

## **Know Your Rights - Tenants' Rights**

Both landlords and tenants have rights to leased property. These rights, often times may come into direct conflict. This article will attempt to answer some of the most frequently asked questions.

### **Must the landlord provide a copy of my lease?**

Yes, any tenant who enters a written lease agreement with a landlord must be provided with a copy of the lease agreement.

### **Can I paint the walls in my rented home?**

No. Tenants may not abuse the rental property and must pay any damage beyond normal wear and tear. Tenants also are not allowed to make changes to the walls (i.e. painting or wallpapering) or floors, dismantle or install permanent fixtures, alter woodwork or make other changes without the landlord's permission.

### **My landlord has failed to fix the property, may I not pay rent?**

Generally speaking, it is not a good idea to simply not pay rent. It is an option, but other means are better. Landlords are required to maintain the leased premise in a habitable condition, meaning that it is fit to live in, kept in reasonable repair, and kept in compliance with state and local health and housing codes. Tenants must be provided with all outstanding inspection orders for which the housing inspector has issued a citation and all outstanding condemnation orders and declarations that the property is unfit for human habitation.

There are several options a tenant may exercise if a landlord is not making required repairs. Withholding of rent, however, is not an advisable option because the renter may need to defend that decision in court in an eviction proceeding. The better option is a rent escrow, which allows the renter to pay rent directly to the court administrator to be held in an escrow account. The tenant may simply also call a local inspector and if a code violation is found, the landlord will be ordered to repair it within a certain amount of time. Tenants may also sue the landlord under the Tenants Remedies Act for an order requiring the landlord to make repairs, allowing the tenant to make repairs and deduct the costs of the rent price, appointing an administrator to collect rent and order repairs, returning of rent, or fining the landlord. Finally, a tenant may sue the landlord for rent abatement for the return of rent paid while the property was in disrepair. Each of these options has specific procedures that must be followed. A tenant wishing to exercise any of these rights should contact the Attorney General's office, local legal aid, or an attorney.

Also keep in mind, that a landlord may not retaliate against a tenant who made a good faith report of a violation of the tenant's rights. For example, the landlord cannot evict, raise rent, cut services, or change the terms of the rental agreement because of the tenant's complaint of disrepair or pursuit of the remedies stated above.

**Can the landlord change the locks if I do not pay rent on time?**

No. If tenants do not pay rent on time, landlords may take legal action to evict the tenant. Landlords may not, however, forcibly remove tenants or lockout a tenant by changing the locks or removing doors and windows. Instead, landlords must pursue an eviction action in the courts and obtain the proper court order.

**May the landlord enter my home when I am not home?**

It depends. Generally, a landlord may only enter the leased premise for a reasonable business purpose, after an effort to give the tenant reasonable notice. A reasonable business purpose includes, showing the leased premise to prospective tenants, insurance provider, buyer, or state or local official, performing maintenance work, checking on a tenant causing a disturbance, checking on a tenant that the landlord believes is violating the lease, and checking to see if a person is staying in the unit who has not signed the lease.

A landlord, however, may enter the leased premises without giving prior notice when immediate entry is necessary to prevent injury to property or people due to concerns over maintenance, building security, or law enforcement, when immediate entry is necessary to determine a tenant's safety, and when immediate entry is necessary to comply with state law or local ordinance.

*If you feel your rights as a tenant have been violated, contact the Minnesota Attorney General's Office for more information at [www.ag.state.mn.us](http://www.ag.state.mn.us) or 1-800-657-3787 or an attorney. This article is intended for educational purposes only, and in no way provides or intends to provide legal advice.*