

MEMORANDUM TO ALL CLIENTS
REGARDING 2023 CHANGES TO LANDLORD-TENANT LAW

TO: ALL CLIENTS

FROM: HANBERY & TURNER, P.A.

DATE: SEPTEMBER 15, 2023

RE: 2023 MN LAW CHANGES

The 2023 MN legislature made substantive changes to landlord-tenant law requiring Landlords to update their leases, procedures, and eviction practices:

MINN. STAT. SECTION 504B.182 - Entry by landlord with 24-hour notice after making a good faith effort to give tenant reasonable notice. The Tenant right to privacy statute has been amended to require at least 24 hours' notice prior to entry. The notice must specify a time or anticipated window of time of entry between the hours of 8:00AM and 8:00PM unless the landlord and tenant agree to an earlier or later time. A tenant may not waive, and the landlord may not require the tenant to waive, the tenant's right to prior notice of entry. **Penalty - \$500 civil penalty for each violation plus reasonable attorney fees. A violation of this law is a violation of the covenant of habitability and gives the tenant grounds to sue for a civil penalty.**

MINN. STAT. SECTION 504B.120 - Disclosure of Fees/Utilities on the Front Page of the Lease. All "non-optional fees" that are recurring and payable like the monthly unit rent must be (a) disclosed on the front page of the lease as the Total Monthly Payment, and (b) described in any advertisement or posting. The lease and advertisements must disclose "whether utilities are included or not included in the rent." While it is not clear if other non-optional/one-time fees must be disclosed, we recommend that all non-optional, one-time fees be disclosed or referenced on the first page of the lease. **Penalty – 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.**

MINN. STAT. SECTION 504B.182 - Inspection Rights and Notices/Initial and Final Inspection Required. Landlord must notify the tenant of an option to request an initial inspection of the unit at the commencement of the tenancy or within 14 days of occupancy, and, if requested, schedule the inspection at a "mutually acceptable date and time." In lieu of an initial inspection or move-out inspection, *when a tenant agrees*, a landlord may provide written acknowledgement to the tenant of photos or videos of the rental unit and agree to the condition of the rental unit at the start or end of the tenancy.

Move-Out: Within a reasonable time after notification of an intent 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." The inspection provides the tenant with the opportunity to remedy deficiencies to reduce reductions from the security deposit.

Damages. Any landlord who fails to: (4) provide the tenant with notice for an initial inspection and move-out inspection as required by Section 504B.182, and complete an initial inspection and move-out inspection when request by the tenant, is liable to the tenant for damages in an amount equal to the portion of the deposit withheld by the landlord and interest thereon as provided by subdivision 2, as a penalty, in addition to the portion of the deposit wrongfully withheld by the landlord.

MINN. STAT. SECTION 504B.381 Subd 1. - Tenant Remedies Act (Amended). A residential tenant can bring an action against the landlord 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, a nonfunctioning air conditioner (if included in the lease), no functioning elevator (if included in the lease), or any conditions, services, or facilities that pose a serious and negative impact on health or safety or other essential services or facilities.

MINN. STAT. SECTION 504B.321 - NEW BEGINNING JANUARY 1, 2024 - 14-Day Statewide Eviction Pre-Filing Written Notice for Rent or other Unpaid Financial Obligations. Before bringing an eviction action alleging nonpayment of rent or other unpaid financial obligation in violation of the lease, a landlord must provide notice to the tenant specifying the basis for future eviction action. The written notice must include all of the following:

- (a) The total amount due;
- (b) A specific accounting of the amount of the total due from unpaid rent, late fees, and other charges under the lease;
- (c) The name and address of the person authorized to receive rent and fees on behalf of the landlord;
- (d) 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.";
- (e) 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
- (f) 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."

- (g) If you fail to correct the 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 if you fail to vacate, then the landlord may bring an eviction action based on nonpayment of rent, late fees, and other financial obligations under the lease.

*The Landlord or agent must deliver the notice personally *or* by first class mail to the residential tenant at the address of the leased premises. ***WE RECOMMEND THAT YOU DO BOTH.***

14-Day Notice constitutes verification of emergency. Receipt of the 14-day notice qualifies the tenant for applying for emergency rental assistance.

MINN. STAT. SECTION 504B.161 - CHANGES TO Covenants of Habitability. Language has been added to require landlords to provide minimum temperatures of 68° from October 1 through April 30.

MINN. STAT. SECTION 504B.171 - Crime-Free Lease Provisions Change (Effective June 1, 2024). Neither a crime-free addendum nor the lease may allow landlords to bring an eviction action for conduct of the tenant, a household member or guest, that occurs “off of the premises rented” unless the conduct constituted a crime of violence against another tenant or the landlord, or the conduct results in a conviction of a crime of violence.

Eviction Action Defenses/Procedural Changes. Tenants will no longer be required to escrow rent in “arrear” in an eviction action when they allege habitability as a defense to an eviction action. Courts are limited to order rent to be paid into court prospectively, subject to the Court’s discretion, if the hearing is to be delayed. For example, if a tenant owes 3 month’s rent and landlord files an eviction action and tenant claims habitability defenses to paying the rent. Then, the Court will only require the tenant to pay rent for the following month into Court not the rent in arrears – as was the old practice.

*Landlords will delay the filing of eviction actions for nonpayment of rent at their peril with these new pro-tenant protections. Do not wait. Give prompt, complete, and accurate pre-filing notices, and file evictions immediately after the 14-day notice passes.

When an eviction action for nonpayment is filed, a tenant can redeem with a letter of guarantee from any federal, state, or local agency of government, or any tax-exempt organization, that administers a government rental assistance program with sufficient funds available.

Recovery of Attorney Fees. The opportunities for tenants to collect attorney’s fees have been expanded to include situations where the tenants are awarded costs.

Limits on Expedited Evictions. The procedures for seeking an expedited eviction action have been limited and now exclude evictions based on the tenant causing a nuisance. Actions filed for an expedited proceeding cannot be combined with other allegations of breach of lease, holding over after notice, or nonpayment of rent. In cases where there is a need for expedited relief in addition to nonpayment of rent or breach of lease allegations, landlords will be advised to bring 2 separate eviction actions.

MINN. STAT. SECTION 504B.114 - PET DECLAWING AND DEVOCALIZATION PROHIBITED. Leases cannot require a cat to be declawed or animals to be devocalized.

MINN. STAT. SECTION 504B.266 - Termination of Lease Upon Infirmary of Tenant. The law creates a new right for tenants, or an authorized representative of the tenant, to terminate a lease before the end of the lease where a single tenant, or (if there is more than one tenant) all tenants, have been found by a medical professional to need to move into a medical care facility and other requirements are met. Two months' notice of exercise of this right is required, as opposed to the immediate termination often requested by legal aid attorneys and tenant advocates requesting termination as a reasonable accommodation for disabled tenants.

MINN. STAT. SECTION 504B.144 - Early Renewal of Lease. Landlords cannot require a tenant to renew a lease with a notice longer than 6 months before the end of the lease term.

MINN. STAT. SECTION 504B.135B ELIMINATED. The law eliminates the landlord's right to give a 14-day notice to quit for month-to-month tenants who owe rent.

Gender Identity. The Minnesota Human Rights Act was amended to add gender identity as a protected class.

If you have further questions, please feel free to call the office and ask for any of the attorneys to assist, 612-340-9855.

Thanks,

Doug, Donna Robb, Chris and Peter