

Fair Housing Center of NE-IA



Know Your Fair Housing Rights

Housing discrimination can occur in ways that mask the true intent of the landlord or seller. Even problems that appear on the surface to be a landlord-tenant dispute may be a discriminatory practice. If something doesn't seem right, it is best to discuss the problem with the staff of the Fair Housing Center. Our staff can help you determine if your case is one of possible discrimination, or a landlord-tenant problem, and then counsel you on how to proceed. The Fair Housing Center offers all of its services without charge to you.

State and federal laws exist to protect your housing rights. It is unlawful for anyone to discriminate against you in your housing due to your

- Race or Color
- National Origin
- Sex
- Religion
- Disability (physical or mental)
- Familial status (pregnant or having children under age 18 in your family).

In addition, retaliation for opposing an unlawful housing practice or for exercising rights guaranteed under the law is prohibited. Additional protections exist under state or local laws:

- Iowa: sexual orientation & gender identity;
- Lincoln, NE: marital status,
- Omaha NE: age (over age 40) and marital status.

These fair housing laws have the common purpose of eliminating discrimination housing practices, including

- Refusal to show you an available rental unit or home for sale, or to deny that a property is available for sale or rent;
- Refusal to transmit an offer to buy or rent a dwelling;
- Refusal to actually rent, lease or sell to you;
- To create unequal terms, condition or privileges on sales or rental, including demands of sexual favors in exchange for housing;
- To limit housing choices by “steering” people to pre-determined areas of a city or even buildings within a complex;
- To play on racial stereotypes and fears to induce sales (“blockbusting”)
- To limit sales, financing and insurance based on the racial composition of the neighborhood (“red-lining”)

In addition, the law contains specific protections for people with disabilities. Landlords must make reasonable accommodations to policies or practices if related to your disability (such as allowing you to have a service or companion animal despite lease restrictions on “pets”). They must also allow you to make reasonable modifications to your unit if related to your disability. These matters are fact-specific, and you should contact the Center for help.

If you believe that you have been discriminated against in any housing transaction (rental, sales, financing or insurance) you have the right to have your complaint investigated by the U.S. Department of Housing and Urban Development. The Fair Housing Center can help you prepare your complaint to HUD. You have 365 days from the date you were subjected to a discriminatory housing practice to file your complaint, and two years from that same date to file a lawsuit in the federal court if you so choose.

Landlord-Tenant Checklist

The most common landlord-tenant problems brought to the Fair Housing Center can be avoided or more easily resolved if you do the following.

- Get a copy of your lease at the time you sign it. If the landlord does not want you to have a copy of the lease, it is a sign of problems to come.
- If you have an oral lease, either party can cancel the arrangement with written notice given at least 30 days before your next rental due date. Rent is always due on the first unless you have otherwise agreed, even if the landlord gives you a 3 or 5 day grace period before late fees.
- If you have a written lease, safeguard your copy. This is a binding contract that spells out your obligation to the landlord and the landlord's obligations to you. Read your lease and understand it, or ask any questions you have before you sign it.
- Inspect the apartment before signing the lease or giving the landlord a deposit. Make sure the electrical outlets, faucets, and toilets work properly, the locks are in working order, etc. Do not assume repairs will be made after you sign the lease. Sign the lease after the repairs are made, or after you have a list of the needed repairs and when they will be fixed signed by the landlord.
- Before moving in, make a record of the apartment condition and ask your landlord to sign it. Keep your copy and when you move out, go through the apartment with the landlord and have him note the conditions in the apartment and sign your checklist again. Nebraska Legal Aid has a housing handbook containing a form you can use for this purpose. The handbook is available through the Fair Housing Center website.
- If your landlord will not sign the checklist, it is a sign of bad things to come. If you decide to move in anyway, fill it out and take photos of the apartment before you move in. If your camera does not imprint the date & time, sign and date the back of each photo. When you move out, take photos again, as noted above. This is your evidence if the landlord makes a false claim for damages and refuses to return your security deposit.
- Verbal arrangements do not override different terms in a written lease. If you talk to your landlord about a problem, keep a record the date, time, content of the conversation and to whom you talked.
- Never pay in cash without getting a written receipt right when you pay. Some landlords promise to send receipts for cash but do not. If taken to court under these conditions, you will have no proof that you paid rent. If you do not have a checking account, buy a money order. Always keep your rent receipts or money order records in a safe place.
- Never sign a "rent to own" contract without having an attorney review it. Most of these arrangements are scams.

Know your rights! If you have problems with your housing and need help, call us.

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(a program of Family Housing Advisory Service, Inc)
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<http://www.fhasinc.org/fair.htm>