

Nebraska Notice of Noncompliance
14/30 Day Notice in Accordance with § 76-1431

TO: _____

You are hereby notified that you have breached your rental agreement and your lease will terminate on _____, 20____ {a date no less than thirty (30) days from the date of this notice} unless, within fourteen (14) days of this notice, the following acts and omissions which constitute the breach are remedied:

Your breach is described as: _____

If checked here you may remedy such breach by the payment of damages in the amount of \$ _____ within fourteen (14) days of this notice.

You are further notified that pursuant to Nebraska Revised Statutes, § 76-1431, if substantially the same act or omission occurs within six (6) months of the date of this notice, your rental agreement will be terminated upon fourteen (14) days notice.

Landlord hereby reserves the right to inspect the premises on or about the ____ day of _____, 20____, to confirm whether or not you have complied with this notice.

This notice shall not constitute a waiver of any other notice issued prior hereto or concurrently with this notice. All prior or concurrent notices shall be cumulative and all rights are hereby reserved to proceed on any or all notices, independently or collectively.

Dated: _____ Signed: _____

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was mailed first class postage prepaid on: _____ to the following address:

_____, Nebraska _____

Instructions for:

Notice of Noncompliance, 14/30 day notice

When to use this form:

When a tenant has failed to pay the security deposit, utilities required under the rental agreement or otherwise breached the rental agreement, violated the provisions of the landlord and tenant act or the housing code or is disturbing the peace and quiet of neighbors you must give the tenant 14 days to correct the breach.

How to use this form:

The landlord, must notify the tenant of the breach with sufficient specificity. The tenant, according to law, must be given 14 days to cure the breach. If they fail to correct the problem, the lease will terminate without further notice on the date indicated in the notice (at least 30 days from the date of the notice). If the tenant fails to correct the breach, it is customary to send a reminder that you expect the tenant to vacate on the date indicated and to prorate the rent if necessary. If the tenant cures the breach, the lease is automatically reinstated.

Fill in the names of the known occupants, the breach(es) and a date at least 30 days from the date of the notice when the lease will terminate. Serve a copy on each occupant of the property.

How to serve:

The notice must be served either by:

- 1) mailing a copy of the notice regular first class mail to the tenant, or
- 2) delivering the notice "in hand" to the tenant/occupants.

Procedure:

In the event that the tenant refuses to vacate the premises following the proper service of the notice, an eviction action pursuant to the landlord and tenant act may have to be commenced. Trial will be scheduled no less than 10 days, nor more than 14 days after the filing of the Petition. If the landlord is successful in obtaining a judgment for possession, the Sheriff or Constable has up to 10 days to execute the Writ of Restitution restoring the premises to the landlord. Note that if the property concerns residential property, the Disposition of Personal Property Landlord and Tenant Act may apply.

Waiver:

If you specify a termination date not corresponding with the end of the rental period, be sure to prorate rent to that date and do not accept rent beyond that date. Doing so will amount to a waiver of the notice.

Legal Disclosure:

This memo and the attached form is not intended to constitute specific legal advice. The user assumes all responsibility for its use or mis-use unless a full and candid disclosure of all relevant facts is made to the Beran Law Office. We urge you to consult with us or another attorney if you do not fully understand how to use this form or for any matter that you do not fully understand. The Beran Law Office is not responsible for any loss or damage caused by use of the form and memo.