

RETALIATION

You have the right to ask for repairs, call an inspector, bring a Rent Escrow case, and demand that your landlord respect your right to privacy. These things, among others, are your legal rights as a tenant in Minnesota. Your landlord may not retaliate (get back at you or get revenge) against you by raising your rent, asking you to move out, or decreasing your services because you stood up for your legal rights as a tenant. You must still pay your rent on time.

The Court will raise questions about whether the landlord is retaliating against you if an eviction case or notice to move comes within 90 days of any act in which you exercise your legal rights as a tenant. You must tell the judge about what you did to exercise your rights. If it is within the 90 days, the judge will assume the landlord is retaliating **unless** they can show a good reason for eviction. The judge will deny the eviction if the landlord cannot show a good reason for it. After 90 days you will have to prove that the landlord is trying to get back at you if you go to court.

Ask the court to start counting the 90 day period from the time your landlord has done everything the judge ordered, like doing all repairs, You can defend against eviction if you can show that your landlord is retaliating against you illegally.

If the landlord tries to evict you for not paying your rent, 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. It depends if you have a Fixed Term Lease or a Periodic Lease (see page 10 for definitions of these terms). If both you and your landlord agree to change or end the lease, that should be enough to make the change or end the tenancy. This is true for a verbal or written lease, a fixed term lease or a periodic lease. It could be different, though, if you are on Section 8.

Be sure to get the agreement in writing. If you do not 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 whole period of the lease unless the landlord is able to re-rent the apartment to another tenant. The landlord has no duty to try to find someone to replace you.

There is no automatic right to break a lease. Tenants who are victims of domestic violence (see the section below) and families of tenants who die during the tenancy may be able to end a lease early without an agreement from the landlord. Otherwise, there is no automatic way to break a lease. Landlords do not need to let you out of the lease if you lose your job. They also do not need to let you out of the lease if you are buying a house or if your job transfers you out of State. If you might buy a house or be transferred for work then you should include language in your lease that lets you break the lease for these reasons.

DOMESTIC VIOLENCE VICTIMS' RIGHT TO BREAK THE LEASE

You can legally break your lease if you have been a victim of domestic violence and you do 2 things:

1. Give the landlord
 - A copy of an Order for Protection or a No-Contact Order and
 - A letter stating
 - that you fear imminent abuse from the person named in the order
 - that you need to end the tenancy and
 - the date you will leave.

A sample letter is at the end of this booklet on page 63.

2. Pay the rent for the month you move out and pay one additional month's rent.

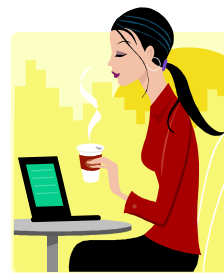
You **do not** have to give your landlord any details about the abuse and your landlord does not have the right to block your moving. The law does not say how much notice you have to give, but you should give as much notice as possible.

Even if you do not do all of these things, you can still move and your landlord cannot force you to stay, but you still might owe rent to your landlord until the landlord rents to a new tenant.

ENDING FIXED TERM LEASES

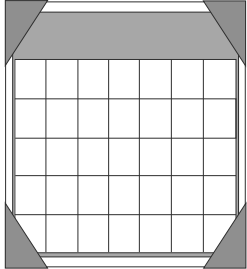
Generally, a lease for a fixed period of time cannot be changed or ended until the ending date specified in the lease **unless you and your landlord agree otherwise.**

Read your lease. Usually, no notice is needed to end the fixed term lease if you want to end it on the date given in the lease. But some fixed term leases let you or the landlord end the lease by giving 30 or 60 days notice.



Some fixed term leases have an "automatic renewal clause." This means that if you do not say anything to the landlord, your lease will be renewed automatically (see page 10). Renewal clauses are only legal 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 you would have to give notice of your plans to move. The letter must state that the lease will be renewed unless you send a letter saying that you do not want to renew and will move.



ENDING PERIODIC LEASES

To change or end a periodic lease, like a month-to-month rental, **either you or your landlord must give proper written notice.** The notice must be given by 11:59 p.m. 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.

For example, let's say you are renting month-to-month with rent due on the first of the month. You want to move out by February 1. You have to give your landlord written notice of intent to move before 11:59 p.m., 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 responsible for an extra month of rent even though you moved out before the next month began.

If your landlord wants you to move but does not give you proper notice, you can stay in your apartment (if you pay the rent) until your landlord gives you another notice which is proper.

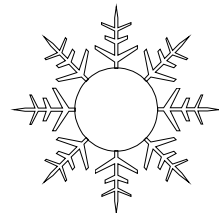
Remember, a lease is a binding agreement!

Do not break it without carefully thinking about your choices in advance. If you must break a lease, the best ways to get out of it are

- Reach an agreement with your landlord (some areas have local mediation services that can help)
- Ask if your landlord is willing to find a new tenant

COLD WEATHER

When you move out of an apartment, always tell the landlord that you moved, even if you do not give "proper" notice. Tenants have to give landlords at least 3 days notice before moving any time between **November 15 and April 15.** Tenants who do not give this 3 day notice may be found guilty of a criminal misdemeanor. The reason for this law is that plumbing may be damaged by freezing if the apartment is empty and unheated.



SURRENDER AND ACCEPTANCE

Some leases are broken by what is called "surrender and acceptance." This may happen in at least 2 ways

1) if you gave back your key to the landlord and he took it without saying you still owe rent or

2) if the landlord rented the apartment to someone else without asking you. In these cases, a court might rule that the landlord has taken over responsibility for the apartment and released you from any further responsibility under the lease.

ACCEPTANCE OF RENTAL PAYMENTS

If the landlord takes rent money from you after the date you were told to move, the move out notice may be canceled by law. This would renew your lease. Talk to a lawyer before you assume that acceptance of rent has canceled the notice.



RENT INCREASES

If and when a landlord can raise your rent depends on the kind of lease you have.

Fixed Term Leases

With a fixed term lease, your rent will usually stay the same for the whole lease period. A written lease might say how and when rent increases happen, if at all. If there is nothing in the lease about rent increases, make it clear in writing when you sign the lease that no rent increases are to happen during the lease period.

Periodic Leases

If you have a periodic lease, like a month-to-month rental, your landlord may raise your rent by any amount, as often as they want. There is no rent control in Minnesota except in public or subsidized housing. But, there are things a landlord has to do before raising your rent.

You have to get proper notice before a rent increase takes effect. That means you must get written notice no later than 11:59 p.m. of the day before the next rental period begins. The rent increase does not take effect 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 February.

You can challenge a rent increase in 3 situations as follows

1. The landlord raised rent to retaliate against you for exercising your rights (see page 32)
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**. Also, if you think your rent went up because of discrimination, contact the Minnesota Human Rights Department or your local civil rights department to file a complaint.

Remember, if you do not pay the increased rent, the landlord may file an eviction case against you. **But 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 do not pay, you will be evicted.

PUBLIC AND SUBSIDIZED HOUSING

See page 52 for more information.

SALE OF THE BUILDING

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



CONDOMINIUM CONVERSION

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

- You must get a notice of conversion at least 120 days before you have to move. If your lease runs past the 120 days notice period, you have the right to stay until your lease ends.
- Households with at least 1 person who is either 62 years old or older, handicapped, or a minor child can demand an additional 60 days to move. You must give the written demand for extra time within **30 days** after getting the landlord's notice of conversion.

- You must get first option to buy your place. After the landlord mails the notice of conversion you have 60 days to buy your home before they can try to sell it to anyone else.

FORECLOSURES

Rental property can be foreclosed by mortgage lenders. If your apartment goes into foreclosure, occupants of the building will get a notice from the Sheriff called a Notice of Mortgage Foreclosure Sale. This notice tells you the date of the foreclosure sale.

Your landlord generally has 6 months from the date of the Sheriff's sale to try and buy back the building. This time period is called the "redemption period." You can live in your apartment during the redemption period but rent is still due. If your lease is scheduled to end or the landlord (not the bank) gives you notice to move during this time, you may have to move. Your landlord must still pay the utility bills if the lease requires it.

In most cases, tenants can stay in foreclosed rental property at least 90 days after the end of the redemption period. Tenants are entitled to a 90-day written notice to end their tenancy and the notice cannot be given sooner than the end of the redemption period.

If you have a lease from your landlord that expires later than 90 days after the end of the redemption period, you can stay in your apartment until the end of your lease. The bank must *still* give you a 90-day notice to end the lease and tenancy on that date.

You must pay rent and abide by the terms of your lease in order to stay.

If someone buys your apartment building or home in order to use it as their personal residence, they can make you leave earlier. However, they must still give you a 90-day notice.

If the bank did not send you a 90-day notice, but tried to evict you anyway, you can get the record of the eviction against you expunged from court records. This right applies to evictions involving foreclosures.



SUBLETTING

"Subletting" means that you lease your home to another person. You have the right to sublet, unless your lease says you cannot. When you sublet a home **you** are still responsible for the things in the lease, even though you are renting it to someone else. If you think you might need to sublet later, read the

lease carefully before renting to make sure subletting is allowed. Many leases do not let you sublet but some let you if you get permission from the landlord.

EVICTION — FORCING THE TENANT TO MOVE

UNLIVABLE APARTMENTS

Sometimes a home will have so many serious repair problems that you decide that you 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 home. 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 done.



Warning!

A constructive eviction only exists if the landlord has not provided essential repairs or services. Constructive eviction usually only applies to very serious conditions that make the rental unit **unlivable**, such as when there is no heat or water in the rental unit. If you do not want to move, see pages 22 - 27 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.