

Lease Fairness: Fees, Privacy and Infirmity

More than 625,000 Minnesota households are renters, a number that continues to grow every year. Making up 29% of the state's population, it is critical that residents and families have the rights, resources and information they need to live without the fear or threat of exploitation or abuse from some landlords. HOME Line, along with the Homes for All coalition, calls for the following policy changes to ensure renter households have the transparency, privacy and flexibility they need to make informed decisions for their financial and physical health and safety.

CURRENT LANDSCAPE

Fees for non-optional services

An increasing number of landlords charge non-refundable **fees for non-optional services** rather than including costs in the advertised rent for an apartment. Move-in and move-out fees, lease processing fees, even 'January fees' (each January, tenants owe \$100) are imposed on unsuspecting, prospective tenants. These fees allow landlords to draw in **potential tenants with a deceptive rent amount**, and effectively raise the rent with required fees listed in the lease that are often revealed late in the application process, if at all.



Privacy

While many people assume that the law requires a 24-hour notice, Minnesota law simply states that landlords must give tenants "reasonable notice" to enter their apartments for non-emergency reasons. The term "**reasonable**" is **very subjective**, and can rob tenants of the privacy in their home that they pay for and deserve, and their ability to make sure their home is prepared and they can be present, if they wish. Current law has a **\$100 penalty that is so inconsequential, it's violated frequently** because it's not considered worth the time and effort to go to court.



Infirmity

Minnesota tenants in the middle of a "term" lease (one-year, most commonly) can only get out of or "break" their lease for a handful of reasons, including if they are victims of certain forms of violence, if they are called up for active military service transfer, if all tenants in a household die, if the building is condemned, or otherwise unlivable, or, rarely, by a judge's order. **Minnesota does not allow a tenant to break a lease due to a medical condition.** The Fair Housing Act does not explicitly give a tenant this right, which is why a growing number of states (eight, thus far) have enacted their own laws protecting some of their most vulnerable citizens. Minnesota should follow putting this statement explicitly in statute.



OUR PROPOSALS

HF3348 | SF3415

Non-refundable fees for non-optional services **would be prohibited** to ensure tenants do not face unaffordable, concealed charges after signing a lease. Administrative costs must be **incorporated in the tenant's rent** so they understand how much they will pay each month before they enter into a lease.

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Unless it is an emergency: 1) a tenant would have a minimum of **24-hours' notice from the landlord** prior to entering the tenant's home, and 2) the landlord would only be able to **enter between 8 a.m. and 8 p.m.** and give a **four-hour window**. If this right is violated, tenants would be able to sue during or after a tenancy for a **meaningful penalty**.

HF1918 | SF2118

Renters who have a physician-certified medical condition, illness, or disability that hinders their ability to remain in their current housing situation would be able to **end their lease with a 2-month notice** if they must move to a medically-assisted or accessible housing unit. This is a reasonable notice period that mirrors current law for an estate to end a lease after a tenant is deceased. The tenant would need to **have documentation** that they will be moving to a specific, medically-appropriate facility.