



Landlord's repair fees seem excessive

By KELLY KLEIN

Last update: October 31, 2008 - 9:37 AM

Q I am a student at the University of Minnesota. My roommates and I recently moved out of a house in the Dinkytown area. We received a letter from our landlord regarding our security deposit of \$2,250. We did not receive any money back and were told that we owe money for light bulb replacements, paint, filling nail holes, a damaged hinge on a door, etc.

There is no item of significant damage listed. The only cleaning charge listed is for marks on the front door, for which we are being charged \$125. We are being charged \$20 for each light bulb replacement, \$550 to paint and fill nail holes in one room, and \$125 to paint over four large marks of peeled paint.

Are these damages beyond normal wear? If they are, how can we prove the charges are excessive? After experiencing the poor maintenance of the house while living there, I am doubtful the landlord spent that amount of money to "repair" the house.

A There is no actual definition of ordinary wear and tear. As Minnesota Statute 504B.178 states, a landlord is required to return the damage deposit, with the appropriate interest, less amounts owed to the landlord for rent or other such items or as reasonably necessary to return the unit to its condition at the start of the tenancy, ordinary wear and tear excepted.

I think some of these items definitely are not ordinary wear and tear. However, assuming that you did not remove all of the light bulbs when you left, \$20 to replace all of those bulbs may be a little excessive.

The other amounts sound a little over the top, as well. The general rule of thumb is that labor cost is about \$40 to \$70 per hour for general repair work. Eight to 10 hours to fill and paint nail holes seems like a lot.

I think that you should review Minnesota Statute 504B.178. If you feel that the landlord is acting in bad faith, you have the right to request additional penalties.

Your only recourse is to bring an action in conciliation court, and ask that the court determine the reasonable cost of these items and/or determine that they are not ordinary wear and tear. You should bring a copy of

Advertisement



TWO LOBSTER DINNERS FOR \$19.99
TWO WHOLE CANADIAN LOBSTERS
EACH SERVED WITH DRAWN BUTTER, FRESH LEMON, BAKED POTATO, CORN ON THE COB, DINNER ROLL WITH BUTTER AND A HOUSE SALAD WITH YOUR CHOICE OF DRESSING

FEBRUARY 17 - MARCH 7
Owned and Operated by the Shakopee Mdewakanton Sioux Community

Mystic LAKE
CASINO • HOTEL
mysticlake.com



Minnesota Statute 504B.178 with you to court, along with anyone who can testify as to the condition of the unit when you moved in and when you left.

While there are many good landlords, there are some who try to evade the law. If you know the people who moved in, you may want to go into the unit to see if the work was actually done.

Q Are Minnesota landlords required to serve a "cure or quit" type of notice to the tenant that they are breaking their lease/agreement before filing an eviction action/unlawful detainer, or is the landlord allowed to proceed directly to unlawful detainer without written notice that demands payment or rectification from tenant beforehand?

If written notice from the landlord is required, how must it be delivered, and how many days in advance before an unlawful detainer can be filed?

A Minnesota law does not require that a landlord give a tenant a "cure or quit" notice. If the tenant has committed a material breach of the lease, the landlord is entitled to pursue an eviction action without first notifying the tenant.

Some leases do require that the landlord first give the tenant an opportunity to cure, and often, if the lease violation is something the landlord feels may not rise to the level of a material breach, then the landlord may decide to pursue that option prior to filing an action and maybe not prevailing.

Kelly Klein is a Minneapolis attorney. Do not rely on advice in this column regarding a legal situation until you consult a qualified attorney; information provided by readers is not confidential; participation in this column does not create an attorney/client relationship, and no such relationship is created without a retainer agreement with Klein. If you have questions concerning renting, you can e-mail her at kklein@kleinpa.com, post your questions at www.startribune.com/kellyklein or write in care of Star Tribune, 425 Portland Av. S., Minneapolis, MN 55488.

Advertisement



TWO LOBSTER DINNERS FOR \$19.99 **TWO WHOLE CANADIAN LOBSTERS**

EACH SERVED WITH DRAWN BUTTER, FRESH LEMON, BAKED POTATO, CORN ON THE COB, DINNER ROLL WITH BUTTER AND A HOUSE SALAD WITH YOUR CHOICE OF DRESSING

FEBRUARY 17 - MARCH 7

Owned and Operated by the Shakopee Mdewakanton Sioux Community

Mystic LAKE

CASINO • HOTEL
mysticlake.com