

**SENATE
STATE OF MINNESOTA
NINETY-THIRD SESSION**

S.F. No. 3492

(SENATE AUTHORS: MOHAMED, Port and Pha)

DATE	D-PG	OFFICIAL STATUS
02/12/2024	11546	Introduction and first reading Referred to Housing and Homelessness Prevention
02/15/2024	11619	Authors added Port; Pha
02/26/2024	11742a	Comm report: To pass as amended and re-refer to Judiciary and Public Safety

1.1 A bill for an act

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

1.3 amending landlord and tenant rights and obligations; amending residential tenant

1.4 screening agency obligations; amending provisions relating to residential housing

1.5 evictions; amending provisions relating to actions commenced by tenants; creating

1.6 new rights and obligations for landlords and tenants; making clarifying, technical,

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

1.8 Statutes 2022, sections 504B.001, subdivisions 4, 5, 11, 14, by adding subdivisions;

1.9 504B.101; 504B.111; 504B.115, subdivision 1; 504B.116; 504B.118; 504B.131;

1.10 504B.141; 504B.145; 504B.151, subdivision 1; 504B.155; 504B.161, subdivisions

1.11 2, 4, 5, by adding subdivisions; 504B.173, subdivision 1; 504B.175, subdivision

1.12 1, by adding a subdivision; 504B.177; 504B.178, subdivisions 1, 3, 7, 9, 10, by

1.13 adding a subdivision; 504B.181, subdivision 1, by adding a subdivision; 504B.185,

1.14 subdivision 2, by adding a subdivision; 504B.195, subdivisions 1, 5, by adding a

1.15 subdivision; 504B.204; 504B.205, subdivision 5; 504B.231; 504B.241, subdivisions

1.16 1, 4, 5, by adding a subdivision; 504B.245; 504B.261; 504B.265, subdivisions 1,

1.17 2, by adding a subdivision; 504B.271; 504B.275; 504B.285, subdivisions 1, 2;

1.18 504B.315; 504B.345, by adding a subdivision; 504B.365, subdivisions 1, 3, 5, by

1.19 adding a subdivision; 504B.371, subdivision 2; 504B.385, subdivisions 1, 4, 5, 6,

1.20 9, 11; 504B.391; 504B.395, subdivisions 1, 4, 6; 504B.415; 504B.421; 504B.425;

1.21 504B.431; 504B.441; 504B.451; 504B.471; Minnesota Statutes 2023 Supplement,

1.22 sections 504B.135; 504B.161, subdivision 1; 504B.171, subdivision 1; 504B.291,

1.23 subdivision 1; 504B.321, subdivision 5, by adding a subdivision; 504B.331;

1.24 504B.335; 504B.345, subdivision 1; 504B.371, subdivision 3; 504B.375,

1.25 subdivision 1; proposing coding for new law in Minnesota Statutes, chapter 504B;

1.26 repealing Minnesota Statutes 2022, sections 504B.121; 504B.161, subdivision 6;

1.27 504B.173, subdivisions 2, 3, 4; 504B.175, subdivisions 2, 3, 4; 504B.178,

1.28 subdivisions 8, 11; 504B.181, subdivision 5; 504B.195, subdivisions 2, 3, 4;

1.29 504B.265, subdivision 4; 504B.285, subdivisions 3, 4; 504B.355; 504B.385,

1.30 subdivisions 2, 7, 10; 504B.445, subdivision 8; Minnesota Statutes 2023

1.31 Supplement, section 504B.178, subdivision 4.

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

2.2 Section 1. Minnesota Statutes 2022, section 504B.001, subdivision 4, is amended to read:

2.3 Subd. 4. **Evict or eviction.** "Evict" or "eviction" means a ~~summary~~ court proceeding to
 2.4 remove a tenant or occupant from or otherwise recover possession of real property by the
 2.5 process of law set out in this chapter.

2.6 Sec. 2. Minnesota Statutes 2022, section 504B.001, subdivision 5, is amended to read:

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

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

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

2.13 For purposes of this chapter, an action taken by a neighborhood organization with the
 2.14 written permission of a residential tenant means, with respect to a building with multiple
 2.15 dwelling units, an action taken by the neighborhood organization with the written permission
 2.16 of one of the residential tenants ~~of a majority of the occupied units.~~

2.17 Sec. 3. Minnesota Statutes 2022, section 504B.001, subdivision 11, is amended to read:

2.18 Subd. 11. **Residential building.** "Residential building" means:

2.19 (1) a building used in whole or in part as a dwelling, including single-family homes,
 2.20 multiple-family units such as apartments, and structures containing both dwelling units and
 2.21 units used for nondwelling purposes, and includes a:

2.22 (i) manufactured home park; or

2.23 (ii) hotel, motel, lodging, and shelter units where the occupancy is not transient under
 2.24 section 327.70, subdivision 5;

2.25 (iii) nursing homes under chapter 144A;

2.26 (iv) assisted living under chapter 144G;

2.27 (v) board and lodging establishments under chapter 157;

2.28 (vi) residences with services under chapter 245D;

2.29 (vii) buildings receiving group residential housing chapter 256I; and

3.1 (viii) sober house under chapter 254B; or

3.2 (2) an unoccupied building which was previously used in whole or in part as a dwelling
3.3 and which constitutes a nuisance under section 561.01.

3.4 Sec. 4. Minnesota Statutes 2022, section 504B.001, subdivision 14, is amended to read:

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

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

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

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

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

3.14 ~~(3)~~ (5) a violation of an oral or written agreement, lease, or contract for the rental of a
3.15 dwelling in a building.

3.16 Sec. 5. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
3.17 to read:

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

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

3.22 Sec. 6. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
3.23 to read:

3.24 Subd. 17. **Dwelling.** "Dwelling" means any rental unit in a residential building that is
3.25 intended to be used for occupancy by residential tenants.

3.26 Sec. 7. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
3.27 to read:

3.28 Subd. 18. **Rental unit.** "Rental unit" means any building or structure, or portion thereof,
3.29 which is wholly or partly used or intended to be occupied by tenants.

4.1 Sec. 8. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
4.2 to read:

4.3 Subd. 19. **Written notice.** "Written notice" includes writing on paper. Except as otherwise
4.4 provided in this chapter, written notice may also include text message, chat, email, or other
4.5 electronic service, by agreement or use; however, a landlord cannot require the tenant to
4.6 exclusively use or receive text messages, chats, emails, online portals, or other electronic
4.7 services.

4.8 Sec. 9. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
4.9 to read:

4.10 Subd. 20. **Certified funds.** "Certified funds" shall be defined as (1) any method of
4.11 payment drawn on a depository institution, and (2) payable (i) as a direct obligation of such
4.12 depository institution, or (ii) with funds set aside by such depository institution equal to the
4.13 amount of the instant payment and used only for the purpose of the instant payment. Certified
4.14 funds include but are not limited to cashier's checks, certified checks, or money orders.

4.15 Sec. 10. Minnesota Statutes 2022, section 504B.101, is amended to read:

4.16 **504B.101 DISTRESS FOR RENT.**

4.17 The remedy of distress for rent is abolished. The requirements of this section may not
4.18 be waived or modified by the parties to a residential lease. Any provision, whether oral or
4.19 written, of a lease or other agreement by which any provision of this section is waived by
4.20 a tenant is contrary to public policy and void. The tenant shall recover from the landlord
4.21 treble actual and consequential damages or \$1,000, whichever is greater, and reasonable
4.22 attorney fees, for a violation of this section.

4.23 Sec. 11. Minnesota Statutes 2022, section 504B.111, is amended to read:

4.24 **504B.111 WRITTEN LEASE REQUIRED; PENALTY.**

4.25 (a) A landlord must include in any written lease all the terms of the tenancy. A landlord
4.26 may not unilaterally amend or change a written lease. The written lease must identify the
4.27 specific unit the residential tenant will occupy before the residential tenant signs the lease.
4.28 Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask
4.29 for the tenant's full name and date of birth on the lease and application. A landlord and
4.30 tenant may agree to amend a lease only if the amendment is supported by adequate
4.31 consideration and the consideration is specifically set forth in a conspicuous writing. A

5.1 landlord may offer a new lease to be effective after expiration of the current lease with terms
 5.2 different from the current lease.

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

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

5.11 Sec. 12. Minnesota Statutes 2022, section 504B.115, subdivision 1, is amended to read:

5.12 Subdivision 1. **Copy of written lease to tenant.** Where there is a written lease, a landlord
 5.13 must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease
 5.14 agreement. The landlord may obtain a signed and dated receipt, either as a separate document
 5.15 or an acknowledgment included in the lease agreement itself, from the tenant acknowledging
 5.16 that the tenant has received a copy of the lease. This signed receipt or acknowledgment is
 5.17 prima facie evidence that the tenant has received a copy of the lease. The landlord must
 5.18 provide the copy of the lease agreement with 14 days of the tenant's written request. The
 5.19 tenant shall recover from the landlord treble actual and consequential damages or \$250,
 5.20 whichever is greater, and reasonable attorney fees, for a violation of this section.

5.21 Sec. 13. Minnesota Statutes 2022, section 504B.116, is amended to read:

5.22 **504B.116 PRORATED RENT REQUIRED.**

5.23 (a) When a lease term for a residential unit ends ~~on a date~~ before 11:59 p.m. on the last
 5.24 day of the final month, the amount of rent to be paid for the final month owed for the final
 5.25 month of rent must be prorated at the average daily rate for that month so that the tenant
 5.26 only pays for the actual number of full days that occupancy is allowed. This provision
 5.27 applies to all leases, including tenancies at will and leases requiring the last month of rent
 5.28 to be paid in advance. Any attempted waiver of this section by a landlord and tenant, by
 5.29 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the
 5.30 landlord treble actual and consequential damages or \$500, whichever is greater, and
 5.31 reasonable attorney fees, for a violation of this section.

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

6.3 Sec. 14. Minnesota Statutes 2022, section 504B.118, is amended to read:

6.4 **504B.118 RECEIPT FOR RENT PAID IN CASH OR CERTIFIED FUNDS.**

6.5 A landlord receiving rent or other payments from a tenant in cash or certified funds must
6.6 provide a written receipt for payment immediately upon receipt if the payment is made in
6.7 person, or within three business days if payment in cash or certified funds is not made in
6.8 person. Any attempted waiver of this section by a landlord and tenant, by contract or
6.9 otherwise, shall be void and unenforceable. The tenant shall recover from the landlord treble
6.10 actual and consequential damages or \$250, whichever is greater, and reasonable attorney
6.11 fees, for a violation of this section.

6.12 Sec. 15. Minnesota Statutes 2022, section 504B.131, is amended to read:

6.13 **504B.131 ~~RENT LIABILITY; UNINHABITABLE BUILDINGS AND~~**
6.14 **DWELLINGS; RENT LIABILITY; RELOCATION.**

6.15 A tenant or occupant of a building or dwelling that is destroyed or becomes uninhabitable
6.16 or unfit for occupancy, or has been condemned for city or county housing code or rental
6.17 licensing violations, through no fault or neglect of the tenant or occupant may vacate and
6.18 surrender such a building or dwelling with no liability for current and future rent. A tenant
6.19 or occupant may expressly agree otherwise except as prohibited by section 504B.161. The
6.20 landlord shall offer the tenant a similar rental unit, if available, for the remainder of the
6.21 tenancy at the same rent. The tenant may accept the new rental unit or may choose to vacate
6.22 and end the tenancy without liability for any remaining rent under the lease. Any attempted
6.23 waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and
6.24 unenforceable. The tenant shall recover from the landlord treble actual and consequential
6.25 damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of
6.26 this section. This section shall be liberally construed for the protection of tenants.

6.27 Sec. 16. Minnesota Statutes 2023 Supplement, section 504B.135, is amended to read:

6.28 **504B.135 TERMINATING TENANCY AT WILL.**

6.29 A tenancy at will may be terminated or modified by either party by giving notice in
6.30 writing. The time of the notice must be at least as long as the interval between the time rent
6.31 is due or three months, whichever is less. Notice must be received prior to the start of the
6.32 rental period and must be for the end of the rental period. A landlord and tenant may agree

7.1 to a different notice period in writing, except as otherwise provided in this chapter. A notice
 7.2 which does not meet the requirements of this section, or those separately agreed to by the
 7.3 landlord and tenant in writing, has no effect.

7.4 Sec. 17. Minnesota Statutes 2022, section 504B.141, is amended to read:

7.5 **504B.141 URBAN REAL ESTATE; HOLDING OVER.**

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

7.13 Sec. 18. Minnesota Statutes 2022, section 504B.145, is amended to read:

7.14 **504B.145 RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.**

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

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

7.28 Subd. 3. Waiver prohibited. Any attempted waiver of this section by a landlord and
 7.29 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover
 7.30 from the landlord treble actual and consequential damages or \$500, whichever is greater,
 7.31 and reasonable attorney fees, for a violation of this section. This section shall be liberally
 7.32 construed for the protection of tenants.

8.1 Sec. 19. Minnesota Statutes 2022, section 504B.151, subdivision 1, is amended to read:

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

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

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

8.12 (3) the mortgage has been satisfied;

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

8.14 (5) a receiver has been appointed.

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

8.20 (c) This section does not apply to a manufactured home park as defined in section
8.21 327C.015, subdivision 8.

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

9.1 Sec. 20. Minnesota Statutes 2022, section 504B.155, is amended to read:

9.2 **504B.155 TENANT MUST GIVE COLD WEATHER NOTICE BEFORE**
9.3 **VACATION OF BUILDING.**

9.4 Except upon the termination of the tenancy or a judgment for the plaintiff in an action
9.5 under sections 504B.281 to 504B.371, a tenant who, between November 15 and April 15,
9.6 removes from, abandons, or vacates a building or any part thereof that contains plumbing,
9.7 water, steam, or other pipes liable to injury from freezing, without first giving to the landlord
9.8 three days' notice of intention so to remove is guilty of a petty misdemeanor.

9.9 Sec. 21. Minnesota Statutes 2023 Supplement, section 504B.161, subdivision 1, is amended
9.10 to read:

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

9.13 (1) that the premises and all common areas are fit for the use as advertised or promised
9.14 by the landlord or licensor, or otherwise intended by the parties;

9.15 (2) to keep the premises and all common areas in reasonable repair during the term of
9.16 the lease or license, including services and conditions listed in section 504B.381, subdivision
9.17 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when
9.18 the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant
9.19 or licensee or a person under the direction or control of the tenant or licensee;

9.20 (3) to make the premises and all common areas reasonably energy efficient by installing
9.21 weatherstripping, caulking, storm windows, and storm doors when any such measure will
9.22 result in energy procurement cost savings, based on current and projected average residential
9.23 energy costs in Minnesota, that will exceed the cost of implementing that measure, including
9.24 interest, amortized over the ten-year period following the incurring of the cost;

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

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

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

10.3 Sec. 22. Minnesota Statutes 2022, section 504B.161, subdivision 2, is amended to read:

10.4 Subd. 2. **Tenant maintenance.** The landlord or licensor may agree with the tenant or
 10.5 licensee that the tenant or licensee is to perform specified repairs or maintenance, including
 10.6 snow removal and maintenance of the lawn and premises, but only if the agreement is
 10.7 supported by adequate consideration and the consideration is specifically set forth in a
 10.8 conspicuous writing. No such agreement, however, may waive the provisions of subdivision
 10.9 1 ~~or~~, relieve the landlord or licensor of the duty to maintain common areas of the premises,
 10.10 or require the tenant to pay a third party for a separate service agreement. A landlord is
 10.11 prohibited from requiring a tenant to obtain or pay for renters' insurance as a condition of
 10.12 the tenancy.

10.13 Sec. 23. Minnesota Statutes 2022, section 504B.161, subdivision 4, is amended to read:

10.14 Subd. 4. **Covenants are in addition.** The covenants contained in this section are in
 10.15 addition to any covenants or conditions imposed by law or ordinance or by the terms of the
 10.16 lease or license and do not limit other rights or remedies which may be available to the
 10.17 residential tenant and landlord.

10.18 Sec. 24. Minnesota Statutes 2022, section 504B.161, subdivision 5, is amended to read:

10.19 Subd. 5. **Injury to third parties from violation.** ~~Nothing in this section shall be~~
 10.20 ~~construed to alter the liability of the landlord or licensor of residential premises for injury~~
 10.21 ~~to third parties.~~ The landlord is subject to liability for physical harm caused to the tenant
 10.22 and others upon the premises or in the common area and curtilage of the premises with the
 10.23 consent of the tenant by a violation of this section existing before or arising after the tenant
 10.24 has taken possession of the premises if the violation creates an unreasonable risk to persons
 10.25 upon the premises or in the common area and curtilage of the premises which the compliance
 10.26 with this section would have prevented, and the landlord fails to exercise reasonable care
 10.27 to comply with this section.

10.28 Sec. 25. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
 10.29 to read:

10.30 Subd. 7. Remedies. If a landlord is in violation of this section, the tenant shall be entitled
 10.31 to:

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

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

11.8 (3) in the case of violation of subdivision 2, treble actual and consequential damages,
 11.9 based on adequate consideration for services performed by the tenant for the period of the
 11.10 violation under section 541.05, subdivision 1, and consequential damages, or \$500, whichever
 11.11 is greater;

11.12 (4) treble actual and consequential damages or \$500, whichever is greater, and reasonable
 11.13 attorney fees, for a violation of this section;

11.14 (5) correction of violations by the landlord;

11.15 (6) at the tenant's option, tenant correction of violations and reasonable compensation
 11.16 from the landlord;

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

11.19 (8) costs, disbursements, and reasonable attorney fees related to enforcement of this
 11.20 section; and

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

11.23 Sec. 26. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
 11.24 to read:

11.25 Subd. 8. **Enforcement.** A residential tenant may enforce the provisions of this section
 11.26 in actions under sections 504B.281 to 504B.371, 504B.381, 504B.385, and 504B.395 to
 11.27 504B.471, and other civil actions.

11.28 Sec. 27. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
 11.29 to read:

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

12.1 Sec. 28. Minnesota Statutes 2023 Supplement, section 504B.171, subdivision 1, is amended
12.2 to read:

12.3 Subdivision 1. **Terms of covenant.** (a) In every lease or license of residential premises,
12.4 whether in writing or parol, the landlord or licensor and the tenant or licensee covenant that:

12.5 (1) neither will:

12.6 (i) allow controlled substances in those premises or in the common area and curtilage
12.7 of the premises in violation of any criminal provision of chapter 152;

12.8 (ii) allow prostitution or prostitution-related activity as defined in section 617.80,
12.9 subdivision 4, to occur on the premises or in the common area and curtilage of the premises;

12.10 (iii) allow the unlawful use or possession of a firearm in violation of section 609.66,
12.11 subdivision 1a, 609.67, or 624.713, on the premises or in the common area and curtilage of
12.12 the premises; or

12.13 (iv) allow stolen property or property obtained by robbery in those premises or in the
12.14 common area and curtilage of the premises; ~~and~~

12.15 (2) the common area and curtilage of the premises will not be used by either the landlord
12.16 or licensor or the tenant or licensee or others acting under the control of either to manufacture,
12.17 sell, give away, barter, deliver, exchange, distribute, purchase, or possess a controlled
12.18 substance in violation of any criminal provision of chapter 152; and

12.19 (3) ~~the covenant is~~ covenants are not violated when a person other than the landlord or
12.20 licensor or the tenant or licensee possesses or allows controlled substances in the premises,
12.21 common area, or curtilage, violates a covenant unless the landlord or licensor or the tenant
12.22 or licensee knew or had reason to know of allowed that activity.

12.23 (b) In every lease or license of residential premises, whether in writing or parol, the
12.24 tenant or licensee covenant that the tenant or licensee will not commit an act enumerated
12.25 under section 504B.206, subdivision 1, paragraph (a), against a tenant or licensee or any
12.26 authorized occupant.

12.27 (c) A landlord cannot prohibit a tenant from legally possessing, and a tenant cannot
12.28 waive the right to legally possess, any cannabis products, lower-potency hemp edibles, or
12.29 hemp-derived consumer products, or using any cannabinoid product or hemp-derived
12.30 consumer product, other than consumption by combustion or vaporization of the product
12.31 and inhalation of smoke, aerosol, or vapor from the product.

13.1 Sec. 29. Minnesota Statutes 2022, section 504B.173, subdivision 1, is amended to read:

13.2 Subdivision 1. **Limitations.** A landlord may not:

13.3 ~~(1) charge an applicant a screening or application fee when the landlord knows or should~~
 13.4 ~~have known that no rental unit is available at that time or will be available within a reasonable~~
 13.5 ~~future time; in order to apply to enter or to enter into a rental agreement for a residential~~
 13.6 ~~dwelling unit. Any attempted waiver of this section by a landlord and tenant, by contract~~
 13.7 ~~or otherwise, shall be void and unenforceable. The tenant shall recover from the landlord~~
 13.8 ~~treble actual and consequential damages or \$1,000, whichever is greater, and reasonable~~
 13.9 ~~attorney fees, for a violation of this section.~~

13.10 ~~(2) collect or hold an applicant screening fee without giving the applicant a written~~
 13.11 ~~receipt for the fee, which may be incorporated into the application form, upon request of~~
 13.12 ~~the applicant; or~~

13.13 ~~(3) use, cash, or deposit an applicant screening fee until all prior applicants have either~~
 13.14 ~~been screened and rejected, or offered the unit and declined to enter into a rental agreement.~~

13.15 Sec. 30. Minnesota Statutes 2022, section 504B.175, subdivision 1, is amended to read:

13.16 Subdivision 1. **Definition.** For the purpose of this section, "prelease deposit" means
 13.17 payment given to a landlord from a prospective tenant of a residential dwelling unit before
 13.18 the prospective tenant and the landlord have entered into a rental agreement. "Prelease
 13.19 deposit" does not include the payment of a reasonable applicant screening fee used to conduct
 13.20 a background check on the prospective tenant.

13.21 Sec. 31. Minnesota Statutes 2022, section 504B.175, is amended by adding a subdivision
 13.22 to read:

13.23 Subd. 2a. **Prohibition.** Prelease deposits are prohibited. Any attempted waiver of this
 13.24 section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.
 13.25 The tenant shall recover from the landlord treble actual and consequential damages or
 13.26 \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section,
 13.27 and at the tenant's option, full rescission of the lease and recovery of any damage deposit
 13.28 less any amount retained under section 504B.178.

14.1 Sec. 32. Minnesota Statutes 2022, section 504B.177, is amended to read:

14.2 **504B.177 LATE FEES.**

14.3 (a) A landlord of a residential building may not charge a late fee if the rent is paid after
14.4 the due date, unless the tenant and landlord have agreed in writing that a late fee may be
14.5 imposed. The agreement must specify when the late fee will be imposed.

14.6 (b) In no case may the late fee exceed eight percent of the an overdue rent payment
14.7 owed by the tenant. Late fees are not cumulative and may not be charged on an amount for
14.8 which the landlord has already charged a late fee. A landlord may not charge a late fee on
14.9 any portion of a tenant's rent covered by a regular subsidy. Any late fee charged or collected
14.10 is not considered to be either interest or liquidated damages. For purposes of this paragraph,
14.11 the "due date" does not include a date, earlier than the date contained in the written or oral
14.12 lease by which, if the rent is paid, the tenant earns a discount. Payment of rent, when late
14.13 fees are in arrears, that is accepted by the landlord waives late fees in arrears.

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

14.18 (d) Any attempted waiver of this section by a landlord and tenant, by contract or
14.19 otherwise, shall be void and unenforceable. The tenant shall recover from the landlord treble
14.20 actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney
14.21 fees, for a violation of this section. This section shall be liberally construed for the protection
14.22 of tenants.

14.23 Sec. 33. Minnesota Statutes 2022, section 504B.178, subdivision 1, is amended to read:

14.24 Subdivision 1. **Applicability.** Any deposit of money, the function of which is to secure
14.25 the performance of a residential rental agreement or any part of such an agreement, other
14.26 than a deposit which is exclusively an advance payment of rent, shall be governed by the
14.27 provisions of this section. The total security deposit may not exceed one month's contract
14.28 rent.

14.29 Sec. 34. Minnesota Statutes 2022, section 504B.178, subdivision 3, is amended to read:

14.30 Subd. 3. **Return of security deposit.** (a) Every landlord shall:

14.31 (1) within three weeks after termination of the tenancy; or

15.1 (2) within five days of the date when the tenant leaves the building or dwelling due to
 15.2 the legal condemnation of the building or dwelling in which the tenant lives for reasons not
 15.3 due to willful, malicious, or irresponsible conduct of the tenant,
 15.4 and after receipt of the tenant's mailing address or delivery instructions, return the deposit
 15.5 to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a
 15.6 written statement showing the specific reason for the withholding of the deposit or any
 15.7 portion thereof.

15.8 (b) The written statement shall indicate:

15.9 (1) if the tenant has defaulted in the payment of rent or of other funds due to the landlord
 15.10 pursuant to an agreement: a ledger of rents and other fees due and the dates accrued, and
 15.11 payments toward rents and other fees and the dates of payments; and

15.12 (2) if payment is needed to restore the premises to their condition at the commencement
 15.13 of the tenancy, ordinary wear and tear and depreciation excepted: an itemization or reasonable
 15.14 estimation of the cost to replace items, the cost of items and materials purchased, the time
 15.15 spent on an item, the rate of pay of the worker, or receipts of payments and bills for work
 15.16 done.

15.17 ~~(b)~~ (c) It shall be sufficient compliance with the time requirement of this subdivision if
 15.18 the deposit or written statement required by this subdivision is placed in the United States
 15.19 mail as first class mail, postage prepaid, in an envelope with a proper return address, correctly
 15.20 addressed according to the mailing address or delivery instructions furnished by the tenant,
 15.21 within the time required by this subdivision. The landlord may withhold from the deposit
 15.22 only amounts reasonably necessary:

15.23 (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord
 15.24 pursuant to an agreement; or

15.25 (2) to restore the premises to their condition at the commencement of the tenancy,
 15.26 ordinary wear and tear excepted.

15.27 ~~(c)~~ (d) In any action concerning the deposit, the burden of proving, by a fair
 15.28 preponderance of the evidence, the reason for withholding all or any portion of the deposit
 15.29 shall be on the landlord.

15.30 Sec. 35. Minnesota Statutes 2022, section 504B.178, subdivision 7, is amended to read:

15.31 Subd. 7. **Bad faith retention.** The bad faith retention by a landlord of a deposit, the
 15.32 interest thereon, or any portion thereof, in violation of this section shall subject the landlord

16.1 to punitive damages not to exceed ~~\$500~~ \$750 for each deposit in addition to the damages
 16.2 provided in ~~subdivision 4~~ this subdivision. If the landlord has failed to comply with the
 16.3 provisions of ~~subdivision~~ subdivisions 3 or and 5, retention of a deposit shall be presumed
 16.4 to be in bad faith unless the landlord returns the deposit within two weeks after ~~the~~
 16.5 ~~commencement of~~ service of initial pleadings in any action for the recovery of the deposit.

16.6 Sec. 36. Minnesota Statutes 2022, section 504B.178, is amended by adding a subdivision
 16.7 to read:

16.8 Subd. 8a. **Damages and remedies.** The tenant shall recover from the landlord the deposit
 16.9 and interest, a penalty equal to the deposit and interest, and reasonable attorney fees, for a
 16.10 violation of this section.

16.11 Sec. 37. Minnesota Statutes 2022, section 504B.178, subdivision 9, is amended to read:

16.12 Subd. 9. **Action to recover deposit.** An action, including an action in conciliation court,
 16.13 for the recovery of a deposit on rental property may be brought in the county where the
 16.14 rental property is located, or at the option of the tenant, in the county of the landlord's
 16.15 residence. If the tenant has moved from the county where the rental property is located, the
 16.16 court shall conduct the hearing by remote video or teleconference.

16.17 Sec. 38. Minnesota Statutes 2022, section 504B.178, subdivision 10, is amended to read:

16.18 Subd. 10. **Waiver.** Any attempted waiver of this section by a landlord and tenant, by
 16.19 contract or otherwise, shall be void and unenforceable. This section shall be liberally
 16.20 construed for the protection of tenants.

16.21 Sec. 39. Minnesota Statutes 2022, section 504B.181, subdivision 1, is amended to read:

16.22 Subdivision 1. **Disclosure to tenant.** (a) There shall be disclosed to the residential tenant
 16.23 either in the rental agreement or otherwise in writing prior to commencement of the tenancy
 16.24 the name ~~and~~, occupied street address within 50 miles of the dwelling, phone number, and
 16.25 electronic address of:

16.26 (1) the owner of the premises;

16.27 (~~1~~) (2) the person authorized to manage the premises; and

16.28 (~~2~~) (3) the landlord of the premises ~~or and~~ an agent authorized by the landlord to accept
 16.29 service of process and receive and give receipt for notices and demands.

17.1 (b) An occupied street address does not include post office boxes and commercial mail
 17.2 boxes. The phone number and electronic address shall be normally answerable 24 hours a
 17.3 day, seven days a week, not subject to normal business hours. The persons designated shall
 17.4 respond to inquiries from tenants within a reasonable period of time.

17.5 Sec. 40. Minnesota Statutes 2022, section 504B.181, is amended by adding a subdivision
 17.6 to read:

17.7 Subd. 7. **Waiver prohibited.** Any attempted waiver of this section by a landlord and
 17.8 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover
 17.9 from the landlord treble actual and consequential damages or \$500, whichever is greater,
 17.10 and reasonable attorney fees, for a violation of this section. This section shall be liberally
 17.11 construed for the protection of tenants.

17.12 Sec. 41. Minnesota Statutes 2022, section 504B.185, subdivision 2, is amended to read:

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

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

17.19 Sec. 42. Minnesota Statutes 2022, section 504B.185, is amended by adding a subdivision
 17.20 to read:

17.21 Subd. 3. **Remedies.** Any attempted waiver of this section by a landlord and tenant, by
 17.22 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the
 17.23 landlord treble actual and consequential damages or \$1,000, whichever is greater, and
 17.24 reasonable attorney fees, for a violation of this section. This section shall be liberally
 17.25 construed for the protection of tenants.

17.26 Sec. 43. Minnesota Statutes 2022, section 504B.195, subdivision 1, is amended to read:

17.27 Subdivision 1. **Disclosure to tenant.** ~~(a) Except as provided in subdivision 3, A landlord,~~
 17.28 ~~agent, or person acting under the landlord's direction or control shall provide a copy of all~~
 17.29 ~~outstanding inspection orders for which a citation has been issued, issued in the previous~~
 17.30 12 months pertaining to a rental unit or common area, specifying code violations issued
 17.31 under section 504B.185, that the housing inspector identifies as requiring notice ~~because~~

18.1 ~~the violations threaten the health or safety of the tenant,~~ all notices of rental license denials,
 18.2 violations, suspensions, and terminations, and all outstanding condemnation orders and
 18.3 declarations that the premises are unfit for human habitation to:

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

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

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

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

18.18 Sec. 44. Minnesota Statutes 2022, section 504B.195, is amended by adding a subdivision
 18.19 to read:

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

18.23 Sec. 45. Minnesota Statutes 2022, section 504B.195, subdivision 5, is amended to read:

18.24 Subd. 5. **Remedies additional.** The remedies provided in this section are in addition to
 18.25 and shall not limit other rights or remedies available to landlords and tenants. Any provision,
 18.26 whether oral or written, of any lease or other agreement, whereby any provision of this
 18.27 section is waived by a tenant, is contrary to public policy and void. A violation of this section
 18.28 violates section 504B.161. This section shall be liberally construed for the protection of
 18.29 tenants.

19.1 Sec. 46. Minnesota Statutes 2022, section 504B.204, is amended to read:

19.2 **504B.204 ACTION FOR RENTAL OF CONDEMNED RESIDENTIAL PREMISES.**

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

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

19.19 Sec. 47. Minnesota Statutes 2022, section 504B.205, subdivision 5, is amended to read:

19.20 Subd. 5. **Residential tenant remedies.** ~~A residential tenant may bring a civil action for~~
 19.21 ~~a violation of this section and recover from the landlord \$250 or actual damages, whichever~~
 19.22 ~~is greater, and reasonable attorney's fees. The tenant shall recover from the landlord treble~~
 19.23 ~~actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney~~
 19.24 ~~fees, for a violation of this section. A violation of this section violates section 504B.161.~~
 19.25 This section shall be liberally construed for the protection of tenants.

19.26 Sec. 48. Minnesota Statutes 2022, section 504B.231, is amended to read:

19.27 **504B.231 DAMAGES FOR OUSTER.**

19.28 (a) If a landlord, an agent, or other person acting under the landlord's direction or control
 19.29 ~~unlawfully and in bad faith~~ removes, excludes, or forcibly keeps out a tenant from residential
 19.30 premises, the tenant ~~may~~ shall recover from the landlord actual and consequential damages,
 19.31 the greater of treble actual and consequential damages or \$500, whichever is greater, \$1,000,
 19.32 and reasonable attorney's attorney fees, and at the tenant's option, full rescission of the lease
 19.33 and recovery of any damage deposit less any amount retained under section 504B.178. A

20.1 landlord may not charge or collect rent for a month where the landlord has violated this
20.2 section. A violation of this section by the landlord is a violation of section 504B.161.

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

20.11 Sec. 49. Minnesota Statutes 2022, section 504B.241, subdivision 1, is amended to read:

20.12 Subdivision 1. **Disclosures required.** (a) Upon request and proper identification, a
20.13 residential tenant screening service must disclose the following information to an individual:

20.14 (1) the nature and substance of all information in its files on the individual at the time
20.15 of the request; and

20.16 (2) the sources of the information.

20.17 (b) A residential tenant screening service must make the disclosures to an individual
20.18 without charge. ~~if information in a residential tenant report has been used within the past~~
20.19 ~~30 days to deny the rental or increase the security deposit or rent of a residential housing~~
20.20 ~~unit to the individual. If the residential tenant report has not been used to deny the rental or~~
20.21 ~~increase the rent or security deposit of a residential housing unit within the past 30 days,~~
20.22 ~~the residential tenant screening service may impose a reasonable charge for making the~~
20.23 ~~disclosure required under this section. The residential tenant screening service must notify~~
20.24 ~~the residential tenant of the amount of the charge before furnishing the information. The~~
20.25 ~~charge may not exceed the amount that the residential tenant screening service would impose~~
20.26 ~~on each designated recipient of a residential tenant report, except that no charge may be~~
20.27 ~~made for notifying persons of the deletion of information which is found to be inaccurate~~
20.28 ~~or which can no longer be verified.~~

20.29 (c) Files maintained on a residential tenant must be disclosed promptly as established
20.30 in paragraphs (1) to (4).

20.31 (1) A residential tenant file must be disclosed in person, during normal business hours,
20.32 at the location where the residential tenant screening service maintains its files, if the
20.33 residential tenant appears in person and furnishes proper identification at that time.

21.1 (2) A residential tenant file must be disclosed by mail, if the residential tenant makes a
21.2 written request with proper identification for a copy of the information contained in the
21.3 residential tenant report and requests that the information be sent to a specified address. A
21.4 disclosure made under this paragraph shall be deposited in the United States mail, postage
21.5 prepaid, within five business days after the written request for disclosure is received by the
21.6 residential tenant screening service. A residential tenant screening service complying with
21.7 a request for disclosure under this paragraph shall not be liable for disclosures to third parties
21.8 caused by mishandling mail, provided that the residential tenant file information is mailed
21.9 to the address specified by the residential tenant in the request.

21.10 (3) A summary of the information in a residential tenant file must be disclosed by
21.11 telephone, if the residential tenant has made a written request with proper identification for
21.12 telephone disclosure.

21.13 (4) Information in a residential tenant's file required to be disclosed in writing under this
21.14 subdivision may be disclosed in any other form including electronic means if authorized
21.15 by the residential tenant and available from the residential tenant screening service.

21.16 Sec. 50. Minnesota Statutes 2022, section 504B.241, subdivision 4, is amended to read:

21.17 Subd. 4. **Court file information.** (a) If a residential tenant screening service includes
21.18 information from a court file on an individual in a residential tenant report, the report must
21.19 provide the full name and date of birth of the individual in any case where the court file
21.20 includes the individual's full name and date of birth, and the outcome of the court proceeding
21.21 must be accurately recorded in the residential tenant report including the specific basis of
21.22 the court's decision, when available.

21.23 (b) If a ~~tenant screening service knows that~~ a court file has been expunged or the court
21.24 file indicates that action has not resulted in a writ of recovery of premises and order to
21.25 vacate, as defined in section 504B.001, subdivision 15, the tenant screening service shall
21.26 delete any reference to that file in any data maintained or disseminated by the screening
21.27 service. Every tenant screening service has an affirmative duty to update and verify the
21.28 current status of court files by accessing the Minnesota Court Information System no more
21.29 than 24 hours prior to issuing a residential tenant screening report. If a file cannot be found,
21.30 it shall be presumed to be expunged and may not be reported.

21.31 (c) Whenever the court supplies information from a court file on an individual, in
21.32 whatever form, the court shall include the full name and date of birth of the individual, if
21.33 that is indicated on the court file or summary, and information on the outcome of the court
21.34 proceeding, including the specific basis of the court's decision, coded as provided in

22.1 subdivision 5 for the type of action, when it becomes available. ~~The residential tenant~~
 22.2 ~~screening service is not liable under section 504B.245 if the residential tenant screening~~
 22.3 ~~service reports complete and accurate information as provided by the court.~~

22.4 (d) A tenant screening agency that obtains electronic data on a subscription from the
 22.5 court shall completely delete and replace its eviction action database on no less than the
 22.6 same time frame that the state court administrator's office updates its bulk records and
 22.7 explain that the records are valid as of the last date the tenant screening agencies updated
 22.8 the record of eviction actions.

22.9 Sec. 51. Minnesota Statutes 2022, section 504B.241, subdivision 5, is amended to read:

22.10 Subd. 5. **Eviction action coding.** (a) The court shall indicate on the court file or any
 22.11 summary of a court file the specific basis of the court's decision in an eviction action
 22.12 according to codes developed by the court that, at a minimum, indicates if the basis of the
 22.13 court's decision is nonpayment of rent, a violation of the covenants under section 504B.161
 22.14 or 504B.171, other breach of a lease agreement, or a counterclaim for possession of the
 22.15 premises under section 504B.385. The court shall indicate on the court file whether an
 22.16 eviction action is pending or if a verdict or finding has been reached and, if so, whether it
 22.17 is in favor of the plaintiff or defendant.

22.18 (b) A residential tenant screening service must not include information in a residential
 22.19 tenant report relating to an eviction action unless a verdict of the jury or finding of the court
 22.20 has been reached in favor of the plaintiff.

22.21 Sec. 52. Minnesota Statutes 2022, section 504B.241, is amended by adding a subdivision
 22.22 to read:

22.23 Subd. 6. **Landlord disclosure of tenant screening agency reports.** A landlord shall
 22.24 provide to a tenant or prospective tenant a copy of a residential tenant report the landlord
 22.25 obtained from a tenant screening agency within one week after the landlord obtained the
 22.26 residential tenant report.

22.27 Sec. 53. Minnesota Statutes 2022, section 504B.245, is amended to read:

22.28 **504B.245 TENANT REPORT; REMEDIES.**

22.29 (a) The tenant shall recover from a landlord or tenant screening agency treble actual and
 22.30 consequential damages or \$1,000, whichever is greater, and reasonable attorney fees, for a
 22.31 violation of section 504B.241.

23.1 (b) The attorney general may require tenant screening agencies to demonstrate compliance
 23.2 with section 504B.241. A tenant screening agency shall demonstrate compliance with section
 23.3 504B.241 within one week of a request by the attorney general. The remedies provided in
 23.4 section 8.31 apply to a violation of section 504B.241. A residential tenant screening service
 23.5 or landlord in compliance with the provisions of the Fair Credit Reporting Act, United States
 23.6 Code, title 15, section 1681, et seq., is considered to be in compliance with section 504B.241.

23.7 (c) A violation of this section is a violation of section 325F.69.

23.8 (d) This section shall be liberally construed for the protection of tenants.

23.9 Sec. 54. Minnesota Statutes 2022, section 504B.261, is amended to read:

23.10 **504B.261 PETS IN SUBSIDIZED DISABILITY ACCESSIBLE RENTAL**
 23.11 **HOUSING UNITS.**

23.12 In a multiunit residential building, a tenant of a disability accessible unit, in which the
 23.13 tenant or the unit receives a subsidy that directly reduces or eliminates the tenant's rent
 23.14 responsibility, must be allowed to have two birds or one spayed or neutered dog or one
 23.15 spayed or neutered cat. A renter under this section may not keep or have visits from an
 23.16 animal that constitutes a threat to the health or safety of other individuals, or causes a noise
 23.17 nuisance or noise disturbance to other renters. The landlord may require the renter to pay
 23.18 an additional damage deposit in an amount reasonable to cover damage likely to be caused
 23.19 by the animal. The deposit is refundable at any time the renter leaves the unit of housing to
 23.20 the extent it exceeds the amount of damage actually caused by the animal. The tenant shall
 23.21 recover from the landlord treble actual and consequential damages or \$1,000, whichever is
 23.22 greater, and reasonable attorney fees, and at the tenant's option, full rescission of the lease
 23.23 and recovery of any damage deposit less any amount retained under section 504B.178, for
 23.24 a violation of this section. Any attempted waiver of this section by a landlord and tenant,
 23.25 by contract or otherwise, shall be void and unenforceable. This section shall be liberally
 23.26 construed for the protection of tenants.

23.27 Sec. 55. Minnesota Statutes 2022, section 504B.265, subdivision 1, is amended to read:

23.28 Subdivision 1. **Termination of lease.** Any party to a lease of residential premises ~~other~~
 23.29 ~~than a lease at will,~~ the personal representative of the tenant's estate, successor under section
 23.30 524.3-1202, heir under section 524.1-201, or a surviving spouse or descendant under section
 23.31 524.2-402, may terminate the lease prior to its expiration date in the manner provided in
 23.32 subdivision 2 upon the death of the tenant or, if there is more than one tenant, upon the

24.1 death of all tenants. A surviving cotenant or household member of the decedent also may
 24.2 terminate the lease under subdivision 2.

24.3 Sec. 56. Minnesota Statutes 2022, section 504B.265, subdivision 2, is amended to read:

24.4 Subd. 2. **Notice.** Either the landlord ~~or~~ the personal representative of the tenant's estate,
 24.5 successor under section 524.3-1202, heir under section 524.1-201, or a surviving spouse or
 24.6 descendant under section 524.2-402 may terminate the lease upon at least ~~two months'~~ one
 24.7 month's written notice, to be effective on the last day of a calendar month, ~~and hand delivered~~
 24.8 ~~or mailed by postage prepaid, first class United States mail, to the address of the other party.~~
 24.9 The landlord may comply with the notice requirement of this subdivision by delivering or
 24.10 mailing the notice to the premises formerly occupied by the tenant. The termination of a
 24.11 lease under this section shall not relieve the tenant's estate from liability either for the
 24.12 payment of rent or other sums owed prior to or during the notice period, or for the payment
 24.13 of amounts necessary to restore the premises to their condition at the commencement of the
 24.14 tenancy, ordinary wear and tear excepted. The landlord shall provide access to the premises
 24.15 to the personal representative of the tenant's estate, successor under section 524.3-1202,
 24.16 heir under section 524.1-201, or a surviving spouse or descendant under section 524.2-402,
 24.17 to retrieve the property of the decedent.

24.18 Sec. 57. Minnesota Statutes 2022, section 504B.265, is amended by adding a subdivision
 24.19 to read:

24.20 Subd. 5. **Remedies.** The tenant's estate, heirs, successors, or surviving tenant shall recover
 24.21 from the landlord treble actual and constructive damages or \$500, whichever is greater, and
 24.22 reasonable attorney fees, for a violation of this section. This section shall be liberally
 24.23 construed for the protection of tenants.

24.24 Sec. 58. Minnesota Statutes 2022, section 504B.271, is amended to read:

24.25 **504B.271 TENANT'S PERSONAL PROPERTY REMAINING IN PREMISES.**

24.26 Subdivision 1. **Abandoned property.** (a) If a tenant abandons ~~rented premises~~ personal
 24.27 property, the landlord may take possession of the tenant's personal property remaining on
 24.28 the premises, and shall store and care for the property. The landlord has a claim against the
 24.29 tenant for reasonable costs and expenses incurred in removing the tenant's property and in
 24.30 storing and caring for the property. A landlord shall not condition return of the property
 24.31 upon payment of any debt owed by the tenant.

25.1 (b) The landlord may sell or otherwise dispose of the property 28 days after the landlord
 25.2 receives actual notice of the abandonment, or 28 days after it reasonably appears to the
 25.3 landlord that the tenant has abandoned the premises, whichever occurs ~~last~~ first unless the
 25.4 tenant or tenant's agent makes a demand under subdivision 2.

25.5 (c) The landlord may apply a reasonable amount of the proceeds of a sale to the removal,
 25.6 care, and storage costs and expenses or to any claims authorized pursuant to section
 25.7 504B.178, subdivision 3, paragraphs (a) and (b). Any remaining proceeds of any sale shall
 25.8 be paid to the tenant upon written demand.

25.9 (d) Prior to a disposition or sale, the landlord shall make all reasonable efforts to notify
 25.10 the tenant of the sale at least 14 days prior to the sale, including notice by personal service
 25.11 in writing or sending written notification of the sale by first class and certified mail to the
 25.12 tenant's last known address or usual place of abode, if known by the landlord, as well as by
 25.13 at least one other form of written communication the plaintiff regularly uses to communicate
 25.14 with the defendant that has a date and time stamp, and by posting notice of the sale in a
 25.15 conspicuous place on the premises at least two weeks prior to the sale. If notification by
 25.16 mail is used, the 14-day period shall be deemed to start on the day the notices are deposited
 25.17 in the United States mail.

25.18 Subd. 1a. **Property during tenancy.** A landlord who steals, converts, takes possession
 25.19 of, disposes of, or sells the tenant's personal property during the tenancy or prior to
 25.20 abandonment is in violation of this section.

25.21 Subd. 2. ~~Landlord's punitive damages~~ **Tenant's notice.** If A landlord, an agent, or
 25.22 other person acting under the landlord's direction or control, in possession of a tenant's
 25.23 personal property, ~~fails to~~ shall allow the tenant or tenant's agent to retake possession of the
 25.24 property within 24 hours after written demand by the tenant or the tenant's duly authorized
 25.25 representative or within 48 hours, exclusive of weekends and holidays, four days or a longer
 25.26 period if agreed by the tenant or tenant's agent after written a demand by the tenant or a
 25.27 duly authorized representative when the landlord, the landlord's agent or person acting under
 25.28 the landlord's direction or control has removed and stored the personal property in accordance
 25.29 with subdivision 1 in a location other than the premises, the tenant shall recover from the
 25.30 landlord punitive damages in an amount not to exceed twice the actual damages or \$1,000,
 25.31 whichever is greater, in addition to actual damages and reasonable attorney's fees tenant's
 25.32 agent.

25.33 In determining the amount of punitive damages the court shall consider (1) the nature
 25.34 and value of the property; (2) the effect the deprivation of the property has had on the tenant;

26.1 ~~(3) if the landlord, an agent, or other person acting under the landlord's direction or control~~
 26.2 ~~unlawfully took possession of the tenant's property; and (4) if the landlord, an agent, or~~
 26.3 ~~other person under the landlord's direction or control acted in bad faith in failing to allow~~
 26.4 ~~the tenant to retake possession of the property.~~

26.5 ~~The provisions of this subdivision do not apply to personal property which has been~~
 26.6 ~~sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords~~
 26.7 ~~who are housing authorities, created, or authorized to be created by sections 469.001 to~~
 26.8 ~~469.047, and their agents and employees, in possession of a tenant's personal property,~~
 26.9 ~~except that housing authorities must allow the tenant to retake possession of the property~~
 26.10 ~~in accordance with this subdivision.~~

26.11 Subd. 3. **Storage.** If the landlord, an agent, or other person acting under the landlord's
 26.12 direction or control has unlawfully taken possession of a tenant's personal property the
 26.13 landlord shall be responsible for paying the cost and expenses relating to the removal,
 26.14 storage, or care of the property.

26.15 Subd. 4. **Remedies additional.** The tenant shall recover from the landlord treble actual
 26.16 and consequential damages or \$1,000, whichever is greater, and reasonable attorney fees,
 26.17 for a violation of this section. The remedies provided in this section are in addition to and
 26.18 shall not limit other rights or remedies available to landlords and tenants. Any provision,
 26.19 whether oral or written, of any lease or other agreement, whereby any provision of this
 26.20 section is waived by a tenant, is contrary to public policy and void. The provisions of this
 26.21 section also apply to occupants and owners of residential real property which is the subject
 26.22 of a mortgage foreclosure or contract for deed cancellation and as to which the period for
 26.23 redemption or reinstatement of the contract has expired. This section shall be liberally
 26.24 construed for the protection of tenants.

26.25 Sec. 59. Minnesota Statutes 2022, section 504B.275, is amended to read:

26.26 **504B.275 ATTORNEY GENERAL'S STATEMENT; DISTRIBUTION.**

26.27 (a) In this section, "residential tenant" does not include residents of manufactured home
 26.28 parks as defined in section 327C.015, subdivision 14.

26.29 (b) The attorney general shall prepare and make available to the public a statement which
 26.30 summarizes the significant legal rights and obligations of landlords and residential tenants
 26.31 of rental dwelling units. The statement shall include descriptions of the significant provisions
 26.32 of this chapter. The statement shall notify residential tenants in public housing to consult
 26.33 their leases for additional rights and obligations they may have under federal law. The

27.1 statement shall include the telephone number and address of the attorney general for further
27.2 information.

27.3 (c) The attorney general shall annually revise the statement provided in this section as
27.4 necessary to ensure that it continues accurately to describe the statutory and case law
27.5 governing the rights and duties of landlords and residential tenants of rental dwelling units.
27.6 After preparing the statement for the first time and after each annual revision of the statement,
27.7 the attorney general shall hold a public meeting to discuss the statement and receive
27.8 comments on its contents before it is issued. When preparing the statement and evaluating
27.9 public comment, the attorney general shall be guided by the legislature's intent that the
27.10 statement be brief, accurate, and complete in identifying significant legal rights and
27.11 obligations, and written using words with common, everyday meanings.

27.12 (d) A landlord using a written lease shall include in the lease notice that the Minnesota
27.13 attorney general publishes a summary of the rights and obligations of landlords and residential
27.14 tenants of rental dwelling units. The tenant shall recover from the landlord damages of \$100
27.15 for a violation of this paragraph.

27.16 Sec. 60. **[504B.276] LIMITATION ON CLAIM PRECLUSION.**

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

27.20 Sec. 61. Minnesota Statutes 2022, section 504B.285, subdivision 1, is amended to read:

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

27.23 (1) any person holds over real property:

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

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

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

27.28 (2)(i) any person holds over real property after termination of the time for which it is
27.29 demised or leased to that person or to the persons under whom that person holds possession;
27.30 ~~contrary to;~~

28.1 (ii) a tenant materially violates the conditions or covenants of the lease or agreement
 28.2 under which that person holds, unless the person did not allow the violation, the person
 28.3 cured the violation, the lease does not provide for eviction for violation of the lease, or the
 28.4 landlord waived the violation by acceptance of rent; or

28.5 (iii) after any rent becomes due according to the terms of such lease or agreement; or

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

28.7 (b) A landlord may not commence an eviction action against a tenant or authorized
 28.8 occupant solely on the basis that the tenant or authorized occupant has been the victim of
 28.9 any of the acts listed in section 504B.206, subdivision 1, paragraph (a). Nothing in this
 28.10 paragraph should be construed to prohibit an eviction action based on a breach of the lease.

28.11 Sec. 62. Minnesota Statutes 2022, section 504B.285, subdivision 2, is amended to read:

28.12 Subd. 2. **Retaliation defense.** It is a defense to an action for recovery of premises
 28.13 ~~following the alleged termination of a tenancy by notice to quit for the defendant to prove~~
 28.14 ~~by a fair preponderance of the evidence that:~~ that the action is retaliatory in violation of
 28.15 section 504B.163.

28.16 ~~(1) the alleged termination was intended in whole or part as a penalty for the defendant's~~
 28.17 ~~good faith attempt to secure or enforce rights under a lease or contract, oral or written, under~~
 28.18 ~~the laws of the state or any of its governmental subdivisions, or of the United States; or~~

28.19 ~~(2) the alleged termination was intended in whole or part as a penalty for the defendant's~~
 28.20 ~~good faith report to a governmental authority of the plaintiff's violation of a health, safety,~~
 28.21 ~~housing, or building code or ordinance.~~

28.22 ~~If the notice to quit was served within 90 days of the date of an act of the tenant coming~~
 28.23 ~~within the terms of clause (1) or (2) the burden of proving that the notice to quit was not~~
 28.24 ~~served in whole or part for a retaliatory purpose shall rest with the plaintiff.~~

28.25 Sec. 63. Minnesota Statutes 2023 Supplement, section 504B.291, subdivision 1, is amended
 28.26 to read:

28.27 Subdivision 1. **Action to recover.** (a) A landlord may bring an eviction action for
 28.28 nonpayment of rent irrespective of whether the lease contains a right of reentry clause.

28.29 (1) Such an eviction action is equivalent to a demand for the rent.

28.30 (2) There is a rebuttable presumption that the rent has been paid if the tenant produces
 28.31 a copy or copies of one or more money orders or produces one or more original receipt

29.1 stubs evidencing the purchase of a money order, if the documents: (i) total the amount of
29.2 the rent; (ii) include a date or dates approximately corresponding with the date rent was
29.3 due; and (iii) in the case of copies of money orders, are made payable to the landlord. This
29.4 presumption is rebutted if the landlord produces a business record that shows that the tenant
29.5 has not paid the rent. The landlord is not precluded from introducing other evidence that
29.6 rebuts this presumption.

29.7 (3) In such an action, unless the landlord has also sought to evict the tenant by alleging
29.8 a material violation of the lease under section 504B.285, subdivision 5, the tenant may, at
29.9 any time before possession has been delivered, redeem the tenancy and be restored to
29.10 possession by paying to the landlord or bringing to court the amount of the rent that is in
29.11 arrears, with interest, costs of the action, and an attorney's fee not to exceed \$5, ~~and by~~
29.12 ~~performing any other covenants of the lease.~~

29.13 (4) Redemption may be made with a written guarantee from (1) a federal agency, state
29.14 agency, or local unit of government, or (2) any other organization that qualifies for
29.15 tax-exempt status under United States Code, title 26, section 501(c)(3), and that administers
29.16 a government rental assistance program, has sufficient funds available, and guarantees funds
29.17 will be provided to the landlord.

29.18 (5) The court must set a deadline for redemption of not less than 14 days, including
29.19 allowing the tenant to pay amounts ordered by the court in installments.

29.20 (b) If the tenant has paid to the landlord or brought into court the amount of rent in
29.21 arrears but is unable to pay the interest, costs of the action, and attorney's fees required by
29.22 paragraph (a), the court may permit the tenant more time to pay these amounts into court
29.23 and be restored to possession ~~within the same period of time, if any, for which the court~~
29.24 ~~stays the issuance of the order to vacate under section 504B.345.~~

29.25 (c) Prior to or after commencement of an action to recover possession for nonpayment
29.26 of rent, the parties may agree only in writing that partial payment of rent in arrears which
29.27 is accepted by the landlord prior to issuance of the order granting restitution of the premises
29.28 pursuant to section 504B.345 may be applied to the balance due and does not waive the
29.29 landlord's action to recover possession of the premises for nonpayment of rent.

29.30 (d) Rental payments under this subdivision must first be applied to rent claimed as due
29.31 in the complaint from prior rental periods before applying any payment toward rent claimed
29.32 in the complaint for the current rental period, unless the court finds that under the
29.33 circumstances the claim for rent from prior rental periods has been waived.

30.1 Sec. 64. Minnesota Statutes 2022, section 504B.315, is amended to read:

30.2 **504B.315 RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.**

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

30.5 (b) No residential tenant of residential premises may be evicted, denied a continuing
30.6 tenancy, or denied a renewal of a lease on the basis of familial status commenced during
30.7 the tenancy unless one year has elapsed from the commencement of the familial status and
30.8 the landlord has given the tenant six months prior notice in writing, except in case of
30.9 nonpayment of rent, damage to the premises, disturbance of other tenants, or other material
30.10 breach of the lease.

30.11 (c) The tenant shall recover from the landlord treble actual and consequential damages
30.12 or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.
30.13 The remedy provided under this section is in addition to and shall not limit other rights or
30.14 remedies available to tenants. Any provision, whether oral or written, of any lease or other
30.15 agreement, whereby any provision of this section is waived by a tenant, is contrary to public
30.16 policy and void. This section shall be liberally construed for the protection of tenants.

30.17 Sec. 65. Minnesota Statutes 2023 Supplement, section 504B.321, is amended by adding
30.18 a subdivision to read:

30.19 Subd. 1c. **Written notice for breach of lease.** (a) Before bringing an eviction action
30.20 alleging breach of lease, a landlord must provide written notice to the residential tenant
30.21 specifying the basis for future eviction action. The notice must include:

30.22 (1) a description of specific conduct that is a breach of lease, including date of violations
30.23 and the person who committed the breaches and identification of the specific clause of the
30.24 lease that was breached;

30.25 (2) notification that the tenant has the right to correct the alleged breaches of lease and
30.26 how they may be corrected, except where there are grounds for an expedited eviction action
30.27 under subdivision 2;

30.28 (3) the name and address of the person authorized to receive notice from the tenant;

30.29 (4) the following statement: "You have the right to seek legal help. If you can't afford
30.30 a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org
30.31 to know your rights and find your local Legal Aid office.";

31.1 (5) the following statement: "To apply for financial help, contact your local county or
31.2 Tribal social services office, apply online at MNBenefits.mn.gov, or call the United Way
31.3 toll-free information line by dialing 2-1-1 or 800-543-7709."; and

31.4 (6) the following statement: "Your landlord can file an eviction case if you do not correct
31.5 the alleged breaches of lease within 14 days from the date of this notice. Some local
31.6 governments may have an eviction notice period longer than 14 days."

31.7 (b) The landlord or an agent of the landlord must deliver the notice personally or by first
31.8 class mail to the residential tenant at the address of the leased premises.

31.9 (c) If the residential tenant fails to correct the alleged breaches of lease within 14 days
31.10 of the delivery or mailing of the notice, or the number of days required by a local government
31.11 rule or law if the notice period prior to an eviction required by the local government is longer
31.12 than 14 days, or fails to vacate, then the landlord may bring an eviction action under
31.13 subdivision 1 based on breach of lease.

31.14 Sec. 66. Minnesota Statutes 2023 Supplement, section 504B.321, subdivision 5, is amended
31.15 to read:

31.16 **Subd. 5. Defective filing or service.** The court must dismiss and expunge the record of
31.17 any action if the person bringing the action fails to comply with this section. The tenant
31.18 shall recover from the landlord treble actual and consequential damages or \$250, whichever
31.19 is greater, and reasonable attorney fees, for a violation of this section. Any attempted waiver
31.20 of this section by a landlord and tenant, by contract or otherwise, shall be void and
31.21 unenforceable. This section shall be liberally construed for the protection of tenants.

31.22 Sec. 67. Minnesota Statutes 2023 Supplement, section 504B.331, is amended to read:

31.23 **504B.331 SUMMONS; HOW SERVED.**

31.24 (a) The summons and complaint must be served at least seven days before the date of
31.25 the court appearance specified in section 504B.321, in the manner provided for service of
31.26 a summons in a civil action in district court.

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

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

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

32.3 (c) Failure of the sheriff to serve the defendant is prima facie proof that the defendant
 32.4 cannot be found in the county.

32.5 (d) Where the defendant cannot be found in the county, service of the summons and
 32.6 complaint may be made upon the defendant by posting the summons ~~in a conspicuous place~~
 32.7 ~~on the property~~ and complaint on an exterior door of the rental unit for not less than one
 32.8 week if the plaintiff takes the following actions in the following order:

32.9 (1) the property described in the complaint is:

32.10 (i) nonresidential and no person actually occupies the property; or

32.11 (ii) residential and service has been attempted at least twice on different days, with at
 32.12 least one of the attempts having been made between the hours of 6:00 p.m. and 10:00 p.m.;
 32.13 and

32.14 (2) the plaintiff or the plaintiff's attorney has signed and filed with the court ~~an~~ a
 32.15 preposting affidavit stating. A preposting affidavit is an affidavit that states that:

32.16 (i) the defendant cannot be found, or that the plaintiff or the plaintiff's attorney believes
 32.17 that the defendant is not in the state; and

32.18 (ii) a copy of the summons and complaint has been mailed to the defendant at the
 32.19 defendant's last known address if any is known to the plaintiff; ~~or~~ and

32.20 (iii) the plaintiff or plaintiff's attorney has communicated to the defendant that an eviction
 32.21 hearing has been scheduled, including the date, time, and place of the hearing specified in
 32.22 the summons, by at least one form of electronic written communication the plaintiff regularly
 32.23 uses to communicate with the defendant that have a date and time stamp.

32.24 Service by posting is ineffective unless the plaintiff or the plaintiff's attorney has signed
 32.25 and filed with the court a preposting affidavit before the summons and complaint is posted
 32.26 in a conspicuous place on the property.

32.27 (e) If the defendant or the defendant's attorney does not appear in court on the date of
 32.28 the appearance, the trial shall proceed.

32.29 (f) A plaintiff and its agents must strictly comply with this section. The tenant shall
 32.30 recover from the landlord treble damages or \$250, whichever is greater and reasonable
 32.31 attorney fees for a violation of this section. The court must dismiss and expunge the record

33.1 of any action if the person bringing the action fails to comply with this section and may not
 33.2 waive the filing fee for the plaintiff to file another action.

33.3 (g) Any attempted waiver of this section by a landlord and tenant, by contract or
 33.4 otherwise, shall be void and unenforceable. This section shall be liberally construed for the
 33.5 protection of tenants.

33.6 Sec. 68. Minnesota Statutes 2023 Supplement, section 504B.335, is amended to read:

33.7 **504B.335 ANSWER; TRIAL.**

33.8 ~~(a) At the court appearance specified in the summons,~~ The defendant may answer the
 33.9 complaint orally or in writing. The defendant may assert common law defenses and violations
 33.10 of this chapter as defenses and counterclaims.

33.11 (b) The court shall review the complaint and service of the complaint for compliance
 33.12 with this chapter. When scheduling a trial date, the court must select a date that allows for
 33.13 a fair, thorough, and timely adjudication of the merits of the case, including the complexity
 33.14 of the matter, the need for the parties to obtain discovery, the need for the parties to ensure
 33.15 the presence of witnesses, the opportunity for the defendant to seek legal counsel and raise
 33.16 affirmative defenses, and any extenuating factors enumerated under section 504B.171. The
 33.17 court shall ask the parties if they want discovery. Upon the request of any party for discovery,
 33.18 the court shall order the parties to provide discovery and set a deadline for discovery to
 33.19 provide the parties adequate time to prepare for trial.

33.20 ~~(b)~~ (c) Either party may demand a trial by jury.

33.21 ~~(c)~~ (d) The proceedings in the action are the same as in other civil actions, except as
 33.22 provided in sections 504B.281 to 504B.371.

33.23 ~~(d)~~ (e) The court, in scheduling appearances and hearings under this section, shall give
 33.24 priority to any eviction brought under section 504B.171, or on the basis that the residential
 33.25 tenant engages in behavior that seriously endangers the safety of other residents, or
 33.26 intentionally and seriously damages the property of the landlord or a tenant.

33.27 ~~(e)~~ (f) The court may not require the defendant to pay any amount of money into court,
 33.28 post a bond, make a payment directly to a landlord, or by any other means post security for
 33.29 any purpose prior to final disposition of an action, except if the final disposition of the action
 33.30 may be delayed for more than ten days, the court may order the defendant to provide security
 33.31 in a form and amount that the court approves, based on the totality of the circumstances,
 33.32 provided that the amount of security may not include any amounts allegedly owed prior to
 33.33 the date of filing of the action and may not exceed the amount of the monthly or periodic

34.1 rent as that rent accrues, or within the time period to avoid any late fees, whichever is later,
 34.2 during the pendency of the action. Nothing in this paragraph shall affect an appeal bond
 34.3 under section 504B.371, subdivision 3.

34.4 Sec. 69. Minnesota Statutes 2023 Supplement, section 504B.345, subdivision 1, is amended
 34.5 to read:

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

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

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

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

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

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

34.25 Sec. 70. Minnesota Statutes 2022, section 504B.345, is amended by adding a subdivision
 34.26 to read:

34.27 Subd. 4. **Motion for new trial or request for reconsideration.** Any party may bring a
 34.28 motion for new trial or request for reconsideration. An order denying a motion for new trial
 34.29 or request for reconsideration is considered a judgment for purposes of appeal under section
 34.30 504B.371.

35.1 Sec. 71. Minnesota Statutes 2022, section 504B.365, subdivision 1, is amended to read:

35.2 Subdivision 1. **General.** (a) The officer who holds the writ of recovery of premises and
35.3 order to vacate shall execute it by ~~demanding that~~ delivering the writ to the defendant, if
35.4 found in the county, any adult member of the defendant's family who is occupying the
35.5 premises, or any other person in charge, or by posting on an exterior door of the rental unit,
35.6 requiring the defendant to relinquish possession and leave, taking family and all personal
35.7 property from the premises within 24 hours. A writ that has not been executed within 30
35.8 days of issuance may not be executed or renewed.

35.9 (b) If the defendant fails to comply with the demand, then the officer shall bring, if
35.10 necessary, the force of the county and any necessary assistance, at the cost of the plaintiff.
35.11 The officer shall remove the defendant, family, and all personal property from the premises
35.12 and place the plaintiff in possession. Removal of the defendant terminates the defendant's
35.13 liability for future rent.

35.14 (c) If the defendant cannot be found in the county, and there is no person in charge of
35.15 the premises, then the officer shall enter the premises, breaking in if necessary, and remove
35.16 and store the personal property of the defendant at a place designated by the plaintiff as
35.17 provided in subdivision 3.

35.18 (d) The order may also be executed by a licensed police officer or community crime
35.19 prevention licensed police officer.

35.20 Sec. 72. Minnesota Statutes 2022, section 504B.365, is amended by adding a subdivision
35.21 to read:

35.22 Subd. 2a. **Notice.** The plaintiff shall notify the defendant of the date and approximate
35.23 time the officer is scheduled to remove the defendant, family, and personal property from
35.24 the premises. The notice must be sent by first class mail. In addition, the plaintiff must make
35.25 a good faith effort to notify the defendant by telephone and/or electronic forms of
35.26 communication the landlord and tenant have used. The notice must be mailed as soon as
35.27 the information regarding the date and approximate time the officer is scheduled to enforce
35.28 the order is known to the plaintiff, except that the scheduling of the officer to enforce the
35.29 order need not be delayed because of the notice requirement. The notice must inform the
35.30 defendant that the defendant and the defendant's personal property will be removed from
35.31 the premises if the defendant has not vacated the premises by the time specified in the notice.

36.1 Sec. 73. Minnesota Statutes 2022, section 504B.365, subdivision 3, is amended to read:

36.2 Subd. 3. **Removal and storage of property.** ~~(a) If the defendant's personal property is~~
36.3 ~~to be stored in a place other than the premises, the officer shall remove all personal property~~
36.4 ~~of the defendant at the expense of the plaintiff.~~

36.5 ~~(b) The defendant must make immediate payment for all expenses of removing personal~~
36.6 ~~property from the premises. If the defendant fails or refuses to do so, the plaintiff has a lien~~
36.7 ~~on all the personal property for the reasonable costs and expenses incurred in removing,~~
36.8 ~~earing for, storing, and transporting it to a suitable storage place.~~

36.9 ~~(c) The plaintiff may enforce the lien by detaining the personal property until paid. If~~
36.10 ~~no payment has been made for 60 days after the execution of the order to vacate, the plaintiff~~
36.11 ~~may hold a public sale as provided in sections 514.18 to 514.22.~~

36.12 ~~(d) If the defendant's personal property is to be stored on the premises, the officer shall~~
36.13 ~~enter the premises, breaking in if necessary, and the plaintiff may remove the defendant's~~
36.14 ~~personal property. Section 504B.271 applies to personal property removed under this~~
36.15 ~~paragraph.~~

36.16 (a) The plaintiff shall comply with section 504B.271.

36.17 (b) The plaintiff must prepare an inventory and mail a copy of the inventory to the
36.18 defendant's last known address or, if the defendant has provided a different address, to the
36.19 address provided. The inventory must be prepared, signed, and dated in the presence of the
36.20 officer and must include the following:

36.21 (1) a list of the items of personal property and a description of their condition;

36.22 (2) the date, the signature of the plaintiff or the plaintiff's agent, and the name and
36.23 telephone number of a person authorized to release the personal property; and

36.24 (3) the name and badge number of the officer.

36.25 ~~(e)~~ (c) The officer must retain a copy of the inventory.

36.26 ~~(f) The plaintiff is responsible for the proper removal, storage, and care of the defendant's~~
36.27 ~~personal property and is liable for damages for loss of or injury to it caused by the plaintiff's~~
36.28 ~~failure to exercise the same care that a reasonably careful person would exercise under~~
36.29 ~~similar circumstances.~~

36.30 ~~(g) The plaintiff shall notify the defendant of the date and approximate time the officer~~
36.31 ~~is scheduled to remove the defendant, family, and personal property from the premises. The~~
36.32 ~~notice must be sent by first class mail. In addition, the plaintiff must make a good faith~~

37.1 ~~effort to notify the defendant by telephone. The notice must be mailed as soon as the~~
37.2 ~~information regarding the date and approximate time the officer is scheduled to enforce the~~
37.3 ~~order is known to the plaintiff, except that the scheduling of the officer to enforce the order~~
37.4 ~~need not be delayed because of the notice requirement. The notice must inform the defendant~~
37.5 ~~that the defendant and the defendant's personal property will be removed from the premises~~
37.6 ~~if the defendant has not vacated the premises by the time specified in the notice.~~

37.7 Sec. 74. Minnesota Statutes 2022, section 504B.365, subdivision 5, is amended to read:

37.8 Subd. 5. ~~Penalty; waiver not allowed~~ **Remedies.** Unless the premises has been
37.9 abandoned under section 504B.001, a plaintiff, an agent, or other person acting under the
37.10 plaintiff's direction or control who enters the premises and removes the defendant's personal
37.11 property in violation of this section is guilty of an unlawful ouster under section 504B.231
37.12 and is subject to penalty under section 504B.225. The defendant shall recover from the
37.13 plaintiff treble actual and consequential damages or \$1,000, whichever is greater, and
37.14 reasonable attorney fees, for a violation of this section by the plaintiff. This section may
37.15 not be waived or modified by lease or other agreement.

37.16 Sec. 75. Minnesota Statutes 2022, section 504B.371, subdivision 2, is amended to read:

37.17 Subd. 2. **Time for appeal.** A party ~~who feels aggrieved by the judgment~~ may appeal
37.18 within 15 days as provided for civil actions in district court. Motions for judge review of a
37.19 referee's decision, new trial, reconsideration, and to vacate judgment stay the appeal period
37.20 until the district court notifies the parties of the decision on the motion.

37.21 Sec. 76. Minnesota Statutes 2023 Supplement, section 504B.371, subdivision 3, is amended
37.22 to read:

37.23 Subd. 3. **Appeal bond.** If the party appealing remains in possession of the property, that
37.24 party must give a bond that provides that:

37.25 (1) all costs of the appeal will be paid;

37.26 (2) the party will comply with the court's order; and

37.27 (3) the regular rent due to the party excluded from possession during the pendency of
37.28 the appeal will be paid as that rent accrues or within the time period to avoid any late fees,
37.29 whichever is later. The court may not require a bond including back rent, late fees, disputed
37.30 charges, or any other amount in excess of the regular rent as it accrues each month.

38.1 Sec. 77. Minnesota Statutes 2023 Supplement, section 504B.375, subdivision 1, is amended
38.2 to read:

38.3 Subdivision 1. **Unlawful exclusion or removal.** (a) This section applies to actual or
38.4 constructive removal or exclusion of a residential tenant which may include the termination
38.5 of utilities or the removal of doors, windows, or locks, or a clear, unequivocal statement of
38.6 an intention to actually or constructively remove or exclude a residential tenant. A residential
38.7 tenant to whom this section applies may recover possession of the premises as described in
38.8 paragraphs (b) to (e).

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

38.11 (1) describes the premises and the landlord;

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

38.16 (3) asks for possession.

38.17 The tenant may assert other claims under this chapter and request relocation of the tenant
38.18 at cost to the landlord, damages, full rescission of the lease, and recovery of any damage
38.19 deposit less any amount retained under section 504B.178.

38.20 (c) If it clearly appears from the specific grounds and facts stated in the verified petition
38.21 or by separate affidavit of the residential tenant or the residential tenant's attorney or agent
38.22 that the exclusion or removal was unlawful, the court shall immediately order that the
38.23 residential tenant have possession of the premises without a hearing or service on the
38.24 landlord. The court shall schedule a hearing to consider the tenant's additional relief and
38.25 any defenses by the respondent.

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

38.31 (e) The court shall direct the order to the sheriff of the county in which the premises are
38.32 located and the sheriff shall execute the order immediately by making a demand for
38.33 possession on the landlord, if found, or the landlord's agent or other person in charge of the

39.1 premises. If the landlord fails to comply with the demand, the officer shall take whatever
 39.2 assistance may be necessary and immediately place the residential tenant in possession of
 39.3 the premises. If the landlord, the landlord's agent, or other person in control of the premises
 39.4 cannot be found and if there is no person in charge, the officer shall immediately enter into
 39.5 and place the residential tenant in possession of the premises. The officer shall also serve
 39.6 the order and verified petition or affidavit immediately upon the landlord or agent, in the
 39.7 same manner as a summons is required to be served in a civil action in district court.

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

39.10 (g) At the hearing or trial, the respondent has the burden of proving by a preponderance
 39.11 of the evidence that actual or constructive removal or exclusion of a residential tenant did
 39.12 not occur. The court shall not end the action until it determines all claims pled by the parties.

39.13 (h) Any attempted waiver of this section by a landlord and tenant, by contract or
 39.14 otherwise, shall be void and unenforceable. This section shall be liberally construed for the
 39.15 protection of tenants.

39.16 Sec. 78. Minnesota Statutes 2022, section 504B.385, subdivision 1, is amended to read:

39.17 Subdivision 1. **Escrow of rent.** (a) If a violation exists in a residential building, a
 39.18 residential tenant may ~~deposit the amount of rent due to the landlord with the court~~
 39.19 ~~administrator using the procedures described in paragraphs (b) to (d)~~ file an action under
 39.20 this section.

39.21 (b) For a violation as defined in section 504B.001, subdivision 14, clause (1), the
 39.22 residential tenant ~~may deposit with the court administrator the rent due to the landlord along~~
 39.23 ~~with~~ shall file a copy of the written notice of the code violation as provided in section
 39.24 504B.185, subdivision 2. The residential tenant may not ~~deposit the rent or~~ file the written
 39.25 notice of the code violation until the time granted to make repairs has expired without
 39.26 satisfactory repairs being made, unless the residential tenant alleges that the time granted
 39.27 is excessive.

39.28 (c) For a violation as defined in section 504B.001, subdivision 14, ~~clause (2) or (3),~~
 39.29 clauses (2) to (5), the residential tenant must give written notice to the landlord specifying
 39.30 the violation. ~~The notice must be delivered personally or sent to the person or place where~~
 39.31 ~~rent is normally paid.~~ If the violation is not corrected within 14 days, the residential tenant
 39.32 may ~~deposit the amount of rent due to the landlord~~ file with the court administrator ~~along~~

40.1 ~~with~~ an affidavit specifying the violation. The court must provide a simplified form affidavit
40.2 for use under this paragraph.

40.3 ~~(d) The residential tenant need not deposit rent if none is due to the landlord at the time~~
40.4 ~~the residential tenant files the notice required by paragraph (b) or (c). All~~ The court may
40.5 require the tenant to deposit with the court administrator rent which becomes due to the
40.6 landlord or within the time period to avoid any late fees, whichever is later, after ~~that time~~
40.7 ~~but before the hearing under subdivision 6 must be deposited with the court administrator.~~
40.8 ~~As long as proceedings are pending under this section, the residential tenant must pay rent~~
40.9 ~~to the landlord or as directed by the court and may not withhold rent to remedy a violation.~~
40.10 filing the action.

40.11 (e) The residential tenant may request a trial by jury.

40.12 (f) The tenant may assert other claims under this chapter and sections 325D.43 to
40.13 325D.44, 325F.68 to 325F.70, and 626.557 to 626.5573, and request relocation of the tenant
40.14 at cost to the landlord, damages, full rescission of the lease, and recovery of any damage
40.15 deposit less any amount retained under section 504B.178.

40.16 Sec. 79. Minnesota Statutes 2022, section 504B.385, subdivision 4, is amended to read:

40.17 Subd. 4. **Filing fee.** The court administrator ~~may~~ shall charge a filing fee in the amount
40.18 set for complaints and counterclaims in conciliation court, subject to the filing of an inability
40.19 to pay affidavit.

40.20 Sec. 80. Minnesota Statutes 2022, section 504B.385, subdivision 5, is amended to read:

40.21 Subd. 5. **Notice of hearing.** (a) A hearing must be held within ten to 14 days from the
40.22 day a residential tenant:

40.23 ~~(1) deposits rent with the court administrator; or~~

40.24 ~~(2) files the notice required under subdivision 1, paragraph (b) or (c), if the tenant is not~~
40.25 ~~required to deposit rent with the court administrator under subdivision 1, paragraph (d).~~

40.26 ~~Nothing in this subdivision relieves the tenant of the obligation to deposit rent that becomes~~
40.27 ~~due to the landlord after the filing but before the hearing with the court administrator.~~

40.28 ~~(b) If the cost of remedying the violation, as estimated by the residential tenant, is within~~
40.29 ~~the jurisdictional limit for conciliation court,~~ The court administrator shall notify the landlord
40.30 and the residential tenant of the time and place of the hearing by first class mail.

41.1 (c) The residential tenant must provide the court administrator with the landlord's name
 41.2 and address. If the landlord has disclosed a post office box as the landlord's address under
 41.3 section 504B.181, notice of the hearing may be mailed to the post office box.

41.4 (d) If the tenant's request for damages, excluding the cost of remedying the violation,
 41.5 ~~as estimated by the tenant~~, is above the jurisdictional limit for conciliation court, the tenant
 41.6 must serve the notice of hearing according to the Minnesota Rules of Civil Procedure.

41.7 (e) The notice of hearing must ~~specify the amount the residential tenant has deposited~~
 41.8 ~~with the court administrator and must~~ inform the landlord that possession of the premises
 41.9 will not be in issue at the hearing ~~unless the landlord files a counterclaim for possession or~~
 41.10 ~~an eviction action.~~

41.11 Sec. 81. Minnesota Statutes 2022, section 504B.385, subdivision 6, is amended to read:

41.12 Subd. 6. **Hearing.** ~~The hearing shall be conducted by a court without a jury. Either party~~
 41.13 may demand a trial by jury. A certified copy of an inspection report meets the requirements
 41.14 of rule 803(8) of the Minnesota Rules of Evidence as an exception to the rule against hearsay,
 41.15 and meets the requirements of rules 901 and 902 of the Minnesota Rules of Evidence as to
 41.16 authentication without expert testimony. The court shall receive evidence admissible under
 41.17 the Minnesota Rules of Evidence but in the exercise of discretion and in the interests of
 41.18 justice, may receive otherwise inadmissible evidence. The court shall first hear issues
 41.19 regarding the violation and correction of it, and may continue the hearing for compliance
 41.20 with court orders and determination of remaining claims. The court shall not end the action
 41.21 until it determines all claims pled by the parties.

41.22 Sec. 82. Minnesota Statutes 2022, section 504B.385, subdivision 9, is amended to read:

41.23 Subd. 9. **Judgment.** (a) Upon finding that a violation exists or existed at the point of
 41.24 filing, the court ~~may, in its discretion, do any or all of the following:~~

41.25 (1) shall order relief as provided in section 504B.425, including retroactive rent
 41.26 abatement;

41.27 (2) may order that all or a portion of ~~the~~ any rent in escrow be released for the purpose
 41.28 of remedying the violation;

41.29 (3) may order that rent be deposited with the court as it becomes due to the landlord or
 41.30 abate future rent until the landlord remedies the violation; ~~or~~

41.31 (4) shall impose fines and damages as required in section 504B.391; and

42.1 (5) shall award relief on the tenant's additional claims proved by the tenant.

42.2 (b) When a proceeding under this section has been consolidated with a ~~counterclaim for~~
42.3 ~~possession~~ or an eviction action, and the landlord prevails, the residential tenant may redeem
42.4 the tenancy as provided in section 504B.291.

42.5 (c) When a proceeding under this section has been consolidated with a ~~counterclaim for~~
42.6 ~~possession~~ or an eviction action on the grounds of nonpayment, the court may not require
42.7 the residential tenant to pay the landlord's filing fee as a condition of retaining possession
42.8 of the property when the residential tenant has deposited with the court the full amount of
42.9 money found by the court to be owed to the landlord.

42.10 Sec. 83. Minnesota Statutes 2022, section 504B.385, subdivision 11, is amended to read:

42.11 Subd. 11. **Retaliation; waiver not allowed.** Section 504B.441 applies to proceedings
42.12 under this section. The residential tenant rights under this section may not be waived or
42.13 modified and are in addition to and do not limit other rights or remedies which may be
42.14 available to the residential tenant and landlord, except as provided in subdivision 1. This
42.15 section shall be liberally construed for the protection of tenants.

42.16 Sec. 84. Minnesota Statutes 2022, section 504B.391, is amended to read:

42.17 **504B.391 VIOLATIONS OF BUILDING REPAIR ORDERS.**

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

42.21 (1) \$250 fine and \$250 in damages for the first failure to comply;

42.22 (2) \$500 fine and \$500 in damages for the second failure to comply with an order
42.23 regarding the same violation; and

42.24 (3) ~~\$750~~ \$1,000 fine and \$1,000 in damages for the third and each subsequent failure
42.25 to comply with an order regarding the same violation.

42.26 Subd. 2. **Criminal penalty.** A landlord who willfully fails to comply with a court order
42.27 to remedy a violation is guilty of a misdemeanor. A landlord who willfully fails to comply
42.28 with a court order to remedy a violation is guilty of a gross misdemeanor if it is the third
42.29 or subsequent time that the landlord has willfully failed to comply with an order to remedy
42.30 a violation within a three-year period.

43.1 Sec. 85. Minnesota Statutes 2022, section 504B.395, subdivision 1, is amended to read:

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

43.3 (1) a residential tenant of a residential building in which a violation, as defined in section
43.4 504B.001, subdivision 14, is alleged to exist;

43.5 (2) any housing-related neighborhood organization with the written permission of a
43.6 residential tenant of a residential building in which a violation, as defined in section
43.7 504B.001, subdivision 14, ~~clause (1) or (2)~~; is alleged to exist;

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

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

43.13 Sec. 86. Minnesota Statutes 2022, section 504B.395, subdivision 4, is amended to read:

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

43.16 (1) a residential tenant of a residential building in which a violation as defined in section
43.17 504B.001, subdivision 14, ~~clause (2) or (3)~~ clauses (2) to (5), is alleged to exist; or

43.18 (2) a housing-related neighborhood organization, with the written permission of a
43.19 residential tenant of a residential building in which a violation, as defined in section
43.20 504B.001, subdivision 14, ~~clause (2)~~ clauses (2) to (5), is alleged to exist. The notice
43.21 requirement may be waived if the court finds that the landlord cannot be located despite
43.22 diligent efforts.

43.23 Sec. 87. Minnesota Statutes 2022, section 504B.395, subdivision 6, is amended to read:

43.24 Subd. 6. **Contents of complaint.** (a) The complaint must be verified and must:

43.25 (1) allege material facts showing that a violation or violations exist in the residential
43.26 building;

43.27 (2) state the relief sought; ~~and~~

43.28 (3) list the rent due each month from each dwelling unit within the residential building,
43.29 if known; ~~and~~

44.1 (4) At the residential tenant's option, the tenant may request a trial by jury, assert other
 44.2 claims under this chapter and sections 325D.43 to 325D.44, 325F.68 to 325F.70, and 626.557
 44.3 to 626.5573, and request relocation of the tenant at cost to the landlord, damages, full
 44.4 rescission of the lease, and recovery of any damage deposit less any amount retained under
 44.5 section 504B.178.

44.6 (b) If the violation is a violation as defined in section 504B.001, subdivision 14, clause
 44.7 (1), the complaint must be accompanied by:

44.8 (1) a copy of the official report of inspection by a department of health, housing, or
 44.9 buildings, certified by the custodian of records of that department stating:

44.10 (i) when and by whom the residential building concerned was inspected;

44.11 (ii) what code violations were recorded; and

44.12 (iii) that notice of the code violations has been given to the landlord; or

44.13 (2) a statement that a request for inspection was made to the appropriate state, county,
 44.14 or municipal department, that demand was made on the landlord to correct the alleged code
 44.15 violation, and that a reasonable period of time has elapsed since the demand or request was
 44.16 made.

44.17 Sec. 88. Minnesota Statutes 2022, section 504B.415, is amended to read:

44.18 **504B.415 DEFENSES.**

44.19 It is a sufficient defense to a complaint under section 504B.385 or 504B.395 that:

44.20 ~~(1) the violation or violations alleged in the complaint do did not exist or that the violation~~
 44.21 ~~or violations have been removed or remedied;~~ The landlord may assert defenses under
 44.22 section 504B.161.

44.23 ~~(2) the violations have been caused by the willful, malicious, negligent, or irresponsible~~
 44.24 ~~conduct of a complaining residential tenant or anyone under the tenant's direction or control;~~
 44.25 ~~or~~

44.26 ~~(3) a residential tenant of the residential building has unreasonably refused entry to the~~
 44.27 ~~landlord or the landlord's agent to a portion of the property for the purpose of correcting~~
 44.28 ~~the violation, and that the effort to correct was made in good faith.~~

45.1 Sec. 89. Minnesota Statutes 2022, section 504B.421, is amended to read:

45.2 **504B.421 HEARING.**

45.3 ~~If issues of fact are raised, they must be tried by the court without a jury. Either party~~
 45.4 ~~may demand a trial by jury. The court shall first hear issues regarding the violation and~~
 45.5 ~~correction of it, and may continue the hearing for compliance with court orders and~~
 45.6 ~~determination of remaining claims.~~ The court may grant a postponement of the trial on its
 45.7 own motion or at the request of a party if it determines that postponements are necessary
 45.8 to enable a party to procure necessary witnesses or evidence. ~~A postponement must be for~~
 45.9 ~~no more than ten days except by consent of all appearing parties.~~ The court shall not end
 45.10 the action until it determines all claims pled by the parties.

45.11 Sec. 90. Minnesota Statutes 2022, section 504B.425, is amended to read:

45.12 **504B.425 JUDGMENT.**

45.13 (a) If the court finds that the complaint in section 504B.395 has been proved, ~~it may, in~~
 45.14 ~~its discretion, take any of the actions described in paragraphs (b) to (g), either alone or in~~
 45.15 ~~combination:~~

45.16 ~~(b) (1)~~ (1) The court ~~may~~ shall order the landlord to promptly remedy the violation or
 45.17 violations found by the court to exist ~~if the court is satisfied that corrective action will be~~
 45.18 ~~undertaken promptly or existed.~~

45.19 ~~(c) (2)~~ (2) At the tenant's option, the court may order the residential tenant to remedy the
 45.20 violation or violations found by the court to exist and deduct the cost from the rent subject
 45.21 to the terms as the court determines to be just.

45.22 ~~(d) (3)~~ (3) The court may appoint an administrator with powers described in section
 45.23 504B.445, and:

45.24 ~~(+)~~ (i) direct that rents due:

45.25 ~~(+)~~ (A) on and from the day of entry of judgment, in the case of petitioning residential
 45.26 tenants or housing-related neighborhood organizations; and

45.27 ~~(+)~~ (B) on and from the day of service of the judgment on all other residential and
 45.28 commercial tenants of the residential building, if any,

45.29 shall be deposited with the administrator appointed by the court; and

45.30 ~~(2)~~ (ii) direct that the administrator use the rents collected to remedy the violations found
 45.31 to exist by the court by paying the debt service, taxes, and insurance, and providing the

46.1 services necessary to the ordinary operation and maintenance of the residential building
46.2 which the landlord is obligated to provide but fails or refuses to provide.

46.3 ~~(e)~~ (b) The court ~~may~~ shall find the extent to which any uncorrected violations impair
46.4 or have impaired the residential tenants' use and enjoyment of the property contracted for
46.5 and order the rent abated accordingly. If the court enters judgment under this paragraph,
46.6 the parties shall be informed and the court shall determine the amount by which the rent is
46.7 to be abated.

46.8 (c) The court shall order remedies for violations of section 504B.161.

46.9 (d) At the request of the tenant, the court may order relocation of the tenant to a
46.10 comparable dwelling at cost to the landlord, full rescission of the lease, and recovery of any
46.11 damage deposit less any amount retained under section 504B.178.

46.12 (e) The court shall order remedies for other claims proved by the tenant.

46.13 (f) The court may order remedies under section 504B.391 and chapter 588 for violations
46.14 of court orders under this section.

46.15 ~~(f) After termination of administration,~~ (g) The court ~~may~~ shall continue the jurisdiction
46.16 of the court over the residential building ~~for a period of one year~~ to ensure compliance with
46.17 court orders under this section and order the landlord to maintain the residential building
46.18 in compliance with all applicable state, county, and city health, safety, housing, building,
46.19 fire prevention, and housing maintenance codes.

46.20 ~~(g)~~ (h) The court may grant any other relief it deems just and proper, including a judgment
46.21 against the landlord for reasonable attorney fees, ~~not to exceed \$500~~, in the case of a
46.22 prevailing residential tenant or neighborhood organization. ~~The \$500 limitation does not~~
46.23 ~~apply to awards made under section 549.211 or other specific statutory authority.~~

46.24 (i) The court shall not end the action until it determines all claims pled by the parties.

46.25 Sec. 91. Minnesota Statutes 2022, section 504B.431, is amended to read:

46.26 **504B.431 SERVICE OF JUDGMENT.**

46.27 ~~A copy of the judgment must be personally served on~~ The tenant shall personally serve
46.28 every residential and commercial tenant of the residential building whose obligations will
46.29 be affected by the judgment. If, ~~with due diligence~~, personal service cannot be made, service
46.30 may be made by posting a notice of the judgment on the entrance door of the residential
46.31 tenant's dwelling or commercial tenant's unit and by mailing a copy of the judgment to the
46.32 residential tenant or commercial tenant by ~~certified~~ certified first class mail.

47.1 Sec. 92. Minnesota Statutes 2022, section 504B.441, is amended to read:

47.2 **504B.441 RESIDENTIAL TENANT MAY NOT BE PENALIZED FOR**
47.3 **COMPLAINT.**

47.4 A residential tenant may not be evicted, nor may the residential tenant's obligations
47.5 under a lease be increased or the services decreased, if the eviction or increase of obligations
47.6 or decrease of services is ~~intended as a penalty for the residential tenant's or housing-related~~
47.7 ~~neighborhood organization's complaint of a violation. The burden of proving otherwise is~~
47.8 ~~on the landlord if the eviction or increase of obligations or decrease of services occurs within~~
47.9 ~~90 days after filing the complaint, unless the court finds that the complaint was not made~~
47.10 ~~in good faith. After 90 days the burden of proof is on the residential tenant. retaliatory in~~
47.11 violation of section 504B.163.

47.12 Sec. 93. Minnesota Statutes 2022, section 504B.451, is amended to read:

47.13 **504B.451 RECEIVERSHIP REVOLVING LOAN FUND.**

47.14 The Minnesota Housing Finance Agency ~~may~~ shall establish a revolving loan fund to
47.15 pay the administrative expenses of receivership administrators under section 504B.445 for
47.16 properties for occupancy by low- and moderate-income persons or families. Landlords must
47.17 repay administrative expense payments made from the fund.

47.18 Sec. 94. Minnesota Statutes 2022, section 504B.471, is amended to read:

47.19 **504B.471 PURPOSE TO PROVIDE ADDITIONAL REMEDIES.**

47.20 The purpose of ~~section~~ sections 504B.381, 504B.385, and sections 504B.395 to 504B.471
47.21 is to provide additional remedies and nothing contained in those sections alters the ultimate
47.22 financial liability of the landlord or residential tenant for repairs or maintenance of the
47.23 building. These sections shall be liberally construed for the protection of tenants.

47.24 Sec. 95. **[504B.153] TENANT ABANDONMENT OF DWELLING.**

47.25 Subdivision 1. **Abandonment.** (a) If a residential tenant abandons a dwelling unit during
47.26 the lease term, the landlord shall make reasonable efforts to rent it at a fair rental value. If
47.27 the landlord rents the dwelling unit for a term beginning before the expiration of the rental
47.28 agreement, the agreement is terminated on the date the new tenancy begins. The rental
47.29 agreement is terminated by the landlord on the date the landlord has notice of the
47.30 abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair

48.1 rental value or if the landlord accepts the abandonment as a surrender. The tenant shall not
48.2 be liable for rent after the termination of the tenancy.

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

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

48.8 **Sec. 96. [504B.163] RETALIATION PROHIBITED.**

48.9 Subdivision 1. **No retaliation.** (a) A landlord may not retaliate against a tenant for
48.10 asserting any right a tenant has related to the tenancy or otherwise.

48.11 (b) For purposes of this section, a third party asserting rights on behalf of a tenant is
48.12 considered the same as if that tenant directly asserted their rights.

48.13 Subd. 2. **Rights protected.** For the purposes of subdivision 1, asserting rights includes
48.14 but is not limited to:

48.15 (1) complaining about a violation of the lease or the law to the landlord;

48.16 (2) calling for police or emergency assistance;

48.17 (3) the tenant's good faith attempt to secure or enforce rights under a lease or contract,
48.18 oral or written, under the laws of the state or any of its governmental subdivisions, or of the
48.19 United States;

48.20 (4) the tenant's good faith report to a governmental authority of the plaintiff's violation
48.21 of a health, safety, housing, or building code or ordinance;

48.22 (5) organizing, participating in organizing, protesting, demonstrating, or becoming a
48.23 member of a housing-related neighborhood organization or similar organization;

48.24 (6) suing the landlord or testifying in a court proceeding, an administrative hearing, or
48.25 a legislative hearing, or any public space against the landlord; or

48.26 (7) exercising any right or remedy provided by law.

48.27 Subd. 3. **Prohibited conduct.** For the purposes of subdivision 1, retaliatory conduct
48.28 includes but is not limited to:

48.29 (1) filing an eviction;

48.30 (2) increasing the rent due;

49.1 (3) terminating or nonrenewing a tenancy;

49.2 (4) increasing a tenant's obligations under a lease;

49.3 (5) decreasing services to a tenant;

49.4 (6) altering an existing rental agreement;

49.5 (7) imposing any penalty on a tenant; or

49.6 (8) threatening retaliatory conduct.

49.7 Subd. 4. **Presumption of retaliation.** (a) The landlord has the burden of proving a
49.8 substantial nonretaliatory purpose, wholly unrelated to and unmotivated by the tenant's
49.9 protected activity, if the conduct prohibited under subdivision 3 occurs within one year after
49.10 the tenant asserts a right.

49.11 (b) If the conduct prohibited under subdivision 3 occurs more than one year after the
49.12 tenant asserted a right, the tenant must make a prima facie case, by a preponderance of the
49.13 evidence, that:

49.14 (1) the tenant asserted a right;

49.15 (2) the landlord, through act or omission, committed retaliatory conduct; and

49.16 (3) the conduct prohibited under subdivision 3 was intended to penalize the tenant for
49.17 asserting the right.

49.18 Then, the burden shifts to the landlord to prove a substantial nonretaliatory purpose, wholly
49.19 unrelated to and unmotivated by the tenant's protected activity. If the landlord meets their
49.20 burden, the tenant must be afforded a fair opportunity to prove that the landlord's stated
49.21 nonretaliatory purpose is in fact pretext.

49.22 Subd. 5. **Right to explanation.** If a tenant alleges that any action a landlord has taken
49.23 is retaliatory, the landlord must provide a reason to the tenant in writing explaining the
49.24 landlord's reason for taking that action within one week of the tenant's written request for
49.25 an explanation. Failure to do so creates a presumption of retaliation regardless of when the
49.26 action was taken.

49.27 Subd. 6. **Penalty.** If a landlord violates subdivision 1 of this statute, the tenant is entitled
49.28 to a civil penalty of up to three month's rent for each violation along with actual damages,
49.29 or \$1,000, whichever is greater, court costs, reasonable attorney fees, and equitable relief
49.30 including injunction against enforcement of the retaliatory notice. A residential tenant may
49.31 follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471, or

50.1 commence a civil action, to enforce the provisions of this section. The penalty may be
50.2 awarded if the tenant proves retaliation in any other case, including eviction cases.

50.3 Subd. 7. **Right to cure material breach.** Notwithstanding sections 504B.281 to
50.4 504B.371, in any eviction proceeding where the landlord asserts a material breach of the
50.5 lease and the tenant has asserted retaliation as a defense, if the court finds that the landlord's
50.6 action was not retaliatory, the court shall issue an order in favor of the landlord for costs.
50.7 The court shall order the tenant to come into compliance with the lease within 30 days. If
50.8 the tenant fails to come into lease compliance within 30 days, the landlord may, upon a
50.9 showing to the court that three days' written notice was given to the resident, move the court
50.10 for a writ of recovery to recover possession.

50.11 Subd. 8. **No waiver.** The tenant rights under this section may not be waived or modified,
50.12 by contract or otherwise.

50.13 Subd. 9. **Liberal construction.** This section shall be liberally construed for the protection
50.14 of tenants.

50.15 Subd. 10. **Additional remedies.** The purpose of this section is to provide additional
50.16 remedies and are in addition to and do not limit other rights or remedies which may be
50.17 available to the tenant and landlord.

50.18 Sec. 97. **[504B.212] TRESPASS.**

50.19 (a) A residential tenant has the right to give license to another to enter the rental dwelling.
50.20 Such a licensee has a bona fide claim of right to use and occupy the rental dwelling, revocable
50.21 at will by the residential tenant.

50.22 (b) A landlord shall not restrict a tenant's ability, by contract, written notice, or oral
50.23 notice, to give such license. A landlord may establish reasonable rules restricting a licensee's
50.24 right to use and occupy common areas of a multiple-family building. A landlord may not
50.25 require a licensee to provide their name or any identifying information as a condition of
50.26 their license.

50.27 (c) Any attempted waiver of this section by a landlord and tenant, by contract or
50.28 otherwise, shall be void and unenforceable. The tenant shall recover from the landlord treble
50.29 actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney
50.30 fees, for a violation of this section. This section shall be liberally construed for the protection
50.31 of tenants.

51.1 Sec. 98. **[504B.213] RESIDENTIAL TENANT'S RIGHT TO NOT BE UNFAIRLY**
 51.2 **TOWED.**

51.3 **Subdivision 1. Towing by landlord.** A landlord may tow or remove a tenant's motor
 51.4 vehicle only for a reasonable business purpose listed in the lease and only after making a
 51.5 good faith effort to give the residential tenant reasonable notice under the circumstances,
 51.6 of at least 24 hours, of the intent to tow.

51.7 **Subd. 2. Exceptions.** A landlord may tow or remove a tenant's motor vehicle without
 51.8 notice to the tenant only if the vehicle:

51.9 (1) blocks or prevents access by emergency vehicles;

51.10 (2) blocks or prevents entry to the premises;

51.11 (3) violates a prominently posted parking prohibition;

51.12 (4) blocks or is unlawfully parked in a space reserved for persons with disabilities; and

51.13 (5) is parked in an area not intended for motor vehicles including but not limited to
 51.14 sidewalks, lawns, and landscaping.

51.15 **Subd. 3. Guest parking.** If guest parking is allowed, the landlord shall post a sign in
 51.16 each designated guest parking space that is clearly readable by an operator of motor vehicle
 51.17 and that specifies any rules, restrictions, or limitations on parking in the designated guest
 51.18 parking space.

51.19 **Subd. 4. Waiver prohibited.** Any attempted waiver of this section by a landlord and
 51.20 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover
 51.21 from the landlord treble actual and consequential damages or \$1,000, whichever is greater,
 51.22 and reasonable attorney fees, for a violation of this section. This section shall be liberally
 51.23 construed for the benefit of tenants.

51.24 **Subd. 5. Purpose to provide additional remedies.** The remedies provided in this section
 51.25 are in addition to and shall not limit other rights or remedies available to landlords and
 51.26 tenants.

51.27 Sec. 99. **[504B.2132] REMEDIES FOR LANDLORD TO PROVIDE FURNISH**
 51.28 **CERTIFICATE OF RENT PAID.**

51.29 A residential tenant may enforce the provisions of section 290A.19 in actions under
 51.30 sections 504B.281 to 504B.371, 504B.381, 504B.385, and 504B.395 to 504B.471, and other
 51.31 civil actions. The requirements of this section may not be waived or modified by the parties
 51.32 to a residential lease. Any provision, whether oral or written, of a lease or other agreement

52.1 by which any provision of this section is waived by a tenant is contrary to public policy and
52.2 void. The tenant shall recover from the landlord treble actual and consequential damages
52.3 or \$250, whichever is greater, and reasonable attorney fees, for a violation of this section.

52.4 Sec. 100. **[504B.2133] FREEDOM OF EXPRESSION.**

52.5 (a) No landlord shall prohibit or adopt any rule prohibiting residential tenants or other
52.6 persons from peacefully organizing, assembling, canvassing, leafletting, or otherwise
52.7 exercising within the residential building their right of free expression for noncommercial
52.8 purposes. A landlord may adopt and enforce rules that set reasonable limits as to time, place,
52.9 and manner.

52.10 (b) The requirements of this section may not be waived or modified by the parties to a
52.11 residential lease. Any provision, whether oral or written, of a lease or other agreement by
52.12 which any provision of this section is waived by a tenant is contrary to public policy and
52.13 void. The tenant shall recover from the landlord \$250 per violation, and reasonable attorney
52.14 fees, for a violation of this section.

52.15 Sec. 101. **[504B.2134] NO ACCELERATED RENT CLAUSES ALLOWED IN**
52.16 **RESIDENTIAL TENANCIES.**

52.17 (a) A residential lease shall not contain an acceleration clause or other provision that
52.18 gives the landlord the right, after a default by a residential tenant, to demand the entire
52.19 balance of rent due under the lease for the entire remainder of the lease term to be paid
52.20 before rent would be due under the lease.

52.21 (b) The requirements of this section may not be waived or modified by the parties to a
52.22 residential lease. Any provision, whether oral or written, of a lease or other agreement by
52.23 which any provision of this section is waived by a tenant is contrary to public policy and
52.24 void. The tenant shall recover from the landlord treble actual and consequential damages
52.25 or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.

52.26 Sec. 102. **[504B.2135] BAN CLASS ACTION WAIVERS IN LEASES.**

52.27 (a) A residential lease shall not require a residential tenant to use arbitration for disputes
52.28 with the landlord, and shall not restrict a residential tenant's use of actions in court, including
52.29 class actions.

52.30 (b) The requirements of this section may not be waived or modified by the parties to a
52.31 residential lease. Any provision, whether oral or written, of a lease or other agreement by
52.32 which any provision of this section is waived by a tenant is contrary to public policy and

53.1 void. The tenant shall recover from the landlord treble actual and consequential damages
 53.2 or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.

53.3 **Sec. 103. [504B.2136] NO LISTING OF MINORS AS LEASE PARTIES OR**
 53.4 **DEFENDANTS.**

53.5 (a) A residential lease shall not list a minor child of a residential tenant as a tenant. If a
 53.6 minor is the only person renting from the landlord, the lease may list the minor as a tenant.

53.7 (b) A residential landlord shall not list a minor child of a residential tenant as a defendant
 53.8 in an eviction action complaint against the residential tenant. If a minor is the only person
 53.9 renting from the landlord, the lease may list the minor as a defendant in an eviction action
 53.10 complaint against the minor.

53.11 (c) The requirements of this section may not be waived or modified by the parties to a
 53.12 residential lease. Any provision, whether oral or written, of a lease or other agreement by
 53.13 which any provision of this section is waived by a tenant is contrary to public policy and
 53.14 void. The tenant shall recover from the landlord treble actual and consequential damages
 53.15 or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.

53.16 **Sec. 104. [504B.2137] NOTICE TO TERMINATE LEASE FOLLOWING**
 53.17 **LANDLORD NOTICE TO INCREASE RENT.**

53.18 A residential tenant may elect to treat a landlord's notice of rent increase as a notice to
 53.19 vacate. The tenant need not provide the landlord notice of their election under this section.
 53.20 A tenant may accept the rent increase expressly or by holding over after the notice period
 53.21 of the rent increase. The requirements of this section may not be waived or modified by the
 53.22 parties to a residential lease. Any provision, whether oral or written, of a lease or other
 53.23 agreement by which any provision of this section is waived by a tenant is contrary to public
 53.24 policy and void. The tenant shall recover from the landlord treble actual and consequential
 53.25 damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of
 53.26 this section.

53.27 **Sec. 105. [504B.2138] RIGHT TO BREAK LEASE FOR ADDING A NEW MINOR**
 53.28 **TO A FAMILY.**

53.29 Subdivision 1. **Termination.** A residential tenant may terminate the lease prior to the
 53.30 expiration of the lease in the manner provided in subdivision 2 if the size of the tenant's
 53.31 family has increased, including the pregnancy of a household member.

54.1 Subd. 2. **Notice.** When the conditions in subdivision 1 have been met, the tenant may
54.2 terminate the lease by providing at least two months written notice to be effective on the
54.3 last day of a calendar month. The notice must be either hand-delivered or mailed by postage
54.4 prepaid, first class mail.

54.5 Subd. 3. **Waiver prohibited.** The requirements of this section may not be waived or
54.6 modified by the parties to a residential lease. Any provision, whether oral or written, of a
54.7 lease or other agreement by which any provision of this section is waived by a tenant is
54.8 contrary to public policy and void. The tenant shall recover from the landlord treble actual
54.9 and consequential damages or \$1,000, whichever is greater, and reasonable attorney fees,
54.10 for a violation of this section.

54.11 Sec. 106. **[504B.2139] KOSKINEN ACT REMEDIES FOR TENANT.**

54.12 Subdivision 1. **Termination.** A residential tenant or the authorized representative of the
54.13 tenant may terminate the lease prior to the expiration of the lease in the manner provided
54.14 in subdivision 2 if the landlord violates sections 299C.66 to 299C.71.

54.15 Subd. 2. **Notice.** When the conditions in subdivision 1 have been met, the tenant or the
54.16 tenant's authorized representative may terminate the lease by providing at least 14 days
54.17 written notice to be effective on the last day of a calendar month. The notice must be either
54.18 hand-delivered or mailed by postage prepaid, first class mail.

54.19 Subd. 3. **Enforcement.** A residential tenant may enforce the provisions of sections
54.20 299C.66 to 299C.71 in actions under 504B.281 to 504B.371, 504B.381, 504B.385, and
54.21 504B.395 to 504B.471, and other civil actions.

54.22 Subd. 4. **Waiver prohibited.** The requirements of this section may not be waived or
54.23 modified by the parties to a residential lease. Any provision, whether oral or written, of a
54.24 lease or other agreement by which any provision of this section is waived by a tenant is
54.25 contrary to public policy and void. The tenant shall recover from the landlord treble actual
54.26 and consequential damages or \$1,000, whichever is greater, and reasonable attorney fees,
54.27 for a violation of this section.

54.28 Sec. 107. **[504B.214] METHODS OF PAYMENT OF RENT.**

54.29 (a) A landlord shall accept payment of rent in cash and certified funds in addition to any
54.30 other method of payment.

55.1 (b) A landlord who accepts payment of rent via an Internet or phone application-based
55.2 payment portal may not block, rescind, or otherwise interfere with a tenant's access to such
55.3 portal.

55.4 (c) If a landlord accepts payment of rent by mail or any electronic payment method, rent
55.5 shall be credited as paid on the date of dispatch of the rent by mail or electronic payment.

55.6 (d) A landlord or any party authorized to collect rent for the landlord may not charge a
55.7 fee or surcharge to accept rent via any specific method of payment.

55.8 (e) The requirements of this section may not be waived or modified by the parties to a
55.9 residential lease. Any provision, whether oral or written, of a lease or other agreement by
55.10 which any provision of this section is waived by a tenant is contrary to public policy and
55.11 void. The tenant shall recover from the landlord treble actual and consequential damages
55.12 or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.

55.13 Sec. 108. **[504B.2142] NO WINTER MOVE OUT PROHIBITION.**

55.14 (a) No lease or rental agreement can prohibit a tenant from giving otherwise proper
55.15 written notice that terminates a tenancy during the months of October through March of
55.16 any year.

55.17 (b) No lease or rental agreement may require a longer period for notice given during a
55.18 specific month, span of months, or any subdivision of the calendar year.

55.19 (c) Any provision, whether oral or written, of a lease or other agreement by which any
55.20 provision of this section is waived by a tenant is contrary to public policy and void. The
55.21 tenant shall recover from the landlord treble actual and consequential damages or \$1,000,
55.22 whichever is greater, and reasonable attorney fees, for a violation of this section.

55.23 Sec. 109. **[504B.2143] PROSPECTIVE TENANT RIGHT TO VIEW DWELLING.**

55.24 The landlord must notify a prospective tenant of their option to view the dwelling that
55.25 the landlord intends to rent to the tenant. At the request of the prospective tenant, the landlord
55.26 shall allow the prospective tenant to visit the dwelling before leasing the dwelling to the
55.27 prospective tenant. If the prospective tenant cannot visit the dwelling in person, at the request
55.28 of the prospective tenant, the landlord shall allow the prospective tenant to remotely and
55.29 electronically view the dwelling before leasing the dwelling to the prospective tenant. Any
55.30 agreement by which any provision of this section is waived by a tenant is contrary to public
55.31 policy and void. The tenant shall recover from the landlord treble actual and consequential

56.1 damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of
56.2 this section.

56.3 Sec. 110. **REPEALER.**

56.4 (a) Minnesota Statutes 2022, sections 504B.121; 504B.161, subdivision 6; 504B.173,
56.5 subdivisions 2, 3, and 4; 504B.175, subdivisions 2, 3, and 4; 504B.178, subdivisions 8 and
56.6 11; 504B.181, subdivision 5; 504B.195, subdivisions 2, 3, and 4; 504B.265, subdivision 4;
56.7 504B.285, subdivisions 3 and 4; 504B.355; 504B.385, subdivisions 2, 7, and 10; and
56.8 504B.445, subdivision 8, are repealed.

56.9 (b) Minnesota Statutes 2023 Supplement, section 504B.178, subdivision 4, are repealed.

504B.121 TENANT MAY NOT DENY TITLE; EXCEPTION.

A tenant in possession of real property under a lawful lease may not deny the landlord's title in an action brought by the landlord to recover possession of the property. This prohibition does not apply to a tenant who, prior to entering into the lease, possessed the property under a claim of title that was adverse or hostile to that of the landlord.

504B.161 COVENANTS OF LANDLORD OR LICENSOR.

Subd. 6. **Application.** The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

504B.173 APPLICANT SCREENING FEE.

Subd. 2. **Return of applicant screening fee.** (a) The landlord must return the applicant screening fee if:

(1) the applicant is rejected for any reason not listed in the disclosure required under subdivision 3; or

(2) a prior applicant is offered the unit and agrees to enter into a rental agreement.

(b) If the landlord does not perform a personal reference check or does not obtain a consumer credit report or tenant screening report, the landlord must return any amount of the applicant screening fee that is not used for those purposes.

(c) The applicant screening fee may be returned by mail, may be destroyed upon the applicant's request if paid by check, or may be made available for the applicant to retrieve.

Subd. 3. **Disclosures to applicant.** If a landlord accepts an applicant screening fee from a prospective tenant, the landlord must:

(1) disclose in writing prior to accepting the applicant screening fee:

(i) the name, address, and telephone number of the tenant screening service the landlord will use, unless the landlord does not use a tenant screening service; and

(ii) the criteria on which the decision to rent to the prospective tenant will be based; and

(2) notify the applicant within 14 days of rejecting a rental application, identifying the criteria the applicant failed to meet.

Subd. 4. **Remedies.** (a) In addition to any other remedies, a landlord who violates this section is liable to the applicant for the applicant screening fee plus a civil penalty of up to \$100, civil court filing costs, and reasonable attorney fees incurred to enforce this remedy.

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

504B.175 PRELEASE DEPOSIT.

Subd. 2. **Limitations.** (a) A prelease deposit may be accepted only if the landlord and prospective tenant enter into a conspicuous written agreement that includes:

(1) the circumstances under which it will be returned; and

(2) that the landlord is required to return the prelease deposit within seven days of the occurrence of a circumstance described in clause (1).

(b) "Return" means postmarked within seven days except that upon the prospective tenant's request, a landlord may destroy the payment or hold it for retrieval by the tenant instead of returning it by mail.

Subd. 3. **Application on entry into rental agreement.** If a prospective tenant and landlord do enter into a rental agreement, the prelease deposit must be applied to that tenant's security deposit or rent.

Subd. 4. **Remedies.** In addition to any other remedies, a landlord who violates this section is liable to the payor of the prelease deposit for the amount of the deposit paid, plus one-half of that amount as a penalty. A landlord who enters into a rental agreement with a tenant is not liable under this section unless the landlord failed to comply with subdivision 3.

504B.178 INTEREST ON SECURITY DEPOSITS; WITHHOLDING SECURITY DEPOSITS; DAMAGES; LIMIT ON WITHHOLDING LAST MONTH'S RENT.

Subd. 4. **Damages.** Any landlord who fails to:

- (1) provide a written statement within three weeks of termination of the tenancy;
- (2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant;
- (3) transfer or return a deposit as required by subdivision 5; or
- (4) provide the tenant with notice for an initial inspection and move-out inspection as required by section 504B.182, and complete an initial inspection and move-out inspection when requested by the tenant,

after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is liable to the tenant for damages in an amount equal to the portion of the deposit withheld by the landlord and interest thereon as provided in subdivision 2, as a penalty, in addition to the portion of the deposit wrongfully withheld by the landlord and interest thereon.

Subd. 8. **Withholding rent.** No tenant may withhold payment of all or any portion of rent for the last payment period of a residential rental agreement, except an oral or written month to month residential rental agreement concerning which neither the tenant nor landlord has served a notice to quit, or for the last month of a contract for deed cancellation period under section 559.21 or a mortgage foreclosure redemption period under chapter 580, 581, or 582, on the grounds that the deposit should serve as payment for the rent. Withholding all or any portion of rent for the last payment period of the residential rental agreement creates a rebuttable presumption that the tenant withheld the last payment on the grounds that the deposit should serve as payment for the rent. Any tenant who remains in violation of this subdivision after written demand and notice of this subdivision shall be liable to the landlord for the following:

- (1) a penalty in an amount equal to the portion of the deposit which the landlord is entitled to withhold under subdivision 3 other than to remedy the tenant's default in the payment of rent; and
- (2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 11. **Tenancies after July 1, 1973.** The provisions of this section shall apply only to tenancies commencing or renewed on or after July 1, 1973. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

504B.181 LANDLORD OR AGENT DISCLOSURE.

Subd. 5. **Notice to landlord.** Any residential tenant who moves from or subleases the premises without giving the landlord at least 30 days written notice shall void any provision of this section as to that tenant.

504B.195 DISCLOSURE REQUIRED FOR OUTSTANDING INSPECTION AND CONDEMNATION ORDERS.

Subd. 2. **Penalty.** If the landlord, agent, or person acting under the landlord's direction or control violates this section, the tenant is entitled to remedies provided by section 8.31, subdivision 3a, and other equitable relief as determined by the court.

Subd. 3. **Exception.** A landlord, agent, or person acting under the landlord's direction or control is not in violation of this section if:

- (1) the landlord, agent, or person acting under the landlord's direction or control has received only an initial order to repair;
- (2) the time allowed to complete the repairs, including any extension of the deadline, has not yet expired, or less than 60 days has elapsed since the expiration date of repair orders and any extension or no citation has been issued; or
- (3) the landlord, agent, or person acting under the landlord's direction or control completes the repairs within the time given to repair, including any extension of the deadline.

Subd. 4. **Landlord's defense.** It is an affirmative defense in an action brought under this section for the landlord, agent, or person acting under the landlord's control to prove that disclosure was made as required under subdivision 1.

504B.265 TERMINATION OF LEASE UPON DEATH OF TENANT.

Subd. 4. **Applicability.** The provisions of this section apply to leases entered into or renewed after May 12, 1981.

504B.285 EVICTION ACTIONS; GROUNDS; RETALIATION DEFENSE; COMBINED ALLEGATIONS.

Subd. 3. **Rent increase as penalty.** In any proceeding for the recovery of premises upon the ground of nonpayment of rent, it is a defense if the tenant establishes by a preponderance of the evidence that the plaintiff increased the tenant's rent or decreased the services as a penalty in whole or part for any lawful act of the tenant as described in subdivision 2, providing that the tenant tender to the court or to the plaintiff the amount of rent due and payable under the tenant's original obligation.

Subd. 4. **Nonlimitation of landlord's rights.** Nothing contained in subdivisions 2 and 3 limits the right of the landlord pursuant to the provisions of subdivision 1 to terminate a tenancy for a violation by the tenant of a lawful, material provision of a lease or contract, whether written or oral, or to hold the tenant liable for damage to the premises caused by the tenant or a person acting under the tenant's direction or control.

504B.355 FORM OF VERDICT.

The verdict of the jury or the finding of the court in favor of the plaintiff in an eviction action shall be substantially in the following form:

At a court held at, on the day of, year, before, a judge in and for the county of in an action between, plaintiff, and, defendant, the jury (or, if the action be tried without a jury, the court) find that the facts alleged in the complaint are true, and the plaintiff shall recover possession of the premises and the defendant(s) shall vacate the premises immediately.

.....

If the verdict or finding is for the defendant, it shall be sufficient to find that the facts alleged in the complaint are not true.

504B.385 RENT ESCROW ACTION TO REMEDY VIOLATIONS.

Subd. 2. **Counterclaim for possession.** (a) The landlord may file a counterclaim for possession of the property in cases where the landlord alleges that the residential tenant did not deposit the full amount of rent with the court administrator.

(b) The court must set the date for a hearing on the counterclaim not less than seven nor more than 14 days from the day of filing the counterclaim. If the rent escrow hearing and the hearing on the counterclaim for possession cannot be heard on the same day, the matters must be consolidated and heard on the date scheduled for the hearing on the counterclaim.

(c) The contents of the counterclaim for possession must meet the requirements for a complaint under section 504B.321.

(d) The landlord must serve the counterclaim as provided in section 504B.331, except that the affidavit of service or mailing may be brought to the hearing rather than filed with the court before the hearing.

(e) The court must provide a simplified form for use under this section.

Subd. 7. **Release of rent prior to hearing.** If the residential tenant gives written notice to the court administrator that the violation has been remedied, the court administrator must release the rent to the landlord and, unless the hearing has been consolidated with another action, must cancel the hearing. If the residential tenant and the landlord enter into a written agreement signed by both parties apportioning the rent between them, the court administrator must release the rent in accordance with the written agreement and cancel the hearing.

Subd. 10. **Release of rent after hearing.** If the court finds, after a hearing on the matter has been held, that no violation exists in the building or that the residential tenant did not deposit the full amount of rent due with the court administrator, it shall order the immediate release of the rent to the landlord. If the court finds that a violation existed, but was remedied between the

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commencement of the action and the hearing, it may order rent abatement and must release the rent to the parties accordingly. Any rent found to be owed to the residential tenant must be released to the tenant.

504B.445 ADMINISTRATOR.

Subd. 8. **Dwelling's economic viability.** In considering whether to grant the administrator funds under subdivision 4, the court must consider factors relating to the long-term economic viability of the dwelling, including:

- (1) the causes leading to the appointment of an administrator;
- (2) the repairs necessary to bring the property into code compliance;
- (3) the market value of the property; and
- (4) whether present and future rents will be sufficient to cover the cost of repairs or rehabilitation.