

## WHAT THE COURT CAN DO

- Order the landlord to make repairs.
- Let you make the repairs and deduct the cost from your rent.
- Reduce your rent until the repairs are done.
- Order the landlord to pay back some or all of the rent you paid when the repairs weren't made.
- Order someone else to manage the home and make the repairs.
- Fine the landlord.
- Release the rent to you or to the landlord.
- Order the landlord to follow your lease.
- Order the landlord to comply with state privacy laws.
- Order the landlord to pay attorney's fees.

### 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. 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 the rest of the rent owed to the hearing plus the amount of the filing fee paid by the landlord. If your landlord does not tell you how much that amount is, you can call the court clerk.

Your landlord cannot retaliate against you (get back at you) for filing a Rent Escrow court case or any other case where you demand repairs. However, you must follow the terms of your lease, even when you pay rent into court.

## 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 lowered
- Order the landlord to follow your lease
- Order the landlord to obey state privacy laws
- Order immediate repairs in emergency cases that have to do with loss of utility service and other necessary services.
- Order the landlord to pay your attorney's fees.

### **EMERGENCY TENANTS REMEDIES ACT**

If you have an emergency such as no utilities or other necessary services because of the landlord, you can file an Emergency Tenants Remedies Action (ETRA). You do not need to wait 2 weeks for a repair letter to expire and you do not need to call the housing inspector. A tenant can ask the court for a repair order in emergency cases that have to do with the loss of

- 1) **running water**
- 2) **hot water**
- 3) **heat**
- 4) **electricity**
- 5) **toilet facilities**
- 6) **or other necessary services the landlord is responsible for providing.**

You have to try to notify the landlord 24 hours before going to court. You should call, and if you landlord is not there, leave a message with someone who will tell the landlord. If there is no way to leave a message, call several times at different times of the day. Make sure you write down when you called and what happened. The court can order the landlord to make the repair, or can order the same remedies that are available in a Rent Escrow Action or Tenants Remedies Action (see pages 22 - 23). You should contact a lawyer or your local legal services office for help.



### **BE VERY CAREFUL IF YOU DO NOT USE THE COURTS FOR HELP**

Rent Escrows, Minnesota Tenants Remedies Actions, and Emergency Tenants Remedies Actions are safe ways to use the courts to force your landlord to make repairs. There are other things that you may decide to do that are not always legally safe. These include withholding rent and “repair and deduct.”

## RENT WITHHOLDING

**Withholding your rent as a way to force your landlord to make repairs is legal, but is often a bad idea.** If you choose to do this, 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. **Do not spend your rent money or you may be evicted.** Talk to 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 have to pay the full amount of your withheld rent to the court **at the time of the hearing** (in cash or by certified check). If the court asks for payment of the withheld rent and you do not have it, 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 (excused) 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 lowered 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 full court costs 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.**

**Again - it is not a good idea to withhold rent to force your landlord to make repairs.** It is legally much safer to bring a Rent Escrow case or one of the other remedies described above.

## **REPAIR AND DEDUCT**

You do not have an automatic right to “repair and deduct” the cost of the repairs from the rent. If you make repairs yourself without your landlord’s written consent you could be stuck with the bill. You could also face an eviction hearing if you don’t pay your full amount of rent. Generally it is never a good idea to “repair and deduct.” There are some exceptions. The cities of St. Paul and Duluth have a "repair and deduct" law for heating problems. Duluth also has a “repair and deduct” law for water, electricity, gas, bathroom fixtures, deadbolt locks and smoke detectors. Minneapolis, St. Paul and Duluth have "pay and deduct" laws for use when the landlord doesn't pay the utility bills that are the landlord's responsibility. If your landlord agrees to make repairs or to take money off your rent because of the condition, **get that agreement in writing and signed by the landlord.**



## **SUE FOR RENT ABATEMENT**

Rent abatement is when you get rent money back for living in a place that was not in good repair and not up to local housing code. Rent abatements can be awarded as part of Rent Escrow, Minnesota Tenants Remedies Actions and Emergency Tenants Remedies Actions. If your landlord makes the repairs and you were not awarded rent abatement in any of the above court cases, you can bring a lawsuit in District Court or Conciliation

Court. There is a filing fee to start the court case, but the court can waive (excuse) the fee if you cannot afford it. Ask the court clerk for the papers to waive the fee.

You should ask the court for a refund of part of your rent refund for the time you lived there while the apartment was in disrepair. A lawsuit for rent abatement should be done after the repairs are made, so that you can tell the judge how long you lived there with repair problems. The judge can order your landlord to return part of the rent that you paid for the whole time that the repair problems lowered the value of your apartment.

For example, let's say you normally pay \$600 per month in rent but there are broken windows and a leaky toilet. You might ask for the money to fix the toilet plus a reduction of \$200 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 4 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.** Show 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."** The amount of money you are asking for has to make sense for the problem you had.

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.

Remember – Your landlord cannot retaliate against you for bringing a case to enforce your rights as a tenant.

## CONDEMNATION

A landlord cannot rent out a 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 2 types of condemnation. The most common is when the Department of Health or Housing Inspections finds **health and safety code violations** that put the tenants' safety in danger. 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 home is condemned, for whatever reason, **you must move by the date stated on the condemnation order.** The amount of time given to move depends on why the building was condemned. If you do not move by the deadline, 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 home.



If your home has been condemned for health or safety code violations you should call a lawyer or your local legal services office for help. In general you should know that

- You do not need to pay rent or a security deposit.
- You may be able to get Emergency Assistance to help cover moving costs. Tell the financial worker that you need an appointment immediately because your building has been condemned.
- Keep records of the conditions in your home. 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 **3 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. Give the landlord a mailing address when you move.
- Move out immediately because staying in a condemned apartment is illegal. You could be arrested and your children could be sent to child protection.

If your home has been condemned for a public purpose

- You can get relocation money to help cover your moving costs whenever the government condemns your building for a public purpose.
- The government must help you find suitable housing at about the same rent you had been paying.

If you have problems enforcing your rights or collecting damages, call a lawyer or your local legal services office for help.