



## **Can My Landlord Enter My Home?**

### **A Tenant's Right to Privacy**

#### **When can my landlord enter my home?**

Minnesota law says that a landlord or caretaker can only enter your apartment for a business reason or an emergency. If it is for a business reason, the landlord has to tell you 24 hours ahead of time. A landlord can't make you sign anything giving up your right to know ahead of time if they want to enter your apartment. Some cities have tenant privacy laws in their housing codes. You can find out by calling the housing inspection office or the mayor of your city.

#### **What is a business reason?**

The law lists some examples of business reasons:

- If your lease is about to end or you have given notice to move, the landlord can show the apartment to a new tenant.
- The landlord can show the apartment to someone who may buy it.
- To do maintenance work or allow inspections.
- To do pre-arranged housekeeping in senior citizens' housing.
- A tenant is causing a disturbance in an apartment.
- The landlord has reason to think the tenant is violating the lease in the apartment.
- The landlord has reason to think someone is living there without permission.
- The tenant has abandoned the apartment. The landlord must have reason to believe the tenant abandoned the apartment before entering.



#### **What kind of notice does the landlord have to give me?**

The landlord has to give you notice at least 24 hours ahead of time. The notice has to give a specific time or window of time. The time has to be between 8:00 am and 8:00 pm unless you agree to something different. The notice **does not** have to be in writing.

If a landlord enters your home without notice while you are out, they have to leave a note in a place where you can see it.

**Note:** If a landlord has a business reason to enter your apartment and has given you 24-hour notice then they have the right to enter between 8am and 8pm. They can enter even if the timing is not convenient for you, or you are not home. If you asked your landlord to make repairs, that is a good business reason to enter your apartment.

## What is an emergency?

In an emergency, your landlord can come in your apartment without telling you first. It is an emergency if:

- There is a maintenance, building security, or crime problem in an apartment that may harm a person or property.
- The landlord thinks that you or someone in the home is in danger.
- The landlord thinks there is illegal activity.

## What if my landlord breaks the law?

Send a letter to the landlord telling your landlord to stop. Include a copy of this fact sheet. Date your letter and keep a copy. Give your landlord 14 days after your letter to stop the privacy violation. If they don't stop, you can file a Rent Escrow case for a court order telling the landlord to stop and asking for money (damages).

You can ask the court to give you back your rent money, plus a penalty of up to \$500, and reasonable lawyer fees for each privacy violation. How much rent you get back, and how much the penalty is, depends on how bad the violations were. You can also ask the court to cancel your lease so that you can move out.



## How do I file a case?

Remember: Wait 14 days after you send the letter to the landlord and **then** file the case. Bring a copy of the letter to file with the court.

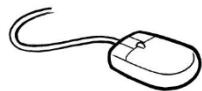
A Rent Escrow form is attached. To start a Rent Escrow case, fill it out and take it to your county courthouse along with your rent money.

You don't need to check the boxes on the form that are for repair problems if your home is in good repair and/or the only issue you want help with is protecting your privacy.

You don't need to wait until your rent is due to file a rent escrow. But you must pay **all** the rent into court when it is due. If you don't pay all of the rent that is due into court when you start a rent escrow case, your landlord could counterclaim to evict you.

## Does it cost to file a Rent Escrow Action?

You don't have to pay a filing fee if you have a low income. Ask the court clerk for a court fee waiver form or [create one online](http://www.lawhelpmn.org/forms).



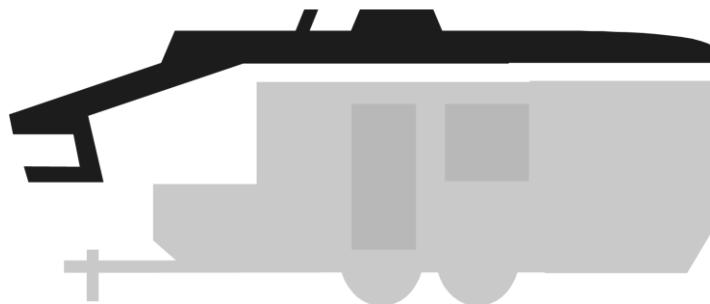
Go to [www.lawhelpmn.org/forms](http://www.lawhelpmn.org/forms).

→ Click on *Court Fee Waiver*

When you file your Court Fee Waiver, make sure you have proof of your low income, like pay stubs, or proof of government assistance.

## Does the right to privacy apply to mobile home parks?

The law does not apply if you own your mobile home and rent a space. It may apply if you rent both the home and the space from your landlord.



**Fact Sheets are legal information NOT legal advice. See a lawyer for advice.**

*Don't use this fact sheet if it is more than 1 year old. Ask us for updates, a fact sheet list, or alternate formats.*

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

Plaintiff (Tenant)

vs.

Defendant (Landlord)

**RENT ESCROW**  
**AFFIDAVIT**  
**Minn. Stat. 504B.385**

**FILE NO.**

Plaintiff states under oath:

1. My address is \_\_\_\_\_
2. My landlord's name is \_\_\_\_\_
3. My landlord's address is \_\_\_\_\_
4. The monthly rent is \$ \_\_\_\_\_
5.  My landlord has violated my right to privacy under Minn. Stat. 504B.211
  - a)  S/he entered my home without a reasonable business purpose or emergency
  - b)  S/he entered my home without making a good faith effort to give me a 24-hour notice.
  - c)  S/he entered my home when I was not there without giving prior notice and did not place a written disclosure of the entry in a conspicuous place.
  - d)  I sent the landlord a letter stating the privacy violations. A copy is attached.
6.  My landlord has failed to make needed repairs and
  - a)  I sent the landlord a letter describing the problems. The landlord did not fix them within 14 days. A copy of the letter is attached.  
and/or
  - b)  An inspector ordered the landlord to make repairs. The inspector's deadline has passed, and the landlord has not made all the repairs. A copy of the inspector's orders is attached.
7. As of today, the amount of rent I owe is \$ \_\_\_\_\_ I am depositing that amount with the court.
8. My best estimate is that it would cost \$ \_\_\_\_\_ for the landlord to make all the repairs.
9. The landlord has known about these repair problems since on or near the following date or dates:  
\_\_\_\_\_  
\_\_\_\_\_

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

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

a)  Right to Privacy: Money damages

- (i) Return to me \$ \_\_\_\_\_ of the rent I have paid.
- (ii) Award me \$500 for each violation, for a total of \$ \_\_\_\_\_
- (iii) Authorize me to collect this money by deducting it from the rent.

b)  Lease Cancellation

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

c)  Repairs

- (i) Order the landlord to make all of the repairs immediately.
- (ii) Reduce my rent to \$ \_\_\_\_\_ per month until after all of the repairs are done. For any repairs that the landlord does not complete by the court's deadline, authorize me to pay for the repairs myself and deduct the cost from future rent.
- (iii) For the repair problems in the past months, enter a judgment against the landlord for \$ \_\_\_\_\_
- (iv) If I have used an attorney, enter a judgment for reasonable attorney fees.
- (v) Let me collect the judgment by taking it out of future month's rent.
- (vi) Set a follow-up hearing to make sure that the landlord made the repairs and done all the things ordered.
- (vii) Other: \_\_\_\_\_

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

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

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

Signature

Daytime phone

County and State where signed