

CDA

COMMUNITY  
DEVELOPMENT  
AGENCY SCOTT COUNTY

We invest in opportunities to live and work in Scott County



APRIL 25, 2024 PROPERTY MANAGER INFORMATION MEETING

# Agenda

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Introduction

NSPIRE:  
Most common fail items and  
24 hour fails

HOME Line

Notice of Entry Acknowledgement  
and Smoke-Free Addendum

30 Day Notice for Non-payment of Rent

Questions

Electrical	GFCI outlets inside and out Bathroom outlets
Common Areas	Everything is Inspectable.
Dryer Vents	Keep them clean, unkinked and connected.
Exterior	Siding Window Screens Holes penetrating through the property. Handrails required for anything with 4 or more steps.
Smoke Alarms & CO2 Detectors	Smoke alarms: 1 on each level, 1 in each bedroom, 1 within 20ft of the bedroom. CO2: 1 on each level if property has gas burning appliances or heating systems. No longer can be battery only; need to be hard wired or internal lithium battery.



In limited circumstances, this law allows a tenant to end their lease early to move into a medical facility with two month's notice.

**Revamp to Multiple Eviction Procedural Rules (Effective 1/1/24 and applies to actions filed on/after 1/1/24)**

*Problem: Evictions happen quickly and judges often placed heavy financial burdens on tenants.*

Long-needed modernization of the eviction court process will slow down the eviction process, give tenants a better chance at redeeming, and provide the tenant with more information and greater protection both in defending the case in district court and on appeal.

**Right to Counsel in Public Housing Breach-of-Lease Evictions (Effective 8/1/23)**

*Problem: There is no right to representation and most tenants have to represent themselves.*

A tenant in public housing is entitled to free representation in a breach of lease case.

**No Pet Declawing and Devocalization Allowed (Effective 1/1/24 and applies to leases signed on/after 1/1/24)**

*Problem: A landlord can require declawing or devocalization as a condition of having a pet.*

If a landlord accepts pets, they won't be able to require either declawing or devocalization.

**Right to Move-in and Move-Out Inspections (Effective 1/1/24 and applies to leases signed on/after 1/1/24)**

*Problem: There was no right to have move-in or move-out inspections.*

Tenants have a right to request both a move-in and a move-out inspection, minimizing security deposit disputes about damages.

**No Forced Early Lease Renewals (Effective 1/1/24 and applies to leases signed on/after 1/1/24)**

*Problem: Landlord's were requiring tenants to resign leases just months after moving in.*

Landlords can't force the tenant to renew the lease more than 6 months before the lease is over.

**Limitations on Crime-Free Ordinance Lease Provisions (Effective 6/1/24)**

*Problem: Landlords tried to evict tenants for any minor crime committed anywhere.*

Landlords can't evict a tenant for committing most crimes if the crimes were committed somewhere other than on the property.

**Cannabis (effective dates vary, change to mentioned tenant/law on 8/1/23)**

*Problem: Modernizing Minnesota law to public perception about cannabis use*

There are vast changes to laws about cannabis possession and use, but probably the most important in landlord/tenant relations is that the landlord can't prohibit tenants from possessing cannabis in their home. The landlord can still prohibit smoking/vaping.

**Renters' Credit Redesign (one-time increase for 2023 tax filings & changes to tax filings in 2025)**

*Problem: This income-targeted property tax credit/refund is not taken by all eligible households.*

First, an automatic one-time increase in the credit for rent paid in 2022 (this year's taxes). Next, for rent paid in 2024 (2025 tax filings), the regular state income tax filing process will be used to apply (not a separate property tax filing). Lastly, Adjusted Gross Income will be used, making the filing process easier and increasing the amount in many cases. These changes mean more renters will apply and many will receive an increased credit.



Questions? Visit [homelinemn.org/newlaws](https://homelinemn.org/newlaws) or call HOME Line's free & confidential tenant hotline: 612-728-5767

## **New Minnesota Tenant-Landlord Laws Enacted During the 2023 State Legislative Session**

### **Notice Before Nonpayment Evictions** (Effective 1/1/24 and applies to evictions filed on/after 1/1/24)

*Problem: Landlords could file an eviction a day after rent was due with no prior notice.*

Landlords must issue a 14-day written notice before filing evictions for non-payment of rent, which account for approximately 90% of evictions. This notice must, among other things, state how much is owed, will provide tenants with more preparation time, and align Minnesota's tenant protections with those in other states. Further, cities can enact & enforce stronger pre-eviction notices on a local level.

### **Eviction Expungement Reform** (Effective 1/1/24)

*Problem: Eviction records were permanent and few were expunged.*

~~Evictions can't be publicly reported until the case is final.~~ (this law was voided on 8/8/23 by a [MN Supreme Court Order](#))  
It will be easier to get an expungement and many expungements are mandatory, including all evictions three years old.

### **Fees Disclosure Requirement** (Effective 1/1/24 and applies to leases signed on/after 1/1/24)

*Problem: Landlords are regularly charging fees as a way of hiding the true cost of rent.*

Landlords must disclose all non-optional fees on both the front page of the lease and in any advertisements—calling it the 'Total Monthly Rent.'

### **Heat Requirement** (Effective 1/1/24)

*Problem: There was no standard for a minimum temperature unless the city required it.*

Between October 1 and April 30, landlords must maintain a minimum temperature of 68 degrees in rental units.

### **Privacy Rights Expanded** (Effective 1/1/24 and applies to leases signed on/after 1/1/24)

*Problem: Notice to enter had to be reasonable and the penalty was insufficient and hard to get.*

Landlords must give a minimum of 24 hours notice before entering, the penalty for violations is increased, and tenants can sue after moving and use it as a defense in an eviction action.

### **Emergency Repair List Expanded** (Effective 1/1/24 and applies to cases/petitions filed on/after 1/1/24)

*Problem: Repairs that clearly counted as emergencies were very limited.*

Repair emergencies will now include a non-working refrigerator, promised air conditioning, serious infestations and a city notice of an intent to condemn the property.

### **Court Fees Reduced for Emergency Cases** (Effective 1/1/24 and applies to petitions filed on/after 1/1/24)

*Problem: The high cost of emergency court cases prevented tenants from filing them.*

Court fees have been reduced from approximately \$300 to around \$70 for two types of emergency rental housing cases: [Emergency Tenant Remedies Actions](#) and [Lockout Petitions](#).

### **End Lease for Medical Issues** (Effective 1/1/24 and applies to leases entered into or renewed on/after 1/1/24)

*Problem: There was no clear right to terminate a lease due to medical issues.*

# Notice of Entry Acknowledgement

## SCOTT COUNTY CDA: NOTICE OF ENTRY ACKNOWLEDGEMENT

Tenant agrees that any authorized agent, employee, or representative of Scott County CDA ("Management") may, upon advance notice to Tenant, be permitted to enter the Premises for the purpose of conducting routine inspections and preventative maintenance, for making improvements and repairs or to show the Premises for re-leasing. Management will make a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter during business hours. The notice will specify a time or anticipated window of time when entry into the unit will occur. Tenant may agree to a shorter notice and/or timeframe. A tenant's right to prior notice may not be waived, however, Management may enter the unit without giving prior notice in the following situations:

1. When immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement.
2. When immediate entry is necessary to determine a tenant's safety.
3. When immediate entry is necessary to comply with state law or local ordinances

If Tenant and all adult members of his/her household are absent from the Premises at the time of entry, Management's agent, employee, or representative shall leave in the dwelling unit a written statement in a conspicuous location specifying the date, time, and purpose of entry.

For Non-Emergency General Maintenance Request Submission:

Submit via Rent Cafe Portal beginning Spring of 2024  
 Email [workorder@scottcda.org](mailto:workorder@scottcda.org)  
 Call 952-402-9022; option 4

You must include ALL information below or the response may be delayed:

Name	Description of your request
Phone number	Permission to enter your unit
Address	

For Emergency Work Orders call 1-888-378-7932. This line is answered 24/7, but only for emergencies.

Examples of Emergency Work Orders:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• the loss of running water</li> <li>• the loss of hot water</li> <li>• the loss of heat</li> <li>• the loss of electricity</li> <li>• the loss of sanitary facilities</li> </ul> | <ul style="list-style-type: none"> <li>• a nonfunctioning refrigerator</li> <li>• Only if included in the lease, a nonfunctioning air conditioner</li> <li>• Only if included in the lease, no functioning elevator</li> </ul> |
|--|--|

**IMPORTANT TO NOTE WHEN PUTTING IN WORK ORDERS:**

- Do not call the emergency line for non-emergency reasons.
- Do not submit your work order/s more than once.
- Maintenance will assess and respond in a reasonable amount of time.
- Photographs and/or videos may be taken
- Upon the CDA's receipt of an emergency request, you will NOT be given additional notice.

All Tenants 18+ Sign Below:		Management Sign Below	
Signature:	Date:	Signature:	Date:
Signature:	Date:		
Signature:	Date:		

## Scott County CDA: CDA Owned Smoke-Free Lease Addendum

Tenant and all members of Tenant's household are parties to a written lease ("the Lease") with Scott County Community Development Agency ("Owner"). This addendum states the following additional terms, conditions, and rules that are incorporated into the Lease through this addendum ("Lease Addendum"). A breach of this Lease Addendum gives each party all the rights contained herein, as well as the rights in the Lease.

**Section 1. Purpose of Smoke-Free Policy.** The parties desire to mitigate (i) the irritation and known adverse health effects of secondhand smoke; (ii) the health dangers and property damage caused by thirdhand smoke; (iii) the increased maintenance, cleaning, and redecorating costs from smoke; (iv) the increased risk of fire from smoking; and (v) the higher costs of property insurance for a non-smoke-free building.

**Section 2. Definitions.** "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic smoking device. "Electronic smoking device" means any product containing or delivering nicotine, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product, including, but not limited to, a(n) e-cigarette, e-cigar, e-pipe, vape pen, Juul, or e-hookah.

**Section 3. Scope of Smoke-Free Policy.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant, members of Tenant's household, and any guests under control of the Tenant will not smoke anywhere: a) In the unit rented by Tenant, including any associated garages, balconies, decks, or patios; b) In the common areas of the property, including, but not limited to, lobbies, hallways, stairwells, elevators, laundry rooms, community rooms, community bathrooms, or offices; or c) On the outdoor grounds of the property, including, but not limited to, entryways and playgrounds.

## CDA Owned Smoke-Free Lease Addendum

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**Section 4. Tenant to Promote Smoke-Free Policy and Alert Owner of Violations.** Tenant will inform Tenant's guests of the smoke-free policy. Tenant may also promptly give Owner a written statement of any incident where Tenant observes smoking not allowed by this policy.

**Section 5. Owner to Enforce Smoke-Free Policy.** Owner will post no-smoking signs at entrances and exits, common areas, and in conspicuous places adjoining the property grounds. Owner will also take reasonable steps to promptly remedy known and reported violations of the smoke-free policy. Owner is not required to take steps in response to smoking unless Owner knows of the violation. Note: tenants can notify the Owner of violations in a written statement.

**Section 6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that other Tenants of the rental community are third-party beneficiaries of Tenant's smoke-free Lease Addendum with Owner. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any lawsuit between Tenants does not create a presumption that the Owner breached this Lease Addendum.

**Section 7. Effect of Breach and Right to Terminate Lease.** Tenant acknowledges that a breach of this Lease Addendum may render Tenant liable to Owner for the costs to repair Tenant's unit due to damage from smoke odors or residue. A breach of this Lease Addendum is a breach of the Lease and grounds for immediate enforcement action, including potential termination of the Lease by the Owner.



# CDA Owned Smoke-Free Lease Addendum

**Section 8. Enforcement.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Lease Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Owner.

**Section 9. Disclaimer by Owner.** Tenant acknowledges that Owner's adoption of a smoke-free living environment and the efforts to designate the premises as smoke-free do not in any way change the standard of care that Owner or its managing agents owes a Tenant and do not ensure that the smokefree designated buildings and premises are any more safe, habitable, or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or more improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Owner and its managing agents are not the guarantor of Tenant's health or the smoke-free condition of the premises. Tenant acknowledges that Owner's ability to police, monitor, or enforce the agreements of this Lease Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Lease Addendum than any other Owner obligation under the Lease.

**In case of conflict between the provisions of this Lease Addendum and any other provisions of the Lease, the provisions of the Lease Addendum shall govern. This LEASE ADDENDUM is incorporated into the Lease executed or renewed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Owner and Tenant.**

<b>All Tenants 18+ Sign Below:</b>		<b>Scott County CDA Representative Sign Below:</b>	
Signature:	Date:	Signature:	Date:
Signature:	Date:		
Signature:	Date:		



April 6, 2024

DRAFT

Tenant ID#:

TENANT  
ADDRESS

**BALANCE DUE  
30 DAY NOTICE  
USPS – First Class Mail**

Dear TENANT,

In accordance with your lease, your rent is to be paid in full by the first day of each month. A late fee of \$50 or 8% of the total tenant portion (whichever is less) will be assessed. To date, we have not received your full rent payment.

**Please see the attached statement which includes the specific accounting of the total due from unpaid rent, late fees, and other charges in accordance with your lease.**

The Scott County CDA may begin the eviction process within thirty (30) days of the date of this notice if the total amount due is not paid or if you don't move from the property. The final date for payment is **5/06/24**.

Rent, late fees, or other charges can be paid to the authorized contact listed below:

**Scott County CDA  
323 Naumkeag St. S.  
Shakopee, MN 55379**

- You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact legal aid or visit [www.lawhelpmn.org](http://www.lawhelpmn.org) to know your rights and find your local legal aid office.
- To apply for financial help, contact your local county or tribal social services, apply online at [MNbenefits.mn.gov](http://MNbenefits.mn.gov) or call the United Way information line by dialing 2-1-1 or 1-800-543-7709.
- Your landlord can file an eviction case if you do not pay the total amount due or move out within 30 days from the date of this notice.
- Repeated late payments are defined as three consecutive or 4 late payments in a 12-month period and may result in termination.

**Please contact your Housing Specialist with any questions.**

DRAFT

**323 NAUMKEAG ST | SHAKOPEE MINNESOTA | 55379 | SCOTTCDA.ORG  
PHONE: (952) 402.9022 | FAX: (952) 496.2852**

This institution is an equal opportunity provider and employer.

# 30 Day Notice Balance Due



## Disclaimer:

The content provided is informational only. I am not an attorney, and I am not responsible for your interpretation of the material and the CDA is not liable for how you choose to enforce your lease.

323 NAUMKEAG ST | SHAKOPEE MINNESOTA |  
55379 | SCOTTCDA.ORG PHONE: (952) 402.9022  
| FAX: (952) 496.2852

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# Property Manager Portal

The screenshot displays the Property Manager Portal interface. At the top, a navigation bar includes links for Home, Agency Management, Settings, and Logout. The user is logged in as Scott CountyCDA. A secondary menu shows the My Account dropdown set to Scott County CDA. The main content area features a grid of 12 service tiles: Agency Details, Register with Another Agency, My Profile, Unit Info, Caseworker Info, Documents, Upload Documents, Unit Inspections, My Ledger, Unit Holds and Abatements, EFT Setup, and Landlord FAQ. A QUICK LINKS section on the right offers a dropdown menu for 'I want to:' with 'Update Contact Information' selected and a 'Go' button.

Home Agency Management Settings Logout

Logged in as: Scott CountyCDA

My Account Scott County CDA

**QUICK LINKS**

I want to:  
Update Contact Information

Go

Agency Details Register with Another Agency My Profile Unit Info

Caseworker Info Documents Upload Documents Unit Inspections

My Ledger Unit Holds and Abatements EFT Setup Landlord FAQ

Website addresses:

<https://nanmckay.com/nspire>  
<https://www.us-hc.com/inspections/hud-nspire-inspections/>

NSPIRE:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/reac/nspire?](https://www.hud.gov/program_offices/public_indian_housing/reac/nspire?)

<https://usinspectiongroup.com/reacpretraining/>

<https://homelinemn.org/wp-content/uploads/2023/06/HOME-Line-2023-Legislative-Summary-v2.pdf>

<https://homelinemn.org/category/trainings>

<https://scottcda.org>  
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