

SENATE
STATE OF MINNESOTA
NINETY-FOURTH SESSION

S.F. No. 1685

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DATE
02/20/2025

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Introduction and first reading
Referred to Judiciary and Public Safety

OFFICIAL STATUS

1.1 A bill for an act

1.2 relating to landlord and tenant; modifying requirements for a written lease; requiring

1.3 disclosure of additional landlord contact information; prohibiting landlords from

1.4 listing the name of a minor child of a tenant in a lease or eviction complaint;

1.5 establishing a right of a prospective tenant to view the rental unit; establishing

1.6 additional tenant remedies and penalties against landlords; amending Minnesota

1.7 Statutes 2024, sections 504B.111; 504B.181, subdivision 1; proposing coding for

1.8 new law in Minnesota Statutes, chapter 504B.

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

1.10 Section 1. Minnesota Statutes 2024, section 504B.111, is amended to read:

1.11 **504B.111 WRITTEN LEASE ~~REQUIRED~~; PENALTY.**

1.12 (a) A landlord must include in any written lease all the terms of the tenancy. A landlord

1.13 may not unilaterally amend or change a written lease. The written lease must identify the

1.14 specific unit the residential tenant will occupy before the residential tenant signs the lease.

1.15 Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask

1.16 for the tenant's full name and date of birth on the lease and application. A landlord and

1.17 tenant may agree to amend a lease only if the amendment is supported by adequate

1.18 consideration and the consideration is specifically set forth in a conspicuous writing. A

1.19 landlord may offer a new lease to be effective after expiration of the current lease with terms

1.20 different from the current lease.

1.21 (b) A landlord of a residential building with 12 or more residential units must have a

1.22 written lease for each unit rented to a residential tenant. ~~The written lease must identify the~~

1.23 ~~specific unit the residential tenant will occupy before the residential tenant signs the lease.~~

1.24 ~~Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask~~

~~for the tenant's full name and date of birth on the lease and application.~~ A landlord who fails to provide a lease, as required under this section, is guilty of a petty misdemeanor.

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

EFFECTIVE DATE. This section is effective August 1, 2025, and applies to leases entered into, renewed, or extended on or after that date. For the purposes of this section, estates at will shall be deemed to be renewed or extended at the commencement of each rental period.

Sec. 2. Minnesota Statutes 2024, section 504B.181, subdivision 1, is amended to read:

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

(1) the owner of the premises;

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

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

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

EFFECTIVE DATE. This section is effective August 1, 2025, and applies to leases entered into, renewed, or extended on or after that date. For the purposes of this section, estates at will shall be deemed to be renewed or extended at the commencement of each rental period.

Sec. 3. **[504B.2136] LISTING OF MINORS AS LEASE PARTIES OR DEFENDANTS PROHIBITED.**

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

3.1 (b) A residential landlord shall not list a minor child of a residential tenant as a defendant
3.2 in an eviction action complaint against the residential tenant. If a minor is the only person
3.3 renting the unit from the landlord, the landlord may list the minor as a defendant in an
3.4 eviction action complaint against the minor.

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

3.10 **EFFECTIVE DATE.** This section is effective August 1, 2025, and applies to leases
3.11 entered into, renewed, or extended on or after that date. For the purposes of this section,
3.12 estates at will shall be deemed to be renewed or extended at the commencement of each
3.13 rental period.

3.14 Sec. 4. **[504B.2143] PROSPECTIVE TENANT RIGHT TO VIEW DWELLING.**

3.15 The landlord must notify a prospective tenant of their option to view the dwelling that
3.16 the landlord intends to rent to the tenant. At the request of the prospective tenant, the landlord
3.17 shall allow the prospective tenant to visit the dwelling before leasing the dwelling to the
3.18 prospective tenant. If the prospective tenant cannot visit the dwelling in person, at the request
3.19 of the prospective tenant, the landlord shall allow the prospective tenant to remotely and
3.20 electronically view the dwelling before leasing the dwelling to the prospective tenant. Any
3.21 agreement by which any provision of this section is waived by a tenant is contrary to public
3.22 policy and void. The tenant shall recover from the landlord treble actual and consequential
3.23 damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of
3.24 this section.