



Looking for an Apartment

1. **Look for *For-Rent* Signs.** Many landlords do not advertise in the papers or online. You may need to walk or drive around different neighborhoods, looking for *For-Rent* signs.
2. **Look for Housing You Can Afford.** If you have a low income, you may be able to get an apartment where you pay a lower, “subsidized” rent. Get a list of public and subsidized housing in your area. Call *First Call for Help* statewide at 211 (or 651-291-0211 from a cell phone).
3. **Get Help.** There are agencies that offer free lists of apartments and other help in finding a place. Call 211 for *First Call for Help* (or 651-291-0211 from a cell phone). You can search for housing online at www.housinglink.org.
4. **Make a Good First Impression.** When you call about an apartment, make sure that your house is quiet. Dress nicely when you go to look at the apartment. If you can, get child care so you can focus on making a good impression on the landlord.
5. **Watch Out for Discrimination.** It is illegal for a landlord to discriminate against you because of your race, because you have children, because you get welfare, or because you have a disability, and other reasons. See our fact sheet, [Housing Discrimination](#).



If you sense discrimination, call for help right away. You can call:

- your local legal aid office
 - the Minnesota Department of Human Rights at (651) 296-5663 or 1(800) 657-3704
 - the US Department of Housing and Urban Development (HUD) at 1(800) 669-9777
6. **Get a Good Reference from Your Current Landlord.** Talk to your current landlord before you start looking. Make sure you can get a good reference. If you have problems with the landlord, try to clear them up now so that you do not get a bad reference. If your landlord is going to give you a bad reference, look for someone else to give you a good reference. It could be a different landlord you had, an employer, a religious or community leader, or some other respected person. Be ready to explain why your landlord won't give you a good reference.

7. **Don't Waste Time or Money on Applications Unless You Have a Good Chance of Getting the Apartment.** Read the application before you fill it out. Application fees should be used by the landlord to do things like pay for rental history and credit checks on you. Always ask for a receipt for the application fee. The landlord has to give you one. If the receipt is part of the application form, make sure you get a copy of the application.



Before a landlord can take an application or screening fee, he must give you **in writing** a list of criteria (standards) he uses to decide who to accept as a tenant. Keep this list. It is important because the landlord does not have to return your application fee if he decides not to rent to you because of any of the things on the list.

He also has to give you the name, telephone number, and address of the tenant screening service he will use to get information about you.

If he decides not to rent to you, the landlord has to tell you why within 14 days of turning down your application.

If there is something in the list of criteria that might make a landlord turn you down, tell the landlord about it before you apply. It could be an eviction, criminal history, bad credit, or bad relationship with a prior landlord. A good landlord will tell you up front that he will not rent to you because of it.

- If the landlord knows that the apartment you want to rent is not available when you apply, he can't charge an application fee.
 - If the apartment is available but other people applied for the same apartment before you, the landlord has to screen the others first.
 - If someone who applied before you ends up taking the apartment the landlord has to give you back the application fee.
 - If you are turned down for the apartment for a reason that is NOT in the list of criteria, the landlord has to give the money back.
 - If the landlord does not use the whole fee to run the background checks and other things to process your application, he has to give back the part he did not use.
8. **Don't pay a "pre-lease deposit" without an agreement in writing.** Some landlords ask for a deposit to "hold" an apartment before you sign the lease. This is called a "prelease deposit". A landlord can't take a prelease deposit unless there is an agreement in writing with you about what happens with this money if you do not get to rent the apartment or house.

This agreement is something different from the lease and the landlord must give you this paper BEFORE you pay the prelease deposit.

Read it before you sign it. The agreement must say:

1. under what conditions the deposit will be returned to you and
2. that the deposit will be returned to you within 7 days if one or more of the conditions happen.

For example, the agreement might say that if the landlord turns you down the deposit will be returned to you in 7 days. Or the agreement could say that if the landlord decides to rent to you, but you decide not to take the apartment, they don't have to return the deposit.

If the landlord does not give you a written agreement, you can sue to get the deposit back. The penalty is the amount of the deposit plus $\frac{1}{2}$. If you do sign a lease and move in, the landlord must credit the "hold" money to your security deposit. If you do not move in, you may lose the money.

- 9. Fill Out Applications Carefully.** You usually have to list where you have lived for the past 2 or 3 years. Make sure you get all the addresses and dates right, and don't skip anything. Even places where you only stayed a month or two. If you do, the landlord may turn you down for a false or incomplete application. Make a list of these places and bring it with you when you apply so you don't forget anything.



- 10. If You Are Turned Down, Find Out Why.** If the landlord used a tenant screening agency or credit bureau, they have to tell you which one they used. Call the agency right away to ask for a free copy of your report. If you wait too long, you may have to pay. You have the right to fix any mistakes and to explain any evictions. For more information see our fact sheet, [Tenant Screening](#).

If you have an eviction on your record you might be able to get it expunged. This means removing it from your record. See our fact sheet [Expunging an Eviction Case](#).

- 11. Never Rent an Apartment You Haven't Seen.** It is not good enough for the landlord to show you one "just like it."
- 12. Inspect the Apartment Carefully Before You Sign the Lease.** Use the checklist at the end of this fact sheet to go through the apartment. If there are any problems, have the landlord sign the checklist and agree to fix them before you move in. Save this checklist until you move out of the apartment. It may help you get your security deposit back. Look for another place if there are repair problems and the landlord won't agree in writing to fix them. Once tenants move in, landlords are not likely to fix repair problems that were there before a lease was signed. If you do move in, get our fact sheet [Getting a Landlord to Make Repairs](#).

IMPORTANT: Be careful that you do not rent from a landlord whose rental building is being foreclosed. If you move into a building in foreclosure you will probably have to move again

soon. If you got emergency assistance, you do not want to waste it on a place where you will not be staying for at least a year.

Ask the landlord if the building is behind on mortgage payments or is being foreclosed. You can also call your county Sheriff's Department to find out if the building has been through a sheriff's sale. A sheriff's sale means that there has been a foreclosure and you will probably have to move in the next 6 months or less. If you live in Hennepin County you can find out about a sheriff's sale at the Hennepin County Sheriff's Department's webpage. Go to <http://www4.co.hennepin.mn.us/webforeclosure/search.asp>.

- 13. Watch Out for Bad Landlords.** Do not rent from a landlord who will not give you their full name. Do not rent from a landlord who only gives a P.O. Box for an address. A landlord must give you a street address. Do not rent from a landlord who will not give you a phone number.

Watch out if the landlord says that they have to evict the current tenant before you can have the apartment. If you have any doubts, ask the neighbors if the landlord is good.

- 14. Read the Lease Carefully.** Check who is responsible for snow shoveling and lawn care. Check who pays for gas, lights and water. If your building has more than one unit and you pay utilities, find out if there are separate utility meters or if the landlord divides the bills up between the tenants. If the bill is divided, they have to tell you in writing **before you rent** how much the monthly utility bills have been for the entire building for the year before you plan to move in. They also have to tell you when you will be billed and how the costs are divided up.



See our fact sheet [Shared Utility Meters](#).

You can ask the landlord to make changes in the lease before you sign it. You and the landlord should put your initials next to each change.

- 15. Always Get Receipts and Don't Lose Them.** Any time you give money to a landlord, get a written receipt signed and dated by the landlord that says how much paid and what you paid for. It does not have to be on a special form. Keep these receipts. Your landlord has to give you a written receipt immediately when you pay cash in person. If you do not pay the cash to your landlord in person (like if you put it in a drop box) the landlord has to give you a written receipt within 3 business days of getting the cash.

If you pay your rent by money order, you still need a receipt from the landlord because the money order stub only shows that you bought the money order. It does not show that the landlord got it. Keep the receipt and all of the money order receipt stubs and/or copies of money orders filled out showing they were made payable to the landlord.

It is important to keep all receipts and documents for all payments and agreements. You might need this information if your landlord claims you did not pay your rent. These papers could prove you paid your rent and the landlord is wrong.

16. Give Proper Notice to Your Current Landlord. You have to tell your current landlord a full month plus one day before you are going to move out, unless your lease says something different. Check your lease to be sure because some leases have a longer notice period. Send a letter and keep a copy. It is **not** good enough to tell the landlord you are moving by phone or in person. A landlord could keep your security deposit or even charge you more than the deposit for not giving proper notice. For more information see our fact sheet [Notice to Vacate and Ending a Lease.](#)

17. Pay Your Last Month's Rent. You can't use your security deposit as your last month's rent. If you do, the landlord can evict you in the middle of the month. The landlord can also sue you for the rent and give you a bad reference.

The law is different if your landlord is losing the property because of foreclosure or because the landlord's contract for deed is being canceled.



- If your landlord is losing the property to foreclosure you can use the security deposit to pay rent for the last month of the redemption period.
- If your landlord is losing the property because their contract for deed is being canceled you can use your security deposit to pay your rent for the last month before the contract for deed is canceled.

See our fact sheet [When Your Landlord Loses the Building.](#)

Find more fact sheets at www.lawhelpmn.org/LASMfactsheets

Find your local legal aid office at www.lawhelpmn.org/resource/legal-aid-offices

Fact Sheets are legal information NOT legal advice. See a lawyer for advice.

Don't use this fact sheet if it is more than 1 year old. Ask us for updates, a fact sheet list, or alternate formats.

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MOVE-IN INSPECTION AND LEASE ADDENDUM

√	PROBLEM	DESCRIPTION
WINDOWS		
	Missing/Torn screens	
	Missing/Broken storm windows	
	Broken/Cracked glass	
	Missing/ Broken locks	
	Other	
DOORS		
	No deadbolt locks	
	Broken locks	
	Missing/Broken door knobs	
	Other	
WALLS / CEILINGS/ FLOORS		
	Chipped / Flaking paint	
	Holes or cracks in walls	
	Dirt/ Stains on walls	
	Leaky roof or ceiling	
	Holes in carpet	
	Dirty carpet	
	Missing/Broken tiles or linoleum	
	Broken Kitchen Cabinets	
	Other	
PLUMBING		
	Clogged pipes/ toilet	
	Bad water pressure	
	Dripping faucets	
	Leaks	
	Other	
ELECTRICAL		
	Smoke detector	
	Exposed wiring	
	Short circuits	
	No cover plates on outlets	
	Other	

√	PROBLEM	DESCRIPTION
FURNACE		
	Not enough heat	
	Gas leaks	
	Thermostat	
	Other	
APPLIANCES		
	Broken stove/oven	
	Broken refrigerator	
	Other	
INFESTATIONS		
	Mice	
	Cockroaches	
	Bedbugs	
OTHER AREAS		
	Bare patches in yard	
	Trash from previous tenant	
	Problem with garage	
	Leaky basement	
	Pay utility bills	
	Other	

LEASE ADDENDUM

The landlord and tenant agree to add to the lease that the landlord will make the repairs listed on this checklist by the following date:

Tenant: _____ Date: _____
(signature)

Landlord: _____ Date: _____
(signature)

Address of rental unit: _____
