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State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-THIRD SESSION

H. F. No. 1094

01/30/2023 Authored by Agbaje, Reyer, Feist, Fischer and Hassan
03/11/2024 Adoption of Report: Amended and re-referred to the Committee on Judiciary Finance and Civil Law

1.1 A bill for an act
1.2 relating to housing; providing tenants with a right to repair violations in a residential
1.3 rental unit; proposing coding for new law in Minnesota Statutes, chapter 504B.

1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.5 Section 1. 504B.386 TENANT RIGHT TO REPAIR TO REMEDY VIOLATION.

1.6 (a) In lieu of a rent escrow action under section 504B.381, 504B.385, or 504B.395, a
1.7 tenant may pay for the repairs in a residential rental unit after a 14-day notice and an
1.8 opportunity to repair has been provided to the landlord consistent with paragraph (b). The
1.9 tenant may subtract the cost of the repairs from the tenant's future rent.

1.10 (b) Fourteen days prior to a tenant contracting for repairs and paying for a repair to the
1.11 residential rental unit, the tenant must: (1) provide a written notice to the landlord at the
1.12 address where the tenant sends rent provided under section 504B.181; and (2) notify the
1.13 landlord of the repair that is needed and of the tenant's intent to deduct the cost of the repair
1.14 from the tenant's rent via phone call, email, text message, or online portal, whichever means
1.15 of communication is normally used by the tenant to communicate with the landlord.

1.16 (c) For a violation as defined in section 504B.001, subdivision 14, clause (1), the
1.17 residential tenant must provide a copy of the written notice of the code violation as provided
1.18 in section 504B.185, subdivision 2, if an inspection has occurred. If no inspection has
1.19 occurred, the tenant must provide an explanation of the repair that is needed and an estimate
1.20 to fix the repair to the landlord. The residential tenant may not make repairs until the time
1.21 granted by the inspector has expired without satisfactory repairs being made, unless the
1.22 residential tenant alleges that the time granted is excessive pursuant to section 504B.385.

2.1 The tenant must inform the landlord of the tenant's intent to use the tenant's future rent to
2.2 pay for the repairs when the notice is provided.

2.3 (d) For a violation as defined in section 504B.001, subdivision 14, clause (2) or (3), the
2.4 residential tenant must give written notice to the landlord specifying the violation. The
2.5 notice must be delivered personally or sent to the person or place where rent is normally
2.6 paid provided under section 504B.181, subdivision 1. The tenant must also notify the landlord
2.7 of the repair that is needed and of the tenant's intent to deduct the cost of the repair from
2.8 the tenant's rent via phone call, email, text message, or online portal, whichever means of
2.9 communication is normally used by the tenant to communicate with the landlord. The tenant
2.10 must inform the landlord of the tenant's intent to use future rent to pay for the repair. If the
2.11 landlord has not provided the tenant with a scheduled repair date or the violation is not
2.12 corrected within seven days, the residential tenant may contract for repairs.

2.13 (e) A tenant may contract for repairs under the same process in this section for necessary
2.14 repairs in a common area of a residential building if the repair is necessary for the safety
2.15 and operation of the building for tenants.

2.16 (f) A tenant may repair or replace an appliance under this section. An appliance purchased
2.17 by the tenant is the property of the landlord when the tenant is reimbursed for the cost of
2.18 the appliance.

2.19 (g) The tenant must provide an invoice or payment receipt to the landlord when
2.20 subtracting the amount paid for repairs from the rent. The tenant may reduce the rent for
2.21 each rental payment owed until the total amount of the repair has been paid. When a
2.22 deduction of rent is not possible, a tenant shall still be reimbursed by the landlord for costs
2.23 associated with violations consistent with the provisions of this section.