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To: Members of the Housing Finance and Policy Committee

From: HOME Line

Subject: House File 398

HOME Line is a nonprofit, statewide tenant advocacy organization. Our primary program is a free and confidential hotline that any renter in Minnesota can contact to receive free and confidential legal advice about their rental situation. Since opening in 1992, we have advised over 260,000 renter households throughout the state. We currently advise an average of 1,000 households each month, and our services are available in English, Spanish, Somali, and Hmong languages.

You will find attached a summary of the renter household clients HOME Line's statewide tenant hotline advised in 2020, including a list of some of the most common issues.

Please find attached materials related to House File 398:

- A one-page "Heat and Repairs" overview of these issues and the proposals.
- A few examples of Minnesota city ordinances/codes that regulate minimum temperatures in rental housing.

Tenant Hotline: 2020

HOME Line provides free legal, organizing, educational and advocacy services so tenants throughout Minnesota can solve rental housing problems. The primary program, a statewide tenant hotline, provides renters with free, confidential, and convenient legal information about their tenant rights. The hotline began advising renters in 1992, expanding to cover the entire state in 2014.



In 2020, **14,322 Minnesota renter households** across the state – or approximately **35,805 total residents** – contacted HOME Line for Tenant Hotline Services. **4,569 of these calls were directly impacted by COVID-19.**



HOME Line helped these households **recover or save an estimated \$1,625,444.**



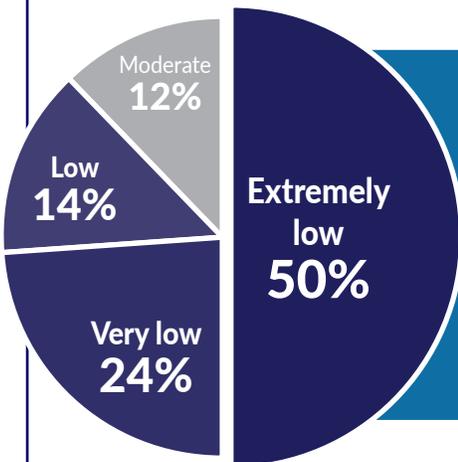
HOME Line helped to **prevent an estimated 1,142 evictions**



Renters with repair issues who followed our advice were **37% more likely to get their problem fixed.**

Top 10 Reasons for Calls

1. Repairs	2,939
2. Eviction	1,720
3. Notice to Vacate	1,589
4. Security Deposit	1,485
5. Break Lease	1,362
6. Leases	834
7. Privacy / Intrusion	758
8. Neighbors	622
9. Rent Increase	492
10. Roommates	362



88% of callers are low income: 50% extremely low income. These income categories are those used by the U.S. Department of H.U.D.



69% of callers were **female**, while 31% were male.

Caller Race

61% Caucasian

25% African American

6%

Hispanic

3% Asian, 3% Other, 2% Native American

Heat and Repairs

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

CURRENT LANDSCAPE

Heat Code

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



Emergency Repairs

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

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



Court Filing Fees

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



OUR PROPOSALS

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

The law would include, but not be limited to, the **following emergencies**: no working refrigerator; no working air conditioning (if rental was advertised as having air conditioning and included in the lease); loss of any conditions, services, or facilities that pose a serious and negative impact on health or safety; Notice of Intent to Condemn for unsafe/unsanitary conditions; non-working elevators; serious infestations¹

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

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

City of Bloomington ordinance on minimum heat supply. Accessible at:
https://codelibrary.amlegal.com/codes/bloomington/latest/bloomington_mn/

BLOOMINGTON, MN Code of Ordinances
PART II CITY CODE
CHAPTER 14: LICENSES AND PERMITS
ARTICLE VIII: RENTAL HOUSING CODE
DIVISION C: REGULATIONS

§ 14.580 ADDITIONAL REGULATIONS FOR HEALTH, SAFETY AND MAINTENANCE.

This Division C specifically adopts the following additional requirements for health, safety and maintenance to the 2012 International Property Maintenance Code. Where differences occur between provisions of this Division C and the referenced standards, the provisions of this Division C apply.

(a) Agent required. Each licensee or owner of a rental housing within the city, when the licensee or owner does not reside within the seven county metro area comprising Hennepin, Carver, Scott, Dakota, Ramsey, Washington and Anoka Counties, must appoint an agent residing within the seven county area that the city may serve notices pertaining to this Article VIII or the city code. Notices served to the agent will be as effective as if made upon the licensee or owner. The licensee or owner must provide the issuing authority the full name, street address and telephone number of such agent(s). A licensee or owner must provide written notice to the issuing authority, with the required information, whenever the agent for a licensed rental housing has changed. The written notice must be provided to the issuing authority within 48 hours of such change.

(b) Defacement of property or graffiti or both. The city will use the requirements and procedures set forth in Chapter 12 of this code for defacement of property or graffiti or both.

(c) Emergency numbers. It is the responsibility of the owner to post, in a conspicuous location within each building, emergency numbers for the police, fire and the owner or agent responsible for the building with authority to take all necessary actions to deal with an emergency. The owner must also post the following information in the licensed rental housing :

Housing Inspections, Environmental Health Division, City of Bloomington, (952) 563-8934, Monday—Friday, 8:00 a.m. to 4:30 p.m. and e-mail envhealth@bloomingtonmn.gov.

(d) Entry/exit doors. All exterior doors in common areas of multiple-family buildings must be self-closing and self-latching.

(e) Food preparation areas. All dwelling units and group housing with five to ten tenants must be provided with an approved cooking appliance such as a stove top with an oven, an approved appliance for cold food storage such as a full-sized refrigerator, and an approved kitchen sink. Microwave and toaster-style ovens, dormitory-style refrigerators and bathroom hand washing sinks are not approved kitchen appliances. Group housing permitted to have 11 or more tenants are required to meet the food establishment requirements of Article V of this Chapter 14.

(f) Garbage and recycling.

(1) Every multiple-family dwelling and group housing , except those with curbside collection services as required in subsection (f)(2) below, must have and maintain in sanitary condition adequate facilities to accommodate the garbage and recycling needs of the dwelling units . Such facilities must consist of containers with tight covers for storage; and the owner of such multiple dwellings is responsible for providing collection service for both garbage and recycled materials in compliance with Chapter 10 of this code. Further, the garbage and recycling facilities must be in compliance with Chapter 19 and 21 of this code.

(2) Every single-family dwelling or single-family dwelling with a rented accessory dwelling unit must have garbage and recycling curbside collection service with containers with tight covers for storage. The containers must be placed out for collection and stored in compliance with Chapter 10 of this code.

(g) Heat supply.

(1) Every owner of any rental housing must furnish a supply of heat to the occupants thereof to maintain a temperature of not less than 68°F (20°C) in all habitable spaces , bathrooms and toilet rooms measured at three feet above the floor near the center of the room , regardless of the heating supply design capacity.

(2) Cooking appliances and unapproved portable space heaters must not be used as a means to provide required heating.

(h) Reserved.

(i) Insect screens. At all times every door, window and outside opening required for ventilation of habitable spaces , food preparation and storage spaces must be supplied with approved tight-fitting screens of a minimum 16 mesh per inch and every screen door used for insect control must have a self-closing device in good working condition.

(j) Means of appeal. The city will use the procedures set forth in Chapter 1, Article II, Civil Hearing Process of this code.

(k) Motor vehicles. The city will use the requirements and procedures set forth in § 21.301.06(m) of this code for the regulation of motor vehicles at rental properties.

(l) Pest control. The owner of the rental housing is responsible for providing professional pest control services and must provide written documentation of such services when requested by the Housing Inspector .

(m) References. All references to the International Building, Plumbing and Existing Building Codes in the International Property Maintenance Code are replaced with the Minnesota State Building Code.

(n) Smoke and carbon monoxide alarms. The city enforces the requirements for carbon monoxide alarms found in M.S. 299F.50 and 299F.51, as they may be amended from time to time. Smoke and carbon monoxide alarms provided in licensed rental housing must be those designed with a test button that when pressed tests the function of the alarm.

(o) Snow removal. Snow plowing or snow shoveling must be regularly accomplished to maintain all sidewalks and parking areas in a safe and passable condition.

<abbreviated for most relevant ordinance section>

City of Owatonna ordinance on minimum heat supply. Accessible at:
https://codelibrary.amlegal.com/codes/owatonna/latest/owatonna_mn/

OWATONNA, MN Code of Ordinances
TITLE XV: LAND USAGE
CHAPTER 151: MINIMUM HOUSING CODE

§ 151.11 INTERIOR REGULATIONS.

(A) General requirements for all living areas. Within all habitable rooms of a dwelling unit, including living areas, kitchens, bathrooms, bedrooms and basements, the following conditions shall be provided or maintained:

(1) General condition. Structural elements of the dwelling unit including doors, windows, ceilings, walls, and floors shall be in sound condition and good repair and free of fire hazards.

(2) Electrical wiring and lighting. Electrical wiring and lighting shall be in sound condition and good repair.

(3) Heating. Heating facilities shall be turned on and maintained at a minimum temperature of 68° F between October 1 and May 1.

(4) Security. Windows and exterior doors must be lockable and equipped with locking devices of an approved type.

(5) Occupant load. The minimum floor area allowance per occupant in residential dwellings shall be 200 gross square feet per occupant.

(B) Kitchens.

(1) Cooking ovens, cooking stoves, and/or cooking ranges. Cooking ovens, cooking stoves, and/or cooking ranges, if provided by owner, shall be in sound condition and repair and good operating order. Gas models shall be self-igniting and equipped with a shut off valve. Gas lines shall be in sound condition and good repair.

(2) Refrigerator. Refrigerators shall be operable, in sound condition, and in good repair.

(3) Kitchen sink. The kitchen sink shall be operable, in sound condition, and in good repair and provide adequate hot and cold running water.

(4) Food storage and preparation. Space shall be provided for the storage and preparation of foods.

(C) Bathrooms.

(1) Toilet. Bathrooms shall be equipped with an operable flush toilet, fixed washbasin or lavatory, and either a bathtub, shower or combination. Adequate hot and cold running water shall be provided.

(2) Door. A bathroom shall occupy an enclosed space equipped with a door.

<abbreviated for most relevant ordinance section>

City of Worthington ordinance on minimum heat supply. Accessible at:
<https://codelibrary.amlegal.com/codes/worthingtonmn/latest/overview>

CITY WORTHINGTON, MINNESOTA CODE OF ORDINANCES

TITLE XV: LAND USE

CHAPTER 150: BUILDING REGULATIONS

RENTAL HOUSING CODE

§ 150.10 RENTAL HOUSING MAINTENANCE AND OCCUPANCY.

<abbreviated for most relevant ordinance section>

(K) Responsibilities of owners and occupants.

(1) No owner or other person shall occupy a dwelling or dwelling unit or let to another person any rental unit unless it and the premises are clean, sanitary, fit for human occupancy, and comply with all applicable legal requirements of the state and the city.

(2) Every owner of a rental unit containing two or more dwelling units shall maintain in a clean and sanitary condition the shared or public area of the rental unit and premises thereof.

(3) Every occupant of a rental unit shall maintain in a clean and sanitary condition that part or those parts of the rental unit and premises thereof that the occupant occupies and controls.

(4) Every occupant of a rental unit shall store and dispose of all the occupant's rubbish in a clean, sanitary and safe manner.

(5) Every occupant of a rental unit shall store and dispose of all the occupant's garbage, refuse and any other organic waste which might provide food for insects and/or rodents in accordance with the provisions of Chapter 52.

(6) The owner shall ensure that the city's municipal waste contractor provides solid waste containers to meet the needs of the occupants of the dwelling.

(7) Every owner of rental units containing three or more dwelling units shall supply facilities or refuse containers for the sanitary and safe storage and/or disposal of rubbish and garbage. In the case of single- or two-family dwellings, it shall be the responsibility of each occupant to furnish such facilities or refuse containers.

(8) The owner of a rental unit shall be responsible for providing and hanging all screens, storm windows, and storm doors whenever the same are required under the provisions of this section or any rule or regulation adopted pursuant thereto, except where there is a written agreement between the owner and occupant which requires that the occupant provide such items. In the absence of such an agreement, maintenance or replacement of screens, storm doors and windows, once installed in any one season, becomes the responsibility of the occupant but the owner shall retain the obligation to ensure the occupant fulfills the requirement for such items. The occupant's responsibility shall be exclusive to his or her dwelling unit. Regardless of any agreement, written or oral, the owner has with the occupant, the final responsibility remains with the owner.

(9) Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of insects, vermin, and rats on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his or her dwelling unit is the only one infested. If the occupant does not accept such responsibility and fails to comply, the owner shall either cause compliance by the occupant or accept responsibility for the extermination of insects, vermin, and rats on the premises. Regardless of any agreement, written or oral, the owner has with the occupant, the final responsibility remains with the owner. Termite control shall always be the responsibility of the owner. Notwithstanding the foregoing provisions of this division (K)(9), whenever infestation is caused by failure of the owner to maintain a dwelling in a rat-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner. Whenever infestation exists in two or more of the dwelling units in any dwelling or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

(10) No occupant of a dwelling or dwelling unit shall accumulate rubbish, boxes, lumber, scrap metal or any other materials in such a manner that may provide a rat harborage in or about any dwelling or dwelling unit or on the premises on which the dwelling or dwelling unit is located.

(11) No owner of a dwelling containing three or more dwelling units shall accumulate or permit the accumulation of rubbish, boxes, lumber, scrap metal or any other materials in such a manner that may provide a rat, insect or vermin harborage in or about the shared or public areas of a dwelling or its premises.

(12) No owner or occupant of a dwelling or dwelling unit shall store, place or allow to accumulate any materials which may serve as food for rats or vermin in a site accessible to rats or vermin or food for insects in a site accessible to insects.

(13) Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean, sanitary and operable condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof. The owner shall ensure that the occupant fulfills this responsibility.

(14) In every dwelling unit and/or rooming unit when the control of the supplied heat is the responsibility of a person other than the occupant, a temperature of at least 68°F shall be maintained in all habitable rooms, bathroom and water closet compartments.

(15) Every owner of a dwelling or dwelling unit shall provide and maintain the dwelling or dwelling unit free from hazards to health due to the presence of toxic substances as determined by the appropriate authority. Every occupant of a dwelling or dwelling unit shall maintain the dwelling or dwelling unit free from hazards to health due to the presence of toxic substances as determined by the appropriate authority.

(16) No owner or occupant shall apply a lead-based paint to any surface in any dwelling, dwelling unit, rooming house and/or rooming unit.

(L) Minimum standards for basic equipment and facilities. No person shall occupy or let to another person for occupancy any rental unit, for the purpose of living, sleeping, cooking or eating therein, which does not comply with the following requirements: