

## **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. Your landlord must give you a receipt for the rent if you pay in cash.

If you pay with a money order, you still want to get a written receipt from the landlord. **But a money order stub is counted as proof that you paid your landlord if the stub is in the amount of the rent, has a date that is on or close to the date the rent was due, and is made payable to the landlord.** If your landlord shows that rent was not credited to a rent ledger, you may have to prove the money order was sent and received.

Be careful if it seems like the landlord does not want to give you a receipt. This may mean that other problems will come up in the future.

## **SHARING APARTMENTS**

Be careful when choosing roommates. You can be evicted if your roommate breaks the lease. You could also be financially responsible if your roommate doesn't pay his rent. If more than one person rents the house or apartment, each person is legally responsible for paying **the whole rent**. This means that if one roommate does not pay their share, someone else will have to cover it. If your roommate moves out, you will have to pay the whole rent or the landlord can evict you. But you can 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 this happens to you.

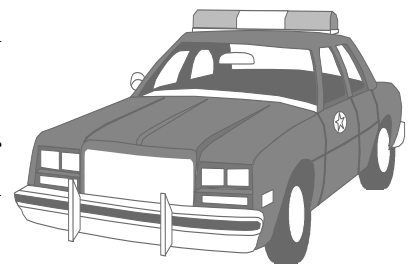
## **TENANT RIGHTS AND RESPONSIBILITIES**

### **TENANT RIGHTS**

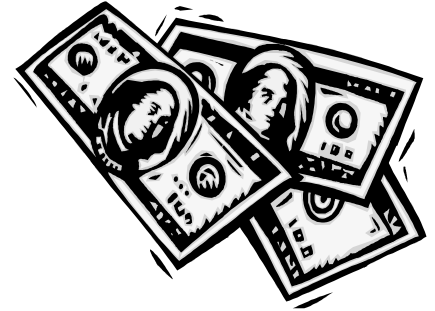
As a tenant in Minnesota, you have the following rights:

- Your landlord must follow the rules 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 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. You have the right to be left alone and free of harassment. The landlord cannot allow certain illegal activities on the property like 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 violates this rule, you can sue them.
- You have the right to call for the police or emergency help in response to domestic abuse or any other conduct. Your landlord cannot punish you for doing so. It is the law. You can sue your landlord if they violate this law.
- You have the right to privacy and the right to keep your landlord from entering your apartment without your permission. The landlord can only enter without permission if the lease says that they can, or if there is an emergency, or if the landlord has a reasonable business purpose to enter **and** tries to give you reasonable notice. **Remember, even if the lease says the landlord can enter your apartment without permission, they still have to try to give you reasonable notice.**
- Your landlord has to give you his or her name and address.
- Your landlord may not end your lease, raise your rent, or cut your services without proper written notice.
- Your landlord may not evict you or retaliate against you (get back at you) for complaining or standing up for your rights as a tenant.
- In Minneapolis and many other cities, a landlord has to have a rental license.
- 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 have the right to get your security deposit back, with interest, within 3 weeks (21 days) after you move and give your landlord your forwarding address. This is not true if the building has been condemned (see page 27). But, your landlord may keep a reasonable amount of the security deposit to pay for damages and unpaid rent. If the landlord does this they have to give you a written explanation within the 3 weeks. Your landlord cannot make you pay for normal wear and tear to the apartment.
- Your landlord may not hold your personal belongings for non-payment of rent.
- Your landlord must give you a certificate of rent paid (CPR) so that you can claim a state tax credit.
- Your landlord must tell you about outstanding inspection and condemnation orders for which a citation has been issued (see pages 21 and 28).
- 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, they have to give your money back within 7 days.
- If you are a victim of domestic violence and have a court Order for Protection or a No-Contact Order, you can break your lease (see page 33).



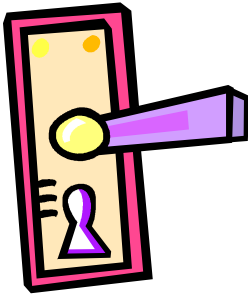
## TENANT RESPONSIBILITIES

You have the following responsibilities as a tenant

- If a landlord asks for references when you apply for an apartment, you have to give them.
- You have to pay the rent on time.
- You have to follow the rules of your lease (but you do not have to follow illegal things in your lease).



- You have to pay for any damages that are more than normal wear and tear to your apartment if you are responsible.
- You cannot disturb other tenants.
- you have to give proper written notice when you want to move out.
- You cannot allow certain illegal activities on the property, like 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 they have a **business reason** to enter **AND** they have given you **notice**. This rule does not count in an emergency.

You should not make it hard for the landlord to enter if they need to make repairs. It is a good idea to agree ahead of time when it is okay to enter. 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 things like

- showing the unit to a possible new tenant
- showing the unit to a possible buyer, insurance agent, or appraiser
- doing maintenance work
- letting a government official in for an inspection
- you are causing a disturbance within the unit
- the landlord has a reasonable belief that you are violating lease rules inside your apartment
- the landlord has a reasonable belief that someone is living in the apartment who should not be
- you have vacated the unit

Generally, if a landlord has given you notice they can enter your apartment for a reasonable business purpose. Remember, this rule does not count in an emergency.

Giving notice can be things like leaving you a message on an answering machine or a note on the door. The notice to enter has to make sense for the reason given.

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

**Only in special situations** can your landlord enter your apartment without prior notice. If the landlord has good reason to think certain things are going on they can enter your apartment without advance notice. These are things like:

- immediate entry is necessary to keep people or property from getting hurt because of maintenance, security or law enforcement conditions
- immediate entry is necessary to make sure a tenant is safe
- immediate entry is necessary because there are illegal things going on

If your landlord enters your unit when you are not there and has not given you notice about it, they have to leave you a written notice that they entered and why.

### **Enforcement**

You can enforce your right to privacy. If the landlord enters without giving you notice, you can sue the landlord. You can ask for lower rent, get your security deposit back 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 get out of your lease. Call a lawyer or your local legal services office if you need help with writing and filing a complaint to stand up for your right to privacy.

### **RENTERS' TAX CREDIT**

When you pay rent, some of that money is for property taxes for the building where you live. In Minnesota, some tenants can get part of this money back as a refund. The refund depends on your income and the amount of rent you paid that year. You can get this tax refund if you rent in a building where the landlord pays property taxes and if you are below a certain income.

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

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

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

You can file for a tax credit refund **any time before August 15** 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. If you still do not get your CRP, then take the following steps:

1. Write a letter to the landlord. Put in it the amount of rent you paid for the year and ask for your CRP. Keep a copy of your letter. If you have not received a response in two weeks or so, you may try the following
2. Call the Department of Revenue and ask them to fine your landlord 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 can find more information on their website at <http://www.taxes.state.mn.us>. You will need receipts or some other proof of how much rent you paid. If you do not have receipts, use your lease or mail you got at the address and other evidence to show you lived there so the state should assume the rent was paid.

You will get your refund in August or September, or 60 days after the Department of Revenue gets 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**

Your landlord has to keep up your home so that it is fit to live in and in good repair. There are also statewide electrical, energy efficiency, fire, and health codes. Some cities and towns have local housing maintenance codes which have detailed maintenance rules that the landlord must meet. If you do not know if your town has a maintenance code, call the local building inspector or the town clerk.



Common repair problems are things like

- 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, get evidence of it, like dead bugs/mice or droppings to show to the inspector or the court.