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State of Minnesota

HOUSE OF REPRESENTATIVES

EIGHTY-EIGHTH SESSION

H. F. No. 2192

02/25/2014 Authored by Allen, Clark, Moran, Metsa and Isaacson

The bill was read for the first time and referred to the Committee on Housing Finance and Policy

03/04/2014 Adoption of Report: Re-referred to the Committee on Civil Law

1.1 A bill for an act
1.2 relating to housing; landlord and tenant; providing for termination of lease;
1.3 amending Minnesota Statutes 2012, section 504B.265.

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

1.5 Section 1. Minnesota Statutes 2012, section 504B.265, is amended to read:

1.6 504B.265 TERMINATION OF LEASE UPON DEATH OR INFIRMITY OF
1.7 TENANT.

1.8 Subdivision 1. Termination of lease upon death. Any party to a lease of residential
1.9 premises other than a lease at will may terminate the lease prior to its expiration date in
1.10 the manner provided in subdivision 2 upon the death of the tenant or, if there is more than
1.11 one tenant, upon the death of all tenants.

1.12 Subd. 1a. Termination of lease upon infirmity. A tenant or the authorized
1.13 representative of the tenant may terminate the lease prior to its expiration date in the
1.14 manner provided in subdivision 2 if the tenant has, or if there is more than one tenant, all
1.15 the tenants have, been certified by a physician in writing to:

1.16 (1) be no longer able, for medical reasons, to live without assistance with
1.17 instrumental activities of daily living or personal activities of daily living; and

1.18 (2) need to move into:

1.19 (i) a nursing home, as defined in section 144A.01, subdivision 5;

1.20 (ii) hospice care, as defined in section 144A.75, subdivision 8, or to move into a
1.21 residential hospice facility, as defined in section 144A.75, subdivision 13;

1.22 (iii) a boarding care or supervised living facility licensed under chapter 144;

1.23 (iv) a housing with services establishment, as defined in section 144D.01,
1.24 subdivision 4;

- 2.1 (v) assisted living, as defined in section 144G.01, subdivision 2;  
 2.2 (vi) an accessible unit, as defined in section 363A.40, subdivision 1, paragraph (a);  
 2.3 (vii) a facility providing a foster care for adults program as defined in section  
 2.4 245A.02, subdivision 6c; or  
 2.5 (viii) any other residence with services that is licensed or certified by the Department  
 2.6 of Health or the Department of Human Services.

2.7 For the purposes of this subdivision, "physician" means a person who is licensed,  
 2.8 registered, or regulated by the Board of Medical Practice under Minnesota Statutes,  
 2.9 chapter 147.

2.10 Subd. 2. **Notice.** (a) Either the landlord or the personal representative of the tenant's  
 2.11 estate may terminate the lease upon at least two months' written notice, to be effective on  
 2.12 the last day of a calendar month, and hand delivered or mailed by postage prepaid, first  
 2.13 class United States mail, to the address of the other party. The landlord may comply  
 2.14 with the notice requirement of this subdivision by delivering or mailing the notice to the  
 2.15 premises formerly occupied by the tenant. The termination of a lease under this section  
 2.16 shall not relieve the tenant's estate from liability either for the payment of rent or other  
 2.17 sums owed prior to or during the notice period, or for the payment of amounts necessary  
 2.18 to restore the premises to their condition at the commencement of the tenancy, ordinary  
 2.19 wear and tear excepted.

2.20 (b) Either the tenant or the tenant's authorized representative may terminate the lease  
 2.21 if the conditions in subdivision 1a have been met by providing at least two months' written  
 2.22 notice, to be effective on the last day of a calendar month, and hand-delivered or mailed  
 2.23 by postage prepaid, first class United States mail, to the landlord and including a copy  
 2.24 of the physician's certification with the notice. The termination of a lease under this  
 2.25 section shall not relieve the eligible tenant from liability either for the payment of rent  
 2.26 or other sums owed prior to or during the notice period, or for the payment of amounts  
 2.27 necessary to restore the premises to their condition at the commencement of the tenancy,  
 2.28 ordinary wear and tear excepted.

2.29 Subd. 3. **Waiver prohibited.** Any attempted waiver by a landlord and tenant or  
 2.30 tenant's personal representative, by contract or otherwise, of the ~~right~~ rights of termination  
 2.31 provided by this section, and any lease provision or agreement requiring a longer notice  
 2.32 period than that provided by this section, shall be void and unenforceable; provided,  
 2.33 however, that the landlord and tenant or tenant's personal representative may agree to  
 2.34 otherwise modify the specific provisions of this section.

2.35 Subd. 4. **Applicability.** The provisions of this section, except subdivisions 1a  
 2.36 and 2, paragraph (b), apply to leases entered into or renewed after May 12, 1981. The

- 3.1 provisions of subdivisions 1a and 2, paragraph (b), apply to leases entered into or renewed
- 3.2 on or after January 1, 2015.