Shared Utility Meters

What is a shared utility meter?

A utility meter measures how much electricity, gas, or water is being used. A shared meter is a single meter that measures what is being used by 1 apartment or unit, and some space outside that apartment. That space could be another apartment or the common areas of an apartment building or duplex.

Examples of shared meters: a building where one meter covers 2 apartments, or a meter that covers 1 apartment and a basement that is shared by everyone in the building. If you are not sure if you have a shared meter, ask your utility company to check and tell you.

If the number of utility meters are:

- the same as the number of units in the building, or
- more than the number of units in the building

do not do anything like pay and deduct from your rent or other actions until you talk to a lawyer.

Find your local legal aid office at 1-877-696-6529 or find other legal help at https://www.lawhelpmn.org/providers-and-clinics.

Whose name should be on the bill? How is it paid?

Minnesota law says that the landlord has to pay the bill for a shared meter.

The bill for a shared meter should not be in the tenant's name.

You should not make payments to a utility company for an account in the landlord's name, including a shared meter account.

But, if the landlord does not pay a bill and the utility company threatens a shutoff, you may need to make part of a payment to keep your service on. If this happens, you can deduct what you have paid from your next rent payment (see below- What if my Landlord Hasn't Paid and a Shut-off Notice is Posted?). Call the utility company if you think you are paying a utility bill for a shared meter.

There are different ways that you may have to pay for your part of a utility bill on a shared meter. Utility costs could be added as part of your rent in your lease. Or you could be asked to pay part of a shared meter utility bill to the landlord separately from your rent.

The landlord wants me to pay separately for the shared meter. What are the rules about this?

If your lease says that you pay the landlord separately from your rent for shared meter utilities, there are rules.

- If you are going to be paying utilities separately, it has to be written in your lease. There needs to be a separate paper attached to the lease that explains how your bill is calculated.

- Minnesota law sets out a way to divide the bill that is fair. The law says you are not responsible for the cost of utilities in common areas, in areas used by the landlord or in empty units.

  You are not responsible for water used for building maintenance (like watering the lawn) or for areas used by all tenants, like laundry rooms.

- Your lease must say that your landlord has to give you a copy of the actual utility bill for the building. They also have to give you a copy of each divided utility bill, **if you ask for it**.

- **If you ask**, your landlord must give you copies of actual utility bills for the last 2 years.

- If you fall behind on utility bills, the landlord must offer you a payment plan. The plan should be based on what you can afford to pay. But you have to tell the landlord what your situation is. If there is a disagreement over the amount of the payments, you can talk to the Public Utilities Commission (PUC) for help. Call them at 651.296.0406 or file a complaint about the problem at consumer.puc@state.mn.us.

- If you are late, a landlord can't charge more than a $5 late fee per billing period. Even if you pay more than 1 utility separately.

- The landlord can charge an "administrative billing fee." This can't be more than $8 per billing period. Even if you pay more than 1 utility separately.

- By September 30 of each year, the landlord must tell you in writing about the Energy Assistance Program. The information must give you the toll-free telephone number of the agency.

What if I am paying on a shared meter, but shouldn't be?

If your name is on the utility bill and you are on a shared meter, the landlord should be paying. Call the utility company right away to report the problem. You can sue the landlord to get your money back. Your claim can include a penalty of $500 or 3 times what you paid, whichever is more. You can also ask a judge to order the landlord to take over responsibility for the bill.

A rent escrow action is one kind of court case that you can use to deal with shared meter problems. At least 14 days before filing the case, you must give your landlord written notice of the shared meter, what you have paid, and a chance to fix the issue. Keep a copy of the notice you give the landlord. If 14 days goes by and your landlord has not put the utility bill in their name or made the necessary corrections, you can file a rent escrow action. You can also have the utility company, and a housing inspector notify the landlord of the shared meter. The inspector gives the landlord a deadline. If the deadline passes you can file a rent escrow action. For more information on rent escrow actions, see our fact sheet, *Getting Your Landlord to Make Repairs*.

Can a landlord disconnect my utilities?

No. A landlord can't disconnect your shared meter utility service, even if you are behind on your bill. But the landlord **can** evict you for not paying as a violation of your lease.

Note: You can't be evicted for not paying your heating bill during the "Cold Weather Period." October 1st to April 30th. You also can't be evicted for not paying utility bills if someone in your home needs the utility service (heat, electric) for a health reason or emergency. This rule protects you and your household.

BUT, in both cases, you have to set up a payment plan with the utility to pay what you owe.

What if the landlord tries to evict me for not paying my shared meter bill?

If you filed a complaint with the PUC about gas or electricity service, the eviction case can't move forward until that complaint is resolved by the PUC. Until it is resolved, the court can't ask you to pay any money into court or to the landlord.

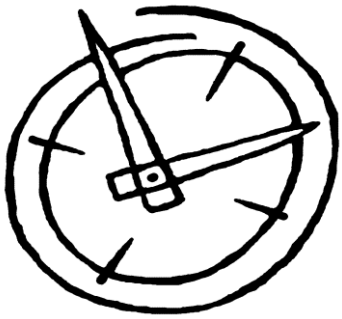
If you are low income you don't have to pay money into court or to your landlord even if you didn't file with the PUC, but the eviction case can move forward.

If there's no PUC complaint, and you are not low income, then the court can say you have to pay money into the court but only for the amount the court thinks your bill will be going forward.

What if my landlord hasn't paid and a shut-off notice is posted?

If a utility shut-off notice is posted because of an overdue bill that the landlord has not paid, you can file an emergency relief action. This is also called an emergency tenant remedies action (ETRA). Give your landlord a 24-hour notice of the problem, and that you are going to file the case if the bill is not paid.

Our fact sheet, *Emergency Repair Problems*, has more information.



You can also give a 48-hour written notice to your landlord that you are going to pay the bill and subtract it from rent. Send the notice to the landlord in a letter and keep a copy for yourself. After you pay the bill, you need to send the landlord a copy of the receipt showing that you paid.

Note: You only need to pay the current bill. You don't have to pay any back charges the landlord owes to the utility company or any deposits or reconnection fees.

There is more information in our fact sheet, *Utility Shutoffs When the Landlord Owes the Bill*.

What if I paid on a shared meter where I used to live?

If you move out of an apartment where you paid for service on a shared meter that the landlord should have paid, you can file a claim in Conciliation Court. You do not need a lawyer if the total claim is $20,000 or less. If the claim is higher, you can sue in district court.

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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