Chapter [34A]. TENANT RIGHT TO REPAIR IN RESIDENTIAL RENTAL PROPERTY.

Section 34A.01. Declaration of policy. It is the purpose of this Chapter to protect and promote the public health, safety, and welfare of the residents of St. Paul by providing tenants with an effective remedy against standard repair violations. This Chapter shall apply to all units enumerated in Section 34A-2 of this Chapter which are rented or held out for rent to another.

Section 34A.02. Definitions.

For purposes of this Chapter, the following definitions apply:

1. *Dwelling Unit*. A single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation within the unit, as well as any common areas of the residential building containing the unit and its associated lands. For the purposes of this Chapter, "dwelling unit" shall be synonymous with "rental unit."

2. *Residential Building*. A building used in whole or in part as a dwelling, including single-family homes, multiple-family units such as apartments, and structures containing both dwelling units and units used for nondwelling purposes.

3. *Landlord*. An owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.

4. *Required Repairs*. One or more repairs, remediations, or other ameliorations of conditions concerning a dwelling unit required under a residential lease agreement or required under any law, administrative rule, or local ordinance or regulation. Required repairs shall include, but not be limited by, the list of eligible repairs enumerated in Section 34A.05(d).

5. *Tenant*. A person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, and all other regular occupants of that dwelling unit.

Section 34A.03. Right to repair.

1. In addition to any remedies provided under the rental agreement or federal, state, and local law, a tenant shall have the remedies specified in this Chapter. If a dwelling unit is in need of required repairs, a tenant may pay for the repairs and cause the repairs to be completed after a 14-day written notice and

contemporaneous 14-day opportunity to complete repairs has been provided to the landlord as provided in Sec. 34A.04. The tenant may then deduct the cost of the required repairs from the tenant's future rent or receive a reimbursement from the landlord as provided in this Chapter.

2. The tenant's deduction for the cost of the required repairs must not exceed the amount of $500 or one-half month's current rent of the dwelling unit, whichever is greater. However, if the tenant's rent is subsidized in whole or in part by a governmental agency, the deduction limitation of one month's rent shall mean the fair market rent for the dwelling and not the rent that the tenant pays.
3. A tenant may not utilize the remedies in this Chapter if the condition was caused by a deliberate or negligent act or omission of the tenant, a member of the tenant's family, or a person under the direction or control of the tenant.
4. Any waiver or attempted waiver of the rights provided by this Chapter, by contract or otherwise, is void and unenforceable.

Section 34A.04. Notice required.

(a) Prior to contracting for repairs and paying for repairs to the rental unit, the tenant must:

(1) provide a written notice to the landlord at the address where the tenant sends rent or any other known mailing address of a landlord for the rental unit;

(2) either call, text, or send an email or rental portal communication to the landlord, if such methods of communication are available and known to the tenant, providing notice; and

(3) notify the landlord of both the required repairs that are needed and of the tenant's intent to deduct the cost of the repair from the tenant's rent.

(b) The tenant must provide the notices required under this subdivision at least 14 days before initiating any repairs.

Section 34A.05. Tenant contracting repairs; notice; eligible repairs.

1. If the landlord has not completed the required repairs within 14 days of the tenant providing written notice under Sec. 34A.04, the tenant may initiate or contract for repairs.
    1. A tenant may contract for repairs under the same process in this section for required repairs in a common area or associated lands of a residential building if the repair is necessary for the safety and operation of the building for tenants.

(2) Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant must notify all other affected tenants and must cause the work to be done so as to create the least practical inconvenience to the other tenants.

(3) The tenant right to organize under Minn. Stat. § 504B.212 applies to seeking repairs in a common area.

(b) All repairs made must be made in a workmanlike manner and, if required by law, by persons who are licensed to perform the required work.

(c) If the landlord disputes that a repair is required, they must send written notice to the tenant within 14 days of the tenant's notice and arrange for the building official to inspect the property. If a landlord does not respond to the tenant's notice within 14 days, the landlord waives their right to claim that a repair is not required. If the inspection confirms that the repair is required, or if an inspection does not occur within 30 days of the landlord's written notice of dispute, the tenant retains the right to initiate the repair.

(d) For purposes of this Chapter, eligible required repairs include, but are not limited to, any of the following circumstances:

1. Failure to maintain floors, interior walls or ceilings in sound condition and good repair;
2. Failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight;
3. Failure to provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, or kitchen sink;
4. Failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;
5. Failure to provide or maintain electrical systems, circuits, receptacles and devices as required by the municipal code;
6. Failure to maintain and repair any equipment or appliances which the landlord supplies or is required to supply;
7. Failure to maintain heating facilities or gas-fired appliances in compliance with the requirements of the municipal code;
8. Failure to maintain the structural integrity of the building or structure or parts thereof; Failure to maintain exit, stairway, fire escape or directional signs where required by the municipal code;

9. Failure to provide smoke alarms, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the municipal code;
10. Failure to maintain elevators in compliance with applicable provisions of the municipal code;
11. Failure to install and maintain smoke alarms and carbon monoxide alarms in compliance with applicable provisions of the municipal code;
12. Failure to provide adequate hall or stairway lighting as required by the municipal code;
13. Failure to maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;
14. Failure to make the premises and all common areas reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings;
15. Failure to supply screens where required by the municipal code;
16. Failure to maintain stairways or porches in safe condition and sound repair;
17. Failure to maintain the basement or cellar in a safe and sanitary condition, if applicable;
18. Failure to maintain garage(s) in safe condition and sound repair, if applicable;
19. Failure to maintain outside grounds of the rental property in safe and sound condition, including prompt removal of snow or ice from sidewalks, walkways, and driveways;
20. Failure to maintain facilities, equipment or chimneys in safe and sound working condition;
21. Failure to prevent the accumulation of stagnant water;
22. Failure to exterminate insects, rodents or other pests;
23. Failure to supply or maintain facilities for refuse disposal;
24. Failure to prevent the accumulation of garbage, trash, refuse or debris as required by the municipal code;
25. Failure to provide adequate light or ventilation as required by the municipal code; or

26. Failure to maintain the dwelling unit and common areas in a fit and habitable condition.

Section 34A.06. Deduction; reimbursement.

(a) The tenant must provide a payment receipt to the landlord before subtracting the amount paid for repairs from the rent.

(b) As an alternative to a tenant's deduction of rent, a landlord may directly reimburse the tenant for the cost of repairs listed on a payment receipt.

(c) A landlord must reimburse a tenant for any outstanding payments made by a tenant under this section if the lease terminates before the tenant is able to deduct costs from future rent.

(d) Tenant deductions from rent shall not affect the calculation of current rent under the Rent Stabilization Ordinance, Chapter 193A and regulations implemented thereunder, unless the required repair threatens the health or safety of any tenant, in which case the maximum allowable monthly rent for the unit, for the purposes of calculating a rent increase only, shall be decreased by the mean average of all deductions or payments to the unit's tenants under this Section over the preceding 12-month period.

(e) Notwithstanding a tenant's payment for repairs that are deducted from rent under this subdivision, nothing in this subdivision relieves a landlord from the requirements of United States Code, title 26, section 6041, paragraph (a).

Section 34A.07. Liability; rights to property.

1. Nothing in this section shall abridge the liability of a contractor, servicer, vendor, or any other person who enters the premises to make repairs to the landlord for damage to property under the applicable principles of statutory and common law.

(b) Any new appliance, fixture, supplies, tools, or other property acquired pursuant to a deduction or payment made under this section shall become the property of the landlord once the deduction or payment has been made.

Section 34A.08. Eviction or Retaliation Prohibited.

1. Adverse action must not be taken against a tenant who exercises their rights under this Chapter if the negative action is intended in whole or in part as a penalty for the residential tenant's exercise of rights under this Chapter. Negative actions include, but are not limited to: increasing a tenant's rent or obligations, decreasing services, altering an existing rental agreement, filing a legal action against a tenant, contacting federal or state law enforcement related to a tenant's immigration status,

or seeking to recover possession, whether via eviction or termination of the tenancy, or threatening any such action.

2. No person or tenant who complies with this section may be evicted for nonpayment of rent because said person or tenant has elected to act under this Chapter and has deducted the cost of work from rental payments.

3. If a landlord takes any adverse action against a tenant who has participated in protected activity under this ordinance within 90 days of the protected activity, such adverse action is presumed to be retaliation and is illegal.

Section 34A.09. Enforcement; Penalty.

(a) Private Right of Action. If any person violates this Chapter, the tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, up to a $500 civil penalty for each violation, costs, disbursements, and reasonable attorney fees. A tenant may follow the procedures in Minn. Stat. §§ 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this Chapter.

(b) City Enforcement. The landlord or owner of any property where a violation of this Chapter occurs, and any person violating this Chapter, may be fined as provided in Section 1.05 of this Code and any other administrative citations authorized by this Code. Any landlord who violates this Section shall be guilty of a misdemeanor, punishable in accordance with the provisions of section 1.05 of this Code.

Section 34A.10. Clarification; Exception.

(a) This Chapter does not infringe upon the right to emergency repairs under Chapter 29A, Chapter III.

(b) This Chapter does not apply to owner-occupied units exempted from the requirement to have and maintain a fire certificate of occupancy under Section 40.02, bed and breakfast residences as defined in Section 378.02, short-term rentals as defined in Section 379.01, or hotels as defined in Section 407.02.