



CITY OF SPRING PARK
PLANNING COMMISSION AGENDA
SEPTEMBER 11, 2019 – 6:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPT AGENDA
5. APPROVAL OF MINUTES
 - a. Planning Commission Meeting Minutes from August 21, 2019
6. CONSIDERATION/DISCUSSION ITEMS
 - a. Short & Long Term Rental Licensing Public Hearing & Discussion
7. COMMUNICATIONS
8. MISCELLANEOUS
9. ADJOURNMENT



CITY OF SPRING PARK
PLANNING COMMISSION MINUTES
AUGUST 21, 2019 – 6:00 PM
SPRING PARK CITY HALL

1. CALL TO ORDER - The meeting was called to order by Chair Hoffman at 6:00 p.m.
2. PLEDGE OF ALLEGIANCE – Chair Hoffman led the audience in the Pledge of Allegiance.
3. ROLL CALL

Planning Commissioners Present: Jeff Hoffman, Chair; Max Avalos; Bruce Homan; Michael Mason; and Pete Kaczanowski

Staff Present: Dan Tolsma, City Administrator; Al Brixius, City Planner; Scott Qualle, Building Official; and David Anderson, Assistant City Attorney.

Others Present: Catherine Kane Palen, City Council Member/Planning Commission Ex-Officio

4. ADOPT AGENDA

M/Avalos, S/Mason to approve the agenda.

Motion carried 5-0.

5. APPROVAL OF MINUTES

- a. Planning Commission Meeting Minutes from July 10, 2019

Commissioner Mason noted a correction of the approval date listed at the bottom of the minutes to be changed from August 14, 2019 to August 21, 2019.

M/Avalos, S/Mason to approve the minutes as amended.

Motion carried 5-0.

6. CONSIDERATION/DISCUSSION ITEMS

- a. Short-Term/Rental Licensing Discussion

City Planner Brixius discussed several options to the proposed draft in response to comments at the July 10 public hearing. The following items were discussed:

- Penalty points for older housing units;
- The City's current complaint-based enforcement policy;
- Whether or not short-term rentals benefit or harm the long range plan for the City;
- The use of private building inspectors instead of City inspectors or using the inspection report from a property owner's insurance inspection;

The Planning Commissioner consensus was to remove penalty points for age of property so that only the physical condition of the property is considered in scoring for the tiered system.

Commissioner Kaczanowski asked about the current complaint policy since some neighbors are concerned about keeping peace in their neighborhood and might not feel comfortable submitting a formal complaint.

City Administrator Tolsma discussed the City's current complaint-based enforcement policy including proximity requirements and complaints about a serious or imminent risk to public health or safety.

Assistant City Attorney Anderson added that all complainant information is kept confidential per state statute.

City Planner Brixius stated that in regards to whether or not short-term rentals enhance or detract from the characteristics of the City; it is a policy issue and not something that is determined by staff. He stated that at the very beginning of this rental ordinance process he asked the question to the City Council and Planning Commission about whether or not short-term rentals should be allowed and the consensus was to go down the path of allowing short-term rental properties in the City but put into place certain restrictions to protect the surrounding neighborhood.

City Planner Brixius added that there are goals in the proposed 2040 Comprehensive Plan that are conflicting with each other; promoting Spring Park as a lake community and maintaining the strong character of Spring Park's single-family residential neighborhoods. He added that having a licensing process does help protect the neighborhood if a short-term rental property owner does not follow the rules. However, allowing short-term rentals is a policy decision and the commission is allowed to change the path they are going down if they so choose.

Commissioner Mason noted that many surrounding communities do not allow short-term rental properties.

Commissioner Avalos asked if there would be any flexibility for a property owner to bring in their own state-certified inspector instead of using the City's inspector.

City Planner Brixius responded that having an unlimited number of inspectors would not accomplish the goal of ensuring that all properties are treated equally, held to the same standard, and that each property has been inspected in a consistent manner. Furthermore, outside inspectors have competing interests and are not necessarily working in the best interest of the City or its residents.

City Building Official Qualle added that there are several inspectors at MNSPECT so if there was a personality conflict between a property owner and inspector they would have the option of having another inspector conduct their inspection. He also discussed the licensing requirements for his employees.

Commissioner Homan stated that it would probably be an additional administrative burden for City staff to try and follow, communicate, and receive reports from multiple unknown inspectors.

Assistant City Attorney Anderson agreed that an additional administrative burden could be created with potential communication issues and consistency in reporting.

Commissioner Kaczanowski stated that MNSPECT is the City's hired contractor and they are required to be impartial.

Commissioner Mason discussed the fees that were brought up during the public hearing including the idea of charging a larger upfront license fee so that all re-inspections are covered instead of a lower license fee and separate charge for any necessary re-inspections.

Assistant City Attorney Anderson stated that the City's fees cannot be a revenue raising endeavor. If the City charged a large upfront cost which would include re-inspections but then the property owner never requires a re-inspection then the City would actually be keeping money that it didn't need. He stated that the proposed model is so that the property owner only gets charged for the services rendered.

City Planner Brixius added that some landlords and property owners at the public hearing were comparing the licensing process and fees to the city of Minneapolis but that is not an accurate comparison due to the sheer size of the city, staff levels, and resources available.

Assistant City Attorney Anderson agreed that comparing the business model and licensing process of Spring Park to a city the size of Minneapolis is not the right thing to do when building this ordinance.

Commissioner Kaczanowski asked about inspection reports from insurance companies.

Building Official Qualle responded that this is the same challenge that would be created by having multiple inspectors hired by the property owner. Furthermore, the insurance company is inspecting the property looking to protect their investment, not necessarily inspecting for potential life safety issues for the future occupants.

City Planner Brixius discussed state statutes and Hennepin County ordinances for lodging.

City Attorney Anderson stated that state statute and county ordinances do not address short-term rentals so that requirement should be removed from the ordinance in regards to the application process.

Commissioner Mason discussed the redundancy concerns that a resident raised at the September 19, 2019 City Council meeting during the public forum. The proposed ordinance is not redundant because the City licensing process is proactive with inspections instead the State and County

processes that attempt to resolve issues after they have already occurred or are still occurring. This ordinance is about protecting renters in the City.

City Planner Brixius stated that the main goal of the proposed ordinance is to ensure that that all rental properties in the City maintain a minimum standard of basic health and safety for their occupants.

Council Member Kane Palen asked how many short-term rentals are currently in the City.

City Planner Brixius stated that there really isn't any way to know that since we don't have a licensing process to track the properties. Also, currently they are not allowed so it is difficult to track something that has never been legally established.

Commissioner Mason suggested looking at the websites of short-term rental operators.

City Administrator Tolsma responded that there are upwards of 20 websites that offer short-term rentals and the postings can change daily so there really is no way to truly know for sure. His best guess is that on any given day there could be a few rentals in town that we would be able to locate.

Commissioner Mason wants to add a minimum rental age of 21 years old for short-term properties. He also wants the ordinance to restrict customers at short-term rentals from being able to bring trailers, boats, snowmobiles, fish houses, etc. to the rental properties.

The Planning Commission consensus was to change to minimum rental age to 21 years old for short-term rental properties and directed City Planner Brixius to do some research on language for making that change.

Commissioner Avalos stated that the license and site plan would address the parking situation including approved surfaces so he is not sure that a restriction is needed for types of vehicles.

Chair Hoffman and Commissioner Homan are not in favor of restricting trailers, boats, etc.

City Planner Brixius stated that he would look at the language for the site plan that is required as part of the application process to ensure that there is wording about approved surfaces for parking so that multiple trailers and boats are not parked in unapproved areas.

City Planner Brixius stated he will also alter the language in the draft ordinance that discusses when disagreements arise during the enforcement process so that property owners have the opportunity to appeal to the City Council.

7. COMMUNICATIONS – None.

8. MISCELLANEOUS

a. Park Sign Renderings

City Administrator Tolsma distributed renderings of the bronze dedication plaques for discussion. He discussed the process and direction he gave the vendor.

The Planning Commission consensus was to embed the plaques on boulders at their respective parks.

Commissioner Mason stated that he wants a baseball glove to be featured on the plaque somewhere; not just a ball and bat.

City Administrator Tolsma responded that when producing a dedication plaque usually the theory is that less is more because you want the text to speak for itself.

Council Member Kane Palen stated that the style of the proposed renderings reads easily since the lettering should be the focal point, not necessarily the decorations.

The Planning Commission consensus was to add the badge number and keep the nickname "Porky" on the Wilkes Park dedication plaque, to move forward with the vertical option for easier reading, and to correct the name to Thor Thompson Park on the dedication plaque.

The Planning Commission also discussed the inclusion of text about Indian burial grounds on the dedication plaques; the draft text was provided by the Westonka Historical Society. No consensus was determined after lengthy discussion.

b. Mist Apartments Noise Testing

City Administrator Tolsma provided an update on the noise testing taking place at the Mist Apartments. He stated that the tests were completed last weekend and the results are being prepared. He stated that it will be good to have the results on record for any future complaints and also due to the number of impacted properties.

Commissioner Mason stated that sometimes a noise that is generating a complaint could also be coming from the nearby Lakeview Lofts.

City Administrator Tolsma responded that the tests are being conducted at multiple locations around the Mist Apartments to ensure accuracy and to make sure the test is exhaustive. Mitigation options will also be discussed with the noise expert conducting the tests once the results are received.

9. ADJOURNMENT

M/Hoffman, S/Avalos adjourn the Planning Commission Meeting at 7:42 p.m.

Motion carried 5-0.

Date Approved: September 11, 2019

Dan Tolsma, City Administrator

Theresa Schyma, City Clerk



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PLANNING REPORT

TO: Dan Tolsma
FROM: Al Brixius / Ryan Saltis
DATE: 9/5/19
RE: Rental Housing Ordinances
FILE NO: 175.01 18.18

BACKGROUND

The city of Spring Park has been in the process of reviewing short-term and long-term rental housing ordinance drafts and their regulations. After the July Planning Commission meeting it was determined that further research was needed regarding licensing standards, parking, age of occupant eligibility, and penalty points in the tiered rental housing inspection program. Other questions arose from the July 10th public hearing as well, and were addressed at the August 21st planning workshop. Responses to these issues of concern are identified in the Analysis section of this report.

Attached for reference:

Exhibit A: Rental Housing Ordinance Draft
Exhibit B: Short-Term Rental Housing Ordinance Draft
Exhibit C: IPMC Ordinance Draft
Exhibit D: Tiered Rental Housing Inspection Program
Exhibit E: Hennepin County Licensing / Inspection Responses
Exhibit F: MN Landlords & Tenants Handbook from the Office of the Attorney General

ANALYSIS

Changes to the short-term rental housing ordinance were made following the August 21st planning workshop and are as follows:

Sec. 12-273. – General Performance Standards.

- (g) Parking. The maximum amount of vehicles allowed at the property shall be limited to the number of approved off-street parking spaces provided. Parking is prohibited on-street or on landscaped/turfed areas of the property. To be valid, off-street parking shall meet any applicable requirements set forth in the city zoning code. Towable trailers behind vehicles are permitted as long as they are stored in an approved off-street parking space and do not encroach into landscaped/turfed areas of the property.
- Sec 12-273(g) was amended to include that towable trailers behind vehicles (for boats, snowmobiles, ice houses, campers etc.) are permitted on a short-term rental property as long as they are in a designated and approved off-street parking space and that they are not stored on any public street or landscaped/turfed areas of a property.
- (h) Occupant Eligibility. The primary overnight and daytime occupant of a short-term rental dwelling unit must be an adult 21 years of age or older. This adult must provide a telephone number to the owner and shall be accessible to the owner by telephone at all times.
- Sec. 12-273(h) was amended to make occupant eligibility for renters 21 years of age or older for short-term home rentals, instead of 18 years of age or older. The planning commission decided that it would be problematic to rent properties in the city to minors and maturity levels were questioned whether there would potentially be more incidents of noise violations.

Sec. 12-272. – General Requirements and License Issuance.

~~(2) — Prior to operating a short term rental dwelling unit, the owner shall provide documentation that they have obtained a Hennepin County lodging license and State of Minnesota vacation home rental license.~~

- It was determined that licensing at both the county and state levels is not necessary for owners/landlords of short-term rental properties. Hennepin County and the State of Minnesota delegate licensing regulations to the city in which the rental property is located. This is due to the lack of staff that would be able to enforce rental properties, including administration and inspection time that the state and county are unable to provide. Hennepin County and the State of Minnesota only license and inspect “lodging establishments” such as hotels, motels, bed and breakfasts and half-way houses. By addressing properties “short-term/long-term rental properties”, this would not fall into the definition given by the state and county as a “lodging establishment”. This section of the ordinance was taken out to ensure that owners/landlords do not need to obtain a Hennepin County lodging license and State of Minnesota vacation home rental license prior to operation (See Exhibit E). Standards for obtaining a city issued license remain in the ordinance.

- The county rules and regulations do not duplicate or alter the intent and purpose of the proposed Spring Park Housing Code. The county encourages local cities to establish local codes to address rental housing conditions (See Exhibit E).

Tiered Rental License Inspection Program

| | | | | | |
|---------------------|--|--|--|------------------------|----------|
| Building Age | The age in which the building was constructed | | | 1980 or later | 1 |
| | | | | 1966-1980 | 2 |
| | | | | 1951-1965 | 3 |
| | | | | 1916-1950 | 4 |
| | | | | 1914 or earlier | 5 |

- The “Building Age” section of the Tiered Rental License Inspection Program was removed. While older homes generally have a greater need for repair and maintenance due to age, it is determined by city staff that older homes may not be penalized but rather be solely critiqued by the physical conditions of the unit. It is recognized that the age of the housing unit should not automatically decide what tier it belongs to. Many housing units in the city are old, but have either been remodeled or have maintained a high level of upkeep, to compete with standards of surrounding communities.

Questions and comments from the Planning Commission members following the July 10th Public Hearing were addressed at the Planning Commission workshop held on August 21st and are described below:

1. Should the enforcement policy be changed that relies on complaints from residents? (leads to neighbor vs. neighbor issues)

Response: The code is intended to protect the neighboring properties in this respect that the complaint process provides protection and the ability to be made are of problems that may not be witnessed by city staff during off hours or weekends. It will be the judgement of city staff to determine the legitimacy of complaints and will be treated as a case-by-case basis. Enforcement of these complaints will be handled first by city staff and then law enforcement depending on the severity of the complaint.

2. Do short-term rentals benefit or enhance the long range plan for the city? Or do they harm the city?

Response: At the very beginning of this study, Staff raise the question as to whether the city should even allow short-term rentals. In the past the city has had issues with party houses. The issue that Spring Park faces is that Lake Minnetonka is a major attraction that will draw the people to short-term rentals. The short-term rentals will consist mainly of single family homes on very small lots on very narrow streets. The size of the lots and proximity of neighbors present issues for the introduction of the short-term rentals as a commercial business (number of people at the property, parking of cars and watercraft trailers, dock use, outdoor activities, and potentially unruly tenant behavior within a single family neighborhood). In developing the short-term rental ordinance Staff has attempted to establish minimum standards to mitigate the aforementioned issues. The burden is on the property owner / landlord to demonstrate that their site and operation can meet these minimum standards to obtain a license. In cases where these standards cannot be met then a license should not be issued to that lot.

The proposed ordinance is intended to protect the adjoining single family neighborhoods rather than promote the short-term rental. The planning commission will determine if having short-term rentals is a benefit to the City and consistent with the City's Comprehensive plan.

The 2040 Comprehensive Plan for Spring Park provides specific goals and policies for the community, and shall be taken into effect when determining if rental housing ordinances comply with these standards set by the city. Goals and policies specific to the proposed rental housing ordinances are described below.

Goal 1: Protect and promote Spring Park's identity as a quaint lake community.

Policies:

- B. Strengthen community assets to communicate Spring Park's positive identity within the region.
 - Short-term rental properties will attract people to the community who are looking to enjoy Lake Minnetonka. Because of the lack of short-term housing options, it limits the amount of visitors to the city, relying on local residents to spend money in the community and support the economy. The only other option to bring in out of town guests would be to have them occupy existing housing in the form of short-term rentals.
- C. Build on and promote the use of the lake for recreation purposes.
 - By allowing short-term rental properties in Spring Park, this would promote recreation options for visitors, who would not otherwise be available in Spring Park.

Goal 2: Maintain or enhance the strong character of Spring Park's single family residential neighborhoods.

Policies:

- C. Prevent the intrusion of incompatible land uses into low density single family neighborhoods.
- Rental Housing will be mainly located in R-1 Zoning Districts in Spring Park. It is determined that short-term home rentals are treated as a business, such as a hotel. With short-term rentals being located in residential neighborhoods, there is essentially an intrusion of commercial / income producing uses in a low density single family neighborhoods.

Goal 4: Ensure compatibility and strong functional relationships between land uses.

Policies:

- A. Prevent over-intensification of land use development, that is, development which is not accompanied by a sufficient level of supportive services and facilities (utilities, parking, access, etc.).
- Prior to issuing a rental license, the property owner must provide parking information on site plans for review and approval by city staff. This is to ensure that there are sufficient parking spaces on the property and to enforce no parking is permitted on city streets. Utilities and access of the property is assumed to remain the same.
- B. Accomplish transitions between distinctly differing types of land uses in an orderly fashion which does not create a negative (economic, social or physical) impact on adjoining developments.
- A majority of short-term rental properties will likely be located in residential areas within the city. Allowing these residential homes to be short-term rentals, will bring a commercial element into these zoning districts. To avoid the commercial look and feel in these residential areas, the rental housing ordinances set standards including limits to guests and that signs advertising the rental property are prohibited. Overall, the appearance of short-term rental properties will not look any different than long-term residential properties.
 - The aforementioned comprehensive plan goals and policies lean toward the protection of the city's residential neighborhood. The introduction of commercial short-term rentals presents concerns for compatible land use relationships. The Planning Commission / City Council has two options:

1. Outright prohibition of vacation home rentals in the city of Spring Park. Finding that they are incompatible with the city's low density single family neighborhoods.
2. Pass the short-term rental housing ordinances to allow the short-term rentals by license with performance standards to protect adjoining properties.

1. Can we have some competition from Inspection services OR have documentation that rates charged are competitive?

Response: MNSPECT, an inspection services company is expected to carry out inspections with rental properties in Spring Park. No outside or personal inspectors will be permitted, in order to maintain a consistency processing rental licenses. A contract between MNSPECT and the city will determine prices. It is not intended that the city will profit from inspections, but rather to pay for the services done by MNSPECT. This being said, prices for inspections will be reasonable for owners and will be a set charge agreed upon with the city and MNSPECT.

4. Can a resident ask for a certain inspector not to visit if there is a personality conflict?

Response: Inspectors will be brought in from MNSPECT so that this issue does not surface and will keep inspections consistent for all rental properties in the city. The current building inspector will not also be carrying out inspections for rental properties. The city has determined this to be the best way to handle possible personality conflicts.

5. Do we have some party complaint statistics from the past 5 years that we can use as evidence of this issue?

Response: There have been past complaints of party houses. We have not kept record of number of complaints.

6. Are there enough inspectors to do the work without a reasonable wait time?

Response: It is expected that there will be inspectors from MNSPECT who will review the conditions and livability of the rental properties. Since there are several licensed inspectors who work for this company, wait times are anticipated to be minimal, or less than they would be if issued one inspector to review all rental properties in the city.

7. Are fees the lowest they can be to cover costs?

Response: The fees pertaining to the rental ordinances have been structured to cover any city costs that are associated including inspections and administration costs. It was not an intention for the city to make money from up-charging its residents.

CONCLUSION

The ordinance drafts for short-term and long-term rental housing in Spring Park have been modified to address the questions and concerns from the public and Planning Commission members. Language was added to the general performance standards section of the short-term rental housing ordinance for the parking of trailers on properties. The age of occupant eligibility was raised from 18 years or older to 21. Licensing short-term rental properties shall be handled with the City of Spring Park and owners/tenants will no longer have to obtain a Hennepin County Lodging License or State of Minnesota Vacation Home Rental License. In the Tiered Rental License Inspection Program, the "Building Age" section was removed from the points chart to adapt to the City of Spring Park's current housing stock of old homes.

Draft 8/27/19

**CITY OF SPRING PARK
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 2019 – _____

AN ORDINANCE AMENDING CHAPTER 12 (BUSINESSES) TO ADD ARTICLE V.
(RENTAL HOUSING) SECTION 250-264 OF THE SPRING PARK CITY CODE

THE CITY COUNCIL OF THE CITY OF SPRING PARK, MINNESOTA
ORDAINS AS FOLLOWS:

Section 1. Article V. (Rental Housing) Section 250-264 is hereby added to Chapter 12 (Businesses) to read as follows:

Sec. 12-250. - Statement of policy.

- (a) The City believes that promoting the public health, safety and welfare of its citizens mandates the existence of a rental dwelling unit registration permit and maintenance program that corrects substandard conditions and maintains a standard for rental dwelling units. It is the purpose of this article to assure that rental housing in the City is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental dwelling units is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, nuisances or annoyances.
- (b) This article shall apply to all dwelling units that are leased in whole or in part as a rental dwelling unit for 30 consecutive days or more, including single-family and two-family townhomes or multiple family housing. It also shall apply to accessory structures such as garages and storage buildings and appurtenances such as sidewalks and retaining walls, which are on the property. This article does not apply to Minnesota Department of Health licensed rest homes, convalescent care facilities, residential group homes licensed by the state, nursing homes, hotels or motels, having up to two roommates in an owner-occupied dwelling, or owner-occupied dwelling units.

Sec. 12-251. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment building means, any building or portion thereof that contains three or more dwelling units, sleeping rooms, or a combination thereof but not including condominiums or townhomes.

Building official means the building official for the City, or his/her designee.

City shall mean the city of Spring Park, Minnesota.

City administrator means the city administrator of the City, or his/her designee.

City council means the city council of the City.

Condominium means a single dwelling unit in a multi-dwelling unit building that is separately owned and may be combined with an undivided interest in the common areas and facilities of the property. Each individual owner may sell or encumber his/her own unit.

Dwelling unit means any building or portion thereof that contains living facilities, including provisions for sleeping, eating, cooking and sanitation, for not more than one family.

Dwelling, single-family means a building or portion thereof containing one dwelling unit. For purposes of this article, a single-family dwelling includes a free standing single family residence, a single dwelling in a cooperative, an individual condominium or townhouse, a single dwelling unit in a non-residential structure or a dwelling unit offered for rent in a duplex in which the owner occupies the other dwelling unit.

Dwelling, two-family means a building containing two dwelling units.

Efficiency means a dwelling unit containing only one habitable room plus private bathroom facilities within the unit.

Family means one or more persons each related to the other by blood, marriage, adoption, or foster care, or a group of not more than three persons not so related maintaining a common household and using common cooking and kitchen facilities.

Lease means an oral or written, formal or informal, agreement between a dwelling unit owner and a tenant for temporary use of a rental dwelling unit, usually in exchange for payment of rent.

Owner means any person, agent, operator, firm or corporation having a legal or equitable interest in the property or the rental dwelling unit; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property or rental dwelling unit, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court, or any person representing the actual owner or holding a valid rental registration permit from the city.

Rent means the consideration paid by a tenant to the owner of a rental dwelling unit for temporary and exclusive use of the rental dwelling unit by the tenant. The consideration is not limited to cash.

Rental dwelling unit means a dwelling unit or sleeping room occupied and leased by one or more tenants.

Rental registration permit means the formal approval of an activity specified on the rental registration certificate issued by the city.

Roommate means a person unrelated to the owner of the property, who shares living of the common quarters for longer than 30 consecutive days within a homesteaded and owner-occupied property.

Sleeping room means any room or rooms used or intended to be used by a tenant for sleeping purposes with or without meals and not licensed by the Minnesota Department of Health.

Tenant means any adult person granted temporary use of a rental dwelling unit or sleeping room pursuant to a lease with the owner of the rental dwelling unit.

Townhouse means a single-family dwelling constructed in a group of dwellings attached to each other and where each dwelling unit extends from the foundation to the roof and is separated from other dwelling units by property lines.

DIVISION 2. REGISTRATION PERMIT.

Sec. 12-252. - Required.

No person shall operate, let or cause to be let a rental dwelling unit which has not been properly registered by the city. A registration permit must be obtained for each residential dwelling unit except, two or more residential dwelling units located within a single building and having a common owner and a common property identification number shall require only a single permit. Upon receipt of the properly executed initial application for a rental registration permit, the applicant shall cause an inspection to be made of the rental dwelling unit(s) by the building official to determine whether the unit(s) is/are in compliance with all code requirements and the laws of the State of Minnesota. If compliance is determined, the City shall issue a registration permit. Every rental dwelling unit shall be re-inspected upon submission of a renewal application, as required by this article, to determine if it still conforms to all applicable codes and laws.

Sec. 12-253. - Application.

A registration permit application shall be submitted to the city administrator on forms furnished by the city and must contain all information contained thereon, including the following:

- (a) Name, address, and telephone number of the owner of the rental dwelling unit(s). This is the address to which the city will send all future correspondence. The applicant shall indicate if the owner is an individual, corporation, partnership or sole proprietorship;

- (b) Name, address, and telephone number of any owner's agent responsible for the management of the rental dwelling unit(s), if applicable;
- (c) Legal address of the rental dwelling unit(s) and, for apartment buildings or condominiums, the unit numbers for each rental dwelling unit; and
- (d) Number and type of rental dwelling units by bedroom count (efficiency, one bedroom, two bedrooms, etc.).

Sec. 12-254. - Changes in Ownership and Amended Permits.

A registration permit is not assignable. Any changes occurring in the ownership of a rental dwelling unit(s) require a new registration permit. The new owner must obtain a new registration permit within 30 days of acquiring the property if continuing to operate a rental dwelling unit thereon. If any changes occur in any information required on the registration application, the owner must submit an amended registration application to the city within 30 days of the change. If any rental dwelling units are added to a current registration permit, the additional rental dwelling units must be registered by amendment of the current registration permit and must be accompanied by the fee required for the additional units.

Sec. 12-255. – Registration Permit Duration.

All rental dwelling units shall be registered before being let, in whole or in part; provided, however, that all rental dwelling units that are leased and occupied by tenants as of the effective date of this ordinance shall be registered no later than April 1st, 2020. The first registration permit assigned to a rental property will be a 2-year term and upon first renewal, the term length shall be determined by the building inspector based on condition of the rental property and the city's Tiered Rental Housing Inspection Program. Registration permits will expire at midnight on April 1st of the assigned year. Registration permits must be renewed at least 30 days prior to the expiration of the current permit. Rental dwelling units must be registered as an efficiency, a single-family dwelling, a two-family dwelling, or an apartment building. Any unregistered rental dwelling units are subject to penalties as provided in this article or elsewhere in state or local law.

Sec. 12-256. - Fees.

A registration fee and per-unit inspection fee shall be adopted by the city council and included in the city's official fee schedule. All required fees must accompany the registration application and shall double when an application renewal is received more than 30 days after it was due.

Sec. 12-257. - Inspection.

Upon receipt of an application for a registration permit or renewal, the building official shall coordinate an inspection to ensure compliance with this article. The building official shall provide

reasonable notice to the owner or the owner's agent as to the date and time of the inspection. Each occupant of a rental dwelling unit shall give the owner, or the owner's agent, access to any part of such rental dwelling unit at reasonable times for the purpose of effecting the inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this article. If any owner, owner's agent or tenant of a rental dwelling unit fails or refuses to permit entry to the rental dwelling unit under his/her control for an inspection pursuant to this article, the city may obtain an administrative warrant authorizing such inspection. Any city costs associated with obtaining a search warrant will be charged against the property being served. Upon inspection, the proposed rental property shall adhere to the following:

- (a) The Minnesota State Building Code, including mechanical, electrical, plumbing and other building systems, and previously constructed or installed components must be maintained in conformance with the requirements of the codes in effect at the time of construction or installation; and;
- (b) All other requirements of other sections of this code, including, but not limited to, zoning, fire, building, and nuisances, and the International Property Maintenance Code; and

In cases where a conflict may occur between any two or more code requirements, the requirements providing the greatest degree of life safety, property maintenance and general welfare to the City shall govern. If re-inspections are necessary to determine compliance, the applicant shall pay a re-inspection fee, as adopted by the city council.

Sec. 12-258. - Issuance of Permit.

The City shall issue a registration permit if the rental dwelling unit(s) and the application are found to be in compliance with the provisions of this article and all required registration and inspection fees are paid. A registration permit will be issued for each residential dwelling unit except, two or more residential dwelling units located within a single building and having a common owner and a common property identification number shall be issued a single registration permit. Rental registrations shall be conspicuously posted in all rental properties sharing a common entrance used by two or more rental dwelling units and the owner or agent for the owner must be able to present the registration permit if asked to do so.

Sec. 12-259. – Inspections and Investigations in Response to Complaint.

All inspections will be completed by the Building Inspector or his or her designee so as all inspections will be completed in a uniform manner.

- (a) Initial inspections of all registered properties will occur within the first year after adoption of this chapter. Properties will have a scheduled re-inspection on a schedule to be determined by the City Administrator or his or her designee. All properties shall be inspected by the city based on the City of Spring Park's Tiered Rental License Inspection Program. The city shall have the right to make periodic inspections of all properties based on complaints of landlords; tenants, neighbors

or other individuals. Inspection procedures for complaints should be as follows:

(1) *Tenant complaint procedure.*

- a. Tenant verbally notifies the owner of the property of a property complaint;
- b. Tenant notifies property owner in writing to describe the complaint;
- c. If owner does not respond and address the problem within a reasonable period, tenant may send a copy of the owner notice to the city to report the deficiency;
- d. City Inspector arranges to inspect the rental unit; and
- e. City Inspector notifies the owner in writing describing the deficiency and recommended corrective action, and schedule for needed corrections.

(2) *Owner complaint procedure.*

- a. Owner of the property verbally notifies the tenant of property complaint;
- b. Owner of the property notifies tenant in writing to describe the complaint;
- c. If tenant does not respond and address the problem within a reasonable period, owner may send a copy of the tenant notice to the city to report the deficiency;
- d. City Inspector arranges to inspect the rental unit; and
- e. City Inspector notifies the tenant in writing describing the deficiency and recommended corrective action, and schedule for needed corrections.

All inspections shall follow Sec. 12-257 or Sec. 12-259 of city code.

Sec. 12-260. – Revoking, Suspending, Denying or Not Renewing a Registration Permit.

- (a) The city council may revoke, suspend, deny or decline to renew any registration permit issued under this article by following the process contained in this section. In buildings containing more than one rental dwelling unit, the revocation, suspension, denial or declination may apply to one or more rental dwelling units at the reasonable discretion of the city council. The basis for such revocation, suspension, denial or non-renewal may include, but shall not be limited to, any of the following circumstances:

- (1) The registration permit was procured by misrepresentation of material facts with regard to the rental dwelling unit or the ownership of the rental dwelling unit.
 - (2) The applicant or one acting in his/her behalf made oral or written misstatements accompanying the application.
 - (3) The applicant has failed to comply with any condition set forth in any other permits granted by the city.
 - (4) The activities of the owner create or have created a danger to the public health, safety or welfare.
 - (5) The rental dwelling unit contains conditions that might injure or endanger the safety, health or welfare of any member of the public.
 - (6) Failure to pay any application fee or reinstatement fee required by this article.
 - (7) Failure to correct any code violations in the time period specified in the notice of violation.
 - (8) Any violation of this article or any other state or local law related to the rental dwelling unit(s).
 - (9) Failure to continuously comply with any condition required of the applicant for the approval or maintenance of the registration permit.
- (b) Fines. In lieu of or in addition to revoking or suspending a registration permit for violations of this article, the city in its sole discretion may impose a civil fine pursuant to and in accordance with Spring Park City Code, section 1-14.
- (c) Notification. The city shall notify the owner or the owner's agent in writing of the basis for a revocation, suspension, denial or non-renewal and the date upon which the city council will review a recommendation to revoke, suspend, deny, or not renew the registration permit. The notice required by this section shall be mailed to the owner or the owner's agent at least 10 days before the city council hearing. Service shall be deemed sufficient if the notice is sent to the owner or the owner's agent by first class

mail at the address provided in the registration application.

- (d) **Hearing.** The owner or the owner's agent shall be given an opportunity to be heard during the city council hearing. The city council shall hear all relevant evidence and arguments and shall review all statements, documents, and other evidence submitted.
- (e) **Decision.** The city council shall make findings based on the evidence presented and shall make a decision on the recommendation to revoke, suspend, deny, or not renew a registration permit based on the findings. The city council shall issue a written decision within 30 days following the date of the hearing and shall notify the owner of the decision by first class mail. The decision shall specify the rental dwelling unit or units to which it applies. Thereafter, and until a registration permit is reissued or reinstated, no rental dwelling units that have had their rental registration permit revoked, suspended, denied, or non-renewed may be let or occupied by tenants. Revocation, suspension, denial, or non-renewal of a registration permit shall not excuse the owner from compliance with all terms of this article for as long as any rental dwelling units in the building are occupied.
- (f) **Permit Process after Revocation, Suspension, Denial or Renewal Declination.** After the city council revokes, suspends, denies or declines to renew a registration permit, no registration permit will be issued for the affected rental dwelling unit(s) until the city determines that the applicant/owner has remedied the conditions identified by the city council as the basis for its action. An application to obtain a registration permit for a rental dwelling unit after the city council has revoked, suspended, denied or declined to renew a registration permit for the same rental dwelling unit(s) must be accompanied by all fees required by this article.

Sec. 12-261. – Effect of Revocation, Suspension, Denial or Non-Renewal.

If a registration permit is revoked, suspended, denied or not renewed by the city council, it shall be unlawful for the owner or the owner's agent to thereafter permit the occupancy of the then vacant or, thereafter vacated, rental dwelling unit(s), until such time as a valid rental registration permit is obtained for the rental dwelling unit(s). Issuance of a new registration permit after revocation, suspension, denial or non-renewal shall be made in the manner provided for in this article.

Sec. 12-262. - Posted to Prevent Occupancy.

Whenever any rental dwelling unit has been denied an initial registration permit, had its registration permit revoked, suspended, denied or not renewed, it may be posted by the building official to prevent further occupancy. No person other than the building official shall remove or alter any posting. The building official may post the date the rental dwelling unit shall be vacated,

and no person other than the owner shall reside in, occupy or cause to be occupied that rental dwelling unit.

Sec. 12-263. – Penalties.

Any person who violates any of the provisions of this article shall, upon conviction thereof, be fined not more than the maximum penalty for a misdemeanor prescribed under State law. The building official may post the rental dwelling unit by appropriate signs or notices prohibiting occupancy and may act to cause the rental dwelling unit to be vacated or remain vacant until the code violations are corrected.

Sec. 12-264. – No Warranty by City.

By enacting and undertaking to enforce this code, the city, city council, its agents, and/or employees do not warrant or guaranty the safety, fitness or suitability of any dwelling in the city. Owners and tenants should take whatever steps they deem appropriate to protect their interests, health, safety and welfare.

Section 2. Effective Date. This ordinance shall be in full force and effective immediately upon its passage and publication.

ADOPTED by the City Council of Spring Park this _____ day of _____, 2019.

CITY OF SPRING PARK

By: _____
Jerome Rockvam, Mayor

ATTEST:

By: _____
Theresa Schyma, City Clerk

Draft 8/27/19

**CITY OF SPRING PARK
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 2019 – _____

**AN ORDINANCE AMENDING CHAPTER 12 (BUSINESSES) TO ADD ARTICLE VI.
(SHORT-TERM RENTAL HOUSING) SECTION 270-275 OF THE SPRING PARK CITY
CODE**

**THE CITY COUNCIL OF THE CITY OF SPRING PARK, MINNESOTA
ORDAINS AS FOLLOWS:**

Section 1. Article VI. (Short-Term Rental Housing) Section 270-275 is hereby added to Chapter 12 (Businesses) to read as follows:

Sec. 12-270. – Statement of Policy.

- (a) The City believes that promoting the public health, safety and welfare of its citizens mandates the existence of a limited short-term rental licensing and maintenance program that corrects substandard conditions and maintains a standard for short-term rental housing. It is the purpose of this article to only allow short-term rental housing in certain circumstances to ensure that it remains decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of short-term rental housing is a business enterprise that entails certain responsibilities. Operators are responsible to take such reasonable steps as are necessary to assure that the citizens of the City who occupy such housing may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from crimes and criminal activity, nuisances or annoyances.
- (b) This article shall apply to all short-term rental dwelling units, as defined herein. It also includes accessory structures such as garages and storage buildings and appurtenances such as sidewalks and retaining walls, which are on the same property as the short-term rental dwelling unit. This article does not apply to Minnesota Department of Health licensed rest homes, convalescent care facilities, residential group homes licensed by the State, nursing homes, hotels or motels, or accessory apartments utilized by one blood relative or one on-site employee or servant.

Sec. 12-271. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bedroom means a habitable room within a primary residence which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen or dining room.

Building official means the building official for the City, or his/her designee.

City shall mean the city of Spring Park, Minnesota.

City administrator means the city administrator of the City, or his/her designee.

City council means the city council of the City.

Dwelling unit means any building or portion thereof that contains living facilities, including provisions for sleeping, eating, cooking and sanitation, for not more than one family.

Owner means any person, agent, operator, firm or corporation having a legal or equitable interest in the property or the rental dwelling unit; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property or short-term rental dwelling unit, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court, or any person representing the actual owner or holding a valid license issued under this article.

Primary residence means a dwelling unit with a homestead classification, as defined by Minnesota Statutes, section 273.124, and as determined by the Hennepin County Assessor.

Rent means the temporary occupancy, use, or possession of a dwelling or dwelling unit in exchange for compensation, in money or other consideration, given or offered in exchange for such use, whether or not received.

Short-term rental dwelling unit means a dwelling unit rented for a period of less than 30 consecutive days, for tourist or transient use.

DIVISION 2: LICENSING

Sec. 12-272. – General Requirements and License Issuance.

- (a) License Required. No person may operate a short-term rental dwelling unit in the city unless granted a license pursuant to this article.
- (b) License Application. Any owner desiring to offer or use a short-term rental dwelling unit within a primary residence in the city must first apply for and obtain a license from the city. A license must be approved prior to operating. The license application request must be submitted on the form prescribed by the city and must include all the information requested on the application form. Site plans showing locations of designated parking on the property must be submitted along with the application form.
- (c) Fees. The license application form must be accompanied by payment in full of the required license application fee and inspection fee. The fee amounts will be as determined by the city council and listed in the city's fee schedule. Fees for new licenses obtained for less

than the three-year license term will be determined on a monthly pro-rated basis until the next full three-year term.

(d) Issuance. All licenses shall be issued administratively by the city administrator pursuant to the terms contained herein.

(e) Criteria for Issuance. Prior to issuance of a license hereunder, the following criteria must be met:

(1) The licensee certifies on the application form that all applicable requirements found in this article are satisfied. Such items shall include, but not be limited to, the following:

a. Operating a short-term rental dwelling unit is a permitted use in the zoning district of the subject property;

b. The property complies with all of the performance standards found in this article; and

c. Compliance with all other provisions of state and local law.

(2) Upon receipt of a license application, the building official shall schedule an inspection with the owner to ensure compliance with this article. The building official shall provide reasonable notice to the owner as to the date and time of the inspection. The failure or refusal by the owner to permit entry to the property shall be grounds for denial of a license. Upon inspection, the proposed short-term rental dwelling unit shall adhere to the following:

a. The Minnesota State Building Code, including mechanical, electrical, plumbing and other building systems, and previously constructed or installed components must be maintained in conformance with the requirements of the codes in effect at the time of construction or installation; and;

b. All other requirements of other sections of this code, including, but not limited to, zoning, fire, building, and nuisances, and the International Property Maintenance Code; and

In cases where a conflict may occur between any two or more code requirements, the requirements providing the greatest degree of life safety, property maintenance and general welfare to the City shall govern. If re-inspections are necessary to determine compliance, the applicant shall pay a re-inspection fee, as adopted by the city council.

(f) Term. Licenses for short-term rental properties will follow 3-year cycles and expire at midnight on the third April 1st following its issuance, and applications for renewal must be submitted at least 30 days prior to the expiration of the current license. Any unlicensed short-term rental housing is subject to penalties as provided in this article or elsewhere in state or local law.

- (g) No Vested Right. Licenses granted hereunder constitute a revocable, limited right. Nothing herein shall be construed as granting a vested property right.

Sec. 12-273. – General Performance Standards.

The following shall be the general standards for all short-term rental dwelling units within the city.

- (a) No Physical Alterations. No physical alterations of a primary residence shall be permitted in conjunction with the operation of a short-term rental dwelling unit, except that additional onsite parking may be provided, to the extent that such parking is otherwise permitted by the applicable provisions of the city code.
- (b) Non-Transferable. Licenses issued under this section are non-transferable. Each license shall automatically terminate upon the sale or other conveyance of the property to an unlicensed person or entity.
- (c) Number of Bedrooms. Each license shall indicate the number of bedrooms which are contained in the primary residence. No licensee shall advertise the primary residence as containing any more than the identified number of bedrooms.
- (d) Limit on the Number of Guests. The maximum number of transient guests permitted to stay within a short-term rental dwelling unit at any one time shall be the sum of the number of bedrooms contained in the primary residence multiplied by two, up to a maximum of 10. Such sum shall include both adults and children.
- (e) Signage. No commercial signage is allowed on the property of any short-term rental dwelling unit.
- (f) Events. Events are not allowed to be hosted by transient guests on the licensed property. For purposes of this prohibition, an event shall mean a gathering on the property of the total number of people permitted to stay on the premises plus five. Events hosted by the owner are exempt from this prohibition, but must otherwise abide by state and local law and policies.
- (g) Parking. The maximum amount of vehicles allowed at the property shall be limited to the number of approved off-street parking spaces provided. Parking is prohibited on-street or on landscaped/turfed areas of the property. To be valid, off-street parking shall meet any applicable requirements set forth in the city zoning code. Towable trailers behind vehicles are permitted as long as they are stored in an approved off-street parking space and do not encroach into landscaped/turfed areas of the property.
- (h) Occupant Eligibility. The primary overnight and daytime occupant of a short-term rental dwelling unit must be an adult 21 years of age or older. This adult must provide a telephone number to the owner and shall be accessible to the owner by telephone at all times.
- (i) Advertising. All advertising for short-term rental dwelling units within the city shall include the city-issued license number.
- (j) House Number Visible. Property containing a short-term dwelling unit must have a visible house number that can be easily seen from the street at all times.

- (k) Disorderly Behavior. Disorderly behavior, as defined in Spring Park City Code, section 12-274(b), shall be prohibited.

Sec. 12-274. - Disorderly Behavior at Registered Rental Dwelling Units.

- (a) It shall be the owner's responsibility to assure that the tenants, the tenants' family members and the guests of any tenant or tenant's family member not engage in disorderly behavior in the rental dwelling unit. For the purposes of this section, rental dwelling unit shall include all common areas, both inside the building where the rental dwelling unit is located and outside.
- (b) For the purposes of this section, disorderly behavior may include but is not limited to any of the following:
- (1) Drug-related illegal activity occurring in or near the rental dwelling unit. Drug-related illegal activity means the illegal possession or constructive possession, manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell or distribute a controlled substance, as defined in the Controlled Substance Act (21 U.S.C. § 802), or possession of drug paraphernalia per Minnesota Statutes, section 152.092.
 - (2) Any act of violence or threat of violence including, but not limited to, the discharge of firearms, prostitution, intimidation or any other act that otherwise jeopardizes the health, safety or welfare of the owner, agent, manager, other tenants, tenant's family members, guests or neighboring property owners.
 - (3) A violation of Minnesota Statutes, sections 609.75 through § 609.76, which prohibit gambling.
 - (4) A violation of Minnesota Statutes, sections 609.321 through § 609.324, which prohibit prostitution.
 - (5) A violation of Minnesota Statutes, section 340A.401, which prohibits the unlawful sale of alcoholic beverages.
 - (6) A violation of Minnesota Statutes, section 340A.503, which prohibits the underage use of alcoholic beverages.
 - (7) A violation of Minnesota Statutes, section 609.74 or Spring Park City Code, chapter 18, articles III and IV, which prohibit nuisances and noise violations.

- (8) A violation of Minnesota Statutes, sections 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716, which prohibit the unlawful possession, transportation, sale or use of a weapon.
- (9) A violation of Minnesota Statutes, section 609.72, which prohibits disorderly conduct, when the violation disturbs the peace and quiet of the occupants of at least one unit on the licensed premises or other premises, other than the unit occupied by the person(s) committing the violation.
- (10) A violation of Minnesota Statutes, sections 609.185 through 609.205, which prohibit murder and manslaughter.
- (11) A violation of Minnesota Statutes, sections 609.221 through 609.2231, which prohibit assault.
- (12) A violation of Minnesota Statutes, sections 609.342 through 609.3451, which prohibit criminal sexual conduct.
- (13) A violation of Minnesota Statutes, section 609.52, which prohibits theft.
- (14) A violation of Minnesota Statutes, section 609.561 through 609.5632, which prohibit arson.
- (15) A violation of Minnesota Statutes, section 609.582, which prohibits burglary.
- (16) A violation of Minnesota Statutes, section 609.595, which prohibits damage to property.
- (17) A violation of Minnesota Statutes, section 609.33, relating to owning, leasing, operating, managing, maintaining or conducting a disorderly house or inviting or attempting to invite others to visit or remain in a disorderly house.
- (18) A violation of Minnesota Statutes, section 609.50, which prohibits obstructing the legal process.
- (19) A violation of Minnesota Statutes, section 609.713, which prohibits terroristic threats.

- (20) A violation of Minnesota Statutes, section 609.715, which prohibits presence of unlawful assembly.
 - (21) A violation of Minnesota Statutes, section 609.71, which prohibits riot.
 - (22) A violation of Minnesota Statutes, section 609.78, which prohibits interfering with "911" phone calls.
 - (23) A violation of Minnesota Statutes, section 243.166 (predatory offender registration).
 - (24) A violation of Minnesota Statutes, section 609.229, which prohibits gang-related crimes.
 - (25) A violation of Minnesota Statutes, section 609.26, subdivision 1(8), which prohibits contributing to a child being runaway.
 - (26) A violation of Minnesota Statutes, section 609.903, which prohibits racketeering.
 - (27) A violation of Minnesota Statutes, section 609.53, which prohibits possessing stolen property.
 - (28) A violation of Minnesota Statutes, section 609.749, which prohibits violating a restraining order or order for protection.
 - (29) A violation of Minnesota Statutes, sections 609.255 and 609.25, which prohibit false imprisonment and kidnapping.
- (c) Incidents will not be counted for purposes of determining whether a license will be denied, suspended, non-renewed or revoked where the victim and suspect are "Family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes, section 518B.01, subd. 2(b) and where there is a report of "Domestic Abuse" as defined in the Domestic Abuse Act, Minnesota Statutes, section 518B.01, subd. 2(a).
- (d) Incidents will not be counted for purposes of determining whether a license will be denied, suspended, non-renewed or revoked where the call is a result of a tenant, a member of a tenant's household, or guest taking action to seek emergency assistance that is protected by Minnesota State Statute 504B.205.

(e) Instances of Disorderly Behavior.

- (1) First Incident. Upon a determination by city staff or law enforcement that a short-term rental dwelling unit was the location of disorderly behavior, the city shall notify the owner and tenant of the violation by first class mail and direct the owner to take steps to prevent further violations.
- (2) Second Incident. Upon a determination by city staff or law enforcement that a second incident of disorderly behavior occurs at a short-term rental dwelling unit within three months of a first disorderly behavior incident, the city shall notify the owner and the tenant by first class mail of the violation and direct the owner to submit, within 10 days of the date of the notice, a written report of all actions taken by the owner since the first violation notice and what actions the owner intends to take to prevent further disorderly behavior.
- (3) Third Incident. Upon a determination by City staff or law enforcement that a third incident of disorderly behavior occurs at a short-term rental dwelling unit within three months after a second disorderly behavior incident, the short-term rental dwelling unit license may be revoked, suspended or not renewed by the city council upon the recommendation of the city administrator and in accordance with section 12-260. The city administrator shall make its decision to recommend revocation, suspension or non-renewal of the license and submit said recommendation to the city council within 30 days of the third incident.
- (4) For purposes of this section, second and third instances of disorderly behavior shall be those which:
 - a. Occur at the same short-term rental dwelling unit;
 - b. Involve tenants at the same short-term rental dwelling unit;
 - c. Involve guests or invitees at the same short-term rental dwelling unit;
 - d. Involve guests or invitees of the same tenant; or
 - e. Involve the same tenant.
- (f) No adverse license action shall be imposed where the instance of disorderly behavior occurred during pending eviction proceedings against the tenant(s) that were the subject of the incidents (unlawful detainer), or within 30 days of notice to vacate given by the owner to the tenant(s) that were the subject of the incidents. However, adverse license action may proceed when the owner fails to diligently pursue the eviction process. Further, an action to deny, revoke, suspend or not renew a license based upon

violations of this section may be postponed or discontinued at any time, at the discretion of the city, if the owner has taken appropriate measures which will prevent further instances of disorderly behavior which may include a failed eviction process.

- (g) For purposes of this section, a determination that the short-term rental dwelling unit has been the location of a disorderly behavior incident shall be made by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly behavior, nor shall the fact or dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this article.
- (h) Enforcement actions provided throughout this article shall not be exclusive, and the city may take any action with respect to an owner, a tenant or the registered short-term rental dwelling unit(s) as is authorized by this article or any other provision contained in state or local law.

Sec. 12-275. – Enforcement and License Revocation.

- (a) Enforcement and License Revocation. Upon a finding that a licensee has violated the terms of this article, or any other applicable ordinance, law, or regulation, on two occasions within the license period, or upon the occurrence of a third incident of disorderly behavior under section 12-273, the city may revoke the license. Prior to such revocation, the city administrator shall mail written notice of the applicable violations to the licensee and thereafter, the licensee shall have ten days to request a hearing, in writing, regarding such revocation before the city council. Failure to request such a hearing, in writing, shall constitute waiver of the right to be heard on such revocation.
- (b) Effect of Revocation. Upon revocation of a license under this section, such licensee shall be ineligible for applying for a new license for a period of 12 months from the date of revocation.
- (c) Violation a Misdemeanor. Any violation of any term of this article shall also constitute a misdemeanor.
- (d) Fines. In addition to any other remedy contained herein or authorized by law, the city may impose administrative fines for violations of this article in accordance with Spring Park City Code, section 1-14.
- (e) Remedies Not Exclusive. In the event of a violation of this article, the city, in addition to any and all other remedies provided by law, shall be entitled to seek injunctive relief or proceedings to prevent, restrain, correct, or abate such violations or threatened violations.

Section 2. Effective Date. This ordinance shall be in full force and effective immediately upon its passage and publication.

ADOPTED by the City Council of Spring Park this ____ day of _____, 2019.

CITY OF SPRING PARK

By: _____
Jerome Rockvam, Mayor

ATTEST:

By: _____
Theresa Schyma, City Clerk

DRAFT

Draft 8/27/19

**CITY OF SPRING PARK
HENNEPIN COUNTY, MINNESOTA**

ORDINANCE NO. 2019 – _____

AN ORDINANCE AMENDING CHAPTER 10 (BUILDINGS AND BUILDING REGULATIONS AND SIGNS) TO ADD ARTICLE II. (BUILDING CODE) SECTION 37-38; OF THE SPRING PARK CITY CODE

**THE CITY COUNCIL OF THE CITY OF SPRING PARK, MINNESOTA
ORDAINS AS FOLLOWS:**

Section 1. Article II. (Building Code) Section 37-38 is hereby added to Chapter 10 (Buildings and Building Regulations and Signs) to read as follows:

Sec. 10-37. – Rental Housing Building Code.

Any rental property within the City of Spring Park shall follow the 2018 International Property Maintenance Code (IPMC) for the purpose of establishing minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Sec. 10-38. – International Property Maintenance Code Adopted.

The 2018 International Property Maintenance Code and its amendments is adopted by reference as the building code for the City. A copy of the code shall be kept on file in the office of the city administrator/clerk/treasurer.

Section 2. Effective Date. This ordinance shall be in full force and effective immediately upon its passage and publication.

ADOPTED by the City Council of Spring Park this ____ day of _____, 2019.

CITY OF SPRING PARK

By: _____
Jerome Rockvam, Mayor

ATTEST:

By: _____
Theresa Schyma, City Clerk

DRAFT



Rental Licensing Tier Elements

| Element | Description | 1-3 Unit Rental Buildings | | 4+ Unit Rental Buildings, Condominiums, and Mixed-Use Buildings | |
|---|--|---------------------------|--------|---|--------|
| | | Count | Points | Count | Points |
| Inspections | The number of inspections conducted by Regulatory Services at a given property | 1-3 | 0 | 1-3 | 0 |
| | | 4-6 | 10 | 4-6 | 10 |
| | | 7-9 | 20 | 7-9 | 20 |
| | | 10+ | 30 | 10+ | 30 |
| Violations | The number of housing or fire code violations issued by Regulatory Services, with violations identified as high risk being assessed five points each | 1-5 | 5 | 1-5 | 5 |
| | | 6-15 | 10 | 6-15 | 10 |
| | | 16-30 | 20 | 16-30 | 20 |
| | | 31+ | 30 | 31+ | 30 |
| Letter of Intent to Condemn for Lack of Maintenance | The number of letters issued with the intent to condemn a building for the lack of maintenance | 1 | 15 | 1 | 15 |
| | | 2+ | 30 | 2+ | 30 |
| Rental License Operation Conditions | The rental property owner has met with the City to agree upon certain conditions or restrictions for a given rental property | 1 | 10 | 1 | 10 |
| | | 2+ | 20 | 2+ | 20 |
| License Revocation Action | Revocation action has been taken against the property for the violation of rental licensing standards | 1 | 65 | 1 | 35 |
| Solid Waste Dirty Collection Point Warning Letters | The number of Solid Waste warning letters issued to a property for a dirty collection point | 2-3 | 5 | 2-3 | 5 |
| | | 4-5 | 10 | 4-5 | 10 |
| | | 6+ | 15 | 6+ | 15 |
| Solid Waste Dirty Collection Point Clean-Ups | The number of collection point clean-ups undertaken at a property by Solid Waste | 1-2 | 10 | 1-2 | 10 |
| | | 3-6 | 15 | 3-6 | 15 |
| | | 7-9 | 20 | 7-9 | 20 |
| | | 10+ | 30 | 10+ | 30 |
| Public Works Snow and Ice Removal Letters | The number of Public Works warning letters issued to a property for snow and ice removal | 2-3 | 5 | 2-3 | 5 |
| | | 4-5 | 10 | 4-5 | 10 |
| | | 6+ | 15 | 6+ | 15 |
| Public Works Public Walk Snow and Ice Removal Clean-Ups | The number of snow and ice clean-ups undertaken at a property by Public Works | 1-2 | 10 | 1-2 | 10 |
| | | 3-6 | 15 | 3-6 | 15 |
| | | 7-9 | 20 | 7-9 | 20 |
| | | 10+ | 30 | 10+ | 30 |
| Delinquent Rental License Fee | The rental license fee has not been received by the due date | 1 | 5 | 1 | 15 |
| | | 2 | 31 | 2 | 21 |
| Administrative Citations | Fines issued at a given property | 1-2 | 5 | 1-2 | 5 |
| | | 3+ | 10 | 3+ | 10 |

| Element | Description | 1-3 Unit Rental Buildings | | 4+ Unit Rental Buildings, Condominiums, and Mixed-Use Buildings | |
|------------------------------------|---|---------------------------|--------|---|--------|
| | | Count | Points | Count | Points |
| Special Assessments | All outstanding fines or fees issued to a given property | 2-4 | 10 | 2-4 | 10 |
| | | 5-7 | 20 | 5-7 | 20 |
| | | 8+ | 30 | 8+ | 30 |
| Conduct on Premises | A provision in the Rental Licensing Ordinance that allows the City to address qualifying incidents of disorderly conduct of tenants and their guests that adversely impacts neighbors | 1 | 15 | 1 | 15 |
| | | 2+ | 20 | 2+ | 20 |
| Fire Alarm and Suppression Systems | A permit for the building's fire alarm or suppression system has been approved or its existence has been verified | | | Has not been approved or verified | 5 |
| | | 1-3 Unit Rental Buildings | | 4+ Unit Rental Buildings, Condominiums, and Mixed-Use Buildings | |
| | | Tier | Score | Tier | Score |
| | | 3 | 65+ | 3 | 35+ |
| | | 2 | 31-64 | 2 | 21-34 |
| | | 1 | 0-30 | 1 | 0-20 |

Rental License Tiering

The majority of residential rental properties in Spring Park provide safe and sanitary housing. Rental properties that are not regularly maintained, use excessive City services, and are at a higher risk for fire damage, create safety and livability issues for residents and neighbors. A tiered rental license inspection program allows the city to prioritize inspections required to maintain safe housing conditions.

- **Tier 1, Four year cycle:** Use very few city services, well maintained, managed and meet minimum housing code.
- **Tier 2, Two year cycle:** Use some city services, maintained to minimum housing code, may be at a higher risk for fire damage.

Tiering Process

- Twenty-four (24) months of data are analyzed to determine a property's tier
- A set of fifteen elements are used to determine the tier score
- The tiering elements are equally applied to the city's rental licenses
- Element points are totaled to determine the property's tier

Determining a property's tier

- **Inspections:** The number of inspections conducted by the city at a given property
- **Violations:** The number of housing or fire code violations issued by the city
- **Letter of Intent to Condemn for Lack of Maintenance:** The number of letters issued with the intent to condemn a building for the lack of maintenance
- **Rental License Operation Conditions:** The rental property owner has met with the city to agree upon certain conditions or restrictions for a given rental property.
- **License Revocation Action:** Revocation action has been taken against the property for the violation of rental licensing standards
- **Solid Waste Dirty Collection Point Warning Letters:** The number of solid waste warning letters issued to a property for a dirty collection point
- **Solid Waste Dirty Collection Point Clean-Ups:** The number of collection point clean-ups undertaken at a property by Public Works
- **Public Works Snow and Ice Removal Letters:** The number of Public Works warning letters issued to a property for snow and ice removal
- **Public Works Public Walk Snow and Ice Removal Clean-Ups:** The number of snow and ice clean-ups undertaken at a property by Public Works
- **Delinquent Rental License Fee:** The rental license fee has not been received by the due date
- **Administrative Citations:** Fines issued at a given property
- **Special Assessments:** All outstanding fines or fees issued to a given property
- **Conduct on Premises:** A provision in the Rental Licensing Ordinance that allows the city to address qualifying incidents of disorderly conduct of tenants and their guests that adversely impacts neighbors
- **Fire Alarm & Suppression System:** A permit for the building's fire alarm or suppression system has been approved or its existence has been verified

Licensing / Inspections with Hennepin County

Thanks for contacting the Hennepin County Environmental Health program! We welcome your communication on this subject.

Hennepin County has no 'planning & zoning' authority in any city within the county borders. The county does have a working relationship with every city within its jurisdiction to provide coordinated services and support.

The county's position is that each City must decide on this particular (VRBO) activity – whether to allow it or not (through existing ordinance or new amended ordinance language). Each city has its own zoning authority and ordinance governing activities associated with single family zoning areas within its city limits.

Once that determination is completed; there are several ways to monitor and regulate the activity (VRBO). Many cities – especially those that have an existing rental housing program – incorporate this activity into the existing program. Other cities have used VRBO activities to create a rental housing program to monitor and regulate. The County supports this avenue – keeping control of licensing and monitoring at the City level. If the City decides to consider looking at this (VRBO) activity as 'Lodging'; then, again, it would have to determine that commercial lodging is approved (and appropriate) within its single-family zoning areas. (NOTE: Most cities would not consider this option; creating all kinds of 'exceptions' or 'variances' to their single-family zoning areas.).

There are cities that have decide to not allow VRBO activities and have expressly added language to their city Ordinance forbidding the activity (Bloomington).

Whatever the city decides, Hennepin County continues to support cities and can assist with County & State information and regulatory services.

Just a note that I was responding – in the strictest sense – to the 'housing' portion. If there were associated activities that would include Food & Beverage (E.g., a Bed & Breakfast –where the owners/managers provide other services besides housing), then the County may have to be involved with the City to determine the validity of the (VRBO) activity. [The county's position would be that it is commercial lodging rather that strictly VRBO activities].

Again, it's really a city decision –first step – to decide to allow the (VRBO) activity. The county's position is that this first decision is really a zoning issue. Classifying VRBO as 'Lodging' – in a single-family zoning area – doesn't seem to be a viable solution. There are exceptions of course, like a (transitional) 'half-way' house where food is being provided or a 'Bed & Breakfast' –type operation. If the VRBO is strictly a

Exhibit E

'housing rental' – with no other associated activities – the county's position is that cities should view it as short-term housing rental.

If the city decides to allow single-family homes to be rented on a short-term basis – the county encourages cities to incorporate the activity into a rental housing program to license and monitor. There are some 'creative' VRBO rentals out there- where an owner is renting individual bedrooms of a single-family home. This is something that the county discourages because it may then fall into the definition of lodging. The county encourages cities to create ordinance language forbidding the individual rental of bedrooms in a single-family home in their rental housing program.

We do inspect places like (transitional) 'half-way' houses and 'Bed & Breakfast'-type activities where food is being served (in a single-family zoned area of a city). Where we inspect (strictly) lodging activities – is hotels and motels in commercial-zoned areas of cities.

So, again, the county's position is that it's a city ZONING issue. Allowing 'hotels or motels' in single-family zoned area doesn't seem to make much sense. Classifying (VRBO) them as short-term rental housing – under a city rental housing program – makes more sense. The county would 'accept' (allow) the city to monitor and license these under a rental housing program.

Having the city create ordinance language forbidding the rental of individual bedrooms – of a single family home – would remove confusion under the definition of a lodging establishment, too.

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Ex. F

LANDLORDS AND TENANTS

Rights and Responsibilities



From the Office of the
Minnesota Attorney General

helping people afford their lives and live with dignity and respect

www.ag.state.mn.us

The rights and duties of landlords and tenants in Minnesota are spelled out in federal law, state statutes, local ordinances, safety and housing codes, common law, contract law, and a number of court decisions. These responsibilities can vary from place to place around the state.

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. References to statutes and case law examples appear at the back of the handbook. 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 derived 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 (2017).

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.

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Entering into the Agreement

According to Minnesota law, 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. It doesn't matter if the agreement is oral or in writing. It is an agreement to rent, and that means some of its most important terms are automatically defined by law. Some of these terms are fixed—that is, neither landlord nor tenant can change them. Other terms can be whatever the landlord and tenant want if both parties agree. The following pages describe what the law requires of both landlords and tenants in a typical rental agreement.

Inspecting the Unit Before Signing a Lease

Prospective tenants should be allowed to see the rental unit before they pay any money. They should also be allowed to inspect the utilities, the appliances, the electrical system, the plumbing, heating, and lights. Landlords with single-metered residential buildings must provide prospective tenants with the total utility costs for the building for the most recent calendar year. Potential tenants may, if they choose, list the problems they discover and may request the landlord sign the list before the potential tenants sign a lease. Landlords can refuse to cooperate (these are not “rights” legally enforceable in court), but cooperation is advised. To have a list of problems is in the best interest of both the landlord and tenant, since it protects all parties if there is a disagreement about who is responsible for any repairs.

Some cities in Minnesota require landlords to get licenses for their apartments. In these cities, landlords who rent an unlicensed apartment may not be able to accept or keep rent. Prospective tenants and landlords should check with their local government authorities to determine if apartments need to be licensed.

Required Management Background Check

The law requires landlords to do a background check on every manager employed, or applying to be employed, by the landlord.¹ A manager is anyone who is hired, or applying to be hired, by a landlord and would have access to tenants' units when necessary.² Background checks are done by the Superintendent of the Minnesota Bureau of Criminal Apprehension (BCA) to find out if the manager has a criminal history. The following guidelines have been established by law for landlords to follow when hiring a manager.

If a person is 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,³ the person may never be hired as a residential manager and may be fired if the manager was hired pending the background check.⁴

If a person is convicted of third degree murder; second degree manslaughter; criminal vehicular homicide or injury; fourth or fifth degree assault; simple or aggravated robbery; false imprisonment; theft; burglary; terrorist threat; or non-felony stalking,⁵ the person may not be hired as a manager unless it has been ten years since the date of discharge of their sentence.⁶

The person also cannot be hired as a manager if there was a conviction for an attempt 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.⁷

All landlords must request background checks on all currently employed managers.⁸ 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 must pay a fee for each background check.⁹

Screening Fees and Pre-Lease Fees

Many landlords, particularly in urban areas, require prospective tenants to pay a screening fee. Some landlords do not. If required, the screening fee is used to cover the cost of checking the tenant's references. Prospective tenants should ask if a screening fee is required and, if so, the amount of the fee. Tenants should also ask if screening fees are refundable.

A landlord may not:

1. Charge an applicant 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;
2. Collect or hold an applicant screening fee without giving the applicant a written receipt for the fee, which may be incorporated into the application form, upon request of the applicant; or
3. Use, cash, or deposit an applicant screening fee until all prior applicants have either been screened and rejected, or offered the unit and declined to enter into a rental agreement.¹⁰

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.¹¹

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.¹²

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.¹³

Landlords are also permitted to 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.¹⁴

Security Deposits

Landlords have the right to require tenants to pay a security deposit (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).¹⁵ The security deposit cannot be used by the tenant to pay the rent, except 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.¹⁶

Security deposits are attached to those whose names 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 limit the amount a landlord may require as 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.")

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 noncompounded interest.¹⁷ 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.¹⁸ (See page 20 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.¹⁹ The federal "Fair Credit Reporting Act"²⁰ also governs tenant-screening reports.²¹ 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.²²

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.²³ 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.²⁴

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.²⁵

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 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.²⁶ If a landlord uses information in a tenant report to deny rental, 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.
3. Inform the tenant of the right to obtain a free copy of the report from the screening service.²⁷ Also, a landlord could disclose the contents of the report to the tenant directly. A tenant screening service may not prohibit a landlord from doing this.²⁸

Some landlords will be willing to work with prospective tenants with a bad credit rating or landlord history if the tenant will assure them that they will get paid. Many landlords will take double or triple damage deposits to cover them for their lost rent if they are concerned about a prospective tenant. Another 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.

In limited situations, tenants who have been named as defendants in eviction cases 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. The court must find that the landlord's case was "sufficiently without basis in fact or law," and that expungement is "in the interests of justice and those

interests are not outweighed by the public's interest in knowing about the record."²⁹ Expungement is sometimes mandatory if 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 or the tenant did not receive a proper notice to vacate on a date prior to the start of the Eviction Action.³⁰ If a judge orders expungement, the tenant reporting company should be notified so its reports will be updated.

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.³¹ If a building contains 12 or more residential units, the owner must use a written lease.³² An owner who fails to provide a written lease as required is guilty of a petty misdemeanor.³³ 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.³³ 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 24 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.³⁴

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 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, 2012.³⁵

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.³⁶ A tenant may vacate a unit if it becomes condemned (see page 17). 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).³⁷
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.³⁸ 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.³⁹ 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 18 for a more complete explanation of proper notice.)

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 19. 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.⁴⁰ 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.⁴¹

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.⁴²

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).⁴³

Disclosure to the Tenant

Before signing a lease, paying rent, or paying a security deposit, a prospective tenant must be given a copy of all outstanding inspection orders for which a citation has been issued. (Citations are issued by a housing inspector when a housing code is violated and the health or safety of tenants is threatened.) In addition, a tenant or prospective tenant must be given a copy of all outstanding condemnation orders and declarations that the property is unfit for human habitation.⁴⁴

If the inspection order results in a citation but does not involve code violations that threaten the health and safety of the tenant, the landlord (or person acting for the landlord) must post a summary of the inspection order in an obvious place in each building affected by the inspection order. The landlord (or person acting for the landlord) must also post a notice that the inspection order is available for review by tenants and prospective tenants.⁴⁵

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.⁴⁶

Additionally, landlords who rent units built before 1978 must disclose all known lead-based paint and lead-based paint hazards in the unit, include a warning in the lease, and give renters a copy of the Environmental Protection Agency's pamphlet "Protect Your Family from Lead in Your Home." Lead-based paint that is peeling (or its dust) may be especially hazardous to children's health. Tenants who suspect that they have a lead paint problem or would like to get more information should call the National Lead Information Center at (800) 424-5323 and request a copy of the EPA's pamphlet "Protect Your Family from Lead in Your Home."⁴⁷

Further, as discussed above, a landlord must disclose to a prospective tenant that 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.⁴⁸

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 good to put this agreement in writing and have it signed by both parties. Information about utility shut-offs is found on page 26.

Single-Metered Residential Buildings

Landlords are permitted to rent residential buildings with a single utility meter, if they comply with all the conditions in the law.⁴⁹ The landlord must provide prospective tenants with a notice of the total utility cost for the building by month for the most recent calendar year.⁵⁰ The landlord must have an equitable method for dividing the utility bill and billing the tenants.⁵¹ The method for apportioning the bill and billing tenants must be put in writing in all leases. The lease must include a provision that upon the tenant's request, the landlord will provide a copy of the actual

utility bill for the building along with each apportioned utility bill. Also, upon a tenant's request, 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.⁵²

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.⁵³

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.⁵⁴ (See pages 13-17 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.⁵⁵

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 efficiency.

These landlord obligations cannot be waived.⁵⁶ 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 13 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 "Repair Problems" beginning on page 13 for procedures to be followed in repair disputes.)⁵⁷

Unlawful Destruction of Property

The tenant must not abuse the rental property and must pay for any damage the tenant causes beyond normal wear and tear. 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.⁵⁸

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 a landlord before making any alterations.

During the Tenancy

The Rent

Payments

Tenants must pay rent on the due date, whether they have a periodic lease or a definite term lease. The due date and amount of rent are set by the lease. A landlord receiving rent or other 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.⁵⁹ If a tenant does not pay the rent, the landlord may take legal action to evict the tenant.

When an apartment is rented to individuals who will live as roommates, 100 percent of the rent is due from the unit. Typically, roommates come to an agreement as to how the rent cost will be divided. However, if a roommate vacates the unit while the lease is still in effect, the rent stated in the lease is still due regardless of who continues to reside in the unit. For example, two people agree to share a unit and to a 50 percent split of the monthly rental cost. If one roommate moves out prior to the end of the lease, unless the landlord agrees otherwise, the remaining roommate will still have to pay 100 percent of the rent.

If a unit is vacated before the lease ends, the leaseholder(s) is still responsible to pay 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).

Late Fees

The rent must be paid on the date it is due. When a tenant is late in paying rent, the landlord has the legal right to start eviction proceedings. (See page 22 for an explanation of eviction proceedings.) A tenant cannot be charged a late fee if the rent is paid after the due date, unless the tenant and landlord have agreed in writing that a late fee may be imposed. The written agreement must specify when the late fee will be charged and the late fee cannot exceed eight percent of the overdue rent payment, unless a federal statute, regulation, or handbook provides a different late fee for any tenancy under a federal program.⁶⁰

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 18 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.⁶¹ If a landlord violates this law, the tenant can take the landlord to court to break the lease, recover the damage deposit, and receive a civil penalty of up to \$100 per violation.⁶²

Examples of a reasonable business purpose include:

1. Showing the unit to prospective tenants.⁶³
2. Showing the unit to a prospective buyer or insurance agent.⁶⁴
3. Performing maintenance work.⁶⁵
4. Showing the unit to state, county, or local officials (i.e., fire, housing, health, or building inspectors) inspecting the property.⁶⁶
5. Checking on a tenant causing a disturbance within the unit.⁶⁷
6. Checking on a tenant the landlord believes is violating the lease.⁶⁸
7. Checking to see if a person is staying in the unit who has not signed the lease.⁶⁹
8. Checking the unit when a tenant moves out.⁷⁰
9. 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.⁷¹

A tenant's right to prior notice may not be waived in any residential lease.⁷² 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.⁷³
2. When immediate entry is necessary to determine a tenant's safety.⁷⁴
3. When immediate entry is necessary to comply with state law or local ordinances.⁷⁵

If a landlord enters without giving prior notice and the tenant is not present, the landlord must give written notice to the tenant.⁷⁶ If the landlord violates this law, the tenant may recover up to \$100 per violation in court.⁷⁷

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.⁷⁸ Any lease provision that limits this right is illegal and void⁷⁹ 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.⁸⁰ This law, however, 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.⁸¹

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.⁸²

Repair Problems

Minnesota law requires landlords to keep units in reasonable repair. This requirement cannot be waived.⁸³ However, the landlord and the tenant can agree the tenant will do certain 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).⁸⁴

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 17 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 correct 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 correct them. If the landlord does not make the corrections, the state, county, or local department or authority has the authority to serve a summons on the landlord to appear in court.⁸⁵

A landlord may not retaliate (strike back) by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector. (See page 25 for more information about retaliation.)⁸⁶

Rent Escrow Action

A Rent Escrow Action is a simplified procedure that permits a tenant to seek relief for housing violations on his or her own without the assistance of an attorney. Tenants may place rent in an escrow account when a landlord will not correct 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.⁸⁷ A tenant may wish to speak with a private attorney or Legal Aid attorney for advice before proceeding. 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.⁸⁸ 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.⁸⁹

Even if there is no local housing code, Minnesota law says landlords must keep rental property fit to live in and in good repair.⁹⁰ 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.⁹¹

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.⁹² There is a small filing fee, but the administrator can waive the fee if the tenant's income is very low.⁹³ 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.⁹⁴

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.⁹⁵ 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.⁹⁶

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.⁹⁷
2. Allow the tenant to make the repairs and deduct the cost from the rent.⁹⁸
3. Appoint an administrator to collect rent and order repairs.⁹⁹
4. Return all, none, or part of the rent to the tenant.¹⁰⁰
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.¹⁰¹
6. Fine the landlord.¹⁰²

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.¹⁰³

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.¹⁰⁴

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.¹⁰⁵
2. A violation of the landlord's obligation to keep the rental unit in reasonable repair.¹⁰⁶
3. A violation of an oral or written rental agreement or lease.¹⁰⁷

A Tenant Remedies Action, however, 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).¹⁰⁸
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.¹⁰⁹
3. Wait for the required time to pass, and then, if the repair work has not begun or progressed, bring suit in district court.¹¹⁰ 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.¹¹¹

Rent Abatement (Return of Money)

Before suing for rent abatement (a return of rent paid for a unit that was in disrepair), the tenant should try to get the landlord to make the repairs. Only after it appears the repairs won't be made, and further requests seem pointless, should the tenant try to bring a legal action for rent abatement. The tenant should then be prepared to prove:

1. The existence of the condition(s) affecting safety, health, or the fitness of the dwelling as a place to live.¹¹²
2. The landlord was notified, knew, or should have known, about the defective condition(s).¹¹³
3. The landlord failed to repair the defective condition(s), or make adequate repairs, after having a reasonable time to do so.¹¹⁴

Although it is unclear under present Minnesota law how the amount of rent reduction (damages or money) should be determined, the tenant may be able to recover either:

1. The difference in value between the condition the rental unit would have been in had the landlord met the landlord's legal duty to make repairs and the actual condition of the dwelling without the repairs; or
2. The extent to which the use and enjoyment of the dwelling has been decreased because of the defect.

The tenant may sue for rent reduction in conciliation court if the amount the tenant is seeking is less than the maximum amount the conciliation court has jurisdiction to decide. If the tenant's claim exceeds the conciliation court maximum, a lawsuit would have to be brought in district court or the amount the tenant is asking for would have to be reduced to the jurisdictional limit of conciliation court. (Effective August 1, 2014, claims of up to \$15,000 can be decided in conciliation court.)

Withholding Rent

Tenants may withhold rent if there is a serious repair problem or code violation. Because the tenant may have to defend this action in court, it may be better to use a Rent Escrow Action; however, 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.¹¹⁵
2. Notify the housing, health, energy, or fire inspector (if there is one) if the landlord does not make the repairs.¹¹⁶
3. Get a written copy of the inspector's report.¹¹⁷
4. Notify the landlord in writing that all or part of the rent will be withheld until the repairs are made.¹¹⁸

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.¹¹⁹ The tenant must not spend the withheld rent money. The tenant must bring the money to court when the tenant is summoned (required) to appear in court. The judge may order the tenant to deposit the rent with the court. Tenants who fail to comply with 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, for instance, 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.¹²⁰ 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, affecting future credit and tenant screening checks. Therefore, withholding rent may create more of a risk to the tenant than a Rent Escrow, Tenant Remedies Action, or a rent abatement 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.¹²¹
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.¹²²

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 in a building with a majority of the tenants' permission.¹²³

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.¹²⁴
2. Take to court the owner of a building in which a housing violation may exist.¹²⁵
3. Take to court the owner of any unoccupied buildings in its area.¹²⁶

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 owner of the building for reasonable attorney's fees, not to exceed \$500.¹²⁷

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.¹²⁸

Uninhabitable or Condemned Buildings

A landlord may not accept rent or a security deposit for residential rental property condemned or declared unfit for human habitation by a state or local authority if the tenancy started after the premises were condemned or declared unfit for human habitation. 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 other costs.¹²⁹ 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.¹³⁰

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 vacate the rental unit. In that situation, the tenant is not required to pay further rent to the landlord.¹³¹ If the building has not been condemned, however, a tenant who relies upon 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 13-17 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. The notice requirements for periodic and definite term tenancies differ.

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 provides that written notice must be received by the other party at least one full rental period before the last day of the tenancy. This means the day before the last rent payment is due.¹³²

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. No matter when during 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.

The effective date of the notice is the date it is received. If the notice is mailed May 31, it will not be received by the other party until at least June 1 and will be ineffective to end the tenancy by June 30. The proper notice provision also applies to the landlord. If the landlord wants to end the tenancy, he or she must give the tenant advance written notice the day before that last rental period begins. If the landlord misses the deadline, the notice is defective 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.¹³³

For Definite Term Tenancies

Procedures for ending a definite term tenancy are generally 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 provisions 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. Often such a requirement is 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.

But if the automatic renewal is for an extra two months or more, the landlord must give the tenant written notice and call the tenant's attention to the automatic renewal provision. If the landlord does not, 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 5.

Holdover Tenants

If there is no provision 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 (outside of a city) 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 22-25 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.

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.

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;¹³⁷ **and**
2. The tenant needs to terminate the tenancy;¹³⁸ **and**
3. The specific date the tenancy will terminate.¹³⁹

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.¹⁴⁰

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.¹⁴¹ 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.¹⁴²

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.¹⁴³

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, or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned.¹⁴⁴ 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).¹⁴⁵ If the landlord does not return the deposit or return an explanation in the time allowed, 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.¹⁴⁶ Minnesota law allows a landlord to withhold from a security deposit only the amount necessary for unpaid rent,¹⁴⁷ damages to the rental unit beyond ordinary wear and tear,¹⁴⁸ or other money the tenant owes to the landlord under an agreement (e.g. water bills).¹⁴⁹

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.¹⁵⁰

If a landlord does not return or transfer the deposit, the court may penalize the landlord \$500 for each deposit not returned or transferred.¹⁵¹

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.¹⁵²

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).¹⁵³ 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."¹⁵⁴

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.¹⁵⁵

Other Important Laws

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 ten 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)

Landlords cannot forcibly remove tenants. 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 such an action the landlord must have a legitimate reason. According to state law, legitimate reasons can be nonpayment of rent, other breach of the lease, or cases where the tenant has refused to leave after notice to vacate has been properly served and the tenancy's last day has passed.¹⁵⁶

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.

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, 25, and 29 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 a number of 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 seven days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court.¹⁵⁷
2. A court hearing must take place within seven to fourteen 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.¹⁵⁸
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.¹⁵⁹

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 subpoenaed (called) for trial; costs do not include other legal or similar fees for handling/processing the case as those are capped at \$5.¹⁶⁰

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: total the amount of the rent, include a date or dates corresponding with the date rent was due, and 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.

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 a Writ of Recovery (eviction order).¹⁶¹

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

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 expunge (remove) the eviction case from the court's record.¹⁶² (See page 7 for a more complete discussion of expungement.) 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.¹⁶³

It should be understood that 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.¹⁶⁴

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.

Storage of Personal Property

In cases where the tenant's property will be stored on the premises, the landlord must prepare an inventory that is signed and dated in the presence of a law enforcement officer acting pursuant to a court order. 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.¹⁶⁵

The inventory must include the following:

1. A listing of the items of personal property, and a description of the condition of that property.¹⁶⁶
2. The date, the signature of the landlord, and the name and telephone number of the person authorized to release the property.¹⁶⁷
3. The name and badge number of the police officer.¹⁶⁸

The officer must keep a copy of the inventory. The landlord must remove, store and take care of the tenant's property. The landlord is liable for damages to, or loss of, the tenant's personal property if the landlord fails to use reasonable care. 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 the tenant and the tenant's property will be removed from the premises if the tenant has not vacated by the time specified in the notice.¹⁶⁹ According to Minnesota law, this provision may not be waived or modified by any oral or written lease or other agreement.¹⁷⁰

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 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 lien (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.¹⁷¹

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.

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;
- Illegally using or possessing firearms;
- Allowing stolen property or property obtained from robbery; or
- Allowing prostitution or related activities.¹⁷²

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 (rather than the usual 7 to 14 days).¹⁷³

If illegal drugs or contraband valued at more than \$100 are seized from the property, the landlord, upon being notified,¹⁷⁴ has 15 days to file to evict the tenant or ask the county attorney to do so.¹⁷⁵

Landlords receiving notice of a second such occurrence involving the same tenant may forfeit their property unless they have filed to evict the tenant or asked the county attorney to do so.¹⁷⁶ Forfeiture of the property may occur if the value of the controlled substance is \$1,000 or more or there have been two previous controlled substance seizures involving the same tenant.¹⁷⁷

The tenant has a defense against eviction if the tenant has no knowledge of, or reason to know about, the drugs or contraband or could not prevent them from being brought onto the premises.¹⁷⁸

The landlord has a defense if the landlord was not notified of the seizure or had made every reasonable attempt to evict a tenant or to assign the county attorney that right. If the property is owned by a parent of the offender, the rental property cannot be forfeited simply based on the owner's knowledge of unlawful drug use unless the parent actively participated in, or knowingly allowed the unlawful activity, or the rental property was purchased with unlawful drug proceeds.¹⁷⁹

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.¹⁸⁰ 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.¹⁸¹

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 5), 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.¹⁸²
- 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 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.¹⁸³

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 5), 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.¹⁸⁴

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.¹⁸⁵

If, within 90 days of a tenant's action, the landlord starts an Eviction Action or gives the tenant a notice to vacate, the law presumes that the landlord is retaliating. 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 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.¹⁸⁶ A tenant who has been unlawfully locked out may petition the district court to get back in. The petition must:

1. Give a description of the rental unit.¹⁸⁷
2. Give the owner's name.¹⁸⁸
3. State the facts that make the lockout or exclusion unlawful.¹⁸⁹
4. Request that the tenant be given possession of the unit.¹⁹⁰

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 landlord to pay the tenant up to triple damages or \$500, whichever is greater, plus reasonable attorney's fees.¹⁹¹ Also, a landlord cannot cart away or keep a tenant's belongings for nonpayment of rent or other charges.¹⁹²

Utility Shut-offs

A landlord may not intentionally shut off a tenant's utilities.¹⁹³ 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.¹⁹⁴
2. The landlord, once notified, had the services reinstated within a reasonable time or made a good faith effort to do so.¹⁹⁵
3. The cutoff was necessary to repair or correct equipment or to protect the health and safety of the tenants.¹⁹⁶

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.¹⁹⁷

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.¹⁹⁸

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.¹⁹⁹

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.²⁰⁰ 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.²⁰¹

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.²⁰²

Utilities include natural gas, water, electricity, home heating oil and propane.²⁰³ This law applies to all utility providers, including municipalities and cooperatives that in most cases are not regulated by the Minnesota Public Utilities Commission.²⁰⁴ 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.²⁰⁵

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.²⁰⁶ 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.²⁰⁷ 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.²⁰⁸ A regulated public utility must notify a customer of disconnection at least seven working days in advance.²⁰⁹ An unregulated utility—such as a cooperative or municipal utility—must notify a customer of disconnection at least 15 days in advance.²¹⁰ 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.

Payment Plans

A utility company must enter into payment agreements all year round, not just during the winter months.²¹¹ 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.²¹² 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 ten percent of your monthly household income toward current and past utility bills.²¹³ A cooperative or municipal utility can ask you to pay more than ten percent of your monthly household income, but it must consider your financial circumstances.²¹⁴ 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.²¹⁵ 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 seven working days.²¹⁶ After it receives your written appeal, the Minnesota Public Utilities Commission will review it and issue a decision within 20 working days.²¹⁷ During the appeal process, your utility company cannot disconnect your heat; if you have already been disconnected, your utility company must reconnect your service.²¹⁸ If your appeal is denied, your utility company must notify you in writing at least seven days before it disconnects your service.²¹⁹

If you are the customer of a cooperative or municipal utility, you must appeal directly to your utility company before you are disconnected.²²⁰

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.

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.²²¹ 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.²²² 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 sell, rent, lease, or otherwise deny housing to potential tenants or have different rental terms on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or familial status.²²³ 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, marital status, status with regard to public assistance, sexual orientation, or disability.
2. Rooms in a temporary or permanent residence home run by a nonprofit organization, if the discrimination is by sex.²²⁴

Likewise, a landlord cannot discriminate against tenants by decreasing services that have been promised in the lease.²²⁵ It is also illegal for landlords to discriminate against people with children (this is also called "familial status"). However, there are some important exceptions to this prohibition. Landlords can refuse to rent to persons with children when:

1. The vacancy is in an owner-occupied house, duplex, triplex or fourplex²²⁶ or
2. The purpose of the building is to provide housing for elderly persons.²²⁷

Complaints about discrimination may be filed with the Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, St. Paul, MN 55155; (651) 539-1100, or toll free, (800) 657-3704. In Minneapolis, St. Paul, and some other locations, such complaints may also be filed with municipal civil or human rights departments. Tenants may also wish to consult a private attorney about discrimination.

To qualify for the second exemption the housing must:

1. Be provided under a state or federal program that is specifically designed and operated to assist elderly persons;²²⁸
2. Be intended for and solely occupied by persons 62 years of age or older;²²⁹ 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.²³⁰

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.²³¹

Accessible Units

Minnesota law requires that a disabled person, or a family with a disabled family member, must be given priority to accessible units. This law provides that if a non-disabled person, or a family that does not include a disabled person, is living in a an accessible unit, the owner must offer to rent a non-disability-equipped apartment to that person or family if:

1. A disabled person or a family with a disabled family member who will reside in the apartment has signed a rental agreement for the accessible unit.²³²
2. A similar non-disability-equipped unit in the same rental housing complex is available at the same rent.²³³

The law requires that the owner must inform non-disabled people and families that do not include a disabled family member 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.²³⁴

Landlord Disclosure

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

1. The person authorized to manage the premises.²³⁵
2. The owner of the premises or the owner's authorized agent (the person or entity that will be receiving any notices or demands).²³⁶

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 served (handed to the recipient). 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.²³⁷

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.²³⁸

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.²³⁹

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. Still, 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

If law enforcement has performed an eviction, the storage of a tenant's personal property is explained on page 23 of this booklet. Otherwise, the 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.²⁴⁰

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.²⁴¹ The landlord must make a reasonable effort, however, to contact the tenant at least two 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 living quarters, if that is known by the landlord. The landlord must also post a notice of the sale in a clearly visible place on the premises at least two weeks before the sale. If notice is given by mail, the two week period begins the day the notice is deposited in the United States mail.²⁴²

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.²⁴³

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.²⁴⁴

Expanded Definition of Tenant

Caretakers and other individuals who exchange their services (instead of money) for rent are considered tenants. As such, these individuals are entitled to all rights and remedies provided to tenants by law.²⁴⁵

Smoking in Common Areas

Minnesota's Clean Indoor Air Act prohibits smoking in all common areas within apartment buildings.²⁴⁶

Manufactured Home Park Residents

Manufactured home owners who rent lots in manufactured home parks have special rights and responsibilities under Minnesota law.²⁴⁷ 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 36.

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: www.uscode.house.gov.

- 1 Minn. Stat. § 299C.68 (2017).
- 2 Minn. Stat. § 299C.67, subd. 4 (2017).
- 3 Minn. Stat. § 299C.67, subd. 2(a) (2017).
- 4 Minn. Stat. § 299C.69(a) (2017).
- 5 Minn. Stat. § 299C.67, subd. 2(b)(1) (2017).
- 6 Minn. Stat. § 299C.69(b) (2017).
- 7 Minn. Stat. § 299C.67 (2017);
Minn. Stat. § 299C.69(b) (2017).
- 8 Minn. Stat. § 299C.68, subd. 1 (2017).
- 9 Minn. Stat. § 299C.68, subd. 2 (2017).
- 10 Minn. Stat. § 504B.173, subd. 1 (2017).
- 11 Minn. Stat. § 504B.173, subd. 2 (2017).
- 12 Minn. Stat. § 504B.173, subd. 3 (2017).
- 13 Minn. Stat. § 504B.173, subd. 4 (2017).
- 14 Minn. Stat. § 504B.175 (2017).
- 15 Minn. Stat. § 504B.178, subd. 3(b) (2017).
- 16 Minn. Stat. § 504B.178, subd. 8 (2017).
- 17 Minn. Stat. § 504B.178, subd. 2 (2017).
- 18 Minn. Stat. § 504B.178, subd. 3(b) (2017).
- 19 Minn. Stat. § 504B.235, subd. 3 (2017).
- 20 15 U.S.C. §§ 1681-1681x (2018).
- 21 Minn. Stat. § 504B.245 (2017).
- 22 Minn. Stat. § 504B.235, subd. 4 (2017).
- 23 15 U.S.C. § 1681g (2018).
- 24 15 U.S.C. § 1681h (2018).
- 25 15 U.S.C. § 1681j (2018);
Minn. Stat. § 13C.01, subd. 1(a) (2017).
- 26 15 U.S.C. § 1681i (2018).
- 27 15 U.S.C. § 1681m (2018).
- 28 15 U.S.C. § 1681e (2018).
- 29 Minn. Stat. § 484.014 (2017).
- 30 Minn. Stat. § 484.014 (2017).
- 31 Minn. Stat. § 504B.111 (2017).
- 32 Minn. Stat. § 504B.111 (2017).
- 33 Minn. Stat. § 504B.111 (2017).
- 34 Minn. Stat. § 504B.115, subd. 2 (2017).
- 35 Minn. Stat. § 504B.172 (2017).
- 36 Minn. Stat. § 504B.265 (2017).
- 37 Minn. Stat. § 504B.001, subd. 13 (2017).
- 38 Minn. Stat. § 504B.135 (2017).
- 39 Minn. Stat. § 504B.135 (2017); *Oesterreicher v. Robertson*, 245 N.W. 825 (Minn. 1932).
- 40 Minn. Stat. § 504B.151, subd. 1 (2017).
- 41 Minn. Stat. § 504B.151, subd. 1(b) (2017).
- 42 Minn. Stat. § 504B.151, subds. 2 and 3 (2017).
- 43 *Fisher v. Heller*, 174 Minn. 233, 219 N.W. 79 (1928).
- 44 Minn. Stat. § 504B.195, subd. 1(a) (2017).
- 45 Minn. Stat. § 504B.195, subd. 1(b) (2017).
- 46 Minn. Stat. § 504B.195, subd. 3 (2017).
- 47 42 U.S.C. §§ 4851-4856 (2018).
- 48 Minn. Stat. § 504B.151, subd. 1(d) (2017);
Minn. Stat. § 580.042, subd. 5(b) (2017).
- 49 Minn. Stat. § 504B.215, subd. 2a (2017).
- 50 Minn. Stat. § 504B.215, subd. 2a(a)(1) (2017).
- 51 Minn. Stat. § 504B.215, subd. 2a(a)(2) (2017).
- 52 Minn. Stat. § 504B.215, subd. 2a(a)(3) (2017).
- 53 Minn. Stat. § 504B.215, subd. 2a(b) (2017).
- 54 Minn. Stat. § 504B.215, subd. 2a(c) (2017).
- 55 Minn. Stat. § 504B.221(a) (2017).
- 56 Minn. Stat. § 504B.161, subd. 1 (2017).
- 57 Minn. Stat. § 504B.161, subd. 2 (2017).
- 58 Minn. Stat. § 504B.165(a) (2017).
- 59 Minn. Stat. § 504B.118 (2017).
- 60 Minn. Stat. § 504B.177 (2017).
- 61 Minn. Stat. § 504B.211, subd. 2 (2017).
- 62 Minn. Stat. § 504B.211, subd. 6 (2017).
- 63 Minn. Stat. § 504B.211, subd. 3(1) (2017).
- 64 Minn. Stat. § 504B.211, subd. 3(2) (2017).
- 65 Minn. Stat. § 504B.211, subd. 3(3) (2017).
- 66 Minn. Stat. § 504B.211, subd. 3(4) (2017).
- 67 Minn. Stat. § 504B.211, subd. 3(5) (2017).
- 68 Minn. Stat. § 504B.211, subd. 3(6) (2017).
- 69 Minn. Stat. § 504B.211, subd. 3(8) (2017).
- 70 Minn. Stat. § 504B.211, subd. 3(9) (2017).
- 71 Minn. Stat. § 504B.211, subd. 3(7) (2017).
- 72 Minn. Stat. § 504B.211, subd. 2 (2017).

- 73 Minn. Stat. § 504B.211, subd. 4(1) (2017).
- 74 Minn. Stat. § 504B.211, subd. 4(2) (2017).
- 75 Minn. Stat. § 504B.211, subd. 4(3) (2017).
- 76 Minn. Stat. § 504B.211, subd. 5 (2017).
- 77 Minn. Stat. § 504B.211, subd. 6 (2017).
- 78 Minn. Stat. § 504B.205, subd. 2 (2017).
- 79 Minn. Stat. § 504B.205, subd. 2 (2017).
- 80 Minn. Stat. § 504B.205, subd. 5 (2017).
- 81 Minn. Stat. § 504B.205, subd. 4 (2017).
- 82 Minn. Stat. § 504B.205, subd. 3 (2017).
- 83 Minn. Stat. § 504B.161 (2017).
- 84 Minn. Stat. § 504B.161, subd. 2 (2017).
- 85 Minn. Stat. § 504B.395, subs. 1(4) and 5 (2017).
- 86 Minn. Stat. § 504B.441 (2017).
- 87 Minn. Stat. § 504B.385 (2017).
- 88 Minn. Stat. § 504B.185 (2017).
- 89 Minn. Stat. § 504B.385, subd. 1(a) and (b) (2017).
- 90 Minn. Stat. § 504B.161 (2017).
- 91 Minn. Stat. § 504B.385, subd. 1(c) (2017).
- 92 Minn. Stat. § 504B.385, subd. 1(d) (2017).
- 93 Minn. Stat. § 563.01 (2017).
- 94 Minn. Stat. § 504B.385, subd. 5 (2017).
- 95 Minn. Stat. § 504B.385, subd. 5(d) (2017).
- 96 Minn. Stat. § 504B.385, subd. 2 (2017).
- 97 Minn. Stat. § 504B.425(b) (2017).
- 98 Minn. Stat. § 504B.425(c) (2017).
- 99 Minn. Stat. § 504B.425(d) (2017).
- 100 Minn. Stat. § 504B.385, subd. 9 (2017).
- 101 Minn. Stat. § 504B.385, subd. 9 (2017).
- 102 Minn. Stat. § 504B.385, subd. 9 (2017).
- 103 Minn. Stat. § 504B.385, subd. 10 (2017).
- 104 Minn. Stat. § 504B.385, subd. 11 (2017).
- 105 Minn. Stat. § 504B.001, subd. 14(1) (2017).
- 106 Minn. Stat. § 504B.001, subd. 14(2) (2017).
- 107 Minn. Stat. § 504B.001, subd. 14(3) (2017).
- 108 Minn. Stat. § 504B.185 (2017).
- 109 Minn. Stat. § 504B.395, subd. 4(1) (2017).
- 110 Minn. Stat. § 504B.395, subs. 2 and 3 (2017).
- 111 Minn. Stat. § 504B.395, subd. 6 (2017).
- 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 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).
- 119 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).
- 120 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).
- 121 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).
- 122 Fritz v. Wharthen, 213 N.W.2d 339 (Minn 1973).
- 123 Minn. Stat. § 504B.001, subd. 5 (2017).
- 124 Minn. Stat. § 504B.185 (2017).
- 125 Minn. Stat. § 504B.395, subd. 1(2) (2017).
- 126 Minn. Stat. § 504B.395, subd. 1(3) (2017).
- 127 Minn. Stat. § 504B.425(g) (2017).
- 128 Minn. Stat. § 504B.425(d) (2017):
Minn. Stat. § 504B.445, subd. 4 (2017).
- 129 Minn. Stat. § 504B.204 (2017).
- 130 Minn. Stat. § 504B.178, subd. 3(a)(2) (2017).
- 131 Minn. Stat. § 504B.131 (2017).
- 132 Minn. Stat. § 504B.135 (2017); Oesterreicher v. Robertson, 245 N.W 825 (Minn. 1932).
- 133 Minn. Stat. § 504B.135 (2017); Oesterreicher v. Robertson, 245 N.W 825 (Minn. 1932); Eastman v. Vetter, 58 N.W 989 (Minn. 1894).
- 134 Minn. Stat. § 504B.145 (2017).
- 135 Minn. Stat. § 504B.178, subd. 8 (2017).
- 136 Minn. Stat. § 504B.141 (2017).
- 137 Minn. Stat. § 504B.206, subd. 1(a)(1) (2017).
- 138 Minn. Stat. § 504B.206, subd. 1(a)(2) (2017).
- 139 Minn. Stat. § 504B.206, subd. 1(a)(3) (2017).
- 140 Minn. Stat. § 504B.206, subd. 2 (2017).
- 141 Minn. Stat. § 504B.206, subd. 3(a) (2017).
- 142 Minn. Stat. § 504B.206, subd. 3(c) (2017).
- 143 Minn. Stat. § 504B.155 (2017).
- 144 Minn. Stat. § 504B.178, subs. 2 and 3(a)(2) (2017).
- 145 Minn. Stat. § 504B.178, subd. 3(a)(1)(2) (2017).
- 146 Minn. Stat. § 504B.178, subd. 4 (2017).
- 147 Minn. Stat. § 504B.178, subd. 3(b)(1) (2017).
- 148 Minn. Stat. § 504B.178, subd. 3(b)(2) (2017).
- 149 Minn. Stat. § 504B.178, subd. 3(b)(1) (2017).
- 150 Minn. Stat. § 504B.178, subd. 5 (2017).
- 151 Minn. Stat. § 504B.178, subd. 7 (2017).
- 152 Minn. Stat. § 504B.178, subd. 2 (2017).
- 153 Minn. Stat. § 504B.178, subd. 9 (2017).
- 154 Minn. Stat. § 504B.178, subd. 7 (2017).
- 155 Minn. Stat. § 504B.178, subd. 8 (2017).
- 156 Minn. Stat. § 504B.285, subd. 1 (2017).
- 157 Minn. Stat. § 504B.321 (2017); Minn. R. Civ. P. 5.02.
- 158 Minn. Stat. § 504B.321 (2017).
- 159 Minn. Stat. § 504B.345 (2017).
- 160 Minn. Stat. § 504B.291, subd. 1(a) (2017).

- 161 Minn. Stat. § 504B.291, subd. 1(b) (2017).
- 162 Minn. Stat. § 484.014, subd. 2 (2017).
- 163 Minn. Stat. § 504B.241, subd. 4 (2017).
- 164 Minn. Stat. § 504B.365, subd. 1 (2017).
- 165 Minn. Stat. § 504B.365, subd. 3(d) (2017).
- 166 Minn. Stat. § 504B.365, subd. 3(d)(1) (2017).
- 167 Minn. Stat. § 504B.365, subd. 3(d)(2) (2017).
- 168 Minn. Stat. § 504B.365, subd. 3(d)(3) (2017).
- 169 Minn. Stat. § 504B.365, subd. 3(e), (f) and (g) (2017).
- 170 Minn. Stat. § 504B.365, subd. 5 (2017).
- 171 Minn. Stat. § 504B.365, subd. 3(c) (2017).
- 172 Minn. Stat. § 504B.171, subd. 1 (2017).
- 173 Minn. Stat. § 504B.321, subds. 1 and 2 (2017).
- 174 Minn. Stat. § 609.5317 (2017).
- 175 Minn. Stat. § 609.5317, subd. 1(b) (2017).
- 176 Minn. Stat. § 609.5317, subd. 1(c) (2017).
- 177 Minn. Stat. § 609.5317, subd. 4 (2017).
- 178 Minn. Stat. § 609.5317, subd. 3 (2017).
- 179 Minn. Stat. § 609.5317, subd. 3 (2017);
Minn. Stat. § 609.5311, subd. 3 (2017).
- 180 Minn. Stat. § 617.81 (2017).
- 181 Minn. Stat. § 617.83 (2017).
- 182 Minn. Stat. § 504B.285, subd. 1a(a) (2017).
- 183 Minn. Stat. § 504B.285, subd. 1a(b) (2017).
- 184 Minn. Stat. § 504B.285, subd. 1b (2017).
- 185 Minn. Stat. § 504B.441 (2017).
- 186 Minn. Stat. § 504B.225 (2017).
- 187 Minn. Stat. § 504B.375, subd. 1(b)(1) (2017).
- 188 Minn. Stat. § 504B.375, subd. 1(b)(1) (2017).
- 189 Minn. Stat. § 504B.375, subd. 1(b)(2) (2017).
- 190 Minn. Stat. § 504B.375, subd. 1(b)(3) (2017).
- 191 Minn. Stat. § 504B.231(a) (2017).
- 192 Minn. Stat. § 504B.101 (2017);
Minn. Stat. § 504B.001 subd. 3 (2017).
- 193 Minn. Stat. § 504B.225 (2017).
- 194 Minn. Stat. § 504B.221, subd. (a)(1) (2017).
- 195 Minn. Stat. § 504B.221, subd. (a)(2) (2017).
- 196 Minn. Stat. § 504B.221, subd. (a)(3) (2017).
- 197 Minn. Stat. § 504B.381 (2017).
- 198 Minn. Stat. § 504B.215, subd. 3(a) and (i) (2017).
- 199 Minn. Stat. § 504B.215, subd. 3(a) (2017).
- 200 Minn. Stat. § 504B.215, subd. 3(b) and (c) (2017).
- 201 Minn. Stat. § 504B.215, subd. 3(h) (2017).
- 202 Minn. Stat. § 504B.215, subd. 3(b) and (i) (2017).
- 203 Minn. Stat. § 504B.215, subd. 3(a) (2017).
- 204 Minn. Stat. § 504B.215, subd. 3(a) (2017).
- 205 Minn. R. 7820.1400 (2017).
- 206 Minn. Stat. § 216B.096 (2017);
Minn. Stat. § 216B.097 (2017).
- 207 Minn. Stat. § 216B.096, subd. 10 (2017).
- 208 Minn. Stat. § 216B.096, subd. 4 (2017);
Minn. Stat. § 216B.097, subd. 2 (2017).
- 209 Minn. Stat. § 216B.096, subd. 7(c)(2) (2017).
- 210 Minn. Stat. § 216B.097, subd. 3(a)(4) (2017).
- 211 Minn. Stat. § 216B.098, subd. 3 (2017).
- 212 Minn. Stat. § 216B.098, subd. 3 (2017);
Minn. Stat. § 216B.096 (2017).
- 213 Minn. Stat. § 216B.096, subd. 5 (2017).
- 214 Minn. Stat. § 216B.097, subd. 1(a)(2) (2017).
- 215 Minn. Stat. § 216B.096, subd. 8 (2017).
- 216 Minn. Stat. § 216B.096, subd. 8(b) (2017).
- 217 Minn. Stat. § 216B.096, subd. 8(c) (2017).
- 218 Minn. Stat. § 216B.096, subd. 7(c)(1) (2017).
- 219 Minn. Stat. § 216B.096, subd. 8(d) (2017).
- 220 Minn. Stat. § 216B.097, subd. 3(c) (2017).
- 221 Minn. Stat. § 290A.19 (2017).
- 222 Minn. Stat. § 290A.19 (2017).
- 223 Minn. Stat. § 363A.09 (2017).
- 224 Minn. Stat. § 363A.21, subd. 1(2) (2017).
- 225 Minn. Stat. § 363A.09, subd. 1(2) (2017).
- 226 Minn. Stat. § 363A.21, subd. 2(a) (2017).
- 227 Minn. Stat. § 363A.21, subd. 2(a) (2017).
- 228 Minn. Stat. § 363A.21, subd. 2(b)(1) (2017).
- 229 Minn. Stat. § 363A.21, subd. 2(b)(2) (2017).
- 230 Minn. Stat. § 363A.21, subd. 2(b)(3) (2017).
- 231 Minn. Stat. § 256C.025 (2017).
- 232 Minn. Stat. § 363A.40 (2017).
- 233 Minn. Stat. § 363A.40 (2017).
- 234 Minn. Stat. § 363A.40 (2017).
- 235 Minn. Stat. § 504B.181, subd. 1(1) (2017).
- 236 Minn. Stat. § 504B.181, subd. 1(2) (2017).
- 237 Minn. Stat. § 504B.181, subd. 2 (2017).
- 238 Minn. Stat. § 504B.181, subd. 4 (2017).
- 239 Minn. Stat. § 504B.181, subd. 5 (2017).
- 240 Minn. Stat. § 504B.271, subd. 1 (2017).
- 241 Minn. Stat. § 504B.271, subd. 1(b) (2017).
- 242 Minn. Stat. § 504B.271, subd. 1(d) (2017).
- 243 Minn. Stat. § 504B.271, subd. 1(b) (2017).
- 244 Minn. Stat. § 504B.271, subd. 2 (2017).
- 245 Minn. Stat. § 504B.001, subd. 12 (2017).
- 246 Minn. Stat. § 144.413, subd. 2 (2017).
- 247 Minn. Stat. ch. 327C (2017).

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

First Call for Help

(651) 291-0211

For calls outside Minneapolis and St. Paul:

(800) 543-7709

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

3455 Bloomington Avenue

Minneapolis, MN 55407

(612) 728-5767

(866) 866-3546 (Greater Minnesota)

www.homelinemn.org

(Serves entire state of Minnesota)

Minnesota Family FarmLaw Project

12 Civic Center Plaza, Suite 3000

Mankato, MN 56001

(507) 387-1211

www.smrls.org

Legal Services State Support

Midtown Commons

2324 University Ave. W., Suite 101B

St. Paul, MN 55114

(651) 228-9105

www.mnlegalservices.org

Legal Services Advocacy Project

Midtown Commons

2324 University Ave. W., Suite 101

St. Paul, MN 55114

(651) 222-3749

www.lawhelpmn.org

Legal Assistance of

Olmsted County

1700 N. Broadway, Suite 124

Rochester, MN 55906

(507) 287-2036

www.laocmn.com

Community Stabilization Project

501 Dale Street, Suite 203

St. Paul, MN 55103

(651) 225-8778

www.cccs.org

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

1000 Alliance Bank Center,
55 East 5th Street
St. Paul, MN 55101
(651) 228-9823

Albert Lea Office

132 North Broadway
Albert Lea, MN 56007
(507) 377-2831

Serving Faribault, Freeborn, Mower, Rice, and Steele counties.

Eastside and American Indian Branch Office

579 Wells Street, Suite 100
St. Paul, MN 55130
(651) 222-5863

Mankato Office

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

Serves Blue Earth, Brown, LeSueur, Martin, McLeod, Nicollet, Sibley, Waseca and Watonwan counties (also seniors living in Faribault county).

Rochester Office

903 West Center Street, Suite 230
Rochester, MN 55902
(507) 292-0080

Saint Paul Central Office

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

Serving Carver, Ramsey, Scott and Washington counties (also seniors living in Dakota county).

Shakopee Office

712 Canterbury Road South
Shakopee, MN 55379
(952) 402-9890

Serving LSC clients in Carver, Dakota and Scott counties and Seniors in Carver and Scott counties.

Winona Office

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

Serves Dodge, Fillmore, Goodhue, Houston, Olmstead, Wabasha and Winona counties.

Worthington Office

1567 North McMillan Street, Suite 6
Worthington, MN 56187
(507) 372-7368

Serves Cottonwood, Jackson, Murray, Nobles, Pipestone, Redwood and Rock counties.

Mid-Minnesota Legal Aid Offices

www.mylegalaid.org

Minneapolis Office

430 First Avenue North, Suite 300
Minneapolis, MN 55401-1780
(612) 334-5970
(612) 332-4668 (TDD)

St. Cloud Office

110 Sixth Avenue South, Suite 200
St. Cloud, MN 56301
(320) 253-0121 or (888) 360-2889

Serves Benton, Mille Lacs, Morrison, Sherburne, Stearns,
Todd, and Wright counties

Willmar Office

415 Seventh Street SW
P.O. Box 1866
Willmar, MN 56201
(320) 235-9600 or (888) 360-3666

Serves Big Stone, Chippewa, Kaniyohi, Lac Qui Parle,
Lincoln, Meeker, Renville, Swift, and Yellow Medicine
counties

Legal Aid Service of Northeastern Minnesota

Duluth Office

302 Ordean Building
424 West Superior Street
Duluth, MN 55802
(218) 623-8100 or (855) 204-1697

www.lasnem.org

Serves Carlton, Cook, Lake and southern St. Louis
counties

Brainerd Office

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

Serves Aitkin, Cass, and Crow Wing counties

Grand Rapids Office

350 NW 1st Avenue, Suite F
Grand Rapids, MN 55744
(218) 322-6020 or (844) 623-8999
Serves Itasca and Koochiching counties

Pine City Office

1015 Hillside Avenue SW, Suite 4
Pine City, MN 55063
(320) 629-7166 (voice/TTY) or
(800) 382-7166
Serves Pine and Kanabec counties

Virginia Office

Olcott Plaza, Suite 200
820 North Ninth Street
Virginia, MN 55792
(218) 749-3270 (voice/TTY) or
(800) 886-3270

Legal Services of Northwest Minnesota

Alexandria Office

426 Broadway Street
Alexandria, MN 56308

(320) 762-0663 or (800) 450-2552

Serves Douglas, Grant, Otter Tail, Pope, Stevens, Traverse and Wadena counties [seniors living in Wadena county are served by St. Cloud Area Legal Services].

Bemidji Office

215 Fourth Street NW
P.O. Box 1883
Bemidji, MN 56619

(218) 751-9201 or (800) 450-9201

Serves Beltrami, Clearwater, Hubbard, Lake of the Woods and Mahnommen counties.

Moorhead Office

P.O. Box 838
1015 Seventh Avenue North
Moorhead, MN 56560

(218) 233-8585 or (800) 450-8585

www.lsnmlaw.org

Serves Becker, Clay, Kittson, Marshall, Norman, Pennington, Polk, Red Lake, Roseau and Wilkin counties

Anishinabe Legal Services

www.alslegal.org

Serves Indian and non-Indian residents of Leech Lake, Red Lake and White Earth reservations.

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

P.O. Box 291
Red Lake Agency, Room 18
Highway 1 West
Red Lake, MN 56671
(218) 335-2223, ext. 113

White Earth Office

P.O. Box 379
White Earth Judicial Complex
35500 Eagle View Road
White Earth, MN 56591
(218) 335-2223, ext. 114

Housing Alliance Law Office

Housing Alliance Law Office

(HALO) Main Office

400 Alliance Bank Center
55 East 5th Street
St. Paul, MN 55101
(651) 222-4731

HALO Neighborhood Office

450 North Syndicate, Suite 285
St. Paul, MN 55104
(651) 291-2837

HALO Neighborhood Office

Johnson Elementary School

740 York Avenue
St. Paul, MN 55106
(651) 793-7318
Toll-Free Hotline: (888) 575-2954

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
www.crcminnesota.org

Serves Minneapolis, St. Anthony, Edina, Bloomington, Burnsville, Richfield, and Eden Prairie

Community Mediation & Restorative Services, Inc.

9220 Bass Lake Road, Suite 270
New Hope, MN 55428
(763) 561-0033
www.communitymediations.org

Serves Brooklyn Center, Brooklyn Park, Champlin, Corcoran, Golden Valley, Hopkins, Maple Grove, Minnetonka, Mound, New Hope, Orono, Plymouth, Robbinsdale, and St. Louis Park

Dispute Resolution Center

91 East Arch Street
St. Paul, MN 55130
(651) 292-7791

www.disputeresolutioncenter.org

Serves Ramsey, Dakota, and Washington counties

Mediation Services for Anoka County

3200 Main St. Suite 210
Coon Rapids, MN 55448
(763) 422-8878
www.mediationservice.org

Serves Anoka County

Mediation & Conflict Solutions

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

www.mediationandconflictsolutions.org

Rice County Dispute Resolution Program

1651 Jefferson Parkway
Northfield, MN 55057
(507) 664-3522
www.rcdrp.org

Refugee, Immigrant, and Migrant Services

St. Paul Office

450 North Syndicate Street, Suite 285

St. Paul, MN 55104

(651) 291-2837

www.smrls.org

Rochester Office

903 West Center Street, Suite 230

Rochester, MN 55902

(507) 292-0080

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

**Available in Spanish*



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