

INSTRUCTIONS

HOME LINE FORM LETTERS

1. Fill out the appropriate letter. If you need help filling out the letter, call HOME Line's Tenant Hotline at 612-728-5767 in the metro area or 1-866-866-3546 if you are long distance, and a tenant advocate will be happy to help you.
2. Make sure you sign the letter and date the letter.
3. Make a copy of the letter after you sign and date it. Keep it for your personal file. The copy can be useful if you need to file a court action.
4. If possible, send the original request by certified mail (with tracking information, but not a required signature) to the landlord or property owner (whomever you pay rent to or is named on the lease). If you cannot afford certified mail, first class mail (a regular stamp) will do. Be sure to write down the date of mailing.
5. The letter you filled out gives your landlord a certain number of days to respond. Allow your landlord that amount of time to reply to your request.
6. If the landlord or property owner fails to comply with your request, you can choose to submit a complaint to the City of St. Paul to have city staff investigate potential violations to the rent stabilization ordinance in Chapter 193A of Saint Paul's legislative code. Visit this City of St. Paul website to submit a complaint:
<https://bit.ly/RentComplaint>
7. You can also call HOME Line to discuss options with a tenant advocate.

Contesting Rent Increase Under the St. Paul Rent Stabilization Ordinance

Landlord Name

Street Address

City, State, Zip Code

I, _____, reside at your property located at:
Tenant Name

Address, Unit Number if applicable, City, State, Zip Code

St. Paul's Residential Rent Stabilization Ordinance ("RSO," Code of Ordinances, Part II, Title XIX, Chapter 193A) prohibits rent increases of 3% greater than any rent paid in the prior 12 months unless the Department of Safety & Inspections ("DSI") authorizes such an increase. My current rent is \$_____. You have proposed a new rent of \$_____. This constitutes a rent increase of _____%. **Because this is an increase greater than 3%, you must provide the city determination authorizing you to charge this increase.** Please provide a copy of the DSI determination, a copy of the Maintenance of Net Operating Income Worksheet, and any other related documentation outlining the need for an exception to the 3% limit. If you cannot or do not provide that information, I demand that you rescind this rent increase within 7 days.

If you do not provide the city determination and related documentation, or rescind your proposed rent increase within 7 days, I will file a complaint with the DSI and may appeal any determination issued. The DSI investigates tenant complaints, may audit your financial information, and can penalize landlords for violating the RSO (administrative fines and/or criminal prosecution are allowed). In addition, I reserve my right to enforce the RSO's protections in civil court.

Thank you for your time and attention in this matter.

Tenant Signature

Date

Rent Increase Worksheet

The RSO defines “rent” as “All monetary consideration charged or received by a landlord concerning the use or occupancy of a rental unit pursuant to a rental agreement.”¹ Below, please find an explanation of my rent calculations.

CURRENT RENT CALCULATIONS	
Charge	Amount
Base Rent:	
Late Fees: <i>(average per month over tenancy)</i>	
Other Rents: <i>(pet rent, parking space rent, etc.)</i>	
Other Fees: ² <i>(average per month over tenancy)</i>	
Utility-related Expenses in excess of the amount on the bill: ³	
<u>TOTAL:</u>	

PROPOSED RENT CALCULATIONS	
Charge	Amount
Base Rent:	
Late Fees: <i>(average per month over tenancy)</i>	
Other Rents: <i>(pet rent, parking space rent, etc.)</i>	
Other Fees: <i>(average per month over tenancy)</i>	
Utility-related Expenses in excess of the amount on the bill:	
<u>TOTAL:</u>	

(\$ _____ proposed rent ÷ \$ _____ current rent) – 1, then multiplied by 100 = _____ % rent increase

¹ St. Paul, Minn., Code of Ordinance pt. II, tit. XIX, § 193A.03(v) (2023).

² Fees which should be included in rent include repairs, maintenance, painting, light, hot and cold water, elevator service, window shades and screens, storage units, kitchen, bath, and laundry facilities and privileges, janitorial services, refuse removal or utilities that are paid by the landlord and not billed to tenants dollar-for-dollar, furnishings, telephone services, vehicle parking spaces, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of the rental unit.

³ The DSI excludes from rent any charges for “sub-metered gas, electricity or water which are paid directly by the tenant” as a pass-through expense, as well as “refuse disposal, sewer service, and, or other services which are either paid by the tenant as a Pass-through Expense and/or are regulated by state or local law.” However, any additional charges related to these utilities, such as a third-party billing charge, must be included in rent.