

**2023-2025 MINNESOTA
HOUSING LAW UPDATES**



HIGHLIGHTS¹

1. Before/at commencement of the tenancy:

- **Application/Screening:**
 - Must provide option of ITIN as alternative to SSN.
 - Cannot deny rental application based on prior eviction unless the case resulted in a writ.
- **Lease Disclosures:**
 - Must disclose all non-optional fees in the lease agreement.
 - Must describe Total Monthly Payment (total of all rent and non-optional fees) on the first page of the lease.
 - Must disclose whether utilities are included/not included in the rent.
 - Late fees are limited to the tenant portion of rent for units subsidized by a government program.
 - Must disclose prohibition of pet deposits, rent, and fees for SA/ESA animals.
 - Multiple disclosures required for utilities under 216B and 504B (does not apply to MHPs).
- **Advertisement/Posting:**
 - Must disclose non-optional fees included with the total amount for rent.
 - Must disclose whether utilities are included/not included in the rent.
- Cannot advertise/require tenants to have declawed or devocalized animals.
- **Inspections:**
 - Must give notice of initial inspection at the start of tenancy or within 14 days of move-in.
 - Must inspect at an agreed upon date/time if the tenant requests an inspection.
- Notice required if move-in is affected by new construction.

2. During the tenancy:

- Must give 24+ hour notice of entry, with a time window (unless certain emergencies exist, or the tenant agrees).
- Cannot enter outside the times of 8am - 8pm (unless the tenant agrees).
- Cannot require renewal until at least 6 months from lease end date (if new lease is 10+ months).
- Cannot prohibit legal possession/use of cannabis/hemp products (except for smoking).
- Must keep premises at 68 degrees from October 1 - April 30.
- New definition of tenant emergencies.
- Tenants have the right to establish and operate tenant associations.
- Utility billing changes required under 216B and 504B (does not apply to MHPs).

3. Termination of tenancy:

- Must give the tenant notice of their right to request a final inspection, and the tenant's right to be present for the inspection.
- Must inspect if the tenant requests an inspection, no earlier than 5 days prior to vacate date/termination date.
- Must mitigate damages and re-rent the unit if tenant abandons the unit.

4. Evictions:

- Specific pre-filing notices required.
- Landlords need to know the federal/state housing subsidy program that affects the tenancy, and the name of the agency that administers the program, with certainty.
- Redemption may be made with a written guarantee from certain rental assistance programs.
- Landlords must give notice of eviction hearing through any regularly used electronic communication.
- Evictions cannot be filed against a tenant who provided a notice of termination under the victim of violence statute (until after the termination date).

¹ Black and underlined text contains the 2023-2024 legislative update; blue and underlined text contains the 2024-2025 legislative update.

PROHIBITED FEES AND DISCLOSURE OF FEES

Text Minn. Stat. § 504B.120 (Effective January 1, 2024)

A landlord must disclose all non-optional fees in the lease agreement. The sum total of rent and all non-optional fees must be described as the Total Monthly Payment and be listed on the first page of the lease. A unit advertised for a residential tenancy must disclose the non-optional fees included with the total amount for rent in any advertisement or posting. In a lease agreement disclosure or unit advertisement, the landlord must disclose whether utilities are included or not included in the rent.

A landlord who violates this section is liable to the residential tenant for treble damages and the court may award the tenant reasonable attorney fees.

What is required?

1. A landlord must disclose all **non-optional fees** in the lease agreement.
 - “Non-optional fees” is not explicitly defined, but likely means fees required as a condition of occupancy, where there is no ability for the tenant to opt out.
 - *Example: A tenant is required to pay a \$5 amenity fee with their unit rent, this would need to be disclosed on the first page of the lease with rent, and in all advertisements.*
 - *Example: A tenant has the option to rent a garage for \$100 but chooses not to rent a garage, the garage fee would not need to be in the lease or advertisements.*
 - This would include regularly recurring fees and one-time fees.
 - *Example: A tenant is required to pay a one-time \$100 administrative fee, this would need to be disclosed in the lease. (We would recommend one-time fees also be listed on the first page of the lease separate from the Total Monthly Payment.)*

2. The sum total of rent and all non-optional fees must be described as the **Total Monthly Payment** and be listed on the **first page** of the lease.

- Consider what will be regularly charged to the tenant’s ledger, all of these fees should likely be on the first page of the lease.
- *Example:*

<u>MONTHLY FEES</u>	<u>ONE-TIME NON-OPTIONAL FEES</u>	<u>REQUIRED DEPOSITS</u>
<i>Monthly Unit Rent: \$1000</i>	<i>One-Time Admin Fee: \$100</i>	<i>Security Deposit: \$1000</i>
<i>Monthly Animal/Pet Fee: \$50</i>	<i>Account Set-up Fee: \$10</i>	<i>Animal/Pet Deposit: \$200</i>
<i>Monthly Garage Fee: \$100</i>		<i>(*reference lease paragraph)</i>
<i>Monthly Amenity Fee: \$5</i>		
<i>Total Monthly Payment: \$1155</i>		

3. A unit advertised for a residential tenancy must disclose the non-optional fees included with the total amount for rent in any **advertisement or posting**.

- *Example: 1-bedroom \$1005 (\$1000 rent + \$5 amenity fee)/month + \$110 one-time fees (\$100 admin fee + \$10 account set-up fee) + security deposit + \$50 Application Fee*

4. In a lease agreement disclosure or unit advertisement, the landlord must disclose whether **utilities** are included or not included in the rent.

- *Example: Utilities Included in Rent: Gas, Trash
Utilities Paid Directly to Provider by Resident: Electricity (Xcel)
Utilities Paid by Resident per Utility Addendum: Water, Sewer*

What is the penalty?

A landlord who violates this section is liable to the residential tenant for treble damages and any possible reasonable attorney fees. (Keep in mind that you may still be required to pay attorney’s fees even if the tenant has a legal aid/pro bono attorney and not paying out of pocket for attorney’s fees.)

How to disclose utilities billed through RUBS?

- If you bill single-metered utilities through RUBS, any monthly administrative fees (or similar regularly charged fees) should be disclosed on the first page of the lease in the Total Monthly Payment, and in any advertisements.
- Any one-time utility charges should be disclosed in the lease and in any advertisements.
- **Not complying with this statute, and the single-metered utility statute § 504B.215, could result in serious monetary penalties. ([New utility requirements in § 216B and § 504B.216 will become effective January 1, 2025.](#))**

What if the rent changes because of the addition of parking, storage, pet, etc. fees?

- We recommend having the parties sign an addendum that includes the new fee and new Total Monthly Payment.

PET DECLAWING AND DEVOCALIZATION

Text Minn. Stat. § 504B.114 (Effective January 1, 2024)

Subdivision 2 Prohibitions.

A landlord who allows an animal on the premises shall not:

- (1) advertise the availability of a real property for occupancy in a manner designed to discourage application for occupancy of that real property because an applicant's animal has not been declawed or devocalized;
 - (2) refuse to allow the occupancy of a real property, refuse to negotiate the occupancy of a real property, or otherwise make unavailable or deny to another person the occupancy of a real property because of that person's refusal to declaw or devocalize an animal; or
 - (3) require a tenant or occupant of real property to declaw or devocalize an animal allowed on the premises.
- Any requirement or lease provision that violates this subdivision is void and unenforceable.

Subdivision 3 Penalties.

(a) A city attorney, a county attorney, or the attorney general may bring an action in district court to obtain injunctive relief for a violation of this section and to enforce the civil penalties provided in this subdivision.

(b) In addition to any other penalty allowed by law, a violation of subdivision 2, clause (1), shall result in a civil penalty of not more than \$1,000 per advertisement, to be paid to the entity that is authorized to bring the action under this section.

(c) In addition to any other penalty allowed by law, a violation of subdivision 2, clause (2) or (3), shall result in a civil penalty of not more than \$1,000 per animal, to be paid to the entity that is authorized to bring the action under this section.

What is prohibited?

- Advertising in a way to discourage a person with an animal that has not been declawed or devocalized from applying to the unit. (*Example: Declawed cats only!*)
- Refusing to rent to someone because the applicant's animal has not been declawed or devocalized.
- Requiring a tenant to have an animal declawed or devocalized.

What is the penalty?

- A court order to require or prohibit the landlord from acting in a certain way.
- Monetary penalties up to \$1,000 per advertisement or \$1,000 per animal.

TENANT APPLICATIONS & LEASE AGREEMENTS

Text Minn. Stat. § 504B.117 (Effective January 1, 2025)

A landlord must provide on a rental application the option for a prospective tenant to submit an individual taxpayer identification number or a Social Security number as follows: "SSN or ITIN: _____." A landlord must not deny a rental application solely because the prospective tenant provided an individual taxpayer identification number. Nothing in this section prevents a landlord from denying an application if the consumer credit report attached to an individual taxpayer identification number is insufficient.

Text Minn. Stat. § 504B.173, subd. 3a (Effective January 1, 2025)

No landlord may deny a rental application based on any of the following:

- (1) a pending eviction action;
- (2) any court file that is not public, has been expunged, or has been destroyed; or
- (3) any eviction action that has not resulted in a writ of recovery of premises and order to vacate, as that term is defined in section 504B.001, subdivision 15.

Text Minn. Stat. § 504B.177(c) (Effective January 1, 2025)

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

Text Minn. Stat. § 504B.113, subd. 3 (Effective January 1, 2025)

(a) A landlord must not require a tenant with a reasonable accommodation under this section to pay an additional fee, charge, or deposit for the service or support animal. A tenant is liable to the landlord for any damage to the premises caused by the service or support animal.

(b) If a landlord requires an additional fee, charge, or deposit pursuant to a pet policy, the landlord must disclose in the lease the prohibition on additional fees, charges, or deposits for service or support animals under this section.

(c) A tenant may bring an action to recover any fees, charges, or deposits paid to a landlord pursuant to a pet policy if:

- (1) the landlord fails to provide the disclosure required in paragraph (b); and
- (2) the tenant demonstrates that the tenant would have requested a reasonable accommodation and would likely have received a reasonable accommodation had the landlord provided the disclosure under paragraph (b).

Text Minn Stat. § 504B.144 (Effective January 1, 2024, updates effective January 1, 2025)

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

Text Minn Stat. § 504B.144(b) (Effective January 1, 2025)

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

What is Required?

- A landlord must list and accept an ITIN as an alternative to a SSN on an application.

- If Landlords require any pet deposits, rent, or fees, a Landlord must disclose how the fees are prohibited if the tenant has a reasonable accommodation.

Prohibited?

- Landlords cannot deny application because someone provided an ITIN instead of a SSN.
- Landlords may only consider prior evictions if the case “resulted” in a writ (when a writ has been issued in the case). Landlords may not consider eviction cases that resulted in a dismissal, settlement where no judgment and writ was issued, or judgment in favor of the tenant.
- Landlords cannot deny applications based on records that are pending, confidential, expunged, or otherwise destroyed (such as eviction actions or criminal records).
- Late fees are limited to the tenant portion of rent when rent is subsidized by a government program.
- A landlord cannot require a tenant to renew a lease until at least six months from the lease end date if the term of the new lease is for 10 months or more.

INITIAL AND FINAL INSPECTION REQUIRED

Text Minn. Stat. § 504B.182 (Effective January 1, 2024)

Subdivision 1 Initial inspection.

(a) At the commencement of a residential tenancy, or within 14 days of a residential tenant occupying a unit, the landlord must notify the tenant of their option to request an initial inspection of the residential unit for the purposes of identifying existing deficiencies in the rental unit to avoid deductions for the security deposit of the tenant at a future date. If the tenant requests an inspection, the landlord and tenant shall schedule the inspection at a mutually acceptable date and time.

(b) In lieu of an initial inspection or move-out inspection under subdivision 2, when a tenant agrees, a landlord may provide written acknowledgment to the tenant of photos or videos of a rental unit and agree to the condition of the rental unit at the start or end of the tenancy.

Subdivision 2 Move-out inspection.

Within a reasonable time after notification of either a landlord or residential tenant's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of the tenant's option to request a move-out inspection and of the tenant's right to be present at the inspection. At a reasonable time, but no earlier than five days before the termination or the end of the lease date, or day the tenant plans to vacate the unit, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make a move-out inspection of the premises. The purpose of the move-out inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit. If a tenant chooses not to request a move-out inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time.

Subdivision 4 Waiver.

Except as allowed under subdivisions 1 and 2, when a tenant chooses not to request an initial or move-out inspection, or alternate inspection under subdivision 1, paragraph (b), any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

Initial Inspections

1. What is required?

- The landlord must notify the tenant of their option to request an initial inspection to identify existing deficiencies.

Example: You have the option to request an initial inspection of the unit for the purposes of identifying existing deficiencies in the rental unit to avoid deductions of your security deposit at a future date.

- If an inspection is requested, the inspection shall take place at a mutually acceptable date/time.
- If an inspection is not requested, there is no obligation for the landlord to inspect the unit.

2. When is notice of the initial inspection required?

- At the commencement of a tenancy OR within 14 days of a tenant occupying the unit.

Final Inspection

1. What is required?

- The landlord shall notify the tenant in writing of the tenant's option to request a move-out inspection and the tenant's right to be present at the inspection.
- The purpose of the move-out inspection is to allow the tenant an opportunity to remedy identified deficiencies, consistent with the lease terms, to avoid deductions from the security deposit.

2. When is notice of the final inspection required?

- Within a reasonable time after (1) notification of intention to terminate the tenancy (by landlord or tenant) or (2) before the end of the lease term.

3. When does the final inspection take place?

- At a reasonable time, but no earlier than five days before (1) the termination or the end of the lease date, or (2) the day the tenant plans to vacate the unit.
- If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time.
- If a tenant chooses not to request a move-out inspection, the landlord is not required to schedule the inspection.

Are there any alternatives to in-person inspections?

- If the landlord and tenant both agree, the tenant can send photos or videos of a rental unit to the landlord, and the landlord can agree that it shows the condition of the rental unit at the start/end of the tenancy.

Can the landlord require the tenant to waive the initial/move out notices or inspection?

- No. Waivers of these inspection notification laws are void.

What is the penalty?

Damages equal to the amount of deposit withheld plus interest, in addition to the portion of the deposit wrongfully withheld by the landlord, plus interest.

TENANT'S RIGHT TO PRIVACY

Text Minn. Stat. § 504B.211 (Effective January 1, 2024)

Subdivision 2

Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subdivision 3

A reasonable business purpose includes, but is not limited to:

- (1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent;
- (2) showing the unit to a prospective buyer or to an insurance representative;
- (3) performing maintenance work;
- (4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;
- (5) the residential tenant is causing a disturbance within the unit;
- (6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit;
- (7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;
- (8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or
- (9) the residential tenant has vacated the unit.

Subdivision 4

A landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that:

- (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;
- (2) immediate entry is necessary to determine a residential tenant's safety; or
- (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subdivision 5

If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subdivision 6

If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

What is Required Before Entering?

1. A reasonable business purpose (except in certain emergencies); and
2. A 24+ hour written notice that includes a time window (between 8am-8pm unless the tenant agrees).
 - The more narrow the time window is, the less likely it is to be challenged.

Can a Landlord enter without a notice / less than a 24-hour notice?

- Yes, if immediate entry is needed to (1) prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) determine a residential tenant's safety; or (3) comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.
- Yes, if the tenant agrees.
- If the landlord enters without notice and the tenant is not present, the landlord must place a written disclosure of the entry in a conspicuous place in the premises.

Does this include entry onto a tenant's yard/patio for maintenance?

- Likely yes, if the yard/patio is being leased exclusively by the tenant and not designated as a common area.

Can the landlord require the tenant to waive the notice requirement?

- No, you cannot require a tenant to waive the notice requirement. However, you can come to an agreement with the tenant regarding entry.

UNLAWFUL ACTIVITIES (504B.171)

Text Minn. Stat. § 504B.171 (Effective January 1, 2024, and June 1, 2024)

Subdivision 1

(a) In every lease or license of residential premises, whether in writing or parol, the landlord or licensor and the tenant or licensee covenant that:

(1) neither will:

(i) unlawfully allow controlled substances in those premises or in the common area and curtilage of the premises in violation of any criminal provision of chapter 152;

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

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

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

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

(b) In every lease or license of residential premises, whether in writing or parol, the tenant or licensee covenant that the tenant or licensee will not commit an act enumerated under section 504B.206, subdivision 1, paragraph (a), against a tenant or licensee or any authorized occupant.

(c) A landlord cannot prohibit a tenant from legally possessing, and a tenant cannot waive the right to legally possess, any cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, or using any cannabinoid product or hemp-derived consumer product, other than consumption by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product.

Subdivision 2(a): Limitation on crime-free lease provisions.

A residential landlord may not impose a penalty on a residential tenant or terminate the lease of a residential tenant for the conduct of the residential tenant, household member, or guest occurring off of the premises or curtilage of the premises, unless (1) the conduct would constitute a crime of violence against another tenant, the tenant's guest, the landlord, or the landlord's employees, regardless of whether a charge was brought or a conviction obtained; or (2) the conduct results in a conviction of a crime of violence against a person unrelated to the premises. For purposes of this subdivision, crime of violence has the meaning given in section 624.712, subdivision 5, except that it does not include offenses under chapter 152.

Subdivision 3: Waiver not allowed. The parties to a lease or license of residential premises may not waive or modify the covenant imposed by this section.

Text Minn. Stat. § 342.56, subd. 1(b) (Effective July 1, 2024)

Except for the use of medical cannabis flower or medical cannabinoid products, the vaporizing or smoking of cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products is prohibited in a multifamily housing building, including balconies and patios appurtenant thereto. A violation of this paragraph is punishable through a civil administrative fine in an amount of \$250.

What is prohibited?

- Landlords cannot:
 - Prohibit a tenant from legally possessing any cannabis products, lower-potency hemp edibles, or hemp-derived consumer products;

- Prohibit a tenant from using any cannabinoid product or hemp-derived consumer product (other than use by smoking/vaping/aerosol);
- Waive any provisions in 504B.171.
- Landlords cannot penalize a tenant / terminate a lease for conduct (of tenant, household member, or guest) off the premises unless:
 - The conduct would constitute a crime of violence against another tenant, the tenant's guest, the landlord, or the landlord's employees (no conviction require); or
 - The conduct results in a conviction of a crime of violence against a person unrelated to the premises.

What is a “crime of violence”

This is defined by Minnesota Statute Section 624.712, subdivision 5, and includes felony level acts (or attempts) of the following:

- | | | |
|--|--|---|
| ● murder in the first, second, third degree | ● burglary in the first, second degrees | ● commission of crime while wearing or possessing a bullet-resistant vest |
| ● manslaughter in the first, second degree | ● drive-by shooting | ● involving theft of a firearm and theft involving the theft of a controlled substance, an explosive, or an incendiary device |
| ● domestic assault/by strangulation | ● terroristic threats | ● unlawfully owning, possessing, operating a machine gun or short-barreled shotgun |
| ● use of drugs to injure or facilitate crime | ● harassment | ● shooting at a public transit vehicle or facility |
| ● simple/aggravated robbery | ● sex trafficking | ● aiding suicide and aiding attempted suicide |
| ● kidnapping | ● assault in the first, second, third, fourth, fifth degree | ● crimes committed for the benefit of a gang |
| ● false imprisonment | ● solicitation, inducement, and promotion of prostitution | |
| ● arson in the first, second degree | ● criminal sexual conduct in the first, second, third, fourth degree | |
| | ● neglect or endangerment of a child | |
| | ● malicious punishment of a child | |

Can I prohibit the smoking of cannabis/hemp products?

- Yes, you can prohibit the smoking of cannabis and hemp products. (Your non-smoking lease addendum may need to be updated.)
- [As of July 1, 2024, smoking of cannabis/hemp products is prohibited even in multifamily buildings that do not have a non-smoking addendums, with the exception of the use of medical cannabis flower or medical cannabinoid products.](#)

What if the property is a federally subsidized property?

- It’s unclear how Minnesota courts will address the conflict between state and federal law on the issue of possession/use of cannabis in federally subsidized housing.

LANDLORD COVENANTS / TENANT ACTIONS

Text Minn. Stat. § 504B.161, subd. 1 (Effective January 1, 2024; Effective January 1, 2025)

In every lease or license of residential premises, the landlord or licensor covenants:

- (1) that the premises and all common areas are fit for the use intended by the parties;
 - (2) to keep the premises [and all common areas](#) in reasonable repair during the term of the lease or license, [including services and conditions listed in section 504B.381, subdivision 1, and extermination of insects, rodents, vermin, or other pests on the premises](#), except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;
 - (3) to make the premises [and all common areas](#) reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost;
 - (4) to maintain the premises [and all common areas](#) in compliance with the applicable health and safety laws of [the United States](#), of the state, and of the local units of government, [including ordinances regulating rental licensing](#), where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee; and
 - (5) to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30, unless a utility company requires and instructs the heat to be reduced.
- (b) The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Text Minn. Stat. § 504B.381, subd. 1 (Effective January 1, 2024)

A person authorized to bring an action under section 504B.395, subdivision 1, may petition the court for relief:

- (1) [when a unit of government has revoked a rental license, issued a condemnation order, issued a notice of intent to condemn, or otherwise deemed the property uninhabitable; or](#)
- (2) [in cases of emergency involving the following services and facilities when the landlord is responsible for providing them: a serious infestation; the loss of running water; the loss of hot water; the loss of heat; the loss of electricity; the loss of sanitary facilities; a nonfunctioning refrigerator; if included in the lease, a nonfunctioning air conditioner; if included in the lease, no functioning elevator; any conditions, services, or facilities that pose a serious and negative impact on health or safety; or other essential services or facilities.](#)

Text Minn. Stat. § 504B.204(a) (Effective January 1, 2025)

[A landlord, agent, or person acting under the landlord's direction or control may not accept rent or a security deposit for residential rental property from a tenant after the leased premises have been \(1\) condemned or declared unfit for human habitation, \(2\) ordered to be vacated due to violations of a housing, health, or fire code or rental licensing ordinance by the applicable federal, state, or local authority, if the tenancy commenced after the premises were condemned or declared unfit for human habitation or \(3\) ordered to be vacated pursuant to a government taking. If a landlord, agent, or a person acting under the landlord's direction or control violates this section, the landlord is liable to the tenant for actual damages and an amount equal to three times the amount of all money collected from the tenant after date of condemnation or declaration, plus costs and attorney fees. A violation of this section violates section 504B.161. This section shall be liberally construed for the protection of tenants.](#)

Text Minn. Stat. § 504B.153 (Effective January 1, 2025)

[Subdivision 1. Definition; new construction.](#)

[For purposes of this section, "new construction" means a new building, rehabilitation, modification, reconstruction, any physical changes altering the use or occupancy of the dwelling units, or an addition to a building.](#)

Subdivision 2. Requirements if Landlord cannot deliver occupancy.

(a) If a landlord is informed by a builder or otherwise knows that a new construction for rental occupancy will not be available for occupancy by the move-in date established in the lease agreement, the landlord must, within seven days and prior to the move-in date, notify every tenant affected and offer the following choices to the tenant to be accepted at the tenant's option:

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

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

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

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

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

Subdivision 3. Waiver.

Any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

Subdivision 4. Remedies.

(a) A violation by the landlord of subdivision 2 is a violation of section 504B.375. A tenant aggrieved by a violation by the landlord of subdivision 2 may elect the following remedy:

(1) recovery under section 504B.231; or

(2) recover the greater of one month's rent, \$1,000, or actual damages, plus reasonable attorney fees and court costs.

(b) The remedies available under this section are in addition to any other remedies available at equity or law.

What is the landlord required to do?

- Keep premises and all common areas fit for intended use.
- Keep the premises and all common areas in reasonable repair (except when disrepair/damage was caused by the tenant).
- Make the premises and all common areas reasonably energy efficient (such as installing weatherstripping, caulking, storm windows, and storm doors).
- Maintain the premises and all common areas in compliance with the applicable health and safety laws (except when disrepair/damage was caused by the tenant).
- Keep premises at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30 (unless a utility company requires and instructs the heat to be reduced).
- If a unit falls under the definition "new construction" and the unit will not be available for occupancy by the move-in date, the landlord is required to provide a specific notice within seven days of knowing the unit is not available and prior to the move-in date, which includes options for alternative housing, compensation, or lease termination.
- A landlord cannot accept rent/security deposit for a condemned premises, or for properties/units with an order to vacate by a federal, state, or local government agency.

What type of tenant actions are there?

- Unlawful Exclusion or Removal (Lockout) Minn. Stat § 504B.375/504B.231

- A tenant may file a “lockout” action if they have been removed/excluded from the property unlawfully. *(Example: Landlord unlawfully changed locks, terminated utilities, removed doors/windows/locks).*
- A tenant may file an action if there is a violation of the new construction remedies.
- Emergency Tenant Remedies Action (ETRA) Minn. Stat. § 504B.381
 - A tenant may file if an emergency exists, and the Landlord fails to correct the violation within 24 hours of the tenant providing/attempting to provide notice.
 - The court can order immediate relief.
- Rent Escrow Action (REA) Minn. Stat. § 504B.385
 - A tenant may file if the landlord receives an order to correct from the city, and the landlord fails to correct the violation(s) by the deadline.
 - A tenant may file if the landlord fails to correct violation(s) after receiving a 14 day notice.
 - A violation means (1) a violation of any state, county or city health, safety, housing, building, fire prevention, or housing maintenance code; (2) a violation of [this chapter](#) [Chapter 504B]; (3) a violation of any federal, state, county, or city laws protecting tenants from discrimination; (4) a violation of any applicable tenant rights and landlord obligations for public and subsidized tenancies under local, state, or federal law; or (5) a violation of an oral or written agreement, lease, or contract.
 - A tenant must deliver the notice personally or send the notice to the person or place where rent is normally paid.
- Tenant Remedies Action (TRA) Minn. Stat. § 504B.395
 - A tenant, housing-related neighborhood organization, or a state, county, or local department or authority may bring the action, if the landlord fails to correct code violations after a building inspection. The action could be brought sooner if the time granted to repair the code violations is excessive.
 - A landlord must be informed in writing of an alleged violation at least 14 days before an action is brought.
- Tenant’s Right to Privacy Minn. Stat. § 504B.211
 - A tenant may file an ETRA, REA, or TRA, if the landlord violates the tenant’s right to privacy (504B.211).

What type of defenses does the Landlord have in a Tenant Remedies/Rent Escrow Action?

- That the violations do not exist, or that the violation has been removed or remedied.
- That the violations have been caused by the willful, malicious, negligent, or irresponsible conduct of a tenant or anyone under the tenant's direction or control.
- That a tenant unreasonably refused entry to the landlord or agent for the purpose of correcting the violation, and that the effort to correct was made in good faith.

TENANT ABANDONMENT

Text Minn. Stat. § 504B.001, subd. 16 (Effective January 1, 2025)

(a) "Abandonment of tenancy" means the intentional and voluntary absolute relinquishment of premises by the residential tenant.

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

Text Minn. Stat. § 504B.154 (Effective January 1, 2025)

Subdivision 1. Abandonment.

(a) If a residential tenant abandons a dwelling unit during the lease term, the landlord shall make reasonable efforts to rent it at a fair rental value. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, the agreement is terminated on the date the new tenancy begins. The rental agreement is terminated by the landlord on the date the landlord has notice of the abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental value or if the landlord accepts the abandonment as a surrender. The tenant shall not be liable for rent after the termination of the tenancy.

(b) If the rental agreement was for a periodic tenancy or tenancy at will, the maximum rent liability for the tenant is the notice period required to end the lease from the date the landlord has notice of the abandonment.

Subdivision 2. Waiver prohibited.

Any waiver of the rights provided by this section shall be void and unenforceable.

What is required?

- Once a tenant abandons a unit, the landlord must make efforts to rent the premises, such as marketing the unit, responding promptly to inquiries, and processing applications.
- Once the premises is rented, the lease terminates and rent liability ends for the prior tenant on the date the new tenancy begins.
- In a month-to-month tenancy, the maximum rent liability is equal to the notice period.
- Indications that a tenant abandoned the premises include, but are not limited to, written statements from the tenant(s), the return of keys, the removal of personal possessions, and disconnection of utilities.

TERMINATION OF LEASE UPON INFIRMITY OF TENANT

Text Minn. Stat. § 504B.266 Termination of Lease Upon Infirmary of Tenant (Effective January 1, 2024, Effective January 1, 2025)

Subdivision 1 Definitions

(a) For the purposes of this section, the following terms have the meanings given them.

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

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

(d) "Medical care facility" means:

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

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

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

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

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

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

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

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

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

(10) a facility providing intensive residential treatment services as defined in section 245I.23.

(e) "Medical professional" means:

(1) a physician who is currently licensed to practice medicine under section 147.02, subd. 1;

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

(3) a mental health professional as defined in section 245I.04, subd. 2.

Subdivision 2 Termination of Lease Upon Infirmary of Tenant

(a) A tenant or the authorized representative of the tenant may terminate the lease prior to the expiration of the lease in the manner provided in subdivision 3 if the tenant has or, if there is more than one tenant, ~~at least one of~~ **at least one of** the tenants **have has**, been found by a medical professional to need to move into a medical care facility and:

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

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

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

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

Subdivision 3 Notice

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

Subdivision 4. Waiver prohibited

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

Subdivision 5. Other laws

Nothing in this section affects the rights or remedies available in this chapter or other law, including but not limited to chapter 363A.

Summary:

- Eligible tenant(s) may terminate the lease early without penalty, upon proper notice.
- The tenant is required to give a two-month notice, effective the last day of the month.
- When the reason for termination is due to the tenant needing an accessible unit, and the landlord can provide an accessible unit in the same complex within two months of the request, the tenant may not terminate the lease.
- The tenant is still required to pay rent/money owed under the lease through the vacate date, and is responsible for the restoration of the unit outside ordinary wear and tear.
- If there are more than one tenant in the unit, then only one tenant needs to qualify to terminate the lease agreement.

PRE-FILING NOTICE REQUIREMENTS FOR NON-PAYMENT

Text Minn. Stat. § 504B.321, Subd. 1(a).

(a) Before bringing an eviction action alleging non-payment of rent or other unpaid financial obligation in violation of the lease, a landlord must provide written notice to the residential tenant specifying the basis for future eviction action. The notice must include:

(1) the total amount due;

(2) a specific accounting of the amount of the total due from unpaid rent, late fees, and other charges under the lease;

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

(4) the following statement: "You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office.";

(5) the following statement: "To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709."; and

(6) the following statement: "Your landlord can file an eviction case if you do not pay the total amount due or move out within 14 days from the date of this notice. Some local governments may have an eviction notice period longer than 14 days."

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

(c) If the residential tenant fails to correct the rent delinquency within 14 days of the delivery or mailing of the notice, or the number of days required by a local government rule or law if the notice period prior to an eviction required by the local government is longer than 14 days, or fails to vacate, then the landlord may bring an eviction action under subdivision 1 based on non-payment of rent.

What is required?

- For non-payment of rent cases, the landlord has to provide the tenant with a very specific 14-day notice to pay or vacate.
- The 14 day notice is the minimum standard for Minnesota. Some subsidies, cities (i.e Brooklyn Center), and lease agreements may require longer notice periods and additional verbiage.
- Some subsidies will require additional documents to be attached to the notice, such as VAWA forms.

What is required for service of the notice?

- The notice can be delivered (1) personally or (2) by first class mail, to the residential tenant at the address of the leased premises.
- Some subsidy programs, cities, and lease agreements may have additional service requirements.
- Some subsidy programs require service of the notice to the agency that administers the subsidy program.

When can an eviction for non-payment be filed?

- If the tenant fails to correct the deficiency within the time required by the notice, then you can file an eviction action.

What is the "Total Amount Due"?

- Because the statute specifies "the total due from unpaid rent, late fees, and other charges under the lease" you could likely use the total ledger balance when stating the total amount due.
- Contact an attorney if you are not sure whether certain fees should/should not be included in the notice.

Should you accept payment after a notice is sent?

- Some lease agreements do not include a "partial payment clause." Generally, accepting a partial payment could waive a landlord's right to proceed with an eviction action for the remainder of the amount owed. A

partial payment clause allows the landlord to accept a partial payment and still proceed with an eviction action.

- Contact an attorney if you are not sure whether you should accept/reject a partial payment.

What is a “specific accounting”?

- Attaching a ledger would best comply with the requirement. You must keep a copy of the ledger attached to the notice in order to show you complied with all notice requirements.
- If you list the amounts owed in the notice, do not generalize the amounts owed. Instead, break out the specific dates, descriptions, and amounts.
 - *Example: 10/1/22 October rent \$1000, October 10/5/22 late fee \$80.*

What does “deliver personally” mean?

- Delivery of the notice by posting it or sliding it under the door has been previously disputed by tenant attorneys in court. We recommend always mailing the notice by first-class mail to avoid service arguments.
- Always document when and how a notice was delivered to the tenant.
- Remember to check the lease and subsidy program rules for additional service requirements.

EVICTION COMPLAINTS

Text Minn. Stat. § 504B.321 (Effective January 1, 2024, Effective January 1, 2025)

Subdivision 1. Procedure.

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

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

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

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

Subdivision 3. Contents of complaint.

The person bringing a complaint under this section must:

(1) attach the current written lease, if any, or most recent written lease in existence, and any relevant lease addenda;

(2) if alleging non-payment of rent, attach a detailed, itemized accounting or statement listing the amounts;

(3) if alleging a breach of lease, identify the clause of the lease which is the basis of the allegation, the nature of the conduct constituting the alleged breach of lease, the dates on which the alleged conduct took place, and the clause granting the right to evict based on the alleged conduct;

(4) if alleging a violation of section 504B.171, specify the nature of the conduct constituting the alleged violation and the dates on which the alleged conduct took place;

(5) if alleging a violation of section 504B.285, subdivision 1, attach a copy of any notice to vacate or notice to quit; and

(6) state in the complaint whether the tenancy is affected by a federal or state housing subsidy program through project-based federal assistance payments; the Section 8 program, as defined in section 469.002, subdivision 24; the low-income housing tax credit program; or any other similar program, and include the name of the agency that administers the housing subsidy program.

Subdivision 5. Defective filing or service.

The court must dismiss and expunge the record of any action if the person bringing the action fails to comply with this section.

Text Minn. Stat. § 504B.332, subd. 2(b) (Effective January 1, 2025)

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

Subdivision 4(3) Service by mail and posting.

The summons and complaint must be posted on the entry to the defendant's individual unit. If the defendant occupies a multiunit building, the summons and complaint must be posted on the door of the defendant's individual unit.

[\(Note: Not all changes to 504B.332 are reflected in this handbook.\)](#)

What documents are required?

- Lease and any relevant addenda;
- Ledger (if alleging non-payment of rent);
- Notice of Non-payment/Eviction (if alleging non-payment of rent);
- Notice to Vacate or Notice to Quit (if alleging holdover after non-renewal/termination).

What content is required?

- Full name and date of birth (if available).
- Breach of lease:
 - Must identify the clause of the lease which is the basis for allegation;
 - Must identify the specific nature of the conduct constituting the breach;
 - Must identify the dates of alleged conduct;
 - Must identify the clause granting the right to the eviction.
- Minn. Stat. § 504B.171 Violation (Unlawful Activity):
 - Must identify the specific nature of conduct constituting the breach;
 - Must identify the dates of alleged conduct.
- Subsidy information:
 - Must identify the tenant/property subsidy program and the agency that administers the program;
 - **It is very important that this information is correct, stating incorrect information could lead to dismissal and expungement of the eviction complaint.**

How do the service changes affect landlords?

- The landlord must identify whether they regularly use electronic written communication to communicate with the tenant and provide the summons and complaint to the tenant using that same method.
 - *Example: The landlord routinely provides residents with notices through a resident portal, and the resident uses the portal to request repairs or send correspondences to the landlord. The landlord should send a copy of the eviction summons and complaint through the portal.*
- The summons and complaint must be posted on the tenant's individual door, which means service agents will need access to the property if there is a secured entrance.
 - You can provide LRN with access codes or contact information to ensure sufficient service.
 - Please be aware that issues accessing the property may result in the action not being served and dismissal of the eviction.

Best Practices In Non-Payment of Rent Cases:

- Signed lease agreement (if not available let us know);
- Addendums related to a change in occupancy (e.g. resident removal agreement);
- Addendums related to monthly charges on the ledger (e.g. garage addendum, utility addendum);
- Renewal addendum/notice of rent increase (if applicable);
- Rent ledger from the beginning of the tenancy to the current date (that includes HAP if applicable);
- A non-HAP ledger (if applicable);
- Utility ledger (if applicable);
- Notice of termination/non-payment with all attachments (if applicable);
- Notice of termination of subsidy with all attachments (if applicable);
- Any other documents that relate to the non-payment of rent issue (e.g. a payment agreement that the tenant defaulted on).

Best Practices In Breach of Lease Cases:

- Signed lease agreement;
- Addendums related to a change in occupancy (e.g. resident removal agreement);

- Addendums related to the lease violation(s);
- Rent ledger from the beginning of the tenancy to the current date (that includes HAP if applicable);
- Notice of termination/lease violation (if applicable);
- Details in “Notes to Attorney” on the specific conduct and date/time of the conduct.

Best Practices In Holdover Cases:

- Signed lease agreement;
- Rent ledger from the beginning of the tenancy to the current date (that includes HAP if applicable);
- Notice of non-renewal/termination.

Penalty:

- Failure to comply with these requirements will result in dismissal and expungement of eviction action.

EXPEDITED EVICTIONS

Text Minn. Stat. § 504B.321, Subd. 2 (Effective January 1, 2024)

(a) In an eviction action brought under section 504B.171 or on the basis that the residential tenant engages in behavior that seriously endangers the safety of other residents, or intentionally and seriously damages the property of the landlord or a tenant, the person filing the complaint shall file an affidavit stating specific facts and instances in support of why an expedited hearing is required.

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

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

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

(e) The court may only consider allegations under paragraph (a) during an expedited hearing. The court may not consolidate claims heard under the expedited procedure with any additional claims, including but not limited to breach of lease, holding over under section 504B.285, or non-payment of rent under section 504B.291.

What qualifies for expedited eviction?

1. Violations of Minn. Stat. § 504B.171 (criminal activity related to):
 - Controlled substances;
 - Prostitution;
 - Firearms;
 - Stolen property/property obtained by robbery;
 - An act of domestic violence, criminal sexual conduct, sexual extortion, or harassment against a tenant, licensee, or any authorized occupant.
2. A tenant engages in behavior that seriously endangers the safety of other residents.
3. A tenant engages in behavior that intentionally and seriously damages the property of the landlord or a tenant.

What is the procedure?

1. Landlord files a complaint and affidavit stating the specific facts in support of an expedited hearing.
2. The court will review the complaint and affidavit to determine if the standard is met.
3. If approved, an appearance will be scheduled 5-7 days from the summons being issued.
4. The summons must be served on the tenant within 24 hours of the summons being issued.
5. The court will not consider other allegations such as unrelated breaches of the lease, holdover, or non-payment of rent.
6. The court will impose a civil penalty of up to \$500 if there is a finding the request is without sufficient basis for an expedited hearing.

REDEMPTION IN NON-PAYMENT OF RENT CASES

Text Minn. Stat. § 504B.291, Subd. 1(a) (Effective January 1, 2024)

A landlord may bring an eviction action for non-payment of rent irrespective of whether the lease contains a right of reentry clause. Such an eviction action is equivalent to a demand for the rent. There is a rebuttable presumption that the rent has been paid if the tenant produces a copy or copies of one or more money orders or produces one or more original receipt stubs evidencing the purchase of a money order, if the documents: (i) total the amount of the rent; (ii) include a date or dates approximately corresponding with the date rent was due; and (iii) in the case of copies of money orders, are made payable to the landlord. This presumption is rebutted if the landlord produces a business record that shows that the tenant has not paid the rent. The landlord is not precluded from introducing other evidence that rebuts this presumption. In such an action, unless the landlord has also sought to evict the tenant by alleging a material violation of the lease under section 504B.285, subdivision 5, the tenant may, at any time before possession has been delivered, redeem the tenancy and be restored to possession by paying to the landlord or bringing to court the amount of the rent that is in arrears, with interest, costs of the action, and an attorney's fee not to exceed \$5, and by performing any other covenants of the lease. Redemption may be made with a written guarantee from (1) a federal agency, state agency, or local unit of government, or (2) any other organization that qualifies for tax -exempt status under United States Code, title 26, section 501(c)(3), and that administers a government rental assistance program, has sufficient funds available, and guarantees funds will be provided to the landlord.

Summary:

- In non-payment of rent cases, the tenant has the ability to redeem (pay and stay) before a writ is issued.
- To redeem, the tenant is required to pay:
 - past-due rent;
 - costs of the action (i.e. filing fee and service fee); and
 - attorney's fee not to exceed \$5.
- Landlords will be required to accept guarantees from certain rental assistance programs/agencies.

EXPUNGEMENTS

Text Minn. Stat. § 484.014, Subd. 2 (Effective January 1, 2024; Effective June 24, 2024)

Subdivision 2. **Discretionary expungement.** The court may order expungement of an eviction case court file if the court finds the expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.

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

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

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

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

(2) if the defendant prevailed on the merits;

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

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

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

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

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

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

Important Notes

- The new law will expand the basis for expunging an eviction record.
- Dismissal for any reason is cause for expungement (including vacating or paying after the case is filed).
- The court will expunge some cases automatically, and tenants will not be required to file a motion for expungement in all cases.

VICTIMS OF VIOLENCE / EMERGENCY CALLS

Text Minn. Stat. § 504B.206, Subd. 1 (Effective June 24, 2024)

- (a) A tenant of a residential lease may terminate a lease agreement in the manner provided in this section without penalty or liability, if the tenant or another authorized occupant fears imminent violence after being subjected to:
- (1) domestic abuse, as that term is defined under section 518B.01, subdivision 2;
 - (2) criminal sexual conduct under sections 609.342 to 609.3451;
 - (3) sexual extortion under section 609.3458; or
 - (4) harassment under section 609.749.
- (b) The tenant must provide signed and dated advance written notice to the landlord:
- (1) stating the tenant fears imminent violence from a person as indicated in a qualifying document against the tenant or an authorized occupant if the tenant or authorized occupant remains in the leased premises;
 - (2) stating that the tenant needs to terminate the tenancy;
 - (3) providing the date ~~by~~ on which the ~~tenant will vacate~~ lease will terminate; and
 - (4) providing written instructions for the disposition of any remaining personal property in accordance with section 504B.271.
- (c) The written notice must be delivered before the termination of the tenancy by mail, ~~fax, or~~ in person, or by a form of written communication the plaintiff regularly uses to communicate with the landlord, and be accompanied by a qualifying document. The tenancy terminates for the tenant who exercises the right granted under this subdivision, including the right of possession of the premises, on the date provided in the notice required under paragraph (b). Vacation of the premises under this section by the tenant prior to the date provided in the notice does not constitute termination of the tenancy for the purposes of this section.
- (d) The landlord may request that the tenant disclose the name of the perpetrator and, if a request is made, inform the tenant that the landlord seeks disclosure to protect other tenants in the building. The tenant may decline to provide the name of the perpetrator for safety reasons. Disclosure shall not be a precondition of terminating the lease.
- ~~(e) The tenancy terminates, including the right of possession of the premises, as provided in subdivision 3.~~

Text Minn. Stat. § 504B.206, Subd. 2 (Effective August 1, 2024)

- (a) A landlord must not disclose:
- (1) any information provided to the landlord by a tenant in the written notice required under subdivision 1, paragraph (b);
 - (2) any information contained in the qualifying document;
 - (3) the address or location to which the tenant has relocated; or
 - (4) the status of the tenant as a victim of violence.
- (b) The information referenced in paragraph (a) must not be entered into any shared database or provided to any person or entity but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims under section 504B.178, with the consent of the tenant, or as otherwise required by law.
- (c) A landlord who violates this section is liable to the tenant for statutory damages of \$2,000, plus reasonable attorney fees and costs

Text Minn. Stat. § 504B.206, Subd. 3 (Effective June 24, 2024)

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

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

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

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

Text Minn. Stat. § 504B.206, Subd. 6(2) (Effective June 24, 2024)

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

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

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

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

Text Minn. Stat. § 504B.285, Subd.1(b) (Effective June 24, 2024)

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

Text Minn. Stat. § 504B.205 (Effective June 24, 2024)

Subdivision 2. Emergency Calls Permitted.

(a) A landlord may not:

(1) bar or limit a residential tenant's right to call for police or emergency assistance in response to domestic abuse or any other conduct, [including but not limited to mental health or health crises](#); or

(2) impose a penalty on a residential tenant for calling for police or emergency assistance in response to domestic abuse or any other conduct, [including but not limited to mental health or health crises](#).

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

Subdivision 3. Local preemption.

This section preempts any inconsistent local ordinance or rule including, without limitation, any ordinance or rule that:

(1) requires an eviction after a specified number of calls by a residential tenant for police or emergency assistance in response to domestic abuse or any other conduct, [including but not limited to mental health or health crises](#); or

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

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

Important Notes:

- If there is only one tenant the lease terminates on the date in the notice, even if the tenant vacates earlier.
- If there are multiple tenants the lease terminates on the last day of the month or rent interval in which one tenant terminates the lease.
- The notice may be in any regularly used form of communication.
 - *Example: The landlord and tenant regularly sent notices and repair requests through an online portal. The resident will likely be permitted to send a notice through the portal.*
- Landlords cannot file an eviction against the victim of violence that provides a notice of termination under the statute, unless they fail to vacate after the termination date.
 - Landlords are not prohibited from filing an eviction against the other tenants in the unit who did not give a notice under the statute and are in violation of the lease.
- Penalties, damages, and attorney's fees may be incurred for violations.

TENANT ASSOCIATIONS

Text 504B.212 Tenant Right to Organize; Tenant Associations (Effective January 1, 2025)

Subdivision 1. Tenant's right to organize.

(a) Residential tenants of a residential building have the right to establish and operate a tenant association for the purpose of addressing issues related to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development. Owners of residential rental units and their agents must allow residential tenants and tenant organizers to conduct activities related to the establishment or organization of a residential tenant organization, including but not limited to:

- (1) distributing information or leaflets in the common areas of the residential building, including bulletin or community boards;**
- (2) distributing information or leaflets to individual units in a residential building;**
- (3) initiating contact with tenants through mail, telephone, or electronically;**
- (4) initiating contact with tenant units to offer information on tenant organizations or survey tenants on interest in tenant associations;**
- (5) assisting tenants in participating in tenant association activities; and**
- (6) convening tenant association meetings in a space at the residential building.**

(b) Nothing in this section requires a landlord to provide a tenant association or tenant organizer with information about a tenant, including the tenant's mailing address, telephone number, or electronic contact information.

(c) A tenant association using the rights provided in this chapter must adopt bylaws or an operating agreement related to the internal governance of the tenant association.

(d) A tenant association must be completely independent of owners, management, and their representatives. To preserve the independence of the tenant association, management representatives from the owner of a residential tenant building may not attend meetings unless invited by the tenant association to specific meetings to discuss a specific issue.

(e) A tenant organizer who is not a residential tenant of the landlord must be accompanied in the residential building by a tenant who resides in the building.

(f) No landlord shall prohibit or adopt any rule prohibiting residential tenants or nonresident tenant organizers from peacefully organizing, assembling, canvassing, leafleting, or otherwise exercising within the building their right of free expression for tenant organizing purposes. A landlord may not require tenants and tenant organizers to obtain prior permission to engage in protected activities. A landlord may not adopt and enforce rules that set unreasonable limits as to time, place, and manner of the meetings or communication with tenants in the building.

Subdivision 2. Retaliation prohibited.

(a) A landlord may not increase rent, decrease services, alter an existing rental agreement, file a legal action against a tenant, contact federal or state law enforcement related to a tenant's immigration status, or seek to recover possession or threaten any such action in whole or in part in retaliation after a tenant:

- (1) reports a code violation to a government agency, elected official, or other government official responsible for the enforcement of a building, housing, health, or safety code;**
- (2) reports a building, housing, health, or safety code violation, or a violation of this chapter, to a community organization or the news media;**
- (3) seeks the assistance of a community organization or others, including but not limited to a media or news organization, for assistance with a code violation or a violation of this chapter;**
- (4) makes a request that the landlord of a residential building make repairs to the premises as required by this chapter, or remedy a building or health code, other regulation, or uphold portions of the residential rental agreement;**
- (5) joins or attempts to join a tenant association or similar organization; or**
- (6) testifies in any court or administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law.**

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

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

Important Notes

- Tenants have the right to establish and operate a tenant association, and conduct related activities.
- Landlord rules regarding the time, place, and manner of the meetings or communications must be reasonable.
- Owner/Management or their representatives should not be involved in or attend meetings unless specifically invited.
- Retaliation is prohibited, and the new law provides some guidance as to what type of conduct may be considered as retaliation.

SHARED-METERED BUILDING UTILITY COMPLIANCE

New statutes Minn. Stat. § 216B.022, § 216B.023, § 216B.024, § 504B.216 (Effective January 1, 2025). A summary is provided due to the length of the new statutes' text.

1. Bill Payer/Disclosures

- Landlords of a shared-metered residential building must be the bill payer responsible and customer of record.
- Landlords must advise the utility provider that the utility services apply to a shared-metered residential building.
- Landlords are prohibited from removing or requesting to remove a directly metered tenant from the tenant's existing utility account.
- Tenant payments must first be applied to unpaid rent then unpaid utilities.

2. Prohibited Action

- Landlords are prohibited from billing submetered or apportioned utilities less frequently than the Landlord is billed by the utility provider.
- Landlords are prohibited from charging any administrative, capital, or any other expenses associated with the installation, maintenance, repair, replacement, or reading of submeters, unless the expense is due to the tenant's willful, malicious, or negligent conduct. (Administration fees up to \$8 and late fees up to \$5 are permitted).
- Landlords are prohibited from imposing any other fees or charges for utility services, except as permitted (administrative and late fees permitted).
- Landlords cannot apportion electricity service.
- Landlords cannot charge electricity for common areas, or in spaces used exclusively or primarily by the Landlord.
- Landlords cannot charge for gas consumed in common areas, spaces used exclusively or primarily by the landlord, or any vacant unit.
- Landlords cannot charge for water/sewer in common areas; in spaces used exclusively or primarily by the landlord; in vacant units; for maintenance of the property; or for shared amenities, including but not limited to laundry facilities and pools.
- Landlords cannot disconnect a tenant's utility service for the failure to pay.

3. Lease Requirements

- Landlords must include notice of when utility bills will be issued.
- Landlords must include notice that "A landlord who apportions utility service must, upon a tenant's request, provide: (1) a copy of the current actual natural gas or water and sewer utility bill from the utility provider that is being apportioned; and (2) a copy of past natural gas or water and sewer utility bills for which the tenant received an apportioned utility bill for the preceding two years or from the time the current landlord acquired the building, whichever is the most recent."
- If natural gas or water/sewer is apportioned, the landlord must include a lease attachment with specific language required by the statute.

4. Annual Notice Requirements

- By September 30 of each year, a landlord who bills a tenant for gas and/or electric must inform tenants in writing of the availability of energy assistance from the low-income home energy assistance program and include the toll-free phone number of the administering agency.

5. Bill Notice Requirements

- Landlords must include the following information on each submetered utility service bill:
 - the present and last preceding sub-meter readings;
 - the date of the present reading;
 - the rate at which the utility service is being billed, the amount of the service billed at the rate, and the rate at which the landlord is being billed by the utility provider for the utility service;
 - the tenant's portion of taxes and surcharges;

- if any, the portion of any bill credit the landlord received from the utility provider that is credited to the tenant;
 - any administrative billing charge,
 - the total amount of the bill; and
 - the date by which payment is due; the date after which, if the bill is not paid, a late payment charge may be imposed; and the late fee amount.
6. Permitted Fees
- Landlords may impose one late payment charge per billing period, not to exceed \$5.
 - Landlords may charge a single administrative charge per billing period for all the utilities separately billed, not to exceed \$8.
7. Submetered Electric
- Landlord may only charge for the unit's usage multiplied by the rate charged to the landlord.
 - Landlords may only charge the tenant's pro rata share of non-usage charges, calculated by dividing the charges the landlord is billed equally among the number of units in the building.
 - Landlords must deduct the tenant's pro rata share of any bill credits/adjustments received by the landlord by dividing the credit/adjustment equally among the number of units in the building.
8. Submetered Gas
- Landlords may only charge for the unit's usage multiplied by the rate charged to the landlord.
 - Landlords may only charge the tenant's pro rata share of non-usage charges, calculated by dividing the charges the landlord is billed equally among the number of units in the building.
 - Landlords must deduct the tenant's pro rata share of any bill credits/adjustments received by the landlord by dividing the credit/adjustment equally among the number of units in the building.
9. Apportioned Gas
- Landlords must use previous billing period's actual gas bills and allocate the total bill to each unit based on square footage.
 - Landlord must deduct the tenant's pro rata share of any bill credits/adjustments received by the landlord.
10. Submetering Water
- Landlords may only charge for the unit's measured usage multiplied by the rate charged to the landlord.
 - Landlords may only charge the tenant's pro rata share of non-usage charges, calculated by dividing the charges the landlord is billed by the utility provider equally among the number of units in the building.
 - Landlords must deduct a tenant's pro rata share of any bill credits/adjustments from the utility provider by dividing the credit/adjustment equally among the number of units in the building.
11. Apportioned Water/Sewer
- Landlords must use previous billing period's actual water/sewer bills and allocate to each unit based on the number of tenants listed on the lease as a proportion of the occupancy of all the units as listed on the leases in the building.
 - Landlords must deduct the tenant's pro rata share of any bill credits/adjustments received by the landlord.
12. Payment Plan & Notice Required
- A landlord must offer a payment plan for overdue utility service bills.
 - The plan must be reasonable, consider the tenant's financial circumstances, and consider any extenuating circumstances disclosed by the tenant.
 - If the landlord and tenant cannot agree on a payment plan, the landlord must inform the tenant of the right to seek assistance from the commission's consumer affairs office in resolving the dispute and provide the tenant the office's current telephone number and email address.
13. Billing Errors
- If a tenant suspects the submeter is inaccurate (and has an explanation for why they suspect the issue), the landlord must promptly investigate.
 - If an inaccurate submeter is found:
 - The landlord must repair or replace the submeter, or inform the tenant in writing why no corrective action is necessary.

- If an overcharge is found, the landlord must promptly refund the difference.
- If an undercharge is found, the landlord may bill the tenant the difference up to six months, and must offer a payment plan (at a minimum the plan must equal the time the undercharge occurred). Exceptions may apply if Tenant caused the undercharge. No interest or delinquency fee may be charged as part of a payment plan.
- If the submeter is accurate the landlord must provide the tenant with the results of a meter test.

14. Utility Bill Request

- A landlord who apportions utility service must, upon a tenant's request, provide: (1) a copy of the current actual natural gas or water and sewer utility bill from the utility provider that is being apportioned; and (2) a copy of past natural gas or water and sewer utility bills for which the tenant received an apportioned utility bill for the preceding two years or from the time the current landlord acquired the building, whichever is the most recent.

15. Disputes/Notice Requirements

- A tenant disputing a bill or claiming a violation of §216B.022/§216B.023 must first attempt to resolve the dispute or claim with the landlord.
- If the dispute cannot be resolved, the landlord must notify the tenant of the tenant's right to file a complaint with the commission's consumer affairs office and provide the office's current telephone number and email address.

16. Evictions

- Tenant payments must first be applied to unpaid rent then unpaid utilities.
- A landlord may not bring an eviction unless the landlord has offered the tenant a payment plan, and the tenant failed to make two consecutive payments on the plan.
- If the parties cannot agree on a payment plan, the landlord must inform the tenant of the right to seek assistance from the commission's consumer affairs office and provide the office's current telephone number and email address.
- An eviction action may not be filed, and any eviction already filed must be stayed:
 - for failure to pay gas or electric during the cold weather period;
 - for failure to pay electric during a heat emergency;
 - if the tenant notifies the landlord/court that the tenant or a member of their household is experiencing a medical emergency, or where medical equipment requiring electricity necessary to sustain life is in use and a licensed medical health care professional certifies the emergency within five days of the notice; or
 - if the tenant filed a complaint with the Public Utilities Commission.

17. Tenant Notice During Cold Weather Period or Medical Emergency

- During cold weather periods, medical emergencies, or where medical equipment requiring electricity necessary to sustain life is in use, a landlord must offer a payment plan.
- If the parties cannot agree on a payment plan, the landlord must inform the tenant of the right to seek assistance from the commission's consumer affairs office and provide the office's current telephone number and email address.

18. Landlord Defaults on Utility Payment

- If gas, electric, water/sewer, or other company supplying home heating oil or propane, issues a final notice to disconnect due to non-payment, the landlord is required to post in the building notice of the disconnection.
- The notice must at least contain: the date the service will be discontinued; the telephone number to call the utility to obtain further information; a brief description of the rights of tenants under this section to continue or restore service; and advice to consider seeking assistance from legal aid, a private attorney, or a housing organization in exercising the tenant rights under Minnesota law to maintain utility service.
- Tenant may become bill payer responsible for services unpaid by the landlord, and deduct the amount paid from rent.

For questions about the new law updates,
or for information about additional training sessions,
contact info@landlordresource.net.



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