



LEAD POISONING

Lead poisoning can cause serious health problems.

You or members of your family can be poisoned from lead in

- 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.

There is a federal 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 6 years of age lives or is going to live 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 an apartment you want to rent, **the landlord must**

- give you a pamphlet about lead hazards. The pamphlet must be approved by the Environmental Protection Agency.
- 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.

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 given to you about lead-based paint or lead-based paint hazards in the housing
- a statement that you got the pamphlet about lead hazards, the landlord’s disclosures, and a list of reports and records
- special acknowledgments by the leasing agent (if there is one)
- signatures of the landlord, leasing agent and you.

A sample “Disclosure of Information on Lead-based Paint and/or Lead-based Paint Hazards” is on page 58.

If the landlord fails to follow this 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, homes in the inner city, and uncovered soil exposed to automobile fumes. Children and pregnant women are the most at risk from lead. Lead can get into a child's bloodstream if they breathe the dust from paint or soil for a fairly short period of time, or eat even a small amount of paint chips or leaded soil.

SCREENING

All children should be screened regularly for lead as part of their regular doctor check ups. A simple blood test can show lead levels in blood. Screening should be done as follows

- Children under 24 months old– every 6 months
- Children aged 2-6 years old– once a year
- Pregnant women– regularly throughout the pregnancy
- All children– right away if the home has dusty window sills or if paint is peeling in the window sills, on railings, from the ceilings, or on the walls, floors or woodwork.

If you get Medical Assistance, the cost of screening should be covered under the EPSDT program.

HEALTH INSPECTIONS

The state or local health department has to inspect so they can find the source of the lead whenever a child under 6 or a pregnant woman has high levels of lead in their blood. They will inspect your home and all common areas of the apartment building. They will also inspect any other place where the child spends a lot of time. The Health Department must inspect within 5 days after it is told about 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 2 to 4 weeks). **This is always the landlord's responsibility, not the tenant's.** A person from the health department should tell you if you should move during the clean up. They can also 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 the clean up, you can cancel your lease. **If you move, the landlord has to give back your security deposit within 5 days plus any rent you paid in advance.** You also have the right to move out just for a while. The landlord has to let you move back in when the clean up is done. You do not have to pay rent for the time you are out of the building. If you need money to move or for temporary housing, ask the health department if you can get help.

MOVING BACK IN

Before moving back into your apartment, make sure the health inspector has come again and checked it. Also make sure that the landlord carefully cleaned up after the work was done.

Do not move back in until the landlord has cleaned up 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 22 - 27 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 1 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

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.