

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
04/02/2024		Comm report: To pass as amended Second reading

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 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.161, subdivision 4, by adding

1.11 subdivisions; 504B.173, subdivision 1; 504B.175, subdivision 1, by adding a

1.12 subdivision; 504B.177; 504B.178, subdivisions 7, 10; 504B.181, by adding a

1.13 subdivision; 504B.185, by adding a subdivision; 504B.195, subdivision 5, by

1.14 adding a subdivision; 504B.204; 504B.205, subdivision 5; 504B.231; 504B.245;

1.15 504B.261; 504B.265, by adding a subdivision; 504B.271, subdivision 2; 504B.285,

1.16 subdivision 2, by adding a subdivision; 504B.315; 504B.365, subdivision 5;

1.17 504B.385, subdivision 11; 504B.391; 504B.441; 504B.471; Minnesota Statutes

1.18 2023 Supplement, sections 504B.321, subdivision 5; 504B.331; 504B.335;

1.19 504B.375, subdivision 1; proposing coding for new law in Minnesota Statutes,

1.20 chapter 504B; repealing Minnesota Statutes 2022, sections 504B.173, subdivisions

1.21 2, 3, 4; 504B.175, subdivisions 2, 3, 4; 504B.195, subdivisions 2, 3, 4; 504B.285,

1.22 subdivisions 3, 4.

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

1.24 Section 1. Minnesota Statutes 2022, section 504B.001, subdivision 5, is amended to read:

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

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

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

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

2.5 Sec. 2. Minnesota Statutes 2022, section 504B.001, subdivision 11, is amended to read:

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

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

2.10 (i) a manufactured home park; or

2.11 (ii) nursing homes under chapter 144A;

2.12 (iii) assisted living under chapter 144G;

2.13 (iv) residences with services under chapter 245D;

2.14 (v) buildings receiving group residential housing chapter 256I; and

2.15 (vi) a sober house under chapter 254B; or

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

2.18 Sec. 3. Minnesota Statutes 2022, section 504B.001, subdivision 14, is amended to read:

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

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

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

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

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

2.28 ~~(3)~~ (5) a violation of an oral or written agreement, lease, or contract for the rental of a
 2.29 dwelling in a building.

3.1 Sec. 4. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision
3.2 to read:

3.3 Subd. 16. **Dwelling.** "Dwelling" means any rental unit in a residential building that is
3.4 intended to be used for occupancy by residential tenants.

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

3.7 Subd. 17. **Rental unit.** "Rental unit" means any building or structure, or portion thereof,
3.8 which is wholly or partly used or intended to be occupied by tenants.

3.9 Sec. 6. Minnesota Statutes 2022, section 504B.101, is amended to read:

3.10 **504B.101 DISTRESS FOR RENT.**

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

3.17 Sec. 7. Minnesota Statutes 2022, section 504B.111, is amended to read:

3.18 **504B.111 WRITTEN LEASE REQUIRED; PENALTY.**

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

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

3.27 Sec. 8. Minnesota Statutes 2022, section 504B.115, subdivision 1, is amended to read:

3.28 **Subdivision 1. Copy of written lease to tenant.** Where there is a written lease, a landlord
3.29 must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease
3.30 agreement. The landlord may obtain a signed and dated receipt, either as a separate document

4.1 or an acknowledgment included in the lease agreement itself, from the tenant acknowledging
 4.2 that the tenant has received a copy of the lease. This signed receipt or acknowledgment is
 4.3 prima facie evidence that the tenant has received a copy of the lease. The landlord must
 4.4 provide the copy of the lease agreement with 14 days of the tenant's written request. The
 4.5 tenant shall recover from the landlord treble actual and consequential damages or \$250,
 4.6 whichever is greater, and reasonable attorney fees, for a violation of this section.

4.7 Sec. 9. Minnesota Statutes 2022, section 504B.116, is amended to read:

4.8 **504B.116 PRORATED RENT REQUIRED.**

4.9 (a) When a lease term for a residential unit ends on a date before the last day of the final
 4.10 month, the amount of rent to be paid for the final month owed for the final month of rent
 4.11 must be prorated at the average daily rate for that month so that the tenant only pays for the
 4.12 actual number of days that occupancy is allowed. This provision applies to all leases,
 4.13 including leases requiring the last month of rent to be paid in advance. Any attempted waiver
 4.14 of this section by a landlord and tenant, by contract or otherwise, shall be void and
 4.15 unenforceable. The tenant shall recover from the landlord treble actual and consequential
 4.16 damages or \$500, whichever is greater, and reasonable attorney fees, for a violation of this
 4.17 section.

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

4.20 Sec. 10. Minnesota Statutes 2022, section 504B.118, is amended to read:

4.21 **504B.118 RECEIPT FOR RENT PAID IN CASH.**

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

4.28 Sec. 11. Minnesota Statutes 2022, section 504B.131, is amended to read:

4.29 **504B.131 RENT LIABILITY; UNINHABITABLE BUILDINGS.**

4.30 A tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit
 4.31 for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender

5.1 such a building. A tenant or occupant may expressly agree otherwise except as prohibited
 5.2 by section 504B.161. The landlord shall offer the tenant a similar rental unit, if available,
 5.3 for the remainder of the tenancy at the same rent. The tenant may accept the new rental unit
 5.4 or may choose to vacate and end the tenancy without liability for any remaining rent under
 5.5 the lease. Any attempted waiver of this section by a landlord and tenant, by contract or
 5.6 otherwise, shall be void and unenforceable. The tenant shall recover from the landlord treble
 5.7 actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney
 5.8 fees, for a violation of this section. This section shall be liberally construed for the protection
 5.9 of tenants.

5.10 Sec. 12. Minnesota Statutes 2022, section 504B.141, is amended to read:

5.11 **504B.141 URBAN REAL ESTATE; HOLDING OVER.**

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

5.19 Sec. 13. Minnesota Statutes 2022, section 504B.145, is amended to read:

5.20 **504B.145 RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.**

5.21 Subdivision 1. Automatic renewal. Notwithstanding the provisions of any residential
 5.22 lease, In order to enforce any automatic renewal clause of a lease of an original term of two
 5.23 months or more which states, in effect, that the term shall be deemed renewed for a specified
 5.24 additional period of time of two months or more unless the tenant gives notice to the landlord
 5.25 of an intention to quit the premises at the expiration of the term due to expire, the landlord
 5.26 must give notice to the tenant as provided in this section. The notice must be in writing and
 5.27 direct the tenant's attention to the automatic renewal provision of the lease. the notice must
 5.28 be served personally or mailed by certified mail at least 15 days, but not more than 30 days
 5.29 prior to the time that the tenant is required to furnish notice of an intention to quit.

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

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

6.6 Sec. 14. Minnesota Statutes 2022, section 504B.151, subdivision 1, is amended to read:

6.7 Subdivision 1. **Limitation on lease and notice to tenant.** (a) Once a landlord has
 6.8 received notice of a contract for deed cancellation under section 559.21 or notice of a
 6.9 mortgage foreclosure sale under chapter 580 or 582, or summons and complaint under
 6.10 chapter 581, the landlord may only enter into (i) a periodic residential lease agreement with
 6.11 a term of not more than two months or the time remaining in the contract cancellation period
 6.12 or the mortgagor's redemption period, whichever is less or (ii) a fixed term residential
 6.13 tenancy not extending beyond the cancellation period or the landlord's period of redemption
 6.14 until:

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

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

6.17 (3) the mortgage has been satisfied;

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

6.19 (5) a receiver has been appointed.

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

6.25 (c) This section does not apply to a manufactured home park as defined in section
 6.26 327C.015, subdivision 8.

6.27 ~~(d) A landlord who violates the requirements in this subdivision is liable to the lessee~~
 6.28 ~~for a civil penalty of \$500~~ Any attempted waiver of this section by a landlord and tenant,
 6.29 by contract or otherwise, shall be void and unenforceable. The tenant shall recover from
 6.30 the landlord treble actual and consequential damages or \$1,000, whichever is greater, and
 6.31 reasonable attorney fees, for a violation of this section, unless the landlord falls under the

7.1 exception in subdivision 2. The remedy provided under this paragraph is in addition to and
7.2 shall not limit other rights or remedies available to landlords and tenants.

7.3 Sec. 15. Minnesota Statutes 2022, section 504B.161, subdivision 4, is amended to read:

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

7.8 Sec. 16. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
7.9 to read:

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

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

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

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

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

7.25 (5) correction of violations by the landlord;

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

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

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

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

8.3 Sec. 17. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
 8.4 to read:

8.5 Subd. 8. **Enforcement.** A residential tenant may enforce the provisions of this section
 8.6 in actions under sections 504B.281 to 504B.371, 504B.381, 504B.385, and 504B.395 to
 8.7 504B.471, and other civil actions.

8.8 Sec. 18. **[504B.163] RETALIATION PROHIBITED.**

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

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

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

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

8.16 (2) calling for police or emergency assistance;

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

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

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

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

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

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

8.29 (1) filing an eviction;

8.30 (2) increasing the rent due;

9.1 (3) terminating or nonrenewing a tenancy;

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

9.3 (5) decreasing services to a tenant;

9.4 (6) altering an existing rental agreement;

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

9.6 (8) threatening retaliatory conduct.

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

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

9.14 (1) the tenant asserted a right;

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

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

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

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

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

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

10.3 Subd. 7. **Right to cure material breach.** Notwithstanding sections 504B.281 to
 10.4 504B.371, in any eviction proceeding where the landlord asserts a material breach of the
 10.5 lease and the tenant has asserted retaliation as a defense, if the court finds that the landlord's
 10.6 action was not retaliatory, the court shall issue an order in favor of the landlord for costs.
 10.7 The court shall order the tenant to come into compliance with the lease within 30 days. If
 10.8 the tenant fails to come into lease compliance within 30 days, the landlord may, upon a
 10.9 showing to the court that three days' written notice was given to the resident, move the court
 10.10 for a writ of recovery to recover possession.

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

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

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

10.18 Sec. 19. Minnesota Statutes 2022, section 504B.173, subdivision 1, is amended to read:

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

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

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

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

11.1 Sec. 20. Minnesota Statutes 2022, section 504B.175, subdivision 1, is amended to read:

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

11.7 Sec. 21. Minnesota Statutes 2022, section 504B.175, is amended by adding a subdivision
 11.8 to read:

11.9 Subd. 2a. **Prohibition.** Prelease deposits are prohibited. Any attempted waiver of this
 11.10 section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.
 11.11 The tenant shall recover from the landlord treble actual and consequential damages or
 11.12 \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section,
 11.13 and at the tenant's option, full rescission of the lease and recovery of any damage deposit
 11.14 less any amount retained under section 504B.178.

11.15 Sec. 22. Minnesota Statutes 2022, section 504B.177, is amended to read:

11.16 **504B.177 LATE FEES.**

11.17 (a) A landlord of a residential building may not charge a late fee if the rent is paid after
 11.18 the due date, unless the tenant and landlord have agreed in writing that a late fee may be
 11.19 imposed. The agreement must specify when the late fee will be imposed. In no case may
 11.20 the late fee exceed eight percent of the overdue rent payment. Any late fee charged or
 11.21 collected is not considered to be either interest or liquidated damages. For purposes of this
 11.22 paragraph, the "due date" does not include a date, earlier than the date contained in the
 11.23 written or oral lease by which, if the rent is paid, the tenant earns a discount.

11.24 (b) Notwithstanding paragraph (a), if a federal statute, regulation, or handbook permitting
 11.25 late fees for a tenancy subsidized under a federal program conflicts with paragraph (a), then
 11.26 the landlord may publish and implement a late payment fee schedule that complies with the
 11.27 federal statute, regulation, or handbook.

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

12.1 Sec. 23. Minnesota Statutes 2022, section 504B.178, subdivision 7, is amended to read:

12.2 Subd. 7. **Bad faith retention.** The bad faith retention by a landlord of a deposit, the
 12.3 interest thereon, or any portion thereof, in violation of this section shall subject the landlord
 12.4 to punitive damages not to exceed ~~\$500~~ \$750 for each deposit in addition to the damages
 12.5 provided in subdivision 4 and reasonable attorney fees. If the landlord has failed to comply
 12.6 with the provisions of ~~subdivision~~ subdivisions 3 or and 5, retention of a deposit shall be
 12.7 presumed to be in bad faith unless the landlord returns the deposit within two weeks after
 12.8 the commencement of any action for the recovery of the deposit.

12.9 Sec. 24. Minnesota Statutes 2022, section 504B.178, subdivision 10, is amended to read:

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

12.13 Sec. 25. Minnesota Statutes 2022, section 504B.181, is amended by adding a subdivision
 12.14 to read:

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

12.20 Sec. 26. Minnesota Statutes 2022, section 504B.185, is amended by adding a subdivision
 12.21 to read:

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

12.27 Sec. 27. Minnesota Statutes 2022, section 504B.195, is amended by adding a subdivision
 12.28 to read:

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

13.1 Sec. 28. Minnesota Statutes 2022, section 504B.195, subdivision 5, is amended to read:

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

13.8 Sec. 29. Minnesota Statutes 2022, section 504B.204, is amended to read:

13.9 **504B.204 ACTION FOR RENTAL OF CONDEMNED RESIDENTIAL PREMISES.**

13.10 (a) A landlord, agent, or person acting under the landlord's direction or control may not
 13.11 accept rent or a security deposit for residential rental property from a tenant after the leased
 13.12 premises have been condemned or declared unfit for human habitation by the applicable
 13.13 state or local authority, if the tenancy commenced after the premises were condemned or
 13.14 declared unfit for human habitation. If a landlord, agent, or a person acting under the
 13.15 landlord's direction or control violates this section, the landlord is liable to the tenant for
 13.16 actual damages and an amount equal to three times the amount of all money collected from
 13.17 the tenant after date of condemnation or declaration, plus costs and attorney fees. A violation
 13.18 of this section violates section 504B.161. This section shall be liberally construed for the
 13.19 protection of tenants.

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

13.24 Sec. 30. Minnesota Statutes 2022, section 504B.205, subdivision 5, is amended to read:

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

14.1 Sec. 31. Minnesota Statutes 2022, section 504B.231, is amended to read:

14.2 **504B.231 DAMAGES FOR OUSTER.**

14.3 (a) If a landlord, an agent, or other person acting under the landlord's direction or control
 14.4 ~~unlawfully and in bad faith~~ removes, excludes, or forcibly keeps out a tenant from residential
 14.5 premises, the tenant ~~may~~ shall recover from the landlord actual and consequential damages,
 14.6 the greater of treble actual and consequential damages or \$500, whichever is greater, \$1,000,
 14.7 and reasonable attorney's attorney fees, and at the tenant's option, full rescission of the lease
 14.8 and recovery of any damage deposit less any amount retained under section 504B.178. A
 14.9 landlord may not charge or collect rent for a month where the landlord has violated this
 14.10 section. A violation of this section by the landlord is a violation of section 504B.161.

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

14.19 Sec. 32. Minnesota Statutes 2022, section 504B.245, is amended to read:

14.20 **504B.245 TENANT REPORT; REMEDIES.**

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

14.24 (b) The attorney general may require tenant screening agencies to demonstrate compliance
 14.25 with section 504B.241. A tenant screening agency shall demonstrate compliance with section
 14.26 504B.241 within one week of a request by the attorney general. The remedies provided in
 14.27 section 8.31 apply to a violation of section 504B.241. A residential tenant screening service
 14.28 or landlord in compliance with the provisions of the Fair Credit Reporting Act, United States
 14.29 Code, title 15, section 1681, et seq., is considered to be in compliance with section 504B.241.

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

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

15.1 Sec. 33. Minnesota Statutes 2022, section 504B.261, is amended to read:

15.2 **504B.261 PETS IN SUBSIDIZED DISABILITY ACCESSIBLE RENTAL**
 15.3 **HOUSING UNITS.**

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

15.19 Sec. 34. Minnesota Statutes 2022, section 504B.265, is amended by adding a subdivision
 15.20 to read:

15.21 Subd. 5. Remedies. The personal representative of the tenant's estate shall recover from
 15.22 the landlord treble actual and constructive damages or \$500, whichever is greater, and
 15.23 reasonable attorney fees, for a violation of this section. This section shall be liberally
 15.24 construed for the protection of tenants.

15.25 Sec. 35. Minnesota Statutes 2022, section 504B.271, subdivision 2, is amended to read:

15.26 Subd. 2. ~~Landlord's punitive Damages.~~ If a landlord, an agent, or other person acting
 15.27 under the landlord's direction or control, in possession of a tenant's personal property, fails
 15.28 to allow the tenant to retake possession of the property within 24 hours after written demand
 15.29 by the tenant or the tenant's duly authorized representative or within 48 hours, exclusive of
 15.30 weekends and holidays, after written demand by the tenant or a duly authorized representative
 15.31 when the landlord, the landlord's agent or person acting under the landlord's direction or
 15.32 control has removed and stored the personal property in accordance with subdivision 1 in
 15.33 a location other than the premises, the tenant shall recover from the landlord ~~punitive~~

16.1 ~~damages in an amount not to exceed twice the actual damages or \$1,000, whichever is~~
 16.2 ~~greater, in addition to actual damages, treble actual and consequential damages or \$1,000,~~
 16.3 ~~whichever is greater, and reasonable attorney's attorney fees.~~

16.4 In determining the amount of punitive damages the court shall consider (1) the nature
 16.5 and value of the property; (2) the effect the deprivation of the property has had on the tenant;
 16.6 (3) if the landlord, an agent, or other person acting under the landlord's direction or control
 16.7 unlawfully took possession of the tenant's property; and (4) if the landlord, an agent, or
 16.8 other person under the landlord's direction or control acted in bad faith in failing to allow
 16.9 the tenant to retake possession of the property.

16.10 The provisions of this subdivision do not apply to personal property which has been
 16.11 sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords
 16.12 who are housing authorities, created, or authorized to be created by sections 469.001 to
 16.13 469.047, and their agents and employees, in possession of a tenant's personal property,
 16.14 except that housing authorities must allow the tenant to retake possession of the property
 16.15 in accordance with this subdivision.

16.16 Sec. 36. **[504B.276] LIMITATION ON CLAIM PRECLUSION.**

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

16.20 Sec. 37. Minnesota Statutes 2022, section 504B.285, subdivision 2, is amended to read:

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

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

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

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

17.4 Sec. 38. Minnesota Statutes 2022, section 504B.285, is amended by adding a subdivision
17.5 to read:

17.6 Subd. 3a. **Damages.** The tenant shall recover from the landlord treble actual and
17.7 consequential damages or \$1,000, whichever is greater, and reasonable attorney fees, for a
17.8 violation of subdivisions 2 and 3.

17.9 Sec. 39. Minnesota Statutes 2022, section 504B.315, is amended to read:

17.10 **504B.315 RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.**

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

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

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

17.25 Sec. 40. Minnesota Statutes 2023 Supplement, section 504B.321, subdivision 5, is amended
17.26 to read:

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

18.1 Sec. 41. Minnesota Statutes 2023 Supplement, section 504B.331, is amended to read:

18.2 **504B.331 SUMMONS; HOW SERVED.**

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

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

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

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

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

18.14 (d) Where the defendant cannot be found in the county, service of the summons and
18.15 complaint may be made upon the defendant by posting the summons in a conspicuous place
18.16 on the property for not less than one week if:

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

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

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

18.22 (2) the plaintiff or the plaintiff's attorney has signed and filed with the court an affidavit
18.23 stating that:

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

18.26 (ii) a copy of the summons has been mailed to the defendant at the defendant's last known
18.27 address if any is known to the plaintiff; or

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

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

19.3 (f) A plaintiff and its agents must strictly comply with this section. The tenant shall
19.4 recover from the landlord treble damages or \$250, whichever is greater and reasonable
19.5 attorney fees for a violation of this section. The court must dismiss and expunge the record
19.6 of any action if the person bringing the action fails to comply with this section and may not
19.7 waive the filing fee for the plaintiff to file another action.

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

19.11 Sec. 42. Minnesota Statutes 2023 Supplement, section 504B.335, is amended to read:

19.12 **504B.335 ANSWER; TRIAL.**

19.13 (a) ~~At the court appearance specified in the summons,~~ The defendant may answer the
19.14 complaint orally or in writing. The defendant may assert common law defenses and violations
19.15 of this chapter as defenses and counterclaims. When scheduling a trial date, the court must
19.16 select a date that allows for a fair, thorough, and timely adjudication of the merits of the
19.17 case, including the complexity of the matter, the need for the parties to obtain discovery,
19.18 the need for the parties to ensure the presence of witnesses, the opportunity for the defendant
19.19 to seek legal counsel and raise affirmative defenses, and any extenuating factors enumerated
19.20 under section 504B.171.

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

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

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

19.28 (e) The court may not require the defendant to pay any amount of money into court, post
19.29 a bond, make a payment directly to a landlord, or by any other means post security for any
19.30 purpose prior to final disposition of an action, except if the final disposition of the action
19.31 may be delayed for more than ten days, the court may order the defendant to provide security
19.32 in a form and amount that the court approves, based on the totality of the circumstances,
19.33 provided that the amount of security may not include any amounts allegedly owed prior to

20.1 the date of filing of the action and may not exceed the amount of the monthly or periodic
 20.2 rent that accrues during the pendency of the action. Nothing in this paragraph shall affect
 20.3 an appeal bond under section 504B.371, subdivision 3.

20.4 Sec. 43. Minnesota Statutes 2022, section 504B.365, subdivision 5, is amended to read:

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

20.13 Sec. 44. Minnesota Statutes 2023 Supplement, section 504B.375, subdivision 1, is amended
 20.14 to read:

20.15 Subdivision 1. **Unlawful exclusion or removal.** (a) This section applies to actual or
 20.16 constructive removal or exclusion of a residential tenant which may include the termination
 20.17 of utilities or the removal of doors, windows, or locks. A residential tenant to whom this
 20.18 section applies may recover possession of the premises as described in paragraphs (b) to
 20.19 (e).

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

20.22 (1) describes the premises and the landlord;

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

20.27 (3) asks for possession.

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

20.31 (c) If it clearly appears from the specific grounds and facts stated in the verified petition
 20.32 or by separate affidavit of the residential tenant or the residential tenant's attorney or agent

21.1 that the exclusion or removal was unlawful, the court shall immediately order that the
21.2 residential tenant have possession of the premises.

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

21.8 (e) The court shall direct the order to the sheriff of the county in which the premises are
21.9 located and the sheriff shall execute the order immediately by making a demand for
21.10 possession on the landlord, if found, or the landlord's agent or other person in charge of the
21.11 premises. If the landlord fails to comply with the demand, the officer shall take whatever
21.12 assistance may be necessary and immediately place the residential tenant in possession of
21.13 the premises. If the landlord, the landlord's agent, or other person in control of the premises
21.14 cannot be found and if there is no person in charge, the officer shall immediately enter into
21.15 and place the residential tenant in possession of the premises. The officer shall also serve
21.16 the order and verified petition or affidavit immediately upon the landlord or agent, in the
21.17 same manner as a summons is required to be served in a civil action in district court.

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

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

21.23 Sec. 45. Minnesota Statutes 2022, section 504B.385, subdivision 11, is amended to read:

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

22.1 Sec. 46. Minnesota Statutes 2022, section 504B.391, is amended to read:

22.2 **504B.391 VIOLATIONS OF BUILDING REPAIR ORDERS.**

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

22.6 (1) \$250 fine and \$250 in damages for the first failure to comply;

22.7 (2) \$500 fine and \$500 in damages for the second failure to comply with an order
22.8 regarding the same violation; and

22.9 (3) ~~\$750~~ \$1,000 fine and \$1,000 in damages for the third and each subsequent failure
22.10 to comply with an order regarding the same violation.

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

22.16 Sec. 47. Minnesota Statutes 2022, section 504B.441, is amended to read:

22.17 **504B.441 RESIDENTIAL TENANT MAY NOT BE PENALIZED FOR**
22.18 **COMPLAINT.**

22.19 A residential tenant may not be evicted, nor may the residential tenant's obligations
22.20 under a lease be increased or the services decreased, if the eviction or increase of obligations
22.21 or decrease of services is ~~intended as a penalty for the residential tenant's or housing-related~~
22.22 ~~neighborhood organization's complaint of a violation. The burden of proving otherwise is~~
22.23 ~~on the landlord if the eviction or increase of obligations or decrease of services occurs within~~
22.24 ~~90 days after filing the complaint, unless the court finds that the complaint was not made~~
22.25 ~~in good faith. After 90 days the burden of proof is on the residential tenant.~~ retaliatory in
22.26 violation of section 504B.163.

22.27 Sec. 48. Minnesota Statutes 2022, section 504B.471, is amended to read:

22.28 **504B.471 PURPOSE TO PROVIDE ADDITIONAL REMEDIES.**

22.29 The purpose of ~~section~~ sections 504B.381, 504B.385, and ~~sections~~ 504B.395 to 504B.471
22.30 is to provide additional remedies and nothing contained in those sections alters the ultimate

23.1 financial liability of the landlord or residential tenant for repairs or maintenance of the
23.2 building. These sections shall be liberally construed for the protection of tenants.

23.3 Sec. 49. **REPEALER.**

23.4 Minnesota Statutes 2022, sections 504B.173, subdivisions 2, 3, and 4; 504B.175,
23.5 subdivisions 2, 3, and 4; 504B.195, subdivisions 2, 3, and 4; and 504B.285, subdivisions 3
23.6 and 4, are repealed.

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.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;

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(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.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.