

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

S.F. No. 1373

(SENATE AUTHORS: PORT)

DATE
02/08/2023

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Introduction and first reading
Referred to Housing and Homelessness Prevention
See SF1298

OFFICIAL STATUS

1.1 A bill for an act
1.2 relating to housing; expanding procedural requirements for evictions and
1.3 expungements; expanding rental lease covenants and obligations; prohibiting rental
1.4 discrimination based on a tenant's receipt of public housing assistance; amending
1.5 Minnesota Statutes 2022, sections 363A.09, subdivisions 1, 2, by adding a
1.6 subdivision; 484.014, subdivisions 2, 3; 504B.135; 504B.161, subdivision 1;
1.7 504B.321, subdivision 1, by adding subdivisions; 504B.335; 504B.381, subdivision
1.8 1; proposing coding for new law in Minnesota Statutes, chapter 504B.

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

1.10 **ARTICLE 1**
1.11 **RENTAL RIGHTS AND PROCEDURE**

1.12 Section 1. Minnesota Statutes 2022, section 363A.09, subdivision 1, is amended to read:

1.13 Subdivision 1. **Real property interest; action by owner, lessee, and others.** It is an
1.14 unfair discriminatory practice for an owner, lessee, sublessee, assignee, or managing agent
1.15 of, or other person having the right to sell, rent or lease any real property, or any agent of
1.16 any of these:

1.17 (1) to refuse to sell, rent, or lease or otherwise deny to or withhold from any person or
1.18 group of persons any real property because of race, color, creed, religion, national origin,
1.19 sex, marital status, status with regard to public assistance, participation in or requirements
1.20 of a public assistance program, disability, sexual orientation, or familial status; or

1.21 (2) to discriminate against any person or group of persons because of race, color, creed,
1.22 religion, national origin, sex, marital status, status with regard to public assistance,
1.23 participation in or requirements of a public assistance program, disability, sexual orientation,
1.24 or familial status in the terms, conditions or privileges of the sale, rental or lease of any real

2.1 property or in the furnishing of facilities or services in connection therewith, except that
2.2 nothing in this clause shall be construed to prohibit the adoption of reasonable rules intended
2.3 to protect the safety of minors in their use of the real property or any facilities or services
2.4 furnished in connection therewith; or

2.5 (3) in any transaction involving real property, to print, circulate or post or cause to be
2.6 printed, circulated, or posted any advertisement or sign, or use any form of application for
2.7 the purchase, rental or lease of real property, or make any record or inquiry in connection
2.8 with the prospective purchase, rental, or lease of real property which expresses, directly or
2.9 indirectly, any limitation, specification, or discrimination as to race, color, creed, religion,
2.10 national origin, sex, marital status, status with regard to public assistance, participation in
2.11 or requirements of a public assistance program, disability, sexual orientation, or familial
2.12 status, or any intent to make any such limitation, specification, or discrimination except that
2.13 nothing in this clause shall be construed to prohibit the advertisement of a dwelling unit as
2.14 available to adults-only if the person placing the advertisement reasonably believes that the
2.15 provisions of this section prohibiting discrimination because of familial status do not apply
2.16 to the dwelling unit.

2.17 Sec. 2. Minnesota Statutes 2022, section 363A.09, subdivision 2, is amended to read:

2.18 Subd. 2. **Real property interest; action by brokers, agents, and others.** (a) It is an
2.19 unfair discriminatory practice for a real estate broker, real estate salesperson, or employee,
2.20 or agent thereof:

2.21 (1) to refuse to sell, rent, or lease or to offer for sale, rental, or lease any real property
2.22 to any person or group of persons or to negotiate for the sale, rental, or lease of any real
2.23 property to any person or group of persons because of race, color, creed, religion, national
2.24 origin, sex, marital status, status with regard to public assistance, participation in or
2.25 requirements of a public assistance program, disability, sexual orientation, or familial status
2.26 or represent that real property is not available for inspection, sale, rental, or lease when in
2.27 fact it is so available, or otherwise deny or withhold any real property or any facilities of
2.28 real property to or from any person or group of persons because of race, color, creed, religion,
2.29 national origin, sex, marital status, status with regard to public assistance, participation in
2.30 or requirements of a public assistance program, disability, sexual orientation, or familial
2.31 status; or

2.32 (2) to discriminate against any person because of race, color, creed, religion, national
2.33 origin, sex, marital status, status with regard to public assistance, participation in or
2.34 requirements of a public assistance program, disability, sexual orientation, or familial status

3.1 in the terms, conditions or privileges of the sale, rental or lease of real property or in the
 3.2 furnishing of facilities or services in connection therewith; or

3.3 (3) to print, circulate, or post or cause to be printed, circulated, or posted any
 3.4 advertisement or sign, or use any form of application for the purchase, rental, or lease of
 3.5 any real property or make any record or inquiry in connection with the prospective purchase,
 3.6 rental or lease of any real property, which expresses directly or indirectly, any limitation,
 3.7 specification or discrimination as to race, color, creed, religion, national origin, sex, marital
 3.8 status, status with regard to public assistance, participation in or requirements of a public
 3.9 assistance program, disability, sexual orientation, or familial status or any intent to make
 3.10 any such limitation, specification, or discrimination except that nothing in this clause shall
 3.11 be construed to prohibit the advertisement of a dwelling unit as available to adults-only if
 3.12 the person placing the advertisement reasonably believes that the provisions of this section
 3.13 prohibiting discrimination because of familial status do not apply to the dwelling unit.

3.14 (b) It is an unfair discriminatory practice for a landlord to furnish credit, services, or
 3.15 rental accommodations that discriminate against any individual who is a recipient of federal,
 3.16 state, or local public assistance, including medical assistance, or who is a tenant receiving
 3.17 federal, state, or local housing subsidies, including rental assistance or rental supplements,
 3.18 because the individual is such a recipient, or because of any requirement of such public
 3.19 assistance, rental assistance, or housing subsidy program.

3.20 Sec. 3. Minnesota Statutes 2022, section 363A.09, is amended by adding a subdivision to
 3.21 read:

3.22 Subd. 2a. **Definition; public assistance program** For the purposes of this section,
 3.23 "public assistance program" means federal, state, or local assistance, including but not
 3.24 limited to rental assistance, rent supplements, and housing choice vouchers.

3.25 Sec. 4. Minnesota Statutes 2022, section 484.014, subdivision 2, is amended to read:

3.26 Subd. 2. **Discretionary expungement.** The court may order expungement of an eviction
 3.27 case court file ~~only upon motion of a defendant and decision by the court, if the court finds~~
 3.28 ~~that the plaintiff's case is sufficiently without basis in fact or law, which may include lack~~
 3.29 ~~of jurisdiction over the case, that~~ if the court makes the following findings: (1) the eviction
 3.30 case court file is no longer a reasonable predictor of future tenant behavior; and (2) the
 3.31 expungement is clearly in the interests of justice and those interests are not outweighed by
 3.32 the public's interest in knowing about the record.

4.1 Sec. 5. Minnesota Statutes 2022, section 484.014, subdivision 3, is amended to read:

4.2 Subd. 3. **Mandatory expungement.** (a) The court shall sua sponte order expungement
4.3 of an eviction case;

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

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

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

4.12 (2) if the defendant prevailed on the merits;

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

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

4.15 (5) three years after the eviction was ordered.

4.16 (b) The court shall order expungement of an eviction case upon motion of a defendant,
4.17 if the case is settled and the defendant fulfills the terms of the settlement.

4.18 Sec. 6. Minnesota Statutes 2022, section 504B.135, is amended to read:

4.19 **504B.135 TERMINATING TENANCY AT WILL.**

4.20 ~~(a)~~ A tenancy at will may be terminated by either party by giving notice in writing. The
4.21 time of the notice must be at least as long as the interval between the time rent is due or
4.22 three months, whichever is less.

4.23 ~~(b) If a tenant neglects or refuses to pay rent due on a tenancy at will, the landlord may~~
4.24 ~~terminate the tenancy by giving the tenant 14 days notice to quit in writing.~~

4.25 Sec. 7. Minnesota Statutes 2022, section 504B.321, subdivision 1, is amended to read:

4.26 Subdivision 1. **Procedure.** (a) To bring an eviction action, the person complaining shall
4.27 file a complaint with the court, stating the full name and date of birth of the person against
4.28 whom the complaint is made, unless it is not known, describing the premises of which
4.29 possession is claimed, stating the facts which authorize the recovery of possession, and
4.30 asking for recovery thereof.

5.1 (b) The lack of the full name and date of birth of the person against whom the complaint
5.2 is made does not deprive the court of jurisdiction or make the complaint invalid.

5.3 (c) The court shall issue a summons, commanding the person against whom the complaint
5.4 is made to appear before the court on a day and at a place stated in the summons.

5.5 (d) The appearance shall be not less than seven nor more than 14 days from the day of
5.6 issuing the summons, except as provided by subdivision 2.

5.7 (e) A copy of the complaint shall be attached to the summons, which shall state that the
5.8 copy is attached and that the original has been filed.

5.9 (f) If applicable, the person filing a complaint must attach a copy of the written notice
5.10 described in subdivision 1a. The court shall dismiss an action without prejudice for failure
5.11 to provide a notice as described in subdivision 1a and grant an expungement of the eviction
5.12 case court file.

5.13 Sec. 8. Minnesota Statutes 2022, section 504B.321, is amended by adding a subdivision
5.14 to read:

5.15 Subd. 1a. **Written notice.** (a) Before bringing an eviction action alleging nonpayment
5.16 of rent, a landlord must provide written notice to the residential tenant specifying the basis
5.17 for a future eviction action.

5.18 (b) For an allegation of nonpayment of rent or other unpaid financial obligations in
5.19 violation of the lease, the landlord must include the following in a written notice:

5.20 (1) the total amount due;

5.21 (2) a specific accounting of the amount of the total due that is comprised of unpaid rents,
5.22 late fees, or other charges under the lease; and

5.23 (3) the name and address of the person authorized to receive rent and fees on behalf of
5.24 the landlord.

5.25 (c) A notice provided under this section must:

5.26 (1) provide a disclaimer that a low-income tenant may be eligible for financial assistance
5.27 from the county;

5.28 (2) provide a description on how to access legal and financial assistance through the
5.29 "Law Help" website at www.lawhelpmn.org and "Minnesota 211" through its website
5.30 www.211unitedway.org or by calling 211; and

6.1 (3) state that the landlord may bring an eviction action following expiration of the 14-day
6.2 notice period if the tenant fails to pay the total amount due or fails to vacate.

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

6.5 (e) If the tenant fails to correct the rent delinquency within 14 days of the delivery or
6.6 mailing of the notice or fails to vacate, the landlord may bring an eviction action under
6.7 subdivision 1 based on the nonpayment of rent.

6.8 (f) Receipt of a notice under this section is an emergency situation under section 256D.06,
6.9 subdivision 2, and Minnesota Rules, chapter 9500. For purposes of chapter 256J and
6.10 Minnesota Rules, chapter 9500, a county agency verifies an emergency situation by receiving
6.11 and reviewing a notice under this section. If a residential tenant applies for financial
6.12 assistance from the county, the landlord must cooperate with the application process by:

6.13 (1) supplying all information and documentation requested by the tenant or the county;
6.14 and

6.15 (2) accepting or placing into escrow partial rent payments where necessary to establish
6.16 a tenant's eligibility for assistance.

6.17 Sec. 9. Minnesota Statutes 2022, section 504B.321, is amended by adding a subdivision
6.18 to read:

6.19 Subd. 3. **Nonpublic record.** An eviction action is not accessible to the public until the
6.20 court enters a final judgment.

6.21 Sec. 10. Minnesota Statutes 2022, section 504B.335, is amended to read:

6.22 **504B.335 ANSWER; TRIAL.**

6.23 (a) At the court appearance specified in the summons, the defendant may answer the
6.24 complaint, and the court shall hear and decide the action, unless it grants a continuance of
6.25 the trial as provided in section 504B.341.

6.26 (b) Either party may demand a trial by jury.

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

6.29 (d) The court, in scheduling appearances and hearings under this section, shall give
6.30 priority to any eviction brought under section 504B.171, or on the basis that the defendant

7.1 is a tenant and is causing a nuisance or seriously endangers the safety of other residents,
7.2 their property, or the landlord's property.

7.3 (e) The court may not require the defendant to pay any amount of money into court, post
7.4 a bond, or by any other means post security for any purpose prior to final disposition of the
7.5 action, except for appeals as provided in section 504B.371.

7.6 Sec. 11. Minnesota Statutes 2022, section 504B.381, subdivision 1, is amended to read:

7.7 Subdivision 1. **Petition.** A person authorized to bring an action under section 504B.395,
7.8 subdivision 1, may petition the court for relief ~~in cases of emergency involving the loss of~~
7.9 ~~running water, hot water, heat, electricity, sanitary facilities, or other essential services or~~
7.10 ~~facilities that the landlord is responsible for providing;~~

7.11 (1) when a unit of government has issued a condemnation order or a notice of intent to
7.12 condemn; or

7.13 (2) in cases of emergency involving the following services and facilities when the landlord
7.14 is responsible for providing them:

7.15 (i) a serious infestation;

7.16 (ii) the loss of running water;

7.17 (iii) the loss of hot water;

7.18 (iv) the loss of heat;

7.19 (v) the loss of electricity;

7.20 (vi) the loss of sanitary facilities;

7.21 (vii) a nonfunctioning refrigerator;

7.22 (viii) if included in the lease, a nonfunctioning air conditioner;

7.23 (ix) if included in the lease, no functioning elevator;

7.24 (x) any conditions, services, or facilities that pose a serious and negative impact on
7.25 health or safety; or

7.26 (xi) other essential services or facilities.

8.1 **ARTICLE 2**8.2 **RENTAL OBLIGATIONS AND COVENANTS**8.3 Section 1. **[504B.120] NONREFUNDABLE TENANT FEE PROHIBITED.**

8.4 Subdivision 1. **Prohibited fees.** Except for actual services rendered for an optional
8.5 service offered by the landlord, a landlord shall not charge a tenant any nonrefundable fee
8.6 in relation to a residential tenancy.

8.7 Subd. 2. **Penalties.** A landlord who violates this section is liable to the residential tenant
8.8 for each unenforceable fee for three times the amount of each fee imposed that was not for
8.9 an actual optional service or \$500, whichever is greater, and the court may award the tenant
8.10 reasonable attorney's fees.

8.11 Sec. 2. Minnesota Statutes 2022, section 504B.161, subdivision 1, is amended to read:

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

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

8.15 (2) to keep the premises in reasonable repair during the term of the lease or license,
8.16 except when the disrepair has been caused by the willful, malicious, or irresponsible conduct
8.17 of the tenant or licensee or a person under the direction or control of the tenant or licensee;

8.18 (3) to make the premises reasonably energy efficient by installing weatherstripping,
8.19 caulking, storm windows, and storm doors when any such measure will result in energy
8.20 procurement cost savings, based on current and projected average residential energy costs
8.21 in Minnesota, that will exceed the cost of implementing that measure, including interest,
8.22 amortized over the ten-year period following the incurring of the cost; ~~and~~

8.23 (4) to maintain the premises in compliance with the applicable health and safety laws
8.24 of the state, and of the local units of government where the premises are located during the
8.25 term of the lease or license, except when violation of the health and safety laws has been
8.26 caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a
8.27 person under the direction or control of the tenant or licensee; and

8.28 (5) to supply or furnish heat at a minimum temperature of at least 68 degrees Fahrenheit,
8.29 measured at a distance of 36 inches above floor level, and not closer than 36 inches from
8.30 any wall from October 1 through April 30.

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

9.1 Sec. 3. **[504B.266] TERMINATION OF LEASE UPON INFIRMITY OF TENANT.**

9.2 Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have
9.3 the meanings given.

9.4 (b) "Authorized representative" means a person acting as an attorney-in-fact under a
9.5 power of attorney under section 523.24 or a court-appointed conservator or guardian under
9.6 chapter 524.

9.7 (c) "Disability" means any condition or characteristic that is a physical, sensory, or
9.8 mental impairment that materially limits one or more major life activity.

9.9 (d) "Medical care facility" means:

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

9.11 (2) hospice care, as defined in section 144A.75, subdivision 8;

9.12 (3) a residential hospice facility, as defined in section 144A.75, subdivision 13;

9.13 (4) boarding care, as licensed under chapter 144 and regulated by the Department of
9.14 Health under Minnesota Rules, chapter 4655;

9.15 (5) a supervised living facility, as licensed under chapter 144;

9.16 (6) a facility providing assisted living, as defined in section 144G.08, subdivision 7;

9.17 (7) an accessible unit, as defined in section 363A.40, subdivision 1, paragraph (b);

9.18 (8) a state facility as defined in section 246.50, subdivision 3;

9.19 (9) a facility providing a foster care for adults program as defined in section 245A.02,
9.20 subdivision 6c; or

9.21 (10) a facility providing intensive residential treatment services under section 245I.23.

9.22 (e) "Medical professional" means:

9.23 (1) a physician who is currently licensed to practice medicine under section 147.02,
9.24 subdivision 1;

9.25 (2) an advanced practice registered nurse, as defined in section 148.171, subdivision 3;
9.26 or

9.27 (3) a mental health professional qualified under section 245I.04, subdivision 2.

9.28 Subd. 2. **Termination of lease upon infirmity of tenant.** (a) A tenant or the authorized
9.29 representative of the tenant may terminate the lease prior to the expiration of the lease in
9.30 the manner provided in subdivision 3 if the tenant or, if there are more than one tenant, all

10.1 the tenants have been found by a medical professional to need to move into a medical care
 10.2 facility and to:

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

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

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

10.10 (b) When a tenant requires an accessible unit as defined in section 363A.40, subdivision
 10.11 1, and the landlord can provide an accessible unit in the same complex where the tenant
 10.12 currently resides that is available within two months of the request, the provisions of this
 10.13 section do not apply and the tenant may not terminate the lease.

10.14 Subd. 3. **Notice.** When the conditions in subdivision 2 have been met, the tenant or the
 10.15 tenant's authorized representative may terminate the lease by providing at least two months'
 10.16 written notice to be effective on the last day of a calendar month. The notice must be either
 10.17 hand-delivered or mailed by postage prepaid, first class mail. The notice must include: (1)
 10.18 a copy of the medical professional's written documentation of the infirmity; and (2)
 10.19 documentation showing that the tenant has been accepted as a resident or has a pending
 10.20 application at a location where the medical professional has indicated that the tenant needs
 10.21 to move. The termination of a lease under this section shall not relieve the eligible tenant
 10.22 from liability either for the payment of rent or other sums owed prior to or during the notice
 10.23 period, or for the payment of amounts necessary to restore the premises to their condition
 10.24 at the commencement of the tenancy, ordinary wear and tear excepted.

10.25 Subd. 4. **Waiver prohibited.** Any waiver of the rights of termination provided by this
 10.26 section, including lease provisions or other agreements that require a longer notice period
 10.27 than those provided for in this section, shall be void and unenforceable.

10.28 Subd. 5. **Other laws.** Nothing in this section affects the rights or remedies available in
 10.29 this chapter or other law, including but not limited to chapter 363A.

10.30 **EFFECTIVE DATE.** This section is effective January 1, 2023, and applies to leases
 10.31 entered into or renewed on or after January 1, 2023. For the purposes of this section, estates
 10.32 at will shall be deemed to be renewed at the commencement of each rental period.