



Kuv Tus Tswv Tsev Los Puas Tau Hauv Kuv Tsev? Tus Neeg Xauj Tsev Txoj Cai Tsis Pub Lwm Tus Los Hauv Nws Tsev

Can My Landlord Enter My Home? - A Tenant's Right to Privacy

Thaum twg kuv tus tswv tsev thiaj li los tau hauv kuv tsev?

Minnesota txoj kevcai hais tias tus tswv tsev lossis tus tu tsev tsuas los tau hauv koj lub tsev apartment yog tias muaj kam haujlwm lossis xwm ceev xwb. Yog kam haujlwm no ces tus tswv tsev yuav tsum qhia koj paub ua ntej . Tus tswv tsev yuam tsis tau kom koj xee npe tso tseg koj txoj cai uas yuav tsum qhia koj ua ntej lawv yuav los hauv koj lub tsev apartment. Tej lub zos muaj kevcai tsis pub tswv tsev los hauv koj tsev. Yog xav paub, hu rau lub chaw kuaj tsev lossis tus thawj coj hauv koj lub zos.

Kam haujlwm yog dabtsi?

Txoj kevcai sau ob peb yam kev haujlwm pivtxwv hauv qab no:

- Yog lub sijhawm koj xee npe nyob yuav tag lossis koj qhia tias koj yuav tsiv tawm, tus tswv tsev coj tau neeg tshiab tuaj xyuas lub tsev apartment.
- Tus tswv tsev coj tau neeg xav yuav lub tsev apartment tuaj xyuas tau.
- Kho lossis kuaj tsev.
- Xyuas ua ntej seb yuav tu tsev li cas rau cov neeg laus.
- Tus neeg xauj tsev phov heev hauv lub tsev apartment.
- Tus tswv tsev ntseeg tias tus neeg xauj tsev ua txhaum cai hauv daim ntawv xauj tsev lawm.
- Tus tswv tsev ntseeg tias muaj lwm tus neeg nyob hauv lub tsev uas tsis tau tso cai.



Tus neeg xauj tsev khiav tso lub tsev apartment tseg lawm. Tus tswv tsev yuav tsum muaj kev xav thiab ntseeg tias tus neeg xauj tsev khiav tso lub tsev tseg lawm ua ntej nws kag mus hauv.

Tus tswv tsev yuav qhia rau kuv ua ntej li cas?

Tus tswv tsev yuav tsum “tiv tauj koj kom txaus” los qhia koj “kom koj paub ua ntej”. Qhov no txhais tau tias nyob ntawm seb qhov teebmeem yog dabtsi. Feem ntau, qhia 24 teev ua ntej tej zaum “txaus” lawm. Qhov qhia ua ntej no **tsis tas** yuav sau ntawv.

Yog tus tswv tseg los hauv koj tsev thaum koj tsis nyob lawm es tsis qhia koj ua ntej, lawv yuav tsum sau ib daim ntawv cia ncaj ke kom koj pom.

Nco Tseg: Yog tias tus tswv tsev muaj kam haujlwm thiab twb qhia koj ua ntej lawm ces koj tus tswv tsev muaj cai los hauv koj tsev txawm yog tias lub sijhawm tsis zoo rau koj, lossis koj tsis nyob tsev lawm. Yog koj hais koj tus tswv tsev tuaj kho dabtsi, qhov nov yog ib qhov kev haujlwm los hauv koj lub apartment tau.

Xwm ceev yog dabtsi?

Yog muaj xwm ceev, koj tus tswv tsev los tau hauv koj tsev tsis tas qhia koj ua ntej. Xwm ceev yog:

- Yog tias muaj dabtsi yuav tsum raug kho, muaj kev tsis ruaj ntseg hauv lub tsev, lossis muaj kev phem txhaum cai uas yuav ua rau lwm tus neeg raug mob lossis ua khoom puas hauv ib lub apartment.
- Tus tswv tsev xav tias koj lossis lwm tus neeg hauv koj lub tsev muaj xwm txheej.
- Tus tswv tsev xav tias muaj neeg ua txhaum cai.

Yog kuv tus tswv tsev ua txhaum cai nes?

Sau ib daim ntawv xa mus rau tus tswv tsev qhia kom nws tsum. Muab daim ntawv qhia tseeb no luam xa nrog mus. Sau hnuv thiab hli rau ntawm koj daim ntawv thiab luam ib daim cia rau koj. Muab 14 hnuv rau koj tus tswv tsev kom nws tsis txhob los hauv koj tsev lawm. Yog lawv tsis tsum, koj ua tau daim ntawv foob tuav nqi tsev kom tsev hais plaub hais tus tswv tsev kom nws tsum thiab them nyiaj npluas rau koj (qhov nws ua txhaum/puas).

Koj hais tau kom tsev hais plaub muab koj cov nyiaj rov qab los, thiab ntxiv \$100 nplua rau txhua zaus nkag koj tsev tsis tso cia. Koj tau pestsawg nyiaj rov qab los thiab nyiaj nplua txim li cas, nyob ntawm seb qhov teebmeem txhaum loj npaum cas. Koj hais tau kom tsev hais plaub tshem koj daim ntawv xauj tsev es koj thiaj tawm tau.



Kuv yuav pib ua ntawv foob li cas?

Nco ntsoov: Tos 14 hnuv tom qab koj xav daim ntawv mus rau tus tswv tsev tso **mam li** ua ntawv foob. Luam ib daim ntawv nqa mus rau tsev hais plaub khaws tseg.

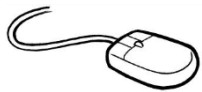
Daim ntawv kom tsev hais plaub tuav nyiaj nqi tsev (Rent Escrow) muaj nrog daim ntawv qhia no. Yuav pib ua daim ntawv kom tsev hais plaub tuav nyiaj nqi tsev no, muab nws sau kom tiav thiab nqa daim ntawv thiab koj qhov nyiaj xauj tsev mus rau lub tsev hais plaub nyob hauv koj lub nroog.

Koj tsis tas kos cov thawv ntawm daim ntawv hais txog kho tsev yog tias koj lub tsev tsis toobkas kho thiab/lossis tib qho teebmeem koj xav kom pab yog kom tswv tsev tsis txhob los hauv koj tsev xwb.

Koj tsis tas tos kom txog sijhawm them nqi tsev tso mam li ua daim ntawv foob tuav nyiaj nqi tsev. Tabsis koj yuav tsum them **tagnrho** cov nyiaj xauj tsev mus rau tsev hais plaub thaum txog sijhawm them. Yog koj tsis them kom tagnrho cov nyiaj xauj tsev mus rau tsev hais plaub thaum txog sijhawm, koj tus tswv tsev muaj cai tig rov foob ntiab koj tawm tau.

Puas tau them nyiaj los ua daim ntawv foob Rent Escrow Action?

Koj tsis tau them yog tias koj ua tau nyiaj tsawg. Nug tus neeg ua haujlwm hauv tsev hais plaub txog daim ntawv IFP (tsis tau them) lossis ua ib daim nov [tsim ib qho online](https://www.lawhelpmn.org/forms). *(lus Askiv xwb)*



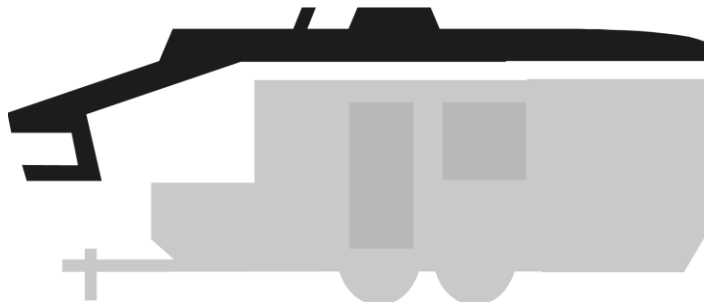
Mus rau www.lawhelpmn.org/forms.

→ Nias Court Fee Waiver (IFP)

Thaum koj ua koj daim ntawv IFP, yuav tsum muaj ntaub ntawv qhia tias koj tau nyiaj tsawg, xws li tw tshev tom haujlwm, lossis ntaub ntawv qhia tias koj tau nyiaj tsoom fww.

Txoj cai tsis pub tswv tsev los hauv tsev puas yog hais rau tsev txawb thiab?

Siv tsis tau txoj cai no yog tias koj yuav lub tsev tamsis xauj qhov chaw. Tej zaum siv tau yog tias koj xauj lub tsev thiab qhov chaw los ntawm koj tus tswv tsev.



Tsis txhob siv daim ntawv qhia no yog tias nws twb ua tawm los dhau ib xyoos lawm. Sau ntawv rau peb kom peb tau kho cov ntawv thiab muab hloov tshiab, daim ntawv qhia txhua yam uas muaj tiag nov, los yog lwm hom siv los qhia.

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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 _____

County and State where signed