

HOUSE OF REPRESENTATIVES

Unofficial Engrossment

House Engrossment of a Senate File

NINETY-THIRD SESSION

S. F. No. 3492

04/09/2024Companion to House File No. 3591. (Authors:Agbaje, Hussein and Gomez)
Read First Time and Sent for Comparison

04/11/2024Substituted for H. F. No. 3591
Read for the Second Time

04/18/2024Calendar for the Day, Amended
Read Third Time as Amended
Passed by the House as Amended and transmitted to the Senate to include Floor Amendments

1.1A bill for an act

1.2relating to housing; amending provisions relating to residential housing leases;

1.3providing for landlord and tenant rights and obligations; providing for tenant

1.4screening; providing for tenant associations; providing for certain enforcement;

1.5prohibiting discrimination based on housing assistance; making clarifying, technical,

1.6and conforming changes to landlord and tenant provisions; amending Minnesota

1.7Statutes 2022, sections 504B.001, subdivisions 5, 14, by adding subdivisions;

1.8504B.101; 504B.111; 504B.115, subdivision 1; 504B.116; 504B.118; 504B.131;

1.9504B.141; 504B.145; 504B.151, subdivision 1; 504B.161, subdivisions 2, 4, by

1.10adding subdivisions; 504B.173, subdivision 4, by adding a subdivision; 504B.175,

1.11subdivision 4; 504B.177; 504B.178, subdivision 7; 504B.181, by adding a

1.12subdivision; 504B.185, subdivision 2, by adding a subdivision; 504B.195,

1.13subdivisions 1, 5, by adding a subdivision; 504B.204; 504B.205, subdivisions 2,

1.143; 504B.206, subdivisions 1, 2, 3, 6; 504B.231; 504B.241, subdivision 4; 504B.245;

1.15504B.265, by adding a subdivision; 504B.271, subdivision 2; 504B.285, subdivision

1.161; 504B.315; 504B.391, subdivision 1; 504B.395, subdivisions 1, 4; Minnesota

1.17Statutes 2023 Supplement, sections 484.014, subdivision 3; 504B.144; 504B.161,

1.18subdivision 1; 504B.266, subdivision 2; 504B.268, subdivision 1; 504B.345,

1.19subdivision 1; 504B.375, subdivision 1; proposing coding for new law in Minnesota

1.20Statutes, chapter 504B.

1.21BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.22ARTICLE 1

1.23TENANTS' RIGHTS

1.24Section 1. Minnesota Statutes 2023 Supplement, section 484.014, subdivision 3, is amended

1.25to read:

1.26Subd. 3. **Mandatory expungement.** (a) ~~Except for clause (6),~~ The court shall, without

1.27motion by any party except for clauses (6) and (7), order expungement of an eviction case:

(1) commenced solely on the grounds provided in section 504B.285, subdivision 1, clause (1), if the court finds that the defendant occupied real property that was subject to contract for deed cancellation or mortgage foreclosure and:

(i) the time for contract cancellation or foreclosure redemption has expired and the defendant vacated the property prior to commencement of the eviction action; or

(ii) the defendant was a tenant during the contract cancellation or foreclosure redemption period and did not receive a notice under section 504B.285, subdivision 1a, 1b, or 1c, to vacate on a date prior to commencement of the eviction case;

(2) if the defendant prevailed on the merits;

(3) if the court dismissed the plaintiff's complaint is dismissed for any reason;

(4) if the parties to the action have agreed to an expungement;

(5) three years after the eviction was ordered; or

(6) upon motion of a defendant, if an eviction action has been filed in violation of section 504B.285, subdivision 1, paragraph (b); or

(7) upon motion of a defendant, if the case is settled and the defendant fulfills the terms of the settlement.

(b) If a tenant brings a motion for the expungement of an eviction, the court shall order the expungement of an eviction case that was commenced on the grounds of a violation of section 504B.171 or any other claim of breach regardless of when the original eviction was ordered, if the tenant could receive an automatic expungement under section 609A.055, or if the breach was based solely on the possession of marijuana or tetrahydrocannabinols.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 2. Minnesota Statutes 2023 Supplement, section 504B.144, is amended to read:

504B.144 EARLY RENEWAL OF LEASE.

A landlord ~~must wait until six months from the expiration of the current lease before requiring a tenant to renew the lease~~ may not require a tenant to renew a lease sooner than six months prior to the expiration of the current lease, if the lease is for a period of time longer than ten months. Nothing prevents a landlord from waiting until closer to the expiration of a lease to ask a tenant to renew the lease. Any provision, whether oral or written, of any lease or other agreement whereby any provision of this section is waived by a tenant is contrary to public policy and void.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 3. Minnesota Statutes 2022, section 504B.177, is amended to read:

504B.177 LATE FEES.

(a) A landlord of a residential building may not charge a late fee if the rent is paid after the due date, unless the tenant and landlord have agreed in writing that a late fee may be imposed. The agreement must specify when the late fee will be imposed. In no case may the late fee exceed eight percent of the overdue rent payment. Any late fee charged or collected is not considered to be either interest or liquidated damages. For purposes of this paragraph, the "due date" does not include a date, earlier than the date contained in the written or oral lease by which, if the rent is paid, the tenant earns a discount.

(b) Notwithstanding paragraph (a), if a federal statute, regulation, or handbook permitting late fees for a tenancy subsidized under a federal program conflicts with paragraph (a), then the landlord may publish and implement a late payment fee schedule that complies with the federal statute, regulation, or handbook.

(c) A late fee charged by a landlord who has entered into a housing assistance payments contract with the federal, state, or local government must be calculated and assessed only on the portion of rent payable by the tenant. For the purposes of this paragraph, "housing assistance payments contract" means programs described in United States Code, title 42, sections 1437f and 1485, as well as other programs under which the landlord contracts to receive rent from the tenant and also to receive payment from the government.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 4. Minnesota Statutes 2022, section 504B.205, subdivision 2, is amended to read:

Subd. 2. **Emergency calls permitted.** (a) A landlord may not:

(1) bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct, including but not limited to mental health or health crises; or

(2) impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct, including but not limited to mental health or health crises.

(b) A residential tenant may not waive and a landlord may not require the residential tenant to waive the residential tenant's right to call for police or emergency assistance.

Sec. 5. Minnesota Statutes 2022, section 504B.205, subdivision 3, is amended to read:

Subd. 3. **Local preemption.** This section preempts any inconsistent local ordinance or rule including, without limitation, any ordinance or rule that:

(1) requires an eviction after a specified number of calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct, including but not limited to mental health or health crises; or

(2) provides that calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct, including but not limited to mental health or health crises, may be used to penalize or charge a fee to a landlord.

This subdivision shall not otherwise preempt any local ordinance or rule that penalizes a landlord for, or requires a landlord to abate, conduct on the premises that constitutes a nuisance or other disorderly conduct as defined by local ordinance or rule.

Sec. 6. Minnesota Statutes 2022, section 504B.206, subdivision 1, is amended to read:

Subdivision 1. **Right to terminate; procedure.** (a) A tenant to a residential lease may terminate a lease agreement in the manner provided in this section without penalty or liability, if the tenant or another authorized occupant fears imminent violence after being subjected to:

(1) domestic abuse, as that term is defined under section 518B.01, subdivision 2;

(2) criminal sexual conduct under sections 609.342 to 609.3451;

(3) sexual extortion under section 609.3458; or

(4) harassment under section 609.749.

(b) The tenant must provide signed and dated advance written notice to the landlord:

(1) stating the tenant fears imminent violence from a person as indicated in a qualifying document against the tenant or an authorized occupant if the tenant or authorized occupant remains in the leased premises;

(2) stating that the tenant needs to terminate the tenancy;

(3) providing the date by on which the tenant will vacate lease will terminate; and

(4) providing written instructions for the disposition of any remaining personal property in accordance with section 504B.271.

(c) The written notice must be delivered before the termination of the tenancy by mail, ~~fax, or~~ in person, or by a form of written communication the plaintiff regularly uses to communicate with the landlord, and be accompanied by a qualifying document. The tenancy terminates for the tenant who exercises the right granted under this subdivision, including the right of possession of the premises, on the date provided in the notice required under paragraph (b). Vacation of the premises under this section by the tenant prior to the date provided in the notice does not constitute termination of the tenancy for the purposes of this section.

(d) The landlord may request that the tenant disclose the name of the perpetrator and, if a request is made, inform the tenant that the landlord seeks disclosure to protect other tenants in the building. The tenant may decline to provide the name of the perpetrator for safety reasons. Disclosure shall not be a precondition of terminating the lease.

~~(e) The tenancy terminates, including the right of possession of the premises, as provided in subdivision 3.~~

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 7. Minnesota Statutes 2022, section 504B.206, subdivision 2, is amended to read:

Subd. 2. **Treatment of information.** (a) A landlord must not disclose:

(1) any information provided to the landlord by a tenant in the written notice required under subdivision 1, paragraph (b);

(2) any information contained in the qualifying document;

(3) the address or location to which the tenant has relocated; or

(4) the status of the tenant as a victim of violence.

(b) The information referenced in paragraph (a) must not be entered into any shared database or provided to any person or entity but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims under section 504B.178, with the consent of the tenant, or as otherwise required by law.

(c) A landlord who violates this section is liable to the tenant for statutory damages of \$2,000, plus reasonable attorney fees and costs.

Sec. 8. Minnesota Statutes 2022, section 504B.206, subdivision 3, is amended to read:

Subd. 3. **Liability for rent; termination of tenancy.** (a) A tenant who is a sole tenant and is terminating a lease under subdivision 1 is responsible for the rent payment for the

full month in which the tenancy terminates. The tenant ~~forfeits~~ relinquishes all claims for the return of the security deposit under section 504B.178 and is relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section. In a sole tenancy, the tenancy terminates on the date specified in the notice provided to the landlord as required under subdivision 1.

(b) In a tenancy with multiple tenants, one of whom is terminating the lease under subdivision 1, any lease governing all remaining tenants is terminated at the later of the end of the month or the end of the rent interval in which one tenant terminates the lease under subdivision 1. All tenants are responsible for the rent payment for the full month in which the tenancy terminates. Upon termination, all tenants ~~forfeit~~ relinquish all claims for the return of the security deposit under section 504B.178 and are relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section. Any tenant whose tenancy was terminated under this paragraph may reapply to enter into a new lease with the landlord.

(c) This section does not affect a tenant's liability for delinquent, unpaid rent or other amounts owed to the landlord before the lease was terminated by the tenant under this section.

(d) Except as provided in section 504B.285, subdivision 1, paragraph (b), a landlord may not commence an eviction action against a tenant who has terminated a lease as provided in this section.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 9. Minnesota Statutes 2022, section 504B.206, subdivision 6, is amended to read:

Subd. 6. **Definitions.** For purposes of this section, the following terms have the meanings given:

(1) "court official" means a judge, referee, court administrator, prosecutor, probation officer, or victim's advocate, whether employed by or under contract with the court, who is authorized to act on behalf of the court;

(2) "qualified third party" means a person, acting in an official capacity, who has ~~had~~ in-person contact with provided professional services to the tenant and is:

(i) a licensed health care professional operating within the scope of the license;

(ii) a domestic abuse advocate, as that term is defined in section 595.02, subdivision 1, paragraph (l); or

(iii) a sexual assault counselor, as that term is defined in section 595.02, subdivision 1, paragraph (k);

(3) "qualifying document" means:

(i) a valid order for protection issued under chapter 518B;

(ii) a no contact order currently in effect, issued under section 629.75 or chapter 609;

(iii) a writing produced and signed by a court official, acting in an official capacity, documenting that the tenant or authorized occupant is a victim of domestic abuse, as that term is defined under section 518B.01, subdivision 2, criminal sexual conduct under sections 609.342 to 609.3451, sexual extortion under section 609.3458, or harassment under section 609.749, and naming the perpetrator, if known;

(iv) a writing produced and signed by a city, county, state, or tribal law enforcement official, acting in an official capacity, documenting that the tenant or authorized occupant is a victim of domestic abuse, as that term is defined under section 518B.01, subdivision 2, criminal sexual conduct under sections 609.342 to 609.3451, sexual extortion under section 609.3458, or harassment under section 609.749, and naming the perpetrator, if known; or

(v) a statement by a qualified third party, in the following form:

STATEMENT BY QUALIFIED THIRD PARTY

I, (name of qualified third party), do hereby verify as follows:

1. I am a licensed health care professional, domestic abuse advocate, as that term is defined in section 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that term is defined in section 595.02, subdivision 1, paragraph (k), who has ~~had in-person contact with~~ provided professional services to (name of victim(s)).

2. I have a reasonable basis to believe (name of victim(s)) is a victim/are victims of domestic abuse, criminal sexual conduct, sexual extortion, or harassment and fear(s) imminent violence against the individual or authorized occupant if the individual remains (the individuals remain) in the leased premises.

3. I understand that the person(s) listed above may use this document as a basis for gaining a release from the lease.

I attest that the foregoing is true and correct.

(Printed name of qualified third party)

(Signature of qualified third party)

8.1 (Business address and business telephone)

8.2 (Date)

8.3 **EFFECTIVE DATE.** This section is effective the day following final enactment.

8.4 Sec. 10. Minnesota Statutes 2023 Supplement, section 504B.266, subdivision 2, is amended
8.5 to read:

8.6 Subd. 2. **Termination of lease upon infirmity of tenant.** (a) A tenant or the authorized
8.7 representative of the tenant may terminate the lease prior to the expiration of the lease in
8.8 the manner provided in subdivision 3 if the tenant has or, if there is more than one tenant,
8.9 ~~all one of the tenants have~~ has, been found by a medical professional to need to move into
8.10 a medical care facility and:

8.11 (1) require assistance with instrumental activities of daily living or personal activities
8.12 of daily living due to medical reasons or a disability;

8.13 (2) meet one of the nursing facility level of care criteria under section 144.0724,
8.14 subdivision 11; or

8.15 (3) have a disability or functional impairment in three or more of the areas listed in
8.16 section 245.462, subdivision 11a, so that self-sufficiency is markedly reduced because of
8.17 a mental illness.

8.18 (b) When a tenant requires an accessible unit as defined in section 363A.40, subdivision
8.19 1, and the landlord can provide an accessible unit in the same complex where the tenant
8.20 currently resides that is available within two months of the request, then the provisions of
8.21 this section do not apply and the tenant may not terminate the lease.

8.22 Sec. 11. Minnesota Statutes 2023 Supplement, section 504B.268, subdivision 1, is amended
8.23 to read:

8.24 Subdivision 1. **Right to counsel.** A defendant in ~~public~~ public housing subsidized by the United
8.25 States Department of Housing and Urban Development under Section 9 of the United States
8.26 Housing Act of 1937 or the Consolidated and Further Continuing Appropriations Act, 2012,
8.27 Pub. L. No. 112-55, 125 Stat. 673, subject to an eviction action under sections 504B.281
8.28 to 504B.371 alleging breach of lease under section 504B.171 or 504B.285 who is financially
8.29 unable to obtain counsel has the right to counsel appointed by the court. The complaint
8.30 required by section 504B.321 shall include the notice on the first page of the complaint in
8.31 bold 12-point type: "If financially unable to obtain counsel, the defendant has the right to
8.32 a court-appointed attorney." At the initial hearing, the court shall ask the defendant if the

9.1 defendant wants court-appointed counsel and shall explain what such appointed counsel
9.2 can accomplish for the defendant.

9.3 Sec. 12. Minnesota Statutes 2022, section 504B.285, subdivision 1, is amended to read:

9.4 Subdivision 1. **Grounds.** (a) The person entitled to the premises may recover possession
9.5 by eviction when:

9.6 (1) any person holds over real property:

9.7 (i) after a sale of the property on an execution or judgment;

9.8 (ii) after the expiration of the time for redemption on foreclosure of a mortgage, or after
9.9 termination of contract to convey the property; or

9.10 (iii) after the expiration of the time for redemption on a real estate tax judgment sale;

9.11 (2) any person holds over real property after termination of the time for which it is
9.12 demised or leased to that person or to the persons under whom that person holds possession,
9.13 contrary to the conditions or covenants of the lease or agreement under which that person
9.14 holds, or after any rent becomes due according to the terms of such lease or agreement; or

9.15 (3) any tenant at will holds over after the termination of the tenancy by notice to quit.

9.16 (b) A landlord may not commence an eviction action against a tenant or authorized
9.17 occupant solely on the basis that the tenant or authorized occupant has been the victim of
9.18 any of the acts listed in section 504B.206, subdivision 1, paragraph (a). A landlord may not
9.19 commence an eviction action against a residential tenant who has terminated a lease as
9.20 provided in section 504B.206. Nothing in this paragraph should be construed to prohibit an
9.21 eviction action based on a breach of the lease or where a tenant has provided the written
9.22 notice under section 504B.206, subdivision 1, but failed to vacate on or before the date
9.23 provided in that notice. A landlord violating this paragraph is liable to the tenant for
9.24 reasonable attorney fees and costs incurred by the tenant for obtaining an expungement as
9.25 provided under section 484.014, subdivision 3.

9.26 Sec. 13. [504B.332] SUMMONS AND COMPLAINT; HOW SERVED.

9.27 Subdivision 1. **Definition.** For purposes of this section, "plaintiff" includes the plaintiff's
9.28 attorney, employees of the plaintiff's attorney, or any other agent of the plaintiff.

9.29 Subd. 2. **Generally.** (a) The summons and complaint must be served at least seven days
9.30 before the date of the court appearance specified in section 504B.321, in the manner provided
9.31 in subdivision 3 or 4.

(b) If the plaintiff regularly uses electronic written communication to communicate with the defendant, the plaintiff must make a good faith attempt to communicate to the defendant that an eviction hearing has been scheduled at least seven days before the date of the court appearance specified in section 504B.321. This requirement is in addition to completing service in the manner provided in subdivision 3 or 4. The communication must have a time and date stamp, and include the date, time, and place of the hearing specified in the summons. The communication must be delivered by means of electronic written communication that the plaintiff regularly uses to communicate with the defendant or to the last known electronic address the plaintiff has used to communicate with the defendant, unless the parties do not communicate via any form of electronic written communication. The plaintiff must substantially comply with this paragraph.

Subd. 3. **Personal or substitute service.** (a) If the defendant can be found in the county, the summons and complaint must be served in the manner provided for service of a civil action in district court.

(b) If the defendant cannot be found in the county, the summons and complaint may be served at least seven days before the date of the court appearance by:

(1) leaving a copy of the summons and complaint at the defendant's last usual place of abode with a person of suitable age and discretion residing there; or

(2) if the defendant had no place of abode, by leaving a copy of the summons and complaint at the property described in the complaint with a person of suitable age and discretion occupying the premises.

(c) At least three days before the date of the court appearance specified in section 504B.321, the plaintiff must file with the court an affidavit of personal or substitute service.

Subd. 4. **Service by mail and posting.** (a) If attempts at personal or substitute service are unsuccessful, service of the summons and complaint may be made by mail and posting.

(b) If service by mail and posting is used, the following steps must occur no later than seven days before the date of the court appearance specified in section 504B.321:

(1) the plaintiff must mail a copy of the summons and complaint to the defendant at the defendant's last known address;

(2) for residential evictions only, there must be at least two attempts at personal service. The personal service attempts must occur on different days at the last known address of the defendant and be done in the manner provided for service of a summons and complaint in a civil action in district court. At least one of the attempts must be made between the hours

of 6:00 p.m. and 10:00 p.m. Failure to serve the defendant, after the plaintiff complies with this paragraph, is prima facie proof that attempts at personal or substitute service were unsuccessful and that the defendant cannot be found in the county;

(3) the summons and complaint must be posted on the entry to the defendant's individual unit. If the defendant occupies a multiunit building, the summons and complaint must be posted on the door of the defendant's individual unit; and

(4) at least three days before the date of the court appearance specified in section 504B.321, the plaintiff must file with the court affidavits stating:

(i) the defendant cannot be found in the county, or that the plaintiff believes that the defendant is not in the state;

(ii) a copy of the summons and complaint has been mailed to the defendant at the defendant's last known address at least seven days before the date of the court appearance specified in section 504B.321;

(iii) compliance with subdivision 2, paragraph (b), by providing the date and manner by which the plaintiff attempted to communicate to the defendant in compliance with subdivision 2, paragraph (b), or stating that the plaintiff does not use electronic written communication to regularly communicate with the defendant and does not have an electronic address for the defendant;

(iv) if applicable, how the requirements of clause (2) were met, including the dates and times of the attempts at service; and

(v) the date and time the summons and complaint were posted on the entry to the defendant's individual unit.

Subd. 5. **Failure to appear.** If the defendant or the defendant's attorney does not appear in court on the date of the appearance, the trial shall proceed.

EFFECTIVE DATE. This section is effective August 1, 2024, and applies to all summons and complaints served on or after that date.

Sec. 14. Minnesota Statutes 2023 Supplement, section 504B.345, subdivision 1, is amended to read:

Subdivision 1. **General.** (a) If the court or jury finds for the plaintiff, the court shall immediately enter judgment that the plaintiff shall have recovery of the premises, and shall tax the costs against the defendant. The court shall issue execution in favor of the plaintiff for the costs and also immediately issue a writ of recovery of premises and order to vacate.

(b) The court shall give priority in issuing a writ of recovery of premises and order to vacate for an eviction action brought under section 504B.171 or on the basis that the tenant is causing a nuisance or seriously endangers the safety of other residents, their property, or the landlord's property.

(c) If the court or jury finds for the defendant, then the court:

(1) shall enter judgment for the defendant, tax the costs against the plaintiff, and issue execution in favor of the defendant; and

(2) shall expunge the records relating to the action under the provisions of section 484.014 or under the court's inherent authority at the time judgment is entered or after that time upon motion of the defendant.

(d) Except in actions brought: (1) ~~under section 504B.291;~~ (2) under section 504B.171; or ~~(3)~~ (2) on the basis that the residential tenant engages in behavior that seriously endangers the safety of other residents, or intentionally and seriously damages the property of the landlord or a tenant, the court shall stay the writ of recovery of premises and order to vacate for a reasonable period, not to exceed seven days.

EFFECTIVE DATE. This section is effective the day following final enactment.

ARTICLE 2

TENANT SCREENING

Section 1. **[504B.117] INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER.**

A landlord must provide on a rental application the option for a prospective tenant to submit an individual taxpayer identification number or a Social Security number as follows:

"SSN or ITIN:"

A landlord must not deny a rental application solely because the prospective tenant provided an individual taxpayer identification number. Nothing in this section prevents a landlord from denying an application if the consumer credit report attached to an individual taxpayer identification number is insufficient, or denying an applicant for failing to provide all legally required information to the landlord.

Sec. 2. Minnesota Statutes 2022, section 504B.173, is amended by adding a subdivision to read:

Subd. 3a. **Denial based on pending cases.** (a) No landlord may deny a rental application based on any of the following:

- 13.1 (1) a pending eviction action;
13.2 (2) any court file that is not public, has been expunged, or has been destroyed; or
13.3 (3) any eviction action that has not resulted in a writ of recovery of premises and order
13.4 to vacate, as that term is defined in section 504B.001, subdivision 15.

- 13.5 (b) There shall be a rebuttable presumption that a landlord is in violation of this section
13.6 if it is established that the landlord:

- 13.7 (1) reviewed court records relating to a potential tenant and the records met the criteria
13.8 described in paragraph (a); and

- 13.9 (2) after reviewing the record or records, subsequently refuses to rent or offer a lease to
13.10 the potential tenant.

- 13.11 Sec. 3. Minnesota Statutes 2022, section 504B.173, subdivision 4, is amended to read:

- 13.12 Subd. 4. **Remedies.** (a) In addition to any other remedies, a landlord who violates ~~this~~
13.13 ~~section subdivisions 1 to 3~~ is liable to the applicant for the applicant screening fee plus a
13.14 civil penalty of up to \$100, civil court filing costs, and reasonable attorney fees incurred to
13.15 enforce this remedy. A landlord who violates subdivision 3a is liable to the applicant for
13.16 the applicant screening fee plus a civil penalty of up to \$1,000, civil court filing costs, and
13.17 reasonable attorney fees incurred to enforce this remedy.

- 13.18 (b) A prospective tenant who provides materially false information on the application
13.19 or omits material information requested is liable to the landlord for damages, plus a civil
13.20 penalty of up to \$500, civil court filing costs, and reasonable attorney fees.

- 13.21 Sec. 4. Minnesota Statutes 2022, section 504B.241, subdivision 4, is amended to read:

- 13.22 Subd. 4. **Court file information.** (a) If a residential tenant screening service includes
13.23 information from a court file on an individual in a residential tenant report, the report must
13.24 provide the full name and date of birth of the individual in any case where the court file
13.25 includes the individual's full name and date of birth, and the outcome of the court proceeding
13.26 must be accurately recorded in the residential tenant report including the specific basis of
13.27 the court's decision, when available. ~~If a tenant screening service knows that a court file has~~
13.28 ~~been expunged, the tenant screening service shall delete any reference to that file in any~~
13.29 ~~data maintained or disseminated by the screening service.~~

(b) Every residential tenant screening service has an affirmative duty to update and verify the current status of court files by accessing the Minnesota Court Records Online no more than 24 hours prior to issuing a residential tenant screening report.

(c) Whenever the court supplies information from a court file on an individual, in whatever form, the court shall include the full name and date of birth of the individual, if that is indicated on the court file or summary, and information on the outcome of the court proceeding, including the specific basis of the court's decision, coded as provided in subdivision 5 for the type of action, when it becomes available.

(d) The residential tenant screening service is not liable under section 504B.245 if the residential tenant screening service reports complete and accurate information as provided by the court, consistent with paragraph (b).

Sec. 5. Minnesota Statutes 2022, section 504B.245, is amended to read:

504B.245 TENANT REPORT; REMEDIES.

~~The remedies provided in section 8.31 apply to a violation of section 504B.241. In addition to the remedies otherwise provided by law, any person injured by a violation of section 504B.241 may bring a civil action against a residential tenant screening service or landlord in compliance with the provisions of the Fair Credit Reporting Act, United States Code, title 15, section 1681, et seq., is considered to be in compliance with section 504B.241. and recover the greater of \$1,000 or actual damages, together with costs and disbursements, including costs of investigation and reasonable attorney fees, and receive other equitable relief as determined by the court. The attorney general has the authority to investigate and prosecute violations of section 504B.241.~~

ARTICLE 3

CONSTRUCTION AND REPAIRS FOR RESIDENTIAL RENTALS

Section 1. [504B.153] NEW CONSTRUCTION DELAYS; TENANT REMEDIES.

Subdivision 1. **Definition; new construction.** For purposes of this section, "new construction" means a new building, rehabilitation, modification, reconstruction, any physical changes altering the use or occupancy of the dwelling units, or an addition to a building.

Subd. 2. **Requirements if landlord cannot deliver occupancy.** (a) If a landlord is informed by a builder or otherwise knows that a new construction for rental occupancy will not be available for occupancy by the move-in date established in the lease agreement, the

- 15.1 landlord must, within seven days and prior to the move-in date, notify every tenant affected
15.2 and offer the following choices to the tenant to be accepted at the tenant's option:
- 15.3 (1) alternative housing provided by the landlord that is reasonably equivalent in size,
15.4 amenities, and location to the unit described in the lease agreement, unless otherwise agreed
15.5 upon by the tenant, until the unit may be lawfully inhabited;
- 15.6 (2) payment from the landlord to the tenant, equivalent to the cost of rent established in
15.7 the lease agreement, to mitigate the costs of alternative housing secured by the tenant until
15.8 the unit described in the lease agreement may be lawfully inhabited; or
- 15.9 (3) termination of the lease agreement and a return to the tenant of all amounts paid to
15.10 the landlord, including any rent, deposit, and other payments incurred in entering the lease
15.11 agreement.
- 15.12 (b) If a tenant exercises options under paragraph (a), clause (1) or (2), the landlord must
15.13 provide the tenant with reimbursements related to security deposits, application fees, parking
15.14 fees, pet fees, and any other fees reasonably associated with securing alternative housing.
- 15.15 (c) Tenants exercising options under paragraph (a), clause (1) or (2), may terminate their
15.16 lease agreement under paragraph (a), clause (3), if the new construction for rental occupancy
15.17 is not available for tenant occupancy within 90 days of the move-in date established in the
15.18 lease agreement.
- 15.19 Subd. 3. **Waiver.** Any provision, whether oral or written, of any lease or other agreement,
15.20 whereby any provision of this section is waived by a tenant, is contrary to public policy and
15.21 void.
- 15.22 Subd. 4. **Remedies.** (a) A violation by the landlord of subdivision 2 is a violation of
15.23 section 504B.375. A tenant aggrieved by a violation by the landlord of subdivision 2 may
15.24 elect the following remedy:
- 15.25 (1) recovery under section 504B.231; or
- 15.26 (2) recover the greater of one month's rent, \$1,000, or actual damages, plus reasonable
15.27 attorney fees and court costs.
- 15.28 (b) The remedies available under this section are in addition to any other remedies
15.29 available at equity or law.
- 15.30 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to all leases
15.31 entered into on or after that date.

Sec. 2. **[504B.386] TENANT RIGHT TO REPAIR TO REMEDY VIOLATION.**

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

(b) Fourteen days prior to a tenant contracting for repairs and paying for a repair to the residential rental unit, the tenant must:

(1) provide a written notice to the landlord at the address where the tenant sends rent provided under section 504B.181; and

(2) 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 via phone call, email, text message, or online portal, whichever means of communication is normally used by the tenant to communicate with the landlord.

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

(d) For a violation as defined in section 504B.001, subdivision 14, clause (2) or (3), the residential tenant must give written notice to the landlord specifying the violation. The notice must be delivered personally or sent to the person or place where rent is normally paid provided under section 504B.181, subdivision 1. The tenant must also 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 via phone call, email, text message, or online portal, whichever means of communication is normally used by the tenant to communicate with the landlord. The tenant must inform the landlord of the tenant's intent to use future rent to pay for the repair. If the landlord has not provided the tenant with a scheduled repair date or the violation is not corrected within seven days, the residential tenant may contract for repairs with a professional who is unrelated to the tenant, is trained to perform the work for which the estimate is being prepared, and complies with all licensing, certification, or registration requirements of this

17.1 state that apply to the performance of the work. Any deductions made by a tenant under
17.2 this section are limited to an amount equal to two rent payments for two months within a
17.3 12-month period.

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

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

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

17.15 (h) This remedy shall not be available to the tenant more than twice in a two-month
17.16 period.

17.17 **ARTICLE 4**

17.18 **TENANT ORGANIZING FOR RESIDENTIAL RENTALS**

17.19 Section 1. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
17.20 to read:

17.21 Subd. 13a. **Tenant association.** "Tenant association" means a group of tenants from
17.22 two or more rental units that are owned or operated by the same landlord who form or
17.23 maintain an organization, whether incorporated or unincorporated, to improve housing
17.24 conditions, amenities, community life, or the contractual position of the member tenants.

17.25 Sec. 2. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
17.26 to read:

17.27 Subd. 13b. **Tenant organizer.** "Tenant organizer" means a tenant or another who assists
17.28 residential tenants in establishing and operating a tenant association and is not an employee
17.29 or representative of the current or prospective landlord, property owner, manager, or agent
17.30 of the landlord.

Sec. 3. **[504B.212] TENANT RIGHT TO ORGANIZE; TENANT ASSOCIATIONS.**

Subdivision 1. Tenant's right to organize. (a) Residential tenants of a residential building have the right to establish and operate a tenant association for the purpose of addressing issues related to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development. Owners of residential rental units and their agents must allow residential tenants and tenant organizers to conduct activities related to the establishment or organization of a residential tenant organization, including but not limited to:

(1) distributing information or leaflets in the common areas of the residential building, including bulletin or community boards;

(2) distributing information or leaflets to individual units in a residential building;

(3) initiating contact with tenants through mail, telephone, or electronically;

(4) initiating contact with tenant units to offer information on tenant organizations or survey tenants on interest in tenant associations;

(5) assisting tenants in participating in tenant association activities; and

(6) convening tenant association meetings in a space at the residential building.

(b) A tenant association using the rights provided in this chapter must adopt bylaws or an operating agreement related to the internal governance of the tenant association.

(c) A tenant association must be completely independent of owners, management, and their representatives. To preserve the independence of the tenant association, management representatives from the owner of a residential tenant building may not attend meetings unless invited by the tenant association to specific meetings to discuss a specific issue.

(d) A tenant organizer who is not a residential tenant of the landlord must be accompanied in the residential building by a tenant who resides in the building.

(e) No landlord shall prohibit or adopt any rule prohibiting residential tenants or nonresident tenant organizers from peacefully organizing, assembling, canvassing, leafleting, or otherwise exercising within the building their right of free expression for tenant organizing purposes. A landlord may not require tenants and tenant organizers to obtain prior permission to engage in protected activities. A landlord may not adopt and enforce rules that set unreasonable limits as to time, place, and manner of the meetings or communication with tenants in the building.

Subd. 2. **Retaliation prohibited.** (a) A landlord may not increase rent, decrease services, alter an existing rental agreement, file a legal action against a tenant, contact federal or state law enforcement related to a tenant's immigration status, or seek to recover possession or threaten any such action in whole or in part in retaliation after a tenant:

(1) reports a code violation to a government agency, elected official, or other government official responsible for the enforcement of a building, housing, health, or safety code;

(2) reports a building, housing, health, or safety code violation, or a violation of this chapter, to a community organization or the news media;

(3) seeks the assistance of a community organization or others, including but not limited to a media or news organization, for assistance with a code violation or a violation of this chapter;

(4) makes a request that the landlord of a residential building make repairs to the premises as required by this chapter, or remedy a building or health code, other regulation, or uphold portions of the residential rental agreement;

(5) joins or attempts to join a tenant association or similar organization; or

(6) testifies in any court or administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law.

(b) In any proceeding in which retaliation is alleged, the burden of proof shall be on the landlord, if the landlord's alleged retaliatory action was within 90 days of the tenant engaging in any of the activities identified in this subdivision. If the challenged action began more than 90 days after the resident engaged in the protected activity, the tenant claiming the landlord is retaliating has the burden of proof.

Subd. 3. **Penalties.** If a landlord, an agent, or other person acting under the landlord's direction or control unlawfully and in bad faith violates this section, the tenant may recover from the landlord up to \$1,000 per occurrence and reasonable attorney fees.

ARTICLE 5

COURT REMEDIES; RESIDENTIAL RENTALS

Section 1. Minnesota Statutes 2022, section 504B.001, subdivision 5, is amended to read:

Subd. 5. Housing-related neighborhood organization. "Housing-related neighborhood organization" means a nonprofit corporation incorporated under chapter 317A that:

20.1 ~~(1) designates in its articles of incorporation or bylaws a specific geographic community~~
20.2 ~~to which its activities are limited; and~~

20.3 ~~(2) is formed in part for the purposes of promoting community safety, crime prevention,~~
20.4 ~~and housing quality in a nondiscriminatory manner.~~

20.5 For purposes of this chapter, an action taken by a neighborhood organization with the
20.6 written permission of a residential tenant means, with respect to a building with multiple
20.7 dwelling units, an action taken by the neighborhood organization with the written permission
20.8 of one of the residential tenants of a majority of the occupied units.

20.9 Sec. 2. Minnesota Statutes 2022, section 504B.001, subdivision 14, is amended to read:

20.10 Subd. 14. **Violation.** "Violation" means:

20.11 (1) a violation of any state, county or city health, safety, housing, building, fire prevention,
20.12 or housing maintenance code applicable to the building;

20.13 (2) a violation of ~~any of the covenants set forth in section 504B.161, subdivision 1,~~
20.14 ~~clause (1) or (2), or in section 504B.171, subdivision 1~~ this chapter; or

20.15 (3) a violation of any federal, state, county, or city laws protecting tenants from
20.16 discrimination;

20.17 (4) a violation of any applicable tenant rights and landlord obligations for public and
20.18 subsidized tenancies under local, state, or federal law; or

20.19 ~~(3)~~ (5) a violation of an oral or written agreement, lease, or contract for the rental of a
20.20 dwelling in a building.

20.21 Sec. 3. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
20.22 to read:

20.23 Subd. 16. **Abandonment.** (a) "Abandonment of tenancy" means the intentional and
20.24 voluntary absolute relinquishment of premises by the residential tenant.

20.25 (b) "Abandonment of personal property" means a residential tenant leaving some of the
20.26 tenant's personal property on the premises after permanently vacating the property.

20.27 Sec. 4. Minnesota Statutes 2022, section 504B.101, is amended to read:

20.28 **504B.101 DISTRESS FOR RENT.**

20.29 The remedy of distress for rent is abolished. The requirements of this section may not
20.30 be waived or modified by the parties to a residential lease. Any provision, whether oral or

21.1 written, of a lease or other agreement by which any provision of this section is waived by
21.2 a tenant is contrary to public policy and void. The tenant shall recover from the landlord
21.3 actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney
21.4 fees, for a violation of this section.

21.5 Sec. 5. Minnesota Statutes 2022, section 504B.111, is amended to read:

21.6 **504B.111 WRITTEN LEASE REQUIRED; PENALTY.**

21.7 (a) A landlord of a residential building with 12 or more residential units must have a
21.8 written lease for each unit rented to a residential tenant. The written lease must identify the
21.9 specific unit the residential tenant will occupy before the residential tenant signs the lease.
21.10 Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask
21.11 for the tenant's full name and date of birth on the lease and application. A landlord who fails
21.12 to provide a lease, as required under this section, is guilty of a petty misdemeanor.

21.13 (b) The tenant shall recover from the landlord actual and consequential damages or \$500,
21.14 whichever is greater, and reasonable attorney fees, for a violation of this section.

21.15 Sec. 6. Minnesota Statutes 2022, section 504B.115, subdivision 1, is amended to read:

21.16 Subdivision 1. **Copy of written lease to tenant.** Where there is a written lease, a landlord
21.17 must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease
21.18 agreement. The landlord may obtain a signed and dated receipt, either as a separate document
21.19 or an acknowledgment included in the lease agreement itself, from the tenant acknowledging
21.20 that the tenant has received a copy of the lease. This signed receipt or acknowledgment is
21.21 prima facie evidence that the tenant has received a copy of the lease. The landlord must
21.22 provide the copy of the lease agreement within 14 days of the tenant's written request. The
21.23 tenant shall recover from the landlord actual and consequential damages or \$250, whichever
21.24 is greater, and reasonable attorney fees, for a violation of this section.

21.25 Sec. 7. Minnesota Statutes 2022, section 504B.116, is amended to read:

21.26 **504B.116 PRORATED RENT REQUIRED.**

21.27 (a) When a lease term for a residential unit ends on a date before the last day of the final
21.28 month, the amount of rent to be paid for the final month owed for the final month of rent
21.29 must be prorated at the average daily rate for that month so that the tenant only pays for the
21.30 actual number of days that occupancy is allowed. This provision applies to all leases,
21.31 including leases requiring the last month of rent to be paid in advance. Any attempted waiver
21.32 of this section by a landlord and tenant, by contract or otherwise, shall be void and

22.1 unenforceable. The tenant shall recover from the landlord actual and consequential damages
22.2 or \$500, whichever is greater, and reasonable attorney fees, for a violation of this section.

22.3 (b) For purposes of this section, prorated rent must be calculated using the actual number
22.4 of calendar days for the calendar month in which the lease expires.

22.5 Sec. 8. Minnesota Statutes 2022, section 504B.118, is amended to read:

22.6 **504B.118 RECEIPT FOR RENT PAID IN CASH.**

22.7 A landlord receiving rent or other payments from a tenant in cash must provide a written
22.8 receipt for payment immediately upon receipt if the payment is made in person, or within
22.9 three business days if payment in cash is not made in person. Any attempted waiver of this
22.10 section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.
22.11 The tenant shall recover from the landlord actual and consequential damages or \$250,
22.12 whichever is greater, and reasonable attorney fees, for a violation of this section.

22.13 Sec. 9. Minnesota Statutes 2022, section 504B.131, is amended to read:

22.14 **504B.131 RENT LIABILITY; UNINHABITABLE BUILDINGS.**

22.15 A tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit
22.16 for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender
22.17 such a building. A tenant or occupant may expressly agree otherwise except as prohibited
22.18 by section 504B.161. Any attempted waiver of this section by a landlord and tenant, by
22.19 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the
22.20 landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable
22.21 attorney fees, for a violation of this section.

22.22 Sec. 10. Minnesota Statutes 2022, section 504B.141, is amended to read:

22.23 **504B.141 URBAN REAL ESTATE; HOLDING OVER.**

22.24 When a tenant of urban real estate, or any interest therein, holds over and retains
22.25 possession after expiration of the lease without the landlord's express agreement, no tenancy
22.26 for any period other than the shortest interval between the times of payment of rent under
22.27 the terms of the expired lease shall be implied. Any attempted waiver of this section by a
22.28 landlord and tenant, by contract or otherwise, shall be void and unenforceable. The tenant
22.29 shall recover from the landlord actual and consequential damages or \$250, whichever is
22.30 greater, and reasonable attorney fees, for a violation of this section.

Sec. 11. Minnesota Statutes 2022, section 504B.145, is amended to read:

504B.145 RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.

Subdivision 1. Automatic renewal. Notwithstanding the provisions of any residential lease, in order to enforce any automatic renewal clause of a lease of an original term of two months or more which states, in effect, that the term shall be deemed renewed for a specified additional period of time of two months or more unless the tenant gives notice to the landlord of an intention to quit the premises at the expiration of the term due to expire, the landlord must give notice to the tenant as provided in this section. The notice must be in writing and direct the tenant's attention to the automatic renewal provision of the lease. the notice must be served personally or mailed by certified mail at least 15 days, but not more than 30 days prior to the time that the tenant is required to furnish notice of an intention to quit.

Subd. 2. Penalty. If the landlord does not comply with the notice requirements of this section, the tenant may choose to terminate the lease on the last day of the lease without further notice unless a new agreement is reached by the parties.

Subd. 3. Waiver prohibited. Any attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover from the landlord actual and consequential damages or \$500, whichever is greater, and reasonable attorney fees, for a violation of this section.

Sec. 12. Minnesota Statutes 2022, section 504B.151, subdivision 1, is amended to read:

Subdivision 1. **Limitation on lease and notice to tenant.** (a) Once a landlord has received notice of a contract for deed cancellation under section 559.21 or notice of a mortgage foreclosure sale under chapter 580 or 582, or summons and complaint under chapter 581, the landlord may only enter into (i) a periodic residential lease agreement with a term of not more than two months or the time remaining in the contract cancellation period or the mortgagor's redemption period, whichever is less or (ii) a fixed term residential tenancy not extending beyond the cancellation period or the landlord's period of redemption until:

(1) the contract for deed has been reinstated or paid in full;

(2) the mortgage default has been cured and the mortgage reinstated;

(3) the mortgage has been satisfied;

(4) the property has been redeemed from a foreclosure sale; or

(5) a receiver has been appointed.

(b) Before entering into a lease under this section and accepting any rent or security deposit from a tenant, the landlord must notify the prospective tenant in writing that the landlord has received notice of a contract for deed cancellation or notice of a mortgage foreclosure sale as appropriate, and the date on which the contract cancellation period or the mortgagor's redemption period ends.

(c) This section does not apply to a manufactured home park as defined in section 327C.015, subdivision 8.

~~(d) A landlord who violates the requirements in this subdivision is liable to the lessee for a civil penalty of \$500~~ Any attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover from the landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section, unless the landlord falls under the exception in subdivision 2. The remedy provided under this paragraph is in addition to and shall not limit other rights or remedies available to landlords and tenants.

Sec. 13. **[504B.153] TENANT ABANDONMENT OF DWELLING.**

Subdivision 1. **Abandonment.** (a) If a residential tenant abandons a dwelling unit during the lease term, the landlord shall make reasonable efforts to rent it at a fair rental value. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the agreement is terminated on the date the new tenancy begins. The rental agreement is terminated by the landlord on the date the landlord has notice of the abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental value or if the landlord accepts the abandonment as a surrender. The tenant shall not be liable for rent after the termination of the tenancy.

(b) If the rental agreement was for a periodic tenancy or tenancy at will, the maximum rent liability for the tenant is the notice period required to end the lease from the date the landlord has notice of the abandonment.

Subd. 2. **Waiver prohibited.** Any waiver of the rights provided by this section shall be void and unenforceable.

Sec. 14. Minnesota Statutes 2023 Supplement, section 504B.161, subdivision 1, is amended to read:

Subdivision 1. **Requirements.** ~~(a)~~ In every lease or license of residential premises, the landlord or licensor covenants:

(1) that the premises and all common areas are fit for the use intended by the parties;

(2) to keep the premises and all common areas in reasonable repair during the term of the lease or license, including services and conditions listed in section 504B.381, subdivision 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;

(3) 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, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost;

(4) to maintain the premises and all common areas in compliance with the applicable health and safety laws of the United States, of the state, and of the local units of government, including ordinances regulating rental licensing, where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee; and

(5) to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30, unless a utility company requires and instructs the heat to be reduced.

~~(b) The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.~~

Sec. 15. Minnesota Statutes 2022, section 504B.161, subdivision 2, is amended to read:

Subd. 2. **Tenant maintenance.** The landlord or licensor may agree with the tenant or licensee that the tenant or licensee is to perform specified repairs or maintenance, including snow removal and maintenance of the lawn and premises, but only if the agreement is supported by adequate consideration and the consideration is specifically set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises.

Sec. 16. Minnesota Statutes 2022, section 504B.161, subdivision 4, is amended to read:

Subd. 4. **Covenants are in addition.** The covenants contained in this section are in addition to any covenants or conditions imposed by law or ordinance or by the terms of the

26.1 lease or license and do not limit other rights or remedies which may be available to the
26.2 residential tenant and landlord.

26.3 Sec. 17. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
26.4 to read:

26.5 Subd. 7. **Remedies.** (a) If a landlord is in violation of this section, the tenant shall be
26.6 entitled to:

26.7 (1) actual and consequential damages, based on rent abatement for impairment of use
26.8 and enjoyment of the property for the period of the violation under section 541.05,
26.9 subdivision 1, and consequential damages, or \$500, whichever is greater;

26.10 (2) in the case of a residential building or residential unit that has been condemned for
26.11 city or county housing code or rental licensing violations, actual and consequential damages,
26.12 based on the total rent for the period of the violation under section 541.05, subdivision 1,
26.13 and consequential damages, or \$500, whichever is greater; or

26.14 (3) in the case of violation of subdivision 2, actual and consequential damages, based
26.15 on adequate consideration for services performed by the tenant for the period of the violation
26.16 under section 541.05, subdivision 1, and consequential damages, or \$500, whichever is
26.17 greater.

26.18 (b) When a landlord is in violation of this section, a tenant shall also be entitled to the
26.19 following relief, in addition to the relief available in paragraph (a):

26.20 (1) actual and consequential damages or \$500, whichever is greater, and reasonable
26.21 attorney fees, for a violation of this section;

26.22 (2) correction of the violations by the landlord;

26.23 (3) at the tenant's option, full rescission of the lease and recovery of any damage deposit,
26.24 less any amount retained under section 504B.178;

26.25 (4) costs, disbursements, and reasonable attorney fees related to enforcement of this
26.26 section; and

26.27 (5) at the tenant's option, collection of awards under this subdivision as a credit against
26.28 current and future rents from the landlord.

27.1 Sec. 18. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
27.2 to read:

27.3 Subd. 8. **Enforcement.** A residential tenant may enforce the provisions of this section
27.4 in actions under sections 504B.281 to 504B.371, 504B.381, 504B.385, and 504B.395 to
27.5 504B.471, and other civil actions.

27.6 Sec. 19. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
27.7 to read:

27.8 Subd. 9. **Waiver prohibited.** Any attempted waiver of this section by a landlord and
27.9 tenant, by contract or otherwise, shall be void and unenforceable.

27.10 Sec. 20. Minnesota Statutes 2022, section 504B.175, subdivision 4, is amended to read:

27.11 Subd. 4. **Remedies.** ~~In addition to any other remedies, a landlord who violates this section~~
27.12 ~~is liable to the payor of the prelease deposit for the amount of the deposit paid, plus one-half~~
27.13 ~~of that amount as a penalty. A landlord who enters into a rental agreement with a tenant is~~
27.14 ~~not liable under this section unless the landlord failed to comply with subdivision 3. Any~~
27.15 attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be
27.16 void and unenforceable. The tenant shall recover from the landlord actual and consequential
27.17 damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of
27.18 this section, and, at the tenant's option, full rescission of the lease and recovery of any
27.19 damage deposit less any amount retained under section 504B.178.

27.20 Sec. 21. Minnesota Statutes 2022, section 504B.178, subdivision 7, is amended to read:

27.21 Subd. 7. **Bad faith retention.** The bad faith retention by a landlord of a deposit, the
27.22 interest thereon, or any portion thereof, in violation of this section shall subject the landlord
27.23 to punitive damages not to exceed \$500 \$750 for each deposit in addition to the damages
27.24 provided in subdivision 4 and reasonable attorney fees. If the landlord has failed to comply
27.25 with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in
27.26 bad faith unless the landlord returns the deposit within two weeks after the commencement
27.27 of any action for the recovery of the deposit.

27.28 Sec. 22. Minnesota Statutes 2022, section 504B.181, is amended by adding a subdivision
27.29 to read:

27.30 Subd. 7. **Waiver prohibited.** Any attempted waiver of this section by a landlord and
27.31 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover

28.1 from the landlord actual and consequential damages or \$500, whichever is greater, and
28.2 reasonable attorney fees, for a violation of this section.

28.3 Sec. 23. Minnesota Statutes 2022, section 504B.185, subdivision 2, is amended to read:

28.4 Subd. 2. **Notice.** (a) After the local authority has inspected the residential building under
28.5 subdivision 1, the inspector shall inform the landlord or the landlord's agent and the
28.6 residential tenant or housing-related neighborhood organization in writing of any code
28.7 violations discovered and a reasonable deadline for correcting violations.

28.8 (b) ~~A reasonable period of time must be allowed in which to~~ The landlord shall correct
28.9 the violations by the deadline given by the local authority.

28.10 Sec. 24. Minnesota Statutes 2022, section 504B.185, is amended by adding a subdivision
28.11 to read:

28.12 Subd. 3. **Remedies.** Any attempted waiver of this section by a landlord and tenant, by
28.13 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the
28.14 landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable
28.15 attorney fees, for a violation of this section.

28.16 Sec. 25. Minnesota Statutes 2022, section 504B.195, subdivision 1, is amended to read:

28.17 Subdivision 1. **Disclosure to tenant.** ~~(a) Except as provided in subdivision 3, A landlord,~~
28.18 ~~agent, or person acting under the landlord's direction or control shall provide a copy of all~~
28.19 ~~outstanding inspection orders for which a citation has been issued, issued in the previous~~
28.20 12 months ~~pertaining to a rental unit or common area, specifying code violations issued~~
28.21 ~~under section 504B.185, that the housing inspector identifies as requiring notice because~~
28.22 ~~the violations threaten the health or safety of the tenant, all notices of rental license denials,~~
28.23 violations, suspensions, and terminations, and all outstanding condemnation orders and
28.24 declarations that the premises are unfit for human habitation to:

28.25 (1) a tenant, either by delivery or by United States mail, postage prepaid, within 72 hours
28.26 after issuance of the citation;

28.27 (2) a person before signing a lease or paying rent or a security deposit to begin a new
28.28 tenancy; and

28.29 (3) a person prior to obtaining new ownership of the property subject to the order or
28.30 declaration. The housing inspector shall indicate on the inspection order whether the violation
28.31 threatens the health or safety of a tenant or prospective tenant.

~~(b) If an inspection order, for which a citation has been issued, does not involve code violations that threaten the health or safety of the tenants, the landlord, agent, or person acting under the landlord's control shall post a summary of the inspection order in a conspicuous place in each building affected by the inspection order, along with a notice that the inspection order will be made available by the landlord for review, upon a request of a tenant or prospective tenant. The landlord shall provide a copy of the inspection order for review by a tenant or a prospective tenant as required under this subdivision.~~

Sec. 26. Minnesota Statutes 2022, section 504B.195, is amended by adding a subdivision to read:

Subd. 2a. **Damages.** The tenant shall recover from the landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.

Sec. 27. Minnesota Statutes 2022, section 504B.195, subdivision 5, is amended to read:

Subd. 5. Remedies additional. The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void. A violation of this section violates section 504B.161.

Sec. 28. Minnesota Statutes 2022, section 504B.204, is amended to read:

504B.204 ACTION FOR RENTAL OF CONDEMNED RESIDENTIAL PREMISES.

(a) A landlord, agent, or person acting under the landlord's direction or control may not accept rent or a security deposit for residential rental property from a tenant after the leased premises have been (1) condemned or declared unfit for human habitation, (2) ordered to be vacated due to violations of a housing, health, or fire code or rental licensing ordinance by the applicable federal, state, or local authority, if the tenancy commenced after the premises were condemned or declared unfit for human habitation, or (3) ordered to be vacated pursuant to a government taking. If a landlord, agent, or a person acting under the landlord's direction or control violates this section, the landlord is liable to the tenant for actual damages and an amount equal to three times the amount of all money collected from the tenant after date of condemnation or declaration, plus costs and attorney fees. A violation of this section violates section 504B.161. This section shall be liberally construed for the protection of tenants.

(b) The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

Sec. 29. Minnesota Statutes 2022, section 504B.231, is amended to read:

504B.231 DAMAGES FOR OUSTER.

(a) If a landlord, an agent, or other person acting under the landlord's direction or control unlawfully and in bad faith removes, excludes, or forcibly keeps out a tenant from residential premises, the tenant ~~may~~ shall recover from the landlord actual and consequential damages, the greater of treble, actual, and consequential damages or \$500, whichever is greater, \$1,000, and reasonable attorney's attorney fees, and at the tenant's option, full rescission of the lease and recovery of any damage deposit less any amount retained under section 504B.178. A landlord may not charge or collect rent for a month where the landlord has violated this section. A violation of this section by the landlord is a violation of section 504B.161.

(b) The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void. The provisions of this section also apply to occupants and owners of residential real property which is the subject of a mortgage foreclosure or contract for deed cancellation and as to which the period for redemption or reinstatement of the contract has expired. This section shall be liberally construed for the protection of tenants.

Sec. 30. Minnesota Statutes 2022, section 504B.265, is amended by adding a subdivision to read:

Subd. 5. Remedies. The personal representative of the tenant's estate shall recover from the landlord actual and consequential damages or \$500, whichever is greater, and reasonable attorney fees, for a violation of this section.

Sec. 31. Minnesota Statutes 2022, section 504B.271, subdivision 2, is amended to read:

Subd. 2. **Landlord's punitive Damages.** If a landlord, an agent, or other person acting under the landlord's direction or control, in possession of a tenant's personal property, fails to allow the tenant to retake possession of the property within 24 hours after written demand

by the tenant or the tenant's duly authorized representative or within 48 hours, exclusive of weekends and holidays, after written demand by the tenant or a duly authorized representative when the landlord, the landlord's agent or person acting under the landlord's direction or control has removed and stored the personal property in accordance with subdivision 1 in a location other than the premises, the tenant shall recover from the landlord ~~punitive damages in an amount not to exceed twice the actual damages or \$1,000, whichever is greater~~, in addition to actual damages, actual and consequential damages or \$1,000, whichever is greater, and reasonable ~~attorney's~~ attorney fees.

In determining the amount of punitive damages the court shall consider (1) the nature and value of the property; (2) the effect the deprivation of the property has had on the tenant; (3) if the landlord, an agent, or other person acting under the landlord's direction or control unlawfully took possession of the tenant's property; and (4) if the landlord, an agent, or other person under the landlord's direction or control acted in bad faith in failing to allow the tenant to retake possession of the property.

The provisions of this subdivision do not apply to personal property which has been sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords who are housing authorities, created, or authorized to be created by sections 469.001 to 469.047, and their agents and employees, in possession of a tenant's personal property, except that housing authorities must allow the tenant to retake possession of the property in accordance with this subdivision.

Sec. 32. **[504B.276] LIMITATION ON CLAIM PRECLUSION.**

A failure by a tenant to litigate an available claim or defense in any proceeding under sections 504B.281 to 504B.471 does not preclude the tenant from raising or litigating that claim or a claim arising out of the same transaction or occurrence in a separate proceeding.

Sec. 33. Minnesota Statutes 2022, section 504B.315, is amended to read:

504B.315 RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.

(a) As used in this section, "familial status" has the meaning given it in section 363A.03, subdivision 18.

(b) No residential tenant of residential premises may be evicted, denied a continuing tenancy, or denied a renewal of a lease on the basis of familial status commenced during the tenancy unless one year has elapsed from the commencement of the familial status and the landlord has given the tenant six months prior notice in writing, except in case of

32.1 nonpayment of rent, damage to the premises, disturbance of other tenants, or other material
32.2 breach of the lease.

32.3 (c) The tenant shall recover from the landlord actual and consequential damages or
32.4 \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.
32.5 The remedy provided under this section is in addition to and shall not limit other rights or
32.6 remedies available to tenants. Any provision, whether oral or written, of any lease or other
32.7 agreement, whereby any provision of this section is waived by a tenant, is contrary to public
32.8 policy and void.

32.9 Sec. 34. Minnesota Statutes 2023 Supplement, section 504B.375, subdivision 1, is amended
32.10 to read:

32.11 Subdivision 1. **Unlawful exclusion or removal.** (a) This section applies to actual or
32.12 constructive removal or exclusion of a residential tenant which may include the termination
32.13 of utilities or the removal of doors, windows, or locks. A residential tenant to whom this
32.14 section applies may recover possession of the premises as described in paragraphs (b) to
32.15 (e).

32.16 (b) The residential tenant shall present a verified petition to the district court of the
32.17 judicial district of the county in which the premises are located that:

32.18 (1) describes the premises and the landlord;

32.19 (2) specifically states the facts and grounds that demonstrate that the exclusion or removal
32.20 was unlawful, including a statement that no writ of recovery of the premises and order to
32.21 vacate has been issued under section 504B.345 in favor of the landlord and against the
32.22 residential tenant and executed in accordance with section 504B.365; and

32.23 (3) asks for possession.

32.24 (c) If it clearly appears from the specific grounds and facts stated in the verified petition
32.25 or by separate affidavit of the residential tenant or the residential tenant's attorney or agent
32.26 that the exclusion or removal was unlawful, the court shall immediately order that the
32.27 residential tenant have possession of the premises.

32.28 (d) The residential tenant shall furnish security, if any, that the court finds is appropriate
32.29 under the circumstances for payment of all costs and damages the landlord may sustain if
32.30 the order is subsequently found to have been obtained wrongfully. In determining the
32.31 appropriateness of security, the court shall consider the residential tenant's ability to afford
32.32 monetary security.

(e) The court shall direct the order to the sheriff of the county in which the premises are located and the sheriff shall execute the order immediately by making a demand for possession on the landlord, if found, or the landlord's agent or other person in charge of the premises. If the landlord fails to comply with the demand, the officer shall take whatever assistance may be necessary and immediately place the residential tenant in possession of the premises. If the landlord, the landlord's agent, or other person in control of the premises cannot be found and if there is no person in charge, the officer shall immediately enter into and place the residential tenant in possession of the premises. The officer shall also serve the order and verified petition or affidavit immediately upon the landlord or agent, in the same manner as a summons is required to be served in a civil action in district court.

(f) The court administrator may charge a filing fee in the amount set for complaints and counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

(g) Any attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.

Sec. 35. Minnesota Statutes 2022, section 504B.391, subdivision 1, is amended to read:

Subdivision 1. **Noncompliance; fines and damages.** If the court finds that a landlord has willfully failed to comply with a court order to remedy a violation, the court shall fine the landlord and award damages to the tenant according to the following schedule:

(1) \$250 fine and \$250 in damages for the first failure to comply;

(2) \$500 fine and \$500 in damages for the second failure to comply with an order regarding the same violation; and

(3) \$750 \$1,000 fine and \$1,000 in damages for the third and each subsequent failure to comply with an order regarding the same violation.

Sec. 36. Minnesota Statutes 2022, section 504B.395, subdivision 1, is amended to read:

Subdivision 1. **Who may bring action.** An action may be brought in district court by:

(1) a residential tenant of a residential building in which a violation, as defined in section 504B.001, subdivision 14, is alleged to exist;

(2) any housing-related neighborhood organization with the written permission of a residential tenant of a residential building in which a violation, as defined in section 504B.001, subdivision 14, ~~clause (1) or (2)~~, is alleged to exist;

(3) a housing-related neighborhood organization that has within its geographical area an unoccupied residential building in which a violation, as defined in section 504B.001, subdivision 14, ~~clause (1) or (2)~~, is alleged to exist; or

(4) a state, county, or local department or authority, charged with the enforcement of codes relating to health, housing, or building maintenance.

Sec. 37. Minnesota Statutes 2022, section 504B.395, subdivision 4, is amended to read:

Subd. 4. **Landlord must be informed.** A landlord must be informed in writing of an alleged violation at least 14 days before an action is brought by:

(1) a residential tenant of a residential building in which a violation as defined in section 504B.001, subdivision 14, ~~clause (2) or (3)~~ clauses (2) to (5), is alleged to exist; or

(2) a housing-related neighborhood organization, with the written permission of a residential tenant of a residential building in which a violation, as defined in section 504B.001, subdivision 14, ~~clause (2)~~ clauses (2) to (5), is alleged to exist. The notice requirement may be waived if the court finds that the landlord cannot be located despite diligent efforts.

Sec. 38. **[504B.501] ATTORNEY GENERAL ENFORCEMENT.**

The attorney general has authority under section 8.31 to investigate and prosecute violations of this chapter.

ARTICLE 6 DISCRIMINATION POLICY

Section 1. **[504B.505] DISCRIMINATION; HOUSING ASSISTANCE.**

(a) A landlord must not discriminate against a tenant based on the tenant's use of federal, state, or local government rental assistance; a housing choice voucher program; or another form of public assistance that helps a tenant pay rent; or refuse to rent to a tenant because the landlord may be responsible for meeting the terms and conditions of a public assistance program. A landlord must not deny a tenant or prospective tenant a viewing or application for a rental unit, deny them the opportunity to rent a unit, or discriminate against a tenant or prospective tenant who uses rental assistance or a housing choice voucher. A landlord cannot advertise that they will not rent to a tenant who uses rental assistance or a housing choice voucher program.

- 35.1
- (b) A violation of this section is an unfair discriminatory practice under section 363A.09,

and an individual has all the rights and remedies available under chapter 363A.
- 35.2