



Teeb Meem Xwm Ceev Kho Kom Sai

Emergency Repair Problems

Teeb meem xwm ceev kho kom sai yog ab tsi?

Ib qhov teeb meem xwm ceev kho kom sai txhais tias koj tsis muaj:

- Dej siv:
- Dej kub:
- Cua sov:
- Qhov cub ua noj los ci nqaij:
- Fais fab:
- Chav dev siv:
- Tej yam kev siv los sis cov chaw, xws li tsis muaj qhov rooj nram qab los sis pem qaum tsev los sis lub pob xauv, los sis tsis muaj qhov rai:

Txais daim ntawv ceeb toom yuav muab lub tsev kaw los tsoo los sis txwv tsis pub nyob lub tsev yog ib qho kev xwm ceev, qhov no qhia tias tag nrho lub tsev nyob tsis tau lawm. Ib daim ntawv tuaj ntawm tus kws kuaj tsev hauv lub zos koj nyob tuaj ces yeej yog muaj kev xwm ceev, nrog qhov tias koj yuav tau tsiv vim koj tus tswv tsev tsis muaj ntawv tso cai xauj tsev rau koj nyob.

Kuv yuav li cas?

Hu tus tswv tsev tam sis ntawd. Yog tus tswv tsev tsis kam kho los sis tsis kam daws cov teeb meem ua qhov xwm ceev, koj muaj feem mus daim ntawv hu uas Emergency Tenant Remedies Action (ETRA). ETRA muaj ib lub npe hu tias kev pab thaum muaj kev xwm ceev. Yog ib qho zoo kom ib tug kws lij choj pab koj lis daim ntawv ETRA, tiam sis koj ua koj los tau. [Hu rau koj lub chaw kev](#) cai lij choj rau kev pab los sis tswv yim.



Kuv yuav mus ua daim ntawv Emergency Tenant Remedies Action (ETRA) li cas?

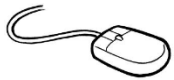
Yog yuav mus ua daim ntawv ETRA, koj yuav tsum ua li cov nram no:

- Teev cov ntsiab lus rau daim ntawv ua ke no. Koj mus muab ib daim ntawv tim lub tsev hais plaub los tau.
- Koj yuav tsum qhia rau tus tswv tsev li 24 teev ua ntej koj ua ntaub ntawv.
- Yog koj hu tsis tau tus tswv tsev, faj lus tseg qhia 24 teev ua ntej.
- Ntawm koj los lus qhia ua ntej 24 teev, qhia rau tus tswv tsev koj qhov xwm ceev hauv tsev yog ab tsi thiab koj xav kom kho tsis pub dhau 24 teev los sis koj yuav mus ua daim ntawv ETRA. Tseem ceeb heev koj yuav tsum qhia koj tus tswv tsev hais tias yuav mus ua daim ntawv ntawm.

- Yog tus tswv tsev tsis kho cov xwm ceev no ua ntej 24 teev thaum koj xa xov rau nws, koj mus ua daim ntawv ETRA tau.
- Yog koj siv tiv tauj koj tus tswv tsev mus ceeb toom nws 24-teev ua ntej, tiam sis hu tsis tau li, koj mus daim ntawv los tau.

Muaj ib tus nqi them mus ua daim ntawv no. Yog koj tau nyiaj tsawg, koj sau tau daim ntawv txo nqi hauv tsev hais plaub (IFP) thov kom tsev hais plaub tsis txhob kom koj them. Lub tsev hais plaub muaj cov ntawv no lossis koj [mus ua ib daim siv cov lus nug ib kauj ruam zui zus](#). (*lus Askiv xwb*).

Mus rau: www.lawhelpmn.org/forms.



→ Nias qhov tsis them nqi ua ntaub ntawv *Court Fee Waiver (IFP)*.

Nqa ntawv pov thawj qhia tias koj tau nyiaj tsawg, xws li tw tshev, los sis ntaub ntawv pov thawj tau nyiaj pab los ntawm tsoom fwv.

Yog tau ETRA lawm, lawv teem koj rooj plaub hais sai sai, feem ntau yog li 3-7 hnuv. Feem ntau tsev hais plaub yuav yuam kom tus tswv tsev kho cov khoom puas ntawm, thiaj li paub tseeb tias yuav tsum kho kom tiav, thiab yuav teem caij rov tuaj hauv tsev hais plaub hais txog nqi tsev thiab nyiaj nplua.

Tsev hais plaub yuav pab tau li cas?

Koj nug tau kom tsev hais plaub pab:

- Hais koj tswv tsev kho vaj tse sai li sai tau.
- Cia koj kho tsev es tshem nyiaj tawm ntawm koj qhov nqi tsev.
- Xaiv lwm tus tuaj kho los sis saib xyuas lub vaj tse.
- Txo tus nqi them tsev kom txog hnuv kho vaj tse tiav.
- Kom tus tswv tsev them rau koj mus pw tom tsev so “motel”, los sis them koj rov qab, yog tias koj mus nyob lwm qhov chaw.
- Kom tswv tsev muab lwm lub tsev rau koj nyob los sis them tus nqi rau koj tsiv mus nyob lwm qhov.



Koj nug kom tsev hais plaub muaj nyiaj nplua rau koj. Qhov nod txhais tau tias koj nug kom them cov nyiaj rov qab rau koj rau tej yam xws li:

- Cov nyiaj them nqi tsev thaum lub sij hawm uas muaj cov teeb meem tsis kho.
- Cov nqi kws lij choj.
- Tej nyiaj uas koj poob vim yog muaj tej teeb meem no, zoo li nyiaj koj them mus nyob lwm qhov chaw. Yuav tau nqa ntawv pov thawj xws li daim ntawv them nyiaj los sis koj cov tshev sau mus them nqi uas rov xa tuaj.

Cov ntawv Qhia Tseeb yog qhia kom paub txoj kevcai xwb TSIS yog muab txwv yim txog txoj kevcai. Mus ntsib ib tug kws lij choj rau tswv yim. Tsis txhob siv daim ntawv qhia tseeb yog tias nws qub tshaj ib xyoos lawm. Nug peb txog cov hloov tshiab, daim ntawv qhia txog cov ntawv qhia tseeb, lossis lwm hom ntawv.

© 2021 Minnesota Legal Services Coalition. Luam tau daim ntawv no los siv rau tus kheej tsis ua lag luam thiab qhia kom paub xwb. Tagnrho lwm cov cai ceev tseg. Qhov lus sau no yuav tsum nyob rau txhua daim ntawv. Txwv tsis pub muab luam, faib, thiab siv ua lag luam.

COUNTY OF _____

_____ JUDICIAL DISTRICT

Plaintiff (tenant)

**EMERGENCY TENANT
REMEDIES ACTION PETITION**

Minn. Stat. 504B.381

vs.

FILE NO:

Defendant (Landlord)

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) " I notified the landlord that I was filing this action at least 24 hours before I filed.

or

" I tried to notify the landlord that I was filing this action by: _____

6) I have an emergency involving the loss of running water, hot water, heat, electricity, sanitary facilities, or other essential services the landlord is responsible for. My emergency is:

7) Besides the emergency, my rental unit also has the following repair problems:

8) I respectfully ask the court to issue an order including the following:

- a. Order the landlord to take care of the emergency right away.

- b. Set a hearing to check on the landlord's compliance with this order and to consider this other relief:
 - i. Give me a refund of rent I paid to cover the time period of the emergency.
 - ii. For any repairs the landlord doesn't get done by the court's deadline, fine the landlord as provided in MN Statute Section 504B.391.
 - iii. Order the landlord to make all the other necessary repairs.
 - iv. Lower my rent to \$ _____ per month until the month after all the repairs are done. For any repairs that the landlord does not get done by the Court's deadline, authorize me to pay for the repairs myself and take it off future rent.
 - v. Enter a judgment in my favor for \$ _____ to compensate me for rent paid while there were repair problems, including attorney's fees. Let me collect the judgment by taking it off my rent.
 - vi. If I am forced to move, order the landlord to put me into another apartment or to pay for temporary shelter and moving costs and to return my security deposit right away.
 - vii. Other:

9) To the best of my knowledge, I am not filing this case for an improper reason, such as harassment or delay; my claims are supported by the law, and there is evidence for them. I know that I can be fined or sanctioned by the court if this statement is false.

I declare under penalty of perjury that everything I have stated in this document is true and correct.

Dated: _____

Signature

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____