



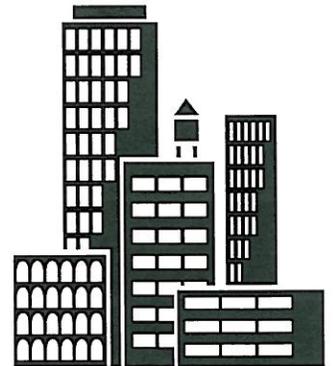
BASIC INFORMATION FOR TENANTS

LOOKING FOR AN APARTMENT

- Ask the landlord you have now to give you a good reference. If they will not, get a letter of recommendation from someone else, like a pastor or community leader.
- Never rent an apartment you have not seen. Make sure you are looking at the one you would be renting. Do not let a landlord show you one “just like it.”
- Do not pay an application fee unless you have a good chance of getting the apartment. If you have any bad information in your rental or credit history, tell the landlord about it before you pay the fee. Minnesota has a law that before a landlord takes an application fee, they have to give you a written copy of the things they look for in a tenant (selection criteria). The landlord cannot cash more than 1 application fee at a time for a unit. You have to get your money back if the unit is taken by a person who applied before you or if you are turned down for any reason not on their list of criteria.

Keep all of your papers about the application and sue in conciliation court if the landlord breaks this law. See our fact sheet [C-1 Conciliation Court](#).

- If a landlord uses a tenant screening agency, they must tell you its name, address, and phone number before taking an application fee. They have to give you a receipt for the fee. If they don't, ask for one.
- A landlord cannot collect a fee to get a report from a screening agency if no unit is available. If a landlord collects a screening fee but does not use it for screening, the money must be returned to you.
- If you are turned down because of information in a tenant screening report, contact the tenant screening agency. Get a copy of their report. You have the right to correct any mistakes. See our fact sheet, [H-4 Tenant Screening](#).
- You have the right to be treated equally. For example, it is illegal for a landlord to turn you down because you are a person of color, a person with a disability, a person who gets welfare, or a parent with children. If you suspect discrimination, call your legal aid office right away. See our fact sheet, [H-6 Housing Discrimination](#).
- NEVER pay a security deposit **before** you sign the lease.
- Some landlords ask for a “pre-lease deposit” to hold the apartment for you before you sign the lease. This is different from a security deposit. A landlord can't collect a “pre-lease deposit” without a written agreement. The agreement should say if and when you get the deposit money back. See our fact sheet, [H-3 Looking for an Apartment](#).



SIGNING A LEASE

- Read the lease before you sign it! The landlord must give you a copy.
- Do not sign a lease until you have inspected the apartment. Make a list of anything that is dirty, damaged, or broken. Ask the landlord to sign the list and agree to fix any problems. Save a copy.
- The landlord must use a written lease if there are 12 or more units in the building.
- Unless you want to move again soon, you are better off with a written, one-year lease than renting month-to-month.
- You can bargain with your landlord to change the lease before you sign it. You should both put your initials by any change that is made.
- The landlord must give you their business street address. A P.O. Box is not good enough.
- When your lease runs out (usually after 1 year), you should sign a new lease, unless your lease states that it automatically renews. If you do not sign a new lease, you will be renting month-to-month, and the landlord can ask you to leave with only a month and a day's notice.



FAMILY VIOLENCE AND BREAKING A LEASE

If you or one of your children is a victim of domestic abuse and you think the abuse will continue if you stay in the unit, you can end the lease early. If you want to end early there are things you must do:

- you must get an order for protection or no contact order against the abuser.
- you must give the landlord a written notice before moving, stating that you are (or one of your children is) a domestic abuse victim and you fear imminent abuse from the abuser, that you need to end the lease, and the date the lease will end.
- you must include a copy of the order for protection or no contact order.

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

You will still owe rent for the month you end the lease. You will also need to pay a charge for ending the lease early. This charge is the same amount as one month's rent, and must be paid before you move.

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

See our fact sheet [*H-23 Victims of Domestic Violence: Your Right to Break Your Lease.*](#)

PAYING RENT

- Always get a receipt for your rent payment. The landlord has to give you a receipt for rent paid in cash within 3 days. The receipt should have the date, the amount, and the landlord or manager's signature. It does not have to be on a special form.
- In most leases, the rent is due on the first of the month. If you do not pay it, the landlord can charge you late fees or file an eviction case, also called an unlawful detainer or UD.
- Always pay your rent on time. Your rent is your most important bill that you pay. Never count on a landlord to be patient and wait for it.
- If you have a written lease, that will tell you when the landlord can raise the rent. If you do not have a written lease, then the landlord can raise the rent if they give you a month and a day's written notice.



IF YOU HAVE ROOMMATES

- Be very careful in choosing roommates. If your roommate does not pay the rent, you still have to pay it. If your roommate breaks the lease, you can be evicted.
- If you have a written lease, it probably says that you cannot add a new roommate without your landlord saying it is ok. Even without a written lease, it is a good idea to get the landlord's permission.
- If your name is on a utility bill, the company can charge you for the whole bill. If your name is not on the bill, you should not be charged. But the utility companies try to keep track of residents and previous addresses. If you move they might charge you for the service later, at your new home.
- If you move out, be sure the landlord agrees, in writing, to take you off the lease. Otherwise, you can still be charged for the rent. Make sure your name is taken off all utilities, too.
- See our fact sheet, [H-5 Roommates](#).

PRIVACY

- The landlord can only enter your apartment for a business reason or an emergency.
- If it is not an emergency, the landlord must make a good faith effort to give you "reasonable" notice.
- If the landlord enters without giving you notice first, and you are not home, they must leave a note.
- If the landlord breaks this law, you can sue to get rent money back and/or to be let out of your lease.
- Sexual harassment by a landlord, caretaker, manager, or security guard is illegal.
- See our fact sheet, [H-19 Can My Landlord Enter My Home?](#)



REPAIRS

- When you need repairs, call your landlord right away. Do not let it wait.
- If it is an emergency (like no heat, no power or water, no hot water, broken toilet, or an intent to condemn notice), call your legal aid office right away. Ask about an Emergency Tenant Remedy Action. See our fact sheet, [H-12 Emergency Repair Problems](#).
- If it isn't an emergency, write the landlord a letter listing the problems. Keep a copy of the letter. If s/he does not fix them within 14 days, call your legal aid office and ask about a Rent Escrow case. With a Rent Escrow case, you pay your rent into court. The court can order repairs and return some of your rent to you. See our fact sheet, [H-11 Getting a Landlord to Make Repairs](#).
- Do not withhold payment of your rent. Do not make repairs and then deduct the cost from your rent.
- You can also sue your landlord in Conciliation Court to get money back for repair problems you have had in the past. You can sue after you move out, but you will need proof that the landlord knew about the problems but did not fix them. See our fact sheet [C-1 Conciliation Court](#).

LOCK-OUTS AND SHUT-OFFS

- The only way for a landlord to evict you is to file a court case called an eviction. The landlord can't change the locks, move your property, shut off utilities, or do anything else to force you out of the apartment without going to eviction court first.
- If you get locked out, call your landlord and explain that a lockout is a crime under Minnesota Statute 504B.225. If they do not let you back in, call the police. If that does not work, call your legal aid office.
- You can file a Lock-Out case in court to be let back in. If the landlord locked you out, shut off your utilities or acted in "bad faith," you can get \$500 plus attorney fees. You can also sue for this later in Conciliation Court. See our fact sheet [C-1 Conciliation Court](#).
- See our fact sheet, [H-17 Lock-Outs and Shut-Offs are Illegal](#).



EVICCTIONS

- If you are being evicted, read our fact sheet, [H-26 Evictions](#). Call legal aid right away.
- Your landlord can file an eviction if you don't pay the rent on time, if you break the lease, or if you stay in the apartment after you were given proper notice to leave.
- You must get the court papers at least 7 days before the hearing.
- Go to court and be on time, or you will lose by default. Go to court even if all you want is more time to move out.

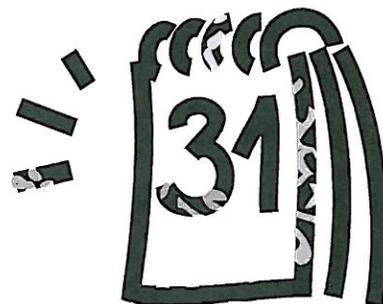
- If you lose, the most time the court can give you to move out is 7 days.
- If you owe rent money and late fees, you must bring them to court. If you pay all of this money in court, you will not be evicted. The court papers may list the amount of the landlord's filing fee. If not, call the court to find out. You must pay the filing fee also but you can ask for up to 7 days to pay.
- If you held back rent because of repair problems, you must bring all the money to court in cash, money order or cashier's check. You will not need the late fees or filing fees but you **will** need to pay all of the rent into court and prove that your landlord failed to make repairs.

EXPUNGEMENTS

- The court record of an eviction case is public when it is first filed. Tenant screening companies can report it for 7 years. It is hard, but not impossible, to have the court record erased or "expunged" so tenant screening companies cannot report it.
- When you go to court in an eviction, ask the court to expunge the record if you win the case or settle it with an agreement.
- If you lose in eviction court, it is not likely that the court will expunge it.
- If there is an old eviction case on your record, and you won or settled it but it is keeping you from getting housing, contact your court about expunging it.
- You also have the right to give an explanation of any eviction to a tenant screening company. They have to put your explanation (up to 100 words) in any report they send out.
- See our fact sheet, [*H-27 Expunging Evictions*](#).

MOVING OUT

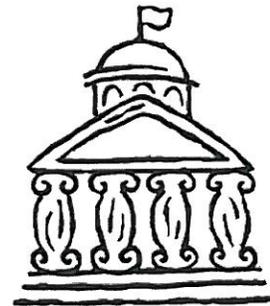
- If you do not have a written lease, you are probably renting month-to-month. Your landlord can ask you to leave if they give you 1 month and 1 day's written notice. In other words, if they want you out by July 31, you must get the notice by June 30.
- If you have a written lease and want to move out, check your lease to see how much notice you must give. If you do not have a lease, you must give at least 1 month plus 1 day **written** notice. The landlord must get the notice by the deadline. Keep a copy of the notice you send.
- You cannot use your security deposit for the last month's rent. If you do, you can be evicted in the middle of the month. You can only skip paying the last month's rent if you paid it in advance when you moved in.
- You must leave the apartment clean. Have the landlord or caretaker inspect it when you move out and sign a paper saying that it is completely clean and undamaged. It is a good idea to take photos.



- If you want to move out before your lease is up, talk to your landlord right away. You may be able to work something out, especially if you can find a new tenant for them. Otherwise, you could have to pay the rent until the end of the lease.
- If you have to move out because of repair problems or other problems that are the landlord's fault, keep proof of the problems and what you did to get the landlord to fix them. Send a letter to the landlord. Then you can argue that you should not have to pay rent after you have moved.
- If you were evicted or moved out and left some of your belongings behind, see our fact sheet [H-30 Getting Property Back After You Move Out](#).

SECURITY DEPOSITS

- The landlord must return your deposit within 21 days. If they do not return all of it, they have to send you a letter explaining why.
- The interest rate is 1%. At 1%, a deposit of \$500 earns about \$5 interest per year.
- The landlord can only deduct for damages, unpaid rent, and fees that you agreed to (like cleaning charges for things you left dirty, fees for lost keys, etc.) The landlord cannot charge you for "ordinary wear and tear."
- If your landlord will not return the deposit, you can sue in Conciliation Court. See our fact sheets [H-29 Security Deposits](#) and [C-1 Conciliation Court](#).



To find other Legal Aid Society materials, including any fact sheets mentioned in this document, go to www.lawhelpmn.org/LASMfactsheets.