

Renter's Survival Guide



**A Renter's Rights Packet To Keep You
Informed Of Your Rights As A Tenant**

**RICHLAND CO. EXTENSION SERVICE
418 2nd AVE. N. COURTHOUSE
WAHPETON, ND 58075
(701) 642-7793**

Table of Contents

Checklist Before Selecting A Unit	3
What Is A Lease?	4
Moving In Checklist	4
Moving Out Checklist	5
Security Checklist	6
Off Campus Living	7
Having A Party?	8
Consider Party Consequences	10
Thinking Of Renting?	12
Inventory Checklist	13
Sample Repair Notice	15
Sample Vacating Notice	16
Sample Deposit Refund Demand	17
Paying To Live In A Cubbyhole?	18
Entering Into The Agreement	19
During The Tenancy	21
Ending The Tenancy	22
Other Important Laws	22



Checklist Before Selecting a Unit

- What is the rent per month?
- Is a security deposit required? How much is it and under what conditions is it being held?
- Leases cannot provide for rent increases in the state of Minnesota. Does the landlord attempt to have the lease allow for rent increases, and if so under what circumstances?
- Are there extra charges for storage space, parking space, late payments of rents, and utilities of heat, water, electricity, garbage, cable, and phone, etc? If so, how much?
- Read the lease carefully. Mark any provisions that seem especially objectionable to you and try to have them removed. Also, list any provisions not included that you would like, such as a sublet clause, and try to have these added.
- Assess the maintenance services. Is there a resident manager? Are the maintenance hours for usual service restricted? How is the emergency service handled?
- How is garbage disposal handled? Are the facilities easily accessible? Are they well kept and clean?
- Is on-site laundry available? If so, how many washers and dryers are available? (A washer and dryer for every ten people is a good ratio).
- Is an elevator available? Are the stairs well lit and in sound condition? Are fire exits provided? Is there a fire alarm system or other warning systems?
- Are there signs of insects, mice, or rats present?
- Are plumbing fixtures in the bathroom clean and in good working order? If there are tiles, are they in good condition?
- Is the kitchen sink in good working order, reasonably clean, and provided with drain stoppers? Is the stove clean? Is the refrigerator clean and in good working order? Is there a separate freezing compartment? If there's a dishwasher, is it in good condition?
- Is the building air-conditioned? If so, how much will it cost?
- Are there enough electrical outlets? Do all the switches and outlets work? Are there enough circuits in the fuse box or circuit panel to handle the electrical equipment you plan to install? If there is a serious problem, get an expert opinion.
- Does the heating system seem to be in good working order?
- Are there any windows broken? Can all the windows be opened and closed easily? Are screens in good condition provided? Are there any drafts around the window frames?
- Are the floors clean? Are they marred or gouged? Are there water stains indicating previous leaks?
- Are the ceilings clean? Is the plaster cracked? Do they have any stains indicating a leak?
- Are the walls clean? Is the paint peeling? Does the paint run or smear when rubbed with a cloth?
- Are telephone jacks installed and in convenient locations? Do they allow for DSL hookup?
- Is ventilation adequate? Is there an exhaust fan in the kitchen?
- Are there enough fixtures for adequate light? Are all fixtures in working order? Does the rental receive a reasonable amount of natural sunlight?
- Is the storage space adequate? Are there enough kitchen and bathroom cabinets? Is there long-term storage available in the building for your use?
- Does the entry door have a deadbolt lock? A security chain? A peephole?
- Do the walls seem hollow or solid when thumped? Can you hear neighbors upstairs, downstairs, or on either side of you?

What Is a Lease?

A lease is a legally binding contract between the landlord and the tenant. Its provisions are binding on both parties. It sets forth what both yours and the landlord's obligations are. It also sets forth what the landlord can expect from you and what you can expect from the landlord. Once signed, it is very difficult to break a lease. Before a lease is signed, the provisions may be negotiated. If you do not understand the provisions in a lease, seek legal help before you sign. University students may obtain legal assistance through USLS (University Student Legal Services) at (612) 624-1001.

Moving in Checklist

1. Inspect the premises using the “checklist for renters” to ensure that you do not overlook any flaws. Take your time to inspect and document all defects. If defects are not documented you may be charged for it upon moving out.
2. Get all agreements in writing. When repairs are needed be sure to have the manager or owner sign to that effect—this prevents unnecessary disputes.
3. Most tenants are required to have some or all of the utilities established in their names. Be sure you understand what you are responsible for and what the landlord provides.
 - A. Call the utility companies before you move in so your utilities are hooked up when you move in.
 - B. For mail delivery in particular, be sure to notify the appropriate post office when you have a change of address. Also, put your name on your new mailbox. Anyone living alone may want to use initials and last name only.

Moving Out Checklist

When students terminate rentals they are legally vulnerable to deductions from their deposits by failing to follow required procedures. Planning and careful follow through can save money and reduce problems. The following are some procedures you should observe.

1. Check your signed rental agreement for any information of expiration date and procedure for terminating rentals. Failure to vacate the premises on the date agreed upon without written consent of the owner may constitute “holding over” and result in legal action against you.
2. Notify the landlord in writing of the date on which you plan to move out. Make sure to keep a copy for yourself. This should be done at least 30 days in advance of the termination date.
3. Ask the manager for an inspection of the premises and get a written estimate of charges. Arrange to have the landlord inspect your apartment in your presence, using the signed inventory checklist. A sample inventory checklist is provided later in this packet.
4. Verify balances due on miscellaneous charges at the beginning of the last rental period.
5. Notify the utility companies of the date you wish to discontinue service, at least one week in advance.
6. Remove all trash and personal possessions, including items you intend to discard. Place furnishings in their original positions. Clean the floors, closets, fixtures, kitchen, etc. Give particular attention to the bathrooms, stove, oven, and refrigerator.
 - A. Clean all appliances, inside and out.
 - B. Clean all cabinets, woodwork, counters, walls, and floors.
 - C. Clean exhaust fans and range hoods, all bathroom fixtures, closets, windows, blinds, and screens.
 - D. Some landlords desire that the tenant will putty nail holes and do the touch-up painting; others prefer to have the nails left alone. Verify this procedure with your landlord.
 - E. Always vacuum, mop, and dispose of all trash.
7. Repair any damage that you have caused. Should there be any damages that you are aware of and/or broken appliances at the time you leave, consider having them fixed yourself rather than having the landlord do so. This may be a less costly way than if the landlord were to fix damages.
8. Return all keys to the landlord. If you take the keys with you, extra rent may be charged until they are returned.
9. Leave a forwarding address with the post office and the landlord to enable the prompt return of your deposits. Do this at least one week before you plan to leave.

Security Checklist

- ❑ Use initials on your mailbox—never first names.
- ❑ Never leave a key under the doormat, in a mailbox, or any other place where it might be found. If you are going to hide your keys, use some imagination.
- ❑ Have good lighting at all entrances.
- ❑ Lock your doors when going back and forth to the laundry, even if only for a few minutes.
- ❑ Have good strong locks on all doors—deadbolt locks are the best. Most doors have spring latch locks; this type of lock can easily be opened by sliding a credit card or thin sheet of metal between the door and the wall. Replace locks when you move into a new place.
- ❑ Keep doors and windows locked at all times; there are rubber stoppers that make it more difficult to open windows from the outside. You may want to put objects such as flowerpots, decorative bottles, or rocks on all your windowsills. These will create a racket if someone should try to climb in. Have a viewer or sight-hole in your door, and use a safety chain.
- ❑ To increase security with a sliding glass door, insert a broom handle or large wooden rod between the door and the track—this will prevent it from being opened from the outside.
- ❑ Be familiar with your neighborhood or at least know the neighbors on your floor—that way you have some idea of who belongs in the building and who doesn't. Be on the look out for strangers hanging around whose actions arouse suspicion; report those that you don't think belong there.
- ❑ If you're alone, never open the door unless you are sure who's there. Avoid indicating that you are alone either on the phone or to someone at the door. If someone is at your door, don't be hesitant to ask who is there and for identification. All police, service workers, repair workers, delivery people, etc. should have identification and be willing to present it.
- ❑ If you're going to be out for the day and won't return until dark, turn on both the inside and outside lights. When you aren't home, use a timer for lights.
- ❑ Stop mail and newspaper delivery while away on vacation. Contact your local post office and newspaper company to do this.

Off Campus Living

Know Your Neighbors:

If and when it feels comfortable, offer to exchange phone numbers with your neighbor so either of you can be contacted in the event of an emergency.

If there is a block club or neighborhood organization, drop by a meeting as a way to get to know other neighbors and stay informed.

Pitch in at neighborhood events or clean-ups; it's a great way to meet people.

Know Your Rights As A Tenant:

Read and understand your lease before signing it.

Every dwelling has a limit on the number of people who may live in it. If you are living in an over-occupied unit, you could lose your home.

You are eligible for an extra tax credit just by renting an apartment. Renting from a relative or the state and federal governments is exempt from the tax credit. University Housing is exempt from this tax credit. Your landlord will give you a receipt for rent paid for the year. You need to file that with your taxes to receive the tax credit. University Student Legal Services can help provide additional information on this topic, which is available upon request.

Know Your Responsibilities:

Be aware of your responsibilities as a tenant and those of your landlord.

The community will hold you and your landlord accountable for:

- a. Respecting those around you. Be considerate of your neighbors if you choose to entertain, and they will most likely do the same for you.
- b. Keeping trash off the lawn and the boulevards, even if you didn't put it there.
- c. Having garbage collection service and keeping your garbage cans out of sight except on pickup days.
- d. Cutting the grass and maintaining the lawn.
- e. Shoveling snow and ice from your sidewalk after every snowfall.

Know Your Opportunities:

Now that you are living off-campus, there are even more exciting projects, activities, and events within your own neighborhood and throughout the Twin Cities that you could become involved in.

Why not become more engaged in your community? There is nothing to lose and everything to gain from joining a neighborhood association, volunteering at a local service organization, or just getting out and enjoying the ongoing activities both on and off campus.

Having a Party?

Just A Few Tips...

Before the Party:

- Plan ahead. Try to limit the number of potential guests. It invites trouble when a party is open to all comers.
- Be considerate of neighbors; inform them of the party and ask them to please 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.

Be Responsible:

- Remember that you can be held accountable for the behavior of others at your party.
- Do not allow drinking to become the primary focus of the party.
- Make sure only those of legal drinking age are drinking alcohol.
- Not everyone wants to drink alcohol; so be a good host and have alternative options.
- Serve some non-salty foods that don't promote thirst.
- Don't allow excessive drinking.
- Designate a responsible person as bartender.
- Have phone numbers available for emergency health care, police, and taxi service.

- ❑ Don't let anyone leave alone.
- ❑ Have designated drivers available.
- ❑ Stop friends from driving under the influence of alcohol.

After the Party:

- ❑ Do not allow anyone to leave with an open container of alcohol.
- ❑ Do not allow anyone to use the outdoors as a restroom.
- ❑ Clean up any litter on and around your yard as soon as possible.
- ❑ Call your neighbors to thank them for their cooperation.

If the Police Arrive at Your Door:

- ❑ Cooperate and take them seriously.
- ❑ Answer questions truthfully.
- ❑ Be aware of your right to refuse them entry, unless they have a search warrant. However, be aware that most police officers will enter forcibly if provoked or given reason to believe unlawful activity is occurring.
- ❑ If you are ticketed or arrested, do not argue or resist. Try to consult an attorney as soon as possible.

Consider Party Consequences

Civil action/social host liability:

A civil lawsuit may be brought against anyone 21 or older who has furnished, sold, given, or purchased alcohol for a person under 21 whose consumption of alcohol results in injury or harm.

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 10p.m. and 6a.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 50. Such a violation is a misdemeanor punishable by a fine of up to \$1,000 and/or 90 days in jail whether or not there is alcohol involved and whether or not you are the host.

Disorderly Conduct

This is commonly defined as conduct 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 of others. Violation of this statute is a misdemeanor, punishable by a fine of up to \$1,000 and/or 90 days in jail.

Alcohol – Underage consumption, purchasing or possession

Anyone who violates the following provisions may be charged with a misdemeanor and subject to a fine up to \$1,000 and/or 90 days in jail.

Fake I.D.

It is unlawful to give a fictitious name or fake I.D. to a police officer that is acting within his/her duties. It is also unlawful to present a fake I.D. to purchase alcohol.

Purchasing

It is unlawful for someone under 21 to buy, or attempt to buy, any alcoholic beverage.

Possession

It is unlawful for someone 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 21

Anyone who buys or furnishes alcohol for a person under 21 is subject to gross misdemeanor charges, a fine up to \$3,000 and/or one year in jail.

Driving while intoxicated

It is a misdemeanor 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% (\$1,000 fine/90 days). It is also a crime to refuse chemical testing if the police stop you. Refusal results in loss of license for one year. Testing over .10% results in loss of license for 90 days.

Zero tolerance

It is unlawful for anyone under 21 to drive, operate or be in control of a motor vehicle after consuming any amount of alcohol. A violation will result in loss of driving privileges for 30 days (the second offense is 180 days) and will become a permanent part of your driving record.

Personal consequences:

Having any of the above charges on your record might negatively affect your future. Whether it's signing a lease for a new apartment, applying for graduate school or being offered a new job, a charge on your record could have lasting consequences. Any alcohol related charges would most likely cause your auto insurance rates to increase.

Thinking of Renting?

The following are descriptions of four sample documents that will come in handy in a tenancy. These sample documents are on the following pages.

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 cause and alert the landlord to what needs repair.

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.

A vacating notice is required 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.)

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

Be sure to keep copies of these and all documents pertaining to your tenancy!

Inventory and Inspection Checklist (for use at check-in and check-out)

KITCHEN:

notes

- Stove/Oven _____
- Refrigerator _____
- Sink & Faucet _____
- Garbage Disposal _____
- Counter Tops _____
- Cupboards _____
- Dishwashers _____
- Hot/Cold Water _____
- Water Pressure _____
- Light Fixture _____
- Range Hood/Fan _____
- Walls _____
- Floor _____
- Ceiling _____
- Windows _____
- Outlets _____

LIVING ROOM:

- Light Fixtures _____
- Carpet _____
- Floor _____
- Walls _____
- Ceiling _____
- Windows _____
- Shades/Drapes _____
- Outlets _____
- Other _____
- Furniture _____

BEDROOM:

- Windows _____
- Light Fixture _____
- Shades/Drapes _____
- Carpet _____
- Floor _____
- Ceiling _____
- Walls _____
- Outlets _____
- Door _____
- Closet _____
- Other _____

BATHROOM:

- Towel Rack _____
- Outlets _____
- Mirror, Cabinet _____
- Sink & Tub _____
- Shower Curtain _____
- Door _____
- Toilet _____
- Hot/Cold Water _____
- Water Pressure _____
- Floor _____
- Walls _____
- Ceiling _____
- Window _____
- Shades/Drapes _____

MISC:

- Security System _____
- Keys _____
- Locks _____
- Mailbox _____
- Storms _____
- Screens _____
- Main Doors _____

Dated: _____

Landlord

Dated: _____

Tenant

SAMPLE NOTICE.

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

NOTICE OF NEED TO REPAIR

DATE: _____

TO: _____

FROM: _____

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 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 NOTICE.

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,

_____ *address* _____

Paying Good Money to Live in a Cubbyhole?

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.
- ❑ There are four 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 doesn't 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.

Entering Into the Agreement

Inspecting The Unit Before Signing A Lease

The landlord should allow prospective tenants to view the actual rental unit they will be living in before they pay any money. You should be allowed to inspect the utilities, the appliances, the electrical system, the plumbing, the heating and the lights. It is recommended that you list all problems you discover and have the landlord sign the list before you sign the lease. Be advised that landlords can refuse to cooperate since law does not require this.

Application Fees And Pre-Lease Fees

Many landlords require prospective tenants to pay an application fee. If required, this fee is used to cover the cost of checking the tenant's references. Prospective tenants should ask if this fee is required and if so, the amount of the fee. Tenants should ask if application fees are refundable and request a receipt for your payment.

Security Deposits

Landlords are also permitted to take pre-lease deposits. 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. These deposits are required to be documented in writing and the document must completely explain the instances in which the money will be retained or returned. Any landlord who violates this statute is liable to return the deposit plus another half as a penalty.

The Lease

Any tenant with a written lease must be given a copy of the written lease. If legal action is taken to enforce a written lease it is a defense for the tenant to show that the landlord did not give the tenant a lease. The lease is legally binding which means the tenant cannot break the lease for any reason unless the lease specifies provisions, which allow the tenant to break the lease. The only exception to this rule is that the lease may be terminated upon the death of the renter.

Utilities

The lease should state who would be paying for the utility bills. If the issue is not addressed in the lease, the tenant and landlord should work out their own understanding. It is a good idea to put this in writing, and have it signed by both parties.

Maintenance

According to Minnesota law the landlord is responsible to make sure the unit is:

4. Fit to live in.
5. Kept in reasonable repair
6. Kept in compliance with state and local health and housing codes.

Unlawful Destruction Of Property

The tenant must not abuse the rental property and must pay for any damages beyond normal wear and tear. A landlord may sue a tenant for the willful and malicious destruction of residential rental property.

Alterations

The tenant cannot alter the unit without the landlord's permission. 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.

During the Tenancy

Payments

Tenants must pay rent on the due date. The due date and amount of the rent payment is recorded in the lease. If a tenant does not pay rent, the landlord may take legal action to evict the tenant.

Late Fees

The rent must be paid when it is due. If the tenant pays the rent late, the landlord may require the tenant to pay a late fee. The lease must state how much the late fee will be and when it is due.

Raising The Rent

If using a periodic or month-to-month tenancy, the landlord must give a proper written notice of any increase in rent at least one rental period plus a day in advance. Under a definite term lease, (six-month or one-year), the landlord cannot raise the rent unless the lease allows for an increase.

Repair Problems

Minnesota law requires landlords to keep units in reasonable repair. If a tenant is having trouble getting the landlord to make necessary repairs, follow these steps:

1. File a complaint with the local housing, health, energy, or fire inspector.
2. Ask the court to order the landlord to make the repairs.
3. Withhold the rent by depositing it with the court administrator.
4. Sue the landlord in the district court under the Tenant's Remedies Act.
5. Sue in district court for rent abatement (this is the return of part of the rent, or in some extreme cases, all of the rent).
6. Use the landlord's failure to make necessary repairs as a defense for any action based on nonpayment of rent.

Calling In An Inspector

If the tenant calls a local housing, health, energy, or fire inspector, and 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 corrections, the inspector has the authority to serve a summons on the landlord to appear in court. The landlord cannot retaliate by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector.

Withholding Rent

Tenants may withhold rent if there is a serious problem or a code violation. Before withholding the rent, notify the landlord in writing of the needed repairs. Then notify an inspector after you have given the landlord time to make repairs. Get a copy of the inspector's report then notify the landlord of your withholding of rent. Be prepared to defend your action in court and have the rent money present in court or your case may be dismissed.

Ending the Tenancy

Refund Of The Security Deposit

At the end of the tenancy the landlord is required to return the tenant's security deposit plus three percent simple noncompounded interest per year or give the tenant a written explanation as to why the deposit or parts of the deposit will not be returned. The landlord must do this within 21 days after the day the tenancy ends. If the tenant has to leave due to the building being condemned, the landlord has only 5 days after the tenant leaves to return the deposit. If the landlord does not return the deposit in the time allowed the landlord must pay the tenant an amount equal to two times the amount of the deposit wrongfully withheld, plus interest.

Other Important Laws

Eviction For Illegal Activities

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

Tenant's Right To A Tax Credit

Minnesota law gives tenants a partial refund for the property taxes they pay indirectly through their rent. However, if the tenant is renting from the government, a private college, some other person, or other entity not required to pay taxes, the tenant is not eligible for a refund.

Subleasing

Subleasing means another person "takes over" a tenant's unit by moving into the unit and paying rent and following all the agreements the previous tenant agreed to do under the rental agreement. You should get these agreements in writing and signed by both parties. If the new tenant does not pay rent or causes damage, 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 sublease only if the landlord agrees to it. It is best to get this in writing also.