

West's Revised Statutes of Nebraska Annotated Currentness

Chapter 76. Real Property

→ Article 14. Landlord and Tenant

(A) Uniform Residential Landlord and Tenant Act ([Refs & Annos](#))

76-1401. Act, how cited

Sections 76-1401 to [76-1449](#) shall be known and may be cited as the Uniform Residential Landlord and Tenant Act.

76-1402. Purposes; rules of construction

(1) The Uniform Residential Landlord and Tenant Act shall be liberally construed and applied to promote its underlying purposes and policies.

(2) Underlying purposes and policies of the act are:

- (a) To simplify, clarify, modernize, and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant;
- (b) To encourage landlord and tenant to maintain and improve the quality of housing; and
- (c) To make uniform the law among those states which enact it.

76-1403. Supplementary principles of law applicable

Unless displaced by the provisions of the Uniform Residential Landlord and Tenant Act, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause, supplement the act's provisions.

76-1404. Construction against implicit repeal

The Uniform Residential Landlord and Tenant Act being a general act intended as a unified coverage of its subject matter, no part of it is to be construed as impliedly repealed by subsequent legislation if that construction can reasonably be avoided.

76-1405. Remedies; administration and enforcement; duty to mitigate damages

(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.

76-1406. Settlement; authorized

A claim or right arising under the Uniform Residential Landlord and Tenant Act or on a rental agreement may be settled by agreement.

76-1407. Jurisdiction; territorial application

The Uniform Residential Landlord and Tenant Act applies to, regulates, and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

76-1408. Exclusions from application of sections

Unless created to avoid the application of the Uniform Residential Landlord and Tenant Act, the following arrangements are not governed by the act:

- (1) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service.
- (2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his or her interest.
- (3) Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization.
- (4) Transient occupancy in a hotel or motel.
- (5) Occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises.
- (6) Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative.
- (7) Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.
- (8) A lease of improved or unimproved residential land for a term of five years or more.

76-1409. Courts; jurisdiction

The district or county court of this state may exercise jurisdiction over any landlord or tenant with respect to any conduct in this state governed by the Uniform Residential Landlord and Tenant Act or with respect to any claim arising from a transaction subject to the act for a dwelling unit located within its jurisdictional boundaries.

76-1410. Terms, defined

Subject to additional definitions contained in the Uniform Residential Landlord and Tenant Act and unless the context otherwise requires:

- (1) Action includes recoupment, counterclaim, setoff, suit in equity, and any other proceeding in which rights are determined, including an action for possession.
- (2) Building and housing codes include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises, or dwelling unit. Minimum housing code shall be limited to those laws, resolutions, or ordinances or regulations, or portions thereof, dealing specifically with health and minimum standards of fitness for habitation.
- (3) Dwelling unit means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.
- (4) Good faith means honesty in fact in the conduct of the transaction concerned.
- (5) Landlord means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by [section 76-1417](#).
- (6) Organization includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, limited liability company, or association, two or more persons having a joint or common interest, and any other legal or commercial entity.
- (7) Owner means one or more persons, jointly or severally, in whom is vested (a) all or part of the legal title to property, or (b) all or part of the beneficial ownership and a right to present use and enjoyment of the premises; and the term includes a mortgagee in possession.
- (8) Person includes an individual, limited liability company, or organization.
- (9) Premises means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant.
- (10) Rent means all payments to be made to the landlord under the rental agreement.
- (11) Rental agreement means all agreements, written or oral, between a landlord and tenant, and valid rules and regulations adopted under [section 76-1422](#) embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.
- (12) Roomer means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling units. Major facility in the case of a bathroom means toilet, or either a bath or shower, and in the case of a kitchen means refrigerator, stove, or sink.
- (13) Single-family residence means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

(14) Tenant means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

76-1411. Obligation of good faith

Every duty under the Uniform Residential Landlord and Tenant Act and every act which must be performed as a condition precedent to the exercise of a right or remedy under the act imposes an obligation of good faith in its performance or enforcement.

76-1412. Unconscionability

(1) If the court, as a matter of law, finds that a rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

(2) If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose, and effect of the rental agreement or settlement to aid the court in making the determination.

76-1413. Notice

(1) A person has notice of a fact if (a) he has actual knowledge of it, (b) he has received a notice or notification of it, or (c) from all facts and circumstances known to him at the time in question he has reason to know that it exists. A person knows or has knowledge of a fact if he has actual knowledge of it.

(2) A person notifies or gives a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it. A person receives a notice or notification when (a) it comes to his attention, (b) in the case of the landlord, it is delivered at the place of business of the landlord through which the rental agreement was made or at any place held out by him as the place for receipt of the communication, or (c) in the case of the tenant, it is delivered in hand to the tenant or mailed to him at the place held out by him as the place for receipt of the communication, or in the absence of such designation, to his last-known place of residence.

(3) Notice, knowledge or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the individual conducting that transaction, and in any event from the time it would have been brought to his attention if the organization had exercised reasonable diligence.

76-1414. Terms and conditions of rental agreement

(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.

76-1415. Prohibited provisions in rental agreements

(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.

76-1416. Security deposits; prepaid rent

(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 demand and designation of the location where payment may be made or mailed.

(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 and reasonable attorney's fees.

(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.

(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.

76-1417. Disclosure

(1) The landlord or any person authorized to enter into a rental agreement on his or her behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:

- (a) The person authorized to manage the premises; and
- (b) An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

(2) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner, or manager.

(3) A person who fails to comply with subsection (1) of this section becomes an agent of each person who is a landlord for the purpose of:

- (a) Service of process and receiving and receipting for notices and demands; and
- (b) Performing the obligations of the landlord under the Uniform Residential Landlord and Tenant Act and under the rental agreement and expending or making available for the purpose all rent collected from the premises.

76-1418. Landlord to supply possession of dwelling unit

At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and [section 76-1419](#). The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in [subsection \(3\) of section 76-1437](#). If the landlord makes reasonable efforts to obtain possession of the premises, he shall not be liable for an action under this section.

76-1419. Landlord to maintain fit premises

(1) The landlord shall:

- (a) Substantially comply, after written or actual notice, with the requirements of the applicable minimum housing codes materially affecting health and safety;
- (b) Make all repairs and do whatever is necessary, after written or actual notice, to put and keep the premises in a fit and habitable condition;
- (c) Keep all common areas of the premises in a clean and safe condition;
- (d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him or her;

(e) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal from the appropriate receptacle; and

(f) Supply running water and reasonable amounts of hot water at all times and reasonable heat except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

If there exists a minimum housing code applicable to the premises, the landlord's maximum duty under this section shall be determined by subdivision (1)(a) of this section. The obligations imposed by this section are not intended to change existing tort law in the state.

(2) The landlord and tenant of a single-family residence may agree that the tenant perform the landlord's duties specified in subdivisions (1)(e) and (1)(f) of this section and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is in writing, for good consideration, entered into in good faith and not for the purpose of evading the obligations of the landlord.

(3) The landlord and tenant of a dwelling unit other than a single-family residence may agree that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling only if:

(a) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration; and

(b) The agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

(4) Notwithstanding any provision of the Uniform Residential Landlord and Tenant Act, a landlord may employ a tenant to perform the obligations of the landlord.

76-1420. Limitation of liability

(1) Unless otherwise agreed, a landlord, who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser, is relieved of liability under the rental agreement and the Uniform Residential Landlord and Tenant Act as to events occurring subsequent to written notice to the tenant of the conveyance, but the landlord remains liable to the tenant for any property and money to which the tenant is entitled under [section 76-1416](#), except that assignment of any security deposits or prepaid rents to a bona fide purchaser with written notice to the tenant shall serve to relieve the conveying landlord of any further liability under [section 76-1416](#).

(2) Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and the Uniform Residential Landlord and Tenant Act as to events occurring after written notice to the tenant of the termination of his or her management.

76-1421. Tenant to maintain dwelling unit

The tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety;
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the tenancy place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the tenancy commenced;
- (3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises;
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- (7) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises; and
- (8) Abide by all bylaws, covenants, rules or regulations of any applicable condominium regime, cooperative housing agreement, or neighborhood association not inconsistent with landlord's rights or duties.

76-1422. Rules and regulations

A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. It is enforceable as provided in [section 76-1431](#) against the tenant only if:

- (1) Its purpose is to promote the appearance, convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;
- (2) It is reasonably related to the purpose for which it is adopted;
- (3) It applies to all tenants in the premises in a fair manner;
- (4) It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;
- (5) It is not for the purpose of evading the obligations of the landlord; and
- (6) The tenant has notice of it at the time he enters into the rental agreement.

A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant if reasonable notice of its adoption is given to the tenant and it does not work a substantial modification of his bar-

gain.

76-1423. Access

- (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 give the tenant at least one day's notice of his intent to enter and enter only at reasonable times.
- (4) The landlord has no other right of access except by court order, and as permitted by [subsection \(2\) of section 76-1432](#), or if the tenant has abandoned or surrendered the premises.

76-1424. Tenant to use and occupy

Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.

76-1425. Noncompliance by landlord

- (1) Except as provided in the Uniform Residential Landlord and Tenant Act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with [section 76-1419](#) materially affecting health and safety, the tenant may deliver a written notice to the landlord 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 landlord 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 tenant may terminate the rental agreement upon at least fourteen days' written notice specifying the breach and the date of termination of the rental agreement. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his or her family, or other person on the premises with his or her consent.
- (2) Except as provided in the Uniform Residential Landlord and Tenant Act, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or [section 76-1419](#). If the landlord's noncompliance is willful the tenant may recover reasonable attorney's fees. If the landlord's noncompliance is caused by conditions or circumstances beyond his or her control, the tenant may not recover consequential damages, but retains remedies provided in [section 76-1427](#).
- (3) The remedy provided in subsection (2) of this section is in addition to any right of the tenant arising under

subsection (1) of this section.

(4) If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable by the tenant under [section 76-1416](#).

76-1426. Failure to deliver possession

If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in [section 76-1418](#), rent abates until possession is delivered and the tenant shall:

- (1) Upon at least five days' written notice to the landlord terminate the rental agreement and upon termination the landlord shall return all prepaid rent and security; or
- (2) Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against any person wrongfully in possession or wrongfully withholding possession and recover the damages sustained by him.

If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person 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.

76-1427. Wrongful failure to supply heat, water, hot water, or essential services

(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.

76-1428. Landlord's noncompliance as defense to action for possession

(1) In an action for possession based upon nonpayment of the rent or in an action for rent where the tenant is in possession, the tenant may counterclaim for any amount which he or she may recover under the rental agreement or the Uniform Residential Landlord and Tenant Act. In that event, the court from time to time may order the tenant to pay into court all or part of the rent accrued and thereafter accruing and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit and is not raised in good faith, the landlord may recover reasonable attorney's fees.

(2) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (1) of this section but the tenant is not required to pay any rent into court.

76-1429. Fire or casualty damage

(1) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

(a) Immediately vacate the premises and notify the landlord in writing within fourteen days thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(2) If the rental agreement is terminated the landlord shall return all prepaid rent and security recoverable under [section 76-1416](#). Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty. Notwithstanding the provisions of this section, the tenant is responsible for damage caused by his negligence.

76-1430. Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service

If the landlord unlawfully removes or excludes the tenant from the premises or willfully and wrongfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount equal to three months' periodic rent as liquidated damages, and a reasonable attorney's fee. If the rental agreement is terminated the landlord shall return all prepaid rent and security recoverable under [section 76-1416](#).

76-1431. Noncompliance; failure to pay rent; effect

(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 three 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.

76-1432. Remedies for absence, nonuse, and abandonment

(1) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days as required in [section 76-1424](#) and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(2) During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary.

(3) If the tenant abandons the dwelling unit, the landlord shall take immediate possession and shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. Total absence from the premises without notice to landlord for one full rental period or thirty days, whichever is less, shall constitute abandonment.

76-1433. Waiver of landlord's right to terminate

Acceptance of rent with knowledge of a default by tenant or acceptance of performance by the tenant that varies from the terms of the rental agreement or rules or regulations subsequently adopted by the landlord constitutes a waiver of his right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

76-1434. Landlord liens; distraint of property; prohibited

(1) A lien or security interest on behalf of the landlord in the tenant's household goods is not enforceable.

(2) Distraint for rent is abolished.

76-1435. Remedy for termination

If the rental agreement is terminated, the landlord is entitled to possession and may have a claim for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees as provided in [subsection \(3\) of section 76-1431](#).

76-1436. Recovery of possession limited

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.

76-1437. Periodic tenancy; holdover remedies

(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.

76-1438. Landlord and tenant remedies for abuse of access or entry

(1) If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover actual damages and reasonable attorney's fees.

(2) If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent and reasonable attorney's fees.

76-1439. Retaliatory conduct prohibited

(1) Except as provided in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after:

- (a) The tenant has complained to a government agency charged with responsibility for enforcement of a minimum building or housing code of a violation applicable to the premises materially affecting health and safety;
- or

- (b) The tenant has organized or become a member of a tenants' union or similar organization.
- (2) If the landlord acts in violation of subsection (1), the tenant is entitled to the remedies provided in [section 76-1430](#) and has a defense in action against him for possession. Nothing in this section shall be construed as prohibiting reasonable rent increases or changes in services notwithstanding the occurrence of acts specified in subsection (1).
- (3) Notwithstanding subsections (1) and (2), a landlord may bring an action for possession if:
- (a) The violation of the applicable minimum building or housing code was caused primarily by lack of reasonable care by the tenant or other person in his household or upon the premises with his consent;
 - (b) The tenant is in default in rent; or
 - (c) Compliance with the applicable minimum building or housing code requires alteration, remodeling, or demolition which would effectively deprive the tenant of use of the dwelling unit.

The maintenance of the action does not release the landlord from liability under [subsection \(2\) of section 76-1425](#).

[76-1440. Action for possession](#)

An action for possession of any premises subject to the Uniform Residential Landlord and Tenant Act shall be commenced in the manner described by sections 76-1440 to [76-1447](#).

[76-1441. Complaint for restitution; filing; contents](#)

The person seeking possession shall file a complaint for restitution with the clerk of the district or county court. The complaint shall contain (a) the facts, with particularity, on which he or she seeks to recover; (b) a reasonably accurate description of the premises; and (c) the requisite compliance with the notice provisions of the Uniform Residential Landlord and Tenant Act. The complaint may notify the tenant that personal property remains on the premises and that it may be disposed of pursuant to [section 69-2308](#). The complaint may also contain other causes of action relating to the tenancy, but such causes of action shall be answered and tried separately, if requested by either party in writing.

[76-1442. Summons; contents; issuance; service; when; affidavit of service](#)

The summons shall be issued and directed, with a copy of the complaint attached thereto, and shall state the cause of the complaint, the time and place of trial of the action for possession, answer day for other causes of action, and notice that if the defendant fails to appear judgment shall be entered against him or her. The summons may be served and returned as in other cases or by any person, except that the summons shall be served within three days, excluding nonjudicial days, from the date of issuance and shall be returnable within five days, excluding nonjudicial days, from the date of issuance. The person making the service shall file with the court an affidavit stating with particularity the manner in which he or she made the service. If diligent efforts have been made to serve the summons in the manner provided in [sections 25-505.01 to 25-516.01](#) but such efforts were unsuccessful, the summons may be served in the manner provided in [section 76-1442.01](#).

76-1442.01. Summons; alternative method of service; affidavit; contents

When authorized by [section 76-1442](#), service of a summons issued under such section may be made by leaving a copy of the summons at the defendant's last-known address and mailing a copy by first-class mail to such address. The plaintiff shall file an affidavit with the court showing that an attempt was made to serve the summons in the manner provided in [sections 25-505.01 to 25-516.01](#), the reasons why such service was unsuccessful, and that service was made by posting the summons at the last-known address of the defendant and mailing a copy by first-class mail to the defendant.

76-1443. Continuance; when

No continuance shall be granted unless extraordinary cause be shown to the court, and then not unless the defendant applying therefor shall deposit with the clerk of the court payment of any rents that have accrued, or give an undertaking with sufficient surety therefor, and, in addition, deposit with the clerk such rental payments as accrue during the pendency of the suit.

76-1444. Default of defendant

If the defendant shall not appear in response to the summons, and it shall have been properly served, the court shall try the cause as though he were present.

76-1445. Defendant may appear and answer

On or before the day fixed for his appearance, the defendant may appear and answer and assert any legal or equitable defense, setoff, or counterclaim.

76-1446. Trial; judgment; limitation; writ of restitution; issuance

Trial of the action for possession shall be held not less than ten nor more than fourteen days after the issuance of the summons. The action shall be tried by the court without a jury. If the plaintiff serves the summons in the manner provided in [section 76-1442.01](#), the action shall proceed as other actions for possession except that a money judgment shall not be granted for the plaintiff. If judgment is rendered against the defendant for the restitution of the premises, the court shall declare the forfeiture of the rental agreement, and shall, at the request of the plaintiff or his or her attorney, issue a writ of restitution, directing the constable or sheriff to restore possession of the premises to the plaintiff on a specified date not more than ten days after issuance of the writ of restitution. The plaintiff shall comply with the Disposition of Personal Property Landlord and Tenant Act in the removal of personal property remaining on the premises at the time possession of the premises is restored.

76-1447. Appeal; effect

If either party feels aggrieved by the judgment, he may appeal as in other civil actions. An appeal by the defendant shall stay the execution of any writ of restitution, so long as the defendant deposits with the clerk of the district court the amount of judgment and costs, or gives an appeal bond with surety therefor, and thereafter pays into court, on a monthly basis, an amount equal to the monthly rent called for by the rental agreement at the time the complaint was filed.

76-1448. Act; applicability

The Uniform Residential Landlord and Tenant Act applies to rental agreements entered into or extended or renewed after July 1, 1975.

76-1449. Transactions entered into before effective date; effect

Transactions entered into before July 12, 1974, and not extended or renewed after that date, and the rights, duties, and interests flowing from them remain valid and may be terminated, completed, consummated, or enforced as required or permitted prior to July 12, 1974.

(B) Mobile Home Landlord and Tenant Act**76-1450. Act, how cited**

Sections 76-1450 to 76-14,111 shall be known and may be cited as the Mobile Home Landlord and Tenant Act.

76-1451. Purposes; construction

- (1) The Mobile Home Landlord and Tenant Act shall be liberally construed and applied to promote its underlying purposes and policies.
- (2) The underlying purposes and policies of the Mobile Home Landlord and Tenant Act are:
 - (a) To simplify, clarify, and establish the law governing the rental of mobile home spaces and the rights and obligations of landlord and tenant; and
 - (b) To encourage landlord and tenant to maintain and improve the quality of mobile home living.

76-1452. Supplementary principles of law applicable

Unless displaced by the provisions of the Mobile Home Landlord and Tenant Act, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy, or other validating or invalidating cause shall supplement the provisions of the act.

76-1453. Remedies; administration and enforcement; duty to mitigate damages

- (1) The remedies provided by the Mobile Home Landlord and Tenant Act shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party shall have a duty to mitigate damages.
- (2) Any right or obligation declared by the Mobile Home Landlord and Tenant Act shall be enforceable by action unless the provision declaring it specifies a different and limited effect.

76-1454. Settlement of claim or right

A claim or right arising under the Mobile Home Landlord and Tenant Act or under a rental agreement may be

settled by agreement.

76-1455. Public housing; not subject to act

The Mobile Home Landlord and Tenant Act shall not apply to an occupancy in or operation of public housing as authorized, provided, or conducted pursuant to any federal law or regulation with which the act might conflict.

76-1456. Jurisdiction and service of process

The district or county court of this state may exercise jurisdiction over any landlord or tenant with respect to any conduct in this state governed by the Mobile Home Landlord and Tenant Act or with respect to any claim arising from a transaction subject to the act for a dwelling unit located within its jurisdictional boundaries. Service outside this state may be made in the manner provided in [section 25-540](#).

76-1457. Definitions, where found

As used in the Mobile Home Landlord and Tenant Act, unless the context otherwise requires, the definitions found in [sections 76-1458 to 76-1471](#) shall apply.

76-1458. Business, defined

Business shall mean a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership, limited liability company, association, two or more persons having a joint or common interest, or any other legal or commercial entity which is a landlord, owner, manager, or deemed to be an agent pursuant to [section 76-1480](#).

76-1459. Dwelling unit, defined

Dwelling unit shall mean a mobile home or the part of a mobile home that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household but shall not include any real property used to accommodate a mobile home.

76-1460. Good faith, defined

Good faith shall mean honesty in fact in the conduct of the transaction concerned.

76-1461. Housing code, defined

Housing code shall include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any mobile home park, mobile home space, or dwelling unit. Minimum housing code shall be limited to those laws, resolutions, ordinances, or regulations, or portions thereof, dealing specifically with health and minimum standards of fitness for habitation.

76-1462. Landlord, defined

Landlord shall mean the mobile home park owner and any agent authorized to act on the owner's behalf in matters relating to tenancy in the park and shall include the manager of a mobile home park who fails to disclose as

required by [sections 76-1479 to 76-1482](#).

76-1463. Mobile home, defined

Mobile home shall mean a movable or portable dwelling constructed to be towed on its own chassis, connected to utilities, and designed with or without a permanent foundation for year-round living. It may consist of one or more units that can be telescoped when towed and expanded later for additional capacity, or of two or more units, separately towable but designed to be joined into one integral unit, and shall include a manufactured home as defined in [section 71-4603](#).

76-1464. Mobile home park, defined

Mobile home park shall mean a parcel or contiguous parcels of land which have been so designated and improved that the parcel or parcels contain two or more mobile home lots available to the general public for the placement thereon of mobile homes for occupancy. The term mobile home park shall not be construed to include mobile homes, buildings, tents, or other structures temporarily maintained by any individual, corporation, company, or other entity on its own premises and used exclusively to house its own labor force, and shall not include real property which is rented or held out for rent for seasonal recreational purposes only and which is not intended for year-round occupancy.

76-1465. Mobile home space, defined

Mobile home space shall mean a designated portion of a mobile home park designed for the accommodation of one mobile home and its accessory buildings or structures for the exclusive use of the occupants.

76-1466. Owner, defined

Owner shall mean one or more persons, jointly or severally, in whom are vested (a) all or a part of the legal title to property or (b) all or part of the beneficial ownership and a right to present use and enjoyment of a mobile home park, and shall include a mortgagee in possession.

76-1467. Rent, defined

Rent shall mean a payment to be made to a landlord pursuant to a rental agreement.

76-1468. Rental agreement, defined

Rental agreement shall mean any agreement, written or implied by law, and any rules and regulations adopted pursuant to [section 76-1494](#) which constitute the terms and conditions concerning the use and occupancy of a mobile home space.

76-1469. Rental deposit, defined

Rental deposit shall mean a deposit of money to secure performance of a mobile home space rental agreement other than a deposit which is exclusively an advance payment of rent.

76-1470. Sublessee, defined

Sublessee shall mean any person who rents or leases a mobile home from a tenant, but shall not include a person who rents or leases a space in a mobile home park. A tenant-sublessee relationship shall be governed by the Uniform Residential Landlord and Tenant Act.

76-1471. Tenant, defined

Tenant shall mean an owner of a mobile home who leases or rents space in a mobile home park, but shall not include a person who rents or leases a mobile home.

76-1472. Obligation of good faith

Every duty under the Mobile Home Landlord and Tenant Act and every act which must be performed as a condition precedent to the exercise of a right or remedy under the act shall impose an obligation of good faith in its performance or enforcement.

76-1473. Unconscionability

(1) If a court, as a matter of law, finds that a rental agreement or any provision of a rental agreement was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.

(2) If a court, as a matter of law, finds that a settlement in which a party waives or agrees to forego a claim or right under the Mobile Home Landlord and Tenant Act or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid any unconscionable result.

(3) If unconscionability is put into issue by a party or by a court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose, and effect of the rental agreement or settlement to aid the court in making the determination.

76-1474. Notice

(1) A person shall be deemed to have notice of a fact if the person (a) has actual knowledge of it, (b) has received a notice or notification of it, or (c) from all facts and circumstances known to him or her at the time in question has reason to know that it exists.

(2) A person notifies or gives a notice or notification to another by taking steps reasonably calculated to inform the other whether or not the other actually comes to know of it. A person receives a notice or notification when (a) it comes to the person's attention, (b) in the case of the landlord, it is delivered in hand or mailed by United States mail to the landlord's place of business at which the rental agreement was made or at any place held out by the landlord as the place for receipt of a communication or delivered to any individual who is deemed to be an agent pursuant to section 76-1480, or (c) in the case of the tenant, it is delivered in hand to the tenant or mailed by United States mail to the tenant at the place held out by the tenant as the place for receipt of a communication or, in the absence of such designation, to the tenant's last-known place of residence.

(3) Notice, knowledge, or a notice or notification received by an organization shall be effective for a particular transaction from the time it is brought to the attention of the individual conducting the transaction and in any event from the time it would have been brought to the person's attention if the organization had exercised reasonable diligence.

76-1475. Terms and conditions of rental agreement

(1) A landlord and tenant may include in a rental agreement terms and conditions not prohibited by the Mobile Home 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) A rental agreement may require a tenant to maintain liability insurance which names the landlord as an insured with respect to the mobile home space rented by the tenant. For purposes of this subsection, liability insurance shall mean insurance that protects the landlord from negligence on the part of the tenant and any invitees or guests of the tenant.

(3) The tenant shall pay as rent the amount stated in the rental agreement. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the mobile home space.

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

(5) Rental agreements shall be from month to month unless otherwise specified in writing. A rental agreement may be canceled by at least thirty days' written notice given by either party. A landlord may not cancel a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home unless otherwise agreed in writing. If the written rental agreement requires the removal by the tenant of the mobile home at the expiration of the lease period at the landlord's option, the landlord shall give the tenant thirty days' notice before exercising such option.

76-1476. Mobile home space improvements; ownership; duty of tenant

Unless otherwise agreed in writing between the landlord and tenant, any improvement, other than a natural lawn, purchased and installed by a tenant on a mobile home space shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy. A tenant shall leave the mobile home space in substantially the same or better condition than upon taking possession.

76-1477. Prohibited provisions in oral rental agreements

(1) Unless otherwise agreed in writing between the landlord and tenant, an oral rental agreement may not provide that the tenant or landlord:

- (a) Agrees to waive or to forego rights or remedies under the Mobile Home Landlord and Tenant Act;
- (b) Agrees to pay the other party's attorney's fees;

(c) Agrees to the exculpation or limitation of any liability of the other party arising under law or to indemnify the other party for that liability or the related costs; or

(d) Agrees to a designated agent for the sale of the tenant's mobile home.

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

76-1478. Receipt of rent free of obligation; prohibited

A rental agreement, assignment, conveyance, trust deed, or security instrument may not permit the receipt of rent free of the obligation to comply with [section 76-1492](#).

76-1479. Disclosure

A landlord may offer a tenant the opportunity to sign a written rental agreement for a mobile home space. The landlord or any person authorized to enter into a rental agreement on his or her behalf shall disclose to the tenant in writing at or before entering into the rental agreement the name and address of:

- (1) The person authorized to manage the mobile home park; and
- (2) The owner of the mobile home park or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

The information required to be furnished by this section shall be kept current and refurnished to the tenant at the tenant's request. Upon termination of a landlord's interest in a mobile home park, the provisions of this section relating to disclosure and any written rental agreements in effect at the time of the termination shall extend to and be enforceable against any successor landlord, owner, or manager.

76-1480. Failure to disclose; effect

A person who fails to disclose as required by [section 76-1479](#) shall be deemed an agent of the landlord for the purpose of:

- (1) Service of process and receiving and receipting for notices and demands; and
- (2) Performing the obligations of the landlord under the Mobile Home Landlord and Tenant Act and rental agreement.

76-1481. Written rental agreement; delivery

If there is a written rental agreement, the landlord shall tender and deliver a signed copy of the rental agreement to the tenant and the tenant shall sign and deliver to the landlord one fully executed copy of the rental agreement. Failure to comply with this section shall be deemed a material noncompliance with the rental agreement by the landlord or the tenant, as the case may be.

76-1482. Explanation of utility charges and services; required; when

The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall provide a written explanation of utility rates, charges, and services to the prospective tenant before the rental agreement is signed unless the utility charges are to be paid by the tenant directly to the utility company.

76-1483. Rental deposit; limitation

A landlord shall not demand or receive as rental deposit an amount or value in excess of one month's periodic rent.

76-1484. Rental deposit; how handled

All rental deposits shall be held by the landlord for the tenant. Rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit shall be the property of the landlord.

76-1485. Rental deposit; return; withholdings

(1) A landlord shall, within thirty days from the date of termination of the tenancy or receipt in writing of the tenant's mailing address or delivery instructions, whichever is later, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding all or any portion of the rental deposit. The landlord may withhold from the rental deposit only such amounts as are reasonable:

- (a) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement; and
- (b) To restore the mobile home space to its condition at the commencement of the tenancy, ordinary wear and tear excepted.

(2) In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.

76-1486. Rental deposit; failure to provide written statement; effect; reversion to landlord; when

A landlord who fails to provide a written statement as required by [section 76-1485](#) shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy, the rental deposit shall revert to the landlord and the tenant shall be deemed to have forfeited all rights to the rental deposit.

76-1487. Termination of landlord's interest in park; deposit; how treated

Upon termination of a landlord's interest in a mobile home park, the landlord or his or her agent shall, within a reasonable time, (1) transfer the rental deposit, or any remainder after any lawful deductions, to the landlord's successor in interest and notify the tenant in writing of the transfer and of the transferee's name and address or (2) return the deposit, or any remainder after any lawful deductions, to the tenant. The notice shall state the

amount of rental deposit being transferred or assumed and shall be given by mail or personal service.

76-1488. Landlord's successor in interest; rights and obligations

Upon the termination of a landlord's interest in a mobile home park and compliance with [section 76-1487](#), the landlord shall be relieved of any further liability with respect to the rental deposit. The landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the amount stated in the notice required by [subdivision \(1\) of section 76-1487](#) within twenty days after receipt of the notice, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice.

76-1489. Rental deposit; bad faith retention; damages

The bad faith retention of all or any portion of a rental deposit by a landlord in violation of [sections 76-1483 to 76-1488](#) shall subject the landlord to liquidated damages in an amount not to exceed one and one-half months' rent and reasonable attorney's fees.

76-1490. Rent increase; written notice

Each tenant shall be notified in writing of any rent increase by actual notice or by United States mail at least sixty days prior to the effective date of the increase.

76-1491. Landlord deliver possession of mobile home space

At the commencement of the term of tenancy, the landlord shall deliver possession of the mobile home space to the tenant in compliance with the rental agreement and [section 76-1492](#). The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in [section 76-14,105](#).

76-1492. Landlord; duties; powers

(1) A landlord shall:

- (a) Make all repairs and do whatever is necessary to put and keep the mobile home park in a fit and habitable condition;
- (b) Keep all common areas of the mobile home park in a clean and safe condition;
- (c) Maintain in good and safe working order and condition all facilities supplied or required to be supplied by the landlord;
- (d) Provide for the removal of garbage, rubbish, and other waste from the mobile home park; and
- (e) Furnish outlets for provided utilities.

(2) A landlord shall not impose any condition connected with the rental or occupancy of a mobile home space which requires the tenant's exclusive use of a seller of fuel, furnishings, goods, services, or mobile homes unless

such condition is necessary to protect the health, safety, aesthetic value, or welfare of mobile home tenants in the park. A landlord may impose reasonable requirements designed to standardize methods of utility connection and hookup. If any such conditions are imposed which result in charges for the goods or services, the charges shall not exceed the actual cost incurred in providing the tenant with the goods or services.

76-1493. Tenant; duties

A tenant shall maintain his or her mobile home space in as good a condition as when the tenant took possession and shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county, and state housing codes materially affecting health and safety;
- (2) Keep the mobile home space that the tenant occupies and uses reasonably clean and safe;
- (3) Dispose from the tenant's mobile home space all rubbish, garbage, and other waste in a clean and safe manner;
- (4) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the mobile home park or knowingly permit any guest or invitee to do so; and
- (5) Conduct himself or herself and require any guests or invitees to conduct themselves in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the mobile home park.

76-1494. Landlord; rules and regulations

A landlord may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the mobile home park. The rules and regulations shall be enforceable against the tenant only if they are written and if:

- (1) Their purpose is to promote the convenience, safety, or welfare of the tenants in the mobile home park, preserve the landlord's property from abuse, make a fair distribution of services and facilities held out for the tenants generally, or facilitate reasonable mobile home park management;
- (2) They are reasonably related to the purpose for which adopted;
- (3) They apply to all tenants in the mobile home park in a fair manner;
- (4) They are sufficiently explicit in prohibition, direction, or limitation of the tenant's conduct to fairly inform him or her of what must or must not be done to comply;
- (5) They are not for the purpose of evading the obligations of the landlord; and
- (6) The prospective tenant is given a copy of any existing rules and regulations before entering into the rental agreement.

Notice of all additions, changes, deletions, or amendments to the rules and regulations shall be given to all mo-

mobile home tenants sixty days before they become effective. The landlord may change, add, delete, or amend the rules and regulations without sixty days' notice only with the written consent of at least one adult resident from a minimum of sixty percent of the households in the mobile home park. Adult resident shall mean a resident who has achieved the age of majority as defined in [section 43-2101](#). Any rule or condition of occupancy which does not conform to the requirements of the Mobile Home Landlord and Tenant Act shall be unenforceable. A rule or regulation adopted after the tenant enters into the rental agreement shall be enforceable against the tenant only if it does not conflict with or contradict the tenant's rental agreement. Nothing in this section shall prohibit a landlord from adopting rules and regulations applicable to new tenants only and not to persons who are tenants prior to the effective date of the rules and regulations.

76-1495. Landlord; prohibited acts

A landlord may not:

- (1) Deny rental on the basis of race, color, religion, sex, or national origin;
- (2) Require any person, as a precondition to renting, leasing, or otherwise occupying or removing from a mobile home space in a mobile home park, to pay an entrance or exit fee of any kind unless for services actually rendered or pursuant to a written agreement. A landlord may restrict the movement of mobile homes to reasonable hours and may require that all work in connection with the removal or installation of a mobile home, including, but not limited to, the hookup or disconnection of utilities, be done in a good and workmanlike manner;
- (3) Deny any resident of a mobile home park the right to sell that person's mobile home at a price of his or her own choosing. The tenant shall, prior to selling the mobile home, give notice to the landlord, including, but not limited to, the name of the prospective purchaser. Unless otherwise agreed in writing, the landlord may reserve the right to approve or disapprove the prospective purchaser of the mobile home as a tenant within ten days after receiving notice of the intended sale. Any disapproval shall be in writing and shall be delivered to such tenant pursuant to [section 76-1474](#). The landlord shall not unreasonably refuse or restrict the sale by a tenant of a mobile home located in his or her mobile home park, but the landlord may consider the size, ages, and composition of the prospective purchaser's family in determining if the mobile home purchaser may leave the home in the park. The landlord may also, in order to upgrade the quality of the mobile home park, prescribe reasonable requirements governing the age, physical appearance, size, or quality of the mobile home. In the event of a sale to a third party or mutual termination of the rental agreement, the landlord may within ten days after receiving written notice of the pending sale or mutual termination require that any mobile home that is no longer appropriate for the mobile home park or that is in disrepair be repaired to the landlord's satisfaction or removed from the park within sixty days. The landlord shall specify in writing the reasons for disapproval of the mobile home;
- (4) Exact a commission or fee with respect to the price realized by the tenant selling the mobile home, unless the park owner or operator has acted as agent for the mobile home owner pursuant to a written agreement; or
- (5) Require a tenant to furnish permanent improvements which cannot be removed by the tenant without damage to the mobile home or mobile home space at the expiration of the rental agreement.

76-1496. Landlord; access

- (1) A landlord shall not have the right of access to a mobile home owned by a tenant unless such access is necessary to prevent substantial damage to the mobile home space or is in response to an emergency situation.
- (2) A landlord may at reasonable times enter onto a mobile home space in order to inspect the mobile home space, make necessary or agreed repairs or improvements, supply necessary or agreed services, or exhibit the mobile home space to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

76-1497. Tenant; authority to rent to another

A tenant may rent the mobile home to another only upon written agreement with the mobile home park management. The landlord may require a guarantee from the tenant for the sublessee's mobile home space rent.

76-1498. Noncompliance by landlord; tenant's rights

- (1) If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with [section 76-1492](#) materially affecting health and safety, the tenant may deliver a written notice to the landlord 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 or if reasonable steps to remedy the breach have not been taken in fourteen days. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice subject to the following:
 - (a) If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach or takes reasonable steps to remedy it prior to the date specified in the notice, the rental agreement will not terminate; and
 - (b) The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person in the mobile home park with the tenant's consent.
- (2) A tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or [section 76-1492](#).
- (3) The remedy provided in subsection (2) of this section shall be in addition to any right of the tenant arising under subsection (1) of this section.
- (4) If the rental agreement is terminated, the landlord shall return any prepaid rent and any rental deposit, less any allowable deductions, recoverable by the tenant under [section 76-1485](#).

76-1499. Landlord; failure to deliver possession; remedies

If a landlord fails to deliver physical possession of the mobile home space to the tenant as provided in [section 76-1491](#), rent shall abate until possession is delivered and the tenant may:

- (1) Upon written notice to the landlord, terminate the rental agreement and upon termination the landlord shall return all deposits; or

(2) Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the mobile home space against the landlord and recover the damages sustained by the tenant. If the failure by the landlord to deliver possession of the mobile home space is willful, the tenant may recover reasonable attorney's fees and court costs.

If the landlord delivers physical possession to the tenant but fails to comply with [section 76-1492](#) at the time of delivery, rent shall not abate. The tenant may also proceed with the remedies provided in [section 76-1498](#).

76-14,100. Landlord; removal or exclusion of tenant; failure to supply services; tenant; remedies

If a landlord unlawfully removes or excludes a tenant from a mobile home park or willfully diminishes services to a tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, the tenant may recover possession, require the restoration of essential services, or terminate the rental agreement and, in any case, recover an amount not to exceed one and one-half months' periodic rent as liquidated damages and reasonable attorney's fees. If the rental agreement is terminated, the landlord shall return any prepaid rent and any rental deposit recoverable by the tenant under [section 76-1485](#).

76-14,101. Noncompliance by tenant; landlord's rights

(1) If there is a noncompliance with [section 76-1493](#) materially affecting health and safety or a material noncompliance by the tenant with the rental 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. Only in the event the breach is remediable by repairs or the payment of damages and the tenant adequately remedies the breach or takes reasonable steps to remedy it prior to the date specified in the notice, the rental agreement shall not terminate.

(2) If rent is unpaid when due and the tenant fails to pay rent within five days after written notice by the landlord of nonpayment and of the landlord's 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) A landlord may recover damages, obtain injunctive relief, or recover possession of the mobile home space by an action in forcible detainer for any material noncompliance by the tenant with the rental agreement or [section 76-1493](#).

(4) The remedy provided in subsection (3) of this section shall be in addition to any right of a landlord arising under subsection (1) of this section.

76-14,102. Noncompliance by tenant affecting health and safety; landlord's rights

If there is noncompliance by a tenant with [section 76-1493](#) materially affecting health and safety or any condition which is ordered to be changed by the State Fire Marshal, the State Electrical Board, the Department of Health and Human Services, or any other regulatory body with jurisdiction over either the park or the mobile home space that can be remedied by repair, replacement of a damaged item, or cleaning, and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the landlord specifying the breach and requesting that the tenant remedy the breach or take reasonable steps to

remedy it within that period of time, the landlord may enter the mobile home space, cause the work to be done in a skillful manner, and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value as additional rent on the next date when periodic rent is due or, if the rental agreement has been terminated, for immediate payment. If the landlord is assessed any fine, cost, or charge as a result of the tenant's failure to comply with an order issued by the State Fire Marshal, the State Electrical Board, the Department of Health and Human Services, or any other regulatory body with jurisdiction over either the park or the mobile home space, the landlord may require the tenant to pay such fine, cost, or charge.

76-14,103. Failure to enforce rights; effect on subsequent enforcement

Failure to enforce any portion of the rental agreement or to enforce any violation of the rules or regulations shall not constitute a waiver of the right to enforce the agreement against a subsequent violation.

76-14,104. Termination of tenancy; action for possession and damages

(1) A landlord may terminate a tenancy only by means of the procedures provided in the Mobile Home Landlord and Tenant Act.

(2) If a 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 recover actual damages. If the tenant's holdover is willful and in bad faith, the landlord in addition may recover an amount not to exceed one and one-half months' periodic rent as liquidated damages and reasonable attorney's fees.

76-14,105. Violation of access rights; remedies

(1) If a tenant refuses to allow reasonable lawful access to the mobile home space, the landlord may terminate the rental agreement and recover actual damages.

(2) If a landlord makes an unlawful entry or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent and reasonable attorney's fees.

76-14,106. Retaliatory conduct prohibited; remedies; landlord action for possession; when

(1) Except as provided in this section, a landlord may not retaliate by increasing rent, decreasing services, bringing or threatening to bring an action for possession, or failing to renew a rental agreement after any of the following:

- (a) A tenant has complained in good faith to a government agency charged with responsibility for enforcement of any code of a violation applicable to the mobile home park materially affecting health and safety;
- (b) A tenant has complained to the landlord of a violation of [section 76- 1492](#);
- (c) A tenant has organized or become a member of a tenants' union or similar organization; or

(d) A tenant has exercised any of the rights or remedies provided by the Mobile Home Landlord and Tenant Act or otherwise available at law.

(2) If a landlord acts in violation of subsection (1) of this section, the tenant shall be entitled to the remedies provided in [section 76-1498](#) and shall have a defense in an action for possession.

(3) Notwithstanding subsections (1) and (2) of this section, a landlord may bring an action for possession if:

(a) The violation of any applicable housing code was caused primarily by lack of reasonable care by the tenant or other person in the tenant's household or upon the premises with the tenant's consent; or

(b) The tenant is in default in rent five days after rent is due unless otherwise agreed to by the landlord and tenant.

The maintenance of the action shall not release the landlord from liability under [subsection \(2\) of section 76-1498](#).

76-14,107. Landlord, manager; relieved of liability; when

(1) A landlord, who conveys a mobile home park in a good faith sale to a bona fide purchaser shall be relieved of liability under the rental agreement and the Mobile Home Landlord and Tenant Act as to events occurring subsequent to written notice to the tenant of the conveyance.

(2) A manager of a mobile home park shall be relieved of liability under the rental agreement and the Mobile Home Landlord and Tenant Act as to events occurring after written notice to the tenant of the termination of his or her management, except that such notice shall not terminate any agreement or legal liability arising prior to the notice.

76-14,108. Death of tenant; effect

(1) If a tenant who is not the sole owner of a mobile home dies during the term of a rental agreement, the surviving joint tenant or tenant in common in the mobile home shall have all rights, privileges, and liabilities the same as the deceased tenant had.

(2) If a tenant who is the sole owner of a mobile home dies during the term of a rental agreement, the tenant's heirs or legal representative, or the landlord, may cancel the tenant's lease by giving thirty days' notice to the other, and the heirs or legal representative shall have the same rights, privileges, and liabilities as the tenant had.

76-14,109. Removal of abandoned mobile home; conditions

If a tenant abandons a mobile home on a mobile home space, the mobile home may not be removed from the mobile home space by the tenant or his or her agent without a signed written authorization from the landlord granting clearance for removal, showing all money due and owing paid in full, or an agreement reached with the legal owner and the landlord. A mobile home shall be considered to be abandoned if the tenant has defaulted in rent and has, by absence of at least thirty days or by words or actions, reasonably indicated an intention not to continue the tenancy.

Nothing in this section shall prohibit a landlord from removing an abandoned mobile home from the mobile space and placing it in storage at the owner's expense or from utilizing any other legal remedy.

76-14,110. Landlord; assessment contract authorized

Nothing in the Mobile Home Landlord and Tenant Act shall prohibit a landlord from contracting with tenants in order to provide services or facilities on an assessment basis.

76-14,111. Applicability of act

The Mobile Home Landlord and Tenant Act shall apply to rental agreements entered into, extended, or renewed after January 1, 1985.

The statutes are current with all 2008 legislation.

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