

RESIDENTIAL LEASE | KEY TERMS

Reusable fillable template based on the supplied Minnesota lease

Complete every applicable field. Review all lease terms and attachments before signing.

Landlord legal name	
Property address / unit	
Tenant legal name(s)	
Lease start date	
Lease end date	
Monthly base rent (\$)	
Mandatory monthly fees (\$)	
Total Monthly Payment (\$)	
Security deposit (\$)	
Partial-month rent (\$)	
Partial-month period / calculation	
Full month paid upfront (\$)	
Full-month payment covers	
Amount due at signing (\$)	
Amount due at move-in (\$)	
Rent due day / payment method	
Maintenance / emergency contact	
Selected addenda / other terms	

FORM NOTES: Blue boxes are fillable. Repeated fields with the same label share a value. Amounts are entered manually; confirm all totals. Existing lease clauses are retained and need review for the new tenancy. Signature boxes accept typed names; use your electronic signing service for a recorded signing process. Reference materials follow the lease.

Table of Contents

Documents incorporated into, and attached as part of, this Lease agreement are selected below:

Basic Terms & Additional Terms

Parking Addendum

Rules Addendum

Lead Based Paint Hazard Disclosure

Protect Your Family from Lead in Your Home Pamphlet

Landlord and Tenant Handbook

Occupancy Restrictions Addendum

This Residential Lease (**Lease**) is entered into on the date of the last signature below (the **Effective Date**) between
 (**Landlord**) and
 (**Tenant**)
for (**Property**).

Landlord hereby leases the Property to Tenant, subject to the terms and conditions of this Lease:

1. Basic Terms

1.1. AMOUNTS DUE FROM TENANT UPFRONT

1.1.1. Refundable Deposit

\$ Security Deposit due at Start Date ([Section 1.7](#) below)

1.1.2. Rent for First Month

\$ Prorated Monthly Rent for partial first month of the Term due at Start Date (See [Section 1.5](#) below)

\$ Monthly Rent for full first month of the Term due at Start Date (See [Section 1.5](#) below)

1.1.3. Total Due Upfront

\$ due at signing.

\$ due at Start Date.

1.2. ADDITIONAL OCCUPANT INFORMATION

The following additional occupants (**Occupants**) may occupy the Property.

Additional Occupant Name	Age
<input type="text"/>	<input type="text"/>

1.3. PROPERTY

Property Location
<input type="text"/>

The Property is a unit in a multifamily residence located at .

The Property includes all appliances, fixtures, and equipment installed on the Property as of the Start Date (as defined below), including the following:

Refrigerator; Oven/Range; Microwave; Dishwasher; Clothes washer; Clothes dryer; Window A/C.

1.4. TERM

Fixed Term. The term of this Lease (**Term**) will begin on (**Start Date**) and end on (**Expiration Date**). Neither Landlord nor Tenant is obligated (and neither has any right) to unilaterally renew or extend the Term of this Lease. If Landlord accepts Tenant's payment of the Monthly Rent otherwise due under this Lease for the month after the end of the Term, then this Lease will be deemed to continue on a month-to-month basis on the same

terms and conditions as contained in this Lease. In such event, either Landlord or Tenant may terminate the month-to-month tenancy as of the last day of any calendar month by giving at least 30 days' written notice of termination to the other party.

1.5. RENT

1.5.1. Base Rent; Monthly Rent

Tenant is responsible for paying monthly rent for the use and occupancy of the Property (**Base Rent**) and all other fixed rent and fixed charges described in this Lease (collectively, **Monthly Rent**) on the **1st** day of each month (**Monthly Rent Due Date**). The Monthly Rent is \$. First month's Monthly Rent is due on the Start Date.

1.5.2. Additional Rent

Any amount Tenant may be required to pay Landlord or any other party under this Lease in addition to Monthly Rent will be additional rent (**Additional Rent**). The Monthly Rent and any Additional Rent are collectively referred to as "**Rent**".

Additional Rent includes, without limitation:

- Any applicable charges for utilities and/or other services to the Property, in amounts that vary by month (**Variable Charges**), payable to Landlord within **15** days of billing.
- The cost of utilities required to be arranged for and paid by Tenant directly to the service provider.
- The Insufficient Funds Fee is variable.
- The Late Fee is \$5 .

1.5.3. Manner of Payment

All Rent payable to Landlord must be paid by one of the following:

Online payments with Zillow Payments.

1.5.4. Rent Summary

Tenant's Rent responsibilities are summarized below:

	Monthly Rent
Base Rent	\$ <input type="text"/>
Parking Rent Section 1.9	N/A
Storage Rent Section 1.10	N/A
Pet Rent Section 1.11	N/A
Electricity Section 1.6.1	Tenant pays <input type="text"/>
Natural Gas Section 1.6.2	Included in Base rent
Heating Oil	N/A
Heat Section 1.6.3	Included in Base rent
Water/Sewer Section 1.6.4	Included in Base rent
Trash Removal Section 1.6.5	Included in Base rent
Landscaping Section 1.6.7	Included in Base rent
Telephone	N/A
Cable TV	N/A
Internet	N/A
Homeowner/Condominium Assessment	N/A
TOTAL	\$ <input type="text"/>

1.6. UTILITIES AND SERVICES

Landlord and Tenant agree that utilities and other services will be provided and paid for as outlined below:

1.6.1. Electricity

Tenant will arrange and pay for the cost of electrical service for the Property directly to the service provider. The name of the Property's electrical service provider is: .

1.6.2. Natural Gas

Landlord will provide natural gas service to the Property and the cost is included in Base Rent.

1.6.3. Heat

Landlord will provide heat to the Property and the cost of heat is included in Base Rent.

1.6.4. Water and Sewer

Landlord will provide water and sewer service to the Property and the cost is included in Base Rent.

1.6.5. Trash Removal

Landlord will provide regular trash removal service for the Property and the cost is included in Base Rent. Receptacle(s) for collecting trash are provided by Landlord. Tenant is responsible for depositing trash in the receptacles provided.

1.6.6. Snow Removal

Landlord will provide snow removal services for the following areas: **Common sidewalk; Main exterior stairs; Secondary stairs; Common driveway; Drive lanes; Parking space(s).**

1.6.7. Landscaping

Landlord will provide the following landscaping services: **lawn care**. The cost of landscaping services is included in Base Rent.

1.7. SECURITY DEPOSIT

Tenant is required to pay a security deposit to Landlord on the Start Date. The security deposit is \$ (**Security Deposit**). [Section 2.4](#) of this Lease contains terms relating to the Security Deposit.

1.8. TENANT INSURANCE

Tenant is not required to maintain renter's insurance during the Term.

1.9. PARKING

Tenant may park in areas designated by Landlord on Building grounds (**Parking Area**) and the cost of parking is included in the Base Rent. An addendum (**Parking Addendum**) is attached to this Lease which sets forth the specific terms of, and limitations on, Tenant's parking rights. Except as expressly permitted in the Parking Addendum, neither Tenant nor any other Occupants is allowed to park, or permit any of their guests or invitees to park, on the Building grounds.

1.10. STORAGE SPACE

No storage room/storage locker (including any common areas) or other area exterior to the Property is provided for in this Lease.

1.11. PETS

Except as required by law, no pets or animals of any kind are permitted in the Property or, if applicable, common areas of the Building or on Building grounds. Landlord will, however, review any requests from Tenant or any Occupants with disability-related needs for reasonable accommodations for service and assistance animals at the Property as required by applicable law.

1.12. ADDITIONAL RULES

Tenant's use and occupancy of the Property is subject to the following policies, rules, regulations, covenants, restrictions and other matters of record attached to this Lease:

Any Landlord specified rules governing use of the Property (**Rules Addendum**).

Not applicable

1.13. SMOKING POLICY

Smoking means: (i) inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation including hookahs or any similar product, whether natural or synthetic, in any manner or in any form; or (ii) use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.

Smoking is not allowed in the Property and, if applicable, all common areas of the Building and on Building grounds.

In addition to any other remedies Landlord may have under this Lease or at law, Landlord may charge Tenant a fee of up to \$250 for a second and subsequent violations if Tenant smokes in a clearly designated non-smoking Property or area of the Building or Building grounds.

2. Additional Terms

2.1. PROPERTY CONDITION

Tenant has examined the Property, either in person or virtually, prior to signing this Lease and, as of the date of this Lease, is satisfied with its condition and appearance (**Existing Condition**). Landlord will deliver possession of the Property to Tenant on the Start Date in the same or better condition as the Existing Condition, except for ordinary wear and tear.

2.2. POSSESSION

In the event Landlord cannot deliver possession of the Property to Tenant by the Start Date, through no fault of Landlord, this Lease will continue in full force but Tenant, as Tenant's sole remedy, will not be obligated to pay the Monthly Rent (prorated based upon a 30-day month) for the period that Tenant is unable to take possession. If Landlord fails to deliver possession of the Property by the 30th day following the Start Date, Tenant may terminate this Lease by written notice delivered to Landlord at any point before actual possession of the Property is delivered to Tenant, in which event all amounts paid to Landlord by Tenant will be returned and both parties will be released from all obligations and liability under this Lease.

2.3. RENT PAYMENT

2.3.1. Payment Timing

Tenant will pay the Monthly Rent to Landlord, (or Landlord's Managing Agent, if specified above), in advance, on the Monthly Rent Due Date of each month during the Term according to the payment details specified in the Basic Terms. Variable Charges, if any, will be payable according to the timeframe specified in the Basic Terms.

2.3.2. Late Payment

If Tenant fails to pay the Monthly Rent or any other Rent in full by the end of the day **5** day(s) after it is due, a fee (**Late Fee**) in the amount specified in the Basic Terms to this Lease will be immediately assessed. The Late Fee is due by the end of the day after it is assessed. Acceptance of late payment does not waive Landlord's right to require payment of Monthly Rent in full on the date it is due.

2.3.3. Returned Checks / Dishonored Payments

If any payment of any Rent or other charges under this Lease is returned for insufficient funds or otherwise fails, Landlord will have the right to require the dishonored payment be replaced by a cashier's check, certified check, or money order and require Tenant to pay any fee associated with the failed payment. If more than two of Tenant's payments to Landlord during the Term are returned for insufficient funds, Landlord may require all future payments of Rent and other obligations be paid by cashier's check, certified check, or money order.

2.4. SECURITY DEPOSIT

2.4.1. Use of Security Deposit

Landlord will hold the Security Deposit in a segregated account if required by applicable law. Interest in the amount of one percent (1%) per annum on the Security Deposit calculated from the first day of the calendar month following Tenant's payment of the Security Deposit to the last day of the calendar month in which Landlord returns the refundable portion of Security Deposit (if any) to Tenant, will be credited to Tenant with all other interest retained by Landlord. Subject to any requirements of and any limitations under applicable law, Landlord may use the Security Deposit to: (i)

remedy Tenant Defaults (as defined in [Section 2.10](#) below) under this Lease, including past due Rent; (ii) pay for costs incurred by Landlord to repair damages to the Property caused by Occupants beyond ordinary wear and tear; and/or (iii) pay cleaning costs incurred by Landlord to return the Property to the same level of cleanliness it was in at the Start Date (collectively, **Deposit Claims**). The Security Deposit will not relieve Tenant of any obligation to pay any Rent due under this Lease prior to termination. If a Pet Damage Deposit is required, it will be considered a Security Deposit and subject to the terms of this Section.

2.4.2. Return of Security Deposit

The Security Deposit and any accrued interest, less any Deposit Claims, will be returned to Tenant within 21 days (or shorter period as required by local ordinance) after Tenant vacates the Property upon expiration or earlier termination of this Lease or within 5 days after Tenant vacates the Property due to the legal condemnation of the Property. The returned portion of the deposit will be sent as a single check payable to Tenant(s) listed in the Basic Terms, or as otherwise agreed to by Landlord and Tenant. Any Deposit Claims will be described in an itemized statement provided with the returned portion of the deposit. Tenant will provide a forwarding address to Landlord where the Security Deposit, less Deposit Claims, and the itemized statement will be mailed. In the event Tenant fails to provide a forwarding address, the Security Deposit and statement will be sent to Tenant's last known address, which may be the Property, and Landlord will not be liable for Tenant's delayed receipt of, or failure to receive, the Security Deposit and itemized statement.

2.5. TENANT'S OBLIGATIONS

2.5.1. Residential Use Only

Tenant will use and occupy the Property for residential purposes only. Tenant will not use or permit the use of the Property for any non-residential, illegal, or otherwise inappropriate purpose, including for any commercial purpose.

2.5.2. Permitted Occupants

Subject to applicable law, the Property will not be occupied by anyone other than the following: (i) Tenants; (ii) Occupants identified in the Basic Terms; and (iii) children under the age of majority of any Tenant (and Tenant will notify Landlord promptly after any such children take occupancy).

2.5.3. No Disturbance or Nuisance Permitted

Tenant will not, and will not permit any Occupants or any guests to: (i) make any unreasonably loud or otherwise unreasonable use of the Property; (ii) allow any condition on the Property or, if applicable, common areas of the Building that poses threat of injury to persons or property; or (iii) otherwise interfere with the rights, comfort, safety, or enjoyment of the other tenants or occupants of the Building (if applicable) or neighboring properties.

2.5.4. Utilities

Tenant will not cause any utility to be interrupted during the Term, and will provide Landlord with reasonable evidence that any utility specified as Tenant's responsibility has been paid upon Landlord's reasonable request.

2.5.5. Maintenance

Tenant will: (i) keep and maintain the Property in a clean, safe, and sanitary condition; (ii) regularly dispose of all garbage and other waste in a clean and safe manner, not overload any trash receptacles, and separate and dispose of recyclable and compostable materials in any provided separate receptacles; (iii) use all appliances, fixtures, and equipment located in the Property in a safe and reasonable manner in keeping with their intended function and, if provided to Tenant, the applicable operating instructions; (iv) not obstruct access to doors and windows; and (v) maintain the Property in the same condition as it was delivered to Tenant, except for ordinary wear and tear.

2.5.6. No Transfer

Tenant will not sublease or assign all or any portion of the Property without the prior written consent of Landlord, in Landlord's sole discretion. Any attempted sublease or assignment of the Property or this Lease without the prior written consent of Landlord will be void and cause for termination of this Lease by Landlord. No sublease of the Property will release Tenant from any obligation under this Lease, and Tenant will be liable for any violations of this Lease caused by a subtenant. Tenant will not rent the Property, or any portion of the Property, including through any rental program such as "Airbnb," "VRBO," or similar program, and Tenant's entry into any short-term rental agreement will be cause for termination of this Lease by Landlord.

2.5.7. No Alterations

Tenant will not perform any alterations or improvements to the Property without the prior written consent of Landlord, in Landlord's sole discretion. Alterations and improvements include adding, changing, or removing appliances, fixtures, shelving, wallpaper, or wall paint. In addition, except as required by applicable law, Tenant is not allowed to arrange, and will not permit, the installation of new or additional wiring, cabling, or equipment without Landlord's prior written consent, in Landlord's sole discretion. If Tenant violates this provision, Tenant will return the Property to its original condition at Tenant's sole cost and expense. If Landlord approves of any alterations, Tenant understands that any applicable alterations will remain as part of the Property at the end of the Term. Tenant will not subject the Property to any liens in connection with making any alteration or improvement and will indemnify Landlord from all costs and expenses related to alterations, improvements, or liens.

2.5.8. Joint Liability

All individuals executing this Lease as Tenants will be jointly and severally liable for the performance of all agreements, covenants, and obligations of a Tenant contained in this Lease.

2.6. LANDLORD'S OBLIGATIONS

2.6.1. Services and Utilities

Landlord will only provide the services and utilities as specified in the Basic Terms and as otherwise required under applicable law. Tenant waives all liability of Landlord for any interruption or insufficiency of any service or utility resulting from causes beyond the reasonable control of Landlord.

2.6.2. Maintenance and Repairs

Subject to Tenant's duties under [Section 2.5](#) above, Landlord will maintain the Building (including its structural elements, roof, and systems) in good order and repair and, if applicable, will maintain the Building common areas, in a clean, safe, and sanitary condition. Landlord will be responsible for, and will pay for, repairing (and restoring to working condition) the appliances, fixtures, or equipment located in the Property, except if any repairs are necessary as a result of willful, malicious, or irresponsible conduct by Occupants, or the guest of any Occupant. Tenant will notify Landlord promptly in writing upon becoming aware of any condition within the Property or, if applicable, in the Building, that requires repair or maintenance by Landlord. Landlord will undertake any required repairs reasonably promptly, based on the condition, following receipt of notice. Delay by Landlord in performing or completing any repair will not permit Tenant to complete the repair or incur related expenses or to terminate this Lease, except as permitted by applicable law. In the event some or all of Landlord's maintenance obligations are provided by a condominium or other owners association, then Landlord's obligation hereunder will be solely to enforce the obligation of the association or authority to perform such maintenance (in lieu of Landlord being obligated to perform such maintenance directly).

2.7. LANDLORD'S ACCESS

Landlord, its agents and contractors, will have the right of reasonable access to the Property during normal business hours to perform its obligations of maintenance and repair of the Property or, if applicable, any other portion of the Building, as long as Tenant is provided (in writing, by telephone, or other means designed in good faith to provide notice) 24 hours' notice (or longer period if required by applicable law) prior to entry, except that when necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement, when necessary to determine a residential tenant's safety, or when necessary in order to comply with local ordinances regarding unlawful activity occurring within the Property, Landlord may immediately access the Property and will give Tenant notice of the entry within two days after. Landlord and its agents will have the right to access the Property during normal business hours for the purpose of showing the Property to prospective tenants and purchasers. Landlord will provide 24 hours (or longer period required by applicable law) prior notice given to Tenant (in writing, by telephone, or by other means designed in good faith to provide notice) before any showing. Tenant will not prevent Landlord from accessing the Property in order to conduct showings for which Tenant was provided notice.

2.8. SURRENDER

2.8.1. End of Term

Tenant will surrender possession of the Property and return the keys to Landlord immediately upon the Expiration Date or earlier termination of this Lease. At the time of surrender, the Property will be in the same condition as the Start Date, except for ordinary wear and tear, and otherwise in clean condition and free of all personal property of the Occupants. To the extent permitted by applicable law, any personal property left on the Property after Tenant vacates the Property will be

deemed abandoned by the Occupants and may be disposed of by Landlord at Tenant's cost (and may be deducted from Tenant's Security Deposit by Landlord). Neither Landlord nor Tenant is obligated (and neither has any right) to unilaterally

renew or extend the Term of this Lease. If Tenant and all Occupants do not vacate the Property by the Expiration Date or earlier termination of this Lease, Landlord may commence legal proceedings allowed by applicable law to remove and evict Tenant and any Occupant from the Property and will be entitled to recover from Tenant double the Monthly Rent prorated based on a 30-day month (or the maximum rent allowed for holdover under applicable law, if less) for the period until Landlord regains possession of the Property. Alternatively, if Landlord accepts Tenant's payment of the Monthly Rent

otherwise due under this Lease for the month after the end of the Term, then this Lease will be deemed to continue on a month-to-month basis at the applicable Monthly Rent as identified above and otherwise on the same terms and conditions

as contained in this Lease. In such event, either Landlord or Tenant may terminate the month-to-month tenancy as of the last day of any calendar month by giving one calendar month's written notice of termination to the other party.

2.9. DEFAULT

2.9.1. Default by Tenant

Tenant will be in default (Default) if: (i) Tenant fails to pay any Monthly Rent by 7 days after Monthly Rent is due and does not cure the failure within 7 days of receiving written notice from Landlord; (ii) Tenant fails to pay any Additional Rent by 7 days after the Additional Rent is due and does not cure the failure within 7 days of receiving written notice

from Landlord or; (iii) Tenant fails to comply with any other obligation or restriction in this Lease and does not cure the failure within 7 days of receiving written notice from Landlord. If Tenant Defaults under this Lease, Landlord may exercise all rights and remedies available under applicable law, including the right to: (i) terminate this Lease; (ii) regain possession of the Property through an eviction or similar process; (iii) recover from Tenant all unpaid Rent, including unpaid Monthly Rent, Additional Rent, Late Fees and, if applicable, holdover Rent for the period prior to Tenant's delivery of possession of the Property to Landlord; (iv) recover all Rent payable under this Lease for the period from the date of termination for Tenant Default through the stated Expiration Date, less the amount Landlord is able to collect from any replacement tenants for that period; and (v) recover all reasonable costs and expenses incurred by Landlord in repairing any damage to the Property, caused by the improper use by any Occupant or any guests of an Occupant, less any amounts obtained from the Security Deposit. Additionally, to the extent permitted under applicable law, Landlord may recover from Tenant Landlord's court costs and reasonable attorneys' fees and expenses incurred in connection with any legal proceedings against Tenant.

To the extent required by applicable law, Landlord will use reasonable efforts to mitigate any damages resulting from Tenant Default.

2.10. NOTICES

Any notice of termination of this Lease, notice of Default by Tenant under this Lease or any other notice required to be given in writing under applicable law (**Material Notices**) will be in writing and sent to Tenant and Landlord at the applicable address set forth in [Section 2.15](#) below. Except for Material Notices, all other written notices under this Lease may be delivered to the other party at the e-mail address or physical address of the party specified in [Section 2.15](#), or by other electronic means agreed to by the parties. Either party can update its email or physical address by sending written notice to the other party.

2.11. TENANT'S PROPERTY

Tenant acknowledges that Landlord's insurance does not cover loss or damage to any of Tenant's personal property located on the Property and that Landlord will not be liable for any damage to Tenant's personal property. If required by the Basic Terms, Tenant will obtain and maintain (during the Term) renter's insurance of at least the level stated in the Basic Terms. Upon Landlord's request, Tenant will provide Landlord a certificate of insurance as evidence of the policy. Even if no policy of renter's insurance is required, Landlord recommends that Tenant obtain renter's insurance.

2.12. GENERAL

This Lease will be governed by the laws of the State of **Minnesota**, and any additional laws of the city or county in which the Property is located. This Lease will be binding on and inure to the benefit of all permitted heirs, legal representatives, and assigns of the parties. This Lease, along with the attached Addenda and legal disclosures, contains the entire agreement between Landlord and Tenant and may not be changed except in writing signed by all parties. If any provision of this Lease is found to be invalid or unenforceable, all other provisions contained in this Lease will remain binding and enforceable to the maximum extent permitted by applicable law.

2.13. DISCLOSURES / ADDENDA

Tenant acknowledges that the legal disclosures and addenda (**Addenda**) attached to this Lease are part of the legal agreement between the parties. Tenant will comply with all applicable rules and regulations set out in the attached Addenda. The terms of this Lease will control in the event of any conflict between the terms of any Addenda and the terms of the Lease.

2.14. EXECUTION

All individuals indicated in the Basic Terms as comprising Tenant will sign this Lease and related attached Addenda where indicated. Each of Landlord and Tenant consents to the other party's execution of this Lease by electronic signature. Delivery of this Lease containing the electronic signature of a party or otherwise by facsimile through electronic means or as a digital copy will have the same full force and effect as a manually executed original version.

2.15. CONTACT INFORMATION

2.15.1. Tenant

Tenant's address is required for notice prior to the Start Date. Notices after the Start Date will be made to the Property.

Tenant Name	Address for Notice Prior to Start Date	Phone	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2.15.2. Landlord & Managing Agent

Landlord Name	Address for Notice	Phone	Email
<input type="text"/>	<div><input type="text"/> <input type="text"/></div>	<input type="text"/>	<input type="text"/>

IN WITNESS WHEREOF, Tenant and Landlord have executed this Lease as of the date of the last signature below.

TENANT SIGNATURE

Date

LANDLORD SIGNATURE

Date

Parking Addendum

This Parking Addendum is attached to and made a part of the lease between **Landlord** and **Tenant** for the Property dated as of the date hereof (**Lease**). All capitalized terms used in this Addendum have the meanings given such terms in the Lease.

Tenant may park vehicles in the parking area located on the grounds of the Building during the Lease term. Landlord shall be entitled to require all vehicles parking in the Parking Area to be registered with Landlord including, without limitation, providing Landlord with any required information, such as the vehicle license plate number and the owner's name and contact information. Landlord shall be entitled to institute parking controls and other measures including, without limitation, requiring vehicle tags or decals and installing access gates with security cards or access codes. Landlord may impose reasonable and customary charges on Tenant and other Occupants for security cards and /or vehicle tags or decals.

No vehicles other than Registered Vehicles may be parked in the parking area by Tenant, any other Occupant, or any of their guests. If Tenant replaces any of the Registered Vehicles, Tenant must notify Landlord of that replacement and provide Landlord with the new identification information (as set forth above) for the replacement vehicle prior to parking that vehicle in the parking area.

NATURE OF PARKING RIGHTS

Tenant has the right to park only in the following reserved space(s): (**Tenant Spaces**). Tenant may not park in any spaces in the parking area other than the Tenant Spaces. No other tenant has the right to park in the Tenant Spaces.

PARKING RULES AND REGULATIONS

In addition to the restrictions described above, the following motor vehicle rules apply to Tenant and any other tenant whose Lease includes parking rights:

1. The parking and traffic regulations posted on any private streets, roads, or drives must be obeyed.
2. The parking area will be used only to park motor vehicles and for loading or unloading of motor vehicles.
3. All ordinances regarding fire lanes must be obeyed. Any vehicle parked outside the parking area, parked in a fire lane, blocking a fire hydrant, refuse container, another vehicle, sidewalk, or lawn, or otherwise illegally or improperly parked may be towed by Landlord without notice at the vehicle owner's expense.
4. Only operable passenger vehicles (including pick-up trucks) that can reasonably fit in a designated parking space may utilize the parking area. Commercial vehicles, recreational vehicles, boats or trailers, or other oversized vehicles may not be parked in the parking area.
5. Landlord may remove any vehicle at the owner's expense if it reasonably appears to Landlord that the vehicle is abandoned or inoperable, the vehicle does not display an inspection sticker and/or license plates, or the inspection and /or registration is expired.
6. Repairs to vehicles are prohibited in the parking area or on Building grounds, except for emergency repairs.
7. Vehicles may be washed only in designated areas. If there is no designated area, then washing vehicles is not allowed on the grounds of the Building.
8. Tenant's use of the parking spaces and parking area are at Tenant's own risk. Tenant acknowledges that Landlord does not provide security for the parking area and makes no representations concerning the security of the parking area. Landlord will not be liable or responsible for the damage to, or theft of, any vehicle or theft of any property from any vehicle.

The violation of any restriction, rule, or regulation contained in this Parking Addendum will constitute a Default by Tenant under the Lease.

IN WITNESS WHEREOF, Tenant and Landlord hereby agree to this Parking Addendum.

TENANT SIGNATURE

Date

LANDLORD SIGNATURE

Date

Rules Addendum

This Rules Addendum is attached to and made a part of the lease between **Landlord** and **Tenant** for the Property dated as of the date hereof (**Lease**). All capitalized terms used in this Addendum have the meanings given such terms in the Lease.

ACTIONS OF RESIDENTS

- Tenant will dispose of trash only in designated areas.
- Tenant will promptly report any repair or maintenance problems to Landlord or Managing Agent (if any).

KEYS

- At delivery of possession to Property, Tenant will sign and deliver to Landlord a receipt which will identify the locks associated with the keys provided to Tenant (e.g. common building door, Property door, mailbox, etc.) and the number of each type of key so provided.
- When Tenant vacates Property at the end of Term, Tenant will return all keys provided to Tenant by Landlord. If Tenant fails to return all such keys, Landlord may re-key all of the applicable locks and the cost incurred by Landlord in re-keying such lock(s) will be paid by Tenant on demand or Landlord may apply Security Deposit, if any, to pay that cost.
- If Tenant loses a key or requires duplicates, they must notify Landlord or Managing Agent, if any, and bear the cost. Tenant may not duplicate the keys on their own.

USE OF PREMISES AND COMMON AREAS

- Tenant may not, without written consent of Landlord, drill holes or use nails, hooks, and screws on the property.
- Tenant may not fasten anything to the fixtures, appliances, or to the interior or exterior of the property.
- Any balcony or porch included in the property, or adjacent to the property, may not be altered by Tenant or used to store their personal belongings.
- Tenant will comply with all weight restrictions on balconies and porches and will not overload them.
- No laundry or other items will be hung from any window, balcony, or porch.
- Tenant may not bring anything onto the property or grounds which could increase the risk of fire (e.g., flammable chemicals).
- No wax candles will be used on the property.
- Tenant may not cook or barbecue on any porch or balcony or within 15 feet of any building.
- Tenant won't place any sign, advertisement, or notice so that it's visible outside the property.

- Tenant won't add or change any locks without prior written consent of Landlord.
- Waterbeds and other water furniture are prohibited. Also, unusually heavy items like pianos and safes are only allowed if Landlord agrees that the weight is reasonable for the property's floor.

OTHERS

N/A

IN WITNESS WHEREOF, Tenant and Landlord hereby agree to this Rules Addendum.

TENANT SIGNATURE

Date

LANDLORD SIGNATURE

Date

Lead Based Paint Hazard Disclosure

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURES

Known lead-based paint and/or lead-based paint hazards are present in the housing:

Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGEMENTS

By signing below, Tenant acknowledges receipt of copies of all information listed above. In addition, by signing below, Tenant acknowledges receipt of the pamphlet Protect Your Family from Lead in Your Home, a copy of which is attached to this Lease.

CERTIFICATE OF ACCURACY

IN WITNESS WHEREOF, the following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

TENANT SIGNATURE

Date

LANDLORD SIGNATURE

Date

Occupancy Restrictions

Minnesota law requires that every residential lease must include a statement about certain activities that are prohibited on the leased premises.

The following activities are prohibited on the Property:

- Making, selling, possessing, purchasing, or allowing controlled substances;
- Allowing prostitution or prostitution-related activity;
- Allowing unlawful use or possession of a firearm; and
- Allowing stolen property or property obtained by robbery.

IN WITNESS WHEREOF, Tenant and Landlord have executed this Addendum as of the date of the last signature below

TENANT SIGNATURES

Date

LANDLORD SIGNATURES

Date

LANDLORDS AND TENANTS

Rights and Responsibilities



From the Office of the
Minnesota Attorney General

helping people afford their lives and live with dignity, safety, and respect

www.ag.state.mn.us

Certain rights and duties apply to landlords and tenants everywhere in Minnesota. This handbook attempts to explain those rights. It 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. 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 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.

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

This brochure is intended to be used as a source for general information and is not provided as legal advice.

Landlords and Tenants: Rights and Responsibilities is written and published by the Minnesota Attorney General's Office as required by Minnesota Statutes § 504B.275 (2023).

This document is available in alternative formats to individuals with disabilities by calling (651) 296-3353 (Twin Cities Calling Area), (800) 657-3787 (Outside the Twin Cities), or through the Minnesota Relay Service at (800) 627-3529.

The Minnesota Attorney General's Office values diversity and is an equal opportunity employer.

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Entering into the Agreement

According to Minnesota law, when the owner of a home agrees to give to someone else the temporary use of that place in exchange for money or labor then the two have entered into a legally binding rental contract called a “lease.” Leases are usually written but an oral lease can also be valid. Leases can set out some of the rules for the tenant and landlord to follow, but the law also sets out some rules that must be followed even if they are not in the lease or even if the lease is different than the law.. This publication describes what the law requires of both landlords and tenants and also describes some terms that are in typical leases.

Inspecting the Unit Before Signing a Lease

It is a good idea to tour a home before you agree to rent it. Prospective tenants may want to inspect the condition of the home, like the appliances, the electrical system, the plumbing, heating, and lights. Many cities in Minnesota require landlords to get licenses for their rental apartments. In these cities, landlords who rent out an unlicensed apartment cannot ask for or accept rent. Prospective tenants and landlords should check with their local government authorities to determine if the home needs to be licensed and whether a license was issued for the home. Applicants have additional protections that are discussed on page 10, like utility cost disclosures; landlords who rent out units that share one electrical or gas meter must provide prospective tenants with the total utility costs for the building for each month of the most recent calendar year before the lease is signed. Effective January 1, 2024, tenants have a right to request both a move-in and move-out inspection, as discussed on pages 6 and 22 respectively.¹

Screening Fees and Pre-Lease Fees

Many landlords will “screen” prospective tenants and charge a fee to do so. Landlords that charge a screening fee must follow the following Minnesota laws:

If a landlord accepts an applicant screening fee from a prospective tenant, the landlord must:

1. Disclose in writing prior to accepting the applicant screening fee:
 - a. The name, address, and telephone number of the tenant screening service the landlord will use, unless the landlord does not use a tenant screening service; and
 - b. The criteria on which the decision to rent to the prospective tenant will be based; and
2. Notify the applicant within 14 days of rejecting a rental application, identifying the criteria the applicant failed to meet.²

A landlord may not:

1. Charge a screening fee when the landlord knows or should have known that no rental unit is available at that time or will be available within a reasonable future time; or
2. Charge a screening fee until all prior applicants have either been screened and rejected, or offered the unit and the applicant declined to enter into a rental agreement.³

1 Minn. Stat. §504B.182 (2023).

2 Minn. Stat. § 504B.173, subd. 3 (2023).

3 Minn. Stat. § 504B.173, subd. 1 (2023).

A landlord must return the applicant screening fee if:

1. The applicant is rejected for any reason not listed in the required disclosed criteria; or
2. A prior applicant is offered the unit and agrees to enter into a rental agreement.

If the landlord does not perform a personal reference check or does not obtain a consumer credit report or tenant screening report, the landlord must return any amount of the applicant screening fee that is not used for these purposes.⁴

A prospective tenant who provides materially false information on the application or omits material information requested is liable to the landlord for damages, plus a civil penalty of up to \$500, civil court costs, and reasonable attorney fees.⁵

Landlords can 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.⁶

Security Deposits

Landlords usually require tenants to pay a security deposit before moving in (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. The landlord can use it 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).⁷ Tenants are required to pay the last month of rent and a landlord does not have to accept the security deposit in place of the rent.

The exception to the rule is 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.⁸

Security deposits are attached to the individuals who are stated within the lease and are returned to the leaseholder(s) who have remained on the lease until the end of the rental term.

Amount of the Deposit

Minnesota law does not set a limit for the amount a landlord may require for 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 7 for an explanation of "periodic leases.")

4 Minn. Stat. § 504B.173, subd. 2 (2023).

5 Minn. Stat. § 504B.173, subd. 4 (2023).

6 Minn. Stat. § 504B.175 (2023).

7 Minn. Stat. § 504B.178, subd. 3(b) (2023).

8 Minn. Stat. § 504B.178, subd. 8 (2023).

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, which is calculated as simple non-compounded interest.⁹ 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.¹⁰ (See page 22 for landlord and tenant rights in the refund of security deposits.)

Residential Tenant Reports

A “Residential Tenant Report” is defined by Minnesota law as a written, oral, or other communication by a residential tenant screening service that includes information about an individual’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or lifestyle and that is collected, used, or expected to be used to approve or deny a tenancy.¹¹ The federal “Fair Credit Reporting Act”¹² also governs tenant-screening reports.¹³ Agencies that compile tenant reports are called a “Residential Tenant Screening Service.” This term applies to anyone who regularly gathers, stores, or disseminates information about tenants or assembles tenant reports for a fee, due, or on a cooperative nonprofit basis.¹⁴

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 sources of the 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.¹⁵

Upon furnishing proper identification (photo ID, date of birth, Social Security number, etc.), individuals may get a copy of their report by mail, electronic means, phone, in person, or any other means available to the screening agency.¹⁶

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 apply for 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 up to \$3 for the report.¹⁷

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, incomplete, or cannot be verified within 30 days, it must be deleted from the tenant’s file. The agency must give the

9 Minn. Stat. § 504B.178, subd. 2 (2023).

10 Minn. Stat. § 504B.178, subd. 3(b) (2023).

11 Minn. Stat. § 504B.235, subd. 3 (2023).

12 15 U.S.C. §§ 1681-1681x (2023).

13 Minn. Stat. § 504B.245 (2023).

14 Minn. Stat. § 504B.235, subd. 4 (2023).

15 15 U.S.C. § 1681g (2023).

16 15 U.S.C. § 1681h (2023).

17 15 U.S.C. § 1681j (2023); Minn. Stat. § 13C.01, subd. 1(a) (2023).

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.¹⁸ If a landlord uses information in a tenant report to reject an applicant, 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 provided the report; and
3. Inform the tenant of the right to obtain a free copy of the report from the screening service.¹⁹

Instead of telling the tenant that a free copy is available from the screening service the landlord could disclose the contents of the report to the tenant directly. A tenant screening service may not prohibit a landlord from doing this.²⁰

Some landlords will be willing to work with prospective tenants with a bad credit rating or rental history if the tenant will assure them that they will get paid. One 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.

Move-in Inspection

Beginning January 1, 2024, landlords will be required to inspect the unit, at the tenant’s request, for the purposes of identifying existing repair problems in order to avoid amounts being taken out of the security deposit at the end of the tenancy.²¹ Identifying problems at the beginning of the tenancy will help determine whether the tenant caused any damage through willful, malicious, or irresponsible conduct (which may result in deductions from the security deposit) or whether the damage was preexisting (which the landlord must cover). Move-out inspections are covered on page 22.

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 or application.²² If a building contains 12 or more residential units, the owner must use a written lease.²³ An owner who fails to provide a written lease as required is guilty of a petty misdemeanor. 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.²⁴ 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 28 for an explanation of “illegal activities”), it is a defense for the tenant to show that the landlord did not give the tenant a copy of the written lease. The landlord can argue against this defense by showing that the tenant had actual knowledge of the terms of the lease.²⁵

18 15 U.S.C. § 1681i (2023).

19 15 U.S.C. § 1681m (2023).

20 15 U.S.C. § 1681e (2023).

21 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

22 Minn. Stat. § 504B.111 (2023).

23 Minn. Stat. § 504B.111 (2023).

24 Minn. Stat. § 504B.115, subd. 1 (2023).

25 Minn. Stat. § 504B.115, subd. 2 (2023).

A written lease for a residential unit must identify the lease start date and lease end date. If the lease requires the tenant to move in or out of the residential unit on a date other than the first or last day of the month, and the rent is prorated, then the lease must indicate the amount of the prorated rent for the relevant months.²⁶

If the lease allows the landlord to recover attorney fees in an action between the landlord and tenant, the tenant is also entitled to recover attorney fees (or costs) in the same situations. This is effective for leases entered into on or after August 1, 2011, and for leases renewed on or after August 1, 2012.²⁷

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 landlord or “personal representative” of a tenant’s estate may terminate a lease upon the death of the tenant after two full months’ written notice.²⁸ A tenant may vacate a unit if it becomes condemned (see page 18). In certain circumstances, a tenant called to duty in the armed forces can give 30 days’ notice. Military service members/tenants should contact their 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).²⁹
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. 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.³⁰ 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.³¹ 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 19 for a more complete explanation of proper notice.) Effective January 1, 2024, a landlord does not have the option to terminate the tenancy by giving 14 days’ notice to quit if a tenant neglects or refuses to pay rent due on a tenancy at will.³²

26 Minn. Stat § 504B.146.

27 Minn. Stat. § 504B.172 (2023).

28 Minn. Stat. § 504B.265 (2023).

29 Minn. Stat. § 504B.001, subd. 13 (2023).

30 Minn. Stat. § 504B.135 (2023).

31 Minn. Stat. § 504B.135 (2023); *Oesterreicher v. Robertson*, 245 N.W. 825, 501 (Minn. 1932).

32 Minn. Stat. § 504B.135 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

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.

Length Restrictions for Some Leases

If an owner has received notice of a contract for deed cancellation, mortgage foreclosure sale, or a summons and complaint to foreclosure by action, 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 or paid in full, 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.³³ 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.³⁴

A longer term lease is permitted if the party holding the mortgage 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.³⁵

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).³⁶

Required Disclosures to the Tenant

Landlords are required to disclose certain information to prospective tenants so that they can make an informed decision about what home to rent. Some of the required disclosures are about the costs to rent the home or about possible and others are about safety issues.

Cost disclosures

Starting January 1, 2024, landlords must disclose to prospective tenants all non-optional fees.³⁷ The sum of the total rent and all mandatory fees charged by the landlord must be described as the "Total Monthly Payment" and

³³ Minn. Stat. § 504B.151, subd. 1 (2023).

³⁴ Minn. Stat. § 504B.151, subd. 1(b) (2023).

³⁵ Minn. Stat. § 504B.151, subds. 2 and 3 (2023).

³⁶ Fisher v. Heller, 219 N.W. 79, 80 (Minn. 1928).

³⁷ 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

be on the first page of the lease. Advertisements must also disclose the nonoptional fees that the tenant will be required to pay in addition to their rent. Landlords must also disclose whether utilities are included in the rent. Landlords who violate this law are liable to the tenant for treble damages and attorney fees.

An additional disclosure tenants must receive under Minnesota law occurs when landlords may lose the unit they are renting. A landlord must disclose to prospective tenants when the landlord 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 or a summons and complaint to foreclose by action. A bank may be liable to the tenant for \$500 if it violates this statute.³⁸

Safety disclosures

If a health inspector has issued a citation to a landlord finding that the home has code violations that could threaten the health or safety of tenants then the landlord must give a copy to prospective tenants before they pay a deposit or sign a lease.³⁹ This way tenants are informed about possible safety issues before agreeing to rent a home.

If the inspector orders the landlord to make repairs for code violations that do not threaten the health and safety of tenants, the landlord must post a summary of the inspection order in an obvious place in each building affected by the inspection order. The landlord must also post a notice that the inspection order is available for review by tenants and prospective tenants.⁴⁰

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.⁴¹

Additionally, landlords who rent units built before 1978 must disclose all known lead-based paint and lead-based paint hazards in the unit. Before 1978, homes were commonly built or repaired with paint that contained lead, which is a serious health hazard if paint chips or paint dust gets into tenants' bodies (see page 18 for more information about lead-based paint). All landlords who rent units built prior to 1978, even those who do not know if the home has lead-based paint, are required to give tenants the EPA's pamphlet "Protect Your Family from Lead in Your Home."⁴²

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 recommended to put this agreement in writing and have it signed by both parties. Information about utility shut-offs is found on page 30.

38 Minn. Stat. § 504B.151, subd. 1(d) (2023);

39 Minn. Stat. § 504B.195, subd. 1(a) (2023).

40 Minn. Stat. § 504B.195, subd. 1(b) (2023).

41 Minn. Stat. § 504B.195, subd. 3 (2023).

42 U.S.C. §§ 4851-4856 (2023).

Single-Metered Residential Buildings

Some buildings with multiple units have individual meters for each unit's utilities. Tenants in buildings with only one meter for all the units can be charged for their portion of the utilities only if the landlord follows certain requirements before and after the applicant signs the lease.⁴³ The landlord must provide potential tenants with a notice of the total utility cost for the building by month for the most recent calendar year.⁴⁴ The landlord must have a fair method for dividing the utility bill and billing the tenants.⁴⁵ The way the bill is split up and how tenants are billed must be in the leases. The lease must say that landlord will provide a copy of the actual utility bill for the building along with each divided utility bill, if the tenant asks for it. Also, if a tenant asks, 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 more recent.⁴⁶

By September 30th 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.⁴⁷

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.⁴⁸ (See page 14 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.⁴⁹

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 safety laws.
4. Made reasonably energy efficient to the extent that energy savings will exceed the costs of upgrading the unit's efficiency.
5. Starting January 1, 2024, furnished heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30.⁵⁰

These landlord obligations cannot be waived.⁵¹ 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 "Repair Problems" beginning on page 14 for details on how to resolve such issues.

⁴³ Minn. Stat. § 504B.215, subd. 2a (2023).

⁴⁴ Minn. Stat. § 504B.215, subd. 2a(a)(1) (2023).

⁴⁵ Minn. Stat. § 504B.215, subd. 2a(a)(2) (2023).

⁴⁶ Minn. Stat. § 504B.215, subd. 2a(a)(3) (2023).

⁴⁷ Minn. Stat. § 504B.215, subd. 2a(b) (2023).

⁴⁸ Minn. Stat. § 504B.215, subd. 2a(c) (2023).

⁴⁹ Minn. Stat. § 504B.221(a) (2023).

⁵⁰ Minn. Stat. § 504B.161, subd. 1(a)(5) (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

⁵¹ Minn. Stat. § 504B.161, subd. 1 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

Some repairs or maintenance duties (like yard work) can become the duty of the tenant only 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 “Repair Problems” beginning on page 14 for procedures to be followed in repair disputes.)⁵²

Unlawful Destruction of Property

The tenant must not abuse the rental property and must pay for any damage the tenant causes beyond the type of damage that would occur from normal wear and tear on a home. 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.⁵³

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 their landlord before making any alterations.

During the Tenancy

The Rent

Payments

The amount of rent, the date it is due, and any grace period are set by the lease. If a tenant does not pay the full rent by the due date the landlord may start the process of taking legal action in court to evict the tenant, although most landlords will wait until after the grace period, if any, in the lease. Effective January 1, 2024, landlords cannot file an eviction action in court for non-payment of rent unless they first give the tenant a detailed written notice of an intention to file 14 days before filing.⁵⁴ (See page 24 for an explanation of eviction proceedings.)

When an apartment is rented to a group of individuals who will live as roommates, 100 percent of the rent is due from the unit. Typically, roommates come to an agreement for splitting the rent but the full amount of rent is still due, even if a roommate moves out while the lease is still in effect. For example, two people agree to share a unit and split the monthly rental cost 50/50. Unless the landlord agrees otherwise, if one roommate moves out before the lease ends, the remaining roommate will still have to pay 100 percent of the rent.

When a lease term ends on a date before the last day of the final month, the amount of rent to be paid for the final month must be prorated at the average daily rate so that the tenant only pays for the actual number of days that occupancy is allowed.⁵⁵ This law applies to all leases even if it requires that the last month of rent is paid in advance. Neither the landlord nor the tenant can waive this protection.⁵⁶

⁵² Minn. Stat. § 504B.161, subd. 2 (2023).

⁵³ Minn. Stat. § 504B.165(a) (2023).

⁵⁴ Minn. Stat. § 50B.321, subd. 1a. (2023) amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

⁵⁵ Minn. Stat. § 504B.116 (a) (2023).

⁵⁶ Minn. Stat. § 504B.116 (a) (2023).

If one or more tenants move out before the lease term ends they are still responsible for paying 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).

A landlord receiving rent or other payments (like utility payments) from a tenant in cash must provide a written receipt for payment immediately upon receipt if the payment is made in person or within three business days if payment in cash is not made in person.⁵⁷

Late Fees

The rent must be paid on the date it is due.

If the rent is paid after the due date, a tenant can be charged a late fee only if the tenant and landlord have agreed in writing that a late fee may be charged. The written agreement must state when the late fee will be charged; many landlords provide a grace period before imposing the late fee. The law limits late fees to a maximum of eight percent of the unpaid rent amount.⁵⁸

Raising the Rent

Under a periodic tenancy, a landlord cannot raise the rent unless the landlord gives proper written notice. Proper notice is one rental period plus one day. (See page 19 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.

Tenant's Right to Privacy

Generally, a landlord may only enter a tenant's unit for a "reasonable business purpose" after making a good faith effort to give the tenant reasonable notice under the circumstances. A revision to the law – effective January 1, 2024, provides that the tenant be provided at least 24 hours advance notice of the intended entry and the landlord is limited to entering between the hours of 8:00 AM and 8:00 PM.⁵⁹ However, the new law also states that the tenant may permit the landlord to enter the premises with less than 24 hours' notice if so desired and in a different time window of entry. If a landlord violates this law, the tenant can take the landlord to court to break the lease, recover the damage deposit, receive a civil penalty of up to \$500 per violation, and reasonable attorney fees.⁶⁰

Examples of a reasonable business purpose include:

1. Showing the unit to prospective tenants.⁶¹
2. Showing the unit to a prospective buyer or insurance agent.⁶²
3. Performing maintenance work.⁶³
4. Showing the unit to state, county, or local officials (i.e., fire, housing, health, or building inspectors) inspecting the property.⁶⁴

⁵⁷ Minn. Stat. § 504B.118 (2023).

⁵⁸ Minn. Stat. § 504B.177 (2023).

⁵⁹ Minn. Stat. § 504B.211, subd. 2 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

⁶⁰ Minn. Stat. § 504B.211, subd. 6 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

⁶¹ Minn. Stat. § 504B.211, subd. 3(1) (2023).

⁶² Minn. Stat. § 504B.211, subd. 3(2) (2023).

⁶³ Minn. Stat. § 504B.211, subd. 3(3) (2023).

⁶⁴ Minn. Stat. § 504B.211, subd. 3(4) (2023).

5. Checking on a tenant causing a disturbance within the unit.⁶⁵
6. Checking on a tenant the landlord believes is violating the lease.⁶⁶
7. 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
8. Checking to see if a person is staying in the unit who has not signed the lease.⁶⁸
9. Checking the unit when a tenant moves out.⁶⁹

A tenant's right to prior notice may not be waived in any residential lease.⁷⁰ 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 persons or property because of conditions relating to maintenance, building security, or law enforcement.⁷¹
2. When immediate entry is necessary to determine a tenant's safety.⁷²
3. When immediate entry is necessary to comply with state law or local ordinances.⁷³

If a landlord enters without giving prior notice and the tenant is not home, the landlord must give written notice to the tenant.⁷⁴ If the landlord violates this law, the tenant may recover up to \$500 per violation in court.⁷⁵

Additionally, a landlord can no longer prohibit tenants from possessing cannabis in their home. However, the landlord may still prohibit smoking or vaping.

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.⁷⁶ Any lease provision that limits this right is illegal and void⁷⁷ 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.⁷⁸ But this law 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.⁷⁹

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.⁸⁰

65 Minn. Stat. § 504B.211, subd. 3(5) (2023).

66 Minn. Stat. § 504B.211, subd. 3(6) (2023).

67 Minn. Stat. § 504B.211, subd. 3(7) (2023).

68 Minn. Stat. § 504B.211, subd. 3(8) (2023).

69 Minn. Stat. § 504B.211, subd. 3(9) (2023).

70 Minn. Stat. § 504B.211, subd. 2 (2023).

71 Minn. Stat. § 504B.211, subd. 4(1) (2023).

72 Minn. Stat. § 504B.211, subd. 4(2) (2023).

73 Minn. Stat. § 504B.211, subd. 4(3) (2023).

74 Minn. Stat. § 504B.211, subd. 5 (2023).

75 Minn. Stat. § 504B.211, subd. 6 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

76 Minn. Stat. § 504B.205, subd. 2 (2023).

77 Minn. Stat. § 504B.205, subd. 2 (2023).

78 Minn. Stat. § 504B.205, subd. 5 (2023).

79 Minn. Stat. § 504B.205, subd. 4 (2023).

80 Minn. Stat. § 504B.205, subd. 3 (2023).

Repair Problems

Minnesota law requires landlords to keep units in reasonable repair. This requirement cannot be waived.⁸¹ However, the landlord and the tenant can agree the tenant will do certain and 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).⁸²

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 14 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 fix a repair problem, a state, county, or local department or authority 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 fix them. If the landlord does not make the fixes, the state, county, or local department or authority has the authority to serve a summons on the landlord to appear in court.⁸³

A landlord may not retaliate by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector. (See page 29 for more information about retaliation.)⁸⁴

Rent Escrow Action

A Rent Escrow Action is an easy procedure that allows a tenant to seek relief for housing violations on their own without help from an attorney. Tenants may place rent in an escrow account when a landlord will not fix 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.⁸⁵ A tenant may wish to speak with a private attorney or Legal Aid attorney for advice before proceeding.

81 Minn. Stat. § 504B.161, subd. 1 (2023).

82 Minn. Stat. § 504B.161, subd. 2 (2023).

83 Minn. Stat. § 504B.395, subds. 1(4) and 5 (2023).

84 Minn. Stat. § 504B.441 (2023).

85 Minn. Stat. § 504B.385 (2023).

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.⁸⁶ 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.⁸⁷

Even if there is no local housing code, Minnesota law says landlords must keep rental property fit to live in and in good repair.⁸⁸ 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.⁸⁹

A tenant may file a Rent Escrow Action any time after the required 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.⁹⁰ There is a small filing fee, but the administrator can waive the fee if the tenant's income is very low.⁹¹ 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.⁹²

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, however, then personal service is required. Someone other than the tenant must give the hearing notice to the landlord.⁹³ 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.⁹⁴

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.⁹⁵
2. Allow the tenant to make the repairs and deduct the cost from the rent.⁹⁶
3. Appoint an administrator to collect rent and order repairs.⁹⁷
4. Return all, none, or part of the rent to the tenant.⁹⁸
5. Order that future rent be paid to the court, that the rent be abated (eliminated or reduced) until repairs are made, or that part of the rent be abated or refunded.⁹⁹

86 Minn. Stat. § 504B.185 (2023).

87 Minn. Stat. § 504B.385, subds. 1(a) and (b) (2023).

88 Minn. Stat. § 504B.161 (2023).

89 Minn. Stat. § 504B.385, subd. 1(c) (2023).

90 Minn. Stat. § 504B.385, subd. 1(d) (2023).

91 Minn. Stat. § 563.01 (2023).

92 Minn. Stat. § 504B.385, subd. 5 (2023).

93 Minn. Stat. § 504B.385, subd. 5(d) (2023).

94 Minn. Stat. § 504B.385, subd. 2 (2023).

95 Minn. Stat. § 504B.425(b) (2023).

96 Minn. Stat. § 504B.425(c) (2023).

97 Minn. Stat. § 504B.425(d) (2023).

98 Minn. Stat. § 504B.385, subd. 9 (2023).

99 Minn. Stat. § 504B.385, subd. 9 (2023).

6. Fine the landlord.¹⁰⁰

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.¹⁰¹

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.¹⁰²

Tenant Remedies Action

In a Tenant Remedies Action, a tenant can sue for the same items as in a Rent Escrow Action:

1. A health or housing code violation.¹⁰³
2. A violation of the landlord's obligation to keep the rental unit in reasonable repair.¹⁰⁴
3. A violation of an oral or written rental agreement or lease.¹⁰⁵

A Tenant Remedies Action has more complicated procedures than a Rent Escrow Action. Some non-profits can bring a Tenant Remedies Action on behalf of a whole building's tenants.

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).¹⁰⁶
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.¹⁰⁷
3. Wait for the required time to pass, and then, if the repair work has not begun or progressed, bring suit in district court.¹⁰⁸ 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.¹⁰⁹

Effective January 1, 2024, court fees in emergency tenant remedies actions and lockout petitions will be reduced from around \$300 to around \$70 . Tenants may still apply for fee waivers from the court if they earn under a certain income level.

Withholding Rent

Some tenants decide to withhold rent if there is a serious repair problem or code violation, but this presents risks to the tenant. Because the tenant may have to defend this action in court, it may be better to use a Rent Escrow Action instead.

100 Minn. Stat. § 504B.385, subd. 9 (2023).

101 Minn. Stat. § 504B.385, subd. 10 (2023).

102 Minn. Stat. § 504B.385, subd. 11 (2023).

103 Minn. Stat. § 504B.001, subd. 14(1) (2023).

104 Minn. Stat. § 504B.001, subd. 14(2) (2023).

105 Minn. Stat. § 504B.001, subd. 14(3) (2023).

106 Minn. Stat. § 504B.185 (2023).

107 Minn. Stat. § 504B.395, subd. 4(1) (2023).

108 Minn. Stat. § 504B.395, subds. 2 and 3 (2023).

109 Minn. Stat. § 504B.395, subd. 6 (2023).

If the tenant chooses to withhold rent, the tenant 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.¹¹⁰
2. Notify the housing, health, energy, or fire inspector (if there is one) if the landlord does not make the repairs.¹¹¹
3. Get a written copy of the inspector's report.¹¹²
4. Notify the landlord in writing that all or part of the rent will be withheld until the repairs are made.¹¹³

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.¹¹⁴ The tenant must:

1. Not spend the withheld rent money.
2. Bring the money to court when the tenant is required (summoned) to appear in court.

The judge may order the tenant to deposit the rent with the court. Tenants who fail to follow 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 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.¹¹⁵ 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, impacting future credit and tenant screening checks. Therefore, withholding rent may be riskier to the tenant than a Rent Escrow or Tenant Remedies 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.¹¹⁶
2. The landlord's lawsuit for unpaid rent. Again, the tenant should be prepared to show that the landlord was notified, knew, or should have known, about the defective conditions, but failed to repair them despite having a reasonable chance to do so.¹¹⁷

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—if the majority of the tenants agree—in a building.¹¹⁸

110 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

111 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

112 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

113 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

114 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

115 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

116 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

117 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).

118 Minn. Stat. § 504B.001, subd. 5 (2023).

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.¹¹⁹
2. Take to court the owner of a building in which a housing violation may exist.¹²⁰
3. Take to court the owner of any unoccupied buildings in its area.¹²¹

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 building's owner for reasonable attorney's fees, not to exceed \$500.¹²²

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.¹²³

Lead-Based Paint

Paint with lead in it was banned in 1978, but homes built before then often still have surfaces covered in it. Lead-based paint chips and dust can harm adults and can especially harm children. If a home's paint is disturbed, like when repairs in the unit disturb walls or windows, then the tenants can be exposed to the chips or dust without them knowing, like when lead dust has settled on food or counters, or when children pick up paint chips and put them in their mouths. Lead is especially dangerous to children under the age of 6 because children's brains and nervous systems are more sensitive to the damaging effects of lead and because children's growing bodies absorb more lead than adults. Babies and young children often put their hands and other objects in their mouths, which can have lead-paint dust on them. Tenants who are pregnant or planning to get pregnant should know that lead is also dangerous to a developing fetus. Even exposure to low levels of lead can severely harm fetuses and children and can cause brain damage, learning disabilities, attention-deficit disorders, and decreased intelligence.¹²⁴ Pregnant tenants exposed to lead-paint chips or dust are also more likely to have a miscarriage.

Tenants who rent units built prior to 1978 can often request that a health inspector check their home for lead-paint hazards. Tenants can also find a certified inspector at epa.gov/lead. Tenants should talk with their child's doctor about testing for lead with a simple blood test if they rent a unit built prior to 1978. Lead poisoning can be detected and treated if caught soon after exposure to the paint chips or dust.

Uninhabitable or Condemned Buildings

If the tenancy started after a state or local authority condemned or declared the rental property unfit for human habitation, a landlord may not accept rent or a security deposit for that residential rental property. 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, plus court costs and attorney's fees. Actual damages may include items such as moving expenses, temporary lodging and

119 Minn. Stat. § 504B.185 (2023).

120 Minn. Stat. § 504B.395, subd. 1(2) (2023).

121 Minn. Stat. § 504B.395, subd. 1(3) (2023).

122 Minn. Stat. § 504B.425(g) (2023).

123 Minn. Stat. § 504B.425(d) (2023); Minn. Stat. § 504B.445, subd. 4 (2023).

124 www.epa.gov/lead/learn-about-lead#effects

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 leave the rental unit. In that situation, the tenant is not required to pay any more rent to the landlord.¹²⁷ But if the building has not been condemned a tenant who relies on 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 14-17 rather than to vacate the rental unit without proper notice.

Ending the Tenancy

Proper Notice

When the landlord or tenant ends the tenancy, they must abide by both the terms of the lease and state law. There are different notice requirements for a month-to-month tenancy (periodic lease) and a rental agreement with a definite rental period, generally six months or a year (definite term tenancies).

The landlord may not give a notice to quit the premises or notice of a rent increase that is shorter than the time period the lease provides for the tenant to give notice of an intention to quit the premises.¹²⁸

The tenant may give notice of an intention to quit the premises using either:

1. the time period provided in the lease for the tenant to give a notice of intention to quit the premises; or
2. the time period provided in the lease for the landlord to give a notice to quit the premises or notice of a rent increase.¹²⁹

Effective January 1, 2024, in limited circumstances, a tenant may end their lease early to move into a medical facility with two months' notice.¹³⁰

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 says that written notice must be received by the other party at least one full rental period before the last day of the tenancy. In other words, the day before the last rent payment is due.¹³¹

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. In this example, it does not matter what day in 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.

¹²⁵ Minn. Stat. § 504B.204 (2023).

¹²⁶ Minn. Stat. § 504B.178, subd. 3(a)(2) (2023).

¹²⁷ Minn. Stat. § 504B.131 (2023).

¹²⁸ Minn. Stat. § 504B.147, subd. 3 (2023).

¹²⁹ Minn. Stat. § 504B.147, subd. 2 (2023).

¹³⁰ Minn. Stat. § 504B.266 (2023).

¹³¹ Minn. Stat. § 504B.135 (2023); *Oesterreicher v. Robertson*, 245 N.W 825 (Minn. 1932).

The effective date of the notice is the date it is received. For example, if the notice is mailed May 31, and not received by the other party until June 1, the notice will not be effective to end the tenancy by June 30. The proper notice provision also applies to the landlord. If the landlord wants to end the tenancy, they must give the tenant advance written notice the day before that last rental period begins. If the landlord misses the deadline, the notice is not effective 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.¹³²

For Definite Term Tenancies

Generally, steps for ending a definite term tenancy are 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 conditions allowing the tenant to “break” the lease. Often in such cases, the tenant is required to pay a “break lease” 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. This requirement is often 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. Additionally, starting January 1, 2024, landlords cannot force a tenant to renew the lease more than 6 months before the lease is over.¹³³

But if the automatic renewal is for an extra two months or more, the landlord must give the tenant written notice and alert the tenant about the automatic renewal provision. If the landlord does not alert the tenant, the automatic renewal provision cannot be enforced. The renewal notice must be given either by personal service 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.¹³⁴ 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.¹³⁵ These terms are defined on page 4.

Holdover Tenants

If there is no condition 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.¹³⁶ Some leases in rural areas 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 pages 24-29 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.

132 Minn. Stat. § 504B.135 (2023); *Oesterreicher v. Robertson*, 245 N.W 825 (Minn. 1932); *Eastman v. Vetter*, 58 N.W 989 (Minn. 1894).

133 Minn. Stat. § 504B.144 (2023).

134 Minn. Stat. § 504B.145 (2023).

135 Minn. Stat. § 504B.178, subd. 8 (2023).

136 Minn. Stat. § 504B.141 (2023).

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.

Effective August 1, 2023, a tenant in public housing is entitled to free representation in a breach of lease case.¹³⁷

Right of Victims of Violence to Terminate Lease

A victim of domestic violence, criminal sexual conduct, or stalking who fears imminent violence 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 violence from a person named in an order for protection or no contact order, or a writing produced and signed by a court official or city, county, state, or tribal law enforcement;¹³⁸ **and**
2. The tenant needs to terminate the tenancy;¹³⁹ **and**
3. The specific date the tenancy will terminate.¹⁴⁰

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, no contact order, or qualified statement. 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.¹⁴¹

The tenant is responsible for the rent payment for the full month in which the tenancy terminates and forfeits all claim for return of the security deposit.¹⁴² 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.¹⁴³

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.¹⁴⁴

¹³⁷ Minn. Stat. § 504B.268 (2023).

¹³⁸ Minn. Stat. § 504B.206, subd. 1(b)(1) (2023).

¹³⁹ Minn. Stat. § 504B.206, subd. 1(b)(2) (2023).

¹⁴⁰ Minn. Stat. § 504B.206, subd. 1(b)(3) (2023).

¹⁴¹ Minn. Stat. § 504B.206, subd. 2 (2023).

¹⁴² Minn. Stat. § 504B.206, subd. 3(a) (2023).

¹⁴³ Minn. Stat. § 504B.206, subd. 3(c) (2023).

¹⁴⁴ Minn. Stat. § 504B.155 (2023).

Move-Out Inspection

Beginning on January 1, 2024, landlords are required to conduct a move-out inspection within five days of the end of the tenancy if the tenant requests one.¹⁴⁵ The tenant has the right to be present for the inspection. The purpose of the move-out inspection is give the tenant an opportunity to correct any damages the tenant caused during the tenancy and to avoid deductions from the security deposit. If the tenant requests an inspection then the tenant and landlord should schedule the inspection at a day and time both agree to.

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. If a landlord is not returning the deposit or any part of the deposit, the landlord must give the tenant a written explanation why they are not returning the deposit.¹⁴⁶ **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).¹⁴⁷ If the landlord does not return the deposit, give an explanation in the time allowed, or provide an initial inspection and move-out inspection when requested, 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.¹⁴⁸

Minnesota law allows a landlord to withhold from a security deposit only to cover unpaid rent,¹⁴⁹ damages to the rental unit beyond ordinary wear and tear,¹⁵⁰ or other money the tenant owes to the landlord under an agreement (e.g. water bills).¹⁵¹

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.¹⁵²

If a landlord does not return or transfer the deposit, the court may penalize the landlord \$500 for each deposit not returned or transferred.¹⁵³

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.¹⁵⁴

145 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

146 Minn. Stat. § 504B.178, subd. 3 (2023).

147 Minn. Stat. § 504B.178, subd. 3(a)(2) (2023).

148 Minn. Stat. § 504B.178, subd. 4 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

149 Minn. Stat. § 504B.178, subd. 3(b)(1) (2023).

150 Minn. Stat. § 504B.178, subd. 3(b)(2) (2023).

151 Minn. Stat. § 504B.178, subd. 3(b)(1) (2023).

152 Minn. Stat. § 504B.178, subd. 5 (2023).

153 Minn. Stat. § 504B.178, subd. 7 (2023).

154 Minn. Stat. § 504B.178, subd. 2 (2023).

Taking the Matter to Court

If a tenant does not get the deposit back or is not satisfied with the landlord's reason 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).¹⁵⁵ There, it is up to the landlord to justify his or her actions. The Minnesota 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 \$500 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."¹⁵⁶

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.¹⁵⁷

Other Important Laws

Background Checks of Property Managers

If the owner of a home hires someone to manage it and that person has access to the home, then the owner is required to do a background check on the person to make sure the manager does not have a criminal history.^{158 159} Background checks are done by the Superintendent of the Minnesota Bureau of Criminal Apprehension (BCA) and the following guidelines have been established by law for landlords to follow when hiring a manager:

- Someone 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; or stalking,¹⁶⁰ may never be hired as a residential manager and must cease being a manager if hired pending the background check.¹⁶¹
- Someone convicted of: third-degree murder; second degree manslaughter; criminal vehicular homicide or injury; fourth or fifth-degree assault; simple or aggravated robbery; carjacking; false imprisonment; theft; burglary; terrorist threat; or non-felony stalking,¹⁶² can only be a property manager if it has been ten years since the date of discharge of their sentence.¹⁶³

155 Minn. Stat. § 504B.178, subd. 9 (2023).

156 Minn. Stat. § 504B.178, subd. 7 (2023).

157 Minn. Stat. § 504B.178, subd. 8 (2023).

158 Minn. Stat. § 299C.68 (2023)

159 Minn. Stat. § 299C.67, subd. 4 (2023).

160 Minn. Stat. § 299C.67, subd. 2(a) (2023).

161 Minn. Stat. § 299C.69(a) (2023).

162 Minn. Stat. § 299C.67, subd. 2(b)(1) (2023).

163 Minn. Stat. § 299C.69(b) (2023).

- Someone convicted attempting 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 cannot be hired as a property manager.¹⁶⁴

All landlords must request background checks on all currently employed managers.¹⁶⁵ 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 Bureau of Criminal Apprehension, CHA Unit, 1430 Maryland Avenue East, St. Paul, MN 55106, or call (651) 793-2400. Landlords may be required to pay a fee for each property manager background check.¹⁶⁶

Housing Courts

Housing courts in Ramsey (651) 266-8230 and Hennepin (612) 348-5186 counties hear and decide cases involving landlord and tenant disputes. 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.

Eviction

Eviction Actions (Unlawful Detainer)

Under Minnesota law, the only way a landlord can remove a tenant is if the court issues an order requiring the tenant to leave and the Sheriff comes to the home with the order (called a “writ”). Landlords cannot forcibly remove tenants by changing the locks, turning off utilities, or any other action that would force the tenant to leave. 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 this action the landlord must have a legitimate reason. According to state law, legitimate reasons can be nonpayment of rent, other breaches of the lease, or where the tenant has refused to leave after notice to vacate has been properly served and the tenancy’s last day has passed (called a “hold over”).¹⁶⁷

¹⁶⁴ Minn. Stat. § 299C.67 (2023); Minn. Stat. § 299C.69(b) (2023).

¹⁶⁵ Minn. Stat. § 299C.68, subd. 1 (2023).

¹⁶⁶ Minn. Stat. § 299C.68, subd. 2 (2023).

¹⁶⁷ Minn. Stat. § 504B.285, subd. 1 (2023).

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. Effective January 1, 2024, the landlord must issue a 14-day written notice before filing evictions for non-payment of rent.¹⁶⁸ 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 13, 29, and 33 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.

Eviction Procedures

There are several 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 7 days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court.¹⁶⁹
2. A court hearing must take place within 7 to 14 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.¹⁷⁰
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.¹⁷¹

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 \$325) plus the process server fee, plus witness fees if one was called (subpoenaed) for trial; costs do not include other legal or similar fees for handling/processing the case as those are capped at \$5.¹⁷²

If legal action is taken because the tenant owes rent, it is a defense for the tenant to produce a copy or copies of one or more money orders or original receipts for the purchase of money orders if the documents:

1. total the amount of the rent,
2. include a date or dates corresponding with the date rent was due; and
3. in the case of copies of money orders, are made payable to the landlord.

The landlord can argue against this defense by producing a business record that shows that the tenant has not paid the rent.

¹⁶⁸ Minn. Stat. § 504B.321, subd. 1a. (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

¹⁶⁹ Minn. Stat. § 504B.321 (2023); Minn. R. Civ. P. 5.02.

¹⁷⁰ Minn. Stat. § 504B.321 (2023).

¹⁷¹ Minn. Stat. § 504B.345 (2023).

¹⁷² Minn. Stat. § 504B.291, subd. 1(a) (2023).

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 an eviction order (Writ of Recovery).¹⁷³

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 reduced (abated), in part or completely. (See page 16 for a description of withholding rent.)

To be clear: 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 provided at least 24 hours before the actual eviction. The law enforcement officer can show up to perform the eviction any time after the 24 hours have expired.¹⁷⁴

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.

Expungement

Some tenants who have been evicted 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.

Currently, 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 remove (expunge) the eviction case from the court's record if the judge finds the expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.¹⁷⁵ Effective January 1, 2024, the court may order the expungement of an eviction case if the court finds that the expungement is “in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.”¹⁷⁶ Therefore, the court will no longer be required to find that the landlord's case had no merit.¹⁷⁷

Also, starting in 2024, expungement will also be **mandatory** (required) if:

1. The tenant was evicted due to a mortgage foreclosure or contract for deed cancellation and the tenant vacated the property before the Eviction Action was started.
2. The tenant was a tenant during a contract cancellation or foreclosure redemption period and did not receive a proper notice to vacate on a date prior to the start of the Eviction Action.
3. The tenant prevailed on the merits.
4. The court dismissed the landlord's complaint for any reason.
5. Three years has passed since the eviction was ordered.
6. The case settled and the tenant fulfills the terms of the settlement.¹⁷⁸

173 Minn. Stat. § 504B.291, subd. 1(b) (2023).

174 Minn. Stat. § 504B.365, subd. 1 (2023).

175 Minn. Stat. § 484.014, subd. 2.

176 Minn. Stat. § 484.014, subd. 2 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

177 *Id.*

178 Minn. Stat. § 484.014, subd. 3 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

If a judge orders expungement, a tenant may wish to notify the reporting companies so their reports will be updated quickly. If a tenant screening service (see page 5 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.¹⁷⁹

Storage of Personal Property

In cases where the tenant's property is left behind when the Sheriff (or a police officer) is removing the tenant, the landlord must make a list (called "an inventory") of the property and have it signed and dated in the presence of the Sheriff. 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.¹⁸⁰ The inventory must include the following:

1. A listing of the items of personal property, and a description of the condition of that property.¹⁸¹
2. The date, the signature of the landlord, and the name and telephone number of the person authorized to release the property.¹⁸²
3. The name and badge number of the Sheriff or police officer.¹⁸³

The officer must keep a copy of the inventory. The landlord must remove, store, and take care of the tenant's property for 28 days. The landlord is liable for damages to, or loss of, the tenant's personal property if the landlord fails to use reasonable care in storing the 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, informing the tenant that if the tenant has not left by the time specified in the notice, the tenant and the tenant's property will be removed from the premises.¹⁸⁴ According to Minnesota law, this provision may not be waived or modified by any oral or written lease or other agreement.¹⁸⁵

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 right to keep (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 legal claim on the tenant's personal property for the reasonable costs of removing, transporting, and storing the property. The landlord can keep the property in such a circumstance until those expenses are paid.¹⁸⁶

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.

179 Minn. Stat. § 504B.241, subd. 4 (2023).

180 Minn. Stat. § 504B.365, subd. 3(d) (2023).

181 Minn. Stat. § 504B.365, subd. 3(d)(1) (2023).

182 Minn. Stat. § 504B.365, subd. 3(d)(2) (2023).

183 Minn. Stat. § 504B.365, subd. 3(d)(3) (2023).

184 Minn. Stat. § 504B.365, subd. 3(e), (f) and (g) (2023).

185 Minn. Stat. § 504B.365, subd. 5 (2023).

186 Minn. Stat. § 504B.365, subd. 3(c) (2023).

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 (note that effective August 1, 2023, landlords cannot prohibit tenants from possessing edible cannabis in their home – they can only prohibit smoking or vaping cannabis¹⁸⁷);
- Illegally using or possessing firearms;
- Allowing stolen property or property obtained from robbery; or
- Allowing prostitution or related activities.¹⁸⁸

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 5 to 7 days (instead of the usual 7 to 14 days).¹⁸⁹

However, starting June 1, 2024, a landlord cannot evict a tenant for committing most crimes if the crimes were committed somewhere other than on the property.¹⁹⁰

Seizure of Property

Unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances, unlawful use or possession of a dangerous weapon, unlawful sale of alcohol, prostitution and gambling within a building is a public nuisance.¹⁹¹ 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.¹⁹²

Foreclosure/Contract-for-Deed New Owner Evictions

Minnesota law describes a tenant's rights when the new owner brings an action to evict the tenant after a mortgage foreclosure or contract for deed cancellation:

- If a tenant's lease began after the date the mortgage was signed, but prior to the end of the mortgage foreclosure redemption period (described on page 4), the new owner must provide the tenant 90 days written notice to vacate, effective no sooner than 90 days after the end of the mortgage foreclosure redemption period, prior to bringing an Eviction Action provided the tenant pays the rent and abides by all lease terms. The new owner may evict the tenant sooner if the tenant fails to pay the rent and abide by all of the lease terms.¹⁹³
- If the tenant is not a parent, child or spouse of the prior landlord, and the prior landlord and the tenant negotiated an arm's-length lease for fair market value, the new owner generally is required to allow the tenant to remain in the property until the lease ends. If, however, the new owner will live in the property as a primary residence, the new owner is not required to permit the tenant to stay until the end of the lease. If the tenant fails to pay rent and abide by the lease terms, the new owner may evict the tenant. The new owner must provide notice to vacate 90 days prior to the termination of the lease. These requirements only apply

187 Minn. Stat. § 504B.171, subd. 1 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 63 (H.F. No. 100).

188 Minn. Stat. § 504B.171, subd. 1 (2023).

189 Minn. Stat. § 504B.321, subds. 1 and 2 (2023).

190 Minn. Stat. § 504B.171, subd. 1 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

191 Minn. Stat. § 617.81, subd. 2 (2023).

192 Minn. Stat. § 617.83 (2023).

193 Minn. Stat. § 504B.285, subd. 1a(a) (2023).

to the new owner immediately after the foreclosure, i.e., the purchaser at the sheriff's sale, and do not apply if the property is resold following the foreclosure.¹⁹⁴

The owner may evict the tenant after termination of a contract for deed, but if the lease began after the date the contract for deed was signed, but prior to the end of the contract for deed cancellation period (described on page 4), the tenant must receive:

1. At least two months' written notice to vacate no sooner than one month after the end of the contract for deed cancellation period, provided that the tenant pays the rent and abides by all the terms of the lease; or
2. At least two months' written notice to vacate no later than the end of the contract for deed cancellation period. This notice must state that the sender will hold the tenant harmless for breaching the lease by vacating the premises if the contract is reinstated.¹⁹⁵

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.¹⁹⁶

The law presumes that the landlord is retaliating if, within 90 days of a tenant's action, the landlord starts an Eviction Action or gives the tenant a notice to vacate. 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.

Unlawful Exclusions and Property Confiscation

It is a misdemeanor for a landlord to physically lock out or bar 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.¹⁹⁷ A tenant who has been unlawfully forced out may ask a court to get back in. The petition filed with the court must:

1. Give a description of the rental unit.¹⁹⁸
2. Give the owner's name.¹⁹⁹
3. State the facts that make the lockout or exclusion unlawful.²⁰⁰
4. Request that the tenant be given possession of the unit.²⁰¹

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

194 Minn. Stat. § 504B.285, subd. 1a(b) (2023).

195 Minn. Stat. § 504B.285, subd. 1b (2023).

196 Minn. Stat. § 504B.441 (2023).

197 Minn. Stat. § 504B.225 (2023).

198 Minn. Stat. § 504B.375, subd. 1(b)(1) (2023).

199 Minn. Stat. § 504B.375, subd. 1(b)(1) (2023).

200 Minn. Stat. § 504B.375, subd. 1(b)(2) (2023).

201 Minn. Stat. § 504B.375, subd. 1(b)(3) (2023).

landlord to pay the tenant up to triple damages or \$500, whichever is greater, plus reasonable attorney's fees.²⁰² Also, a landlord cannot cart away or keep a tenant's belongings for nonpayment of rent or other charges.²⁰³

Utility Shut-offs

A landlord may not intentionally shut off a tenant's utilities.²⁰⁴ 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.²⁰⁵
2. The landlord, once notified, had the services reinstated within a reasonable time or made a good faith effort to do so.²⁰⁶
3. The cutoff was necessary to repair or correct equipment or to protect the health and safety of the tenants.²⁰⁷

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. Effective January 1, 2024, a "repair emergency" will include a non-working refrigerator, promised air-conditioning, serious infestations, and a city notice of intent to condemn the property.²⁰⁸

Loss of Essential Services

When a landlord has contracted to pay for utilities but fails to pay, the utility company must provide 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.

²⁰⁹

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.²¹⁰

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.²¹¹ 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.²¹²

²⁰² Minn. Stat. § 504B.231(a) (2023).

²⁰³ Minn. Stat. § 504B.101 (2023); Minn. Stat. § 504B.001 subd. 3 (2023).

²⁰⁴ Minn. Stat. § 504B.225 (2023).

²⁰⁵ Minn. Stat. § 504B.221, subd. (a)(1) (2023).

²⁰⁶ Minn. Stat. § 504B.221, subd. (a)(2) (2023).

²⁰⁷ Minn. Stat. § 504B.221, subd. (a)(3) (2023).

²⁰⁸ Minn. Stat. § 504B.381 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

²⁰⁹ Minn. Stat. § 504B.215, subd. 3(a) and (i) (2023).

²¹⁰ Minn. Stat. § 504B.215, subd. 3(a) (2023).

²¹¹ Minn. Stat. § 504B.215, subd. 3(b) and (c) (2023).

²¹² Minn. Stat. § 504B.215, subd. 3(h) (2023).

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.²¹³

Utilities include natural gas, water, electricity, home heating oil and propane.²¹⁴ This law applies to all utility providers, including municipalities and cooperatives that in most cases are not regulated by the Minnesota Public Utilities Commission.²¹⁵ 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.²¹⁶

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.²¹⁷ 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 percent of the state median income if the customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement. Customers whose household income is above 50 percent of the state median income also have the right to a payment agreement to prevent disconnection or get reconnected.²¹⁸ 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.²¹⁹ A regulated public utility must notify a customer of disconnection at least seven working days in advance.²²⁰ An unregulated utility—such as a cooperative or municipal utility—must notify a customer of disconnection at least 15 days in advance.²²¹ 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.

213 Minn. Stat. § 504B.215, subd. 3(i) (2023).

214 Minn. Stat. § 504B.215, subd. 3(a) (2023).

215 Minn. Stat. § 504B.215, subd. 3(a) (2023).

216 Minn. R. 7820.1400 (2023).

217 Minn. Stat. § 216B.096 (2023); Minn. Stat. § 216B.097 (2023).

218 Minn. Stat. § 216B.096, subd. 10 (2023).

219 Minn. Stat. § 216B.096, subd. 4 (2023); Minn. Stat. § 216B.097, subd. 2 (2023).

220 Minn. Stat. § 216B.096, subd. 7(c)(2) (2023).

221 Minn. Stat. § 216B.097, subd. 3(a)(4) (2023).

Payment Plans

A utility company must enter into payment agreements all year round, not just during the winter months.²²² 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.²²³ 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 10 percent of your monthly household income toward current and past utility bills.²²⁴ A cooperative or municipal utility can ask you to pay more than 10 percent of your monthly household income, but it must consider your financial circumstances.²²⁵ Household income includes the income of all residents in your household but does not include any amount received for energy assistance.

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.²²⁶ 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 7 working days.²²⁷ After it receives your written appeal, the Minnesota Public Utilities Commission will review it and issue a decision within 20 working days.²²⁸ During the appeal process, your utility company cannot disconnect your heat; if you have already been disconnected, your utility company must reconnect your service.²²⁹ If your appeal is denied, your utility company must notify you in writing at least 7 days before it disconnects your service.²³⁰

If you are the customer of a cooperative or municipal utility, you must appeal directly to your utility company before you are disconnected.²³¹

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 (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.

²²² Minn. Stat. § 216B.098, subd. 3 (2023).

²²³ Minn. Stat. § 216B.098, subd. 3 (2023); Minn. Stat. § 216B.096 (2023).

²²⁴ Minn. Stat. § 216B.096, subd. 5 (2023).

²²⁵ Minn. Stat. § 216B.097, subd. 1(a)(2) (2023).

²²⁶ Minn. Stat. § 216B.096, subd. 8 (2023).

²²⁷ Minn. Stat. § 216B.096, subd. 8(b) (2023).

²²⁸ Minn. Stat. § 216B.096, subd. 8(c) (2023).

²²⁹ Minn. Stat. § 216B.096, subd. 7(c)(1) (2023).

²³⁰ Minn. Stat. § 216B.096, subd. 8(d) (2023).

²³¹ Minn. Stat. § 216B.097, subd. 3(c) (2023).

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.²³² 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 (M1PR) 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.²³³ 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 or (800) 652-9004. TTY users call 711 for Minnesota State Relay Service.

Discrimination

According to Minnesota law, landlords cannot legally refuse to rent or otherwise deny housing to potential tenants (or have different rental terms) on the basis of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, sexual orientation, disability, or familial status.²³⁴ There are two exceptions to this:

1. An owner living in a one-family unit may refuse to rent part of the premises on the basis of sex, gender identity, marital status, status with regard to public assistance, sexual orientation, or disability; or
2. A nonprofit organization can discriminate on the basis of sex if the units are in a temporary or permanent residence home.²³⁵

However, there are some important exceptions to the prohibition on landlords discriminating against tenants with children (a person’s “familial status”). Landlords can refuse to rent to tenants with children when:

1. The number of occupants would be over the local, state, or federal restrictions regarding the maximum number of occupants permitting to live in a rental unit; or
2. The landlord lives in the building and the building has 4 or fewer units;²³⁶ or
3. The purpose of the building is to provide housing for elderly persons.²³⁷

Tenants who experience discrimination can file a complaint with the Minnesota Department of Human Rights as follows: in person at 540 Fairview Avenue North, Suite 201, Saint Paul MN 55104; by phone at (651) 539-1100, or toll free, (800) 657-3704; or online at <https://mn.gov/mdhr>. In Minneapolis, St. Paul, and some other locations, such

²³² Minn. Stat. § 290A.19 (2023).

²³³ Minn. Stat. § 290A.19 (2023).

²³⁴ Minn. Stat. § 363A.09 (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909)

²³⁵ Minn. Stat. § 363A.21, subd. 1(2) (2023), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

²³⁶ Minn. Stat. § 363A.21, subd. 2(a) (2023).

²³⁷ Minn. Stat. § 363A.21, subd. 2(a) (2023)

complaints may also be filed with municipal civil or human rights departments. Tenants may also wish to consult a private attorney about whether or not to sue on the basis of discrimination.

To qualify for the elderly persons exemption the housing must:

1. Be provided under a state or federal program that is specifically designed and operated to assist elderly persons;²³⁸
2. Be intended for and solely occupied by persons 62 years of age or older;²³⁹ 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.²⁴⁰

Additionally, a landlord is unable to discriminate against a tenant who requires a service dog. Every person who is totally or partially blind, has a physical disability, or is deaf, and who has a service dog or 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.²⁴¹

A landlord may require a tenant to provide supporting documentation for each service or support animal for which the tenant requests a reasonable accommodation under any provision of law. A landlord must not require supporting documentation from a tenant if the tenant's disability or disability-related need for a service or support animal is readily apparent or already known to the landlord.²⁴² A landlord must not require the tenant to disclose or provide access to medical records or medical providers or provide any other information or documentation of a person's physical or mental disability.²⁴³

Additionally, effective January 1, 2024, a landlord that accepts pets won't be able to require either declawing or devocalization.²⁴⁴

Accessible Units

Minnesota law requires that a person with disabilities, or a family with a family member with disabilities, must be given priority to accessible units. This law provides that if a person without disabilities, or a family that does not include a person with disabilities, is living in an accessible unit, the owner must offer to rent a non-disability-equipped apartment to that person or family if:

1. A person with disabilities or a family with a family member with disabilities who will reside in the apartment has signed a rental agreement for the accessible unit.²⁴⁵
2. A similar non-disability-equipped unit in the same rental housing complex is available at the same rent.²⁴⁶

238 Minn. Stat. § 363A.21, subd. 2(b)(1) (2023).

239 Minn. Stat. § 363A.21, subd. 2(b)(2) (2023).

240 Minn. Stat. § 363A.21, subd. 2(b)(3) (2023).

241 Minn. Stat. § 256C.025 (2023).

242 Minn. Stat. § 504B.113, subd. 2 (2023).

243 Minn. Stat. § 504B.113, subd. 2 (2021).

244 Minn. Stat. § 504B.114 (2023).

245 Minn. Stat. § 363A.40 (2023)

246 Minn. Stat. § 363A.40 (2023)

The law requires that the owner must inform people without disabilities and families that do not include a family member with disabilities of the possibility that they may have to move to a non-disability-equipped rental unit. This information must be provided before an agreement is made to rent an accessible unit.²⁴⁷

Landlord Disclosure

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

1. The person authorized to manage the premises.²⁴⁸
2. The owner of the premises or the owner's authorized agent (the person or entity that will be receiving any notices or demands).²⁴⁹

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 handed to the recipient (served). 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.²⁵⁰

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.²⁵¹

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.²⁵²

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. 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.

Abandoned Property

Personal property a tenant leaves behind after moving out must first be stored by the landlord. The landlord can charge the tenant all moving, storage, and care costs, however, the tenant can get his or her property back before paying the moving, storage, and care costs. If the tenant refuses to pay the moving, storage, and care costs, the landlord can sue the tenant to recover those costs.²⁵³

247 Minn. Stat. § 363A.40 (2023)

248 Minn. Stat. § 504B.181, subd. 1(1) (2023).

249 Minn. Stat. § 504B.181, subd. 1(2) (2023).

250 Minn. Stat. § 504B.181, subd. 2 (2023).

251 Minn. Stat. § 504B.181, subd. 4 (2023).

252 Minn. Stat. § 504B.181, subd. 5 (2023).

253 Minn. Stat. § 504B.271, subd. 1 (2023).

If law enforcement has performed an eviction, see page 27 of this booklet to learn about the storage of a tenant's personal property.

Twenty-eight 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.²⁵⁴ But, the landlord must make a reasonable effort to contact the tenant at least 2 weeks before a 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 a sale or by sending the notice by first-class and certified mail to the tenant's last known address or likely new address, if the landlord knows that information. The landlord must also post a notice of the sale in a clearly visible place on the premises at least 2 weeks before the sale. If notice is given by mail, the 2-week period begins the day the notice is deposited in the United States mail.²⁵⁵

The landlord may use a reasonable amount of the money from a sale to pay for the costs of removing, caring for, 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. If the tenant has asked for the property back before the 28-day waiting period ends, the landlord must give the property back.²⁵⁶

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 in an amount not to exceed twice the actual damages or \$1,000, whichever is greater, plus any damages the tenant suffered plus reasonable attorney's fees.²⁵⁷

Expanded Definition of Tenant

Caretakers and other individuals who exchange their services (instead of money) for rent are also considered tenants, as are all regular occupants of a dwelling. As such, these individuals are entitled to all rights and remedies provided to tenants by law.²⁵⁸

Smoking in Common Areas

Minnesota's Clean Indoor Air Act prohibits smoking in all common areas within apartment buildings.²⁵⁹

Manufactured Home Park Residents

Manufactured homeowners who rent lots in manufactured home parks have special rights and responsibilities under Minnesota law.²⁶⁰ 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 37.

254 Minn. Stat. § 504B.271, subd. 1(b) (2023).

255 Minn. Stat. § 504B.271, subd. 1(d) (2023).

256 Minn. Stat. § 504B.271, subd. 1(b) (2023).

257 Minn. Stat. § 504B.271, subd. 2 (2023).

258 Minn. Stat. § 504B.001, subd. 12 (2023).

259 Minn. Stat. § 144.413, subd. 2 (2023).

260 Minn. Stat. § 327C (2023).

Resources

References

Minnesota statutes and rules can be found on the Minnesota Office of the Revisor of Statutes website at: www.revisor.mn.gov. Information on federal laws can be found on the Office of the Law Revision Counsel website at: <https://uscode.house.gov>.

Resource Directory

Office of Minnesota Attorney General Keith Ellison

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

Twin Cities Calling Area: (651) 296-3353

Outside the Twin Cities: (800) 657-3787

Minnesota Relay Service: (800) 627-3529

www.ag.state.mn.us

2-1-1 United Way

(651) 291-0211

For calls outside Minneapolis and St. Paul:

(800) 543-7709

www.211unitedway.org/

City of St. Paul Information and Complaint Line

375 Jackson Street, Suite 220

Saint Paul, MN 55101

(651) 266-8989

www.stpaul.gov/dsi

HOME Line

8011 34th Avenue South, Suite 126

Bloomington, MN 55425

(612) 728-5767

(866) 866-3546 (Greater Minnesota)

www.homelinemn.org

(Serves entire state of Minnesota)

Minnesota Family Farm Law Project

12 Civic Center Plaza, Suite 3000

Mankato, MN 56001

888-575-2954

www.smrls.org

Legal Services State Support

970 Raymond Avenue, Suite G40

St. Paul, MN 55114

(651) 228-9105

statesupport@mnlegalservices.org

www.mnlegalservices.org

Legal Services Advocacy Project

2324 University Ave. W., Suite 101

St. Paul, MN 55114

(651) 222-3749

Disability Line (800) 292-4150

www.lawhelpmn.org

Legal Assistance of Olmsted County

1700 N. Broadway, Suite 124

Rochester, MN 55906

(507) 287-2036

info@laocmn.org

www.laocmn.org

Community Stabilization Project

501 N. Dale Street, Suite 203 St. Paul, MN 55103

(651) 225-8778

csp501dale@gmail.com

csp501dale.wixsite.com/communitystabproject

American Indian Family Center

579 Wells Street St. Paul, MN 55130

(651) 793-3803

Legal Aid Services

Legal Aid Services provide legal assistance to financially disadvantaged persons. Each Legal Aid office has criteria to determine when a person qualifies for legal assistance at little to no cost. Some Legal Aid offices provide assistance only within certain areas of the state or to certain groups of individuals—see specific listings for more information.

Southern Minnesota Regional Legal Services

(888) 575-2954

www.smrls.org

Administrative Office

800 Alliance Bank Center
55 East 5th Street, St. Paul, MN 55101
(651) 228-9823
smrls.administration@smrls.org

Albert Lea Office

146 College Street West Albert Lea, MN 56007
(507) 377-2831
albertlea@smrls.org

Mankato Office

12 Civic Center Plaza, Suite 3000
Mankato, MN 56001
(507) 387-5588

Rochester Office

903 West Center Street, Suite 230
Rochester, MN 55902
(507) 292-0080
rochester@smrls.org

Saint Paul Central Office

400 Alliance Bank Center
55 East 5th Street
St. Paul, MN 55101
(651) 222-5863
central@smrls.org

Winona Office

66 East Third Street, Suite 204
Winona, MN 55987-3478
(507) 454-6660 (voice or TTY)
winona@smrls.org

Worthington Office

1567 North McMillan Street, Suite 6
Worthington, MN 56187
(507) 372-7368
worthington@smrls.org

Mid-Minnesota Legal Aid Offices

www.mylegalaid.org

Minneapolis Office

111 North 5th Street, Suite 100
Minneapolis, MN 55403
(612) 332-1141
(612) 332-4668 (TTY)

St. Cloud Office

110 Sixth Avenue South, Suite 200
St. Cloud, MN 56301
(320) 253-0121
(888) 360-2889
Disability Line (800) 292-4150

Willmar Office

415 Seventh Street SW
P.O. Box 1866 Willmar, MN 56201
(320) 235-9600
(888) 360-3666
Disability Line (800) 292-4150

Legal Aid Service of Northeastern Minnesota

302 Ordean Building
424 West Superior Street
Duluth MN 55802
(800) 933 1112
info@lasnem.org
www.lasnem.org

Service area includes: Aitkin, Carlton, Cass, Cook, Crow
Wing, Itasca, Kanabec, Koochiching, Lake, Pine, and St.
Louis counties

Duluth Office

306 W. Superior Street
403 Alworth Building
Duluth, MN 55802
(218) 722-5625
Disability Line (800) 292-4150

Brainerd Office

P.O. Box 804
324 South Fifth Street, Suite A
Brainerd, MN 56401
(218) 829-1701 or (800) 933-1112

Grand Rapids Office

350 NW 1st Avenue, Suite F
Grand Rapids, MN 55744
(218) 322-6020 or (800) 933-1112

Pine City Office

1015 Hillside Avenue SW, Suite 4
Pine City, MN 55063
(320) 629-7166 or (800) 933-1112

Virginia Office

Olcott Plaza, Suite 200
820 North Ninth Street
Virginia, MN 55792
(218) 749-3270 or (800) 933-1112

Legal Services of Northwest Minnesota

www.lsnmlaw.org

All three offices serve the following counties: Becker, Beltrami, Clay, Clearwater, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnommen, Marshall, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Traverse, Wadena and Wilkin.

Alexandria Office

426 Broadway Street
Alexandria, MN 56308
(320) 762-0663 or (800) 450-8585

Bemidji Office

215 Fourth Street NW
Bemidji, MN 56619
(218) 751-9201 or (800) 450-8585

Moorhead Office

Administrative Offices
1015 Seventh Avenue North
Moorhead, MN 56560
(218) 233-8585 or (800) 450-8585

Anishinabe Legal Services

www.alslegal.org

To ensure equal access to high quality legal assistance for historically under-served people living on or near the Leech Lake, Red Lake, and White Earth Tribal Lands and to protect legal rights and Tribal Sovereignty.

Cass Lake (Central) Office

P.O. Box 157
411 First Street NW
Cass Lake, MN 56633
(218) 335-2223 or (800) 422-1335

Red Lake Office

Red Lake Agency, Room 18
Highway 1 West
Red Lake, MN 56671
(218) 335-2223, ext. 113

White Earth Office

White Earth Judicial Complex
35500 Eagle View Road
White Earth, MN 56591
(218) 335-2223, ext. 114

Minnesota Association of Community Mediation Programs

The Minnesota Association of Community Mediation Programs consists of several centers which provide trained volunteer mediators to help resolve disputes peacefully and cooperatively. These centers cannot provide legal advice. The costs and fees vary:

Conflict Resolution Center

2101 Hennepin Avenue South, Suite 100
Minneapolis, MN 55405
(612) 822-9883
mediation@crcminnesota.org
www.crcminnesota.org

Mediation and Restorative Services

1201 89th Avenue NE, Suite 380
Blaine, MN 55434
(763) 422-8878
info@mediationservice.org
www.mediationservice.org

Community Mediation & Restorative Services, Inc.

9220 Bass Lake Road, Suite 270
New Hope, MN 55428
(763) 561-0033
Español (612) 629-6058
staff@cmrsmn.org
www.cmrsmn.org

Mediation & Conflict Solutions

1700 North Broadway, Suite 124
P. O. Box 6541
Rochester, MN 55903-6541
(507) 285-8400
www.mediationandconflictsolutions.org

Dispute Resolution Center

844 Selby Avenue
St. Paul, MN 55104
(651) 292-7791
www.disputeresolutioncenter.org
Serves Ramsey county

Restorative and Mediation Practices

1651 Jefferson Parkway
Northfield, MN 55057
(763) 561-0033
www.rmap-mn.org

Refugee, Immigrant, and Migrant Services

St. Paul Office

450 North Syndicate Street, Suite 285

St. Paul, MN 55104

(651) 291-2837

immigration@smrls.org

www.smrls.org

Rochester Office

903 West Center Street, Suite 230

Rochester, MN 55902

(507) 292-0080

citizenship.rochester@smrls.org

www.smrls.org

Judicare of Anoka County

Judicare of Anoka County, Inc. is a non-profit corporation that provides free legal representation in non-criminal matters to low-income residents of Anoka County

Judicare of Anoka County

1201 89th Avenue Northeast, Suite 310

Blaine, MN 55434

(763) 783-4970

www.anokajudicare.org

Consumer Questions or Complaints

The Minnesota Attorney General's Office answers questions regarding numerous consumer issues. The Attorney General's Office also provides assistance in resolving disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's civil laws. We welcome your calls!

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

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

You can also receive direct assistance from a consumer specialist by calling:

(651) 296-3353 (Twin Cities Calling Area)
(800) 657-3787 (Outside the Twin Cities)
(800) 627-3529 (Minnesota Relay)

Additional Publications

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

- | | | |
|--------------------------------|------------------------------|------------------------------------|
| - Car Handbook* | - Home Seller's Handbook | - Probate and Planning: A Guide to |
| - Conciliation Court* | - Landlords and Tenants: | Planning for the Future |
| - Credit Handbook | Rights and Responsibilities* | - Seniors' Legal Rights |
| - Guarding Your Privacy: | - Managing Your Health Care | - Student Loan Handbook |
| Tips to Prevent Identity Theft | - Manufactured Home Parks* | - Veterans and Service Members |
| - Home Building and Remodeling | - Minnesota's Car Laws | |
| - Home Buyer's Handbook | - Phone Handbook | |

**Available in Spanish*



The Office of
Minnesota Attorney General Keith Ellison

helping people afford their lives and live with dignity, safety, and respect • www.ag.state.mn.us

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

(651) 296-3353 (Twin Cities Calling Area)

(800) 657-3787 (Outside the Twin Cities)

(800) 627-3529 (Minnesota Relay)

www.ag.state.mn.us



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

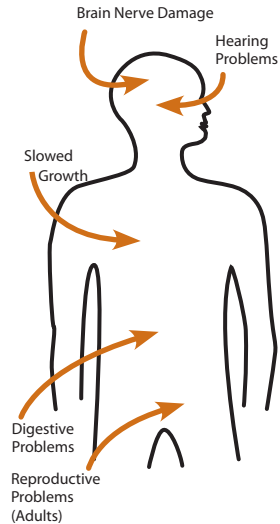
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).