whom you want as a replacement roommate, get the landlord to agree to allow this new person to assume the responsibilities (pay the rent, etc.) and rights (deposit, etc.) of the roommate who moved out. Put it in writing! And get the landlord to sign it.

If you do not have a replacement roommate in mind, then try negotiating with the landlord to move to a smaller (cheaper) apartment that you can afford on your own, or with your remaining roommates.

If neither of these first two options will work for you, then you may need to consider breaking the lease. See the section at this site for information about what you need to do to give proper notice and what the law obligates you to pay – rent until the end of the lease term unless the apartment can be rented again; damages to the apartment beyond normal wear and tear; and the landlord’s expenses to rent the apartment.

What If My Roommate Stops Paying Rent Or Utilities?

If a roommate stops paying his or her share of the rent, you and the other roommates must pay for the slacker, or the landlord may evict you. Talk to the roommate and make them understand that the rent is the responsibility of each roommate and that if they do not pay their fair share as agreed, you might need to sue them in Small Claims Court. If the roommate continues to refuse to pay utilities or rent you may need to ask them to move out. You can try speaking with the landlord to see if the landlord is willing to help convince the non-paying roommate to leave.

How Should I Handle A “Problem” Roommate?

(For example, loud parties; friends visiting late at night; want them to move out; will not help with household chores.)

The old saw that an ounce of prevention is worth a pound of cure definitely holds true here. In other words, know as much about your roommates as possible before you rent an apartment with them. Talk over how and when bills will be paid, everyone’s study/class schedules, when it is appropriate to invite friends over and when it is not, private space for each roommate, cooking and kitchen responsibilities, and more. Put these items in your roommate agreement.

Sometimes, no matter what you do, you will still find a conflict with a roommate. First, try to talk with the roommate to work things out. Put suggestions in writing and have everyone sign it if it helps. If talking among yourselves does not work, try getting professionals involved. Call The Mediation Center (TMC) at 441-5740. Trained mediators can help you work things out. If you cannot resolve your differences by talking or mediating, then you might need to consider either you or the roommate moving to another place. Just remember that you have responsibilities to the landlord if you break the lease.

What If My Landlord Will Not Make Repairs?

Whenever you communicate with your landlord, you should always put things in writing, date the letter and keep a photocopy. You can call by telephone or speak with the landlord or manager in person, but always follow-up with a letter detailing the repairs that you requested be made and what the landlord or manager agreed to do. You can use **Sample Letter A** as your guide.

If the needed repairs materially affect your health and safety, you may want to give the landlord an ultimatum that he or she fix the condition within 14 days or you will terminate the rental agreement and

move out within 30 days. (See **Sample Letter B**). Circumstances allowing this action by the tenant include repairs materially affecting the tenant's health and safety or a material noncompliance with the rental agreement on the part of the landlord. (§76-1425) It is probably best for you to discuss the matter with an SLS attorney before writing such a letter. Call 472-3350 for an appointment.

I Do Not Want To Move But Cannot Seem To Persuade The Landlord To Make Repairs. What Can I Do?

Try calling the Lincoln Minimum Housing Code office at 441-7785. It is unlawful for a landlord to rent an apartment or house that does not meet the standards of health and safety established in the Lincoln Minimum Housing Code ([Chapter 21 - Lincoln Municipal Code](#)). The Housing Code Office is the city agency responsible for enforcing the Code. Call the Housing Code Office and ask an investigator to come to the apartment and examine the problem. If the apartment is not in compliance with the Code, the investigator will outline specific steps the landlord must take to make the repair, and the investigator will issue a deadline for compliance.

If you have a problem related to mold or mildew or other health-related issues, contact [Lancaster County Health -- Environmental Quality](#) at 441-8000.

What If The Need For Repairs Calls For Urgent Action?

If the landlord deliberately or negligently fails to supply hot or cold running water, heat, or other essential service, you may give written notice to the landlord of the problem, have the repair made and deduct the cost from the rent (§76-1427). It is important to remember that the remedy of having the repair work done and deducting the cost from rent is limited to situations in which the landlord has deliberately or negligently failed to supply hot or cold running water, heat, or other essential services. It is always a good idea to call the landlord first when such an emergency occurs and give the landlord a chance to have the repair made. It is best to resort to the remedy of "repair and deduct" only after you have tried unsuccessfully to contact the landlord or the landlord fails to take action. Any tenant using the repair and deduct remedy must immediately give written notice to the landlord of the emergency.

What Are My Landlord's Legal Obligations?

According to Nebraska law (§76-1419) the landlord must maintain fit premises. This includes meeting the standards of the [Lincoln Housing Code](#). In addition, the landlord must make repairs to keep the premises in a habitable condition; keep all common areas of the premises clean and safe, such as hallways, common stairway, parking lot, laundry room, and sidewalks; maintain in good condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances supplied by the landlord; must provide and maintain receptacles for garbage and provide for its removal; and must supply hot and cold running water and reasonable heat at all times.

What Should I Do If I Have A Problem With Cockroaches Or Mice?

Landlords are responsible for the prevention of insect and rodent infestation, and when infestation has taken place, shall be responsible for the extermination of any insects, rodents, or other pests when such extermination is not specifically made the responsibility of the occupant by law or ruling. (see §201.3 of the 1994 Uniform Housing Code, adopted by [§21.01.010](#) of the Lincoln Housing Code). For example, if a Housing Code investigator determines that a building is infested by cockroaches, she may require the landlord to follow a pre-approved extermination program. If the investigator finds that one tenant in the building is causing the pest problem, she may cite the tenant and require the tenant to remove garbage or exterminate.

A pest problem should be handled like any other repair problem. The landlord must be informed in writing and you may want to consider involving the Housing Code Office. (See the section on Repairs.)

Am I Responsible For Paying Utilities?

That depends upon what the lease agreement says. Due to the rising cost of heating an apartment, you must pay close attention to the part of the rental agreement dealing with utilities. Find out how much the utilities will cost for a particular apartment *before* you commit yourself to a rental agreement. Contact past tenants or call the utility company and ask about last year's cost and the projected rate increase. It is not wise to rely solely on the information your landlord provides concerning utility costs.

If the landlord is to assume the cost of particular utilities, make sure this promise is included in the lease. If you make an addition to the lease, have your landlord initial it.

What Should I Do About The Utilities When I Move Out?

When you are vacating an apartment and the utility account is in your name, contact the utility company by telephone and in writing well in advance (30 days) of the date you are vacating to make sure your service will be terminated and your name will be removed from the account. Keep a copy of the letter. (See sample letter F).

Can The Landlord Raise The Rent During The Lease?

When you are renting the apartment on a month-to-month basis, the landlord is required to give 30 days written notice on the day rent is due if he or she intends to raise the rent or terminate the rental agreement the following month. If you are renting under a term lease (for example, a one year lease), the landlord may not raise the rent during the term of the lease and must give proper written notice if he or she wants to raise the rent starting the first month after the lease ends. (§76-1437)

Can The Landlord Evict Me For Having Parties?

You are prohibited from disturbing your neighbor's peaceful enjoyment of his or her apartment or home. The landlord may give notice and terminate the rental agreement if you continue to disturb your neighbors. (§76-1421(7), §76-1431) (See our section on Breaking the Law: Parties)

What About All Of These Rules The Landlord Has?

You are obligated to abide by rules set by the landlord if all the following conditions are met:

- a. A house rule must be reasonably related to one of these purposes:
 - (1) promote the safety and welfare of tenants
 - (2) preserve the landlord's property from abuse
 - (3) make a fair distribution of services and facilities for all tenants
- b. The house rule must apply to all tenants fairly
- c. The house rule must be sufficiently explicit in its prohibition, direction or limitation.
- d. The tenant must have notice of the rule at the time the rental agreement is made or, if the rule is adopted later, the tenant must have reasonable notice and the rule must not work a substantial modification of the bargain.

(§76-1422,, §76-1431)

Do I Have To Give My Landlord Notice That I Am Moving?

You must give proper notice before vacating the apartment at the end of the term. In most cases, this means at least 30 days *written* notice prior to the date rent is due. (§76-1437) Failure to give proper notice could possibly result in you incurring responsibility for another month of rent. (See Sample Letter E)

Do I Have To Clean The Apartment When I Move?

When vacating the apartment, you must place it in as clean a condition, excepting ordinary wear and tear, as when your lease began. You are also responsible for repairing any damages beyond normal wear and tear. Failure to clean or make repairs may result in the landlord retaining a portion of the damage deposit. (§76-

1421(2), §76-1416(2)) You should take photographs and notes on cleaning efforts in case a dispute over the deposit arises later.

Some Landlords provide you with a list of tasks he or she considers essential to cleaning an apartment. If you comply with the landlord's list, check the completed tasks on the list and keep a copy.

How Will I Know If The Landlord Is Satisfied That My Apartment Is Clean And Undamaged?

A date and time for a move out inspection can be arranged when notice of vacating is given. (See Sample Letter E) You and the landlord can walk through the apartment and inspect it together, using the apartment inventory you filled out when you moved in. If you cannot get a check from the landlord for your deposit at the end of this meeting, be prepared to personally hand deliver or mail a letter requesting the refund of your deposit. (See Sample Letter D) If the landlord fails to show up for the inspection, you should make a record of the condition of the apartment by taking photographs or a videotape or notes on cleaning and damage. Have the people who help clean write a short description of the condition of the apartment.

How Do I Make Sure I Don't Get Charged For Utilities After I Move Out?

When you are vacating an apartment and the utility account is in your name, contact the utility company by telephone *and* in writing at least 30 days prior to moving to make sure your service will be terminated and your name will be removed from the account. Keep a copy of the letter. (See sample letter F).

How Do I Get My Damage Deposit Back?

The landlord's refusal to return the tenant's damage deposit is the most common rental problem encountered by students.

Know the Law on Damage Deposits. According to §76-1416 of the Nebraska Residential Landlord Tenant Act, the landlord may use the damage deposit in only two circumstances: (1) to cover the cost of unpaid, past due rent the tenant owes, and (2) to cover the cost of repairing damages to the apartment caused by the tenant or his or her guests which exceeds normal wear and tear. If you did not damage the apartment and rent is paid, the landlord is legally obligated to return the entire deposit. The Nebraska Residential Landlord Tenant Act does not specifically spell out what constitutes "normal wear and tear." However, you should not be made to assume the cost of general upkeep and capital improvements; repairs or tasks of this nature are the responsibility of the property owner.

Write a Demand Letter. If the landlord fails to return the deposit voluntarily, you must write a letter demanding the return of the deposit. The landlord has 14 days from the receipt of the demand letter to return the deposit or mail an itemized list of the damages and cost of repairs. Your demand letter must be dated and must tell the landlord the address where the deposit can be sent. Of course, you should keep a copy of your demand letter. (see sample letter D).

Sue in Small Claims Court. If the landlord fails to respond to your demand letter within 14 days or you dispute the landlord's claim of damages, you can sue in Small Claims Court or hire an attorney and ask the court to award you the deposit plus attorney's fees. (see Small Claims Court). The apartment inventory you filled out and the photographs you took when you moved in will be valuable tools in recovering your deposit. You can use this evidence in negotiating a settlement or in court.

How Can I Break My Lease Without Losing My Deposit?

You may find yourself in a position of needing to move out of an apartment before the lease expires. If the reason for leaving is caused by the landlord's noncompliance with the lease or failure to repair, certain steps may be taken which are described in the sections on repairs and landlord's legal obligations. However, if you have personal reasons for needing to vacate before the term expires, a different plan of action is required. You may consider three alternatives: 1) Try to sublet the apartment with the landlord's written

approval, 2) Negotiate a written release from the lease agreement, 3) Give the landlord written notice of the date you are vacating as soon as possible and ask that he or she make every attempt to mitigate damages by arranging to rent the apartment to a new tenant after your moving out date.

Sublet Your Apartment. The problem with subletting is that you remain responsible to the landlord if the subletting tenants fail to pay rent or damage the premises. In addition, you may be taking on some landlord-type responsibilities in regard to the subletting tenants. Subletting arrangements are the most satisfactory when you are well acquainted with the subletting tenants and can trust that they will act responsibly. You may also secure some protection by working out a contract with the subtenants covering the terms of the sublease. If possible, it is best if you can get the landlord and the subletting tenants to enter into a new lease between themselves, releasing you from responsibility.

Negotiate a Release. It may be possible to negotiate a settlement or a mutual rescission of the lease agreement when you want to move before the expiration of the term. You may have to offer something in return for being released from the lease. Any agreement such as this must be in writing and have the notarized signatures of both parties. It is best to have an attorney draft the agreement.

Give Notice and Move. The third alternative of giving the landlord notice that you are vacating also has drawbacks. The landlord will want to deduct the cost of advertising from your deposit. In addition, even though the landlord is required by the Nebraska Landlord Tenant Act to mitigate or lessen the damages by trying to rent the apartment to new tenants ([§76-1405](#)), there is no guarantee that the landlord will zealously pursue the fulfillment of this duty. If you have to move out before the lease expires you should give as much notice as possible, at least 30 days prior to the date rent is due. The notice should be in writing, dated and you should keep a photocopy.

At best, the landlord will find new tenants who want to move in the day after you are moving out and you will only have to pay advertising costs. Even though you have broken the lease, the landlord has not suffered any loss of rent or any damage beyond advertising costs. It is illegal for a landlord to receive “double rent” or to collect rent for the same apartment during the same time period from different tenants. Note: *You do not automatically lose your damage deposit because you break the lease, even though the landlord may insist on it.* Damage deposits are to be used only to cover the cost of damages and unpaid past due rent.

At worst, the landlord will make a real effort but will not be able to rent the apartment to new tenants. In that case, you may be responsible for rent until the end of the term plus advertising costs. Even in this case, a landlord cannot sue for rent until it “accrues” or becomes due at the beginning of each month. When breaking a lease is unavoidable, the worst thing you can do is ignore the problem and procrastinate. With adequate notice and the cooperation of the landlord, you might be able to break a lease at little expense.

Can I Be Evicted From My Apartment If I Do Not Pay The Rent?

Yes, but if a landlord wants to evict a tenant, the landlord must initiate the proper eviction proceeding in court. It is illegal for the landlord to take such measures as changing the locks on the tenant’s apartment, having the utilities shutoff, or confiscating the tenant’s personal property. If a landlord takes such illegal measures, it is possible for a court to award to the tenant up to three month’s rent and attorney’s fees.

What Should I Do If I Receive A Three-Day Eviction Notice?

If you pay the rent within the three-day deadline, the landlord cannot evict you.

If you cannot pay the rent within the three-day deadline, you should contact an attorney immediately. If the landlord is going to evict you, she will file a proceeding in court that will call for a hearing within ten to

fourteen days. You may need to prepare to move out of the apartment. If you do have to move out you should be sure that you clean the apartment and try to get the landlord to do a walk through with you, or keep records (videotape or photos) of any damage to the apartment.

APARTMENT INVENTORY

Make appropriate comments about the condition of , or damage to, each item or area.

MOVE-IN

LIVING ROOM/AREA: _____

Carpet: _____

Walls & Woodwork: _____

Windows & Tracks: _____

Drapes/Curtains: _____

Screens: _____

Heat Registers: _____

Air Conditioner: _____

Light Fixtures: _____

BEDROOMS: _____

Carpet: _____

Walls & Woodwork: _____

Windows & Tracks: _____

Drapes/Curtains: _____

Screens: _____

Heat Registers: _____

Light Fixtures: _____

Closet & Doors: _____

MOVE-OUT

LIVING ROOM/AREA: _____

Carpet: _____

Walls & Woodwork: _____

Windows & Tracks: _____

Drapes/Curtains: _____

Screens: _____

Heat Registers: _____

Air Conditioner: _____

Light Fixtures: _____

BEDROOMS: _____

Carpet: _____

Walls & Woodwork: _____

Windows & Tracks: _____

Drapes/Curtains: _____

Screens: _____

Heat Registers: _____

Light Fixtures: _____

Closet & Doors: _____

MOVE-IN

BATHROOMS: _____

Ceramic Tile: _____

Bathtub & Sink: _____

Toilet Bowl & Base: _____

Mirror & Medicine Cabinet: _____

Vanity-Inside & Out: _____

Light Fixtures: _____

Floor Covering: _____

Walls & Woodwork: _____

Windows & Screens: _____

Towel Racks: _____

Shower Rod/Curtain: _____

KITCHEN: _____

Cabinets/Drawers: _____

Sink & Disposal: _____

Walls & Woodwork: _____

Light Fixtures: _____

Windows & Screens: _____

Floor Covering: _____

Range: _____

Range Surface Areas: _____

Range Burners: _____

MOVE-OUT

BATHROOMS: _____

Ceramic Tile: _____

Bathtub & Sink: _____

Toilet Bowl & Base: _____

Mirror & Medicine Cabinet: _____

Vanity-Inside & Out: _____

Light Fixtures: _____

Floor Covering: _____

Walls & Woodwork: _____

Windows & Screens: _____

Towel Racks: _____

Shower Rod/Curtain: _____

KITCHEN: _____

Cabinets/Drawers: _____

Sink & Disposal: _____

Walls & Woodwork: _____

Light Fixtures: _____

Windows & Screens: _____

Floor Covering: _____

Range: _____

Range Surface Areas: _____

Range Burners: _____

MOVE-IN

KITCHEN, continued

Range Drip Pans: _____

Oven & Racks: _____

Broiler Pan & Rack: _____

Range Drawer: _____

Exhaust Fan: _____

Refrigerator: _____

Fridge Surface Areas: _____

Freezer: _____

Ice Trays: _____

Fridge Interior: _____

GENERAL: _____

Hallways-Walls: _____

Hallways-Carpets: _____

Storage Closets: _____

Entry Door: _____

Coat Closet: _____

Light Fixtures: _____

OTHER AREAS NOT ALREADY MENTIONED: _____

MOVE-OUT

KITCHEN, continued

Range Drip Pans: _____

Oven & Racks: _____

Broiler Pan & Rack: _____

Range Drawer: _____

Exhaust Fan: _____

Refrigerator: _____

Fridge Surface Areas: _____

Freezer: _____

Ice Trays: _____

Fridge Interior: _____

GENERAL: _____

Hallways-Walls: _____

Hallways-Carpets: _____

Storage Closets: _____

Entry Door: _____

Coat Closet: _____

Light Fixtures: _____

OTHER AREAS NOT ALREADY MENTIONED: _____

Owner/manager/agent will make the following repairs by the following dates:

Repair: _____

Completion Date: _____

Checked at MOVE-IN by _____

(signature of owner/manager/agent)

on _____, 20_____.

and by _____

(signatures of tenants)

on _____, 20_____.

and by _____

(signatures of tenants)

on _____, 20_____.

and by _____

(signatures of tenants)

on _____, 20_____.

Checked at MOVE-OUT by _____

(signature of owner/manager/agent)

on _____, 20_____.

and by _____

(signatures of tenants)

on _____, 20_____.

and by _____

(signatures of tenants)

on _____, 20_____.

and by _____

(signatures of tenants)

on _____, 20_____.

ROOMMATE AGREEMENT

This Agreement made this ___ day of _____, 20____, is made by and between the following roommates:

On the ___ day of _____, 20____, the roommates signed a lease to rent the premises located at _____ (address) for a term lasting from _____ to _____. A copy of the lease is attached. The roommates plan to reside on said premises.

The roommates wish to provide for the sharing of responsibilities in the renting of the premises.

IT IS THEREFORE AGREED:

1. That each of the roommates agrees to follow the rules and conditions set out in the attached lease.
2. That each of the roommates agrees to pay One** _____ (1/2, 1/3) of the following expenses incurred in relation to the leased premises: (check if applicable)
 - ___rent (\$ /mo) ___telephone service
 - ___electricity ___gas
 - ___food ___water
 - ___utilities ___other _____
 - ___damages not due to the negligence of an identified party
 - ___general maintenance and upkeep

** This means one divided by the number of roommates. For example, in a household with three roommates each member's share would be One-Third (1/3)

If any of the roommates pays more than the one _____ (1/2, 1/3) share, the other roommate agrees to reimburse the first roommate.

3. Each roommate agrees to pay for long distance telephone calls he or she makes.
4. The roommates agree that (1/2, 1/3) of the damage deposit is the property of each of the roommates.
5. Each of the roommates agrees to remain a resident of the premises during the term of the lease, or to continue to pay his or her share of the rent during said term, unless the following conditions are met:
 - a. The roommate, at his or her own expense, locates a tenant to sublet his or her share, said tenant being acceptable to the other roommates.
 - b. Written consent to sublet is obtained from the owner/manager of the premises.
6. That repairs or improvements to the premises, the cost of which are to be shared equally by the roommates, in excess of \$____ in cost, shall be approved in advance by all the roommates.
7. If pets are permitted under the lease, each pet owner shall be solely responsible for all damages caused by his or her pet. This includes but is not limited to damage to furniture, carpeting, doors, lawn and garden.
8. Additional Remarks or Special Terms

Each Roommate Sign Below:

SAMPLE LETTER A

UNL Student
1600 Apple Street, Apt. #5
Lincoln, NE 68510

January 1, 2006

Leroy Jones, Manager
Rocky Real Estate, Inc.
2500 North 10th Street
Lincoln, NE 68501

Dear Mr. Jones:

This letter is to confirm our telephone conversation yesterday in which I informed you that the following repairs need to be made:

1. Repair screen windows on the north and south sides.
2. Repair refrigerator thermostat.
3. Replace back door lock.

You promised the repairs would be completed by the end of the week. Please remember to call ahead and arrange a time convenient for my roommates, myself and for you. Thank you for your cooperation.

Sincerely,
UNL Student

SAMPLE LETTER B

UNL Student
1600 Apple Street, Apt. #5
Lincoln, NE 68510

February 1, 2006

Leroy Jones, Manager
Rocky Real Estate, Inc.
2500 North 10th Street
Lincoln, NE 68501

Dear Mr. Jones:

I have contacted you on several occasions regarding repairs that need to be made on my apartment including:

1. Repair of screen windows on the north and south sides.
2. Repair of refrigerator thermostat.
3. Replace back door lock.

I informed you of these needed repairs in my letters of January 1, 2006, and January 15, 2006. Your failure to make these repairs constitutes a violation of the Lincoln Minimum Housing Code, §76-1419 of the Nebraska Residential Landlord Tenant Act, and our lease agreement.

If these repairs are not completed within 14 days from your receipt of this letter, I will terminate our rental agreement as provided in §76-1425 and move out in 30 days, or not later than March 2, 2006.

Sincerely,
UNL Student

SAMPLE LETTER C

UNL Student
1600 Apple Street, Apt. #5
Lincoln, NE 68510

January 1, 2006

Leroy Jones, Manager
Rocky Real Estate, Inc.
2500 North 10th Street
Lincoln, NE 68501

Dear Mr. Jones:

I am writing to inform you that I am vacating 1600 Apple Street, Apt. #5, by January 20, 2006, and terminating the rental agreement as provided in §76-1425 of the Nebraska Residential Landlord Tenant Act. My reason for terminating the rental agreement is that you have once again allowed garbage to accumulate in the laundry room. Two months ago in November when I complained in writing of this problem you removed the garbage but not the containers. The garbage has again accumulated, overflowing the containers and spilling over onto the floor, and drawing cockroaches. I can no longer tolerate this unclean and unhealthy condition.

Sincerely,
UNL Student

SAMPLE LETTER D

UNL Student
1600 Apple Street, Apt. #5
Lincoln, NE 68510

January 1, 2006

Leroy Jones, Manager
Rocky Real Estate, Inc.
2500 North 10th Street
Lincoln, NE 68501

RE: Security Deposit

Dear Mr. Jones:

I hereby demand the return of my security deposit in the amount of \$500.00 that you are holding in relation to the apartment I formerly rented at 1600 Apple Street, Apt. #5. Section 76-1416 of the Nebraska Residential Landlord Tenant Act requires that you return my damage deposit within 14 days from receipt of this letter or send me an itemized list justifying the retention of any portion of my deposit together with the remaining deposit money. I feel I am entitled to the entire amount of the deposit, but should you retain a portion of it, please attach copies of receipts to the itemized list of repairs.

Sincerely,
UNL Student

SAMPLE LETTER E

UNL Student
1600 Apple Street, Apt. #5
Lincoln, NE 68510

November 30, 2005

Leroy Jones, Manager
Rocky Real Estate, Inc.
2500 North 10th Street
Lincoln, NE 68501

Dear Mr. Jones:

I am writing to inform you I intend to vacate the apartment at 1600 Apple Street, Apartment #5, as of December 31, 2005. I will be ready to deliver the premises and return the keys on December 31, 2005, at 5:00 p.m.

I request that you come to inspect the condition of the apartment in my presence. I feel this will insure that you are satisfied with the condition of the apartment. Your failure to appear and inspect will be considered acceptance of the apartment as being in as good of condition as when we took possession, ordinary wear and tear excepted.

Sincerely
UNL Student

SAMPLE LETTER F

UNL Student
1600 Apple Street, Apt. #5
Lincoln, NE 68510

January 26, 2006

Cosmos Utility Company
1000 Zero St.
Lincoln, NE 68510

RE: Confirmation of Termination of Services for Account Number 1010100

Dear Cosmos Utility Company:

This letter is to confirm my phone call to your company of January 12, 2006, requesting that service to the above address be discontinued as of February 1, 2006. I will be vacating my apartment and I will not need services after that date. Please send my final bill to my new address at 3636 Orange Drive, Lincoln, Nebraska 68510.

Sincerely,
UNL Student