TENANT RESOURCE GUIDE

University of Minnesota

University Student Legal Service
160 West Bank Skyway
612/624-1001

219-19th Avenue South * Minneapolis, MN 55455
Fax: 612-624-7351 * E-mail: usls@umn.edu
THINKING OF RENTING?

This guide includes helpful information about your legal rights and responsibilities and sample correspondence to enable you to better protect your interests as you go through your tenancy. The enclosed booklet "Landlords and Tenants: Rights and Responsibilities" is a summary of MN law in plain and understandable language published by the MN Office of the Attorney General. Read it carefully before you rent, and refer to it often! The booklet is available on line at www.ag.state.mn.us

There are various practical and legal reasons why you may need to keep records and send written notices to your landlord during your tenancy. The following are examples of documents or letters you may find useful:

1. **An inventory/checklist** of the property condition at the time you move in may avoid the problem of being charged for damages you didn't do and alert the landlord of what needs repair.

2. **A notice of need to repair** should be sent to your landlord, even if you report problems by phone, so that you can document your complaint in case there is a later dispute.

3. **A vacating notice** is required of either party to a lease in order to terminate the tenancy. This notice may also include mailing instructions for return of security deposit. (If you don't have a forwarding address until later, send it in a separate letter.) For details about notice requirements, review the enclosed handbook and your lease.

4. **A deposit refund demand** may be useful if your landlord fails to send your refund or a written explanation in a timely manner after you move out.

5. Also enclosed is useful information about enforcement of city ordinances regarding housing maintenance codes and parties.

**BE SURE TO KEEP COPIES OF THESE AND ALL DOCUMENTS PERTAINING TO YOUR TENANCY!!**
### KITCHEN
- Stove/Oven
- Refrigerator
- Sink and faucet
- Garbage disposal
- Counter tops
- Cupboards
- Dishwasher
- Hot/Cold Water
- Water pressure
- Light fixture
- Range hood/fan
- Cupboards
- Walls
- Floor
- Ceiling
- Windows
- Outlets

### LIVING ROOM
- Light fixtures
- Carpet
- Floor
- Walls
- Ceiling
- Windows
- Shades & drapes
- Outlets
- Other

### BEDROOM
- Windows
- Light fixture
- Shades & drapes
- Carpet
- Floor
- Ceiling
- Walls
- Outlets
- Door
- Closet
- Other

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| MISC                             |       |
| ___ Security System              |       |
| ___ Keys                         |       |
| ___ Locks                        |       |
| ___ Mailbox                      |       |
| ___ Storms                       |       |
| ___ Screens                      |       |
| ___ Main Doors                   |       |

Dated: __________________________  __________________________

______________________________  Landlord


Dated: __________________________  __________________________

______________________________  Tenant
NOTICE OF NEED TO REPAIR

Date: ______________________

To: ______________________

address

____________________

From: ____________________

address

____________________

Please be advised that the following conditions or defects exist in our rental property and are in IMMEDIATE need of your attention and repair:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Your prompt attention to this matter will be appreciated.
SAMPLE VACATING NOTICE

Be sure to retain copies of this and any other communication between you and your landlord.

VACATING NOTICE

____ date ______

Mr./Ms. Landlord
Address

Dear M. Landlord:

This is to notify you that I am vacating Apartment No. ____ at ____ address ____
on ____ date ____.

For the purpose of returning my deposit, my forwarding address is:

________________________
________________________
________________________

Sincerely,

________________________
SAMPLE DEMAND LETTER

Be sure to retain copies of this and any other communication between you and your landlord.

DEPOSIT REFUND DEMAND

_______ date _________

Mr./Ms. Landlord
Address

Dear M. Landlord:

I vacated Apartment No. ___ at ______________ address ______________ on ____ date _____.

As of this date, I have not received my deposit refund, nor have I received a written explanation.

Please be advised that you are required under state law to either provide a refund or a written explanation within 21 days of a tenant's termination and your receipt of a forwarding address. Your failure to do so subjects you to additional claims.

Please send my refund (security deposit with interest) to the address below by ____ date ___, so there will be no need to pursue legal action.

Sincerely,

_________________________

_________________________

_________________________
Partying? .......... Beware!!

Be sure to check your lease. Does it prohibit parties? If so, any gathering could result in adverse action by your landlord, including eviction. Owner/managers of rental property are under increasing pressure from city officials, police, and neighborhood organizations to control their tenants’ conduct. A number of state and local organizations are concerned about parties, underage drinking, and related problems. A good rule of thumb for renters, particularly in areas around campus, is to proceed with extreme caution if you intend to host or attend a party. You will most likely fall under close scrutiny by neighbors and police. When the police receive a complaint and make a visit to rental property, the landlord is usually notified. Your landlord may be compelled to take action against you, whether or not the police call resulted in criminal citations. In addition to possible civil action such as eviction, be aware of the following:

CRIMINAL PENALTIES

NOISY ASSEMBLY
Most cities, including Minneapolis and St. Paul, regulate noise levels and social gatherings that could be considered a nuisance. These ordinances prohibit a person from participating in, visiting, permitting, or remaining at a noisy assembly. This is commonly defined as a gathering of more than one person in a residential area between the hours of 10:00 p.m. and 6:00 a.m. that would be likely to cause significant discomfort or annoyance to a person of normal sensitivities. There could be a violation whether you entertain two friends or fifty; whether or not there is alcohol involved, and whether or not you are the host. Violation is a misdemeanor punishable by a fine of up to $1000 and / or 90 days in jail.

DISORDERLY CONDUCT
This is commonly defined as engaging in conduct that is likely to alarm, anger, or disturb others, provoke an assault, or disturb the peace. It includes fighting or engaging in offensive, obscene, or abusive language or in boisterous and noisy conduct that may arouse alarm, anger, or resentment in others. Violation of this state statute is a misdemeanor, punishable by a fine of up to $1000 and / or 90 days in jail. NOTE: This law is broadly interpreted; police will often charge individuals who they believe are being “uncooperative.”

ALCOHOL—UNDERAGE CONSUMPTION, PURCHASING OR POSSESSION
Anyone who violates the following provisions may be charged with a misdemeanor and subject to a fine of up to $1000 and / or 90 days in jail.

Consumption
It is unlawful for anyone under age 21 to consume alcohol outside of his/her parent’s or guardian’s home.

Fake ID
It is unlawful to give a fictitious name or fake ID to a police officer who is acting within his/her duties. It is also unlawful to present a fake ID to purchase alcohol.

Purchasing
It is unlawful for someone under the age of 21 to buy or attempt to buy any alcoholic beverage.

Possession
It is unlawful for a person under 21 to possess an alcoholic beverage with intent to consume it outside his/her parent’s or guardian’s home.

Furnishing alcohol to persons under the age of 21
Anyone who buys or furnishes alcohol for a person under age 21 is subject to gross misdemeanor charges and a fine of up to $3000 and/or one year in jail.
DRIVING HOME FROM A PARTY?  Think again if you’ve been drinking.

Driving while intoxicated
It is a misdemeanor ($1000 fine/90 days) to drive, operate, or be in control of a motor vehicle while under the influence of a controlled substance or with an alcohol concentration above .10%.  It is also a crime to refuse chemical testing if you are stopped by police.  Refusal results in loss of license for 1 year.  Test results over .10% results in loss of license for 90 days.

Zero tolerance
It is unlawful for anyone under age 21 to drive, operate, or be in control of a motor vehicle after consuming any amount of alcoholic beverage.  Violation will result in loss of driving privileges for 30 days (2nd offense – 180 days) and will become a permanent part of your driving record.

CIVIL ACTION / SOCIAL HOST LIABILITY
A civil lawsuit may be brought against anyone who is 21 or older who furnished, sold, gave, or purchased alcohol for a person under age 21 whose consumption of alcohol resulted in injury or harm to an innocent third person.

PARTY TIPS:

✔ Before the party:  Plan ahead.  Try to limit the number of potential guests.  It is really inviting trouble to have a party open to all comers.  Be considerate of neighbors; inform them of the party, and have them contact you first about any problems.

✔ During the party:  Make yourself available to answer the phone or respond to neighbors’ concerns.  From time to time check the noise level from outside to see if it could be bothering others.  Keep the party inside.  Control parking; do not let your guests park in the yard or block driveways.

✔ What to serve:  Have alternative beverages to alcohol, and label your beverages.  Stop serving alcohol at least one hour prior to the expected end of the party.  Serve some non-salty foods that don’t promote thirst.  Accept each person’s decision to decline alcohol; do not promote overindulgence with drinking games, etc.  Take steps to limit consumption, such as designating a responsible person as bartender.

✔ Be responsible:  Do not allow drinking to become the primary focus of the party.  Make sure only those of legal age are drinking alcoholic beverages.  Do not allow excessive consumption.  Have phone numbers available for emergency health care, police, and taxi service.  Have designated drivers available.  Stop friends from driving under the influence of any controlled substance.

✔ After the party:  Do not allow anyone to leave with an open container of alcohol.  Do not allow anyone to use the great outdoors as a restroom.  Clean up any litter as soon as possible.  Call your neighbors to thank them for their cooperation.

✔ If police arrive at the door:  Do cooperate; do take them seriously.  Answer questions truthfully.  You have the right to refuse them entry unless they have a search warrant.  However, be aware that most police officers will enter forcibly if given provocation or reason to believe unlawful activity is occurring.  If you are ticketed or arrested, do not argue or resist.  Try to consult with an attorney as soon as possible.

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This information should not be considered legal advice. Consult with an attorney regarding your rights and responsibilities in a particular situation.
Housing Resources/web sites

U of MN Dept. Of Housing and Residential Life    (612) 624-2994
http://www.housing.umn.edu/offcampus/
Information for U of M students about living on and off-campus, and rental listings of available properties.

University Student Legal Service    (612) 624-1001
http://www1.umn.edu/usls/
Information on tenants’ legal rights, advice and representation for enrolled students at U of MN

Office of the Attorney General-State of MN    (651) 296-3353 or 1-800-657-3787
http://www.ag.state.mn.us/
(Click on Housing, then “Landlords and Tenants: Rights and Responsibilities”)

City of Mpls, Property Records
http://apps.ci.minneapolis.mn.us/pi.app/
Find owner’s name, property description, and rental license history by street address.

City of Mpls, Inspections Division    (612) 673-5858
http://www.ci.minneapolis.mn.us/inspections/
Information regarding enforcement of city housing code/ordinances affecting health and safety for rental property in Minneapolis

City of St. Paul Division of Property Code Enforcement    (651) 266-1900
http://www.ci.stpaul.mn.us/depts/code_enforcement/
Information regarding enforcement of city housing code/ordinances affecting health and safety for rental property in St. Paul

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PAYING GOOD MONEY TO LIVE IN A CUBBYHOLE?

The City of Minneapolis thinks renters deserve safe, decent, legal housing. Students are easy targets who can find themselves without a place to live if they unknowingly rent a unit that violates City housing codes.

Think before you rent and steer clear if....

The owner doesn't have a rental or lodging license posted.

• Your bedroom ceiling is less than seven feet high.
• There isn't a smoke detector within 15 feet of your bedroom.
• You have three or more unrelated roommates living in one dwelling.
• You live in a room less than seven feet across.
• You live in a third floor attic that does not have two stairways leading to the ground.
• Your sleeping room doesn't have a window or door that leads to the outside.
• There are more than four people sleeping in a bedroom, no matter how big the room is.

To report a code violation, call the City of Minneapolis Inspection Division at 673-5858. If you are currently having a problem with your landlord, call Housing Services at 673-3003. If your dwelling is in violation of the City code, your landlord will have approximately 15-30 days to comply.
LOOK BEFORE YOU LEASE!

✓ Look carefully at the property, and take your time. Is it clean inside and out? Run the faucets; Look under the sink for plumbing leaks; flush the toilet; Look in the refrigerator and other appliances, check the windows, smoke detectors, door locks, and any amenities to see how they are maintained. Look at ceilings and walls for cracks or water stains.

✓ Get the name and address of the owner and/or manager. You must be given this information by law. It should be posted at the property and noted in the lease. Also, ask if there is a caretaker or other person responsible to handle maintenance requests or other tenant needs.

✓ It pays to investigate. Talk to current or prior tenants and ask how they would rate the property and/or landlord. Contact the local city housing inspections office to see if there is a record of serious repair problems at the property. Ask about the zoning occupancy limits, which is maximum number of unrelated persons who can live there. You can find out if the landlord has been a party to lawsuits by checking with the county Conciliation Court or Housing Court. Check on-line for Hennepin County at www.co.hennepin.mn.us/courts/court.htm.

✓ Don't sign anything, including an application or a lease, until you read it carefully and understand what it means. Ask questions if you aren't sure.

✓ "Get it in writing" is not just a cliche! Any assurances or promises by the landlord should be confirmed in writing before you sign a lease or pay a deposit.

✓ Will you have roommates? Make sure all roommates understand and agree that each is fully obligated under the terms of the lease. You are individually and jointly responsible for the payment of all rent due and any damage to the property.

✓ Don't pay a deposit to hold the property unless you are sure you want to rent or the deposit is refundable if you decide not to rent. Ask to review the lease before paying the deposit.

✓ If possible, take a day or so to review the lease before you sign and/or consult with a housing specialist or attorney to fully understand its meaning. Get copies of all documents you sign.

✓ Not sure? Don't be rushed or pressured into taking a place you aren't sure about.

REMEMBER, RENTING IS A BUSINESS TRANSACTION. TAKING A FEW PRECAUTIONS NOW CAN MAKE YOUR EXPERIENCE MUCH MORE COMFORTABLE AND ENJOYABLE!

Questions? Contact: University Student Legal Service
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Landlords and Tenants: Rights and Responsibilities

From the Office of the Minnesota State Attorney General is available in PDF from their website:

http://www.ag.state.mn.us/consumer/housing/lt/default.htm

The forty-page book covers all aspects of renting, related laws, and additional references.