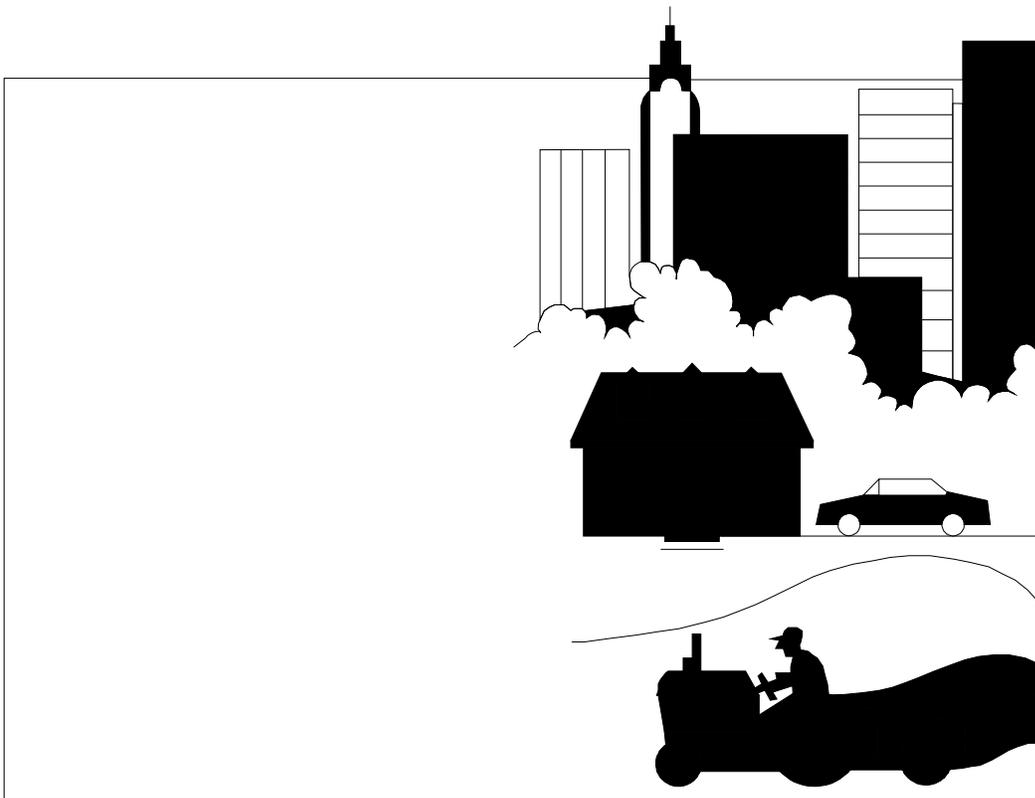


# TENANTS' RIGHTS IN MINNESOTA



**Eleventh Edition  
August 2005**

## PREFACE

This booklet was written to help tenants (people who rent a place to live) understand their legal rights. It is a guide and is not meant to answer all questions. The laws referred to in this booklet change frequently. So, be sure to check for changes. This booklet can give only general rules. They may or may not apply to your particular situation.



This booklet was first prepared by the Community Legal Education Program of Mid-Minnesota Legal Assistance with the help of the Minnesota Legal Services Coalition. The eleventh edition was revised with the help of Ron Elwood of the Legal Services Advocacy Project, Larry McDonough, Galen Robinson and Jim Lee of the Legal Aid Society of Minneapolis (LAS) and Jay Wilkinson of the LAS Housing Discrimination Law Project.

Low-income persons can get a copy of this booklet from their legal services office. Others can purchase the booklet for \$7.00 plus applicable 6.5% Minnesota and .5% St. Paul sales tax (covers postage and handling) from the Minnesota Legal Services Coalition, Midtown Commons, Suite 101B, 2324 University Ave. W., St. Paul, MN 55114. Discounts are available on bulk orders by calling the Coalition office at (651) 228-9105, ext. 111.

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

Copyright ©2005 by Minnesota Legal Services Coalition

## TABLE OF CONTENTS

	<b>Page</b>
Before renting an apartment .....	1
Code violations .....	1
Rental costs .....	2
Security deposit .....	3
Identify owner .....	3
Discrimination .....	3
Tenant screening businesses .....	4
Tenant screening report .....	4
Information contained in your screening report .....	4
Denial because of a tenant screening report .....	5
Reports of eviction (unlawful detainer) court cases .....	7
Expunging or sealing eviction (unlawful detainer) Records .....	7
Renting an apartment .....	8
Fixed term lease .....	8
Periodic lease .....	9
When you reach an agreement .....	9
Lease terms .....	10
Illegal provisions .....	12
Records .....	12
Sharing apartments .....	12
Rights and responsibilities .....	13
Tenant rights .....	13
Tenant responsibilities .....	15
Right to privacy .....	15
Renters' tax credit .....	17
Maintenance and repair problems and landlord	
Lease violations .....	18
Inspections .....	19
Rent abatement .....	20
Rent escrow .....	21
Before you pay your rent into court .....	21

Starting a rent escrow court case . . . . .	22
Notice to your landlord . . . . .	22
The hearing . . . . .	22
What the court can do . . . . .	23
Minnesota tenants remedies act . . . . .	23
Emergency repairs . . . . .	24
Rent withholding . . . . .	24
Condemnation . . . . .	26
Lead poisoning . . . . .	27
A serious health problem . . . . .	28
Screening . . . . .	29
Health inspections . . . . .	29
Making the property "lead safe" . . . . .	29
Moving back in . . . . .	30
Legal action . . . . .	30
Retaliation . . . . .	30
Changing or ending the lease agreement . . . . .	31
Fixed term leases . . . . .	31
Periodic leases . . . . .	31
Surrender and acceptance . . . . .	32
Acceptance of rental payments . . . . .	33
Rent increases . . . . .	33
Sale of the building . . . . .	34
Condominium conversion . . . . .	34
Subletting . . . . .	34
Eviction — forcing the tenant to move . . . . .	35
Unlivable apartments . . . . .	35
Utility shut-offs . . . . .	35
Lockouts . . . . .	36
The only legal way to evict — eviction court case . . . . .	37
The eviction hearing . . . . .	38
The writ of recovery . . . . .	39
Storing the property . . . . .	40
Seizure of personal belongings and property . . . . .	40
Common defenses to eviction court cases . . . . .	42
You may have a defense to eviction . . . . .	42
Delivery of eviction court papers . . . . .	42

Landlord notices and registration . . . . .	43
Nonpayment of rent cases . . . . .	43
Increased rent cases . . . . .	43
Unpaid late fees cases . . . . .	43
Notice to move out cases . . . . .	44
Breach of lease cases . . . . .	44
Claims for nonpayment of rent and breach of the lease . . . . .	44
Other defenses available in eviction cases . . . . .	45
Moving out . . . . .	45
Notice . . . . .	45
Condition of property . . . . .	45
Keys . . . . .	45
New address . . . . .	45
Roommate situations . . . . .	46
Subletting . . . . .	46
Security deposits . . . . .	46
Personal belongings & property . . . . .	47
Assisted housing & tenant-based assistance . . . . .	48
Admission . . . . .	48
Rent . . . . .	49
Grievance procedures . . . . .	49
Evictions . . . . .	50
Manufactured home parks . . . . .	51
Model lease form . . . . .	52-57
Sample check list (moving in) . . . . .	58
Sample check list (moving out) . . . . .	60
Disclosure information on lead-based paint . . . . .	62
Answer form to landlord's eviction petition . . . . .	63
Twin Cities Tenant Screening Agencies . . . . .	67
Appendix: Table of Citations . . . . .	68
Legal Services Offices . . . . .	72

## BEFORE RENTING AN APARTMENT



### INSPECT

When looking for an apartment, ask to see the actual apartment you will live in, not another just like it. Inspect the apartment very carefully, noting all damage and defects. Check the plumbing, lights, appliances, heating, electrical system, locks, and windows. Actually turn on the faucets, flush the toilets, open the windows, and turn on the lights. Talk with the previous tenants or some of the neighbors in the same building. Ask if they have complaints about the building or management.

### CHECK FOR CODE VIOLATIONS

Check for records of any violations of state law or local housing codes at that address. Call the city housing inspector, the building inspector, or the health department and ask if there is anything you should know about the property. This is especially important if you think there might be serious problems with the apartment when you inspect it. These departments can tell you if anything was wrong with the apartment when it was last inspected, and what has been done to correct those defects.

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

State law requires landlords to let people know about outstanding condemnation and inspection orders if a citation has been issued. Landlords must do so **before** anyone signs a lease or pays rent or gives a security deposit. A landlord must give new tenants a copy of the following:

1. All outstanding inspection orders for which a citation has been issued regarding the apartment or common areas ***if*** violations exist that threaten the health or safety of the tenant; and
2. All outstanding condemnation orders and declarations that the building or apartment is "unfit for human habitation".

In addition, a landlord must hang up a notice that summarizes all other inspection orders of violations that do not threaten the health or safety of a tenant ***for which a citation has been issued.***

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

## **LIST DAMAGE**

If you still want to rent the apartment after inspecting it, write a list of all of the damage in the apartment. Ask the landlord to sign it. **Keep a copy** for your records. The list will be helpful later if you need to show that the damage to the apartment is not your fault. A sample check list appears at the end of this booklet on pages 58-60.

## **DETERMINE RENTAL COSTS**

Before renting an apartment, find out what it will cost to live there. Besides rent, you may have to pay for heat, water, lights, or other utilities. By law, the landlord has to tell you the total utility cost for the building for each month of the most recent calendar year. You can also find out the cost of utilities by contacting previous tenants. There may be additional charges for trash collection or other services.

If an apartment has a utility meter that measures utility use for more than that apartment, the utility **must** be in the name of the landlord. A landlord may, however, divide the utility bill among the tenants who share the same meter. The method the landlord will use to split the bill and how often you will be billed must be in your lease. The landlord must give you copies of utility bills for the building for the last two years. If a new landlord took over the building less than two years ago, you are entitled to copies of utility bills for the building from the time the new landlord took over.

## **APPLICATION FEES**

You may be required to pay an application fee or screening fee to cover the cost of checking your references, credit and criminal history. Ask the landlord what happens to this money if you do not rent the apartment. Ask if you will get a refund of that money. A non-refundable fee should be a "reasonable" amount. A landlord must return the fee if the landlord never does any background screening on you. **Get a receipt** when you pay the application fee.

Before charging you an application fee, a landlord must tell you the name, address and telephone number of the tenant screening company they will use to check your background.

## **PRELEASE DEPOSIT**

Some landlords may require you put money down if you are interested in an apartment. Landlords may call this a "deposit-to-hold." It is different from a security deposit because you pay it at the time you apply to rent the apartment, **before** the landlord has done a background check and agreed that you can rent the apartment. This is **not** an application fee and if the landlord does rent the apartment to you, the prelease deposit **must** be applied to the security deposit or the rent.

A landlord cannot charge you a prelease deposit without a written agreement. The agreement might be part of the application form. Read everything carefully before you

sign it. If a landlord does not rent the apartment to you, they **must** return your prelease deposit. But, if the landlord says you can rent the apartment and you turn it down, the landlord could keep the prelease deposit money. This depends on what your written agreement says. That is why you must read the agreement before you sign it.

### **SECURITY DEPOSIT**

Ask if you must pay a security deposit. If a deposit is required, find out how much it will be and what it covers. When you pay it, **get a receipt** clearly marked "damage deposit" or "security deposit".

### **IDENTIFY OWNER**

It is important to know who your landlord will be and how you can contact your landlord. The building owner's name and address must be posted in a prominent place in the apartment building. Ask to have it pointed out to you.

### **DISCRIMINATION**

Landlords cannot refuse to rent to you because of your race, color, creed, religion, national origin, sex, marital status, sexual or affectional orientation, disability, the fact you have children (with some exceptions), or the fact that you receive assistance or a rent subsidy. It is illegal discrimination for a landlord to reject your application, decrease services, increase rent, or evict you for discriminatory reasons.

If you have a disability that affects your housing needs, you may have the right to a "reasonable accommodation" or modification that makes it easier for you to get into, keep or use the housing. The following are examples of reasonable accommodations:

- A request for additional time to avoid eviction and obtain services to help the tenant comply with the lease. For example, housekeeping services to clean an apartment, social worker services to help resolve disputes with the landlord or other tenants, or medical services to prescribe medication which could help the tenant comply with the lease.
- A request for permission to keep a seeing eye dog or other animal whose presence in the home is reasonable and necessary because of disability. You will often need support from a professional who knows your disability.
- A reserved parking spot close to the apartment door for a tenant who has trouble walking. You can request a reserved spot even if parking is usually on a first come, first served basis and there are other spots in the lot with "handicapped parking" signs.

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



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

- Housing Discrimination Law Project of the Legal Aid Society of Minneapolis (612-334-5970)
- Housing Equality Law Project of Southern Minnesota Regional Legal Services (651-222-4731)
- US Department of Housing and Urban Development (HUD) (1-800-765-9372; TTY 1-800-927-9275)
- Minnesota Department of Human Rights (toll free: 800-657-3704, TTY: 612-296-1283)

## TENANT SCREENING BUSINESSES

Landlords often contact tenant screening businesses to get information about a tenant before renting an apartment to the tenant. Screening businesses report information about tenants, including a tenant's rental history, unlawful detainer (eviction) court cases, credit history, and criminal records. State and federal laws regulate these businesses. ***You may have the right to sue the tenant screening business if it does not obey the law.*** Contact a lawyer or your local legal services office if you are having problems with a tenant screening business.

### **You have a right to a copy of your tenant screening report.**

A tenant screening business **must** give you a copy of your tenant screening report when you ask for it. The tenant screening business may make you pay for a copy of the report, but as of August 1, 1999, they may not charge you more than \$3. However, ***if you have been denied housing during the past 30 days because of information contained in the report, your copy of the report is free.***



It is a good idea to see the written information a tenant screening business may have about you. If the tenant screening information is bad, it may affect your rental and credit history. As a result, you may have a hard time finding a landlord to rent to you. A tenant screening report must be accurate. ***Sometimes tenant screening businesses have wrong information about a tenant.*** This may happen for many reasons. The most common reason is that a tenant may have a common name (***for example***, George Jones). In this case, information about other people with similar names might show up on your tenant screening report. A report may also be inaccurate because it reports biased information received from unreliable sources. A law passed in 1996 requires tenant screening reports to also include a date of birth and the full name of the tenant if available. This may help cut down on the number of errors. However, this information doesn't have to be provided for court records dated before the law was passed.

**You have a right to disagree with any information contained in your screening report.** If you think your screening report contains wrong information, the tenant screening business must investigate your claims. If the investigation proves that the information is wrong, or if the information can not be reconfirmed, the tenant screening company must correct or erase it. You also have the right to explain **any item** in the report with which you disagree.

## **WHAT YOU SHOULD DO IF YOU HAVE BEEN DENIED HOUSING BECAUSE OF A TENANT SCREENING REPORT**

1. Landlords who charge application fees must give you the name, address and telephone number of the tenant screening company they will use.
2. Go to or write the tenant screening company and ask for a written copy of the report. If you ask within 30 days of being denied housing, the copy of the report is free. Otherwise, you must pay for a copy of the report.
3. Present your identification card when asking for a copy of your tenant screening report. If you are sending your request by mail to the tenant screening company, you must enclose a copy of your identification card with your letter.
4. The tenant screening business ***must respond promptly*** to your request for a copy. This means that



***If you appear in person*** at the office during normal business hours, the tenant screening company must give you a copy of the report ***at that time***.

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



***If you ask for phone disclosure***, the tenant screening company must disclose the report to you by phone ***on the day you specified*** in your written request. To make a request for a telephone disclosure, send a written request, along with a copy of your identification card. Ask that the report be disclosed to you over the phone on a particular day. Remember, however, that phone disclosure will not preserve your rights to get a free written copy of the report. You should obtain a written copy of the report.

5. ***Read the tenant screening report carefully.*** Look for information that might be wrong. The report must include not only all information the company has

about you in its files, but also the source of the information.

6. If the report contains wrong information, ask the tenant screening business to investigate the wrong information. It is best to make this request in **writing**. Keep a copy of this written request for yourself.
7. The tenant screening business **must investigate** any information in dispute. The investigation may show that the information is wrong or cannot be verified. The tenant screening business **must delete** that information from the report.
8. Ask the tenant screening business to notify all persons who received copies of your report within the past six months and inform them that this wrong information has been deleted from your report. **The tenant screening company won't send this notice unless you ask that it be done. It is important that you do this.**
9. You have the right to tell "your side of the story" on all information listed in your report. It is a good idea to do this so that you can explain why bad rental information is in your report.

***For example:***

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



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

## REPORTS OF EVICTION (UNLAWFUL DETAINER) COURT CASES

If the hearing has already taken place, the tenant screening business must say what happened at that hearing. The court reports outcomes of eviction cases (also known as unlawful detainers) by using codes. These codes tell whether the tenant was evicted for nonpayment of rent, or breach of a lease, or other reasons. It also tells if the tenant won the case because repairs weren't made or if there was a settlement between the landlord and tenant.

For eviction court cases filed against you, the tenant screening business ***must include*** the outcome of the case in the report ***only if*** the outcome of the case is available when a copy of the tenant screening report is requested. As a result, some reports may list incomplete information. When this happens to you, ***tell the landlord and the tenant screening business what happened at the court hearing, including who won and why.*** Send a written explanation to the tenant screening business and ask that it be included in your report.

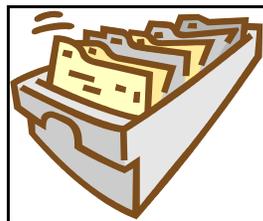
## EXPUNGING OR SEALING EVICTION (UNLAWFUL DETAINER) COURT RECORDS

“Expungement” means sealing the public record of a court action. If your eviction is expunged, then someone searching court files can not find a record of your eviction case. The law allows courts to expunge eviction cases, but only in a small number of situations. If an old eviction case is keeping you from getting housing, you may want to try for an expungement – but only if you won the eviction case or can otherwise prove that the landlord brought a bad case.

A new law in Minnesota says when expungements are allowed. To get an expungement,

- the landlord’s case must be “sufficiently without basis in fact or law,”
- the expungement must be “clearly in the interests of justice,” and
- the “interests of justice” must not be outweighed by “the public’s interest in knowing the record.”

In other words, the landlord brought a bad eviction case and it would be unfair to let it remain on your record.



Every case is different, but here are some general thoughts about what cases might get expunged. In general, do not ask for an expungement unless

- you won the case, or
- you settled the case with an agreement, and the landlord agreed that he or she did not have a good case, or
- you lost by default because you never got the court papers, and you have strong proof that the landlord did not have a good case against you.

You will need to ask the court in writing to expunge your record, and possibly go to court to explain why. Your written request is called a “motion”. Most courts have forms for making “motions” which you could use. You should contact an attorney or Legal Services office for assistance. If the court expunges your records, you should contact each of the tenant screening agencies in Minnesota to let them know. The law says that a screening company may not report an eviction once the company knows it has been expunged. A list of Twin Cities tenant screening agencies can be found on page 67.

## RENTING AN APARTMENT — THE LEASE

A “lease” is the agreement a tenant makes with a landlord to rent a place to live. A lease is usually in writing, but it may be oral. A lease must be in writing if the rental period is for more than one year. Some landlords of smaller buildings may prefer to have only an oral agreement with a tenant. This is perfectly legal but it is usually in your best interest as a tenant to have a written lease. If the apartment is in a "multi-unit building" (a building with 12 or more units), the landlord **must** use a written lease when renting the apartment to the tenant. Whenever a landlord has a written lease with a tenant, the landlord must give the tenant a copy of that written lease. If a landlord refuses to give a tenant a copy of the written lease, the owner might be prevented from using the lease in court. If the landlord of a building with 12 or more units refuses to give a tenant a copy of the written lease, the owner is guilty of a petty misdemeanor.



Generally there are two 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

This is a lease for a definite period of time. This type of lease ends on a specified date and the tenant's right to stay in the rental property ends on that date. The most common fixed term leases are for six months or one year. To end a fixed term lease, you do not have to give your landlord advance written notice unless the written lease

specifically requires advance notice or the apartment rent is subsidized by the government (see the Assisted Housing & Tenant-Based Assistance section of this booklet on page 48). You may be able to stay after the end of a fixed term lease if you reach an agreement with your landlord to stay or if your landlord accepts rent from you after the lease ends. If the landlord accepts rent after the lease ends without signing a new lease, you are automatically on a periodic month-to-month lease. Most of the time courts will rule that the other terms of your old lease continue to apply.

Some fixed term leases have an automatic renewal provision. This means that the lease is renewed (extended) for the original period of time unless you give your landlord proper advance written notice that you intend to move out at the end of the lease term. If the automatic renewal is for two months or more, the landlord must give you written notice of intent to renew 15 to 30 days **before** the date by which you must give the landlord written notice that you intend to move out. If the landlord does not give notice, the lease is not renewed for the original period.

### **PERIODIC LEASE**

This is a lease that does not have a specific or set ending date. It continues from one rental period to another until either the landlord or the tenant ends the lease. The month-to-month lease is the most common kind of periodic lease. To end a periodic lease, **the landlord or tenant must give written notice at least one full rental period in advance.** This means that if you want to end the lease, you must give your landlord your **written notice** the day before the final month's rent payment is due. If your landlord wants to end the lease he or she must give you **written notice** in the same manner.

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

### **WHEN YOU REACH AN AGREEMENT**

It is generally a good idea to put the lease agreement into writing to avoid later misunderstandings between the landlord and tenant. If the landlord won't put the agreement in writing, you should send the landlord a letter stating your understanding of the lease agreement. **Keep a copy of this letter for yourself. An oral agreement can be as legal and binding as a written agreement, but it is harder to prove what was in the agreement. A copy of your letter can help you prove what is included in your oral 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:

1. Negotiate with the landlord for different lease terms. Calmly and politely tell him or her what changes you want made. If the landlord will not agree to your changes, calmly and politely explain why you want the changes and see if you and the landlord can agree to wording that satisfies your concerns.
2. If the landlord agrees to your changes, ***write*** all the changes you both agree to directly on the written lease. This is important because you may not be able to enforce changes made only orally.
3. You and your landlord should write your initials beside all changes.
4. After all changes have been made and initialed, you and your landlord should sign the lease.



You can also ask the landlord to sign a lease that **you** have written. A model lease form appears at the end of this booklet on pages 52-57.

### ***KEEP A COPY OF THE LEASE FOR YOURSELF.***

#### **LEASE TERMS**

The lease binds both the landlord and the tenant to the terms of the lease. That means both you and the landlord must obey all terms. Some common lease terms include

- 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 and
- appliance maintenance.

The landlord may not require you to do repairs or maintenance duties (like yard work) unless you agree to do so in writing and you are paid for the work, either by lower rent or direct payment from the landlord. The landlord may ask for your full name and date of birth on the rental application and may include this information on your lease.

By Minnesota law, every written or oral lease must include a promise by the tenant and the landlord not to allow certain illegal activities on the property. These include allowing prostitution or prostitution-related activity, the unlawful use or possession of a firearm, or the manufacture, purchase, possession, sale, distribution or presence of illegal drugs or stolen property anywhere on the premises, including the common areas. This law cannot be waived or modified by either the landlord or the tenant. It's the law.

If a tenant violates this promise, the tenant's right to live there ends. In addition, the landlord may file an eviction court complaint (also called an unlawful detainer) against the tenant without giving the tenant a full rental period notice to end the lease. The eviction hearing may be scheduled as soon as five days after the landlord starts the eviction process.

There are some lease terms which you should ***avoid***, such as

- ▶ Allowing the landlord to come into your apartment at ***any*** time. A landlord may not enter your dwelling without first giving you notice, except in an emergency. If your lease allows your landlord to inspect or show your apartment to new tenants at any time, without a good faith effort by the landlord to give you reasonable notice, it is an illegal provision and you should ask to have it changed. Change it to read "the landlord can come into the apartment only at reasonable times with 24 hours advance notice to make repairs or to show the unit to prospective tenants" (see the Right to Privacy section of this booklet on pages 15-16). **Remember to have the landlord initial the change on the written lease.**
- 
- ▶ An "acceleration or escalation clause" that requires you to pay the rent due for the entire lease period if you are late in paying the monthly rent.
  - ▶ Allowing the landlord to make new rules that ***automatically*** take effect or to make ***unspecified*** rent increases during the lease period.



## **DO NOT SIGN A LEASE THAT CONTAINS ILLEGAL PROVISIONS.**

The landlord may not be able to enforce illegal lease provisions. Therefore, if you have signed a lease containing an illegal provision you do not have to obey that illegal provision. Some common examples of illegal lease terms include those that

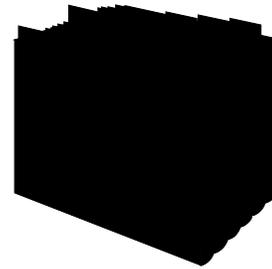
- State that the landlord can evict you without a court hearing
- State that the landlord does not have to make repairs or maintenance as required by law
- Allow the landlord to avoid paying for damage to your property even if the damage is the landlord's fault or
- Allow the landlord to keep your security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

## **KEEP RECORDS**

When you rent an apartment, keep your rental agreement, deposit and rent receipts, inspection list, letters, and all papers about your apartment in one safe place. It is especially important to **keep all receipts** for money paid.

**Do not pay with cash unless** you receive a written receipt. If your landlord demands cash payment, **it is better to pay with a money order.** If you pay with a money order, still be sure to get a written receipt from the landlord. **A money order stub is not proof that you paid your landlord. If your landlord will not give you**

**a written receipt, keep your own record of how much you paid, when, and the reason for the payment.** Be careful if the landlord seems unwilling to give you a receipt. This may mean that other problems will come up in the future.



## **SHARING APARTMENTS**

If more than one person rents the house or apartment, usually each person is legally responsible for paying **the whole rent.** This means that if your roommate moves out, you must pay the whole rent or the landlord can evict you. You can, however, sue the other tenants if they leave without paying their share of the rent. In some cases, your lease may say that you are only responsible for your share of the rent. Contact a lawyer or tenant advocate if you have this problem.

# TENANT RIGHTS AND RESPONSIBILITIES

## TENANT RIGHTS

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

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



(Remember, even if the lease says the landlord may enter your apartment without your permission, the landlord must still attempt to give you reasonable notice.)

- Your landlord must provide you with his or her name and address.
- Your landlord may not end your lease, raise your rent, or reduce services without proper written notice.
- Your landlord may not evict you or retaliate against you for complaining or otherwise exercising your rights as a tenant.
- Your landlord may not shut off your utilities or lock you out of your apartment.
- Your landlord may not force you to move out of your apartment without going to court.
- You are entitled to the return of your security deposit, with interest, within three weeks (21 days) after you move and give your landlord your forwarding address, unless the premises have been condemned (see page 26). However, your landlord may keep a reasonable amount of the security deposit to pay for damages and unpaid rent, if the landlord gives you a written explanation within the three weeks. Your landlord cannot make you pay for normal wear and tear to the apartment (see page 45).
- Your landlord may not hold your personal belongings for non-payment of rent.
- Your landlord must provide a certificate of rent paid so that you can claim a state tax credit.
- Your landlord must notify you about outstanding inspection and condemnation orders for which a citation has been issued (see pages 19 and 26).
- If a landlord charges you an application fee, the landlord must tell you the name, address and telephone number of the tenant screening company they will use.
- If a landlord charges you a prelease deposit (also called a “deposit-to-hold”) and then refuses to rent you an apartment, the landlord must return your money in 7 days.

## TENANT RESPONSIBILITIES

You have the following responsibilities as a tenant:

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

## RIGHT TO PRIVACY

A landlord may **not** enter your apartment

- unless he/she has a **business reason** to enter, **AND**
- he/she has first given you **notice**, except in an emergency.

The tenant should not be unreasonable in allowing the landlord to enter in order to make repairs. It is a good idea for the tenant and landlord to agree ahead of time when such entries will be allowed. It is best to put this agreement in ***writing and keep a copy for yourself.***

### A Business Reason

A landlord must have a **business reason** to enter your apartment. Examples of business reasons include events such as

- showing the unit to a possible new tenant during the notice period before the lease terminates or after the current tenant has given notice to move

- showing the unit to a possible buyer, insurance agent, or appraiser
- performing maintenance work
- providing access to a governmental official for an inspection
- the tenant is causing a disturbance within the unit
- the landlord has a reasonable belief that the tenant is violating the lease within the tenant's unit
- the landlord has a reasonable belief that someone is living in the apartment without a legal right to occupy it or
- the tenant has vacated the unit.

Generally, a landlord can enter your apartment for a reasonable business purpose only after giving you notice, except in an emergency. The notice must be reasonable under the circumstances. The tenant's right to reasonable notice may not be waived. Whether the notice is "reasonable" will depend upon the reason for entering. Notice can include leaving you a message on an answering machine or a note.

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

**Only in special situations** may your landlord enter your apartment without prior notice. If the landlord reasonably suspects any of the following, he or she is permitted to enter your apartment without advance notice to you when

- immediate entry is necessary to prevent injury to people or property because of maintenance, security or law enforcement conditions
- immediate entry is necessary to determine a tenant's safety or
- immediate entry is necessary in order to comply with local ordinances about unlawful activity occurring within the premises.

If your landlord enters your unit when you are not present and has not given you prior notice, the landlord must leave you a written notice.

### **Enforcement**

You can enforce your right to privacy. If the landlord enters without giving you notice, you can sue the landlord for a reduction in rent, recovery of your security deposit and \$100 for each violation of your privacy. You can also enforce your privacy rights in a rent escrow action (see page 22). If the problem continues, you may be able to be released from your lease. Call a lawyer or your local legal services office if you need assistance with writing and filing a complaint to enforce your right to privacy.



## **RENTERS' TAX CREDIT**

Minnesota law allows some tenants to receive a partial refund of the property taxes they pay through their rent. The refund depends on the tenant's income and the rent paid that year. A tenant is eligible for this tax refund if he/she rents in a building where the landlord pays property taxes and if the tenant is below a certain income.

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

1. A completed tax refund form (M1PR) and
2. A "Certificate of Rent Paid"(CRP).

You may file for a tax credit refund *any time before August 15* of each year.

The landlord must give you the Certificate of Rent Paid by January 31 of each year.

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

If the landlord does not give you the CRP, call the landlord and remind him that he can be fined \$100 for each CRP that is not given to a renter. If he still does not give you a CRP, then take the following steps:

1. Write a letter to the landlord telling him the amount of rent you paid and asking him to give you a CRP. Keep a copy of your letter.
2. Call the Department of Revenue and ask them to contact the landlord and make him pay the fine for not giving you your CRP.
3. Ask the Department of Revenue for a Rent Paid Affidavit to fill out instead of a CRP. You will need receipts or some other proof of how much rent you paid. If you don't have receipts, use a lease, mail that you have received and other evidence to show that you lived there and that the state should assume the rent was paid.

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

## MAINTENANCE AND REPAIR PROBLEMS AND LANDLORD VIOLATIONS OF THE LEASE

Minnesota law requires your landlord to maintain your dwelling so that it is fit to live in and in good repair. There are also statewide electrical, energy efficiency, fire, and health codes. In addition, some cities and towns have local housing maintenance codes which have specific maintenance requirements that the landlord must meet. If you do not know whether your town has a maintenance code, call the local building inspector or the town clerk.

Common repair problems include

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



If you have problems with bugs or mice, it is a good idea to have evidence of the bugs or mice (such as dead bugs/mice or droppings) to show the inspector or the court.

If you have problems getting your landlord to fix things in your apartment, there are **five ways** to get your landlord to make repairs as follows:

1. Contact the housing inspector for an inspection of the unit (see discussion below). Persons in areas without housing inspectors can obtain, in some circumstances, inspections from the health department or a local fire marshal.
2. Sue for rent abatement (a partial return of rent). See page 20.
3. File a rent escrow court case (pay rent to the court). See page 22.
4. Sue under the Minnesota Tenants Remedies Act. See page 23. You can get an immediate repair order in emergency cases.
5. Withhold rent. **USE CAUTION** See page 24.



Before taking any of these steps, you should tell your landlord or caretaker about the problem and ask that it be fixed. If the problem is not fixed within a reasonable time, ***write a letter*** to the landlord asking for the repairs. ***Keep a copy of your letter.***

## INSPECTIONS

If your landlord refuses to make repairs, you can ask the local housing inspector to order the repairs. You should do the following:

1. List repairs that are needed.
2. Contact the local housing inspector and ask for an inspection. If you do not have a local housing code, contact the state fire marshal, health department, or building codes department for an inspection.
3. During the inspection, walk through your place, room by room, with the inspector. Ask whether state or local code violations exist in your place.
4. Get a copy of the inspections report from the inspector. Also get a copy of the Order to Repair, if it is separate from the inspection report.
5. Ask the inspector how long the landlord has to make the repairs ordered.
6. If you think you might need the inspector as a witness in a court action, tell the inspector at the time of the inspection, and ask for his or her cooperation.
7. If you are not satisfied with the inspection, complain to the inspector's supervisor. Ask the inspector for the name of his or her boss and their phone number. Call the number as soon as you can and tell them your concern.
8. ***If repairs are not made as ordered, ask for another inspection to prove the repairs were not made.***





Minnesota law requires landlords to let tenants know about outstanding condemnation and inspection orders when a citation has been issued. A landlord must give tenants a copy of the following:

1. All outstanding inspection orders ***for which a citation has been issued*** regarding the apartment or common areas if violations exist that threaten the health or safety of the tenant; and
2. All outstanding condemnation orders and declarations that the building or apartment is unfit for human habitation.

In addition, a landlord must hang up a notice that summarizes all other inspection orders of violations which do not threaten the health or safety of a tenant ***for which a citation has been issued***.

### **SUE FOR RENT ABATEMENT**

If repairs are not made, you can bring a lawsuit in District Court or Conciliation Court for a partial rent refund. Such a lawsuit is called a ***rent abatement***. The judge can order your landlord to return part of the rent that you paid for the entire time that the lack of repairs reduced the value of your apartment.

***For example***, let's say you normally pay \$300 per month in rent but there are broken windows and a leaky toilet. You might ask for the money to fix the toilet plus a reduction of \$100 in rent for each month that the broken windows and leaky toilet increased your utility bills.

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

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

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

Many tenants have found that suing the landlord for a rent abatement in Conciliation Court is a good way to force the landlord to make repairs. You cannot be evicted for bringing a lawsuit (see section on Retaliation, page 30).

In addition to taking legal action to force repairs, you can also take action against your landlord for

- breaking the rental agreement
- discrimination
- retaliation
- failure to provide proper notice when increasing rent
- eviction
- loss or damage to personal property due to the landlord's negligence
- personal injury and
- improper withholding of security deposits.

## **RENT ESCROW**

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



## **BEFORE YOU PAY YOUR RENT INTO COURT**

- Review the dates in all inspection reports. If the inspections department has ordered the landlord to make repairs by a certain date, you must wait until after that date to start a rent escrow court case. However, if you believe the inspector gave the landlord **too much time** to make the repairs, you do not need to wait. But you should note the date and tell the court why that is too long.
- If you do not have a housing inspector in your area, you can still bring a rent escrow court case. But first, you must give or send the landlord a written notice of specific repairs that are needed. **Keep a copy of the letter for yourself.** You must give the landlord at least 14 days to make the repairs. During this time

period, take pictures of the problems. These pictures can be used as evidence in court.

Sometimes you can bring a rent escrow court case even if your area's housing inspector does not issue a report. However, when proceeding without a lawyer, you should get a report.

### **STARTING A RENT ESCROW COURT CASE**

- You must pay *all* the rent that is due to the clerk of the district court when you file the rent escrow court case. If you do not owe rent, you do not have to pay any into the court. However, you must pay *all future* rent to the court. There is a small filing fee to start a rent escrow court case, but the clerk can waive the fee if you cannot afford it.
- You must give the clerk a copy of the inspector's report (a certified copy is best) *or*, if there is no inspector for your area, your written notice to the landlord of specific things that have not been repaired.
- You must also give the clerk your landlord's name and address and estimate how much it will cost to make the repairs.
- The clerk will help you complete a rent escrow petition. There are special forms available at the clerk's office. The clerk also will schedule the hearing.

### **NOTICE TO YOUR LANDLORD**

- If your estimate of the cost of repairs is less than \$7,500, the clerk will send a notice of the hearing to your landlord.
- If your estimate of the cost of repairs is greater than \$7,500, you must have someone (other than yourself) give the notice of hearing to the landlord. If you want, the sheriff can deliver the notice. The clerk can tell you where to find the sheriff's office and someone there can help you.

### **THE HEARING:**

- The hearing will take place 10 to 14 days after you pay your rent into court.
- Bring all of your witnesses to the hearing, pictures (if possible) and copies of letters and notices you sent to the landlord. If an

inspection was done, bring a **certified** copy of the inspector's report. A certified copy has the inspector's stamp and signature on it stating that all the contents are true and correct.

## WHAT THE COURT CAN DO

- Order the landlord to make repairs.
- Allow you to make the repairs and deduct the cost from your rent.
- Reduce your rent until the repairs are done.
- Order the landlord to pay back some or all of the rent you paid when the repairs weren't made.
- Order someone else to manage the dwelling 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 your attorney's fees up to \$500.

## WARNING

The landlord can sue to evict you **only** if you do not pay (deposit) the full amount of rent into court. If you deposit the full amount of rent, the landlord cannot evict you for nonpayment of rent. ***If you do not have the full amount of rent, you should not file rent escrow because you could be evicted and lose the money deposited with the court.*** If the landlord sues you during a rent escrow proceeding, you must bring to the hearing the rest of the rent owed plus an amount equal to the filing fee paid by the landlord. If he or she does not tell you that amount you can call the clerk of court.

Your landlord cannot retaliate against you for filing a rent escrow court case. However, you must follow the terms of your lease, even when you pay rent into court.

## MINNESOTA TENANTS REMEDIES ACT

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



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

- Order the landlord to make repairs or find the landlord in contempt of court

- Tell you to make the repairs and deduct the cost of the repairs from your rent
- Appoint a person to take the rent and use the rent to make repairs or
- Appoint a person to take out liens on the property to pay for repairs or
- Order that your rent be reduced
- Order the landlord to follow your lease
- Order the landlord to comply with state privacy laws
- Order the landlord to pay your attorney's fees up to \$500.

The Court can also order immediate repairs in emergency cases involving loss of utility service and other essential services.

### REPAIR AND DEDUCT

Do not confuse the Tenants Remedies Act with a supposed right to "repair and deduct" the cost of the repairs from the rent. Currently, it is not clear in Minnesota whether a tenant has the right to repair and deduct; therefore, this is risky for tenants. Consult with a lawyer first. The cities of St. Paul and Duluth have a "repair and deduct" ordinance for heating problems. In the future, other cities may pass similar ordinances. Duluth also has a "repair and deduct" ordinance for water, electricity, gas, bathroom fixtures, deadbolt locks and smoke detectors. Minneapolis, St. Paul and Duluth have "pay and deduct" ordinances 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.***

### EMERGENCY REPAIRS

If you are without utilities or other essential services because of the landlord, you can file an Emergency Tenant Remedies Petition. A tenant can ask the court for a repair order in emergency cases involving the loss of 1) running water, 2) hot water, 3) heat, 4) electricity, 5) sanitary facilities, or 6) other necessary services the landlord is responsible for providing. The tenant must try to notify the landlord 24 hours before going to court by calling and leaving a message with someone who will tell the landlord or calling several times at different times of the day if there is no answer. 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 (see pages 22 and 23). You should contact a lawyer or your local Legal Services office for assistance.

### RENT WITHHOLDING

Rent withholding is a legal, effective but risky way to force a landlord to make repairs. ***Be very careful*** when withholding your rent; problems often develop. Before withholding rent, give the landlord ***written*** notice of the needed repairs and a reasonable time limit to fix them. Keep all



rent withheld in a safe place. ***Don't spend your rent money, or you may be evicted.*** Consult a lawyer or your local Legal Services office ***before*** you withhold rent.

If you withhold your rent, the landlord will probably file an eviction case (also called an “unlawful detainer”) against you in court. You may be required to pay the full amount of your withheld rent to the court **at the time of the hearing**. If the court requires payment of the withheld rent and you do not do so, your defense will not be heard and you will be evicted.

***Do not spend the withheld rent money for any reason.***

If the landlord files an eviction case against you

- Go to court and be on time.
- Tell the judge you do not agree with the landlord's complaint and that you want a trial. You have a right to either a judge or jury trial. There is a fee for a jury trial, but the fee may be waived by the court if you cannot afford to pay it.
- At the trial, tell the judge about your repair problems. Show the judge your pictures and inspection orders and have your witnesses tell what they know.
- The judge can do several things
  1. Order you to pay rent to the court or landlord until the facts are proven against your landlord
  2. Order your rent reduced because the apartment is not worth the full rent
  3. Order you to pay your rent to the court for safekeeping until the landlord makes the needed repairs and/or
  4. Order you to give some or all of the rent to the landlord. The judge may find that there weren't any problems with your apartment. Then you will have to pay the rent owed plus court costs (usually more than \$132) to avoid being evicted. It is important to use caution in withholding rent.

***If you withhold rent, make sure you have plenty of evidence to show the court.***

## CONDEMNATION

Minnesota law prohibits a landlord from renting property that is unsuitable for people to live in. The landlord may not collect rent or a security deposit for property that has been condemned or declared "unfit for human habitation." If your building has been condemned, call a lawyer or your local Legal Services office for advice about your rights.

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

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

If your dwelling has been condemned for health or safety code violations

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

*filing a lawsuit for money damages, talk to a lawyer.* It is important to make sure that all claims for money are made in one lawsuit.

- Your landlord must return your security deposit, plus interest, ***within 5 days*** after you move. Be sure to give the landlord your new address when you move.
- Be sure to 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 dwelling has been condemned for a public purpose

- You are entitled to 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.

## LEAD POISONING



**Lead poisoning can cause serious health problems.** You or members of your family can be poisoned from exposure to lead in such things as

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

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

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

- give you a pamphlet\* about lead hazards
- tell you about any known lead-based paint and lead-based paint hazards in the housing and



- give you any records or reports the landlord has about lead-based paint and lead-based paint hazards in the housing.

\* The pamphlet must be approved by the Environmental Protection Agency.

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

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

- a special warning statement regarding lead
- the landlord's disclosure of the presence of any known lead-based paint and lead-based paint hazards
- a list of any records or reports available to the landlord and provided to the tenant concerning lead-based paint or lead-based paint hazards in the housing
- tenant's acknowledgment that he/she received 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 tenant.

A sample DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS is on page 62.

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

### **A SERIOUS HEALTH PROBLEM**

Lead poisoning can cause learning problems and behavior disorders

- permanent brain damage (causing, among other things, paralysis blindness or mental retardation)
- damage to kidneys and blood cells and
- infertility.

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

## SCREENING

All children should be screened regularly for lead as part of their routine/preventative medical care. Screening for lead levels in blood requires only a simple blood test. Screening should be done as follows:

- Children under 24 months old– every 6 months.
- Children aged 2-6 years old– once a year.
- Pregnant women– regularly throughout the pregnancy;
- All children– immediately 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.

For Medical Assistance recipients, the cost of screening should be covered under the EPSDT program.



## HEALTH INSPECTIONS

The state or local health department must inspect to find the source of the lead whenever a child under 6 or a pregnant woman have high levels of lead in their blood. The inspections must include your home and all common areas of the apartment building, or any other place where the child spends a lot of time. The Health Department must inspect within 5 days after it is notified of the high lead levels.

## MAKING THE PROPERTY "LEAD SAFE"

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

If you decide to leave your apartment during this process, you can cancel your lease. ***If you move, the landlord must return your security deposit within 5 days plus any rent you paid in advance.*** You also have the right to move out temporarily. The landlord must let you move back in when repairs are finished. 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 whether you are eligible for assistance.

### **MOVING BACK IN**

Before moving back into your apartment, make sure the health inspector has reinspected the unit and that the landlord carefully cleaned up after the work was finished. ***Do not move back in unless the landlord has cleaned up carefully since the work was done.***

### **LEGAL ACTION**

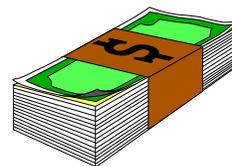
If your landlord does not remove the lead paint, you can take any of the legal actions listed on pages 20-25 of this booklet. If you or your children have been harmed by the lead, you may also have a claim for money from your landlord. You may be able to bring only one court case against your landlord. See a lawyer first to make sure all parts of your claim, such as lead paint damage and rent abatement (a partial return of rent), are included in any lawsuit you start.

## **RETALIATION**

Your landlord may not retaliate against you by raising your rent, asking you to move out, or decreasing your services simply because you have exercised your legal rights as a tenant.

The Court will presume the landlord is retaliating against you if the eviction court case or notice to move comes within 90 days of any act in which you exercise your legal rights as a tenant. This means the judge will assume the landlord is retaliating ***unless*** he/she shows a good reason for eviction. The judge will deny the eviction if the landlord cannot show a good reason for it. For evictions filed after this 90-day period, the burden is on you to show that the landlord is retaliating against you.

You can ask the court, in any action to enforce your legal rights, to start counting the 90 day period after your landlord has done everything the judge required, such as completing all the repairs. It is a defense to an eviction court case to show that your landlord is retaliating against you illegally.



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

## CHANGING OR ENDING THE LEASE AGREEMENT

There are a number of ways to change or end a lease agreement. Which way you use, generally depends upon whether you have a Fixed Term Lease or a Periodic Lease (see pages 8-9 for discussion of these terms). If both you and your landlord agree to change or end the tenancy, the consent of both generally will be enough to make the change or end the tenancy. This is true for either an oral or written lease, a fixed term lease or a periodic lease.

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

### WARNING

If you break your lease without the agreement of the landlord, the landlord may make you pay rent for the entire period of the lease unless the landlord is able to re-rent the apartment to another tenant.

### FIXED TERM LEASES

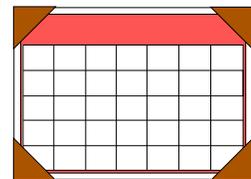
Generally, a lease for a fixed period of time cannot be changed or ended until the ending date specified in the lease, ***unless you and your landlord agree otherwise.***

**Read your lease.** Usually, no notice is needed to end the fixed term lease on the ending date specified in the lease. However, some fixed term leases allow either you or the landlord to terminate the lease by giving 30 or 60 days notice.

Some fixed term leases include an "automatic renewal clause" which means that if you do not notify the landlord, the lease will be renewed automatically (see page 9). Minnesota law provides that automatic renewal clauses will be legal only if the landlord sends a letter of renewal to the tenant. This letter must be sent at least 15 days, but no more than 30 days, before the date the tenant would be required to give notice of his or her intention to move. The letter must state that the lease will be renewed unless the tenant sends a letter saying that he/she doesn't want to renew and will move.

### PERIODIC LEASES

To change or end a periodic lease, such as a month-to-month rental, ***either you or your landlord must give proper written***



**notice** so that the receiver gets the notice by midnight of the day before the rent is due. With a periodic lease, the rental period begins the day the rent is due and lasts until the rent is due again. If your rent is due on the first of the month, your rental period runs from the first to the end of the month. The change or end of the tenancy for which notice is given will become effective **only after** this rental period is over.

**For example**, if you are renting on a month-to-month basis with rent due on the first of the month and you want to move out by February 1, your landlord must receive your written notice of intent to move before midnight, December 31st. To be considered "proper notice", your letter to the landlord only needs to state the date you will move out.

If you want to move but you do not give the proper notice, your landlord may hold you liable for an extra month of rent even though you moved out before the next month began. Similarly, if your landlord wants you to move but doesn't give you proper notice, you can stay in your apartment (assuming that you pay the rent) until your landlord gives you another notice which is proper.

**Remember, a lease is a binding agreement!** Do not break it without carefully considering 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 (local mediation services are sometimes available to assist with this)
- Ask if your landlord is willing to find a new tenant.

If your lease contains a "transfer clause," it allows you to move out if you are transferred out of the area by your employer.



### **COLD WEATHER**

Whenever you move from an apartment, always tell the landlord that you moved, even if you do not give "proper" notice. Minnesota law requires tenants to give landlords at least three days notice before moving any time between **November 15 and April 15**. Tenants who do not give this three-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 vacant and unheated.

### **SURRENDER AND ACCEPTANCE**

Some leases are broken by what is called "surrender and acceptance". This may happen in at least two ways: 1) if you have returned your key to the landlord and he accepted it without saying you still owe rent or 2) if the landlord rented the apartment to someone else without your consent. In these cases, a court might rule that the landlord

has resumed responsibility for the premises and released you from any further obligation under the lease.

### **ACCEPTANCE OF RENTAL PAYMENTS**

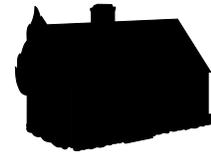
If the landlord gave you proper notice to move, but still accepts rent from you after the date you were told to move, the notice may be canceled by law, renewing the tenancy. However, you should consult a lawyer before you assume that acceptance of rent has canceled the notice.

### **RENT INCREASES**

The kind of lease you have determines if and when a landlord may raise your rent.

#### **Fixed Term Leases**

Generally, a term lease has a fixed rent for the entire lease period that cannot be changed. A written lease will state exactly how and when rent increases occur, if at all. If there is nothing in the lease about rent increases, clarify in writing that no rent increases are to occur during the entire lease period.



#### **Periodic Leases**

If you have a periodic lease, such as a month-to-month rental, your landlord may raise your rent by any amount, as often as he/she wishes. There is no rent control in Minnesota except in public or subsidized housing. However, there are some requirements which must be met before an increase is effective.

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

You can challenge a rent increase in three situations as follows:

1. The landlord raised rent to retaliate against you for exercising your rights (see page 30)
2. The landlord raised rent to discriminate against you or
3. The landlord gave improper notice.

If any of the above situations are true, ***you do not have to pay the increased rent.*** In addition, if you believe your rent was increased because of discrimination, contact the

Minnesota Human Rights Department or your local civil rights department to file a complaint.

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

## **PUBLIC AND SUBSIDIZED HOUSING**

See page 48.

## **SALE OF THE BUILDING**

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

## **CONDOMINIUM CONVERSION**

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

- You must receive notice of conversion at least 120 days before you have to move.
- Households with at least one person who is either 62 years old or older, handicapped, or a minor child can demand an additional 60 days to move. You must give the written demand for extra time within ***30 days*** after receiving the landlord's notice of conversion.
- You must get first option to buy your place for 60 days after the landlord mails the notice of conversion before the landlord can try to sell it to anyone else.

## **SUBLETTING**

“Subletting” means that you, the tenant, lease your dwelling to another person. You have the right to sublet your dwelling, unless your lease specifically prohibits it. When you sublet a dwelling ***you*** remain responsible for your obligations under the lease, even though you are renting it to someone else. Usually, subletting is done under the same terms as contained in the original lease. If you think you might need to sublet later, read the lease carefully before renting to make sure subletting is allowed. Many leases prohibit subletting and some allow it only with advance approval by the landlord.

## EVICTION — FORCING THE TENANT TO MOVE

### UNLIVABLE APARTMENTS

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

If you decide that you have to break your lease by using a constructive eviction argument, give the landlord **written** notice of the problem. In the letter, say that you will consider the lease broken and will move out unless repairs are made within a reasonable period of time. **Keep a copy of this letter.** If there is a housing inspector in your area, call the inspector and ask for an inspection to be done. Get a copy of the repair orders to document the condition of the dwelling. It is also a good idea to ask the health department to do its own inspection and order its own repairs. If repairs are not made, you should move out within a reasonable time after the repairs should have been completed.

### WARNING

***A constructive eviction only exists if the landlord has not provided essential repairs or services.*** Constructive eviction usually only applies to very serious conditions that make the rental unit **unlivable**, such as when there is no heat or water in the rental unit. If you do not want to move, see pages 18-25 for other steps you can take when there are serious repair problems.

If you claim constructive eviction and move out, your landlord may sue you for damages. The amount for which the landlord can sue depends on the type of tenancy you have. If you have a month-to-month lease, the landlord may sue you for one month's rent. If you have a fixed term lease, the landlord may sue you for the rest of the amount owed on the lease. If your landlord sues you for damages, you will have to prove that you were constructively evicted. You should bring the following to court as evidence: 1) all the letters you sent your landlord about needed repairs 2) witnesses 3) pictures and 4) repair orders from the housing inspector and the health department. In other words, you will have to prove that the conditions were so bad that you were forced to move out.

On the other hand, 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 page 20).



### UTILITY SHUT-OFFS

Call your landlord immediately if your utilities are shut off. If the landlord has turned off your utilities, you can sue to have the utilities turned back on. You can also sue to recover either a



maximum of three times the value of the damage you suffered or \$500, **whichever is greater**, plus attorney's fees. If your landlord turns the utilities back on within a reasonable time, you can sue only for the money it actually cost you. **You cannot collect money if the shut-off was because of something you or your guests did to damage the utility service.** Protection against illegal shut-offs extends to residents after a mortgage foreclosure or contract-for-deed cancellation.

In addition, it is a criminal misdemeanor for a landlord to shut off the electricity, gas, or water services to a tenant in order to force the tenant to move. The landlord must prove there was a good reason for turning off the utilities, such as making repairs.

Sometimes, the utility company will shut off the utilities if the landlord failed to pay a bill for which he was responsible. You have the right to pay the bill directly to the utility company **and deduct the amount from your rent payment** if the utility company

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

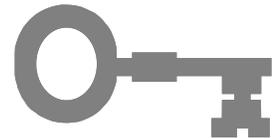
You must follow certain steps, **including notice to your landlord**, if you want to follow this procedure. If you are in this situation, call a lawyer or your local legal services office for help.

In Minneapolis, there are special laws governing utilities, such as

- Your landlord must give you written notice identifying the person responsible for paying the utilities you use.
- If there are not separate meters in your building for the electricity, gas and water used by each rental unit, your landlord is responsible for paying those utility bills.

## LOCKOUTS

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



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

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

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

1. Call the police and ask them to help you get back into your home.
2. Tell the police officer you want to file a criminal complaint. Be sure to get the officer's badge number. This information may be helpful if you have to get a court order to let you back in the dwelling.

If you still are not able to get back into the dwelling, call a lawyer, your local Legal Services office or city attorney ***immediately*** so that you can take legal action against your landlord. ***A lawyer can go to court to get an immediate court order to let you back in your apartment.*** You should bring proof to the court hearing that you are a tenant, such as a neighbor, a lease, or something with your address on it, such as a driver's license or a letter or bill.

After getting back into your home you may want to file a lawsuit against your landlord to pay for money you spent as a result of being locked out. You can sue your landlord for an amount up to three times your actual out-of-pocket costs (such as 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 \$7,500 or less.

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

### **THE ONLY LEGAL WAY TO EVICT — EVICTION COURT CASES**

If a landlord wants to force you to move and you will not leave willingly, the landlord must file an eviction court case (also called an "unlawful detainer") against you. Eviction court cases can be filed against you for many reasons, including

- Failure to pay rent
- Failure to move after receiving proper notice

- Breach of the lease
- Willful and malicious destruction of rental property or
- Causing a "public nuisance"— unlawfully selling or possessing drugs or alcohol on the property.

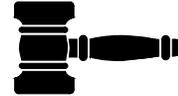
If the landlord wins in court, the judge will issue a "Writ of Recovery" to the landlord. The Writ is a court order forcing you to move out within 24 hours. In most cases, however, the judge will "stay" (delay) the writ for up to **seven days** to give you time to find a new place to live. This means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

## THE EVICTION HEARING

- You will know that the landlord has started an eviction court case against you when you receive the Summons and Complaint (legal papers to appear in Housing Court). ***Do not ignore or throw away these papers.*** Contact a lawyer or your local Legal Services office immediately.
- The court hearing usually will be scheduled **7 to 14 days** after you receive the Summons and Complaint.
- The Summons and Complaint will tell you why the landlord is trying to evict you, as well as the date, time, and place for the court hearing. If you live in Hennepin or Ramsey County, the landlord can also ask the judge for unpaid rent or other money she feels is owed at the time of the eviction hearing. If you provided your landlord with your full name and date of birth when you began renting, that information should be on the complaint. Check to make sure it is correct.
- It is important that you attend the hearing. ***If you do not attend, you could lose the case automatically and will have to move immediately. You might also have a money judgment entered against you.***
- You can attend the hearing by yourself or with a lawyer or housing advocate. If you represent yourself at the hearing, it is best to get some advice from a lawyer or housing advocate ***before*** the hearing.
- At the hearing, the landlord must prove the reasons why you should be evicted.
- When the landlord finishes, you should tell the judge why you don't think you should have to move. Be sure to tell the judge about any defenses you think you have, such as retaliation, discrimination, and repair problems. It is a good idea to have an "Answer" ready before the court hearing. See pages 63-66 in this

booklet for a sample of an "Answer" you can use. The purpose of the "Answer" is to respond to the landlord's list of complaints against you. **Also, bring all evidence available to support your case**, such as pictures, receipts, letters, witnesses, inspection reports, orders to repair, etc. **Ask questions if you do not understand what is happening.**

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



## THE WRIT OF RECOVERY

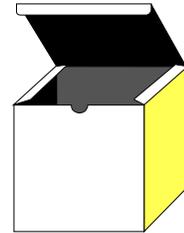
- On the day or any time after the judge says you must move, the landlord can pick up the Writ from the court clerk and take it to the law enforcement officer.
- The law enforcement officer will serve the Writ on you as soon as possible, maybe even that day. The officer will either hand the Writ to you directly or post it on your door.
- The Writ tells you that you must move out of the property **within 24 hours.**
- If you do not move out within the 24 hours, the officer has the power to come back and forcibly move you out of the apartment. Sometimes it may take the officer more than 24 hours to come back. You can find out when the officer is planning to come back to move you out by calling the sheriff's office or police office and asking **when the execution of your Writ will be.**

### **Warning**

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

### **STORING THE PROPERTY**

The landlord has the right to store any of your belongings remaining on the property after the law enforcement officer forces you to move. This is why it is important for you to remove as many of your belongings as possible before the law enforcement officer makes you move. The landlord can store your property either off the premises or on the premises.



If the landlord plans to store your belongings ***off the premises***, the landlord will arrange a time for the law enforcement officer to return to your home with a mover. The movers will pack up all of your belongings and put them in storage. ***In order to get your belongings back, you must pay all packing, moving, and storage costs.*** The longer the belongings are in storage, the more you will have to pay. ***If you do not pay to get your belongings back within 60 days, the landlord can sell your belongings and use that money to pay the moving and storage costs.***

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

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

### **LANDLORD SEIZURE OF PERSONAL BELONGINGS AND PROPERTY LEFT BEHIND**

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

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

The landlord can sue you for costs he/she paid to move and store your property. The landlord must keep the property for **60 days** after he/she gets actual notice that you have abandoned the apartment or after it reasonably appears to the landlord that the unit has been abandoned. The landlord may sell or otherwise dispose of the property after the 60-day period has ended. At least two weeks before the sale, the landlord must make a reasonable effort to notify you of the sale. The money from the sale will be used to pay off any debts owed the landlord by the tenant. However, the landlord must give you any money left over from the sale of your property ***if you ask for it in writing***.

This protection extends to residents following a mortgage foreclosure or contract-for-deed cancellation.



## COMMON DEFENSES TO EVICTION COURT CASES

### YOU MAY HAVE A DEFENSE TO EVICTION

While this booklet does not discuss all possible defenses, the most common defenses are included. If you live in public or government subsidized housing, additional defenses may apply to your case (see page 48). **Contact a lawyer or your local Legal Services office to determine which defenses apply to your case.**

At the back of this booklet is a form "Answer" that you can use to list your defenses in response to the landlord's eviction (unlawful detainer) complaint (see page 63). To use this Answer, do the following:

1. Write the names of the parties and the case number from the Summons in the space provided
2. Check off the defenses that apply to your case
3. Sign and date the form and
4. Give one copy of the completed Answer to the judge and one copy to the landlord at your hearing, and keep a copy for yourself.

#### **Note**

The form Answer does not include some defenses which apply only to public and government subsidized housing. If you live in public or subsidized housing (including Section 8 housing), contact a lawyer or your local Legal Services office for help.

Following is a discussion of some of the many common defenses you may use.

### DELIVERY OF EVICTION COURT PAPERS

Your landlord may not sue to evict you if he/she did not serve you properly. Your landlord must make sure you **receive** the Summons and Complaint at least **7 days before your court hearing**. In most circumstances, the Summons and Complaint must be delivered by hand, **by someone other than the landlord**. These papers may **not** be given to a person who does not live in your apartment or who is not of "suitable age and discretion", such as a young child. The **only** time the landlord can mail the papers to your address is if you cannot be found in the county after delivery of the papers has been tried twice. At least one of those attempts must be made between 6:00 p.m. and 10:00 p.m.



## LANDLORD NOTICES AND REGISTRATION

Your landlord does not have a right to sue to evict you if you did not know the names and addresses of the owner or manager of the apartment, and the names and addresses of the landlord's agents who can accept notices from you. If your landlord has a trade name and is not a corporation, the landlord must register the trade name with the Secretary of State. If the landlord does not register, the court should stop the eviction case until the landlord registers. If this happens, the landlord must pay you \$250. Call the Secretary of State at (651) 296-2803 to make sure the landlord is not a corporation and to find out if the trade name is registered. The Secretary of State can provide a certificate that the trade name is not registered.

## NONPAYMENT OF RENT CASES

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

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

If you withheld your rent because your landlord has not made needed repairs, ***you should bring the withheld rent (in cash) to court because you may need to deposit it into court.*** Also, bring all the photographs, letters to your landlord, inspection reports, and witnesses you have to help prove your case. You can ask the judge to reduce your rent because of repair problems (see pages 18-25).

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 CASES

If your landlord improperly raised your rent, the court should order that you do not have to pay the increase. The landlord must give you proper notice to raise the rent and cannot raise the rent to retaliate against you (see page 30). ***You must bring to court the amount of rent you owed before the increase.*** If the judge decides that the increase was proper, you will have to pay the increased rent amount.

## UNPAID LATE FEES CASES

Many landlords will charge a late fee for late rent and add it to the amount you owe. If you did not agree to a late fee, you should tell the judge. Even if your lease allows



your landlord to charge a late fee, the fee might not be valid. To be **LAWFUL**, a late fee must be reasonable and must only compensate the landlord for costs incurred from your rent being paid late. ***It must not be a penalty.*** Talk to a lawyer to see if your landlord charged a lawful late fee.

### **NOTICE TO MOVE OUT CASES**

If the Complaint states that you received notice to move out and you did not move, make sure the landlord gave you ***proper*** notice (see page 31-32). While the landlord usually does not have to give a reason for giving you the notice, the landlord cannot retaliate against you (see page 30). If your landlord accepted rent from you after the date you were supposed to move, the notice to move out has been canceled. Bring to court all receipts, canceled checks, or witnesses to prove that your landlord received your rent.

### **BREACH OF LEASE CASES**

If the Complaint states that you broke the lease and you believe you did not, bring to court all photographs, documents, receipts, and witnesses that will help you prove your case. The landlord might not be able to evict you, without giving you proper notice to end the tenancy, if the lease does not contain a clause that allows the landlord to evict you or go to eviction court for a breach of the lease (see page 31-32). If your landlord accepted rent from you after the dates on which the landlord says you broke the lease, the landlord may have given up the right to use those incidents as reasons to evict you.

If the Complaint states that you allowed illegal drugs on the property, it is a defense if it was someone other than you or the people who live with you who possessed the drugs or allowed them on the property, unless you knew or had reason to know of this activity.

If you have a disability and you believe that your violation of the lease might have been related to your disability, you may have a defense to the eviction if your landlord did not take reasonable efforts to accommodate your disability.

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 (see page 48). However, some Section 8 tenancies can now be terminated without cause at the end of the first year of the lease, or at the end of a successive term after the end of the initial one year term. You should contact a lawyer or your local Legal Services office if you have questions.

### **CASES INCLUDING CLAIMS FOR NONPAYMENT OF RENT AND BREACH OF THE LEASE**

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

violate the lease and that you have to move, you will not have to pay withheld rent into court. If the court decides that you did not violate the lease, then the court will look at the nonpayment of rent claim.

### **THERE ARE OTHER DEFENSES AVAILABLE IN EVICTION CASES**

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

## **MOVING OUT**

### **NOTICE**

If you decide to move out voluntarily, be sure to give proper written notice if you have a periodic lease, such as a month-to-month rental. The landlord must receive this notice by midnight the day before your rent is due for the last rental period.



*For example*, if you are renting on a month-to-month basis and you want to move out by February 1, you must give your landlord written notice of your intent to move before midnight, December 31.

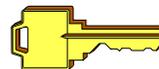
Even if you are going to break the lease and can't give proper notice, you still must give three days notice if you are moving between **November 15 and April 15**. By giving this three-day notice, you won't be held responsible for any damage to water and utility pipes that may result from cold temperatures. You do not need to give your landlord notice that you are moving at the end of a fixed term lease that is not being renewed. See the discussion of fixed term leases and periodic leases at pages 8-9.

### **CONDITION OF PROPERTY**

You must leave the apartment in the same condition as it was when you moved in, *except for normal wear and tear*. Clean the dwelling thoroughly. Find out what your landlord expects the apartment to look like when you move out. When you are ready to leave, walk through the apartment with the landlord to make sure everything is OK. If the landlord says the apartment is in satisfactory condition, have the landlord put this in writing and sign it. *Keep a copy for yourself.*

### **KEYS**

When you leave, give back your keys to the landlord.



### **NEW ADDRESS**

Before leaving, give your landlord written notice of an address where you can be reached by mail. This way, the landlord can return your

security deposit to you. If you don't want the landlord to have your new home address, give another address where you can get mail. For instance, you can use a post office box.

### **ROOMMATE SITUATIONS**

If you shared the apartment and not everyone in the apartment is moving out, the landlord can collect the total rent from the tenants remaining in the apartment. Even after you move, you can be held responsible for your roommate's part of the rent if that person leaves without giving proper notice to the landlord or without paying the rent. If this happens, you can sue your roommate for reimbursement in Conciliation Court. To prevent 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).

### **SUBLETTING**

If you sublet, you are still responsible under the lease unless you get the new tenants to sign their own lease with the landlord. If this is not possible, draw up a written agreement between yourself and the new tenants, releasing you from any rent obligation and making them responsible for any damage.

### **SECURITY DEPOSITS**

Landlords usually require tenants to pay a security or damage deposit when the tenant moves in. If the landlord wants to increase the amount of the damage deposit while you are living there, the same written notice is required as is required for raising the rent (see pages 33-34). If you don't agree to the increase, you should answer the notice promptly with a written refusal, rather than pay the increase.

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

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

When you leave the apartment, the landlord must return your security or damage deposit and must pay 3% simple annual interest on the deposit until August 1, 2003 and 1% each month thereafter. The interest on your security deposit does not begin to accrue until you pay all of the security deposit to the landlord. Once you have paid the entire security deposit, the interest starts to accrue in the month following the month in which you have made the final payment on the security deposit.

**For example**, if you move into an apartment in January which requires a \$300 security deposit and the landlord allows you to pay the security deposit at a rate of \$100 per month for January, February and March, the interest on the security deposit does not begin to accrue until April (assuming the security deposit is fully paid by March).

The landlord must return the deposit with interest to you or send a written explanation for withholding any part of the security deposit **within three weeks** (21 days) after the end of the tenancy and after receiving your new mailing address. If you moved out because the **building was condemned**, the landlord must return the security deposit **within five days** after you move (see pages 26-27).

The landlord may withhold from the security deposit the amount necessary to cover any unpaid rent and the costs of restoring the property to the condition of the apartment when the tenant moved in (such as cleaning, painting, new carpeting, etc.). However, **the tenant does 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. On the other hand, if the dwelling was freshly painted when you moved in six months ago and it needs repainting now, that probably will not be considered "normal wear and tear". Therefore, you may have to pay.

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

If you received 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 less than \$7,500.



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.** Sample check lists are included on pages 58-61 of this booklet.

## PERSONAL BELONGINGS AND PROPERTY

See page 40 about your rights to your personal belongings and property.

## PUBLIC AND SUBSIDIZED HOUSING

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

Your rights will depend upon the program in which you are participating. Contact a lawyer or your local Legal Services office for help (see the list on page 68). 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 to you a written termination notice and a right to meet with the landlord to try to solve the problem without moving. Section 8 voucher tenancies, where you take the subsidy with you when you move, may be terminated without a reason at the end of the lease. In public housing, in most terminations, you have the right to a formal hearing in front of a hearing officer or panel before a Housing Authority can take you to court to evict you.

## ADMISSION

All public housing and assisted housing programs have maximum income limits for applicants. Some housing programs also require applicants to fit specification categories like age limits or a particular type of disability. The local housing authority or the Minnesota HUD office in Minneapolis can give you information about income limits.

In addition to income and program eligibility, other standards must be met by applicants for assisted and public housing. Some of these requirements are

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

To choose residents the landlord may

1. Check with other landlords to see if you paid your rent or if you disturbed your neighbors.

2. Check your criminal history, with the police and/or the F.B.I., and/or the court system.
3. Check your record with the unlawful detainer court.
4. Check your credit history.

### **If You Are Denied Admission**

- You get a written decision that will tell 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.
- 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 any wrong information. 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 have the right to ask that the rules or policies are changed to admit you if the need for the change is due to your disability and the change will give you equal access to the housing.

### **RENT**

Federal laws set the amount of rent 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 the lower of either 30 percent of your income after certain deductions are made, or the minimum rent set by the housing authority, up to \$50.00. You must have proof of income when you apply and you must report income increases when they happen. If your income decreases, the rent usually decreases. Recertification of income and rent is done once a year, ***but you need to report income and family changes according to the housing program rules.*** A rent overcharge can be a defense to an eviction court case. If you have questions about your reporting requirements or eviction defenses, you should contact a lawyer or your local legal services office (see the list on page 72.)

### **GRIEVANCE PROCEDURES**

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

In Minnesota, Housing Authorities may waive the grievance procedure and go directly to court to evict when it claims your lease violation threatens health or safety. If you are

denied a grievance hearing, especially before an eviction hearing, contact your local Legal Services office or a housing advocate.

At the formal grievance hearing you begin or the housing authority begins against you, you have four important rights as follows:

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

## **EVICCTIONS**

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

Examples of serious lease violations include

- Failure to pay rent
- intentional damage of property
- violence to other tenants, or
- 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.

You must be advised of the reason for the eviction. In addition, as a public housing tenant, you must be advised of your right to request a grievance hearing. The type of notice and deadline to ask for an appeal depends on the type of housing program. If you get a notice to vacate you should talk to your Legal Services office or a housing advocate immediately. Even if you lose at the housing authority's grievance hearing, ***you cannot be evicted without an unlawful detainer court complaint*** and a hearing in court. At that time you have the opportunity to defend yourself.

At the eviction (unlawful detainer) hearing you can raise all of the defenses discussed earlier for private landlord/tenant relationships (see pages 42-45). They are also available to you as a resident in a public, project-based assisted housing program, or as a Section 8 Voucher holder.

## MANUFACTURED HOME PARKS

Under Minnesota law, tenants in manufactured home parks have the same rights and responsibilities as tenants in other residential buildings. However, Minnesota laws also contain a separate chapter that governs those special situations that arise only in manufactured home parks.

Following are some of the laws that apply specifically to tenants in manufactured home parks:

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

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



**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

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

**LANDLORD’S DISCLOSURE:**

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):  
(i) \_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain) \_\_\_\_\_

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

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

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

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

**TENANT’S ACKNOWLEDGMENT (initial)**

- (c) \_\_\_ Tenant has received copies of all information listed above.
- (d) \_\_\_ Tenant has received the pamphlet *Protect your Family from Lead in Your Home*.

**LEASING AGENT’S ACKNOWLEDGMENT (INITIAL)**

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

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

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

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

\_\_\_\_\_  
LEASING AGENT                      Date:

**ANSWER FORM TO LANDLORD'S EVICTION PETITION**

STATE OF MINNESOTA

DISTRICT COURT  
JUDICIAL DISTRICT

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

UNLAWFUL DETAINER (EVICTION)

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

**ANSWER**

vs.

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

File No.:

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

**A. TYPE OF TENANCY OR OCCUPANCY**

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

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

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

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

- 1. \_\_\_\_\_ I did not know the names and addresses of the owner or manager of my apartment at least 30 days before the landlord filed this case (Minn. Stat. §504.22).

2. \_\_\_\_\_ My landlord did not register a trade name with the Secretary of State. My landlord owes me \$250.00 (Minn. Stat. §333.06).
3. \_\_\_\_\_ My landlord failed to state in the court papers why I have done wrong with enough detail so I can defend myself. (Minn. Stat §566.05; Minn.R. Gen Prac. 603.)

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

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

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

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

**F. BROKEN LEASE CASES:**

1. \_\_\_\_\_ I deny that I have broken my lease.

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

**G. OTHER:**

---



---



---



---



---

**H. REQUEST FOR RELIEF**

1. \_\_\_\_\_ Deny Landlord-Plaintiff's request to evict me.
2. \_\_\_\_\_ Reduce (abate) the rent claimed by Landlord-Plaintiff by \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
3. \_\_\_\_\_ Reduce (abate) the future rent by \$ \_\_\_\_\_ to \$ \_\_\_\_\_ until Landlord-Plaintiff completes repairs.
4. \_\_\_\_\_ Order Landlord-Plaintiff to provide for discovery of Landlord-Plaintiff's file on me, that is, to show me any papers or other information she/he has about me, give me a list of witness and what they will say in their testimony, and any evidence Landlord-Plaintiff has. Minn. Gen. R. Prac. 612.
5. \_\_\_\_\_ Continue the hearing for the following reasons: \_\_\_\_\_  
 \_\_\_\_\_
6. \_\_\_\_\_ If I owe rent, give me \_\_\_\_\_ days to pay it. 614 Co. v. D.H. Overmayer, 297 Minn. 395, 398, 211 N.W.2d 891, 893 (1973).
7. \_\_\_\_\_ If I lose, give me seven days to move. Minn. Stat. § 566.09.

8. \_\_\_\_\_ If I lose, give me 60 days to try to sell my mobile home. Minn. Stat. § 327C.11, subd. 4.
9. \_\_\_\_\_ Do not award costs to Landlord-Plaintiff.
10. \_\_\_\_\_ Other: \_\_\_\_\_

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

---

---

\_\_\_\_\_

Date Tenant-Defendant

## **TWIN CITIES TENANT SCREENING AGENCIES**

Apartment Services Plus  
7400 Metro Blvd.  
Edina, MN 55439  
(952) 925-9592

Landlord Protection Agency  
1306 West County Road F  
Arden Hills, MN 55112  
(651) 636-5988

MultiHousing Credit Control  
10301 Crosstown Circle, Suite 200  
Eden Prairie, MN 55344  
(952) 941-0552

Rental History Reports, Inc.  
10505 Wayzata Blvd., Suite 201  
Minnetonka, MN 55305  
(952) 545-3953

Rental Research Services  
11300 Minnetonka Mills Road  
Minnetonka, MN 55305  
(952) 935-5700

Renters Acceptance  
7525 Mitchell Rd.  
Minneapolis, MN 55344  
(952) 259-1199

Tenant Check  
857 Fairmont Avenue  
St. Paul, MN 55105  
(651) 224-3002

## MINNESOTA STANDARD RESIDENTIAL LEASE

© Copyright 1998, 1999, 2000 by Minnesota State Bar Association, Minneapolis, Minnesota. BEFORE YOU USE OR SIGN THIS LEASE, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

The Office of the Minnesota Attorney General certifies that this contract complies with the requirements of Minn. Stat. §325G.31 (1999). CERTIFICATION OF A CONTRACT BY THE MINNESOTA ATTORNEY GENERAL UNDER THE PLAIN LANGUAGE CONTRACT ACT IS NOT OTHERWISE AN APPROVAL OF THE CONTRACT'S LEGALITY OR LEGAL EFFECT.

1 Landlord and Tenant agree to the following terms.  
 2 **TENANTS.** (Each adult who signs this Lease is a "Tenant.") \_\_\_\_\_

3  
 4 **OTHER OCCUPANTS.** \_\_\_\_\_

5  
 6 **LANDLORD.** \_\_\_\_\_

7 The Premises ("Premises") includes dwelling unit number \_\_\_\_\_  
 8 at (street address) \_\_\_\_\_ (city) \_\_\_\_\_ MN (zip code) \_\_\_\_\_  
 9 and garage no. \_\_\_\_\_, storage unit no. \_\_\_\_\_, parking stall no. \_\_\_\_\_

10 **Term of Lease.** (Write number of months or "month-to-month.") \_\_\_\_\_

11 **Starting Date of Possession** \_\_\_\_\_ **Ending Date of Possession** (if known) \_\_\_\_\_

12 **Monthly Rent** \$ \_\_\_\_\_ **Late Fee** \$ \_\_\_\_\_ **Security Deposit** \$ \_\_\_\_\_

13 **OTHER CHARGES** (specify) \_\_\_\_\_

<b>RECEIPT. RECEIVED FROM TENANT BY LANDLORD AT THE SIGNING OF THIS LEASE:</b>	<b>AMOUNT</b>
FIRST MONTH'S RENT PAID IN ADVANCE	
FIRST MONTH'S UTILITIES PAID IN ADVANCE (See Choices 3 and 4 below.)	
LAST MONTH'S RENT PAID IN ADVANCE	
SECURITY DEPOSIT PAID IN ADVANCE	
FIRST MONTH'S RENT FOR GARAGE PAID IN ADVANCE	
FIRST MONTH'S RENT FOR STORAGE UNIT PAID IN ADVANCE	
OTHER (Specify) _____, PAID IN ADVANCE	
<b>TOTAL RECEIVED FROM TENANT:</b>	

25  
 26 **Notice.** Under Minnesota law, the landlord of a single-metered residential building is the bill payer responsible and shall be  
 27 the customer of record contracting with the utility for utility services. Utilities and Services will be paid as follows.

<b>UTILITIES:</b>	<b>Included in Rent</b>		<b>Not Included in Rent; Paid or Billed Separately</b>	
	Choice No. 1	Choice No. 2	Choice No. 3	Choice No. 4
	LANDLORD PAYS SERVICE PROVIDER	TENANT PAYS DIRECTLY TO SERVICE PROVIDER	TENANT PAYS LANDLORD (Reimbursement for separately metered utility or for service for Tenant's Premises with separate billing or account in Landlord's name.) (ADDED TO RENT.)	TENANT PAYS LANDLORD FOR A PORTION OF UTILITIES OR SERVICES (Tenant's Premises does not have a separate meter.) (ADDED TO RENT)
	(Utilities and services are included in rent.)	(Tenant's Premises has a separate meter and separate billing or account in Tenant's name.)		
	>>>>>> <b>CHECK ONLY ONE COLUMN FOR EACH UTILITY OR SERVICE</b> <<<<<<<			
Natural Gas				
Water & Sewer				
Electricity				
Fuel Oil				
Garbage Collection				
Telephone				
Cable Communication				
Association Fees				
Other Utility or Service (Specify)				

51 NOTE: If either Choice No. 3 or Choice No. 4 is checked for any utility  
 52 or service, **Landlord must complete Part 35 of this Lease before Tenant**  
 53 **signs.** Caution: Minneapolis and other cities might prohibit the  
 54 apportioning of utilities (Choice No. 4).

»» SEE NOTE IF CHOICE NO. 3 OR CHOICE NO. 4 IS CHECKED FOR ANY UTILITY OR SERVICE.

CHECK APPLIANCES INCLUDED

- |    |                       |                                   |
|----|-----------------------|-----------------------------------|
| 55 | _____ REFRIGERATOR    | _____ CLOTHES WASHER              |
| 56 | _____ KITCHEN STOVE   | _____ CLOTHES DRYER               |
| 57 | _____ MICROWAVE       | _____ WINDOW UNIT AIR CONDITIONER |
| 58 | _____ DISHWASHER      | _____ GAS GRILL                   |
| 59 | _____ TRASH COMPACTER | _____ OTHER                       |

61 The person authorized to manage the Premises is

62 Name \_\_\_\_\_  
63 Street Address, (not P.O. Box) \_\_\_\_\_  
64 City, State, Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

65 The Landlord or agent authorized to accept service of process and receive and give receipts for notices is

66 Name \_\_\_\_\_  
67 Street Address, (not P.O. Box) \_\_\_\_\_  
68 City, State, Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

69 List any additional agreements here. Attach a copy of each additional agreement to each copy of the Lease.

70 \_\_\_\_\_  
71 \_\_\_\_\_  
72 \_\_\_\_\_  
73 \_\_\_\_\_

74 **TERMS OF THIS LEASE.**

75 **1. OCCUPANCY AND USE.** Only the Tenants and Occupants listed above may live in the Premises, except as  
76 allowed by law. The Premises, Utilities and Services shall be used only for common residential uses.

77 **2. RENT.** Tenant shall pay Rent in advance on or before the first day of every month. Tenant shall pay the Rent  
78 at \_\_\_\_\_ or other reasonable place requested by Landlord.

79 **3. LATE FEE AND RETURNED CHECK FEE.** If Landlord does not receive the rent by the fifth day of the  
80 month, Tenant must pay any late fee listed above as additional rent if requested in writing by Landlord. Tenant shall  
81 also pay \$20.00 for each unpaid check returned by Tenant's bank. Rent is "paid" when Landlord receives it, not  
82 when mailed or sent by Tenant.

83 **4. SECURITY DEPOSIT.** Landlord may use the security deposit  
84 **A.** To cover Tenant's failure to pay rent or other money due Landlord.  
85 **B.** To return the Premises to its condition at the start of the tenancy except for ordinary wear and tear.

86 Within 21 days after the tenancy ends and Tenant gives Landlord a forwarding address, Landlord shall return the full  
87 security deposit with interest or send a letter explaining what was withheld and why.

88 **5. EACH TENANT RESPONSIBLE.** Each Tenant is responsible for all money due to Landlord under this Lease,  
89 not just a proportionate share.

90 **6. TENANT PAYS FOR DAMAGE.** Tenant shall pay for all loss, cost, or damage (including plumbing trouble)  
91 caused by the willful or irresponsible conduct of Tenant or by a person under Tenant's direction or control.

92 **7. LANDLORD'S NON-WAIVER.** Payments other than rent are due when Landlord demands them from Tenant.  
93 Landlord's failure or delay in demanding payments is not a waiver. Landlord may demand payments before or after  
94 Tenant vacates the Premises.

95 **8. ATTORNEY'S FEES.** The court may award reasonable attorney's fees and costs to the party who prevails in  
96 a lawsuit about the tenancy.

97 **9. PREMISES INSPECTION.** Landlord and Tenant inspected the Premises together and signed an inspection sheet  
98 before signing this Lease. A copy is attached. When the Lease ends, Landlord and Tenant shall inspect again and  
99 complete a second inspection sheet.

100 **10. LANDLORD'S PROMISES.**  
101 **A.** The Premises and all common areas are fit for the use intended by Landlord and Tenant.  
102 **B.** Landlord shall make necessary repairs. Landlord need not repair damage caused by the willful or irresponsible  
103 conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.  
104 **C.** Landlord shall keep the Premises up to code unless a violation of the codes has been caused by the willful or  
105 irresponsible conduct of Tenant, Tenant's guests, or a person under Tenant's direction or control.

106 **11. TENANT'S PROMISES.**  
107 **A.** Tenant shall not allow damage to the Premises.  
108 **B.** Tenant shall not allow waste of the Utilities or Services provided by Landlord.  
109 **C.** Tenant shall make no alterations or additions.  
110 **D.** Tenant shall remove no fixtures.  
111 **E.** Tenant shall not paint the Premises without Landlord's written consent.  
112 **F.** Tenant shall keep the Premises clean and tidy.



- 126 **G.** Tenant shall not unreasonably disturb the peace and quiet of others.  
127 **H.** Tenant shall not interfere with the management of the property and shall not allow Tenant's guests to do so.  
128 **I.** Tenant shall use the Premises only as a private residence.  
129 **J.** Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous.  
130 **K.** Tenant shall not use the Premises in any way that would cause a cancellation, restriction or increase in premium  
131 in Landlord's insurance.  
132 **L.** Tenant shall not use or store in or near the Premises any inflammable or explosive substances in an unsafe  
133 manner.  
134 **M.** Tenant shall notify Landlord in writing of any repairs to be made.  
135 **N.** Tenant shall recycle or dispose of trash in the outside containers provided for those purposes.

136  
137 **12. TENANT'S TELEPHONE.** Tenant shall give Landlord the Tenant's home phone number within 2 days after  
138 service is started or the phone number is changed.

139  
140 **13. RESTRICTIONS.**

- 141 **A. WATERBEDS.** Tenant shall not have water beds or other water-filled furniture on the Premises.  
142 **B. PETS.** Tenant shall not have animals or pets on the Premises without Landlord's prior written approval.  
143 **C. LOCKS.** Tenant shall not add or change locks. At Tenant's request, Landlord will change the locks or have  
144 the lock cylinders re-keyed at Tenant's expense. If the locks do not meet current municipal codes or  
145 regulations, Landlord shall change the locks at Landlord's expense.  
146 **D. VEHICLES.** Tenant shall have no motor home, camper, trailer, boat, recreational vehicle, unlicensed vehicle,  
147 inoperable vehicle, vehicle on blocks, or commercial truck on the Premises or on the common area or curtilage  
148 of the Premises, except in a garage. ["Curtilage" means the grounds surrounding the building in which the  
149 Premises is located.] A commercial truck is any truck in commercial service or larger than a pickup truck.  
150 Permitted vehicles shall be parked in designated areas only. Three days after giving notice to Tenant,  
151 Landlord may remove and store the offending vehicles. Tenant shall pay reasonable removal and storage  
152 expenses as additional Rent.

153  
154 **14. LANDLORD'S RIGHT TO ENTER.** Landlord may enter the Premises for a reasonable business purpose.  
155 Landlord must first make a good faith effort to give Tenant reasonable notice of the intent to enter. Landlord may  
156 enter the Premises in an emergency. Landlord must disclose the date, time and purpose of the emergency entry in  
157 writing. The writing must be left in a conspicuous place in the Premises.

158  
159 **15. DAMAGE OR INJURY TO TENANT OR TENANT'S PROPERTY.** Landlord is not responsible for any  
160 injury or damage that was not caused by a willful or negligent act or failure to act of Landlord. Tenant may obtain  
161 Renter's Insurance

162  
163 **16. NOTICE OF DANGEROUS CONDITIONS.** Tenant shall promptly notify Landlord of any conditions that  
164 might cause damage to the Premises or waste Utilities or Services provided by Landlord. The notice may be oral  
165 or in writing.

166  
167 **17. SUBLETTING.** Tenant shall not sublet part or all of the Premises without Landlord's written consent. Tenant  
168 shall not assign this Lease without Landlord's written consent. The consent shall not be unreasonably withheld or  
169 delayed.

170  
171 **18. MOVING OUT OR HOLDING OVER.** Tenant must move out not later than 11:59 p.m. on the Ending  
172 Date. If Tenant occupies the Premises after the Ending Date with Landlord's permission and this Lease has not been  
173 renewed nor a new Lease made, this Lease becomes a month-to-month lease under its original terms.

174  
175 **19. NOTICE IF LEASE BECOMES MONTH-TO-MONTH.** If this Lease is or becomes month-to-month,  
176 written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of  
177 a month and must be received before the first day of that month. For example, to end a month-to-month lease on April  
178 30, the notice must be received on March 31 or earlier.

179  
180 **20. VACATING.** When moving out, Tenant must:

- 181 **A.** Leave the Premises in the same condition as at the start of the Lease, except for ordinary wear and tear and  
182 fire or casualty loss.  
183 **B.** Completely vacate the Premises, including storage units, garage and parking stalls.  
184 **C.** Give Landlord a forwarding address.  
185 **D.** Give Landlord all keys and personal property issued to Tenant for Tenant's use such as garage door openers,  
186 and tools. If Tenant does not return all keys within 24 hours of vacating, Landlord may change the locks and  
187 charge reasonable costs to Tenant.

188  
189 **21. PREMISES DESTROYED, UNINHABITABLE OR UNFIT FOR OCCUPANCY.**

- 190 **A.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through no fault  
191 or neglect of Tenant or a person under Tenant's direction or control, either Landlord or Tenant may end this  
192 Lease. To end the lease, Tenant or Landlord shall give prompt written notice to the other. Rent shall be  
193 prorated as of the date the Premises became unfit for occupancy.  
194 **B.** If the Premises is destroyed or becomes totally uninhabitable or completely unfit for occupancy through the  
195 fault or neglect of Tenant or a person under Tenant's direction or control, Landlord may end this Lease.  
196 Landlord shall give prompt written notice to Tenant.

198 **22. BREACH OF LEASE [RE-ENTRY CLAUSE].** If Tenant materially breaches this lease, Landlord may do  
199 these things.

- 200 A. Demand in writing that Tenant immediately give up possession of the Premises. If Tenant does not give up  
201 possession, Landlord may bring an eviction action (unlawful detainer action).
- 202 B. Demand in writing that Tenant give up possession of the Premises to Landlord at a certain date in the future.  
203 If Tenant does not give up possession on that date, Landlord may bring an eviction action (unlawful detainer  
204 action). Landlord may accept rent for the period up to the date possession is to be transferred without giving  
205 up Landlord's right to evict.
- 206 C. Bring an eviction action immediately (unlawful detainer action).

207  
208 **23. DUTY TO PAY RENT AFTER EVICTION OR SURRENDER.** Rent is due under this Lease even if Tenant  
209 surrenders the Premises or is evicted by Landlord. Landlord shall make good faith efforts to mitigate damages.  
210

211 **24. SUBORDINATION.** This lease is subordinate to any mortgage against the Premises. No new owner or lender  
212 shall disturb Tenant's occupancy, but shall have Landlord's remedies if Tenant defaults. Tenant shall sign documents  
213 reasonably requested by Landlord. Tenant appoints Landlord as attorney-in-fact to sign such documents for any  
214 mortgagee.  
215

216 **25. EXERCISE OF RIGHTS AND REMEDIES.** Either party may use any or all of its legal rights and remedies.  
217 The use of one or more rights or remedies is not an election of remedies.  
218

219 **26. SUBROGATION.** Tenant and Landlord give up all rights of subrogation against the other for loss or damage  
220 covered by insurance.  
221

222 **27. TERMS.** Where appropriate, singular terms include the plural and plural terms include the singular.  
223

224 **28. MISREPRESENTATIONS.** Any materially false statement made by either Landlord or Tenant to the other  
225 that induces the signing of this Lease is a breach of this Lease.  
226

227 **29. ATTACHMENTS ARE PART OF LEASE. NO ORAL AGREEMENTS.** Attachments to this Lease, such  
228 as Landlord's building rules, if any, are a part of this Lease. No oral agreements have been made. This Lease with  
229 its attachments is the entire agreement between Landlord and Tenant.  
230

231 **30. NOTICES.** A notice or demand mailed to or handed to any one of the Tenants named above is notice to all  
232 Tenants.  
233

234 **31. NOTICE OF PROHIBITION AGAINST UNLAWFUL ACTIVITIES.**

- 235 A. Landlord and Tenant shall not unlawfully allow controlled substances in the Premises or in the common area  
236 or curtilage of the Premises. The Premises will not be used by Tenant or persons under Tenant's control to  
237 manufacture, sell, give away, barter, deliver, exchange, distribute or possess with the intent to sell, give away,  
238 barter, deliver, exchange, or distribute a controlled substance in violation of any local, state or federal law.
- 239 B. Landlord and Tenant shall not allow prostitution or prostitution-related activity as defined in MINN. STAT.  
240 §617.80, Subdivision 4, to occur on the Premises or in the common area and curtilage of the Premises.
- 241 C. Landlord and Tenant shall not allow the unlawful use or possession of a firearm in violation of MINN. STAT.  
242 §609.66, Subdivision 1a, §609.67, or §624.713 on the property, its lands, or common area.  
243

244 The following notice is required by MINN. STAT. §504B.305. A seizure under §609.5317, Subd. 1, for which there  
245 is not a defense under §609.5317, Subd. 3, constitutes unlawful detention by Tenant.  
246

247 **32. LEAD PAINT WARNING AND DISCLOSURE. HOUSING BUILT PRIOR TO 1978.**  
248

249 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health  
250 hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.  
251 Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based  
252 paint hazards in the dwelling. Lessees must also receive a federally-approved pamphlet on lead poisoning  
253 prevention.  
254

255 **A. Hazards Disclosed.** Landlord knows of the following lead-based paint or lead-based paint hazards on the  
256 Premises (If none, state "none.") \_\_\_\_\_  
257 \_\_\_\_\_  
258 \_\_\_\_\_

259  
260 **B. Reports Disclosed.** Landlord has provided Tenant with the following, which are all records and reports  
261 available to Landlord pertaining to lead-based paint or lead-based paint hazards on the Premises. (If no such records  
262 or reports are available to Landlord, state "none.") \_\_\_\_\_  
263 \_\_\_\_\_  
264 \_\_\_\_\_

265  
266 **C. Tenant's Acknowledgment.** Tenant has received the records or reports noted in paragraph B., above and a  
267 copy of the pamphlet, *Protect Your Family from Lead in Your Home*, EPA publication EPA747-K-94-001.  
268

269 Tenants' initials \_\_\_\_\_  
270

271 **D. Agent's Acknowledgment.** Agent has informed Landlord of Landlord's obligations under 42 U.S.C. 4852(d)



339 year that energy assistance (financial help from the government) may be available to pay for the gas, fuel oil,  
340 or electric bill. This notice shall include the toll-free telephone number of the agency which administers the  
341 energy assistance program.  
342

343  
344 **36. ADDITIONAL TERMS.**  
345

346 \_\_\_\_\_  
347 \_\_\_\_\_  
348 \_\_\_\_\_  
349 \_\_\_\_\_  
350 \_\_\_\_\_  
351 \_\_\_\_\_  
352 \_\_\_\_\_  
353 \_\_\_\_\_  
354 \_\_\_\_\_  
355 \_\_\_\_\_  
356 \_\_\_\_\_  
357 \_\_\_\_\_  
358 \_\_\_\_\_  
359 \_\_\_\_\_  
360 \_\_\_\_\_  
361 \_\_\_\_\_  
362 \_\_\_\_\_  
363 \_\_\_\_\_

**Landlord and Tenant agree to the terms of this Lease.**

LANDLORD

TENANTS

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_

**RECEIPT BY TENANT(S)**

I have received a signed original or copy of this Lease.

TENANTS:

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

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

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

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

FIRST INSPECTION (MOVING IN) OF [ADDRESS]: \_\_\_\_\_

		Condition (Check if OK)	Comments
<b>LIVING ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>DINING ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>KITCHEN</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
	<b>ENTRY</b>	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
<b>BEDROOM #1</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>BEDROOM #2</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
<b>BEDROOM #3</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>BATHROOM #1</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>BATHROOM #2</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>FAMILY ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>LAUNDRY ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
<b>SMOKE DETECTOR</b>			

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD:

TENANTS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

LAST INSPECTION (MOVING OUT) OF [ADDRESS]: \_\_\_\_\_

		Condition (Check if OK)	Comments
<b>LIVING ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>DINING ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>KITCHEN</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Refrigerator		
	Stove		
	Sink		
	Misc.		
	<b>ENTRY</b>	Floor	
Ceiling			
Walls			
Doors			
Woodwork			
Light Fixtures			
Windows and Screens			
Drapes or Curtains			
Misc.			
<b>BEDROOM #1</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>BEDROOM #2</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		

		Condition (Check if OK)	Comments
<b>BEDROOM #3</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>BATHROOM #1</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>BATHROOM #2</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>FAMILY ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
<b>LAUNDRY ROOM</b>	Floor		
	Ceiling		
	Walls		
	Doors		
	Woodwork		
	Light Fixtures		
	Windows and Screens		
	Drapes or Curtains		
	Misc.		
	Washer		
	Dryer		
<b>SMOKE DETECTOR</b>			

We have inspected the Premises and have found it to be in the condition noted above.

LANDLORD:

TENANTS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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



# APPENDIX: TABLE OF CITATIONS

## BEFORE RENTING AN APARTMENT

Check for Code Violations .....	<i>Minn. Stat. § 504B.195</i>
Determine Rental Costs .....	<i>Minn. Stat. § 504B.215</i>
Identify Owner .....	<i>Minn. Stat. § 504B.181</i>
Security Deposit .....	<i>Minn. Stat. § 504B.178</i>
Prelease Deposits .....	<i>Minn. Stat. § 504B.175</i>
Application Fees .....	<i>Minn. Stat. § 504B.173</i>
Identify Owner .....	<i>Minn. Stat. § 504B.181</i>

<b>DISCRIMINATION</b> .....	<i>Minn. Stat. § 363.03</i>
	<i>Minn. Stat. § 504B.315</i>
	<i>Minn. Stat. Ch.363A</i>
	<i>42USC 3601 et seq.</i>

## TENANT SCREENING BUSINESSES

You Have A Right To A Copy of Your Tenant Screening Report .....	<i>Minn. Stat. § 504B.241</i>
---	-------------------------------

<b>RENTING AN APARTMENT — THE LEASE</b> .....	<i>Minn. Stat. § 504B.111</i>
	<i>Minn. Stat. § 504B.115</i>
Fixed Term Lease .....	<i>Minn. Stat. § 504B.145</i>
Periodic Lease .....	<i>Minn. Stat. § 504B.135</i>
Lease Terms .....	<i>Minn. Stat. § 504B.111</i>
	<i>Minn. Stat. § 504B.171</i>
	<i>Minn. Stat. § 504B.211</i>

## TENANT RIGHTS AND RESPONSIBILITIES

Tenant Rights .....	<i>Minn. Stat. § 504B.16</i>
	<i>Minn. Stat. § 504B.185</i>
	<i>Minn. Stat. § 504B.395</i>
	<i>Minn. Stat. § 504B.211</i>
	<i>Minn. Stat. § 216C.27</i>
	<i>Minn. Stat. § 504B.181</i>
	<i>Minn. Stat. § 504B.285</i>
	<i>Minn. Stat. § 504B.225</i>
	<i>Minn. Stat. § 504B.178</i>
	<i>Minn. Stat. § 504B.271</i>
	<i>Minn. Stat. § 290A.19</i>

Tenant Responsibilities	<i>Minn. Stat. § 504B.241</i>
Right To Privacy	<i>Minn. Stat. § 504B.171</i>
Renters' Tax Credit	<i>Minn. Stat. § 504B.211</i>
	<i>Minn. Stat. § 290A.19</i>

<b>MAINTENANCE AND REPAIR PROBLEMS</b>	<i>Minn. Stat. § 504B.161</i>
Emergency Repairs	<i>Minn. Stat. § 504B.381</i>
Inspections	<i>Minn. Stat. § 504B.185</i>
	<i>Minn. Stat. § 504B.195</i>
Sue For Rent Abatement	<i>Minn. Stat. § 504B.161</i>
	<i>Fritz v. Warthan, 293 Minn. 54, 213 N.W. 2d 339 (1973)</i>

Rent Escrow	<i>Minn. Stat. § 504B.385</i>
-------------	-------------------------------

What The Court Can Do	<i>Minn. Stat. § 504B.441</i>
	<i>Minn. Stat. § 504B.425</i>
	<i>Minn. Stat. § 504B.385</i>

Minnesota Tenants Remedies Act	<i>Minn. Stat. §§ 504B.395 - 504B.471</i>
--------------------------------	---

Rent Withholding	<i>Minn. Stat. §§ 504B.161</i>
	<i>Fritz v. Warthan, 293 Minn. 54, 213 N.W. 2d 339 (1973)</i>

<b>CONDEMNATION</b>	<i>Minn. Stat. § 504B.204</i>
	<i>Minn. Stat. § 504B.178</i>
	<i>42 U.S.C. § 4624</i>
	<i>42 U.S.C. § 4622</i>

<b>LEAD POISONING</b>	<i>24 C.F.R. § 35.86</i>
	<i>24 C.F.R. § 35.88</i>
	<i>24 C.F.R. § 35.92</i>

Health Inspections	<i>Minn. Rules § 144.9504</i>
--------------------	-------------------------------

<b>RETALIATION</b>	<i>Minn. Stat. § 504B.285</i>
--------------------	-------------------------------

**CHANGING OR ENDING THE LEASE AGREEMENT**

Fixed Term Leases	<i>Minn. Stat. § 504B.145</i>
Periodic Leases	<i>Minn. Stat. § 504B.135</i>
Cold Weather	<i>Minn. Stat. § 504B.155</i>
Acceptance Of Rental Payments	
	<i>Pappas v. Stark, 1123 Minn. 81, 83, 142 N.W. 1042, 1047 (1913)</i>

Rent Increases	
Periodic Leases	<i>Minn. Stat. § 504B.135</i>

	<i>Minn. Stat. § 504B.285</i>
	<i>Minn. Stat. § 363.03</i>
Condominium Conversion . . . . .	<i>Minn. Stat. § 515A.4-10</i>

**EVICTIION — FORCING THE TENANT TO MOVE**

Utility Shut-Offs . . . . .	<i>Minn. Stat. § 504B.315</i>
	<i>Minn. Stat. § 504B.225</i>
	<i>Minn. Stat. § 504B.215</i>
Lockouts . . . . .	<i>Minn. Stat. § 504B.225</i>
	<i>Minn. Stat. § 504B.375</i>
	<i>Minn. Stat. § 504B.231</i>
The Only Legal Way to Evict -- Unlawful Detainer	
Court Cases . . . . .	<i>Minn. Stat. § 504B.345</i>
The Unlawful Detainer Hearing . . . . .	<i>Minn. Stat. § 504B.321</i>
	<i>Minn. Stat. § 504B.245</i>
	<i>Minn. Stat. § 504B.371</i>
	<i>Minn. Stat. § 504B.365</i>
The Writ of recovery . . . . .	<i>Minn. Stat. § 504B.365</i>
Storing The Property . . . . .	<i>Minn. Stat. § 504B.365</i>
	<i>Minn. Stat. § 504B.271</i>
Landlord Seizure of Personal Belongings and Property Left Behind . . . . .	<i>Minn. Stat. § 504B.271</i>

**COMMON DEFENSES TO UNLAWFUL DETAINER COURT CASES**

Delivery of Eviction Court Papers . . . . .	<i>Minn. Stat. § 504B.331</i>
	<i>Minn. R. Civ. P. 4.02</i>
Landlord Notices and Registration . . . . .	<i>Minn. Stat. 504B.181</i>
	<i>Minn. Stat. § 333.06</i>
Nonpayment of Rent Cases	
	<i>Thomas Peebles &amp; Co., Sherman</i> , 148 Minn. 282, 181 N.W. 715 (1921)
	<i>Fritz v. Warthen</i> , 298 Minn. 54, 213 N.W.2d 339 (1973)
Increased Rent Cases . . . . .	<i>Minn. Stat. § 504B.135</i>
Notice to Move Out Cases . . . . .	<i>Minn. Stat. § 504B.285</i>
Breach of Lease Cases . . . . .	<i>Minn. Stat. § 504B.171</i>
	<i>Bauer v. Knoble</i> , 51 Minn. 358, 53 N.W.2d 805 (1982)
	42 U.S.C. § 3604(f)(3)
	24 C.F.R. Part 100
Cases Including Claims for Nonpayment of Rent and Breach of the Lease . . . . .	<i>Minn. Stat. § 504B.285</i>

**MOVING OUT**

Notice . . . . .	<i>Minn. Stat. § 504B.135</i>
	<i>Minn. Stat. § 504B.155</i>

Condition of Property ..... *Minn. Stat. § 504B.178*  
Security Deposits ..... *Minn. Stat. § 504B.178*  
**MANUFACTURED HOME PARKS** ..... *Minn. Stat. Ch. 327C*

Published By  
Minnesota Legal Services Coalition  
Midtown Commons Building  
2324 University Avenue West, Suite 101B  
St. Paul, MN 55114  
[www.mnlegalservices.org](http://www.mnlegalservices.org)