

COUNTY OF _____

Plaintiff (Tenant)

vs.

Defendant (Landlord)

RENT ESCROW

AFFIDAVIT

Minn. Stat. 504B.385

FILE NO.

Plaintiff states under oath:

1. My address is _____

2. My landlord's name is _____

3. My landlord's address is _____

4. The monthly rent is \$ _____

- 5. My landlord has violated my right to privacy under Minn. Stat. 504B.211
 - a) S/he entered my home without a reasonable business purpose or emergency
 - b) S/he entered my home without making a good faith effort to give me reasonable notice.
 - c) S/he entered my home when I was not there without giving prior notice, and did not place a written disclosure of the entry in a conspicuous place.
 - d) I sent the landlord a letter stating the privacy violations. A copy is attached.

- 6. My landlord has failed to make needed repairs and
 - a) I sent the landlord a letter describing the problems. The landlord did not fix them within 14 days. A copy of the letter is attached.
 - and/or
 - b) An inspector ordered the landlord to make repairs. The inspector's deadline has passed, and the landlord has not made all the repairs. A copy of the inspector's orders is attached.

7. As of today, the amount of rent I owe is \$ _____ I am depositing that amount with the court.

8. My best estimate is that it would cost \$ _____ for the landlord to make all the repairs.

9. The landlord has known about these repair problems since on or near the following date or dates:

10. Because of these repair problems, my apartment has not been worth the amount of rent I pay. It has been worth \$ _____ per month.

11. I respectfully ask the court for an order as follows:

a) Right to Privacy : Money damages

(i) Return to me \$ _____ of the rent I have paid.

(ii) Award me \$100 for each violation, for a total of \$ _____

(iii) Authorize me to collect this money by deducting it from the rent.

b) Lease Cancellation

Cancel our lease, order the landlord to return my security deposit in full and allow me to move without further notice.

c) Repairs

(i) Order the landlord to make all of the repairs immediately.

(ii) Reduce my rent to \$ _____ per month until after all of the repairs are done. For any repairs that the landlord does not complete by the court's deadline, authorize me to pay for the repairs myself and deduct the cost from future rent.

(iii) For the repair problems in the past months, enter a judgment against the landlord for \$ _____

(iv) If I have used an attorney, enter a judgment for reasonable attorney fees.

(v) Let me collect the judgment by taking it out of future month's rent.

(vi) Set a follow-up hearing to make sure that the landlord made the repairs and done all the things ordered.

(vii) Other: _____

I declare under penalty of perjury that everything I have stated in this document is true and correct. I also certify that, to the best of my knowledge this case is not being filed for an improper reason, such as harassment or delay, my claims are supported by the law; and there is evidence for my claims.

I know that I may be fined or sanctioned by the court if this certification is false.

Date: _____
Signature _____ Daytime phone _____