

1.14 Section 1. Minnesota Statutes 2023 Supplement, section 484.014, subdivision 3, is amended  
1.15 to read:

1.16 Subd. 3. **Mandatory expungement.** (a) ~~Except for clause (6);~~ The court shall, without  
1.17 motion by any party except for clauses (6) and (7), order expungement of an eviction case:

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

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

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

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

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

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

2.4 (5) three years after the eviction was ordered; ~~or~~

2.5 (6) upon motion of a defendant, if an eviction action has been filed in violation of section  
2.6 504B.285, subdivision 1, paragraph (b); or

2.7 (7) upon motion of a defendant, if the case is settled and the defendant fulfills the terms  
2.8 of the settlement.

2.9 (b) If a tenant brings a motion for the expungement of an eviction, the court shall order  
2.10 the expungement of an eviction case that was commenced on the grounds of a violation of  
2.11 section 504B.171 or any other claim of breach regardless of when the original eviction was  
2.12 ordered, if the tenant could receive an automatic expungement under section 609A.055, or  
2.13 if the breach was based solely on the possession of marijuana or tetrahydrocannabinols.

2.14 **EFFECTIVE DATE.** This section is effective the day following final enactment.

1.24 Section 1. Minnesota Statutes 2023 Supplement, section 484.014, subdivision 3, is amended  
1.25 to read:

1.26 Subd. 3. **Mandatory expungement.** (a) ~~Except for clause (6);~~ The court shall, without  
1.27 motion by any party except for clauses (6) and (7), order expungement of an eviction case:

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

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

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

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

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

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

2.12 (5) three years after the eviction was ordered; ~~or~~

2.13 (6) upon motion of a defendant, if an eviction action has been filed in violation of section  
2.14 504B.285, subdivision 1, paragraph (b); or

2.15 (7) upon motion of a defendant, if the case is settled and the defendant fulfills the terms  
2.16 of the settlement.

2.17 (b) If a tenant brings a motion for the expungement of an eviction, the court shall order  
2.18 the expungement of an eviction case that was commenced on the grounds of a violation of  
2.19 section 504B.171 or any other claim of breach regardless of when the original eviction was  
2.20 ordered, if the tenant could receive an automatic expungement under section 609A.055, or  
2.21 if the breach was based solely on the possession of marijuana or tetrahydrocannabinols.

2.22 **EFFECTIVE DATE.** This section is effective the day following final enactment.

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

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

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

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

2.15 Sec. 2. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision  
2.16 to read:

2.17 Subd. 13a. **Tenant association.** "Tenant association" means a group of tenants from  
2.18 two or more rental units that are owned or operated by the same landlord who form or  
2.19 maintain an organization, whether incorporated or unincorporated, to improve housing  
2.20 conditions, amenities, community life, or the contractual position of the member tenants.

2.21 Sec. 3. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision  
2.22 to read:

2.23 Subd. 13b. **Tenant organizer.** "Tenant organizer" means a tenant or another who assists  
2.24 residential tenants in establishing and operating a tenant association and is not an employee  
2.25 or representative of the current or prospective landlord, property owner, manager, or agent  
2.26 of the landlord.

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

17.19 Section 1. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision  
17.20 to read:

17.21 Subd. 13a. **Tenant association.** "Tenant association" means a group of tenants from  
17.22 two or more rental units that are owned or operated by the same landlord who form or  
17.23 maintain an organization, whether incorporated or unincorporated, to improve housing  
17.24 conditions, amenities, community life, or the contractual position of the member tenants.

17.25 Sec. 2. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision  
17.26 to read:

17.27 Subd. 13b. **Tenant organizer.** "Tenant organizer" means a tenant or another who assists  
17.28 residential tenants in establishing and operating a tenant association and is not an employee  
17.29 or representative of the current or prospective landlord, property owner, manager, or agent  
17.30 of the landlord.

20.9 Sec. 2. Minnesota Statutes 2022, section 504B.001, subdivision 14, is amended to read:

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

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

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

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

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

20.19 ~~(3)~~ (5) a violation of an oral or written agreement, lease, or contract for the rental of a  
20.20 dwelling in a building.

20.21 Sec. 3. Minnesota Statutes 2022, section 504B.001, is amended by adding a subdivision  
20.22 to read:

20.23 Subd. 16. **Abandonment.** (a) "Abandonment of tenancy" means the intentional and  
20.24 voluntary absolute relinquishment of premises by the residential tenant.

20.25 (b) "Abandonment of personal property" means a residential tenant leaving some of the  
20.26 tenant's personal property on the premises after permanently vacating the property.

2.27 Sec. 4. Minnesota Statutes 2022, section 504B.113, subdivision 3, is amended to read:

2.28 Subd. 3. Additional fees or deposits prohibited; disclosure required. (a) A landlord

2.29 must not require a tenant with a reasonable accommodation under this section to pay an

3.1 additional fee, charge, or deposit for the service or support animal. A tenant is liable to the

3.2 landlord for any damage to the premises caused by the service or support animal.

3.3 (b) If a landlord requires an additional fee, charge, or deposit pursuant to a pet policy,

3.4 the landlord must disclose in the lease the prohibition on additional fees, charges, or deposits

3.5 for service or support animals under this section.

3.6 (c) A tenant may bring an action to recover any fees, charges, or deposits paid to a

3.7 landlord pursuant to a pet policy if:

3.8 (1) the landlord fails to provide the disclosure required in paragraph (b); and

3.9 (2) the tenant demonstrates that the tenant would have requested a reasonable

3.10 accommodation and would likely have received a reasonable accommodation had the

3.11 landlord provided the disclosure under paragraph (b).

3.12 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to leases

3.13 entered into on or after that date.

20.27 Sec. 4. Minnesota Statutes 2022, section 504B.101, is amended to read:

20.28 **504B.101 DISTRESS FOR RENT.**

20.29 The remedy of distress for rent is abolished. The requirements of this section may not

20.30 be waived or modified by the parties to a residential lease. Any provision, whether oral or

21.1 written, of a lease or other agreement by which any provision of this section is waived by

21.2 a tenant is contrary to public policy and void. The tenant shall recover from the landlord

21.3 actual and consequential damages or \$1,000, whichever is greater, and reasonable attorney

21.4 fees, for a violation of this section.

21.5 Sec. 5. Minnesota Statutes 2022, section 504B.111, is amended to read:

21.6 **504B.111 WRITTEN LEASE REQUIRED; PENALTY.**

21.7 (a) A landlord of a residential building with 12 or more residential units must have a

21.8 written lease for each unit rented to a residential tenant. The written lease must identify the

21.9 specific unit the residential tenant will occupy before the residential tenant signs the lease.

21.10 Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask

21.11 for the tenant's full name and date of birth on the lease and application. A landlord who fails

21.12 to provide a lease, as required under this section, is guilty of a petty misdemeanor.

21.13 (b) The tenant shall recover from the landlord actual and consequential damages or \$500,

21.14 whichever is greater, and reasonable attorney fees, for a violation of this section.

3.14 Sec. 5. [504B.117] INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER.  
 3.15 A landlord must provide on a rental application the option for a prospective tenant to  
 3.16 submit an individual taxpayer identification number or a Social Security number as follows:  
 3.17 "SSN or ITIN: ..... ."  
 3.18 A landlord must not deny a rental application solely because the prospective tenant provided  
 3.19 an individual taxpayer identification number. Nothing in this section prevents a landlord  
 3.20 from denying an application if the consumer credit report attached to an individual taxpayer  
 3.21 identification number is insufficient.

21.15 Sec. 6. Minnesota Statutes 2022, section 504B.115, subdivision 1, is amended to read:  
 21.16 Subdivision 1. **Copy of written lease to tenant.** Where there is a written lease, a landlord  
 21.17 must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease  
 21.18 agreement. The landlord may obtain a signed and dated receipt, either as a separate document  
 21.19 or an acknowledgment included in the lease agreement itself, from the tenant acknowledging  
 21.20 that the tenant has received a copy of the lease. This signed receipt or acknowledgment is  
 21.21 prima facie evidence that the tenant has received a copy of the lease. The landlord must  
 21.22 provide the copy of the lease agreement within 14 days of the tenant's written request. The  
 21.23 tenant shall recover from the landlord actual and consequential damages or \$250, whichever  
 21.24 is greater, and reasonable attorney fees, for a violation of this section.

21.25 Sec. 7. Minnesota Statutes 2022, section 504B.116, is amended to read:  
 21.26 **504B.116 PRORATED RENT REQUIRED.**  
 21.27 (a) When a lease term for a residential unit ends on a date before the last day of the final  
 21.28 month, the amount of rent to be paid for the final month owed for the final month of rent  
 21.29 must be prorated at the average daily rate for that month so that the tenant only pays for the  
 21.30 actual number of days that occupancy is allowed. This provision applies to all leases,  
 21.31 including leases requiring the last month of rent to be paid in advance. Any attempted waiver  
 21.32 of this section by a landlord and tenant, by contract or otherwise, shall be void and  
 22.1 unenforceable. The tenant shall recover from the landlord actual and consequential damages  
 22.2 or \$500, whichever is greater, and reasonable attorney fees, for a violation of this section.

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

12.19 Section 1. [504B.117] INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER.  
 12.20 A landlord must provide on a rental application the option for a prospective tenant to  
 12.21 submit an individual taxpayer identification number or a Social Security number as follows:  
 12.22 "SSN or ITIN: ..... ."  
 12.23 A landlord must not deny a rental application solely because the prospective tenant provided  
 12.24 an individual taxpayer identification number. Nothing in this section prevents a landlord  
 12.25 from denying an application if the consumer credit report attached to an individual taxpayer  
 12.26 identification number is insufficient, or denying an applicant for failing to provide all legally  
 12.27 required information to the landlord.

22.5 Sec. 8. Minnesota Statutes 2022, section 504B.118, is amended to read:  
 22.6 **504B.118 RECEIPT FOR RENT PAID IN CASH.**  
 22.7 A landlord receiving rent or other payments from a tenant in cash must provide a written  
 22.8 receipt for payment immediately upon receipt if the payment is made in person, or within  
 22.9 three business days if payment in cash is not made in person. Any attempted waiver of this

3.22 Sec. 6. Minnesota Statutes 2023 Supplement, section 504B.144, is amended to read:

3.23 **504B.144 EARLY RENEWAL OF LEASE.**

3.24 A landlord ~~must wait until~~ may not require a tenant to renew a lease sooner than six  
3.25 months ~~from the expiration of the current lease before requiring a tenant to renew the lease,~~  
3.26 if the lease is for a period of time longer than ten months. Nothing prevents a landlord from  
3.27 waiting until closer to the expiration of a lease to ask a tenant to renew the lease. Any  
3.28 provision, whether oral or written, of any lease or other agreement whereby any provision  
3.29 of this section is waived by a tenant is contrary to public policy and void.

3.30 **EFFECTIVE DATE.** This section is effective the day following final enactment.

22.10 ~~section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.~~  
22.11 ~~The tenant shall recover from the landlord actual and consequential damages or \$250,~~  
22.12 ~~whichever is greater, and reasonable attorney fees, for a violation of this section.~~

22.13 Sec. 9. Minnesota Statutes 2022, section 504B.131, is amended to read:

22.14 **504B.131 RENT LIABILITY; UNINHABITABLE BUILDINGS.**

22.15 A tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit  
22.16 for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender  
22.17 such a building. A tenant or occupant may expressly agree otherwise except as prohibited  
22.18 by section 504B.161. Any attempted waiver of this section by a landlord and tenant, by  
22.19 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the  
22.20 landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable  
22.21 attorney fees, for a violation of this section.

22.22 Sec. 10. Minnesota Statutes 2022, section 504B.141, is amended to read:

22.23 **504B.141 URBAN REAL ESTATE; HOLDING OVER.**

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

2.23 Sec. 2. Minnesota Statutes 2023 Supplement, section 504B.144, is amended to read:

2.24 **504B.144 EARLY RENEWAL OF LEASE.**

2.25 A landlord ~~must wait until six months from the expiration of the current lease before~~  
2.26 ~~requiring a tenant to renew the lease~~ may not require a tenant to renew a lease sooner than  
2.27 six months ~~prior to the expiration of the current lease,~~ if the lease is for a period of time  
2.28 longer than ten months. Nothing prevents a landlord from waiting until closer to the  
2.29 expiration of a lease to ask a tenant to renew the lease. Any provision, whether oral or  
2.30 written, of any lease or other agreement whereby any provision of this section is waived by  
2.31 a tenant is contrary to public policy and void.

3.1 **EFFECTIVE DATE.** This section is effective the day following final enactment.

23.1 Sec. 11. Minnesota Statutes 2022, section 504B.145, is amended to read:

23.2 **504B.145 RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.**

23.3 Subdivision 1. **Automatic renewal.** Notwithstanding the provisions of any residential  
23.4 lease, in order to enforce any automatic renewal clause of a lease of an original term of two

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

23.12 Subd. 2. **Penalty.** If the landlord does not comply with the notice requirements of this  
 23.13 section, the tenant may choose to terminate the lease on the last day of the lease without  
 23.14 further notice unless a new agreement is reached by the parties.

23.15 Subd. 3. **Waiver prohibited.** Any attempted waiver of this section by a landlord and  
 23.16 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover  
 23.17 from the landlord actual and consequential damages or \$500, whichever is greater, and  
 23.18 reasonable attorney fees, for a violation of this section.

23.19 Sec. 12. Minnesota Statutes 2022, section 504B.151, subdivision 1, is amended to read:

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

- 23.28 (1) the contract for deed has been reinstated or paid in full;
- 23.29 (2) the mortgage default has been cured and the mortgage reinstated;
- 23.30 (3) the mortgage has been satisfied;
- 23.31 (4) the property has been redeemed from a foreclosure sale; or
- 23.32 (5) a receiver has been appointed.

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

24.6 (c) This section does not apply to a manufactured home park as defined in section  
 24.7 327C.015, subdivision 8.

4.1 Sec. 7. **[504B.153] NEW CONSTRUCTION DELAYS; TENANT REMEDIES.**

4.2 Subdivision 1. **Definition; new construction.** For purposes of this section, "new  
4.3 construction" means a new building, rehabilitation, modification, reconstruction, any physical  
4.4 changes altering the use or occupancy of the dwelling units, or an addition to a building.

4.5 Subd. 2. **Requirements if landlord cannot deliver occupancy.** (a) If a landlord is  
4.6 informed by a builder or otherwise knows that a new construction for rental occupancy will  
4.7 not be available for occupancy by the move-in date established in the lease agreement, the  
4.8 landlord must, within seven days and prior to the move-in date, notify every tenant affected  
4.9 and offer the following choices to the tenant to be accepted at the tenant's option:

4.10 (1) alternative housing provided by the landlord that is reasonably equivalent in size,  
4.11 amenities, and location to the unit described in the lease agreement, unless otherwise agreed  
4.12 upon by the tenant, until the unit may be lawfully inhabited;

4.13 (2) payment from the landlord to the tenant, equivalent to the cost of rent established in  
4.14 the lease agreement, to mitigate the costs of alternative housing secured by the tenant until  
4.15 the unit described in the lease agreement may be lawfully inhabited; or

4.16 (3) termination of the lease agreement and a return to the tenant of all amounts paid to  
4.17 the landlord, including any rent, deposit, and other payments incurred in entering the lease  
4.18 agreement.

4.19 (b) If a tenant exercises options under paragraph (a), clause (1) or (2), the landlord must  
4.20 provide the tenant with reimbursements related to security deposits, application fees, parking  
4.21 fees, pet fees, and any other fees reasonably associated with securing alternative housing.

4.22 (c) Tenants exercising options under paragraph (a), clause (1) or (2), may terminate their  
4.23 lease agreement under paragraph (a), clause (3), if the new construction for rental occupancy  
4.24 is not available for tenant occupancy within 90 days of the move-in date established in the  
4.25 lease agreement.

4.26 Subd. 3. **Waiver.** Any provision, whether oral or written, of any lease or other agreement,  
4.27 whereby any provision of this section is waived by a tenant, is contrary to public policy and  
4.28 void.

24.8 (d) ~~A landlord who violates the requirements in this subdivision is liable to the lessee~~  
24.9 ~~for a civil penalty of \$500. Any attempted waiver of this section by a landlord and tenant,~~  
24.10 ~~by contract or otherwise, shall be void and unenforceable. The tenant shall recover from~~  
24.11 ~~the landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable~~  
24.12 ~~attorney fees, for a violation of this section, unless the landlord falls under the exception in~~  
24.13 ~~subdivision 2. The remedy provided under this paragraph is in addition to and shall not limit~~  
24.14 ~~other rights or remedies available to landlords and tenants.~~

14.25 Section 1. **[504B.153] NEW CONSTRUCTION DELAYS; TENANT REMEDIES.**

14.26 Subdivision 1. **Definition; new construction.** For purposes of this section, "new  
14.27 construction" means a new building, rehabilitation, modification, reconstruction, any physical  
14.28 changes altering the use or occupancy of the dwelling units, or an addition to a building.

14.29 Subd. 2. **Requirements if landlord cannot deliver occupancy.** (a) If a landlord is  
14.30 informed by a builder or otherwise knows that a new construction for rental occupancy will  
14.31 not be available for occupancy by the move-in date established in the lease agreement, the  
15.1 landlord must, within seven days and prior to the move-in date, notify every tenant affected  
15.2 and offer the following choices to the tenant to be accepted at the tenant's option:

15.3 (1) alternative housing provided by the landlord that is reasonably equivalent in size,  
15.4 amenities, and location to the unit described in the lease agreement, unless otherwise agreed  
15.5 upon by the tenant, until the unit may be lawfully inhabited;

15.6 (2) payment from the landlord to the tenant, equivalent to the cost of rent established in  
15.7 the lease agreement, to mitigate the costs of alternative housing secured by the tenant until  
15.8 the unit described in the lease agreement may be lawfully inhabited; or

15.9 (3) termination of the lease agreement and a return to the tenant of all amounts paid to  
15.10 the landlord, including any rent, deposit, and other payments incurred in entering the lease  
15.11 agreement.

15.12 (b) If a tenant exercises options under paragraph (a), clause (1) or (2), the landlord must  
15.13 provide the tenant with reimbursements related to security deposits, application fees, parking  
15.14 fees, pet fees, and any other fees reasonably associated with securing alternative housing.

15.15 (c) Tenants exercising options under paragraph (a), clause (1) or (2), may terminate their  
15.16 lease agreement under paragraph (a), clause (3), if the new construction for rental occupancy  
15.17 is not available for tenant occupancy within 90 days of the move-in date established in the  
15.18 lease agreement.

15.19 Subd. 3. **Waiver.** Any provision, whether oral or written, of any lease or other agreement,  
15.20 whereby any provision of this section is waived by a tenant, is contrary to public policy and  
15.21 void.

- 4.29 Subd. 4. Remedies. (a) A violation by the landlord of subdivision 2 is a violation of  
 4.30 section 504B.375. A tenant aggrieved by a violation by the landlord of subdivision 2 may  
 4.31 elect the following remedy:
- 4.32 (1) recovery under section 504B.231; or
- 5.1 (2) recover the greater of one month's rent, \$1,000, or actual damages, plus reasonable  
 5.2 attorney fees and court costs.
- 5.3 (b) The remedies available under this section are in addition to any other remedies  
 5.4 available at equity or law.
- 5.5 EFFECTIVE DATE. This section is effective August 1, 2024, and applies to all leases  
 5.6 entered into on or after that date.

- 15.22 Subd. 4. Remedies. (a) A violation by the landlord of subdivision 2 is a violation of  
 15.23 section 504B.375. A tenant aggrieved by a violation by the landlord of subdivision 2 may  
 15.24 elect the following remedy:
- 15.25 (1) recovery under section 504B.231; or
- 15.26 (2) recover the greater of one month's rent, \$1,000, or actual damages, plus reasonable  
 15.27 attorney fees and court costs.
- 15.28 (b) The remedies available under this section are in addition to any other remedies  
 15.29 available at equity or law.
- 15.30 EFFECTIVE DATE. This section is effective August 1, 2024, and applies to all leases  
 15.31 entered into on or after that date.
- 24.15 Sec. 13. **[504B.153] TENANT ABANDONMENT OF DWELLING.**
- 24.16 Subdivision 1. **Abandonment.** (a) If a residential tenant abandons a dwelling unit during  
 24.17 the lease term, the landlord shall make reasonable efforts to rent it at a fair rental value. If  
 24.18 the landlord rents the dwelling unit for a term beginning before the expiration of the rental  
 24.19 agreement, the agreement is terminated on the date the new tenancy begins. The rental  
 24.20 agreement is terminated by the landlord on the date the landlord has notice of the  
 24.21 abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair  
 24.22 rental value or if the landlord accepts the abandonment as a surrender. The tenant shall not  
 24.23 be liable for rent after the termination of the tenancy.
- 24.24 (b) If the rental agreement was for a periodic tenancy or tenancy at will, the maximum  
 24.25 rent liability for the tenant is the notice period required to end the lease from the date the  
 24.26 landlord has notice of the abandonment.
- 24.27 Subd. 2. **Waiver prohibited.** Any waiver of the rights provided by this section shall be  
 24.28 void and unenforceable.
- 24.29 Sec. 14. Minnesota Statutes 2023 Supplement, section 504B.161, subdivision 1, is amended  
 24.30 to read:
- 24.31 Subdivision 1. **Requirements.** (a) In every lease or license of residential premises, the  
 24.32 landlord or licensor covenants:
- 25.1 (1) that the premises and all common areas are fit for the use intended by the parties;
- 25.2 (2) to keep the premises and all common areas in reasonable repair during the term of  
 25.3 the lease or license, including services and conditions listed in section 504B.381, subdivision  
 25.4 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when  
 25.5 the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant  
 25.6 or licensee or a person under the direction or control of the tenant or licensee;
- 25.7 (3) to make the premises and all common areas reasonably energy efficient by installing  
 25.8 weatherstripping, caulking, storm windows, and storm doors when any such measure will

- 25.9 result in energy procurement cost savings, based on current and projected average residential  
 25.10 energy costs in Minnesota, that will exceed the cost of implementing that measure, including  
 25.11 interest, amortized over the ten-year period following the incurring of the cost;
- 25.12 (4) to maintain the premises and all common areas in compliance with the applicable  
 25.13 health and safety laws of the United States, of the state, and of the local units of government,  
 25.14 including ordinances regulating rental licensing, where the premises are located during the  
 25.15 term of the lease or license, except when violation of the health and safety laws has been  
 25.16 caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a  
 25.17 person under the direction or control of the tenant or licensee; and
- 25.18 (5) to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from  
 25.19 October 1 through April 30, unless a utility company requires and instructs the heat to be  
 25.20 reduced.
- 25.21 ~~(b) The parties to a lease or license of residential premises may not waive or modify the~~  
 25.22 ~~covenants imposed by this section.~~
- 25.23 Sec. 15. Minnesota Statutes 2022, section 504B.161, subdivision 2, is amended to read:
- 25.24 Subd. 2. **Tenant maintenance.** The landlord or licensor may agree with the tenant or  
 25.25 licensee that the tenant or licensee is to perform specified repairs or maintenance, including  
 25.26 snow removal and maintenance of the lawn and premises, but only if the agreement is  
 25.27 supported by adequate consideration and the consideration is specifically set forth in a  
 25.28 conspicuous writing. No such agreement, however, may waive the provisions of subdivision  
 25.29 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises.
- 25.30 Sec. 16. Minnesota Statutes 2022, section 504B.161, subdivision 4, is amended to read:
- 25.31 Subd. 4. **Covenants are in addition.** The covenants contained in this section are in  
 25.32 addition to any covenants or conditions imposed by law or ordinance or by the terms of the  
 26.1 lease or license and do not limit other rights or remedies which may be available to the  
 26.2 residential tenant and landlord.
- 26.3 Sec. 17. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision  
 26.4 to read:
- 26.5 Subd. 7. **Remedies.** (a) If a landlord is in violation of this section, the tenant shall be  
 26.6 entitled to:
- 26.7 (1) actual and consequential damages, based on rent abatement for impairment of use  
 26.8 and enjoyment of the property for the period of the violation under section 541.05,  
 26.9 subdivision 1, and consequential damages, or \$500, whichever is greater;
- 26.10 (2) in the case of a residential building or residential unit that has been condemned for  
 26.11 city or county housing code or rental licensing violations, actual and consequential damages,

- 26.12 based on the total rent for the period of the violation under section 541.05, subdivision 1,  
 26.13 and consequential damages, or \$500, whichever is greater; or
- 26.14 (3) in the case of violation of subdivision 2, actual and consequential damages, based  
 26.15 on adequate consideration for services performed by the tenant for the period of the violation  
 26.16 under section 541.05, subdivision 1, and consequential damages, or \$500, whichever is  
 26.17 greater.
- 26.18 (b) When a landlord is in violation of this section, a tenant shall also be entitled to the  
 26.19 following relief, in addition to the relief available in paragraph (a):
- 26.20 (1) actual and consequential damages or \$500, whichever is greater, and reasonable  
 26.21 attorney fees, for a violation of this section;
- 26.22 (2) correction of the violations by the landlord;
- 26.23 (3) at the tenant's option, full rescission of the lease and recovery of any damage deposit,  
 26.24 less any amount retained under section 504B.178;
- 26.25 (4) costs, disbursements, and reasonable attorney fees related to enforcement of this  
 26.26 section; and
- 26.27 (5) at the tenant's option, collection of awards under this subdivision as a credit against  
 26.28 current and future rents from the landlord.
- 27.1 Sec. 18. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision  
 27.2 to read:
- 27.3 Subd. 8. **Enforcement.** A residential tenant may enforce the provisions of this section  
 27.4 in actions under sections 504B.281 to 504B.371, 504B.381, 504B.385, and 504B.395 to  
 27.5 504B.471, and other civil actions.
- 27.6 Sec. 19. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision  
 27.7 to read:
- 27.8 Subd. 9. **Waiver prohibited.** Any attempted waiver of this section by a landlord and  
 27.9 tenant, by contract or otherwise, shall be void and unenforceable.
- 12.28 Sec. 2. Minnesota Statutes 2022, section 504B.173, is amended by adding a subdivision  
 12.29 to read:
- 12.30 Subd. 3a. **Denial based on pending cases.** (a) No landlord may deny a rental application  
 12.31 based on any of the following:
- 13.1 (1) a pending eviction action;
- 13.2 (2) any court file that is not public, has been expunged, or has been destroyed; or

5.7 Sec. 8. Minnesota Statutes 2022, section 504B.177, is amended to read:

5.8 **504B.177 LATE FEES.**

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

13.3 (3) any eviction action that has not resulted in a writ of recovery of premises and order  
13.4 to vacate, as that term is defined in section 504B.001, subdivision 15.

13.5 (b) There shall be a rebuttable presumption that a landlord is in violation of this section  
13.6 if it is established that the landlord:

13.7 (1) reviewed court records relating to a potential tenant and the records met the criteria  
13.8 described in paragraph (a); and

13.9 (2) after reviewing the record or records, subsequently refuses to rent or offer a lease to  
13.10 the potential tenant.

13.11 Sec. 3. Minnesota Statutes 2022, section 504B.173, subdivision 4, is amended to read:

13.12 Subd. 4. **Remedies.** (a) In addition to any other remedies, a landlord who violates ~~this~~  
13.13 ~~section subdivisions 1 to 3~~ is liable to the applicant for the applicant screening fee plus a  
13.14 civil penalty of up to \$100, civil court filing costs, and reasonable attorney fees incurred to  
13.15 enforce this remedy. A landlord who violates subdivision 3a is liable to the applicant for  
13.16 the applicant screening fee plus a civil penalty of up to \$1,000, civil court filing costs, and  
13.17 reasonable attorney fees incurred to enforce this remedy.

13.18 (b) A prospective tenant who provides materially false information on the application  
13.19 or omits material information requested is liable to the landlord for damages, plus a civil  
13.20 penalty of up to \$500, civil court filing costs, and reasonable attorney fees.

27.10 Sec. 20. Minnesota Statutes 2022, section 504B.175, subdivision 4, is amended to read:

27.11 Subd. 4. **Remedies.** ~~In addition to any other remedies, a landlord who violates this section~~  
27.12 ~~is liable to the payor of the prelease deposit for the amount of the deposit paid, plus one-half~~  
27.13 ~~of that amount as a penalty. A landlord who enters into a rental agreement with a tenant is~~  
27.14 ~~not liable under this section unless the landlord failed to comply with subdivision 3. Any~~  
27.15 ~~attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be~~  
27.16 ~~void and unenforceable. The tenant shall recover from the landlord actual and consequential~~  
27.17 ~~damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of~~  
27.18 ~~this section, and, at the tenant's option, full rescission of the lease and recovery of any~~  
27.19 ~~damage deposit less any amount retained under section 504B.178.~~

3.2 Sec. 3. Minnesota Statutes 2022, section 504B.177, is amended to read:

3.3 **504B.177 LATE FEES.**

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

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

5.20 (c) A late fee charged by a landlord who has entered into a housing assistance payments  
 5.21 contract with the federal, state, or local government must be calculated and assessed only  
 5.22 on the portion of rent payable by the tenant. For the purposes of this paragraph, "housing  
 5.23 assistance payments contract" means programs described in United States Code, title 42,  
 5.24 sections 1437f and 1485, as well as other programs under which the landlord contracts to  
 5.25 receive rent from the tenant and payment from the government.

5.26 **EFFECTIVE DATE.** This section is effective the day following final enactment.

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

3.15 (c) A late fee charged by a landlord who has entered into a housing assistance payments  
 3.16 contract with the federal, state, or local government must be calculated and assessed only  
 3.17 on the portion of rent payable by the tenant. For the purposes of this paragraph, "housing  
 3.18 assistance payments contract" means programs described in United States Code, title 42,  
 3.19 sections 1437f and 1485, as well as other programs under which the landlord contracts to  
 3.20 receive rent from the tenant and also to receive payment from the government.

3.21 **EFFECTIVE DATE.** This section is effective the day following final enactment.

27.20 Sec. 21. Minnesota Statutes 2022, section 504B.178, subdivision 7, is amended to read:

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

27.28 Sec. 22. Minnesota Statutes 2022, section 504B.181, is amended by adding a subdivision  
 27.29 to read:

27.30 Subd. 7. **Waiver prohibited.** Any attempted waiver of this section by a landlord and  
 27.31 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover  
 28.1 from the landlord actual and consequential damages or \$500, whichever is greater, and  
 28.2 reasonable attorney fees, for a violation of this section.

28.3 Sec. 23. Minnesota Statutes 2022, section 504B.185, subdivision 2, is amended to read:

28.4 Subd. 2. **Notice.** (a) After the local authority has inspected the residential building under  
 28.5 subdivision 1, the inspector shall inform the landlord or the landlord's agent and the  
 28.6 residential tenant or housing-related neighborhood organization in writing of any code  
 28.7 violations discovered and a reasonable deadline for correcting violations.

28.8 (b) ~~A reasonable period of time must be allowed in which to~~ The landlord shall correct  
 28.9 the violations by the deadline given by the local authority.

28.10 Sec. 24. Minnesota Statutes 2022, section 504B.185, is amended by adding a subdivision  
 28.11 to read:

28.12 Subd. 3. **Remedies.** Any attempted waiver of this section by a landlord and tenant, by  
 28.13 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the

- 28.14 landlord actual and consequential damages or \$1,000, whichever is greater, and reasonable  
 28.15 attorney fees, for a violation of this section.
- 28.16 Sec. 25. Minnesota Statutes 2022, section 504B.195, subdivision 1, is amended to read:
- 28.17 Subdivision 1. **Disclosure to tenant.** ~~(a) Except as provided in subdivision 3, A landlord,~~  
 28.18 ~~agent, or person acting under the landlord's direction or control shall provide a copy of all~~  
 28.19 ~~outstanding inspection orders for which a citation has been issued, issued in the previous~~  
 28.20 ~~12 months pertaining to a rental unit or common area, specifying code violations issued~~  
 28.21 ~~under section 504B.185, that the housing inspector identifies as requiring notice because~~  
 28.22 ~~the violations threaten the health or safety of the tenant, all notices of rental license denials,~~  
 28.23 ~~violations, suspensions, and terminations, and all outstanding condemnation orders and~~  
 28.24 ~~declarations that the premises are unfit for human habitation to:~~
- 28.25 (1) a tenant, either by delivery or by United States mail, postage prepaid, within 72 hours  
 28.26 after issuance of the citation;
- 28.27 (2) a person before signing a lease or paying rent or a security deposit to begin a new  
 28.28 tenancy; and
- 28.29 (3) a person prior to obtaining new ownership of the property subject to the order or  
 28.30 declaration. The housing inspector shall indicate on the inspection order whether the violation  
 28.31 threatens the health or safety of a tenant or prospective tenant.
- 29.1 ~~(b) If an inspection order, for which a citation has been issued, does not involve code~~  
 29.2 ~~violations that threaten the health or safety of the tenants, the landlord, agent, or person~~  
 29.3 ~~acting under the landlord's control shall post a summary of the inspection order in a~~  
 29.4 ~~conspicuous place in each building affected by the inspection order, along with a notice~~  
 29.5 ~~that the inspection order will be made available by the landlord for review, upon a request~~  
 29.6 ~~of a tenant or prospective tenant. The landlord shall provide a copy of the inspection order~~  
 29.7 ~~for review by a tenant or a prospective tenant as required under this subdivision.~~
- 29.8 Sec. 26. Minnesota Statutes 2022, section 504B.195, is amended by adding a subdivision  
 29.9 to read:
- 29.10 Subd. 2a. **Damages.** The tenant shall recover from the landlord actual and consequential  
 29.11 damages or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of  
 29.12 this section.
- 29.13 Sec. 27. Minnesota Statutes 2022, section 504B.195, subdivision 5, is amended to read:
- 29.14 Subd. 5. **Remedies additional.** The remedies provided in this section are in addition to  
 29.15 and shall not limit other rights or remedies available to landlords and tenants. Any provision,  
 29.16 whether oral or written, of any lease or other agreement, whereby any provision of this  
 29.17 section is waived by a tenant, is contrary to public policy and void. A violation of this section  
 29.18 violates section 504B.161.

- 5.27 Sec. 9. Minnesota Statutes 2022, section 504B.205, subdivision 2, is amended to read:
- 5.28 Subd. 2. **Emergency calls permitted.** (a) A landlord may not:
- 5.29 (1) bar or limit a residential tenant's right to call for police or emergency assistance in  
5.30 response to domestic abuse or any other conduct, including but not limited to mental health  
5.31 or health crises; or
- 6.1 (2) impose a penalty on a residential tenant for calling for police or emergency assistance  
6.2 in response to domestic abuse or any other conduct, including but not limited to mental  
6.3 health or health crises.
- 6.4 (b) A residential tenant may not waive and a landlord may not require the residential  
6.5 tenant to waive the residential tenant's right to call for police or emergency assistance.
- 6.6 Sec. 10. Minnesota Statutes 2022, section 504B.205, subdivision 3, is amended to read:
- 6.7 Subd. 3. **Local preemption.** This section preempts any inconsistent local ordinance or  
6.8 rule including, without limitation, any ordinance or rule that:
- 6.9 (1) requires an eviction after a specified number of calls by a residential tenant for police  
6.10 or emergency assistance in response to domestic abuse or any other conduct, including but  
6.11 not limited to mental health or health crises; or

- 29.19 Sec. 28. Minnesota Statutes 2022, section 504B.204, is amended to read:
- 29.20 **504B.204 ACTION FOR RENTAL OF CONDEMNED RESIDENTIAL PREMISES.**
- 29.21 (a) A landlord, agent, or person acting under the landlord's direction or control may not  
29.22 accept rent or a security deposit for residential rental property from a tenant after the leased  
29.23 premises have been (1) condemned or declared unfit for human habitation, (2) ordered to  
29.24 be vacated due to violations of a housing, health, or fire code or rental licensing ordinance  
29.25 by the applicable federal, state, or local authority, ~~if the tenancy commenced after the~~  
29.26 ~~premises were condemned or declared unfit for human habitation,~~ or (3) ordered to be  
29.27 vacated pursuant to a government taking. If a landlord, agent, or a person acting under the  
29.28 landlord's direction or control violates this section, the landlord is liable to the tenant for  
29.29 actual damages and an amount equal to three times the amount of all money collected from  
29.30 the tenant after date of condemnation or declaration, plus costs and attorney fees. A violation  
29.31 of this section violates section 504B.161. This section shall be liberally construed for the  
29.32 protection of tenants.
- 30.1 (b) The remedies provided in this section are in addition to and shall not limit other  
30.2 rights or remedies available to landlords and tenants. Any provision, whether oral or written,  
30.3 of any lease or other agreement, whereby any provision of this section is waived by a tenant,  
30.4 is contrary to public policy and void.
- 3.22 Sec. 4. Minnesota Statutes 2022, section 504B.205, subdivision 2, is amended to read:
- 3.23 Subd. 2. **Emergency calls permitted.** (a) A landlord may not:
- 3.24 (1) bar or limit a residential tenant's right to call for police or emergency assistance in  
3.25 response to domestic abuse or any other conduct, including but not limited to mental health  
3.26 or health crises; or
- 3.27 (2) impose a penalty on a residential tenant for calling for police or emergency assistance  
3.28 in response to domestic abuse or any other conduct, including but not limited to mental  
3.29 health or health crises.
- 3.30 (b) A residential tenant may not waive and a landlord may not require the residential  
3.31 tenant to waive the residential tenant's right to call for police or emergency assistance.
- 4.1 Sec. 5. Minnesota Statutes 2022, section 504B.205, subdivision 3, is amended to read:
- 4.2 Subd. 3. **Local preemption.** This section preempts any inconsistent local ordinance or  
4.3 rule including, without limitation, any ordinance or rule that:
- 4.4 (1) requires an eviction after a specified number of calls by a residential tenant for police  
4.5 or emergency assistance in response to domestic abuse or any other conduct, including but  
4.6 not limited to mental health or health crises; or

6.12 (2) provides that calls by a residential tenant for police or emergency assistance in  
 6.13 response to domestic abuse or any other conduct, including but not limited to mental health  
 6.14 or health crises, may be used to penalize or charge a fee to a landlord.

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

6.18 Sec. 11. Minnesota Statutes 2022, section 504B.206, subdivision 1, is amended to read:

6.19 Subdivision 1. **Right to terminate; procedure.** (a) A tenant to a residential lease may  
 6.20 terminate a lease agreement in the manner provided in this section without penalty or liability,  
 6.21 if the tenant or another authorized occupant fears imminent violence after being subjected  
 6.22 to:

6.23 (1) domestic abuse, as that term is defined under section 518B.01, subdivision 2;

6.24 (2) criminal sexual conduct under sections 609.342 to 609.3451;

6.25 (3) sexual extortion under section 609.3458; or

6.26 (4) harassment under section 609.749.

6.27 (b) The tenant must provide signed and dated advance written notice to the landlord:

6.28 (1) stating the tenant fears imminent violence from a person as indicated in a qualifying  
 6.29 document against the tenant or an authorized occupant if the tenant or authorized occupant  
 6.30 remains in the leased premises;

7.1 (2) stating that the tenant needs to terminate the tenancy;

7.2 (3) providing the date by on which the ~~tenant will vacate~~ lease will terminate; and

7.3 (4) providing written instructions for the disposition of any remaining personal property  
 7.4 in accordance with section 504B.271.

7.5 (c) The written notice must be delivered before the termination of the tenancy by mail,  
 7.6 ~~fax, or~~ in person, or by a form of written communication the plaintiff regularly uses to  
 7.7 communicate with the landlord, and be accompanied by a qualifying document. The tenancy  
 7.8 terminates for the tenant who exercises the right granted under this subdivision, including  
 7.9 the right of possession of the premises, on the date provided in the notice required under  
 7.10 paragraph (b). Vacation of the premises under this section by the tenant prior to the date  
 7.11 provided in the notice does not constitute termination of the tenancy for the purposes of this  
 7.12 section.

7.13 (d) The landlord may request that the tenant disclose the name of the perpetrator and, if  
 7.14 a request is made, inform the tenant that the landlord seeks disclosure to protect other tenants  
 7.15 in the building. The tenant may decline to provide the name of the perpetrator for safety  
 7.16 reasons. Disclosure shall not be a precondition of terminating the lease.

4.7 (2) provides that calls by a residential tenant for police or emergency assistance in  
 4.8 response to domestic abuse or any other conduct, including but not limited to mental health  
 4.9 or health crises, may be used to penalize or charge a fee to a landlord.

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

4.13 Sec. 6. Minnesota Statutes 2022, section 504B.206, subdivision 1, is amended to read:

4.14 Subdivision 1. **Right to terminate; procedure.** (a) A tenant to a residential lease may  
 4.15 terminate a lease agreement in the manner provided in this section without penalty or liability,  
 4.16 if the tenant or another authorized occupant fears imminent violence after being subjected  
 4.17 to:

4.18 (1) domestic abuse, as that term is defined under section 518B.01, subdivision 2;

4.19 (2) criminal sexual conduct under sections 609.342 to 609.3451;

4.20 (3) sexual extortion under section 609.3458; or

4.21 (4) harassment under section 609.749.

4.22 (b) The tenant must provide signed and dated advance written notice to the landlord:

4.23 (1) stating the tenant fears imminent violence from a person as indicated in a qualifying  
 4.24 document against the tenant or an authorized occupant if the tenant or authorized occupant  
 4.25 remains in the leased premises;

4.26 (2) stating that the tenant needs to terminate the tenancy;

4.27 (3) providing the date by on which the ~~tenant will vacate~~ lease will terminate; and

4.28 (4) providing written instructions for the disposition of any remaining personal property  
 4.29 in accordance with section 504B.271.

5.1 (c) The written notice must be delivered before the termination of the tenancy by mail,  
 5.2 ~~fax, or~~ in person, or by a form of written communication the plaintiff regularly uses to  
 5.3 communicate with the landlord, and be accompanied by a qualifying document. The tenancy  
 5.4 terminates for the tenant who exercises the right granted under this subdivision, including  
 5.5 the right of possession of the premises, on the date provided in the notice required under  
 5.6 paragraph (b). Vacation of the premises under this section by the tenant prior to the date  
 5.7 provided in the notice does not constitute termination of the tenancy for the purposes of this  
 5.8 section.

5.9 (d) The landlord may request that the tenant disclose the name of the perpetrator and, if  
 5.10 a request is made, inform the tenant that the landlord seeks disclosure to protect other tenants  
 5.11 in the building. The tenant may decline to provide the name of the perpetrator for safety  
 5.12 reasons. Disclosure shall not be a precondition of terminating the lease.

7.17 ~~(c) The tenancy terminates, including the right of possession of the premises, as provided~~  
7.18 ~~in subdivision 3.~~

7.19 **EFFECTIVE DATE.** This section is effective the day following final enactment.

7.20 Sec. 12. Minnesota Statutes 2022, section 504B.206, subdivision 2, is amended to read:

7.21 Subd. 2. **Treatment of information.** (a) A landlord must not disclose:

7.22 (1) any information provided to the landlord by a tenant in the written notice required  
7.23 under subdivision 1, paragraph (b);

7.24 (2) any information contained in the qualifying document;

7.25 (3) the address or location to which the tenant has relocated; or

7.26 (4) the status of the tenant as a victim of violence.

7.27 (b) The information referenced in paragraph (a) must not be entered into any shared  
7.28 database or provided to any person or entity but may be used when required as evidence in  
7.29 an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims  
7.30 under section 504B.178, with the consent of the tenant, or as otherwise required by law.

8.1 (c) A landlord who violates this section is liable to the tenant for statutory damages of  
8.2 \$2,000, plus reasonable attorney fees and costs.

8.3 Sec. 13. Minnesota Statutes 2022, section 504B.206, subdivision 3, is amended to read:

8.4 Subd. 3. **Liability for rent; termination of tenancy.** (a) A tenant who is a sole tenant  
8.5 and is terminating a lease under subdivision 1 is responsible for the rent payment for the  
8.6 full month in which the tenancy terminates. The tenant ~~forfeits~~ relinquishes all claims for  
8.7 the return of the security deposit under section 504B.178 and is relieved of any other  
8.8 contractual obligation for payment of rent or any other charges for the remaining term of  
8.9 the lease, except as provided in this section. In a sole tenancy, the tenancy terminates on  
8.10 the date specified in the notice provided to the landlord as required under subdivision 1.

8.11 (b) In a tenancy with multiple tenants, one of whom is terminating the lease under  
8.12 subdivision 1, any lease governing all remaining tenants is terminated at the later of the end  
8.13 of the month or the end of the rent interval in which one tenant terminates the lease under  
8.14 subdivision 1. All tenants are responsible for the rent payment for the full month in which  
8.15 the tenancy terminates. Upon termination, all tenants ~~forfeit~~ relinquish all claims for the  
8.16 return of the security deposit under section 504B.178 and are relieved of any other contractual  
8.17 obligation for payment of rent or any other charges for the remaining term of the lease,  
8.18 except as provided in this section. Any tenant whose tenancy was terminated under this  
8.19 paragraph may reapply to enter into a new lease with the landlord.

8.20 (c) This section does not affect a tenant's liability for delinquent, unpaid rent or other  
8.21 amounts owed to the landlord before the lease was terminated by the tenant under this  
8.22 section.

5.13 ~~(c) The tenancy terminates, including the right of possession of the premises, as provided~~  
5.14 ~~in subdivision 3.~~

5.15 **EFFECTIVE DATE.** This section is effective the day following final enactment.

5.16 Sec. 7. Minnesota Statutes 2022, section 504B.206, subdivision 2, is amended to read:

5.17 Subd. 2. **Treatment of information.** (a) A landlord must not disclose:

5.18 (1) any information provided to the landlord by a tenant in the written notice required  
5.19 under subdivision 1, paragraph (b);

5.20 (2) any information contained in the qualifying document;

5.21 (3) the address or location to which the tenant has relocated; or

5.22 (4) the status of the tenant as a victim of violence.

5.23 (b) The information referenced in paragraph (a) must not be entered into any shared  
5.24 database or provided to any person or entity but may be used when required as evidence in  
5.25 an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims  
5.26 under section 504B.178, with the consent of the tenant, or as otherwise required by law.

5.27 (c) A landlord who violates this section is liable to the tenant for statutory damages of  
5.28 \$2,000, plus reasonable attorney fees and costs.

5.29 Sec. 8. Minnesota Statutes 2022, section 504B.206, subdivision 3, is amended to read:

5.30 Subd. 3. **Liability for rent; termination of tenancy.** (a) A tenant who is a sole tenant  
5.31 and is terminating a lease under subdivision 1 is responsible for the rent payment for the  
6.1 full month in which the tenancy terminates. The tenant ~~forfeits~~ relinquishes all claims for  
6.2 the return of the security deposit under section 504B.178 and is relieved of any other  
6.3 contractual obligation for payment of rent or any other charges for the remaining term of  
6.4 the lease, except as provided in this section. In a sole tenancy, the tenancy terminates on  
6.5 the date specified in the notice provided to the landlord as required under subdivision 1.

6.6 (b) In a tenancy with multiple tenants, one of whom is terminating the lease under  
6.7 subdivision 1, any lease governing all remaining tenants is terminated at the later of the end  
6.8 of the month or the end of the rent interval in which one tenant terminates the lease under  
6.9 subdivision 1. All tenants are responsible for the rent payment for the full month in which  
6.10 the tenancy terminates. Upon termination, all tenants ~~forfeit~~ relinquish all claims for the  
6.11 return of the security deposit under section 504B.178 and are relieved of any other contractual  
6.12 obligation for payment of rent or any other charges for the remaining term of the lease,  
6.13 except as provided in this section. Any tenant whose tenancy was terminated under this  
6.14 paragraph may reapply to enter into a new lease with the landlord.

6.15 (c) This section does not affect a tenant's liability for delinquent, unpaid rent or other  
6.16 amounts owed to the landlord before the lease was terminated by the tenant under this  
6.17 section.

8.23 (d) Except as provided in section 504B.285, subdivision 1, paragraph (b), a landlord  
8.24 may not commence an eviction action against a tenant who has terminated a lease as provided  
8.25 in this section.

8.26 **EFFECTIVE DATE.** This section is effective the day following final enactment.

8.27 Sec. 14. Minnesota Statutes 2022, section 504B.206, subdivision 6, is amended to read:

8.28 Subd. 6. **Definitions.** For purposes of this section, the following terms have the meanings  
8.29 given:

8.30 (1) "court official" means a judge, referee, court administrator, prosecutor, probation  
8.31 officer, or victim's advocate, whether employed by or under contract with the court, who  
8.32 is authorized to act on behalf of the court;

9.1 (2) "qualified third party" means a person, acting in an official capacity, who has ~~had~~  
9.2 ~~in-person contact with~~ provided professional services to the tenant and is:

9.3 (i) a licensed health care professional operating within the scope of the license;

9.4 (ii) a domestic abuse advocate, as that term is defined in section 595.02, subdivision 1,  
9.5 paragraph (l); or

9.6 (iii) a sexual assault counselor, as that term is defined in section 595.02, subdivision 1,  
9.7 paragraph (k);

9.8 (3) "qualifying document" means:

9.9 (i) a valid order for protection issued under chapter 518B;

9.10 (ii) a no contact order currently in effect, issued under section 629.75 or chapter 609;

9.11 (iii) a writing produced and signed by a court official, acting in an official capacity,  
9.12 documenting that the tenant or authorized occupant is a victim of domestic abuse, as that  
9.13 term is defined under section 518B.01, subdivision 2, criminal sexual conduct under sections  
9.14 609.342 to 609.3451, sexual extortion under section 609.3458, or harassment under section  
9.15 609.749, and naming the perpetrator, if known;

9.16 (iv) a writing produced and signed by a city, county, state, or tribal law enforcement  
9.17 official, acting in an official capacity, documenting that the tenant or authorized occupant  
9.18 is a victim of domestic abuse, as that term is defined under section 518B.01, subdivision 2,  
9.19 criminal sexual conduct under sections 609.342 to 609.3451, sexual extortion under section  
9.20 609.3458, or harassment under section 609.749, and naming the perpetrator, if known; or

9.21 (v) a statement by a qualified third party, in the following form:

9.22 STATEMENT BY QUALIFIED THIRD PARTY

9.23 I, ..... (name of qualified third party), do hereby verify as follows:

6.18 (d) Except as provided in section 504B.285, subdivision 1, paragraph (b), a landlord  
6.19 may not commence an eviction action against a tenant who has terminated a lease as provided  
6.20 in this section.

6.21 **EFFECTIVE DATE.** This section is effective the day following final enactment.

6.22 Sec. 9. Minnesota Statutes 2022, section 504B.206, subdivision 6, is amended to read:

6.23 Subd. 6. **Definitions.** For purposes of this section, the following terms have the meanings  
6.24 given:

6.25 (1) "court official" means a judge, referee, court administrator, prosecutor, probation  
6.26 officer, or victim's advocate, whether employed by or under contract with the court, who  
6.27 is authorized to act on behalf of the court;

6.28 (2) "qualified third party" means a person, acting in an official capacity, who has ~~had~~  
6.29 ~~in-person contact with~~ provided professional services to the tenant and is:

6.30 (i) a licensed health care professional operating within the scope of the license;

6.31 (ii) a domestic abuse advocate, as that term is defined in section 595.02, subdivision 1,  
6.32 paragraph (l); or

7.1 (iii) a sexual assault counselor, as that term is defined in section 595.02, subdivision 1,  
7.2 paragraph (k);

7.3 (3) "qualifying document" means:

7.4 (i) a valid order for protection issued under chapter 518B;

7.5 (ii) a no contact order currently in effect, issued under section 629.75 or chapter 609;

7.6 (iii) a writing produced and signed by a court official, acting in an official capacity,  
7.7 documenting that the tenant or authorized occupant is a victim of domestic abuse, as that  
7.8 term is defined under section 518B.01, subdivision 2, criminal sexual conduct under sections  
7.9 609.342 to 609.3451, sexual extortion under section 609.3458, or harassment under section  
7.10 609.749, and naming the perpetrator, if known;

7.11 (iv) a writing produced and signed by a city, county, state, or tribal law enforcement  
7.12 official, acting in an official capacity, documenting that the tenant or authorized occupant  
7.13 is a victim of domestic abuse, as that term is defined under section 518B.01, subdivision 2,  
7.14 criminal sexual conduct under sections 609.342 to 609.3451, sexual extortion under section  
7.15 609.3458, or harassment under section 609.749, and naming the perpetrator, if known; or

7.16 (v) a statement by a qualified third party, in the following form:

7.17 STATEMENT BY QUALIFIED THIRD PARTY

7.18 I, ..... (name of qualified third party), do hereby verify as follows:

9.24 1. I am a licensed health care professional, domestic abuse advocate, as that term is  
9.25 defined in section 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that  
9.26 term is defined in section 595.02, subdivision 1, paragraph (k), who has ~~had in-person~~  
9.27 ~~contact with~~ provided professional services to ..... (name of victim(s)).

9.28 2. I have a reasonable basis to believe ..... (name of victim(s)) is a victim/are  
9.29 victims of domestic abuse, criminal sexual conduct, sexual extortion, or harassment and  
9.30 fear(s) imminent violence against the individual or authorized occupant if the individual  
9.31 remains (the individuals remain) in the leased premises.

10.1 3. I understand that the person(s) listed above may use this document as a basis for  
10.2 gaining a release from the lease.

10.3 I attest that the foregoing is true and correct.

10.4 (Printed name of qualified third party)

10.5 (Signature of qualified third party)

10.6 (Business address and business telephone)

10.7 (Date)

10.8 **EFFECTIVE DATE.** This section is effective the day following final enactment.

10.9 Sec. 15. **[504B.212] TENANT RIGHT TO ORGANIZE; TENANT ASSOCIATIONS.**

10.10 Subdivision 1. **Tenant's right to organize.** (a) Residential tenants of a residential  
10.11 building have the right to establish and operate a tenant association for the purpose of  
10.12 addressing issues related to their living environment, which includes the terms and conditions  
10.13 of their tenancy as well as activities related to housing and community development. Owners  
10.14 of residential rental units and their agents must allow residential tenants and tenant organizers  
10.15 to conduct activities related to the establishment or organization of a residential tenant  
10.16 organization, including:

10.17 (1) distributing information or leaflets in the common areas of the residential building,  
10.18 including bulletin or community boards;

10.19 (2) distributing information or leaflets to individual units in a residential building;

10.20 (3) initiating contact with tenants through mail, telephone, or electronically;

10.21 (4) initiating contact with tenant units to offer information on tenant organizations or  
10.22 survey tenants on interest in tenant associations;

10.23 (5) assisting tenants in participating in tenant association activities; and

10.24 (6) convening tenant association meetings in a space at the residential building.

7.19 1. I am a licensed health care professional, domestic abuse advocate, as that term is  
7.20 defined in section 595.02, subdivision 1, paragraph (l), or sexual assault counselor, as that  
7.21 term is defined in section 595.02, subdivision 1, paragraph (k), who has ~~had in-person~~  
7.22 ~~contact with~~ provided professional services to ..... (name of victim(s)).

7.23 2. I have a reasonable basis to believe ..... (name of victim(s)) is a victim/are  
7.24 victims of domestic abuse, criminal sexual conduct, sexual extortion, or harassment and  
7.25 fear(s) imminent violence against the individual or authorized occupant if the individual  
7.26 remains (the individuals remain) in the leased premises.

7.27 3. I understand that the person(s) listed above may use this document as a basis for  
7.28 gaining a release from the lease.

7.29 I attest that the foregoing is true and correct.

7.30 (Printed name of qualified third party)

7.31 (Signature of qualified third party)

8.1 (Business address and business telephone)

8.2 (Date)

8.3 **EFFECTIVE DATE.** This section is effective the day following final enactment.

18.1 Sec. 3. **[504B.212] TENANT RIGHT TO ORGANIZE; TENANT ASSOCIATIONS.**

18.2 Subdivision 1. **Tenant's right to organize.** (a) Residential tenants of a residential  
18.3 building have the right to establish and operate a tenant association for the purpose of  
18.4 addressing issues related to their living environment, which includes the terms and conditions  
18.5 of their tenancy as well as activities related to housing and community development. Owners  
18.6 of residential rental units and their agents must allow residential tenants and tenant organizers  
18.7 to conduct activities related to the establishment or organization of a residential tenant  
18.8 organization, including but not limited to:

18.9 (1) distributing information or leaflets in the common areas of the residential building,  
18.10 including bulletin or community boards;

18.11 (2) distributing information or leaflets to individual units in a residential building;

18.12 (3) initiating contact with tenants through mail, telephone, or electronically;

18.13 (4) initiating contact with tenant units to offer information on tenant organizations or  
18.14 survey tenants on interest in tenant associations;

18.15 (5) assisting tenants in participating in tenant association activities; and

18.16 (6) convening tenant association meetings in a space at the residential building.

- 10.25 (b) Nothing in this section requires a landlord to provide a tenant association or tenant  
 10.26 organizer with information about a tenant, including the tenant's mailing address, telephone  
 10.27 number, or electronic contact information.
- 10.28 (c) A tenant association using the rights provided in this chapter must adopt bylaws or  
 10.29 an operating agreement related to the internal governance of the tenant association.
- 11.1 (d) A tenant association must be completely independent of owners, management, and  
 11.2 their representatives. To preserve the independence of the tenant association, management  
 11.3 representatives from the owner of a residential tenant building may not attend meetings  
 11.4 unless invited by the tenant association to specific meetings to discuss a specific issue.
- 11.5 (e) A tenant organizer who is not a residential tenant of the landlord must be accompanied  
 11.6 in the residential building by a tenant who resides in the building.
- 11.7 (f) No landlord shall prohibit or adopt any rule prohibiting residential tenants or  
 11.8 nonresident tenant organizers from peacefully organizing, assembling, canvassing, leafleting,  
 11.9 or otherwise exercising within the building their right of free expression for tenant  
 11.10 organization purposes. A landlord may not require tenants and tenant organizers to obtain  
 11.11 prior permission to engage in protected activities. A landlord may not adopt and enforce  
 11.12 rules that set unreasonable limits as to time, place, and manner of the meetings or  
 11.13 communication with tenants in the building.
- 11.14 Subd. 2. Retaliation prohibited. (a) A landlord may not increase rent, decrease services,  
 11.15 alter an existing rental agreement, file a legal action against a tenant, contact federal or state  
 11.16 law enforcement related to a tenant's immigration status, or seek to recover possession or  
 11.17 threaten any such action in whole or in part in retaliation after a tenant:
- 11.18 (1) reports a code violation to a government agency, elected official, or other government  
 11.19 official responsible for the enforcement of a building, housing, health, or safety code;
- 11.20 (2) reports a building, housing, health, or safety code violation, or a violation of this  
 11.21 chapter, to a community organization or the news media;
- 11.22 (3) seeks the assistance of a community organization or others, including but not limited  
 11.23 to a media or news organization, for assistance with a code violation or a violation of this  
 11.24 chapter;
- 11.25 (4) makes a request that the landlord of a residential building make repairs to the premises  
 11.26 as required by this chapter, or remedy a building or health code or other regulation, or uphold  
 11.27 portions of the residential rental agreement;
- 11.28 (5) joins or attempts to join a tenant association or similar organization; or
- 11.29 (6) testifies in any court or administrative proceeding concerning the condition of the  
 11.30 premises or exercises any right or remedy provided by law.

- 18.17 (b) A tenant association using the rights provided in this chapter must adopt bylaws or  
 18.18 an operating agreement related to the internal governance of the tenant association.
- 18.19 (c) A tenant association must be completely independent of owners, management, and  
 18.20 their representatives. To preserve the independence of the tenant association, management  
 18.21 representatives from the owner of a residential tenant building may not attend meetings  
 18.22 unless invited by the tenant association to specific meetings to discuss a specific issue.
- 18.23 (d) A tenant organizer who is not a residential tenant of the landlord must be accompanied  
 18.24 in the residential building by a tenant who resides in the building.
- 18.25 (e) No landlord shall prohibit or adopt any rule prohibiting residential tenants or  
 18.26 nonresident tenant organizers from peacefully organizing, assembling, canvassing, leafleting,  
 18.27 or otherwise exercising within the building their right of free expression for tenant  
 18.28 organizing purposes. A landlord may not require tenants and tenant organizers to obtain prior permission  
 18.29 to engage in protected activities. A landlord may not adopt and enforce rules that set  
 18.30 unreasonable limits as to time, place, and manner of the meetings or communication with  
 18.31 tenants in the building.
- 19.1 Subd. 2. Retaliation prohibited. (a) A landlord may not increase rent, decrease services,  
 19.2 alter an existing rental agreement, file a legal action against a tenant, contact federal or state  
 19.3 law enforcement related to a tenant's immigration status, or seek to recover possession or  
 19.4 threaten any such action in whole or in part in retaliation after a tenant:
- 19.5 (1) reports a code violation to a government agency, elected official, or other government  
 19.6 official responsible for the enforcement of a building, housing, health, or safety code;
- 19.7 (2) reports a building, housing, health, or safety code violation, or a violation of this  
 19.8 chapter, to a community organization or the news media;
- 19.9 (3) seeks the assistance of a community organization or others, including but not limited  
 19.10 to a media or news organization, for assistance with a code violation or a violation of this  
 19.11 chapter;
- 19.12 (4) makes a request that the landlord of a residential building make repairs to the premises  
 19.13 as required by this chapter, or remedy a building or health code, other regulation, or uphold  
 19.14 portions of the residential rental agreement;
- 19.15 (5) joins or attempts to join a tenant association or similar organization; or
- 19.16 (6) testifies in any court or administrative proceeding concerning the condition of the  
 19.17 premises or exercised any right or remedy provided by law.

11.31 (b) In any proceeding in which retaliation is alleged, the burden of proof shall be on the  
 11.32 landlord, if the landlord's alleged retaliatory action was within 90 days of the tenant engaging  
 11.33 in any of the activities identified in this subdivision. If the challenged action began more  
 12.1 than 90 days after the resident engaged in the protected activity, the tenant claiming the  
 12.2 landlord is retaliating has the burden of proof.

12.3 Subd. 3. **Penalties.** If a landlord, an agent, or other person acting under the landlord's  
 12.4 direction or control unlawfully and in bad faith violates this section, the tenant may recover  
 12.5 from the landlord up to \$1,000 per occurrence and reasonable attorney fees.

19.18 (b) In any proceeding in which retaliation is alleged, the burden of proof shall be on the  
 19.19 landlord, if the landlord's alleged retaliatory action was within 90 days of the tenant engaging  
 19.20 in any of the activities identified in this subdivision. If the challenged action began more  
 19.21 than 90 days after the resident engaged in the protected activity, the tenant claiming the  
 19.22 landlord is retaliating has the burden of proof.

19.23 Subd. 3. **Penalties.** If a landlord, an agent, or other person acting under the landlord's  
 19.24 direction or control unlawfully and in bad faith violates this section, the tenant may recover  
 19.25 from the landlord up to \$1,000 per occurrence and reasonable attorney fees.

30.5 Sec. 29. Minnesota Statutes 2022, section 504B.231, is amended to read:

30.6 **504B.231 DAMAGES FOR OUSTER.**

30.7 (a) If a landlord, an agent, or other person acting under the landlord's direction or control  
 30.8 unlawfully and in bad faith removes, excludes, or forcibly keeps out a tenant from residential  
 30.9 premises, the tenant ~~may~~ shall recover from the landlord actual and consequential damages,  
 30.10 the greater of treble, actual, and consequential damages or \$500, ~~whichever is greater,~~  
 30.11 \$1,000, and reasonable ~~attorney's~~ attorney fees, and at the tenant's option, full rescission of  
 30.12 the lease and recovery of any damage deposit less any amount retained under section  
 30.13 504B.178. A landlord may not charge or collect rent for a month where the landlord has  
 30.14 violated this section. A violation of this section by the landlord is a violation of section  
 30.15 504B.161.

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

13.21 Sec. 4. Minnesota Statutes 2022, section 504B.241, subdivision 4, is amended to read:

13.22 Subd. 4. **Court file information.** (a) If a residential tenant screening service includes  
 13.23 information from a court file on an individual in a residential tenant report, the report must  
 13.24 provide the full name and date of birth of the individual in any case where the court file  
 13.25 includes the individual's full name and date of birth, and the outcome of the court proceeding  
 13.26 must be accurately recorded in the residential tenant report including the specific basis of  
 13.27 the court's decision, when available. ~~If a tenant screening service knows that a court file has~~  
 13.28 ~~been expunged, the tenant screening service shall delete any reference to that file in any~~  
 13.29 ~~data maintained or disseminated by the screening service.~~

14.1 (b) Every residential tenant screening service has an affirmative duty to update and  
 14.2 verify the current status of court files by accessing the Minnesota Court Records Online no  
 14.3 more than 24 hours prior to issuing a residential tenant screening report.

14.4 (c) Whenever the court supplies information from a court file on an individual, in  
 14.5 whatever form, the court shall include the full name and date of birth of the individual, if  
 14.6 that is indicated on the court file or summary, and information on the outcome of the court  
 14.7 proceeding, including the specific basis of the court's decision, coded as provided in  
 14.8 subdivision 5 for the type of action, when it becomes available.

14.9 (d) The residential tenant screening service is not liable under section 504B.245 if the  
 14.10 residential tenant screening service reports complete and accurate information as provided  
 14.11 by the court, consistent with paragraph (b).

14.12 Sec. 5. Minnesota Statutes 2022, section 504B.245, is amended to read:

14.13 **504B.245 TENANT REPORT; REMEDIES.**

14.14 The remedies provided in section 8.31 apply to a violation of section 504B.241. In  
 14.15 addition to the remedies otherwise provided by law, any person injured by a violation of  
 14.16 section 504B.241 may bring a civil action against a residential tenant screening service or  
 14.17 landlord in compliance with the provisions of the Fair Credit Reporting Act, United States  
 14.18 Code, title 15, section 1681, et seq., is considered to be in compliance with section 504B.241,  
 14.19 and recover the greater of \$1,000 or actual damages, together with costs and disbursements,  
 14.20 including costs of investigation and reasonable attorney fees, and receive other equitable  
 14.21 relief as determined by the court. The attorney general has the authority to investigate and  
 14.22 prosecute violations of section 504B.241.

8.4 Sec. 10. Minnesota Statutes 2023 Supplement, section 504B.266, subdivision 2, is amended  
 8.5 to read:

8.6 Subd. 2. **Termination of lease upon infirmity of tenant.** (a) A tenant or the authorized  
 8.7 representative of the tenant may terminate the lease prior to the expiration of the lease in  
 8.8 the manner provided in subdivision 3 if the tenant has or, if there is more than one tenant,  
 8.9 ~~at~~ ~~one~~ ~~of~~ ~~the~~ ~~tenants~~ ~~have~~ ~~has~~, been found by a medical professional to need to move into  
 8.10 a medical care facility and:

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

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

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

12.6 Sec. 16. Minnesota Statutes 2023 Supplement, section 504B.268, subdivision 1, is amended  
12.7 to read:

12.8 Subdivision 1. **Right to counsel.** A defendant in public housing subsidized by the United  
12.9 States Department of Housing and Urban Development under Section 9 of the United States  
12.10 Housing Act of 1937 or the Consolidated and Further Continuing Appropriations Act of  
12.11 2012, Public Law 112-55, 125 Stat. 673, subject to an eviction action under sections  
12.12 504B.281 to 504B.371 alleging breach of lease under section 504B.171 or 504B.285 who  
12.13 is financially unable to obtain counsel has the right to counsel appointed by the court. The  
12.14 complaint required by section 504B.321 shall include the notice on the first page of the  
12.15 complaint in bold 12-point type: "If financially unable to obtain counsel, the defendant has  
12.16 the right to a court-appointed attorney." At the initial hearing, the court shall ask the defendant  
12.17 if the defendant wants court-appointed counsel and shall explain what such appointed counsel  
12.18 can accomplish for the defendant.

12.19 Sec. 17. Minnesota Statutes 2022, section 504B.285, subdivision 1, is amended to read:

12.20 Subdivision 1. **Grounds.** (a) The person entitled to the premises may recover possession  
12.21 by eviction when:

12.22 (1) any person holds over real property:

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

12.24 (ii) after the expiration of the time for redemption on foreclosure of a mortgage, or after  
12.25 termination of contract to convey the property; or

12.26 (iii) after the expiration of the time for redemption on a real estate tax judgment sale;

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

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

8.18 (b) When a tenant requires an accessible unit as defined in section 363A.40, subdivision  
8.19 1, and the landlord can provide an accessible unit in the same complex where the tenant  
8.20 currently resides that is available within two months of the request, then the provisions of  
8.21 this section do not apply and the tenant may not terminate the lease.

30.24 Sec. 30. Minnesota Statutes 2022, section 504B.265, is amended by adding a subdivision  
30.25 to read:

30.26 Subd. 5. **Remedies.** The personal representative of the tenant's estate shall recover from  
30.27 the landlord actual and consequential damages or \$500, whichever is greater, and reasonable  
30.28 attorney fees, for a violation of this section.

8.22 Sec. 11. Minnesota Statutes 2023 Supplement, section 504B.268, subdivision 1, is amended  
8.23 to read:

8.24 Subdivision 1. **Right to counsel.** A defendant in public housing subsidized by the United  
8.25 States Department of Housing and Urban Development under Section 9 of the United States  
8.26 Housing Act of 1937 or the Consolidated and Further Continuing Appropriations Act, 2012,  
8.27 Pub. L. No. 112-55, 125 Stat. 673, subject to an eviction action under sections 504B.281  
8.28 to 504B.371 alleging breach of lease under section 504B.171 or 504B.285 who is financially  
8.29 unable to obtain counsel has the right to counsel appointed by the court. The complaint  
8.30 required by section 504B.321 shall include the notice on the first page of the complaint in  
8.31 bold 12-point type: "If financially unable to obtain counsel, the defendant has the right to  
8.32 a court-appointed attorney." At the initial hearing, the court shall ask the defendant if the  
9.1 defendant wants court-appointed counsel and shall explain what such appointed counsel  
9.2 can accomplish for the defendant.

9.3 Sec. 12. Minnesota Statutes 2022, section 504B.285, subdivision 1, is amended to read:

9.4 Subdivision 1. **Grounds.** (a) The person entitled to the premises may recover possession  
9.5 by eviction when:

9.6 (1) any person holds over real property:

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

9.8 (ii) after the expiration of the time for redemption on foreclosure of a mortgage, or after  
9.9 termination of contract to convey the property; or

9.10 (iii) after the expiration of the time for redemption on a real estate tax judgment sale;

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

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

- 13.1 (b) A landlord may not commence an eviction action against a tenant or authorized  
 13.2 occupant solely on the basis that the tenant or authorized occupant has been the victim of  
 13.3 any of the acts listed in section 504B.206, subdivision 1, paragraph (a). A landlord may not  
 13.4 commence an eviction action against a residential tenant who has terminated a lease as  
 13.5 provided in section 504B.206. Nothing in this paragraph should be construed to prohibit an  
 13.6 eviction action based on a breach of the lease or where a tenant has provided the written  
 13.7 notice under section 504B.206, subdivision 1, but failed to vacate on or before the date  
 13.8 provided in that notice. A landlord violating this paragraph is liable to the tenant for  
 13.9 reasonable attorney fees and costs incurred by the tenant for obtaining an expungement as  
 13.10 provided under section 484.014, subdivision 3.
- 13.11 **EFFECTIVE DATE.** This section is effective the day following final enactment.

- 9.16 (b) A landlord may not commence an eviction action against a tenant or authorized  
 9.17 occupant solely on the basis that the tenant or authorized occupant has been the victim of  
 9.18 any of the acts listed in section 504B.206, subdivision 1, paragraph (a). A landlord may not  
 9.19 commence an eviction action against a residential tenant who has terminated a lease as  
 9.20 provided in section 504B.206. Nothing in this paragraph should be construed to prohibit an  
 9.21 eviction action based on a breach of the lease or where a tenant has provided the written  
 9.22 notice under section 504B.206, subdivision 1, but failed to vacate on or before the date  
 9.23 provided in that notice. A landlord violating this paragraph is liable to the tenant for  
 9.24 reasonable attorney fees and costs incurred by the tenant for obtaining an expungement as  
 9.25 provided under section 484.014, subdivision 3.

30.29 Sec. 31. Minnesota Statutes 2022, section 504B.271, subdivision 2, is amended to read:

- 30.30 Subd. 2. **Landlord's punitive Damages.** If a landlord, an agent, or other person acting  
 30.31 under the landlord's direction or control, in possession of a tenant's personal property, fails  
 30.32 to allow the tenant to retake possession of the property within 24 hours after written demand  
 31.1 by the tenant or the tenant's duly authorized representative or within 48 hours, exclusive of  
 31.2 weekends and holidays, after written demand by the tenant or a duly authorized representative  
 31.3 when the landlord, the landlord's agent or person acting under the landlord's direction or  
 31.4 control has removed and stored the personal property in accordance with subdivision 1 in  
 31.5 a location other than the premises, the tenant shall recover from the landlord ~~punitive~~  
 31.6 ~~damages in an amount not to exceed twice the actual damages or \$1,000, whichever is~~  
 31.7 ~~greater,~~ in addition to actual damages, actual and consequential damages or \$1,000, whichever  
 31.8 is greater, and reasonable attorney's attorney fees.

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

- 31.15 The provisions of this subdivision do not apply to personal property which has been  
 31.16 sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords  
 31.17 who are housing authorities, created, or authorized to be created by sections 469.001 to  
 31.18 469.047, and their agents and employees, in possession of a tenant's personal property,  
 31.19 except that housing authorities must allow the tenant to retake possession of the property  
 31.20 in accordance with this subdivision.

13.12 Sec. 18. **[504B.332] SUMMONS AND COMPLAINT; HOW SERVED.**

13.13 Subdivision 1. **Definition.** For purposes of this section, "plaintiff" includes the plaintiff's  
13.14 attorney, employees of the plaintiff's attorney, or any other agent of the plaintiff.

13.15 Subd. 2. **Generally.** (a) The summons and complaint must be served at least seven days  
13.16 before the date of the court appearance specified in section 504B.321, in the manner provided  
13.17 in subdivision 3 or 4.

13.18 (b) If the plaintiff regularly uses electronic written communication to communicate with  
13.19 the defendant, the plaintiff must make a good faith attempt to communicate to the defendant  
13.20 that an eviction hearing has been scheduled at least seven days before the date of the court  
13.21 appearance specified in section 504B.321. This requirement is in addition to completing  
13.22 service in the manner provided in subdivision 3 or 4. The communication must have a time  
13.23 and date stamp, and include the date, time, and place of the hearing specified in the summons.  
13.24 The communication must be delivered by means of electronic written communication that  
13.25 the plaintiff regularly uses to communicate with the defendant or to the last known electronic  
13.26 address the plaintiff has used to communicate with the defendant, unless the parties do not  
13.27 communicate via any form of electronic written communication. The plaintiff must  
13.28 substantially comply with this paragraph.

31.21 Sec. 32. **[504B.276] LIMITATION ON CLAIM PRECLUSION.**

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

31.25 Sec. 33. Minnesota Statutes 2022, section 504B.315, is amended to read:

31.26 **504B.315 RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.**

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

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

32.3 (c) The tenant shall recover from the landlord actual and consequential damages or  
32.4 \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.  
32.5 The remedy provided under this section is in addition to and shall not limit other rights or  
32.6 remedies available to tenants. Any provision, whether oral or written, of any lease or other  
32.7 agreement, whereby any provision of this section is waived by a tenant, is contrary to public  
32.8 policy and void.

9.26 Sec. 13. **[504B.332] SUMMONS AND COMPLAINT; HOW SERVED.**

9.27 Subdivision 1. **Definition.** For purposes of this section, "plaintiff" includes the plaintiff's  
9.28 attorney, employees of the plaintiff's attorney, or any other agent of the plaintiff.

9.29 Subd. 2. **Generally.** (a) The summons and complaint must be served at least seven days  
9.30 before the date of the court appearance specified in section 504B.321, in the manner provided  
9.31 in subdivision 3 or 4.

10.1 (b) If the plaintiff regularly uses electronic written communication to communicate with  
10.2 the defendant, the plaintiff must make a good faith attempt to communicate to the defendant  
10.3 that an eviction hearing has been scheduled at least seven days before the date of the court  
10.4 appearance specified in section 504B.321. This requirement is in addition to completing  
10.5 service in the manner provided in subdivision 3 or 4. The communication must have a time  
10.6 and date stamp, and include the date, time, and place of the hearing specified in the summons.  
10.7 The communication must be delivered by means of electronic written communication that  
10.8 the plaintiff regularly uses to communicate with the defendant or to the last known electronic  
10.9 address the plaintiff has used to communicate with the defendant, unless the parties do not  
10.10 communicate via any form of electronic written communication. The plaintiff must  
10.11 substantially comply with this paragraph.

13.29 Subd. 3. Personal or substitute service. (a) If the defendant can be found in the county,  
 13.30 the summons and complaint must be served in the manner provided for service of a civil  
 13.31 action in district court.

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

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

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

14.6 (c) At least three days before the date of the court appearance specified in section  
 14.7 504B.321, the plaintiff must file with the court an affidavit of personal or substitute service.

14.8 Subd. 4. Service by mail and posting. (a) If attempts at personal or substitute service  
 14.9 are unsuccessful, service of the summons and complaint may be made by mail and posting.

14.10 (b) If service by mail and posting is used, the following steps must occur no later than  
 14.11 seven days before the date of the court appearance specified in section 504B.321:

14.12 (1) the plaintiff must mail a copy of the summons and complaint to the defendant at the  
 14.13 defendant's last known address;

14.14 (2) for residential evictions only, there must be at least two attempts at personal service.  
 14.15 The personal service attempts must occur on different days at the last known address of the  
 14.16 defendant and be done in the manner provided for service of a summons and complaint in  
 14.17 a civil action in district court. At least one of the attempts must be made between the hours  
 14.18 of 6:00 p.m. and 10:00 p.m. Failure to serve the defendant, after the plaintiff complies with  
 14.19 this paragraph, is prima facie proof that attempts at personal or substitute service were  
 14.20 unsuccessful and that the defendant cannot be found in the county;

14.21 (3) the summons and complaint must be posted on the entry to the defendant's individual  
 14.22 unit. If the defendant occupies a multiunit building, the summons and complaint must be  
 14.23 posted on the door of the defendant's individual unit; and

14.24 (4) at least three days before the date of the court appearance specified in section  
 14.25 504B.321, the plaintiff must file with the court affidavits stating:

14.26 (i) the defendant cannot be found in the county, or that the plaintiff believes that the  
 14.27 defendant is not in the state;

14.28 (ii) a copy of the summons and complaint has been mailed to the defendant at the  
 14.29 defendant's last known address at least seven days before the date of the court appearance  
 14.30 specified in section 504B.321;

10.12 Subd. 3. Personal or substitute service. (a) If the defendant can be found in the county,  
 10.13 the summons and complaint must be served in the manner provided for service of a civil  
 10.14 action in district court.

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

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

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

10.22 (c) At least three days before the date of the court appearance specified in section  
 10.23 504B.321, the plaintiff must file with the court an affidavit of personal or substitute service.

10.24 Subd. 4. Service by mail and posting. (a) If attempts at personal or substitute service  
 10.25 are unsuccessful, service of the summons and complaint may be made by mail and posting.

10.26 (b) If service by mail and posting is used, the following steps must occur no later than  
 10.27 seven days before the date of the court appearance specified in section 504B.321:

10.28 (1) the plaintiff must mail a copy of the summons and complaint to the defendant at the  
 10.29 defendant's last known address;

10.30 (2) for residential evictions only, there must be at least two attempts at personal service.  
 10.31 The personal service attempts must occur on different days at the last known address of the  
 10.32 defendant and be done in the manner provided for service of a summons and complaint in  
 10.33 a civil action in district court. At least one of the attempts must be made between the hours  
 11.1 of 6:00 p.m. and 10:00 p.m. Failure to serve the defendant, after the plaintiff complies with  
 11.2 this paragraph, is prima facie proof that attempts at personal or substitute service were  
 11.3 unsuccessful and that the defendant cannot be found in the county;

11.4 (3) the summons and complaint must be posted on the entry to the defendant's individual  
 11.5 unit. If the defendant occupies a multiunit building, the summons and complaint must be  
 11.6 posted on the door of the defendant's individual unit; and

11.7 (4) at least three days before the date of the court appearance specified in section  
 11.8 504B.321, the plaintiff must file with the court affidavits stating:

11.9 (i) the defendant cannot be found in the county, or that the plaintiff believes that the  
 11.10 defendant is not in the state;

11.11 (ii) a copy of the summons and complaint has been mailed to the defendant at the  
 11.12 defendant's last known address at least seven days before the date of the court appearance  
 11.13 specified in section 504B.321;

14.31 (iii) compliance with subdivision 2, paragraph (b), by providing the date and manner by  
 14.32 which the plaintiff attempted to communicate to the defendant in compliance with subdivision  
 15.1 2, paragraph (b), or stating that the plaintiff does not use electronic written communication  
 15.2 to regularly communicate with the defendant and does not have an electronic address for  
 15.3 the defendant;

15.4 (iv) if applicable, how the requirements of clause (2) were met, including the dates and  
 15.5 times of the attempts at service; and

15.6 (v) the date and time the summons and complaint were posted on the entry to the  
 15.7 defendant's individual unit.

15.8 Subd. 5. **Failure to appear.** If the defendant or the defendant's attorney does not appear  
 15.9 in court on the date of the appearance, the trial shall proceed.

15.10 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to all  
 15.11 summons and complaints served on or after that date.

15.12 Sec. 19. Minnesota Statutes 2023 Supplement, section 504B.345, subdivision 1, is amended  
 15.13 to read:

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

15.18 (b) The court shall give priority in issuing a writ of recovery of premises and order to  
 15.19 vacate for an eviction action brought under section 504B.171 or on the basis that the tenant  
 15.20 is causing a nuisance or seriously endangers the safety of other residents, their property, or  
 15.21 the landlord's property.

15.22 (c) If the court or jury finds for the defendant, then the court:

15.23 (1) shall enter judgment for the defendant, tax the costs against the plaintiff, and issue  
 15.24 execution in favor of the defendant; and

15.25 (2) shall expunge the records relating to the action under the provisions of section 484.014  
 15.26 or under the court's inherent authority at the time judgment is entered or after that time upon  
 15.27 motion of the defendant.

15.28 (d) Except in actions brought: (1) ~~under section 504B.291;~~ (2) under section 504B.171;  
 15.29 or ~~(3) (2)~~ on the basis that the residential tenant engages in behavior that seriously endangers  
 15.30 the safety of other residents, or intentionally and seriously damages the property of the  
 15.31 landlord or a tenant, the court shall stay the writ of recovery of premises and order to vacate  
 15.32 for a reasonable period, not to exceed seven days.

16.1 **EFFECTIVE DATE.** This section is effective the day following final enactment.

11.14 (iii) compliance with subdivision 2, paragraph (b), by providing the date and manner by  
 11.15 which the plaintiff attempted to communicate to the defendant in compliance with subdivision  
 11.16 2, paragraph (b), or stating that the plaintiff does not use electronic written communication  
 11.17 to regularly communicate with the defendant and does not have an electronic address for  
 11.18 the defendant;

11.19 (iv) if applicable, how the requirements of clause (2) were met, including the dates and  
 11.20 times of the attempts at service; and

11.21 (v) the date and time the summons and complaint were posted on the entry to the  
 11.22 defendant's individual unit.

11.23 Subd. 5. **Failure to appear.** If the defendant or the defendant's attorney does not appear  
 11.24 in court on the date of the appearance, the trial shall proceed.

11.25 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to all  
 11.26 summons and complaints served on or after that date.

11.27 Sec. 14. Minnesota Statutes 2023 Supplement, section 504B.345, subdivision 1, is amended  
 11.28 to read:

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

12.1 (b) The court shall give priority in issuing a writ of recovery of premises and order to  
 12.2 vacate for an eviction action brought under section 504B.171 or on the basis that the tenant  
 12.3 is causing a nuisance or seriously endangers the safety of other residents, their property, or  
 12.4 the landlord's property.

12.5 (c) If the court or jury finds for the defendant, then the court:

12.6 (1) shall enter judgment for the defendant, tax the costs against the plaintiff, and issue  
 12.7 execution in favor of the defendant; and

12.8 (2) shall expunge the records relating to the action under the provisions of section 484.014  
 12.9 or under the court's inherent authority at the time judgment is entered or after that time upon  
 12.10 motion of the defendant.

12.11 (d) Except in actions brought: (1) ~~under section 504B.291;~~ (2) under section 504B.171;  
 12.12 or ~~(3) (2)~~ on the basis that the residential tenant engages in behavior that seriously endangers  
 12.13 the safety of other residents, or intentionally and seriously damages the property of the  
 12.14 landlord or a tenant, the court shall stay the writ of recovery of premises and order to vacate  
 12.15 for a reasonable period, not to exceed seven days.

12.16 **EFFECTIVE DATE.** This section is effective the day following final enactment.

- 32.9 Sec. 34. Minnesota Statutes 2023 Supplement, section 504B.375, subdivision 1, is amended  
32.10 to read:
- 32.11 Subdivision 1. **Unlawful exclusion or removal.** (a) This section applies to actual or  
32.12 constructive removal or exclusion of a residential tenant which may include the termination  
32.13 of utilities or the removal of doors, windows, or locks. A residential tenant to whom this  
32.14 section applies may recover possession of the premises as described in paragraphs (b) to  
32.15 (e).
- 32.16 (b) The residential tenant shall present a verified petition to the district court of the  
32.17 judicial district of the county in which the premises are located that:
- 32.18 (1) describes the premises and the landlord;
- 32.19 (2) specifically states the facts and grounds that demonstrate that the exclusion or removal  
32.20 was unlawful, including a statement that no writ of recovery of the premises and order to  
32.21 vacate has been issued under section 504B.345 in favor of the landlord and against the  
32.22 residential tenant and executed in accordance with section 504B.365; and
- 32.23 (3) asks for possession.
- 32.24 (c) If it clearly appears from the specific grounds and facts stated in the verified petition  
32.25 or by separate affidavit of the residential tenant or the residential tenant's attorney or agent  
32.26 that the exclusion or removal was unlawful, the court shall immediately order that the  
32.27 residential tenant have possession of the premises.
- 32.28 (d) The residential tenant shall furnish security, if any, that the court finds is appropriate  
32.29 under the circumstances for payment of all costs and damages the landlord may sustain if  
32.30 the order is subsequently found to have been obtained wrongfully. In determining the  
32.31 appropriateness of security, the court shall consider the residential tenant's ability to afford  
32.32 monetary security.
- 33.1 (e) The court shall direct the order to the sheriff of the county in which the premises are  
33.2 located and the sheriff shall execute the order immediately by making a demand for  
33.3 possession on the landlord, if found, or the landlord's agent or other person in charge of the  
33.4 premises. If the landlord fails to comply with the demand, the officer shall take whatever  
33.5 assistance may be necessary and immediately place the residential tenant in possession of  
33.6 the premises. If the landlord, the landlord's agent, or other person in control of the premises  
33.7 cannot be found and if there is no person in charge, the officer shall immediately enter into  
33.8 and place the residential tenant in possession of the premises. The officer shall also serve  
33.9 the order and verified petition or affidavit immediately upon the landlord or agent, in the  
33.10 same manner as a summons is required to be served in a civil action in district court.
- 33.11 (f) The court administrator may charge a filing fee in the amount set for complaints and  
33.12 counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

16.2 Sec. 20. Minnesota Statutes 2022, section 504B.385, subdivision 2, is amended to read:

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

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

16.10 (c) The contents of the counterclaim for possession must meet the requirements for a  
16.11 complaint under section 504B.321.

16.12 (d) The landlord must serve the counterclaim as provided in section ~~504B.331~~ 504B.332,  
16.13 except that the affidavit of service or mailing may be brought to the hearing rather than filed  
16.14 with the court before the hearing.

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

33.13 (g) Any attempted waiver of this section by a landlord and tenant, by contract or  
33.14 otherwise, shall be void and unenforceable.

16.1 Sec. 2. **[504B.386] TENANT RIGHT TO REPAIR TO REMEDY VIOLATION.**

16.2 (a) In lieu of a rent escrow action under section 504B.381, 504B.385, or 504B.395, a  
16.3 tenant may pay for the repairs in a residential rental unit after a 14-day notice and an  
16.4 opportunity to repair has been provided to the landlord consistent with paragraph (b). The  
16.5 tenant may subtract the cost of the repairs from the tenant's future rent.

16.6 (b) Fourteen days prior to a tenant contracting for repairs and paying for a repair to the  
16.7 residential rental unit, the tenant must:

16.8 (1) provide a written notice to the landlord at the address where the tenant sends rent  
16.9 provided under section 504B.181; and

16.10 (2) notify the landlord of the repair that is needed and of the tenant's intent to deduct the  
16.11 cost of the repair from the tenant's rent via phone call, email, text message, or online portal,  
16.12 whichever means of communication is normally used by the tenant to communicate with  
16.13 the landlord.

16.14 (c) For a violation as defined in section 504B.001, subdivision 14, clause (1), the  
16.15 residential tenant must provide a copy of the written notice of the code violation as provided  
16.16 in section 504B.185, subdivision 2, if an inspection has occurred. If no inspection has  
16.17 occurred, the tenant must provide an explanation of the repair that is needed and an estimate  
16.18 to fix the repair to the landlord. The residential tenant may not make repairs until the time  
16.19 granted by the inspector has expired without satisfactory repairs being made, unless the

- 16.20 residential tenant alleges that the time granted is excessive pursuant to section 504B.385.  
 16.21 The tenant must inform the landlord of the tenant's intent to use the tenant's future rent to  
 16.22 pay for the repairs when the notice is provided.
- 16.23 (d) For a violation as defined in section 504B.001, subdivision 14, clause (2) or (3), the  
 16.24 residential tenant must give written notice to the landlord specifying the violation. The  
 16.25 notice must be delivered personally or sent to the person or place where rent is normally  
 16.26 paid provided under section 504B.181, subdivision 1. The tenant must also notify the landlord  
 16.27 of the repair that is needed and of the tenant's intent to deduct the cost of the repair from  
 16.28 the tenant's rent via phone call, email, text message, or online portal, whichever means of  
 16.29 communication is normally used by the tenant to communicate with the landlord. The tenant  
 16.30 must inform the landlord of the tenant's intent to use future rent to pay for the repair. If the  
 16.31 landlord has not provided the tenant with a scheduled repair date or the violation is not  
 16.32 corrected within seven days, the residential tenant may contract for repairs with a professional  
 16.33 who is unrelated to the tenant, is trained to perform the work for which the estimate is being  
 16.34 prepared, and complies with all licensing, certification, or registration requirements of this  
 17.1 state that apply to the performance of the work. Any deductions made by a tenant under  
 17.2 this section are limited to an amount equal to two rent payments for two months within a  
 17.3 12-month period.
- 17.4 (e) A tenant may contract for repairs under the same process in this section for necessary  
 17.5 repairs in a common area of a residential building if the repair is necessary for the safety  
 17.6 and operation of the building for tenants.
- 17.7 (f) A tenant may repair or replace an appliance under this section. An appliance purchased  
 17.8 by the tenant is the property of the landlord when the tenant is reimbursed for the cost of  
 17.9 the appliance.
- 17.10 (g) The tenant must provide an invoice or payment receipt to the landlord when  
 17.11 subtracting the amount paid for repairs from the rent. The tenant may reduce the rent for  
 17.12 each rental payment owed until the total amount of the repair has been paid. When a  
 17.13 deduction of rent is not possible, a tenant shall still be reimbursed by the landlord for costs  
 17.14 associated with violations consistent with the provisions of this section.
- 17.15 (h) This remedy shall not be available to the tenant more than twice in a two-month  
 17.16 period.
- 33.15 Sec. 35. Minnesota Statutes 2022, section 504B.391, subdivision 1, is amended to read:
- 33.16 Subdivision 1. **Noncompliance; fines and damages.** If the court finds that a landlord  
 33.17 has willfully failed to comply with a court order to remedy a violation, the court shall fine  
 33.18 the landlord and award damages to the tenant according to the following schedule:
- 33.19 (1) \$250 fine and \$250 in damages for the first failure to comply;
- 33.20 (2) \$500 fine and \$500 in damages for the second failure to comply with an order  
 33.21 regarding the same violation; and

- 33.22 (3) ~~\$750~~ \$1,000 fine and \$1,000 in damages for the third and each subsequent failure  
33.23 to comply with an order regarding the same violation.
- 33.24 Sec. 36. Minnesota Statutes 2022, section 504B.395, subdivision 1, is amended to read:
- 33.25 Subdivision 1. **Who may bring action.** An action may be brought in district court by:
- 33.26 (1) a residential tenant of a residential building in which a violation, as defined in section  
33.27 504B.001, subdivision 14, is alleged to exist;
- 33.28 (2) any housing-related neighborhood organization with the written permission of a  
33.29 residential tenant of a residential building in which a violation, as defined in section  
33.30 504B.001, subdivision 14, ~~clause (1) or (2)~~; is alleged to exist;
- 34.1 (3) a housing-related neighborhood organization that has within its geographical area  
34.2 an unoccupied residential building in which a violation, as defined in section 504B.001,  
34.3 subdivision 14, ~~clause (1) or (2)~~; is alleged to exist; or
- 34.4 (4) a state, county, or local department or authority, charged with the enforcement of  
34.5 codes relating to health, housing, or building maintenance.
- 34.6 Sec. 37. Minnesota Statutes 2022, section 504B.395, subdivision 4, is amended to read:
- 34.7 Subd. 4. **Landlord must be informed.** A landlord must be informed in writing of an  
34.8 alleged violation at least 14 days before an action is brought by:
- 34.9 (1) a residential tenant of a residential building in which a violation as defined in section  
34.10 504B.001, subdivision 14, ~~clause (2) or (3)~~ clauses (2) to (5), is alleged to exist; or
- 34.11 (2) a housing-related neighborhood organization, with the written permission of a  
34.12 residential tenant of a residential building in which a violation, as defined in section  
34.13 504B.001, subdivision 14, ~~clause (2)~~ clauses (2) to (5), is alleged to exist. The notice  
34.14 requirement may be waived if the court finds that the landlord cannot be located despite  
34.15 diligent efforts.
- 34.16 Sec. 38. **[504B.501] ATTORNEY GENERAL ENFORCEMENT.**
- 34.17 The attorney general has authority under section 8.31 to investigate and prosecute  
34.18 violations of this chapter.
- 34.21 Section 1. **[504B.505] DISCRIMINATION; HOUSING ASSISTANCE.**
- 34.22 (a) A landlord must not discriminate against a tenant based on the tenant's use of federal,  
34.23 state, or local government rental assistance; a housing choice voucher program; or another  
34.24 form of public assistance that helps a tenant pay rent; or refuse to rent to a tenant because  
34.25 the landlord may be responsible for meeting the terms and conditions of a public assistance  
34.26 program. A landlord must not deny a tenant or prospective tenant a viewing or application  
34.27 for a rental unit, deny them the opportunity to rent a unit, or discriminate against a tenant  
34.28 or prospective tenant who uses rental assistance or a housing choice voucher. A landlord

- 16.16 Sec. 21. **REPEALER.**
- 16.17 Minnesota Statutes 2023 Supplement, section 504B.331, is repealed.
- 16.18 **EFFECTIVE DATE.** This section is effective August 1, 2024.

- 34.29 cannot advertise that they will not rent to a tenant who uses rental assistance or a housing
- 34.30 choice voucher program.
- 35.1 (b) A violation of this section is an unfair discriminatory practice under section 363A.09,
- 35.2 and an individual has all the rights and remedies available under chapter 363A.