

# TENANTS' RIGHTS IN MINNESOTA



**Fourteenth Edition Revised 2022**

This booklet helps people renting a place to live understand their legal rights. It is a general guide and is not meant to answer all questions. The laws talked about in this booklet change often and may or may not apply to your situation, so be sure to check for changes. For legal advice, contact a lawyer. If you have a low income and need legal help, call your legal aid office at 1 (877) 696-6529 or look for help from other programs at <https://www.lawhelpmn.org/providers-and-clinics>.

If you have a low income you can get a free copy of this booklet from your local Legal Services office. You can also find it online at [www.LawHelpMN.org](http://www.LawHelpMN.org) to view or print out. Others can purchase the booklet for \$7.48 (which includes applicable sales tax, postage, and handling) by going to [www.mnlegalservices.org/orderbooklets](http://www.mnlegalservices.org/orderbooklets). If you have questions about ordering a booklet, email us at [statesupport@mnlegalservices.org](mailto:statesupport@mnlegalservices.org).

For free information about this and other civil legal topics, visit [www.LawHelpMN.org](http://www.LawHelpMN.org).

© 2022 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 is strictly prohibited.

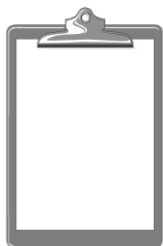
## Table of Contents

<b>Chapter 1: Before Renting an Apartment .....</b>	<b>6</b>
Inspect .....	6
Check for Code Violations.....	6
List Damage .....	7
Figure Out Your Rental Costs.....	7
Make Sure Your Apartment Is Not in Foreclosure .....	7
Application Fees .....	8
Pre-Lease Deposit .....	8
Security Deposit.....	8
Identify Owner .....	9
Discrimination.....	9
Tenant Screening .....	10
Tenant Screening Report .....	10
What If I Was Turned Down Because of a Tenant Screening Report? .....	11
Reports of Eviction Court Cases .....	12
<b>Chapter 2: Renting an Apartment .....</b>	<b>13</b>
The Lease .....	13
Fixed Term Lease .....	13
Periodic Lease .....	14
Reaching A Lease Agreement .....	14
Lease Terms .....	15
Avoid Signing a Lease That Has Illegal Things In It .....	17
Keep Records .....	17
Sharing Apartments .....	17
<b>Chapter 3: Tenant Rights and Responsibilities .....</b>	<b>18</b>
Tenant Rights .....	18
Sale of the Building .....	20
Condominium Conversion .....	20
Foreclosures.....	20
Subletting.....	21
Tenant Responsibilities.....	21
Right To Privacy .....	22
Renters' Tax Credit .....	23
<b>Chapter 4: Maintenance and Repair Problems .....</b>	<b>24</b>
Overview of Maintenance and Repair Problems.....	24
Rent Escrow .....	25
Before You Pay Your Rent into Court .....	25
Starting a Rent Escrow Court Case .....	25
Notice To Your Landlord .....	26
The Hearing.....	26
What The Court Can Do .....	26
Minnesota Tenants Remedies Act .....	27
Emergency Tenants Remedies Act .....	28
Be Very Careful If You Do Not Use the Courts for Help.....	28

Repair And Deduct.....	28
Sue For Rent Abatement .....	29
Condemnation .....	30
Retaliation.....	31
Overview of Lead Poisoning Laws .....	31
A Serious Health Problem.....	32
Screening .....	33
Health Inspections .....	33
Making The Property “Lead Safe” .....	33
Moving Back In .....	34
Legal Action .....	34
<b>Chapter 5: Changing or Ending the Lease Agreement .....</b>	<b>34</b>
Ways to Change or End a Lease Agreement.....	34
Rent Increases .....	35
Domestic Violence Victims’ Right to Break the Lease .....	36
Ending Fixed Term Leases.....	37
Ending Periodic Leases .....	37
Acceptance Of Rental Payments .....	38
Cold Weather.....	38
Surrender And Acceptance.....	38
Public And Subsidized Housing.....	38
<b>Chapter 6: Illegal Ways Landlords Attempt to Force a Tenant to Move .....</b>	<b>38</b>
Unlivable Apartments.....	38
Utility Shut-Offs .....	39
Lockouts.....	40
<b>Chapter 7: Lawful Eviction .....</b>	<b>41</b>
The Only Legal Way to Evict — Eviction Court Cases .....	41
The Eviction Hearing.....	42
Common Defenses to Eviction Court Cases .....	43
Increased Rent Defenses .....	45
Unpaid Late Fees Defenses.....	46
Notice To Move Out Defenses.....	46
Breach Of Lease Defenses .....	46
Nonpayment of Rent and Breach of the Lease Defenses.....	47
There Are Other Defenses Available In Eviction Cases .....	47
The Writ of Recovery .....	47
Storing Your Property .....	47
When Your Landlord Takes Your Things You Left Behind .....	48
Expunging or Sealing Eviction Court Records.....	48
<b>Chapter 8: Moving Out .....</b>	<b>49</b>
Giving Notice.....	49
Condition Of Property .....	50
Keys.....	50
New Address.....	50
Roommate Situations .....	50

Security Deposits .....	50
Personal Belongings and Property .....	52
<b>Chapter 9: Public and Subsidized Housing .....</b>	<b>52</b>
Public and Subsidized Housing Rights .....	52
Admission .....	52
If You Are Denied Admission to Public Housing .....	53
Rent.....	54
Evictions.....	55
<b>Chapter 10: Manufactured Home Parks .....</b>	<b>56</b>
<b>Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards .....</b>	<b>57</b>
<b>Answer Form to Landlord's Eviction Petition .....</b>	<b>58</b>
<b>Twin Cities Tenant Screening Agencies.....</b>	<b>61</b>
<b>Minnesota Standard Residential Lease.....</b>	<b>63</b>
<b>Notice to end lease due to fear of violence (Minn. Stat. § 504B.206) .....</b>	<b>64</b>
<b>Statement by qualified third party (Minn. Stat. § 504B.206).....</b>	<b>65</b>
<b>Tenant's Repair List .....</b>	<b>66</b>
<b>Rent Escrow Affidavit .....</b>	<b>68</b>

## Chapter 1: Before Renting an Apartment



### Inspect

When you are looking for an apartment, ask to see the apartment you will live in. Do not let the landlord show you one “just like it.” Inspect the apartment very carefully. Look for damage and other problems. Check the plumbing, lights, appliances, heating, electrical system, locks, and windows. Turn on the faucets, flush the toilets, open the windows, and turn on the lights. It is a good idea to write it all down, especially if you think you will apply. See the repair list in the back of this booklet and make notes about what you see. Talk to tenants who lived there before or other people in the same building. Ask if they have complaints about the building or management.

### Check for Code Violations

If you are interested in the apartment, check for records of any violations of state law or local housing codes at that address. You can do this by calling the city, calling the health department, or checking on the internet. See if there is anything you should know about the property. If you think there might be problems with the apartment when you inspect it, it is really important to do this. These agencies can tell you if anything was wrong with the apartment when it was last inspected, and what has been done to fix the problems.

**There may still be problems with the apartment even if there have been no inspections.** Many small cities and rural areas do not have inspection departments or records.

An apartment is the most common form of residential rental property. Houses, mobile homes, duplexes and condominiums can also be rented for housing. Although the term “apartment” is used throughout this booklet, most of this information applies to any form of housing you may rent for your home.

Landlords have to let you know about outstanding condemnation and inspection orders if a citation has been issued. Outstanding order means that the landlord has been ordered to fix problems, but the deadline has not passed or the work has not been done. The landlord has to let you know about these **before** you sign a lease or pay rent or a security deposit. A landlord has to give new tenants a copy of outstanding orders if

1. A citation was issued for problems that threaten the health or safety of the tenant. This includes problems in the apartment and common areas in the building.
2. An outstanding condemnation order and declaration says that the building or apartment is “unfit for human habitation.”

A landlord also has to post a notice that lists all other inspection orders about things that do not threaten the health or safety of a tenant, **but a citation has been issued**. The notice should be posted somewhere easy to see.

## List Damage

If you still want to rent the apartment after inspecting it, you may want to make a list of damages. If you made a list when you inspected, ask the landlord to sign it. If you didn't make a list then, do it now and have the landlord sign it. **Keep a copy** for your records. The list will help later if you need to ask for repairs or show that the damage to the apartment is not your fault. There is a sample checklist at the end of this booklet.

## Figure Out Your Rental Costs

Before renting an apartment, find out what it will cost to live there. Besides rent, you may have to pay for heat, water, lights, or other utilities. You can also find out the cost of utilities by getting in touch with previous tenants. There may be charges for trash collection or other services.



If an apartment has a utility meter (gas, water, electric, etc.) that measures utility use for more than just that apartment it is called a shared meter. In this case, the utility bill **must** be in the name of the landlord. There is an exception for electricity bills only. Depending on the electric company that provides the service, the bill can be in the tenant's name if the usage outside the rented apartment is small (for example, one hallway light).

With a shared meter a landlord can either: (1) install their own meter to measure the use in your unit (this is called a "submeter") or (2) divide the utility bill between the tenants who share the same meter. If the landlord splits the bill (that is, does NOT install a submeter), the way that the landlord does that and how often you will be billed has to be written out in the lease. The landlord has to give you copies of utility bills for the building for the last 2 years.

If a new landlord took over the building less than 2 years ago, you can only get copies of utility bills from the time the new landlord took over.

## Make Sure Your Apartment Is Not in Foreclosure

Before you sign a lease, the landlord must tell you if the property is in foreclosure. If the landlord does not tell you the property is in foreclosure, you can go to court and ask for \$500 in civil penalties from the landlord. If you become a tenant and the property is or goes into foreclosure, you have the right to stay there past the end of the foreclosure period. There is one exception: if the new owner will live there. In that case, you must get a 90-day notice to leave. Make sure you have all the information you need before you sign any lease.

## Application Fees

You may have to pay an application fee (also called a screening fee.) This money covers the cost of checking your references, credit, and criminal history. The landlord must screen tenants one at a time and can only take one application fee at a time. For example, the landlord can't take several fees at once from different applicants.

Ask the landlord what happens to this money if you do not rent the apartment. Find out if you will get it back. A non-refundable fee is money that you will **not** get back. It should be a "reasonable" amount. A landlord has to give the money back if they never use it to do a background screening on you. **Get a receipt** when you pay an application fee.

Before charging you an application fee, a landlord must tell you

- 1) what kinds of things will automatically disqualify you as a tenant and
- 2) the name, address and telephone number of the tenant screening company they will use to check your background.

Make sure you are completely honest on the application. If you lie or leave out important information, the landlord can sue you and get money from you.

## Pre-Lease Deposit

Some landlords ask you to put money down if you are interested in an apartment. This is called a "deposit-to-hold" or pre-lease deposit. It is different from a security deposit because you pay it at the time you apply for the apartment. This is **before** the landlord does a background check and agrees to rent the apartment to you. **This is not an application fee.**

A landlord cannot charge you a pre-lease deposit without a written agreement. The agreement might be part of the application. Read everything carefully before you sign it. The agreement will have the rules about you getting the money back or not. If a landlord does not rent the apartment to you, they **have to** return your pre-lease deposit. If the landlord does rent the apartment to you, the pre-lease deposit has to be put toward the security deposit or the rent. But, if the landlord says you can rent the apartment and you turn it down, the landlord is allowed to keep the pre-lease deposit money. It all depends on what your written agreement says. **Read the agreement before you sign it.**



## Security Deposit

Always ask if you have to pay a security deposit. If you do, find out how much it will be and what it covers. When you pay it **get a receipt**. Make sure that the receipt is clearly marked "damage deposit" or "security deposit."

## Identify Owner

It is important to know who your landlord will be and who the owner of the building is. You should also know how to contact the landlord or owner.

The building owner's name and address must be posted in a prominent place in the apartment building. Ask to have it pointed out to you.



## Discrimination

Landlords cannot refuse to rent to you because of

- your race
- color
- creed
- religion
- national origin
- sex
- marital status
- sexual orientation
- disability
- age (in St. Paul only)
- the fact that you have children (with some exceptions)
- the fact that you get public assistance or a rent subsidy.

It is illegal discrimination for a landlord to turn down your application, cut services, raise rent, or evict you for any of these reasons.

If you have a disability that affects your housing needs, you may have the right to get a “reasonable accommodation.” Reasonable accommodations are changes that make it possible for you to get into, keep or use the housing. Reasonable accommodations can be things like:

- Asking for extra time to avoid eviction and get services to help you follow the rules of the lease. For example, housekeeping services to clean an apartment, a social worker to help fix arguments with the landlord or other tenants, or medical services to prescribe medication which could help you better follow the rules of the lease.
- Asking for permission to keep a service dog or another animal that you need in the home because of your disability. In most cases, the landlord can ask you to provide letters or other proof from a doctor or other professional who knows your disability. You have the right to a service or support animal even if there is a “no pets” policy. If you are entitled to a reasonable accommodation for this purpose, the landlord can’t charge you extra for the dog or other animal.
- A reserved parking spot close to the apartment door if you have trouble walking. You can ask for a reserved spot even if parking is usually on a first come, first served basis and there are other spots in the lot with “handicapped parking” signs.

If you prove you are being discriminated against, you could get money, housing or other relief.

If you feel that you have been discriminated against by a landlord, contact a lawyer. Here are some agencies that may be able to help you:

- Legal Aid (877-696-6529)
- Housing Discrimination Hotline - US Department of Housing and Urban Development (HUD) (800-669-9777, TTY: 800-927-9275)
- Minnesota Department of Human Rights (800-657-3704, TTY: 612-296-1283)



### Tenant Screening

Landlords often use tenant screening companies to find out about a tenant before renting to them. Screening companies report information like rental history, unlawful detainers (evictions), credit history, and criminal records. State and federal laws control these companies. **You may have the right to sue the tenant screening company if it does not follow the law.** Contact a lawyer or your local legal services office at 1-(877) 696-6529 if you are having problems with a tenant screening company.

### Tenant Screening Report

You have a right to a copy of your tenant screening report. A tenant screening company has to give you a copy of your tenant screening report when you ask for it. The tenant screening company may make you pay for a copy of the report, but they cannot charge you more than \$9. **If you have been turned down for housing in the past 30 days because of information in the report, your copy of the report is free.**

It is a good idea to see the written information a tenant screening company may have about you. If the tenant screening information is bad, it could make it hard to find a landlord to rent to you.

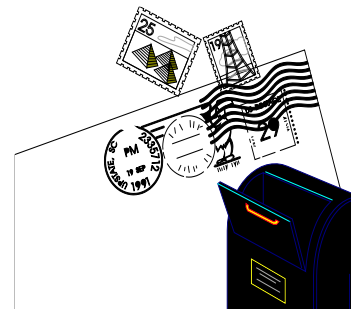
A tenant screening report must be correct. Sometimes they have wrong information about a tenant. This may happen for many reasons. The most common reason is that a tenant may have a common name (for example, George Jones). In this case, information about other people with similar names might show up on your tenant screening report. A report may also be wrong because it gives information that came from bad sources. Tenant screening reports have to list a date of birth and the full name of the tenant if available. This helps cut down on the number of mistakes.

You have a right to question any information in your screening report. If you think your screening report has things that are wrong, the tenant screening company has to investigate your claims. If their investigation shows that the information is wrong, or if the information

cannot be confirmed, the tenant screening company must correct or erase it. You also have the right to explain things in the report and why you disagree with them.

## What If I Was Turned Down Because of a Tenant Screening Report?

If the landlord charged you an application fee, they have to give you the name, address and telephone number of the tenant screening company they use. If you are turned down because of your tenant screening report you should check what is on it.



- Go to or write to the tenant screening company and ask for a written copy of the report. Remember, if you ask within 30 days of being turned down for housing, the copy is free. Otherwise, you must pay for a copy of the report.
- You have to show identification when you ask for a copy of your tenant screening report. If you are sending your request by mail, make sure you send a copy of your ID card or license with your letter.
- The tenant screening company must act quickly when you ask for a copy of your report. This means that if you appear in person at the office during normal business hours, the tenant screening company must give you a copy of the report at that time.

If you mail your request and ask that it be sent to you, the tenant screening company must mail you a copy of your report **within 5 business days**.

You can also ask for a “phone disclosure.” This means they will read your report to you on the phone. To ask for a telephone disclosure, send a written request, along with a copy of your ID. Your request should state a day that you will call, and that you want the report read to you that day. If you ask for phone disclosure, the tenant screening company has to read the report to you by phone on the day you stated in your written request. Remember, phone disclosure does not protect your rights to get a free written copy of the report. You should get a written copy of the report.

- Read the tenant screening report carefully. Look for information that might be wrong. The report must show all information the company has about you in its files, plus where the information came from.
- If the report has wrong information, ask the tenant screening company to investigate it. It is best to ask for this in writing. Keep a copy of your letter for yourself.
- The tenant screening company must investigate any information that you say is wrong. The investigation may show that the information is wrong or cannot be confirmed. If that happens, the tenant screening company must delete that information from the report.

- Ask the tenant screening company to send a notice to everyone who got a copy of your report in the past 6 months. The notice should tell them that the information is wrong and has been taken off your report. The tenant screening company will not send this notice unless you ask them to. It is important that you do this.
- You have the right to tell "your side of the story" on all information listed in your report that cannot be taken off of the report. It is a good idea to do this so that you can explain why bad rental information is in your report.



**Your written explanation must be 100 words or less.** The tenant screening company has to add your written explanation to your tenant screening report. They must also send out your written explanation with all copies of your tenant screening report in the future.

#### For example

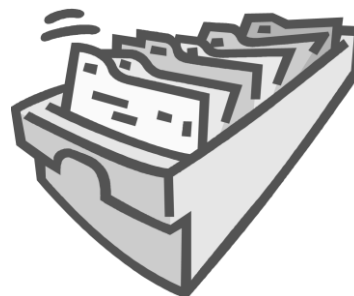
Your landlord tried to evict you last year for not paying your rent. You stopped paying rent because he did not make repairs that the city ordered him to make. At the hearing, you won and got to stay in your apartment. But the fact that he tried to evict you can stay on your report. If you explain the details on your tenant screening report, future landlords will know that you are not a bad tenant.

### **Reports of Eviction Court Cases**

If an eviction hearing has already happened, the tenant screening company must put in the report what happened at that hearing. The court reports the decisions in eviction cases (also known as unlawful detainers) by using codes. These codes tell if the tenant was evicted for nonpayment of rent, or breach of a lease, or other reasons. It also tells if the tenant won the case because repairs were not made or if there was a settlement between the landlord and tenant.

For eviction court cases filed against you, the tenant screening company must give the outcome of the case in the report. But this is only if the outcome of the case is available when the tenant screening report is asked for. Because of this, some reports may not list all the information. If this happens to you, tell the landlord and the tenant screening company what happened at the court hearing, who won and why. Send a written explanation to the tenant screening company and ask that it be put in your report.

Tenant screening reports should not include cases that have been expunged from your record. “Expungement” means sealing the public record of a court action. See “Expunging or Sealing Eviction Court Records” on page 48 for more information about getting an expungement.



You have to tell the tenant screening agencies that an eviction has been expunged. If one tenant screening agency is reporting an expunged eviction, contact all the tenant screening agencies in Minnesota to let them know. The law says that a screening company may not report an eviction once the company knows it has been expunged. A list of Twin Cities tenant screening agencies can be found in the back of this booklet. You may also be able to get a list of tenant screening agencies from court clerks.

## Chapter 2: Renting an Apartment

### The Lease

A “lease” is the agreement a tenant makes with a landlord to rent a place to live. A lease is usually in writing, but it may be verbal. A lease has to be in writing if the rental period is for more than 1 year. Some landlords of smaller buildings like to have only a verbal agreement with a tenant. This is legal but it is in your best interest to have a written lease. If the apartment is in a building with 12 or more units, the landlord **must** use a written lease.

When you have a written lease, the landlord has to give you a copy of the lease. If a landlord refuses to give you a copy of the written lease, the landlord might be prevented from using the lease in court.

Generally there are 2 types of leases, **fixed term leases** and **periodic leases**. The type of lease you have may affect your legal rights as a tenant.



### Fixed Term Lease

A fixed term lease is a lease for a set period of time. This type of lease ends on a specific date. Your right to stay in the rental property ends on that date. The most common fixed term leases are for 6 months or 1 year. To end a fixed term lease on the date stated, you do not usually have to give your landlord advance written notice. Some fixed term leases will say that you have to, but it has to be written in the lease. Rules may be different if your rent is subsidized by the government. See “Chapter 9: Public and Subsidized Housing” starting on page 52.

You may be able to stay after the end of a fixed term lease if you and the landlord agree to it. You may also be able to stay if your landlord accepts rent from you after the lease ends. If the landlord accepts rent after the lease ends but you do not sign a new lease, you are

automatically on a periodic month-to-month lease.

Some fixed term leases have an **automatic renewal**. This means that the lease is renewed (extended) for the original period of time unless you give your landlord proper advance written notice that you plan to move out at the end of the lease term. The landlord must give you advance notice that the lease will automatically renew. Advance notice must take place 15 – 30 days before your notice-to-move deadline. Check your lease for your notice deadline. If the landlord does not give notice, the lease is not renewed for the original period. If the landlord does give you notice of the renewal, you must give written notice to your landlord of your intent to move before the deadline. Otherwise you could be held responsible for all the rent covering the lease term when you move.

## Periodic Lease

This is a lease that does not have a specific or set ending date. It goes from one rental period to another until the landlord or the tenant ends the lease. The month-to-month lease is the most common kind of periodic lease.

To end a periodic lease, **the landlord or tenant must give written notice at least one full rental period in advance**. This means that if you want to end the lease, you must give your landlord your **written notice** the day before the final month's rent payment is due. If your landlord wants to end the lease he or she must give you **written notice** in the same manner.

For example, you are a tenant in a month-to-month or **periodic** lease, and you want to move out by June 1. Your last month will be May and your rent for May is due May 1. You have to give your landlord your written notice that you want to move out by midnight, April 30.

## Reaching A Lease Agreement

Whatever kind of lease you end up having, it is a good idea to put it in writing to avoid problems later between you and the landlord. If the landlord will not put the agreement in writing, send the landlord a letter saying what you think the rules of the lease are. **Keep a copy of this letter for yourself. A verbal agreement can be as legal and binding as a written agreement, but it is harder to prove what was in the agreement. A copy of your letter can help you prove what you and the landlord agreed to when you talked.**



Before signing a written lease with a landlord, read all papers carefully. **Make sure you fully understand the agreement before you sign it.** If you want to change any of the lease terms, you should do the following:

1. Discuss different lease terms with the landlord. Calmly and politely tell the landlord the changes you want made. If the landlord will not agree to your changes, calmly and politely explain why you want the changes. See

if you and the landlord can agree to wording that you are both happy with.

2. If the landlord agrees to your changes, **write** all the changes you both agree to on the written lease. This is important because if you have problems, you may not be able to prove changes that you agreed to verbally.
3. You and your landlord should write your initials next to all changes.
4. After all changes have been made and initialed; you and your landlord should sign the lease.

You can also ask the landlord to sign a lease that **you** have written. See page 63 for a link to a sample lease form.

**ALWAYS KEEP A COPY OF THE LEASE FOR YOURSELF**

## Lease Terms

The lease binds both the landlord and you to the terms of the lease. That means both you and the landlord must follow the rules of the lease. These are things like

- when the lease starts and when the lease ends
- when rent is due
- when notice to move must be given
- the amount of the security deposit and what it covers
- times when the landlord may enter the apartment
- parking rules
- who pays the cost of heat, lights, water, and other utilities
- how repairs are made
- garbage disposal
- pets
- guests
- subletting
- appliance maintenance

The landlord cannot say that you have to do repairs or maintenance duties (like yard work) unless you agree to it in writing and you are paid for the work. You can be paid by having a lower rent or direct payment from the landlord, but your lease has to say exactly how much you are being paid for doing the work.

The landlord may ask for your full name and date of birth on the rental application and may put this information on your lease.

Minnesota law caps the amount that can be charged as a periodic late fee at 8% of the unpaid rent. If you live in subsidized housing (for example Section 8) the late fee may be higher only if federal law allows it.

You are automatically entitled to legal fees if you have to defend a lawsuit or you have to sue the landlord over something that, in the lease, the landlord could get legal fees for if the landlord sues you.

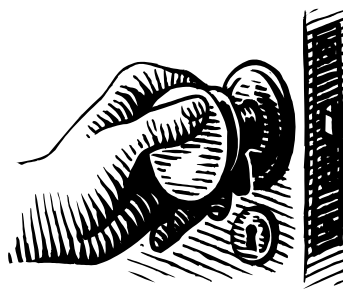
If your lease requires to move out before the end of the month, the landlord cannot charge you a full month's rent for the last month. The landlord can only charge you for the days that month that you still lived there.

By Minnesota law, every written or verbal lease assumes that certain illegal activities will not be allowed on the property by the tenant or the landlord. Illegal activities are things like allowing prostitution or prostitution-related activity, the unlawful use or possession of a firearm, or the manufacture, purchase, possession, sale, distribution or presence of illegal drugs or stolen property anywhere on the premises, including the common areas. **This law cannot be taken out or changed by the landlord or the tenant.**

If you violate this promise, your right to live there ends. The landlord may file an eviction court complaint (also called an unlawful detainer) against you for violating these rules. A landlord can do this without advance notice if these rules are broken. The eviction hearing may be scheduled as soon as 5 days after the landlord starts the eviction process.

There are some lease terms which you should watch out for. Check that your lease **does not** have the following things in it.

- Allowing the landlord to come into your apartment at **any** time. A landlord may not enter your home unless they first give you notice, unless it is an emergency. If your lease says that your landlord can inspect or show your apartment to new tenants at any time, without the landlord making a good faith effort to give you reasonable notice, it is an illegal lease term and you should ask to have it changed. Change it to read "the landlord can come into the apartment only at reasonable times with 24 hours advance notice to make repairs or to show the unit to prospective tenants." See "Right To Privacy" on page 22. **Remember to have the landlord initial the change on the written lease.**
- An "acceleration or escalation clause." This means that you have to pay the rent due for the whole lease period if you are late in paying the monthly rent.
- Allowing the landlord to make new rules that **automatically** take effect or to make **unspecified** (unnamed) rent increases during the lease period.



## Avoid Signing a Lease That Has Illegal Things In It

Some common examples of illegal lease terms include those that

- State that the landlord can evict you without a court hearing
- State that the landlord does not have to make repairs or maintenance as required by law
- Allow the landlord to avoid paying for damage to your property even if the damage is the landlord's fault or
- Allow the landlord to keep your security deposit just because you move out within a specified period, such as 6 months.

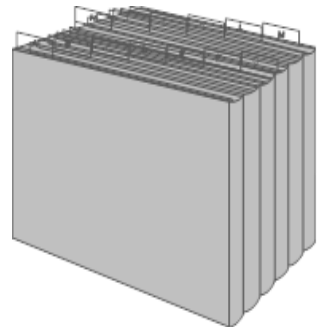
The landlord may not be able to enforce illegal lease terms. So, if you signed a lease that has an illegal lease term you do not have to obey it.

## Keep Records

When you rent an apartment, keep your rental agreement, deposit and rent receipts, inspection list, letters, and all papers about your apartment in one safe place.

It is especially important to **keep all receipts** for money paid. Your landlord must give you a receipt for the rent if you pay in cash.

If you pay with a money order, you still want to get a written receipt from the landlord. **But a money order stub is counted as proof that you paid your landlord if the stub is in the amount of the rent, has a date that is on or close to the date the rent was due, and is made payable to the landlord.** If your landlord shows that rent was not credited to a rent ledger, you may have to prove the money order was sent and received.



Be careful if it seems like the landlord does not want to give you a receipt. This may mean that other problems will come up in the future.

## Sharing Apartments

Be careful when choosing roommates. You can be evicted if your roommate breaks the lease. You could also be financially responsible if your roommate doesn't pay his rent. If more than one person rents the house or apartment, each person is legally responsible for paying **the whole rent**. This means that if one roommate does not pay their share, someone else will have to cover it. If your roommate moves out, you will have to pay the whole rent or the landlord can evict you. But you can sue the other tenants if they leave without paying their share of the

rent. In some cases, your lease may say that you are only responsible for your share of the rent. Contact a lawyer or tenant advocate if this happens to you.

## Chapter 3: Tenant Rights and Responsibilities

### Tenant Rights

As a tenant in Minnesota, you have the following rights:

- Your landlord must follow the rules of your lease.
- Your landlord must keep your apartment free of health and safety hazards.
- Your landlord must keep your apartment in good repair. The structure, fixtures, plumbing and other equipment must be kept working safely and properly.
- You have the right to call local housing, health, safety, and fire inspectors and ask them to inspect your apartment (if available in your area).
- Your building must be insulated and weatherized if it was built before 1976.
- Your landlord must follow the laws on weather stripping, caulking, and energy efficiency standards for storm windows and doors.
- You have the right to the undisturbed and peaceful possession of your apartment. You have the right to be left alone and free of harassment. The landlord cannot allow certain illegal activities on the property like prostitution or prostitution-related activity, the unlawful use or possession of a firearm, or the manufacture, purchase, possession, sale, distribution or presence of illegal drugs or stolen property **anywhere** on the premises, including the common areas. If a landlord violates this rule, you can sue them.
- You have the right to call for the police or emergency help in response to domestic abuse or any other conduct. Your landlord cannot punish you for doing so. It is the law. You can sue your landlord if they violate this law.
- You have the right to privacy and the right to keep your landlord from entering your apartment without your permission. The landlord can only enter without permission if the lease says that they can, or if there is an emergency, or if the landlord has a reasonable business purpose to enter **and** tries to give you reasonable notice.



**Remember, even if the lease says the landlord can enter your apartment without permission, they still have to try to give you reasonable notice.**

- Your landlord has to give you his or her name and address.
- Your landlord may not end your lease, raise your rent, or cut your services without proper written notice.
- Your landlord may not evict you or retaliate against you (get back at you) for complaining or standing up for your rights as a tenant.
- In Minneapolis and many other cities, a landlord has to have a rental license.
- Your landlord may not shut off your utilities or lock you out of your apartment.
- Your landlord may not force you to move out of your apartment without going to court.
- You have the right to get your security deposit back, with interest, within 3 weeks (21 days) after you move and give your landlord your forwarding address. This is not true if the building has been condemned (see “Condemnation” on page 30). But your landlord may keep a reasonable amount of the security deposit to pay for damages and unpaid rent. If the landlord does this, they have to give you a written explanation within the 3 weeks. Your landlord cannot make you pay for “normal wear and tear” to the apartment.
- Your landlord may not hold your personal belongings for non-payment of rent.
- Your landlord must give you a certificate of rent paid (CPR) so that you can claim a state tax credit.
- Your landlord must tell you about outstanding inspection and condemnation orders for which a citation has been issued (see “Condemnation” on page 30).
- If a landlord charges you an application fee, the landlord must tell you the name, address and telephone number of the tenant screening company they will use.
- If a landlord charges you a prelease deposit (also called a “deposit-to-hold”) and then refuses to rent you an apartment, they have to give your money back within 7 days.
- If you are a victim of domestic violence and have a court Order for Protection or a No-Contact Order, you can break your lease (see “Domestic Violence Victims’ Right to Break the Lease” on page 36).



## Sale of the Building

If your building is sold, the new owner has to follow the rules of your existing lease **unless** your lease says differently. The new landlord has to follow these terms until your lease ends. If you have a periodic lease, you can force the new owner to give you proper notice before changing or ending the tenancy.



## Condominium Conversion

If the building is converted to condominiums you have special protections, including

- You must get a notice of conversion at least 120 days before you have to move. If your lease runs past the 120-day notice period, you have the right to stay until your lease ends.
- Households with at least 1 person who is either 62 years old or older, handicapped, or a minor child can demand an additional 60 days to move. You must give the written demand for extra time within **30 days** after getting the landlord's notice of conversion.
- You must get first option to buy your place. After the landlord mails the notice of conversion you have 60 days to buy your home before they can try to sell it to anyone else.

## Foreclosures

Rental property can be foreclosed by mortgage lenders. If your apartment goes into foreclosure, occupants of the building will get a notice from the Sheriff called a Notice of Mortgage Foreclosure Sale. This notice tells you the date of the foreclosure sale.

Your landlord generally has 6 months from the date of the Sheriff's sale to try and buy back the building. This time period is called the "redemption period." You can live in your apartment during the redemption period but rent is still due. If your lease is scheduled to end or the landlord (not the bank) gives you notice to move during this time, you may have to move. Your landlord must still pay the utility bills if the lease requires it.

In most cases, tenants can stay in foreclosed rental property after the end of the redemption period for 90 days or until the lease expires, whichever is more. Tenants are entitled to a 90-day written notice to end their tenancy and the notice cannot be given sooner than the end of the redemption period.

If you have a lease from your landlord that expires later than 90 days after the end of the redemption period, you can stay in your apartment until the end of your lease. The bank must *still* give you a 90-day notice to end the lease and tenancy on that date.

You must pay rent and abide by the terms of your lease in order to stay.

If someone buys your apartment building or home in order to use it as their personal residence, they can make you leave earlier. However, they must still give you a 90-day notice.

If the bank did not send you a 90-day notice, but tried to evict you anyway, you can get the record of the eviction against you expunged from court records. This right applies to evictions involving foreclosures.



### Subletting

“Subletting” means that you lease your home to another person. You have the right to sublet unless your lease says you cannot. When you sublet a home **you** are still responsible for the things in the lease, even though you are renting it to someone else. If you

think you might need to sublet later, read the lease carefully before renting to make sure subletting is allowed. Many leases do not let you sublet but some let you if you get permission from the landlord.

### Tenant Responsibilities

You have the following responsibilities as a tenant.

- If a landlord asks for references when you apply for an apartment, you have to give them.
- You have to pay the rent on time.
- You have to follow the rules of your lease (but you do not have to follow illegal things in your lease).
- You have to pay for any damages that are more than normal wear and tear to your apartment if you are responsible.
- You cannot disturb other tenants.
- You have to give proper written notice when you want to move out.
- You cannot allow certain illegal activities on the property, like prostitution or prostitution-related activity, the unlawful use or possession of a firearm, or the manufacture, purchase, possession, sale, distribution or presence of illegal drugs or stolen property anywhere on the premises, including the common areas.



## Right To Privacy



A landlord may **not** enter your apartment unless they have a **business reason** to enter **AND** they have given you **notice**. This rule does not count in an emergency.

You should not make it hard for the landlord to enter if they need to make repairs. It is a good idea to agree ahead of time when it is okay to enter. It is best to put this agreement in **writing and keep a copy for yourself**.

### A Business Reason

A landlord must have a business reason to enter your apartment. Examples of business reasons include things like:

- showing the unit to a possible new tenant
- showing the unit to a possible buyer, insurance agent, or appraiser
- doing maintenance work
- letting a government official in for an inspection
- you are causing a disturbance within the unit
- the landlord has a reasonable belief that you are violating lease rules inside your apartment
- the landlord has a reasonable belief that someone is living in the apartment who should not be
- you have vacated the unit

Generally, if a landlord has given you notice they can enter your apartment for a reasonable business purpose. Remember, this rule does not count in an emergency. Giving notice can be things like leaving you a message on an answering machine or a note on the door. The notice to enter has to make sense for the reason given.

**For example**, if the landlord sets up an appointment with a plumber a week in advance, the landlord should tell you about the appointment a week in advance. If the landlord learns of a city inspection the morning before the inspectors will come, they should tell you as soon as they know about it.

**Only in special situations** can your landlord enter your apartment without prior notice. If the landlord has good reason to think certain things are going on they can enter your apartment without advance notice. These are things like:

- immediate entry is necessary to keep people or property from getting hurt because of maintenance, security or law enforcement conditions
- immediate entry is necessary to make sure a tenant is safe
- immediate entry is necessary because there are illegal things going on

If your landlord enters your unit when you are not there and has not given you notice about it, they have to leave you a written notice that they entered and why.

### **Enforcement**

You can enforce your right to privacy. If the landlord enters without giving you notice, you can sue the landlord. You can ask for lower rent, get your security deposit back and \$100 for each violation of your privacy. You can also enforce your privacy rights in a Rent Escrow action (see "Rent Escrow" on page 25). If the problem continues, you may be able to get out of your lease. Call a lawyer or your local legal services office if you need help with writing and filing a complaint to stand up for your right to privacy.

### **Renters' Tax Credit**

When you pay rent, some of that money is for property taxes for the building where you live. In Minnesota, some tenants can get part of this money back as a refund. The refund depends on your income and the amount of rent you paid that year. You can get this tax refund if you rent in a building where the landlord pays property taxes and if you are below a certain income.

To claim a renters' tax credit refund, send the Minnesota Department of Revenue the following items:

1. A completed tax refund form (M1PR) (a form that you fill out) and
2. A "Certificate of Rent Paid" (CRP) (a form the landlord is required to fill out and give you). The landlord must give you the Certificate of Rent Paid (CRP) by January 31 of each year.

You can file for a renter's tax credit refund **any time before August 15** of each year.

### **If The Landlord Does Not Give You the CRP**

If the landlord does not give you the CRP, call the landlord and remind him. If you still do not get your CRP, then take the following steps:

1. Write a letter to the landlord. Put in it the amount of rent you paid for the year and ask for your CRP. Keep a copy of your letter. If you have not received a response in two weeks or so, you may try the following
2. Call the Department of Revenue and ask them to fine your landlord for not giving you your CRP.
3. Ask the Minnesota Department of Revenue (MDR) for a Rent Paid Affidavit (RPA) to fill out instead of a CRP. You can email [individual.incometax@state.mn.us](mailto:individual.incometax@state.mn.us) or call 651-296-3781 or 1-800-652-9094 (toll-free). More information can be found at <https://www.revenue.state.mn.us/renters-property-tax-refund>. You will need receipts or some other proof of how much rent you paid. If you do not have receipts, use your lease or mail you got at the address and other evidence to show you lived there so the state should assume the rent was paid.

You will get your refund in August or September, or 60 days after the Department of Revenue gets your application for a refund. If you have any questions, call the Minnesota Department of Revenue at (651) 296-3781.

## Chapter 4: Maintenance and Repair Problems

### Overview of Maintenance and Repair Problems



Your landlord has to keep up your home so that it is fit to live in and in good repair. There are also statewide electrical, energy efficiency, fire, and health codes. Some cities and towns have local housing maintenance codes which have detailed maintenance rules that the landlord must meet. If you do not know if your town has a maintenance code, call the local building inspector or the town clerk.

Common repair problems are things like:

- faulty or exposed wiring
- leaky plumbing and bad drain
- non-working appliances
- broken windows, no screens, or no storm windows
- falling plaster
- no deadbolt locks or smoke detectors
- bugs or mice.

If you have problems with bugs or mice, get evidence of it, like dead bugs/mice or droppings to show to the inspector or the court.

The first step to getting repairs made is to call your landlord. If you have problems getting your landlord to fix things in your apartment, there are **3 ways** to use the courts to force your landlord to make repairs:

1. File a Rent Escrow court case (pay rent to the court). See page 25.
2. Sue under the Minnesota Tenants Remedies Act. See page 27.
3. File an Emergency Tenants Remedies Action to get an immediate repair ordered. See page 28.

**Rent Escrow cases and Minnesota Tenant Remedies cases are used for the same purpose: when normal repairs are not being done by the landlord. If a tenant has rent that can be paid into court, it is usually more effective to file a Rent Escrow case. This is because the landlord**

is more likely to do repairs if the Court is holding the rent. More detail about Rent Escrow cases and Minnesota Tenant Remedies cases can be found below.

## Rent Escrow

If a landlord will not make the repairs, a tenant can file a **Rent Escrow** court case. Under the Rent Escrow law, tenants pay their rent to the court, instead of to the landlord, and ask the court to order the landlord to make repairs, follow the terms of the lease, or comply with state privacy laws. The following are the rules and procedures for Rent Escrow. **These rules and procedures must be strictly followed.** Contact a lawyer or your local legal services office at 1-(877) 696-6529 before starting a Rent Escrow court case.

## Before You Pay Your Rent into Court

You must do *one* of two things before you pay your rent into court and start a **Rent Escrow** case. It is best to do both, but you only have to do one of the following

1. Use the form called “Tenant’s Repair List” on page 66 to write a letter to your landlord asking that repairs be made. The letter should have your name, your address, and the list of everything you want to have fixed. Sign and date the letter. Keep a copy of the letter for yourself. Your landlord has 14 days from the time they get the letter to make all of the repairs. If all of the repairs are not made after 14 days you can take the letter to court with you to file the Rent Escrow.

or

2. **Call the housing inspector in your area.** The housing inspector will come to your home and do an inspection. The inspector will write a report that gives your landlord a certain amount of time to make repairs. Ask for a copy of the report. You will take that report to court to file a Rent Escrow case. If the inspections department has ordered the landlord to make repairs by a certain date, you **must wait until after that date** to start a Rent Escrow case. If you believe that the inspector gave the landlord too much time to make the repairs, you must convince the court why it was too long.



## Starting a Rent Escrow Court Case

- You must pay **all** the rent that is due to the clerk of the district court when you file the Rent Escrow court case. If you do not owe rent, you do not have to pay any into the court. But until the case is done, you have to pay your rent each month to the court. There is a filing fee to start a Rent Escrow court case, but the court can waive (excuse) the fee if you cannot afford it.
- You must give the clerk a copy of the inspector's report (a certified copy is best) **or** your copy of the letter you wrote to the landlord asking for repairs.



- You must also give the clerk your landlord's name and address and estimate how much it will cost to make the repairs.
- The court clerk can help you find a Rent Escrow petition, or you can use the form called "Rent Escrow Affidavit" on page 68. You will need to give the court clerk the Affidavit, the letter you sent to your landlord or the housing inspector report, and all the rent that is due. The clerk will schedule a hearing.

## Notice To Your Landlord

- If your estimate of the cost of repairs is less than \$15,000, the clerk will send a notice of the hearing to your landlord.
- If your estimate of the cost of repairs is greater than \$15,000, you must have someone (other than yourself) give the notice of hearing to the landlord. If you want, the sheriff can deliver the notice. The clerk can tell you where to find the sheriff's office and someone there can help you.

## The Hearing

- The hearing will take place 10 to 14 days after you pay your rent into court.
- Bring all of your witnesses to the hearing, pictures (if possible) and copies of letters and notices you sent to the landlord. If an inspection was done, bring a **certified** copy of the inspector's report. A certified copy has the inspection department's stamp and signature on it stating that all the contents are true and correct.

## What The Court Can Do

- Order the landlord to make repairs.
- Let you make the repairs and deduct the cost from your rent.
- Reduce your rent until the repairs are done.
- Order the landlord to pay back some or all of the rent you paid when the repairs were not made.
- Order someone else to manage the home and make the repairs.
- Fine the landlord.
- Release the rent to you or to the landlord.
- Order the landlord to follow your lease.
- Order the landlord to comply with state privacy laws.
- Order the landlord to pay attorney's fees.



### **Warning!**

The landlord can sue to evict you for nonpayment of rent **only** if you do not pay (deposit) the full amount of rent into court. If you deposit the full amount of rent, the landlord cannot evict you for nonpayment of rent. **If you do not have the full amount of rent, you should not file Rent Escrow. You could be evicted and lose the money deposited with the court.**

If the landlord sues you during a Rent Escrow proceeding, you must bring the rest of the rent owed to the hearing plus the amount of the filing fee paid by the landlord. If your landlord does not tell you how much that amount is, you can call the court clerk.

Your landlord cannot retaliate against you (get back at you) for filing a Rent Escrow court case or any other case where you demand repairs. However, you must follow the terms of your lease, even when you pay rent into court.

### **Minnesota Tenants Remedies Act**

If your landlord does not make repairs, does not follow the lease, or violates state privacy laws, you can bring a lawsuit against your landlord under the Tenants Remedies Act. This law covers run-down housing, health and safety code violations, and failure to make agreed-upon repairs even if the repair problems are not code violations. To use this law, it is best to have a lawyer. The law can be used when a landlord refuses to make repairs and the tenant doesn't want to move or have the building condemned.

If you win the Tenants Remedies Act case, the court may:

- Order the landlord to make repairs or find the landlord in contempt of court
- Tell you to make the repairs and deduct the cost of the repairs from your rent
- Appoint a person to take the rent and use the rent to make repairs or
- Appoint a person to take out liens on the property to pay for repairs or
- Order that your rent be lowered
- Order the landlord to follow your lease
- Order the landlord to obey state privacy laws
- Order immediate repairs in emergency cases that have to do with loss of utility service and other necessary services.
- Order the landlord to pay your attorney's fees.

## Emergency Tenants Remedies Act

If you have an emergency such as no utilities or other necessary services because of the landlord, you can file an Emergency Tenants Remedies Action (ETRA). You do not need to wait 2 weeks for a repair letter to expire and you do not need to call the housing inspector. A tenant can ask the court for a repair order in emergency cases that have to do with the loss of

- 1) running water
- 2) hot water
- 3) heat
- 4) electricity
- 5) toilet facilities
- 6) or other necessary services the landlord is responsible for providing.



You have to try to notify the landlord 24 hours before going to court. You should call, and if your landlord is not there, leave a message with someone who will tell the landlord. If there is no way to leave a message, call several times at different times of the day. Make sure you write down when you called and what happened. The court can order the landlord to make the repair or can order the same remedies that are available in a Rent Escrow Action (page 25) or Tenants Remedies Action (page 27). You should contact a lawyer or your local legal services office for help at 1-(877) 696-6529.

## Be Very Careful If You Do Not Use the Courts for Help

Rent Escrows, Minnesota Tenants Remedies Actions, and Emergency Tenants Remedies Actions are safe ways to use the courts to force your landlord to make repairs. There are other things that you may decide to do that are not always legally safe. These include withholding rent and “repair and deduct.” It is not a good idea to withhold rent to force your landlord to make repairs. It is legally much safer to bring a Rent Escrow case or one of the other remedies described above.

## Repair And Deduct

You do **not** have an automatic right to “repair and deduct” the cost of the repairs from the rent. If you make repairs yourself without your landlord’s written agreement you could be stuck with the bill. You could also face an eviction hearing if you don’t pay your full amount of rent. Generally, it is never a good idea to “repair and deduct.” There are some exceptions. The cities of St. Paul and Duluth have a “repair and deduct” law for heating problems. Duluth also has a “repair and deduct” law for water, electricity, gas, bathroom fixtures, deadbolt locks and smoke detectors. Minneapolis, St. Paul and Duluth have “pay and deduct” laws for use when the landlord doesn’t pay the utility bills that are the landlord’s responsibility. If your landlord agrees to make repairs



or to take money off your rent because of the condition, **get that agreement in writing and signed by the landlord.**

## **Sue For Rent Abatement**

Rent abatement is when you get rent money back for living in a place that was not in good repair and not up to local housing code. Rent abatements can be awarded as part of Rent Escrow, Minnesota Tenants Remedies Actions and Emergency Tenants Remedies Actions. If your landlord makes the repairs and you did not bring any of the above court cases, you can bring a lawsuit in District Court or Conciliation Court. There is a filing fee to start the court case, but the court can waive (excuse) the fee if you cannot afford it. Ask the court clerk for the papers to waive the fee.

You should ask the court for a refund of part of your rent refund for the time you lived there while the apartment was in disrepair. A lawsuit for rent abatement should be done after the repairs are made, so that you can tell the judge how long you lived there with repair problems. The judge can order your landlord to return part of the rent that you paid for the whole time that the repair problems lowered the value of your apartment.

For example, let's say you normally pay \$600 per month in rent but there are broken windows and a leaky toilet. You might ask for the money to fix the toilet plus a reduction of \$200 in rent for each month that the broken windows and leaky toilet increased your utility bills.

Evidence is necessary to show that you are entitled to a rent abatement. To win a rent abatement, **you must prove 4 things in court:**

1. **The landlord knew the repairs were needed.** Show the judge a copy of your letter or the inspector's first report to the landlord.
2. **The repairs were not made.** Show the housing inspector's second report and/or testimony of people who have seen the bad conditions, and/or pictures you have taken.
3. **How long you were without the services or repairs you needed.** Use photographs, witnesses, letters and other documentation as evidence.
4. **How much money it cost you, or "damages."** The amount of money you are asking for has to make sense for the problem you had.

For example, a one-bedroom apartment rents for \$50 less than a two-bedroom apartment in the same building. You did not use your second bedroom because there were no storm windows. Therefore, you should get damages of \$50 per month because with no storm windows it was as if you had a one-bedroom apartment.

Remember – Your landlord cannot retaliate against you for bringing a case to enforce your rights as a tenant.

## Condemnation

A landlord cannot rent out a property that is unsuitable for people to live in. The landlord may not collect rent or a security deposit for property that has been condemned or declared "unfit for human habitation." If your building has been condemned, call a lawyer or your local legal services office for advice about your rights.



There are 2 types of condemnation. The most common is when the Department of Health or Housing Inspections finds **health and safety code violations** that put the tenants' safety in danger. The other type of condemnation is when a **government body buys property** for a particular public purpose, such as to build a highway.

When your home is condemned, for whatever reason, **you must move by the date stated on the condemnation order**. The amount of time given to move depends on why the building was condemned. If you do not move by the deadline, law enforcement can force you to move out. If this happens, your children can be put into child protection and your belongings will be left in the home.

**If your home has been condemned for health or safety code violations** you should call a lawyer or your local legal services office for help. In general you should know that

- You do not need to pay rent or a security deposit.
- You may be able to get Emergency Assistance to help cover moving costs. Tell the financial worker that you need an appointment immediately because your building has been condemned.
- Keep records of the conditions in your home. Walk through your apartment and take notes about the repair problems. Get copies of all inspection reports. Take pictures. Make sure you take all this evidence with you when you move. This evidence may be helpful later if you need to prove bad conditions in a court case, and/or to clear up problems with a tenant screening report.
- You have the right to sue your landlord in Conciliation Court for all rent paid while the building was **either condemned or in condemnable condition**. In fact, the landlord is responsible for paying back all the money it cost you to live somewhere else, as well as **3 times the amount of all money collected from you after the date the property was condemned**. Actual damages include costs you had to pay to cover moving and temporary lodging. **Before filing a lawsuit for money damages, talk to a lawyer**. It is important to make sure that all claims for money are made in one lawsuit.
- Your landlord must return your security deposit, plus interest, **within 5 days** after you move. Give the landlord a mailing address when you move.

- Move out immediately because staying in a condemned apartment is illegal. You could be arrested and your children could be sent to child protection.

### **If your home has been condemned for a public purpose**

- You can get relocation money to help cover your moving costs whenever the government condemns your building for a public purpose.
- The government must help you find suitable housing at about the same rent you had been paying.

If you have problems enforcing your rights or collecting damages, call a lawyer or your local legal services office for help.

### **Retaliation**

You have the right to ask for repairs, call an inspector, bring a Rent Escrow case, and demand that your landlord respect your right to privacy. These things, among others, are your legal rights as a tenant in Minnesota. Your landlord may not retaliate (get back at you or get revenge) against you by raising your rent, asking you to move out, or decreasing your services because you stood up for your legal rights as a tenant. You must still pay your rent on time.

The Court will raise questions about whether the landlord is retaliating against you if an eviction case or notice to move comes within 90 days of any act in which you exercise your legal rights as a tenant. You must tell the judge about what you did to exercise your rights. If it is within the 90 days, the judge will assume the landlord is retaliating **unless** they can show a good reason for eviction. The judge will deny the eviction if the landlord cannot show a good reason for it. After 90 days you will have to prove that the landlord is trying to get back at you if you go to court.

Ask the court to start counting the 90-day period from the time your landlord has done everything the judge ordered, like doing all repairs. You can defend against eviction if you can show that your landlord is retaliating against you illegally.

If the landlord tries to evict you for not paying your rent, it is a defense to show that the landlord raised your rent to retaliate against you illegally. To raise this defense, you must pay the old amount of your rent into court.

### **Overview of Lead Poisoning Laws**

**Lead poisoning can cause serious health problems.** You or members of your family can be poisoned from lead in:

- lead-based paints
- drinking water from plumbing with lead or lead solder and
- foods or liquids stored in lead crystal or lead-glazed pottery or porcelain.



There is a federal law to help protect tenants from the primary source of lead poisoning— lead-based paints. This law applies to almost all housing built before 1978 **except** some housing for the elderly; housing for persons with disabilities (unless a child younger than 6 years of age lives or is going to live there) and any “zero bedroom” housing such as efficiencies, dorms and the rental of individual rooms in a house. This law does not apply to housing certified as lead-free.

If this law applies to an apartment you want to rent, **the landlord must**

- give you a pamphlet about lead hazards. The pamphlet must be approved by the Environmental Protection Agency.
- tell you about any known lead-based paint and lead-based paint hazards in the housing and
- give you any records or reports the landlord has about lead-based paint and lead-based paint hazards in the housing.

You have the right to review this information before you rent the apartment.

If you decide to rent the apartment, **your lease must include**

- a special warning statement regarding lead
- the landlord’s disclosure of the presence of any known lead-based paint and lead-based paint hazards
- a list of any records or reports available to the landlord and given to you about lead-based paint or lead-based paint hazards in the housing
- a statement that you got the pamphlet about lead hazards, the landlord’s disclosures, and a list of reports and records
- special acknowledgments by the leasing agent (if there is one)
- signatures of the landlord, leasing agent and you.

A sample “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” is on page 57.

If the landlord fails to follow this law, you still have a valid lease. However, the landlord can be subject to penalties, including fines, damages, and jail for not obeying this law.

## **A Serious Health Problem**

Lead poisoning can cause learning problems and behavior disorders

- permanent brain damage (causing, among other things, paralysis, blindness or learning or mental disability)

- damage to kidneys and blood cells and
- infertility.



Lead can be found in paint or plaster, paint dust, the soil, and occasionally tap water. The most common sources of lead are older homes or apartments, homes in the inner city, and uncovered soil exposed to automobile fumes. Children and pregnant women are the most at risk from lead. Lead can get into a child's bloodstream if they breathe the dust from paint or soil for a fairly short period of time or eat even a small amount of paint chips or leaded soil.

## Screening

All children should be screened regularly for lead as part of their regular doctor check-ups. A simple blood test can show lead levels in blood. Screening should be done as follows

- Children under 24 months old– every 6 months
- Children aged 2-6 years old– once a year
- Pregnant women– regularly throughout the pregnancy
- All children– right away if the home has dusty window sills or if paint is peeling in the window sills, on railings, from the ceilings, or on the walls, floors or woodwork.

If you get Medical Assistance, the cost of screening should be covered under the EPSDT program.

## Health Inspections

The state or local health department has to inspect so they can find the source of the lead whenever a child under 6 or a pregnant woman has high levels of lead in their blood. They will inspect your home and all common areas of the apartment building. They will also inspect any other place where the child spends a lot of time. The Health Department must inspect within 5 days after it is told about the high lead levels.



## Making The Property "Lead Safe"

If the Health Department finds lead, the property owner must make the property "lead safe." The property owner will be ordered to remove or cover the lead source by a certain date (usually 2 to 4 weeks). **This is always the landlord's responsibility, not the tenant's.** A person from the health department should tell you if you should move during the clean-up. They can also answer any questions you have about how your health will be affected once the property is "lead safe." Fumes and dust from lead paint removal are very dangerous for children and pregnant women.

If you decide to leave your apartment during the clean-up, you can cancel your lease. **If you move, the landlord has to give back your security deposit within 5 days plus any rent you paid in advance.** You also have the right to move out just for a while. The landlord has to let you move back in when the clean-up is done. You do not have to pay rent for the time you are out of the building. If you need money to move or for temporary housing, ask the health department if you can get help.

## Moving Back In

Before moving back into your apartment, make sure the health inspector has come again and checked it. Also make sure that the landlord carefully cleaned up after the work was done.

**Do not move back in until the landlord has cleaned up since the work was done.**



## Legal Action

If your landlord does not remove the lead paint, you can take any of the legal actions listed on pages 25 – 29 of this booklet. If you or your children have been harmed by the lead, you may also have a claim for money from your landlord. You may be able to bring only 1 court case against your landlord. See a lawyer first to make sure all parts of your claim, such as lead paint damage and rent abatement (a partial return of rent), are included in any lawsuit you start.

## Chapter 5: Changing or Ending the Lease Agreement

### Ways to Change or End a Lease Agreement



There are a number of ways to change or end a lease agreement. It depends if you have a Fixed Term Lease or a Periodic Lease (see pages 13 - 14 for definitions of these terms). If both you and your landlord agree to change or end the lease, that should be enough to make the change or end the tenancy. This is true for a verbal or written lease, a fixed term lease or a periodic lease. It could be different, though, if you are on Section 8.

**Be sure to get the agreement in writing.** If you do not get this agreement in writing, an "I said, you said" argument might develop later. You could be held to the original terms of the lease, including payment of all rent due.

### Warning!

If you break your lease without the agreement of the landlord, the landlord may make you pay rent for the whole period of the lease unless the landlord is able to re-rent the apartment to another tenant. The landlord has no duty to try to find someone to replace you.

**There is no automatic right to break a lease.** Tenants who are victims of domestic violence and families of tenants who die during the tenancy may be able to end a lease early without an agreement from the landlord. Otherwise, there is no automatic way to break a lease. Landlords do not need to let you out of the lease if you lose your job. They also do not need to let you out of the lease if you are buying a house or if your job transfers you out of State. If you might buy a house or be transferred for work then you should include language in your lease that lets you break the lease for these reasons.

## Rent Increases

If and when a landlord can raise your rent depends on the kind of lease you have.

### Fixed Term Leases

With a fixed term lease, your rent will usually stay the same for the whole lease period. A written lease might say how and when rent increases happen, if at all. If there is nothing in the lease about rent increases, make it clear in writing when you sign the lease that no rent increases are to happen during the lease period.



### Periodic Leases

If you have a periodic lease, like a month-to-month rental, your landlord may raise your rent by any amount, as often as they want. There is no rent control in Minnesota except in public or subsidized housing. But, there are things a landlord has to do before raising your rent.

You have to get proper notice before a rent increase takes effect. That means you must get written notice no later than 11:59 p.m. of the day before the next rental period begins. The rent increase does not take effect until the second rental period following the notice unless the notice states that it is effective at an even later date. In the case of a month-to-month rental in which the rent is due on the first of the month, written notice given in December cannot be effective until February.

You can challenge a rent increase in 3 situations as follows

1. The landlord raised rent to retaliate against you for exercising your rights (see the “Retaliation” section on page 31)
2. The landlord raised rent to discriminate against you, or
3. The landlord gave improper notice.

If any of the above situations are true, **you do not have to pay the increased rent**. Also, if you think your rent went up because of discrimination, contact the Minnesota Human Rights Department or your local civil rights department to file a complaint.

Remember, if you do not pay the increased rent, the landlord may file an eviction case against you. **But the landlord cannot evict you without bringing an eviction case in court.** If the landlord does take you to court, tell the judge about the improper notice or discrimination or retaliation. **Be careful.** If the judge decides that the landlord was not doing what you claimed, you will have to pay the increased rent and court costs. If you do not pay, you will be evicted.

## **Domestic Violence Victims' Right to Break the Lease**

You can legally break your lease if you have been a victim of domestic violence, sexual assault, or stalking, and you do 2 things

1. Give the landlord
  - A copy of an Order for Protection or a Harassment Restraining Order and
  - A signed and dated letter (see the “Notice to end lease due to fear of violence (Minn. Stat. § 504B.206) that says:
    - that you fear imminent abuse from the person named in the order
    - that you need to end the tenancy
    - the date you will leave and
    - what you want the landlord to do with your stuff.
2. Pay the rent for the month you move out.

You will also lose your security deposit. The landlord keeps it in return for letting you break the lease.

**If you don't have (or don't want to get) an Order for Protection or Harassment Restraining Order**, you have the right to present a document (see the “Statement by qualified third party (Minn. Stat. § 504B.206) on page 65) from any one of the following that shows you have been a victim of domestic violence, sexual assault, or stalking:

- a court
- law enforcement
- a licensed health care professional
- a domestic abuse advocate, or
- a sexual assault counselor.

If you have questions, contact a legal services office, a domestic abuse advocate, or a sexual assault counselor. For more information, see our fact sheet H-23 [Victims of Domestic Violence, Stalking, or Criminal Conduct: Your Rights in Breaking Your Lease.](#)

## Ending Fixed Term Leases

Generally, a lease for a fixed period of time cannot be changed or ended until the ending date specified in the lease **unless you and your landlord agree otherwise**.



**Read your lease.** Usually, no notice is needed to end the fixed term lease if you want to end it on the date given in the lease. But some fixed term leases let you or the landlord end the lease by giving 30 or 60 days notice. If the lease does have a set notice period, it must be at least the same for you as it is for the landlord.

Some fixed term leases have an "automatic renewal clause." This means that if you do not say anything to the landlord, your lease will be renewed automatically (see "Fixed Term Lease" on page 13). Renewal clauses are only legal if the landlord sends a letter of renewal to the tenant. This letter must be sent at least 15 days, but no more than 30 days, before the date you would have to give notice of your plans to move. The letter must state that the lease will be renewed unless you send a letter saying that you do not want to renew and will move.

## Ending Periodic Leases

To change or end a periodic lease, like a month-to-month rental, **either you or your landlord must give proper written notice**. The notice must be given by 11:59 p.m. of the day before the rent is due. With a periodic lease, the rental period begins the day the rent is due and lasts until the rent is due again. If your rent is due on the first of the month, your rental period runs from the first to the end of the month.

**For example**, let's say you are renting month-to-month with rent due on the first of the month. You want to move out by February 1. You have to give your landlord written notice of intent to move before 11:59 p.m., December 31st. To be considered "proper notice," your letter to the landlord only needs to state the date you will move out.

If you want to move but you do not give the proper notice, your landlord may hold you responsible for an extra month of rent even though you moved out before the next month began.

If your landlord wants you to move but does not give you proper notice, you can stay in your apartment (if you pay the rent) until your landlord gives you another notice which is proper.

### **Remember, a lease is a binding agreement!**

Do not break it without carefully thinking about your choices in advance. If you must break a lease, the best ways to get out of it are:

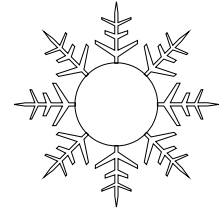
- Reach an agreement with your landlord (some areas have local mediation services that can help)
- Ask if your landlord is willing to find a new tenant

## Acceptance Of Rental Payments

If the landlord takes rent money from you after the date you were told to move, the move out notice may be canceled by law. This would renew your lease. Talk to a lawyer before you assume that acceptance of rent has canceled the notice.

## Cold Weather

When you move out of an apartment, always tell the landlord that you moved, even if you do not give "proper" notice. Tenants have to give landlords at least 3 days notice before moving any time between **November 15 and April 15**. Tenants who do not give this 3 day notice may be found guilty of a criminal misdemeanor. The reason for this law is that plumbing may be damaged by freezing if the apartment is empty and unheated.



## Surrender And Acceptance

Some leases are broken by what is called "surrender and acceptance." This may happen in at least 2 ways:

- 1) if you gave back your key to the landlord and he took it without saying you still owe rent or
- 2) if the landlord rented the apartment to someone else without asking you. In these cases, a court might rule that the landlord has taken over responsibility for the apartment and released you from any further responsibility under the lease.

## Public And Subsidized Housing

See "Chapter 9: Public and Subsidized Housing" on page 52 for more information.

## Chapter 6: Illegal Ways Landlords Attempt to Force a Tenant to Move

### Unlivable Apartments

Sometimes a home will have so many serious repair problems that you decide that you cannot live there any longer. This is called **constructive eviction**. Constructive eviction means that the landlord has allowed a repair problem or other condition to exist that is so serious that it is equal to evicting the tenant.

If you decide that you have to break your lease by using a constructive eviction argument, give the landlord **written** notice of the problem. In the letter, say that you will consider the lease broken and will move out unless repairs are made within a reasonable period of time. **Keep a copy of this letter.** If there is a housing inspector in your area, call the inspector and ask for an inspection to be done. Get a copy of the repair orders to document the condition of the home. It is also a good idea to ask the health department to do its own inspection and order its own

repairs. If repairs are not made, you should move out within a reasonable time after the repairs should have been done.



### **Warning!**

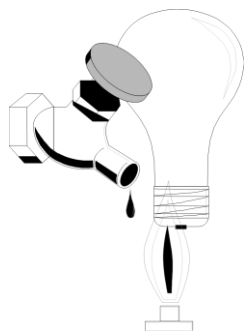
**A constructive eviction only exists if the landlord has not provided essential repairs or services.** Constructive eviction usually only applies to very serious conditions that make the rental unit **unlivable**, such as when there is no heat or water in the rental unit. If you do not want to move, see pages 25 - 28 for other steps you can take when there are serious repair problems.

If you claim constructive eviction and move out, your landlord may sue you for damages. The amount for which the landlord can sue depends on the type of tenancy you have. If you have a month-to-month lease, the landlord may sue you for one month's rent. If you have a fixed term lease, the landlord may sue you for the rest of the amount owed on the lease. If your landlord sues you for damages, you will have to prove that you were constructively evicted.

You should bring the following to court as evidence

- 1) all the letters you sent your landlord about needed repairs
- 2) witnesses
- 3) pictures and
- 4) repair orders from the housing inspector and the health department.

In other words, you will have to prove that the conditions were so bad that you were forced to move out. If your landlord sues you for damages, you can claim a rent refund for the period you lived in the apartment with the repair problem (see “Sue For Rent Abatement” page 29).



### **Utility Shut-Offs**

Call your landlord right away if your utilities are shut off. If the landlord has turned off your utilities, you can sue to have the utilities turned back on. You can also sue to recover a maximum of 3 times the value of the damage you suffered or \$500, **whichever is greater**, plus attorney's fees. If your landlord turns the utilities back on within a reasonable time, you can sue only for the money it actually cost you. **You cannot collect money if the shut-off was because of something you or your guests did to damage the utility service.** Protection against illegal shut-offs also covers residents

after a mortgage foreclosure or contract-for-deed cancellation.

It is a criminal misdemeanor for a landlord to shut off the electricity, gas, or water services to get you to move out. The landlord must prove there was a good reason for turning off the utilities, such as making repairs. Sometimes, the utility company will shut off the utilities if the landlord did not pay a bill for which he was responsible.

You or other tenants can pay the gas, electric or water bill **and deduct the amount from your rent payment** if the utility company

- Shuts off the utilities
- Sends a final notice that the utilities will be shut off or
- Posts a notice of disconnection at the building.

You only have to pay the most recent bill. You do not have to pay any of the past due bills or late charges.

If you live in a building that has 1 to 4 units, you also have the option to take over the gas or electric account from your landlord and be a new customer. You can do this as long as you meet the requirements that any new customer would have to meet. If you become a new customer, you do not have to pay ANY of the old bills. This includes even the most recent one. The utility company CANNOT ask you to pay a deposit.

**If you are in this situation, call a lawyer or your local legal services office for help.**

In Minneapolis, there are special laws about utilities, such as:

- Your landlord must give you written notice (either included in the lease or as a separate document) saying who is the person responsible for paying the utilities you use.
- If there are not separate meters in your building for the electricity, gas and water used by each rental unit, your landlord is responsible for paying those utility bills.

## Lockouts

It is **illegal** for a landlord to lock you out of your apartment, place your personal belongings onto the street, or change the locks **for any reason**, even if you are behind on your rent. **A landlord can evict you only by bringing an eviction court case (also called an “unlawful detainer”) against you.** The only person who can remove you by force from the property is a law enforcement officer (police officer or sheriff). But the law enforcement officer can do this **only after** the landlord won the court case and the judge issued a Writ of Recovery.



If you have been locked out unlawfully and you want to get back into your house, follow these steps

1. Find someone to be a "witness." You might want to ask a friend or someone else who lives in the building to come with you when you try to get back into your place
2. Go to the landlord **with your witness** and ask the landlord to let you back into the home **and**
3. Tell the landlord **it is against the law to lock you out.**



If the landlord still refuses to let you back into your home, follow these steps

1. Call the police and ask them to help you get back into your home.
2. Tell the police officer you want to file a criminal complaint.

Be sure to get the officer's badge number. This information may be helpful if you have to get a court order to let you back in the home.

If you still cannot get back into your home, call a lawyer, your local legal services office or the city attorney **right away** so that you can take legal action against your landlord. **You can go to court immediately and get an immediate order to let you back into your home.** You should bring proof to the court hearing that you live there like a neighbor, a lease, or something with your address on it, like a driver's license or bill.

After getting back into your home you may want to file a lawsuit against your landlord to pay for money you spent as a result of being locked out. You can sue your landlord for an amount up to 3 times your actual out-of-pocket costs (like money you paid to stay somewhere else) or \$500, **whichever is greater**. You can file the lawsuit in Conciliation Court if the amount you are suing for is \$15,000 or less. There is a filing fee to start the court case but the court can waive (excuse) the fee if you cannot afford it. Ask the court clerk for the papers to waive the fee.

This protection against unlawful lockouts also applies to tenants when there has been a mortgage foreclosure or contract-for-deed cancellation.

## Chapter 7: Lawful Eviction

### The Only Legal Way to Evict — Eviction Court Cases

If a landlord wants to force you to move, they must file an eviction court case (formerly called an “unlawful detainer”) against you.

If you live in certain metro cities, the landlord has to send you a notice before they file an eviction against you for nonpayment of rent. (No prior notice is required if the landlord says you violated the lease in any other way.) Brooklyn Center requires a 30-day notice; Minneapolis, a 14-day notice; and St. Louis Park, a 7-day notice.



Eviction court cases can be filed against you for many reasons, like:

- not paying rent

- not moving after getting proper notice
- breaking the rules of the lease
- destroying the rental property on purpose
- causing a "public nuisance"— like selling or having drugs on the property.

If the landlord wins in court, the judge will issue a "Writ of Recovery" to the landlord. The Writ is a court order forcing you to move out within 24 hours. In some cases the judge will "stay" (delay) the writ for up to **7 days** to give you time to find a new place to live. This means that the judge will give you 7 extra days to move before the Writ is effective. Once the Writ is effective, you have only 24 hours to move.

## The Eviction Hearing

- You know that the landlord has started an eviction court case against you when you get the Summons and Complaint (these are legal papers that tell you to appear in Housing Court). **Do not ignore or throw away these papers. Pay attention to the way you get these papers.** The papers must be "served" in the right way. Contact a lawyer or your local legal services office immediately at 1-(877) 696-6529.
- The court hearing usually will be scheduled **7 to 14 days** after you get the Summons and Complaint.
- The Summons and Complaint will tell you why the landlord wants you out. It will also have the date, time, and place for the court hearing. If you live in Hennepin or Ramsey County, the landlord can also ask the judge for unpaid rent or other money they think you owe them at the time of the eviction hearing.



The Summons and Complaint might say that the landlord is evicting you for not paying rent. If you agree that you owe rent and you have the money to pay it then you should be sure to go to the hearing.

If the eviction is for nonpayment of rent, at the hearing you can pay the amount of rent you owe **plus** the court filing fees and any service fees. If you do this you can "redeem" your tenancy and the judge will decide that you can stay. If you cannot pay all of this money but can pay some then it is possible that your landlord will settle the case with you and allow you to stay if you follow a payment plan.

- It is important that you go to the hearing. **If you do not go, you could lose the case automatically. You would have to move immediately. You might also have to pay money.**

- You can go to the hearing by yourself or with a lawyer or housing advocate. If you represent yourself at the hearing, get some advice from a lawyer or housing advocate **before** the hearing.
- Unless you reach a settlement with the landlord, the landlord must prove the reasons why you should be evicted at the hearing.
- When the landlord finishes, tell the judge why you do not think you should have to move. Be sure to tell the judge about any defenses you think you have such as retaliation, discrimination, and repair problems. It is a good idea to have a written "Answer" ready before the court hearing. The purpose of the "Answer" is to respond to the landlord's list of complaints against you. **Also, bring all evidence you have to support your case**, like pictures, receipts, letters, witnesses, inspection reports, orders to repair, etc. **Ask questions if you do not understand what is happening.**

The judge or referee might send the case to trial if there are "factual disagreements" about the case (for example, if you and the landlord disagree about if the rent was paid). The trial will usually be within a few days of the first court date. At the trial you should present all of your evidence, including photographs or receipts. You should be prepared to tell your side of the story in detail and to bring any witnesses that support your case. You do not need a lawyer for the trial, but it is a good idea to contact a lawyer or your local legal services office at 1-(877) 696-6529 right away if you have a trial scheduled.



- After listening to both you and your landlord, the judge or referee will decide whether you have to move out. If you win, you get to stay in your apartment. If the landlord wins, the judge will sign a Writ of Recovery ordering you to move out.
- If the landlord wins, tell the judge it will be hard for you to move immediately and that you need some extra time. The judge can give you up to **7 extra days** to move. **You must ask for the extra time in order to get it.**
- **If you lose, you have 10 days to appeal the decision.** If you want to appeal, **contact a lawyer immediately.** If a referee heard the case in Hennepin County or Ramsey County, you have 10 days to ask for a judge to review your case.
- If you do not appeal and if you do not move out by the date the judge tells you to move, the Writ of Recovery will be "executed" (delivered) by a law enforcement officer. You will then have **24 hours** to move.

## Common Defenses to Eviction Court Cases

A "defense" is an argument or reason you give to the court to support your case.

While this booklet does not discuss all possible defenses, the most common defenses are included. If you live in public or government subsidized housing, additional defenses may apply to your case (see “Evictions” on page 55). **Contact a lawyer or your local legal services office at 1-(877) 696-6529 to figure out which defenses apply to your case.**

At the back of this booklet is a form "Answer" that you can use to list your defenses in response to the landlord's eviction (unlawful detainer) complaint (see “Answer Form to Landlord's Eviction Petition” on page 58). To use this Answer, do the following:

1. Write the names of the parties and the case number from the Summons in the space provided
2. Check off the defenses that apply to your case
3. Sign and date the form
4. Give one copy of the completed Answer to the Court Administrator and one copy to the landlord at your hearing and keep a copy for yourself. Remember you may be eligible to apply for waiver of the filing fee.

#### **Note**

The Answer form does not include some defenses which apply only to public and government subsidized housing. If you live in public or subsidized housing (including Section 8 housing), contact a lawyer or your local legal services office at 1-(877) 696-6529 for help.

#### **Improper Delivery of Eviction Court Papers - “Service”**

There are rules about how the court papers must be given (served) to you. Your landlord cannot sue to evict you without serving you the papers in the right way. You must **get** the Summons and Complaint at least **7 days before your court hearing**. In most circumstances, the Summons and Complaint must be delivered by hand, **by someone other than the landlord**. These papers may **not** be given to a person who does not live in your apartment or who is not of "suitable age and discretion", like a young child. The **only** time the landlord can mail the papers to your address is if you cannot be found in the county after delivery of the papers has been tried twice. At least one of those attempts must be made between 6:00 p.m. and 10:00 p.m.

#### **Landlord Notices, Registration and Rental License Defenses**

##### Notices

Your landlord cannot sue to evict you if you did not know the names and addresses of the owner or manager of the apartment, and the names and addresses of the landlord's agents who can accept notices from you.

### Registration

If your landlord has a trade name and is not a corporation, the landlord must register the trade name with the Secretary of State. If the landlord does not register, the court should stop the eviction case until the landlord registers. If this happens, the landlord must pay you \$250. Call the Secretary of State at (651) 296-2803 to make sure the landlord is not a corporation and to find out if the trade name is registered. The Secretary of State can provide you with a certificate stating that the trade name is not registered.

### Rental Licenses

Minneapolis and some other cities require that landlords have rental licenses before renting property. If you find out that your apartment is not licensed you should get a record from the housing department that there is no license. Depending on your city, the landlord may not have the right to bring an eviction against you for not paying your rent if the landlord does not have a license.

### **Nonpayment Of Rent Defenses**

If the Complaint states that you owe rent, you will have a defense if you can prove that you paid the rent already. Bring all receipts, canceled checks, or witnesses to court to show you paid the rent.



If you paid part of your rent and the landlord did not give you a receipt stating that you have to pay the rest of the rent, your landlord might not be able to evict you for not paying the rest of the rent owed. This includes partial payments made for the month you are in court. However, you still might owe the rent to your landlord, who could withhold part of your security deposit when you move out or sue you in Conciliation Court to collect it.

If you withheld your rent because your landlord has not made needed repairs, **you should bring the withheld rent (in cash) to court because you will likely need to deposit it into court.** Also, bring all the photographs, letters to your landlord, inspection reports, and witnesses you have to help prove your case. You can ask the judge to lower your rent because of repair problems (see “Sue For Rent Abatement” on page 29).

If you bring the rent owed to court (or if you paid the rent after the landlord filed the case), you can ask the court to give you up to 7 days to pay the landlord's filing and late fee if the court orders you to pay it. The landlord's fees will usually be written on the Complaint.

### **Increased Rent Defenses**

If your landlord improperly raised your rent, the court should order that you do not have to pay the increase. The landlord must give you proper notice to raise the rent and cannot raise the rent to retaliate against you (see “Retaliation” on page 31). **You must bring to court the amount of rent you owed before the increase.** If the judge decides that the increase was

proper, you will have to pay the increased rent amount. The court will tell you when you need to pay the increase.

### Unpaid Late Fees Defenses

Many landlords will charge a late fee for late rent and add it to the amount you owe. If you did not agree to a late fee, you should tell the judge. Even if your lease allows your landlord to charge a late fee, the fee might not be valid. To be legal, a late fee must be reasonable and must only cover costs that the landlord paid because your rent was late. **It must not be a penalty.** Talk to a lawyer to see if your landlord charged a legal late fee.

### Notice To Move Out Defenses

If the Complaint states that you got notice to move out and you did not move, make sure the landlord gave you **proper** notice. The landlord usually does not have to give a reason for giving you the notice, but they cannot retaliate against you (see “Retaliation” on page 31). If your landlord accepted rent from you after the date you were supposed to move, the notice to move out has been canceled. Bring to court all receipts, canceled checks, or witnesses to prove that your landlord got your rent.

### Breach Of Lease Defenses

If the Complaint states that you broke the lease and you do not think you did, bring photographs, documents, receipts, and witnesses to court that will help you prove your case. If your landlord accepted rent from you after the dates on which the landlord says you broke the lease, the landlord may have given up the right to use those incidents as reasons to evict you.



If the Complaint states that you allowed illegal drugs on the property, it could be a defense if it was the people who live with you who had the drugs or allowed them on the property, unless the landlord can prove you knew or had reason to know of this activity.

If you have a disability and you believe that your violation of the lease might have been related to your disability, you may have a defense to the eviction if your landlord did not make reasonable efforts to accommodate your disability. You must ask the landlord to accommodate your disability. Propose a reasonable plan to prevent other problems from happening in the future. Make your proposal in writing.

If you live in public or government-subsidized housing, you can be evicted **only** if there are serious or repeated violations of material terms of the lease, or for other good cause. However, some Section 8 tenancies can now be terminated without cause at the end of the first year of the lease, or at the end of the next term that starts at the end of the first year term. You should contact a lawyer or your local legal services office at 1-(877) 696-6529 if you have questions.

## Nonpayment of Rent and Breach of the Lease Defenses

If the Complaint states that you should be evicted because of nonpayment of rent **and** breach of the lease, the court should look at the breach of lease claim first. You should not have to pay withheld rent into court at that time. If the court decides that you did violate the lease and that you have to move, you will not have to pay withheld rent into court. If the court decides that you did not violate the lease, then the court will look at the nonpayment of rent claim.

## There Are Other Defenses Available In Eviction Cases

Remember that the defenses discussed above are only some of the more common defenses that are available in eviction cases. You should talk with a lawyer to make sure that you have considered all of the defenses that apply to your case.

## The Writ of Recovery

If you lose the eviction case, the judge will issue a Writ of Recovery (eviction order) against you.

- Once the judge says you must move the landlord can pick up the Writ from the court clerk and take it to the law enforcement officer.
- The law enforcement officer will serve the Writ on you as soon as possible, maybe even that day. The officer will either hand the Writ to you directly or post it on your door.
- The Writ tells you that you must move out of the property **within 24 hours**.
- If you do not move out within the 24 hours, the officer has the power to come back and forcibly move you out of the apartment. Sometimes it may take the officer more than 24 hours to come back.

## Warning!

If you lose the eviction hearing, start looking for new housing immediately. If you stay in your apartment after the Writ has been served, you are at risk. If you cannot move before the Writ is served, protect your property as much as possible by moving out your important personal papers, medicine, clothing, some food, etc. **Once the law enforcement officer forces you out of your apartment, all of your belongings will be put into storage.**



### Storing Your Property

The landlord has to store any of your belongings that are left on the property after the law enforcement officer forces you to move. This is why it is important for you to remove as many of your belongings as you can before the law enforcement officer makes you move. The landlord can store your property either at your home or somewhere else.

If the landlord plans to store your belongings **off the premises** (somewhere else), the landlord will set up a time for the law enforcement officer to come back with a mover. The movers will pack up all of your belongings and put them in storage. **In order to get your belongings back, you must pay all packing, moving, and storage costs.** The longer the belongings are in storage, the more you will have to pay. **If you do not pay to get your belongings back within 28 days, the landlord can sell your belongings and use that money to pay the moving and storage costs.**

If the landlord plans to store your belongings **on the premises** (at your home), the landlord must return the property to you within 24 hours of your demand letter.

**Note:** You do not need to pay unpaid rent, late fees, or a security deposit in order to get your belongings back. **You only need to pay moving and storage costs if the property is stored off the premises.**

### When Your Landlord Takes Your Things You Left Behind

If your personal belongings were taken by the landlord or you left property behind (like if you leave the apartment and do not return), the landlord can put the property in storage. To get your property back, you must **write** your landlord and demand that they return your property. **Keep a copy of your letter.** The landlord must return the property to you **within 24 hours** if it is stored somewhere on the premises. If the property is stored somewhere else, the landlord must return the property to you **within 48 hours**. This does not include weekends and holidays.



If the landlord does not return your personal belongings to you after getting your letter, you can sue to get them back. In addition to awarding the value of the property or ordering the landlord to give back your property, the judge may order the landlord to pay you money for keeping your property from you and for attorney's fees.

The landlord can sue you for what it cost to move and store your property. The landlord must keep your things for **28 days** after they get the actual notice that you have abandoned the apartment or after it reasonably seems to the landlord that the unit has been abandoned. The landlord may sell or get rid of your property after the 28-day period has ended. At least 2 weeks before the sale, the landlord must make a reasonable effort to let you know about the sale. The money from the sale will be used to pay off any debts owed the landlord by the tenant. However, the landlord must give you any money left over from the sale of your property **if you ask for it in writing**. This protection includes occupants following a mortgage foreclosure or contract-for-deed cancellation.

### Expunging or Sealing Eviction Court Records

"Expungement" means sealing the public record of a court action. If your eviction is expunged, then someone searching court files cannot find a record of your eviction case. The law allows

courts to expunge eviction cases, but only in a small number of situations. If an old eviction case is keeping you from getting housing, you may want to try for an expungement. But you only have a chance if you won the eviction case or can prove that the landlord brought a bad case against you.

There are only certain times when expungements are allowed. To get an expungement, the landlord's case must be "sufficiently without basis in fact or law," the expungement must be "clearly in the interests of justice," and the "interests of justice" must outweigh "the public's interest in knowing the record."

In other words, the landlord brought a bad eviction case and it would be unfair to let it stay on your record. Every case is different, but here are some kinds of cases that might get expunged. Do not ask for an expungement unless

- you won the case
- you settled the case with an agreement, and the landlord agreed that he or she did not have a good case
- you lost by default because you never got the court papers, and you have strong proof that the landlord did not have a good case against you or
- your landlord's property was in foreclosure and you moved out before the date you had to or you never got any notice that you had to move out because of the foreclosure.



You need to ask the court in writing to expunge your record. You may have to go to court to explain why you think you should be able to expunge. Your written request is called a "motion." Most courts have forms for making "motions" which you could use. There will be a fee for making an expungement motion. You can ask the court clerks how to make the motion for free. Contact an attorney or legal services office for help with your expungement. A list of legal services offices can be found in the back of this booklet.

If the court expunges your records, contact each of the tenant screening agencies in Minnesota to let them know. The law says that a screening company may not report an eviction once the company knows it has been expunged. A list of Twin Cities tenant screening agencies can be found in the back of this booklet. You may also be able to get a list of tenant screening agencies from court clerks.

## Chapter 8: Moving Out

### Giving Notice

If you decide to move out of your own free will, be sure to give proper written notice if you have a periodic lease such as a month-to-month rental. See pages 34 – 35 on ending your lease.



## Condition Of Property

You must leave the apartment in the same condition as it was when you moved in, **except for normal wear and tear**. Clean carefully. When you are ready to leave, walk through the apartment to make sure everything is OK. If the landlord says the apartment is in satisfactory condition, have the landlord put this in writing and sign it. **Keep a copy for yourself**. It is also a good idea to take dated photos or video of the apartment after cleaning.

## Keys

When you leave, give your keys back to the landlord. Get a receipt saying that you returned them.

## New Address

Before leaving, give your landlord written notice of an address where you can be reached by mail. This way, the landlord can return your security deposit to you. If you do not want the landlord to have your new home address, give another address where you can get mail. For instance, you can use a post office box.

## Roommate Situations

If you shared the apartment and not everyone is moving out, the landlord can collect the total rent from the tenants that stay in the apartment. Even after you move, you can be held responsible for your roommate's part of the rent if that person leaves without giving proper notice to the landlord or without paying the rent. If this happens, you can sue your roommate to get money back in Conciliation Court. To keep this from happening to you, give proper notice to the landlord that you are leaving and will not be responsible for future rent. This may not work if you signed a fixed term lease but should protect you in a month-to-month rental (periodic lease).



## Security Deposits

Landlords usually ask tenants to pay a security or damage deposit when the tenant moves in. If the landlord wants to increase the amount of the damage deposit while you are living there, the same written notice is required as is required for raising the rent (see “Rent Increases” on page 35). If you don't agree to the increase, you should answer the notice promptly with a written refusal, rather than pay the increase. You may be required to leave the apartment if you don't want to pay the increase.

Tenants are **not** allowed to use the security deposit to pay the last month's rent. You should pay the last month's rent, move out, and wait for the return of the security deposit from the landlord after you move. **Remember to give your landlord your new mailing address.**

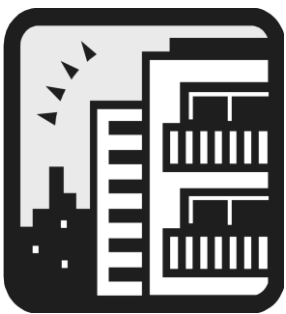
If your apartment is sold during the time you are renting, the deposit must be given to the new owner or the tenant within 60 days. However, the new owner is responsible for returning the deposit even if the deposit was not transferred to them.



When you leave the apartment, the landlord must return your security or damage deposit with interest. The interest amount changed so you get 3% annual interest on the deposit up until August 1, 2003 and 1% each *year* after that. The interest on your security deposit does not begin to build up until you pay all of the security deposit to the landlord. When you have paid the entire security deposit, the interest starts to build up the next month.

For example, if you move into an apartment in January that requires a \$600 security deposit and the landlord allows you to pay the security deposit at a rate of \$200 per month for January, February and March, the interest on the security deposit does not begin to build up until April (assuming the security deposit is fully paid by March).

The landlord must return the deposit with interest to you or send a written explanation for keeping any part of the security deposit **within 3 weeks** (21 days) after the end of the tenancy and after getting your new mailing address. If you moved out because the **building was condemned**, the landlord must return the security deposit **within 5 days** after you move (see "Condemnation" on page 30).



If there is any unpaid rent the landlord can take that amount out of the security deposit. If there are costs of getting the property back to the condition it was in when you moved in, the landlord can also take that cost out of the security deposit. This is things like cleaning, painting, new carpeting, etc. But **you do not have to pay for "normal wear and tear."** Usually, "normal wear and tear" depends on the circumstances.

For example, if you lived in a place for 3 years and it needs repainting when you move, you can argue that this is normal wear and tear and you are not responsible.

But, if the home was freshly painted when you moved in 6 months ago and it needs repainting now, that probably will not be considered "normal wear and tear." So, you may have to pay.

If the landlord does not send back your security deposit or a written explanation of why the security deposit is not being returned, **you can sue your landlord for 2 times the amount of the deposit withheld plus interest.** Also, if your landlord withheld part of your deposit in "bad faith", you can be awarded up to \$200 in "punitive damages." "Bad faith" means that the landlord knew that withholding the money was wrong but did it anyway.

If you got a written explanation and you disagree with your landlord's reasons for keeping the deposit, you can sue your landlord for return of the deposit. Your landlord will have to prove

that the money was used for repairs. You can bring these types of cases in Conciliation Court if your claim is for \$15,000 or less. There is a filing fee to start the court case, but the court can waive (excuse) the fee if you cannot afford it. Ask the court clerk for the papers to waive the fee.

To protect yourself, make a list of everything that is wrong with the apartment before moving out and have the landlord sign it. Compare this list with the list you prepared when moving into the apartment. **Remember, it is very important to make a list before you move in and after you move out.** Click the link on page 62 to see a sample lease.

## Personal Belongings and Property

See “Storing Your Property” and “When Your Landlord Takes Your Things You Left Behind” on pages 47 – 48 about your rights to your personal belongings and property.

## Chapter 9: Public and Subsidized Housing

### Public and Subsidized Housing Rights

If you live in public housing, project-based assisted housing (such as a Section 8 or a Section 236 building), or on tenant-based assistance with a Section 8 Voucher, all of the protections explained in this book apply to you, too. Plus you have some extra rights and responsibilities because you get a housing subsidy to help pay your rent.



Your rights in subsidized housing depend on the program you are a part of. Subsidized housing rights can be complicated, so get in touch with a lawyer or your local legal services office for help if you are having issues with your subsidized housing. Many of these added protections are in the written lease required in all subsidized housing programs.

For many project-based programs where the subsidy stays with the building, you can be evicted **only if** the landlord has good reason for evicting you, not for just any reason like month-to-month tenants in private housing. For many project-based buildings, the landlord must also give you a written termination notice and a right to meet with the landlord to try to solve the problem without moving.

Section 8 Voucher tenancies, where you take the subsidy with you when you move, may be terminated without a reason at the end of the lease.

In most public housing terminations, you have the right to a formal hearing in front of a hearing officer or panel before a Housing Authority can take you to court to evict you.

### Admission

All public housing and assisted housing programs have maximum income limits for applicants. Some housing programs also limit applicants to certain categories like age limits or a particular

type of disability. The local housing authority or the Minnesota HUD office in Minneapolis can give you information about income limits.

In addition to income and program eligibility, other standards must be met. Some of these requirements are:

- paying rent on time
- following the lease and rules
- not disturbing your neighbors, and
- not damaging the property.

To choose residents the landlord may

1. Check with other landlords to see if you paid your rent or if you disturbed your neighbors.
2. Check your criminal history, with the police, F.B.I., and/or the court system.
3. Check your record with the unlawful detainer court or a tenant screening agency.
4. Check your credit history.

**If you are a victim of domestic violence**, a housing program cannot turn you down because of what the abuser did. Domestic violence can be violence against you or a family member, dating violence and stalking. The housing agency or landlord can ask you to prove the domestic violence.

### **If You Are Denied Admission to Public Housing**

- You get a written decision that tells you about your appeal rights.
- You have the right to know any bad information the landlord/housing authority found. You often have the right to give other information to correct bad information that is wrong. You also can show that your situation has changed, like you got a job or are in counseling.
- If you applied for public housing and are rejected by the Housing Authority, you are entitled to a hearing. You have the right to examine the materials used to deny your application and to correct anything that is wrong. At the hearing, all the information in the Housing Authority's file will be presented.

- In all public and assisted housing you have the right to “reasonable accommodation.” This means you can ask that admission rules or policies be changed if you need the change because of your disability. Your request to change rules has to be reasonable and give you equal access to the housing.



## Rent

Federal laws set the amount of rent that assisted and public housing residents must pay. The amount of rent depends on your income. The rent for most tenants in public and assisted housing is either 30 percent of your income after certain deductions are made, or the minimum rent set by the housing authority. You must have proof of income when you apply and you must report income increases when they happen. If your income decreases, the rent usually decreases. Recertification of income and rent is done once a year, **but you need to report income and family changes according to the housing program rules.** A rent overcharge can be a defense to an eviction court case. If you have questions about your reporting requirements or eviction defenses, you should contact a lawyer or your local legal services office at 1-(877) 696-6529.

## Grievance Procedures – If You Have Complaints

Housing Authorities have grievance procedures for public housing residents. Private landlords do not have this obligation. You can begin the grievance process for anything done by the landlord that you believe affects or threatens your health and safety, or the amount of rent you pay. All requests for a grievance hearing must be in writing. The housing authority usually must also use the grievance process when it claims you have violated your lease.

In Minnesota, Housing Authorities may waive the grievance procedure and go directly to court to evict when it claims your lease violation threatens health or safety. If you are denied a grievance hearing, especially before an eviction hearing, contact your local legal services office or a housing advocate.

You have 4 important rights at a grievance hearing

1. You have the right to see your file in the housing authority’s office before the formal grievance hearing, including all the information the housing authority is using in its complaint.
2. You have the right to “cross-examine” (ask them questions yourself) the witnesses who have made complaints. The housing authority cannot present complaints at the hearing without the witnesses to prove the story.
3. You have the right to be represented by a lawyer or any other person you choose.
4. You have the right to a decision based on only the evidence presented at the hearing. The decision makers cannot consider any evidence not brought up at the hearing.

## Evictions

**If you are living in public or project-based assisted housing, you can be evicted only for serious or repeated violations of important terms of the lease or for other good reasons.**

Examples of serious lease violations include:

- not paying rent
- intentional damage of property
- violence to other tenants
- criminal activity



**If you are a victim of domestic violence**, you cannot be evicted because of what the abuser did. Domestic violence can be violence against you or a family member, dating violence and stalking. This does not mean that the housing agency or landlord cannot enforce other housing program rules or other terms of the lease.

Examples of minor lease violations that may be a basis for eviction if they are repeated may include repeated refusal to permit scheduled inspections or repairs, or repeated late payment of rent. Remember, many evictions for nonpayment of rent can be avoided by quickly reporting a reduction in income. Make your report in writing.

You must be advised of the reason for the eviction. In addition, as a public housing tenant, you must be advised of your right to ask for a grievance hearing. The type of notice and deadline to ask for an appeal depends on the type of housing program. If you get a notice to vacate you should talk to your local legal services office or a housing advocate immediately. Even if you lose at the housing authority's grievance hearing, **you cannot be evicted without an eviction court complaint** and a hearing in court. At that time you have the chance to defend yourself. At the eviction (unlawful detainer) hearing you can raise all of the defenses discussed earlier for private landlord/tenant relationships. They are also available to you as a resident in a public, project-based assisted housing program, or as a Section 8 Voucher holder.

For more information about Public Housing, get a copy of the booklet called A Guide to Public Housing in Minnesota. You can get one from your local legal aid office or online at [www.lawhelpmn.org](http://www.lawhelpmn.org).

## Chapter 10: Manufactured Home Parks

Under Minnesota law, tenants in manufactured home parks have the same rights and responsibilities as tenants in other residential buildings. However, there are also laws that have to do with special situations that come up only in manufactured home parks.

Here are some of the specific laws for tenants in manufactured home parks



- Rent can be raised twice a year.
- The manufactured home park owner has to use a **written** agreement with a tenant when renting a lot. The written agreement must state all the terms and conditions of the agreement. This is different from tenants in residential buildings because some landlords in those buildings rely on **verbal** leases.
- The park owner must give a **60-day written notice** to a tenant **before** changing any rule. New rules may be made for existing tenants **only if** the new rules are reasonable and do not make major changes to the original agreement between the tenant and park owner. In other rental buildings, the notice required to change a rule depends on the type of tenancy (such as fixed term or periodic term).
- Tenants in manufactured home parks have the right to "organize" and hold meetings about issues affecting the tenants. Park owners may not prohibit these or any other activity in which the tenants are engaging as a way of expressing themselves. However, park owners may enforce rules that limit the time, place, and manner of these activities.

For more information on specific laws affecting your tenancy if you live in a manufactured home park, call a lawyer or your local legal services office and go to [www.LawHelpMN.org](http://www.LawHelpMN.org) for more information.

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the home. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

### LANDLORD'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

\_\_\_\_\_

(ii) \_\_\_\_\_ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Landlord (Check (i) or (ii) below):

(i) \_\_\_\_\_ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents here). \_\_\_\_\_

\_\_\_\_\_  
(ii) \_\_\_\_\_ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### TENANT'S ACKNOWLEDGMENT (initial)

(c) \_\_\_\_ Tenant has received copies of all information listed above.

(d) \_\_\_\_ Tenant has received the pamphlet Protect your Family from Lead in Your Home.

### LEASING AGENT'S ACKNOWLEDGMENT (INITIAL)

(e) \_\_\_\_ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
LANDLORD

Date:

\_\_\_\_\_  
TENANT

Date:

\_\_\_\_\_  
LEASING AGENT

Date:

## Answer Form to Landlord's Eviction Petition

STATE OF MINNESOTA

DISTRICT COURT

JUDICIAL DISTRICT

COUNTY OF \_\_\_\_\_

UNLAWFUL DETAINER (EVICTION)

\_\_\_\_\_,  
Landlord-Plaintiff.

vs.

\_\_\_\_\_,  
Tenant-Defendant.

### ANSWER

File No.:

For my answer to the landlord's unlawful detainer (eviction) case, I state the following defenses:

#### A. TYPE OF TENANCY OR OCCUPANCY

1. \_\_\_\_\_ Private term lease.
2. \_\_\_\_\_ Private month-to-month or periodic tenancy.
3. \_\_\_\_\_ Mobile home park lot rental.
4. \_\_\_\_\_ Foreclosed mortgage or canceled contract for deed.
5. \_\_\_\_\_ Other:

#### B. THE PAPERS WERE NOT SERVED/FILED PROPERLY (Minn. Stat. §566.06):

1. \_\_\_\_\_ I did not get the Court papers at least 7 days before the court date.
2. \_\_\_\_\_ Landlord-Plaintiff delivered the Court papers (M.R.C.P. 4.02).
3. \_\_\_\_\_ The Court papers were not handed to me, but were given to \_\_\_\_\_, who does not live with me, or is only \_\_\_\_\_ years old.
4. \_\_\_\_\_ The Court papers were mailed to me and posted on the door, but I have been in the County and could have been found to get the papers.

#### C. THIS LANDLORD DOES NOT HAVE THE RIGHT TO BRING ME TO COURT:

1. \_\_\_\_\_ I did not know the names and addresses of the owner or manager of my apartment at least 30 days before the landlord filed this case (Minn. Stat. §504.22).
2. \_\_\_\_\_ My landlord did not register a trade name with the Secretary of State. My landlord owes me \$250.00 (Minn. Stat. §333.06).
3. \_\_\_\_\_ My landlord failed to state in the court papers why I have done wrong with enough detail so I can defend myself. (Minn. Stat §566.05; Minn.R. Gen Prac. 603.)

**D. NON-PAYMENT OF RENT CASES:**

1. \_\_\_\_\_ I have paid the rent.
2. \_\_\_\_\_ I withheld my rent because my landlord has not made the following repairs: \_\_\_\_\_  
I can pay into Court the amount of rent claimed. I also request that the Court reduce the rent claimed by \$\_\_\_\_\_ (Fritz v. Warthen, 298 Minn. 54, 213 N.W.2d 339 (1973)).
3. \_\_\_\_\_ My landlord raised my rent without giving proper notice as required in the lease, or written notice at least one month before the increase. I can pay into Court the amount of rent before the increase (Minn. Stat. §504.06).
4. \_\_\_\_\_ My landlord raised my rent because I made complaints to \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_\_. I can pay into Court the amount of rent before the increase (Minn. Stat. §566.03(3)).
5. \_\_\_\_\_ My landlord is charging an improper late fee that is a penalty.
6. \_\_\_\_\_ I live in a mobile home park lot. The landlord did not give me 10 days written notice before filing this case. (Minn. Stat. §327C.09 (2)).

**E. NOTICE TO MOVE OUT CASES:**

1. \_\_\_\_\_ My landlord did not give me proper notice.
2. \_\_\_\_\_ My landlord asked me to move because I made complaints to \_\_\_\_\_ around \_\_\_\_\_, 20\_\_\_\_\_. (Minn. Stat. §566.03(2)).
3. \_\_\_\_\_ My landlord waived the notice by taking my rent after the move out date.
4. \_\_\_\_\_ I live in a mobile home park lot. The landlord did not give me proper written notice. (Minn. Stat. §327C.09.)

**F. BROKEN LEASE CASES:**

1. \_\_\_\_\_ I deny that I have broken my lease.
2. \_\_\_\_\_ My lease does not say that my landlord can "re-enter" or evict me for breaking the lease. (Bauer v. Knoble, 51 Minn. 358, 53 N.W.2d 805 (1892)).
3. \_\_\_\_\_ My landlord waived any lease violations by taking my rent after the time she/he said I broke the lease.
4. \_\_\_\_\_ I live in a mobile home park lot. The landlord did not give me proper written notice. (Minn. Stat. § 327C.09.)
5. \_\_\_\_\_ I have a disability. Landlord-Plaintiff did not reasonably accommodate my disability. (42 U.S.C. § 3604(f)(3); 24 C.F.R. Part 100.)

**G. OTHER:**

---

---

---

---

#### H. REQUEST FOR RELIEF

1. \_\_\_\_\_ Deny Landlord-Plaintiff's request to evict me.
2. \_\_\_\_\_ Reduce (abate) the rent claimed by Landlord-Plaintiff by  
\$ \_\_\_\_\_ to \$ \_\_\_\_\_.
3. \_\_\_\_\_ Reduce (abate) the future rent by \$ \_\_\_\_\_ to \$ \_\_\_\_\_  
until Landlord-Plaintiff completes repairs.
4. \_\_\_\_\_ Order Landlord-Plaintiff to provide for discovery of Landlord-  
Plaintiff's file on me, that is, to show me any papers or other information she/he has  
about me, give me a list of witness and what they will say in their testimony, and any  
evidence Landlord-Plaintiff has. Minn. Gen. R. Prac. 612.
5. \_\_\_\_\_ Continue the hearing for the following reasons: \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_ If I owe rent, give me \_\_\_\_\_ days to pay it. 614 Co. v. D.H.  
Overmayer, 297 Minn. 395, 398, 211 N.W.2d 891, 893 (1973).
7. \_\_\_\_\_ If I lose, give me seven days to move. Minn. Stat. § 566.09.
8. \_\_\_\_\_ If I lose, give me 60 days to try to sell my mobile home. Minn.  
Stat. § 327C.11, subd. 4.
9. \_\_\_\_\_ Do not award costs to Landlord-Plaintiff.
10. \_\_\_\_\_ Other: \_\_\_\_\_

I, the Tenant-Defendant, acknowledge that the court may award costs, disbursements, and reasonable attorney and witness fees to Landlord-Plaintiff, if Tenant-Defendant acts in bad faith, asserts a defense that is frivolous and costly to Landlord-Plaintiff, asserts an unfounded position solely to delay the ordinary course of the proceedings or to harass Landlord-Plaintiff, or commits a fraud upon the court.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant-Defendant

## **Twin Cities Tenant Screening Agencies**

First Check  
P.O. Box 334  
Wyoming, MN 55092

AppFolio, Inc  
50 Castilian Drive  
Goleta, CA 93117

Multi-Housing Credit Control  
10125 Crosstown Circle, Ste 100  
Eden Prairie, MN 55344

RealPage Resident Screening  
c/o Leasing Desk Screening Consumer  
Relations  
2201 Lakeside Blvd  
Richardson, TX 75082

Rental History Reports  
7900 W. 78<sup>th</sup> St, Ste 400  
Edina, MN 55439

Screening Reports  
220 Gerry Drive  
Wooddale, IL 60191

Rental Research Services, Inc  
7525 Mitchell Rd, Ste 301  
Eden Prairie, MN 55344

TenantsReports.com, LLC  
P.O. Box 450  
Springfield, PA 19064

Twin City Tenant Check  
910 Ivy Avenue East  
St. Paul, MN 55106

TransUnion My Smart Move- Disputes  
P.O. Box 800  
Woodlyn, PA 19094

Checkr.com  
Attention: Legal Department  
1 Montgomery St. Suite 2400  
San Francisco, CA 94104

Experian RentBureau  
P.O. Box 26  
Allen, TX 75013

Appriss  
Oyster Point Professional Park  
11824 Fishing Point Drive, Ste B  
Newport News, VA 23606

Name:

RE: Expunged Eviction File

Court File No. \_\_\_\_\_

Dear Directors:

I am the tenant(s) listed in the enclosed expungement order(s).

Minnesota Statutes § 504B.241, Subd. 4 provides that “If a tenant screening service knows that a court file has been expunged, the tenant screening service shall delete any reference to that file in any data maintained or disseminated by the screening service.” Subdivision 2 states that “At the request of the individual, the residential tenant screening service must give notification of the deletions to persons who have received the residential tenant report within the past six months.”

We request that you delete all of your references to this court file, and that you give notification of the deletions to persons who have received the residential tenant report within the past six months. Minnesota law does not permit tenant screening agencies to request any additional information on tenants before taking this action.

Please contact me if you have any questions. Thank you.

\_\_\_\_\_  
Name of Tenant

## Minnesota Standard Residential Lease

*By the Residential Real Estate Committee, Real Property Law Section  
Minnesota State Bar Association*

The Residential Real Estate Committee of the Minnesota State Bar Association's Real Property Law Council has published a new residential lease for general use by tenants and landlords. The form is entitled, "Minnesota Standard Residential Lease."

This new lease form is in compliance with Minnesota Statutes adopted through the 2000 legislative session. The form has been reviewed by the Minnesota Attorney General and contains the following statement:

**"The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. 1325G.31 (1999). Certification of a contract by the Minnesota attorney general under the plain language contract act is not otherwise an approval of the contract's legality or legal effect."**

To download a SAMPLE copy of the Minnesota Standard Residential Lease, you must **request access** to the (free) form through the Minnesota State Bar Association here:

<http://www.mnbar.org/members/committees-sections/msba-sections/real-property-law-section/residential-real-estate-committee-forms#.WbrJ-CSVc98>

## Notice to end lease due to fear of violence (Minn. Stat. § 504B.206)

Date: \_\_\_\_\_

Dear Landlord:

Minnesota law (Minn. Stat. § 504B.206) lets me break my lease because I, or another person authorized to live in my home, fear imminent violence because of an incident of domestic abuse, stalking, or criminal sexual conduct. This is my notice that I am breaking my lease because of fear that I or another person authorized to live in my home will become the victim of domestic or sexual violence again if I do not move.

I will move out on: \_\_\_\_\_.  
(Date –this may be any date before the end of your lease)

I am attaching a copy of the (check one):

- ☐ Order for Protection
- ☐ No Contact Order
- ☐ Documentation from a Court Official or Law Enforcement Official
- ☐ Documentation from a qualified third party-- licensed health care professional, domestic abuse advocate, or sexual assault counselor

If any of my property is left behind after I move (check one):

- ☐ You may get rid of my property right away
- ☐ Please store my property for 28 days and I will be responsible under the statute for storage fees as required by Minn. Stat. § 504B.271.

I understand that my security deposit will not be returned to me in exchange for me being able to break my lease early due to imminent fear.

I request that you do not give the information in this letter or the attached document to anyone, especially not my abuser, as required by Minn. Stat. § 504B.206.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**[Keep a copy of this letter and the document you attached for your records]**

## Statement by qualified third party (Minn. Stat. § 504B.206)

I, \_\_\_\_\_ (*name of qualified third party*), do hereby verify as follows:

1. I am a licensed health care professional, domestic abuse advocate, as that term is defined in Minn. Stat. § 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that term is defined in Minn. Stat. § 595.02, subdivision 1, paragraph (k), who has had in-person contact with

\_\_\_\_\_.

(*name of victim(s)*)

2. I have a reasonable basis to believe \_\_\_\_\_ (*name of victim(s)*) is a victim/are victims of domestic abuse, criminal sexual conduct, or stalking and fear(s) imminent violence against the individual or authorized occupant if the individual remains (the individuals remain) in the leased premises.

3. I understand that the person(s) listed above may use this document as a basis for gaining a release from the lease.

I attest that the foregoing is true and correct.

\_\_\_\_\_  
(*Printed name of qualified third party*)

\_\_\_\_\_  
(*Signature of qualified third party*)

\_\_\_\_\_  
(*Business address and business telephone*)

\_\_\_\_\_ (*Date*)

**[Keep a copy of this letter and the document you attached for your records]**

# Tenant's Repair List

Dear \_\_\_\_\_

Date: \_\_\_\_\_

Please make the following repairs within the next 14 days.

√	PROBLEM	WHEN IT STARTED	DESCRIPTION
	<b>INFESTATIONS</b>		
	Mice		
	Cockroaches		
	Other		
	<b>ELECTRICAL</b>		
	No/ Broken smoke detector		
	Exposed Wiring		
	Short Circuits		
	No cover plates on outlets		
	Other		
	<b>PLUMBING</b>		
	No hot water		
	Clogged pipes/toilet		
	Bad water pressure		
	Dripping faucets		
	Leaks		
	Other		
	<b>WINDOWS</b>		
	Missing/Torn screens		
	Missing/Torn storm windows		
	Broken/Cracked glass		
	Missing/ Broken locks		
	Other		
	<b>DOORS</b>		
	No deadbolt locks		
	Broken locks		
	Missing/Broken door knobs		
	Other		

√	PROBLEM	WHEN IT STARTED	DESCRIPTION
	<b>WALLS / CEILINGS/ FLOORS</b>		
	Chipped / Flaking paint		
	Holes or cracks in walls		
	Leaky roof or ceiling		
	Holes in carpet		
	Missing/Broken tiles or linoleum		
	Other		
	<b>FURNACE</b>		
	Not enough heat		
	Gas leaks		
	Other		
	<b>APPLIANCES</b>		
	Broken stove/oven		
	Broken refrigerator		
	Other		
	<b>SECURITY / PRIVACY</b>		
	Illegal Entries by landlord		
	Disturbance by other tenants		
	Break-ins, vandalism		
	Other		
	<b>OTHER AREAS</b>		
	Bare patches in yard		
	Trash from previous tenant		
	Problem with garage		
	Leaky basement		
	Pay utility bills		
	Other		

Tenant's Name: \_\_\_\_\_

Tenant's Address \_\_\_\_\_

# Rent Escrow Affidavit

DISTRICT COURT

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Plaintiff (tenant)

**RENT ESCROW  
AFFIDAVIT**

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 sent the landlord a letter describing the repair problems or violations of the lease. The landlord did not fix them within 14 days. A copy of my letter is attached.  
and / or

" 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.

6) As of today, the amount of rent that I owe is \$ \_\_\_\_\_ I am depositing that amount with the court.

7) My best estimate is that it would cost \$ \_\_\_\_\_ for the landlord to make all the repairs.

8) The landlord has known about these repair problems since approximately the following date or dates \_\_\_\_\_

9) Since these repair problems have existed, my apartment has not been worth the amount of rent I pay. It has only been worth \$ \_\_\_\_\_ per month.

10) I respectfully ask the court to issue an order including the following: \_\_\_\_\_

- a. Order the landlord to make all of the repairs right away.
- b. Reduce my rent to \$ \_\_\_\_\_ per month until the month after all of the repairs are completed. 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 payments from future rent.
- c. Of the money I deposited with the court, order that \$ \_\_\_\_\_ be returned to me, for the rent that I have paid while the landlord did not make the repairs.
- d. If I am entitled to more rent money back for the repair problems in the past months, enter a judgment against the landlord for \$ \_\_\_\_\_ and authorize me to collect the judgment by taking it out of future months' rent.
- e. If I have used an attorney, enter a judgment in my favor for reasonable attorney fees. Authorize me to collect the judgment by taking it out of future months' rent.
- f. Set a follow-up hearing to make sure the landlord has made the repairs ordered.
- g. Other: \_\_\_\_\_

11) 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.

Dated: \_\_\_\_\_ Signature \_\_\_\_\_ Daytime phone \_\_\_\_\_

Subscribed and sworn to me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public



## **Education for Justice**

A project of the Minnesota Legal Services Coalition  
[www.mnlegalservices.org](http://www.mnlegalservices.org)