



Summary of MN Landlords and Tenants Rights

Please see the full version for more information
<https://www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp>

All information is taken from the Landlords and Tenants Rights and Responsibilities published by State Attorney General

*When the owner of a house or apartment agrees to give to someone else for money or labor the temporary use of that place, the two have entered into a legally binding rental contract. The agreement can be oral or written and covered by the landlords and tenant's rights. -
Landlord and Tenants Rights and Responsibilities*



This is not legal advice. See a lawyer for advice.
Southern MN Regional Legal Services Intake and Hotline 888-575-2954
Home Line 866-866-3546

Before Entering into a Rental Agreement

Landlords with single-metered residential buildings must provide prospective tenants with the total utility costs for the building from the most recent calendar year.

Any manager employed or applying to be hired will have a background check completed. They cannot be convicted of certain crimes such as stalking, criminal sexual conduct or murder.

If paying a screening fee, the landlord must give a receipt if requested by the applicant. The landlord must also give the screening criteria and the name, address and telephone number of the tenant screening service to the applicant.

- This fee cannot be deposited or cashed if there are other applicants in the screening process.
- The fee must be returned if the applicant is rejected for any reason not listed on the screening criteria.
- If rejected the applicant must be notified why they did not meet the criteria.

Landlords can request a pre-lease deposit. If required, this must be applied to the applicant's security deposit.

- Security deposits or damage deposits are only for damage beyond regular wear and tear.
- The security deposit **cannot** be used by the tenant to pay for rent. The money will only be returned to those whose names are on the lease and remain on the lease until the end of the rental term.
- It **can** be used by the landlord to cover any unpaid rent or fees.
- There is no limit to the amount a landlord may require.
- If there is no end date on the lease (periodic lease) and a clearly stated amount in the lease the security deposit amount can be increased at any time.

Recommendations

Tour the unit that you will be renting, not one that looks just like it.

- Make a list of any problems with the unit. Have the list signed by the tenant and the landlord.

Ask if there is a screening fee and if paid if the fee is refundable.

Obtain a copy of your tenant screening report from a residential tenant screening service.

- This report can include an individual's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or lifestyle. This information can be used to approve or deny a tenancy.
- The company's that compile these reports are governed by the Fair Credit Reporting Act, and they are required to give individuals their report upon request at no charge if in the past 60 days the information was used to deny a rental application or to increase the rent or security deposit of a residential housing unit.
- The report is free if the individual receives public assistance. If the information is inaccurate, there is a process to correct it.

Individuals can provide credible references or offer an increased damage/security deposit to assist in getting approved for a rental agreement.

In limited situations, tenants who have been named as a defendant in eviction cases can have this expunged from their record.

The Lease

If the building contains less than 12 units, the lease can be verbal. If there are more than 12 units, the lease must be written.

- If the lease is written the tenant must be given a copy.
- A tenant does not have a legal right to get out of a lease unless the lease itself contains provisions which allow a tenant to break the lease or the landlord agrees to release the tenant from the terms of the lease.
- Exceptions include death, the building is condemned or military service.

There are two types of leases periodic (month-to-month) and definite Term (usually 6 months or 1 year).

- Each type has different regulations.
- Sometimes definite automatically renew.

If the owner sells the house or apartment the lease transfers to the new owner.

Before signing a lease, a landlord must tell the applicant:

- Outstanding inspection orders with issued citations
- If the building was built before 1978, all known lead-based paint and hazards in the unit
- If the property is in foreclosure

If the building has a shared utility meter, the landlord must have an equitable method for dividing the utility bill and billing the tenants. How they will divide the cost must be written in the lease.

Recommendations

Always use a written lease.

- The lease should state who is responsible for paying which utility bills.

Tenants should speak with the landlord before making any alterations to the property.

During the Tenancy

Tenants must pay rent on the due date. When rent is paid in cash, a receipt must be issued.

- If you move out of a unit, the tenants must continue to pay rent until the end of the lease.
- If rent is paid late, the landlord may begin eviction proceedings.
- Tenants cannot be charged a late fee unless the landlord and tenant have agreed in writing that a late fee may be added to the rent. The fee cannot exceed 8% of the overdue amount.
- Rent cannot be raised unless written notice is given. For periodic tenancy, it is 1 month plus 1 day. Definite term lease rent cannot be raised during the term unless the lease allows for an increase.

Written notice must be given before the landlord enters the unit for business purposes.

- They may enter immediately without notice:
 - To prevent injury to person or property because of conditions relating to maintenance, building security, or law enforcement
 - To determine a tenant's safety
 - To comply with state or local ordinances
- If they enter without notice, they must give written notice that they entered.

Tenants have the right to use police and emergency assistance.

Landlords must keep units in reasonable repair. See lawhelpmn.org for more information.

The landlord and tenant can agree the tenant will do specific repairs or maintenance. The agreement must be in writing. The tenant must receive something adequate in return.

If a landlord fails to make repairs a tenant can:

- File a complaint with the local housing health, energy or fire inspector.
- 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 the return of part of the rent or, in extreme cases, all of the rent.
- Use the landlord's failure to make repairs as a defense to landlord's Eviction Action (seek assistance from a lawyer before withholding rent).

Ending the Tenancy

Periodic Lease – The landlord or tenant must give written notice 1 month and 1 day before the end of the lease.

Definite Term Lease – The terms to end the lease are generally written into the lease. If there is an automatic renewal, the landlord needs to notify the tenant of the automatic renewal 15-30 days before it takes effect by personal service or certified mail.

If the definite term lease does not state what happens when the lease expires, and the tenant maintains tenancy the landlord can begin the eviction process. Once the landlord accepts 1 months' rent, the lease becomes a periodic lease.

If the tenant is a victim of violence, they have the right to terminate their lease. There is a specific process to follow. See lawhelpmn.org for more information.

If moving during winter, a tenant must give the landlord 3 days' notice. This does not end the lease. All terms of the lease still stand. A tenant's failure to notify the landlord is a misdemeanor. This is because the damage cold weather can cause an empty property.

At the end of the lease, if there are no damages, the amount must be returned with a minimum of 1% interest. MN law allows a landlord to withhold money from a security deposit only the amount is necessary for unpaid rent, damages to the rental unit beyond ordinary wear and tear or other money the tenant owes to the landlord under an agreement (e.g., water bills).