

TENANTS' RIGHTS IN MINNESOTA



**Thirteenth Edition
December 2010**

This booklet is 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 talked about in this booklet change often. So, be sure to check for changes. This booklet gives general rules. They may or may not apply to your situation.

If you are low-income, you can get a copy of this booklet from your legal services office. Others can purchase the booklet for \$7.00 plus applicable 6.875% Minnesota and .5% St. Paul sales tax (covers postage and handling). Write to

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. 6911

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

Fact Sheets on different legal subjects are also available online at the website listed above or from the Community Legal Education Program at the Legal Aid Society of Minneapolis. Please call 651-228-9105, ext. 6915 for a list.

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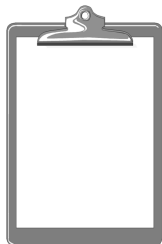
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BEFORE RENTING AN APARTMENT



INSPECT

When you are looking for an apartment, ask to see the apartment you will live in. Do not let the landlord show you one “just like it.” Inspect the apartment very carefully. Look for damage and other problems. Check the plumbing, lights, appliances, heating, electrical system, locks, and windows. Turn on the faucets, flush the toilets, open the windows, and turn on the lights. It is a good idea to write it all down, especially if you think you will apply.

Talk to tenants who lived there before or other people in the same building. Ask if they have complaints about the building or management.

CHECK FOR CODE VIOLATIONS

If you are interested in the apartment, check for records of any violations of state law or local housing codes at that address. You can do this by calling the city, the health department or checking on the internet. See if there is anything you should know about the property. If you think there might be problems with the apartment when you inspect it, it is really important to do this. These agencies can tell you if anything was wrong with the apartment when it was last inspected, and what has been done to fix the problems.

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

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.

Landlords have to let you know about outstanding condemnation and inspection orders if a citation has been issued. Outstanding order means that the landlord has been ordered to fix problems, but the deadline has not passed or the work has not been done. The landlord has to let you know about these **before** you sign a lease or pay rent or a security deposit. A landlord has to give new tenants a copy of outstanding orders if

1. A citation was issued for problems that threaten the health or safety of the tenant. This includes problems in the apartment and common areas in the building.

2. An outstanding condemnation order and declaration says that the building or apartment is "unfit for human habitation."

A landlord also has to post a notice that lists all other inspection orders about things that do not threaten the health or safety of a tenant **but a citation has been issued**. The notice should be posted somewhere easy to see.

LIST DAMAGE

If you still want to rent the apartment after inspecting it is a good idea to have a list of damages. If you made a list when you inspected, ask the landlord to sign it. If you didn't make a list then, do it now and have the landlord sign it. **Keep a copy** for your records. The list will help later if you need to ask for repairs or show that the damage to the apartment is not your fault. A sample checklist appears at the end of this booklet.

FIGURE OUT YOUR 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. You can also find out the cost of utilities by getting in touch with previous tenants. There may be charges for trash collection or other services.

If an apartment has a utility meter (gas, water, electric etc) that measures utility use for more than just that apartment it is called a shared utility. In this case, the utility bill **must** be in the name of the landlord. There is an exception for electricity bills only. Depending on the electric company that provides the service, the bill can be in the tenant's name if the usage outside the rented apartment is small (for example, one hallway light).



With a shared utility a landlord can divide the utility bill between the tenants who share the same meter. The way that the landlord splits the bill and how often you will be billed has to be written out in the lease. The landlord has to give you copies of utility bills for the building for the last 2 years.

If a new landlord took over the building less than 2 years ago, you can only get copies of utility bills from the time the new landlord took over.

MAKE SURE YOUR APARTMENT IS NOT IN FORECLOSURE

Before you sign a lease, the landlord must tell you if the property is in foreclosure. If the property is in foreclosure, you have the right to stay there even if the lease goes beyond the end of the foreclosure period. There is one exception: if the new

owner will live there. In that case, you must get a 90-day notice to leave. Make sure you have all the information you need before you sign any lease.

APPLICATION FEES

You may have to pay an application fee (also called a screening fee.) This money covers the cost of checking your references, credit, and criminal history. The landlord must screen tenants one at a time and can only take one application fee at a time. For example, the landlord can't take several fees at once from different applicants.

Ask the landlord what happens to this money if you do not rent the apartment. Find out if you will get it back. A non-refundable fee is money that you will **not** get back. It should be a "reasonable" amount. A landlord has to give the money back if they never use it to do a background screening on you. **Get a receipt** when you pay an application fee.

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

- 1) what kinds of things will automatically disqualify you as a tenant and
- 2) the name, address and telephone number of the tenant screening company they will use to check your background.

Make sure you are completely honest on the application. If you lie or leave out important information, the landlord can sue you and get money from you.

PRE-LEASE DEPOSIT

Some landlords ask you to put money down if you are interested in an apartment. This is called a "deposit-to-hold" or pre-lease deposit. It is different from a security deposit because you pay it at the time you apply for the apartment. This is **before** the landlord does a background check and agrees to rent the apartment to you. **This is not an application fee.**



A landlord cannot charge you a pre-lease deposit without a written agreement. The agreement might be part of the application. Read everything carefully before you sign it. The agreement will have the rules about you getting the money back or not. If a landlord does not rent the apartment to you, they **have to** return your pre-lease deposit. If the landlord does rent the apartment to you, the pre-lease deposit has to be put toward the security deposit or the rent. But, if the landlord says you can rent the apartment and you turn it down, the landlord is allowed to keep the pre-lease deposit money. It all depends on what your written agreement says. **Read the agreement before you sign it.**

SECURITY DEPOSIT

Always ask if you have to pay a security deposit. If you do, find out how much it will be and what it covers. When you pay it, **get a receipt**. Make sure that the receipt is clearly marked "damage deposit" or "security deposit."

IDENTIFY OWNER

It is important to know who your landlord will be and who the owner of the building is. You should also know how to contact the landlord or owner.

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 orientation
- disability
- age (in St. Paul only)
- the fact that you have children (with some exceptions)
- the fact that you get public assistance or a rent subsidy.

It is illegal discrimination for a landlord to turn down your application, cut services, raise rent, or evict you for any of these reasons.

If you have a disability that affects your housing needs, you may have the right to a "reasonable accommodation." Reasonable accommodations are changes that make it possible for you to get into, keep or use the housing. Reasonable accommodations can be things like

- Asking for extra time to avoid eviction and get services to help you follow the rules of the lease. For example, housekeeping services to clean an apartment, a social worker to help fix arguments with the landlord or other tenants, or medical services to prescribe medication which could help you better follow the rules of the lease.
- Asking for permission to keep a seeing eye dog or another animal that you need in the home because of your disability. You will probably need letters or other proof from a doctor or other professional who knows your disability. This can be approved even if there is a "no pets" policy.

- A reserved parking spot close to the apartment door if you have trouble walking. You can ask for a reserved spot even if parking is usually on a first come, first served basis and there are other spots in the lot with “handicapped parking” signs.

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

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

- 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 (1-800-657-3704, TTY: 612-296-1283)

TENANT SCREENING

Landlords often use tenant screening companies to find out about a tenant before renting to them. Screening companies report information like rental history, unlawful detainers (evictions), credit history, and criminal records. State and federal laws control these companies. **You may have the right to sue the tenant screening company if it does not follow the law.** Contact a lawyer or your local legal services office if you are having problems with a tenant screening company.



TENANT SCREENING REPORT

You have a right to a copy of your tenant screening report. A tenant screening company has to give you a copy of your tenant screening report when you ask for it. The tenant screening company may make you pay for a copy of the report, but they cannot charge you more than \$9. **If you have been turned down for housing in the past 30 days because of information in the report, your copy of the report is free.**

It is a good idea to see the written information a tenant screening company may have about you. If the tenant screening information is bad, it could make it hard to find a landlord to rent to you.

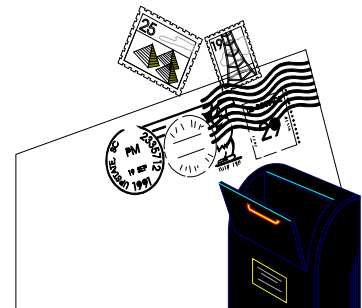
A tenant screening report must be correct. Sometimes they have wrong information about a tenant. This may happen for many reasons. The most common reason is that a tenant may have a common name (for example, George Jones). In this case, information about other people with similar names might show up on your tenant screening report. A report may also be wrong because it gives information that came from unreliable sources. Tenant screening reports have to list a date of birth and the full name of the tenant if available. This helps cut down on the number of mistakes.

You have a right to challenge any information in your screening report. If you think your screening report has things that are wrong, the tenant screening company has to investigate your claims. If their investigation shows that the information is wrong, or if the information cannot be reconfirmed, the tenant screening company must correct or erase it. You also have the right to explain things in the report and why you disagree with them.

WHAT IF I WAS TURNED DOWN BECAUSE OF A TENANT SCREENING REPORT?

If the landlord charged you an application fee, they have to give you the name, address and telephone number of the tenant screening company they use. If you are turned down because of your tenant screening report you should check what is on it.

- Go to or write the tenant screening company and ask for a written copy of the report. Remember, if you ask within 30 days of being turned down for housing, the copy is free. Otherwise, you must pay for a copy of the report.
- You have to show identification when you ask for a copy of your tenant screening report. If you are sending your request by mail, make sure you send a copy of your ID card or license with your letter.
- The tenant screening company must act promptly when you ask for a copy of your report. 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 5 business days**.

You can also ask for a “phone disclosure.” This means they will read your report to you on the phone. To ask for a telephone disclosure, send a written request, along with a copy of your ID. Your request should state a day that you will call, and that you want the report read to you that day. If you ask for phone disclosure, the tenant screening company has to read the report to you by phone on the day you stated in your written request. Remember, phone disclosure does not protect your rights to get a free written copy of the report. You should get a written copy of the report.

- Read the tenant screening report carefully. Look for information that might be wrong. The report must show all information the company has about you in its files, plus where the information came from.
- If the report has wrong information, ask the tenant screening company to investigate it. It is best to ask for this in writing. Keep a copy of your letter for yourself.
- The tenant screening company must investigate any information that you say is wrong. The investigation may show that the information is wrong or cannot be confirmed. If that happens, the tenant screening company must delete that information from the report.
- Ask the tenant screening company to send a notice to everyone who got a copy of your report in the past 6 months. The notice should tell them that the information is wrong and has been taken off your report. The tenant screening company will not send this notice unless you ask them to. It is important that you do this.
- You have the right to tell "your side of the story" on all information listed in your report that cannot be taken off of the report. It is a good idea to do this so that you can explain why bad rental information is in your report.

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



For example

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

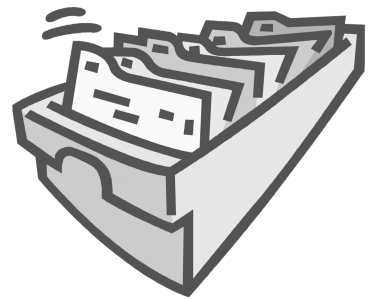
REPORTS OF EVICTION COURT CASES

If an eviction hearing has already happened, the tenant screening company must put in the report what happened at that hearing. The court reports the decisions in eviction cases (also known as unlawful detainers) by using codes. These codes tell if 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 were not made or if there was a settlement between the landlord and tenant.

For eviction court cases filed against you, the tenant screening company must give the outcome of the case in the report. But this is only if the outcome of the case is available when the tenant screening report is asked for. Because of this, some reports may not list all the information. If this happens to you, tell the landlord and the tenant screening company what happened at the court hearing, who won and why. Send a written explanation to the tenant screening company and ask that it be put in your report.

EXPUNGING OR SEALING EVICTION COURT RECORDS

“Expungement” means sealing the public record of a court action. If your eviction is expunged, then someone searching court files cannot 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 you only have a chance if you won the eviction case or can prove that the landlord brought a bad case against you.



There are only certain times 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 outweigh “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 stay on your record.

Every case is different, but here are some kinds of cases that might get expunged. Do not ask for an expungement unless

- you won the case
- you settled the case with an agreement, and the landlord agreed that he or she did not have a good case

- 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 or
- your landlord's property was in foreclosure and you moved out before the date you had to **or** you never got any notice that you had to move out because of the foreclosure.



You need to ask the court in writing to expunge your record. You may have to go to court to explain why you think you should be able to expunge. Your written request is called a “motion.” Most courts have forms for making “motions” which you could use. There will be a fee for making an expungement motion. You can ask the court clerks how to make the motion for free. Contact an attorney or legal services office for help with your expungement. A list of legal services offices can be found in the back of this booklet.

If the court expunges your records, 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 in the back of this booklet. You may also be able to get a list of tenant screening agencies from court clerks.

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 verbal. A lease has to be in writing if the rental period is for more than 1 year. Some landlords of smaller buildings like to have only a verbal agreement with a tenant. This is legal but it is in your best interest to have a written lease. If the apartment is in a building with 12 or more units, the landlord **must** use a written lease.

When you have a written lease, the landlord has to give you a copy of the lease. If a landlord refuses to give you a copy of the written lease, the landlord might be 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 2 types of leases, **fixed term leases** and **periodic leases**. The type of lease you have may affect your legal rights as a tenant.