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State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-FOURTH SESSION

H. F. No. 4835

04/07/2026 Authored by Agbaje
The bill was read for the first time and referred to the Committee on Housing Finance and Policy

A bill for an act

relating to landlord and tenant; providing tenants with a right to repair violations in a residential rental unit; requiring a notice; permitting a tenant to make deductions from rent; proposing coding for new law in Minnesota Statutes, chapter 504B.

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

Section 1. **[504B.386] TENANT RIGHT TO REPAIR TO REMEDY VIOLATIONS.**

Subdivision 1. **Right to repair.** In lieu of a rent escrow action under section 504B.385, a tenant may pay for the repairs in a residential rental unit after notice and an opportunity to repair has been provided to the landlord as provided in this section. The tenant may subtract the cost of the repairs from the tenant's future rent or receive a reimbursement as provided in this section.

Subd. 2. **Noticed required.** (a) Before contracting for repairs and paying for a repair to the residential rental unit, the tenant must:

(1) provide a written notice to the landlord at the address where the tenant sends rent;

(2) call, text, or send an email or rental portal communication to the landlord, if the telephone number or email address is known; and

(3) notify the landlord of the repair that is needed and of the tenant's intent to deduct the cost of the repair from the tenant's rent.

(b) Except as provided under paragraph (c), the tenant must provide the notice required under this subdivision at least 14 days before making any repairs.

(c) For a violation as defined in section 504B.001, subdivision 14, clause (1), the residential tenant must include a copy of the written notice of the code violation as provided

in section 504B.185, subdivision 2, if an inspection has occurred. The tenant must inform the landlord of the tenant's intent to use the tenant's future rent to pay for the repairs when the notice is provided.

(d) For a violation as defined in section 504B.001, subdivision 14, clause (2) or (3), the tenant must include in the written notice to the landlord information specifying the violation.

Subd. 3. **Opportunity to dispute.** If the landlord disputes that a repair is required, the landlord must send written notice to the tenant within 14 days of the tenant's notice and arrange for a building official to inspect the property. If a landlord does not respond to the tenant's notice within 14 days, the landlord waives the right to claim that a repair is not required. If the inspection confirms that the repair is required or if an inspection does not occur within 30 days of the landlord's written notice of dispute, the tenant retains the right to initiate the repair.

Subd. 4. **Tenant contracting repairs; bids; notice.** (a) If the landlord has not provided the tenant with a scheduled repair date or the violation is not corrected within 14 days of the tenant providing written notice under subdivision 2, the tenant may contract for repairs. A tenant may contract for repairs under the same process in this section for necessary repairs in a common area of a residential building if the repair is necessary for the safety and operation of the building for tenants.

(b) A tenant contracting for repairs under this section must obtain bids from two different contractors or servicers that routinely repair or specialize in making the type of repair that is needed and must choose the contractor or servicer with the lower bid. The tenant must notify the landlord of each bid received within 24 hours of receiving a bid and must notify the landlord of any scheduled repairs within 24 hours of scheduling the repair date.

Subd. 5. **Deduction; reimbursement.** (a) The tenant must provide a payment receipt to the landlord before subtracting the amount paid for repairs from the rent. The tenant may reduce the rent for each rental payment owed until the total amount of the repair has been paid. Any deductions made by a tenant under this section is limited to an amount equal to rent payment for two months within a 12-month period. If the tenant's rent is subsidized in whole or in part by a governmental agency, the deduction limitation of two months' rent shall mean the fair market rent for the dwelling and not the rent that the tenant pays.

(b) As an alternative to a tenant's deduction of rent, a landlord may directly reimburse the tenant for the cost of repairs listed on a payment receipt.

(c) A landlord must reimburse a tenant for any outstanding payments made by a tenant under this section if the lease terminates before the tenant is able to deduct costs from future rent.

(d) Notwithstanding a tenant's payment for repairs that are deducted from rent under this subdivision, nothing in this subdivision relieves a landlord from the requirements of United States Code, title 26, section 6041, paragraph (a).

Subd. 6. **Retaliation prohibited.** A landlord must not take adverse action against a tenant who exercises the tenant's rights under this section if the adverse action is intended as a penalty for the residential tenant's exercise of rights under this section. Adverse actions include but are not limited to filing an eviction, issuing a notice of nonrenewal, increasing monthly rent, increasing tenant's obligations under a lease, or decreasing services under a lease. No person or tenant who complies with this section may be evicted for nonpayment of rent because the person or tenant has elected to deduct the cost of work from rental payments.

Subd. 7. **Private right of action.** The tenant may bring an action against a person who violates this section and the court may award to a prevailing tenant:

(1) a rent reduction or rescission of the lease;

(2) up to a $500 civil penalty for each violation; and

(3) reasonable attorney fees.

Subd. 8. **Liability; rights to property.** (a) A contractor or servicer who enters the premises to make repairs under this section is liable to the landlord for any damage to property.

(b) Any new appliance acquired pursuant to this section is the property of the landlord.

Subd. 9. **Exemption.** This section does not apply to:

(1) emergency repairs under section 504B.381; and

(2) short-term rental property, as defined in section 273.13, subdivision 25, paragraph (b).