



Tenant Hotline

Phone: 612-728-5767

Online: homelinemn.org/email

Heat and Mold

October 21, 2026 — 1:30-2:30pm

HOME Line's Lead Attorney - Public Education, Melissa Johnson

HOME Line's Managing Attorney, Samuel Spaid

What is HOME Line?

- HOME Line is a statewide nonprofit organization providing free legal, educational, and advocacy services to Minnesota renters.
- We provide free and confidential legal advice to residential tenants through our hotline in 4 languages.
- We have advised over 350,000 renters since 1992.

Contacting the Hotline

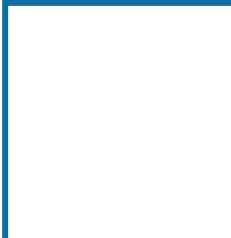
- For English, call 612-728-5767
- Para Español, llame al 612-255-8870
- Af- Soomaali wac 612-255-8860
- Hais lus Hmoob, Hu 612-255-7104
- homelinemn.org/email
- homelinemn.org/mandenos-un-e-mail

Housekeeping

- This session is being recorded and will be available on HOME Line's website in a few days
- Please ask questions through the Q&A function located at the bottom of the Zoom window

Upcoming Webinars

- November 18, 2026 - HOME Line's Public Policy Agenda
- December 2026 - Who Calls HOME Line



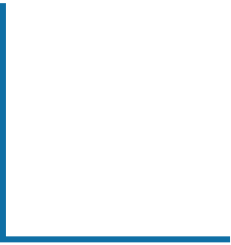
Heat and Mold

HOME Line



Outline

- Heat
 - Why adequate heat matters to tenants
 - What does the law say about heat
 - Best Practices and Remedies
- Mold
 - How does mold affect tenants
 - What does the law say about mold
 - Best practices



Heat

Heat Basics

- Minimum temperature requirements
 - 68°F October 1- April 30 in rental units
- Minneapolis specific requirements
 - 65°F May 1- 15 and September 15-30
 - Provide 2 temporary heat source

Measuring and documenting temperature best practices

- Location Matters
 - 3 Feet from a wall, window, or doorway
 - 3 Feet from the floor
- Thermometer
- Documenting
 - Date
 - Time
 - Room Temperature

Measuring temperature <https://www.youtube.com/watch?v=ocYtNo8665Y>

Rent Escrows versus ETRAs

Rent Escrow

- Below 68° F
- 14 day repair letter
- Can file on day 15
- Filing fee \$75-\$80
- Hearing in about 2 weeks

ETRA

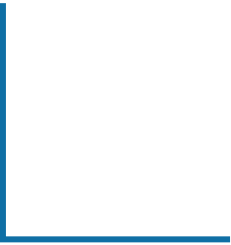
- Below 60° F
- 24 hour notice of repair
- Can file hour 25
- Filing fee \$75-\$80
- Hearing relatively quick

Remedies

- Court Appointed Administrator
- Court ordered repairs
- Repair and Deduct
- Award Damages
 - Rent abatement for the past
 - Rent deduction moving forward
- Other options

Takeaways regarding Heat

- Know who to contact and report issues immediately
- Document temperatures and communications
- Minn. Stat. 504B.155 — abandoning the property November 15- April 15
- Read your lease for winter vacation clauses



Mold

What type of issue is mold?

- Unmade repairs are the most common reason tenants contact us
- Mold is one of the most common repairs questions
- Mold ***may be*** a repair issue
- Mold ***may be*** something you can force your landlord to fix
- When does mold become a repair issue the landlord needs to fix?

Problems with Mold

- Mold can cause a variety of health issues (e.g. stuffy nose, sore throat, burning eyes, skin rash, etc.)
- “Asthma is the most common chronic disease in American children and the leading cause of ER visits, hospitalization and school absenteeism” and that tenants frequently mentioned mold as a trigger. [Housing and Health: The Effect of Housing on the Health of Low-income Renters in Richfield](#)
- Damage to personal property (or the landlord’s)

Mold Is not Inherently Bad

- “There is always some mold around. Molds have been on the Earth for millions of years.” CDC
- “There is no practical way to eliminate all mold and mold spores in the indoor environment; the way to control indoor mold growth is to control moisture.” EPA
- Your home has mold in it right now
- Landlords are not required to remove or remediate all mold

What Can you Do About Mold

- Tenants do have some obligation not to cause mold
- However, Landlord can't pass the burden of repair on to a tenant
- It doesn't matter what the lease says

Mold Addendums

3. ABOUT MOLD. Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

Landlord's Obligations

- Doesn't matter what the lease says
- Landlords have an obligation to
 - Keep the unit fit to live in
 - Keep the unit in reasonable repair
 - Keep the unit in compliance with health and safety laws
- Can take the landlord to court if they don't fix the problem

Different ways to force repairs

- Rent Escrows (for non-emergency repairs)
- Emergency Tenant Remedies Actions, or ETRAs (for emergency repairs)
- Fritz Defense (withholding rent) in an Eviction for unmade repairs (not recommended)

Problems With Mold Cases

- The primary problem with mold cases is proof
- Sometimes the problem is obvious, often it is not
- Mold cases often require expert testimony
- City inspectors don't like dealing with mold and will often refuse to inspect or cite a landlord for mold
- Private inspectors cost money

Mold Decisions

- Trevino v. Connect Property Management (Rent Escrow, 52-CV-26-331)
- Johnson v. Marathon Management (ETRA, 27-CV-HC-24-755)
- RH Eden Prairie, LLC v. Natalie Garcia (Eviction, 27-CV-HC-25-4151)
- Ritger v. Anderson (Eviction, 02-CV-19-3545)
- Brendalen v. Sundae (Rent Escrow, 19AV-CV-13-2620)

Trevino v. Connect Property Management

- Tenants complained about mold and poor air quality
- The landlord cleaned the air ducts, AC, and dryer vent
- The landlord did not do anything about the mold alleged in the main bedroom closet
- Tenant filed (and won) a rent escrow

Trevino v. Connect Property Management continued

- Jonathan Trevino (tenant) was an industrial hygienist and qualified as an expert and the landlord also hired an inspector (who did not testify in court)
- Multiple samples and tests performed that provided conflicting results
- “Interpretation of the test results is very difficult for the Court without some testimony from an expert or some references to scientific publications. . . . Nevertheless, the Court concludes that Connect’s defense that the residence is “clean” with no mold present is questionable.”
- Tenant allowed to hire a contractor to inspect for mold, with the court holding onto the escrowed money, alternatively tenant can break the lease.

Johnson v. Marathon Management

- Tenant filed an ETRA alleging an emergency on the property due to the presence of black mold
- “From the beginning of the tenancy both Tenant and her child showed signs of illness. Their condition was persistent, with ongoing breathing problems and the coughing up of blood.”
- Tenant purchased a test kit
- Tenant asked landlord to hire a professional, but landlord refused

Johnson v. Marathon Management continued

- Tenant lost
- The court agreed with the landlord that the “Tenant failed to present evidence to establish a basis for an outcome in her favor . . . Tenant has failed to offer any supportive evidence for her claim beyond the allegation itself.”
- Case was dismissed

RH Eden Prairie, LLC v. Natalie Garcia

- Eviction for nonpayment. Tenant raised a Fritz defense due to mold.
- Court prevented tenant from testifying that they had mold due to lack of expertise: “Tenants could describe what they saw in the Property, but did not have the expertise to characterize conditions [of] the Property as “harmful mold”, nor testify about the health effects of mold, without the use of the testimony of an expert.
- Tenant testified about inadequate ventilation and “spots on the ceiling” that the landlord painted over

RH Eden Prairie, LLC v. Natalie Garcia continued

- Mold kept reappearing although the landlord eventually replaced the bathroom fan
- “Tenants have successfully shown that Landlord failed to keep the premises in reasonable repair, as Landlord failed to timely repair Tenants’ bathroom.”
- Tenant won for “black spots” and “inadequate ventilation”
- “The Court finds that two percent (2%) rent abatement is appropriate based on the impairment of Tenants use and enjoyment of the Property, totaling \$322.32.”

Ritger v. Anderson

- Eviction for nonpayment. Tenant raised a Fritz defense due to mold.
- Court discounted the results from a mold test kit. Said, “it is not disputed that there is mold” but, “this is not sufficient to determine [that] the condition of the premises violated the statutory covenants of habitability”
- No rent abatement and tenant lost the Fritz defense

Brendalen v. Sundae

- Rent Escrow
- Unclear what evidence was presented (seems likely it was personal testimony and photos only)
- Court found that “There is a lot of mold in the bathroom” and ordered the landlord to “gut and replace entire bathroom”

Best Practices

- Make sure to act responsibly to control moisture
- Treat mold like a repair (e.g. document and ask for repairs in writing)
- **Don't** pursue mold claims in court **without** good evidence
 - Photos (only if the mold is really, really bad)
 - Mold is connected to another, easier to prove issue (e.g. water leak)
 - You have an expert who can testify in court (e.g. an inspector)
- **Don't rely** on home test kits or personal testimony

Other Resources

- [Moisture and Mold Indoors - University of Minnesota](#)
- [Mold in Rental Housing - MN Department of Health](#)
- [Asthma Home-Based Services](#)

Questions?