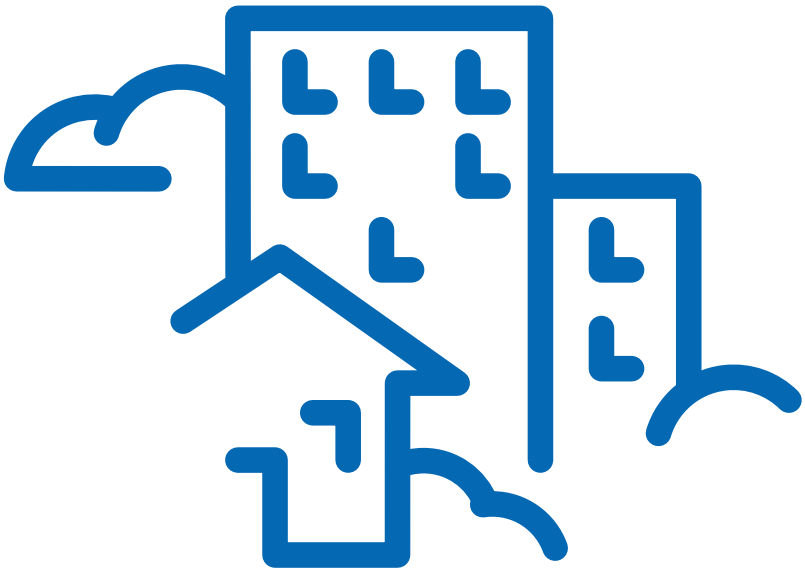
Landlords and Tenants: Rights and Responsibilities



From the Office of
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Landlords and Tenants: Rights and Responsibilities

The rights and duties of landlords and tenants in Minnesota are spelled out in federal law, state statutes, local ordinances, safety and housing codes, common law, contract law, and a number of court decisions. These responsibilities can vary from place to place around the state.

Certain rights and duties apply to landlords and tenants everywhere in Minnesota. This handbook attempts to explain those rights. This booklet should not be considered legal advice to use in resolving specific landlord-tenant problems or questions. It is a summary of the laws that govern the landlord-tenant relationship. References to statutes and case law examples appear at the back of the brochure. When references are provided, they are signaled or noted by a number at the end of the sentence. If a cite does not appear, the information is likely derived from common law or case law.

Tenants in federal housing and other forms of subsidized housing have additional rights under federal law not covered in this handbook. Those tenants should check their leases for information.

Minn. Statute § 504B.181, subd. 2(b) requires landlords to notify residential tenants that this handbook is available to them.

Landlords and Tenants: Rights and Responsibilities is written and published by the Minnesota Attorney General's Office as required by Minn. Stat. § 504B.275 (2008). This edition was published in May 2009 in St. Paul, Minnesota. This handbook is available through the Attorney General's website as well as in other formats upon request.

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Minnesota Attorney General's Office, 2009
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Entering into the Agreement

According to Minnesota law, when the owner of a house or apartment agrees to give to someone else - for money or labor - the temporary use of that place, the two have entered into a legally binding rental contract. It doesn't matter if the agreement is oral or in writing. It is an agreement to rent, and that means some of its most important terms are automatically defined by law. Some of these terms are fixed - that is, neither landlord nor tenant can change them. Other terms can be whatever the landlord and tenant want if both parties agree. The following pages describe what the law requires of both landlords and tenants in a typical rental agreement.

1. INSPECTING THE UNIT BEFORE SIGNING A LEASE

Prospective tenants should be allowed to see the rental unit before they pay any money. They should also be allowed to inspect the utilities, the appliances, the electrical system, the plumbing, heating, and lights. Landlords with single-metered residential buildings must provide prospective tenants with the total utility costs for the building for the most recent calendar year. Potential tenants may, if they choose, list the problems they discover, and may request the landlord sign the list before the potential tenants sign a lease. Landlords can refuse to cooperate (these are not "rights" legally enforceable in court), but cooperation is advised. To have a list of problems is in the best interest of both landlord and tenant, since it protects all parties if there is a disagreement about who is responsible for any repairs.

Some cities in Minnesota require landlords to get licenses for their apartments. In these cities, landlords who rent an unlicensed apartment may not be able to accept or keep rent. Prospective tenants and landlords should check with their local government authorities to determine if apartments need to be licensed.

2. REQUIRED MANAGEMENT BACKGROUND CHECK

The law requires landlords to do a background check on every manager employed, or applying to be employed, by the landlord. (1) A manager is anyone who is hired, or applying to be hired, by a landlord, and would have access to tenants' units when necessary. (2) Background checks are done by the Superintendent of the Minnesota Bureau of Criminal Apprehension (BCA) to find out if the manager has a criminal history. The following guidelines have been established by law for landlords to follow when hiring a manager.

If a person is convicted of first or second degree murder; first degree manslaughter; first, second or third degree assault; kidnapping; first, second, third or fourth degree criminal sexual conduct; first degree arson; harassment or stalking, (3) the person may never be hired as a residential manager and may be fired if the manager was hired pending the background check. (4)

If a person is convicted of third degree murder; second degree manslaughter; criminal vehicular homicide or injury; fourth or fifth degree assault; simple or aggravated robbery; false imprisonment; theft; burglary; terrorist threat; or non-felony harassment or stalking, (5) the person may not be hired as a manager unless it has been ten years since the conviction. (6)

The person also cannot be hired as a manager if there was a conviction for an attempt to commit one of these crimes, or a conviction for a crime in another state that would be a crime under Minnesota's background check law. (7)

All landlords must request background checks on all currently employed managers. (8) For a sample form, to obtain information regarding a background check, or to begin the background check process, owners and landlords can contact the Minnesota BCA, Criminal Justice Information System, 1430 Maryland Avenue East, St. Paul, MN 55106, or call (651) 793-2400. Landlords must pay a fee for each background check. (9)

3. SCREENING FEES AND PRE-LEASE FEES

Many landlords, particularly in urban areas, require prospective tenants to pay a screening fee. Some landlords do not. If required, the screening fee is used to cover the cost of checking the tenant's references. Prospective tenants should ask if a screening fee is required and, if so, the amount of the fee. Tenants should also ask if screening fees are refundable and request a receipt for payment. Landlords can't take screening fees from prospective tenants when there are no rental units available within a reasonable time. (10) The landlord must return to the prospective tenant any amount of the screening fee that is not used to perform a reference check or to obtain a tenant screening report. (11)

Landlords are also permitted to take pre-lease deposits. These deposits are required to be in writing and the document must completely explain when the money will be retained or returned. A landlord who violates this statute is liable for the amount of the deposit plus one-half that amount as a penalty. If the landlord and the prospective tenant enter into a rental agreement, the pre-lease deposit must be applied to the tenant's security deposit or rent. (12)

4. SECURITY DEPOSITS

Landlords have the right to require tenants to pay a security deposit (sometimes called a "damage deposit"). This is money paid by the tenant and held by the landlord to pay for any damage, beyond ordinary wear and tear, the tenant might do to the rental unit. It can be used to pay for any unpaid rent or any money the tenant owes to the landlord under the lease or another agreement (e.g. water utility bills). (13) The security deposit cannot be used by the tenant to pay the rent, except that a tenant may withhold payment of rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period. A **mortgage foreclosure redemption period** is the time following the sheriff's sale during which the owner of the property can pay the sale price plus interest and certain costs and avoid losing his or her ownership interest in the property. Similarly, a **contract for deed cancellation period** is the time during which the buyer of property can avoid cancellation by paying the amount due and certain costs. (14)

Security deposits are attached to those whose names are stated within the lease, and are returned to the leaseholder(s) who has remained until the end of the rental term. This means that, for example, if three individuals share a unit as roommates, and two renters vacate prior to the end of the tenancy, the security deposit only has to be returned to the tenant who has remained. Of course, the landlord may choose to locate the tenants who had vacated, and remit to each individual the divided security deposit.

Amount of the Deposit

Minnesota law does not limit the amount a landlord may require as a security deposit. A landlord can increase the amount of the security deposit at any time during a "periodic tenancy" (a rental agreement in which no final date is mentioned), but only if the tenant is given proper advance written notice. Generally, this notice period is one rental period plus a day. (See page 9 for an explanation of "periodic leases.")

If the deposit amount is stated in the rental agreement, and the rental agreement has a definite ending date, no changes in the deposit can be made unless both parties agree to the changes or the lease allows for changes.

At the end of the tenancy, the landlord must return the deposit to the tenant with interest. Presently, the required interest rate is one percent (see the chart below), which is calculated as simple noncompounded interest. (15) The landlord may keep the amount necessary to repair any damage done to the unit by the tenant (beyond ordinary wear and tear), or to pay off other debts related to the tenancy, including any unpaid rent. (l6) (See page 22 for landlord and tenant rights in the refund of security deposits.)

Interest Rate	Time Frame
3 percent	prior to 7-31-03
1 percent	8-1-03 to present

5. TENANT REPORTS

A "Tenant Report" is defined by Minnesota law as a written or oral report by a tenant screening service. A tenant report consists of information about an individual's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or lifestyle. It is collected and used to approve or deny a tenancy. (17) The federal "Fair Credit Reporting Act" (18) also governs tenant-screening reports. (19) Agencies that compile tenant reports are called "Tenant Screening Services." This term applies to anyone who gathers, stores and disseminates information about tenants, or assembles tenant reports for a fee or on a cooperative nonprofit basis. (20)

The law requires tenant-screening services to disclose to consumers upon request:

1) All information in the individual's file at the time of the request.
2) The source of information.
3) A list of all people who received a copy of the report in the past year.
4) A statement of the tenant's rights regarding these reports. (21) Upon furnishing proper identification (photo ID, date of birth, Social Security number, etc.) individuals may get a copy of their report by mail, phone, in person or any other means available to the screening agency. (22)

A copy of a tenant's report must be given to the tenant without charge if, in the past 60 days, this information was used to deny a rental application or to increase the rent or security deposit of a residential housing unit. A person may also obtain a free copy of the tenant report if the person receives public assistance, intends to seek employment within the next 60 days, or has reason to believe that his or her file contains inaccurate information due to fraud. Otherwise, the agency may charge a fee of $3 for the report. (23)

If a person feels the tenant report is incomplete or inaccurate, the person can require the tenant screening service to reinvestigate and record the current status of the information. If the information is found to be inaccurate or cannot be verified within 30 days, it must be deleted from the tenant's file. The agency must give the tenant written notice of the resolution of the dispute, and, if information was changed, the tenant can require that notice of the change also be sent to anyone who received the report within the last six months. If the reinvestigation does not resolve the dispute, the tenant may write an "explanation" of the problem to be included in the report. The screening service may limit this explanation to 100 words. (24) If a landlord uses information in a tenant report to deny rental, increase the security deposit, or increase rent of a residential housing unit, the landlord is required to:

1) Provide oral, written, or electronic notice of the adverse action to the tenant.
2) Provide the name, address, and phone number of the screening service that prepared the report.
3) Inform the tenant of the right to obtain a free copy of the report from the screening service. (25) Also, a landlord could disclose the contents of the report to the tenant directly. A tenant screening service may not prohibit a landlord from doing this. (26)

Some landlords will be willing to work with prospective tenants with a bad credit rating or landlord history if the tenant will assure them that they will get paid. Many landlords will take double or triple damage deposits to cover them for their lost rent if they are concerned about a prospective tenant. Another option is to have someone co-sign the lease. Religious leaders and community leaders might be willing to act as references and talk to a prospective landlord on a tenant's behalf.

In limited situations, tenants who have been named as defendants in eviction cases may ask a court to remove the case from the court record. This procedure is called "expungement." In most situations, the law permits, but does not require, a judge to expunge an eviction case from the court's records. The court must find that the landlord's case was "sufficiently without basis in fact or law," and that expungement is "in the interests of justice and those interests are not outweighed by the public's interest in knowing the record." (27) Expungement is sometimes mandatory if the tenant was evicted due to a mortgage foreclosure or contract for deed cancellation. The court will expunge the record of the eviction if the tenant vacated the property before the eviction action was started or the tenant did not receive a proper notice to vacate on a date prior to the start of the eviction action. (28) If a judge orders expungement, the tenant reporting company should be notified so its reports will be updated.

6. THE LEASE

The terms of any rental agreement are stated in the lease. This can be either a signed, written document or an oral agreement. The landlord may ask for the tenant's full name and date of birth on the lease. (29) If a building contains 12 or more residential units, the owner must use a written lease. (30) An owner who fails to provide a written lease as required is guilty of a petty misdemeanor. (31) If there are fewer than 12 residential units, the owner may use an oral agreement without violating the law.

Any tenant with a written lease must be given a copy of the written lease. If legal action is taken to enforce a written lease (except for the nonpayment of rent, disturbing the peace, malicious destruction of property, or illegal activities, see page 26 for an explanation of "illegal activities"), it is a defense for the tenant to show that the landlord did not give the tenant a lease. The landlord can argue against this defense by showing that the tenant had actual knowledge of the terms of the lease. (32)

If a tenant builds or buys a home, changes jobs, or has health problems that require relocation, a tenant does not have a legal right to get out of a lease, unless the lease itself contains other provisions which allow a tenant to break the lease or the landlord agrees to release the tenant from the terms of the lease.

The "personal representative" of a renter's estate may terminate a lease upon the death of the renter after two full months' written notice. (33) A tenant may vacate a unit if it becomes uninhabitable or unfit for occupancy (see page 19). In certain circumstances, a renter called to duty in the armed forces can give 30 days notice. The military service member/tenant should contact his/her Judge Advocate General Office for information.

There are two kinds of leases and the laws are different for each:

1) The periodic lease (generally a month-to-month tenancy). (34)
2) The lease for a definite term (a rental agreement specifying a definite rental period, generally six months or a year).

Periodic Leases

If there is nothing mentioned about the length of the tenancy in the rental agreement, the lease is periodic. This means the rental period runs from one rent payment to the next. (35) For example, if the rent is due once a month on the first of every month, the rental period runs from that day through the day before the next rent payment. In this case, that would be on the last day of each month.

A periodic tenancy is continued until it is ended by either the landlord or the tenant. The person ending the tenancy must give the other party proper notice. The length of notice and the form it must take may be stated in the lease. (36) If the lease does not state a notice requirement, state law requires that written notice be given one full rental period plus one day before the tenancy ends. (37) For example, a tenant with a month-to-month tenancy who wishes to leave at the end of June would have to give written notice no later than May 31. (See page 20 for a more complete explanation of proper notice.)

Definite Term Leases

If the lease states how long the tenancy will last (usually six months or a year), the agreement is a definite term lease. This type of lease is usually in writing. (If the lease is for more than a year or will end more than a year after it is formed, it must be in writing.) Definite term leases generally state what kind of notice is required to end the tenancy. Definite term leases may have automatic renewal clauses, discussed on page 20. If there is no notice requirement, the tenancy ends on the day the lease says it does, unless the landlord and tenant agree (preferably in writing) to some other kind of arrangement. (38)

Length Restrictions for Some Leases

If an owner has received notice of a contract for deed cancellation or a mortgage foreclosure sale, generally the owner may not enter into a long-term lease with a tenant until one of several events happens: the contract

for deed is reinstated, payments under the mortgage are caught up, the mortgage is reinstated or paid off, or a receiver is appointed for the property. Instead, the owner or landlord may enter into a periodic tenancy lease with a term of two months or the time remaining in the owner's contract for deed cancellation or mortgage foreclosure redemption period, whichever is less, or a definite term lease with a term not extending beyond the cancellation or redemption period. (39) (Page 6 describes a contract for deed cancellation period and mortgage redemption period.) The owner must notify a prospective tenant of the notice of contract for deed cancellation or notice of mortgage foreclosure sale prior to entering into a lease or accepting any rent or a security deposit. (40)

A longer term lease is permitted if the bank holding the mortage on the property, the seller under the contract for deed, or the purchaser at the sheriff's sale, whichever is applicable, agrees not to terminate the lease (except in the case of lease violations) for at least one year. The lease cannot require the tenant to prepay any rent which would be due after the expiration of the cancellation or redemption period. The contract for deed seller or purchaser at the sheriff's sale must provide written notice to the tenant of the expiration of the cancellation or redemption period and the tenant is then obligated to pay rent to the seller or purchaser as his or her new landlord. (41)

Sale of the Building

If the landlord sells the house or apartment (as opposed to foreclosure by a bank), the lease transfers to the new owner (buyer). (42)

7. DISCLOSURE TO THE TENANT

Before signing a lease, paying rent, or paying a security deposit, a prospective tenant must be given a copy of all outstanding inspection orders for which a citation has been issued. (Citations are issued by a housing inspector when a housing code is violated and the health or safety of tenants is threatened.) In addition, a tenant or prospective tenant must be given a copy of all outstanding condemnation orders and declarations that the property is unfit for human habitation. (43)

If the inspection order results in a citation but does not involve violations that threaten the health and safety of the tenant, the landlord (or person acting for the landlord) must post a summary of the inspection order in an obvious place in each building affected by the order. The landlord (or person acting for the landlord) must also post a notice that the inspection order is available for review by tenants and prospective tenants. (44)

A landlord has not violated these requirements if the housing inspector has not issued a citation, the landlord has received only an initial order to make repairs, the time allowed to finish the repairs has not run out, or less than 60 days has passed since the deadline for making the repairs. (45)

Additionally, landlords who rent units built before 1978 must disclose all known lead-based paint and lead-based paint hazards in the unit, include a warning in the lease, and give renters a copy of the Environmental Protection Agency's pamphlet *Protect Your Family from Lead in Your Home*. Lead-based paint that is peeling (or its dust) may be especially hazardous to children's health. Tenants who suspect that they have a lead paint problem or would like to get more information should call the National Lead Information Center at 1-800-424-5323 and request a copy of the EPA's pamphlet *Protect Your Family from Lead in Your Home*.

Further, as discussed above, a landlord must disclose to a prospective tenant that he or she has received a notice of contract for deed cancellation or notice of mortgage foreclosure prior to entering into a lease with a tenant or accepting payment of rent or a security deposit. In addition, a bank which forecloses on a landlord's property generally must provide a foreclosure advice notice to a tenant at the same time it serves the landlord with a notice of sale. A bank may be liable to the tenant for $500 if it violates this statute. (46)

8. UTILITIES

The lease should state who is responsible for paying which utility bills. In some cases, the landlord pays for heat, electricity and water. Sometimes the tenant is responsible for these bills. If this issue is not addressed in the lease, the tenant and landlord should work out their own understanding. It is good to put this agreement in writing, and have it signed by both parties. Information about utility shut-offs is found on page 28.

Single-Metered Residential Buildings

Landlords are permitted to rent residential buildings with a single utility meter, if they comply with all the conditions in the law. (47) The landlord must provide prospective tenants with a notice of the total utility cost for the building by month for the most recent calendar year. (48) The landlord must have a fair and equitable method for dividing the utility bill and billing the tenants. (49) The method for apportioning the bill and billing tenants must be put in writing in all leases. The lease must contain a provision that upon the tenant's request, the landlord will provide a copy of the actual utility bill for the building along with each portioned utility bill. Also, upon a tenant's request, the landlord must provide actual utility bills for any time a tenant has received a divided bill. The landlord must keep copies of utility bills for the last two years or from the time the landlord bought the building, whichever is longer.

By September 30 of each year, a landlord with a single-metered residential building who bills for gas and electrical charges must inform tenants in writing of the possible availability of energy assistance from low-income home energy assistance programs. This notice must include the toll-free telephone number of the home energy assistance program. (50)

If a landlord violates this law, it is considered a violation of the landlord's duty to keep the property fit for its intended use. (51) (See pages 14-18 for a description of tenant remedies.) The law does not govern how tenants occupying a unit, such as roommates, divide the utility bill between themselves. If a landlord interrupts or causes the interruption of utility services, the tenant may recover from the landlord triple damages or $500, whichever is greater, plus reasonable attorney's fees (see pages 28-29 for information on "utility shutoffs"). (52)

9. MAINTENANCE

According to Minnesota law the landlord is responsible to make sure that the rental unit is:

1) Fit to live in.
2) Kept in reasonable repair.
3) Kept in compliance with state and local health and housing codes.
4) Made reasonably energy efficient to the extent that energy savings will exceed the costs of upgrading efficiency.

These landlord obligations cannot be waived. (53) A tenant who experiences problems with a landlord who is not making necessary repairs or who is not providing a unit that is fit to live in should refer to Section 15 for details on how to resolve such issues.

Some repairs or maintenance duties (like yard work) can become the duty of the tenant if:

1) Both parties agree in writing that the tenant will do the work **and**
2) The tenant receives adequate consideration (payment), either by a reduction in rent or direct payment from the landlord. (See Section 15 for procedures to be followed in repair disputes.) (54)

10. UNLAWFUL DESTRUCTION OF PROPERTY

The tenant must not abuse the rental property and must pay for any damage the tenant causes beyond normal wear and tear. A landlord may sue a tenant for the willful and malicious destruction of residential rental property. The party that wins may recover actual damages, costs, and reasonable attorney's fees, as well as other damages determined by the court. (55)

11. ALTERATIONS

Ordinarily, a tenant is not allowed to paper or paint walls, resurface floors, dismantle or install permanent fixtures, alter woodwork or carpet, or make other changes without the landlord's permission. Tenants should speak with a landlord before making any alterations.

During the Tenancy

12. THE RENT

Payments

Tenants must pay rent on the due date, whether they have a periodic lease or a definite term lease. The due date and amount of rent are set by the lease. If a tenant does not pay the rent, the landlord may take legal action to evict the tenant.

When an apartment is rented to individuals who will live as roommates, 100 percent of the rent is due from the unit. Typically, roommates come to an agreement as to how the rent cost will be divided. However, if a roommate vacates the unit while the lease is still in effect, the rent stated in the lease is still due regardless of who continues to reside in the unit. For example, two people agree to share a unit and to a 50 percent split of the monthly rental cost. If one roommate moves out prior to the end of the lease, unless the landlord agrees otherwise, the remaining roommate will still have to pay 100 percent of the rent.

If a unit is vacated before the lease ends, the leaseholder(s) is still responsible to pay the rent for the full term (if the lease is definite term) or for the full rental period (if it is a periodic lease). The landlord may allow a new tenant to pick up the balance of the lease (known as a sublease).

Late Fees

The rent must be paid on the date it is due. When a tenant is late in paying rent, the landlord has the legal right to start eviction proceedings. (See page 24 for an explanation of eviction proceedings.) If a tenant pays rent late, the lease may require the tenant to pay a late fee. The lease must state how much the late fee will be and when it is due. The late fee must be a reasonable amount that compensates the landlord for actual damages resulting from late payment but is not designed to penalize the tenant. (56)

Raising the Rent

Under a periodic tenancy, a landlord cannot raise the rent unless he or she gives proper written notice. Proper notice is one rental period plus one day. (See page 20 for an explanation of proper notice.) During a definite term lease, rent cannot be raised during the term unless the lease allows for an increase.

13. TENANT'S RIGHT TO PRIVACY

Generally, a landlord may only enter a tenant's unit for a "reasonable business purpose" after making an effort to give the tenant reasonable notice. (57) If a landlord violates this law, the tenant can take the landlord to court to break the lease, recover the damage deposit, and receive a civil penalty of up to $100 per violation. (58)

Examples of a reasonable business purpose include:

1) Showing the unit to prospective tenants. (59)

2) Showing the unit to a prospective buyer or insurance agent. (60)
3) Performing maintenance work. (61)
4) Showing the unit to state or local officials (i.e., fire, housing, health, or building inspectors) inspecting the property. (62)
5) Checking on a tenant causing a disturbance within the unit. (63)
6) Checking on a tenant the landlord believes is violating the lease. (64)
7) Checking to see if a person is staying in the unit who has not signed the lease. (65)
8) Checking the unit when a tenant moves out. (66)
9) Performing housekeeping work in a senior housing unit. A senior housing unit is a building where 80 percent of the tenants are age 55 or older. (67)

A tenant's right to prior notice may not be waived in any residential lease. (68) However, the landlord may enter the unit without giving prior notice in the following situations:

1) When immediate entry is necessary to prevent injury to property or people due to concerns over maintenance, building security, or law enforcement. (69)
2) When immediate entry is necessary to determine a tenant's safety. (70)
3) When immediate entry is necessary to comply with state law or local ordinance. (71)

If a landlord enters without giving prior notice and the tenant is not present, the landlord must give written notice to the tenant. (72) If the landlord violates this law, the tenant may recover up to $100 per violation in court. (73)

14. TENANTS MAY SEEK POLICE AND EMERGENCY ASSISTANCE

A landlord cannot evict, penalize, or limit a tenant's right to call the police or call for emergency assistance in response to a domestic incident or any other situation. (74) Any lease provision that limits this right is illegal and void (75) and a tenant may sue a landlord for $250 or actual damages, whichever is greater, and reasonable attorney's fees for violations of this law. (76) This law, however, does not prevent a landlord from taking appropriate action against a tenant for breach of lease, disturbing the peace and quiet of other tenants, damage to property, disorderly conduct, etc. (77)

Additionally, while no municipality may require eviction of a tenant or otherwise charge or penalize a landlord for a tenant's use of police or emergency assistance, this law does not preclude local ordinances from penalizing landlords for failure to abate nuisances or disorderly conduct on rental property. (78)

15. REPAIR PROBLEMS

Minnesota law requires landlords to keep units in reasonable repair. This requirement cannot be waived. (79) However, the landlord and the tenant can agree the tenant will do certain specific repairs or maintenance if:

1) This agreement is in writing and conspicuous (easy to notice) **and**
2) The tenant receives something adequate in return (for example, a rent reduction or payment from the landlord for the work). (80)

If the tenant has trouble getting the landlord to make necessary repairs in the unit, the tenant may use one or more of the following remedies:

1) File a complaint with the local housing, health, energy or fire inspector - if there is one - and ask that the unit be inspected. If there is no city inspector for the community, write the landlord and request repairs within 14 days. If management fails to make such repairs, the tenant may file a rent escrow action.
2) Place the full rent in escrow with the court, and ask the court to order the landlord to make repairs.
3) Sue the landlord in district court under the Tenant's Remedies Act.
4) Sue in conciliation court or district court for rent abatement (this is the return of part of the rent, or, in extreme cases, all of the rent).
5) Use the landlord's failure to make necessary repairs as a defense to either the landlord's Eviction Action based on nonpayment of rent, or the landlord's lawsuit for unpaid rent. (See page 18 for a further explanation of defenses a tenant may use.)

Let's examine these one at a time.

Calling In An Inspector

If a landlord will not correct a repair problem, a local housing, health, energy, or fire inspector can be called by the tenant. If the inspector finds code violations in the unit, the inspector will give the landlord a certain amount of time to correct them. If the landlord does not make the corrections, the inspector has the authority to serve a summons on the landlord to appear in court. (81)

A landlord may not retaliate (strike back) by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector. (See page 27 for more information about retaliation.) (82)

Rent Escrow

A rent escrow action is a simplified procedure that permits a tenant to seek relief for housing violations on his or her own without the assistance of an attorney. Tenants may place rent in an escrow account when a landlord will not correct housing violations. Under the rent escrow law, tenants can pay their rent to the court administrator rather than to the landlord, and ask the court to order the landlord to make repairs. (83) A tenant may wish to speak with a private attorney or Legal Aid attorney for advice before proceeding. The following are the rules and procedures for rent escrow that must be strictly followed: The first step is to either contact the housing inspector or notify the landlord in writing about the violation. As stated earlier, the housing inspector can order the landlord to make repairs if there are violations of the housing code. (84) It is important to contact the inspector and get a copy of the order. If the repairs are not made within the time the inspector orders, a tenant can deposit rent with the court administrator along with a copy of the notice of code violation. (85)

Even if there is no local housing code, Minnesota law says landlords must keep rental property fit to live in and in good repair. (86) If a landlord has failed to maintain the dwelling so it is fit to live in, has not kept the dwelling in good repair, has not complied with state and local health and housing codes, or has violated the written or oral lease, the tenant should notify the landlord in writing. It is very important that the tenant keep a copy of this letter. If the problem is not corrected within 14 days, the tenant can deposit the rent payment with the court administrator along with a copy of the letter that was given to the landlord. (87)

A tenant may file a rent escrow action any time after the requisite notice or inspection orders have expired. To file a rent escrow action, a tenant needs to pay to the court administrator all rent, if any, that is due. (88)

There is a small filing fee, but the administrator can waive the fee if the tenant's income is very low. (89) The tenant must give the administrator a copy of the inspector's order or the tenant's letter to the landlord. The tenant should estimate how much it will cost to make the repairs. The tenant must also give the administrator the landlord's name and address. A court administrator will provide the tenant with a rent escrow petition form. (90)

Once the rent has been deposited with the court, the court administrator will schedule a hearing. The hearing will take place within 10 to 14 days. In most cases, the court will notify the landlord of the hearing by mail. If fixing the housing code violation will cost more than the conciliation court limit (currently $7,500), however, then personal service is required. Someone other than the tenant must give the hearing notice to the landlord. (91) The landlord can take legal action to evict the tenant if the tenant does not deposit the full amount of rent in escrow with the court administrator. (92)

After the hearing, if the tenant proves that a violation exists, the judge may do any of the following:

1) Order the landlord to fix the problem. (93)
2) Allow the tenant to make the repairs and deduct the cost from the rent. (94)
3) Appoint an administrator to collect rent and order repairs. (95)
4) Return all, none, or part of the rent to the tenant. (96)
5) Order that future rent be paid to the court or that the rent be abated (eliminated or reduced), until repairs are made, or that part of the rent be abated or refunded. (97)
6) Fine the landlord. (98)

If the tenant does not prove that there is a housing code violation, or if the tenant does not deposit the full amount of rent with the court, then the money and deposit will be given to the landlord. (99)

A tenant must follow the other terms of the lease while paying rent into escrow. According to Minnesota law, a tenant's rent escrow rights and remedies may not be waived or modified by any oral or written lease or other agreement. (100)

Using the Tenants Remedies Act

Under the Tenants Remedies Act ("TRA"), a tenant can sue for the same items as in a Rent Escrow Action:

1) A health or housing code violation. (101)
2) A violation of the landlord's obligation to keep the rental unit in reasonable repair. (102)
3) A violation of an oral or written rental agreement or lease. (103)

Some non-profits can also sue on behalf of a whole building's tenants with a TRA. A TRA, however, contains more complicated procedures than a Rent Escrow Action.

Before going to court under this act, a tenant should talk to the landlord about the needed repairs and try to get the landlord to fix them. If the landlord does not make the repairs within a reasonable time, the tenant should:

1) Notify the local housing, health, energy, or fire inspector (if there is one). (104)
2) Get a written copy of the inspector's report. This will describe the problem and allow the landlord a certain number of days to repair it. If no inspector has been used, the tenant must inform the landlord in writing of the repair problem at least 14 days before filing a lawsuit. (105)
3) Wait for the required time to pass, and then, if the repair work has not begun or progressed, bring suit in district court. (106) In court, the tenant must produce evidence that the problem exists (and should submit a copy of the inspector's report if there is one). The tenant must also explain how the problem can be resolved. (107)

Rent Abatement (return of money)

Before suing for rent abatement (a return of rent paid for a unit that was in disrepair), the tenant should try to get the landlord to make the repairs. Only after it appears the repairs won't be made, and further requests seem pointless, should the tenant try to bring a legal action for rent abatement. The tenant should then be prepared to prove:

1) The existence of a condition(s) affecting safety, health or the fitness of the dwelling as a place to live. (108)
2) The landlord was notified, knew, or should have known, about the defective condition(s). (109)
3) The landlord failed to repair the defective condition(s), or make adequate repairs, after having a reasonable time to do so. (110)

Although it is unclear under present Minnesota law how the amount of rent reduction (damages or money) should be determined, the tenant may be able to recover either:

1) The difference in value between the condition the rental unit would have been in had the landlord met the landlord's legal duty to make repairs, and the actual condition of the dwelling without the repairs; or
2) The extent to which the use and enjoyment of the dwelling has been decreased because of the defect.

The tenant may sue for rent reduction in conciliation court if the amount the tenant is seeking is less than the maximum amount the conciliation court has jurisdiction to decide. If the tenant's claim exceeds the conciliation court maximum, a lawsuit would have to be brought in district court, or the amount the tenant is asking for would have to be reduced to the jurisdictional limit of conciliation court. (Currently, claims of up to $7,500 can be decided in conciliation court.)

Withholding Rent

Tenants may withhold rent if there is a serious repair problem or code violation. Because the tenant may have to defend this action in court, it may be better to use a Rent Escrow Action; however, if the tenant chooses to withhold rent, he/she should follow these steps:

1) Notify the landlord, in writing, of the needed repairs (both parties should keep a copy) and give the landlord a chance to make repairs. (111)
2) Notify the housing, health, energy, or fire inspector (if there is one) if the landlord does not make the repairs. (112)
3) Get a written copy of the inspector's report. (113)
4) Notify the landlord in writing that all or part of the rent will be withheld until the repairs are made. (114)

If a tenant decides to withhold rent, the tenant should be prepared to defend that action in court. It is very likely that the landlord will begin eviction proceedings. (115) The tenant must not spend the withheld rent money. The tenant must bring the money to court when the tenant is summoned (required) to appear in court. The judge may order the tenant to deposit the rent with the court. Tenants who fail to comply with the judge's order to deposit rent with the court may not have their defenses heard and can be evicted.

If the court decides the tenant's argument is valid, it can do any number of things. It may, for instance, order the rent to be deposited with the court until the repairs are made, or it may reduce the rent in an amount equal to the extent of the problem. (116) On the other hand, if the tenant loses, the tenant will have to pay all the rent withheld, plus court costs. In addition, the case will be reported to a tenant screening service, affecting future credit and tenant screening checks. Therefore, withholding rent may create more of a risk to the tenant than a Rent Escrow, Tenant Remedies Action, or a rent abatement action.

Defense

A tenant in poorly maintained rental housing can also use the landlord's failure to make necessary repairs as a defense to:

1) The landlord's Eviction Action based on nonpayment of rent. (117)
2) The landlord's lawsuit for unpaid rent. Again, the tenant should be prepared to show that the landlord was notified, or knew, or should have known, about the defective conditions, but failed to repair them despite having a reasonable chance to do so. (118)

16. NEIGHBORHOOD ORGANIZATIONS

A neighborhood organization is an incorporated group in a specific geographical area formed to promote community safety, crime prevention, and housing quality in a nondiscriminatory manner. A neighborhood organization can act on behalf of a tenant with the tenant's written permission, or it can act on behalf of all tenants in a building with a majority of the tenants' permission. (119)

In most situations, a neighborhood organization acts much like a tenant. A neighborhood organization can:

1) Call for an inspection of a building about which it has zoning concerns. (120)
2) Take to court the owner of a building in which a housing violation may exist. (121)
3) Take to court the owner of any unoccupied buildings in its area. (122)

If a violation is found to exist, a judge can rule in favor of the tenant(s) and/or the neighborhood organization. Among other options, the court can order the owner to comply with all housing codes, under the court's jurisdiction, for up to one year. Additionally, the court can rule against the owner of the building for reasonable attorney's fees, not to exceed $500. (123)

The court may appoint a neighborhood organization as the designated administrator for a building as a result of legal action. When this happens, the administrator may collect rent, contract for materials and services to remedy violations, and perform other duties as outlined by the court. (124)

17. UNINHABITABLE OR CONDEMNED BUILDINGS

A landlord may not accept rent or a security deposit for residential rental property condemned or declared unfit for human habitation by a state or local authority if the tenancy started after the premises were condemned or declared unfit for human habitation. By violating this law, the landlord is liable to the tenant for actual damages and three times the amount of all money collected from the tenant after the date the property is condemned or declared unfit by state or local officials. This includes court costs and attorney's fees. Actual damages can include items such as moving expenses, temporary lodging and other costs. (125) If a building is condemned, a landlord must return the tenant's security deposit within five days after the tenant moves from the building, unless the tenant's willful, malicious or irresponsible conduct caused the condemnation. (126)

Minnesota law states that if a building is destroyed or becomes uninhabitable or unfit to live in through no fault of the tenant, the tenant may vacate the rental unit. In that situation, the tenant is not required to pay further rent to the landlord. (127) If the building has not been condemned, however, a tenant who relies upon this law to break a lease may run the risk that a court will not agree that the building was uninhabitable. The tenant may want to consider using the remedies discussed on pages 14-18 rather than to vacate the rental unit without proper notice.

Ending the Tenancy

18. PROPER NOTICE

When the landlord or tenant ends the tenancy, he or she must abide by both the terms of the lease and by state law. The notice requirements for periodic and definite term tenancies differ.

For Periodic Tenancies

If there is no provision in the lease stating how much advance notice must be given to end the tenancy, the law provides that written notice must be received by the other party at least one full rental period before the last day of the tenancy. This means the day before the last rent payment is due. (128)

For example, if a tenant who pays rent on the first day of each month (in a month-to-month periodic tenancy) wishes to leave at the end of June, the tenant must inform the landlord in writing on or before May 31. This is because May 31 is one day before the June rental period begins. No matter when during June the tenant actually leaves, the tenant is responsible for the entire month's rent. If the tenant or landlord misses the proper notice deadline - even by a day - the notice is void (no good) and the tenancy continues as if no notice was given.

The effective date of the notice is the date it is received. If the notice is mailed May 31, it will not be received by the other party until at least June 1, and will be ineffective to end the tenancy by June 30. The proper notice provision also applies to the landlord. If the landlord wants to end the tenancy, he or she must give the tenant advance written notice the day before that last rental period begins. If the landlord misses the deadline, the notice is defective and the tenancy is automatically extended for another month. The landlord must provide the tenant a second proper, written notice to vacate the rental property at least one day before the last rental period begins. (129)

For Definite Term Tenancies

Procedures for ending a definite term tenancy are generally written into the lease. Tenants with a definite term lease have to pay for the entire term no matter when they leave, unless the landlord agrees to accept new tenants who would take over the remaining payments. But some term leases have provisions allowing the tenant to "break" the lease. Often in such cases, the tenant is required to pay a "breaklease" fee - a sum of money and/or the tenant's security deposit.

Some definite term leases spell out what kind of notice is needed to end the tenancy when the lease ends. Typically this is a written notice presented 30 to 60 days before the lease ends. Often such a requirement is part of an automatic renewal provision. Automatic renewal means if the tenant does not give notice he or she can be held to an additional period of time - for example, one or two months beyond the original term of the lease.

But if the automatic renewal is for an extra two months or more, the landlord must give the tenant written notice and call the tenant's attention to the automatic renewal provision. If the landlord does not, the automatic renewal provision cannot be enforced. The renewal notice must be given either by personal service or

by registered or certified mail. It must be received by the tenant 15 to 30 days before the tenant has to give the landlord written notice to vacate. (130) The tenant may not use the security deposit as the last month's rent, except that the tenant may withhold rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period. (131) These terms are defined on page 6.

Holdover Tenants

If there is no provision in the lease about what happens when the lease ends (for example, nothing is said about converting the tenancy to a month-to-month tenancy), the lease simply expires and the tenant becomes a "holdover tenant," and the lease is renewed on a month-to-month basis. (132) Some leases in rural areas (outside of a city) are renewed for a full term. At this point, unless the landlord agrees to continue the tenancy or a new lease is signed, the landlord can start eviction proceedings at any time and without notice. (See page 24 for laws covering eviction.) However, once the landlord accepts a rent payment from the tenant after the tenancy term runs out, then the tenancy is automatically renewed for another rental period and it becomes a periodic (usually month-to-month) tenancy.

Section 8 and Public Housing Programs

Section 8 is a federal rent assistance program that provides rent subsidy payments for low-income families renting privately owned housing. Under Section 8, a monthly rent subsidy payment is made to the owner and the tenant pays about 30 percent of the tenant's income toward rent. For more information on Section 8 and other housing subsidy programs, contact the U.S. Department of Housing and Urban Development, (612) 370-3000, or the local public housing authority listed in the telephone directory.

19. RIGHT OF VICTIMS OF DOMESTIC ABUSE TO TERMINATE LEASE

A victim of domestic violence who fears imminent domestic abuse against the tenant or the tenant's minor children if the tenant or the tenant's minor children remain in the leased premises may terminate a residential lease agreement under certain conditions. The tenant must provide advance written notice to the landlord stating that:

1) The tenant fears imminent domestic abuse from a person named in an order for protection or no contact order (133) **and**
2) The tenant needs to terminate the tenancy (134) **and**
3) The specific date the tenancy will terminate. (135)

The law requires that the advance written notice must be delivered before the termination of the tenancy by mail, fax, or in person, and must include the order for protection or no contact order. The landlord is prohibited from disclosing information provided in this written notification and may not enter the information into any shared database or provide it to any person or entity. However, the landlord may use the information as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims under section 504B.178 with the tenant's permission, or as otherwise required by law. (136)

The tenant is responsible for the rent payment for the full month in which the tenancy terminates and an additional amount equal to one month's rent. (137) This amount must be paid on or before the tenancy terminates. In the event that the tenant owes the landlord rent or other amounts for a period before the termination of the lease, the tenant will continue to owe that amount to the landlord. (138) If there are multiple tenants on the lease, the lease will continue for the remaining tenants. (139)

20. THREE-DAY NOTICE DURING WINTER

Tenants who vacate their units between November 15 and April 15 must tell their landlord they are vacating at least three days before they move. This allows the landlord time to take steps to make sure the pipes don't freeze. A tenant's failure to notify the landlord is a misdemeanor. Exceptions to this requirement are cases where the unit's pipes are not subject to freezing or where the tenant is leaving on the day the tenancy is supposed to end anyway. (140)

21. REFUND OF THE SECURITY DEPOSIT

At the end of the tenancy, a landlord must return a tenant's security deposit plus simple, non-compounded interest, (141) or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. The landlord must do this within 21 days after the day the tenancy ends, provided that the tenant has given the landlord a forwarding address. If a tenant has to leave because the building is condemned, the landlord must return the deposit within five days after the tenant leaves, and after receipt of the tenant's new address or delivery instructions (unless the condemnation was due to the tenant's willful, malicious or irresponsible conduct). (142) If the landlord does not return the deposit or return an explanation in the time allowed, the landlord must pay the tenant a penalty equal to the amount withheld and interest and also pay the tenant the amount of the deposit and interest wrongfully withheld. (143) Minnesota law allows a landlord to withhold from a security deposit only the amount necessary for unpaid rent (144), damages to the rental unit beyond ordinary wear and tear (145), or other money the tenant owes to the landlord under an agreement (e.g. water bills). (146)

When a landlord's interest in the property ends (for example, because of death, foreclosure, or contract for deed cancellation), the security deposit must be transferred to either the new owner or returned to the tenant. This must be done within 60 days after the current landlord's interest in the property ends or when the new landlord is required to return the security deposit under the rules discussed earlier, whichever is the earlier time. (147)

If a landlord does not return or transfer the deposit, the court may penalize the landlord $200 for each deposit not returned or transferred. (148)

Interest

Interest begins on the first day of the month following the full payment of the security deposit. Interest runs to the last day of the month in which the landlord returns the deposit. When a tenant has sued to recover a withheld deposit, interest would run to the day the judgment is entered in favor of the tenant. (149)

Taking the Matter to Court

If a tenant does not get the deposit back, or is dissatisfied with the landlord's explanation for keeping part or all of the deposit, the tenant can take the matter to court (this is usually the conciliation court in the county where the rental property is located). (150) There, it is up to the landlord to justify his or her actions. The Attorney General's Office has prepared a brochure entitled *Conciliation Court: A User's Guide to Small Claims Court*, which offers useful tips on how to file a claim and proceed in conciliation court.

If the judge decides the landlord acted in "bad faith," the tenant can be awarded up to $200 in punitive damages. If a landlord has failed to provide a written explanation, the landlord must return the withheld

deposit within two weeks after the tenant has filed a complaint in court, or the court will presume the landlord is acting in “bad faith.” (151)

The law generally forbids tenants to use their security deposits to pay the rent. Those tenants who do may be taken to court and may have to pay the landlord the amount of the rent withheld plus a penalty. However, before the landlord can take a tenant to court, the landlord must give the tenant a written demand for the rent and a notice that it is illegal to use the security deposit for the last rent payment. The one exception to the prohibition on withholding rent is that a tenant may withhold rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period. (152)

Other Important Laws

22. HOUSING COURTS

Housing courts in Ramsey (651-266-8285) and Hennepin counties (612-348-5186) hear and decide criminal and civil cases related to residential rental housing. This includes, for example, claims for rent abatement, rent escrow proceedings, eviction actions, and actions for violations of state, county or city housing codes. Housing courts ensure housing claims are brought before a single, trained referee. This is to encourage consistent decisions and prompt compliance with Minnesota's housing laws.

Ramsey and Hennepin County District Courts appoint a referee to hold hearings and make recommended decisions. After the hearing in each case, the referee's recommended findings and orders are sent to the district court judge. These become the findings and orders of the court when confirmed by the district judge. The landlord or tenant can ask the district court judge to review any order or finding recommended by the referee. The person who is requesting the review must file and serve (provide to the other party) a notice of the recommended order or finding. This must occur within 10 days. This notice must explain the reasons for requesting a review, and state the specific parts of the recommended findings or orders that are disputed. After receiving this notice, a time for the review hearing will be set. After the hearing the judge will decide whether to accept, reject or change the referee's recommended decision.

Hennepin and Ramsey county landlords and tenants are encouraged to use the housing courts to resolve housing related disputes that they cannot work out themselves.

23. EVICTION

Eviction Actions (Unlawful Detainer)

Landlords cannot forcibly remove tenants. In order to evict a tenant, a landlord must first bring an "Eviction Action," or what used to be called an "Unlawful Detainer" action against the tenant. This is a legal proceeding conducted in district court. To bring such an action the landlord must have a legitimate reason. According to state law, legitimate reasons can be nonpayment of rent, other breach of the lease, or cases where the tenant has refused to leave after notice to vacate has been properly served and the tenancy's last day has passed. (153) In general, if a tenant does not pay rent on the day it is due, the landlord may immediately bring an Eviction Action unless the lease provides otherwise.

After a contract for deed cancellation or mortgage foreclosure, the new owner of the building can also evict a tenant; provided that if the tenant leased the property during the contract for deed cancellation period or mortgage foreclosure redemption period under a lease beginning after the date the mortgage or contract for deed was signed and prior to the expiration of the time for redemption or termination, the tenant received proper notice to vacate. The law requires two month's written notice to vacate no sooner than one month after the expiration of the contract for deed cancellation period or mortgage foreclosure redemption period (these terms are defined on page 6); or two month's written notice to vacate no later than the expiration of the cancellation or redemption period. This second notice option requires that the tenant be held harmless for breaching the lease if the mortgage is redeemed or contract reinstated. (154)

With proper written notice, a landlord can end a month-to-month tenancy unless the landlord is limiting a tenant's right to call the police for emergency assistance or retaliating or discriminating against the tenant. (See pages 14, 27 and 31 for definitions of these terms.) Definite term leases can only be ended according to the notice specified in the lease or if there has been a significant breach of the lease and the lease allows eviction for breach.

There are a number of steps both landlords and tenants must take in an Eviction Action:

1) The landlord must file a complaint against the tenant in district court. At least seven days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court. (155)
2) A court hearing must take place within seven to fourteen days after the court issues the summons. At the hearing, both the tenant and the landlord will be asked to give their sides of the story. (156)
3) The judge will then deliver a decision. If the judge decides the tenant has no legal reason for refusing to leave or pay the rent, the judge will order the tenant to vacate the rental unit. If necessary, the judge will order a law enforcement officer to force the tenant out. If the tenant can show immediate eviction will cause substantial hardship, the court shall allow the tenant a reasonable period of time (up to one week) in which to move. A tenant may not seek or receive a delay based on hardship if the tenant is causing a nuisance or seriously endangering the safety of other residents, their property, or the landlord's property. (157)

If the Eviction Action has been brought only because the tenant owes rent, and the landlord wins, the tenant can still "pay and stay." To pay and stay, the tenant must pay the rent that is past due (in arrears), plus interest (if charged), plus a $5 attorney fee if an attorney represented the landlord, and finally, any "costs of the action." Costs of the action includes the filing fee (now about $250 - $255) plus the process server fee, plus witness fees if one was subpoenaed (called) for trial; costs do not include other legal or similar fees for handling/processing the case as those are capped at $5.

The court may give the tenant up to a week to pay the court costs. If a tenant has paid the landlord or the court the amount of rent owed, but is unable to pay the interest, costs and attorney's fees, the court may permit the tenant to pay these amounts during the time period the court delays issuing a Writ of Recovery (eviction order). (158)

If the Eviction Action has been brought because the tenant has withheld the rent due to disrepair, the judge may order the tenant to deposit the rent with the court. If the tenant wins, the judge may order that the rent be abated (reduced), in part or completely. (See page 17 for a description of withholding rent.)

Following a motion by the tenant, the court may find that the landlord's eviction case is without merit. The judge may then decide to expunge (remove) the eviction case from the court's record. (159) See page 8 for a more complete discussion of expungement. If a tenant screening service (see page 7 for an explanation of tenant reports) knows that an eviction case file has been expunged, the tenant screening service must remove any reference to that file from data it maintains or disseminates. (160)

It should be understood that only a law enforcement officer can physically evict a tenant. The landlord cannot. A Writ of Recovery - which is issued at the time the decision is handed down - must be posted on the premises at least 24 hours before the actual eviction. The law enforcement officer can show up to perform the eviction anytime after the 24 hours have expired. (161)

A landlord may not obtain a judgment for unpaid rent in an Eviction Action. To obtain a judgment for unpaid rent, a landlord must bring a separate action in Conciliation Court or District Court.

Storage of Personal Property

When the law enforcement officer performs the eviction, the tenant's remaining property must either be stored on the premises or placed in storage in a bonded warehouse or other suitable storage place. (162)

In cases where the tenant's property will be stored on the premises, the landlord must prepare an inventory that is signed and dated in the presence of a law enforcement officer acting pursuant to a court order. A copy of the inventory must be mailed to the tenant at the tenant's last known address, or to an address provided by the tenant. (163) The inventory must include the following:

1) A listing of the items of personal property, and a description of the condition of that property. (164)
2) The date, the signature of the landlord, and the name and telephone number of the person authorized to release the property. (165)
3) The name and badge number of the police officer. (166)

The officer must keep a copy of the inventory. The landlord must remove, store and take care of the tenant's property. The landlord is liable for damages to, or loss of, the tenant's personal property. The landlord should notify the tenant of the date and approximate time the officer is scheduled to remove the tenant and the tenant's personal property from the premises. The notice must be sent by first class mail. The landlord should also make a good faith effort to notify the tenant by telephone, explicitly informing the tenant that the tenant and the tenant's property will be removed from the premises if the tenant has not vacated by the time specified in the notice. (167) According to Minnesota law, this provision may not be waived or modified by any oral or written lease or other agreement. (168)

To Get the Property Back

If the tenant's personal property is stored *on the premises*, the tenant may contact the landlord in writing to demand that the property be returned. The landlord does not have a lien on the property. If the tenant's property is stored *away from the premises* (at a bonded warehouse or other suitable storage place) the landlord has a lien (legal claim) on the tenant's personal property for the reasonable costs of removing, transporting, and storing the property plus court costs of the Eviction Action. The landlord can keep the property in such a circumstance until those expenses are paid. (169)

Whether the tenant's property is stored on or away from the premises, to get the property back the tenant does not have to pay any unpaid rent, late charges, etc. The landlord can sue the tenant in court for these costs.

Eviction for Illegal Activities

Every oral or written residential lease now includes a requirement that the following activities will not be allowed on the premises: making, selling, possessing, purchasing or allowing illegal drugs; illegally using or possessing firearms; allowing stolen property; or allowing prostitution or related activities. (170) A tenant violating this law loses the right to the rental property. An Eviction Action filed by a landlord for these reasons will be heard within five to seven days (rather than the usual 7 to 14 days.) (171)

If illegal drugs or contraband valued at more than $100 are seized from the property, the landlord, upon being notified, (172) has 15 days to file to evict the tenant or ask the county attorney to do so. (173)

Landlords receiving notice of a second such occurrence involving the same tenant may forfeit their property unless they have filed to evict the tenant or asked the county attorney to do so. (174) Forfeiture of the property may occur if the value of the controlled substance is $1,000 or more, or there have been two previous controlled substance seizures involving the same tenant. (175)

The tenant has a defense against eviction if the tenant has no knowledge of, or reason to know about, the drugs or contraband, or could not prevent them from being brought onto the premises. (176)

The landlord has a defense if the landlord was not notified of the seizure or had made every reasonable attempt to evict a tenant or to assign the county attorney that right. If the property is owned by a parent of the offender, the rental property cannot be forfeited simply based on the owner's knowledge of unlawful drug use unless the parent actively participated in, or knowingly allowed the unlawful activity, or the rental property was purchased with unlawful drug proceeds. (177)

Seizure of Property

Unlawful sale or possession of illegal drugs or unlawful sale of alcohol within a building is now a public nuisance. (178) A city attorney, county attorney, or the attorney general may file an abatement action against the landlord, and if the nuisance is not corrected, ask the court to seize the building. (179)

24. RETALIATION

A landlord may not evict a tenant or end a tenancy in retaliation for the tenant's "good faith" attempt to enforce the tenant's rights, nor can a landlord respond to such an attempt by raising the tenant's rent, cutting services, or otherwise adversely changing the rental terms. For instance, if a tenant has reported the landlord to a governmental agency for violating health, safety, housing, or building codes, the landlord cannot try to "get even" by evicting the tenant.

If, within 90 days of a tenant's action, the landlord starts an eviction action or gives the tenant a notice to vacate, the law presumes that the landlord is retaliating. It will then be up to the landlord to prove the eviction is not retaliatory. However, if the landlord's notice to vacate comes more than 90 days after a tenant exercises the tenant's rights, it will be up to the tenant to prove the eviction is retaliatory. These provisions also apply to oral rental agreements. (180)

25. UNLAWFUL EXCLUSIONS AND PROPERTY CONFISCATION

It is a misdemeanor for a landlord to physically lock out a tenant from the tenant's rental unit or otherwise prevent a tenant from living there (for example, by removing locks, doors, or windows from the rental unit) without a court order. (181) A tenant who has been unlawfully locked out may petition the district court to get back in. The petition must:

1) Give a description of the rental unit. (182)
2) Give the owner's name. (183)
3) State the facts that make the lockout or exclusion unlawful. (184)
4) Request that the tenant be given possession of the unit. (185)

If the court agrees with the tenant, it will order the sheriff to help the tenant get back in. If the court decides the landlord knew or should have known that the lockout or other exclusion was unlawful, the court can order the landlord to pay the tenant up to triple damages or $500, whichever is greater, plus reasonable attorney's fees. (186) Also, a landlord cannot cart away or keep a tenant's belongings for nonpayment of rent or other charges. (187)

26. UTILITY SHUTOFFS

A landlord may not intentionally shut off a tenant's utilities. To do so is a misdemeanor. (188)

If a landlord has unlawfully cut off utility services, a tenant can sue the landlord in court to recover triple damages or $500, whichever is greater, plus reasonable attorney's fees. However, a tenant may recover only actual damages if:

1) In the beginning, the tenant failed to notify the landlord of the interruption of utilities. (189)
2) The landlord, once notified, had the services reinstated within a reasonable time or made a good faith effort to do so. (190)
3) The cutoff was necessary to repair or correct equipment or to protect the health and safety of the tenants. (191)

Tenants, finding their utility service cut off, should notify the landlord immediately. If service is not restored within a reasonable time, they should notify a housing inspector (if there is one available) and may bring an emergency action in court if the landlord unlawfully cuts off utilities. (192)

Loss of Essential Services

When a landlord has contracted to pay for utilities but fails to pay and the utility company gives notice that services will be cut off, or if the utilities are shut off, the tenant or a group of tenants may pay to have the services continued or reconnected and may deduct that payment from their rent. But the tenant(s) must follow certain steps.

The tenant must notify the landlord either orally or in writing of the tenant's intention to pay the utility if, after 48 hours, the landlord fails to pay. Under certain circumstances, the notice period can be shorter. For example, if the furnace stops in the middle of winter because of a lack of fuel that the landlord was supposed to provide, less than a 48-hour notice is considered reasonable. If the landlord is notified orally, written notice must be mailed or delivered to the landlord within 24 hours after the oral notice. (193)

If the landlord has not paid the natural gas, electricity, or water utility, and the service remains disconnected, the tenant may pay the amount due for the most recent billing period. (194) If the disconnected service is heating oil or propane, and the service has not been reconnected, the tenant may order and pay for a one-month supply. (195)

In a residential building with less than five units, one of the tenants may take responsibility for the gas or electric bill and establish an account in the tenant's name. Then, each month the tenant would provide receipts to the landlord and deduct from the next rental payment the amount paid to restore and pay for these utility services. By law, any payments made to a utility provider in this manner must be considered the same as rent paid to the landlord. Payments made for water, heating oil, or propane may also be deducted from rent. (196)

Utilities include natural gas, water, electricity, home heating oil and propane. (197) This law applies to all utility providers, including municipalities and cooperatives that in most cases are not regulated by the Minnesota Public Utilities Commission. (198) The utility cannot collect payment from the tenant for the landlord's past bills. Also, the utility may not refuse service to a tenant due to the landlord's failure to pay past bills. (199)

27. COLD WEATHER RULE

The Minnesota Legislature developed the Cold Weather Rule to protect a tenant (or homeowner) from having their heat source permanently disconnected in winter (October 15 through April 15) if they are unable to pay their utility bills. (200) The Cold Weather Rule is implemented by the Minnesota Public Utilities Commission. The Cold Weather Rule does not prohibit shut-offs but does provide that a utility may not disconnect and must reconnect a customer whose household income is at or below 50% of the state median income if the customer enters into and makes resonably timely payments under a mutually acceptable payment agreement. Customers whose household income is above 50% of the state median income also have the right to a payment agreement to prevent disconnection or get reconnected. (201) The Cold Weather Rule applies to all natural gas and electric utilities; it does **not** apply to delivered fuels, such as fuel oil, propane, and wood.

The Cold Weather Rule does not prevent a landlord from evicting a tenant or refusing to renew a lease that expires during this "cold weather" season.

Disconnection Notice

The Cold Weather Rule requires a utility company to notify its customers in writing before it disconnects their heat. The notice must be in easy-to-understand language and must contain the amount due, the date of the scheduled disconnection, the reasons for disconnection, and options to avoid disconnection. (202) A regulated public utility must notify a customer of disconnection at least seven working days in advance. (203) An unregulated utility—such as a cooperative or municipal utility—must notify a customer of disconnection at least 15 days in advance. (204) A disconnection may not generally happen on a Friday, Saturday, or Sunday, a holiday or the day before a holiday, while an appeal is pending, or after the close of business on the scheduled day of disconnection.

Payment Plans

A utility company must enter into payment agreements all year round, not just during the winter months. (205) Any residential customer, regardless of income or account status, may qualify for a payment agreement.

If you receive a disconnection notice or you know you cannot afford your utility bills, you must work directly with your utility company to set up a payment plan. Your utility company must consider your financial circumstances, as well as any "extenuating" circumstances, when it makes your payment plan. (206) If you agree to a payment plan, you must keep it. If your circumstances change and you can no longer afford your payment plan, you must contact your utility company and negotiate a new payment plan.

During the winter months, the Cold Weather Rule guarantees a reduced payment plan for consumers who meet certain guidelines. If you receive energy assistance or your household earns less than 50 percent of the state's median income, a public utility company cannot ask you to pay more than **ten percent** of your monthly household income toward current and past utility bills. (207) A cooperative or municipal utility can ask you to pay more than ten percent of your monthly household income, but it must consider your financial

circumstances. (208) Household income includes the income of all residents in your household but does not include any amount received for energy assistance. The state's median household income is $40,758 for a family of four.

Your Right to Appeal

If you and your utility company cannot agree on a reasonable payment plan, you have the right to appeal.

If you are a customer of a public utility, you may appeal to the Minnesota Public Utilities Commission. (209) You must ask your utility company for an appeal form. Once you receive the appeal form, you must send it to the Minnesota Public Utilities Commission within seven working days. (210) After it receives your written appeal, the Minnesota Public Utilities Commission will review it and issue a decision within 20 working days. (211) During the appeal process, your utility company cannot disconnect your heat; if you have already been disconnected, your utility company must reconnect your service. (212) If your appeal is denied, your utility company must notify you in writing at least seven days before it disconnects your service. (213)

If you are the customer of a cooperative or municipal utility, you must appeal directly to your utility company before you are disconnected. (214)

Additional Resources

If you have questions about the Cold Weather Rule, contact your local utility or call the Consumer Affairs Office of the Minnesota Public Utilities Commission at (651) 296-0406 or 1-800-657-3782. If you meet low income guidelines, you may also be eligible for energy assistance funds. Your utility company or the Minnesota Public Utilities Commission can help you get in touch with these programs.

28. TENANT'S RIGHT TO A TAX CREDIT (CRP)

Minnesota law gives tenants (depending on income and amount of rent paid) a partial refund for the property taxes they pay indirectly through their rent. (215) To be eligible a tenant must rent a property tax-paying unit. If the tenant is renting from the government, a private college, some other person, or other entity not required to pay property taxes or make payments in lieu of taxes, the tenant is not eligible for a refund.

To claim the credit, the tenant must file with the Minnesota Department of Revenue a property tax refund return form (M-1RP) and include with it a "certificate of rent paid" ("CRP") that the landlord must supply to the person who is a renter on December 31. If the renter moves prior to December 31, the owner or managing agent may give the certificate to the renter at the time of moving, or mail the certificate to a forwarding address if one has been provided by the renter. The certificate must be made available to the renter before February 1 of the year following the year in which the rent was paid. (216) If there is a disagreement between the tenant and the landlord over how much rent was paid, or if the landlord fails to provide a certificate of rent paid form, a "Rent Paid Affidavit" can be requested from the Minnesota Department of Revenue. The property tax refund return for the previous year must be filed with the Department of Revenue by August 15. Questions may be directed to the department at (651) 296-3781. TTY users call 711 for Minnesota State Relay Service.

29. DISCRIMINATION

According to Minnesota law, landlords cannot legally refuse to sell, rent, or lease housing to potential tenants, or have different rental terms, on the basis of race, color, creed, religion, national origin, sex, marital status, sexual or affectional orientation, disability, or reliance on public assistance. (217) There is one exception to this: an owner living in a one-family unit may refuse to rent part of the premises on the basis of sex, marital status, sexual or affectional orientation, disability, or reliance on public assistance. (218)

Likewise, a landlord cannot discriminate against tenants by decreasing services that have been promised in the lease. (219) It is also illegal for landlords to discriminate against people with children (this is also called "familial status"). However, there are some important exceptions to this prohibition. Landlords can refuse to rent to persons with children when:

1) The vacancy is in an owner-occupied house, duplex, triplex or fourplex (220) **or**
2) The purpose of the building is to provide housing for elderly persons. (221)

To qualify for the second exemption the housing must:

1) Be provided under a state or federal program that is specifically designed and operated to assist elderly persons. (222)
2) Be intended for and solely occupied by persons 62 years of age or older (223) **or**
3) Be intended and operated for occupancy by at least one person 55 years of age or older per unit. At least 80 percent of the units must be occupied by one person 55 years of age or older per unit, and there must be the publication of, and adherence to, policies and procedures that demonstrate an intent to provide such housing. (224)

Additionally, a landlord is unable to discriminate against a tenant who requires a service dog. Every totally or partially blind, physically disabled, or deaf person who has a service dog, or who obtains a service dog while renting, shall be entitled to full and equal access to all housing accommodations. Furthermore, the tenant shall not be required to pay extra compensation to the landlord in order to have a service dog reside in the unit; however, the tenant shall be liable for any damage done to the premises by such service dog. (225)

Complaints about discrimination may be filed with the Minnesota Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; (651) 296-5663, or toll free, 1-800-657-3704. In Minneapolis, St. Paul, and some other locations, such complaints may also be filed with municipal civil or human rights departments. (226) Tenants may also wish to consult a private attorney about discrimination.

30. HANDICAPPED-ACCESSIBLE UNIT

Minnesota law requires that a disabled person, or a family with a disabled family member, must be given priority to handicapped-equipped rental housing. This law provides that if a non-disabled person, or a family that does not include a disabled person, is living in a handicapped-equipped unit, the owner must offer to rent a non-handicapped-equipped apartment to that person or family if:

1) A disabled person or a family with a disabled family member who will reside in the apartment has signed a rental agreement for the handicapped-equipped apartment. (227)

2) A similar non-handicapped-equipped apartment in the same rental housing complex is available at the same rent. (228)

The law requires that the owner must inform non-disabled people and families that do not include a disabled family member of the possibility that they may have to move to a non-handicapped-equipped rental unit. This information must be provided before an agreement is made to rent a handicapped-equipped unit. (229)

31. LANDLORD DISCLOSURE

Landlords must provide their tenants, in writing, with the name and address of:

1) The person authorized to manage the premises. (230)
2) The owner of the premises or the owner's authorized agent (the person or entity that will be receiving any notices or demands). (231)

The addresses given must be a street address, not a post office box number because it must be an address at which papers can be served (handed to the recipient). The disclosure can be inserted in the lease or can be put in some other written form. It must also be printed or typed and posted by the landlord in some clearly visible place on the premises. (232)

The disclosure is important because the tenant must be able to contact the landlord or agent when repairs are needed or other problems arise. Also, a landlord cannot take any legal action against a tenant to recover rent or to evict the tenant unless the disclosure has been given. (233)

Tenants who move out of a rental unit, or sublet their unit without giving the owner 30 days' written notice, lose the protection of the disclosure law. (234)

32. SUBLEASING

Subleasing means another person "takes over" a tenant's unit by moving into the unit, paying rent and doing all the things the original tenant agreed to do under the rental agreement. If nothing in the lease prohibits subletting, then the tenant can sublet. This means that the new tenant takes over the old tenant's duties, including paying the rent. It is best to get these agreements in writing and signed by both parties. Still, if the new tenant does not pay the rent, or if the new tenant damages the unit or leaves before the lease is up, the original tenant will be responsible to the landlord for any damage or unpaid rent. The original tenant can sue the new tenant for these costs. Most leases say the tenant can sublet only if the landlord agrees to it. If the tenant and landlord agree to sublet, it is best to get this agreement in writing.

33. ABANDONED PROPERTY

If law enforcement has performed an eviction, the storage of a tenant's personal property is explained on page 26 of this booklet. Otherwise, the personal property a tenant leaves behind after moving out must first be stored by the landlord. The landlord can charge the tenant all moving and storage costs, however, the tenant can get his or her property back before paying the moving and storage costs. If the tenant refuses to pay the moving and storage costs, the landlord can sue the tenant to recover those costs. (235)

Sixty days after the landlord has either received a notice of abandonment, or it has become reasonably apparent that the unit has been abandoned, the landlord may sell or get rid of the property in whatever way the landlord wishes. The landlord must make a reasonable effort, however, to contact the tenant at least two weeks before the sale of the items, to let the tenant know they are being sold or disposed of. The landlord must do this either by personally giving the tenant a written notice of the sale or by sending the notice by certified mail (return receipt requested) to the tenant's last known address or likely living quarters if that is known by the landlord. The landlord must also post a notice of the sale in a clearly visible place on the premises for at least two weeks before the sale.

The landlord may use a reasonable amount of the money from the sale to pay for the costs of removing and storing the property, back rent, damages caused by the tenant, and other debts the tenant owes the landlord under an agreement. Money earned in excess of the landlord's costs belongs to the tenant, if the tenant has written and asked for it. The landlord may not withhold the tenant's property pending payment of any rent that may be owing. If the tenant has asked for the property back before the 60 day waiting period ends, the landlord must give the property back. (236)

The landlord must return the tenant's property within 24 hours after the tenant's written demand, or 48 hours (not counting weekends and holidays) if the landlord has moved the tenant's property somewhere other than the building. If the landlord or the landlord's agent does not allow the tenant to reclaim the property after the tenant has written for it, the tenant may sue for a penalty not to exceed $300 plus any damages the tenant suffered plus reasonable attorney's fees. (237)

34. EXPANDED DEFINITION OF "TENANT"

Caretakers and other individuals who exchange their services (instead of money) for rent are considered tenants. As such, these individuals are entitled to all rights and remedies provided to tenants by law. (238)

35. SMOKING IN COMMON AREAS

Minnesota's Clean Indoor Air Act prohibits smoking in all common areas within apartment buildings. (239)

36. MANUFACTURED HOME PARK RESIDENTS

Manufactured home owners who rent lots in manufactured home parks have special rights and responsibilities under Minnesota law. (240) The Minnesota Attorney General's Office publishes a brochure detailing these rights and responsibilities. To receive *The Manufactured Home Parks Handbook,* contact the Attorney General's Office as listed on page 44.

References and Resources

37. REFERENCES

Minnesota statutes can be found on the Minnesota Office of the Revisor of Statutes website at: www.leg.state.mn.us/leg/statutes.asp. Information on federal laws can be found on the Office of the Law Revision Counsel website at: http://uscode.house.gov/lawrevisioncounsel.shtml.

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44 Minn. Stat. § 504B.195, subd. 1(b) (2008).
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47 Minn. Stat. § 504B.215, subd. 2(a) (2008).
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188 Minn. Stat. § 504B.225 (2008).
189 Minn. Stat. § 504B.221, subd. (a)(1) (2008).
190 Minn. Stat. § 504B.221, subd. (a)(2) (2008).
191 Minn. Stat. § 504B.221, subd. (a)(3) (2008).
192 Minn. Stat. § 504B.381 (2008).
193 Minn. Stat. § 504B.215, subd. 3(a) (2008).
194 Minn. Stat. § 504B.381 (2008).
195 Minn. Stat. § 504B.215, subd. 3(h) (2008).
196 Minn. Stat. § 504B.215, subd. 3(b) and (i) (2008).
197 Minn. Stat. § 504B.215 (2008).
198 Minn. R. 7820.1400 (2007).
199 Minn. Stat. § 216B.096 (2008).
200 Minn. Stat. § 216B.096 (2008); Minn. Stat. § 216B.097 (2008).
201 Minn. Stat. § 216B.096, subd. 10 (2008).
202 Minn. Stat. § 216B.096, subd. 4 (2008); Minn. Stat. § 216B.097, subd. 2 (2008).
203 Minn. Stat. § 216B.096, subd. 7(c)(2) (2008).
204 Minn. Stat. § 216B.097, subd. 3(a)(4) (2008).
205 Minn. Stat. § 216B.098, subd. 3 (2008).
206 Minn. Stat. § 216B.098, subd. 3 (2008); Minn. Stat. § 216B.096, subd. 5 & 10 (2008).
207 Minn. Stat. § 216B.096, subd. 5 (2008).
208 Minn. Stat. § 216B.097, subd. 1(a)(2) (2008).
209 Minn. Stat. § 216B.096, subd. 3 (2008).
210 Minn. Stat. § 216B.096, subd. 8(b) (2008).
211 Minn. Stat. § 216B.096, subd. 8(c) (2008).
212 Minn. Stat. § 216B.096, subd. 7(c)(1) (2008).
213 Minn. Stat. § 216B.096, subd. 8(d) (2008).
214 Minn. Stat. § 216B.097, subd. 3(c) (2008).
215 Minn. Stat. § 290A.19 (2008).
216 Minn. Stat. § 290A.19 (2008).
217 Minn. Stat. § 363A.09 (2008).
218 Minn. Stat. § 363A.21, subd. 1(2) (2008).
219 Minn. Stat. § 363A.09, subd. 1(2) (2008).
220 Minn. Stat. § 363A.21, subd. 2(a) (2008).
221 Minn. Stat. § 363A.21, subd. 2(a) (2008).
222 Minn. Stat. § 363A.21, subd. 2(b)(1) (2008).
223 Minn. Stat. § 363A.21, subd. 2(b)(2) (2008).

224 Minn. Stat. § 363A.21, subd. 2(b)(3) (2008).
225 Minn. Stat. § 256C.025 (2008).
226 Minn. Stat. § 363A.06 (2008).
227 Minn. Stat. § 363A.40 (2008).
228 Minn. Stat. § 363A.40 (2008).
229 Minn. Stat. § 363A.40 (2008).
230 Minn. Stat. § 504B.181, subd. 1(1) (2008).
231 Minn. Stat. § 504B.181, subd. 1(2) (2008).
232 Minn. Stat. § 504B.181, subd. 2 (2008).
233 Minn. Stat. § 504B.181, subd. 4 (2008).
234 Minn. Stat. § 504B.181, subd. 5 (2008).
235 Minn. Stat. § 504B.271, subd. 1 (2008).
236 Minn. Stat. § 504B.271, subd. 1 (2008).
237 Minn. Stat. § 504B.271, subd. 2 (2008).
238 Minn. Stat. § 504B.001, subd. 12 (2008).
239 Minn. Stat. § 144.413, subd. 2 (2008).
240 Minn. Stat. § 327C (2008).

38. RESOURCE DIRECTORY

2-1-1 United Way First Call for Help

(651) 291-0211
For calls outside Minneapolis and St. Paul
1-800-543-7709

Alternative Dispute Resolution Services

Rochester
(507) 287-2249

Community Stabilization Project

801 Selby Avenue
St. Paul, MN 55104
(651) 225-8778
(Provides tenant organizing help)

City of St. Paul Information and Complaint Line

375 Jackson Street, Suite 220
Saint Paul, MN 55101
(651) 266-8989
www.stpaul.gov

Dispute Resolution Center

91 East Arch Street
St. Paul, MN 55130
(651) 292-7791
www.disputeresolutioncenter.org
(Serves Ramsey, Dakota, and Washington counties)

HOME Line

3455 Bloomington Avenue
Minneapolis, MN 55407
(612) 728-5767
1-866-866-3546 (Greater Minnesota)
(Serves entire state of Minnesota except the City of Minneapolis)
www.homelinemn.org

Housing Access Center
206 West Fourth Street, Room 112
Duluth, MN 55806
(218) 722-6808

Judicare of Anoka County
1201 89th Avenue NE, Suite 310
Blaine, MN 55434
(763) 783-4970
www.anokajudicare.org

Legal Aid Service of Northeastern Minnesota
Administrative office - Duluth
302 Ordean Building
424 West Superior Street
Duluth, MN 55802
(218) 726-4800
(218) 726-4826 (TTY)
1-800-622-7266
www.lasnem.org
(Serves Carlton, Cook, Lake and Southern St. Louis counties)

Local offices
Brainerd
14091 Baxter Drive, Suite 116
Baxter, MN 56425
(218) 829-1701
1-800-933-1112
(Serves Aitkin, Cass, and Crow Wing counties)

Grand Rapids
350 NW 1st Avenue, Suite F
Grand Rapids, MN 55744
(218) 322-6020
1-800-708-6695
(Serves Itasca and Koochiching counties)

Pine City
235 Main Street South
Pine City, MN 55063
(320) 629-7166 (voice/TTY)
1-800-382-7166
(Serves Kanabec and Pine counties)

Virginia
Olcott Plaza, Suite 150
820 North Ninth Street
Virginia, MN 55792
(218) 749-3270 (voice/TTY)
1-800-886-3270
(Serves northern St. Louis County)

Legal Aid Society of Minneapolis
Downtown Minneapolis
430 First Avenue North, Suite 300
Minneapolis, MN 55401-1780
(612) 332-1441
(612) 334-5970 (New Clients)
(612) 332-4668 (TTY)
www.midmnlegal.org
(Serves Hennepin County)

Northside Office
125 West Broadway, Suite 105
Minneapolis, MN 55411
(Serves North and Northeast Minneapolis)

Southside Office
2929 Fourth Avenue South, Suite 201
Minneapolis, MN 55408
(Serves South Minneapolis)

Legal Assistance of Olmsted County
1136 Seventh Street NW
Rochester, MN 55901
(507) 287-2036
www.laocmn.org

Legal Services Advocacy Project
Midtown Commons
2324 University Avenue West, Suite 101
St. Paul, MN 55114
(651) 222-3749
www.lsapmn.org

Legal Services of Northwest Minnesota, Inc.

Moorhead
Administrative Office
1015 Seventh Avenue North
P.O. Box 838
Moorhead, MN 56560
(218) 233-8585
1-800-450-8585 (clients only)
legalaid@lsnmlaw.org
(Serves Becker, Clay, Kittson, Marshall, Norman, Pennington, Polk, Red Lake, Roseau, and Wilkin counties)

Alexandria Legal Services
1114 Broadway
Alexandria, MN 56308
(320) 762-0663
1-800-450-2552
legalaid@lsnmlaw.org
(Serves Douglas, Grant, Otter Tail, Pope, Stevens, Traverse, and Wadena [no seniors] counties)

Bemidji
215 Fourth Street NW
P.O. Box 1883
Bemidji, MN 56619
(218) 751-9201
1-800-450-9201
legalaid@lsnmlaw.org
(Serves Beltrami, Clearwater, Hubbard, Lake of the Woods, and Mahnomen counties)

Anishinabe Legal Services
411 1st Street NW
P.O. Box 157
Cass Lake, MN 56633
(218) 335-2223
1-800-422-1335
info@alslegal.org
(Serves Indian and non-Indian residents of Leech Lake, Red Lake, and White Earth reservations)

LSS HOUSING SERVICES

2414 Park Avenue
Minneapolis, MN 55404
1-888-577-2227
www.cccs.org

Mediation Services for Anoka County

2520 Coon Rapids Boulevard, Suite 100
Coon Rapids, MN 55433
(763) 422-8878
www.mediationservice.org
(Serves Anoka County)

Mid-Minnesota Legal Assistance

Cambridge
East Central Legal Service
1700 East Rum River, Suite B
Cambridge, MN 55008
(763) 689-2849
1-800-622-7772 (clients only)
www.midmnlegal.org
(Serves Chisago and Isanti counties; also serves senior citizens in Anoka, Kanabec, Mille Lacs, and Pine counties)

St. Cloud
St. Cloud Area Legal Services
830 West St. Germain, Suite 300
P.O. Box 886
St. Cloud, MN 56302
(320) 253-0121 (voice/ TTY)
1-888-360-2889 (voice/TTY clients only)
(Serves Benton, Mille Lacs, Morrison, Sherburne, Stearns, Todd, and Wright counties)

Willmar
302 SW 5th Street, Suite 202
P.O. Box 1866
Willmar, MN 56201-1866
(320) 235-9600
(320) 235-9602 (TTY)
1-888-360-3666 (clients only)
(Serves Big Stone, Chippewa, Kandiyohi, Lac Qui Parle, Lincoln, Lyon, Meeker, Renville, Swift, and Yellow Medicine counties)

Minneapolis Housing Services Office
Public Service Center
250 South 4th Street, Room 510
Minneapolis, MN 55415
(612) 673-3000
www.ci.minneapolis.mn.us/residents/housing.asp
(Serves Minneapolis)

Conflict Resolution Center
2101 Hennepin Avenue South, Suite 100
Minneapolis, MN 55405
(612) 822-9883
www.mplsmediationprogram.org
mplsmediation@mtn.org
(Serves Minneapolis, St. Anthony, Edina, Bloomington, Burnsville, Richfield, and Eden Prairie)

Minnesota Multi Housing Association
1600 West 82nd Street, Suite 110
Bloomington, MN 55431
(952) 854-8500 (MHA Hotline)
www.mmha.com

Community Mediation Services, Inc.
9220 Bass Lake Road, Suite 270
New Hope, MN 55428
(763) 561-0033
www.mediationprogram.com
(Serves Brooklyn Center, Brooklyn Park, Champlin, Corcoran, Golden Valley, Hopkins, Maple Grove, Minnetonka, Mound, New Hope, Orono, Plymouth, Robbinsdale, and St. Louis Park)

Southern Minnesota Regional Legal Services
Administrative office
166 East 4th St., Suite 200
St. Paul, MN 55101
(651) 228-9823
St. Paul Telephone Intake : 651-222-4731
St. Paul Seniors Intake : 651-224-7301
Rural Counties Telephone Intake: 1-888-575-2954
smrls.administration@smrls.org
www.smrls.org

Local offices
Albert Lea
132 North Broadway Avenue
Albert Lea, MN 56007
(507) 377-2831
1-800-223-0280 (clients only)
1-888-575-2954 (new clients)
albertlea@smrls.org
(Serving Faribault, Freeborn, Mower, Rice, and Steele counties.)

Mankato
12 Civic Center Plaza, Suite 3000
P.O. Box 3304
Mankato, MN 56002-3304
(507) 387-5588
1-800-247-2299 (clients only)
1-888-575-2954 (new clients)
mankato@smrls.org
(Serves Blue Earth, Brown, Martin, McLeod, Nicollet, LeSueur, Sibley, Waseca, and Watonwan counties)

Rochester Office
903 W Center Street, Suite 130
Rochester, MN 55902
(507) 292-0080
1-866-292-0080 (clients only)
1-888-575-2954 (new clients)
rochester@smrls.org

St. Paul Central Office
166 East 4th Street, Suite 200
St. Paul, MN 55101
(651) 222-5863
(651) 222-4731 (new clients)
(651) 224-7301 (new senior clients)
central@smrls.org
(Serving Carver, Dakota, Ramsey, Scott, and Washington counties)

Shakopee Office
712 Canterbury Road South
Shakopee, MN 55379
(952) 402-9890
(651) 222-4731 (new clients)
shakopee@smrls.org
(Serves Carver, Dakota, and Scott counties)

Southern Minnesota Regional Legal Services (cont.)

Eastside and American Indian Branch Office
579 Wells Street, #100
St. Paul, MN 55130
(651) 222-5863
(651) 222-4731 (clients only)
eastside@smrls.org

Winona
66 East Third Street, Suite 204
Winona, MN 55987-3478
(507) 454-6660 (voice or TTY)
1-800-372-8168 (clients only)
1-888-575-2954 (new clients)
winona@smrls.org
(Serves Dodge, Fillmore, Goodhue, Houston, Olmstead, Wabasha, and Winona counties)

Worthington
421 Tenth Street
Worthington, MN 56187
(507) 372-7368
1-800-233-0023 (clients only)
1-888-575-2954 (new clients)
worthington@smrls.org
(Serves Cottonwood, Jackson, Murray, Nobles, Pipestone, Redwood, and Rock counties)

Minnesota Family Farm Law Project

12 Civic Center Plaza, Suite 3000
P.O. Box 3304
Mankato, MN 56002-3304
(507) 387-1211

Refugee, Immigrant, and Migrant Services St. Paul

450 North Syndicate Street, Suite 285
St. Paul, MN 55104
(651) 291-2837
(651) 255-0797
1-800-652-9733 (clients only)
rims@smrls.org

Rochester
903 West Center Street, Suite 130
Rochester, MN 55902
(507) 292-0080
1-866-292-0080 (for clients)
Rochester office: citizenship.rochester@smrls.org

Fargo
118 Broadway, #616
Fargo, ND 58102-4944
(701) 232-8872
1-800-832-5575 (clients only)
e-mail: fargo.migrant@smrls.org

Housing Alliance Law Office (HALO)

798 East 7th Street
St. Paul, MN 55106
(651) 771-9323

Minnesota Tenants Union

15 East 22nd Street
Minneapolis, MN 55404
(612) 871-7485

39. ADDITIONAL CONSUMER INFORMATION

Consumer Questions or Complaints

The Attorney General's Office answers questions regarding numerous consumer issues. The Attorney General's Office also provides mediation to resolve disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's civil laws.

If you have a consumer complaint, please contact the Attorney General's Office in writing:

Minnesota Attorney General's Office
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

Citizens can also receive direct assistance from a consumer specialist by calling:
651-296-3353 or 1-800-657-3787
TTY: 651-297-7206 or TTY: 1-800-366-4812
(TTY numbers are for callers using teletypewriter devices.)

Additional consumer publications are available from the Attorney General's Office. Contact us to receive copies or preview the publications on our website: www.ag.state.mn.us.

- The Car Handbook
- Citizen's Guide to Home Building and Remodeling
- Conciliation Court
- The Credit Handbook
- Credit Reports
- Guarding Your Privacy: Tips to Prevent Identity Theft
- The Home Buyer's Handbook
- The Home Seller's Handbook
- Landlords and Tenants: Rights and Responsibilities
- Managing Your Health Care
- The Manufactured Home Parks Handbook
- Minnesota's Car Laws
- Private Mortgage Insurance Fact Sheet
- The Phone Handbook
- Probate and Planning: A Guide to Planning for the Future
- Reducing Unwanted Calls and Junk Mail
- Senior's Legal Rights
- Veterans and Service Members
- Other consumer bulletins

From the Office of
Minnesota Attorney General
Lori Swanson

Consumer Protection
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

Landlords and Tenants: Rights and Responsibilities