

# Chapter 3: Housing

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**F**inding a place to live will be difficult for some. For others, there will be no choice because of Department of Corrections requirements. Some may be mandated to a halfway house or required to return to the county where the crime was committed.

If you have no restrictions on where you live, think hard before deciding to move back into your old neighborhood. There may be people and activities there to pull you back into criminal behavior. Some will have a supportive friend, relative, or family member to live with and housing may not be a major concern, while others will need to explore different options.

When looking for housing, keep in mind where it is located relative to your work, what transportation is available, and what stores are in the area.

## **Where do I start my search?**

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There are many directions you can go to start searching for housing. Here are a few of the options that could help you.

- **Prison Transitions Centers** have county resource listings for every county in Minnesota. These listings include housing options, as well as other supports, like food, clothing, etc.
- **Prison / Community Case Managers, Release Planners, and Community Supervision Agents** are great resources to ask for help in finding supports in the community.
- **Community Action Agencies** provide services to reduce the effects of poverty in the community. Many provide energy assistance, winterization, housing, and emergency shelter services. These agencies are also a good source of information and referral for related services.
- **County Social Services Agencies** administer low-income financial assistance programs such as the Minnesota Family Investment Program (MFIP) and General Assistance, as well as other assistance programs such as Medical Assistance, Emergency Assistance, and Food Stamps. They may provide referrals for overnight shelter. There are strict state and federal guidelines for the above programs so immediate monetary assistance may not be possible.

- **Coordinated Entry** represents a state wide process for assessing the needs of people experiencing a housing crisis and assisting them with accessing housing. The Coordinated Entry Representative from each county has access to all of the available beds available in that county. In some cases, if you are not releasing to a private residence, and are going to self-pay housing, or treatment, these representatives should be able to help you locate temporary housing. For a complete list of the Coordinated Entry Access Points please contact your local facility's Transitions Coordinator. After you are released, you can contact your supervision agent, local human services center, or go online to [www.mnhousing.gov](http://www.mnhousing.gov). This website can provide with information regarding emergency assistance, housing costs help, etc. You can also find this information on [www.mn.hb101.org](http://www.mn.hb101.org). This website is called **Housing Benefits 101**. This has a very good interactive map, which can help you locate those organizations that can help you in your area. These same organizations can help you access shelter vouchers, and in some cases help with food, clothing and support.
- **Online Resources** are also available to find housing and supports. **United Way 2-1-1** a service that can assist you in finding temporary shelter like the ones listed below. Resources are accessible to you through the library transition resource center, the Internet (after your release), and by dialing 211 (cannot be called from offender phones). You can find that website at [www.211unitedway.org](http://www.211unitedway.org).

**Housing Link** is another online resource that lists affordable rental housing information at [www.housinglink.org](http://www.housinglink.org).

## **Types of Housing**

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**Sober Housing** — is NOT a treatment program. These types of housing programs are intended to be alcohol and drug free living for people in recovery. Most residents that live in sober homes are usually recovering from a substance use disorder and in some cases have completed a substance use disorder treatment program. Most of these programs are self-pay, however some programs having a sliding scale depending on income. Sober House programs are sometimes less expensive than an apartment and usually makes saving money for more independent living easier.

**Halfway Housing** — Some offenders may be eligible for DOC Housing Programs to bridge you to Long Term Housing. Generally those programs can house eligible offenders for up to 60 days. You are expected to be accountable at all times and cooperate with any programming identified by the referring agency. They provide help with readjusting back into the community by encouraging employment, accumulating personal savings, developing a plan of working toward independent living, and establishing community support services. Programming includes support services (such as counseling and job search help) in addition to food and shelter. This type of housing provides you time to save money for your own place. Costs will depend on services provided.

**Board and Lodge** is a type of housing for individuals that provides a room or place to stay. Some Board and Lodge Facilities are considered Lodging Establishments with Special Services. Each Board and Lodge Facility can look very different. They tend to vary in size, with 5 or more people living together. Some look like houses, while others are like apartment buildings. Bedrooms are shared at some, at others not. Some come with different services such as cooking, cleaning, laundry, etc. However each facility is different. They do NOT offer skilled nursing. Tenants pay a monthly amount that includes your room, board, and services. For those individuals who do not have sufficient money to pay their rent, Housing Support (formerly known as Group Residential Housing) is able to help people with low income, low assets, or disabilities to pay for rent. Generally medical waivers or a “Statement of Need” is required for this.

**Treatment Programs** are NOT meant to be used solely for housing. Those programs are reserved for individuals looking to work on their substance use disorder. That being said In-Patient Residential Treatment Programs provide housing while you are in treatment anywhere from 30 days up to a year depending on your needs. Out-Patient Residential Treatment Programs sometimes provide lodging as well depending on the program. Contact your Transitions Coordinator, Caseworker, agent, or local Department of Human Services for a listing of programs available in your area.

**Adult Foster Care Programs** provides housing for one to five people with disabilities who live in their own bedroom. This type of program is for people who require help with daily care, but do not require skilled nursing care.

**Other types of programs** — There are numerous other housing options depending on your area. Non-Profit programs, Re-Entry Programs, as well as Church Affiliated Programs exist in many areas.

There are a number of housing options for you in the community. You may get frustrated by this search at first, however don't give up. Whether you are looking for a program to work on yourself or just a place to sleep at night, your hard work will pay off if you stick to it. Also, remember to be flexible, in that you may not get your first choice right away. Once you have a safe place to stay, you will have more time to find your next option.

## **Are you planning on renting an apartment or home?**

**Getting Started** — You're getting out of prison soon. Finding a landlord (or employer) who can look past a criminal record can be difficult. Whether you have a place to live or not, there are some things you need to think about. The information in this chapter will help guide you through the rental process.

### **How Much Money Do I Have to Spend on Rent?**

Serious problems can result when you move into a place and you cannot afford the rent. If you cannot make the rent payments or you continually pay your rent late, the landlord may ask you to leave. If you get formally evicted, it will be even tougher to rent in the future. Before you commit to renting an apartment or home, it's a good idea to take stock of what you can afford for rent and how much money you have to spend. To make good spending decisions, you need to know the difference between things you need to buy and things you want to buy. So, it is important for you to create a realistic budget that will give you an idea of how much money you have coming in and how much money is going out. Only then will you be in a position to determine what you can really afford to spend on rent. Besides rent, you'll be spending money on food, electricity, gas, telephone (cell phone), transportation, cable, clothing, entertainment, laundry, and much more.

**My Budget** — Making significant progress on achieving your financial goals means knowing your income sources and where your money goes. The worksheets in the Money Management chapter of this handbook will help you develop a budget.

## How can I find an affordable apartment or rental property?

- HousingLink’s online directory has a free, searchable database of affordable and accessible rental housing options. You can search by rent options, location, amenities, and more at [www.housinglink.org](http://www.housinglink.org)
- Talk to your family and (positive) friends. They can do a lot of leg work for you and help to provide you with some housing leads.
- Check bulletin boards at grocery stores, AA/NA clubs, community centers, and libraries.
- Talk to folks at the half-way houses in the community you are returning to, or nearby community; they often have affordable housing leads.
- Locate the Goodwill or Salvation Army chapter in your community. They often provide transitional housing and have housing leads.
- Locate a hotel which charges by the week.
- Locate rooming houses, dorms, or the local YMCA/YWCA.
- Check with local non-profit programs or church ministers for ideas or aid.
- Check with local missions or the local government assistance offices.

## Selecting the Right Place for You

Finding the best rental unit to suit your needs won’t happen without a little work on your part. There are many factors to consider so you won’t run the risk of getting into a very bad living situation if you don’t take the time to weigh the various possibilities.

Location is one factor to keep in mind. It is important for you to live near your work. Is public transportation an issue? How close do you want to live to activities you enjoy? Are grocery stores or laundromats nearby? Is living near relatives or friends important to you?

After weighing your location priorities and deciding upon the area you plan to live, the budget you developed will play a key role in your decision-making.



Here's a list of considerations:

- Do I rent an apartment or house?
- How many bedrooms and bathrooms do I need?
- Is there a backyard, side yard, patio, deck?
- Does the property allow pets?
- Does the building and neighborhood appear safe (look for off-street lighted parking lot connected to the property, security door on the property, possible illegal activities)?
- Are the property's grounds and common areas kept clean and attractive?
- Do the property units appear maintained (look for working windows with locks, toilets that flush, faucets that don't drip and have good water pressure, no bad odors, etc.)?
- Is the property in your price range?
- Is it air conditioned?

Remember to check out the landlord. Consider asking current tenants and neighbors about the landlord. You can make a call to the Better Business Bureau to see if there have been any complaints against the landlord or property.

### **To Have a Roommate or Not to Have a Roommate**

There are a number of reasons why you might choose to live with a roommate. First, after determining your budget, you've found that you cannot afford to live on your own. You need to live with a roommate so they can share in the cost of your rental. Second, companionship may be another reason. Many people like to live with other people. Also, by choosing the right roommate, you'll have someone who will support your new crime-free lifestyle. Choosing the right roommate can make for a great living arrangement. But, choosing the wrong roommate can be a nightmare.

There are many reasons why choosing the wrong roommate can be a disaster including:

- Your roommate is untrustworthy
- Your roommate is not "clean and sober"
- Your roommate does not support a crime-free lifestyle
- Your roommate doesn't pay his/her share of the bills
- Your roommate likes to party; you don't.
- One of you is a "neat freak." The other is "messy."

The list can go on and on. Keep in mind, different people have been raised in different living environments and not everyone is compatible. Moreover, not everyone is willing to “adapt” to another person’s likes and dislikes. You already know that small disagreements can grow into larger problems when you’re living in close quarters.

So, what’s the trick to finding the perfect roommate? Unfortunately, there is no easy answer to that question. You need to put some serious thought into choosing the right roommate. The important thing to keep in mind is that you should size the person up regarding compatibility *before* you move into a place together. They should do the same with you! Be honest with each other. Ask a lot of questions. Discuss your likes and dislikes. Then, if you decide to move in together, keep the dialogue open after you become roommates.

**Good communication is the key to good relationships.**

## **You have located an apartment you are interested in... Now What?**

### **Completing the Rental Application**

All landlords will require you to complete a rental application as part of the screening process. Rental applications provide landlords with your background information. Completing one is similar to completing an employment application. The rental application will typically ask for your:

- Social Security and/or driver’s license number
- Employment and income history
- Credit information
- References from former landlords, employers, friends
- Any past evictions, criminal history or bankruptcies

**Tip:** Consider visiting the property and talking with the landlord before you complete a rental application. Find out if they’ll accept someone with your criminal history. It is probably better *not* to pay an application fee. Because of your criminal history, it will be easy for them to reject your application and keep the application fee. You might consider having written references from previous landlords, employers, friends and a copy of your credit report and criminal history to share. This might give you the edge you are looking for.

## **Tenant Report**

The Tenant Report is a written or oral communication by a tenant screening service. The report consists of information about the prospective tenant's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or lifestyle. The tenant report is used to approve or deny tenancy.

### **The Rental Agreement: Spelling it Out —**

When the landlord notifies you that your rental application has been approved, the next step is to sign a rental or lease agreement. The agreement will detail what the landlord is agreeing to provide and what is expected of you. It is critical that you read the agreement carefully. If there is something you don't understand, ask the landlord for clarification. Ask for a copy in advance so you have time to read it. You might want to ask a friend or family member whom you trust to review the agreement with you. Rental Agreements are often filled with legal jargon. Don't let yourself get overwhelmed. Simply take the time to review the document and ask for help if needed.

### **Monthly or Yearly Lease: What's the Difference?**

Rental Agreements are usually monthly or yearly. A monthly rental agreement (referred to as a "month-to-month" agreement) will state the length or time between rental payments (once a month). Monthly agreements *do not* state a specific termination date, like six months or a year. Consequently, monthly rentals expire each month. They are automatically renewed when the landlord receives a new rent check from you. The person ending the tenancy must give the other "proper notice." The length of the notice and what form it must take will be stated in the rental agreement. If the agreement doesn't state a notice requirement, written notice must be given on full rental period plus one day before the tenancy's end. For example, a tenant with a month-to-month tenancy who wants to leave at the end of February would have to give written notice no later than January 31.

In contrast, a lease agreement will specifically state how many months or years the agreement is in effect. The tenant agrees to be responsible for renting the property and the landlord agrees to make it available to the tenant for the entire length of the lease. In general, the landlord cannot require the tenant to move out of the property before the lease expires. If the tenant decides to leave the property prior to the lease expiring, the tenant is still responsible to pay the agreed upon monthly sum until the lease expires.



Both the monthly rentals and yearly leases are defined by unique features as described below:

### **Monthly Rental Agreement —**

- Will state when the rent is due and the amount
- Will state how much notice the tenant must give the landlord if he or she decides to move out
- Will state how much notice the landlord must give the tenant if he or she decides not to rent to the tenant any longer or if he or she decides to change the terms of the agreement

### **Yearly Lease Agreement —**

- Will state when the rent is due and the amount
- Will state how many months or years the lease is in effect

Monthly rental agreements and yearly lease agreements contain many additional provisions as well. It is important to know that most oral monthly rental and yearly lease agreements are legal. However, because there is no way of proving “who said what,” ***it is advisable that all agreements be in writing.*** This should include any “side agreements.” For example, when a landlord says, “Oh, yeah. I’ll throw that in.” Or, “We’ll fix that before you move in.” Don’t be shy; ask that the terms of all “side agreements” be in writing.

Keep in mind that the monthly rental agreement and the yearly lease agreement is a contract. Both sides are bound by what is contained within that agreement. Do not sign an agreement that has blank spots that have space for writing in information. If there is nothing to be written in, cross it out and both you and the landlord initials that space to show that there is nothing added. Make sure you get a copy of the agreement. It is wise to keep a folder of all correspondence, lease agreement, rent receipts, etc., for future reference.



# **SAMPLE LEASE OR RENTAL AGREEMENT**

By this agreement made at \_\_\_\_\_, MN

on the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_, the Landlord \_\_\_\_\_ and the

Tenant \_\_\_\_\_

## **1. PROPERTY**

The landlord hereby leases to Tenant for the term of this agreement

a. the property located at:

No.	Street name	Unit #
City	State	Zip

And

b. the following furniture and appliances on that property:

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## **2. TERM**

The term of this lease is for \_\_\_\_\_, beginning on \_\_\_\_\_, and ending on \_\_\_\_\_.

At the expiration of said term, the lease will automatically be renewed for a period of one month unless either party notifies the other of its intention to terminate the lease at least one month before its expiration date.

(or)

At the expiration of said term, the lease will expire unless the tenant gives a written notice at least 15 days before the termination date of the lease. Thereafter, the lease will automatically be renewed for periods of one month until either party notifies the other of its intention to terminate the lease. The notice of termination will be in writing and will be effective on the next rental date no less than 30 days after the date of the notice.

**3. RENT**

Tenant agrees to pay rent in the amount of \_\_\_\_\_ per month, each payment due on the \_\_\_\_\_ day of each month and to be made at:

Address:

**4. UTILITIES/SERVICES**

Landlord agrees to provide the utilities and services indicated:

electricity \_\_\_\_\_ gas \_\_\_\_\_ water \_\_\_\_\_  
garbage collection \_\_\_\_\_ snow removal \_\_\_\_\_ other \_\_\_\_\_

**5. DEPOSIT**

Tenant has paid a deposit of \$\_\_\_\_\_ of which Landlord acknowledges receipt. Upon regaining possession of the property, Landlord shall refund to Tenant the total amount of the deposit less any damages to the property, normal wear and tear expected, and less any unpaid rent.

**6. REFUND PROCEDURE**

Forwarding Address: Tenant shall provide Landlord with a forwarding address at which the Landlord can send him/her the deposit refund.

Landlord shall return the entire deposit to Tenant within 21-days after retaking possession; or shall return so much of the deposit as exceeds any damages done to the property during the Tenant’s residence, normal wear and tear expected, and any unpaid rent. If the Landlord returns any amount less than the full deposit, he/she shall also provide a written itemized list of damages and charges.

Tenant maintains the right to sue Landlord for any portion of the deposit not returned to him/her which the tenant believes he/she is entitled.

## **7. INVENTORY CHECKLIST**

The Tenant is provided with an Inventory Move-In Checklist attached to this lease. The Tenant shall note the conditions of each item on the checklist and return a copy to the Landlord within 10-days after taking possessions. If the Landlord objects to inclusions of any item, he/she shall notify the Tenant in writing within 10 days. The Tenant and Landlord shall note the condition of each item on the checklist after the Tenant returns possessions to the Landlord and shall give a copy to the other party.

The Landlord may not retain any portion of the Security Deposit for damages noted in the Move-Out Checklist to which the Landlord did not object.

## **8. THE PARTIES ALSO AGREE**

- A. Tenant shall not sublet all or any part of the premises, nor assign this agreement or any interest in it without the landlord's prior written consent which will not be unreasonably withheld.
- B. The Landlord may not enter the premises without having given tenant at least 24-hours notice, except in case of emergency. Landlord may enter to inspect, repair, or show the premises to prospective buyers or tenants if notice is given.
- C. Tenant agrees to occupy the premises and shall keep the same good condition, and shall not make any alternations, improvements, or additions in or about the premises without the written consent of the landlord.
- D. Landlord agrees to regularly maintain the building and grounds in a clean, orderly, and neat manner.  
Landlord further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
- E. Tenant agrees not to use the premises in such a manner as to disturb the peace-and-quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not to conduct business or commercial activities on the premises.
- F. Tenant shall, upon termination of this Agreement, vacate the premises, remove all personal property, and leave the premises in the same condition that it was received, except for normal wear and tear, and other damages beyond the Tenant's control.

G. Additional Terms:

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H. Any alternations to this Agreement shall be in writing and signed by all parties. We, the undersigned, agree to this Lease:

**LANDLORD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Address

**TENANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Address

## **Who's Responsible for the Utilities?**

Utilities are a major consideration for any new tenant. You need to know who's responsible for paying the various utilities. You need to be able to at least estimate the cost of these utilities before agreeing to rent a property. Keep in mind that your rent payment is only one portion of your monthly housing expense. If the utilities on your new rental property are expensive, you may not be able to afford it over time. Here are some examples of utilities you may be responsible to pay:

- Electricity
- Gas
- Water
- Sewer
- Telephone
- Garbage/recycling
- Cable

Usually, tenants are responsible for utilities that "fluctuate," based upon tenant use, such as electricity, gas, telephone and cable. The landlord is usually responsible for "fixed-price" utilities, like sewer, water, garbage. However, "who covers what" can vary from one property to the next. So it's up to you to make sure you find out what you will be responsible for and make sure it is written into the rental or lease agreement.

## **Deposits and Fees**

There are typically a number of deposits and fees that you will have to pay to the landlord. Generally, the deposits will be returned to you at some point if you meet certain conditions. On the other hand, fees typically are costs that are not refundable.

The most common deposit is the security (damage) deposit. Landlords charge tenants security deposits to protect themselves from financial loss. There is no limit to the amount a landlord may require as a security deposit. A landlord can increase the amount of the security deposit at any time during a "month-to-month" tenancy, but only if the tenant is given proper advance written notice (generally one rental period plus one day).

It is important to note that all or part of your security deposit may not be returned to you under certain circumstances. Make sure these circumstances are clearly defined in the written rental agreement. Examples include a tenant's failure to make final payments upon move out, damage to the rental unit beyond normal wear and tear, or a tenant's failure to leave a unit as clean as when they moved

Within 21 days of the end of your tenancy, a landlord must return a tenant's security deposit plus four percent interest, or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. 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. Please note that the security deposit cannot be used by the tenant to pay the rent.

### **Other common types of deposits and fees include:**

**Holding Deposit:** This is a deposit that a tenant pays to a landlord if the tenant cannot move into a rental unit right away. In making the deposit, the tenant agrees to rent the unit and the landlord agrees not to rent the unit to anyone else for a specified period of time. Be sure you have a written agreement that spells out how the deposit will be refunded and if the deposit is refundable if you should change your mind and not rent the unit.

**Pet Deposit:** If you have a pet, many landlords require an extra deposit to cover potential damage caused by pets.

**Application Screening Fee:** This is a fee which a landlord may charge to cover his or her cost of obtaining credit or reference information about you prior to move in.

***Remember:*** It is very important that all deposits and fees be spelled out in



## **The Move-in Process — “THE WALK THROUGH”**

Before you move in, you need to inspect the unit along with the landlord and agree to the overall condition of the unit prior to move-in.

Your rental agreement should contain a provision for inspecting your new rental unit prior to moving in and as you move out. You and your landlord should inspect the unit together and agree on its condition. Some landlords may provide an inventory checklist to be used during the walk-through. The checklist is to be filled out and signed by you and the landlord. A sample checklist is provided with this workbook.

The checklist itemizes various items in your unit room-by-room, such as sink, counter surfaces, light fixtures, stove, etc. With each item you will note what the condition is at the time of your move-in. The same checklist will be used when you move out, and the condition will again be noted. After the move-in inspection is completed and you and your landlord sign the checklist, be sure to get a copy for your files.

Another Tip - Do you have a cell phone with a camera? Take pictures of problems with the apartment. Most pictures provide a date and time that the picture was taken. This can help prevent disagreements regarding when damage was noticed in an rental property.

There is a checklist provided in the following pages that you can use if one is not provided by your landlord. It is very important that you complete one and have the landlord sign the agreement. This can prevent issues that sometimes occur when you are moving out of a rental unit.





# INSPECTION CHECK-LIST

Landlord/Property Manager Name:	Amount of Security Deposit
Tenant Name:	Date Paid:
Address of Rental Unit:	

This form is designed to assist in recording the condition of a rental unit upon moving in and moving out. To be most useful, it should be completed in the presence of the property owner/landlord **and** the tenant. You should both keep a signed and dated copy for your records. You will be using this check-list when you move out to help you document the condition of the unit to get your damage deposit back.

For each line item, either check "OK" or describe any problems present.

<b>Move-in Condition</b>			<b>Move-out Condition</b>	
<i><b>Kitchen</b></i>	<i><b>OK</b></i>	<i><b>If not OK, describe problems</b></i>	<i><b>OK</b></i>	<i><b>If not OK, describe problems</b></i>
General Cleanliness				
Sink				
Counters				
Light fixtures				
Cabinets				
Oven/range				
Refrigerator				

Outlets				
Walls & Ceiling				
Floor				
Windows				
Other (describe)				
<b>Bath-room</b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>
General Cleanliness				
Toilet				
Sink				
Tub or Shower				
Mirror				
Water-proof floor				
Walls & Ceiling				
Outlets				
Window or fan				
Other (describe)				
<b>Living Room</b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>
General Cleanliness				

Walls & Ceiling				
Floor/ Carpet				
Light Fixtures				
Outlets				
Win-dows				
Other (describe)				

For each line item, either check "OK" or describe any problems present.

Move-in Condition			Move-out Condition	
<i>Bed-room #1</i>	<i>OK</i>	<i>If not OK, describe problems</i>	<i>OK</i>	<i>If not OK, describe problems</i>
General Cleanliness				
Walls & Ceiling				
Floor/ Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				

<b>Bed-room #2</b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>
General Cleanliness				
Walls & Ceiling				
Floor/ Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				
<b>Other Room</b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>	<b>OK</b>	<b><i>If not OK, describe problems</i></b>
General Cleanliness				
Walls & Ceiling				
Floor/ Carpet				
Light Fixtures				
Outlets				
Windows				
Other (describe)				

<b>Miscellaneous</b>	<b>OK</b>	<b>If not OK, describe problems</b>	<b>OK</b>	<b>If not OK, describe problems</b>
Heating system				
Water pressure				
Entry doors				
Locks				
Smoke detector				
Fire extinguisher				
Other (describe)				

Use the space below to note any disagreements to the checklist

I was present at the time of the inspection, and agree with the checklist, except as noted in the space above.

<b>Move-in</b>	<b>Move-out</b>
Date	Date
Landlord Signature	Landlord Signature
Tenant Signature	Tenant Signature

## Things To-Do List —

There are a number of things you need to take care of upon moving in. Check with the landlord to determine what your responsibilities are and what the landlord's responsibilities are. Your To-Do list might include:

- Contact the utilities companies to have the service put in your name.
  - ◊ Electric company
  - ◊ Gas company
  - ◊ Telephone company
  - ◊ City or County water/sewer/garbage service
  - ◊ Cable company
- Notify friends, family and creditors of your new address and phone number.
- Initiate newspaper service (if desired).
- Check to see that your name is placed on your mail box (if required).
- Complete change-of-address forms at the post office.

During your first month of tenancy, it's a good idea to introduce yourself to your neighbors and promote open lines of communication with them which can go a long way in avoiding unwanted disagreements in the future.

## Should I get Renters Insurance?

**Tip:** It is wise to purchase renter's insurance to protect yourself against theft and fire. As a renter or tenant, you need to only insure the personal possessions such as furniture and any other moveable items that belong to you. All of the other fixed items in the residence, which belong to the landlord and/or owner, are totally his or her responsibility. This is one of the reasons that renter's insurance is usually quite reasonably priced and affordable to where it won't break your budget. The renter's insurance premium only needs to cover your personal possessions that you have brought to the property. If the policy will break your budget, you may want to consider seeking out a lower cost rental unit to where you will have enough money left over to obtain the policy.

Since renter's insurance policies are usually quite affordable they can usually be obtained through many insurance agents right in the phone book yellow pages or you may want to search online to compare rates. Some agencies will indicate right in their ads that they sell renter's insurance, but usually agents who sell homeowners insurance policies will also sell renter's insurance as well.

It will be much easier to compare rates and get a more accurate quote if you prepare yourself before you make the calls for estimates. You will definitely want to make a list and take pictures or videos of all of your personal property items that you desire to cover with the renter's insurance policy. It's a good idea to separate your possessions into categories on your list and you should make a separate category for electronics, furniture, and miscellaneous household items. You should write down anything of value, no matter if it is something that is used everyday in your household or if it's stored in the garage, basement, or attic.

## **Rules to Live By: Tenant's and Landlord Responsibilities**

Once you move into your new home, you need to know your basic rules and responsibilities. Where do you find out about these rules, rights and responsibilities? A great place to start is your rental agreement.

Most landlords use very standardized rental agreements. They are typically very thorough and detail your legal rights and responsibilities, as well as those of your landlord. Certain rights and responsibilities are simply a matter of Minnesota law. The Office of the Minnesota Attorney General has an excellent publication titled: *Landlords and Tenants Handbook: Rights and Responsibilities*. There's one available in the Transition Coordinator Resource Library right here in the prison. You can also find one you can download for free on the Internet [www.ag.state.mn.us/consumer/housing](http://www.ag.state.mn.us/consumer/housing). Other rights and responsibilities may be unique to your agreement with your landlord. It is very important to carefully read and understand your rental or lease agreement.

If you have additional questions about your rights as a tenant - **Contact**



## ***Tips for being a Good Tenant***

1. **Guests:** One of the most common reasons a landlord moves a tenant towards eviction, beyond nonpayment of rent, is behavior of your guests. It is important for you to understand the fact that *you* are responsible for *your* guests' behavior *at all times*. Even if you don't want them there, even if you're not in the building at the time. The reason that individual is in the building (defecating in the hallways or screaming up to your window) is because of *YOU*. To remove that problem, the landlord must remove *you*. In order to prevent this, you can either keep your new home a secret from old relationships, or if this is not an option, move through the legal process to show your landlord you sincerely want to cure the problem, etc.
2. **Subleasing:** This also has to do with your guests. You are *NOT* allowed to have anyone that is not named on the lease live with you, no matter the situation. If a relative is coming into town for a few weeks to a month, let the landlord know. It is vital that you are open and honest with your landlord. Landlords often tell those coming out of transitional housing, or well-monitored housing with front desk etc., that this is your home, you may have guests, but anyone staying here longer than a week, they will ask both of you to leave *UNLESS* you speak with the landlord prior to the extended visit.
3. **Pest control:** Many apartment complexes fight the bed bug situation. Landlords will evict people because they are not only unwilling to work with them to remove the problem, but they are keeping the problem a secret. *MOST* pest control issues are not a house-keeping issue and should not be shame-based, especially bed bugs. If you do not tell the landlord what the situation is, "I am getting bitten," or "I noticed a funny bug under my sink" then the tenant is at stake for eviction or paying a large amount of fines if others become infested etc.



4. **Abide by your Rental Agreement:** Most agreements will discuss the rental amount per month, due dates, damage deposits, allowance of pets, guests, cleanliness, and maintenance. They will discuss utilities, garbage, noise requirements, etc. Read and understand what those expectations are. If you have questions make sure to discuss this with your landlord. Submit any disagreements or issues about the rental unit to the landlord in writing. This provides a paper trail when resolving issues.
  
5. **Communication:** Communication is critical with your landlord – as in any other relationship. Tell your potential landlord up-front about any poor previous rental history or criminal history. It is guaranteed they will find everything out anyway. If you are open-and-honest, they will be more likely to work with you and help you in the process. Even if you don't qualify for their building, they will have other connections. These connections can work in your favor or against you. While renting, let your landlord know about your financial hardships: perhaps you can't pay rent on time this month but you can pay it on the 10<sup>th</sup>. Let your landlord know prior and they may waive the late fee. Landlords dislike court, it's a significant amount of money and it's a stressful waste of time. If you are open with your landlord, you could avoid the fees and the legal ramifications by agreeing to leave the apartment in good condition on your own terms. Don't be afraid to sit down and talk with your landlord about your options. It will only get worse by avoiding them.

The housing market fluctuates. When vacancies are plentiful, renters are a commodity. Landlords need you. Sell yourself by being open, honest and professional. Convincing your potential landlord that you will be a great tenant and benefit to the building might just result in your signing your name on the lease.

It goes without saying that engaging in criminal activity at your rental property will more than likely cause problems with your landlord. However, if something happens that results in you being returned to the facility - **Make sure to contact your Landlord as soon as possible!** Your goal should be to leave that rental with a good relationship with the landlord so they will be an option in the future.

## **Moving out?**

Just like when you moved in, there are a number of things you need to take care of upon moving out. When it's time to move on, there are some important things to know about the move-out process. Most renters will need a substantial portion of their deposit refunded in order to afford the move to their next place of residence. If you expect to receive a refund of your deposit money, it is important that you refer to your rental or lease agreement and meet the conditions outlined.

- Contact the utilities companies to have the service discontinued at the rental unit you are moving out of (and possibly started at your new residence).
  - Electric, gas, and telephone company
  - City or County water/sewer/garbage service
  - Cable company
  - Notify friends, family and creditors of your new address and phone number.
  - Submit a change-of-address card with the post office so that your mail will be forwarded to your new residence.
- Leave a forwarding address with your landlord for your deposit money return.

## **Giving Proper Notice**

Your rental agreement will spell out the process for giving proper notice of your intention to move out. Check your agreement to see how many days notice you are required to give. Your notice, whether required by the rental agreement or not, should be given in writing. This will help avoid any disputes. Simply write a short note to your landlord stating that you intend to move out of your rental unit. You should state the date of the notice and the date you intend to move out. It is important to keep a copy for your records. It is best to deliver the notice to your landlord in person. If this is not possible, mail it by certified mail with return receipt requested.

## **For Month-to-Month Agreements**

If there is no provision in the lease stating how much advance notice must be given to end the tenancy, the law says written notice must be received by the landlord at least one full rental period before the last day of the tenancy. This means the day before the last rent payment is due. The effective date of the notice is the date it is received. If the notice is mailed May 31, it will not be received by the other party until at least June 1, and will be ineffective to end the tenancy by June 30.

For example, if a tenant who pays rent on the first day of each month (in a month-to-month agreement) wishes to leave at the end of June, the tenant must inform the landlord in writing on or before May 31. This is because May 31 is one day before the June rental period begins. No matter when during June the tenant actually leaves, the tenant is responsible for the entire month's rent. If the tenant or landlord misses the proper notice deadline - even by a day - the notice is void (no good) and the tenancy continues as if no notice was given.

## **Yearly Lease Agreements**

Procedures for ending the yearly lease agreement are generally written into the lease. Tenants with a definite term lease have to pay for the entire term no matter when they leave, unless the landlord agrees to accept new tenants who would take over the remaining payments. But some term leases have provisions allowing the tenant to "break" the lease. Often in such cases, the tenant is required to pay a "break-lease" fee - a sum of money and/or the tenant's security deposit.

Some definite term leases spell out what kind of notice is needed to end the tenancy when the lease ends. Typically this is a written notice presented 30 to 60 days before the lease ends. Often such a requirement is part of an automatic renewal provision. Automatic renewal means if the tenant does not give notice he or she can be held to an additional period of time - for example, one or two months.

## **Cleaning Up and Clearing Out**

As your move-out day approaches, it is important to schedule your time carefully. Keep in mind that you must get all your belongings moved out and still leave time to clean your rental unit before turning over the keys to your landlord by the day stated in your notice. This can get a bit crazy, especially if you're trying to coordinate with a specific move-in date at your new residence, attempting to get friends lined up to help with the move, and doing it all around your work schedule.

It is important that you be out of your rental unit on the day stated in your notice. Your landlord has probably already rented the unit to another person who may need to move in. Remember, if you plan to get a refund of your deposit money, you must clean your rental unit and leave it in the same condition as when you moved in (except for normal wear and tear). After cleaning the unit, you should schedule a final walk-through inspection with the landlord. This is a good time to take another look at the inspection list you used during your move-in walk-through inspection.

## **The Eviction Process: What You Should Know**

Landlords cannot forcibly remove tenants. In order to evict a tenant, a landlord must first bring an **Eviction Action**, or what used to be called **Unlawful Detainer** action against the tenant. This is a legal proceeding conducted in district court. To bring such an action the landlord must have a legitimate reason. According to Minnesota law, legitimate reasons can be nonpayment of rent, other breach of the lease, or cases where the tenant has refused to leave after notice to vacate has been properly served and the tenancy's last day has passed. In general, if a tenant does not pay rent on the day it is due, the landlord may immediately bring an Eviction Action, unless the lease provides otherwise.

With proper written notice a landlord can end a month-to-month tenancy unless the landlord is limiting a tenant's right to call the police for emergency assistance, or retaliating or discriminating against the tenant. Definite term leases can only be ended according to the notice specified in the lease, or if there has been a significant breach of the lease and the lease allows eviction for breach.

There are a number of steps landlords and tenants must take in an Eviction Action:

- The landlord must file a complaint against the tenant in district court. At least seven days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court.
- A court hearing must take place within seven to 14 days after the court issues the summons. At the hearing, both tenant and landlord will be asked to give their sides of the story.
- The judge will then deliver a decision. If the judge decides the tenant has no legal reason for refusing to leave or pay the rent, the judge will order the tenant to vacate the rental unit. If necessary, the judge will order a law enforcement officer to force the tenant out. If the tenant can show immediate eviction will cause substantial hardship, the court shall allow the tenant a reasonable period of time - up to one week - in which to move. A tenant may not seek or receive a delay based on hardship if the tenant is causing a nuisance or seriously endangering the safety of other residents, their property, or the landlord's property.

- If the Eviction Action has been brought only because the tenant owes rent, and the landlord wins, the tenant can still “pay and stay.” To pay and stay, the tenant must pay the rent that is past due (in arrears) plus interest (if charged), plus a \$5 attorney fee if an attorney represented the landlord, and finally, any “costs of the action.” Costs of the action means the filing fee (now about \$320) plus the process server fee, plus witness fees if one was subpoenaed (called) for trial; costs do not include other legal or similar fees for handling/processing the case as those are capped at \$5. It is important to note that this costs are subject to change.
- The court may give the tenant up to a week to pay the court costs. If a tenant has paid the landlord or the court the amount of rent owed, but is unable to pay the interest, costs and attorney’s fees, the court may permit the tenant to pay these amounts during the time period the court delays issuing a Writ of Recovery (eviction order).
- Following a motion by the tenant, the court may find that the landlord’s eviction case is without merit. The judge may then decide to expunge (remove) the eviction case from the court record. If a tenant screening service knows that an eviction case file has been expunged, the tenant screening service must remove any reference to that file from data it maintains or disseminates.
- It should be understood that only a law enforcement officer can physically evict a tenant. The landlord cannot do this. A Writ of Recovery - which is issued at the time the decision is handed down - must be posted on the premises at least 24 hours before the actual eviction. The law enforcement officer can show up to perform the eviction anytime after the 24 hours have expired.

### **Eviction for Illegal Activities**

Every oral or written residential lease now includes a requirement that the following activities will not be allowed on the premises: making, selling, possessing, purchasing or allowing illegal drugs; illegally using or possessing firearms; allowing stolen property; or allowing prostitution or related activities. A tenant violating this law loses the right to the rental property. An Eviction Action filed by a landlord for these reasons will be heard within five to seven days (rather than the usual 7 to 14 days.)

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.