

CHAPTER 504A

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This chapter, as added by Laws 1998, chapter 253, sections 1 to 77, is effective July 1, 1999. Laws 1998, chapter 253, section 81.

NOTE: For information relating to the reorganization by Laws 1998, chapter 253, of chapters 504 and 566 into chapter 504A, see Volume 11, Table II (Allocation of Acts).

504A.001 DEFINITIONS.

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

Subd. 2. **Commercial tenant.** "Commercial tenant" means a person paying rent in a residential building defined in subdivision 10 who is not a residential tenant, as defined in subdivision 11.

Subd. 3. **Evict or eviction.** "Evict" or "eviction" means to remove a renter or occupant from or otherwise recover possession of real property by process of law.

Subd. 4. **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 13, 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. 5. **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. 6. **Lease.** "Lease" means a written or oral agreement to rent real property, other than a hotel as defined in section 327.70, for any period of time.

Subd. 7. **Neighborhood organization.** "Neighborhood organization" means a non-profit 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. 8. **Person.** "Person" means a natural person, corporation, limited liability company, partnership, or unincorporated association.

Subd. 9. **Renter.** "Renter" means a residential or commercial tenant or other person that rents or leases real property.

Subd. 10. **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. 11. **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. 12. **Tenancy at will.** "Tenancy at will" means a tenancy established without a written lease.

Subd. 13. **Violation.** "Violation" means:

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

(2) a violation of section 504A.125, subdivision 1, paragraph (a), clause (1) or (2);

(3) a violation of section 504A.701, subdivision 1; or

(4) a violation of lease for the rental of a dwelling in a building.

History: 1998 c 253 s 1

DURING THE TENANCY

504A.101 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.

History: 1998 c 253 s 2

504A.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.

History: 1998 c 253 s 3

504A.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 each 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 504A.701, it is a defense for the tenant to establish that the landlord failed to comply with subdivision 1. This defense may be overcome if the landlord establishes that the tenant had actual knowledge of the term or terms of the lease upon which any legal action is based.

History: 1998 c 253 s 4

504A.121 URBAN REAL ESTATE; HOLDING OVER.

When a renter of urban real estate 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.

History: 1998 c 253 s 5

504A.125 HABITABILITY COVENANTS OF LANDLORD.

Subdivision 1. Requirements. (a) A landlord covenants that:

(1) the property and all common areas are fit for the use intended by the landlord and residential tenant;

(2) the property is kept in reasonable repair during the term of the lease, except when disrepair has been caused by the willful, malicious, or irresponsible conduct of the residential tenant or a person under the direction or control of the residential tenant; and

(3) the property is maintained in compliance with the applicable health and safety laws of:

(i) 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

(ii) the local units of government where the property is located:

except that items (i) and (ii) do not apply when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the residential tenant or a person under the direction or control of the residential tenant.

(b) The landlord may agree with the residential tenant that the residential tenant is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and is in conspicuous writing.

(c) The requirements in paragraph (a) are in addition to any other requirements imposed by law, ordinance, or by the terms of the lease.

(d) Nothing in this subdivision may be construed to alter the liability of the landlord for injury to third parties.

Subd. 2. **Waiver not allowed.** The landlord and residential tenant may not waive or modify the requirements of subdivision 1, paragraph (a), under any circumstances including, but not limited to:

(1) by agreement; or

(2) by permitting the residential tenant to inspect the property before entering into a lease.

Subd. 3. **Applicability.** (a) This section applies only to leases concluded or renewed on or after June 15, 1971.

(b) For the purposes of this section, tenancies at will are considered renewed at the beginning of each rental period.

Subd. 4. **Liberal construction.** This section shall be liberally construed.

History: 1998 c 253 s 6

504A.131 SINGLE-METER UTILITY SERVICE PAYMENTS.

(a) For the purposes of this section, "single-metered residential building" means a multiunit residential 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.

(b) In a residential lease entered into or renewed on or after August 1, 1995, the owner 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 owner must advise the utility provider that the utility services apply to a single-metered residential building. A failure by the owner to comply with this section is a violation of sections 504A.125, subdivision 1, paragraph (a), clause (1), and 504A.253. This section may not be waived by contract or otherwise. This section does not require an owner to contract and pay for utility service provided to each residential unit through a separate meter which accurately measures that unit's use only.

History: 1998 c 253 s 7

504A.135 EMERGENCY CONDITIONS; LOSS OF ESSENTIAL SERVICES.

Subdivision 1. **Procedure.** (a) A residential tenant or group of residential tenants may pay to have home heating oil, propane, natural gas, electricity, or water service continued or reconnected as provided in this section if the municipality, utility company, or other company supplying the service to the residential building has issued a final notice, has posted the building proposing to disconnect, or has discontinued the service because a landlord:

(1) who has contracted for the service has failed to pay for it; or

(2) is required by law or contract to pay for the service and fails to do so.

(b) Before paying for the service, the residential tenant or group of tenants must give oral or written notice to the landlord of their 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 notice, written notice must be mailed or delivered to the landlord within 24 hours after oral notice is given.

(c) When the affected service is natural gas, electricity, or water, if the landlord has not yet paid the bill by the time of the residential tenant's intended payment, or if the service remains discontinued, the residential tenant or group of 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.

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

(e) After submitting receipts for the payment to the landlord, a residential tenant may deduct the amount of the tenant's payment from the next rental payment. Amounts paid to the municipality, utility company, or other company by a residential tenant under this subdivision are considered payment of rent to the landlord for purposes of section 504A.201.

Subd. 2. Limitations; waiver not allowed; rights are additional. The residential tenant rights under this section:

(1) do not extend to conditions caused by the willful, malicious, or negligent conduct of the residential 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 that may be available to the residential tenant in law or equity, including the right to damages and the right to restoration of possession of the property under section 504A.201.

History: 1998 c 253 s 8

504A.141 TENANT'S RIGHT TO PRIVACY.

Subdivision 1. Entry by landlord. Except as provided in subdivision 3, 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 tenant reasonable notice under the circumstances of the intent to enter. A tenant may not waive and the landlord may not require the tenant to waive the tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 2. Reasonable purpose. For purposes of subdivision 1, a reasonable business purpose includes, but is not limited to:

(1) showing the unit to prospective tenants during the notice period before the lease terminates or after the current tenant has given notice to move to the owner or owner'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 tenant is causing a disturbance within the unit;

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

(7) prearranged housekeeping work in senior housing where 80 percent or more of the 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 tenant has vacated the unit.

Subd. 3. Exception to notice requirement. Notwithstanding subdivision 1, a landlord may enter the premises rented by a tenant to inspect or take appropriate action without prior notice to the 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 tenant's safety; or

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

Subd. 4. Entry without tenant's presence. If the landlord enters when the 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. 5. Penalty. If a landlord substantially violates subdivision 1, the 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 504A.241, and up to a \$100 civil penalty for each violation. If a landlord violates subdivision 4, the tenant is entitled to up to a \$100 civil penalty for each violation. A tenant shall follow the procedures in sections 504A.501 to 504A.585 to enforce the provisions of this section.

Subd. 6. **Exemption.** This section does not apply to tenants and landlords of manufactured home parks as defined in section 327C.01.

History: 1998 c 253 s 9,79

504A.145 RESTRICTION ON 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 lease agreement with a term of two months or less or a fixed term 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.

History: 1998 c 253 s 10

504A.151 RESTRICTION ON AUTOMATIC RENEWAL OF LEASE.

(a) In a residential lease, a landlord may not enforce an automatic renewal clause of a lease of an original term of two months or more that renews the lease for a specified additional period of two months or more unless the residential tenant gives notice to the landlord of an intention to quit the property at the expiration of the term due to expire.

(b) Paragraph (a) does not apply if the landlord gives the residential tenant written notice directing the residential tenant's attention to the automatic renewal provision of the lease. The notice must be given between 15 and 30 days prior to the time that the residential tenant is required to furnish notice of an intention to quit and must be served personally or by certified mail.

History: 1998 c 253 s 11

504A.155 DISCLOSURE BY LANDLORD TO RESIDENTIAL TENANT; ATTORNEY GENERAL'S STATEMENT.

Subdivision 1. **Disclosure.** Before a tenancy begins, a landlord must inform a residential tenant either in the lease or otherwise in writing the name and address of:

- (1) the person authorized to manage the property; and
- (2) the landlord or an agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands.

Subd. 2. **Posting notice.** (a) A printed or typewritten notice containing the information that must be disclosed under subdivision 1 must be placed in a conspicuous place on the property.

(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 subdivision 4 is available from the attorney general to any residential tenant upon request. This subdivision is complied with if notices posted in compliance with other statutes or ordinances contain the information required by this section.

Subd. 3. **Agent where landlord's address is not known.** If subdivisions 1 and 2, paragraph (a), have not been complied with and a person wants to serve process on or give a notice or demand to the landlord, but does not know the name and address of the landlord or the

landlord's agent, then a caretaker or manager of the property or an individual to whom residential tenants make rental payments is the authorized agent. If this agent receives service of process or receipt of a notice or demand, the agent shall give the process, notice, or demand, or a copy of it, to the landlord personally or send it by certified mail, return receipt requested, to the landlord at the landlord's last known address.

Subd. 4. Attorney general's statement. (a) The attorney general shall prepare and make available to the public a statement that:

(1) summarizes the significant legal rights and obligations of landlords and residential tenants;

(2) includes descriptions of the significant provisions of this chapter;

(3) notifies residential tenants in public housing to consult their leases for additional rights and obligations they may have under federal law; and

(4) includes the telephone number and address of the attorney general for further information.

(b) The attorney general shall annually revise the statement in paragraph (a) 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. 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.

(c) For the purposes of this subdivision, "residential tenants" does not include residents of manufactured home parks as defined in section 327C.01, subdivision 9.

Subd. 5. Action may not be brought without disclosure. (a) Except as provided in paragraph (b), an action to recover rent or for eviction may not be brought unless the information required by this section:

(1) has been disclosed to the residential tenant as provided in this section; or

(2) is known by or has been disclosed to the residential tenant at least 30 days before the initiation of the action.

(b) Failure by the landlord to post a notice required by subdivision 2 or section 471.9995 shall not prevent an action to recover rent or for eviction.

Subd. 6. Failure to notify landlord. A residential tenant who moves from or subleases the property without giving the landlord at least 30 days' written notice voids this section and section 504A.595, as to the tenant.

Subd. 7. Applicability. This section extends to and is enforceable against a successor landlord, caretaker, manager, or individual to whom rental payments are made.

History: 1998 c 253 s 12

504A.161 DISCLOSURE REQUIRED FOR OUTSTANDING INSPECTION AND CONDEMNATION ORDERS:

Subdivision 1. Disclosure to tenant. (a) Except as provided in subdivision 3, a landlord 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 504A.501, that the 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 residential 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 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 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 violates this section, the residential 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 is not in violation of this section if:

- (1) the landlord 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 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 to prove that disclosure was made as required under subdivision 1.

History: 1998 c 253 s 13

504A.165 RENTAL OF CONDEMNED RESIDENTIAL PROPERTY; DAMAGES.

(a) A landlord, an agent, or other person acting under the landlord's direction or control may not accept rent or a security deposit for residential rental property from a residential tenant after the property has been condemned or declared unfit for human habitation by the applicable state or local authority, if the tenancy began after the property was condemned or declared unfit for human habitation.

(b) If the landlord, an agent, or other person acting under the landlord's direction or control violates paragraph (a), the landlord is liable to the residential tenant for actual damages and an amount equal to three times the amount of all money collected from the residential tenant after the date of condemnation or declaration, plus costs and attorney fees.

History: 1998 c 253 s 14

504A.171 RENT LIABILITY; UNINHABITABLE BUILDINGS.

A renter of a building that is destroyed or becomes uninhabitable or unfit for occupancy through no fault of the renter, is not required to pay rent or a penalty to the landlord unless a written agreement expressly provides otherwise, and the renter may vacate the property.

History: 1998 c 253 s 15

504A.175 UNLAWFUL DESTRUCTION; DAMAGES.

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

History: 1998 c 253 s 16

504A.181 PETS IN SUBSIDIZED HANDICAPPED ACCESSIBLE RENTAL HOUSING UNITS.

In a multiunit residential building, a residential 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 tenant 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 tenants. The landlord may require the tenant 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 tenant leaves the unit or to the extent it exceeds the amount of damage actually caused by the animal.

History: 1998 c 253 s 17

504A.185 RESIDENTIAL TENANT'S RIGHT TO SEEK POLICE AND EMERGENCY ASSISTANCE.

Subdivision 1. **Definition.** For the purpose of 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 tenant to waive the 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. **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 residential 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.

History: 1998 c 253 s 18

ENDING THE TENANCY

504A.201 LANDLORD'S CLAIM FOR RECOVERY OF PROPERTY; RENTER'S RIGHT TO POSSESSION.

Subdivision 1. **Action to recover.** (a) When a renter is in arrears in payment of rent, a landlord may bring an action to recover possession of the property and such an action is equivalent to a demand for the rent and a reentry upon the property. Unless an action is pending under section 504A.205, subdivision 3, for recovery of the property alleging a material violation of the lease, the renter may, at any time before possession has been delivered, redeem the tenancy and be restored to possession by paying to the landlord the amount of the rent, with interest, that is in arrears, costs of the action, and an attorney fee not to exceed \$5, and by performing any other covenants of the lease.

(b) If the renter 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 fees required by paragraph (a), the court may permit the renter 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 504A.325.

(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 504A.325 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 due in the complaint from prior rental periods before applying any payment toward rent claimed due 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 renter 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 renter 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 renter 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 renter's abandonment or surrender of the property or the landlord prevails in the action, the renter 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.

History: 1998 c 253 s 19

504A.205 TERMINATION OF TENANCY OR OCCUPANCY:

Subdivision 1. Sale of property. (a) A landlord or person entitled to possession may evict an occupant if the occupant refuses to leave the property after:

(1) an execution or judgment sale;

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

(3) termination of a contract to convey the mortgage.

(b) If the occupant in paragraph (a), clause (2) or (3), is a renter, the landlord or person entitled to possession must give the renter at least one month's written notice to vacate:

(1) no sooner than one month after the expiration of the time described in paragraph (a), clause (2) or (3), provided that the renter pays the rent and abides by all terms of the lease; or

(2) no later than the date of the expiration of the time described in paragraph (a), clause (2) or (3), provided that the notice states that the landlord or person entitled to possession will hold the renter harmless for breaching the lease by vacating the property if the mortgage is redeemed or the contract is reinstated.

Subd. 2. Holding over. A landlord or person entitled to possession may evict an occupant:

(1) if the occupant refuses to leave the property on expiration of a lease or other agreement;

(2) if the occupant violates a condition of the lease or other agreement; or

(3) after rent is due under the terms of a lease or agreement.

Subd. 3. Combining allegations. (a) An action for eviction may combine the allegation of nonpayment of rent and the allegation of material violation of the lease, which must be heard as alternative grounds.

(b) In cases where rent is outstanding, a renter is not required to pay into court the amount of rent in arrears, interest, and costs as required under section 504A.201 to defend against an allegation by the landlord that the renter 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 renter shall be permitted to present defenses to the court that the rent is not owing. The renter 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 renter to pay rent and any costs determined to be due directly to the landlord or to be deposited with the court.

Subd. 4. **No eviction if renter holds over for three years.** Other than an action in ejectment, a landlord may not bring an action to evict a renter in quiet possession more than three years after termination of a lease.

Subd. 5. **Distress for rent.** The remedy of distress for rent is abolished.

History: 1998 c 253 s 20

504A.211 DEFENSES.

Subdivision 1. **Notice to quit.** (a) It is a defense to an action brought under section 504A.205, subdivision 1 or 2, after the landlord has given notice to quit, for a renter to prove by a preponderance of the evidence that the termination by the landlord was intended in whole or in part as a penalty for:

(1) the renter's good faith attempt to secure or enforce rights under an oral or written lease or contract, under the laws of the state or any of its governmental subdivisions, or under the laws of the United States; or

(2) the renter's good faith report to a governmental authority of the landlord's violation of a health, safety, housing or building code or ordinance.

(b) If the notice to quit was served within 90 days of the date of an act that was performed by the renter under paragraph (a), clause (1) or (2), the burden of proving that the notice to quit was not served in whole or in part for a retaliatory purpose is on the landlord.

Subd. 2. **Nonpayment of rent.** It is a defense to an action brought under section 504A.205, subdivision 2, clause (3), for the renter to establish by a preponderance of the evidence that the landlord increased the renter's rent or decreased the services as a penalty in whole or in part for a lawful act of the renter as described in subdivision 1, paragraph (a), clause (1) or (2), providing that the renter pays to the court or to the landlord the amount of rent due and payable under the renter's original lease.

History: 1998 c 253 s 21

504A.215 NONLIMITATION OF RIGHTS OF LANDLORD TO TERMINATE TENANCY.

Section 504A.211 does not limit the right of a landlord under section 504A.205:

(1) to terminate a tenancy for a violation by the renter of a lawful, material provision of an oral or written lease or contract; or

(2) to hold a tenant liable for damage to the property caused by the renter or a person acting under the tenant's direction or control.

History: 1998 c 253 s 22

504A.221 RENTER MAY NOT DENY TITLE; EXCEPTION.

A renter in possession of real property under a lawful lease may not deny the landlord's title in an action brought by the landlord to evict. This prohibition does not apply to a renter who, prior to the lease, possesses the property under a claim of title that is adverse or hostile to that of the landlord.

History: 1998 c 253 s 23

504A.225 TERMINATING TENANCY AT WILL.

A tenancy at will may be terminated by either the landlord or renter 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. If a renter does not pay rent due on a tenancy at will, 14 days' notice in writing to quit, given by the landlord to the renter, is sufficient to terminate the tenancy.

History: 1998 c 253 s 24

504A.231 RENTER MUST GIVE COLD WEATHER NOTICE BEFORE VACATION OF BUILDING; MISDEMEANOR.

A renter who, between November 15 and April 15, vacates property that contains plumbing, water, steam, or other pipes liable to injury from freezing must give at least three days' notice to the landlord. Failure to do so is a misdemeanor. This penalty does not apply to a lease that expires under its own terms.

History: 1998 c 253 s 25

504A.235 DOCUMENTS TO BE RECORDED.

Subdivision 1. Notice of cancellation or termination of lease. The county recorder of the county where a lease is recorded must, upon presentation, record a notice of cancellation or termination of the lease, or a copy of the notice, with proof of service, and the affidavit of the landlord or the landlord's agent or attorney, showing that the renter has not complied with the terms of the notice. This record is prima facie evidence of the facts stated in it.

Subd. 2. Eviction; recovery of possession. (a) The following documents must be recorded in the office of the county recorder of the county where property is located if it is unregistered, or in the office of the registrar of titles of the county if it is registered:

- (1) on eviction of a renter by a landlord, a certified copy of the judgment; or
- (2) on recovery of possession by a landlord by abandonment or surrender by the renter, an affidavit by the landlord or the landlord's attorney attesting to that fact.

(b) A recorded certified copy of the judgment or the affidavit is prima facie evidence of the recovery of possession by the landlord.

History: 1998 c 253 s 26

504A.241 SECURITY DEPOSITS; DAMAGES.

Subdivision 1. Applicability. A deposit that is intended to secure the performance of a residential lease or any part of such a lease is governed by this section. This section does not apply to a deposit that is exclusively an advance payment of rent.

Subd. 2. Interest. (a) A security deposit must be held by a landlord for a residential tenant and must bear simple noncompounded interest at the rate of three percent per year until May 1, 2001, and four percent per year thereafter. Interest must be computed from the first day of the next month following the full payment of the deposit to whichever of the following dates is earlier:

- (1) the last day of the month in which the landlord, in good faith, complies with subdivision 3; or

(2) the date on which judgment is entered in a civil action involving the landlord's liability for the deposit.

(b) An interest amount less than \$1 is not included in the computation.

(c) A security deposit is not considered a trust fund as defined in section 82.17, subdivision 7.

(d) The reversion of the interest rate to four percent in paragraph (a) is subject to review by the legislature in the 1998 session.

Subd. 3. Return of security deposit. (a) A landlord shall return the security deposit to the residential tenant, with interest as provided in subdivision 2, or furnish to the residential tenant a written statement showing the specific reason for withholding the deposit or a portion of it within the following periods:

- (1) three weeks after termination of the tenancy and receipt of the tenant's mailing address or delivery instructions; or

(2) five days after the date when the residential tenant leaves the building and receipt of the tenant's mailing address or delivery instructions if the tenant leaves due to the legal condemnation of the building in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the residential tenant.

(b) The landlord is considered to have complied with the time requirement of paragraph (a) if the deposit or written statement 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 residential tenant, within the time required by paragraph (a). The landlord may withhold from the deposit only amounts reasonably necessary:

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

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

(c) In an 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 is on the landlord.

Subd. 4. Termination of landlord's interest. (a) Upon termination of the landlord's interest in residential property, the landlord or the landlord's agent must take one of the actions described in paragraph (b) either 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 residential tenant, whichever occurs first. Either action relieves the landlord or successor in interest from further liability with respect to the deposit. Termination of the landlord's interest in the property may occur by sale, assignment, death, appointment of receiver, or otherwise.

(b) The landlord must:

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

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

(c) Upon termination of the landlord's interest in the property, the landlord's successor in interest has all of the rights and obligations of the landlord with respect to the deposit except that if the residential tenant does not object to the stated amount within 20 days after written notice of the amount of deposit being transferred or assumed, the obligation of the landlord's successor to return the deposit is limited to the amount contained in the notice. The notice must contain a stamped envelope addressed to the landlord's successor and may be given by mail or by personal service.

Subd. 5. Damages; penalty. (a) A landlord who fails to comply with subdivision 3 or 4, paragraph (a) or (b), is liable to the residential tenant for damages that are double the amount of the deposit withheld by the landlord plus interest as provided in subdivision 2.

(b) A landlord who in bad faith retains any portion of a deposit or interest in violation of this section is liable for punitive damages not to exceed \$200 for each deposit in addition to the damages provided in paragraph (a). If the landlord has failed to comply with subdivision 3 or 4, retention of a deposit is presumed to be in bad faith unless the landlord returns the deposit within two weeks after the beginning of an action for recovery of the deposit.

Subd. 6. Withholding rent to recover deposit. (a) A residential tenant may not withhold payment of all or any portion of rent for the last payment period of a residential lease on the grounds that the deposit should serve as payment for the rent. This prohibition does not apply to an oral or written month-to-month lease where neither the renter nor the landlord has served a notice to quit.

(b) Withholding rent as described in paragraph (a) creates a rebuttable presumption that the residential tenant withheld the last payment on the grounds that the deposit should serve as payment for the rent.

(c) A residential tenant who remains in violation of this subdivision after written demand and notice of this subdivision is liable to the landlord for damages in an amount equal to:

(1) the portion of the deposit that the landlord is entitled to withhold under subdivision 3, other than to remedy the residential tenant's default in the payment of rent under subdivision 3, paragraph (b), clause (1), plus interest on the deposit as provided in subdivision 2, as a penalty; and

(2) the amount of rent withheld by the residential tenant in violation of this subdivision.

Subd. 7. **Where to bring 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 residential tenant, in the county of the landlord's residence.

Subd. 8. **Waiver not allowed.** Any attempted waiver of this section by a landlord and residential tenant, by contract or otherwise, is void and unenforceable.

Subd. 9. **Applicability.** (a) This section applies only to tenancies beginning or renewed on or after July 1, 1973.

(b) For the purposes of this section, tenancies at will are considered to be renewed at the beginning of each rental period.

History: 1998 c 253 s 27,79

504A.245 ABANDONMENT OF PERSONAL PROPERTY BY RESIDENTIAL TENANT.

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

(b) The landlord may sell or otherwise dispose of the property 60 days after receiving actual notice of the abandonment of the real property or 60 days after it reasonably appears to the landlord that the residential tenant has abandoned the real property, whichever occurs last. The landlord 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 504A.241, subdivision 3, paragraphs (a) and (b). Any remaining proceeds of the sale must be paid to the tenant upon written demand.

(c) The landlord shall make reasonable efforts to notify the residential tenant of the sale at least 14 days prior to the sale by:

(1) personal service in writing or by sending written notification of the sale by certified mail, return receipt requested, to the residential tenant's last known address or usual place of abode, if known by the landlord; and

(2) posting notice of the sale in a conspicuous place on the property for at least two weeks.

Subd. 2. **Landlord's liability for damages on failure to return property.** (a) The landlord, an agent, or other person acting under the landlord's direction or control, who is in possession of a residential tenant's personal property, must allow the residential tenant to retake possession of the property after written demand by the residential tenant or authorized representative:

(1) within 24 hours; or

(2) within 48 hours, exclusive of weekends and holidays, if the landlord, an agent, or other 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 rental property.

(b) Except as specified in paragraph (c), if the landlord fails to comply with paragraph (a), the residential tenant shall recover punitive damages from the landlord not to exceed \$300 in addition to actual damages and reasonable attorney 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 residential tenant;

(3) if the landlord, an agent, or other person acting under the landlord's direction or control unlawfully took possession of the residential tenant's property; and

(4) if the landlord, an agent, or other person acting under the landlord's direction or control acted in bad faith in failing to allow the residential tenant to retake possession of the property.

(c) Paragraph (b) does not apply to landlords who are housing authorities created or authorized to be created by sections 469.001 to 469.047, their agents, and employees.

(d) This subdivision does not apply to personal property that has been sold or otherwise disposed of by the landlord in accordance with subdivision 1.

Subd. 3. Landlord's liability for storage expenses. If the landlord, an agent, or other person acting under the landlord's direction or control has unlawfully taken possession of a residential tenant's personal property, the landlord is responsible for paying the costs and expenses relating to the removal, storage, or care of the property.

History: 1998 c 253 s 28

504A.251 UNLAWFUL REMOVAL OR EXCLUSION.

(a) A landlord, an agent, or other person acting under the landlord's direction or control is guilty of a misdemeanor if that person:

- (1) unlawfully and intentionally removes or excludes a residential tenant; or
- (2) intentionally interrupts or causes the interruption of electrical, heat, gas, or water services to a residential tenant with intent to unlawfully remove or exclude the tenant from the tenant's property.

(b) In a trial under this subdivision, it is presumed that the intent requirement of paragraph (a), clause (2), has been met if evidence establishes 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 residential tenant. The burden is on the landlord to rebut the presumption.

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

History: 1998 c 253 s 29

504A.253 UNLAWFUL INTERRUPTION OR TERMINATION OF UTILITIES.

(a) A residential tenant may recover from a landlord treble damages or \$500, whichever is greater, and reasonable attorney fees, if the 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 residential tenant.

(b) It is a defense to an action brought under paragraph (a) that the interruption was the result of the deliberate or negligent act or omission of a residential tenant or other person acting under the direction or control of the residential tenant.

(c) A residential tenant may recover only actual damages under paragraph (a) if:

- (1) the residential tenant has not given the landlord, an agent, or other person acting under the landlord's direction or control, notice of the interruption;
- (2) after receiving notice of the interruption from the tenant, the landlord, an agent, or other person acting under the landlord's direction or control, has reinstated or made a good faith effort to reinstate the service, or has taken other remedial action within a reasonable period of time after the interruption, taking into account:
 - (i) the nature of the service interrupted; and
 - (ii) the effect of the interrupted service on the health, welfare, and safety of the tenants;

or

(3) the interruption was for the purpose of repairing or correcting faulty or defective equipment or protecting the health and safety of the residential tenants and the landlord, an agent, or other person acting under the landlord's direction or control, has reinstated or made a good faith effort to reinstate the service, or has taken other remedial action, taking into account:

- (i) the nature of the defect;
- (ii) the nature of the service interrupted; and
- (iii) the effect of the interrupted service on the health, welfare, and safety of the tenants.

History: 1998 c 253 s 30

504A.255 RESTRICTION ON EVICTION DUE TO FAMILIAL STATUS.

(a) A residential tenant may not be evicted or denied continuing tenancy or lease renewal on the basis of familial status as defined in section 363.01, subdivision 19, if the status began during the tenancy unless:

- (1) one year has elapsed from the beginning of the familial status; and
- (2) the landlord has given the tenant six months' prior notice in writing.

(b) Paragraph (a) does not apply in the case of nonpayment of rent, damage to the property, disturbance of other tenants, or other breach of a lease.

History: 1998 c 253 s 31

504A.261 REMEDIES ARE ADDITIONAL.

The remedies in sections 504A.245 to 504A.255 are in addition to and do not limit other rights or remedies available to landlords and residential tenants. An oral or written provision of a lease or other agreement, in which a provision of sections 504A.245 to 504A.255 is waived by a residential tenant, is contrary to public policy and void. Sections 504A.245 to 504A.255 also apply to occupants and owners of residential real property that is the subject of a mortgage foreclosure or contract for deed cancellation and for which the period for redemption or reinstatement of the contract has expired.

History: 1998 c 253 s 32

504A.265 TERMINATION OF LEASE UPON DEATH OF RESIDENTIAL TENANT.

Subdivision 1. **Termination of lease.** (a) A party to a lease of residential property other than a tenancy at will, may terminate the lease prior to its expiration date on the death of the residential tenant or, if there is more than one tenant, upon the death of all tenants.

(b) At least two months' written notice must be given by the landlord or the personal representative of the residential tenant's estate, 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 by delivering or mailing the notice to the property formerly occupied by the residential tenant.

(c) The termination of a lease under this subdivision does not relieve the residential tenant's estate from liability for payment of rent or other money owed before or during the notice period, or for the payment of money necessary to restore the property to its condition at the beginning of the tenancy, ordinary wear and tear excepted.

Subd. 2. **Waiver not allowed.** (a) The following modifications of subdivision 1 are void and unenforceable:

- (1) a waiver by a landlord and residential tenant or tenant's personal representative, by contract or otherwise, of the right of termination; and
- (2) a lease provision or agreement requiring a longer notice period.

(b) The landlord and residential tenant or tenant's personal representative may agree to modify specific provisions of subdivision 1 other than those prohibited in paragraph (a).

Subd. 3. **Applicability.** This section applies to leases entered into or renewed after May 12, 1981.

History: 1998 c 253 s 33

504A.271 TERMINATION NOTICE FOR FEDERALLY SUBSIDIZED HOUSING.

A landlord of federally subsidized rental housing must give residential tenants 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 must be provided at the beginning of the lease if it begins less than one year before any of the conditions in clauses (1) to (4) apply.

History: 1998 c 253 s 34

504A.275 UNLAWFUL OCCUPATION OR POSSESSION.

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.

History: 1998 c 253 s 35

EVICTON PROCEEDINGS

504A.290 WHEN PERMITTED.

A person may be evicted, removed, or excluded from real property as described in sections 504A.205, 504A.275, 504A.701, or 504A.705 or when a person unlawfully occupies or takes possession of real property or unlawfully retains possession of real property.

History: 1998 c 253 s 36

504A.301 SCOPE; COMPLAINT AND SUMMONS.

Subdivision 1. **Scope.** Sections 504A.301 to 504A.415 govern eviction proceedings.

Subd. 2. **Complaint and summons.** (a) To bring an action for eviction, a landlord or person entitled to possession must 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 property, stating the facts that authorize the action, and asking that the occupant be evicted. The lack of the full name and date of birth of the occupant does not deprive the court of jurisdiction or make the complaint invalid.

(b) The court shall issue a summons, ordering the occupant to appear before the court on a day and at a place stated in the summons.

(c) The appearance must be ordered within seven to 14 days from the day of issuing the summons, except as provided by paragraph (d).

(d) In an eviction action brought under section 504A.701 or on the basis that the occupant 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. 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. 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 occupant within 24 hours of issuance unless the court orders otherwise for good cause shown. If the court determines that the person seeking an expedited hearing did so without sufficient basis under the requirements of this paragraph, the court shall impose a civil penalty of up to \$500 for abuse of the expedited hearing process.

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

History: 1998 c 253 s 37

504A.305 EXPEDITED PROCEEDINGS.

A landlord 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 504A.301.

History: 1998 c 253 s 38

504A.311 SUMMONS; HOW SERVED.

(a) The summons must be served at least seven days before the date of the court appearance specified in section 504A.301, subdivision 2, paragraph (b), 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 family member or 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 residing there.

(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)(i) the property described in the complaint is nonresidential and no person actually occupies the property; or

(ii) the property described in the complaint is 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 and 10:00 p.m.; and

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

(i) the defendant cannot be found or that the person filing the affidavit or that person'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.

History: 1998 c 253 s 39

504A.315 ANSWER; TRIAL.

(a) At the court appearance specified in the summons, the renter may answer the complaint, and the court shall hear and determine the action, unless it adjourns the trial as provided in section 504A.321.

(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 504A.301 to 504A.415.

(d) The court, in scheduling appearances and hearings under this section, shall give priority to any unlawful detainer brought under section 504A.701; or on the basis that the renter is causing a nuisance or seriously endangers the safety of other residents, their property, or the landlord's property.

History: 1998 c 253 s 40

504A.321 ADJOURNMENT.

(a) In all actions brought under sections 504A.301 to 504A.415, the court, in its discretion, may adjourn the trial for no more than six days unless all parties consent to a longer adjournment.

(b) In all actions brought under sections 504A.301 to 504A.415, other than actions on a written lease signed by both parties, the court shall adjourn the trial as necessary but for no more than three months if the defendant or the defendant's agent or attorney:

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

(2) names the witness;

(3) swears that the defendant has made due exertion to obtain the witness;

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

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

History: 1998 c 253 s 41

504A.325 ORDER TO VACATE; FINE; EXECUTION.

Subdivision 1. **General.** (a) If the court or jury finds for the plaintiff, the court shall immediately enter judgment and execute an order that the defendant must vacate the property and that costs are assessed against the defendant. The court shall stay the order to vacate for a reasonable period, but not more than seven days, if the defendant shows that immediate vacation of the property would be a substantial hardship on the defendant or the defendant's family, except that this provision does not apply to actions brought:

- (1) under section 504A.705 as required by section 609.5317, subdivision 1;
- (2) under section 504A.701; 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.

(b) If the court or jury finds for the defendant, the court shall enter judgment for the defendant assessing costs against the plaintiff and issue a writ of execution for the costs.

(c) The court shall give priority in issuing an order to vacate the property in an eviction action brought under section 504A.701 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.

Subd. 2. **Expedited writ.** If the court enters judgment for the landlord in an action brought under section 504A.705 as required by section 609.5317, subdivision 1, the court may not stay issuance of the order to vacate unless the court makes written findings specifying extraordinary and exigent circumstances. On issuing those findings, the court may stay the order for a reasonable period but not more than seven days.

History: 1998 c 253 s 42

504A.331 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.

History: 1998 c 253 s 43

504A.335 ORDER TO VACATE; EFFECT OF APPEAL.

(a) If the defendant or the defendant's attorney against whom an order to vacate is entered informs the court the defendant intends to appeal, the court shall not issue an order to vacate for at least 24 hours after judgment.

(b) Notwithstanding paragraph (a), in an action on a lease against a renter who retains possession after the expiration of the term of the lease, or a termination by a notice to quit, an order to vacate may be issued immediately if the landlord gives a bond that the landlord will pay all costs and damages if, on appeal, the order to vacate is reversed and a new trial is ordered.

History: 1998 c 253 s 44

504A.341 APPEAL; STAY.

(a) Either party may appeal the judgment within ten days as provided for civil actions in district court except that if the party appealing remains in possession of the property, that party must give bond that:

- (1) all costs of the appeal will be paid;
- (2) the order on appeal will be observed; and
- (3) all rent and other damages will be paid to the party excluded from possession during the pendency of the appeal.

(b) After the appeal is taken, all further proceedings in the case are stayed, except as provided in section 504A.335, paragraph (b). In that case, the appellate court shall issue orders necessary to carry out its judgment.

History: 1998 c 253 s 45

504A.345 APPEAL AFTER ORDER TO VACATE; STAY.

(a) If an order to vacate has been issued before an appeal is made, the court shall give the appellant a certificate to that effect. When the officer who has the order to vacate is served with the certificate, the officer shall cease all further proceedings under it. If the order has not been completely executed, the renter shall remain in possession of the property until the appeal is decided.

(b) This section does not apply to a renter who retains possession as described in section 504A.335, paragraph (b).

History: 1998 c 253 s 46

504A.351 DISMISSAL OF APPEALS; AMENDMENTS; RETURN.

In all cases of appeal, the appellate court shall not dismiss proceedings solely because the requirements of sections 504A.301 to 504A.415 have not been met, as long as the proceedings have been conducted substantially in accordance with sections 504A.301 to 504A.415. Amendments may be allowed at any time the court finds justified, as in other civil cases in district court. The appellate court may compel the trial court, by attachment, to make or amend any return which is withheld or improperly or insufficiently made.

History: 1998 c 253 s 47

FORMS; EVICTION PROCEEDINGS**504A.401 FORM OF VERDICT.**

The verdict of the jury or the finding of the court in favor of the plaintiff in an action under sections 504A.301 to 504A.415 must be substantially in the following form:

At a court held at, on the day of, before, a judge in and for the county of in an action between, plaintiff, and, defendant, the jury (or, if the action is tried without a jury, the court) finds that the facts alleged in the complaint are true; and the defendant shall vacate the property immediately.

.....
Judge of court.

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

History: 1998 c 253 s 48; 1998 c 254 art 1 s 107

504A.405 FORMS OF SUMMONS AND ORDER.

The summons and order to vacate may be substantially in the following forms:

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, copy attached: You are hereby summoned to appear before the undersigned on the day of, 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,

.....,

Judge of court.

FORM OF 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 action for an order to vacate, at a court held at, in the county of, on the day of, before, a judge of the county,

recovered a judgment against, the defendant; of, to have the following property vacated (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 the defendant to be immediately removed from the property, and the plaintiff to recover the property. You are also commanded that from the personal property of the defendant 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 order. You are ordered to return with this order within 30 days.

Dated at, this day of,

Judge of court.

History: 1998 c 253 s 49; 1998 c 254 art 1 s 107

504A.411 NOTICE OF PRIORITY ORDER.

The court shall identify an order to vacate property that is issued pursuant to an eviction action under section 504A.701; 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 504A.415.

History: 1998 c 253 s 50

504A.415 EXECUTION OF THE ORDER TO VACATE.

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

(b) If the renter 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 landlord. The officer shall remove the renter, family, and all personal property from the property and place the landlord in possession.

(c) If the renter cannot be found in the county, and there is no person in charge of the property, then the officer shall enter the property, breaking in if necessary, and remove and store the personal property of the renter at a place designated by the landlord 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 504A.701, or on the basis that the renter is causing a nuisance or seriously endangers the safety of other residents, their property, or the landlord's property.

Subd. 3. Removal and storage of property. (a) If the renter's personal property is to be stored in a place other than the property, the officer shall remove all personal property of the renter at the expense of the landlord.

(b) The renter must make immediate payment for all expenses of removing personal property from the property. If the renter fails or refuses to do so, the landlord 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 landlord 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 landlord may hold a public sale as provided in sections 514.18 to 514.22.

(d) If the renter's personal property is to be stored on the property, the officer shall enter the property, breaking in if necessary, and the landlord may remove the renter's personal property. Section 504A.245 applies to personal property removed under this paragraph. The

landlord must prepare an inventory and mail a copy of the inventory to the renter's last known address or, if the renter 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 its condition;
 - (2) the date, the signature of the renter or the renter'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 landlord is responsible for the proper removal, storage, and care of the renter's personal property and is liable for damages for loss of or injury to it caused by the landlord's failure to exercise the same care that a reasonably careful person would exercise under similar circumstances.
- (g) The landlord shall notify the renter of the date and approximate time the officer is scheduled to remove the renter, family, and personal property from the property. The notice must be sent by first-class mail. In addition, the landlord must make a good faith effort to notify the renter 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 landlord, 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 renter that the renter and the renter's personal property will be removed from the property if the renter has not vacated the property 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 landlord refuses to return the property after proper demand is made as provided in section 504A.245, the court shall enter an order requiring the landlord to return the property to the renter and awarding reasonable expenses including attorney fees to the renter.

Subd. 5. Penalty; waiver not allowed. Unless the property has been abandoned, a landlord, an agent, or other person acting under the landlord's direction or control who enters the property and removes the renter's personal property in violation of this section is guilty of an unlawful eviction under section 504A.251, paragraph (c), and is subject to penalty under section 504A.251, paragraph (a). This section may not be waived or modified by lease or other agreement.

History: 1998 c 253 s 51

504A.421 UNLAWFUL EXCLUSION OR REMOVAL; 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 property 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 property is located that:

- (1) describes the property and the landlord;
- (2) specifically states the facts and grounds that demonstrate that the eviction was unlawful, including a statement that no judgment and order to vacate has been issued under section 504A.325 in favor of the landlord and against the residential tenant and executed in accordance with section 504A.415; 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 eviction was unlawful, the court shall immediately order that the residential tenant have possession of the property.

(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 property is 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 property. 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 property. If the landlord, the landlord's agent, or other person in control of the property 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 property. 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 property only in accordance with sections 504A.205 to 504A.215 and 504A.301 to 504A.415 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 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 property, 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 evicted from rental property and except where expressly provided in this section, sections 504A.205 to 504A.215 and 504A.301 to 504A.415 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.

History: 1998 c 253 s 52,79

RESIDENTIAL TENANT REMEDIES; CODE VIOLATIONS

504A.501 INSPECTION; NOTICE.

Subdivision 1. Who may request. On demand by a residential tenant, neighborhood organization with the written permission of a residential tenant or, if a residential building is unoccupied, by a 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 com-

plaining residential tenant or neighborhood organization in writing of any code violations discovered.

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

Subd. 3. When action may be brought. (a) After an inspection has been made, an action may not be brought under sections 504A.501 to 504A.581 until the time granted under subdivision 2, paragraph (b), has expired and satisfactory repairs 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 in subdivision 1, paragraph (b), 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 504A.001, subdivision 13, clause (2) or (3), is alleged to exist; or

(2) a neighborhood organization, with the written permission of a residential tenant of a residential building in which a violation, as defined in section 504A.001, subdivision 13, 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.

History: 1998 c 253 s 53

504A.505 SPECIAL PROCEEDING.

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 504A.001, subdivision 13, is alleged to exist;

(2) a neighborhood organization with the written permission of a residential tenant of a residential building in which a violation, as defined in section 504A.001, subdivision 13, clause (1) or (2), is alleged to exist;

(3) a neighborhood organization that has within its geographical area an unoccupied residential building in which a violation, as defined in section 504A.001, subdivision 13, 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. Summons and complaint required. The action must be begun by service of a complaint and summons. The summons may be issued only by a judge or court administrator.

Subd. 4. 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 504A.001, subdivision 13, 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.

History: 1998 c 253 s 54

504A.511 EMERGENCY RELIEF PROCEEDING.

Subdivision 1. **Petition.** A person authorized to bring an action under section 504A.505, 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 property 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 contained 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 504A.535. The petitioner shall serve the order on the landlord personally or by mail as soon as practicable.

Subd. 6. **Limitation.** The residential tenant remedy under 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 504A.501 does not apply to a petition for emergency relief under this section.

History: 1998 c 253 s 55

504A.515 SUMMONS.

Subdivision 1. **Contents.** (a) On receipt of the complaint in section 504A.505, 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 504A.501 to 504A.581.

(b) The hearing must be scheduled within five to 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 within five to ten days before the hearing. Service shall be by personal service upon the defendant pursuant to the Minnesota Rules of Civil Procedure. If 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.

History: 1998 c 253 s 56

504A.521 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.

History: 1998 c 253 s 57

504A.525 DEFENSES.

It is a sufficient defense to a complaint under section 504A.505 or 504A.585 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.

History: 1998 c 253 s 58

504A.531 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.

History: 1998 c 253 s 59

504A.535 JUDGMENT.

(a) If the court finds that the complaint in section 504A.505 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) It 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) It 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) It may appoint an administrator with powers described in section 504A.555, and direct that:

(1) the following rents due shall be deposited with the administrator appointed by the court:

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

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

(2) 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) It 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) It may, after termination of administration, 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) It may grant any other relief it finds 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.

History: 1998 c 253 s 60

504A.541 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.

History: 1998 c 253 s 61

504A.545 LANDLORD'S RIGHT TO COLLECT RENT SUSPENDED.

If an administrator has been appointed pursuant to section 504A.531, paragraph (d), the landlord is not entitled to collect rent from the time of judgment or service of judgment until the administration is terminated.

History: 1998 c 253 s 62

504A.551 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 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.

History: 1998 c 253 s 63

504A.555 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 need not give 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 504A.501 to 504A.581;

(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 may 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 may 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. When the court finds that the petition is proved, the court shall terminate the administration and proceed to judgment under section 504A.535, 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:

- (1) the long-term economic viability of the dwelling;
- (2) the causes leading to the appointment of an administrator;
- (3) the repairs necessary to bring the property into code compliance;
- (4) the market value of the property; and
- (5) whether present and future rents will be sufficient to cover the cost of repairs or rehabilitation.

History: 1998 c 253 s 64

504A.561 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 504A.555 for properties for occupancy by low- and moderate-income persons or families. Landlords must repay administrative expense payments made from the fund.

History: 1998 c 253 s 65

504A.565 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 after 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 504A.555, giving all parties an opportunity to be heard.

History: 1998 c 253 s 66

504A.571. TERMINATION OF ADMINISTRATION.

Subdivision 1. **Events of termination.** The administration shall be terminated after 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 pursuant to section 504A.555, subdivision 5.

Subd. 2. **Accounting by administrator.** After the occurrence of one 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 administrator, 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.** After 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 sections 504A.501 to 504A.581.

History: 1998 c 253 s 67

504A.575. WAIVER NOT ALLOWED.

A provision of a lease or other agreement in which a provision of sections 504A.501 to 504A.581 is waived by a residential tenant is contrary to public policy and void.

History: 1998 c 253 s 68

504A.581. PURPOSE TO PROVIDE ADDITIONAL REMEDIES.

The purpose of sections 504A.501 to 504A.581 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.

History: 1998 c 253 s 69

504A.585. ESCROW OF RENT 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 504A.001, subdivision 13, 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 504A.501, 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 504A.001, subdivision 13, 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 within seven to 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 504A.301.

(d) The landlord must serve the counterclaim as provided in section 504A.311, except that the affidavits 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 504A.525 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 504A.155, 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 property will not be in issue at the hearing unless the landlord files a counterclaim for possession or an action under sections 504A.205 to 504A.215 and 504A.301 to 504A.415.

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 eviction. Actions under this section and actions for eviction brought under sections 504A.205 to 504A.215, 504A.301 to 504A.415, or section 504A.705 which involve the same parties must be consolidated and heard on the date scheduled for the eviction.

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 504A.535, 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 504A.591.

(b) When a proceeding under this section has been consolidated with a counterclaim for possession or an action for eviction under sections 504A.205 to 504A.215, 504A.301 to

504A.415, or section 504A.705, and the landlord prevails, the residential tenant may redeem the tenancy as provided in section 504A.201.

(c) When a proceeding under this section has been consolidated with a counterclaim for possession or an action for eviction under sections 504A.205 to 504A.215, 504A.301 to 504A.415, or section 504A.705 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 504A.551 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.

History: 1998 c 253 s 70

504A.591 VIOLATIONS OF BUILDING REPAIR ORDERS.

Subdivision 1. Noncompliance; fines. After finding 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.

History: 1998 c 253 s 71

504A.595 CODE VIOLATIONS, DISCLOSURE.

(a) A state, county, or city agency charged by the governing body of the appropriate political subdivision with responsibility for enforcing a state, county, or city health, housing, building, fire prevention, or housing maintenance code shall make available to the persons described in paragraph (b) code violation records that pertain to a particular parcel of real property and the buildings, improvements, and dwelling units located on it. The records must be made available 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.

(b) 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) a person having any legal or beneficial interest in the property, including a renter;
- (2) a person considering in good faith the lease or purchase of the property;
- (3) a person authorized to request an inspection under section 504A.501; and
- (4) a party to any action related to the property, including actions brought under sections 504A.125 and 504A.501 to 504A.581.

History: 1998 c 253 s 72

TENANT REPORTS

504A.601 DEFINITIONS.

Subdivision 1. **Applicability.** The definitions in this section apply to sections 504A.601 to 504A.611.

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 credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, 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 residential tenants or assembling residential tenant reports for monetary fees, dues, or on a cooperative nonprofit basis.

History: 1998 c 253 s 73

504A.605 RESIDENTIAL TENANT REPORTS; DISCLOSURE AND CORRECTIONS.

Subdivision 1. **Disclosures required.** (a) On 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 30 days before the request to deny the rental to the individual or increase the security deposit or rent of a residential housing unit to the individual.

(c) 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. 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.

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

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

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

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

(4) Information in a 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 tenant and available from the 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 six months before the request.

Subd. 3. Explanations. The residential tenant screening service must permit an individual to explain an eviction report or a 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 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 504A.611 if the residential tenant screening service reports complete and accurate information as provided by the court.

(b) A tenant screening service shall not provide tenant reports containing information on eviction actions in the second and fourth judicial districts, unless the 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 requirements under section 504A.611 or 504A.701, other breach of a lease agreement, or a counterclaim for possession of the property under section 504A.581.

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

History: 1998 c 253 s 74

504A.611 RESIDENTIAL TENANT REPORT; REMEDIES.

The remedies in section 8.31 apply to a violation of section 504A.605. A residential tenant screening service or landlord that complies with the Fair Credit Reporting Act, United States Code, title 15; section 1681, et seq., is considered to comply with section 504A.605.

History: 1998 c 253 s 75

**POSSESSION OF CONTROLLED SUBSTANCES
ON RESIDENTIAL RENTAL PROPERTY**

504A.701 LANDLORD AND RESIDENTIAL TENANT MAY NOT ALLOW UNLAWFUL ACTIVITIES.

Subdivision 1. **Specific agreement.** (a) A landlord and residential tenant agree that neither will:

- (1) unlawfully allow controlled substances to be used on the property, its lands, or common area;
- (2) allow prostitution or prostitution-related activity as defined in section 617.80, subdivision 4, to occur on the property, its lands, or common area;
- (3) allow the unlawful use or possession of a firearm in violation of section 609.66, subdivision 1a, 609.67, or 624.713 on the property, its lands, or common area;
- (4) allow stolen property or property obtained by robbery in the property, its lands, or common area; and

(5) use, or allow others acting under the control of either, to use the property's common area or lands to manufacture, sell, give away, barter, deliver, exchange, distribute, purchase, or possess a controlled substance in violation of a criminal provision of chapter 152.

(b) This agreement is not violated when a person other than the landlord or residential tenant possesses or allows controlled substances on the property, its lands, or common area unless the landlord or residential tenant knew or had reason to know of that activity.

Subd. 2. **Breach voids right to possession.** (a) A breach of the agreement in subdivision 1 voids the residential tenant's right to possession of the property. All other provisions of the lease, 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.

(b) If the residential tenant breaches the agreement in subdivision 1, the landlord may bring, or assign to the county attorney of the county in which the property is located, the right to bring an eviction action against the residential tenant. 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 residential tenant's personal property, following issuance of an order to vacate and delivery of the writ to the sheriff for execution.

Subd. 3. **Waiver not allowed.** The landlord or residential tenant may not waive or modify the prohibition imposed by this section.

History: 1998 c 253 s 76, 79

504A.705 EVICTION FOR VIOLATION.

(a) A landlord may evict a residential tenant who is subject to seizure under section 609.5317, subdivision 1, for which there is not a defense under section 609.5317, subdivision 3.

(b) Landlords must give written notice to residential tenants of the provision relating to seizures in paragraph (a). Failure to give notice does not subject the landlord to criminal or civil liability and is not a defense under section 609.5317, subdivision 3.

History: 1998 c 253 s 77