

## **MN Attorney General Lori Swanson**

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### **MAINTENANCE**

1. According to Minnesota law the landlord is responsible to make sure that the rental unit is:
2. Fit to live in.
3. Kept in reasonable repair.
4. Kept in compliance with state and local health and housing codes.
5. Made reasonably energy efficient to the extent that energy savings will exceed the costs of upgrading efficiency.

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

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

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

### **REPAIR PROBLEMS**

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

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

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:

- 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.
- Place the full rent in escrow with the court, and ask the court to order the landlord to make repairs.
- Sue the landlord in district court under the Tenant's Remedies Act.
- 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).
- 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.

A landlord may not retaliate (strike back) by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector.

### **USING THE TENANTS REMEDIES ACT**

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

1. A health or housing code violation.
2. A violation of the landlord's obligation to keep the rental unit in reasonable repair.

3. A violation of an oral or written rental agreement or lease.

### **RIGHT OF VICTIMS OF DOMESTIC ABUSE TO TERMINATE LEASE**

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

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

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

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

### **Taking the Matter to Court**

If a tenant does not get the deposit back, or is dissatisfied with the landlord's explanation for keeping part or all of the deposit, the tenant can take the matter to court (this is usually the conciliation court in the county where the rental property is located). (150) There, it is up to the landlord to justify his or her actions.

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