



Apartment Living & the Law

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After You Sign the Lease:

1. Keep an original signed copy. Your lease is the most important set of rules to follow if you have a problem or disagreement.
2. When you move in, make a checklist of the apartment conditions. Have the manager sign it and keep a dated copy. This checklist can be important evidence in any dispute over deductions for repairs when you move out.
3. Keep your rent payment current. You should not withhold rent unless advised to do so by an attorney. Failure to pay rent may make you subject to eviction and liable for late payment fees and court costs.

If Anything Needs to be Repaired:

1. The law requires apartment owners and managers to keep the apartment and common areas, such as hallways, in reasonable repair. Repairs will be the obligation of the management, unless the parties have specifically agreed for the tenant to do some repair work (and the tenant is receiving some benefit for this work) or the repair was occasioned by the misuse or wrongful action of the tenant or the tenant's guests.
2. The law does not require apartment owners to make cosmetic changes, such as wallpapering or painting, unless existing conditions are faulty, such as chipped or peeling paint. To comply with the repair obligations set by statute, management must keep the apartment up to any applicable codes set by the state or local authorities.
3. To request a repair, a tenant should notify the owner or manager of the problem - preferably in writing. If you don't receive a response within a reasonable time, notify management orally and in writing. If you still don't get a response, you may have legal grounds to withhold rent, terminate your lease, or seek a court order to require repairs. The City Housing Inspector's office can be of some help if the condition violates the housing code. In emergency situations where management is not making essential repairs, an action may be brought in court or before local authorities to arrange for such repairs to be made. These emergency hearings can usually be held within three to ten days.

If You Have Not Paid Rent:

1. Unless you and the management agree to an extension giving you extra time to pay your rent, you can be evicted for nonpayment of rent. An eviction proceeding can be started against you the day after your rent payment is due. Although you can stop the eviction proceeding by paying your rent, additional court costs and fees must also be paid.
2. You can be sued for unpaid rent. If your lease provides for a late fee or attorney's fees, management may also recover these. If you move out of your apartment before the lease ends,

management may recover the actual amount of rent lost on the apartment before the lease ends or the apartment is re-rented, whichever comes first.

To Assure Return of Your Security Deposit:

1. Before you terminate your lease, give the advance written notice required by your agreement.
2. You must stay for the full term of the lease.
3. You must give written notice of your forwarding address.
4. You must not be delinquent in your rent, or any other amounts due, when you move out.
5. The premises should be left in clean condition.
6. You cannot deduct the amount of the security deposit from your last month's rent. If you do, you can be sued for twice the amount of any sums the manager would be entitled to take from the security deposit.
7. Return any keys, garage door openers or other property that go with the apartment to the management.
8. Go through the apartment with the manager to check its condition against your "move-in" checklist. Within 21 days of your termination, your security deposit must be returned to you or you will receive an explanation of deductions. If you don't receive a refund or explanation within the 21-day period, you may sue for the amount withheld, plus penalties.

What Can Be Deducted from the Security Deposit?

1. Charges for damages, breakage, or missing items which should have been left in the apartment. You are responsible for damages resulting from negligence, carelessness, accident, or excessive wear on your part. You are not responsible for "normal wear and tear."
2. Unpaid rent and other unpaid charges listed in your lease, such as those for late rent payment, returned checks, unreturned keys, etc.
3. The reasonable cost of cleaning if you fail to properly clean before you leave. Many managers will give you written cleaning instructions to follow.
4. Any deductions must be explained in the written description you are to receive within 21 days after you leave. If you do not receive this notice within 21 days, call your former manager before going to court. Frequently, security deposit checks are not received because of uncertainties about a tenant's new address. Many minor problems like these can be resolved without legal action.

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This guide is an introduction to the laws of apartment living in Minnesota. Like any discussion of the law, special problems may need special attention. Public housing or government assisted housing has special additional rules that are not covered here. If you have additional questions, you can call the Minnesota Multi Housing Association's (MHA) Hotline at (952) 858-8222, look at the MHA website www.mmha.com, or you may want to talk to an attorney.



Steps in the Eviction Process

1. Manager files eviction lawsuit (called an unlawful detainer) with the court. The suit papers are served on the resident.
2. Within seven to fourteen days after the resident receives a copy of the lawsuit, a hearing is held in court.
3. At the hearing, the resident has an opportunity to present any defenses to the eviction action. Defenses can include proof that the tenant did not breach the lease as alleged in the complaint or proof that the rent is withheld for the manager's failure to make repairs or other defenses.
4. Where defenses are raised, the court may hold the trial on the date of the hearing or set a trial date within the next seven days. Usually, the resident will be required to post any rent due with the court before the trial.
5. If the owner wins, the court gives the resident from one to seven days to move out.
6. If the resident does not move voluntarily, the sheriff will supervise moving the tenant and his or her belongings.

TEST YOUR KNOWLEDGE

TAKE THIS SIMPLE QUIZ ON LANDLORD/TENANT LAW

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| 1. A landlord can NEVER come into your apartment without your permission. | TRUE or FALSE |
| 2. You are entitled to interest on your deposit. | TRUE or FALSE |
| 3. You cannot be asked to move in the winter. | TRUE or FALSE |
| 4. An owner or manager cannot refuse to rent to you because of your race, creed, sex, marital status or national origin. | TRUE or FALSE |
| 5. After you sign your lease, you are entitled to have anyone you like share your apartment with you. | TRUE or FALSE |



ANSWERS

1. **FALSE.** Most leases or rental agreements provide that a landlord can enter the apartment to inspect it, make repairs, or show the apartment and building to prospective new tenants or buyers. Even without such a term in the lease, the law and common sense recognizes the need for a landlord to enter a tenant's premises to make inspections and necessary repairs. The law requires landlords to attempt to give tenants reasonable notice before they need to enter the apartment. But advanced notice is not required in all cases. There is no law requiring that a landlord give 24 hours notice before entering an apartment. When entry occurs without advance notice and when the tenant is not present, the landlord must provide written disclosure of the entry.
2. **TRUE.** Minnesota law requires the landlord to return a tenant's deposit, minus any allowable deductions, together with the current interest rate of one percent per annum. The law does not apply, however, if the interest due on the deposit is less than \$1.
3. **FALSE.** If the tenant has a term lease, the landlord cannot ask the tenant to move during the lease term unless the tenant breaches the lease, such as failing to pay rent. Where there is no lease for a set period, and rent is paid monthly, there is no law providing that a landlord cannot give the tenant one month's notice to move during the winter.
4. **TRUE.** State, local, and federal discrimination laws prohibit landlords from denying housing to individuals on the basis of race, creed, color, sex, religion, familial status, or disability. In Minnesota, housing cannot be denied on the basis of marital status, status with regard to public assistance or affectional preference. However, individuals belonging to these groups, like all tenants, can still be screened. If housing is denied to a person based on a valid, non-discriminatory reason, the discrimination laws are not violated.
5. **FALSE.** Most leases require management's consent before a new person can move into your apartment. This requirement may be found in a paragraph prohibiting subletting or providing that all tenants must sign a lease. If an unauthorized resident stays in your apartment, it may be a breach of your lease and grounds for eviction. Generally, a new resident will be permitted by management if the new person fills out an application and signs a lease.