

## Heat and Repairs

When a family pays its rent on time and in full, they have the right to a unit that is safe, healthy and fully functional. But, too often, renters in Minnesota have little recourse when their landlords do not provide timely and required maintenance or repairs that are included in their lease. HOME Line calls for the following policy changes to ensure that renter households have fair access to due process and the legal right to safe and healthy living conditions.

### CURRENT LANDSCAPE

#### Heat Code

HOME Line receives hundreds of calls each year about **lack of heat or inadequate heating**, which can have **serious health consequences**, particularly for children and seniors. Currently, there is a **hodgepodge of city-adopted minimum heat codes** for rental properties across the state, many of which simply require that heating equipment be able to heat units to a certain temperature, not that they actually maintain apartments at that temperature.

#### Emergency Repairs


Minnesota law lists only the following as **emergency issues**, allowing an expedited process to get into court:

- loss of running water
- loss of hot water
- loss of heat
- loss of electricity
- loss of sanitary facilities
- loss of other essential services (“essential services” serves as a catch-all, but is difficult to know what else might be covered)


#### Court Filing Fees

If a landlord fails to comply with repair orders/requests, **tenants can file a Rent Escrow in court for approximately \$70 to enforce their rights**. This is set by law at the same price as a small claims court to make it accessible. However, if a tenant has a serious emergency, such as no heat in the winter or being locked out of their home by the landlord, the tenant has to pay the full **court filing fee of \$300 for an Emergency Tenant Remedies Action (ETRA) or a lockout petition**.


### OUR PROPOSALS



Minnesota would have a **statewide minimum heat code**, enforceable both by city rental inspectors where applicable, and by individual tenants through their own private court actions. If the tenant does not control the heat, from **Oct 1 to April 30** the heating would be maintained at a minimum of **68 degrees Fahrenheit**.



The law would include, but not be limited to, the **following emergencies**: no working refrigerator; no working air conditioning (if rental was advertised as having air conditioning and included in the lease); loss of any conditions, services, or facilities that pose a serious and negative impact on health or safety; Notice of Intent to Condemn for unsafe/unsanitary conditions; non-working elevators; serious infestations<sup>1</sup>



Filing an Emergency Tenant Remedies Action / Lockout petition would be **the same cost as the lower small claims court filing fee for rent escrow**, making it more accessible for tenants facing serious and immediate housing repairs.

1- These are among the most common seriously harmful rental housing disrepair scenarios we hear from tenants throughout the state. Each situation can effectively cause displacement, detrimental health effects, or worse; and should be remedied quickly.