



Basic Information for Tenants

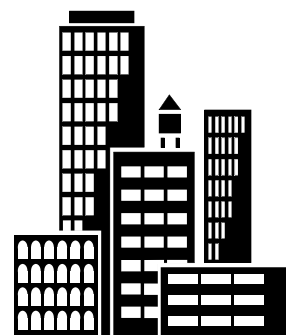
Looking for an Apartment

- Never rent an apartment you have not seen. Make sure you are looking at the apartment you want to rent. Don't let the landlord show you one "just like it."
- Don't pay an application fee unless you have a good chance of getting the apartment. If you have any bad information in your rental or credit history, tell the landlord about it before you pay the fee. You don't have to tell landlords about some information. For example, you don't have to tell them about eviction or criminal records that were expunged (erased).

Before a landlord takes an application fee, they have to give you a written copy of the things they look for in a tenant (selection criteria).

The landlord can't cash more than 1 application fee at a time for a unit. By law, you should get your money back if the unit is taken by a person who applied before you.

You should not be turned down for a unit if you meet the landlord's list of criteria. If you are, it could be a sign of discrimination. See our fact sheet [Housing Discrimination](#).



Keep all of your papers about the application and sue in conciliation court if the landlord breaks this law. The landlord has to pay extra money to you if they break this law. See our fact sheet [Conciliation Court](#).

- If a landlord uses tenant screening agency reports, they must tell you its name, address, and phone number before taking an application fee. They have to give you a receipt for the fee. If they don't, ask for one.
- A landlord can't collect a fee to get a report from a screening agency if no apartment is available.
- If you are turned down because of information in a tenant screening report, contact the tenant screening agency. Get a copy of their report. You have the right to correct any mistakes. See our fact sheet, [Tenant Screening](#).
- You have the right to be treated equally. It is illegal for a landlord to turn you down because you are a person of color, a person with a disability, a person who gets public assistance, a person with children and more.

If you suspect discrimination, call your legal aid office. See our fact sheet, [Housing Discrimination](#).

- Avoid paying a security deposit **before** you have been approved for an apartment and signed a lease. It may be hard to get it back if your application is denied.
- Some landlords ask for a “pre-lease deposit” to hold the apartment for you before you sign the lease. This is different from a security deposit. A landlord can’t collect a “pre-lease deposit” without a written agreement. The agreement should tell you how and when you get the money back. If you rent the apartment, the landlord has to put the money you paid for a pre-lease deposit toward the rent.

See our fact sheet, [Looking for an Apartment.](#)

Signing a Lease

- The landlord must use a written lease if there are 12 or more units in the building.
- Read the lease before you sign it! The landlord must give you a copy.
- Do not sign a lease until you inspect the apartment. Make a list of anything that is dirty, damaged, or broken. Ask the landlord to sign the list and agree to fix any problems. Save a copy.

It is also a good idea to take photos of those and any other problems you find after you move in. Send them to your landlord with a letter asking for repairs.



- You can bargain with your landlord to change the lease before you sign it. You should both put your initials next to each change that is made.
- Some leases have illegal things in them. You don’t have to follow those parts of the lease if you sign. For example, the law says landlords can’t make tenants be responsible for repairs. If you have questions about if the lease follows the law, talk to a lawyer before or after you sign it.
- The landlord or manager must give you their business street address. A P.O. Box is not good enough.
- When your lease runs out (usually after 1 year), you should sign a new lease, unless your lease states that it automatically renews. But check on that. Some leases that automatically renew only renew as month-to-month contracts.

If you don’t sign a new lease, you will be renting month-to-month, and the landlord can ask you to leave with only a month and a day’s notice.

It is always best to get a lease, BUT if you rent with just a verbal agreement, this is seen as a month-to-month agreement. If you ever have to go to court, you need to be able to prove you pay rent, so get and save receipts!

Family Violence and Breaking a Lease

If you are not safe because of domestic violence call: 1 (866) 223-1111.

If you are not safe because of sexual assault call: 1 (800) 656-4673.

If you or someone you live with is a victim of domestic violence, stalking or criminal sexual conduct and you think the violence will continue if you stay in the unit, you can end the lease early. BUT, if you want to end the lease early there are things you **must** do:



- you must get a copy of **one** of the following documents:
 - An **Order for Protection** (OFP).
 - A **No Contact Order** or **Domestic Abuse No Contact Order** (DANCO).
 - **Something signed by a Court Official** that says you are the victim of domestic abuse, stalking or criminal sexual conduct.
 - **Something signed by city, county, state or tribal law enforcement** that says you are the victim of domestic abuse, stalking, or criminal sexual conduct.
 - A **statement from a “qualified third party.”** A qualified third party is a licensed healthcare professional, a sexual assault counselor, or a domestic abuse advocate. There is a form that the qualified third party can use to write their statement. The form is attached to the fact sheet [Victims of Domestic Violence, Stalking, or Criminal Sexual Conduct: Your Rights in Breaking Your Lease](#).

AND

- you must give the landlord a written notice before moving. Make a copy for yourself. The law does not say how much notice you have to give but you should give as much notice as possible. The notice needs to say:
 - that you or someone living in your home is in fear of violence right now from the abuser
 - that you need to end the lease, and the date you want the lease to end. You do not need to give 30 or 60 days’ notice, and
 - what you want the landlord to do with anything you leave behind.

You still owe rent for the month you end the lease. Your landlord can keep your security deposit, but you do not need to pay anything extra to the landlord to be able to move out.

You don’t have to give your landlord any details about the abuse. Your landlord does not have the right to block your moving. Your landlord **cannot** tell anyone that you are a victim of

violence or give anyone information from your written notice or the attached document unless you give the landlord permission. The landlord **cannot** make you give the name of the abuser or perpetrator. The landlord can ask who the person is, but you do not have to tell your landlord if you think it's not safe to name the person or if you don't know the person's name.

Even if you don't do all of these things, you still can move, but you might have to pay rent until the landlord finds a new tenant.

Your landlord **cannot** evict you just because you were a victim of domestic violence, stalking or criminal sexual conduct.

See our fact sheet [*Victims of Domestic Violence, Stalking, or Criminal Sexual Conduct: Your Rights in Breaking Your Lease.*](#)

Paying Rent

- Always get a receipt for your rent payment. The landlord has to give you a receipt within 3 business days for rent paid in cash. The receipt should have the date, the amount, and the landlord or manager's signature. It does not have to be on a special form.
- In most leases, the rent is due on the first of the month. Some leases have a rent payment "grace period." If you do not pay your rent by the deadlines, the landlord can charge you late fees or file an eviction case without any notice.
- Always pay your rent on time. Your rent is your most important bill that you pay. Never count on a landlord to be patient and wait for it.



A written lease will tell you when the landlord can raise the rent. If you do not have a written lease, then the landlord can raise the rent if they give you a month and a day's written notice.

If You Have Roommates

- Be very careful in choosing roommates. If your roommate does not pay the rent, you still have to pay it. If your roommate breaks the lease, you can be evicted.
- If you have a written lease, it may say that you can't add a new roommate without your landlord saying it is ok or getting written permission. Even without a written lease, it is a good idea to get the landlord's permission.
- If your name is on a utility bill, the company can charge you for the whole bill. Utility companies try to keep track of residents and previous addresses. If you move they might charge you for the service later, at your new home.

If a utility company charges you for a bill that was in another person's name, and you never agreed to pay for it, call legal aid. Also, call legal aid if a utility company charges you for service your landlord agreed to pay for. It could be important to show a lease that proves who pays for utility charges.

- If you move out, be sure the landlord agrees in writing to take you off the lease. Otherwise, you can still be charged for the rent. Make sure your name is taken off all utilities, too.
- See our fact sheet, [Roommates](#).

Privacy

- The landlord can only enter your apartment for a business reason or an emergency.
- If it is not an emergency, the landlord must make a good faith effort to give you "reasonable" notice.
- If the landlord enters without giving you notice first, and you are not home, they must leave a note.
- If the landlord breaks this law, you can sue in Conciliation Court to get rent money back and/or to be let out of your lease. See our fact sheet [Conciliation Court](#).
- Sexual harassment by a landlord, caretaker, manager, or security guard is illegal. See our fact sheet [Sexual Harassment in Housing](#). When a landlord enters your home too many times or without the right notice, it could be a sign of sexual harassment. Call legal aid if you are worried about it.
- See our fact sheet, [Can My Landlord Enter My Home?](#)



Repairs

- When you need repairs, call your landlord right away. Do not let it wait.
- If it is an emergency (like no heat, no power or water, no hot water, broken toilet, or an intent to condemn notice), call your legal aid office right away. Ask about an Emergency Tenant Remedy Action. See our fact sheet, [Emergency Repair Problems](#).
- If it isn't an emergency, write the landlord a letter listing the problems. Keep a copy of the letter. If s/he does not fix them within 14 days, call your legal aid office and ask about a Rent Escrow case. With a Rent Escrow case, you pay your rent into court. The court can order repairs and return some of your rent to you. See our fact sheet, [Getting a Landlord to Make Repairs](#).

- You can also call a city rental inspector. Inspectors can be very helpful in getting repairs done. Call the city offices where you live to find out if it has a rental license program.
- Do not withhold payment of your rent. Do not make repairs and then deduct the cost from your rent.
- You can sue your landlord in Conciliation Court to get money back for repair problems you have had in the past. You can even sue after you move out, but you will need proof that the landlord knew about the problems but did not fix them. See our fact sheet [Conciliation Court](#).

Lock Outs and Shut-Offs

- The only way for a landlord to evict you is to file a court case called an eviction. The landlord can't change the locks, move your property, shut off utilities, or do anything else to force you out of the apartment without going to eviction court first.
- If you get locked out, call your landlord and explain that a lockout is a crime under [Minnesota Statute 504B.225](#). If they do not let you back in, call the police. If that does not work, call your legal aid office.

You can file a lock out case in court to be let back in. If the landlord locked you out, shut off your utilities, or acted in "bad faith," you can get \$500 or more plus attorney fees. You can also sue for this later in Conciliation Court. See our fact sheet [Conciliation Court](#).



- See our fact sheet, [Lock-Outs and Shut-Offs are Illegal](#).

Evictions

- If you are being evicted, read our fact sheet, [Evictions](#). Call legal aid right away.
- Your landlord can file an eviction if you don't pay the rent on time, if you do something the lease says you can't, or if you stay in the apartment after you were given proper notice to leave.
- You must get the court papers at least 7 days before the hearing.
- **Go to court and be on time**, or you will lose without even being able to talk to the judge. Go to court even if you just want more time to move out.
- If you lose and couldn't make an agreement with the landlord, the most time the court can give you to move out is 7 days.

- If you owe rent money and late fees, you must bring the money to court. If you pay all of this money in court, you will not be evicted. The court papers may list the amount of the landlord's filing fee. If not, call the court to find out. You must pay the filing fee and the service fee, but you can ask for up to 7 days to pay the service fee.
- If you held back rent because of repair problems, you must bring all the rent money to court in cash, money order or cashier's check. You will not need the late fees or filing fees but you **will** need to pay all of the rent into court and prove that your landlord failed to make repairs.

Expungements

- The court record of an eviction case is public when it is first filed. This is often before you even know about it. Companies that do background checks (tenant screening companies) can report it for 7 years or more. It is hard to have the court record erased or "expunged" so tenant screening companies can't report it.
- When you go to court in an eviction, ask the court to expunge the record if you win the case or settle it with an agreement.
- If you lose in eviction court, it is harder to convince the court to expunge your case, but not impossible.
- If there is an old eviction case on your record that is keeping you from getting housing, contact legal aid about expunging it.
- You also have the right to give an explanation of any eviction to a tenant screening company. They have to put your explanation (up to 100 words) in any report they send out.
- See our fact sheet, [Expunging an Eviction Case](#).

Moving Out

- If you do not have a written lease, you are probably renting month-to-month. Your landlord can ask you to leave if they give you 1 month and a day's written notice. In other words, if they want you out by July 31, you must get the notice by June 30.
- If you have a written lease and want to move out, check your lease to see how much notice you must give. If you do not have a lease, you must give at least 1 month plus a day **written** notice. The landlord must get the notice by the deadline. Keep a copy of the notice you send.
- You can't use your security deposit for the last month's rent. You can only skip paying the last month's rent if you paid it in advance when you moved in.



- **Leave the apartment clean.** If possible, ask the landlord or caretaker to inspect it when you move out and sign a paper saying that it is completely clean and undamaged. Take photos if you can.
- If you want to move out before your lease is up, talk to your landlord right away. You may be able to work something out, especially if you can find a new tenant for them. Otherwise, you might have to pay the rent until the end of the lease.
- If you have to move out because of repair problems or other problems that are the landlord's fault, keep proof of the problems and what you did to get the landlord to fix the problems. Send a letter to the landlord. Then you can argue that you should not have to pay rent after you have moved.
- If you were evicted or moved out and left some of your belongings behind, see our fact sheet [Getting Property Back After You Move Out](#).

Security Deposits

- As long as you give your landlord a new mailing address, they have to return your deposit within 21 days of you moving out. If they do not return all of it, they have to send you a letter explaining why. If your apartment has been condemned you can ask to get your deposit back within 5 days.
- The interest rate for deposits is 1%. At 1%, a deposit of \$500 earns about \$5 per year.
- The landlord can only deduct for damages, unpaid rent, and fees that you agreed to (like cleaning charges for things you left dirty, fees for lost keys, etc.)

The landlord can't charge you for "ordinary wear and tear" damage to the apartment. They can't have mandatory deductions for ordinary wear and tear, like automatically deducting for carpet cleaning or wall painting.

- If your landlord won't return the deposit, you can sue in Conciliation Court. See our fact sheets [Security Deposits](#) and [Conciliation Court](#).



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.

© 2021 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.