



Vacating Your Apartment

From the Office of Minnesota Attorney General Lori Swanson

As the end of the school year approaches, some students are preparing for summer jobs, internships, or other programs, or are planning to return home, and plan to move out of their current apartments. To avoid a sticky landlord/tenant dispute, students are encouraged to fully understand their rights and responsibilities as tenants before moving out of, or “vacating,” their apartment.

Know Your Lease

Two types of housing leases — “periodic” and “definite” — are recognized in Minnesota. A “periodic” lease is renewed every payment period, typically each month, at the time rent is due. Such leases are often referred to as “month to month” leases. By contrast, “definite” leases end on a specific date, such as a one year lease. Students should review their lease to determine which type they have. If you do not have a copy of your lease, ask for a copy from your landlord. It is important for a tenant to fully understand all of the terms and conditions of the lease, because once a consumer signs the lease, he/she agrees to honor all the terms of the contract.

Ending the Lease

The terms and conditions in a lease generally govern the rights and responsibilities for ending it. For example, some month to month leases may include a provision requiring a tenant to notify the landlord within a certain time prior to moving (e.g. 60 days). The lease should define the notification responsibilities. If a month to month lease does not include specific provisions for notifying the landlord, the tenant is responsible to notify him/her at least one full rental period before the last rent payment is due.

In a definite term lease, such as a year long lease, the ending date of the lease and the tenant’s notification responsibilities are often specifically defined, listing the final day of tenancy. Some year long leases may include automatic renewal provisions, however, whereby the lease transfers to a month to month lease at the end of

the year, unless the tenant specifically notifies the landlord that he/she plans to move. Tenants with questions about their rights under their lease may call the Minnesota Attorney General’s Office at (651) 296-3353 or 1-800-657-3787.

Breaking the Lease

Tenants who break a lease by moving out early, or prior to giving appropriate notification, are responsible to pay the rest of the money owed on the lease and may also be penalized by “break lease” fees or other charges defined in the lease. Breaking a lease may cost a tenant more in the long run, because the landlord may hire a collection agency to collect the debt, which in turn may add interest or other fees in addition to the original debt. Furthermore, tenants who break a lease or fail to make rent payments may damage their credit rating and adversely affect their ability to obtain credit for post graduation purchases. A negative credit history may also make it harder to find rental housing in the future.

Tenants who are in jeopardy of breaking their leases should contact their landlord directly to attempt to resolve the situation amicably. In some cases, a landlord may agree to allow the tenant to break the lease early if he/she is able to find other tenants who agree to pay rent and maintain the property under the terms of the lease. This practice is sometimes referred to as “subleasing.” Subleasing, however, can create problems if the new tenants do not honor the terms of the lease by failing to pay rent or damaging the property. In those cases, the original tenant may be responsible for such damage or unpaid rent. Tenants wishing to sublet their apartment should consult their landlord, examine their lease, and put any subleasing agreement between themselves, the landlord, and the subletting tenants in writing. Remember, leases may specifically state that subleasing is not allowed, and landlords are generally not required to allow you to terminate a lease early.

Moving Out

Once a move-out date has been set, tenants should clean the unit in whatever fashion the lease stipulates. Tenants are typically responsible to have the unit clean prior to the move-out date. Tenants sometimes complain that they were charged for cleaning costs, which were unreasonable or unnecessary, or that their damage deposit was withheld. For instance, disputes may arise regarding the state of any carpeting in a given unit. Although landlords are not allowed to charge tenants for normal “wear and tear,” the perception of “acceptable damage” to a carpet may vary between a tenant and a landlord.

Some landlords may file lawsuits to collect payments for unpaid rent or cleaning costs. The following steps may help students avoid such problems:

1) Request a walk through. Students may ask their landlord or manager to review the unit on the move out day to clarify any outstanding repairs or cleaning that may need to be done to the unit. Tenants should ask the landlord/manager to put in writing any agreement that the unit is acceptable and sign the document.

2) Take photographs or video footage of the unit. Some students document the state of the unit on move out day with photographs or video footage. Such material may provide evidence in the event that the landlord or tenant later files a claim in court.

3) Read the lease. Tenants should closely examine the lease to make sure that they have fully completed their responsibilities prior to vacating the unit.

4) Move out on time. Tenants who do not honor the move out date may be charged fees stipulated in the lease.

5) Leave a forwarding address with the landlord or manager. Landlords are required by law to return the damage deposit (plus 1% interest) to the tenants, or submit written notification explaining why the deposit is being withheld within 21 days of the end of the lease. A

landlord may be unable to meet these requirements, however, if they are unable to locate the former tenant.

To obtain free copies of consumer brochures drafted by this Office, entitled *Landlords and Tenants: Rights and Responsibilities* and *Conciliation Court: A User's Guide to Small Claims Court*, or to learn more about other consumer issues, contact the Minnesota Attorney General's Office as follows:

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