

Article [IIIA]. TENANT RIGHT TO REPAIR IN RESIDENTIAL RENTAL PROPERTY.

Section 29A-____. Statement of purpose; scope. It is the purpose of this Article to protect and promote the general health, safety and welfare of the citizens of Duluth by providing tenants with an effective remedy against standard repair violations. This Article shall apply to all units enumerated in Section 29A-2 of this Chapter which are rented or held out for rent to another.

Section 29A-____. Definitions.

For purposes of this Article, the following definitions apply:

- (a) Dwelling Unit. "Dwelling unit" shall have the same definition as Sec. 29A-27(e), and is synonymous with "rental unit."
- (b) Landlord. "Landlord" means an owner of real property, a property manager, agent, licensee, or other person directly or indirectly in control of rental property.
- (c) Required Repairs. "Required repairs" are those required under a residential lease agreement or required under a law, administrative rule, or local ordinance or regulation. Required repairs shall include the list of eligible repairs enumerated in Section 29A-____(d).
- (d) Tenant. "Tenant" shall have the same definition as Sec. 29A-27(h).

Section 29A-____. Right to repair.

- (a) 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 Article. If a dwelling unit is in need of required repair(s), a tenant may pay for the repairs in a rental unit after a 14-day notice and an opportunity to repair has been provided to the landlord as provided in this Article. The tenant may then subtract the cost of the required repairs from the tenant's future rent or receive a reimbursement from the landlord as provided in this Article.
- (b) The tenant's deduction for the cost of the repair or remedy must not exceed the amount of \$500 or one-half month's 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.

(c) A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

(d) Any waiver or attempted waiver of the rights provided by this Article, by contract or otherwise, is void and unenforceable.

Section 29A-____. Noticed required.

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

- (1) provide a written notice to the landlord at the address where the tenant sends rent;
- (2) either call, text, or send an email or rental portal communication to the landlord, if the telephone number or email is known; and
- (3) notify the landlord of the repair that is 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 notice required under this subdivision at least 14 days before initiating any repairs.

Section 29A-____. Tenant contracting repairs; notice; eligible repairs.

(a) If the landlord has not provided the tenant with a scheduled repair date or the required repair is not completed within 14 days of the tenant providing written notice under [Section #], 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 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 applicable, 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 Article, eligible required repairs include, but are not limited to, any of the following circumstances:

- Failure to maintain floors, interior walls or ceilings in sound condition and good repair;
- Failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight;
- Failure to provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, or kitchen sink;
- Failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;
- Failure to provide or maintain electrical systems, circuits, receptacles and devices as required by the municipal code;
- Failure to maintain and repair any equipment or appliances which the landlord supplies or is required to supply;
- Failure to maintain heating facilities or gas-fired appliances in compliance with the requirements of the municipal code;
- 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;
- Failure to provide smoke alarms, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the municipal code;
- Failure to maintain elevators in compliance with applicable provisions of the municipal code;
- Failure to provide adequate hall or stairway lighting as required by the municipal code;
- Failure to maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;
- 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;
- Failure to supply screens where required by the municipal code;
- Failure to maintain stairways or porches in safe condition and sound repair;
- Failure to maintain the basement or cellar in a safe and sanitary condition, if applicable;
- Failure to maintain garage(s) in safe condition and sound repair, if applicable;
- 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;

Failure to maintain facilities, equipment or chimneys in safe and sound working condition;
Failure to prevent the accumulation of stagnant water;
Failure to exterminate insects, rodents or other pests;
Failure to supply or maintain facilities for refuse disposal;
Failure to prevent the accumulation of garbage, trash, refuse or debris as required by the municipal code;
Failure to provide adequate light or ventilation as required by the municipal code; or
Failure to maintain the dwelling unit and common areas in a fit and habitable condition.

Section 29A-____. 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) 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 29A-____. Liability; rights to property.

- (a) A contractor or servicer who enters the premises to make repairs under this section is liable to the landlord for any damage to property.
- (b) Any new appliance acquired pursuant to this section is the property of the landlord.

Section 29-A____. Eviction or Retaliation Prohibited.

Negative action must not be taken against a tenant who exercises their rights under this Article if the negative action is intended as a penalty for the residential tenant's exercise of rights under this Article. Negative actions include, but are not limited to: filing an eviction, issuing a notice of nonrenewal, increasing monthly rent, increasing tenant's obligations under a lease, or decreasing services under a lease. 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 Article and has deducted the cost of work from rental payments.

If the landlord takes any undue negative action against a tenant who has participated in protected activity under this ordinance, it is presumed to be retaliation and is illegal.

Section 29-A _____. Enforcement; Penalty.

(a) Private Right of Action. If any person violates this Article, the tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, and up to a \$500 civil penalty for each violation 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 Article.

(b) City Enforcement. The landlord or owner of any property where a violation of this Article occurs, and any person violating this Article, may be fined as provided in Section 1-7 or Section 12-6 of this Code. The City may issue administrative penalties or otherwise penalize a landlord for violation of this Article in accordance with the City Charter and Chapter 12 of this Code.

Section 29A- _____. Clarification; Exception.

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

(b) This Article does not apply to short-term rental units such as an Accessory Home Share, Accessory Vacation Dwelling Unit or Vacation Dwelling Unit, as defined in Sections 50-41.1 and 50-41.22.