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TENANTS' RIGHTS
IN MINNESOTA



MINNESOTA LEGAL SERVICES COALITION

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.

If you have a low income, you can get a free copy of this booklet from your local legal services office. You can also see booklet info

- Online at LawHelpMN.org to view or print out.
- Purchase a printed booklet for $7.48 (which includes applicable sales tax, postage, and handling) by going to MNLegalServices.org/OrderBooklets.

If you have questions about ordering a booklet, email us at statesupport@mnlegalservices.org.

For free information about this and other civil legal topics, visit LawHelpMN.org.

Cover design by Jennifer Wallace, Art Director, Minnesota State Bar Association

This booklet includes Minnesota laws through the 2026 Minnesota Legislative Session.
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Booklets are reviewed for legal changes once a year and updated more if clear legal changes are needed. For the latest content, visit LawHelpMN.org.

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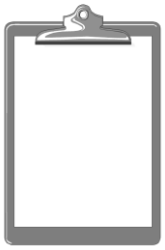
Chapter 1: Before Renting a Home

Types of Rental Housing

An apartment is the most common kind of home you can rent to live in. You can also rent a single-family house, a manufactured (mobile) home, half of a duplex, a condo, etc. We talk about apartments in this booklet because they are the most common, but most of this information applies to any place you rent to live.

There are special rules and rights for people living in manufactured home parks (Chapter 12), public and subsidized housing (Chapter 11), and assisted living and nursing homes (search on LawHelpMN.org).

What can I do to make sure an apartment I found is a good place to live?



Inspect the Apartment

Ask to see the apartment you would live in. Don't let the landlord show you one "just like it." Even if you don't visit an apartment before renting it, the landlord must tell you about your right to inspect (look over) the apartment with the landlord when you move in or in the first 2 weeks of living there.

Inspect the apartment very carefully. Look for damage and other problems. Check the plumbing, lights, appliances, heating, electricity, locks, and windows. Write down any damage or problems, especially if you might apply to live there. You can use the repair list in the back of this booklet to make notes about what you see.

Ask the landlord to sign your list if you still want to rent the apartment after inspecting it. This proves that the landlord knows about the damage. The signed list will help later if you need to ask for repairs or show that the damage to the apartment is not your fault. **Keep a copy** for your records.

Identify the Owner



Make sure you know who your landlord will be and who the owner of the building is. You should also find out how to contact them.

The building owner's name and address must be posted in a noticeable place in the apartment building. Ask them to point it out to you when you tour.

Make Sure The 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.

Check for Housing Code Violations

Housing codes are standards for upkeep of a building. Check for records of any violations of state law or housing codes at that address. That can be a sign that the landlord does not take care of the building or listen to renters. This is especially important to do if you noticed problems when you inspected.

You can do this by

- calling the city,
- calling the health department, or
- checking on the internet.

They can tell you if anything was wrong with the apartment when they last inspected and what has been done to fix the problems.

Landlords have to tell you about outstanding condemnation and inspection orders if a citation was issued. Outstanding order means that the landlord was told to fix problems by an agency, but it's before the deadline or the work still needs to be done. The landlord has to tell you about these **before** you sign a lease or pay rent or a security deposit.

A landlord has to give new tenants (renters) a copy of outstanding orders if

- An agency issued a citation for problems that threaten the health or safety of the tenant. This includes problems in the apartment and common areas in the building.

- 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.

There may still be problems with the apartment even if there were no inspections by the city or the health department. Small cities and rural areas might not have inspection departments or records.

What move-in costs should I know about?

Besides rent, you may have to pay for other things like

- heat,
- water,
- lights,
- trash collection,
- pet rent,
- parking,
- or other charges.

The landlord has to post all of the fees included with the total amount for rent in any advertisement. The landlord should tell you what utilties and other charges you need to pay before you sign the 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. It should be a "reasonable" amount. **Get a receipt** when you pay an application fee.

Ask the landlord what happens to the money if you don't rent the apartment. Find out if you get it back. A non-refundable fee is money that you don't get back. The landlord has to give the money back if they never use it to do a background screening on you.

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

- what kinds of things automatically disqualify you as a tenant and
- the name, address and telephone number of the tenant screening company they 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.

A pre-lease deposit is different from a security deposit because you pay it at the time you **apply** for the apartment. It is is different from an application fee because it is **before** the landlord does a background check and agrees to rent the apartment to you.

A landlord can't charge you a pre-lease deposit without a written agreement. The agreement might be part of the application. The agreement will have the rules about if you get the money back or not. Read everything carefully before you sign it.



- 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 can 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 is and what it covers. **Get a receipt** when you pay it. Make sure that the receipt is clearly marked "damage deposit" or "security deposit."

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 new address.

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 can't make you pay for "normal wear and tear" to the apartment.

You may not get your security deposit back if the building has been condemned (see "" in Chapter 7).

If the landlord wants to increase the amount of the security deposit while you are living there, the same written notice is required as is required for raising the rent (see "Can my rent go up after I sign the lease?" in Chapter 4). If you don't agree to the increase, you should answer right away with a written refusal. You may have to move out if you don't want to pay the increase.

See "Security Deposits" in Chapter 10 for more information.

Chapter 2: Tenant Screening Reports

Tenant Screening Companies



Landlords often use tenant screening companies to find out about a tenant before renting to them. Screening companies gather information about tenants, 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.

What is a Tenant Screening Report?

A tenant screening report is what the tenant screening company gives to a landlord that lists information about you. The report must show all the information the tenant screening company has about you in its files, plus where the information came from.

The law says a tenant screening report has to be correct. The tenant screening company has to check court records to make sure it is correct 24 hours before they give it to a landlord**.** But tenant screening reports sometimes still have wrong information. If the report has wrong information, a landlord might not want to rent to you.

This happens for many reasons. What happens most often is that

- You have a common name (for example, George Jones). Information about other people with similar names might show up on your report.

- The information in the report came from sources that had the wrong info.

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 a copy of your tenant screening report. A tenant screening company has to give you a copy of the report when you ask for it. You might want to ask for the report to make sure it's right.

  The tenant screening company may make you pay for a copy, but they can't charge you more than $9. **You get a free copy if you have been turned down for housing in the past 30 days because of information in the report.**

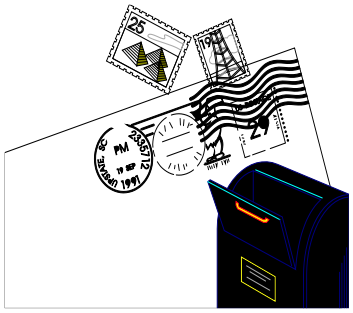
- You have a right to question any information in your tenant screening report. If you think your report has things that are wrong, the tenant screening company **has to**

investigate your claims.

If their investigation shows that the information is wrong or can't be confirmed, the tenant screening company must fix or erase it.

- You also have the right to explain things in the report and why you disagree with them. See the next section for more info on this.

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. A tenant screening company has to give you a copy of the report when you ask for it.

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.

To ask **by mail**

- Write a letter to the tenant screening company asking for a written copy of the report.
- Make a copy of your ID card or license to send with your letter.
- Include a check or money order if needed.
- The tenant screening company must mail you a copy of your report **within 5 business days** of getting your letter.

To ask **in person**

- Go to the tenant screening company and ask for a written copy of the report. Make sure to check the times that they are open.
- Bring an ID or license with you.
- Bring a way to pay if needed.
- The tenant screening company must act quickly when you ask for a copy of your report. This means that if you go to the office during normal business hours, they have to give you a copy of the report **right then**.

To ask for a "phone disclosure"
This means they read your report to you over the phone. Even if you do this, you should still ask for a written copy of the report.

- Send a letter asking for a phone disclosure and a copy of your ID. Your request should say a day that you will call and that you want the report read to you that day.

The tenant screening company has to read the report to you by phone on the day you wrote in your letter.

Read the tenant screening report carefully. Look for information that might be wrong. The report must show all the information the company has about you in its files, plus where the information came from.

What if I find wrong information on the Tenant Screening Report?

The tenant screening company must investigate (look into) any information that you say is wrong. The investigation may show that the information is wrong or can't be confirmed. If that happens, the tenant screening company must delete that information from the report.

If the report has wrong information,

- Ask the tenant screening company to investigate it. Its best to ask in writing. Keep a copy of your letter for yourself.

- 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 to do this.



If there is information on the report that makes you look bad but can't be removed,

- You have the right to tell "your side of the story". It is a good idea to do this so that you can explain to people who see your report.

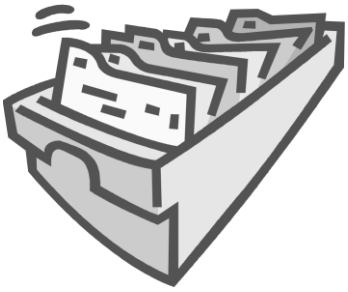
  Your "written explanation" must be 100 words or less. The tenant screening company has to add it to your tenant screening report. They must also send out your written explanation with all copies of your tenant screening report in the future.

For example: A past landlord tried to evict you for not paying rent (nonpayment). But you only stopped paying rent because of repair problems. At the hearing, you won and got to stay in your apartment. But the fact that he tried to evict you still shows up on your tenant screening report. You can add a written explanation about it to your report to show future landlords that you are a good tenant.

Reports of Eviction Court Cases

For eviction court cases filed against you, the tenant screening company must say the result of the case in the tenant screening report. But they can only do that if the result of the case is available by the time someone asks them for the tenant screening report. Because of this, some

reports might say that an eviction was brought against you but not what the result was.



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 them to put it in your report. A sample letter is at the end of this booklet.

The law says that a screening company can't report an eviction once the company knows it was expunged. Tenant screening reports must be updated and should not include expunged cases. "Expungement" means sealing the public record of a court action. See "Expunging Eviction Court Records" in Chapter 9 for more information about getting an expungement.

Chapter 3: The Lease Agreement

What's a lease?

A "lease" is the agreement a tenant makes with a landlord to rent a place to live. You usually have to sign a lease before you move in.

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

Your landlord must put all the fees you have to pay in your lease. They must put the total monthly payment on the first page of your lease. If your landlord doesn't put all of the fees in the lease and they try to charge you, you can sue them for 3x any damages and reasonable

attorney fees.

By Minnesota law, every lease assumes that certain illegal activities are not allowed on the property by the tenant or the landlord. These 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 , including the common areas.

This law cannot be taken out or changed by the landlord or the tenant.

If you do something the lease or law says you can't do, your right to live there ends. The landlord can file to evict you if you break the rules. They can do this without advance notice. The eviction court hearing can happen as soon as 5 days after the landlord starts the eviction process.

Try to Get a Written Lease

A lease is usually in writing. Some landlords of smaller buildings like to have only a verbal agreement with a tenant. This is legal but it is best to have a written lease to avoid disagreements later. A verbal agreement can be as legal and binding as a written agreement, but its harder to prove what was in the agreement.

If the landlord will not put the lease 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 copy of your letter can help you prove what you and the landlord agreed to when you talked.**

The landlord must use a written lease

- if the rental period is more than 1 year or
- if the apartment is in a building with 12 or more apartments.

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 stopped from using the lease in court.

Types of Leases

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 length of time. This type of lease ends on a specific date. Your right to stay in the apartment 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 the lease ends, you don't usually have to give your landlord written notice beforehand. Some fixed term leases say that you have to, but it has to be written in the lease to be required. Make sure to read your lease.

- Some fixed term leases have an **automatic renewal**. This means that the lease is renewed (extended) for the original length of time *unless* you give your landlord written notice beforehand that you plan to move out on the date the lease ends.

  The landlord must give you notice (a written reminder) in advance that the lease will automatically renew. They have to remind you 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 lease is for at least 10 months, your landlord has to wait until at least 6 months before the date the lease ends before requiring you to renew the lease.

  If the landlord does give you notice of the automatic renewal, you must give written notice to your landlord of your "intent" (plan) to move before the deadline. Otherwise, you could be held responsible for all the rent covering the lease term when you move.

Even if your lease does not have automatic renewal, 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.

Rules may be different if your rent is "subsidized" (supported) by the government. See Chapter 11 "Public and Subsidized Housing."

Periodic Lease

A periodic lease does not have a set end date. It goes from one rental period (length of time the rent covers) to another until the landlord or the tenant ends the lease. The month-to-month lease is the most common kind of periodic lease. For a month-to-month lease, the rental period is 1 month.

To end a periodic lease, the landlord or tenant must give written notice at least 1 full rental period in advance.

This means that if you want to end the lease, your landlord must receive your written notice **the day before** the final month's rent payment is due. If your landlord wants to end the lease they also have to give you written notice the day before the final month's rent is due.

For example, you are a tenant in a month-to-month periodic lease. You want to move out by

June 1.

- Your last month is May.
- Your rent for May is due May 1.
- So you need to give written notice to your landlord by midnight on April 30.

If you mail the notice, do it ahead of time to make sure it will arrive by April 30.

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

Try Not to Sign a Lease That Has Illegal Things in It

Some common examples of illegal lease terms are

- saying that the landlord can evict you without a court hearing,
- saying that the landlord does not have to do repairs or maintenance as required by law,
- allowing the landlord to avoid paying for damage to your apartment even if the damage is the landlord's fault,
- allowing the landlord to keep your security deposit just because you move out within a certin time period, such as 6 months,
- allowing the landlord to come into your apartment at **any** time, even when its not an emergency (see "Right to Privacy" in Chapter 6),
- making you do repairs or maintenance like yard work without paying you or giving you a discount on your rent.

The landlord may not be able to enforce **illegal lease terms**. You do not have to obey illegal lease terms. Try to ask the landlord to change them before you sign the lease. There is more info on this in the “Reaching a Lease Agreement” section.

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.

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. In any case, the late fee can be charged **only** on your portion of the rent – not on the total that includes your portion and the government’s portion.

Some leases say that the landlord can get legal fees if they sue you and win. If your lease says

this, you can also get legal fees if you win a lawsuit against your landlord.

If your lease says you have to move out before the end of the month, the landlord can't 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.

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

- An "acceleration or escalation clause." This means that you have to pay the rent due for the whole lease period if you are late 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.

Lead Protections in Your Lease

There is a federal law to help protect tenants from the primary source of lead poisoning – lead-based paints. You can read more about the dangers of lead poisoning in Chapter 7.

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),
- any "zero bedroom" housing (like studios, dorms and individual rooms in a house) and
- housing certified as lead-free.

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

- give you a pamphlet about lead hazards that was approved by the Environmental Protection Agency (EPA),
- tell you about any known lead-based paint and lead-based paint hazards in the apartment and
- give you any records or reports the landlord has about lead-based paint and lead-based paint hazards in the apartment.

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

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

- 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 apartment,
- 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 at the end of this booklet.

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

You can read more about what happens if someone in your family has high lead levels in a place you already live in Chapter 7.

Reaching A Lease Agreement



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 things.

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.

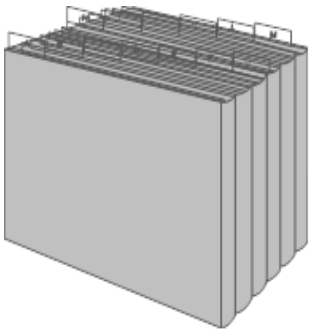
Always keep a copy of the lease for yourself.

Chapter 4: After You Sign the Lease

Keep Records (Especially Receipts)

When you rent an apartment, keep your records about your apartment in one safe place. These records are things like your

- lease,
- deposit and rent receipts,
- inspection list,
- letters, and
- all papers you get from the landlord.



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 payment was not credited to your 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.

Make Sure Your Roommate Follows the Lease

Be careful when choosing roommates. You can be evicted if your roommate breaks the lease or does not pay their rent.

If you rent an apartment with a roommate, each of you is legally responsible for paying **the whole rent** (unless your lease says differently). This means that if one roommate does not pay their share, someone else has to cover it. If your roommate moves out, you have to pay the whole rent or the landlord can evict you.

But you can sue your roommate if they leave without paying their share of the rent. Contact a lawyer or tenant advocate if this happens to you.

Watch Out for Issues in Brand-New Buildings

If you signed a lease to move into a brand-new building, the landlord must tell you at least 7 days before the move-in date if the apartment will not be ready on the day you are supposed to move in. If this happens, you can

- break the lease,
- take a different but similar apartment offered by the landlord or
- be paid by the landlord to rent a different but similar apartment.

Can I break the lease?

Warning! If you break your lease (end early) without the landlord agreeing, 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. Landlords don't need to let you out of the lease if you lose your job, if you are buying a house, or if your job transfers you. If you think that might happen, then you should include language in your lease that lets you break the lease for those reasons. See the "Reaching a Lease Agreement" section earlier in Chapter 3.

There are a few exceptions to this rule. You might be able to break a lease early without the landlord agreeing if

- you are a victim of domestic violence,
- you have to go into a medical or long-term care facility, or
- you die.

There is more info about the first 2 in the next section.

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.

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. You need to 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, email, text or any other written way you regularly use to communicate with the landlord that says
     - that you fear imminent abuse from the person named in the order,
     - that you need to end the tenancy,
     - the date the lease ends and
     - what you want the landlord to do with your stuff.

2. Pay the rent for the month you move out.

There is a letter at the end of this booklet that you can give to your landlord, called "Notice to end lease due to fear of violence".

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" at the end of this booklet) 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.

A landlord can't disclose (share or tell about) any information you provide in any document or the fact that you are seeking to break your lease because of domestic violence. Also, a landlord can't disclose the address you have relocated to.

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

If you have questions, contact your local legal services office at 1-877-696-6529, a domestic abuse advocate, or a sexual assault counselor. For more information, see our fact sheet on LawHelpMN.org: *Victims of Domestic Violence, Harassment, or Criminal Sexual Conduct: Your Rights in Breaking Your Lease*.

Right to Break the Lease for Medical Reason or Disability

You or someone you authorize (allow) to represent you can break your lease if a medical professional (like a doctor) decides you or anyone on the lease needs to move into a medical care facility.

You have to give the landlord

- 2-month's written notice,
- the medical report and
- documentation that shows you are accepted or have a pending application at the medical care facility the doctor said to go to.

Can my rent go up after I sign the lease?

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 usually stays the same for the whole lease period. If your rent does change, the lease should say how and when. If there is nothing in the lease about rent increases, make it clear in writing when you sign the lease that no rent increases should happen during the lease period.

Periodic Leases
If you have a periodic lease, like a month-to-month, your landlord can raise your rent by any as much and as often as they want. There is no rent control in Minnesota except in public or subsidized housing (some cities are working on local ordinances).

The landlord has to give you proper notice before a rent increase starts. 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 (start) until the 2nd rental period following the notice, unless the notice states that takes effect at an even later date. For example, for a month-to-month lease with rent due on the 1st, if the landlord gives you written notice in December than your rent can't go up until February.

You can challenge your rent going up if any of these 3 things happened:

1. The landlord raised rent to retaliate against you for standing up for your rights (see "Retaliation Is Illegal" in Chapter 6)

2. The landlord raised rent to discriminate against you or

3. The landlord gave improper (not correct) notice.

If any of the above situations are true, **you do not have to pay the higher rent.**

If you think your rent went up because of discrimination, contact the Minnesota Department of Human Rights (mn.gov/mdhr) or your local civil rights office to file a complaint.

Remember, if you do not pay the higher rent, the landlord may try to evict you. **But the landlord can't evict you without bringing an eviction case in court.**

If the landlord does take you to court, tell the judge about the improper notice, discrimination, or retaliation. **Be careful**. If the judge decides that the landlord was not doing what you said, you have to pay the higher rent and court costs. If you do not pay, you will be evicted.

Chapter 5: Utilities

Your Rights When Paying for Utilities

When you rent an apartment, you usually have to pay for utilities too. Utilities are things like electricity, water, garbage service, heat, and more that you need for your home. Sometimes the landlord covers certain utilities and they are included in your rent, but you most likely have to pay at least a few separately.

If gas, electricity, or water is not included in the rent and you pay for one or more of these utilities separately, you have the following rights.

- Your landlord can't shut off your utilities, even if you owe money.
- Your landlord must offer a payment plan to pay overdue utility charges. The agreement must be reasonable and considers your financial situation. But you have to tell the landlord what amount of payment you can afford.
- Only one administrative fee of $8 can be charged per billing period and, if your payment is late, you can be charged a late fee of $5. No other fees for utilities can be charged to you.
- If there is an error on your bill or if you tell the landlord you think the bill is wrong, the landlord must look into it, correct it, and give you back any overpayments promptly.
- If there is an error on the bill and you actually owed **more** than you were charged, the landlord must give you time to pay the extra.

Note: the landlord **can** evict you if you do not pay your utility bill. But if you have filed a complaint with the Public Utilities Commission (PUC), the court must put the eviction case on hold until the PUC makes a decision on the complaint.

- If you filed a complaint with the PUC, you **do not** have to pay any money into court.
- But **even if you did not** file a complaint with the PUC and you are being evicted for not paying for utilities, you **do not** have to pay any money into court **if** you have a low income.

You can contact the PUC by calling 1-800-657-3782 or emailing consumer.puc@state.mn.us.

Electricity

For electricity, your landlord can only charge separately if the electricity is measured correctly by meters (called "submeters"). Otherwise, the electricity has to be included as part of rent.

- If you think the meter is not working correctly and you tell the landlord, the landlord

must look into it and repair or replace the meter.

Gas and Water

The landlord can divide up the bill the landlord gets from the utility among the tenants. For gas, the formula is based on the size of your living unit. If water, it's based on the number of people listed on your lease.

- Your landlord must tell you in the lease how your gas or water utility bill is divided.

Shared Utility Meters

If an apartment has a utility meter that measures utility use for more than one 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. Depending on the electric company, the bill can be in the renter's name if the included electricity use 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 apartment only (this is called a "submeter") or
2. divide the utility bill between the renters 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 are 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.

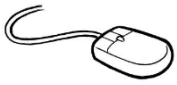
What if my landlord or the utility company breaks the rules?

You have the right to dispute a bill or make a complaint with the Minnesota Public Utilities Commission (PUC).

If you are having problems with utilities that **the landlord** is charging you for, you can reach out to the Public Utilities Commission by emailing consumer.puc@state.mn.us or by calling 1-800-657-3782. If there is a dispute the landlord must also give you the PUC contact information.

If you are having problems with a **utility company** that is charging you directly, you can try to contact their customer service first. If that does not work for you, contact the PUC at the same information above or fill out a complaint form online.

Go to mn.gov/puc



→ Click on “Consumer assistance” under Quick Links
→ Click on “Questions and complaints”
→ Click on “Online fillable form”

Chapter 6: Tenant Rights and Responsibilities

What do I have to do as a renter?

You have the following responsibilities as a tenant (renter).

- If a landlord asks for references when you apply, 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 can’t 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.

A note on cannabis:
Having (possession) or using some but not all types of cannabis is now legal in Minnesota. Your landlord can’t stop you from having or using any cannabis products, “lower-potency" hemp edibles, or “hemp-derived consumer products” (things you can buy that come from hemp). But they can have rules against smoking or vaping.

What are my rights as a renter?

As a tenant (renter) in Minnesota, you have the following rights.

- 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).

- You have the right to the "undisturbed and peaceful possession" of your apartment. That means you have the right to be left alone and free of harassment.



- You have the right to call for the police or emergency help in response to domestic abuse, a mental health crisis, or for any other reason. Your landlord can't punish you for calling 911. You can sue your landlord if they do.

- You have the right to privacy and the right to keep your landlord from coming into your apartment without your permission. See the "Right to Privacy" section for more info.

- You have the right to get your security deposit back, with interest, within 3 weeks (21 days) after you move out and give your landlord your new address. See "Security Deposits" in Chapter 10 for more info.

- 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 "Can I break the lease?" in Chapter 4).

- You have the right to sublet unless your lease says you can't. "Subletting" means that you rent your home to another person. When you sublet, **you** are still responsible for the things in the lease.

- You and the other tenants have the right to organize and establish a tenants' association to address issues facing you and other tenants. The landlord cannot retaliate against you for participating in a tenant's association.

- You have the right to sue a landlord if they 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**, including the common areas.

What does my landlord have to do?

Your landlord has to be honest and fair in these ways:

- Your landlord has to give you their name and address.
- In Minneapolis and many other cities, a landlord has to have a rental license.
- Your landlord must follow the rules of your lease.
- Your landlord can't end your lease, raise your rent, or cut your services without proper written notice.

- Your landlord can't evict you or retaliate against you (get back at you) for complaining or standing up for your rights as a tenant.
- Your landlord can't shut off your utilities or lock you out of your apartment.
- Your landlord can't force you to move out without filing an eviction in court.
- Your landlord may not keep your things because you didn't pay the rent.



- Your landlord must give you a certificate of rent paid (CPR) every year 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 "" in Chapter 7).

Your landlord has to make sure the building is taken care of:

- 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.
- Your landlord has to have a heating system that can keep up a temperature of at least 68 degrees from October 1 through April 30, unless a utility company tells them the heat has to be lowered.
- Your landlord must make sure the building is 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.

What are my rights if something changes with the building or ownership?

If the building is sold…



The new owner has to follow the rules of your 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 your lease.

If the building is turned into condos…

Sometimes a new owner might want to stop renting the apartments and turn them into condominiums (condos) which are sold like a house. That means you may have to move out if

you can't afford to buy your home.

If the building is converted (changed) 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 60 more 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 (opportunity) to buy your home. 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.

If the building goes into foreclosure…

A landlord's mortgage lender can foreclose on the rental property. If your apartment goes into foreclosure, you get a notice from the Sheriff called a "Notice of Mortgage Foreclosure Sale". This notice tells you the date of the foreclosure sale (also called Sheriff's sale).

During the Redemption Period
Your landlord generally has 6 months from the date of the Sheriff's sale to try and buy back the building. This is called the "redemption period."

- You can live in your apartment during the redemption period. You still have to pay rent. Your landlord still has to pay the utility bills if the lease requires it.

- If your lease is scheduled to end or the landlord (not the bank) gives you notice to move during the redemption period, you may have to move.

After the Redemption Period
In most cases, you can stay in foreclosed rental property after the end of the redemption period.

You can stay **for 90 days or until the lease expires**, whichever is more. If you have a lease that ends later than 90 days after the end of the redemption period, you can stay in your apartment until the end of your lease. You must pay rent and obey the terms of your lease like you normally would.

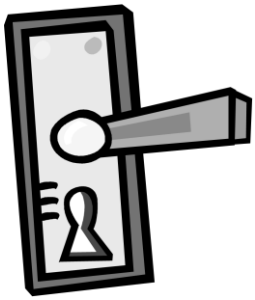
Whether it's from your landlord or the bank, you are entitled to a 90-day written notice to move out. The notice cannot be given before the end of the redemption period.

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 only applies to evictions in foreclosures.

- If someone buys your apartment building or home to use it as their "personal residence" (so they can live there), they can make you leave earlier. But they must still give you a 90-day notice.

More About Your Right to Privacy



A landlord may **not** enter your apartment unless they have **a business reason** to enter **AND** they have given you 24-hour notice to come between 8:00 a.m. and 8:00 p.m**.** This rule does not count in an emergency.

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 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 business reason. Giving notice can be things like calling and leaving a voicemail or a note on the door. The notice to enter has to make sense for the reason given. Remember, this rule does not count in an emergency.

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 come, they should tell you as soon as they know about it.

When a Landlord Can Come in Without Prior Notice
Only in special situations can your landlord enter your apartment without prior notice. The landlord can come in if they have good reason to think certain dangerous or illegal things are going on. These are things like

- people or property might get hurt because of maintenance, security or law enforcement,
- a tenant might be in danger or hurt,
- 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.

When A Landlord Can Come in Without Permission
The landlord can only enter without permission

- if the lease says that they can (but they still have to give you "reasonable notice"),
- if there is an emergency, or
- if the landlord has a business reason to enter **and** tries to give you reasonable notice.

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 $500 for each time they did it and reasonable attorney fees.

You can also enforce your privacy rights in a Rent Escrow action (see "What happens in a Rent Escrow case?" in Chapter 7) or when defending an eviction case (see Chapter 9).

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 renters 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 the credit, you must file an income tax return and provide your Certificate of Rent Paid (CRP).

- The landlord must give you the Certificate of Rent Paid (CRP) by **January 31** of each year.

You file for a renter's tax credit at the same time that you file your State of Minnesota income tax return. You can find more information on the Minnesota Department of Revenue's website.

If The Landlord Does Not Give You the CRP
If the landlord does not give you the CRP, call the landlord and remind them. 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 2 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 or call 651-296-3781 or 1-800-652-9094. More information can be found online at revenue.state.mn.us/renters-credit

   You 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 get your Credit as a part of your income tax refund. If you have any questions, call the Minnesota Department of Revenue at 651-296-3781.

Discrimination and Reasonable Accommodations

It is illegal for a landlord to refuse to rent to you or treat you differently because of

- your race
- color
- creed
- religion
- national origin
- sex
- marital status
- sexual orientation
- disability
- age (in St. Paul only)
- having children (with some exceptions)
- getting public assistance or a rent subsidy
- having a Section 8 housing choice voucher (in Minneapolis only)

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, you may have the right to get a “reasonable accommodation.” Reasonable accommodations are changes that help you get into, keep or use the apartment. Reasonable accommodations can be things like

- Extra time to avoid eviction and get services to help you follow the rules of the lease. For example, hiring someone to help clean your apartment or finding a social worker to help fix arguments with the landlord or other tenants.

- Permission to keep a service dog or another animal that you need in the home because of your disability. You have the right to a service or support animal even if there is a "no pets" policy.

  Usually, the landlord can ask you for letters or other proof from a doctor or other professional who knows your disability.

  If you are entitled to a reasonable accommodation for this purpose, the landlord can't charge you extra for the animal. If the landlord charges a "pet fee," the landlord must tell you that there is no extra fee for your service or support animal.

  A landlord who allows animals on the property can't require that your animal be declawed or devocalized.

- 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 feel that you have been discriminated against by a landlord, contact a lawyer. If you prove you are being discriminated against, you could get money, housing or other relief. Here are some agencies that may be able to help you.

- Legal aid (1-877-696-6529)

- Housing Discrimination Hotline - US Department of Housing and Urban Development (HUD) (1-800-669-9777, TTY: 800-927-9275) or online at hud.gov/reporthousingdiscrimination

- Minnesota Department of Human Rights (1-800-657-3704, TTY: 612-296-1283)

More About Your Right to Organize

If you have problems with your landlord, your neighbors probably do too. Talking to your neighbors to see what problems you share and bringing them to your landlord together makes it harder for your landlord to ignore you. You can also do other actions with your neighbors to pressure on your landlord to make changes. This is called organzing.

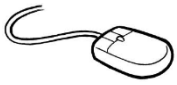
You have the right to organize and create a tenants' association to work together on problems. The landlord can't retaliate against you for creating or being part of a tenant's association.

Organizing can be especially helpful when there are problems coming up that are not illegal but are still harmful to you and your neighbors. Working together with your neighbors to bring the issue to your landlord might be the best way to make change when legal action is not possible.

What is a tenant association?

A tenant association is a group of neighbors who organize together to build power that helps them solve problems in their housing, especially problems that come up a lot and affect many of the members. A tenant association is usually the same as a tenant union, resident association, renters association, or renters union.

If you think organizing or forming a tenant association might help you and your neighbors, HOME Line can help you get started. You can learn more on their website. Go to homelinemn.org.



→ Click on "Organize" in the menu
→ Click on "Email an Organizer"

There are also videos and guides on organizing and how to form a tenant association under the "Organize" tab in the menu.

Retaliation Is Illegal

Your landlord is not allowed to retaliate (get back at you or get revenge) against you because you stood up for your legal rights as a tenant (renter). The landlord can't do things like raise your rent or ask you to move out to get back at you.

If the landlord files an eviction case or gives you a notice to move **within 90 days** of you standing up for your rights, make sure you tell the court what action you took that was your right.

- If it is within the 90 days, the judge assumes the landlord is retaliating **unless** they can show a good reason for eviction. The judge denies the eviction if the landlord can't prove a good reason for it.

After 90 days you 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 yourself 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, you can defend yourself by showing 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.

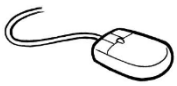
What can I do if my rights were violated?

In some cases, you have the right to go to court to enforce your rights. For example, if your landlord does not return your security deposit or illegally shuts off your utilities, you can sue them. Where the law says you can sue, you could get money back. And the landlord has to pay

your legal fees if you win.

You can defend yourself against eviction by telling the court that the landlord broke the law. For example, a landlord can't evict you to get back at you for something you did, like report a housing code violation. If you can show you are being evicted for something you had the right to do, the court can stop the eviction.

The Minnesota Attorney General also has the power to enforce your rights. If you think that your rights were violated, you can report it to the Minnesota Attorney General's office by calling 1-800-657-3787 or online. Go to ag.state.mn.us.



→ Find the "How Can We Help?" menu
→ Click on "File a Complaint"
→ Click on "Minnesota Tenant Report Form"

Chapter 7: Maintenance and Repair Problems

Common Problems and What You Can Do



Your landlord has to keep up your home so that it is fit to live in and in good repair.

Some cities and towns have local housing maintenance (upkeep) codes which have detailed maintenance rules that landlords have to follow. If you do not know if your town has a maintenance code, call the local building inspector or the town clerk.

There are also statewide electrical, energy efficiency, fire, and health codes.

Common repair problems are things like

- faulty or exposed wiring,
- leaky plumbing and bad drain,
- broken appliances,
- broken windows,
- no window screens,
- no storm windows,
- falling plaster,
- no deadbolt locks,
- no smoke detectors,
- no heating from October 1 through April 30 (at least 68 degrees),
- 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. They are

1. File a **Rent Escrow** court case (pay rent to the court).

2. Sue under the **Minnesota Tenants Remedies Act**.

3. File an **Emergency Tenants Remedies Action** to get an immediate repair ordered.

Keep reading for more information about each of these options.

Note: Rent Escrow and Minnesota Tenant Remedies Act cases are both used when normal repairs are not being done. But it is usually better to file a Rent Escrow case if you have the money. This is because the landlord is more likely to do repairs if the court has the rent money (which means the landlord is losing money).

What happens in a Rent Escrow case?

If a landlord does not make repairs or breaks Minnesota housing laws, you can file a Rent Escrow court case.

Under the Rent Escrow law, tenants pay their rent to the court instead of to the landlord. They can ask the court to order the landlord to make repairs, follow the terms of the lease, or follow 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 *1* of 2 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 1 of the following

1. **Send a letter to your landlord.** Use the form called "Tenant's Repair List"at the end of this booklet 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 comes to your home and does an inspection. The inspector writes a report and gives your landlord a certain amount of time to make repairs. Ask for a copy of the report. You take that report to court to file a Rent Escrow case.

   If the housing inspector 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 tell the court why it was too long.

Starting a Rent Escrow Court Case

To start your Rent Escrow court case, you need to give certain things to the court clerk.

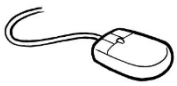
- A copy of the inspector's report (a certified copy is best) **or** your copy of the letter you wrote to the landlord asking for repairs,
- your landlord's name and address,
- an estimate of how much it will cost to make the repairs,
- all the rent that is currently due,
- a "Rent Escrow Affidavit", and
- the filing fee or a fee waiver.



The clerk schedules a hearing after you give them these things.

You can get a Rent Escrow Affidavit at the end of this packet, from the court clerk, or online at mncourts.gov.

There is a filing fee to start a Rent Escrow court case, but the court can waive (excuse) the fee if you have a low income. You can download the forms for a "Fee Waiver" on the court's website. Go to mncourts.gov.



→ Click on "Forms & Instructions"
→ Click on "Fee Waiver"
→ Click on "Fee Waiver" under Form Name

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.

Warning! 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.

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 can't evict you for nonpayment of rent.

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 can't 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.

Notice of the Hearing Sent to Your Landlord

If your estimate of the cost of repairs is **less than $15,000**, the clerk sends 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 takes place 10 to 14 days after you pay your rent into court.

Make sure to bring these to the hearing:

- your witnesses,
- pictures of what needs to be repaired (if possible),
- copies of letters and notices you sent to the landlord,
- a **certified** copy of the inspector's report (if an inspection was done).

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

At the hearing, the court can



- 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 while you were waiting on repairs,
- 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.

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 Minnesota 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.

The law can be used when you don't want to move or have the building condemned. It is best to have a lawyer.

If you win the Minnesota 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,
- appoint a person to take out liens on the property to pay for repairs,
- 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 because of the landlord, you can file an Emergency Tenants Remedies Action (ETRA).

You can ask the court for a repair order using the ETRA in emergency cases like when



- The government has revoked your landlord's rental license, issued a condemnation order, issued a notice of intent to condemn, or decided the property is uninhabitable.
- There is a serious infestation.
- Any of the following no longer work:
    - running water
    - hot water
    - heat
    - electricity
    - toilet
    - refrigerator
    - air conditioner (if your lease promises air conditioning)
    - elevator (if your lease promises an elevator)
    - Conditions, services, or facilities in your home pose a serious and negative impact on health or safety.
- There is a loss of other essential services your landlord is responsible for providing.

You **don't** need to wait 2 weeks after a repair letter. You **don't** need to call the housing inspector.

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 or Tenants Remedies Action.

The court can waive (excuse) the filing fee for this type of case if you have a low income. Ask for a "Fee Waiver."

You should contact a lawyer or your local legal services office for help at 1-877-696-6529.

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 eventually makes the repairs but you did not bring any of the above court cases, you can get rent money back by bringing a lawsuit in District Court or Conciliation Court. You should file a lawsuit for rent abatement *after* the repairs are done, so that you can tell the judge how long you had the issue.

You should ask the court for a refund of part of your rent for the time you lived there with repair problems. The judge can order your landlord to return part of the rent you paid while the repair problems lowered the value of your apartment.

You need evidence to show that you deserve 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 report to the landlord.

2. **The landlord didn't make the repairs.** Show the housing inspector's 2nd report and/or testimony of people who saw the bad conditions and/or pictures you took.

3. **How long you waited** without the services or repairs you needed. Use photographs, witnesses, letters and other documentation as evidence.

4. **How much money it cost you** ("damages"). The amount of money you are asking for has to make sense for the problem you had.

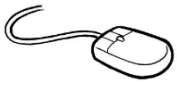
Here are examples of how to figure out how much money it cost you:

- Let's say you have a 2-bedroom apartment. A 1-bedroom apartment in the same building rents for $50 less than yours. But you could not use your 2nd bedroom because there were no storm windows. So you should get damages of $50 per month because with no storm windows it was as if you had a 1-bedroom apartment.

- 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 refund of $200 in rent for each month that the broken windows and leaky toilet made your utility bills higher.

The court can waive (excuse) the filing fees for these types of cases if you have a low income. Ask for a "Fee Waiver." You can download the forms for a Fee Waiver on the court's website.

Go to mncourts.gov.



→ Click on “Forms & Instructions”
→ Click on “Fee Waiver”
→ Click on “Fee Waiver” under Form Name

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

Rent Escrows, Minnesota Tenants Remedies Actions, Emergency Tenants Remedies Actions, and suing for Rent Abatement are safe ways to use the courts to force your landlord to make repairs or get money back.

There are other things that you may decide to do that are not always legally safe, like not paying rent or “repair and deduct.” It is not a good idea to withhold (not pay) rent to force your landlord to make repairs because they can try to evict you for not paying rent.

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 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.**

What if the building is condemned?



The landlord may not collect rent or a security deposit for a building that has been condemned or declared "unfit for human habitation." That means it's not safe for someone to live there. 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:

- when the Department of Health or Housing Inspections finds **housing, health, and safety code violations** that put the tenants' safety in danger or

- when a **government body buys property** for a particular public purpose, like to build a highway.

When your home is condemned, for whatever reason, **you have to move by the date stated on the condemnation order.** If you don't move by the deadline, law enforcement can force you to move out. If this happens, your children can be put into child protection. Your things are left in the home.

The amount of time you get to move depends on why the building was condemned.

If your home was condemned for health or safety code violations…

You should call a lawyer or your local legal services office for help at 1-877-696-6529. In general, you should know that

- You don't 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.

- 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. It 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 (small claims) for money paid while the building was **condemned or "in condemnable condition**."

  The landlord is responsible for paying back all the money it cost you to live somewhere else (like moving and hotel costs) and 3 times the amount of all money you paid them after the date the property was condemned. **Before filing a lawsuit for money damages, talk to a lawyer.**

- 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 was 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 at 1-877-696-6529.

Lead Poisoning

Lead can be found in paint or plaster, paint dust, the soil, and sometimes 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.



Lead poisoning can cause serious health problems, like

- permanent brain damage (causing paralysis, blindness or learning or mental disability),
- damage to kidneys and blood cells and
- infertility.

Children and pregnant people are the most at risk from lead. Lead can get into a child's bloodstream if they breathe the dust from paint or soil or eat even a small amount of paint chips or leaded soil.

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 people– 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 Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program.

If someone in your family has high lead levels…

The state or local health department has to inspect to find the source of the lead whenever a child under 6 or a pregnant person has high levels of lead in their blood. They must inspect within **5 days** after they are told about the high lead levels.

They inspect your home and all common areas of the apartment building. They also inspect any other place where the child or pregnant person spends a lot of time.

Making The Building “Lead Safe"

If the health department finds lead, the landlord must make the property "lead safe." They have to remove or cover (clean up) the lead source by a certain date (usually 2 to 4 weeks). **This is always the landlord's responsibility, not yours.**

A person from the health department should tell you if you should move during the clean-up. Fumes and dust from lead paint **removal** are very dangerous for children and pregnant people too. The person from the health department can also answer any questions about how your health is affected once the clean-up is done.

You can cancel your lease if you decide to leave your apartment during the clean-up. If you cancel your lease, 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 for help.

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.**

If your landlord does not remove the lead, you can take any of the legal actions listed in this chapter. If you or your children have been harmed by the lead, you may also have a claim for money from your landlord. See a lawyer to make sure all parts of your claim are included in any lawsuit you start.

Chapter 8: Illegal Ways Landlords Try to Force Tenants to Move

Unlivable Apartments

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

If you decide that you have to break your lease by using a constructive eviction argument, do these things:

- Give the landlord **written notice** of the problem. In the letter, say that you will consider the lease broken and plan to 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.

- **Ask the health department** to do its own inspection and order its own repairs, if you can.

- If repairs are not made, **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. If you don't want to move, see Chapter 7 for other ways to solve serious repair problems.

If you claim constructive eviction and move out, **your landlord may sue you for damages**. The amount of money the landlord can sue you for depends on the type of lease 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.

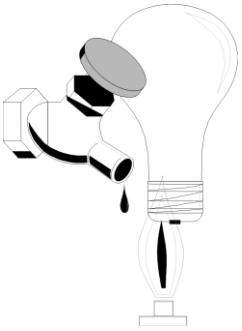
If your landlord sues you for damages, you have to **prove** that you were constructively evicted. In other words, you have to prove that the conditions were so bad that you were forced out.

Bring the following to court as evidence:

- all the letters you sent your landlord about needed repairs,
- witnesses,

- pictures,
- repair orders from the housing inspector and the health department.

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 "Rent Abatement" in Chapter 7).



Utility Shut-Offs

The landlord can't shut off your utilities. Call your landlord right away if your utilities are shut off.

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** shuts off the utilities if the landlord did not pay a bill that they were responsible for. 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,

then you can pay the bill instead **and deduct (take out) the amount from your rent payment.** You only have to pay the most recent bill. You do not have to pay any 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 has 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 **can't** ask you to pay a deposit.

Protection against illegal shut-offs also covers residents after a mortgage foreclosure or contract-for-deed cancellation.

If the landlord 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.

- But if your landlord turns the utilities back on within a reasonable time, you can sue only for the money it actually cost you.

You can't collect money if the shut-off was because of something you or your guests did that damaged the utility service.

In **Minneapolis**, there are special laws about utilities:

- 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.

If you are in this situation, call a lawyer or your local legal services office at 1-877-696-6529.

Lockouts



The **only** way a landlord can evict you is by bringing **an eviction court case** (also called an "unlawful detainer") against you.

It is **illegal** for a landlord to lock you out of your apartment, place your things on the street, or change the locks **for any reason,** even if you are behind on your rent.

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 illegally and you want to get back into your home, 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 in. 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.

3. Call the police and ask them to help you get back into your home. Tell the police officer you want to file a criminal complaint. Get the officer's badge number. This information might help if you have to get a court order to let you back in the home.

   If you still can't get back into your home…

4. **Call a lawyer**, your local legal services office at 1-877-696-6529, 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 because you were 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 case but the court can waive (excuse) the fee if you have a low income. Ask the court clerk for a Fee Waiver.

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

Chapter 9: Lawful Eviction

The Only Legal Way to Evict — Eviction Court Cases



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

In most of the state, **if you owe rent**, your landlord has to give you a notice **14 days** before they file an eviction.

The notice has to say

- the total amount due, including rent, late fees, and other charges,
- the name and address of the person who collects rent,
- information on legal help and financial assistance.

Your landlord must deliver or mail the notice to you. You can use the notice to help get Emergency Assistance. Some cities require a longer notice.

- In Minneapolis, Saint Louis Park, and Brooklyn Center: if you owe rent, your landlord has to give you a notice **30 days** before they file an eviction.

No prior notice is required if the landlord says you violated the lease in any other way besides not paying rent, with a couple of exceptions.

- A federal law called the “CARES Act” requires a 30-day notice **for public and subsidized housing**, and rental houses and buildings with federally backed mortgages. A legal aid

office can help you find out if the CARES Act covers your apartment.

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.

The landlord's court complaint must include

- the details of your landlord's claims
- a copy of the written lease (if there is one)
  a copy of any accounting of any money claimed
- a copy of any notice the landlord gave to end the lease.

If you live in public or subsidized housing, the complaint must include the type of subsidy and which agency manages your subsidy. If you live in public housing and the landlord claims that you violated the lease, the complaint must state you have the right to a court-appointed attorney.

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**.

You can ask the judge to **"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 can 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 Summons and Complaint

You know that the landlord 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 them or throw them away. **Call a lawyer** or your local legal services office right away at 1-877-696-6529.

The Summons and Complaint tells you **why** the landlord wants to evict you. This could be for nonpayment of rent or another reason, like a lease violation. The Summons and Complaint also says

- the date,
- time, and
- place for the court hearing.

Pay attention to the way you get the papers. The papers must be "served" in the right way. If they are not, you can use that as a defense at the court hearing.

Getting Ready for the Eviction Hearing

The eviction court hearing is usually scheduled **7 to 14 days after** you get the Summons and Complaint.



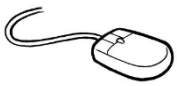
Go to the hearing! If you do not go, you could lose the case automatically. You might have to move immediately. You might also have to pay money.

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.

Also, bring all the 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.

In some counties, it can help to fill out a court form called an **"Answer"** to file with the court before the hearing. The purpose of the "Answer" is to respond to the landlord's list of complaints against you. Call your legal aid office at 1-877-696-6529 to find out if you should file a written answer in your county.

You can get an Answer form at your courthouse or online. For an Answer form online, go to www.mncourts.gov.



→ Click on "Forms & Instructions"
→ Click on "Housing / Landlord-Tenant"
→ Click on "Eviction Answer" (choose the statewide form or Hennepin County form)

There is a filing fee to file an Answer, but the court can waive (excuse) the fee if you have a low income. You can download the forms for a "Fee Waiver" on the court's website at mncourts.gov/getforms/fee-waiver.

Common Defenses to Eviction

A "**defense**" is an argument or reason you give to the court to support your case. You can look over the defenses below and think about which ones might apply to you. This can help you get ready for your eviction hearing and fill out the Answer form.

This booklet does not list all possible defenses, but the most common defenses are below. Contact a lawyer or your local legal services office at 1-877-696-6529 to figure out which defenses apply to your case.

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.**

- Most of the time, the Summons and Complaint must be delivered by hand, **by someone other than the landlord**. Delivery of the papers has to be tried twice. At least one of those attempts must be made between 6:00 p.m. and 10:00 p.m.

- 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.

Landlord Notices, Registration and Rental License Defenses

Notices: Your landlord can't 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 1-877-551-6767 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 landlords to 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 says that you owe rent, you 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.



- Your landlord did not give you a 14-day notice saying that you owe rent.

- You paid part of your rent but **the landlord did not give you a receipt stating that you have to pay the rest of the rent**. This includes partial payments made for the month you are in court.

  Be aware: 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.

- Your landlord requires you to pay rent online, through a "portal," and you tried to pay your rent but **the system was not working**. The landlord has to give you another way to pay your rent if the system is down.

If you withheld your rent because your landlord has not made needed repairs, you should **be prepared to pay your rent** as it becomes due **until the case is done.** 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 "Rent Abatement" in Chapter 7).

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

The landlord must give you **proper notice** to raise the rent and can't raise the rent to retaliate against you (see "Retaliation Is Illegal" in Chapter 6). If your landlord improperly raised your rent, the court should order that you do not have to pay the increase. For more information on what counts as proper notice, see "Can my rent go up after I sign my lease?" in Chapter 4.

You must **bring to court the amount of rent you owed before** the increase. If the judge decides that the increase was proper, you 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 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 no more than 8% of the rent that is due. Talk to a lawyer to see if your landlord charged an illegal late fee.

Notice To Move Out Defenses

If the Complaint states that you got notice to move out (vacate) and you did not move, make sure the landlord gave you **proper** notice. See "Types of Leases" in Chapter 3 for more

information on when a landlord can give you a notice to vacate.

- The landlord usually does not have to give a reason for giving you the notice, but they can't retaliate against you (see "Retaliation Is Illegal" in Chapter 6).

- If your landlord accepted rent from you **after** the date you were supposed to move, the notice to move out is canceled. Bring to court all receipts, canceled checks, or witnesses to prove that your landlord got your rent.

Breach of Lease Defenses

Note: 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 not violate the lease, then the court looks at the nonpayment of rent claim.

If the Complaint states that you **broke the lease** but you don't think you did, bring things to court to help prove your case, like

- photographs,
- documents,
- receipts, and
- witnesses.



If your landlord accepted rent from you **after** the dates on which they say you broke the lease, the landlord may not be allowed 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. Then the landlord has to prove *you* knew or had reason to know about it.

Note: Having and using some types of cannabis (marijuana) is now legal in Minnesota. The landlord can't make rules against you having legal types of cannabis (unless you live in public or subsidized housing), but they **can** have rules against smoking or vaping.

See the fact sheet *Can I Get My Marijuana Convictions Erased? New Marijuana Laws in MN* on LawHelpMN.org to learn more.

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.

But some **Section 8** leases can now be cut off 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.

If you live in public housing and the landlord claims that you violated the lease, **you have the right to a court-appointed attorney**. You should contact a lawyer or your local legal services office at 1-877-696-6529 if you have questions.

Note: Your landlord can't evict you or penalize you for something you, someone who lives with you, or your guests do **off of the property**, unless

- what happened would constitute a "crime of violence" against another tenant, the tenant's guest, your landlord, or your landlord's employees, or
- what happened results in a conviction of a crime of violence against a person unrelated to the property.

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 or your local legal services office at 1-877-696-6529 to make sure that you have considered all the defenses that apply to your case.

At the Eviction Hearing

"Redeeming"
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 decides that you can stay.

You can also "redeem" if a government program or nonprofit gives a written guarantee to the landlord that they will pay the total amount owed to your landlord.

If you cannot pay all of this money but can pay some, your landlord might settle the case with you and allow you to stay if you follow a payment plan.

What Happens at the Eviction Hearing

The landlord must prove the reasons why you should be evicted, unless you reached a settlement with them.

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.

- 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 (arguments) you think you have like retaliation, discrimination, and repair problems. You can find more information about eviction defenses in the next section.

- After listening to both you and your landlord, the judge or referee decides if 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 (eviction order) ordering you to move out. You can find more information on the Writ of Recovery in the next section.

What to Do During the Hearing If the Landlord Wins

- Tell the judge it is hard for you to move right away 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 want to appeal, **contact a lawyer immediately.** You only have **15 days to appeal** the decision.

  Note: If a referee heard the case in Hennepin County or Ramsey County, you only have **10 days** to ask for a judge to review your case if the referee announced the decision in court, or **13 days** if the referee made their decision in writing after the hearing.

If you do not appeal and 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 then have **24 hours** to move.

Going to Trial



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 is usually only a few days after the eviction hearing.

At the trial you should

- present all of your evidence, including photos or receipts,
- be prepared to tell your side of the story in detail, and
- 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.

The Writ of Recovery

If the landlord wins, the judge issues 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 serves the Writ to you as soon as possible, maybe even that day. The officer either hands the Writ to you directly or posts 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 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 the landlord wins, start looking for new housing right away. If you stay in your apartment after the Writ has been served, you are at risk. If you can't move before the Writ is served, protect your things 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 things are put into storage.**

When the Landlord Stores Your Stuff



The landlord has to store any of your things that are left in the apartment after the law enforcement officer forces you to move. This is why it is important to remove as many of your things as you can before the law enforcement officer makes you move. The landlord can store your things either in the apartment ("on the premises") or somewhere else ("off the premises").

"On the Premises"
To get your stuff back when it's stored in the apartment, you must **write** your landlord and demand that they return your things. **Keep a copy of your demand letter.**

- The landlord must return your things to you within **24 hours** of your demand letter.

“Off the Premises”
If the landlord plans to store your things **off the premises** (somewhere else), the landlord sets up a time for the law enforcement officer to come back with a mover. The movers pack up all of your things and put them in storage.

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 is used to pay off any debts you owe the landlord. But 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 tenants who had to move following a mortgage foreclosure or contract-for-deed cancellation.

- To get your stuff back, you must pay all packing, moving, and storage costs. The longer your things are in storage, the more you have to pay.

- **If you do not pay** to get your things back **within 28 days**, the landlord can sell them and use that money to pay the moving and storage costs.

- **If you do pay**, the landlord must return your things **within 48 hours**. This does not include weekends and holidays.

Note: You do not need to pay unpaid rent, late fees, or a security deposit before you get your stuff back. You **only** need to pay moving and storage costs if your things are stored off the premises.

If the landlord does not return your things after they get your demand letter or you pay for the costs, you can sue to get your things back. The judge can order the landlord
- give your things back to you,
- to pay you money for keeping your things from you,
- to pay for your attorney's fees, or
- to pay the value of your things.

The landlord can sue you for what it cost to move and store your property.

“Expunging” Eviction Court Records

“Expungement” means sealing the public record of a court action. If your eviction is expunged, then someone searching court files can’t find a record of your eviction case. Courts can expunge eviction cases, but only sometimes.

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.

The court must expunge the file if

- You won the case.
- You and your landlord agreed to an expungement.
- You and your landlord settled the case, you followed all the terms of the settlement, and you ask the court for an expungement.
- The case was dismissed for any reason.
- 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.
- If you ask the court, you were a survivor of domestic violence and you were evicted illegally after you exercised your right under the law to break the lease.

Even if none of these things are true, the court can still expunge your case if it decides that expungement is "clearly in the interests of justice," and the "interests of justice" outweigh "the public's interest in knowing the record."



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.

Contact an attorney or your local legal services office at 1-877-696-6529 for help with your expungement.

You can find more information on eviction expungement and how to ask for one in our fact sheet *Expunging an Eviction Case* on LawHelpMN.org.

Note: If you get turned down for an apartment after your eviction is expunged, find out what tenant screening agency the landlord used. Call that screening agency to make sure they are not reporting the expunged eviction case.

Chapter 10: Moving Out

What to Keep in Mind When You're Ready to Move Again



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 "Types of Leases" in Chapter 3 for more information on ending your lease.

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. It is also a good idea to take dated photos or video of the apartment after cleaning.

When you leave for the last time, remember:

- Give your **keys** back to the landlord. Get a receipt saying that you returned them.
- Give your landlord **your new address** so they can mail 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, like a post office (PO) box.

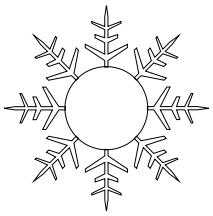
Move Out Inspection

Your landlord has to tell you that you can ask for a "move out inspection". You have the right to be at the inspection. This can be helpful so that you and the landlord can talk about any damage to the apartment before they decide about returning your security deposit.

They should tell you about the option to have a move out inspection before the end of your lease or after you give your landlord notice that you're moving. If you ask for an inspection, your landlord has to have the inspection within **5 days** of the end of the lease or when you are moving out.

If the landlord says the apartment is in acceptable condition at the move out inspection, have the landlord put this in writing and sign it. **Keep a copy for yourself.**

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.

There is no law in Minnesota against landlords evicting tenants in the winter. You can be evicted at any time of year unless your lease says something different.

What if my roommate stays in the apartment?

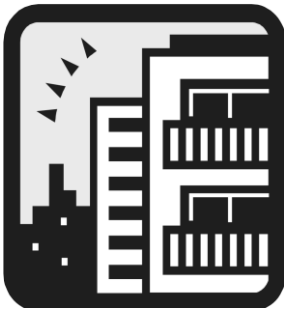


If you shared the apartment and not everyone is moving out, the landlord can collect the **total** rent from the tenants that stay in the apartment. It could help to make sure your old roommate knows this, especially if they can't get a new roommate right away.

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.

- 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).

- If you end up paying the landlord because of something your old roommate did, you can sue your them to get money back in Conciliation Court.



Security Deposits

Landlords usually ask tenants to pay a security deposit (also called a damage deposit) when the tenant moves in. This is money that the landlord can use to cover any damages you cause to the apartment while you live there that are more than "normal wear and tear" or any unpaid rent. They have to give you back any money (with interest) that they don't use for those purposes when you move out.

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 you move out and they get 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. But the new owner is responsible for returning the security deposit to you even if they never got it from the old landlord.

- If you moved out because the **building was condemned,** the landlord must return the security deposit **within 5 days** after you move (see "" in Chapter 7).

You 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 landlord to return the security deposit after you

move. **Remember to give your landlord your new mailing address.**

Interest
When you leave the apartment, the landlord must return your security deposit with interest. Interest on your security deposit is an amount of money that the landlord pays you because they kept your money while you lived in the apartment.

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 starts to build up (accrue) once 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 starts to build up in April (assuming the security deposit is fully paid by March).

"Normal Wear and Tear"
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. These are 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 Will Not Give Your Deposit Back

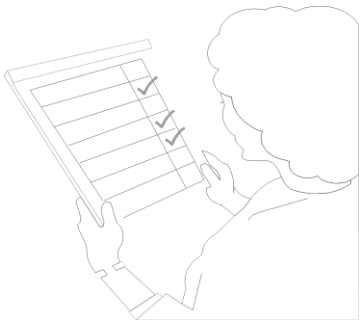
If the landlord does not send back your security deposit or a written explanation of why the security deposit is not being returned, you can sue your landlord for **2 times** the amount of the deposit they kept plus interest.

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 $20,000 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.



See our fact sheets *Security Deposits* and *Conciliation Court* on LawHelpMN.org for more information.

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**. See the Tenant's Repair List at the end of this booklet.

Chapter 11: 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 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 at 1-877-696-6529 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.

- 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.

- The landlord can charge a fee allowed by law on late rent payments, BUT ONLY on the amount that is your responsibility under your lease.

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.

Can I live in public housing?

All public housing and assisted housing programs have limits for how much income you can have. If you make too much money, then you can't apply. The local Housing Authority (the office that runs public housing in your area) or the Minnesota HUD office in Minneapolis can give you information about income limits.

Some housing programs also only allow certain categories of people, like age limits or a particular type of disability.

People living in public housing have to do things that landlords expect, like

- 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, FBI, and/or the court system.
3. Check your record with the eviction court or a tenant screening agency.
4. Check your credit history.

If you are a victim of domestic violence, a housing program can't 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 authority or landlord can ask you to prove the domestic violence.

If You Are "Denied Admission" to Public Housing

This is what you should know if you are "denied admission" (turned down) for 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.

What is different about rent in public housing?

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. You must report income changes when they happen. If your income goes down, the rent usually goes down. "Recertification" (checking) 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 (formal ways to make a complaint) for public housing residents. Private landlords do not have to do that.

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 (broken the rules of) your lease. In Minnesota, Housing Authorities may waive (not use) the grievance procedure and go directly to court to evict when it claims the way you broke the rules of the lease threatens health or safety.

If you are not given a grievance hearing, especially before an eviction hearing, contact your local legal services office at 1-877-696-6529 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 can't 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 can't consider any evidence not brought up at the hearing.

You can find more information about public housing grievance hearings in our booklet *A Guide to Public Housing in Minnesota*. You can read it online by going to LawHelpMN.org and searching for "public housing".

Public Housing 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.

- You have the right to a **30-day** notice of eviction.
- You have the right to a **court-appointed lawyer** if your landlord is evicting you for violating the lease.



Examples of serious lease violations include

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

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.

Note: If you are a victim of **domestic violence,** you can't 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.

The Housing Authority/landlord must tell you the reason for the eviction. Also, as a public housing tenant, they must tell you about 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, talk to your local legal services office by calling 1-877-696-6529 right away.

Even if you lose at the Housing Authority's grievance hearing, **you can't be evicted without an eviction court case** and a hearing in court. At the eviction hearing you can raise all of the defenses discussed earlier for private landlord housing. They are also available to you as a resident in a public, project-based assisted housing program, or as a Section 8 Voucher holder.

You can learn more about public housing evictions in our fact sheet *Public Housing Evictions* on LawHelpMN.org.

For more information about public housing, get a copy of our booklet called *A Guide to Public Housing in Minnesota*. You can get a printed booklet for free from your local legal aid office or read it online at LawHelpMN.org.

Chapter 12: Manufactured Home Parks

What is different for renters in manufactured home parks?

Under Minnesota law, tenants in manufactured (mobile) home parks have the same rights and responsibilities as tenants in other rental housing. And there are also more laws that protect renters in manufactured home parks.



- The manufactured home park owner **has to** use a **written "**rental agreement" (lease) with a tenant when renting a lot. The written agreement must state all the terms and conditions of the agreement.

- The park owner can only raise the rent **2 times** a year.

- The park owner must give **a 60-day written notice** to a tenant **before** changing any park rule.

  New rules must be reasonable and **not** make major changes to the original agreement between the tenant and park owner.

- If the park owner charges for utilities separately from rent and **doesn't meter** the utility service, then the park owner has to divide the bill equally among the lots.

- If the park owner **meters** the utility service, then the tenant **can't be charged more** than the park owner is charged for the actual electricity, gas, or water used. The park owner must divide up any set monthly charges (like a "meters charge") equally among the lots.

- You have the right as a tenant in a manufactured home parks to **"organize"** and hold

meetings about issues affecting you and your neighbors.

Park owners can't make rules against organizing or any other activity tenants use to express themselves. But park owners can make rules that limit the time, place, and manner of these activities.

For more information on your rights as a tenant in a manufactured home park, call a lawyer or your local legal services office at 1-877-696-6529.

You can also find helpful resources on the Minnesota Attorney General's website at www.ag.state.mn.us.

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:

Sample Letter Asking Tenant Screening Agency to Delete Expunged Cases

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

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, harassment, 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 want to end my lease early 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 (OFP)
- ☐ No Contact Order
- ☐ Domestic Abuse No Contact Order (DANCO)
- ☐ 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 MN law 504B.271 for storage fees.

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. If you provide my information to anyone, I reserve the right to seek civil damages of $2,000 as provided by law.

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 provided professional services to _____.

(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 harassment 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]

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: _____

Rent Escrow Affidavit

STATE OF MINNESOTA **DISTRICT COURT**

COUNTY OF _____ _____ **JUDICIAL DISTRICT**

_____
Plaintiff (tenant)

vs.

_____
Defendant (Landlord)

RENT ESCROW AFFIDAVIT

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) ☐ 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 _____



Education for Justice
A project of the Minnesota Legal Services Coalition
www.mnlegalservices.org