



RENTER RESOURCES

 UNIVERSITY of ST. THOMAS



Introduction

This guide is designed to assist you in making decisions about living off campus. It contains information on how to find suitable housing, what rights you have as a tenant and where to get help if you have questions.

This guide also is designed to make you aware of responsibilities as a member of a neighborhood community. We hope that this awareness will help you establish and maintain positive relationships with your student and nonstudent neighbors.

This information is both generalized in nature and time-sensitive, meaning that the legal rights and obligations are subject to change by action of the courts or legislatures; therefore, reference to the accompanying information should not be considered a substitute for obtaining professional guidance and advice in specific situations.

We hope this guide is helpful to you. We welcome your input and suggestions and encourage you to take advantage of the programs, services and resources the Commuter Center and Off-Campus Services provide for off-campus students. For any further questions or comments, please contact us at:

Phone: (651) 962-6138

E-mail: commuterctr@stthomas.edu

Or Web: www.stthomas.edu/commutercenter

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LIVING OFF CAMPUS

Commuter Center and Off-Campus Services

The Commuter Center, located in the lower-level of Murray-Herrick Campus Center, is a wonderful resource for students who commute to St. Thomas. In addition to being a space where students can use phones, computers, study areas and a lounge, the Commuter Center also provides services that are very popular among commuting students.

Some of these services include:

- ✍ Off-campus housing and roommate listings:
View available rentals on the Web site at www.stthomas.edu/commutercenter.
- ✍ Legal advice: An attorney from Moore, Costello and Hart is available for free walk-in legal advice almost weekly during the academic year. Check the dean of students Web page (www.stthomas.edu/deanofstudents/legal.asp) for exact dates, times and locations.
- ✍ Locker rentals: For a nominal fee, you can rent a locker in Murray-Herrick for a semester or academic year. This is a convenient way to keep your belongings secure while on campus.

Parking and Transit

Parking is a challenge in most areas. If you live in the neighborhood and your residence doesn't provide off-street parking, you may need a permit to park on your street. Permits are available at the City Hall Annex, Room 800, 25 W. Fourth St., St. Paul. Call (651) 266-6200 for more information. Be prepared to show proof of residence such as a lease or utility bill when purchasing a permit.

Around St. Thomas you may park on Summit,

Cleveland, Selby, Cretin and Goodrich avenues *at certain times*, and also on some parts of Grand and Marshall avenues. If time restrictions are not marked it is automatically regarded as 48-hour parking. Be sure to obey parking signs!

To park in lots and ramps on the St. Thomas campus, you can pay hourly or purchase a permit from Public Safety and Parking Services (www.stthomas.edu/psps).

Transit

Metro Transit provides bus and light-rail public transportation for the Twin Cities. The information desk on the first floor of Murray-Herrick Campus Center has routes and maps for the areas directly around St. Thomas. More information is available at www.metrotransit.org, or (612) 373-3333. As you consider bus options, be sure to check with Public Safety and Parking Services. It may offer significantly reduced rates for students.

Free busing options are available from some locations. St. Thomas provides a free shuttle between its Minneapolis and St. Paul campuses throughout the day.

A free shuttle connects the private colleges in the ACTC consortium: Augsburg, Hamline, Macalester, St. Catherine, and St. Thomas. The schedules fluctuate, so check them at the information booth on the first floor of Murray-Herrick Campus Center or online at www.associatedcolleges-tc.org/. Both of these options require you to show a valid St. Thomas identification card to ride.

Night and Day Snow Emergency Plowing

St. Paul declares snow emergencies after snowfalls of three inches or more, OR an accumulation of three inches of snow over several days. All streets are either Night Plow Routes or Day Plow Routes. Night Plow Routes have red and white plowing signs. Day Plow Routes don't have plowing signs.

Night Plowing

When: 9 p.m. to 6 a.m. the night a snow emergency is declared. Where: The busy streets – marked with signs that say NIGHT PLOW ROUTE plus one side of north-south residential streets with signs that say NIGHT PLOW ROUTE THIS SIDE OF STREET.

Day Plowing

When: 8 a.m. to 5 p.m. and normally following night plowing. Where: East-west residential streets plus one side of

north-south residential streets – the side WITHOUT night plowing signs. Note: There are some exceptions to these rules. They're all well marked.

Parking is banned until snow is plowed curb-to-curb on these routes.

The city now tickets and tows cars before the plows begin. The fine for a "snow tag" is now \$40. Towing can result in substantial towing and storage fees.

To find out if a snow emergency is in effect, listen to the radio, watch TV newscasts and read newspapers – or call 266-PLOW (266-7569) the 24-hour snowplowing information line. You also can sign up to get e-mail or voicemail notification of snow emergencies at www.ci.stpaul.mn.us. Go to Public Works on the left and then click on snow emergency information.

Off-Campus Safety

- ✦ Keep your doors locked, as most burglaries involve unlocked doors.
- ✦ Keep first floor, fire escape and other accessible windows closed and locked.
- ✦ Be aware of strangers in your building. If someone you don't know asks to use your phone, offer to make the call for him or her but do not let him or her in.
- ✦ Have the local police telephone number posted near all telephones in case of emergency, and be sure to report all obscene or harassing phone calls.
- ✦ Never loan anyone your key. Nonresidents – even close friends – do not have the same level of concern for the security of your home. If keys are lost or stolen, report the loss immediately to the police, and change your locks.
- ✦ Never reveal to a visitor or telephone caller that you are alone. When there is a visitor at the door, call out in a loud voice, “I’ll answer it!” to imply that you are not alone.
- ✦ Do not use your first name on mailboxes or in phone directories. Use your first initial only.
- ✦ Be aware of deserted laundry rooms, common lounges, basements, parking garages and elevators, especially late at night.
- ✦ Always escort your guests in and out of the building.
- ✦ Remember, you are responsible for the conduct of your guests while they are present in your building.
- ✦ Avoid walking alone at night. Take advantage of campus escort services. Call Public Safety St. Paul (651) 962-5100, or in Minneapolis, (651) 962-4100, to request a walking escort.

Being a Good Roommate

When living with roommates, be sure to maintain respectful relationships. A few ground rules:

- ✦ Establish ground rules and expectations.
- ✦ Remember that everyone is equal and should have equal rights to be heard in any discussion.
- ✦ Assume each other's perspective. Ask your roommates to reverse positions (i.e., to stand in your shoes while you stand in theirs). This can sometimes be the most effective way of getting your point across and to understand a roommate's concerns.
- ✦ Don't team up with one roommate against another. This creates defensiveness in the other roommate. You all are working together for a solution.

Being a Good Neighbor

Respect for your neighbors is important. Living off campus you may find yourself living next door to a retired couple, a single parent with small children or a young professional. You may discover that your lifestyle must adapt to your new environment.

You should try to foster good relationships with your neighbors by getting to know them. You should introduce yourself to them, as this will make it easier to solve problems that may arise later. Communication between you and your neighbors is the best way to avoid conflicts.

Noise is a common issue for student tenants. Such problems are often the result of loud and overcrowded parties. The best strategy that we can recommend comes in the form of a piece of friendly advice we heard from an elderly neighbor: “Don't have a party. Go to one.”

If you decide to host a party, remember it is your responsibility to keep social events under control. The following tips

are useful guidelines whenever you host an off-campus party:

- ✦ Inform your neighbors that a party is going to take place. Give them a contact name and phone number where you can be reached in case they have a problem.
- ✦ Avoid parking problems. Consider the parking needs of your neighbors.
- ✦ Monitor the noise level coming from your house or apartment.
- ✦ Remind guests to leave the party quietly.
- ✦ Clean your house and the property after a party. Remove all garbage from the yard and street. Keep your neighborhood clean.
- ✦ If you serve alcohol, limit amount served and never serve to underage people.
- ✦ Remember that you are responsible for the behavior of your guests. It is also important to note that if the police or Public Safety and Parking Services have to visit an off-

campus party and a report is filed, the residents will be subject to the discipline process at St. Thomas. Sanctions can include, but are not limited to, conduct probations and suspension. Students on conduct probation cannot apply to or study abroad and may not be able to apply for some leadership positions on campus.

There are a few other things to take into consideration when being a good neighbor. The first is porch and yard maintenance; cut the lawn and rake leaves. Be attentive to the appearance of your yard and porch by regularly caring for it and picking it up. It shows that you care about being a good neighbor. In addition, a city ordinance stipulates that you must clear your sidewalk within 24 hours after snow ceases to fall. You can make a positive impression on your block by shoveling a little more than your share.

The Housing Search

Your Housing Needs

Before you begin your housing search, you should consider your options and preferences. You may need to re-evaluate your choices as you enter the housing market, but it is helpful to start with some guidelines:

- ❖ Do you want privacy or would you prefer to share space and living expenses?
- ❖ What is the rental price range you will consider? Have you considered the cost of utilities such as gas and electric in determining your housing budget?
- ❖ How close do you need to be to campus?
- ❖ Do you prefer a place that is furnished or unfurnished?
- ❖ Do you need a place with parking privileges?
- ❖ What amenities are important to you – air conditioning, laundry facilities, a yard?
- ❖ What type of accommodation do you prefer? Room in a house, Apartment, Duplex, Special situation (i.e., housing in exchange for a service such as child care)?

Housing Costs

Once you have decided on the best housing arrangement to suit your needs, the reality of costs sets in. Generally, the closer one moves to campus, the more expensive costs become. Lower cost housing can be found in the surrounding areas, but be sure to factor in the time and cost of commuting with traffic and parking expenses when making a decision to live a little farther from campus. You can expect average rents for homes, duplexes, or condominiums to be higher. Average rents in Minneapolis also are typically higher.

St. Paul, Minneapolis and Bloomington (Fair Market Rents)

Studio/Efficiency	\$598
One bedroom	\$705
Two bedrooms	\$855
Three bedrooms	\$1,119

Source:

[www.huduser.org/datasets/fmr/fmr2006r/FMR Schedule%20B.pdf](http://www.huduser.org/datasets/fmr/fmr2006r/FMR%20Schedule%20B.pdf)

A note on Fair Market Rents (FMRs): FMRs are gross rent estimates. They include the shelter rent plus the cost of all utilities, except telephones. The FMRs are pegged at the 40th percentile of standard unit rents, excluding new and luxury units. Also please note that the cost of rents vary dramatically from neighborhood to neighborhood. For more information on FMRs, please visit: www.huduser.org/datasets/fmr/fmrover.doc/.

Listings

There are many places to find listings of available housing:

The Commuter Center

The center maintains a database of properties available for rent. These properties include houses, apartments and duplexes that are vacant or shared. The University of St. Thomas does not inspect properties or endorse particular landlords. Listings are accepted with the expectation and understanding that the landlord or agent is in compliance with all state, federal and local housing laws and any regulations pertaining to rental properties. View the listings online at www.stthomas.edu/commutercenter.

Friends

If you know students who will be vacating their place, ask them to provide information about their landlord and property.

Signs

Take a walk through the neighborhoods that are of most interest to you and look for “for rent” signs.

Newspapers

The Star Tribune (www.startribune.com) and Pioneer Press (www.twincities.com) are the two major daily papers for the St. Paul-Minneapolis area and both have housing listings in their classifieds section. Other local papers include The Highland Villager, Grand Gazette and Merriam Park Post, all of which can be found at the St. Thomas Post Office in Murray-Herrick Campus Center.

Apartment locating services

Apartment locating services are private companies that help people find an apartment that meets their needs. These services typically specialize in vacant apartments and are free of charge.

☛ Apartment Mart: (888) 254-5899

☛ Relocation Central/Apartment search: (651) 636-3860; www.apartmentsearch.com

☛ Fonahome: (800) 736-8411, www.fonahome.com

☛ www.apartments.com

☛ www.rent.com

Searching Tips

Start looking early.

Give yourself at least a few weeks to find housing. Make an appointment to view the unit. Many landlords do not appreciate prospective tenants arriving unannounced, and most landlords are required to give current tenants at least 24 hours notice before showing a unit.

Some landlords require prospective tenants to pay an application fee. Many landlords do not. If required, the fee is used to cover the cost of checking the tenant's references. Tenants should ask if application fees are refundable and ask for a receipt of payment.

Be persistent.

A landlord may take your name and say that he or she will get back to you after reviewing all applicants. Check back and remind the landlord that you are still interested.

If you find a place you like, be prepared to leave a deposit. Make sure you get a receipt for any deposits made. The receipt should specify whether the deposit is refundable if you do not rent the space and how the deposit will be used if you rent the space (e.g., as part of the security deposit or first month's rent).

Entering into a Rental Agreement

According to Minnesota law, when the owner of a house, apartment, room or other living space agrees to give to someone else, for a fee, the temporary use of that place, the two have entered into a legally binding contract. It does not matter if the agreement is oral or in writing. It is an agreement to rent, and thus is protected by law. The following describes what the law requires of both landlords and tenants in a typical rental agreement.

Inspecting the Rental Unit

Prospective tenants should be allowed to see the rental unit before they pay any money. You might want to include many things in your inspection. Please use the grid found at www.stthomas.edu/commutercenter.

Security Deposits

Landlords have the right to require tenants to pay a security 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 security deposit cannot be used by the tenant to pay rent. Minnesota law does not limit the amount a landlord may require as a security deposit. At the end of the tenancy, a landlord must return a tenant's security deposit plus three percent interest, or give the tenant a written explanation as to why the deposit (or part of the deposit) will not be returned. The landlord must do this within 21 days after the tenancy ends. If the landlord does not return the deposit in the time allowed, the landlord shall be subject to punitive damages and be liable to the tenant for damages in an amount equal to the portion of the deposit withheld plus interest. If a tenant does not get the deposit back, or is unsatisfied with the landlord's explanation for keeping all or part of the deposit, the tenant can take the matter to court, usually the conciliation court in the county where the rental property is located. There, it is up to the landlord to justify his or her actions.

Signing the Lease

Discuss the terms of the lease with your landlord. It is to your advantage to have a lease in writing. A written lease protects both you and your landlord by specifying the rights and obligations of each party. Verbal agreements are difficult to enforce or to contest if problems develop. Be sure to read your lease carefully before signing. It is a legally binding document. If there are any terms or conditions that are unclear, discuss them with your landlord.

Both you and your landlord should agree to any changes or additions to the lease. They should appear in the lease before it is signed and initialed by both you and the landlord. A rider or addendum may be attached to the lease and should be signed and dated by both parties. If the landlord has agreed to make repairs, for example, this statement should be included in the rider. **The following points should be covered in the lease:**

- ✍ Name and address of landlord and tenant(s).
- ✍ Description of the property being rented.
- ✍ The number of people allowed to live in the unit.

- ✍ Dates covered by the lease, when and if the lease can be renewed and when and how the lease can be ended. If the lease is terminated, is there a penalty?

Questions to ask before signing:

- ✍ Are you allowed to assign the lease or sublease?
- ✍ What is the amount of the rent and when is it due? Is there any grace period if not paid on this date? Is there a penalty for late payment? When can the rent be increased?
- ✍ Are the utilities included in the rent? If some are included, they should be specified.
- ✍ Who is responsible for maintenance and repairs? How will these costs be handled?
- ✍ Are pets allowed? If so, is there an extra charge?
- ✍ Who has the right of entry to the rental unit?
- ✍ Is a security deposit required? If so, how much? When and under what conditions will it be returned?

Illegal Clauses

When a lease clause violates a law or denies a tenant a right provided by local law, the clause has no legal effect. You might encounter one or more of the following illegal clauses:

Unannounced entry: This clause usually allows the landlord to inspect or show your unit at any time at his or her discretion. This is illegal because it violates the tenant's right to privacy unless sufficient notice (24 hours) is given.

Forced eviction: Some leases state that the landlord can throw you out of your rental unit without filing an unlawful detainer action and going to court. This is not legal and the penalties to the landlord can be severe.

Making a tenant responsible for repairs and/or maintenance without compensation: A clause stating that the landlord is not responsible for certain repairs and maintenance is illegal unless the tenant is compensated for the work (in wages or rent reduction).

Over-Occupancy Rule

According to the City of St Paul, only four nonrelated adults can live in any single residence, regardless of how many bedrooms there are.

Moving In

Condition of the Rental on Move-In Day

You should inspect your rental property when you move in. If possible, before you move in, see if your landlord can inspect the property with you. After the inspection, ask the landlord to sign an inspection form indicating that the form, as completed, accurately reflects the condition of the rental at that time. You may even want to consider using photographs or video to document pre-existing defects or repair problems.

Co-Tenant Agreement

Many tenants assume that their lease protects them from each other. This generally is not the case. Your lease sets out what your landlord and your group of tenants as a whole promises to do for each other. In essence, each person who signs the lease is responsible for all the rent unless the lease or rental agreement says otherwise. If one roommate does not pay his or her part of the rent, the landlord can hold the other roommate(s) responsible for all the rent. For this reason, it is a good idea for all tenants to sign a co-tenant agreement.

Setting Up Utilities

Depending on the type of rental property you choose, you may have to set up certain utilities, while your landlord may take care of others. Below is a list of common utilities and how to establish service.

Phone service

Local: Qwest Communications (www.qwest.com) serves this area. For new service, call (800) 244-1111. A one-time hook-up fee will be applied to your first month's bill.

Long distance: There are a number of long-distance service providers, only some of which are listed below. Before deciding on a particular long-distance carrier, you may want to research each company's fees.

- * AT&T: (800) 222-0300; www.att.com
- * Sprint: (888) 723-8010; www.sprint.com
- * MCI: (800) 955-0925; www.mci.com

Electric

This area is served by Xcel Energy (www.xcelenergy.com). To initiate or disconnect service or for billing inquiries call (800) 895-4999. A one-time hook-up fee will be applied to your first month's bill.

Gas

St. Paul or its suburbs:

- * Xcel Energy (www.xcelenergy.com) is your local provider. New service can be established by calling (800) 895-4999.

Minneapolis or its suburbs:

- * Centerpoint Energy/Minnegasco (www.centerpointenergy.com) is your local provider. New service can be established by calling (612) 372-4727.

Cable

St. Paul or its suburbs:

- * Comcast (www.comcast.net) is your cable provider. New service can be established by calling (800) 226-2278.

Minneapolis or its suburbs:

- * Time Warner Cable (www.timewarnercable.com/minnesota/) is your local provider. New service can be established by calling (612) 522-2000. Various hook-up fees apply depending on which package you choose.

Many phone companies also offer digital and broadband cable. Consult their numbers above for more information.

Trash

Many trash removal companies serve the area. You may want to choose from the following list:

- * BFI (Ramsey County), (651) 455-8634
- * Superior Service Onyx North America, (651) 459-3029; www.onyxtwincities.com
- * Highland Sanitation (St. Paul) (651) 458-0043

Water

St. Paul or its suburbs:

- * Call (651) 266-6350 or visit www.ci.stpaul.mn.us/depts/water/.

Minneapolis or its suburbs:

- * Call (612) 673-1114 or visit www.ci.minneapolis.mn.us/utility-billing/.

Recycling

A St. Paul ordinance requires you to recycle newspaper, aluminum, glass and plastic. To obtain a recycling bin, contact either your local city council or UST Neighborhood Liaison, John Hershey at (651) 962-6123. For information regarding recycling in St. Paul call (651) 222-SORT (7678) or visit www.eurekarecycling.org.

Renter's Insurance

Do you need renter's insurance? Contact a local insurance agent to learn more about renter's insurance, and talk with your family to determine whether they already have insurance that would cover your belongings.

Moving Out

As a tenant, you should be well informed and carefully prepared to terminate your lease. Below are some items you may want to consider before moving out.

Giving Notice

When planning to move out of your apartment, it is your legal obligation to give the landlord notice of your intent to leave. This should be a written notice. The letter should include your name, the unit you are occupying, and the date you will move. You also should include your future address so your landlord will know where to send your security deposit after you move. If you have a written lease, it often will indicate when you must give this notice (usually one to three months before the month you would like to leave).

Cleaning the Rental Unit

Before you move out, make sure you clean your apartment thoroughly. If you do not clean, you risk losing all or part of your security deposit. The landlord may deduct from your deposit for the cost of a professional cleaning.

Inspection

Before you turn in your keys, send a letter to your landlord asking her or him to inspect the apartment with you. After

the inspection, ask the landlord to sign a note which says that you left the apartment clean and undamaged. If you cannot get them to do this, then you should have a friend inspect your apartment. The friend should take photographs, and sign and date them. This will help you in case you have trouble getting your security deposit back. You should have done a similar inspection when you moved in. If you did, then your final inspection should reflect only what happened (if anything) while you lived there – not any pre-existing defects or repair problems.

Returning your Keys

Returning your keys may seem like an obvious step in moving out of your apartment, but there are a few things that you should keep in mind. The first thing is to be sure that you hand over the keys by the end of the lease; if you don't, the landlord might continue to charge you rent and/or charge you for a lock change. Also, it is best to give your keys over in person, so there is no doubt that your landlord received them.

Subletting

Many landlords require you to sign a 12-month lease. If you need to vacate the property before the terms of the lease

expire, you may want to consider subletting.

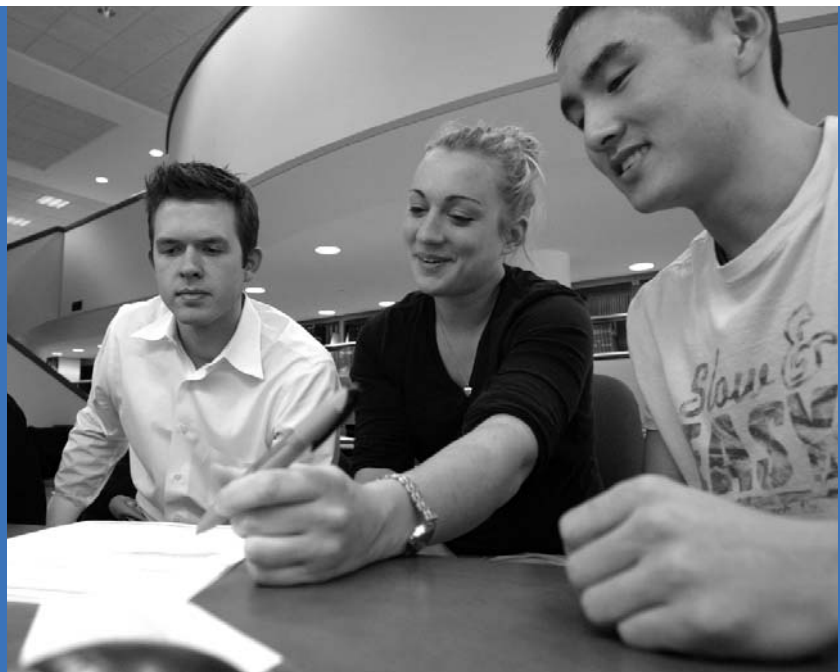
If you plan to sublet:

- * Be sure the landlord agrees to the arrangement in writing.
- * Protect yourself by getting a lease from the person subletting.
- * Ask for identification and the permanent address of the sub lessee.
- * Ask for a security deposit. You will be held responsible for any damages or if the rent is not paid.

Security Deposits

If you paid a security deposit on moving into your property, your landlord is required to return it in whole plus three percent interest for every year they held it. They may, however, deduct from it the cost of any repairs or costs they incurred above the normal wear and tear of the property. They should provide you with an itemized list of any amounts kept from your security deposit. This is why it is so important to make sure you have documented the condition of the property when you move in. You do not want to pay for the previous tenants' damages. If you think your deposit is being unfairly withheld, we strongly recommend consulting with legal advisers (see information in Appendix).

For more information on Rights and Responsibilities visit the Commuter Center in the lower level of Murray-Herrick Campus Center; we will be happy to offer you a supplemental book from the Office of Minnesota Attorney General (www.ag.state.mn.us).



Rights and Responsibilities

Tenant Rights and Responsibilities

Rent

The tenant must pay the amount of rent on the due date specified in the lease. If the tenant does not pay the rent, the landlord may take legal action to evict the tenant. If the tenant moves out before the lease ends, he or she is still responsible to pay the rent for the full term of the lease unless another tenant can be found to pick up the balance of the lease. However, the landlord must agree to release the original tenant from the lease.

Unlawful Destruction of the Property

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

Right to privacy

Generally, a landlord may only enter a tenant unit for a reasonable purpose, after making an effort to give the tenant proper notice. If a landlord violates the law, the tenant can take the landlord to court to break the lease, recover the damage deposit, and receive a civil penalty for each violation. Examples of reasonable business purposes include:

- ◆ Showing the unit to prospective tenants.
- ◆ Showing the unit to a prospective buyer or insurance agent.
- ◆ Performing maintenance work.
- ◆ Showing the unit to state or local authorities (i.e., housing, health or building inspector).
- ◆ Checking on a tenant causing disturbance within the unit.
- ◆ Checking on a tenant the landlord believes is violating the lease.

Lockouts

A landlord can only evict tenants after filing an unlawful detainer action. They can never throw you out of your home without a court order. It also is against the law for a landlord to lock a tenant out of his or her rental unit.

Landlord Rights and Responsibilities

Certificate of Rent Paid

The State of Minnesota gives tenants a partial refund for the property taxes they pay indirectly through their rent. Your landlord must give you a Certificate of Rent Paid (CRP) by Jan. 31 of each year.

Maintenance

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

- ◆ Fit to live in
- ◆ Kept in reasonable repair
- ◆ In compliance with state and local health and housing codes

Housing Codes

Most cities in the Twin Cities area have a housing maintenance code that outlines the minimum health and safety requirements for rental housing in that area. All landlords must com-

ply with the housing codes in their city. Specific maintenance responsibilities include but are not limited to:

- ◆ Basic requirements for the maintenance of exterior structures such as windows, outside stairs, porches, the roof, walls and foundation of the building
- ◆ Basic requirements for the maintenance of the interior structures such as basements, stairs, floors and ceilings
- ◆ Maintenance of basic facilities such as toilets, sinks, water and heating
- ◆ The extermination of insects or rodents
- ◆ Compliance with fire or safety codes
- ◆ Weatherization of rental units

Repairs

If a tenant has trouble getting the landlord to make necessary repairs in the unit, there are several steps a tenant can take. Before resorting to any of these steps, it is always a good idea to first speak directly to your landlord about repairs and to follow up the conversation with a letter. The letter should include a list of repairs needed, a deadline allowing a reasonable amount of time (usually 14 days) within which the repairs must be made, the date and your signature. Send all letters by certified mail; return receipt requested. The post office will return a receipt to you, signed by the recipient, to prove that the letter was received. Keep a copy of all letters you send. Below are further actions a tenant can take:

Call an inspector: If a local housing, health or fire inspector is called by a tenant, and the inspector finds code violations, the inspector will give the landlord a certain amount of time to correct them. If the landlord does not make the repairs, the inspector can summon the landlord to appear in court. A landlord cannot retaliate by filing an eviction notice, or by increasing rent, or decreasing services because a tenant contacts an inspector.

Rent Escrow: If a letter is sent to a landlord detailing repairs that need to be made in a specific amount of time and this is not done, a tenant can place their rent in an escrow account. Under rent escrow law, tenants can pay their rent to a court administrator and ask the court to order the landlord to make the repairs. However, if the full amount of the rent has been deposited with the court, the court administrator will schedule a hearing to determine the proper course of action. It is advised that you seek legal advice (see Appendix) before pursuing any of these options.

Rent Abatement: Rent abatement asks for a portion of rent to be refunded because defects of the rental unit have made it less valuable. Before suing for rent abatement, the tenant should try to get the landlord to make the repairs. Only after it appears the repairs will not be made, and further requests seem fruitless, should the tenant try to bring a legal action for rent abatement. The tenant should then be prepared to prove:

- ◆ The existence of a serious condition(s) affecting safety, health or the fitness of the dwelling as a place to live.
- ◆ The landlord was notified, or knew, or should have known, about the defective condition(s).
- ◆ The landlord failed to repair the defective condition(s), or repair it adequately, after having a reasonable time to do so.

Appendix

Important Resources

University of St. Thomas

- ★ Commuter Center and Off-Campus Services
(651) 962-6138; www.stthomas.edu/commutercenter
- ★ Public Safety and Parking Services
(651) 962-5100; www.stthomas.edu/psps
- ★ John Hershey, Neighborhood Liaison
(651) 962-6123; www.stthomas.edu/neighborhoodrelations/

State Resources

- ★ Minnesota Office of the Attorney General
(651) 296-3353; www.ag.state.mn.us
- ★ Public Utilities Commission
(651) 296-7124; www.puc.state.mn.us
- ★ Energy Information
(651) 296-5175; www.commerce.state.mn.us

City/County Resources

St Paul/Ramsey County

- ★ City Information (651) 266-8989; www.co.ramsey.mn.us
- ★ Citizen Service Office (651) 266-8989
www.ci.stpaul.mn.us/housing/
- ★ Conciliation Court (651) 266-8230; www.ci.stpaul.mn.us
- ★ Fire Marshal (651) 228-6230
(Inspector for buildings with three or more units)

Minneapolis/Hennepin County

- ★ City Information (612) 673-3000;
www.ci.minneapolis.mn.us
- ★ Conciliation Court (612) 348-2713
- ★ Health Inspector (612) 673-2170
- ★ Housing Court (612) 348-6000
- ★ Housing Inspector (612) 673-5858
- ★ Fire Marshal (651) 215-0500

Tenants Rights Information

- ★ St. Paul
Homeline (612) 728-5767
- ★ Minneapolis
Minnesota Tenants Union (651) 871-7485

Discrimination and Harassment

- ★ Housing Discrimination Law Project (612) 334-5970
- ★ Minnesota Human Rights Department (651) 296-5663
www.humanrights.state.mn.us/
- ★ St. Paul Human Rights Department (651) 266-8966
- ★ Minneapolis Civil Rights Department (612) 673-3012
- ★ Ramsey County Harassment Office (651) 266-5130
- ★ Hennepin County Harassment Office (612) 348-4003

Mediation Services

St. Paul

- ★ Dispute Resolution Center (651) 292-7791

Minneapolis

- Minneapolis Mediation Program (612) 822-9883

Legal Assistance

At the University of St. Thomas

Free walk-in legal advice is offered almost once a week during the academic year. Please check the Dean of Students web page (www.stthomas.edu/deanofstudents/legal.asp) for exact dates, times, and locations.

St. Paul

- ★ Southern Minnesota Regional Legal Services
(651) 222-4731
- ★ Attorney Referral (651) 224-1775

Minneapolis

- ★ Legal Aid Society of Minneapolis
www.mnlegalservices.org
Downtown Office (651) 228-9105
- ★ Volunteer Lawyers Network (612) 752-6677

Thanks to the University of Maryland and the National Clearinghouse for Commuter Programs for information included in this publication.

