Sec. 3. **EFFECTIVE DATE.**

Section 1 takes effect the day after final enactment. Section 2 is effective the day after the certificate of approval of the Minneapolis park and recreation board is filed in compliance with Minnesota Statutes, section 645.021, subdivision 3.

Presented to the governor May 20, 1999

Signed by the governor May 24, 1999, 10:02 a.m.

CHAPTER 199—H.F.No. 2425

An act relating to landlord and tenant; recodifying the landlord and tenant law; amending Minnesota Statutes 1998, sections 72A.20, subdivision 23; 82.24, subdivision 7; 144.9504, subdivision 7; 144A.13, subdivision 2; 144D.06; 216C.30, subdivision 5; 299C.67, subdivisions 5 and 7; 299C.69; 327C.02, subdivision 2a; 327C.03, subdivision 4; 327C.10, subdivision 1; 327C.11, subdivision 1; 363.033; 462A.05, subdivision 15; 462C.05, subdivision 8; 469.156; 471A.03, subdivision 6; 481.02, subdivision 3; 484.013, subdivision 2; 487.17; 487.24; 488A.01, subdivisions 4a and 5; 488A.11; 488A.18, subdivisions 4 and 6; 491A.01, subdivision 9; 514.977; 515B.3–116; 515B.4–111; 576.01, subdivision 2; 609.33, subdivision 6; and 609.5317, subdivision 1; proposing coding for new law as Minnesota Statutes, chapter 504B; repealing Laws 1998, chapter 253, sections 1 to 79.

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

ARTICLE 1

LANDLORD AND TENANT

Section 1. **[504B.001] DEFINITIONS.**

Subdivision 1. **APPLICABILITY.** For the purposes of this chapter, the terms defined in this section have the meanings given them.

Subd. 2. **CONTROLLED SUBSTANCE.** "Controlled substance" means a drug, substance, or immediate precursor in Schedules I through V of section 152.02. The term does not include distilled spirits, wine, malt beverages, intoxicating liquors, or tobacco.

Subd. 3. **DISTRESS FOR RENT.** "Distress for rent" means the act of a landlord seizing personal property of the tenant or other person to enforce payment of rent.

Subd. 4. **EVICT OR EVICTION.** "Evict" or "eviction" means a summary court proceeding to remove a tenant or occupant from or otherwise recover possession of real property by the process of law set out in this chapter.

Subd. 5. **HOUSING–RELATED NEIGHBORHOOD ORGANIZATION.** "Housing–related neighborhood organization" means a nonprofit corporation incorporated under chapter 317A that:

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

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

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

Subd. 6. **INSPECTOR.** "Inspector" means the person charged by the governing body of the political subdivision in which a residential building is situated, with the responsibility of enforcing provisions of local law, the breach of which could constitute a violation as defined in subdivision 14, clause (1). If there is no such person, "inspector" means the county agent of a board of health as authorized under section 145A.04 or the chair of the board of county commissioners, and in the case of a manufactured home park, the state department of health or its designee.

Subd. 7. **LANDLORD.** "Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.

Subd. 8. **LEASE.** "Lease" means an oral or written agreement creating a tenancy in real property.

Subd. 9. **LICENSE.** "License" means a personal privilege to do a particular act or series of acts on real property without possessing any estate or interest in real property. It may be created in writing or orally.

Subd. 10. **PERSON.** "Person" means a natural person, corporation, limited liability company, partnership, joint enterprise, or unincorporated association.

Subd. 11. **RESIDENTIAL BUILDING.** "Residential building" means:

(1) a building used in whole or in part as a dwelling, including single–family homes, multiple–family units such as apartments, and structures containing both dwelling units and units used for nondwelling purposes, and includes a manufactured home park; or

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

Subd. 12. **RESIDENTIAL TENANT.** "Residential tenant" means a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, all other regular occupants of that dwelling unit, or a resident of a manufactured home park.

Subd. 13. **TENANCY AT WILL.** "Tenancy at will" means a tenancy in which the tenant holds possession by permission of the landlord but without a fixed ending date.

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

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

(2) a violation of any of the covenants set forth in section 13, subdivision 1, clauses (1) or (2), or in section 15, subdivision 1; or

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

Subd. 15. **WRIT OF RECOVERY OF PREMISES AND ORDER TO VACATE.** "Writ of recovery of premises and order to vacate" means the writ set out in section 52.

LEASING AND RENT

Sec. 2. **[504B.101] DISTRESS FOR RENT.**

The remedy of distress for rent is abolished.

Sec. 3. **[504B.111] WRITTEN LEASE REQUIRED; PENALTY.**

A landlord of a residential building with 12 or more residential units must have a written lease for each unit rented to a residential tenant. Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask for the tenant's full name and date of birth on the lease and application. A landlord who fails to provide a lease, as required under this section, is guilty of a petty misdemeanor.

Sec. 4. **[504B.115] TENANT TO BE GIVEN COPY OF LEASE.**

Subdivision 1. **COPY OF WRITTEN LEASE TO TENANT.** Where there is a written lease, a landlord must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease agreement. The landlord may obtain a signed and dated receipt, either as a separate document or an acknowledgment included in the lease agreement itself, from the tenant acknowledging that the tenant has received a copy of the lease. This signed receipt or acknowledgment is prima facie evidence that the tenant has received a copy of the lease.

Subd. 2. **LEGAL ACTION TO ENFORCE LEASE.** In any legal action to enforce a written lease, except for nonpayment of rent, disturbing the peace, malicious destruction of property, or a violation of section 15, it is a defense for the tenant to prove that the landlord failed to comply with subdivision 1. This defense may be overcome if the landlord proves that the tenant had actual knowledge of the term or terms of the lease upon which any legal action is based.

Sec. 5. **[504B.121] TENANT MAY NOT DENY TITLE; EXCEPTION.**

A tenant in possession of real property under a lawful lease may not deny the landlord's title in an action brought by the landlord to recover possession of the property. This prohibition does not apply to a tenant who, prior to entering into the lease, possessed the property under a claim of title that was adverse or hostile to that of the landlord.

Sec. 6. **[504B.125] PERSON IN POSSESSION LIABLE FOR RENT; EVIDENCE.**

Every person in possession of land out of which any rent is due, whether it was originally demised in fee, or for any other estate of freehold or for any term of years, shall be liable for the amount or proportion of rent due from the land in possession, although it be

only a part of the land originally demised. Such rent may be recovered in a civil action, and the deed, demise, or other instrument showing the provisions of the lease may be used in evidence by either party to prove the amount due from the defendant. Nothing herein contained shall deprive landlords of any other legal remedy for the recovery of rent, whether secured to them by their leases or provided by law.

Sec. 7. **[504B.131] RENT LIABILITY; UNINHABITABLE BUILDINGS.**

A tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender such a building. A tenant or occupant may expressly agree otherwise except as prohibited by section 13.

Sec. 8. **[504B.135] TERMINATING TENANCY AT WILL.**

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

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

Sec. 9. **[504B.141] URBAN REAL ESTATE; HOLDING OVER.**

When a tenant of urban real estate, or any interest therein, holds over and retains possession after expiration of the lease without the landlord's express agreement, no tenancy for any period other than the shortest interval between the times of payment of rent under the terms of the expired lease shall be implied.

Sec. 10. **[504B.145] RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.**

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

Sec. 11. **[504B.151] RESTRICTION ON RESIDENTIAL LEASE TERMS FOR BUILDINGS IN FINANCIAL DISTRESS.**

Once a landlord has received notice of a contract for deed cancellation under section 559.21 or notice of a mortgage foreclosure sale under chapter 580 or 582, the landlord may enter into a periodic residential lease agreement with a term of two months or less or a fixed term residential tenancy not extending beyond the cancellation period or the landlord's period of redemption until:

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

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

(3) the mortgage has been satisfied;

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

(5) a receiver has been appointed.

This section does not apply to a manufactured home park as defined in section 327C.01, subdivision 5.

OBLIGATIONS AND COVENANTS

Sec. 12. **[504B.155] TENANT MUST GIVE COLD WEATHER NOTICE BEFORE VACATION OF BUILDING.**

Except upon the termination of the tenancy, a tenant who, between November 15 and April 15, removes from, abandons, or vacates a building or any part thereof that contains plumbing, water, steam, or other pipes liable to injury from freezing, without first giving to the landlord three days' notice of intention so to remove is guilty of a misdemeanor.

Sec. 13. **[504B.161] COVENANTS OF LANDLORD OR LICENSOR.**

Subdivision 1. **REQUIREMENTS.** In every lease or license of residential premises, the landlord or licensor covenants:

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

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

(3) to maintain the premises in compliance with the applicable health and safety laws of the state, including the weatherstripping, caulking, storm window, and storm door energy efficiency standards for renter-occupied residences prescribed by section 216C.27, subdivisions 1 and 3, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee.

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

Subd. 2. **TENANT MAINTENANCE.** The landlord or licensor may agree with the tenant or licensee that the tenant or licensee is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises.

Subd. 3. **LIBERAL CONSTRUCTION.** This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established in this section.

Subd. 4. **COVENANTS ARE IN ADDITION.** The covenants contained in this section are in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. **INJURY TO THIRD PARTIES.** Nothing in this section shall be construed to alter the liability of the landlord or licensor of residential premises for injury to third parties.

Subd. 6. **APPLICATION.** The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

Sec. 14. **[504B.165] UNLAWFUL DESTRUCTION; DAMAGES.**

(a) An action may be brought for willful and malicious destruction of leased residential rental property. The prevailing party may recover actual damages, costs, and reasonable attorney fees, as well as other equitable relief as determined by the court.

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

Sec. 15. **[504B.171] COVENANT OF LANDLORD AND TENANT NOT TO ALLOW UNLAWFUL ACTIVITIES.**

Subdivision 1. **TERMS OF COVENANT.** In every lease or license of residential premises, whether in writing or parol, the landlord or licensor and the tenant or licensee covenant that:

(1) neither will:

(i) unlawfully allow controlled substances in those premises or in the common area and curtilage of the premises;

(ii) allow prostitution or prostitution–related activity as defined in section 617.80, subdivision 4, to occur on the premises or in the common area and curtilage of the premises;

(iii) allow the unlawful use or possession of a firearm in violation of section 609.66, subdivision 1a, 609.67, or 624.713, on the premises or in the common area and curtilage of the premises; or

(iv) allow stolen property or property obtained by robbery in those premises or in the common area and curtilage of the premises; and

(2) the common area and curtilage of the premises will not be used by either the landlord or licensor or the tenant or licensee or others acting under the control of either to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or possess a controlled substance in violation of any criminal provision of chapter 152. The covenant is not violated when a person other than the landlord or licensor or the tenant or licensee possesses or allows controlled substances in the premises, common area, or curtilage, unless the landlord or licensor or the tenant or licensee knew or had reason to know of that activity.

Subd. 2. **BREACH VOIDS RIGHT TO POSSESSION.** A breach of the covenant created by subdivision 1 voids the tenant's or licensee's right to possession of the residen-

tial premises. All other provisions of the lease or license, including but not limited to the obligation to pay rent, remain in effect until the lease is terminated by the terms of the lease or operation of law. If the tenant or licensee breaches the covenant created by subdivision 1, the landlord may bring, or assign to the county attorney of the county in which the residential premises are located, the right to bring an eviction action against the tenant or licensee. The assignment must be in writing on a form provided by the county attorney, and the county attorney may determine whether to accept the assignment. If the county attorney accepts the assignment of the landlord's right to bring an eviction action:

(1) any court filing fee that would otherwise be required in an eviction action is waived; and

(2) the landlord retains all the rights and duties, including removal of the tenant's or licensee's personal property, following issuance of the writ of recovery of premises and order to vacate and delivery of the writ to the sheriff for execution.

Subd. 3. **WAIVER NOT ALLOWED.** The parties to a lease or license of residential premises may not waive or modify the covenant imposed by this section.

Sec. 16. **[504B.178] INTEREST ON SECURITY DEPOSITS; WITHHOLDING SECURITY DEPOSITS; DAMAGES; LIMIT ON WITHHOLDING LAST MONTH'S RENT.**

Subdivision 1. **APPLICABILITY.** Any deposit of money, the function of which is to secure the performance of a residential rental agreement or any part of such an agreement, other than a deposit which is exclusively an advance payment of rent, shall be governed by the provisions of this section.

Subd. 2. **INTEREST.** Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.17, subdivision 7, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple noncompounded interest at the rate of three percent per annum until May 1, 2001, and four percent per annum thereafter, computed from the first day of the next month following the full payment of the deposit to the last day of the month in which the landlord, in good faith, complies with the requirements of subdivision 3 or to the date upon which judgment is entered in any civil action involving the landlord's liability for the deposit, whichever date is earlier. Any interest amount less than $1 shall be excluded from the provisions of this section.

Subd. 3. **RETURN OF SECURITY DEPOSIT.** (a) Every landlord shall:

(1) within three weeks after termination of the tenancy; or

(2) within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof.

(b) It shall be sufficient compliance with the time requirement of this subdivision if the deposit or written statement required by this subdivision is placed in the United States

mail as first class mail, postage prepaid, in an envelope with a proper return address, correctly addressed according to the mailing address or delivery instructions furnished by the tenant, within the time required by this subdivision. The landlord may withhold from the deposit only amounts reasonably necessary:

(1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or

(2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

(c) In any action concerning the deposit, the burden of proving, by a fair preponderance of the evidence, the reason for withholding all or any portion of the deposit shall be on the landlord.

Subd. 4. **DAMAGES.** Any landlord who fails to:

(1) provide a written statement within three weeks of termination of the tenancy;

(2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant; or

(3) transfer or return a deposit as required by subdivision 5,

after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is liable to the tenant for damages in an amount equal to the portion of the deposit withheld by the landlord and interest thereon as provided in subdivision 2, as a penalty, in addition to the portion of the deposit wrongfully withheld by the landlord and interest thereon.

Subd. 5. **RETURN OF DEPOSIT.** Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within 60 days of termination of the interest or when the successor in interest is required to return or otherwise account for the deposit to the tenant, whichever occurs first, do one of the following acts, either of which shall relieve the landlord or agent of further liability with respect to such deposit:

(1) transfer the deposit, or any remainder after any lawful deductions made under subdivision 3, with interest thereon as provided in subdivision 2, to the landlord's successor in interest and thereafter notify the tenant of the transfer and of the transferee's name and address; or

(2) return the deposit, or any remainder after any lawful deductions made under subdivision 3, with interest thereon as provided in subdivision 2, to the tenant.

Subd. 6. **SUCCESSOR IN INTEREST.** Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord's successor in interest shall have all of the rights and obligations of the landlord with respect to the deposit, except that if tenant does not object to the stated amount within 20 days after written notice to tenant of the amount of deposit being transferred or assumed, the obligation of the landlord's successor to return the deposit shall be

limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7. **BAD FAITH RETENTION.** The bad faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed $200 for each deposit in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in bad faith unless the landlord returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 8. **WITHHOLDING RENT.** No tenant may withhold payment of all or any portion of rent for the last payment period of a residential rental agreement, except an oral or written month to month residential rental agreement concerning which neither the tenant nor landlord has served a notice to quit, on the grounds that the deposit should serve as payment for the rent. Withholding all or any portion of rent for the last payment period of the residential rental agreement creates a rebuttable presumption that the tenant withheld the last payment on the grounds that the deposit should serve as payment for the rent. Any tenant who remains in violation of this subdivision after written demand and notice of this subdivision shall be liable to the landlord for the following:

(1) a penalty in an amount equal to the portion of the deposit which the landlord is entitled to withhold under subdivision 3 other than to remedy the tenant's default in the payment of rent; and

(2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 9. **ACTION TO RECOVER DEPOSIT.** An action, including an action in conciliation court, for the recovery of a deposit on rental property may be brought in the county where the rental property is located, or at the option of the tenant, in the county of the landlord's residence.

Subd. 10. **WAIVER.** Any attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.

Subd. 11. **TENANCIES AFTER JULY 1, 1973.** The provisions of this section shall apply only to tenancies commencing or renewed on or after July 1, 1973. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

Sec. 17. **[504B.181] LANDLORD OR AGENT DISCLOSURE.**

Subdivision 1. **DISCLOSURE TO TENANT.** There shall be disclosed to the residential tenant either in the rental agreement or otherwise in writing prior to commencement of the tenancy the name and address of:

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

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

Subd. 2. **POSTING OF NOTICE.** (a) A printed or typewritten notice containing the information which must be disclosed under subdivision 1 shall be placed in a conspic-

uous place on the premises. This subdivision is complied with if notices posted in compliance with other statutes or ordinances contain the information required by this section.

(b) Unless the landlord is required to post a notice by section 471.9995, the landlord shall also place a notice in a conspicuous place on the property that states that a copy of the statement required by section 36 is available from the attorney general to any residential tenant upon request.

Subd. 3. **SERVICE OF PROCESS.** If subdivisions 1 and 2 have not been complied with and a person desiring to make service of process upon or give a notice or demand to the landlord does not know the name and address of the landlord or the landlord's agent, as that term is used in subdivision 1, then a caretaker or manager of the premises or an individual to whom rental payments for the premises are made shall be deemed to be an agent authorized to accept service of process and receive and give receipt for notices and demands on behalf of the landlord. In case of service of process upon or receipt of notice or demand by a person who is deemed to be an agent pursuant to this subdivision, this person shall give the process, notice, or demand, or a copy thereof, to the landlord personally or shall send it by certified mail, return receipt requested, to the landlord at the landlord's last known address.

Subd. 4. **INFORMATION REQUIRED FOR MAINTENANCE OF ACTION.** Except as otherwise provided in this subdivision, no action to recover rent or possession of the premises shall be maintained unless the information required by this section has been disclosed to the tenant in the manner provided in this section, or unless the information required by this section is known by or has been disclosed to the tenant at least 30 days prior to the initiation of such action. Failure by the landlord to post a notice required by subdivision 2, or section 471.9995 shall not prevent any action to recover rent or possession of the premises.

Subd. 5. **NOTICE TO LANDLORD.** Any residential tenant who moves from or subleases the premises without giving the landlord at least 30 days written notice shall void any provision of this section and section 19, as to that tenant.

Subd. 6. **SUCCESSORS.** This section extends to and is enforceable against any successor landlord or individual to whom rental payments for the premises are made.

BUILDING INSPECTION REPORTS;
BUILDING CODE VIOLATIONS; CONDEMNED BUILDINGS

Sec. 18. **[504B.185] INSPECTION; NOTICE.**

Subdivision 1. **WHO MAY REQUEST.** If requested by a residential tenant, a housing–related neighborhood organization with the written permission of a residential tenant, or, if a residential building is unoccupied, by a housing–related neighborhood organization, an inspection shall be made by the local authority charged with enforcing a code claimed to be violated.

Subd. 2. **NOTICE.** (a) After the local authority has inspected the residential building under subdivision 1, the inspector shall inform the landlord or the landlord's agent and the residential tenant or housing–related neighborhood organization in writing of any code violations discovered.

(b) A reasonable period of time must be allowed in which to correct the violations.

Sec. 19. **[504B.191] CODE VIOLATIONS RECORDS; DISCLOSURE.**

All code violation records pertaining to a particular parcel of real property and the buildings, improvements, and dwelling units located thereon kept by any state, county, or city agency charged by the governing body of the appropriate political subdivision with the responsibility for enforcing a state, county, or city health, housing, building, fire prevention, or housing maintenance code shall be available to all persons having a reasonable need for the information contained in the records relating to the premises, at reasonable times and upon reasonable notice to the custodian of the records, for inspection, examination, abstracting, or copying at the expense of the person obtaining the information. The persons to whom the records shall be available under this section include, but are not limited to, the following persons and their representatives:

(1) any person having any legal or beneficial interest in the premises, including a tenant;

(2) any person considering in good faith the lease or purchase of the premises;

(3) any person authorized to request an inspection under section 18; and

(4) a party to any action related to the premises, including actions maintained pursuant to sections 13, 15, or 58 to 72.

Sec. 20. **[504B.195] DISCLOSURE REQUIRED FOR OUTSTANDING INSPECTION AND CONDEMNATION ORDERS.**

Subdivision 1. **DISCLOSURE TO TENANT.** (a) Except as provided in subdivision 3, a landlord, agent, or person acting under the landlord's direction or control shall provide a copy of all outstanding inspection orders for which a citation has been issued, pertaining to a rental unit or common area, specifying code violations issued under section 18, that the housing inspector identifies as requiring notice because the violations threaten the health or safety of the tenant, and all outstanding condemnation orders and declarations that the premises are unfit for human habitation to:

(1) a tenant, either by delivery or by United States mail, postage prepaid, within 72 hours after issuance of the citation;

(2) a person before signing a lease or paying rent or a security deposit to begin a new tenancy; and

(3) a person prior to obtaining new ownership of the property subject to the order or declaration. The housing inspector shall indicate on the inspection order whether the violation threatens the health or safety of a tenant or prospective tenant.

(b) If an inspection order, for which a citation has been issued, does not involve code violations that threaten the health or safety of the tenants, the landlord, agent, or person acting under the landlord's control shall post a summary of the inspection order in a conspicuous place in each building affected by the inspection order, along with a notice that the inspection order will be made available by the landlord for review, upon a request of a tenant or prospective tenant. The landlord shall provide a copy of the inspection order for review by a tenant or a prospective tenant as required under this subdivision.

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;

(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.

Subd. 5. **REMEDIES ADDITIONAL.** The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

Sec. 21. **[504B.204] ACTION FOR RENTAL OF CONDEMNED RESIDENTIAL PREMISES.**

(a) A landlord, agent, or person acting under the landlord's direction or control may not accept rent or a security deposit for residential rental property from a tenant after the leased premises have been condemned or declared unfit for human habitation by the applicable state or local authority, if the tenancy commenced after the premises were condemned or declared unfit for human habitation. If a landlord, agent, or a person acting under the landlord's direction or control violates this section, the landlord is liable to the tenant for actual damages and an amount equal to three times the amount of all money collected from the tenant after date of condemnation or declaration, plus costs and attorney fees.

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

TENANT'S RIGHTS

Sec. 22. **[504B.205] RESIDENTIAL TENANT'S RIGHT TO SEEK POLICE AND EMERGENCY ASSISTANCE.**

Subdivision 1. **DEFINITIONS.** In this section, "Domestic abuse" has the meaning given in section 518B.01, subdivision 2.

Subd. 2. **EMERGENCY CALLS PERMITTED.** (a) A landlord may not:

(1) bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct; or

(2) impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct.

(b) A residential tenant may not waive and a landlord may not require the residential tenant to waive the residential tenant's right to call for police or emergency assistance.

Subd. 3. **LOCAL PREEMPTION.** This section preempts any inconsistent local ordinance or rule including, without limitation, any ordinance or rule that:

(1) requires an eviction after a specified number of calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct; or

(2) provides that calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct may be used to penalize or charge a fee to a landlord.

This subdivision shall not otherwise preempt any local ordinance or rule that penalizes a landlord for, or requires a landlord to abate, conduct on the premises that constitutes a nuisance or other disorderly conduct as defined by local ordinance or rule.

Subd. 4. **RESIDENTIAL TENANT RESPONSIBILITY.** This section shall not be construed to condone or permit any breach of a lease or of law by a residential tenant including, but not limited to, disturbing the peace and quiet of other tenants, damage to property, and disorderly conduct.

Subd. 5. **RESIDENTIAL TENANT REMEDIES.** A residential tenant may bring a civil action for a violation of this section and recover from the landlord $250 or actual damages, whichever is greater, and reasonable attorney's fees.

Subd. 6. **ATTORNEY GENERAL AUTHORITY.** The attorney general has authority under section 8.31 to investigate and prosecute violations of this section.

Sec. 23. **[504B.211] RESIDENTIAL TENANT'S RIGHT TO PRIVACY.**

Subdivision 1. **DEFINITIONS.** For purposes of this section, "landlord" has the meaning defined in section 1, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2. **ENTRY BY LANDLORD.** Except as provided in subdivision 5, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of the intent to enter. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3. **REASONABLE PURPOSE.** For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to:

(1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent;

(2) showing the unit to a prospective buyer or to an insurance representative;

(3) performing maintenance work;

(4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;

(5) the residential tenant is causing a disturbance within the unit;

(6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit;

(7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;

(8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or

(9) the residential tenant has vacated the unit.

Subd. 4. **EXCEPTION TO NOTICE REQUIREMENT.** Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that:

(1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;

(2) immediate entry is necessary to determine a residential tenant's safety; or

(3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5. **ENTRY WITHOUT RESIDENTIAL TENANT'S PRESENCE.** If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6. **PENALTY.** If a landlord substantially violates subdivision 2, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 16, and up to a $100 civil penalty for each violation. If a landlord violates subdivision 5, the residential tenant is entitled to up to a $100 civil penalty for each violation. A residential tenant shall follow the procedures in sections 56, 57, and 59 to 73 to enforce the provisions of this section.

Subd. 7. **EXEMPTION.** This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.01.

UTILITIES INTERRUPTIONS; UNLAWFUL OUSTER

Sec. 24. **[504B.215] EMERGENCY CONDITIONS; LOSS OF ESSENTIAL SERVICES.**

Subdivision 1. **DEFINITIONS.** For the purposes of this section, "single-metered residential building" means a multiunit rental building with one or more separate residential living units where the utility service measured through a single meter provides service to an individual unit and to all or parts of common areas or other units.

Subd. 2. **SINGLE–METER UTILITY SERVICE PAYMENTS.** In a residential leasehold contract entered into or renewed on or after August 1, 1995, the landlord of a single–metered residential building shall be the bill payer responsible, and shall be the customer of record contracting with the utility for utility services. The landlord must advise the utility provider that the utility services apply to a single–metered residential building. A failure by the landlord to comply with this subdivision is a violation of sections 13, subdivision 1, clause (1), and 25. This subdivision may not be waived by contract or otherwise. This subdivision does not require a landlord to contract and pay for utility service provided to each residential unit through a separate meter which accurately measures that unit's use only.

Subd. 3. **PROCEDURE.** (a) When a municipality, utility company, or other company supplying home heating oil, propane, natural gas, electricity, or water to a building has issued a final notice or has posted the building proposing to disconnect or discontinue the service to the building because a landlord who has contracted for the service has failed to pay for it or because a landlord is required by law or contract to pay for the service and fails to do so, a tenant or group of tenants may pay to have the service continued or reconnected as provided under this section. Before paying for the service, the tenant or group of tenants shall give oral or written notice to the landlord of the tenant's intention to pay after 48 hours, or a shorter period that is reasonable under the circumstances, if the landlord has not already paid for the service. In the case of oral notification, written notice shall be mailed or delivered to the landlord within 24 hours after oral notice is given.

(b) In the case of natural gas, electricity, or water, if the landlord has not yet paid the bill by the time of the tenant's intended payment, or if the service remains discontinued, the tenant or tenants may pay the outstanding bill for the most recent billing period, if the utility company or municipality will restore the service for at least one billing period.

(c) In the case of home heating oil or propane, if the landlord has not yet paid the bill by the time of the tenant's intended payment, or if the service remains discontinued, the tenant or tenants may order and pay for one month's supply of the proper grade and quality of oil or propane.

(d) After submitting receipts for the payment to the landlord, a tenant may deduct the amount of the tenant's payment from the rental payment next paid to the landlord. Any amount paid to the municipality, utility company, or other company by a tenant under this subdivision is considered payment of rent to the landlord for purposes of section 39.

Subd. 4. **LIMITATIONS; WAIVER PROHIBITED; RIGHTS AS ADDITIONAL.** The tenant rights under this section:

(1) do not extend to conditions caused by the willful, malicious, or negligent conduct of the tenant or of a person under the tenant's direction or control;

(2) may not be waived or modified; and

(3) are in addition to and do not limit other rights which may be available to the tenant in law or equity, including the right to damages and the right to restoration of possession of the premises under section 39.

Sec. 25. **[504B.221] UNLAWFUL TERMINATION OF UTILITIES.**

(a) Except as otherwise provided in this section, if a landlord, an agent, or other person acting under the landlord's direction or control, interrupts or causes the interruption

of electricity, heat, gas, or water services to the tenant, the tenant may recover from the landlord treble damages or $500, whichever is greater, and reasonable attorney's fees. It is a defense to any action brought under this section that the interruption was the result of the deliberate or negligent act or omission of a tenant or anyone acting under the direction or control of the tenant. The tenant may recover only actual damages under this section if:

(1) the tenant has not given the landlord, an agent, or other person acting under the landlord's direction or control, notice of the interruption; or

(2) the landlord, an agent, or other person acting under the landlord's direction or control, after receiving notice of the interruption from the tenant and within a reasonable period of time after the interruption, taking into account the nature of the service interrupted and the effect of the interrupted service on the health, welfare, and safety of the tenants, has reinstated or made a good faith effort to reinstate the service or has taken other remedial action; or

(3) the interruption was for the purpose of repairing or correcting faulty or defective equipment or protecting the health and safety of the occupants of the premises involved and the service was reinstated or a good faith effort was made to reinstate the service or other remedial action was taken by the landlord, an agent, or other person acting under the landlord's direction or control within a reasonable period of time, taking into account the nature of the defect, the nature of the service interrupted, and the effect of the interrupted service on the health, welfare, and safety of the tenants.

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

Sec. 26. **[504B.225] INTENTIONAL OUSTER AND INTERRUPTION OF UTILITIES; MISDEMEANOR.**

A landlord, an agent, or person acting under the landlord's direction or control who unlawfully and intentionally removes or excludes a tenant from lands or tenements or intentionally interrupts or causes the interruption of electrical, heat, gas, or water services to the tenant with intent to unlawfully remove or exclude the tenant from lands or tenements is guilty of a misdemeanor. In any trial under this section, it shall be presumed that the landlord, agent, or other person acting under the landlord's direction or control interrupted or caused the interruption of the service with intent to unlawfully remove or exclude the tenant from lands or tenements, if it is established by evidence that the landlord, an agent, or other person acting under the landlord's direction or control intentionally interrupted or caused the interruption of the service to the tenant. The burden is upon the landlord to rebut the presumption.

The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void. The provisions of this section also apply to occupants and owners of residential real property which is the subject of a mortgage fore-

closure or contract for deed cancellation and as to which the period for redemption or reinstatement of the contract has expired.

Sec. 27. **[504B.231] DAMAGES FOR OUSTER.**

(a) If a landlord, an agent, or other person acting under the landlord's direction or control unlawfully and in bad faith removes, excludes, or forcibly keeps out a tenant from a residential premises, the tenant may recover from the landlord treble damages or $500, whichever is greater, and reasonable attorney's fees.

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

RESIDENTIAL TENANT REPORTS

Sec. 28. **[504B.235] DEFINITIONS.**

Subdivision 1. **APPLICABILITY.** The definitions in this section apply to sections 28 to 30.

Subd. 2. **PROPER IDENTIFICATION.** "Proper identification" means information generally considered sufficient to identify a person, including a Minnesota driver's license, a Minnesota identification card, other forms of identification provided by a unit of government, a notarized statement of identity with a specimen signature of the person, or other reasonable form of identification.

Subd. 3. **RESIDENTIAL TENANT REPORT.** "Residential tenant report" means a written, oral, or other communication by a residential tenant screening service that includes information concerning an individual's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and that is collected, used, or expected to be used for the purpose of making decisions relating to residential tenancies or residential tenancy applications.

Subd. 4. **RESIDENTIAL TENANT SCREENING SERVICE.** "Residential tenant screening service" means a person or business regularly engaged in the practice of gathering, storing, or disseminating information about tenants or assembling tenant reports for monetary fees, dues, or on a cooperative nonprofit basis.

Sec. 29. **[504B.241] RESIDENTIAL TENANT REPORTS; DISCLOSURE AND CORRECTIONS.**

Subdivision 1. **DISCLOSURES REQUIRED.** (a) Upon request and proper identification, a residential tenant screening service must disclose the following information to an individual:

(1) the nature and substance of all information in its files on the individual at the time of the request; and

(2) the sources of the information.

(b) A residential tenant screening service must make the disclosures to an individual without charge if information in a residential tenant report has been used within the past 30 days to deny the rental or increase the security deposit or rent of a residential housing unit to the individual. If the residential tenant report has not been used to deny the rental or increase the rent or security deposit of a residential housing unit within the past 30 days, the residential tenant screening service may impose a reasonable charge for making the disclosure required under this section. The residential tenant screening service must notify the residential tenant of the amount of the charge before furnishing the information. The charge may not exceed the amount that the residential tenant screening service would impose on each designated recipient of a residential tenant report, except that no charge may be made for notifying persons of the deletion of information which is found to be inaccurate or which can no longer be verified.

(c) Files maintained on a residential tenant must be disclosed promptly as established in paragraphs (1) to (4).

(1) A residential tenant file must be disclosed in person, during normal business hours, at the location where the residential tenant screening service maintains its files, if the residential tenant appears in person and furnishes proper identification at that time.

(2) A residential tenant file must be disclosed by mail, if the residential tenant makes a written request with proper identification for a copy of the information contained in the residential tenant report and requests that the information be sent to a specified address. A disclosure made under this paragraph shall be deposited in the United States mail, postage prepaid, within five business days after the written request for disclosure is received by the residential tenant screening service. A residential tenant screening service complying with a request for disclosure under this paragraph shall not be liable for disclosures to third parties caused by mishandling mail, provided that the residential tenant file information is mailed to the address specified by the residential tenant in the request.

(3) A summary of the information in a residential tenant file must be disclosed by telephone, if the residential tenant has made a written request with proper identification for telephone disclosure.

(4) Information in a residential tenant's file required to be disclosed in writing under this subdivision may be disclosed in any other form including electronic means if authorized by the residential tenant and available from the residential tenant screening service.

Subd. 2. **CORRECTIONS.** If the completeness or accuracy of an item of information contained in an individual's file is disputed by the individual, the residential tenant screening service must reinvestigate and record the current status of the information. If the information is found to be inaccurate or can no longer be verified, the residential tenant screening service must delete the information from the individual's file and residential tenant report. At the request of the individual, the residential tenant screening service must give notification of the deletions to persons who have received the residential tenant report within the past six months.

Subd. 3. **EXPLANATIONS.** The residential tenant screening service must permit an individual to explain any eviction report or any disputed item not resolved by reinvestigation in a residential tenant report. The explanation must be included in the residential tenant report. The residential tenant screening service may limit the explanation to no more than 100 words.

Subd. 4. **COURT FILE INFORMATION.** (a) If a residential tenant screening service includes information from a court file on an individual in a residential tenant report, the report must provide the full name and date of birth of the individual in any case where the court file includes the individual's full name and date of birth, and the outcome of the court proceeding must be accurately recorded in the residential tenant report including the specific basis of the court's decision, when available. Whenever the court supplies information from a court file on an individual, in whatever form, the court shall include the full name and date of birth of the individual, if that is indicated on the court file or summary, and information on the outcome of the court proceeding, including the specific basis of the court's decision, coded as provided in subdivision 5 for the type of action, when it becomes available. The residential tenant screening service is not liable under section 30 if the residential tenant screening service reports complete and accurate information as provided by the court.

(b) A residential tenant screening service shall not provide residential tenant reports containing information on eviction actions in the second and fourth judicial districts, unless the residential tenant report accurately records the outcome of the proceeding or other disposition of the eviction action such as settlement, entry of a judgment, default, or dismissal of the action.

Subd. 5. **EVICTION ACTION CODING.** The court shall indicate on the court file or any summary of a court file the specific basis of the court's decision in an eviction action according to codes developed by the court that, at a minimum, indicates if the basis of the court's decision is nonpayment of rent, a violation of the covenants under section 13 or 15, other breach of a lease agreement, or a counterclaim for possession of the premises under section 57.

Subd. 6. **INFORMATION TO RESIDENTIAL TENANT.** If the landlord uses information in a residential tenant report to deny the rental or increase the security deposit or rent of a residential housing unit, the landlord must inform the prospective residential tenant of the name and address of the tenant screening service that provided the residential tenant report.

Sec. 30. **[504B.245] TENANT REPORT; REMEDIES.**

The remedies provided in section 8.31 apply to a violation of section 29. A residential tenant screening service or landlord in compliance with the provisions of the Fair Credit Reporting Act, United States Code, title 15, section 1681, et seq., is considered to be in compliance with section 29.

MISCELLANEOUS RIGHTS

Sec. 31. **[504B.251] RECORDING OF NOTICE OF CANCELLATION OF LEASES.**

Where a lease has been duly recorded, the county recorder must record a copy of the notice of cancellation or termination of the lease that has been presented for recording by the landlord, landlord's agent, or attorney. The notice must be accompanied by proof of service and an affidavit of the landlord or the landlord's agent or attorney stating that the tenant has not complied with the terms of the notice. This notice is prima facie evidence of the facts stated in it.

Sec. 32. **[504B.255] TERMINATION NOTICE REQUIREMENT FOR FEDERALLY SUBSIDIZED HOUSING.**

The landlord of federally subsidized rental housing must give residential tenants of federally subsidized rental housing a one-year written notice under the following conditions:

(1) a federal section 8 contract will expire;

(2) the landlord will exercise the option to terminate or not renew a federal section 8 contract and mortgage;

(3) the landlord will prepay a mortgage and the prepayment will result in the termination of any federal use restrictions that apply to the housing; or

(4) the landlord will terminate a housing subsidy program.

The notice shall be provided at the commencement of the lease if the lease commences less than one year before any of the conditions in clauses (1) to (4) apply.

Sec. 33. **[504B.261] PETS IN SUBSIDIZED HANDICAPPED ACCESSIBLE RENTAL HOUSING UNITS.**

In a multiunit residential building, a tenant of a handicapped accessible unit, in which the tenant or the unit receives a subsidy that directly reduces or eliminates the tenant's rent responsibility, must be allowed to have two birds or one spayed or neutered dog or one spayed or neutered cat. A renter under this section may not keep or have visits from an animal that constitutes a threat to the health or safety of other individuals, or causes a noise nuisance or noise disturbance to other renters. The landlord may require the renter to pay an additional damage deposit in an amount reasonable to cover damage likely to be caused by the animal. The deposit is refundable at any time the renter leaves the unit of housing to the extent it exceeds the amount of damage actually caused by the animal.

Sec. 34. **[504B.265] TERMINATION OF LEASE UPON DEATH OF TENANT.**

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

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

Subd. 3. **WAIVER PROHIBITED.** Any attempted waiver by a landlord and tenant or tenant's personal representative, by contract or otherwise, of the right of termination

provided by this section, and any lease provision or agreement requiring a longer notice period than that provided by this section, shall be void and unenforceable; provided, however, that the landlord and tenant or tenant's personal representative may agree to otherwise modify the specific provisions of this section.

Subd. 4. **APPLICABILITY.** The provisions of this section apply to leases entered into or renewed after May 12, 1981.

Sec. 35. **[504B.271] TENANT'S PERSONAL PROPERTY REMAINING IN PREMISES.**

Subdivision 1. **ABANDONED PROPERTY.** If a tenant abandons rented premises, the landlord may take possession of the tenant's personal property remaining on the premises, and shall store and care for the property. The landlord has a claim against the tenant for reasonable costs and expenses incurred in removing the tenant's property and in storing and caring for the property.

The landlord may sell or otherwise dispose of the property 60 days after the landlord receives actual notice of the abandonment, or 60 days after it reasonably appears to the landlord that the tenant has abandoned the premises, whichever occurs last, and may apply a reasonable amount of the proceeds of the sale to the removal, care, and storage costs and expenses or to any claims authorized pursuant to section 16, subdivision 3, paragraphs (a) and (b). Any remaining proceeds of any sale shall be paid to the tenant upon written demand.

Prior to the sale, the landlord shall make reasonable efforts to notify the tenant of the sale at least 14 days prior to the sale, by personal service in writing or sending written notification of the sale by certified mail, return receipt requested, to the tenant's last known address or usual place of abode, if known by the landlord, and by posting notice of the sale in a conspicuous place on the premises for at least two weeks.

Subd. 2. **LANDLORD'S PUNITIVE DAMAGES.** If a landlord, an agent, or other person acting under the landlord's direction or control, in possession of a tenant's personal property, fails to allow the tenant to retake possession of the property within 24 hours after written demand by the tenant or the tenant's duly authorized representative or within 48 hours, exclusive of weekends and holidays, after written demand by the tenant or a duly authorized representative when the landlord, the landlord's agent or person acting under the landlord's direction or control has removed and stored the personal property in accordance with subdivision 1 in a location other than the premises, the tenant shall recover from the landlord punitive damages not to exceed $300 in addition to actual damages and reasonable attorney's fees.

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

The provisions of this subdivision do not apply to personal property which has been sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords who are housing authorities, created, or authorized to be created by sections

469.001 to 469.047, and their agents and employees, in possession of a tenant's personal property, except that housing authorities must allow the tenant to retake possession of the property in accordance with this subdivision.

Subd. 3. **STORAGE.** If the landlord, an agent, or other person acting under the landlord's direction or control has unlawfully taken possession of a tenant's personal property the landlord shall be responsible for paying the cost and expenses relating to the removal, storage, or care of the property.

Subd. 4. **REMEDIES ADDITIONAL.** The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void. The provisions of this section also apply to occupants and owners of residential real property which is the subject of a mortgage foreclosure or contract for deed cancellation and as to which the period for redemption or reinstatement of the contract has expired.

Sec. 36. **[504B.275] ATTORNEY GENERAL'S STATEMENT; DISTRIBUTION.**

In this section, "residential tenant" does not include residents of manufactured home parks as defined in section 327C.01, subdivision 9.

The attorney general shall prepare and make available to the public a statement which summarizes the significant legal rights and obligations of landlords and residential tenants of rental dwelling units. The statement shall include descriptions of the significant provisions of this chapter. The statement shall notify residential tenants in public housing to consult their leases for additional rights and obligations they may have under federal law. The statement shall include the telephone number and address of the attorney general for further information.

The attorney general shall annually revise the statement provided in this section as necessary to ensure that it continues accurately to describe the statutory and case law governing the rights and duties of landlords and residential tenants of rental dwelling units. After preparing the statement for the first time and after each annual revision of the statement, the attorney general shall hold a public meeting to discuss the statement and receive comments on its contents before it is issued. When preparing the statement and evaluating public comment, the attorney general shall be guided by the legislature's intent that the statement be brief, accurate, and complete in identifying significant legal rights and obligations, and written using words with common, everyday meanings.

EVICTION ACTIONS

Sec. 37. **[504B.281] FORCIBLE ENTRY AND UNLAWFUL DETAINER PROHIBITED.**

No person may occupy or take possession of real property except where occupancy or possession is allowed by law, and in such cases, the person may not enter by force, but only in a peaceable manner.

Sec. 38. **[504B.285] EVICTION ACTIONS; GROUNDS; RETALIATION DEFENSE; COMBINED ALLEGATIONS.**

Subdivision 1. **GROUNDS.** The person entitled to the premises may recover possession by eviction when:

(1) any person holds over real property:

(i) after a sale of the property on an execution or judgment;

(ii) on foreclosure of a mortgage and expiration of the time for redemption; or

(iii) after termination of contract to convey the property, provided that if the person holding the real property after the expiration of the time for redemption or termination is a tenant, the person has received:

(A) at least one month's written notice to vacate no sooner than one month after the expiration of the time for redemption or termination, provided that the tenant pays the rent and abides by all terms of the lease; or

(B) at least one month's written notice to vacate no later than the date of the expiration of the time for redemption or termination, which notice shall also state that the sender will hold the tenant harmless for breaching the lease by vacating the premises if the mortgage is redeemed or the contract is reinstated;

(2) any person holds over real property after termination of the time for which it is demised or leased to that person or to the persons under whom that person holds possession, contrary to the conditions or covenants of the lease or agreement under which that person holds, or after any rent becomes due according to the terms of such lease or agreement; or

(3) any tenant at will holds over after the termination of the tenancy by notice to quit.

Subd. 2. **RETALIATION DEFENSE.** It is a defense to an action for recovery of premises following the alleged termination of a tenancy by notice to quit for the defendant to prove by a fair preponderance of the evidence that:

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

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

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

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.

Subd. 5. **COMBINING ALLEGATIONS.** (a) An action for recovery of the premises may combine the allegation of nonpayment of rent and the allegation of material violation of the lease, which shall be heard as alternative grounds.

(b) In cases where rent is outstanding, a tenant is not required to pay into court the amount of rent in arrears, interest, and costs as required under section 39 to defend against an allegation by the landlord that the tenant has committed a material violation of the lease.

(c) If the landlord does not prevail in proving material violation of the lease, and the landlord has also alleged that rent is due, the tenant shall be permitted to present defenses to the court that the rent is not owing. The tenant shall be given up to seven days of additional time to pay any rent determined by the court to be due. The court may order the tenant to pay rent and any costs determined to be due directly to the landlord or to be deposited with the court.

Sec. 39. **[504B.291] EVICTION ACTION FOR NONPAYMENT; REDEMPTION; OTHER RIGHTS.**

Subdivision 1. **ACTION TO RECOVER.** (a) A landlord may bring an eviction action for nonpayment of rent irrespective of whether the lease contains a right of reentry clause. Such an eviction action is equivalent to a demand for the rent. In such an action, unless the landlord has also sought to evict the tenant by alleging a material violation of the lease under section 38, subdivision 5, the tenant may, at any time before possession has been delivered, redeem the tenancy and be restored to possession by paying to the landlord or bringing to court the amount of the rent that is in arrears, with interest, costs of the action, and an attorney's fee not to exceed $5, and by performing any other covenants of the lease.

(b) If the tenant has paid to the landlord or brought into court the amount of rent in arrears but is unable to pay the interest, costs of the action, and attorney's fees required by paragraph (a), the court may permit the tenant to pay these amounts into court and be restored to possession within the same period of time, if any, for which the court stays the issuance of the order to vacate under section 49.

(c) Prior to or after commencement of an action to recover possession for nonpayment of rent, the parties may agree only in writing that partial payment of rent in arrears which is accepted by the landlord prior to issuance of the order granting restitution of the premises pursuant to section 49 may be applied to the balance due and does not waive the landlord's action to recover possession of the premises for nonpayment of rent.

(d) Rental payments under this subdivision must first be applied to rent claimed as due in the complaint from prior rental periods before applying any payment toward rent claimed in the complaint for the current rental period, unless the court finds that under the circumstances the claim for rent from prior rental periods has been waived.

Subd. 2. **LEASE GREATER THAN 20 YEARS.** (a) If the lease under which an action is brought under subdivision 1 is for a term of more than 20 years, the action may not begin until the landlord serves a written notice on the tenant and on all creditors with legal or equitable recorded liens on the property. The notice must state: (1) the lease will

be canceled unless the amounts, agreements, and legal obligations in default are paid or performed within 30 days, or a longer specified period; and (2) if the amounts, agreements, and legal obligations are not paid or performed within that period, then the landlord may evict the tenant at the expiration of the period.

(b) If the lease provides that the landlord must give more than the 30 days' notice provided in paragraph (a), then notice must be the same as that provided in the lease.

(c) The tenant may be restored to possession of the property under the terms of the original lease if, before the expiration of six months after the landlord obtains possession due to the tenant's abandonment or surrender of the property or the landlord prevails in the action, the tenant or a creditor holding a legal or equitable lien on the property: (1) pays to the landlord or brings into court the amount of rent then in arrears, with interest and the costs of the action; and (2) performs the other agreements or legal obligations that are in default.

Subd. 3. **RECORDING OF EVICTION OR EJECTMENT ACTIONS.** Upon recovery of possession by the landlord in the action, a certified copy of the judgment shall, upon presentation, be recorded in the office of the county recorder of the county where the land is situated if unregistered land or in the office of the registrar of titles of the county if registered land and upon recovery of possession by the landlord by abandonment or surrender by the tenant an affidavit by the landlord or the landlord's attorney setting forth the fact shall be recorded in a like manner and the recorded certified copy of the judgment or the recorded affidavit shall be prima facie evidence of the facts stated therein in reference to the recovery of possession by the landlord.

Sec. 40. **[504B.301] EVICTION ACTION FOR UNLAWFUL DETENTION.**

A person may be evicted if the person has unlawfully or forcibly occupied or taken possession of real property or unlawfully detains or retains possession of real property.

A seizure under section 609.5317, subdivision 1, for which there is not a defense under section 609.5317, subdivision 3, constitutes unlawful detention by the tenant.

Sec. 41. **[504B.305] NOTICE OF SEIZURE PROVISION.**

Landlords shall give written notice to tenants of the provision relating to seizures in section 40. Failure to give such notice does not subject the landlord to criminal or civil liability and is not a defense under section 609.5317, subdivision 3.

Sec. 42. **[504B.311] NO EVICTION ACTION IF TENANT HOLDS OVER FOR THREE YEARS.**

No person may bring an eviction action against an occupant of any premises where that occupant's lease, or the lease of that occupant's ancestors or predecessor in interest, was terminated more than three years before the beginning of the action and where the occupant of the premises or that person's ancestors or predecessor in interest were in quiet possession for three consecutive years immediately before the filing of the eviction.

Sec. 43. **[504B.315] RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.**

(a) As used in this section, "familial status" has the meaning given it in section 363.01, subdivision 19.

(b) No residential tenant of residential premises may be evicted, denied a continuing tenancy, or denied a renewal of a lease on the basis of familial status commenced during the tenancy unless one year has elapsed from the commencement of the familial status and the landlord has given the tenant six months prior notice in writing, except in case of nonpayment of rent, damage to the premises, disturbance of other tenants, or other breach of the lease. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

Sec. 44. **[504B.321] COMPLAINT AND SUMMONS.**

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

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

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

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

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

Subd. 2. **EXPEDITED PROCEDURE.** (a) In an eviction action brought under section 15 or on the basis that the tenant is causing a nuisance or other illegal behavior that seriously endangers the safety of other residents, their property, or the landlord's property, the person filing the complaint shall file an affidavit stating specific facts and instances in support of why an expedited hearing is required.

(b) The complaint and affidavit shall be reviewed by a referee or judge and scheduled for an expedited hearing only if sufficient supporting facts are stated and they meet the requirements of this paragraph.

(c) The appearance in an expedited hearing shall be not less than five days nor more than seven days from the date the summons is issued. The summons, in an expedited hearing, shall be served upon the tenant within 24 hours of issuance unless the court orders otherwise for good cause shown.

(d) If the court determines that the person seeking an expedited hearing did so without sufficient basis under the requirements of this subdivision, the court shall impose a civil penalty of up to $500 for abuse of the expedited hearing process.

Sec. 45. **[504B.325] EXPEDITED RELIEF.**

A landlord or the landlord's agent may request expedited temporary relief by bringing an action under section 609.748 or filing a petition for a temporary restraining order, in conjunction with a complaint filed under section 44.

Sec. 46. **[504B.331] SUMMONS; HOW SERVED.**

(a) The summons must be served at least seven days before the date of the court appearance specified in section 44, in the manner provided for service of a summons in a civil action in district court. It may be served by any person not named a party to the action.

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

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

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

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

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

(1) the property described in the complaint is:

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

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

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

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

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

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

Sec. 47. **[504B.335] ANSWER; TRIAL.**

(a) At the court appearance specified in the summons, the defendant may answer the complaint, and the court shall hear and decide the action, unless it grants a continuance of the trial as provided in section 48.

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

(c) The proceedings in the action are the same as in other civil actions, except as provided in sections 37 to 54.

(d) The court, in scheduling appearances and hearings under this section, shall give priority to any eviction brought under section 15, or on the basis that the defendant is a

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

Sec. 48. **[504B.341] CONTINUANCE OF TRIAL.**

(a) In an eviction action, the court, in its discretion, may grant a continuance of the trial for no more than six days unless all parties consent to longer continuance.

(b) However, in all actions brought under section 38, other than actions on a written lease signed by both parties, the court shall continue the trial as necessary but for no more than three months if the defendant or the defendant's agent or attorney:

(1) states under oath that the defendant cannot proceed to trial because a material witness is not present;

(2) names the witness;

(3) states under oath that the defendant has made due exertion to obtain the witness;

(4) states the belief that if the continuance is allowed the defendant will be able to procure the attendance of the witness at the trial or to obtain the witness's deposition; and

(5) gives a bond that the plaintiff will be paid all rent that accrues during the pendency of the action and all costs and damages that accrue due to the adjournment.

Sec. 49. **[504B.345] JUDGMENT; EXECUTION.**

Subdivision 1. **GENERAL.** (a) If the court or jury finds for the plaintiff, the court shall immediately enter judgment that the plaintiff shall have recovery of the premises, and shall tax the costs against the defendant. The court shall issue execution in favor of the plaintiff for the costs and also immediately issue a writ of recovery of premises and order to vacate.

(b) The court shall give priority in issuing a writ of recovery of premises and order to vacate for an eviction action brought under section 15 or on the basis that the tenant is causing a nuisance or seriously endangers the safety of other residents, their property, or the landlord's property.

(c) If the court or jury finds for the defendant, the court shall enter judgment for the defendant, tax the costs against the plaintiff, and issue execution in favor of the defendant.

(d) Except in actions brought: (1) under section 39 as required by section 609.5317, subdivision 1; (2) under section 15; or (3) on the basis that the tenant is causing a nuisance or seriously endangers the safety of other residents, their property, or the landlord's property, upon a showing by the defendant that immediate restitution of the premises would work a substantial hardship upon the defendant or the defendant's family, the court shall stay the writ of recovery of premises and order to vacate for a reasonable period, not to exceed seven days.

Subd. 2. **EXPEDITED WRIT.** If the court enters judgment for the plaintiff in an action brought under section 39 as required by section 609.5317, subdivision 1, the court may not stay issuance of the writ of recovery of premises and order to vacate unless the court makes written findings specifying the extraordinary and exigent circumstances that warrant staying the writ for a reasonable period, not to exceed seven days.

Sec. 50. **[504B.351] FAILURE OF JURY TO REACH A VERDICT.**

If the jury cannot agree upon a verdict, the court may discharge the members and issue an order impaneling a new jury, immediately or as agreed to by the parties or fixed by the court.

Sec. 51. **[504B.355] FORM OF VERDICT.**

The verdict of the jury or the finding of the court in favor of the plaintiff in an eviction action shall be substantially in the following form:

At a court held at ....., on the ..... day of ....., year....., before ....., a judge in and for the county of ..... in an action between ....., plaintiff, and ....., defendant, the jury (or, if the action be tried without a jury, the court) find that the facts alleged in the complaint are true, and the plaintiff shall recover possession of the premises and the defendant(s) shall vacate the premises immediately.

.....

If the verdict or finding is for the defendant, it shall be sufficient to find that the facts alleged in the complaint are not true.

Sec. 52. **[504B.361] FORMS OF SUMMONS AND WRIT.**

Subdivision 1. **SUMMONS AND WRIT.** (a) The summons and writ of recovery of premises and order to vacate may be substantially in the forms in paragraphs (b) and (c).

(b)

FORM OF SUMMONS

State of Minnesota)
) ss.
County of .....)

Whereas, ..., of ....., has filed with the undersigned, a judge of county stated, a complaint against ....., of ....., a copy of which is attached: You are hereby summoned to appear before the undersigned on the ..... day of ....., year....., at ..... o'clock ...m., at ....., to answer and defend against the complaint and to further be dealt with according to law.

Dated at ....., this ..... day of ....., year.....

.....,

Judge of ..... court.

(c)

FORM OF WRIT OF RECOVERY OF PREMISES AND ORDER TO VACATE

State of Minnesota)
) ss.
County of .....)

The State of Minnesota, to the Sheriff or Any Constable of the County:

Whereas, ..., the plaintiff, of ....., in an eviction action, at a court held at ....., in the county of ....., on the ..... day of ....., year....., before ....., a judge of the county, recovered a judgment against ....., the ....., to have recovery of the following premises (describe here the property as in the complaint):.....

Therefore, you are commanded that, taking with you the force of the county, if necessary, you cause ..... to be immediately removed from the premises, and the plaintiff to recover the premises. You are also commanded that from the personal property of ..... within the county that you seize and sell, the plaintiff be paid ... dollars, as the costs assessed against the defendant, together with 25 cents for this writ. You are ordered to return this writ within 30 days.

Dated at ....., this ..... day of ....., year....

.....,

Judge of ..... court.

Subd. 2. **PRIORITY WRIT.** The court shall identify a writ of recovery of premises and order to vacate property that is issued pursuant to an eviction action under section 15, or on the basis that the tenant is causing a nuisance or seriously endangers the safety of other residents, their property, or the landlord's property and clearly note on the order to vacate that it is a priority order. Notice that it is a priority order must be made in a manner that is obvious to an officer who must execute the order under section 53.

Sec. 53. **[504B.365] EXECUTION OF THE WRIT OF RECOVERY OF PREMISES AND ORDER TO VACATE.**

Subdivision 1. **GENERAL.** (a) The officer who holds the order to vacate shall execute it by demanding that the defendant, if found in the county, any adult member of the defendant's family who is occupying the premises, or any other person in charge, relinquish possession and leave, taking family and all personal property from the premises within 24 hours.

(b) If the defendant fails to comply with the demand, then the officer shall bring, if necessary, the force of the county and any necessary assistance, at the cost of the plaintiff. The officer shall remove the defendant, family, and all personal property from the premises and place the plaintiff in possession.

(c) If the defendant cannot be found in the county, and there is no person in charge of the premises, then the officer shall enter the premises, breaking in if necessary, and remove and store the personal property of the defendant at a place designated by the plaintiff as provided in subdivision 3.

(d) The order may also be executed by a licensed police officer or community crime prevention licensed police officer.

Subd. 2. **PRIORITY; EXECUTION OF PRIORITY ORDER.** An officer shall give priority to the execution, under this section, of any order to vacate that is based on an eviction action under section 15, or on the basis that the defendant is causing a nuisance or seriously endangers the safety of other residents, their property, or the plaintiff's property.

Subd. 3. **REMOVAL AND STORAGE OF PROPERTY.** (a) If the defendant's personal property is to be stored in a place other than the premises, the officer shall remove all personal property of the defendant at the expense of the plaintiff.

(b) The defendant must make immediate payment for all expenses of removing personal property from the premises. If the defendant fails or refuses to do so, the plaintiff has a lien on all the personal property for the reasonable costs and expenses incurred in removing, caring for, storing, and transporting it to a suitable storage place.

(c) The plaintiff may enforce the lien by detaining the personal property until paid. If no payment has been made for 60 days after the execution of the order to vacate, the plaintiff may hold a public sale as provided in sections 514.18 to 514.22.

(d) If the defendant's personal property is to be stored on the premises, the officer shall enter the premises, breaking in if necessary, and the plaintiff may remove the defendant's personal property. Section 35 applies to personal property removed under this paragraph. The plaintiff must prepare an inventory and mail a copy of the inventory to the defendant's last known address or, if the defendant has provided a different address, to the address provided. The inventory must be prepared, signed, and dated in the presence of the officer and must include the following:

(1) a list of the items of personal property and a description of their condition;

(2) the date, the signature of the defendant or the defendant's agent, and the name and telephone number of a person authorized to release the personal property; and

(3) the name and badge number of the officer.

(e) The officer must retain a copy of the inventory.

(f) The plaintiff is responsible for the proper removal, storage, and care of the defendant's personal property and is liable for damages for loss of or injury to it caused by the plaintiff's failure to exercise the same care that a reasonably careful person would exercise under similar circumstances.

(g) The plaintiff shall notify the defendant of the date and approximate time the officer is scheduled to remove the defendant, family, and personal property from the premises. The notice must be sent by first class mail. In addition, the plaintiff must make a good faith effort to notify the defendant by telephone. The notice must be mailed as soon as the information regarding the date and approximate time the officer is scheduled to enforce the order is known to the plaintiff, except that the scheduling of the officer to enforce the order need not be delayed because of the notice requirement. The notice must inform the defendant that the defendant and the defendant's personal property will be removed from the premises if the defendant has not vacated the premises by the time specified in the notice.

Subd. 4. **SECOND AND FOURTH JUDICIAL DISTRICTS.** In the second and fourth judicial districts, the housing calendar consolidation project shall retain jurisdiction in matters relating to removal of personal property under this section. If the plaintiff refuses to return the property after proper demand is made as provided in section 35, the court shall enter an order requiring the plaintiff to return the property to the defendant and awarding reasonable expenses including attorney fees to the defendant.

Subd. 5. **PENALTY; WAIVER NOT ALLOWED.** Unless the premises has been abandoned, a plaintiff, an agent, or other person acting under the plaintiff's direction or control who enters the premises and removes the defendant's personal property in violation of this section is guilty of an unlawful ouster under section 27 and is subject to penal-

ty under section 26. This section may not be waived or modified by lease or other agreement.

Sec. 54. **[504B.371] APPEALS.**

Subdivision 1. **STATEMENT OF INTENTION TO APPEAL.** If the court renders judgment against the defendant and the defendant or defendant's attorney informs the court the defendant intends to appeal, the court shall issue an order staying the writ for recovery of premises and order to vacate for at least 24 hours after judgment, except as provided in subdivision 7.

Subd. 2. **TIME FOR APPEAL.** A party who feels aggrieved by the judgment may appeal within ten days as provided for civil actions in district court.

Subd. 3. **APPEAL BOND.** If the party appealing remains in possession of the property, that party must give a bond that provides that:

(1) all costs of the appeal will be paid;

(2) the party will comply with the court's order; and

(3) all rent and other damages due to the party excluded from possession during the pendency of the appeal will be paid.

Subd. 4. **STAY PENDING APPEAL.** After the appeal is taken, all further proceedings in the case are stayed, except as provided in subdivision 7.

Subd. 5. **STAY OF WRIT ISSUED BEFORE APPEAL.** (a) Except as provided in subdivision 7, if the court issues a writ for recovery of premises and order to vacate before an appeal is taken, the appealing party may request that the court stay further proceedings and execution of the writ for possession of premises and order to vacate, and the court shall grant a stay.

(b) If the party appealing remains in possession of the premises, that party must give a bond under subdivision 3.

(c) When the officer who has the writ for possession of premises and order to vacate is served with the order granting the stay, the officer shall cease all further proceedings. If the writ for possession of premises and order to vacate has not been completely executed, the defendant shall remain in possession of the premises until the appeal is decided.

Subd. 6. **DISMISSAL OF APPEALS; AMENDMENTS; RETURN.** In all cases of appeal, the appellate court shall not dismiss or quash the proceedings for want of form only, provided they have been conducted substantially in accordance with the provisions of this chapter. Amendments may be allowed at any time, upon such terms as to the court may appear just, in the same cases and manner and to the same extent as in civil actions. The court may compel the trial court, by attachment, to make or amend any return which is withheld or improperly or insufficiently made.

Subd. 7. **EXCEPTION.** Subdivisions 1, 4, and 6 do not apply in an action on a lease, against a tenant holding over after the expiration of the term of the lease, or a termination of the lease by a notice to quit, if the plaintiff gives a bond conditioned to pay all costs and damages if on the appeal the judgment of restitution is reversed and a new trial ordered. In such a case, the court shall issue a writ for recovery of premises and order to

vacate notwithstanding the notice of appeal, as if no appeal had been taken, and the appellate court shall issue all needful writs and processes to carry out any judgment which may be rendered in the court.

RESIDENTIAL TENANT ACTIONS

Sec. 55. **[504B.375] UNLAWFUL EXCLUSION OR REMOVAL; ACTION FOR RECOVERY OF POSSESSION.**

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

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

(1) describes the premises and the landlord;

(2) specifically states the facts and grounds that demonstrate that the exclusion or removal was unlawful, including a statement that no writ of recovery of the premises and order to vacate has been issued under section 49 in favor of the landlord and against the residential tenant and executed in accordance with section 53; and

(3) asks for possession.

(c) If it clearly appears from the specific grounds and facts stated in the verified petition or by separate affidavit of the residential tenant or the residential tenant's attorney or agent that the exclusion or removal was unlawful, the court shall immediately order that the residential tenant have possession of the premises.

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

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

Subd. 2. **MOTION FOR DISSOLUTION OR MODIFICATION OF ORDER.** The landlord may, by written motion and notice served by mail or personally on the residential tenant or the residential tenant's attorney at least two days before the hearing date

on the motion, obtain dissolution or modification of the order for possession issued under subdivision 1, paragraph (c), unless the residential tenant proves the facts and grounds on which the order is issued. A landlord bringing a motion under this subdivision may recover possession of the premises only by an eviction action or otherwise provided by law. Upon the dissolution of the order, the court shall assess costs against the residential tenant, subject to the provisions of section 563.01, and may allow damages and reasonable attorney fees for the wrongful granting of the order for possession. If the order is affirmed, the court shall tax costs against the landlord and may allow the residential tenant reasonable attorney's fees.

Subd. 3. **FINALITY OF ORDER.** An order issued under subdivision 1, paragraph (c), or affirmed, modified, or dissolved under subdivision 2, is a final order for purposes of appeal. Either party may appeal the order within ten days after entry. If the party appealing remains in possession of the premises, bond must be given to:

(1) pay all costs of the appeal;

(2) obey the court's order; and

(3) pay all rent and other damages that justly accrue to the party excluded from possession during the pendency of the appeal.

Subd. 4. **WAIVER NOT ALLOWED.** A provision of an oral or written lease or other agreement in which a residential tenant waives this section is contrary to public policy and void.

Subd. 5. **PURPOSE.** The purpose of this section is to provide an additional and summary remedy for residential tenants unlawfully excluded or removed from rental property and, except where expressly provided in this section, sections 38 to 54 do not apply to proceedings under this section.

Subd. 6. **APPLICATION.** In addition to residential tenants and landlords, this section applies to:

(1) occupants and owners of residential real property that is the subject of a mortgage foreclosure or contract for deed cancellation for which the period for redemption or reinstatement of the contract has expired; and

(2) mortgagees and contract for deed vendors.

Sec. 56. **[504B.381] EMERGENCY TENANT REMEDIES ACTION.**

Subdivision 1. **PETITION.** A person authorized to bring an action under section 59, subdivision 1, may petition the court for relief in cases of emergency involving the loss of running water, hot water, heat, electricity, sanitary facilities, or other essential services or facilities that the landlord is responsible for providing.

Subd. 2. **VENUE.** The venue of the action authorized by this section is the county where the residential building alleged to contain the emergency condition is located.

Subd. 3. **PETITION INFORMATION.** The petitioner must present a verified petition to the district court that contains:

(1) a description of the premises and the identity of the landlord;

(2) a statement of the facts and grounds that demonstrate the existence of an emergency caused by the loss of essential services or facilities; and

(3) a request for relief.

Subd. 4. **NOTICE.** The petitioner must attempt to notify the landlord, at least 24 hours before application to the court, of the petitioner's intent to seek emergency relief. An order may be granted without notice to the landlord if the court finds that reasonable efforts, as set forth in the petition or by separate affidavit, were made to notify the landlord but that the efforts were unsuccessful.

Subd. 5. **RELIEF; SERVICE OF ORDER.** The court may order relief as provided in section 64. The petitioner shall serve the order on the landlord personally or by mail as soon as practicable.

Subd. 6. **LIMITATION.** This section does not extend to emergencies that are the result of the deliberate or negligent act or omission of a residential tenant or anyone acting under the direction or control of the residential tenant.

Subd. 7. **EFFECT OF OTHER LAWS.** Section 59, subdivisions 3 and 4, do not apply to a petition for emergency relief under this section.

Sec. 57. **[504B.385] RENT ESCROW ACTION TO REMEDY VIOLATIONS.**

Subdivision 1. **ESCROW OF RENT.** (a) If a violation exists in a residential building, a residential tenant may deposit the amount of rent due to the landlord with the court administrator using the procedures described in paragraphs (b) to (d).

(b) For a violation as defined in section 1, subdivision 14, clause (1), the residential tenant may deposit with the court administrator the rent due to the landlord along with a copy of the written notice of the code violation as provided in section 18, subdivision 2. The residential tenant may not deposit the rent or file the written notice of the code violation until the time granted to make repairs has expired without satisfactory repairs being made, unless the residential tenant alleges that the time granted is excessive.

(c) For a violation as defined in section 1, subdivision 14, clause (2) or (3), the residential tenant must give written notice to the landlord specifying the violation. The notice must be delivered personally or sent to the person or place where rent is normally paid. If the violation is not corrected within 14 days, the residential tenant may deposit the amount of rent due to the landlord with the court administrator along with an affidavit specifying the violation. The court must provide a simplified form affidavit for use under this paragraph.

(d) The residential tenant need not deposit rent if none is due to the landlord at the time the residential tenant files the notice required by paragraph (b) or (c). All rent which becomes due to the landlord after that time but before the hearing under subdivision 6 must be deposited with the court administrator. As long as proceedings are pending under this section, the residential tenant must pay rent to the landlord or as directed by the court and may not withhold rent to remedy a violation.

Subd. 2. **COUNTERCLAIM FOR POSSESSION.** (a) The landlord may file a counterclaim for possession of the property in cases where the landlord alleges that the residential tenant did not deposit the full amount of rent with the court administrator.

(b) The court must set the date for a hearing on the counterclaim not less than seven nor more than 14 days from the day of filing the counterclaim. If the rent escrow hearing and the hearing on the counterclaim for possession cannot be heard on the same day, the matters must be consolidated and heard on the date scheduled for the hearing on the counterclaim.

(c) The contents of the counterclaim for possession must meet the requirements for a complaint under section 44.

(d) The landlord must serve the counterclaim as provided in section 46, except that the affidavit of service or mailing may be brought to the hearing rather than filed with the court before the hearing.

(e) The court must provide a simplified form for use under this section.

Subd. 3. **DEFENSES.** The defenses provided in section 62 are defenses to an action brought under this section.

Subd. 4. **FILING FEE.** The court administrator may charge a filing fee in the amount set for complaints and counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

Subd. 5. **NOTICE OF HEARING.** (a) A hearing must be held within ten to 14 days from the day a residential tenant deposits rent with the court administrator.

(b) If the cost of remedying the violation, as estimated by the residential tenant, is within the jurisdictional limit for conciliation court, the court administrator shall notify the landlord and the residential tenant of the time and place of the hearing by first class mail.

(c) The residential tenant must provide the court administrator with the landlord's name and address. If the landlord has disclosed a post office box as the landlord's address under section 17, notice of the hearing may be mailed to the post office box.

(d) If the cost of remedying the violation, as estimated by the tenant, is above the jurisdictional limit for conciliation court, the tenant must serve the notice of hearing according to the Minnesota Rules of Civil Procedure.

(e) The notice of hearing must specify the amount the residential tenant has deposited with the court administrator and must inform the landlord that possession of the premises will not be in issue at the hearing unless the landlord files a counterclaim for possession or an eviction action.

Subd. 6. **HEARING.** The hearing shall be conducted by a court without a jury. A certified copy of an inspection report meets the requirements of rule 803(8) of the Minnesota Rules of Evidence as an exception to the rule against hearsay, and meets the requirements of rules 901 and 902 of the Minnesota Rules of Evidence as to authentication.

Subd. 7. **RELEASE OF RENT PRIOR TO HEARING.** If the residential tenant gives written notice to the court administrator that the violation has been remedied, the court administrator must release the rent to the landlord and, unless the hearing has been consolidated with another action, must cancel the hearing. If the residential tenant and the landlord enter into a written agreement signed by both parties apportioning the rent between them, the court administrator must release the rent in accordance with the written agreement and cancel the hearing.

Subd. 8. **CONSOLIDATION WITH AN EVICTION ACTION.** Actions under this section and eviction actions which involve the same parties must be consolidated and heard on the date scheduled for the eviction action.

Subd. 9. **JUDGMENT.** (a) Upon finding that a violation exists, the court may, in its discretion, do any or all of the following:

(1) order relief as provided in section 64, including retroactive rent abatement;

(2) order that all or a portion of the rent in escrow be released for the purpose of remedying the violation;

(3) order that rent be deposited with the court as it becomes due to the landlord or abate future rent until the landlord remedies the violation; or

(4) impose fines as required in section 58.

(b) When a proceeding under this section has been consolidated with a counterclaim for possession or an eviction action, and the landlord prevails, the residential tenant may redeem the tenancy as provided in section 39.

(c) When a proceeding under this section has been consolidated with a counterclaim for possession or an eviction action on the grounds of nonpayment, the court may not require the residential tenant to pay the landlord's filing fee as a condition of retaining possession of the property when the residential tenant has deposited with the court the full amount of money found by the court to be owed to the landlord.

Subd. 10. **RELEASE OF RENT AFTER HEARING.** If the court finds, after a hearing on the matter has been held, that no violation exists in the building or that the residential tenant did not deposit the full amount of rent due with the court administrator, it shall order the immediate release of the rent to the landlord. If the court finds that a violation existed, but was remedied between the commencement of the action and the hearing, it may order rent abatement and must release the rent to the parties accordingly. Any rent found to be owed to the residential tenant must be released to the tenant.

Subd. 11. **RETALIATION; WAIVER NOT ALLOWED.** Section 67 applies to proceedings under this section. The residential tenant rights under this section may not be waived or modified and are in addition to and do not limit other rights or remedies which may be available to the residential tenant and landlord, except as provided in subdivision 1.

Sec. 58. **[504B.391] VIOLATIONS OF BUILDING REPAIR ORDERS.**

Subdivision 1. **NONCOMPLIANCE; FINES.** If the court finds that a landlord has willfully failed to comply with a court order to remedy a violation, the court shall fine the landlord according to the following schedule:

(1) $250 for the first failure to comply;

(2) $500 for the second failure to comply with an order regarding the same violation; and

(3) $750 for the third and each subsequent failure to comply with an order regarding the same violation.

Subd. 2. **CRIMINAL PENALTY.** A landlord who willfully fails to comply with a court order to remedy a violation is guilty of a gross misdemeanor if it is the third or subsequent time that the landlord has willfully failed to comply with an order to remedy a violation within a three–year period.

TENANT REMEDIES ACTION

Sec. 59. **[504B.395] PROCEDURE.**

Subdivision 1. **WHO MAY BRING ACTION.** An action may be brought in district court by:

(1) a residential tenant of a residential building in which a violation, as defined in section 1, subdivision 14, is alleged to exist;

(2) any housing–related neighborhood organization with the written permission of a residential tenant of a residential building in which a violation, as defined in section 1, subdivision 14, clause (1) or (2), is alleged to exist;

(3) a housing–related neighborhood organization that has within its geographical area an unoccupied residential building in which a violation, as defined in section 1, subdivision 14, clause (1) or (2), is alleged to exist; or

(4) a state, county, or local department or authority, charged with the enforcement of codes relating to health, housing, or building maintenance.

Subd. 2. **VENUE.** The venue of the action authorized by this section is the county where the residential building alleged to contain violations is located.

Subd. 3. **WHEN ACTION MAY BE BROUGHT.** (a) After a residential building inspection has been made under section 18, an action may not be brought under sections 56, 57, or 59 to 69 until the time granted under section 18, subdivision 2, has expired and satisfactory repairs to remove the code violations have not been made.

(b) Notwithstanding paragraph (a), an action may be brought if the residential tenant, or neighborhood organization with the written permission of a tenant, alleges the time granted under section 18, subdivision 2, is excessive.

Subd. 4. **LANDLORD MUST BE INFORMED.** A landlord must be informed in writing of an alleged violation at least 14 days before an action is brought by:

(1) a residential tenant of a residential building in which a violation as defined in section 1, subdivision 14, clause (2) or (3), is alleged to exist; or

(2) a housing–related neighborhood organization, with the written permission of a residential tenant of a residential building in which a violation, as defined in section 1, subdivision 14, clause (2), is alleged to exist. The notice requirement may be waived if the court finds that the landlord cannot be located despite diligent efforts.

Subd. 5. **SUMMONS AND COMPLAINT REQUIRED.** The action must be started by service of a complaint and summons. The summons may be issued only by a judge or court administrator.

Subd. 6. **CONTENTS OF COMPLAINT.** (a) The complaint must be verified and must:

(1) allege material facts showing that a violation or violations exist in the residential building;

(2) state the relief sought; and

(3) list the rent due each month from each dwelling unit within the residential building, if known.

(b) If the violation is a violation as defined in section 1, subdivision 14, clause (1), the complaint must be accompanied by:

(1) a copy of the official report of inspection by a department of health, housing, or buildings, certified by the custodian of records of that department stating:

(i) when and by whom the residential building concerned was inspected;

(ii) what code violations were recorded; and

(iii) that notice of the code violations has been given to the landlord; or

(2) a statement that a request for inspection was made to the appropriate state, county, or municipal department, that demand was made on the landlord to correct the alleged code violation, and that a reasonable period of time has elapsed since the demand or request was made.

Sec. 60. **[504B.401] SUMMONS.**

Subdivision 1. **CONTENTS.** (a) On receipt of the complaint in section 59, the court administrator shall prepare a summons. The summons shall:

(1) specify the time and place of the hearing to be held on the complaint; and

(2) state that if at the time of the hearing a defense is not interposed and established by the landlord, judgment may be entered for the relief requested and authorized by sections 56 and 59 to 73.

(b) The hearing must be scheduled not less than five nor more than ten days after receipt of the complaint by the court administrator.

Subd. 2. **SERVICE.** The summons and complaint must be served upon the landlord or the landlord's agent not less than five nor more than ten days before the hearing. Service shall be by personal service upon the defendant pursuant to the Minnesota Rules of Civil Procedure. If personal service cannot be made with due diligence, service may be made by affixing a copy of the summons and complaint prominently to the residential building involved, and mailing at the same time a copy of the summons and complaint by certified mail to the last known address of the landlord.

Sec. 61. **[504B.411] ANSWER.**

At or before the time of the hearing, the landlord may answer in writing. Defenses that are not contained in a written answer must be orally pleaded at the hearing before any testimony is taken. No delays in the date of hearing may be granted to allow time to prepare a written answer or reply except with the consent of all parties.

Sec. 62. **[504B.415] DEFENSES.**

It is a sufficient defense to a complaint under section 57 or 59 that:

(1) the violation or violations alleged in the complaint do not exist or that the violation or violations have been removed or remedied;

(2) the violations have been caused by the willful, malicious, negligent, or irresponsible conduct of a complaining residential tenant or anyone under the tenant's direction or control; or

(3) a residential tenant of the residential building has unreasonably refused entry to the landlord or the landlord's agent to a portion of the property for the purpose of correcting the violation, and that the effort to correct was made in good faith.

Sec. 63. **[504B.421] HEARING.**

If issues of fact are raised, they must be tried by the court without a jury. The court may grant a postponement of the trial on its own motion or at the request of a party if it determines that postponements are necessary to enable a party to procure necessary witnesses or evidence. A postponement must be for no more than ten days except by consent of all appearing parties.

Sec. 64. **[504B.425] JUDGMENT.**

(a) If the court finds that the complaint in section 59 has been proved, it may, in its discretion, take any of the actions described in paragraphs (b) to (g), either alone or in combination.

(b) The court may order the landlord to remedy the violation or violations found by the court to exist if the court is satisfied that corrective action will be undertaken promptly.

(c) The court may order the residential tenant to remedy the violation or violations found by the court to exist and deduct the cost from the rent subject to the terms as the court determines to be just.

(d) The court may appoint an administrator with powers described in section 68, and:

(1) direct that rents due:

(i) on and from the day of entry of judgment, in the case of petitioning residential tenants or housing–related neighborhood organizations; and

(ii) on and from the day of service of the judgment on all other residential and commercial tenants of the residential building, if any,

shall be deposited with the administrator appointed by the court; and

(2) direct that the administrator use the rents collected to remedy the violations found to exist by the court by paying the debt service, taxes, and insurance, and providing the services necessary to the ordinary operation and maintenance of the residential building which the landlord is obligated to provide but fails or refuses to provide.

(e) The court may find the extent to which any uncorrected violations impair the residential tenants' use and enjoyment of the property contracted for and order the rent abated accordingly. If the court enters judgment under this paragraph, the parties shall be informed and the court shall determine the amount by which the rent is to be abated.

(f) After termination of administration, the court may continue the jurisdiction of the court over the residential building for a period of one year and order the landlord to maintain the residential building in compliance with all applicable state, county, and city health, safety, housing, building, fire prevention, and housing maintenance codes.

(g) The court may grant any other relief it deems just and proper, including a judgment against the landlord for reasonable attorney fees, not to exceed $500, in the case of a prevailing residential tenant or neighborhood organization. The $500 limitation does not apply to awards made under section 549.211 or other specific statutory authority.

Sec. 65. **[504B.431] SERVICE OF JUDGMENT.**

A copy of the judgment must be personally served on every residential and commercial tenant of the residential building whose obligations will be affected by the judgment. If, with due diligence, personal service cannot be made, service may be made by posting a notice of the judgment on the entrance door of the residential tenant's dwelling or commercial tenant's unit and by mailing a copy of the judgment to the residential tenant or commercial tenant by certified mail.

Sec. 66. **[504B.435] LANDLORD'S RIGHT TO COLLECT RENT SUSPENDED.**

If an administrator has been appointed pursuant to section 64, paragraph (d), any right of the landlord to collect rent from the petitioner is void and unenforceable from the time the court signs the order for judgment until the administration is terminated. Any right of the landlord to collect rent from other tenants is void and unenforceable from the time of service of judgment as set forth in section 65 until the administration is terminated.

Sec. 67. **[504B.441] RESIDENTIAL TENANT MAY NOT BE PENALIZED FOR COMPLAINT.**

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

Sec. 68. **[504B.445] ADMINISTRATOR.**

Subdivision 1. **APPOINTMENT.** The administrator may be a person, local government unit or agency, other than a landlord of the building, the inspector, the complaining residential tenant, or a person living in the complaining residential tenant's dwelling unit. If a state or court agency is authorized by statute, ordinance, or regulation to provide persons or neighborhood organizations to act as administrators under this section, the court may appoint them to the extent they are available.

Subd. 2. **POSTING BOND.** A person or neighborhood organization appointed as administrator shall post bond to the extent of the rents expected by the court to be necessary to be collected to correct the violation or violations. Administrators appointed from governmental agencies shall not be required to post bond.

Subd. 3. **EXPENSES.** The court may allow a reasonable amount for the services of administrators and the expense of the administration from rent money. When the administration terminates, the court may enter judgment against the landlord in a reasonable amount for the services and expenses incurred by the administrator.

Subd. 4. **POWERS.** The administrator may:

(1) collect rents from residential and commercial tenants, evict residential and commercial tenants for nonpayment of rent or other cause, enter into leases for vacant dwelling units, rent vacant commercial units with the consent of the landlord, and exercise other powers necessary and appropriate to carry out the purposes of sections 56 and 59 to 73;

(2) contract for the reasonable cost of materials, labor, and services necessary to remedy the violation or violations found by the court to exist and for the rehabilitation of the property to maintain safe and habitable conditions over the useful life of the property, and disburse money for these purposes from funds available for the purpose;

(3) provide services to the residential tenants that the landlord is obligated to provide but refuses or fails to provide, and pay for them from funds available for the purpose;

(4) petition the court, after notice to the parties, for an order allowing the administrator to encumber the property to secure funds to the extent necessary to cover the costs described in clause (2), including reasonable fees for the administrator's services, and to pay for the costs from funds derived from the encumbrance; and

(5) petition the court, after notice to the parties, for an order allowing the administrator to receive funds made available for this purpose by the federal or state governing body or the municipality to the extent necessary to cover the costs described in clause (2) and pay for them from funds derived from this source.

The municipality shall recover disbursements under clause (5) by special assessment on the real estate affected, bearing interest at the rate determined by the municipality, but not to exceed the rate established for finance charges for open-end credit sales under section 334.16, subdivision 1, clause (b). The assessment, interest, and any penalties shall be collected as are special assessments made for other purposes under state statute or municipal charter.

Subd. 5. **TERMINATION OF ADMINISTRATION.** At any time during the administration, the administrator or any party may petition the court after notice to all parties for an order terminating the administration on the ground that the funds available to the administrator are insufficient to effect the prompt remedy of the violations. If the court finds that the petition is proved, the court shall terminate the administration and proceed to judgment under section 64, paragraph (e).

Subd. 6. **RESIDENTIAL BUILDING REPAIRS AND SERVICES.** The administrator must first contract and pay for residential building repairs and services necessary to keep the residential building habitable before other expenses may be paid. If sufficient funds are not available for paying other expenses, such as tax and mortgage payments, after paying for necessary repairs and services, the landlord is responsible for the other expenses.

Subd. 7. **ADMINISTRATOR'S LIABILITY.** The administrator may not be held personally liable in the performance of duties under this section except for misfeasance, malfeasance, or nonfeasance of office.

Subd. 8. **DWELLING'S ECONOMIC VIABILITY.** In considering whether to grant the administrator funds under subdivision 4, the court must consider factors relating to the long-term economic viability of the dwelling, including:

(1) the causes leading to the appointment of an administrator;

(2) the repairs necessary to bring the property into code compliance;

(3) the market value of the property; and

(4) whether present and future rents will be sufficient to cover the cost of repairs or rehabilitation.

Sec. 69. **[504B.451] RECEIVERSHIP REVOLVING LOAN FUND.**

The Minnesota housing finance agency may establish a revolving loan fund to pay the administrative expenses of receivership administrators under section 68 for properties for occupancy by low- and moderate-income persons or families. Landlords must repay administrative expense payments made from the fund.

Sec. 70. **[504B.455] REMOVAL OF ADMINISTRATOR.**

Subdivision 1. **PETITION BY ADMINISTRATOR.** The administrator may, after notice to all parties, petition the court to be relieved of duties, including in the petition the reasons for it. The court may, in its discretion, grant the petition and discharge the administrator upon approval of the accounts.

Subd. 2. **PETITION BY A PARTY.** A party may, after notice to the administrator and all other parties, petition the court to remove the administrator. If the party shows good cause, the court shall order the administrator removed and direct the administrator to immediately deliver to the court an accounting of administration. The court may make any other order necessary and appropriate under the circumstances.

Subd. 3. **APPOINTMENT OF NEW ADMINISTRATOR.** If the administrator is removed, the court shall appoint a new administrator in accordance with section 68, giving all parties an opportunity to be heard.

Sec. 71. **[504B.461] TERMINATION OF ADMINISTRATION.**

Subdivision 1. **EVENTS OF TERMINATION.** The administration shall be terminated upon one of the following:

(1) certification is secured from the appropriate governmental agency that the violations found by the court to exist at the time of judgment have been remedied; or

(2) an order according to section 68, subdivision 5.

Subd. 2. **ACCOUNTING BY ADMINISTRATOR.** After the occurrence of any of the conditions in subdivision 1, the administrator shall:

(1) submit to the court an accounting of receipts and disbursements of the administration together with copies of all bills, receipts, and other memoranda pertaining to the administration, and, where appropriate, a certification by an appropriate governmental agency that the violations found by the court to exist at the time of judgment have been remedied; and

(2) comply with any other order the court makes as a condition of discharge.

Subd. 3. **DISCHARGE OF ADMINISTRATOR.** Upon approval by the court of the administrator's accounts and compliance by the administrator with any other order the court may make as a condition of discharge, the court shall discharge the administrator from any further responsibilities pursuant to section 56 and sections 59 to 73.

Sec. 72. **[504B.465] WAIVER NOT ALLOWED.**

Any provision of a lease or other agreement in which a provision of section 56 or sections 59 to 73 is waived by a residential tenant is contrary to public policy and void.

Sec. 73. **[504B.471] PURPOSE TO PROVIDE ADDITIONAL REMEDIES.**

The purpose of section 56 and sections 59 to 73 is to provide additional remedies and nothing contained in those sections alters the ultimate financial liability of the landlord or residential tenant for repairs or maintenance of the building.

Sec. 74. **INSTRUCTION TO REVISOR.**

If Minnesota Statutes, chapter 504, 504A, or 566 is amended in the 1999 legislative session, the revisor of statutes shall codify the amendments in chapter 504B.

Sec. 75. **REPEALER.**

Laws 1998, chapter 253, sections 1 to 79, are repealed.

Sec. 76. **EFFECTIVE DATE.**

This article is effective July 1, 1999.

ARTICLE 2

CONFORMING CHANGES

Section 1. Minnesota Statutes 1998, section 72A.20, subdivision 23, is amended to read:

Subd. 23. **DISCRIMINATION IN AUTOMOBILE INSURANCE POLICIES.** (a) No insurer that offers an automobile insurance policy in this state shall:

(1) use the employment status of the applicant as an underwriting standard or guideline; or

(2) deny coverage to a policyholder for the same reason.

(b) No insurer that offers an automobile insurance policy in this state shall:

(1) use the applicant's status as a residential tenant, as the term is defined in section ~~566.18, subdivision 2~~ 504B.001, subdivision 12, as an underwriting standard or guideline; or

(2) deny coverage to a policyholder for the same reason; or

(3) make any discrimination in offering or establishing rates, premiums, dividends, or benefits of any kind, or by way of rebate, for the same reason.

(c) No insurer that offers an automobile insurance policy in this state shall:

(1) use the failure of the applicant to have an automobile policy in force during any period of time before the application is made as an underwriting standard or guideline; or

(2) deny coverage to a policyholder for the same reason.

This provision does not apply if the applicant was required by law to maintain automobile insurance coverage and failed to do so.

An insurer may require reasonable proof that the applicant did not fail to maintain this coverage. The insurer is not required to accept the mere lack of a conviction or citation for failure to maintain this coverage as proof of failure to maintain coverage. The insurer must provide the applicant with information identifying the documentation that is required to establish reasonable proof that the applicant did not fail to maintain the coverage.

(d) No insurer that offers an automobile insurance policy in this state shall use an applicant's prior claims for benefits paid under section 65B.44 as an underwriting standard or guideline if the applicant was 50 percent or less negligent in the accident or accidents causing the claims.

Sec. 2. Minnesota Statutes 1998, section 82.24, subdivision 7, is amended to read:

Subd. 7. **INTEREST BEARING ACCOUNTS.** Notwithstanding the provisions of sections 82.17 to 82.31, a real estate broker may establish and maintain interest bearing accounts for the purpose of receiving deposits in accordance with the provisions of section ~~504.20~~ 504B.178.

Sec. 3. Minnesota Statutes 1998, section 144.9504, subdivision 7, is amended to read:

Subd. 7. **RELOCATION OF RESIDENTS.** (a) Within the limits of appropriations, the assessing agency shall ensure that residents are relocated from rooms or dwellings during a lead hazard reduction process that generates leaded dust, such as removal or disruption of lead–based paint or plaster that contains lead. Residents shall not remain in rooms or dwellings where the lead hazard reduction process is occurring. An assessing agency is not required to pay for relocation unless state or federal funding is available for this purpose. The assessing agency shall make an effort to assist the resident in locating resources that will provide assistance with relocation costs. Residents shall be allowed to return to the residence or dwelling after completion of the lead hazard reduction process. An assessing agency shall use grant funds under section 144.9507 if available, in cooperation with local housing agencies, to pay for moving costs and rent for a temporary residence for any low–income resident temporarily relocated during lead hazard reduction. For purposes of this section, "low–income resident" means any resident whose gross household income is at or below 185 percent of federal poverty level.

(b) A resident of rental property who is notified by an assessing agency to vacate the premises during lead hazard reduction, notwithstanding any rental agreement or lease provisions:

(1) shall not be required to pay rent due the landlord for the period of time the tenant vacates the premises due to lead hazard reduction;

(2) may elect to immediately terminate the tenancy effective on the date the tenant vacates the premises due to lead hazard reduction; and

(3) shall not, if the tenancy is terminated, be liable for any further rent or other charges due under the terms of the tenancy.

(c) A landlord of rental property whose tenants vacate the premises during lead hazard reduction shall:

(1) allow a tenant to return to the dwelling unit after lead hazard reduction and clearance inspection, required under this section, is completed, unless the tenant has elected to terminate the tenancy as provided for in paragraph (b); and

(2) return any security deposit due under section ~~504.20~~ 504B.178 within five days of the date the tenant vacates the unit, to any tenant who terminates tenancy as provided for in paragraph (b).

Sec. 4. Minnesota Statutes 1998, section 144A.13, subdivision 2, is amended to read:

Subd. 2. **RESIDENT'S RIGHTS.** The administrator of a nursing home shall inform each resident in writing at the time of admission of the right to complain to the administrator about facility accommodations and services. A notice of the right to complain shall be posted in the nursing home. The administrator shall also inform each resident of the right to complain to the commissioner of health. No controlling person or employee of a nursing home shall retaliate in any way against a complaining nursing home resident and no nursing home resident may be denied any right available to the resident under chapter ~~566~~ 504B.

Sec. 5. Minnesota Statutes 1998, section 144D.06, is amended to read:

144D.06 **OTHER LAWS.**

A housing with services establishment shall obtain and maintain all other licenses, permits, registrations, or other governmental approvals required of it in addition to registration under this chapter. A housing with services establishment is subject to the provisions of ~~sections 504.01 to 504.28 and 566.01 to 566.175~~ chapter 504B.

Sec. 6. Minnesota Statutes 1998, section 216C.30, subdivision 5, is amended to read:

Subd. 5. **REMEDIES ADDITIONAL FOR HEALTH OR SAFETY VIOLATION.** For purposes of sections ~~504.18~~ 504B.161 and ~~566.18~~ 504B.185 and 504B.381 to ~~566.33~~ 504B.471, the weatherstripping, caulking, storm window, and storm door energy efficiency standards for renter–occupied residences prescribed by section 216C.27, subdivisions 1 and 3, are health and safety standards and the penalties and remedies provided in this section are in addition to and do not limit remedies otherwise available to tenants of renter–occupied residences.

Sec. 7. Minnesota Statutes 1998, section 299C.67, subdivision 5, is amended to read:

Subd. 5. **OWNER.** "Owner" has the meaning given to "landlord" in section ~~566.18, subdivision 3~~ 504B.001, subdivision 7. However, "owner" does not include a person who

owns, operates, or is in control of a health care facility or a home health agency licensed by the commissioner of health or human services under chapter 144, 144A, 144B, or 245A, or a board and lodging establishment with special services registered under section 157.17.

Sec. 8. Minnesota Statutes 1998, section 299C.67, subdivision 7, is amended to read:

Subd. 7. **TENANT.** "Tenant" has the meaning given to "residential tenant" in section ~~566.18, subdivision 2~~ 504B.001, subdivision 12.

Sec. 9. Minnesota Statutes 1998, section 299C.69, is amended to read:

299C.69 **OWNER DUTIES IF MANAGER CONVICTED OF CRIME.**

(a) If the superintendent's response indicates that the manager has been convicted of a background check crime defined in section 299C.67, subdivision 2, paragraph (a), the owner may not hire the manager or, if the manager was hired pending completion of the background check, shall terminate the manager's employment. Except as provided in paragraph (c), if an owner otherwise knows that a manager has been convicted of a background check crime defined in section 299C.67, subdivision 2, paragraph (a), the owner shall terminate the manager's employment.

(b) If the superintendent's response indicates that the manager has been convicted of a background check crime defined in section 299C.67, subdivision 2, paragraph (b), the owner may not hire the manager unless more than ten years have elapsed since the date of discharge of the sentence. If the manager was hired pending completion of the background check, the owner shall terminate the manager's employment unless more than ten years have elapsed since the date of discharge of the sentence. Except as provided in paragraph (c), if an owner otherwise knows that a manager has been convicted of a background check crime defined in section 299C.67, subdivision 2, paragraph (b), the owner shall terminate the manager's employment unless more than ten years have elapsed since the date of discharge of the sentence.

(c) If an owner knows that a manager hired before July 1, 1995, was convicted of a background check crime for an offense committed before July 1, 1995, the owner may continue to employ the manager. However, the owner shall notify all tenants and prospective tenants whose dwelling units would be accessible to the manager of the crime for which the manager has been convicted and of the right of a current tenant to terminate the tenancy under this paragraph, if the manager was convicted of a background check crime defined in:

(1) section 299C.67, subdivision 2, paragraph (a); or

(2) section 299C.67, subdivision 2, paragraph (b), unless more than ten years have elapsed since the sentence was discharged.

Notwithstanding a lease provision to the contrary, a current tenant who receives a notice under this paragraph may terminate the tenancy within 60 days of receipt of the notice by giving the owner at least 14 days' advance notice of the termination date.

(d) The owner shall notify the manager of any action taken under this subdivision.

(e) If an owner is required to terminate a manager's employment under paragraph (a) or (b), or terminates a manager's employment in lieu of notifying tenants under para-

graph (c), the owner is not liable under any law, contract, or agreement, including liability for unemployment compensation claims, for terminating the manager's employment in accordance with this section. Notwithstanding a lease or agreement governing termination of the tenancy, if the manager whose employment is terminated is also a tenant, the owner may terminate the tenancy immediately upon giving notice to the manager. An ~~unlawful detainer~~ eviction action to enforce the termination of the tenancy must be treated as a priority writ under sections ~~566.05, 566.07, 566.09, subdivision 1, 566.16, subdivision 2, and 566.17, subdivision 1a~~ 504B.321; 504B.335; 504B.345, subdivision 1; 504B.361, subdivision 2; and 504B.365, subdivision 2.

Sec. 10. Minnesota Statutes 1998, section 327C.02, subdivision 2a, is amended to read:

Subd. 2a. **ACTION TO RECOVER POSSESSION OF LAND.** Notwithstanding section ~~566.09~~ 504B.345, in an action to recover possession of land for violation of a new or amended rule, if the court finds that the rule is reasonable or is not a substantial modification, the court shall issue an order in favor of the plaintiff for costs. The court shall order the defendant to comply with the rule within ten days. If the resident fails to comply with the rule at any time after the time period provided by the court, the park owner may, upon a showing to the court that three days' written notice was given to the resident, move the court for writ of restitution to recover possession of the lot.

Sec. 11. Minnesota Statutes 1998, section 327C.03, subdivision 4, is amended to read:

Subd. 4. **SECURITY DEPOSIT.** A park owner may require a resident to deposit with the park owner a fee, not to exceed the amount of two months' rent, to secure the resident's performance of the rental agreement and to protect the park owner against damage by the resident to park property, including any damage done by the resident in the installation or removal of the resident's home. The provisions of section ~~504.20~~ 504B.178 shall apply to any security deposit required by a park owner under this subdivision.

Sec. 12. Minnesota Statutes 1998, section 327C.10, subdivision 1, is amended to read:

Subdivision 1. **NONPAYMENT OF RENT.** In any action to recover possession for failure to pay rent, it shall be a defense that the sum allegedly due contains a charge which violates section 327C.03, or that the park owner has injured the defendant by failing to comply with section ~~504.18~~ 504B.161.

Sec. 13. Minnesota Statutes 1998, section 327C.11, subdivision 1, is amended to read:

Subdivision 1. **RIGHT OF REDEMPTION.** The right of redemption, as expressed in section ~~504.02~~ 504B.291 and the common law, is available to a resident from whom a park owner seeks to recover possession for nonpayment of rent, but no resident may exercise that right more than twice in any 12–month period; provided, that a resident may exercise the right of redemption more than twice in any 12–month period by paying the park owner's actual reasonable attorney's fees as part of each additional exercise of that right during the 12–month period.

Sec. 14. Minnesota Statutes 1998, section 363.033, is amended to read:

363.033 **RENTAL HOUSING PRIORITY; ACCESSIBLE UNITS.**

Subdivision 1. **DEFINITIONS.** The definitions in this subdivision apply to this section.

(a) "Accessible unit" means an accessible rental housing unit that meets the handicapped facility requirements of the State Building Code, Minnesota Rules, chapter 1340.

(b) "~~Owner~~ Landlord" has the meaning given it in section ~~566.18, subdivision 3~~ 504B.001, subdivision 7.

Subd. 2. **PRIORITY REQUIREMENT.** (a) ~~An owner~~ A landlord of rental housing that contains accessible units must give priority for the rental of an accessible unit to a disabled person or a family with a disabled family member who will reside in the unit. The ~~owner~~ landlord must inform nondisabled persons and families that do not include a disabled family member of the possibility of being offered a non–handicapped–equipped unit as provided under this section before a rental agreement to rent an accessible unit is entered.

(b) If a nondisabled person or a family that does not include a disabled person is living in an accessible unit, the person or family must be offered a non–handicapped–equipped unit if the following conditions occur:

(1) a disabled person or a family with a disabled family member who will reside in the unit has signed a rental agreement to rent the accessible unit; and

(2) a similar non–handicapped–equipped unit in the same rental housing complex is available at the same rent.

Sec. 15. Minnesota Statutes 1998, section 462A.05, subdivision 15, is amended to read:

Subd. 15. **REHABILITATION GRANTS.** It may make grants to persons and families of low and moderate income to pay or to assist in paying a loan made pursuant to subdivision 14, or to rehabilitate or to assist in rehabilitating existing residential housing owned or occupied by such persons or families. For the purposes of this section, persons of low and moderate income include administrators appointed pursuant to section ~~566.25, clause (c)~~ 504B.425, paragraph (d). No grant shall be made unless the agency determines that the grant will be used primarily to make the housing more desirable to live in, to increase the market value of the housing or for compliance with state, county or municipal building, housing maintenance, fire, health or similar codes and standards applicable to housing, or to accomplish energy conservation related improvements. In unincorporated areas and municipalities not having codes and standards, the agency may, solely for the purpose of administering this provision, establish codes and standards. No grant for rehabilitation of owner occupied residential housing shall be denied solely because the grant will not be used for placing the residential housing in full compliance with all state, county or municipal building, housing maintenance, fire, health or similar codes and standards applicable to housing. The amount of any grant shall not exceed the lesser of (a) $6,000, or (b) the actual cost of the work performed, or (c) that portion of the cost of rehabilitation which the agency determines cannot otherwise be paid by the person or family without spending an unreasonable portion of the income of the person or family

thereon. In making grants, the agency shall determine the circumstances under which and the terms and conditions under which all or any portion thereof will be repaid and shall determine the appropriate security should repayment be required.

The agency may also make grants to rehabilitate or to assist in rehabilitating housing under this subdivision to persons of low and moderate income for the purpose of qualifying as foster parents.

Sec. 16. Minnesota Statutes 1998, section 462C.05, subdivision 8, is amended to read:

Subd. 8. **REVENUE AGREEMENT AND FINANCING LEASE.** Any revenue agreement or financing lease which includes a provision for a conveyance of real estate to the lessee or contracting party may be terminated in accordance with the revenue agreement or financing lease, notwithstanding that the revenue agreement or financing lease may constitute an equitable mortgage. No financing lease of any development is subject to section ~~504.02~~ 504B.291, unless expressly so provided in the financing lease. Leases of specific dwelling units in the development to tenants are not affected by this subdivision.

Sec. 17. Minnesota Statutes 1998, section 469.156, is amended to read:

469.156 **AUTHORIZATION OF PROJECTS AND BONDS.**

The acquisition, construction, reconstruction, improvement, betterment, or extension of any project, the execution of any revenue agreement or mortgage pertaining thereto, and the issuance of bonds in anticipation of the collection of the revenues of the project to provide funds to pay for its cost, may be authorized by an ordinance or resolution of the governing body adopted at a regular or duly called special meeting thereof by the affirmative vote of a majority of its members. No election shall be required to authorize the use of any of the powers conferred by sections 469.152 to 469.165. No lease of any project shall be subject to the provisions of section ~~504.02~~ 504B.291, unless expressly so provided in the lease.

Sec. 18. Minnesota Statutes 1998, section 471A.03, subdivision 6, is amended to read:

Subd. 6. **REMEDIES.** The municipality may provide that title to the facilities shall vest in or revert to the municipality if the private vendor defaults under any specified provisions in the service contract. The municipality may acquire or reacquire any facilities and terminate the service contract in accordance with its terms notwithstanding that the service contract may constitute an equitable mortgage. No lease of facilities by the municipality to the private vendor is subject to the provisions of section ~~504.02~~ 504B.291, unless expressly so provided in the service contract.

Sec. 19. Minnesota Statutes 1998, section 481.02, subdivision 3, is amended to read:

Subd. 3. **PERMITTED ACTIONS.** The provisions of this section shall not prohibit:

(1) any person from drawing, without charge, any document to which the person, an employer of the person, a firm of which the person is a member, or a corporation whose officer or employee the person is, is a party, except another's will or testamentary disposition or instrument of trust serving purposes similar to those of a will;

(2) a person from drawing a will for another in an emergency if the imminence of death leaves insufficient time to have it drawn and its execution supervised by a licensed attorney–at–law;

(3) any insurance company from causing to be defended, or from offering to cause to be defended through lawyers of its selection, the insureds in policies issued or to be issued by it, in accordance with the terms of the policies;

(4) a licensed attorney–at–law from acting for several common–carrier corporations or any of its subsidiaries pursuant to arrangement between the corporations;

(5) any bona fide labor organization from giving legal advice to its members in matters arising out of their employment;

(6) any person from conferring or cooperating with a licensed attorney–at–law of another in preparing any legal document, if the attorney is not, directly or indirectly, in the employ of the person or of any person, firm, or corporation represented by the person;

(7) any licensed attorney–at–law of Minnesota, who is an officer or employee of a corporation, from drawing, for or without compensation, any document to which the corporation is a party or in which it is interested personally or in a representative capacity, except wills or testamentary dispositions or instruments of trust serving purposes similar to those of a will, but any charge made for the legal work connected with preparing and drawing the document shall not exceed the amount paid to and received and retained by the attorney, and the attorney shall not, directly or indirectly, rebate the fee to or divide the fee with the corporation;

(8) any person or corporation from drawing, for or without a fee, farm or house leases, notes, mortgages, chattel mortgages, bills of sale, deeds, assignments, satisfactions, or any other conveyances except testamentary dispositions and instruments of trust;

(9) a licensed attorney–at–law of Minnesota from rendering to a corporation legal services to itself at the expense of one or more of its bona fide principal stockholders by whom the attorney is employed and by whom no compensation is, directly or indirectly, received for the services;

(10) any person or corporation engaged in the business of making collections from engaging or turning over to an attorney–at–law for the purpose of instituting and conducting suit or making proof of claim of a creditor in any case in which the attorney–at–law receives the entire compensation for the work;

(11) any regularly established farm journal or newspaper, devoted to general news, from publishing a department of legal questions and answers to them, made by a licensed attorney–at–law, if no answer is accompanied or at any time preceded or followed by any charge for it, any disclosure of any name of the maker of any answer, any recommendation of or reference to any one to furnish legal advice or services, or by any legal advice or service for the periodical or any one connected with it or suggested by it, directly or indirectly;

(12) any authorized management agent of an owner of rental property used for residential purposes, whether the management agent is a natural person, corporation, partnership, limited partnership, or any other business entity, from commencing, maintain-

ing, conducting, or defending in its own behalf any action in any court in this state to recover or retain possession of the property, except that the provision of this clause does not authorize a person who is not a licensed attorney–at–law to conduct a jury trial or to appear before a district court or the court of appeals or supreme court pursuant to an appeal;

(13) any person from commencing, maintaining, conducting, or defending on behalf of the plaintiff or defendant any action in any court of this state pursuant to the provisions of section ~~566.175~~ 504B.375 or sections ~~566.18 to 566.35~~ 504B.185 and 504B.381 to 504B.471 or from commencing, maintaining, conducting, or defending on behalf of the plaintiff or defendant any action in any court of this state for the recovery of rental property used for residential purposes pursuant to the provisions of section ~~566.02 or 566.03, subdivision 1~~ 504B.285, subdivision 1, or 504B.301, except that the provision of this clause does not authorize a person who is not a licensed attorney–at–law to conduct a jury trial or to appear before a district court or the court of appeals or supreme court pursuant to an appeal, and provided that, except for a nonprofit corporation, a person who is not a licensed attorney–at–law shall not charge or collect a separate fee for services rendered pursuant to this clause;

(14) the delivery of legal services by a specialized legal assistant in accordance with a specialty license issued by the supreme court before July 1, 1995;

(15) the sole shareholder of a corporation from appearing on behalf of the corporation in court; or

(16) an officer, manager, partner, or employee or an agent of a condominium, cooperative, or townhouse association from appearing on behalf of a corporation, limited liability company, partnership, sole proprietorship, or association in conciliation court or in a district court action removed from conciliation court, in accordance with section 491A.02, subdivision 4.

Sec. 20. Minnesota Statutes 1998, section 484.013, subdivision 2, is amended to read:

Subd. 2. **JURISDICTION.** The housing calendar program may consolidate the hearing and determination of all proceedings under ~~chapters 504 and 566~~ chapter 504B; criminal and civil proceedings related to violations of any state, county or city health, safety, housing, building, fire prevention or housing maintenance code; escrow of rent proceedings; landlord–tenant damage actions; and actions for rent and rent abatement. A proceeding under sections ~~566.01 to 566.17~~ 504B.281 to 504B.371 may not be delayed because of the consolidation of matters under the housing calendar program.

Sec. 21. Minnesota Statutes 1998, section 487.17, is amended to read:

487.17 **FORCIBLE ENTRY AND UNLAWFUL DETAINER.**

Whether or not title to real estate is involved, the county court has jurisdiction of actions of forcible entry and unlawful detainer or actions for unlawful removal or exclusion pursuant to section ~~566.175~~ 504B.375, involving land located wholly or partly within the county court district and of actions seeking relief for code violations pursuant to sections ~~566.18 to 566.33~~ 504B.185 and 504B.381 to 504B.471 involving premises located wholly or partly within the county court district.

Sec. 22. Minnesota Statutes 1998, section 487.24, is amended to read:

487.24 **FORCIBLE ENTRY AND UNLAWFUL DETAINER ACTIONS.**

Subdivision 1. **RETURN DAYS.** Return days for forcible entry and unlawful detainer actions may be fixed by rule promulgated by the court.

Subd. 2. **PROCEDURE; FORMS.** Sections ~~566.01 to 566.16~~ 504B.281 to 504B.371 apply to the county court. The forms therein prescribed, with appropriate modifications, may be used.

Subd. 3. **DEFAULT JUDGMENTS.** Whenever a duly verified complaint in an action of forcible entry or unlawful detainer shows one of the causes of action set forth in section ~~566.03~~ 504B.285, and on the return day of the summons the defendant does not appear, the judge of the county court, upon proof of the due service of the summons, may find the defendant in default and file an order for judgment accordingly.

Sec. 23. Minnesota Statutes 1998, section 488A.01, subdivision 4a, is amended to read:

Subd. 4a. **JURISDICTION.** Notwithstanding the provisions of subdivision 2 or 8 or any court rule to the contrary, the municipal court of Hennepin county has jurisdiction to determine an action brought pursuant to section ~~504.20~~ 504B.178 for the recovery of a deposit on rental property located in Hennepin county, and the summons in the action may be served anywhere in the state of Minnesota.

Sec. 24. Minnesota Statutes 1998, section 488A.01, subdivision 5, is amended to read:

Subd. 5. **FORCIBLE ENTRY AND UNLAWFUL DETAINER OR UNLAWFUL REMOVAL OR EXCLUSION.** Whether or not the title to real estate is involved, the court has jurisdiction of actions of forcible entry and unlawful detainer or actions for unlawful removal or exclusion pursuant to section ~~566.175~~ 504B.375, involving land located wholly or in part within Hennepin county and, notwithstanding any provision of subdivision 7 to the contrary, of actions seeking relief for code violations pursuant to sections ~~566.18 to 566.33~~ 504B.185 and 504B.381 to 504B.471 involving premises located wholly or partly within Hennepin county.

Sec. 25. Minnesota Statutes 1998, section 488A.11, is amended to read:

488A.11 **FORCIBLE ENTRY AND UNLAWFUL DETAINER ACTIONS.**

Subdivision 1. **RETURN DAYS.** Return days for forcible entry and unlawful detainer actions may be fixed by rule promulgated by a majority of the judges.

Subd. 2. **PROCEDURE; FORMS.** Sections ~~566.01 to 566.16~~ 504B.281 to 504B.371 apply to the court. The forms therein prescribed, with appropriate modifications, may be used.

Subd. 3. **DEFAULT JUDGMENTS.** Whenever a duly verified complaint in an action of forcible entry or unlawful detainer shows one of the causes of action set forth in section ~~566.03~~ 504B.285 and on the return day of the summons the defendant does not appear, the judge, upon proof of the due service of the summons, shall enter an order adjudging the defendant to be in default, and thereafter the court administrator shall enter judgment for the plaintiff without the introduction of evidence.

Sec. 26. Minnesota Statutes 1998, section 488A.18, subdivision 4, is amended to read:

Subd. 4. **CIVIL JURISDICTION.** (a) Excepting cases involving title to real estate, the court has jurisdiction to hear, try and determine civil actions at law in which the amount in controversy does not exceed $15,000, exclusive of interest and costs. The territorial jurisdiction of the court is coextensive with the geographic boundaries of the county of Ramsey.

(b) The court also has jurisdiction, within the limitations provided in this subdivision, to hear, try and determine civil actions commenced by a plaintiff, resident of Ramsey county, where the action arose out of alleged negligent operation of a motor vehicle in Ramsey county, notwithstanding that the defendant or defendants are not residents of the county. Notwithstanding any law or rule of civil procedure to the contrary, the summons in the action may be served anywhere within the state of Minnesota.

(c) Notwithstanding the provisions of clause (a) or any rule of court to the contrary, the municipal court of Ramsey county has jurisdiction to determine an action brought pursuant to section ~~504.20~~ 504B.178 for the recovery of a deposit on rental property located in whole or in part in Ramsey county, and the summons in the action may be served anywhere within the state of Minnesota.

Sec. 27. Minnesota Statutes 1998, section 488A.18, subdivision 6, is amended to read:

Subd. 6. **FORCIBLE ENTRY AND UNLAWFUL DETAINER OR UNLAWFUL REMOVAL OR EXCLUSION.** Whether or not the title to real estate is involved, the court has jurisdiction of actions of forcible entry and unlawful detainer or actions for unlawful removal or exclusion pursuant to section ~~566.175~~ 504B.375, involving land located wholly or in part within Ramsey county and, notwithstanding any provision of subdivision 8 to the contrary, of actions seeking relief for code violations pursuant to sections ~~566.18 to 566.33~~ 504B.185 and 504B.381 to 504B.471 involving premises located wholly or partly within Ramsey county.

Sec. 28. Minnesota Statutes 1998, section 491A.01, subdivision 9, is amended to read:

Subd. 9. **JURISDICTION; RENTAL PROPERTY.** The conciliation court also has jurisdiction to determine an action for damages arising from the landlord and tenant relationship under chapter ~~504~~ 504B or under the rental agreement in the county in which the rental property is located.

Sec. 29. Minnesota Statutes 1998, section 514.977, is amended to read:

514.977 **DEFAULT.**

If an occupant defaults in the payment of rent or otherwise breaches the rental agreement, the owner may commence an unlawful detainer action under section ~~566.01~~ 504B.281.

Sec. 30. Minnesota Statutes 1998, section 515B.3–116, is amended to read:

515B.3–116 **LIEN FOR ASSESSMENTS.**

(a) The association has a lien on a unit for any assessment levied against that unit from the time the assessment becomes due. If an assessment is payable in installments,

the full amount of the assessment is a lien from the time the first installment thereof becomes due. Unless the declaration otherwise provides, fees, charges, late charges, fines and interest charges pursuant to section 515B.3–102(a)(10), (11) and (12) are liens, and are enforceable as assessments, under this section.

(b) A lien under this section is prior to all other liens and encumbrances on a unit except (i) liens and encumbrances recorded before the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes, or takes subject to, (ii) any first mortgage on the unit, or, in a cooperative, any first security interest encumbering only the unit owner's interest in the unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the unit. If a first mortgage on a unit is foreclosed, the first mortgage was recorded after June 1, 1994, and no owner redeems during the owner's period of redemption provided by chapter 580, 581, or 582, the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the unit subject to unpaid assessments for common expenses levied pursuant to section 515B.3–115(a), (h)(1) to (3), (i), and (l) which became due, without acceleration, during the six months immediately preceding the first day following the end of the owner's period of redemption. If a first security interest encumbering a unit owner's interest in a cooperative unit which is personal property is foreclosed, the secured party or the purchaser at the sale shall take title to the unit subject to unpaid assessments for common expenses levied pursuant to section 515B.3–115(a), (h)(1) to (3), (i), and (l) which became due, without acceleration, during the six months immediately preceding the first day following either the date of sale pursuant to section 336.9–504 or the date on which the obligation of the unit owner is discharged pursuant to section 336.9–505. This subsection shall not affect the priority of mechanics' liens.

(c) Recording of the declaration constitutes record notice and perfection of any lien under this section, and no further recordation of any notice of or claim for the lien is required.

(d) Proceedings to enforce an assessment lien shall be instituted within three years after the last installment of the assessment becomes payable, or shall be barred.

(e) The unit owner of a unit at the time an assessment is due shall be personally liable to the association for payment of the assessment levied against the unit. If there are multiple owners of the unit, they shall be jointly and severally liable.

(f) This section does not prohibit actions to recover sums for which subsection (a) creates a lien nor prohibit an association from taking a deed in lieu of foreclosure.

(g) The association shall furnish to a unit owner or the owner's authorized agent upon written request of the unit owner or the authorized agent a statement setting forth the amount of unpaid assessments currently levied against the owner's unit. If the unit owner's interest is real estate, the statement shall be in recordable form. The statement shall be furnished within ten business days after receipt of the request and is binding on the association and every unit owner.

(h) The association's lien may be foreclosed as provided in this subsection.

(1) In a condominium or planned community, the association's lien may be foreclosed in a like manner as a mortgage containing a power of sale pursuant to chapter 580, or by action pursuant to chapter 581. The association shall have a power of sale to foreclose the lien pursuant to chapter 580.

(2) In a cooperative whose unit owners' interests are real estate, the association's lien shall be foreclosed in a like manner as a mortgage on real estate as provided in paragraph (1).

(3) In a cooperative whose unit owners' interests in the units are personal property, the association's lien shall be foreclosed in a like manner as a security interest under article 9 of chapter 336. In any disposition pursuant to section 336.9–504 or retention pursuant to section 336.9–505, the rights of the parties shall be the same as those provided by law, except (i) notice of sale, disposition, or retention shall be served on the unit owner 90 days prior to sale, disposition, or retention, (ii) the association shall be entitled to its reasonable costs and attorney fees not exceeding the amount provided by section 582.01, subdivision 1a, (iii) the amount of the association's lien shall be deemed to be adequate consideration for the unit subject to disposition or retention, notwithstanding the value of the unit, and (iv) the notice of sale, disposition, or retention shall contain the following statement in capital letters with the name of the association or secured party filled in:

"THIS IS TO INFORM YOU THAT BY THIS NOTICE (fill in name of association or secured party) HAS BEGUN PROCEEDINGS UNDER MINNESOTA STATUTES, CHAPTER 515B, TO FORECLOSE ON YOUR INTEREST IN YOUR UNIT FOR THE REASON SPECIFIED IN THIS NOTICE. YOUR INTEREST IN YOUR UNIT WILL TERMINATE 90 DAYS AFTER SERVICE OF THIS NOTICE ON YOU UNLESS BEFORE THEN:

(a) THE PERSON AUTHORIZED BY (fill in the name of association or secured party) AND DESCRIBED IN THIS NOTICE TO RECEIVE PAYMENTS RECEIVES FROM YOU:

(1) THE AMOUNT THIS NOTICE SAYS YOU OWE; PLUS

(2) THE COSTS INCURRED TO SERVE THIS NOTICE ON YOU; PLUS

(3) $500 TO APPLY TO ATTORNEYS FEES ACTUALLY EXPENDED OR INCURRED; PLUS

(4) ANY ADDITIONAL AMOUNTS FOR YOUR UNIT BECOMING DUE TO (fill in name of association or secured party) AFTER THE DATE OF THIS NOTICE; OR

(b) YOU SECURE FROM A DISTRICT COURT AN ORDER THAT THE FORECLOSURE OF YOUR RIGHTS TO YOUR UNIT BE SUSPENDED UNTIL YOUR CLAIMS OR DEFENSES ARE FINALLY DISPOSED OF BY TRIAL, HEARING, OR SETTLEMENT. YOUR ACTION MUST SPECIFICALLY STATE THOSE FACTS AND GROUNDS THAT DEMONSTRATE YOUR CLAIMS OR DEFENSES.

IF YOU DO NOT DO ONE OR THE OTHER OF THE ABOVE THINGS WITHIN THE TIME PERIOD SPECIFIED IN THIS NOTICE, YOUR OWNERSHIP RIGHTS IN YOUR UNIT WILL TERMINATE AT THE END OF THE PERIOD, YOU WILL LOSE ALL THE MONEY YOU HAVE PAID FOR YOUR UNIT, YOU WILL LOSE YOUR RIGHT TO POSSESSION OF YOUR UNIT, YOU MAY LOSE YOUR RIGHT TO ASSERT ANY CLAIMS OR DEFENSES THAT YOU MIGHT HAVE, AND YOU WILL BE EVICTED. IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, CONTACT AN ATTORNEY IMMEDIATELY."

(4) In any foreclosure pursuant to chapter 580, 581, or 582, the rights of the parties shall be the same as those provided by law, except (i) the period of redemption for unit

owners shall be six months from the date of sale or a lesser period authorized by law, (ii) in a foreclosure by advertisement under chapter 580, the foreclosing party shall be entitled to costs and disbursements of foreclosure, and attorneys fees in the amount provided by section 582.01, subdivision 1a, (iii) in a foreclosure by action under chapter 581, the foreclosing party shall be entitled to costs and disbursements of foreclosure and attorneys fees as the court shall determine, and (iv) the amount of the association's lien shall be deemed to be adequate consideration for the unit subject to foreclosure, notwithstanding the value of the unit.

(i) If a holder of a sheriff's certificate of sale, prior to the expiration of the period of redemption, pays any past due or current assessments, or any other charges lienable as assessments, with respect to the unit described in the sheriff's certificate, then the amount paid shall be a part of the sum required to be paid to redeem under section 582.03.

(j) In a cooperative, following foreclosure, the association may bring an action for unlawful detainer against the unit owner and any persons in possession of the unit, and in that case section ~~504.02~~ 504B.291 shall not apply.

(k) An association may assign its lien rights in the same manner as any other secured party.

Sec. 31. Minnesota Statutes 1998, section 515B.4–111, is amended to read:

515B.4–111 **CONVERSION PROPERTY.**

(a) A declarant of a common interest community containing conversion property, shall give the occupants of residential units in the conversion property notice of the conversion no later than 120 days before they are required to vacate. The notice shall be given by hand delivering or mailing one notice to each residential unit, addressed to the occupants thereof. If the holder of the lessee's interest in the unit has given the owner of the building an address different than that of the unit, then the notice shall also be given to the holder of the lessee's interest at the designated address. The notice shall satisfy the following requirements:

(1) The notice shall set forth generally the rights conferred by this section.

(2) The notice shall have attached to the notice intended for the holder of the lessee's interest a form of purchase agreement setting forth the terms of sale contemplated by subsection (d) and a statement of any significant restrictions on the use and occupancy of the unit to be imposed by the declarant.

(3) The notice shall state that the occupants of the residential unit may demand to be given 60 additional days before being required to vacate, if any of them, or any person residing with them, is (i) 62 years of age or older, (ii) a person with a disability as defined in section 268A.01, or (iii) a minor child on the date the notice is given. This demand must be in writing, contain reasonable proof of qualification, and be given to the declarant within 30 days after the notice of conversion is delivered or mailed.

(4) The notice shall be contained in an envelope upon which the following shall be boldly printed: "Notice of Conversion."

(b) No occupant of a unit in a conversion property may be required to vacate upon less than 120 days' notice, except by reason of nonpayment of rent, waste, or conduct that

disturbs other tenants' peaceful enjoyment of the premises. Nor may the terms of the tenancy be altered during that period, except that a tenant or other party in possession may vacate and terminate the lease upon one month's written notice to the declarant. Nothing in this section prevents the declarant and any occupant from agreeing to an extension of the tenancy on a month–to–month basis beyond the 120–day notice period, or to an earlier termination of the tenancy.

(c) No repair work or remodeling may be commenced or undertaken in the occupied units or common areas of the building during the notice period, unless reasonable precautions are taken to ensure the safety and security of the occupants.

(d) For 60 days after delivery or mailing of the notice described in subsection (a), the holder of the lessee's interest in the unit on the date the notice is mailed or delivered shall have an option to purchase that unit on the terms set forth in the purchase agreement attached to the notice. The purchase agreement shall contain no terms or provisions which violate any state or federal law relating to discrimination in housing. If the holder of the lessee's interest fails to purchase the unit during that 60–day period, the declarant may not offer to dispose of an interest in that unit during the following 180 days at a price or on terms more favorable to the offeree than the price or terms offered to the holder. This subsection does not apply to any unit in a conversion building if that unit will be restricted exclusively to nonresidential use or if the boundaries of the converted unit do not substantially conform to the boundaries of the residential unit before conversion.

(e) If a declarant, in violation of subsection (b), conveys a unit to a purchaser for value who has no knowledge of the violation, the recording of the deed conveying the unit or, in a cooperative, the conveyance of the right to possession of the unit, extinguishes any right a holder of a lessee's interest who is not in possession of the unit may have under subsection (d) to purchase that unit, but the conveyance does not affect the right of the holder to recover damages from the declarant for a violation of subsection (d).

(f) If a notice of conversion specifies a date by which a unit or proposed unit must be vacated or otherwise complies with the provisions of chapter ~~566~~ 504B, the notice also constitutes a notice to vacate specified by that statute.

(g) Nothing in this section permits termination of a lease by a declarant in violation of its terms.

(h) Failure to give notice as required by this section is a defense to an action for possession until a notice complying with this section is given and the applicable notice period terminates.

Sec. 32. Minnesota Statutes 1998, section 576.01, subdivision 2, is amended to read:

Subd. 2. A receiver shall be appointed in the following case:

After the first publication of notice of sale for the foreclosure of a mortgage pursuant to chapter 580, or with the commencement of an action to foreclose a mortgage pursuant to chapter 581, and during the period of redemption, if the mortgage being foreclosed secured an original principal amount of $100,000 or more or is a lien upon residential real estate containing more than four dwelling units and was not a lien upon property which was entirely homesteaded, residential real estate containing four or less dwelling units where at least one unit is homesteaded, or agricultural property, the foreclosing mortgagee or the purchaser at foreclosure sale may at any time bring an action in the district court

of the county in which the mortgaged premises or any part thereof is located for the appointment of a receiver; provided, however, if the foreclosure is by action under chapter 581, a separate action need not be filed. Pending trial of the action on the merits, the court may make a temporary appointment of a receiver following the procedures applicable to temporary injunctions under the rules of civil procedure. If the motion for temporary appointment of a receiver is denied, the trial of the action on the merits shall be held as early as practicable, but not to exceed 30 days after the motion for temporary appointment of a receiver is heard. The court shall appoint a receiver upon a showing that the mortgagor has breached a covenant contained in the mortgage relating to any of the following:

(1) application of tenant security deposits as required by section ~~504.20~~ 504B.178;

(2) payment when due of prior or current real estate taxes or special assessments with respect to the mortgaged premises, or the periodic escrow for the payment of the taxes or special assessments;

(3) payment when due of premiums for insurance of the type required by the mortgage, or the periodic escrow for the payment of the premiums;

(4) keeping of the covenants required of a ~~lessor~~ landlord or licensor pursuant to section ~~504.18~~ 504B.161, subdivision 1.

The receiver shall be an experienced property manager. The court shall determine the amount of the bond to be posted by the receiver.

The receiver shall collect the rents, profits and all other income of any kind, manage the mortgaged premises so to prevent waste, execute leases within or beyond the period of the receivership if approved by the court, pay the expenses listed in clauses (1), (2), and (3) in the priority as numbered, pay all expenses for normal maintenance of the mortgaged premises and perform the terms of any assignment of rents which complies with section 559.17, subdivision 2. Reasonable fees to the receiver shall be paid prior thereto. The receiver shall file periodic accountings as the court determines are necessary and a final accounting at the time of discharge.

The purchaser at foreclosure sale shall have the right, at any time and without limitation as provided in section 582.03, to advance money to the receiver to pay any or all of the expenses which the receiver should otherwise pay if cash were available from the mortgaged premises. Sums so advanced, with interest, shall be a part of the sum required to be paid to redeem from the sale. The sums shall be proved by the affidavit of the purchaser, an agent or attorney, stating the expenses and describing the mortgaged premises. The affidavit must be filed for record with the county recorder or the registrar of titles, and a copy thereof shall be furnished to the sheriff and the receiver at least ten days before the expiration of the period of redemption.

Any sums collected which remain in the possession of the receiver at termination of the receivership shall, in the event the termination of the receivership is due to the reinstatement of the mortgage debt or redemption of the mortgaged premises by the mortgagor, be paid to the mortgagor; and in the event termination of the receivership occurs at the end of the period of redemption without redemption by the mortgagor or any other party entitled to redeem, interest accrued upon the sale price pursuant to section 580.23 or section 581.10 shall be paid to the purchaser at foreclosure sale. Any net sum remaining shall be paid to the mortgagor, except if the receiver was enforcing an assignment of rents

which complies with section 559.17, subdivision 2, in which case any net sum remaining shall be paid pursuant to the terms of the assignment.

This subdivision shall apply to all mortgages executed on or after August 1, 1977, and to amendments or modifications of such mortgages, and to amendments or modifications made on or after August 1, 1977, to mortgages executed before August 1, 1977, if the amendment or modification is duly recorded and is for the principal purpose of curing a default.

Sec. 33. Minnesota Statutes 1998, section 609.33, subdivision 6, is amended to read:

Subd. 6. **PRETRIAL RELEASE.** When a person is charged under this section with owning or leasing a disorderly house, the court may require as a condition of pretrial release that the defendant bring an unlawful detainer action against a lessee who has violated the covenant not to allow drugs established by section ~~504.181~~ 504B.171.

Sec. 34. Minnesota Statutes 1998, section 609.5317, subdivision 1, is amended to read:

Subdivision 1. **RENTAL PROPERTY.** (a) When contraband or a controlled substance manufactured, distributed, or acquired in violation of chapter 152 is seized on residential rental property incident to a lawful search or arrest, the county attorney shall give the notice required by this subdivision to (1) the landlord of the property or the fee owner identified in the records of the county assessor, and (2) the agent authorized by the owner to accept service pursuant to section ~~504.22~~ 504B.181. The notice is not required during an ongoing investigation. The notice shall state what has been seized and specify the applicable duties and penalties under this subdivision. The notice shall state that the landlord who chooses to assign the right to bring an unlawful detainer action retains all rights and duties, including removal of a tenant's personal property following issuance of the writ of restitution and delivery of the writ to the sheriff for execution. The notice shall also state that the landlord may contact the county attorney if threatened by the tenant. Notice shall be sent by certified letter, return receipt requested, within 30 days of the seizure. If receipt is not returned, notice shall be given in the manner provided by law for service of summons in a civil action.

(b) Within 15 days after notice of the first occurrence, the landlord shall bring, or assign to the county attorney of the county in which the real property is located, the right to bring an unlawful detainer action against the tenant. The assignment must be in writing on a form prepared by the county attorney. Should the landlord choose to assign the right to bring an unlawful detainer action, the assignment shall be limited to those rights and duties up to and including delivery of the writ of restitution to the sheriff for execution.

(c) Upon notice of a second occurrence on any residential rental property owned by the same landlord in the same county and involving the same tenant, and within one year after notice of the first occurrence, the property is subject to forfeiture under sections 609.531, 609.5311, 609.5313, and 609.5315, unless an unlawful detainer action has been commenced as provided in paragraph (b) or the right to bring an unlawful detainer action was assigned to the county attorney as provided in paragraph (b). If the right has been assigned and not previously exercised, or if the county attorney requests an assignment and the landlord makes an assignment, the county attorney may bring an unlawful detainer action rather than an action for forfeiture.

Sec. 35. **INSTRUCTION TO REVISOR.**

The revisor shall make the following changes in Minnesota Rules:

(1) in Minnesota Rules, part 4658.0192, change "566" to "504B";

(2) in Minnesota Rules, part 4900.2901, change "566.29" to "504B.445";

(3) in Minnesota Rules, part 4900.2902, subpart 1, change "566.25 or 566.34" to "504B.425 or 504B.385" and "566.29" to "504B.445"; and

(4) in Minnesota Rules, part 4900.2902, subpart 15, change "566.25, clause (c)" to "504B.425, paragraph (d).".

Sec. 36. **EFFECTIVE DATE.**

This article is effective July 1, 1999.

Presented to the governor May 21, 1999

Signed by the governor May 24, 1999, 9:54 a.m.

CHAPTER 200—H.F.No. 1940

An act relating to utilities; modifying requirements for renewable energy development funding; specifying that certain required expenditures are recoverable; providing a siting preference for certain wind energy facilities; amending Minnesota Statutes 1998, sections 116C.779; 216B.1645; and 216B.2423, by adding a subdivision.

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

Section 1. Minnesota Statutes 1998, section 116C.779, is amended to read:

116C.779 **FUNDING FOR RENEWABLE DEVELOPMENT.**

(a) The public utility that operates the Prairie Island nuclear generating plant must transfer to a renewable development account $500,000 each year for each dry cask containing spent fuel that is located at the independent spent fuel storage installation at Prairie Island after January 1, 1999. The fund transfer must be made if waste is stored in a cask for any part of a year. Funds in the account ~~can only~~ may be expended only for development of renewable energy sources. Preference must be given to development of renewable energy source projects located within the state.

(b) Expenditures from the account may only be made after approval by order of the public utilities commission upon a petition by the public utility.

Sec. 2. Minnesota Statutes 1998, section 216B.1645, is amended to read:

216B.1645 **POWER PURCHASE CONTRACT OR INVESTMENT.**

Upon the petition of a public utility, the public utilities commission shall approve or disapprove power purchase contracts ~~or~~, investments, or expenditures entered into or made by the utility to satisfy the wind and biomass mandates contained in sections