
Standpoint Housing Team Update

November/December 2021



Security Deposit Return

Minnesota tenants are entitled to the return of their full security deposit plus interest, unless: (1) the tenant owes unpaid rent or fees; (2) the tenant caused damage to the property that was more than **ordinary wear and tear** and not a result of domestic or sexual violence; or (3) the written lease agreement allows for other specific deductions (some deductions are illegal and should not be upheld even if in the lease agreement). Minnesota law does not require the property be in the same condition as when the tenant moved in – some wear and tear is expected. The cleaning and maintenance necessary to restore the property to move-in condition is the responsibility of the landlord, except when the damage to the unit exceeds ordinary wear and tear. This can be a challenging issue for tenants and landlords, because determining what is ordinary wear and tear is subjective. The longer a tenant lives in the property, the more wear and tear is expected.

MEET THE STANDPOINT HOUSING TEAM



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The key to getting the security deposit returned is providing the landlord with a forwarding address. If the landlord has a forwarding address, the landlord has 21 days to return the full security deposit plus interest, or provide the tenant with a written statement explaining why the landlord is keeping some or all of the security deposit. Failure to meet this 21-day requirement subjects the landlord to monetary penalties equal to the amount owed, in addition to the actual amount owed, and a possible additional \$500 for punitive damages. (For example, if a tenant is owed \$1500 for a security deposit return, the landlord could be liable to the tenant for as much as \$3500 plus interest.)

Reminder: As discussed in our October 2021 Housing Team Update, tenants who terminate their lease early due to fear of violence, pursuant to Minnesota Statute 504B.206, forfeit their security deposit. However, tenants who terminate the lease early due to fear of violence under VAWA are entitled to the return of their security deposit.

Thank You for a Great Year!

We have been honored to connect with so many advocates and victim/survivors over the past year. In fiscal year 2021, the Housing Team saw a **93% increase** in Action Line calls! Thank you for your calls, your referrals, and for learning with us through our newsletters and trainings. We are always here to support you, and we look forward to working together in the coming year! Happy holidays!