



# Moving into an Apartment

From the Office of Minnesota Attorney General Lori Swanson

As the fall semester begins, some students may choose to live in private rental housing. Although renting an apartment or house may give a student certain benefits, such as increased privacy or space, there are many responsibilities that go with renting. The following tips are designed to help students understand their rights and responsibilities as tenants.

## Selecting a Unit

There are many issues to consider when hunting for a rental unit, including cost, location, and value. Make sure that you will be able to afford the unit, utility costs, and any other bills that go along with renting. Some people use the figure of 1/3 their monthly income as the amount they are able to pay for rent. Students should remember that energy costs are likely to spike during the cold winter months in Minnesota. In addition, make sure the location of the unit fits your educational needs. You don't want to be too far from educational resources such as the library, labs or classes if you do not have adequate transportation (especially during the winter). Finally, make sure that you get a good value for the amount you are paying. It is a good idea to shop around and take a look at a variety of units before signing a lease. Students may wish to negotiate lower rent, security deposit or utility costs if these costs seem high in comparison to other units.

It is important to *closely inspect* the unit before signing the lease. Create a list of anything that is broken or needs to be fixed and ask the landlord to sign the list. Keep a copy for yourself. This will help to protect you from paying for damages that you did not cause during your tenancy. Some renters choose to take photographs or video footage of the unit before and after they live there, to protect themselves in the event that the landlord or tenant takes legal action.

Some landlords may ask you to pay an application fee to cover the cost of tenant screening reports or reference

checks. Landlords are prohibited by Minnesota law from accepting application fees when no units are available. Landlords are also required to return any amount to the prospective tenant that is not used for screenings or references.

## Selecting Roommates

Although some students may choose to live on their own, many choose to live with roommates. Students should make sure they know and trust the people they agree to live with before signing a lease together. It is important to remember that all roommates who sign the lease will be held accountable by the landlord if problems arise. For instance, if one individual is having difficulty paying rent, the landlord will likely hold this individual's roommates responsible for the payments. Once you sign the lease, you have agreed to live with your roommates for the duration of the lease. Make sure the people you decide to live with have compatible lifestyles and study habits.

## Signing the Lease

Once you have decided upon roommates and selected a unit, it is time to sign the lease. The lease is the contract that governs the rights and responsibilities of the tenant and the landlord. Two types of housing leases — "periodic" and "definite" — are recognized in Minnesota. A "periodic" lease is renewed every payment period, typically each month, at the time rent is due. Such leases are often referred to as "month to month" leases. By contrast, "definite" leases end on a specific date, such as after one year. Students should *closely scrutinize* the lease before signing it. If you have any questions regarding the lease, do not sign it until the questions are resolved. If something in the lease seems strange, you may call the Attorney General's Office at: (651) 296-3353 or 1-800-657-3787.

Once tenants have signed a lease, they are obligated to fulfill the contract. If a tenant breaks the terms of a lease by failing to pay rent, willfully destroying property, etc., the landlord may take legal action against the tenant(s). Don't let this happen to you. A bad tenant history may make it difficult to obtain housing in the future.

## Utilities

Some leases provide that the tenant is responsible to pay for utilities. If the unit is in a building with multiple units, but only one meter, the landlord must have a fair and equitable method for dividing the utility costs, and must place this information in the lease.

As winter approaches, a landlord must alert all tenants who pay for gas or electrical charges about the availability of energy assistance by September 30. The Cold Weather Rule affords tenants some protection from having their State-regulated utilities shut off between October 15 and April 15 if they are unable to pay. Students with questions about the rule may contact the Public Utilities Commission at: (651) 296-0406 or 1-800-657-3782.

## Maintenance

Under 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 housing codes.

If a landlord does not make necessary repairs in a timely manner, tenants may put their request in writing, and demand that the repairs be made within two weeks. Tenants should keep a copy of any such request. If the repairs are not made, tenants should call the local housing, health, energy or fire inspector to review the unit. If the inspector finds the unit in violation of code, he/she can demand that the landlord make the repairs, or serve a summons for the landlord to appear in court if the repairs are not made. Tenants may also take legal action in Conciliation Court or Housing Court. If the tenant wins in court, the judge may order rent escrow or rent

abatement. In a rent escrow, the tenant pays rent directly to the court, and the landlord does not receive the money until the repairs are made. In a rent abatement, the court lowers the cost of the tenants rent until the repairs are made. Tenants pursuing legal action may obtain a copy of *Conciliation Court: A User's Guide to Small Claims Court* from the Attorney General's Office.

Tenants who have documented unmade repairs in writing and have had their unit inspected by a housing, health, energy or fire inspector, may choose to withhold rent from the landlord until the repairs are made. Tenants should inform the landlord in writing (and keep a copy for themselves), of their intent to withhold rent. Tenants who choose to withhold rent should be prepared to make their case in court with documents such as the inspector's report, and the written requests for repairs, however.

## Discrimination

Landlords are generally prohibited by law from discriminating against tenants or prospective tenants on the basis of race, color, creed, religion, national origin, sex, marital status, sexual orientation, disability, or reliance on public assistance.

## Privacy

Generally, a landlord may only enter a tenant's unit for a reasonable business purpose, such as making repairs or showing the unit to prospective tenants. A landlord must make a reasonable attempt to notify the tenant prior to entering the unit.

## Legal Action

If a landlord or tenant takes legal action, parties *must* respond to court requests to appear in court. If a party does not appear for a court date, they will most likely lose. Students may obtain free copies of *Landlords and Tenants: Rights and Responsibilities* and *Conciliation Court: A User's Guide to Small Claims Court* by contacting the Attorney General's Office.