

Rental Property Owners Manual and Resource Guide



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PREPARED BY:
Minneapolis Police Department
Community Crime Prevention/SAFE
and
Minneapolis Housing Inspections Department

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Introduction

It may seem curious that the Minneapolis Police Department presents information on managing rental property. We do this because the nearly 16,000 licensed rental properties in the city have a great impact on crime and livability. In fact, city ordinances now make license holders and their agents responsible for controlling some illegal behaviors. We know from years of experience that owners/managers and their tenants are the only people who can determine what kind of behaviors will be allowed on rental property. We therefore work with owners, managers and tenants, and, when necessary, housing inspections and the courts to keep illegal behavior under control in our neighborhoods.

The responsibility for controlling certain illegal behaviors makes owning and managing rental property in Minneapolis a great challenge. But it's important to remember that property management is a business. The premise is always the same ---owners and renters enter into a legal agreement where services are offered for compensation. We keep the focus on sound business practices in this guide.

Not long ago, a simple handshake may have been enough to seal a rental agreement---but not anymore. Properly screening and selecting tenants, using well-worded and legally accurate leases, being fair and consistent with tenants, basing decisions solely on behavior, and responsibly enforcing lease violations are some of the sound management techniques that are the keys to the successful operation of any rental property.

We offer this information for you to use and learn from. However, we recommend that owners and managers get professional legal advice whenever it is necessary.

Thank you for making use of this guide. Your cooperation and commitment is vital in making our neighborhoods safe and appealing places to live.

Application Screening and Rental Management Information

HOUSING COURT DICTIONARY

Who's Who, What's What, and What Does it Mean?

WHO'S WHO

1. **Complainant/Plaintiff** - the party (a person, a partnership, or a corporation) that started the lawsuit by filing and serving the Complaint.
2. **Respondent/Defendant** - the party (a person, a partnership, or a corporation) against whom the case is brought.
3. **Hearing Officer** - the person (here, almost always Ms. Nancy Windsor) authorized by law to hear certain cases. In Housing Court, the Hearing Officer hears cases that are defaults for nonpayment of rent and some settlements or stipulations about nonpayment cases.
4. **Referee** - a person appointed by the chief judge to hear and determine certain cases. Here, the Referee hears any and all cases regarding housing, including Eviction Actions, tenants' remedies, rent escrows, criminal Housing Code violations, and emergency relief cases. All decisions made by a Referee are subject to review by a District Court Judge.
5. **Court Reporter** - the person who takes down each and every word said in court "on the record" and, when necessary, produces a transcript of what happened at the hearing.
6. **Clerk** - the administrative staff person who calls the calendar, organizes the files, keeps track of the cases, and initially identifies certain possible defects in either party's compliance with the Rules.
7. **Deputy/Bailiff** - the uniformed Hennepin County Sheriff who "keeps the peace" and is available to deal with any threat to the peace, both inside and immediately outside the courtroom. If you sense any impending disturbance, let the Deputy Sheriff know.

WHAT'S WHAT

1. **Eviction Action (formerly Unlawful Detainer)** - a lawsuit brought by a party claiming that she/he has a right to possession and control of identified premises, usually an apartment, and that the other party ought to be ordered out (evicted) from the premises.
2. **Complaint** - This is the legal document, signed under oath by the Plaintiff or her/his authorized agent, notifying the Court and the Defendant what facts form the basis for the Plaintiff's Eviction Action lawsuit.
3. **Summons** - the Order from the Court Administrator to the Defendant telling her/him to come to court to respond to the Complaint, which must be attached to the Summons.
4. **Service** - the process by which someone who is being sued receives copies of the Complaint and the Summons, telling her/him when to come to court. In Housing Court, service must usually be done by someone who is not a party to the lawsuit, physically handing a copy of the Summons and Complaint to the Defendant; this is called "personal service". If the Defendant cannot be found, service can be accomplished by "substitute service", or by mailing and posting.
5. **Substitute Service** - When the actual person being sued is not personally served, she/he may properly be served by handing the Summons and Complaint to "a person of suitable age and discretion residing" at the Defendant's home. Handing the papers to a guest, such as a babysitter or a visitor, is not satisfactory. Handing the papers to a child age ten may not be satisfactory, as that child cannot be presumed to comprehend the importance of a Summons and Complaint. Handing the papers to a 17-year-old daughter, however, would probably be satisfactory substitute service, as long as she lives in the Defendant's home.

6. **Mailing and Posting** - When neither personal nor substitute service can be accomplished, this third method of service is available. It is very technical. In summary, it requires two efforts to find the Defendant, followed by mailing the papers to her/him, followed by posting a copy at the front and rear entry to the premises.
7. **Short Service** - The three methods of service described above each must be completed at least seven days before the first court hearing, but no earlier than fourteen days before the first court hearing. Short service occurs when the service is completed too late or less than seven days before the hearing.
8. **Late Return** - This is when the Plaintiff does not return to the court, at least three days before the hearing, proof of proper service. The Court may dismiss the case based on late return.
9. **Proof of Service** - The person who actually accomplishes the service must state under oath, in an affidavit of service, that she/he did the proper tasks to accomplish "good service."
10. **Defective Service** - Unless the specific tasks required for service are done properly, there is defective service and the Court does not have jurisdiction or power to hear the case. A party may waive defective service by asking the Court to go ahead and hear the case anyway. Without such a waiver, the case may be dismissed.
11. **Answer** - The Defendant may file a written Answer, notifying both the Court and the Plaintiff exactly what the Defendant's response is to the facts in the Complaint. The Court may require a written Answer,
12. **Denial** - The Defendant simply denies what the Plaintiff says in the Complaint and asks for a trial.
13. **Affirmative Defense** - The Defendant denies or admits what the Plaintiff says in the Complaint, and says that there is a justifiable reason. This happens most frequently when the Defendant admits that the rent has not been paid, but raises the affirmative defense of "habitability". The Court will schedule a hearing on the affirmative defense.
14. **Discovery** - This is when the Court orders each party (each side) to give each other information about the facts before the trial, to avoid surprise.
15. **The Calendar** - The calendar is the daily list of all cases scheduled for hearing. In Housing Court, it is a computerized and usually includes notations written by the Clerks in the left-hand margin specifying problems in the file.
16. **Habitability** - This stands for the affirmative defense, in an Eviction Action, where the tenant basically agrees that rent has not been paid and states the rent money is being withheld because the landlord is not keeping the premises in good repair or up to code.
17. **Motion** - A motion is a request, by either party, to the Court about the case.
18. **Summary Judgment** - Either party can make a motion (a request) that the Court decide the case based solely on the pleadings or documents that have been filed. The party asking for summary judgment is basically saying that even if you presume that everything the other party says is true, the other party still could not possibly win and therefore the Court should award a judgment to the party making the motion, immediately and without any further hearing. Summary judgment is rare.
19. **Motion to Dismiss** - a Motion by the Defendant, prior to trial or during trial, to dismiss the case due to claimed defects or flaws in the Plaintiff's pleadings or based on the facts as they come out at trial.
20. **Pleadings** - Shorthand for all the documents filed at Court. With the Court's permission, pleadings may be amended or changed at any time.

21. **Stipulation** - An agreement between the parties to settle all or part of the case without further hearings. The Stipulation must be approved by the court. If it is approved, it becomes part of the Court's Order.
22. **The Housing Rules** - These are the Rules that set out some, but not all, of the procedures that must be followed in Housing Court.
23. **Writ of Restitution** - This is the Order, issued by the Court Administrator when ordered by the Court, directed to the Hennepin County Sheriff to compel someone to vacate certain specifically described premises, based upon the Plaintiff's successful Eviction Action lawsuit. When executing a Writ, the Sheriff posts 24-hours notice at the premises. If the person has not vacated within 24 hours, the Sheriff has the authority and duty to move the person out, by force if necessary. The Sheriff charges a fee to the party requesting the Writ, the Landlord.
24. **"A Stay"**, or "To Stay" something - The Court can determine that the Plaintiff/Landlord is entitled to a Writ of Restitution but "stay the writ" for a certain number of days. A writ stayed for 10 days, for example, means that the writ can not be issued by the Court Administrator until 10 days have passed.
25. **Motion to Quash** - this is the request of a tenant that the Court quash, or stop, the Writ, usually temporarily until a court hearing on whether or not the tenant has a good reason ("good cause") to not be forced to move.

This Dictionary is an effort to clarify what some of the terms and phrases commonly used in Housing Court actually mean. This list is fairly thorough, but it is neither exhaustive nor complete. If you do not know what something means, ask...

TENANT SCREENING AND RISK MANAGEMENT

The importance of tenant screening cannot be overstated. Screening will either confirm your impressions or expose false statements in an application. Your screening of prospective tenants should be consistently applied to every applicant and follow federal, state, and local laws.

1. Criteria for rental should be developed, clearly explained, and given to prospective tenants before applying. Consult your attorney for correct wording.
2. A complete rental application should be developed to include:
 - Full complete name. Include middle and maiden name. No nicknames
 - Home, cell, and work phone numbers
 - Date of birth, SSN# (check for 9 numbers) or ITIN # (9 numbers beginning with a 9), drivers license number
 - Current and previous address with name of landlord, apartment number, phone number, rent amount, rental dates
 - Current and previous employment with name of supervisor, address of company, phone number, dates of employment, wage, position at company
 - Emergency contact name and phone number
 - Financial information (name of bank and account number)
 - Automobile information and license number
 - Permission statement to verify information, check credit, rental history and employment
 - Signed and dated
3. Verify information with an original photo ID. Make copy of ID for records. Photo ID examples:
 - Permanent Resident Card
 - Drivers License or State ID Card
 - Student ID Card (I-20)
 - Voter Registration Card
 - U.S. Military Card
 - Passport
 - Alien Registration Receipt Card
 - Re-Entry Permit
 - Refugee Travel Document
 - Resident Alien Card
 - Temporary Resident Card
 - Border Crosser Card
4. Self employed or business owner applicant - ask for proof of income (tax forms, bank statement). Verify business with Secretary of State.
5. Red Flags
 - Refusal to completely fill out application
 - Refusal to provide necessary documentation
 - Rush to move in without a valid reason
 - Requests for ground floor or hidden unit

RENTAL MANAGEMENT INFORMATION GUIDE

1. Types of Leases

A legally up-to-date **written** lease is the cornerstone of proper management. Leases are nothing more than a civil contract between the owner and the tenant(s). As a rule of thumb, in housing court, if it's not in writing, it probably will not count as evidence. Avoid using verbal leases or "agreements", because it is very difficult to prove what was agreed upon. Properly written leases are difficult to dispute in court. It is essential to select a lease that reflects all current housing laws and rules of procedure. Such a lease will help protect an owners assets and legal liability. There are leases available that are approved by the State Attorney General's Office and recognized by Housing Court as an acceptable lease (meaning they usually are automatically accepted as evidence in housing court). An example is the Minnesota Multi-Housing lease.

It is suggested that owners use a **month-to-month lease agreement** with all new tenants (Section 8 leases must be one year in length the first year, but automatically roll over to a month-to-month lease at the end of the first year). Month-to-month leases allow the owner to terminate the lease agreement (without cause) by giving the tenant(s) a written 30 plus one day notice to vacate. The tenant can do the same.

The use of a month-to-month lease is also important, because terminating a lease prior to the end of any written or verbal agreement either requires cooperation by all parties involved or an Eviction Action filed in housing court by the owner. An Eviction Action currently costs in excess of \$300 to file. Once filed, the owner must prove in Housing Court that the tenant(s) violated a portion or portions of the lease agreement. This may require the owner to subpoena witnesses, present evidence, etc.

Rarely would an owner have to file an Eviction Action on a month-to-month lease. Examples for filing a EA on a month-to-month lease prior to the lease expiring would include serious criminal activity; such as drug dealing, illegal use or possession of weapons, prostitution or criminal damage to property etc. In these instances, waiting a month to evict may be too long to protect the safety of the tenants and the owner's investment. These cases will usually require police reports and/or written conduct notices to prove violations. Other less serious examples would be "non-payment of rent" and "fail to vacate upon notice". These are relatively easy cases to win in court, because the owner's evidence for eviction is either non-payment of rent or the written (30 plus one-day) notice to vacate, which was not honored. It should also be noted that the Eviction Action process can take approximately 2 weeks to over a month from beginning to end and if the owner loses his/her case, the problem tenant(s) are not evicted. This means that the owner must abide by the remaining length of the current lease agreement or start the eviction process over again.

2. Lease Agreement Lengths

It is important to note that, even though month-to-month leases are suggested for new prospective tenants, the owner may choose to increase the length of the lease agreement after the tenant(s) have proven themselves to be a responsible resident (this usually takes a year to properly evaluate).

****** It is understandable that many acceptable new tenants require a 6 months to a 1 year lease instead of a month-to-month lease, because they fear rent increases during that time period. Owners are encouraged to insist on a month-to-month lease, but add an amendment that states that unless terminated by either party, the owner agrees to not raise the monthly rent for a period of 6 months or 1 year, whichever is agreeable to both parties. This amendment offers the owner the control of a month-to-month lease and the stability many acceptable tenants require.

The length of a standard lease should not be less than a month and should not exceed one year. It should also be noted that month-to-month leases automatically renew themselves every month unless properly terminated in writing by the owner or tenant.

3. Using “House” or “Apartment” rules and “Resident Conduct Rules”

In order to hold tenants accountable for their behavior, tenants must know the rules of the house. The House or Apartment Rules are for general conduct in and around the property and first violations are usually considered minor. The Resident Conduct Rules are specifically designed to protect the health and safety of all residents and as stated, one violation could result in immediate eviction. A copy of the House or Apartment Rules and Resident Conduct Rules should be given to each tenant at the beginning of tenancy. Each accepted applicant or current tenant should be required to read, date and sign a copy stating that they understand the contents and will abide by them. Both originals placed in the tenant's office file and copies given to the tenant. A copy of the all House or Apartment Rules should be posted in the common areas of the property. All “rules” documents implemented should be noted in the lease agreement.

4. Using “Conduct Notices” for any lease violation

This is undoubtedly one of the most important steps when it comes to properly managing rental property. If the tenant(s) violates the lease in any way, the owner should give the tenant(s) a “conduct notice” or some call it a “lease violation notice”, whichever you prefer. This is a **written** warning that should be either **hand delivered** or **sent certified mail** to the violating tenant(s). The reason why we recommend either hand delivery or certified mail is because in order to use a violation as evidence in housing court, the owner will have to prove the tenant(s) involved received proper notice.

The notice should include:

- Which tenant(s) is involved
- Date and approximate time of violations
- What part (in detail) of the lease that was violated
- A statement towards the bottom indicating that this behavior can not continue and any additional violations could be grounds for eviction

This notice must be dated and signed by the owner/agent. If hand delivered, the owner/agent should have a witness present and the tenant(s) should be asked to sign it indicating that they had received it. If the tenant refuses to sign it write, “refused” in place of the tenant's signature and have the witness sign it. The original copies need to be placed in the tenant's office file. Conduct Notices can be used as evidence in housing court. Often, they are the only evidence owners have to present.

Owners should set up criteria for how many chances (conduct notices delivered) a tenant(s) has to correct negative behavior. An example would be—no more than three minor infractions and no more than two “same or similar” infractions in a one-year period.

For major infractions such as:

- Drug dealing, distribution and possession
- Illegal use or possession of weapons
- Felony assault or any other violent felony
- Physical or verbal threats of bodily harm towards management staff or other residents

For these offenses, it is recommended that owners adopt a zero tolerance policy of eviction after the first offense. **It is extremely important to be diligent, fair and consistent when dealing with lease violations.**

5. Responsible Owners

All responsible owners spend a lot of time on their property (day and night). This give the owner first hand knowledge of what goes on from day-to-day or week-to-week. It also tells the tenants and their guests that you, as the owner, are in control and concerned about what activity occurs on the property, condition of the property and who is visiting. The practice of “absentee landlord” is bad for business, sets the owner up for possible liability claims and totally ineffective.

Sample Rental Application

APPLICATION FOR APARTMENT OCCUPANCY

This application must be filled out completely. Driver's License or Photo ID required to complete application.

Office Use Only									
BUILDING ADDRESS: _____			APT # _____		REFERRED BY _____				
LEASE DATES: FROM _____ TO _____			MOVE IN DATE: _____		LEASING AGENT _____				
MONTHLY RENT\$ _____			GARAGE\$ _____		DEPOSIT DATE: _____		DEPOSIT AMT.\$ _____		
APPLICATION FEE \$ _____			(Fee is non-refundable)		(ONE PERSON PER APPLICATION PLEASE)				
APPLICANT LAST NAME			MAIDEN/PREFIX		FIRST			MIDDLE	
HOME PHONE			CELL PHONE			EMPLOYER PHONE			
SOCIAL SECURITY # OR INS #			DATE OF BIRTH		DRIVERS LICENSE #			STATE ISSUED:	
PRESENT ADDRESS			CITY			STATE		ZIP	
UNIT #	FROM	TO	RENT \$	LANDLORD/PROPERTY NAME			PHONE NUMBER		
PREVIOUS ADDRESS			CITY			STATE		ZIP	
UNIT#	FROM	TO	RENT \$	LANDLORD/PROPERTY NAME			PHONE NUMBER		
PRESENT EMPLOYER			PHONE #		POSITION			DATES	
ADDRESS			PART/FULL TIME		SUPERVISOR			SALARY	
PREVIOUS EMPLOYER			PHONE #		POSITION			DATES	
ADDRESS			PART/FULL TIME		SUPERVISOR			SALARY	
OTHER INCOME/SOURCE			PHONE #		CONTACT			AMOUNT	
ADDITIONAL OCCUPANTS					EMERGENCY CONTACT NAME & NUMBER				
VEHICLE INFORMATION			LICENSE #		YEAR		MAKE & MODEL		
Have you ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain:			Have you ever been evicted or asked to move? <input type="checkbox"/> Yes <input type="checkbox"/> No Have you ever refused to pay rent? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain:		Do you have a legal right to be in the United States? <input type="checkbox"/> Yes, I am a US Citizen. <input type="checkbox"/> Yes, I have valid documentation from the U.S. Dept. of Immigration and Naturalization (INS) that allows me to be in the country. <input type="checkbox"/> No		
Bank Name:			Phone:			Account #			
<p>I state the above information to be true and correct. I understand failure to complete this form completely and truthfully may result in denial and/or forfeiture of deposit. I authorize any federal, state, or local agency or business to release any information or materials needed to verify this application. I give my consent to inquire into my credit history, criminal background (count and state), current and former employers, current and former residential history. This authorization is for this transaction only and continues in effect for one (1) year unless by state law, in which case the authorization continues in effect for the maximum period, not to exceed one (1) year, allowed by law.</p>									
Signature _____					Date _____				
Return application to:									

RENTAL APPLICATION DENIAL FORM

Name of Property Owner or Manager

Address _____

Phone Number _____

Applicants Name _____

Applicants Address _____

Applicant's Phone Number _____

Unit Applied For _____

Rental Disqualifications

APPLICATION

- _____ Application incomplete
- _____ Application falsified
- _____ Rent equals more than- % of monthly income
- _____ Insufficient funds for deposit check
- _____ Insufficient fund check for application fee or credit check

RENTAL HISTORY

- _____ Negative landlord reference-current or past rental
- _____ Unable to verify current or past home ownership
- _____ Unable to verify current or past rental
- _____ Late or non-payment of rent-current or past rental
- _____ NSF check(s) used for payment of rent
- _____ Eviction-current or past rental
- _____ Unlawful Detainer-current or past rental
- _____ Property damage-current or past rental
- _____ Lack of proper notice-current or past rental
- _____ Lack of adequate rental history

EMPLOYMENT HISTORY

- _____ Unacceptable employment history
- _____ Unable to verify employment
- _____ Unable to verify income

CREDIT HISTORY

- _____ Unacceptable credit history
- _____ Lack of credit history
- _____ Unable to verify credit references
- _____ Unacceptable credit references

CRIMINAL HISTORY

- _____ Unacceptable criminal history

OTHER

- _____ Unable to rent under terms or conditions requested
- _____ Specify _____

This application was denied due to information from the following Credit Reporting Agency:

Name _____ Phone _____

Address _____ Fax _____

DONNA E. HANBERY
Hanbery & Carney, P.A.
33 South 6th Street, Suite 4040
Minneapolis, MN 55402
(612) 340-9855
(612) 340-9446/fax
hanbery@hnclaw.com/e-mail
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PROTECTING YOURSELF

I. ORAL OR WRITTEN LEASES

- A.** Oral leases may be “legal” or smaller properties (under 12 units), but written leases are always preferable. It is a petty misdemeanor for owners with multi-unit buildings of 12 units or more to fail to provide a written lease. It is good to set up the habit of doing things in writing.
- B.** Written leases can be orally modified, but confirm oral agreements with writing.
- C.** Execute new writing when an old lease expires, or write a letter extending the lease.
- D.** Must give tenant copy of written lease.
- E.** Prove you have made required lead disclosures.

II. PARTIES

- A.** An owner/authorized caretaker/manager may sign the lease.
- B.** Each renter should sign the lease. The lease should prove that each renter is responsible for full rent, not just their share.
- C.** Minors’ signatures a problem:
 - 1. A minor is liable only for actual occupancy up to age 18 and can ratify or renounce prior agreements when he/she turns 18.
 - 2. If you have minor renters, you should get a guarantee by an adult.
- D.** Statute § 504B.181 requires disclosure to renters of the name and address of:

- 1. The person authorized to manage premises.
- 2. The owner of the premises or agent authorized to be served and receive and give receipt for notices and demands.

This information is to be posted and disclosed in writing to renters.

It is a good idea for this information to be on the rental agreement and for the renter to be given a copy of the agreement. Many owners don’t give renters a copy. The requirements in the lease won’t be known to the renter without a copy and may not be binding.

New disclosure and posting are required when a new individual begins collecting rents, or a new owner, etc., comes in.

III. TERM

- A.** In residential leases, the term is generally for one year or less. Often it is month-to-month.
- B.** Month-to-month leases automatically renew unless the owner or the renter gives the other one month notice on or before midnight of the day the rent is due.

- C. A lease can provide for automatic renewal, but statute [§ 504B.145] requires that the owner notify the renter that the lease will automatically renew or such provision is invalid. The owner must:
1. Give written notice within 15 but no more than 30 days before renewal.
 2. Give written notice personally or by certified or registered mail.
 3. Inform the renter by this written notice that an automatic renewal provision is in the lease.
- Even when notice is given, automatic renewals for lengthy period (e.g., 1 year) may not be enforced against the renter.
- D. If a renter stays on after the period of the lease and the owner continues to take rent, the renter becomes a month-to-month tenant.
- E. Note differences between lease “term” and leases with a 60 day or two month “notice period.” Although a two month/60 day notice period is common practice, some tenant advocates argue that this is not “legal” under the automatic renewal statute. These arguments can be avoided by adopting a 58 day notice period (anything less than “two months”) and/or by explaining to court that the notice period is not the same as the lease term.

IV. RENT

- A. If there is no provision for a rent increase in the lease, the rent can only be raised at the end of the term, and then with no automatic renewal. A month-to-month lease can raise rent on one-month notice, although additional time may be wise.
- B. Utilities and services not included in rent should be spelled out in the lease.
- C. Late charges or service charges can be imposed for late rents. Such fees should be kept reasonable to be enforceable. To be kept effective, collection should be enforced.

V. SECURITY DEPOSITS

- A. Statute § 504B.178 fully regulates security deposit and cannot be waived. The statute governs all advance payments, except those for advance rents, and includes cleaning, pet deposits, etc.
- B. The owner holds deposits and 5½% interest per annum up through April, 1992 and 4% through 4/30/96 then 3% until 8/1/03 and 1% per annum thereafter.
- C. The lease should broadly cover the uses for the deposit. The statute allows the owner to deduct funds:
1. To remedy renter defaults in payment of rent or other funds due to the owner per agreement.
 2. To restore premises to their condition at the beginning of the tenancy, ordinary wear and tear excepted.
- D. The agreement should specify all matters for which the owner is entitled to payment or reimbursement. The lease should require attorneys’ fees, repairs, etc.
- E. To document the condition of the premises, one should use a checklist of everything being cleaned and in order. If possible, have the renter sign the checklist when he/she moves in.
- F. The owner should have a checklist of things needing repair or cleaning, to be used on move-out.
- G. At the “termination of the tenancy” and after receipt of new address or delivery instructions, the owner must within three (3) weeks:

1. Return the deposit and interest; or
 2. Give a written explanation of the reason for withholding all or part of the deposit and return any balance not withheld.
- H.** If the renter brings action regarding the deposit, the owner has the burden of proving justification for withholding. If doesn't meet this burden, owner must pay:
1. Amount wrongfully withheld, plus
 2. An amount equal to such amount as damages and interest, plus
 3. If retention was in bad faith, up to \$200 in punitive damages.
- I.** The statute prohibits the renter from not paying all or part of the rent for the last month and "using" the security deposit. If the renter fails to pay all or part of the last month's rent, the statute creates a rebuttable presumption that this was done to use the deposit as rent. If the owner gives a written demand for the full payment and notice of the statute and the renter still fails to pay, the owner can recover as damages an amount equal to the amount of rent withheld that the owner would be entitled to withhold to remedy a renter default.
- J.** If the property is sold or transferred, the owner is relieved of liability by one of two acts:
1. Transfer deposits and interest (after permissible deductions) to the new owner and notify the renter of the transfer, giving name and address of transferee.
 2. Return deposit and interest to renter.

VI. OTHER TERMS

- A. A Lease is an Agreement.** Virtually any agreement the parties work out can be put in the lease.
- B. Right to Enter.**
1. The right to enter to make repairs; show premises; and in case of emergency. (But must comply with Minn. Stat. § 504B.211, Tenant's Right to Privacy Law. Except for emergencies, landlord may only enter rental premises for a "reasonable business purpose" after "making a good faith effort to give the tenant reasonable notice under the circumstances." Where entry occurs without prior notice and the tenant is not present, the landlord must disclose the entry by "placing a written disclosure. . .in a conspicuous place on the premises.")
- C. Assignment and Subletting.**
1. It is advisable to prohibit or require prior written permission. Prohibit unauthorized guests/tenants.
- D. Reimbursables.**
1. For damage; re-entering costs; attorneys' fees and court costs.
- E. Destruction, Fire, etc., to Premises.**
1. The owner may elect to hold the renter and rebuild or to not repair and have the lease and duty to pay rent end.
- F. Right of Re-Entry/Eviction Clause.**
1. Give the owner the right to evict the renter for defaults (other than nonpayment of rent) and for the owner to retake the premises but still hold renter liable for rent for the remainder of the term of the lease. Though courts are unlikely to let the owner claim the balance of the rent, they may let the owner collect for those months that he/she can't re-rent the apartment or for other losses. The owner won't have this right without this clause.

G. Alterations.

1. If the owner wants to restrict, he/she should specify.

H. Notices.

1. The owner may want to specify how the renter is to notify the owner and the owner notify management. Ask the renter to give written requests for repairs, etc. Hopefully, this will prevent the renter from showing up in court claiming he/she has asked for repairs for months.

I. Lead Disclosure.

1. **Effective September 6, 1996, owners of 5 or more dwelling units must make certain disclosures with respect to the sale or lease of housing built before 1978 with respect of any known lead-based paint or lead-based paint hazards in the units. The federal law will apply to owners of 4 or fewer dwelling units effective December 6, 1996. To comply with the federal law, landlords signing, or renewing leases must disclose any known information about lead-based materials to residents, distribute a pamphlet with such materials, and obtain a signed acknowledgment of distribution that is kept for three years as proof of compliance. Failure to comply with the new law can lead to an action for treble damages plus court costs and attorneys' fees. (Lead compliance materials can be purchased from the Minnesota Multi Housing Association, together with the MHA standard lease attached to this outline, by calling MHA at 952-854-8500.)**

J. Building Rules.

1. Incorporate building rules that can be changed from time to time (restrictions on pets, waterbeds, etc.). Separate set of rules can be very important. Building rules can be important places to put variables that relate to your particular community. Subjects covered by rules include, but are not limited to, parking, use of common areas, housekeeping and decorating subjects, building access and security issues or procedures, fire precautions, safety tips, how to handle requests for repair and maintenance, etc.

VII. STATUTORY TERMS

- A.** As noted regarding renewals and security deposits, there are terms imposed by statute that can't be waived. [§ 504B.161.] Owner promises:
1. Premises and common areas are fit for the use intended by the parties.
 2. To keep the premises in reasonable repair, except where disrepair is caused by the willful, malicious, or irresponsible conduct of the renter and/or the renter's guests.
 3. Keep the premises in compliance with health and safety laws of the state and localities, except where condition is caused by the renter and/or the renter's guests.
- B.** The obligation of the renter to pay the rent is conditioned on the owner's fulfillment of the above. The owner's failure to do so can be grounds for the renter's withholding rent or a defense to an unlawful detainer action. To prevent the renter from asserting this defense without basis, the owner could have a term requiring the renter to give written notice of repairs needed or conditions not in compliance.
- C.** Mutual covenant of landlord and tenant not to allow drugs, prostitution, or unlawful use or possession of a firearm on the premises. [§ 504B.171.] Violation of these covenants is grounds for immediate eviction of tenant. If a landlord violates these covenants, a tenant may file a tenant remedies action against landlord after giving landlord 14 days prior written notice.

DONNA E. HANBERY
Hanbery & Carney, P.A.
33 South 6th Street, Suite 4040
Minneapolis, MN 55402
(612) 340-9855
(612) 340-9446/fax
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LANDLORD'S DO-IT-YOURSELF EVICTION ACTION

- I. DO YOU HAVE A CASE?** Before you fill out the eviction action papers, you should determine whether or not you have a case. There are two questions to address:
- A.** Do you have a case as a matter of law? (For example, if you have a tenant with a one-year lease but no restriction on assignment, subletting, or unauthorized guests, the addition of another guest would not be grounds for a breach of lease case.) Grounds for eviction action:
 - 1. Nonpayment of rent. (May not apply to nonpayment of security deposit and other charges. Problems can arise where part payments of rent have been accepted.)
 - 2. Holding over after notice from either landlord or tenant.
 - 3. Breach of lease. (Need to have lease and “right to reenter” or “eviction” clause if eviction action brought in middle of the month or middle of lease term.)
 - B.** Can you prove it? Need actual witnesses with first hand information to prove case. Police reports from officers taking statements “after the fact” are not good evidence. Letters and even notarized statements from other witnesses are hearsay. Need to focus on facts you can prove. For example, you may suspect drug activity but cannot prove it. Yet could prove lease violation based on noise, violation of parking rules, or excess traffic.
 - C.** Special rules and requirements apply to certain subsidized housing programs, manufactured home lot properties, cooperatives and other special rentals. These special rules are beyond the scope of this outline.
- II. FILLING OUT THE EVICTION ACTION COMPLAINT.**
- A.** Plaintiff. The plaintiff must be the owner or a managing agent with current right of possession.

If you are not signing in the name of the legal owner, you need to show person named as plaintiff has right to possess property.

If owner or managing agent uses a trade name, you need to show compliance with assumed name/trade name registration statute (Minn. Stat. §§ 333.001-333.06--failure to comply can cost owners \$250 in costs).

If the plaintiff is a corporation, you may be required to get an attorney under court rules regarding unauthorized practice of law.
 - B.** Proper names of all defendants/adult occupants of premises. Birthdates. Law effective 8/1/96 requires landlords to provide birthdate or show birthdate not known.

Need to evict all residents. Cannot evict some but keep others. (Exception may apply in cases involving domestic violence and subsidized housing/Section 8 tenants under VAWA (Violence Against Women Act).

Should name all adult “possessors” of property whether or not they are under the lease.

If unknown adults, can name John Doe or Mary Roe but should provide some physical description to assist sheriff.

- C. Describe rental premises and specifically include street address or unit number. If the property is a duplex or other property that shares an address, be very specific in your description.
- D. Compliance with Minn. Stat. § 504B.181, subds. 1 and 2. Must be able to show compliance with statute to prevail in case. Local Housing Court rules for Hennepin and Ramsey Counties require the complaint to include a statement of compliance explaining how plaintiff has complied.
 - 1. Written notice to tenant.
 - 2. Posting.
 - 3. Actual knowledge of tenant. If plead actual knowledge, put something in complaint to show why tenant would have this knowledge.
- E. State facts or grounds for recovery. (See paragraph 1a above.)
 - 1. If this is an action for rent, state amount of rent and the date rent is due. If rent for more than one month is due, state specifically the amounts and time periods covered.
 - 2. Hold over/termination. If you are alleging a hold over, Hennepin and Ramsey Counties” rules require that you attach a copy of the notice or provide a copy of the notice to the tenant at the hearing.
 - 3. Holding over after expiration of term of lease.
 - 4. Breach of lease. Be specific about what term of lease or rules tenant breached. It is not adequate to simply allege “breached lease.” Housing Court rules for Hennepin and Ramsey Counties require that a copy of the lease must be attached to the complaint or provided to the defendant at the hearing unless the plaintiff does not have a copy of the lease.
 - 5. Illegal activities covenant. Under Minnesota law, certain criminal violations (drugs, prostitution, illegal gun possession) “void” a landlord’s or tenant’s right to possession. In most cases, it is preferable to prove a breach of lease where you suspect drugs or criminal activity. But even if you do not have a lease, a violation of the drug covenant can be grounds to recover possession of the premises.
 - 6. Other. Nonlandlord-tenant cases such as holding over after execution sale, expiration of mortgage foreclosure redemption period, or contract for deed termination.
 - 7. Can combine actions for nonpayment of rent and lease violations. In such cases, tenant will not be required to pay rent into court. Court hears lease violation case first.
- F. Signature on complaint. Complaint must be signed before a notary by the plaintiff, the plaintiff’s authorized agent, or a duly licensed attorney. If an agent is signing the complaint, check with local rules to determine what is required by the court. **SEE ATTACHED FILL-IN-THE BLANK COMPLAINT FORM AND POWER OF AUTHORITY OR ATTORNEY.** The local Housing Court rules for Hennepin and Ramsey Counties provide power of authority must be attached to complaint at time of filing.
- G. Special rules apply if defendant is in “active duty” of military service or a dependent of someone in military.

III. FILING COMPLAINT. Bring a copy of the complaint for each tenant that needs to be served to the court and pay filing fee. The court will issue summons with date of hearing.

IV. SERVICE PROCEDURES AND REQUIREMENTS.

- A. Who can serve? Any adult, other than the plaintiff, can serve. Generally, caretakers can make service. BUT any person that is actively involved in issues in the case or** who may be a witness should NOT serve as the Referee may dismiss if server is a part of plaintiff's case.
- B.** Personal service. Can serve individual tenant anywhere (such as at work) when service is personally served on them.
- C.** Substitute service. Substitute service can be made if the defendant/tenant "cannot be found in the county" by serving:
 - 1. Person of suitable age and discretion who lives at the home of the tenant.
 - 2. Service must be made at the tenant's residence.
- D.** If service cannot be made personally or by substitute service, can go to posted service (also called "nail and mail"). These are the requirements:
 - 1. Must make two attempts to serve personally or by substitute service on two different days with one attempt between 6:00 p.m. and 10:00 p.m.
 - 2. Check local rules and practice and your timing (do you still have enough time?) to determine if must return to court before proceeding with posted service to have summons reissued. May need to pay reissue fee at time affidavit of attempted service made.
 - 3. Affidavit of two attempts to make service and affidavit of plaintiff, or agent or attorney, that defendant/tenant cannot be found in the county.
 - 4. Depending on local rule and timing, may get new summons and complaint to mail or may be able to use original summons and complaint. Must mail summons and complaint to tenant. Plaintiff or plaintiff's agent or attorney who mailed summons and complaint does affidavit of mailing.
 - 5. Affidavit of not found and affidavit of mailing must be filed with the court. After filing, summons and complaint can be posted on the premises.
 - 6. Affidavit of posting must be filed with the court. Housing Court rules for Hennepin and Ramsey Counties require affidavits to be filed by 3:00 p.m. three business days before the hearing.
- E.** Timing of service.
 - 1. Service cannot be made on Sundays or legal holidays.
 - 2. Service must be made no less than seven days before hearing date and no more than fourteen days before hearing date.
- F.** Special rules may apply where subsidized housing program involved. Generally must provide copy of papers and notices to sponsoring agency.

V. AFTER SUMMONS AND COMPLAINT SERVED BUT BEFORE HEARING.

Cautions and pointers:

- A.** Avoid actions that could "waive" or hurt your case.
 - 1. Acceptance of less than full amount of rent. In nonpayment of rent cases, want to

avoid accepting part payments unless have nonwaiver clause in lease and have clear (provable) agreement that you can proceed with case if full payment not made.

2. Breach of lease and hold over cases. Acceptance of rent (even by accident) can waive or destroy hold over or breach of lease case. Make sure accounting department knows not to accept rent payments from tenants where eviction action is pending. If payment received, notify tenant that payment not accepted.
 3. Different rule may apply for housing assistance payments made under certain subsidized lease programs.
- B.** In Hennepin and Ramsey Counties, Housing Court matters are heard by a referee. If you do not want your case heard by a referee, a request for a judge must be submitted 24 hours before the hearing.
- C.** Settlement options. You are always free to settle a case with your tenant by agreeing to a payment plan, voluntary move out date, etc. It is a good idea to get settlement agreements in writing.
- D.** Determine procedure for your county. Will you need to have your case ready to go to trial on the date in the summons? In Hennepin and Ramsey Counties, trials generally do not take place on the first appearance date but are set for a later date. Determine schedules of your witnesses and if subpoenas will be needed.

VI. INITIAL APPEARANCE AND TRIALS.

- A.** In Hennepin and Ramsey Counties, numerous eviction action cases are scheduled at one time. The first appearance is treated as initial appearance and contested cases are scheduled at a later date for trial.
- B.** Uncontested or default cases. The plaintiff may receive immediate writ for cases that are not contested or are default cases.
- C.** **Uncontested cases for rent can still result in redemption. Minn. Stat. § 504B.291, subd. 1, where action solely for nonpayment of rent, tenant can redeem by paying “rent then in arrears” plus filing fee, service fee, \$5.00 statutory attorneys’ fees, and late fees that court finds reasonable. Landlord entitled to immediate payment of rent in arrears but court may give up to one week to pay costs.**
- D.** Redemption not immediately available where plaintiff claims both lease violation and nonpayment. If court finds no lease violation, then tenant entitled to pay and redeem.
- E.** Landlord should not have to give tenant more than the day of court to pay rent. The court may urge landlord to wait longer but this is not required.
- F.** If case is contested, either party can request trial by jury. A jury fee may be required.
- G.** If defendant/tenant raises a defense where a trial on the issues are needed, landlord may request that rent withheld in reliance on defense be paid into court when rent comes due. (Housing Court Rule 608 for Hennepin and Ramsey Counties.)

VII. COMMON DEFENSES.

- A.** Procedural defenses (plaintiff/landlord failed to do any of the requirements discussed above relating to service, proper completion of form, filing of affidavits, etc.).
- B.** General denial. In other words, tenant asserts plaintiff/landlord cannot prove his or her case.
- C.** Affirmative defenses.
1. Nonpayment of rent defenses.

2. Fritz or habitability defense.

Landlord has failed to make repairs or comply with statutory covenants of habitability.

Here it is helpful for landlord to have a move in checklist signed by tenant or lease requirement that tenant give notice of repairs.

Can landlord show that any disrepair was due to damage by tenant?

If tenant shows landlord has breached covenant of habitability, court will abate rent so that a portion (up to all) of the rent goes to tenant with the balance to landlord.

1. Retaliatory rent increase. If rents were raised after tenant requested repairs or other rights under landlord-tenant law, landlord may need to prove rent increase was not retaliatory.
2. Inadequate notice of rent increase.
3. Failure by landlord to pay utilities where tenants have paid. Shared meter statute violation.
4. Excessive late fees.
5. Waiver of eviction by acceptance of rent.
6. Argument that amount claimed due as rent is not rent but some other amount (such as balance owed on security deposit).
7. Dismissal or stay required due to defendant being in active duty of military service.

D. Holding over after notice to quit defenses.

1. Inadequate or non receipt of notice.
2. Waiver of notice by acceptance of rent.
3. Beware of filing a holdover case and a nonpayment case. By filing a nonpayment case, this is the same as “demanding rent” and you will lose your holdover case.
4. Retaliation. Tenant alleges notice was given after tenant asserted rights as tenant under landlord-tenant statutes. If tenant did some protected conduct within 90 days, burden is on landlord to show good faith reason for termination notice.
5. Discrimination.
6. Special rules in mortgage, contract for deed, public housing, and mobile home park lot cases.

E. Breach of lease defenses.

1. Lack of reentry or eviction clause.
2. Waiver of breaches by accepting or asking for rent.
3. Issues where rules are violated but rules are not clearly part of lease or rules changed during lease term.
4. Request for reasonable accommodation by “disabled.”
5. Retaliation.
6. Discrimination.
7. Special rules for public and subsidized housing, mobile home park lot rentals, etc.

VIII. PROVING YOUR CASE AT TRIAL.

- A.** Bring all records and documents with you to court. Have extra copies to use as exhibits.
- B.** Need eyewitnesses with “first hand” information. Signed and notarized statements are hearsay and will not be accepted.
- C.** Make sure witnesses saw, heard, or otherwise experienced first hand the facts you want to prove.
- D.** Special procedures and concerns where police officer’s testimony is needed and special issues with juvenile problems.
- E.** Try to have your employees/resident managers be in a position to be first hand witnesses.
- F.** Subpoenas. You can require witnesses to show up in court by serving them with a subpoena and paying a witness fee of \$20 plus current mileage rates per mile.

IX. POST TRIAL ISSUES.

- A.** If lose, have right to judge review where decision by Housing Court referee.
- B.** Appeal.
- C.** If win, tenant can request stay of writ of restitution for up to seven days.
- D.** If rent issue, tenant may still redeem.
- E.** Settlement will remain option.

X. SERVICE OF WRIT AND MOVE OUT.

- A.** Order and pay for writ. Writ taken to sheriff for service. Writ gives tenant 24 hours to move.
- B.** If tenant does not move, must schedule move out with sheriff. Have choice of using licensed and bonded moving company or doing inventory if personal property can be stored on premises.

INSTRUCTIONS FOR COMPLETING AN EVICTIION ACTION COMPLAINT FORM

1. Complete name, address and zip code of property owner
2. Complete names and dates of birth of each defendant.
3. Case number will be filled in by court clerk.
4. Fill in name of person (owner or owner's agent). Fill in the month and the year the landlord leased or rented to the tenant. Circle whether it's an oral or written agreement. Fill in complete address of the property, including apartment number, upstairs or downstairs. Indicate whether there is a garage or not by circling YES or NO. Fill in the city in which the property is located and fill in the zip code.
5. Fill in the dates the rental agreement is from and to and the dollar amount of the rent and the date that the rent is due.
6. Complete the name of the owner of the property.
7. Under number 3 on the form, A and B or C must be checked.
 - If A and B are checked, you must indicate where the information is posted.
 - If C is checked, you must indicate how the information in A was- made known to the tenants.
8. Under number 4 on the form, select either A,B,C or a combination.
 - If A is checked, you **must fill** in the months rent is owed and the amount of rent owed. You may fill in the other blanks as appropriate. The relevant statute allows the tenant to pay and stay if s/he bring[s] to court the amount of rent that is in arrears [overdue], with interest, costs of the action. and an attorney's fee not to exceed \$5, and by performing any other covenants of the lease.
 - If B is checked, circle whether the tenant was given or gave notice to vacate. Fill in the date the notice to vacate was served and the date when the tenant was to vacate the property.
 - If C is checked, fill in dates and specific details of how the tenant broke the terms of the rental agreement. **Attach a copy of the lease to the complaint.**
9. Fill in the Verification and Affidavit of Non-Military Status and the person signing the complaint form fills in his/her name and title.
10. Sign before a Notary Public or Court Clerk and fill in daytime phone number.
11. Present to Hennepin County Housing Court along with the fee (Fee Schedule) at:

Hennepin County District Court, Public Service Level
Civil Filing Intake Desk
300 South 6th Street, 2nd Floor
Minneapolis, MN 55487

Plaintiff(s)/Owner

Street Address

City/State/Zip

-VS-

EVICTIION ACTION COMPLAINT

Case No. _____

☐ **Mediation Requested**

Defendant(s) – include birthdate, if known

(NAME OF PERSON SIGNING COMPLAINT) states upon oath:

- 1) Landlord leased or rented to tenant(s) on _____, _____ by an ORAL/WITTEN agreement the premises at: _____ Apartment # _____, and garage YES/NO, in the city of _____, the state of Minnesota, Zip code _____, in the County of Hennepin. The agreement was from _____ to _____. The current rent due and payable under this agreement each month is \$ _____ due on the _____ day of the month.
- 2) The owner of the premises described above is _____.
- 3) Owner having present right of possession of said property, has complied with M.S.A. 504b.181 by:
 - ___ a. disclosing to tenant either in the rental agreement or otherwise in writing prior to commencement of tenancy the name and address of:
 1. the person authorized to manage premises AND
 2. an owner or agent authorized by owner to accept service of process and receive and give receipts for notice and demands AND
 - ___ b. posting in a conspicuous place on the premises a printed or typewritten notice containing the above information _____ (WHERE POSTED) OR
 - ___ c. the above information was known by tenant(s) NOT LESS than 30 DAYS before the filing of this action because: _____
- 4) Owner seeks to have the tenant evicted for the following reasons:
 - ___ a. The tenant is still in possession of above premises and has failed to pay rent for the month(s) of _____ in the amount of \$ _____, plus _____ in the amount of \$ _____, for a total of \$ _____.
 - ___ b. The tenant has failed to vacate property after tenant WAS GIVEN/GAVE written notice to do so. This notice was served on TENANT/LANDLORD on _____ and tenant WAS GIVEN/GAVE notice to vacate the property by _____.
 - ___ c. The tenant has broken the terms of the rental agreement with property owner by: (be specific)

- 5) The property owner seeks judgment against the above tenant(s) for restitution of said premises plus costs and disbursements herein.

Verification and Affidavit of Non Military Status

_____, being duly sworn, says that ___ he is _____ plaintiff in this action, that ___ he has read the complaint and that it is true of h _____ own knowledge; that defendant(s) is/are not now in the military of the United State, to the best of h _____ information and belief.

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signed: _____

Daytime Phone: _____

Notary Public/Court Clerk

POWER OF ATTORNEY IN FACT

Name of Entity

I, _____, _____, of
Name Title of Authorized Position Held

Name of Entity

Corporation, Partnership, Sole Proprietorship, Association (**circle one**) duly authorized to do business in
the State of Minnesota hereby appoint and authorize:

Name or Names of Employees

as attorney in fact for the business, to commence, prosecute, defend, satisfy or settle and claim or cause
of action brought by or against said business in the _____ Court
of Hennepin County, State of Minnesota, and to execute on behalf of the business any and all documents
and pleadings necessary to accomplish said purpose.

Date: _____

Signature

Title

Subscribed and sworn to before me this

_____ day of _____, 20 ____ .

Notary/Court Clerk

Rental Management Forms

Sample Rental License Application (Subject to Change)

Rental License Application

INDIVIDUAL APPLICATION REQUIRED FOR EACH BUILDING
PLEASE COMPLETE SECTIONS 1 THROUGH 9

Section 1

Property Information

Rental Property

Property Identification

Address: _____

Number(PIN): _____

PIN can be found on property tax statement or at www2.co.hennepin.mn.us/pins/addrsrch.jsp - Required for Condo Units

Number of Rental Units: _____ Dwelling Units _____ Rooming Units _____ Shared Bath Units _____ Condo Units

DWELLING UNIT: Any habitable room located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for sleeping, cooking and eating.

SHARED BATH UNIT: Dwelling unit which does not contain a bathroom.

ROOMING UNIT: Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking of meals.

CONDO UNIT: Any dwelling unit within a Condominium, Townhouse or Coop Association.

Section 2

Owner Information

Business Name: _____

(Required if Applicable)

Name of Natural Person: _____

Chief Operating Officer/Owner

First

MI (Required)

Last

Date of Birth _____

Phone () _____

Month/day/year (Required)

Owner's Address _____

City _____

County _____

State & Zip Code _____

Section 3

Person Responsible for Maintenance & Management of this Rental Property

Enter below the requested information for the natural person responsible for maintenance and management of this property. This person must reside within the 16-county metropolitan area of: ANOKA, CARVER, CHISAGO, DAKOTA, GOODHUE, HENNEPIN, ISANTI, LESUEUR, MCLEOD, RAMSEY, RICE, SCOTT, SHERBURNE, SIBLEY, WASHINGTON AND WRIGHT. This person may also be the appointed agent/contact person for the property. A post office box or commercial mail service box are not acceptable as an address for such person. SECTION 244.1840 MINNEAPOLIS CODE OF ORDINANCES.

Name of Property

Manager

First

MI (Required)

Last

Date of Birth _____

(Required)

Daytime Phone () _____

Evening Phone () _____

Address _____

City _____

County _____

State & Zip Code _____

Section 4

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND I UNDERSTAND ALL MAILINGS FROM INSPECTIONS DIVISION INCLUDING THE ANNUAL RENTAL LICENSE BILLING STATEMENT WILL BE MAILED TO THE APPOINTED AGENT/CONTACT PERSON UNLESS INSPECTIONS DIVISION IS NOTIFIED OF ANY CHANGES.

Signature of Owner _____

Date _____

Signature of Person responsible for Maintenance/Mgmt

must be notarized.

If Other Than Owner

(Space reserved for Notary Stamp)

Signature of Property Manager if other than owner _____

Date _____

Subscribed and sworn to before me on this _____ day of _____, 20____

_____, Notary Public, _____ County

Caution: Your signature as Property Manager on this form will make you responsible for the maintenance and management of this rental property.

New Owners: Attached proof of ownership (i.e. copy of Certificate of Real Estate Value or HUD Statement or Bill of Sale).

Please check the appropriate boxes below:

- ☐ I certify that there are no delinquent property taxes for this rental dwelling.
- ☐ I certify that there are no delinquent assessments for this rental dwelling.
- ☐ I certify that there are no active arrest warrants for a Minneapolis Maintenance Code or Zoning Code violation pertaining to any property on which the licensee, applicant or property manager has a legal or equitable ownership interest or is involved in management or maintenance.

Section 6

The licensee shall maintain a current register of all tenants and other persons with a lawful right to occupancy to a dwelling unit and the corresponding floor number, and unit number, and/or designation of such within the building.

Address where tenant register is kept:

Section 7

RENTAL LICENSE BUILDING SCHEME

- ☐ If this property is single family dwelling, check here.
- ☐ If this property is a duplex, check here. Is either unit owner occupied? _____ (yes or no)

How is each unit addressed?

Unit #1_____

Circle the unit that is owner occupied (if applicable)

Unit #2_____

(Building scheme not required for single family or duplex dwellings.)

- ☐ If this rental is a dwelling unit(s) within a townhouse, condo, or coop association check here. Completion of Section 8 is required.
- ☐ If this property is a leasehold coop, check here. Completion of Section 9 required.
- ☐ If this property is 3 or more dwelling/rooming/shared bath units check here. Completion of Section 9 required.

Section 8

CONDOMINIUM, TOWNHOUSE, COOP ASSOCIATION BUILDING SCHEME

For rentals within a condominium, townhouse, coop or leasehold coop association please use the grid below to indicate the address, unit numbers and property identifications numbers (PIN) for each rental dwelling you are licensing within the association.

Section 8 - continued

[illegible]

DIRECTIONS - APARTMENT BUILDING SCHEME (3 or more units)

See grid below, which can be used for your scheme. The floors are the column headings listed from left to right. The units on each floor should be listed from lowest to highest unit # along with the unit type in their appropriate column. For larger buildings, you may call 673-5856 for additional grid sheets or supply your own grid as long as it is formatted the same as the grid on the back of this form.

See grid below, which can be used for your scheme. The floors are the column headings listed from left to right. The units on each floor should be listed from lowest to highest unit # along with the unit type in their appropriate column. For larger buildings, you may call 673-5856 for additional grid sheets or supply your own grid as long as it is formatted the same as the grid on the back of this form.

[illegible]

Section 10

Rental License Fees

Fee Amounts per Building: The annual license fee for a rental dwelling license or provisional license is \$61.00 for the first rental dwelling unit and \$19.00 for each additional rental dwelling unit under common ownership in the same building. The licensing billing period is between **September 1st through August 31st**. New owners who have purchased their property after April 1st (during second half of license year) shall pay the prorated fee of 50%. A change in ownership shall require a new license application and payment of the license fee.

Dwellings Converted to Rental: Whenever a dwelling is converted to rental usage, the dwelling shall be promptly inspected for compliance with minimum housing standards. The fee for this required inspection is one thousand dollars (\$1000.00). This fee shall be in addition to the annual license fee. Exemptions: buildings containing 6 or more units; dwellings owned by nonprofit entity (as defined); new construction.

Operation of an unlicensed dwelling unit shall be subject to an additional administrative fee of two hundred fifty dollars (\$250.00) for the first dwelling unit, and twenty dollars (\$20.00) for each additional dwelling unit under common ownership in the same building. This fee shall be in addition to any other appropriate enforcement action or fees due. This fee shall apply 60 days after owner closes the sale of the rental property.

New Owners: *Attach proof of ownership (i.e. Copy of Certificate of Real Estate Value or HUD Statement or Bill of Sale).*

Make checks payable to:

Mail to:

FEE MUST ACCOMPANY APPLICATION.

Minneapolis Finance Department
Department of Regulatory Services
Inspections Division
250 South 4th Street
Minneapolis, MN 55415-1373

Section 11

Important Information

Section 244.2010: Every Licensee shall promptly notify the Department of Inspections of any changes in the names, addresses and other information concerning the person listed in the last license application filed with the department.

Section 244.2000(d): The owner of any dwelling which is required to be licensed by this chapter shall prior to the time of sale of said dwelling, notify the buyer in writing of all unabated orders and violation tags issued by the Department of Inspections pertaining to said dwelling, as well as the requirement of law that said dwelling, upon acquisitions by a new owner, must be licensed with the Director of Inspections. A copy of the notification shall be mailed to the Director of Inspections within five (5) days of furnishing the notification to the buyer. If the dwelling is owned by a corporation, an officer of said corporation shall carry out the notification required by this section. If the property is owned by more than one person, a notification by one of the owners shall satisfy this section. For the purpose of this section, "time of sale" shall be construed to mean when a written purchase agreement is executed by the buyer or, in the absence of a purchase agreement, upon the execution of any document providing for the conveyance of a dwelling required to be licensed.

Section 12

For Office Use Only

License/Provisional Number.....	_____
Operator	_____
Date Processed.....	_____
Fee Amount Paid	_____
___ New Construction/Certificate of Occupancy	___ Conversion
___ Code Compliance	___ Response to RFS
___ New Owner	___ Update Only
___ Other _____	

Revised: Feb 2008

RESIDENTIAL LEASE



THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS
CERTIFIED THAT THIS LEASE COMPLIES WITH THE
MINNESOTA PLAIN LANGUAGE CONTRACT ACT.

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect.

RESIDENT*: (list all persons, and their dates of birth, who will live in the apartment)

MANAGEMENT: (enter company name if applicable) _____

STREET ADDRESS OF PREMISES ("Apartment") _____

APARTMENT NO. _____ **DURATION OF LEASE** (enter number of months or month-to-month) _____

STARTING DATE OF LEASE _____ **DATE THIS LEASE ENDS** (if appropriate) _____

NOTICE PERIOD (the NOTICE PERIOD is one full month, unless this LEASE states a different notice period) _____

MONTHLY APARTMENT RENT \$ _____ **SERVICE CHARGE \$** _____

OTHER MONTHLY RENT CHARGES (e.g. garage) \$ _____

TOTAL MONTHLY RENT \$ _____ **SECURITY DEPOSIT \$** _____

UTILITIES INCLUDED IN RENT: ☐ Heat ☐ Hot and Cold Water _____

UTILITIES PAID BY RESIDENT: ☐ Electricity ☐ Telephone _____

(the following is required by Minnesota Statutes, Section 325G.36) _____

Authorized Manager of Apartment _____

Address _____

An owner of the premises or an agent authorized to execute this lease on behalf of the owner and to receive and give receipts for notices and demands is _____

Address _____

*Where appropriate, singular and plural nouns, pronouns, and verbs in this lease shall be construed to include both genders.

Additional Agreements (if any) _____

Management (acting as agent for owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this lease.

MANAGEMENT

(Resident)

(Resident)

by _____

(Resident)

Date Signed _____

Date Signed

Resident acknowledges receipt of the Lease by signature on this document

TERMS OF THIS LEASE

A. RENT

- PAYMENT:** RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.
- WHO IS RESPONSIBLE FOR RENT:** Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.
- DUTY TO PAY RENT AFTER EVICTION:** If RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: 1) the Apartment is re-rented; 2) the DATE THIS LEASE ENDS; or 3) if the Lease is month-to-month, the next notice period ends. If the Apartment is re-rented for less than the rent due under this lease, RESIDENT will be responsible for the difference until the DATE THIS LEASE ENDS or, if the Lease is month-to-month, until the end of the next notice period.
- LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** RESIDENT will pay the SERVICE CHARGE listed above if RESIDENT does not pay the full monthly rent by the 5th day of the month. RESIDENT also will pay a fee of \$20 for each returned check.

B. USE OF APARTMENT

- OCCUPANCY AND USE:** Only the persons listed above as RESIDENTS may live in the Apartment. Persons not listed as RESIDENTS may live in the Apartment only with the prior written consent of MANAGEMENT. RESIDENTS may use the Apartment and utilities for normal residential purposes only.
- SUBLETTING:** RESIDENT may not lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without prior written consent of MANAGEMENT.
- RESIDENT PROMISES:** 1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet, or allow his/her guests to do so; 2) to use the apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; 3) not to use or store on or near the Apartment any flammable or explosive substance; 4) not to interfere in the management and operation of the Apartment building; 5) that the Apartment, common areas, or area surrounding the building will not be used by the RESIDENT, any member of the RESIDENT'S household, any guest of the RESIDENT, or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess or use any illegal drugs; or to engage in prostitution or any prostitution related activity; or to unlawfully use or possess any firearm; or to allow any stolen property on the premises.

8. **WATERBEDS:** RESIDENT may not keep a waterbed or other water-filled furniture in the Apartment without the prior written consent of MANAGEMENT.
9. **PETS:** RESIDENT may not keep animals or pets of any kind in the Apartment without the written consent of MANAGEMENT.

C. CONDITION OF APARTMENT

10. **MANAGEMENT PROMISES:** 1) That the Apartment and all common areas are fit for use as residential premises; 2) to keep the Apartment in reasonable repair and make necessary repairs within a reasonable time after written notice by RESIDENT except when damage is caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 3) to maintain the Apartment in compliance with applicable health and safety codes except when a violation of the health and safety codes has been caused by the intentional or negligent conduct of the RESIDENT or his/her guests; 4) to keep the common areas clean and in good condition.
11. **RESIDENT PROMISES:** 1) Not to damage or misuse the Apartment or waste the utilities provided by MANAGEMENT or allow his/her guests to do so; 2) not to paint or wallpaper the Apartment, or make any structural changes in the Apartment without the prior written consent of MANAGEMENT; 3) to keep the Apartment clean; 4) to give written notice to MANAGEMENT of any necessary repairs to be made; 5) to notify MANAGEMENT immediately of any conditions in the Apartment that are dangerous to human health or safety, or which may damage the Apartment or waste utilities provided by MANAGEMENT; 6) that when RESIDENT moves out, the Apartment will be left in good condition, except for ordinary wear and tear; 7) not to remove any fixtures or furnishings supplied by MANAGEMENT without the prior written consent of MANAGEMENT; 8) to cooperate with MANAGEMENT'S efforts at pest control. This may include, among other things, RESIDENT'S emptying and cleaning cabinets, drawers and closets, pulling furniture away from walls and allowing exterminator to enter and treat the Apartment.
12. **SECURITY DEPOSIT:** Management may keep all or part of the security deposit: a) for damage to the Apartment beyond ordinary wear and tear; and b) for rent or other money owed to MANAGEMENT.
13. **DESTROYED OR UNLIVABLE APARTMENT:** If the Apartment is destroyed or damaged so it is unfit to live in due to any cause, MANAGEMENT may cancel this Lease immediately and may choose not to rebuild or restore the Apartment. If the destruction or damage was not RESIDENT'S fault and MANAGEMENT cancels this Lease, rent will be pro-rated and the balance will be refunded to RESIDENT.

D. DURATION OF LEASE

14. **FAILURE TO GIVE POSSESSION:** If MANAGEMENT cannot provide the Apartment to RESIDENT at the start of this Lease, RESIDENT cannot sue MANAGEMENT for any resulting damages but RESIDENT will not start paying rent until he/she gets possession of the Apartment.
15. **MOVING OUT BEFORE LEASE ENDS:** If RESIDENT moves out of the Apartment before the DATE THIS LEASE ENDS, RESIDENT is responsible for rent and any other losses or costs including court costs and attorney's fees.
16. **TERMINATION OF LEASE WITH SPECIFIED ENDING DATE:** If RESIDENT wishes to move out of the Apartment on the DATE THIS LEASE ENDS, RESIDENT must give MANAGEMENT prior written notice equal to the NOTICE PERIOD. If RESIDENT fails to give proper notice, MANAGEMENT may a) extend the Lease for one NOTICE PERIOD and b) raise the rent. If RESIDENT stays in the Apartment after the DATE THIS LEASE ENDS, with the approval of MANAGEMENT, and RESIDENT and MANAGEMENT have not renewed this Lease or entered in to a new Lease, this Lease shall be extended under its original terms except: a) the duration of the Lease shall change to month-to-month, and b) MANAGEMENT may raise the rent.
17. **TERMINATION AND ALTERATION OF MONTH-TO-MONTH LEASES:** When the Lease is month-to-month, MANAGEMENT and RESIDENT may terminate the Lease only by giving the other party written notice at least equal to the NOTICE PERIOD. Notice to cancel a Lease is effective on the last day of a month. MANAGEMENT may change any of the terms of a month-to-month lease, including the amount of rent, by giving RESIDENT written notice at least equal to the NOTICE PERIOD.
18. **MOVING OUT OF THE APARTMENT:** RESIDENT will be responsible for any damages when the Lease ends. If RESIDENT moves out after this lease ends, RESIDENT will be liable to MANAGEMENT for any resulting damages including court costs and attorney's fees.

E. RIGHTS OF MANAGEMENT

19. **EVICITION:** If RESIDENT violates any of the terms of this Lease, RESIDENT may be evicted immediately and without prior notice. If RESIDENT is evicted but does not move out voluntarily, MANAGEMENT may bring an eviction action. If RESIDENT violates a term of this Lease but MANAGEMENT does not sue or evict RESIDENT, MANAGEMENT may still sue or evict RESIDENT for any other violation of any term of this Lease. Under state law, a seizure from a tenant of an illegal object or substance, including drugs, constitutes unlawful possession of the Apartment by the tenant and is grounds for automatic eviction.
20. **EVICITION AFTER PARTIAL PAYMENT:** If RESIDENT is evicted, RESIDENT's expenses agreed to between MANAGEMENT and RESIDENT that, pursuant to Minn. Stat. §504B.291, subd. 1, are less than the full amount of rent due from RESIDENT does not waive MANAGEMENT'S right to sue RESIDENT for the balance of rent owed by RESIDENT for nonpayment by RESIDENT of balance of rent owed MANAGEMENT.
21. **ATTORNEY'S FEES AND ENFORCEMENT:** If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual and reasonable legal fees and expenses including fees paid to a collection agency, expenses, and court costs even if rent is paid after the lawsuit is filed.
22. **MANAGEMENT'S RIGHT TO ENTER:** MANAGEMENT or its authorized agents may enter the Apartment at any reasonable time to inspect, improve, maintain or repair the Apartment or to do other necessary work, or to show the Apartment to potential new RESIDENTS or buyers.
23. **MANAGEMENT'S LEGAL RIGHTS AND REMEDIES:** MANAGEMENT may use its legal rights and remedies in any combination. By using one or more of these rights or remedies MANAGEMENT does not give up any other rights or remedies it may have. Acceptance of rent does not waive MANAGEMENT'S right to evict RESIDENT for any past or existing violation of any term of this Lease.
24. **LEASE IS SUBJECT TO MORTGAGE:** The Apartment building may be mortgaged or may be subject to a contract for deed. RESIDENT agrees that the rights of the holder of any present or future mortgage or contract for deed are superior to RESIDENT'S rights. For example, if a mortgage on the Apartment building is foreclosed, the person who forecloses on the Apartment building may, at their option, terminate RESIDENT'S lease.

F. LIABILITY OF RESIDENT AND MANAGEMENT

25. **DAMAGE OR INJURY TO RESIDENT OR HIS/HER PROPERTY:** MANAGEMENT is not responsible for any damage or injury that is done to RESIDENT or his/her property, guests or their property that was not caused by MANAGEMENT. MANAGEMENT recommends that RESIDENT obtain Renter's Insurance to protect against injuries or property damage.
26. **ACTS OF THIRD PARTIES:** MANAGEMENT is not responsible for the actions, or for any damages, injury or harm caused by third parties (such as other residents, guests, intruders or trespassers) who are not under MANAGEMENT'S control.
27. **RESIDENT SHALL REIMBURSE MANAGEMENT FOR:** 1) Any loss, property damage, or cost of repair or service (including plumbing problems) caused by negligence or improper use by RESIDENT, his/her agents, family or guests; 2) any loss or damage caused by doors or windows being left open; 3) all costs MANAGEMENT has because of abandonment of the Apartment or other violations of the Lease by RESIDENT, such as costs for advertising the Apartment; 4) all court costs and attorney's fees MANAGEMENT has in any suit for eviction, unpaid rent, or any other debt or charge.
28. **WHEN PAYMENTS ARE DUE:** Any amount owed by RESIDENT is due when MANAGEMENT asks for it. MANAGEMENT does not give up its right to any money owed by RESIDENT because of MANAGEMENT'S failure or delay in asking for any payment. MANAGEMENT can ask for any money owed by RESIDENT before or after RESIDENT moves out of the Apartment.

G. MISCELLANEOUS

29. **FALSE OR MISLEADING RENTAL APPLICATION:** If MANAGEMENT determines that any oral or written statements made by RESIDENT in the rental application or otherwise are not true or complete in any way, then RESIDENT has violated this Lease and may be evicted.
30. **BUILDING RULES AND ATTACHMENTS ARE PART OF LEASE; NO ORAL AGREEMENTS:** Any attachments to this Lease are a part of this Lease. If a term of any attachment conflicts with any term of this Lease, the attachment term will be controlling. MANAGEMENT'S building rules are a part of this Lease, and MANAGEMENT may make reasonable changes in these rules at any time by giving RESIDENT written notice. No oral agreements have been made. This Lease and its attachments and any other written agreements are the entire agreement between RESIDENT and MANAGEMENT.
31. **NOTICES:** All RESIDENTS agree that notices and demands delivered by MANAGEMENT to the Apartment are proper notice to all RESIDENTS, and are effective as soon as delivered to the Apartment.

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead- and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention

Management's (Lessor's) Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Management has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the resident (check one below):

☐ Management has provided the resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Management has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's (Lessee's) Acknowledgment (initial)

_____ (c) Resident has received copies of all information listed above.

_____ (d) Resident has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

_____ (e) Agent has informed the management of the management's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information provided by the signatory is true and accurate.

Management Date

Resident Date

Management Date

Resident Date

Agent Date

Agent Date

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

1. Resident, any members of the resident's household, a guest or other person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the **illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance** (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident(s), any member of the resident's household, a guest or other person under the resident's control, shall not engage in **any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the said premises.
3. Resident or members of the household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in the **unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance** at any location, whether on or near the dwelling unit or otherwise.
5. Resident, any member of the residents' household, a guest or another person under the resident's control, shall not engage in any criminal activity, including **prostitution, criminal street gang activity, threatening, intimidating, or assaultive behavior** including but not limited to the **unlawful discharge of firearms**, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other residents and/or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This lease addendum is incorporated into the lease executed or renewed this day between Property Owner/Manager and Resident(s).

It is understood and agreed that a single violation shall be good cause for termination of this lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

Management Signature

Resident Signature

Date

Date



Welcome, New Tenant!

We hope you like your new home. We also hope you decide to get involved in the **apartment club** in the building.

Apartment and **block clubs** are a crime prevention program through the SAFE Unit of the Minneapolis Police Department. Getting to know your neighbors and learning crime prevention strategies are important keys to keeping yourself and the building safe.

If you would like more information about the apartment club in your building, call:

Apartment Club Leader

Phone #

The Management



Dear Neighbor,

I am the property owner of _____. As such I, like you, have an interest and concern about the community. I hope that we can be good neighbors and that you will contact me if there are any issues or concerns which arise in my building. I am interested in attending block club meetings that you may hold and will encourage my tenants to participate as well.

I look forward to hearing from you and hope that we can develop a relationship to build a safe and strong community.

Sincerely,

John Doe
1234 Main Street
Anytown, USA
(123) 456-7890



Dear Potential Resident,

Thank you for taking the time to look at the unit in our building. We hope that you will consider applying and will make this your new home. Our building and the neighbors on the block have a tradition of working together and with the police to keep the community a safe and strong. If you do consider moving into our property, I hope that you will participate in the local block club and in the community. You will find the neighbors caring people, as I have.

Sincerely,

John Doe
1234 Main Street
Anytown, USA
(123) 456-7890

RESIDENT CONDUCT RULES

The following rules are made in the interest of the health and safety of all residents. Everyone is expected to comply. Violations of these rules are grounds for immediate eviction.

1. Sale, possession, or possession with intent to distribute controlled substances (illegal drugs) on the premises will not be permitted and will be grounds for immediate eviction.
2. Repeated incidents, which disturb the peace of other residents, are prohibited.
3. Intentional or repeated damage to the building or property belonging to the owner or another resident's property is prohibited.
4. Theft from the owner or his/her agent or another resident is prohibited.
5. Keeping anything that may be considered a hazard to the health and safety of residents (such as gasoline or other highly flammable or explosive chemicals storage in a unit or on the property) without permission, is prohibited.
6. Possession of illegal weapons or any firearms is prohibited.
7. Any violent act or verbal threat to an employee of the building on or off the property or to another resident or guests of residents on the property is prohibited.
8. Do not prop open security doors at any time. Do not admit strangers through security doors.
9. Excessive police calls complaining about you, your family or your guests' conduct or behavior is grounds for eviction.
10. Tenants and guests must honor trespass notices issued by the management or an agent of the management.

A signed copy of these rules will be kept in each Residents file.

I have read the "Resident Conduct Rules" and fully understand and agree to abide by the contents.

Date

Applicant or Resident

Applicant or Resident

APARTMENT RULES

1. Residents are responsible for their guests. Parents are responsible for their children.
2. Your monthly rent is due and payable on or before the first of the month. Please make your checks or money orders payable to: _____.
3. Only the persons specified in the Apartment Lease can reside in your apartment. Additional occupants cannot reside in the unit without a signed written lease that is approved by Manager.
4. You need written permission from the Management for guests to stay more than 14 consecutive days.
5. No names other than those of a leased tenant are permitted on mailboxes.
6. Keeping a pet of any kind without permission is prohibited.
7. No children under the age of twelve (12) years are to be left unattended in the apartment or on the grounds.
8. If there is any damage done by your guests or children, you will be held responsible and must pay for all damages.
9. Bikes, tricycles, wagons, and all toys must be kept in your apartment or garage. If these items are left unattended outside the building or in the hallways, Management will discard them.
10. Congregating, loitering or playing in the hallways, entry steps, entrance area, back entrance steps, or parking lot is not permitted.
11. Screens shall not be removed from any window for any reason other than an emergency. Packages or other items cannot be delivered or passed through any windows.
12. Unnecessary horn honking at any time of the day or night by tenants or their guests is not permitted.
13. No motorcycle, moped, or bicycle riding will be allowed on the lawn or sidewalk. No parking of the above vehicles will be allowed on the lawn or sidewalks.
14. No loud music, loud parties or parties after 10 p.m. will be tolerated in your apartment or on the property.
15. No loud or profane language will be allowed on the premises.
16. All draperies or other window coverings must be compatible with the rest of the building. No sheets, blankets, or newspapers will be permitted.
17. Residents are responsible for placing all trash in the proper receptacle. Trash may not be left in the hallways or on the grounds.
18. Each adult resident will be provided with one entry door, apartment door and mailbox key. Residents are not to change, alter, or add additional locks or other security measures anywhere in the apartment or on the property without prior permission. If you desire different or additional security for your apartment door, patio door, storage locker or windows; please contact the Resident Manager. Depending on request, residents may have to pay for additional security measures. All additional security devices will remain the property of the property owner.

19. If you repeatedly lock yourself out of your apartment, there will be a minimum charge of \$5.00 per occasion. If this occurs after 10:00 p.m., there will be a minimum charge of \$10.00 per occasion and this is payable cash in advance. A minimum charge of \$5.00 will be charged due to lost keys.

Please have respect for all residents in your building.

I have read the “Apartment Rules” and fully understand and agree to abide by the contents.

Date

Applicant or Resident

Applicant or Resident

CONDUCT VIOLATION NOTICE

MANAGEMENT COMPANY AND BUILDING ADDRESS:		APARTMENT#
DATE OF VIOLATION:	APPROX.TIME OF VIOLATION:	
RESIDENT(S) INVOLVED:		

It has come to the attention of the Management that you, your family member or your guest are conducting yourself/themselves in a manner that violates the rules and policies set down for the operation of the property in which you reside, to wit: _____

We respectfully request that you immediately refrain from conducting this activity or face possible eviction. If you receive any additional CONDUCT VIOLATION NOTICES, we will commence immediate eviction of you and all other residents in your apartment. Please respect the rights of the other residents. If you have any questions, please contact the Management of your building.

Thank you for your immediate consideration and cooperation.

Date

Management or Agent

Resident

Witness

Resident

By signing this document, the resident(s) are not admitting fault to the violation(s) listed above, but merely acknowledging that they have read and fully understand the contents.

Prepared in duplicate: one copy to Resident(s), one copy to Management file.

PAST DUE RENT LETTER

(Tenant's Name)

(Tenant's Address)

Dear _____
(Tenant)

You are behind in your rent for the month/months of _____
at the rate of \$ _____/month for a total of \$ _____ past due.

Failure to resolve this by _____ will result in legal
action to evict you from the property.

(Owners' Name)

(Day Phone)

(Street Address)

(City)

(State)

(Zip)

Please Print

(Name of Person Completing Letter)

(Title)

(Phone)

I hereby certify that the information above is complete, true and correct.

(Signature of Person Completing Letter)

(Date)

I. A285-10

**NOTICE TO
TERMINATE TENANCY**
(NOTICE OF NON-RENEWAL OF LEASE)

To: _____
Tenant

Address

You and each of you are hereby notified that the tenancy of the premises occupied by you as tenant of in undersigned landlord, described as follows, to wit: _____

in the County of _____ State of _____, is hereby terminated on or before, and not later than midnight of, the _____ day of _____, 20_____ which is the last day of the rent period, and that on said day you be required by these presents to surrender the possession of said premises to said landlord or his agent named below. Upon your failure to do so, proceedings will be commenced to dispossess you and to gain possession of said premises together with such costs as may be allowed by law.

Dated at _____ County, State of _____
this _____ day of _____, 20_____.

LANDLORD

BY _____
AGENT

ADDRESS

CITY, STATE, ZIP

ZBHE

(Revised 1/04)

Dear

This will acknowledge your written notice dated _____ to vacate apartment

located at _____, by 12:00 noon on
_____.

It is necessary to complete the following items for the return of your security deposit:

- Your apartment must be left clean and undamaged. Any cleaning charges will be billed to you at \$20.00 per hour.
- All keys issued for your unit must be returned. \$85.00 will be charged if any of your unit or garage keys are missing.
- \$60.00 will be charged for EACH unreturned main entrance key, and \$15.00 will be charged for missing mailbox keys.
- Any unpaid late charges or delinquent rents must be reconciled.
- A forwarding address must be left with your Property Manager.

Please make your own plans for the disposal of all large household items you wish to discard. Sofas, mattresses and other furniture left by our dumpster will not be picked up by the garbage service without special arrangement. Costs billed to the landlord for disposal of these items will be deducted from your security deposit.

The following items should be completed to avoid cleaning charges:

- A. Walls** must be clean. A mild solution will remove ordinary dirt, grease, and marks. Large holes in walls or ceilings will be charged to the resident. Please do not fill your own nail holes—this will be done by our maintenance staff.
- B. Floors** must be absolutely clean. Please scrub thoroughly. Carpeting must be vacuumed well. Please do not shampoo the carpet.
- C. Closets** should be washed and particular attention given to marks from luggage, etc. Also, door tracks and all bi-fold doors should be wiped down.
- D. Kitchen cabinets** must be wiped out well. Clean out all crumbs, etc. Polish all exterior doors and knobs.
- E. Medicine cabinet** should be wiped out and mirror doors polished. Remove and clean light torture covers. Polish all.
- F. Refrigerator** must be absolutely clean. Please do not turn the refrigerator off. Instead turn the dial to “low” and close the door.
- G. Stove** must be clean and all pans free from grease and splash. This includes the racks, broiler pan, burner drip pans, and stovetop. Do not forget the vent hood above the range.
- H. Air conditioner frames** should be removed, scrubbed, and replaced. Wash the filter with mild soap and water.
- I. Bathroom tiles** should be sprayed with tile cleaner, rinsed, and dried. Clean floor with mild soap and water.
- J. Bathtub and fixtures** should be scrubbed down and rinsed well.
- K. Bathroom sink** should be scrubbed down and rinsed well. Remember to clean underneath.
- L. Toilet** needs to be cleaned inside and out. Remember to wipe down the base.
- M. Fan:** Unscrew and remove cover, rinse with warm water, brush, and replace.
- N. Electrical fixtures** should be washed clean and all burned out light bulbs replaced.
- O. Ceiling fans** should be free of all dust and dirt.
- P. Light switches** should be wiped clean of dirt and fingerprints.
- Q. Windows** should be cleaned on the inside and all tracks and sills cleaned out.
- R. Heating ducts** should be cleaned.
- S. Patios** should be cleaned and all debris removed. Clean inside and outside windows.
- T. Storage rooms and garages** should be cleaned and swept.
- U. Refuse** should be placed in the dumpster.

THANK YOU

Law Enforcement And Know Your Property

Title 12 Article XVI. RENTAL DWELLING LICENSES

244.2020. Conduct on Licensed Premises.

- (a) It shall be the responsibility of the licensee to take appropriate action, with the assistance of the community crime prevention/SAFE unit and other units of the Minneapolis Police Department, following conduct by tenants and/or their guests on the licensed premises which is determined to be disorderly, in violation of any of the following statutes or ordinances, to prevent further violations.
 - (1) Minnesota Statutes, Sections 609.75 through 609.76, which prohibit gambling;
 - (2) Minnesota Statutes, Section 609.321 through 609.324, which prohibits prostitution and acts relating thereto;
 - (3) Minnesota Statutes, Sections 152.01 through 152.025, and Section 152.027, Subdivisions 1 and 2, which prohibit the unlawful sale or possession of controlled substances;
 - (4) Minnesota Statutes, Section 340A.401, which prohibits the unlawful sale of alcoholic beverages;
 - (5) Section 389.65 of this Code, which prohibits noisy assemblies;
 - (6) Minnesota Statutes, Sections 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716, and section 393.40, 393.50, 393.70, 393.80, 393.90 and 393.150 of this Code, which prohibit the unlawful possession, transportation, sale or use of a weapon; or
 - (7) Minnesota Statutes, Section 609.72, and Section 385.90 of this Code, which prohibit disorderly conduct, when the violation disturbs the peace and quiet of the occupants of at least two (2) units on the licensed premises or other premises, other than the unit occupied by the person(s) committing the violation.
- (b) The community crime prevention/SAFE unit and the inspections division shall be jointly responsible for enforcement and administration of section 244.2020.
- (c) Upon determination by the community crime prevention/SAFE unit utilizing established procedures, that a licensed premises was used in a disorderly manner, as described in subsection (a), the responsible SAFE team shall notify the licensee by mail of the violation and direct the licensee to take appropriate action with the assistance of the community crime prevention/SAFE unit and other units of the Minneapolis Police Department to prevent further violations.

The established procedures manual is available to the public from the community services bureau of the Minneapolis Police Department.

- (d) If another instance of disorderly use of the licensed premises occurs within eighteen (18) months, if the premises contains between one (1) and six (6) distinct and separate residential units, or within twelve (12) months, if the premises contains more than six (6) distinct and separate residential units, of an incident for which a notice in subsection (c) was given, the responsible SAFE team shall notify the licensee by mail of the violation. The licensee shall submit a written management plan to the SAFE team within ten (10) days of receipt of the notice of disorderly use of the premises. The written management plan shall detail all actions taken by the licensee in response to all notices of disorderly use of the premises within the preceding twelve (12) months. The written management plan shall also detail all actions taken and proposed to be taken by the licensee to prevent further disorderly use of the premises. The notice provided to the licensee of the violation shall inform the licensee of the requirement of submitting a written management plan. That notice shall further inform the licensee that failure to submit a written management plan may result in the city council taking action to deny, refuse to renew, revoke, or suspend the license. The licensee or the listed agent/contact person for the licensee shall also successfully complete a property owner's workshop at the direction of and in accordance with a schedule set forth by the

SAFE team. Any costs associated with that workshop will be the sole responsibility of the licensee.

- (e) When required by paragraph (d), the rental dwelling license for the premises may be denied, revoked, suspended, or not renewed if the licensee fails to submit a written management plan that satisfies the requirements set forth in paragraph (d). An action to deny, revoke, suspend, or not renew a license under this section shall be initiated by the director of inspections in the manner described in section 244.1940, and shall proceed according to the procedures established in sections 244.1950, 244.1960, and 244.1970.
- (f) If another instance of disorderly use of the licensed premises occurs within eighteen (18) months, if the premises contains between one (1) and six (6) distinct and separate residential units, or within twelve (12) months, if the premises contains more than six (6) distinct and separate residential units, after the second of any two (2) previous instances of disorderly use for which notices were sent to the licensee pursuant to this section, the rental dwelling license for the premises may be denied, revoked, suspended, or not renewed. An action to deny, revoke, suspend, or not renew a license under this section shall be initiated by the director of inspections in the manner described in section 244.1940, and shall proceed according to the procedures established in sections 244.1950, 244.1960, and 244.1970.
- (g) No adverse license action shall be imposed where the instance of disorderly use of the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within thirty (30) days after a notice is given by the licensee to a tenant to vacate the premises, where the disorderly use was related to conduct by that tenant or his/her guests. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensee. A notice to vacate shall not be a bar to adverse license action unless a copy of the notice is submitted to the SAFE team within ten (10) days of receipt of the violation notice. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued by the director of inspections at any time if it appears that the licensee has taken appropriate action to prevent further instances of disorderly use.
- (h) A determination that the licensed premises have been used in a disorderly manner as described in subsection (a) shall be made upon substantial evidence to support such a determination. It shall not be necessary that criminal charges be brought to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.
- (i) The public safety and regulatory services committee shall review section 244.2020 three (3) years after the effective date of these revisions to determine its impact upon both landlords and tenants, and to recommend any changes which may be appropriate. The directors of regulatory services and the community services bureau shall keep records of all actions and proposed actions under Section 244.2020 to facilitate the committee review required herein. (90-Or-235, § 6, 9-14-90; 91-Or-071, § 1, 4-26-91; 92-Or-019, §§ 1, 2, 2-21-92; 95-Or-097, § 5, 6-30-95; Ord. No. 98-Or-142, § 1, 12-4-98; 99-Or-163, § 13, 12-17-99; 2004-Or-112, § 2, 10-8-04; 2005-Or-142, § 1, 12-23-05)

RENTAL LICENSE ORDINANCE INFORMATION

1. EFFECTIVE DATE

The effective date of the ordinance was January 1, 1991.

2. GENERAL PROVISIONS

- A. The license allows the owner to operate rental units.
- B. A license is required for every rental dwelling, including single-family rental dwellings and rental units in owner-occupied duplexes, and also rooming and shared-bath units, unless they are in licensed lodging houses.

3. PROCEDURES

- A. Housing Inspection Services will issue a provisional license upon receipt of a completed application and payment of the proper fees. A rental dwelling license must be obtained for any property let, or offered to let, to another.
- B. A provisional license will allow continued occupancy until the city inspects the property. The city will then decide to either issue or revoke the rental license based upon standards in the ordinance. Since it may take several years to inspect all of the rental dwellings in Minneapolis, provisional licenses may be renewed from year to year. Whenever a dwelling is converted to rental usage, the dwelling will be promptly inspected for compliance with minimum housing standards. The fee for this required inspection is \$1000.00. This fee will be in addition to the annual license and other fees. Buildings containing 6 or more units, dwellings owned by nonprofit entity (as defined) and new construction are exempt from this conversion inspection fee.
- C. All newly-constructed rental units or units undergoing a code compliance inspection must apply for a rental license after a certificate of occupancy or a code compliance certificate can be issued. A completed application and proper fee must be submitted to the Inspections Division.
- D. Fees for provisional licenses and approved licenses are identical. In owner-occupied buildings, only the rental units need to be licensed. The 2008 annual fee is \$61 for the first unit and \$19 for each additional unit.

4. INSPECTION POLICY

Section 244.1890 of the ordinance requires the Director of Regulatory Services to adopt a policy for the systematic inspection of all rental dwellings based upon certain factors. The factors are intended only as a guide to indicate which dwellings are likely to require inspection sooner or more frequently.

5. LICENSING STANDARDS

- A. A rental dwelling will be ineligible for a license if found to be substandard after an inspection. "Substandard" is determined by a point value system based upon the Housing Maintenance Code.
- B. A rental dwelling may be ineligible for a license if it is used contrary to its zoning, illegally occupied, contains too many units, or contains illegal rooming units.
- C. The ordinance also contains standards or conditions relating to disorderly conduct, crime, noisy parties, or other illegal activities by occupants. Implementation of this section was July 1991.

6. SANCTIONS

- A. If a building fails to meet the licensing standards in the ordinance, the license could be denied, revoked, suspended, or not renewed. The affected dwelling units would be vacated and not occupied until a license is granted. Operating or renting a dwelling unit without a license is considered a misdemeanor.
- B. The ordinance sanctions do not supersede other remedies provided by ordinance or state law, such as warnings, tags, condemnation, rent escrow actions, administrative citations and tenant's remedies action.

7. DUE PROCESS PROCEDURES

- A. If it is determined that the dwelling is substandard, Housing Inspection Services sends a Notice of Non-compliance to the licensee. The notice provides a certain time for correction of the deficiencies (60 days in the case of a substandard dwelling, 10 days for hazardous conditions, etc.). If the defects create an imminent hazard to health or safety, Housing Inspection Services may pursue further action.
- B. If the deadline for compliance expires without correction of the deficiencies, Housing Inspection Services will proceed with revocation of the rental license.
- C. The licensee may appeal within 15 days. The appeal application must be submitted with a fee of one hundred dollars (\$100.00). If appealed, the matter goes to the Rental Licensing Board of Appeals for a hearing. The Rental Licensing Board of Appeals is made up of 7 members drawn from various fields relating to housing. Hearings will be held before the Board, not before a City Council committee. The Board makes a decision and refers it to the City Council, which has final authority to issue, renew, revoke, or suspend a license.
- D. If there is no appeal by the licensee, the matter is referred to the City Council for final action to revoke (deny, suspend, or not renew) the license.

8. NOTICE TO TENANTS

- A. Tenants are informed of all Revocation actions against the license on the building.
- B. A notice to tenants of the final decision will be mailed to each known dwelling unit and posted on the building.

9. POSTING LICENSE CERTIFICATE AND TENANT REGISTER

- A. The licensee must post its license certificate conspicuously in a frame with a transparent cover.
- B. The licensee must maintain a register of all current tenants and persons with a lawful right of occupancy. The register must be available for review by the Department of Inspections.

Nuisance Ordinance vs. Nuisance Statute

The following is a comparison of the nuisance ordinance (M.C.O. 244.2020) and the nuisance statute (Minn. Stat. 617.80-89):

ORDINANCE

Application: Applies only to rental property, and only to property with either a license; a provisional license, or an application submitted for a rental license. Tenant or guest must cause nuisance.

Triggering events: Noisy party, 3 incidents in 12 months (unless diligently previously notified tenant to vacate). Prostitution, drugs, weapons (in accordance with Minneapolis Statute 244.2020), illegal liquor, gambling; a single incident may trigger.

How initiated: CCP/SAFE documents incident, sends letter to owner informing owner of incident.

Consequences: Administrative action to revoke license for 1 year. Recommendation is made by Inspections to PS&RS. Owner has 15 days to appeal to the Rental Dwelling Board of Appeals. If no appeal, or if lose appeal, recommendation goes to Council for action.

STATUTE

Application: Applies to all property. Also applies to "nuisance" persons. Tenant or guest need not commit nuisance, but such nuisance must have a nexus to the building.

Triggering events: Prostitution, disorderly house, drugs, weapons (in accordance with Minneapolis Statute 244.2020), illegal liquor, gambling. Need proof of 2 or more separate behavioral incidents committed within the building within the previous 12 months.

How initiated: Often comes to prosecuting attorney's attention through CCP/SAFE, other area of Police Department, or community. Prosecuting attorney (attorney general, county attorney, or city attorney) sends owner notice of nuisance letter. After attempts at voluntary abatement fail, prosecuting attorney seeks injunctive relief through the courts.

Consequences: Prosecuting attorney may file a complaint in district court that could result in enjoining the use of the building for any purpose 1 year. Prosecuting attorney may also pursue unlawful detainer actions against tenants.

RENTAL LICENSE ORDINANCE AND 911

On January 1, 1991, the Rental License Ordinance was implemented in the city of Minneapolis. Part of the licensing standards is Section 244.2020, "Conduct on Licensed Premises," stating that the licensee has the responsibility to take appropriate action following conduct by person(s) occupying the premises which is deemed to be disorderly, in violation of any of ten Minnesota statutes or ordinances, which include prohibitions against illegal use of drugs, weapons violations, disruptive behavior, or noisy assemblies.

The Minneapolis Police Department and the Department of Inspections are jointly responsible for the enforcement and administration of this section of the ordinance. As a result of this joint responsibility, several misconceptions have developed about the use of the 911 system and its effect on licensing of properties. Several points need to be clarified.

1. Having several calls to 911 from your property does not necessarily put you on any city or county "nuisance list." If Community Crime Prevention/SAFE determines that your property was used in a disorderly manner, the responsible SAFE officer contacts you by mail and directs you to take steps to prevent further violations. One call usually does not trigger such action.
2. If your property is identified as the location for a 911 nuisance call, this will not adversely affect rental licensing unless there is documented evidence to indicate that the problem occurred on that property and it involved a tenant or guest.
3. If a resident does not know the exact address of a situation, the call should still be made and reported with whatever information is known. The operator will ask for the caller's name and address and record the address for future reference. Callers should tell the operator if they do not wish to be contacted by the police for further information.
4. Residents are encouraged to call 911 whenever they feel a response is needed from police, fire, or ambulance. If they only need information, call 311.

Quick Guide to Rental License Conduct on Premises

I. **Disorderly use which may result in the termination of a rental license**

- A. Gambling
- B. Prostitution
- C. Unlawful sale or possession of controlled substances
 - 1. A controlled purchase of a substance which tests positive for narcotics.
 - 2. Contraband seized pursuant to a search warrant, and/or an arrest.
- D. Unlawful sale of alcoholic beverages
- E. Noisy assemblies (Parties)
 - 1. There must be three verified noisy assemblies within the last 12 months, with the third one documented.
 - 2. Noisy assemblies must occur between the hours of 10:00 p.m. and 6:00 a.m.
 - 3. Documentation includes number of people in attendance, activity of people, location of disturbances on the premises, description of volume and type of noise.
 - 4. Items which may be used are witness/complainant statements, neighborhood impact statements, and any police action (arrests/citations).
- F. Unlawful possession, transportation, sale or use of a weapon
 - 1. A decision must be based on firm evidence of a weapons violation.
- G. Disorderly Conduct
 - 1. There must be three verified disorderly conducts within the last 12 months, with the third one documented.
 - 2. Documentation includes number of people in attendance, activity of people, location of disturbances on the premises, description of volume and type of noise.
 - 3. Items which may be used are witness/complainant statements, neighborhood impact statements, and any police action (arrests/citations).

II. **Rental licensing procedure**

- A. First Qualifying Incident - CCP/SAFE notifies licensee/s by certified mail of the violation and directs them to take the appropriate action. CCP/SAFE offers to assist and provides information to the licensee. County Attorney is able to assist landlords with eviction proceedings.
- B. Second Qualifying Incident - If a second incident occurs within 12 months of the first incident, a second notice will be sent and the licensee is required to submit a management plan to CCP/SAFE within 5 days.
- C. Third Qualifying Incident - If a third incident of disorderly use occurs within 12 months of the previous two incidents the following occurs:
 - 1. The three incidents are reviewed by CCP/SAFE, the City Attorney's office and the Inspections Division to insure that they meet the criteria for the license revocation.
 - 2. If the incidents meet the criteria, a notice of the recommendation to revoke the license is sent to the owner.
 - 3. The owner has 15 days to file an appeal.
 - 4. If the owner appeals the license action, a rental licensing hearing will be set.
 - 5. The rental licensing board will forward their recommendations City Council.
 - 6. Vote by the City Council to revoke the license.
 - 7. Revocation signed by Mayor.

III. **Documentation used for revocation**

- A. Police Reports for arrests and/or search warrants executed at premises
- B. Citizen complaints
- C. CODEFOR listing of 911 calls regarding illegal activity
- D. Photographs or video-tapes of drug traffic and sales
- E. Any other pertinent documentation or information that a tenant or guest used the premises in a disorderly manner

Rental licensing conduct on premises deals with public nuisance offenses. In order for the nuisance to qualify, neighborhood residents must be negatively impacted. This process depends on residents to call in to voice their concerns to resolve the issues.

HOW TO INTERPRET THE CALLS FOR SERVICE REPORT

Reading left to right, the columns are as follows:

- 1) The extreme left-hand column is labeled **EVENT #**. This is the Minneapolis Emergency Communications Center (MECC) tracking number.
- 2) The next column is **FLR**, for the building floor. (There will not always be an entry here.)
- 3) Next is the **APT** column, for when a multi-unit building is involved. It gives the apartment number where the officer(s) responded, if recorded. (There will not always be an entry here.)
- 4) The **DATE** column is next. This is the date of the incident.
- 5) The **TIME** column is next, in 24-hour or “military” time. For times greater than 1259 hours (12:59 p.m.), subtract 1200 from the number to obtain the p.m. time. (For example: 1300 - 1200 = 1:00 p.m.; 1630 - 1200 = 4:30 p.m.)
- 6) The next column is **NATURE**. This is the “Nature Code” of the call. It is a police shorthand for the type of activity to which the police car was sent. (Nature codes are listed below.)
- 7) The number in the **CCN** column is the Case Control Number for the incident. This is the Minneapolis Police Department’s internal number for tracking the case. All police and arrest reports are filed under this number.
- 8) Next is the **DISP** column, which shows the “Disposition Code.” This indicates the outcome of the incident (conditions found, actions taken, etc.), as called in by the squad officers. (Listed below.)
- 9) **SOURCE** indicates the source of the call (from 911, etc.). There may not always be an entry here.
- 10) The **UNIT** column is the number of the police car which responded to the call.

DISPOSITION CODES

ADV	Advised	NOS	No service
AOK	All okay	NTF	Notify
AOT	All quiet	PEM	Unit not sent
AST	Assisted	RFD	Refused service
BKG	Booking (an arrest)	RPR	Reprimand and release
CNL	Cancel (call cancelled)	RPT	Report made
DTX	Party to detox	SCK	Sick person
FAL	False alarm	SEC	Secured
FTC	Fail to clear	SNT	Sent one
GOA	Gone on arrival	TAG	Citation issued
INF	Information received	TOW	Vehicle towed
INS	In service	TRN	Transported one
LFT	Left one at the scene	UNF	Complaint unfounded
MES	Message delivered	WRN	Warning issued

NATURE CODES

ABITE	Animal bite	DROWN	Drowning
ABURGB	Attempted burglary of business	DOMESW	Domestic fight, with weapons
ABURGD	Attempted burglary of dwelling	DOWN	One down check for ambulance
AC	Animal call	E ELEV	Elevator emergency (one trapped)
ACHILD	Abandoned child	E HELP	EMS needs HELP
ALERT	Aircraft crash alert (possible)	EXPLOS	Explosion
ALRMA	Alarm (audible)	F ALRM	Fire alarm
ALRMAB	Alarm business	F BLDG	Fire in a building (assist fire department)
ALRMAR	Alarm residence	F GARR	Fire in a garage (assist fire department)
ALRMH	Alarm (hold up)	F GRAS	Grass fire
ALRMR	Alarm (recorded)	F VEH	Vehicle fire
ALRMS	Alarm (silent)	F HELP	Fire needs help
AOA	Assist other agency	F MISC	Miscellaneous fire
ASLT	Assault	F OTS	Fire outside
ASLTP	Assault in progress	F OUT	Fire out
ASTDIS	Replaces ASTINV	F SMKA	Fire smoke alarm
ASTEMS	Assist EMS (Urgent but not HELP)	FC	Firecrackers
ASTOFF	Assist an officer	FCHILD	Found child
ASUIC	Attempt suicide	FIGHT	Fight
ATTPU	Attempt pick -up (usually a law enforcement request)	FIGHTW	Fight with weapons
AUTOTH	Auto theft	FLEE	Fleeing suspect
BABY	Baby not breathing	FORG	Forgery
BAIT	Bait vehicle activation	HAZMAT	Hazardous material
BARGE	Loose barge	HEART	Heart attack
BOMB	Bomb (suspected)	HELP	Officer needs help
BOMBT	Bomb threat	HOTROD	Hotrodder (vehicle disturbance)
BOOK	Booking (police initiated arrest)	INDEX	Criminal sexual conduct (exposure)
BURGB	Burglary of business	INFO	Receive information
BURGBP	Burglary of business in progress	JUMPER	Bridge or building jumper (suicide attempt or threat)
BURGD	Burglary of dwelling	KIDNAP	Person kidnapped
BURGDP	Burglary of dwelling in progress	KIDTRB	Kid trouble
CHASE	Vehicle chase	LCHILD	Lost child
CKHAZ	Check for a hazard	LKIN	Person locked in (vehicle or building)
CKWEL	Check the welfare of a person	MEDIC	Medical assistance needed
CRASH	Aircraft crash	MISC	Miscellaneous (doesn't fit other codes)
COALRM	Carbon monoxide alarm	MPER	Missing person
CRANK	Crank 911 caller	MUSIC	Loud music disturbance
CSCM	Criminal sexual conduct (molester)	MYSDIS	Mysterious disappearance
CSCR	Criminal sexual conduct (rape)	NARC	Narcotics call
CURFEW	Curfew violation detention	NBRTBR	Neighbor trouble
CUSTRB	Customer trouble	NOPAY	Non-paying customer (left scene)
DABUSE	Domestic abuse (family or household assault or threats)	NOTIFY	Notification; deliver message
DAMPRP	Damage to property	OB	Maternity run
DIST	Disturbance (various types)	OD	Overdose
DK	Drunk	ODOR	Noxious smell; combinations include GDOR - gas order
DOA	Dead body		ODORIN - odor inside
DOMES	Domestic (family/household argument)	PARTY	Loud party causing a disturbance

NATURE CODES

(Continued)

PD	Property damage accident (vehicle)	SUSPAK	Suspicious package
PDHR	Hit & Run property damage (vehicle)	SUSPP	Suspicious person
PI	Personal injury accident	SUSPV	Suspicious vehicle
PIHR	Hit & Run personal injury accident	TENTRB	Tenant trouble
PKG	Parking problem	THEFT	Theft
PKGBD	Parking problem, blocked drive	THEFTA	Theft from an auto
PPI	Vehicle accident, possible injury	THEFTH	Theft holding (shoplifting)
PROWL	Prowler	THEFTP	Theft in progress
PERGUN	Person with a gun	THREAT	Threat made against another person
PERWEA	Person with a weapon	TLE	Traffic law enforcement (MV stop)
RDHAZ	Road hazard	TOW	Vehicle towed
RECPRP	Recovered property	TRANS	Transportation request
RECVEH	Recovered vehicle	TRESP	Trespassing
RETPRP	Retrieve personal property from former residence	TRFCN	Traffic control
RISK	High risk warrant served	TRUANT	Truancy, juvenile
ROBBIZ	Robbery of business	UNCON	Unconscious person
ROBBZP	Robbery of business in progress	UNKCEL	Unknown trouble from cell phone
ROBDWL	Robbery of dwelling	UNKTRB	Unknown trouble
ROBPER	Robbery of person	UNSBIZ	Unsecured business
S BLDG	Smoke inside a building	UNWANT	Unwanted person
SAFE	Problem address	WALKTH	Walk through a building
SEIZ	Seizure (medical)	WATEM	Water emergency
SHOOT	Shooting victim	WIREDN	Wires down
SHOTS	Sound of shots heard		
SICK	Sick person		
SLUMP	Person slumped over		
SOB	Short of breath (medical)		

LANDLORDS CAN BE RESPONSIBLE FOR DRUG-DEALING TENANTS

Under a new law, all tenants in residential property agree not to aid in the making or distribution of drugs any place on the property, and not to allow others under their control to do so.

The Information
in this section
provided by:

Community
Legal
Education
Program of the
Legal Aid
Society of
Minneapolis.

1. This law obliges all tenants not to sell drugs anywhere on the property. Any participation by a tenant in the sale of drugs violates the lease contract. This agreement cannot be waived. A landlord can evict because of drug-selling activities even if the rent is paid.
2. Landlords must file an unlawful detainer (UD) action to evict the offending tenant if the drugs seized have a retail value of \$100 or more. To succeed with the eviction, the landlord must be able to prove the tenant's involvement in selling drugs. It is a defense to the eviction if the tenant had no knowledge of the drugs nor could prevent their being brought onto the property.
3. Other tenants or neighbors can ask the landlord to evict drug dealers.

When a County Attorney notifies a landlord that a lawful seizure of drugs has been made, the landlord must begin an eviction of the tenant.

1. Although a County Attorney does not have to report to landlords all such seizures on their property, any landlord notified of such a seizure must evict the tenant even though the rent is paid and the lease is in effect. The landlord can ask the county attorney to handle the eviction.
 - A. Tenants and neighbors can ask the County Attorney to make it a routine practice to notify landlords of drug seizures on their rental properties.
 - B. Landlords must give written notice of this law to their tenants. The notice must be included in all new leases.
2. In certain cases the County Attorney can confiscate a rental property from a landlord:
 - A. If a landlord was notified by the County Attorney of a drug seizure from a tenant on his or her property, and within 15 days of the notice has failed to start an eviction or assign that right to the County Attorney;
 - B. If there is a second seizure of drugs involving the same tenant; and
 - C. If the drugs had a retail value of \$1,000 or more.

3. In certain cases, the County Attorney can choose to confiscate a rental property without waiting for two seizures of drugs:
 - A. If the property has been used, intended to be used, or has facilitated the manufacturing, compounding, delivering, importing, cultivating, exporting, transporting, or exchanging of drugs with a retail value of \$1,000 or more.
 - B. If the landlord has consented to drug sales or has been aware of them and did not take reasonable steps to stop them.
4. The County Attorney must file a separate action against the rental property itself. The landlord must have an opportunity to be heard.

If the landlord will not evict and the County Attorney will not force the eviction, other tenants or a neighborhood organization can use a Tenants Remedies Action to ask the court to appoint an administrator who will evict:

1. A demand letter must be sent to the landlord at least 14 days before filing in court.
2. Proof of drug activity must be offered to the court.

More information about the Tenants' Remedy Act is available through your local Legal Services office.

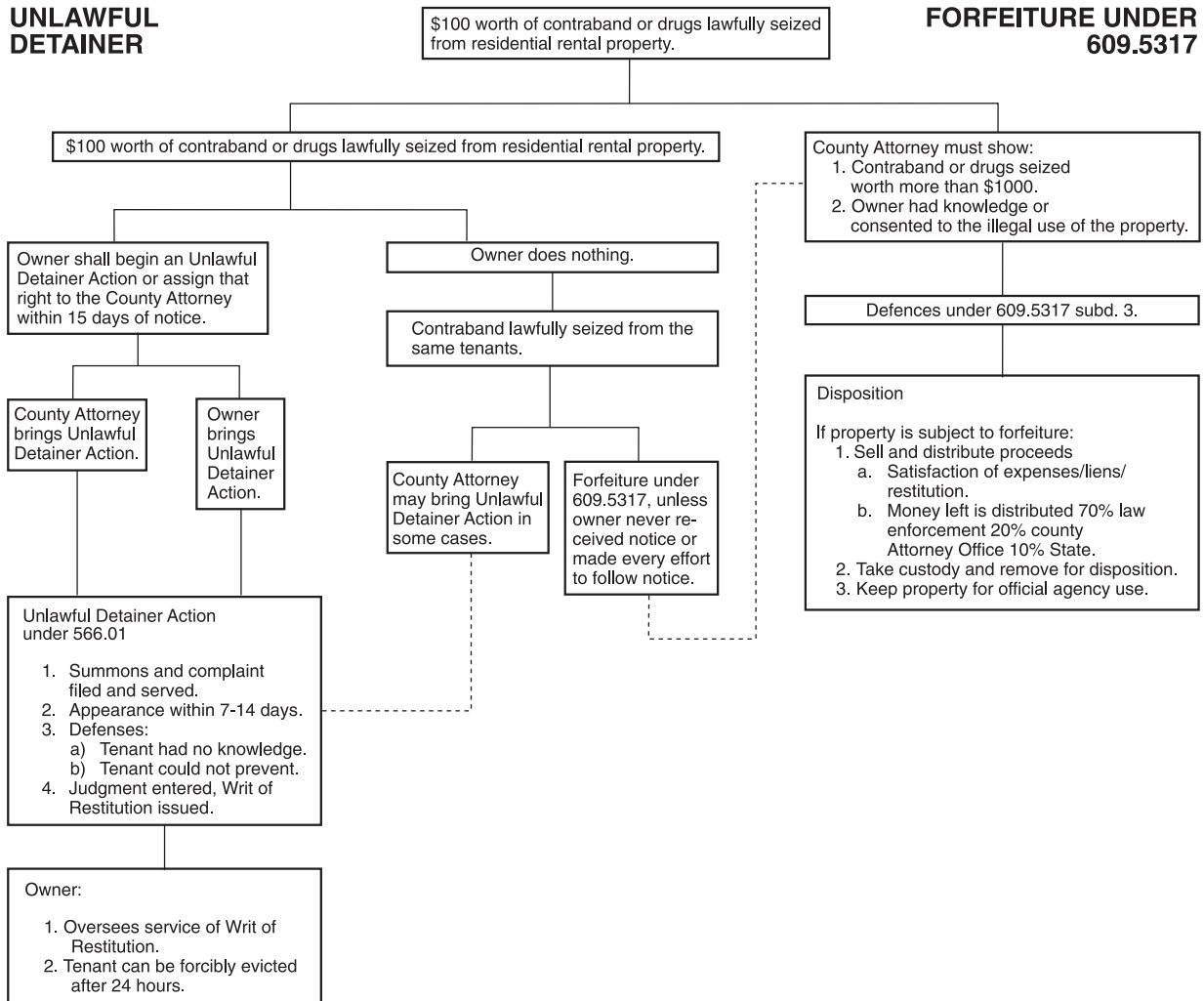
(This information by the Community Legal Education Program of the Legal Aid Society of Minneapolis is designed to help you learn your rights, but is not a complete answer to an individual legal problem. If you need legal help, see your family attorney or call your legal services office, which serves low-income persons.)

M.S. 609.5317 — HOW IT WORKS

This information provided by: **HENNEPIN COUNTY ATTORNEY'S OFFICE**

For more information, contact the Assistant Hennepin County Attorney at 348-4528.

UNLAWFUL DETAINER



NO TRESPASSING SIGNS

A building owner can authorize the Minneapolis Police Department to enforce the trespassing ordinance (see ordinance below) in their building. To have the ordinance enforced, the owner must:

- Sign an affidavit
- Post the official "No Trespassing" signs

To receive an affidavit and the official "No Trespassing" sign, contact your Community Crime Prevention/SAFE crime prevention specialist. Affidavits must be notarized unless signed in the presence of an officer. If an owner has more than one building, a separate affidavit for each building must be completed. The property owner completes the affidavit and sends it to their SAFE crime prevention specialist at the appropriate precinct. After receiving the notarized affidavit from the owner, the CCP/SAFE crime prevention specialist will send two "No Trespassing" signs per affidavit at no cost. The owner posts the signs where they are easily visible to both trespassers and police. If the sign is not visible, police cannot enforce the ordinance. The Minneapolis Police will enforce no trespassing only in buildings, which are posted with the MPD-authorized "No Trespassing" sign.

Officers who enforce the trespassing ordinance will:

- Ask suspects what they are doing there
- Point out the no trespassing sign to the individual
- Determine if suspect has reason to be on the property
- Tell suspect to leave, if suspect has no reason to be on property
- Arrest suspect, if suspect refuses to leave or returns during the officer's shift

The police can only arrest suspects in an area where the sign is conspicuous. They cannot arrest people who have just reason to be at the property. People who cannot be arrested for trespassing include renters and guests of renters. However, questioning by officers and identifying individuals who are suspicious may discourage activity, even if being conducted by residents and their guests.

CITY OF MINNEAPOLIS TRESPASSING ORDINANCE

385.380 Trespassing upon the land of another.

- a. No person shall intentionally trespass on the land of another and, without claim of right, refuse to depart therefrom on demand of the lawful possessor thereof or his agent. A demand to depart may be made as follows:
 - (1) Orally, or in writing, by the lawful possessor or the possessor's agent; or,
 - (2) By conspicuously posting at reasonable intervals signs which prohibit trespass on the affected land; or,
 - (3) By conspicuously posting at reasonable intervals signs which prohibit trespass on the affected land during certain hours.
- b. No person who has received a written demand to depart pursuant to clause (1) of paragraph (a) of this section shall reenter the lawful possessor's land without the written permission of the lawful possessor or the agent providing said demand for a period of up to one (1) year from the date of the written demand, as provided therein.

Contact your CCP/SAFE crime prevention specialist to obtain an affidavit or for further information.

SELECTED CITY ORDINANCES

DEFINITION OF NOISY ASSEMBLY (City Ordinance 389.30)

(Commonly referred to as "Loud Party" ordinance.):

For the purposes of sections 389.65 (c)(1) and 389.65 (c)(2), the term “noisy assembly” shall mean a gathering of more than one person in a residentially zoned or used area or building between the hours of 10:00 p.m. and 6:00 a.m. that would be likely to cause significant discomfort or annoyance to a reasonable person of normal sensitivities present in the area considering the time of day and the residential character of the area.

PUBLIC NUISANCE NOISE (City Ordinance 389.65)

Paragraph (a)

It shall be unlawful for any person to make, continue, permit, or cause to be made or continued within the city, any loud, disturbing or excessive noise which would be likely to cause significant discomfort or annoyance to a reasonable person of normal sensitivities present in the area.

Paragraph (c), Subsection 1. Noisy assembly

Participating in, visiting, or remaining at a gathering knowing or having reason to know that the gathering is noisy assembly, as defined in section 389.30, except person(s) who have come to the gathering for the sole purpose of abating the disturbance.

Paragraph (c), Subsection 2. Permitting noisy assembly

Knowingly permitting real estate under one’s care or control to be used for a noisy assembly, as defined in section 389.30.

Paragraph (c), Subsection 6. Amplified sound from vehicles

Use or operation of any radio, tape player, loud speaker, or other electronic device used for amplification of music on a public street or alley or commercial parking area which is audible by any person fifty (50) feet or more from the vehicle is in violation. A first violation of this subsection is punishable by a fine not to exceed \$500.00, a second violation is punishable by a fine not to exceed \$700.00, and a third violation is punishable by a fine to the maximum amount.

PUBLIC NUISANCE NOISE ORDINANCE 389.65 IS ENFORCED 24 HOURS A DAY.

LIQUOR LICENSES (CHAPTER 362)

Required (City Ordinance 362.10)

No person shall sell, exchange, barter, dispose of or keep for sale any liquor, as defined in section 360.10, without first having attained a license as herein provided.

Consuming in public (City Ordinance 364.40)

No person shall consume intoxicating liquor, or non-intoxicating malt liquor, while (1) on a public street, highway, alley, sidewalk, boulevard, or any place frequented by the public; (2) on any private property without the consent of the owner of such property; or (3) while in a vehicle upon a public highway. This section shall not prohibit the consumption of such beverages at duly licensed on-sale premises.

REGULATIONS INVOLVING MINORS (CHAPTER 370)

Sale to minors (City Ordinance 370.10)

No person shall serve or dispense any liquor or beer to any person under the age of twenty-one (21) years nor permit any person under the age of twenty-one (21) years to be furnished with any liquor or beer.

Purchases, consumption by minors (City Ordinance 370.30)

No person under twenty-one (21) years of age shall enter any premise for the purpose of purchasing or having served or delivered to him or her any liquor or beer, nor consume any liquor or beer on the premises, nor purchase, attempt to purchase, or have another person purchase for him any liquor or beer.

Possession by minors (City Ordinance 370.40)

No person under the age of twenty-one (21) years shall consume or have in his or her possession, at any place other than the household of the person's parent or guardian, any liquor or beer with intent to consume the same, and possession thereof shall be prima facie evidence of intent to unlawfully consume the same.

Proof of age (City Ordinance 370.60)

Any person who may appear to be under twenty-one (21) years of age shall, upon demand, produce and permit to be examined appropriate identification.

Disorderly houses (City Ordinance 385.170)

(a) Definitions.

- (1) Disorderly house shall mean a building, dwelling, establishment, premises or place where prohibited conduct occurs.
- (2) Prohibited conduct shall mean activities in violation of statutes or ordinances relating to any of the following:
 - (a) Gambling;
 - (b) Prostitution, acts relating thereto, or indecent conduct;
 - (c) Sale or possession of controlled substances; or
 - (d) Unlawful liquor sales.

(b) Prohibitions.

- (1) No person shall own, operate, manage, maintain or conduct a disorderly house, or invite or attempt to invite others to visit or remain in such disorderly house.
- (2) No person shall visit or remain in a disorderly house for the purpose of aiding, abetting, or engaging in prohibited conduct occurring in such disorderly house.

Disorderly conduct (City Ordinance 385.90)

No person, in any public or private place, shall engage in, or prepare, attempt, offer or threaten to engage in, or assist or conspire with another to engage in, or congregate because of, any riot, fight, brawl, tumultuous conduct, act of violence, or any other conduct which disturbs the peace and quiet of another save for participating in a recognized athletic contest.

Repair and service (City Ordinance 835.80 (8)(g))

No motor vehicle repair work or service of any kind shall be permitted in conjunction with parking facilities provided in residence districts, except washing of vehicles by resident owner and emergency repair service required to start vehicle.

Hennepin County Ordinance #16 establishes curfew hours for juveniles.**For those under 12 years old:**

Weekdays — home by 9 p.m.

Friday & Saturday — home by 10 p.m.

For those ages 12 - 14:

Weekdays — home by 10 p.m.

Friday & Saturday — home by 11 p.m.

For those ages 15-17:

Weekdays — home by 11 p.m.

Friday & Saturday — home by midnight

Hennepin County Ordinance #16 requires business places to abide by curfew ordinances and to report violations.

Safety Tips and Crime Prevention Information

Workplace Security and Personal Safety

For rental property owners and their agents

A good workplace security plan doesn't need to be expensive or elaborate. These are a few basic guidelines that you can follow to help make your office a safer place for yourself and your co-workers.

WHAT EMPLOYERS CAN DO

Develop clear safety policies and procedures for a rental office or at a rental site

- In developing an office or site security plan, invite input from employees through meetings or a survey. You can also get assistance with your plan from Community Crime Prevention/SAFE.
- Set a procedure for handling phone threats such as personnel threats, bomb threats, harassing phone calls.
- Have an evacuation policy with one floor monitor for each floor or work area to assist with fires, bomb threats, or possible intruders in the building.
- Report all suspicious incidents to security or the police department by calling 911. Make police reports on all thefts or break-ins. This helps the police and your security service establish crime patterns.
- Property owners and agents should carry a cell phone or two-way radio (with someone monitoring) when at a rental site and away from the office. It should be in your hand or readily available in case it is needed.

Limit access

- Maintain good office traffic control with signs limiting public access to work areas. A sign may state that visitors or delivery people must check in at the front desk. You can use passes or name tags and/or a sign-in sheet for authorized visitors. Request that staff receiving visitors come to the front desk to escort them.
- Block passage to inner offices or work areas by a locked “gate” or inner door. Provide an automatic bell, buzzer, or other noise-making device to signal the opening of this entry door or gate.
- Inspect your office building inside and outside to make sure it is well-lit, with no dark stairwells or areas that would invite crime.
- Consider using a spot in your office that could be made into a “safe room” that would contain a telephone and locks on the inside. A staff person who is in jeopardy could retreat to this room to call 911.

Control your inventory

- Establish a key control system for all locks and hardware. Limit key assignment to authorized personnel and maintain a current list to indicate who has keys. Change locks if a key is lost or retained by a former employee. Consider installing a computerized card access system.
- Provide a safe or other locked area for storing key company documents, equipment, valuables and employee possessions. Be sure not to store keys to locked cabinets in places that would be obvious to burglars.
- Maintain an up-to-date inventory of equipment, listing serial numbers and descriptions. Mark same with an Operation Identification number, which you can get from Community Crime Prevention/SAFE.

WHAT EMPLOYEES CAN DO

- Read the company's security plan, if your company has one.
- Be alert for strangers in the building or at the site. Immediately notify the proper person or security personnel if you notice suspicious individuals loitering around the lobby, waiting areas, private offices, common areas or hallways.
- Assure proper identification of visitors or delivery people before admitting them to the work/office area, buildings or units. Watch out for people posing as repairmen, delivery, etc. Never release equipment or files in exchange for an official-looking receipt until you verify the name, location, and phone number of their company.
- Trust your instincts. If you feel problems may occur, have a plan or procedure in place to contact others in the building.
- Always pay attention to detail. Make a mental note of each person who arrives. It will aid security or the police department if a problem should happen.
- Observe building rules for nighttime and weekend access to offices and elevators.
- If you're going to be working late or on a weekend, tell someone. Notify the security department in your building or tell a family member, co-worker, or friend in case you run into problems. Make sure your working area and halls near your office are well-lit. If possible, lock the door to your office to limit access after hours.
- Never leave incoming or outgoing mail on a desk or where it is available to a thief.
- Make police reports on all thefts or break-ins. This helps the police and your security service establish crime patterns.
- Never prop open doors.

Dealing with hostile/angry clients

- Clients can react with anger because of difficulty in finding help with their situations, emotional pain or discomfort, fear, and anxiety.
- React and respond to the client in a calm but firm manner.
- A lower volume of voice can help the client calm down.
- Encourage the client to sit down.
- Rehearse ahead of time what you'd say or do in these situations.
- Don't tolerate abusive behavior.
- Make command statements in a firm but non-challenging tone, saying what you want or don't want: "I want you to leave." "I don't want to argue with you."
- Use strong body language. When standing, place your feet slightly apart, one foot slightly in front of the other. Relax your joints and position your shoulders over your feet.
- If you are sitting down, use the same foot stance, body upright, ready to move.
- Think over situations that could occur and how you would react. Go through the movements you would need to make to get help or get out of the situation. Practice. One strategy might be to keep a desk, chair, or other object between you and the person to keep distance.
- If you anticipate problems with a client, let co-workers know ahead of time.
- If you feel you may be in jeopardy, leave the area, go somewhere safe and call 911 and notify your security department.

Know how to call 911 from your workplace

There are special considerations you need to remember when calling 911 if your workplace is in a building with other businesses or you have a central switchboard for your telephone system. If your phone system requires you to dial a number to access an outside line, remember to do this when you call 911. For example, if you need to dial "9" to get an outside line, you will need to dial 9-911 to get police response. Some companies also have security guards who may be able to

respond to your call more quickly than police and handle some situations. Find out what the procedures for private security personnel are in your workplace.

It is essential that the police know where to respond to your call. If you are in a building with several offices, the main street number may be all that shows up on the screen of the 911 operator who answers your call. Make sure you tell the operator your exact location—what floor, what office number, which elevator to use, etc. If at all possible, it is a good idea to have a security guard or other employee meet the police at the main entrance of the building to show the police exactly where to go. If your building has several stories and numerous businesses, this information is crucial.

911 is not only for emergency use. Call 911 whenever you need police, fire, or medical response.

Purse and wallet thefts

A serious problem for office workers is purse and wallet theft. Thieves can be in and out of your work space in just minutes and know just where to look. They may try to access your workspace by asking to use a restroom, or slip by the reception area.

- Never leave your purse or wallet unattended even for a moment.
- Lock your purse or wallet somewhere secure, such as a desk drawer or file cabinet, if you cannot take it with you.
- Don't bring any more cash to work than you need for the day.
- If you need to carry credit cards, make sure you inventory them, listing card numbers and phone numbers to call in the event of their theft. Keep this list in a safe place.
- Be alert to anyone who tries to get you to leave your desk for errands. Some thieves will pose as clients and try to get you to go to another room for a copy, etc. Do not leave your desk unattended. If this is unavoidable, lock it before you walk away from it.
- Be alert to all people in your workspace. If you see someone you do not know, unaccompanied by a co-worker, do the good customer service and ask, "May I help you?"

The friendly challenge

If you see someone whom you do not know, do a friendly challenge. The easiest way to do the friendly challenge is to simply ask, "May I help you?" If the person is a legitimate client, you will then be able to escort them where they need to go. If they do not belong in the building, they may offer a vague excuse. A suspicious person may leave when they know they have been observed. If they do not, go to the nearest safe phone and call 911 or your company's security guard.

Tips for Showing Rental Property

The following precautions may both deter an assault and indicate to potential renters that you are concerned about safety and security in your building. All these suggested practices can be carried out quickly and unobtrusively, and should not be a deterrent to renting to desirable tenants.

- ◆ Whenever possible, show property by appointment. **Do not accept walk-ins after hours.**
- ◆ Let callers know you require valid picture identification before you show property. It may serve as a deterrent to an assault, since they know they can be identified by you. **Do not accept any form of identification other than a state driver's license or state ID card.** (In Minnesota, state law requires applicants for a driver's license or ID prove their identity.)
- ◆ Get home and work phone numbers from potential renters. Call back to verify appointments. This will also help verify that applicants really live and work where they say they do.
- ◆ When showing a unit, try to have another person with you besides the prospective renters.
- ◆ If that isn't possible, make sure someone knows where you are going. Tell someone in the office, "I'm going to show apartment #702. I'll be back in 10 minutes." Introduce applicants to a resident so more people know who they are and what they look like.
- ◆ As you walk toward the unit, inform the potential tenant that you have an organized building, and the people watch out for each other.
- ◆ Carry a screech alarm and a cell phone. Don't hesitate to call 911 for police assistance if you need it.
- ◆ Bring a doorstep with you and prop open the apartment door.
- ◆ Stand near the exit. Let prospective renters look through the unit. Don't let them get between you and the exit. If the unit is still occupied, you may want the current resident or someone else present to make sure nothing is disturbed.

Security for Residents of Apartment Buildings

1. When you move into a new building request that the lock/cylinder be changed so previous tenants cannot enter.
2. Use only a first initial and last name on your mailbox and /or buzzer.
3. Introduce yourself to your neighbors.
4. Participate in the apartment club or watchforce or organize one.
5. Never let a stranger follow you through your building's security door.
6. If your apartment doorbell rings, never buzz someone in until you have identified them.
7. If a stranger tells you they are going to visit one of your neighbors, tell them they have to wait until that neighbor lets them in.
8. Never prop open security doors.
9. If someone you don't know is standing in the lobby fumbling for keys, don't assume they live there. They may be trying to trick you into letting them in.
10. Never give out copies of your building key, or let someone use it. It only takes a few seconds to make a copy of a key.
11. Keep all doors to your unit locked at all times, even when you go to the laundry room. Be sure to keep terrace and balcony doors locked.
12. Make sure all exterior windows have security devices if the sills are within 24 feet of ground level or are accessible by means of balconies, fire escapes, porches, etc.
13. Call 911 when you see illegal or suspicious activity, and then report it to your landlord.
14. Consider purchasing a portable alarm system through a local electronics store.
15. Do not pay rent or other housing charges in cash. Request proof of payment.
16. Plan an escape in case of fire.
17. Never open your door until you know who is there. Use a peephole.
18. Don't rely on a chain latch for security.
19. Be cautious in and around elevators. If you are suspicious of another passenger, wait for the next elevator.

RENTAL PROPERTY SECURITY SURVEY

Conducting a rental property security survey can be a simple task in which the owner does a thorough walk-around of the property, noting anything in the physical environment that may give criminals the opportunity to commit crimes. Owners are encouraged to include a few tenants, block leaders and other neighborhood residents to join the survey to get different perspectives about potential security issues.

Your group may want to go through the area several times. At least one walk should be done during evening hours, so you can check on lighting and identify dark areas created by walls, fences, and trees. Try not to limit your survey to just your property. Look at adjoining addresses and alleyways to determine if there are broader issues affecting the livability of your building

Below is a guide to help your group identify some things to look for while conducting the survey. Once the survey is completed the owner should prioritize suggested changes based on need, cost and time.

ENTRY DOORS

- ◆ Are the doors, frames and adjoining windows in need of repair?
- ◆ Is the locking mechanism functioning properly and latching appropriately?
- ◆ If so equipped, is the intercom system working properly?
- ◆ Good key control is very important. If **all** security keys cannot be accounted for, the locks should be changed and new keys assigned (in writing) to each tenant. The same is true for unit keys.

If the entry system is equipped with remote access capability (to “buzz in” a person), owners should encourage tenants to greet guests at the door so they don’t accidentally let someone in who doesn’t belong.

EXTERIOR LIGHTING

- ◆ Are all streetlights in good working order? Which ones need repair?
- ◆ Do we need more lights in our neighborhood? If so, where?
- ◆ Are lights needed between detached garages or on “dead” walls such as sound barrier walls and walls around commercial or public property?
- ◆ Are lights bright enough to afford good visibility without being annoying (excessive glare, etc.)?

Rental property owners, tenants and neighborhood residents have an important role in deterring crime by utilizing existing lighting on their property or if necessary, by improving the amount and quality of existing lighting.

The city has certain lighting requirements pertaining to rental property; owners should contact 311 for more information.

Your block may qualify for additional mid-block city street and alley lighting. Call 311.

Report damaged or malfunctioning streetlights to 311.

LANDSCAPING

- ◆ Are there any overgrown shrubs, trees, or hedges in front of windows or near doors where criminals could hide?
- ◆ Are there any overgrown shrubs, trees, or hedges near sidewalks, median strips, or other public-use areas where criminals could hide?
- ◆ Do any shrubs or trees cast shadows or block the illumination from building or streetlights?
- ◆ Are there overgrown areas between garages, along the alley, or along property lines where criminals can operate or hide?
- ◆ Are residential property borders along public areas clearly defined with landscaping or a “see-through” fence (such as chain link)?
- ◆ Are there unkempt properties with overgrown lawns, sidewalks that are not shoveled, or mail piling up that may signal a criminal that a house is vacant?

Shrubs, bushes, and hedges trimmed to three feet or annual and perennial flower gardens provide a border to your property and a psychological barrier that discourages criminals from entering your property.

Thorny shrubs or bushes planted near windows and in isolated hiding spots, such as areas between garages, deter criminals.

Fences provide both a physical and psychological barrier to criminals. Chain link or “see-through” lattice fences will keep sight lines open for you and your neighbors.

PARKING

- ◆ Are there hiding spots near common-use and residential parking areas?
- ◆ Do parking areas have adequate lighting?
- ◆ If off-street parking is available:
 - Is it posted with “No Trespassing” signs?
 - Are there set rules for abandoned or inoperable vehicles?
 - Is parking assigned and spaces clearly marked?
 - Are only the tenants and their guests utilizing off-street parking?

ADDRESSES DISPLAYED

Do all residences prominently display an address on the front and back of the property? If not, contact the property owner. If it is not resolved, call 311.

Problems With A Neighbor?

The Minneapolis Mediation Program Can Help!

VANDALISM?

The Minneapolis Mediation Program provides dispute resolution services for residents and businesses in the City of Minneapolis.

EXCESSIVE NOISE?

Mediation is a voluntary, cooperative process where members of the community can resolve their conflicts with the help of two neutral mediators. Mediation is an alternative to costly and time-consuming court procedures.

ANIMAL COMPLAINTS?

HOUSING DISPUTES?

Disputes that can be resolved through mediation include those between neighbors, businesses and consumers, landlords and tenants, juvenile offenders and victims, and family — nearly any kind of dispute can be resolved through mediation!

PARKING PROBLEMS?

The Minneapolis Mediation Program can help you find the answer to your problem.

**Minneapolis Mediation Program
2101 Hennepin Ave. S., Suite 100
Minneapolis, MN 55405
(612) 822-9883**

Housing Maintenance Information

What you can do about Poorly Maintained Property

Having trouble with a building on your block?

Does its unkempt appearance reflect badly on the community? There are several problems which seem to be familiar in many neighborhoods:

Unsightly house or yard.

Poor building maintenance.

Poor building security.

Appearance of criminal activity.

Should you and your block club be concerned about these problems, there is something you can do.

You can get the name and address of the property owner from either the County Property Taxation Office, 612-348-3011. This information is also available on the City of Minneapolis web site at www.ci.minneapolis.mn.us/propertyinfo. After you've found the property by address, select "Structure Information" to view the owner's address and phone number (if available).

First contact the property owner, in writing, informing him/her of your concerns. Compose a letter clearly stating the address and location of the building in question. Next, list your concerns. Be as specific as possible about your complaints and what your expectations are. Have everyone in your block club sign the letter. As a rule, the more signatures the better, but it is up to your block club and the individual involved. Mail one copy of the completed letter to the property owner, one copy to your council member, retain one copy for your block club files, and send a copy to your CCP/SAFE crime prevention specialist. Often this letter is all that is needed. The property owner will take it from there.

However, if there is the appearance of criminal activity, for example drug traffic, contact the appropriate division of the Police Department and send them a copy of your letter. If you need help in assessing the situation, or are unsure of which division of the Police Department to call, contact your CCP/SAFE crime prevention specialist.

If your letter does not bring appropriate results:

- ◆ Invite the property owner to a block club meeting.
- ◆ Contact the Minneapolis Housing Services at **612-673-3003** for tenant/landlord issues. They will often act as an intermediary between you and the property owner.
- ◆ Call 311 to report maintenance problems and/or unsightly house or yard. They will notify the correct City department to deal with the problem. If there is a building code violation, an inspector will write up a complaint, citing the violation(s), and send the complaint to the property owner. If after two to three weeks you see no results, call a second time and ask about the status of your complaint.
- ◆ If unshoveled sidewalks are a problem call 311.

If the situation has reached a point where the building is attracting pests and rats, call 311.

CITY ORDINANCES PERTAINING TO NEIGHBORHOOD APPEARANCE

For more information on the following issues, please see the website at www.ci.minneapolis.mn.us/inspections, select “report a problem” near the bottom of the page.

Remove rubbish:	Remove the following item(s) from the premises per Minneapolis Code of Ordinances 244.40, 244.610, 244.690, 244.700, 227.90, and 227.100. This is a nuisance condition. For more information on proper disposal, please contact Sanitation at 612-673-2917.
Cut grass/weeds:	Cut and remove all tall grass and weeds at this property over 8” in height. Include all boulevards, side yards, and along the alley. This violation is a nuisance condition. Minneapolis Code of Ordinances 227.90 and 227.100
Cut alley & sidewalk:	Cut and remove all growth and vegetation that hangs over the edge of the public alley and/or public sidewalk. A clearance of 7’ over public sidewalks and 14’ over public alleys is required by Minneapolis Code of Ordinances 244.1580, 227.90 and 227.100. This violation is a nuisance condition.
Ground cover:	Provide a dust-free and erosion-free surface or ground cover for this property. Approved ground cover includes grass, asphalt, concrete, or other approved landscaping. Minneapolis Code of Ordinances 244.1570.
Maintain drive:	Maintain the driveway at the premises to provide drainage, avoid stagnant water, and to provide a dust-free and erosion-free surface (not dirt or grass). Class 5 crushed limestone is only acceptable for single family dwellings. Minneapolis Code of Ordinances 244.1570 and 541.300.
Parking in yard:	Discontinue parking vehicles in the yard or on unpaved surfaces. Must be bona fide driveway. Minneapolis Code of Ordinances 541.260(2)b, 541.300, and 537.80.
Max 2 vehicles:	Discontinue the storage or parking of excessive motor vehicles on this property. A maximum of two (2) vehicles per dwelling unit is allowed outside in addition to those parked within an approved storage facility (garage). Minneapolis Code of Ordinances 541.450.
Inoperable vehicle:	Discontinue parking inoperable vehicles on this property. Inoperable vehicles are defined as: a) abandoned or lacking vital parts, b) mechanically defective or c) lacking license plates or expired tabs. Vehicles may be parked in a garage. Minneapolis Code of Ordinances 541.90.
Commercial vehicle:	Discontinue the parking or storage of all commercial vehicles on this residential property. Minneapolis Code of Ordinances 541.260, 525.170, 546.80, 547.80, and 548.80

For more information on the following issues, please call Solid Waste and Recycling at 612-673-2917.

- Insufficient carts:** The city-supplied rubbish cart(s) is (are) not sufficient to hold your rubbish accumulation for one week. Provide additional rubbish mini-carts. Call Sanitation at 612-673-2917 for more information about additional carts. Minneapolis Code of Ordinances 244.350.
- Tires:** Discontinue the outside storage of tires. Owners of property in the City of Minneapolis may call the Sanitation Department 612-673-2917 to request a voucher. There is a limit of one voucher per property per year. Transfer stations will accept a maximum of four tires per voucher (tires removed from rims). This violation is a nuisance violation. Minneapolis Code of Ordinances 227.90, 227.100, 244.40, 244.690, and 244.640.
- Oil disposal:** Cease storage of used motor oils and petroleum products on this property. Dispose of properly, and NOT into garbage containers or onto street, alley, or lawn. Minneapolis Code of Ordinance 227.90, 227.100 and Chapter 48.
- Refrigerator/
freezer:** Remove or dispose of the hazardous refrigerator/freezer as required by Minneapolis Code of Ordinances 385.240, 227.90, and 227.100. Please call Sanitation at 612-673-2917 for more information about removal.

Resources Available to Property Owners

SELF-HELP CITY AND COUNTY TELEPHONE NUMBERS

(All area codes are 612 except where noted.)

General Information number for City of Minneapolis	311
General Information number for Hennepin County	348-3000
City Attorney's Office, Information	673-2010
County Attorney's Office, Information	348-5550
Civil Rights Department of Minneapolis (information on fair housing laws)	673-3012
Community Crime Prevention/SAFE, Minneapolis Police Department.....	Call your police precinct (helps organize residents to reduce crime and solve problems)
Criminal History for Minneapolis, Room 31, City Hall	673-2808
Criminal History for Hennepin County, Room 22 City Hall.....	348-3724
Health Department, Minneapolis	673-2170 (investigates pest problems and dwelling complaints)
Housing Inspections Department, Minneapolis	311 (information on code requirements, investigation of complaints on rundown property)
Minnesota Multi-Housing Association	(952) 854-8500 (information, networking, legislation, forms)
Housing Services, Minneapolis	673-3003 (tenant-landlord services)
Narcotics Unit	673-3455 (to report suspected drug dealing)
Minneapolis Mediation Program	822-9883 (conflict resolution assistance)
Pollution Control.....	673-5897 (investigates air and noise pollution)

Police Precincts and Community Response Teams (CRT)

Calls for information or advice or to report suspected drug dealing call the Community Response Team (CRT). Do not call precincts if you need a squad car to respond. Dispatching is done through 911.

Precinct 1: 19 N. 4th St., Minneapolis, MN 55401	673-5701
To request a CCP/SAFE crime prevention specialist	673-2923
Precinct 2: 1911 Central Ave. NE, Minneapolis, MN 55418.....	673-5702
CRT.....	673-5707
To request a CCP/SAFE crime prevention specialist	673-5702
Precinct 3: 3000 Minnehaha Ave. S., Minneapolis, MN 55406.....	673-5703
CRT.....	673-5706
To request a CCP/SAFE crime prevention specialist	673-5703
Precinct 4: 1925 Plymouth Ave. N., Minneapolis, MN 55411.....	673-5704
CRT.....	673-5707
To request a CCP/SAFE crime prevention specialist	673-5704
Precinct 5: 3101 Nicollet Ave., Minneapolis, MN 55408.....	673-5705
CRT.....	673-5716
To request a CCP/SAFE crime prevention specialist	673-5705
Rental Licensing, Minneapolis	673-5856
Tenants Union.....	871-7485
Zoning Information, Minneapolis	673-5836

RESOURCES AVAILABLE FROM CCP/SAFE

www.ci.minneapolis.mn.us/police/crime-prevention/

AUTO THEFT

- ♦ Carjacking Tips (*flyer*)
- ♦ Crime On Wheels (*booklet*)
- ♦ H.E.A.T., Help Eliminate Auto Theft (*flyer*)
- ♦ If I Were an Auto Thief... (*card*)
- ♦ Juvenile Auto Theft Prevention (*brochure*)
- ♦ Just a Friendly Reminder...CO 389.65 ...Boom car violators will be tagged (*card*)
- ♦ Just a Friendly Reminder...CO 478.160 ...Failure to lock ignition and remove key from passenger vehicle(*card*)
- ♦ Minnesota Watch Your Car (*brochure*)
- ♦ Preventing Auto Theft and Theft from Auto (*booklet*)
- ♦ Prevent Auto Theft (*sticker*)
- ♦ Someone is Making Your Car Their Business (*brochure*)
- ♦ Tips on Preventing Auto Theft and Theft from Auto (*flyer*)

BIKE THEFT

- ♦ Don't let your bike take a hike . . . LOCK IT (*brochure*)
- ♦ Preventing Bicycle Theft (*flyer*)

BLOCK/APARTMENT CLUB/WATCH FORCE

- ♦ A Brief Guide to Citizen Patrols (*flyer*)
- ♦ A Problem Solving Guide for Citizens (*brochure*)
- ♦ A Problem Solving Guide for Patrol Officers (*brochure*)
- ♦ Block Club Activities (*flyer*)
- ♦ Block Clubs and Apartment Clubs (*brochure*)
- ♦ Block Map – Why is it useful? How to put one together. (*multi-page*)
- ♦ Citizens' Academy (*brochure*)
- ♦ CODEFOR, To Reduce Crime In Minneapolis (*brochure*)
- ♦ Describe the Suspect/Vehicle (*flyer*)
- ♦ Doorknocking/What do you say when... (*flyer*)
- ♦ Get Involved in Crime Prevention . . . While Watching TV! (*flyer*)

- ♦ Neighborhood Security Survey (*flyer*)
- ♦ Neighborhood Watch Force Signs (*flyer*)
- ♦ Self-help and city department telephone numbers (*flyer*)
- ♦ Want to make a difference in your neighborhood? Become a crime prevention block or apartment club leader (*brochure*)

BUSINESS

- ♦ Business Crime Prevention (*brochure*)
- ♦ Commercial Security (*booklet*)
- ♦ Crime Prevention Tips for Convenience Stores (*booklet*)
- ♦ Protect Your Business Against.... (*flyer*)
- ♦ Robbery Prevention for Businesses (*brochure*)

CHURCH/SYNAGOGUE

- ♦ Church/Synagogue Security Tips (*brochure*)

CITY ORDINANCES

- ♦ Affidavit (*flyer*)
- ♦ Building Codes (*flyer*)
- ♦ Curfew Hours (*flyer*)
- ♦ The following ordinances pertain to neighborhood appearance (*resource list*)
- ♦ Highlights of Selected Minneapolis City Ordinances (*flyer*)
- ♦ Noisy Assembly Ordinance Violation Notice (*flyer*)
- ♦ No Trespassing Signs (*flyer*)
- ♦ Noisy Neighbors? Loud Parties? Blaring Radios, Stereos, TVs? (*flyer*)
- ♦ Nuisance Ordinance vs. Nuisance Statute (*flyer*)
- ♦ Panhandling is a Nuisance (*card*)
- ♦ Recycling theft can be harmful to you and your neighbors. An opportunity for crime . . . (*card*)

DRUG HOUSE

- ♦ Drug House Information (*brochure*)
- ♦ Important Notice about REPORTING SUSPECTED CRACK HOUSE (*flyer*)

FORMS

- ◆ Blank Block Map
- ◆ Block Leader Agreement
- ◆ Community/Neighborhood Impact Statement Youth Issues
- ◆ Initial Contact
- ◆ McGruff House Volunteer Application
- ◆ Motion Detector Light Program, Letter of Agreement
- ◆ Neighborhood Information/Description of Activities
- ◆ Property Owners/Managers Meeting Attendance Sheet
- ◆ Trespass Warning Form
- ◆ Welcome New Tenant Letter

GRAFFITI

- ◆ Graffiti (*booklet*)
- ◆ Report Graffiti (*card*)

GANGS

- ◆ How to Identify a Gang Members (*brochure*)

HOME SECURITY

- ◆ Alley Safety (*brochure*)
- ◆ Apartment Security Code Requirements for the City of Minneapolis (*flyer*)
- ◆ Burglar Alarms: Do you need one? (*booklet*)
- ◆ Questions to ask before buying a home burglar alarm (*flyer*)
- ◆ Home Security Audit and Guide to Installation (*booklet*)
- ◆ Home Security Habits Checklist (*flyer*)
- ◆ Improving Safety and Security Through Landscaping and Lighting (*brochure*)
- ◆ Minimum Home Security (*flyer*)
- ◆ Protecting Your Home While on Vacation (*booklet*)
- ◆ Securing Basement Windows/Securing Double-Hung Windows (*flyer*)
- ◆ Securing Sliding Glass Doors and Windows (*multi-page*)
- ◆ Security for Residents of Apartment Buildings (*flyer*)
- ◆ Take Back the Alley (*flyer*)
- ◆ Using Double Cylinder Deadbolt Locks (*flyer*)
- ◆ What To Do Before The Burglar Comes (*booklet*)

HOLIDAY/SEASONAL

- ◆ Fireworks Facts from the MPD (*flyer*)
- ◆ Halloween Tips (*flyer*)
- ◆ McGruff's Halloween Safety Tips (*flyer*)
- ◆ Preventing Snow Blower Theft (*flyer*)
- ◆ Seasonal Crime Prevention Tips (*brochure*)
- ◆ Summer Crime Prevention Tips (*flyer*)

MCGRUFF HOUSE

- ◆ Attention, Garage Sale Shoppers (*flyer*)
- ◆ Attention Neighbors! (*flyer*)
- ◆ McGruff Coloring Book (*booklet*)
- ◆ McGruff the Crime Dog's WHAT IF Game and Ten Things Kids Can Do (*flyer*)
- ◆ McGruff House – An Umbrella of Safety/McGruff Alert (*flyer*)
- ◆ McGruff House Program (*brochure*)
- ◆ McGruff Needs You! (*flyer*)
- ◆ McGruff Offers Some Crime Prevention Tips for Children/Parents (*flyer*)
- ◆ McGruff Offers Some Crime Prevention Tips for Children — grades 1-2 (*brochure*)
- ◆ McGruff Offers Some Crime Prevention Tips for Children — grades 3-4 (*brochure*)
- ◆ McGruff Says (*poster*)

MEDIATION

- ◆ Problems With a Neighbor? (*flyer*)

911

- ◆ 911 (*brochure*)
- ◆ 9-1-1 is for: Police • Fire • Ambulance (*flyer*)
- ◆ If you think you hear GUNSHOTS . . . (*flyer*)

OPERATION I.D.

- ◆ How Operation I.D. Works (*flyer*)
- ◆ Minnesota Crime Watch Operation I.D. (*brochure*)

PERSONAL SAFETY

- ◆ Acquaintance Rape (*brochure*)
- ◆ Be on the Safe Side (*booklet*)
- ◆ Be Safe in Cyberspace (*flyer*)
- ◆ CCP/SAFE's position on Chemical Irritants, Screech Alarms, Stun Guns, and Handguns (*brochure*)
- ◆ Choosing a Place to Live . . . (*flyer*)

- ◆ Common Sense Crime Prevention for Senior Citizens (*brochure*)
- ◆ Crime Prevention Tips for People with Disabilities (*card*)
- ◆ Discover the Keys to Personal Safety (*flyer*)
- ◆ Garage Sales (*flyer*)
- ◆ Guarding Your Identity (*flyer*)
- ◆ Lend a hand . . . Without being scammed (*flyer*)
- ◆ Outsmarting Crime (*booklet*)
- ◆ Personal Safety for Visiting Professionals (*brochure*)
- ◆ Personal Safety Referral List (*flyer*)
- ◆ Protecting those who cannot protect themselves (*card*)
- ◆ Protecting Your Identity (*flyer*)
- ◆ Road Rage (*flyer*)
- ◆ Safety tips for caregivers talking with children (*flyer*)
- ◆ Security While Traveling (*booklet*)
- ◆ Self-defense Basic Concepts (*flyer*)
- ◆ Violence Prevention Resource (*flyer*)
- ◆ Watch your cash . . . (*flyer*)
- ◆ Workplace Security and Personal Safety (*brochure*)

PROPERTY OWNERS

- ◆ Guide to Rental License Conduct on Premises (*flyer*)
- ◆ Guidelines for Rental Property Owners and Managers (*multi-page*)
- ◆ Minneapolis Police Department's and Minneapolis Inspections Division's Procedures and Guidelines to Conduct on Licensed Premises (*multi-page*)
- ◆ Residential Rental Dwelling Management Plan Options (*flyer*)
- ◆ Tips for Screening Tenants (*flyer*)
- ◆ Tips for Showing Rental Property (*flyer*)
- ◆ What you do about Poorly Maintained Property (*flyer*)

YOUTH

- ◆ Children safety on the "information highway" (*flyer*)
- ◆ Crime Prevention is Kids' Stuff (*flyer*)
- ◆ Cyber Safety for Kids Online: A Parent Guide (*brochure*)
- ◆ IT'S THE LAW! Minneapolis Curfew for Juveniles (*card*)
- ◆ Lead-Based Paint, A Threat to Your CHILDREN (*brochure*)
- ◆ Safety Skills for Children (*brochure*)
- ◆ Talking With Your Kids About Drugs (*brochure*)
- ◆ What can I do to prevent harm to children (*booklet*)
- ◆ Where Do Most Minneapolis Teens Get Alcohol? (*brochure*)
- ◆ Youth Block Club Activities (*flyer*)

OTHER RESOURCES AVAILABLE FOR PROPERTY OWNERS

Home improvement programs, home mortgage programs

Available from:

Community Planning and Economic Development (CPED)
Crown Roller Mill Building, 2nd Floor
105 5th Ave. S.
Minneapolis, MN 55401
Phone: (612) 673-5095

Current financing programs available from various sources

Available from:

Housing Development Officer
Home Improvement Loan Program
Minnesota Housing Finance Agency
400 Sibley St., Suite 300
St. Paul, MN 55101
Phone: (651) 296-7608

Your rights concerning an eviction summons—the procedure for rent escrow

Available from:

Hennepin County District Court
Unlawful Detainer Court
Phone: (612) 348-4528
Web: www.courts.state.mn.us/districts/fourth/

If you need this material in an alternative format, please contact the Minneapolis Police Department at 612-673-2912.

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