



Getting a Landlord to Make Repairs

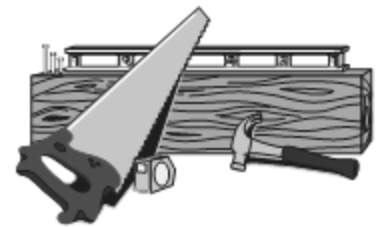
Does my landlord have to fix things in my apartment?

A tenant has the right to live in a home that is in reasonable repair, fit for use as a proper home, meets local housing codes and is reasonably energy efficient. The landlord has the responsibility to make sure your home is fit to live in. If your landlord does not make repairs, there are things you can do to make the landlord fix the problems. If it is not an emergency, do the things below.

If it is an emergency, call your legal aid office right away at 1-(877) 696-6529. Emergencies are things like no power, no heat or heat below 68 degrees, nonfunctioning air conditioner (if AC is included in your lease), no stove or oven, no working plumbing, no hot water, a serious infestation, an intent-to-condemn notice, and more.

Make a List of What Needs to be Fixed

Make a list of things that need fixing or fill out the attached repair list. Make sure you put the date on it and sign it. Keep a copy for yourself and mail it to your landlord. Send it to the address where you pay rent. If you pay rent online, the website should have a mailing address listed on it. Some judges are ok with texts and emails asking for repairs. If you send a text or email, make sure you can print them out with a date and time stamp. Your landlord has 14 days to fix the problems after getting the written request from you.



Call a Housing Inspector

You don't have to call an inspector but if your city has housing inspectors, call them. They can back up what you put on your list. When they come, show them your list so that they do not miss anything. Ask for a copy of their report.

In Minneapolis, call 3-1-1. In St. Paul, call (651) 266-8989. In other parts of the state, you can call 2-1-1, or 1- (800) 543-7709 to see if your city has a housing inspector.

Housing inspectors may find problems that you missed. If the problems are bad enough, they can condemn the building if repairs aren't made. If problems are not emergencies, inspectors usually give landlords 30 days to fix them.

Can my landlord kick me out for calling an inspector?

A landlord cannot evict you for asking for repairs or calling a housing inspector. But a landlord can try to evict you if you don't pay rent because of repair problems. If you paid your rent and a landlord tries to evict you because you asked for repairs, you can ask the court to dismiss the eviction. Also ask them to "expunge" it, which means erasing it from public records. See our fact sheet [Evictions](#).

What if my landlord doesn't do the repairs?

If the landlord still does not make the repairs after you write a letter or call the inspector, file a Rent Escrow action. This means you pay your rent to the court to start a case against the landlord. The case is to get a court to order repairs. You can also use the case to make your landlord follow the things in your lease if they have been violated.

You can file one if:

- It has been 14 days since you sent the landlord a letter about repairs and/or other lease violations by your landlord or
- A deadline given by housing inspectors has passed or the housing inspector gave the landlord too much time to make repairs.



If you have low income, call your legal aid office at 1-(877) 696-6529.

They can represent you, refer you to another agency, or give you advice. Find other programs that can help too at: <http://www.lawhelpmn.org/providers-and-clinics>. If you can't get a lawyer, you can do it yourself.

Until you file your Rent Escrow action, pay your rent to the landlord as soon as the rent is due. If you do not pay, your landlord can file an eviction against you. You may have defenses because of the repair problems, but it is better and safer to use a Rent Escrow action than to defend an eviction.

Note: If you live in Duluth, a local rule lets you fix certain repairs and subtract the amount of the repair from the rent you owe.

You must tell the landlord in writing about what needs to be repaired, and that you plan to deduct the cost of fixing it from the rent if they don't fix it. The landlord needs to fix the problem or schedule someone to do the repair within 14 days after you give them notice. If they don't, you may be allowed to fix the problem yourself. You can subtract the cost of the repair from your future rent. The most that you can deduct is either \$500, or half a month's rent, whichever is greater. You can't use this option if you caused the damage.

You can find the whole list of requirements in Chapter 29A of the [Duluth Legislative Code](#).

Does it cost to file a Rent Escrow Action?

There is a filing fee. If you have low income, fill out a court fee waiver form to ask the court to let you skip paying the fee. The court has these forms, or you can [create one online](#) using a step-by-step interview.

Go to: www.lawhelpmn.org/forms. Click on *Court Fee Waiver*.

When you file your fee waiver make sure you have proof of your low income, like pay stubs, or proof of government assistance.

How do I file a Rent Escrow Action?

To file a Rent Escrow action, go to the county courthouse. Take with you:

1. A Rent Escrow Affidavit (form attached)
2. A copy of the written repair request you made to your landlord, or the inspection orders made by the city inspector, and
3. **All the rent due** (cash, money order, or certified check). 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.

For example: you can file a Rent Escrow after paying your rent for the month to the landlord. Then you don't have to pay the rent into court. But if you owe any rent when you file the Rent Escrow, you need to pay it into court when you file the case.

If you don't pay all of the unpaid rent into court when you file a Rent Escrow, your landlord could ask the judge to evict you.

The clerk usually schedules a hearing for you within 10-14 days from when you file the Rent Escrow.

What do I need for the hearing?

Gather evidence. Bring your evidence to the hearing. Evidence can be things like:

- Photos that show the problems. Print them, label and date them for the court.
- If an inspector has been to the property, go to the inspections office and get a **certified** copy of the Inspection Report. If the inspector knows more than is in the report, you can "subpoena" (make) them come to court. Ask the court clerk how to do this.
- Print emails, text messages, and other things showing you asked the landlord to make the repairs.
- Other witnesses, like a neighbor who has seen the repair problems.



For each repair problem, you want to be able to show the court:

- How long it's been a problem.
- How long the landlord knew about it.
- How the problem has affected you and made your life worse. Give details!

What can I ask the court to do?

You can ask the court to:

- Order repairs.
- Reduce your rent until the repairs are done.
- Give you back rent money for the months you lived there with the repair problems.
- Let you get the repairs made and deduct the cost from your rent.

Here is an example:

It is now June. You moved in on January 1. The plumbing was bad when you moved in. You told your landlord in writing about the bad plumbing right away. The roof has leaked since March, and you told the landlord in writing as soon as it started to leak.

If you have not paid June rent, you can start a Rent Escrow case by putting the unpaid June rent into court along with the attached Rent Escrow affidavit. Also put in a copy of your letters from January and March. You can ask the judge to make the landlord fix the problems. You can also ask for some money off the rent for January and February because of the bad plumbing. You can ask for a larger amount off for March, April, May and June, because of the second problem, the leaky roof.

So, out of the money you paid into court, some of it should go back to you because of the repair problems that were not fixed. Also, ask the judge to lower your future rent until the landlord makes all of the repairs.

It is important to note that the judge has a lot of power to decide how much of a rent reduction you should get. Different judges give different values to repair issues, so the amount of rent reduction can be very different depending on who decides your case or where you live.



Remember: The main point of a rent escrow case is to get repairs made, not to get rent back. This is why it is important for you to show how each problem affected you and made your life worse in the rental home. Proving how each problem made your life worse can help convince a judge to give you a rent reduction along with ordering repairs.

Can I break my lease because of repair issues?

Repair problems are usually not a good reason to end a lease. If you leave your property and stop paying rent your landlord could take you to court. But very serious repair problems might give you the legal right to break your lease. It's best to have a judge rule that the lease can be broken. If your repair issues are very serious, a judge might rule that you have been "constructively evicted." That means the place is no longer fit to live in.

If this is the case, you may be able file an **Emergency Tenant Remedies Act (ETRA)** case against your landlord. In the ETRA case, ask the judge to say that the lease is ended. It's best if you have a lawyer to help you with a case like that. See our fact sheet [Emergency Repair Problems](#).

Can I sue in Conciliation Court?

If you don't file a Rent Escrow or an ETRA, you can sue in Conciliation Court to get rent money back. You can do this while you live there or after you move out.



In Conciliation Court, you can't ask for repairs to be made – just for money damages. You do not need a lawyer. For evidence, it helps to have things like letters, inspection reports, and printed photos. See our fact sheet, [Conciliation Court](#).

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

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

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Tenants' Repair List Letter– Request for Repairs

Dear _____

Date: _____

Please make the following repairs within the next 14 days.

✓	PROBLEM	WHEN IT STARTED	DESCRIPTION
INFESTATIONS			
	Mice		
	Cockroaches		
	Bed bugs		
	Other		
ELECTRICAL			
	No/ broken smoke detector		
	Exposed Wiring		
	Short Circuits/Faulty electrical		
	No cover plates on outlets		
	Other		
PLUMBING			
	No hot water		
	Clogged pipes/toilet		
	Bad water pressure		
	Dripping faucets		
	Leaks		
	Other		
WINDOWS			
	Missing/torn screens		
	Missing/broken storm windows		
	Broken/cracked glass		
	Missing/ broken locks		
	Other		
DOORS			
	No deadbolt locks		
	Broken locks		
	Missing/broken doorknobs		
	Other		

✓	PROBLEM	WHEN IT STARTED	DESCRIPTION
WALLS / CEILINGS/ FLOORS			
	Chipped / flaking paint		
	Holes or cracks in walls		
	Leaky roof or ceiling		
	Holes in carpet		
	Missing/broken tiles or linoleum		
	Other		
AIR CONDITIONER / FURNACE			
	Nonfunctioning AC (if in lease)		
	Not enough heat		
	Gas leaks		
	Other		
APPLIANCES			
	Broken stove/oven		
	Broken refrigerator		
	Other		
SECURITY / PRIVACY			
	Illegal entries by landlord		
	Disturbance by other tenants		
	Break-ins, vandalism		
	Broken or unsecure entry doors		
	Other		
OTHER AREAS			
	Issues with the yard		
	Trash from previous tenant		
	Problem with garage/ storage area		
	Leaky basement		
	Pay utility bills		
	Missing/broken cabinets/doors		
	Other		

Tenant's Name: _____

Tenant's Address: _____

Tenant's Signature: _____

COUNTY OF _____

JUDICIAL DISTRICT _____

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 written notice describing the repair problems or violations of the lease. The landlord did not fix them within 14 days. A copy of my letter or other written communication 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.

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

Dated: _____

Signature

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____

For the court to fill out

Total rent deposited: \$ _____ + \$16.00 filing fee = \$ _____ total paid.

Set for _____ at _____ M, in _____ Notice sent _____

Continued to _____ at _____ M, in _____ Notice sent _____