



Vacating Your Apartment

From the Office of Minnesota Attorney General Lori Swanson

Vacating an apartment or house brings with it a number of issues that every tenant should consider. To avoid a sticky landlord/tenant dispute, tenants are encouraged to fully understand their rights and responsibilities before moving out of, or “vacating,” an apartment or house.

Know Your Lease

Two types of housing leases—“periodic” and “definite”—are recognized in Minnesota. A “periodic” lease is renewed every payment period, typically each month, at the time rent is due. Such leases are often referred to as “month-to-month” leases. By contrast, “definite” leases, such as a one-year lease, end on a specific date. You should review your lease to determine which type of lease you have. If you do not have a copy of your lease, ask for a copy from your landlord. If you have a written lease, the landlord is required to give you a copy of it. It is important for you to fully understand all of the terms and conditions of your lease, because once you sign the lease, you agree to honor all of its terms.

Ending the Lease

The terms and conditions in a lease generally govern the rights and responsibilities for ending it. For example, some month-to-month leases may include a provision requiring you to notify the landlord within a certain time prior to moving (e.g. 60 days). The lease should define the notification responsibilities. If a month-to-month lease does not include specific provisions for notifying the landlord, you must notify the landlord, at least one full rental period before the last rent payment is due, that you plan to end the lease.

In a definite term lease, such as a year-long lease, the ending date of the lease and your notification responsibilities are often specifically defined, listing the final day of tenancy. Some year-long leases may include automatic renewal provisions, however, whereby the lease transfers to a month-to-month lease at the end of

the year, unless you specifically notify the landlord that you plan to move. If you have questions about your rights under your lease you may call the Minnesota Attorney General’s Office at (651) 296-3353 (Twin Cities Calling Area) or (800) 657-3787 (Outside the Twin Cities).

Breaking the Lease

Tenants who break a lease by moving out early, or prior to giving appropriate notification, are generally responsible for paying the rest of the money owed on the lease and may also be penalized by “break lease” fees or other charges defined in the lease. Breaking a lease may cost you more in the long run, because the landlord may hire a collection agency to collect the debt, which in turn may add interest or other fees in addition to the original debt. Furthermore, breaking a lease or failing to make rent payments may damage your credit rating and adversely affect your ability to obtain credit for other purchases. A negative credit history may also make it harder to find rental housing in the future.

If you are in jeopardy of breaking your lease, you should contact your landlord directly to attempt to resolve the situation amicably. In some cases, a landlord may agree to allow you to break the lease early if you are able to find other tenants who agree to pay rent and maintain the property under the terms of the lease. This practice is sometimes referred to as “subleasing.” Subleasing, however, can create problems if the new tenants do not honor the terms of the lease by failing to pay rent or damaging the property. In those cases, you may be responsible for such damage or unpaid rent. If you wish to sublet your apartment you should consult your landlord, examine your lease, and put any subleasing agreement between yourself, the landlord, and the subletting tenants in writing. Remember, leases may specifically state that subleasing is not allowed, and landlords are generally not required to allow you to terminate a lease early.

Moving Out

Once a move-out date has been set, you should clean the unit in whatever fashion the lease stipulates. Tenants are typically responsible to have the unit clean prior to the move-out date. Tenants sometimes complain that they were charged for unreasonable or unnecessary cleaning costs, or that their damage deposit was withheld. For instance, disputes may arise regarding the state of any carpeting in a given unit. Although landlords are not allowed to charge tenants for normal “wear and tear,” the perception of “acceptable damage” to a carpet may vary between a tenant and a landlord.

Some landlords may file lawsuits to collect payments for unpaid rent or cleaning costs. The following steps may help you avoid such problems:

- 1. Request a walk through.** You may ask your landlord or manager to review the unit on the move out day to clarify any outstanding repairs or cleaning that may need to be done to the unit. You should ask the landlord/manager to put in writing any agreement that the unit is acceptable and sign the document.
- 2. Take photographs or video footage of the unit.** Some tenants document the state of the unit on move out day with photographs or video footage. Such material may provide evidence in the event that you or the landlord later files a claim in court.
- 3. Read the lease.** You should closely examine the lease to make sure you have fully completed your responsibilities prior to vacating the unit.
- 4. Move out on time.** Tenants who do not honor the move out date may be charged fees stipulated in the lease.
- 5. Leave a forwarding address with the landlord or manager.** Landlords are required by law to return the damage deposit (plus one percent interest) to the tenants, or submit written notification explaining why the deposit is being withheld within 21 days of the end of the lease.

A landlord may be unable to meet these requirements, however, if they are unable to locate the former tenant.

To obtain free copies of consumer brochures drafted by this Office, entitled *Landlords and Tenants: Rights and Responsibilities* and *Conciliation Court: A User's Guide to Small Claims Court*, or to learn more about other consumer issues, contact the Minnesota Attorney General's Office as follows:

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