



## Condemnations

This fact sheet is for tenants whose apartment has been posted with a condemnation notice because of repair problems, a lack of utilities or other health dangers. In some cities, another reason for a condemnation notice is if the landlord does not have a rental license. Sometimes the notices say, “Intent to Condemn” or Do Not Occupy.”

The condemnation notice has a vacate (move-out) date on it. Unless the condemnation is stopped, you must move out by the date, or the police can remove you. You can call the city inspector to ask for more time, but they do not have to give it to you.

### How to Stop the Condemnation or Get Help to Move

Call your legal aid office right away. You can file an Emergency Tenant Remedy Action (ETRA) to get the landlord to make repairs and stop the condemnation, or to pay for motel or moving costs.

See our fact sheet, [Emergency Repair Problems](#).

### If You Have to Move

If you have a lease, it automatically ends because of condemnation. That means you don’t owe your landlord any money for the months after the city makes you move.

There may be agencies in your area that can help you move, get to a shelter, or find a new place. Call First Call for Help at 211, statewide. If you are using a cell phone, call (651) 291-0211.

If you do not have money to move and pay for a new place, you may be able to get Emergency Assistance (EA). Call your county’s Economic Assistance Department.



**Your landlord has to return your security deposit within 5 days from the date you moved because of the condemnation.** Send the landlord a letter with an address to send your deposit. Put a date on the letter and keep a copy for yourself. See our fact sheet [Security Deposits](#).

## Suing After You Move

You can sue your landlord after you move. See our fact sheet [Conciliation Court](#). It is a good idea to do things like:

- Keep records to use in court like rent receipts, leases, and letters to the landlord.
- Get copies of the inspection orders and any condemnation notice from the city.
- If you can, take pictures of the repair problems before you move out. Make a list of each repair problem and when it started.
- Have a witness go through the apartment with you.
- Keep receipts for all your expenses from the move: motel, moving van, gas, food and storage.

If your apartment was *already* condemned when you moved in, you can sue your landlord and get 3 times the amount of rent and security deposit that you paid. Call your city inspector to find out when the city first condemned your apartment.



File your case as soon as possible. Go to the courthouse and ask to file a complaint in Conciliation Court. You can ask for up to \$15,000 in Conciliation Court, and you do not need a lawyer.

You can sue for more than \$15,000 in District Court but you might want to ask a lawyer for help.

If the repair problems caused any physical injury or illnesses, or if there was lead paint, talk to a personal injury lawyer before you file a lawsuit for rent.

You will need your landlord's name and address. You can get it from the city inspection or property tax office. There is a small filing fee, but you do not have to pay it if you have a low income. You can ask for:

- **Your security deposit:** If your landlord did not send the deposit, or a letter of explanation, within 5 days of your move-out, you can get twice the amount of the deposit. You can also ask for \$500 extra for the landlord's "bad faith."
- **Your rent money:** You can get some or all of your rent money back for each month the landlord knew about the repair problems but didn't fix them. When an apartment is bad enough to be condemned, you can ask that the rent be zero. That means you should get all the rent money back that you paid for every month the apartment was condemned.
- **Moving costs:** Ask for all the extra money you had to spend because of the condemnation. You should try to have receipts for every expense to prove it. But even if you don't have receipts, you can still ask the judge for the money.

## A Sample Complaint

Here is a sample complaint for Conciliation Court:

I rented the apartment at 71 Smith St., #3, Minneapolis, MN 55405 from John Landlord for \$700 a month. I moved in January 1, 2013. It was condemned on June 15<sup>th</sup> for no hot water and other repair problems. The hot water heater went out on March 2<sup>nd</sup>. The other problems were already there when I moved in.

Mr. Landlord did not give back my security deposit or send me a letter within 5 days.

My claim is for the following amounts:

Security deposit:	\$ 700.00
Security deposit penalty:	700.00
Bad faith damages:	500.00
Repair problems: January-February	400.00
Repair problems and no hot water, March- June	\$2000.00
Moving costs:	<u>683.84</u>
<b>TOTAL</b>	<b>\$4,983.84</b>

Find more fact sheets at [www.lawhelpmn.org/LASMfactsheets](http://www.lawhelpmn.org/LASMfactsheets)

Find your local legal aid office at [www.lawhelpmn.org/resource/legal-aid-offices](http://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.*

© 2018 Minnesota Legal Services Coalition. This document may be reproduced and used for non-commercial personal and educational purposes only. All other rights reserved. This notice must remain on all copies. Reproduction, distribution, and use for commercial purposes are strictly prohibited.