

LANDLORDS AND TENANTS

Rights and Responsibilities



From the Office of the
Minnesota Attorney General

helping people afford their lives and live with dignity, safety, and respect

Certain rights and duties apply to landlords and tenants everywhere in Minnesota. This handbook attempts to explain those rights. It should not be considered legal advice to use in resolving specific landlord-tenant problems or questions. It is a summary of the laws that govern the landlord-tenant relationship. When references are provided, they are signaled or noted by a number at the end of the sentence. If a cite does not appear, the information is likely from common law or case law.

Tenants in federal housing and other forms of subsidized housing have additional rights under federal law not covered in this handbook. Those tenants should check their leases for information.

Minnesota Statutes § 504B.181, subd. 2(b) requires landlords to notify residential tenants that this handbook is available to them.

This brochure is intended to be used as a source for general information and is not provided as legal advice.

Landlords and Tenants: Rights and Responsibilities is written and published by the Minnesota Attorney General's Office as required by Minnesota Statutes § 504B.275 (2024).

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Office of Minnesota Attorney General Keith Ellison
445 Minnesota Street, Suite 600, St. Paul, MN 55101
(651) 296-3353 (Twin Cities Calling Area)
(800) 657-3787 (Outside the Twin Cities)
(800) 627-3529 (Minnesota Relay)
www.ag.state.mn.us

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Entering into a Lease

According to Minnesota law, when the owner of a home agrees to give to someone else the temporary use of that place in exchange for money or services then the two have entered into a legally binding rental contract called a “lease.” Leases are usually written but an oral lease can also be valid. Leases can set out some of the rules for the tenant and landlord to follow, but the law also sets out some rules that must be followed even if they are not in the lease or even if the lease is different than the law. This publication describes what the law requires of both landlords and tenants and also describes some terms that are in typical leases.

Inspecting the Unit Before Signing a Lease

It is a good idea to tour a home before you agree to rent it. Prospective tenants may want to inspect the condition of the home, like the appliances, the electrical system, the plumbing, heating, and lights. Many cities in Minnesota require landlords to get licenses for their rental apartments. In these cities, landlords who rent out an unlicensed apartment cannot ask for or accept rent. Prospective tenants and landlords should check with their local government authorities to determine if the home needs to be licensed and whether a license was issued for the home. Applicants have additional protections that are discussed on page 10.

Screening Fees and Pre-Lease Fees

Many landlords will “screen” prospective tenants and charge a fee to do so. Landlords that charge a screening fee must follow the following Minnesota laws:

If a landlord accepts an applicant screening fee from a prospective tenant, the landlord must:

1. Disclose in writing prior to accepting the applicant screening fee:
 - a. The name, address, and telephone number of the tenant screening service the landlord will use, unless the landlord does not use a tenant screening service; and
 - b. The criteria on which the decision to rent to the prospective tenant will be based; and
2. Notify the applicant within 14 days of rejecting a rental application, identifying the criteria the applicant failed to meet.¹

A landlord may not:

1. Charge a screening fee when the landlord knows or should have known that no rental unit is available at that time or will be available within a reasonable future time; or
2. Charge a screening fee until all prior applicants have either been screened and rejected, or offered the unit and the applicant declined to enter into a rental agreement.²

A landlord must return the applicant screening fee if:

1. The applicant is rejected for any reason not listed in the required disclosed criteria; or
2. A prior applicant is offered the unit and agrees to enter into a rental agreement.

1 Minn. Stat. § 504B.173, subd. 3 (2024).

2 Minn. Stat. § 504B.173, subd. 1 (2024).

If the landlord does not perform a personal reference check or does not obtain a consumer credit report or tenant screening report, the landlord must return any amount of the applicant screening fee that is not used for these purposes.³ If a landlord violates this law, the applicant can sue for the applicant screening fee plus a civil penalty of up to \$100, civil court filing costs, and reasonable attorney fees. A prospective tenant who provides materially false information on the application or omits material information requested is liable to the landlord for damages, plus a civil penalty of up to \$500, civil court costs, and reasonable attorney fees.⁴

No landlord may deny a rental application based on a pending eviction action, any court file that is not public, has been expunged, or has been destroyed, or any eviction action that has not resulted in a writ of recovery of premises and order to vacate.⁵ Additionally, a landlord must not deny a rental application solely because the prospective tenant provided an individual taxpayer identification number (ITIN) instead of a social security number (SSN).⁶

Landlords can also charge pre-lease deposits to hold a unit. These deposits are required to be in writing and the document must completely explain when the money will be retained or returned. A landlord who violates this statute is liable for the amount of the deposit plus one-half that amount as a penalty. If the landlord and the prospective tenant enter into a rental agreement, the pre-lease deposit must be applied to the tenant's security deposit or rent.⁷

Residential Tenant Reports

A "Residential Tenant Report" is defined by Minnesota law as a written, oral, or other communication by a residential tenant screening service that includes information about an individual's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or lifestyle and that is collected, used, or expected to be used to approve or deny a tenancy.⁸

If a residential tenant screening service includes information from a court file on an individual in a residential tenant report, the report must provide the full name and date of birth of the individual in any case where the court file includes the individual's full name and date of birth, and the outcome of the court proceeding must be accurately recorded in the residential tenant report including the specific basis of the court's decision, when available. Starting in 2025, residential tenant screening services must verify the accuracy of files by doing a court records search no more than 24 hours before issuing a tenant screening report.⁹

Any person injured by a violation of the state law on tenant screening agencies can sue for the greater of \$1,000 or actual damages, together with costs and disbursements, including costs of investigation and reasonable attorney fees, and receive other relief as determined by the court.¹⁰

3 Minn. Stat. § 504B.173, subd. 2 (2024).

4 Minn. Stat. § 504B.173, subd. 4 (2024).

5 Minn. Stat. § 504B.173, subd. 3(a) (2024).

6 Minn. Stat. § 504B.117 (2024).

7 Minn. Stat. § 504B.175 (2024).

8 Minn. Stat. § 504B.235, subd. 3 (2024).

9 Minn. Stat. § 504B.241 (2024).

10 Minn. Stat. § 504B.245 (2024).

The federal “Fair Credit Reporting Act”¹¹ also governs tenant-screening reports.¹² Agencies that compile tenant reports are called a “Residential Tenant Screening Service.” This term applies to anyone who regularly gathers, stores, or shares information about tenants or assembles tenant reports for a fee or on a cooperative nonprofit basis.¹³

The law requires tenant screening services to disclose to tenants upon request:

1. All information in the individual’s file at the time of the request.
2. The sources of the information.
3. A list of all people who received a copy of the report in the past year.
4. A statement of the tenant’s rights regarding these reports.¹⁴

Upon furnishing proper identification (photo ID, date of birth, Social Security number, etc.), individuals may get a copy of their report by mail, electronic means, phone, in person, or any other means available to the screening agency.¹⁵

Under federal law, a copy of a tenant’s report must be given to the tenant without charge if, in the past 60 days, this information was used to deny a rental application or to increase the rent or security deposit of a residential housing unit. A person may also obtain a free copy of the tenant report if the person receives public assistance, intends to apply for employment within the next 60 days, or has reason to believe that his or her file contains inaccurate information due to fraud. Otherwise, the agency may charge a fee of up to \$3 for the report.¹⁶

If a person feels the tenant report is incomplete or inaccurate, the person can require the tenant screening service to reinvestigate and record the current status of the information. If the information is found to be inaccurate, incomplete, or cannot be verified within 30 days, it must be deleted from the tenant’s file. The agency must give the tenant written notice of the resolution of the dispute, and, if information was changed, the tenant can require that notice of the change also be sent to anyone who received the report within the last six months. If the reinvestigation does not resolve the dispute, the tenant may write an “explanation” of the problem to be included in the report.¹⁷ If a landlord uses information in a tenant report to reject an applicant, increase the security deposit, or increase rent of a residential housing unit, the landlord is required to:

1. Provide oral, written, or electronic notice of the adverse action to the tenant;
2. Provide the name, address, and phone number of the screening service that provided the report; and
3. Inform the tenant of the right to obtain a free copy of the report from the screening service.¹⁸

Instead of telling the tenant that a free copy is available from the screening service the landlord could disclose the contents of the report to the tenant directly. A tenant screening service may not prohibit a landlord from doing this.¹⁹

11 15 U.S.C. §§ 1681-1681x (2025).

12 Minn. Stat. § 504B.245 (2024).

13 Minn. Stat. § 504B.235, subd. 4 (2024).

14 15 U.S.C. § 1681g (2025).

15 15 U.S.C. § 1681h (2025).

16 15 U.S.C. § 1681j (2025); Minn. Stat. § 13C.01, subd. 1(a) (2024).

17 15 U.S.C. § 1681i (2025).

18 15 U.S.C. § 1681m (2025).

19 15 U.S.C. § 1681e (2025).

Some landlords will be willing to work with prospective tenants with a bad credit rating or rental history if the tenant will assure them that they will get paid. One option is to have someone co-sign the lease. Religious leaders and community leaders might be willing to act as references and talk to a prospective landlord on a tenant's behalf.

Security Deposits

Landlords usually require tenants to pay a security deposit before moving in (sometimes called a "damage deposit"). This is money paid by the tenant and held by the landlord to pay for any damage, beyond ordinary wear and tear, the tenant might do to the rental unit. The landlord can use it to pay for any unpaid rent or any money the tenant owes to the landlord under the lease or another agreement (e.g., water utility bills).²⁰ Tenants are required to pay the last month of rent and a landlord does not have to accept the security deposit in place of the rent.

The exception to the rule is that a tenant may withhold payment of rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period. A mortgage foreclosure redemption period is the time following the sheriff's sale during which the owner of the property can pay the sale price plus interest and certain costs and avoid losing his or her ownership interest in the property. Similarly, a contract for deed cancellation period is the time during which the buyer of property can avoid cancellation by paying the amount due and certain costs.²¹

Security deposits are attached to the individuals who are stated within the lease and are returned to the leaseholder(s) who have remained on the lease until the end of the rental term.

Minnesota law does not set a limit for the amount a landlord may require for a security deposit, but some cities, like Minneapolis, have ordinances that set a limit on the amount of a security deposit.²² A landlord can increase the amount of the security deposit at any time during a "periodic tenancy" (a rental agreement in which no final date is mentioned), but only if the tenant is given proper advance written notice. Generally, this notice period is one rental period plus a day. (See page 8 for an explanation of "periodic leases.")

If the deposit amount is stated in the rental agreement and the rental agreement has a definite ending date, no changes in the deposit can be made unless both parties agree to the changes. At the end of the tenancy, the landlord must return the deposit to the tenant with 1 percent interest calculated as simple non-compounded interest.²³ The landlord may deduct the amount necessary to repair any damage done to the unit by the tenant (beyond ordinary wear and tear) or to pay off other debts related to the tenancy, including any unpaid rent.²⁴ (See page 25 for landlord and tenant rights in the refund of security deposits.)

20 Minn. Stat. § 504B.178, subd. 3(b) (2024).

21 Minn. Stat. § 504B.178, subd. 8 (2024).

22 Mpls. Code of Ord., tit. 12, art. XVI, § 244.2040 (restricting security deposit amount and providing for payment by installments).

23 Minn. Stat. § 504B.178, subd. 2 (2024).

24 Minn. Stat. § 504B.178, subd. 3(b) (2024).

Construction Delays

Beginning January 1, 2025, if rental housing is under construction but the landlord learns that it will not be ready by the move-in date in the lease, 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 can move into the unit; 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.²⁵

If a tenant chooses options (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. Tenants choosing options (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. The law does not allow waiver of these rights.

If a landlord violates this law, the tenant can sue the landlord, including a lockout lawsuit (discussed on page 33), and ask for:

1. three-times the damages or \$500, whichever is greater, and reasonable attorney's fees, or
2. the greater of one month's rent, \$1,000, or actual damages, plus reasonable attorney fees and court costs.

The Lease

A lease is an agreement between a tenant and a landlord setting the terms of the tenancy. A lease can be either a signed, written document or an oral agreement. However, if a lease is for a year or more, it must be in writing.²⁶ If a building contains 12 or more residential units, the owner must use a written lease.²⁷ An owner who fails to provide a written lease as required is guilty of a petty misdemeanor. If there are fewer than 12 residential units, the owner may use an oral agreement without violating the law. Landlords may ask for the tenant's full name and date of birth on the lease or application²⁸. A landlord must provide on a rental application the option for a prospective tenant to submit an individual taxpayer identification number (ITIN) or a Social Security number (SSN). A landlord must not deny a rental application solely because the prospective tenant provided an ITIN.²⁹

Any tenant with a written lease must be given a copy of the written lease.³⁰ If legal action is taken to enforce a written lease (except for the nonpayment of rent, disturbing the peace, malicious destruction of property, or illegal

25 Minn. Stat. § 504B.153 (2024).

26 Minn. Stat. § 513.05 (2025).

27 Minn. Stat. § 504B.111 (2024).

28 Minn. Stat. § 504B.111 (2024).

29 Minn. Stat. § 504B.117 (2024).

30 Minn. Stat. § 504B.115, subd. 1 (2024).

activities; see page 32 for an explanation of “illegal activities”), it is a defense for the tenant to show that the landlord did not give the tenant a copy of the written lease. The landlord can argue against this defense by showing that the tenant had actual knowledge of the terms of the lease.³¹

A written lease for a residential unit must identify the lease start date and lease end date. If the lease requires the tenant to move in or out of the residential unit on a date other than the first or last day of the month, and the rent is prorated, then the lease must indicate the amount of the prorated rent for the relevant months.³²

If the lease allows the landlord to recover attorney fees in an action between the landlord and tenant, the tenant is also entitled to recover attorney fees (or costs) in the same situations. This is effective for leases entered into on or after August 1, 2011, and for leases renewed on or after August 1, 2012.³³

If a tenant builds or buys a home, changes jobs, or has health problems that require relocation, a tenant does not have a legal right to get out of a lease, unless the lease itself contains other provisions which allow a tenant to break the lease or the landlord agrees to release the tenant from the terms of the lease.

If a tenant dies, the landlord or “personal representative” of a tenant’s estate may terminate the lease with two full months’ written notice.³⁴ A tenant may vacate a unit if it becomes condemned (see page 20). In certain circumstances, a tenant called to duty in the armed forces can give 30 days’ notice.³⁵ Military service members/tenants should contact their Judge Advocate General Office for information.

There are two kinds of leases and the laws are different for each:

1. The periodic lease (generally a month-to-month tenancy).³⁶
2. The lease for a definite term (a rental agreement specifying a definite rental period, generally six months or a year).

Periodic Leases

If there is nothing mentioned about the length of the tenancy in the rental agreement, the lease is periodic. This means the rental period runs from one rent payment to the next. For example, if the rent is due once a month on the first of every month, the rental period runs from that day through the day before the next rent payment. In this case, that would be on the last day of each month.

A periodic tenancy is continued until it is ended by either the landlord or the tenant. The person ending the tenancy must give the other party proper notice in writing.³⁷ If the lease does not state a notice requirement, state law requires that written notice be given one full rental period plus one day before the tenancy ends. If the lease has no rent or if the interval between rent payments is at least three months, the notice must be a three-month notice.³⁸ For

31 Minn. Stat. § 504B.115, subd. 2 (2024).

32 Minn. Stat. § 504B.146 (2024).

33 Minn. Stat. § 504B.172 (2024).

34 Minn. Stat. § 504B.265 (2024).

35 50 U.S.C. § 3955(d) (2025).

36 Minn. Stat. § 504B.001, subd. 13 (2024).

37 Minn. Stat. § 504B.135 (2024).

38 Minn. Stat. § 504B.135 (2024); *Oesterreicher v. Robertson*, 245 N.W. 825, 501 (Minn. 1932).

example, a tenant with a month-to-month tenancy who wishes to leave at the end of June would have to give written notice no later than May 31. (See page 22 for a more complete explanation of proper notice.)

Definite Term Leases

If the lease states how long the tenancy will last (usually six months or a year), the agreement is a definite term lease. This type of lease is usually in writing. (If the lease is for more than a year or will end more than a year after it is formed, it must be in writing.) Definite term leases generally state what kind of notice is required to end the tenancy. Definite term leases may have automatic renewal clauses, discussed on page 23. If there is no notice requirement, the tenancy ends on the day the lease says it does, unless the landlord and tenant agree (preferably in writing) to some other kind of arrangement. If the tenant continues to pay rent and the landlord accepts the rent after expiration of the lease, the lease continues as a month-to-month lease.³⁹

Length Restrictions for Some Leases

If an owner has received notice of a contract for deed cancellation, mortgage foreclosure sale, or a summons and complaint to foreclosure by action, generally the owner may not enter into a long-term lease with a tenant until one of several events happens: the contract for deed is reinstated or paid in full, payments under the mortgage are caught up, the mortgage is reinstated or paid off, or a receiver is appointed for the property. Instead, the owner or landlord may enter into a periodic tenancy lease with a term of two months or the time remaining in the owner's contract for deed cancellation or mortgage foreclosure redemption period, whichever is less, or a definite term lease with a term not extending beyond the cancellation or redemption period.⁴⁰ The owner must notify a prospective tenant of the notice of contract for deed cancellation or notice of mortgage foreclosure sale prior to entering into a lease or accepting any rent or a security deposit.⁴¹

A longer term lease is permitted if the party holding the mortgage on the property, the seller under the contract for deed, or the purchaser at the sheriff's sale, whichever is applicable, agrees not to terminate the lease (except in the case of lease violations) for at least one year. The lease cannot require the tenant to prepay any rent which would be due after the expiration of the cancellation or redemption period. The contract for deed seller or purchaser at the sheriff's sale must provide written notice to the tenant of the expiration of the cancellation or redemption period and the tenant is then obligated to pay rent to the seller or purchaser as his or her new landlord.⁴²

Sale of the Building

If the landlord sells the house or apartment (as opposed to foreclosure by a bank), the lease transfers to the new owner (buyer) who becomes the landlord.⁴³ The new landlord must follow the lease that existed between the old landlord and the tenant unless both parties agree to change it.⁴⁴

39 Minn. Stat. § 504B.141 (2024); *Mid Continent Management Corporation v. Donnelly*, 372 N.W.2d 814 (Minn. App. 1985).

40 Minn. Stat. § 504B.151, subd. 1 (2024).

41 Minn. Stat. § 504B.151, subd. 1(b) (2024).

42 Minn. Stat. § 504B.151, subds. 2 and 3 (2024).

43 *Fisher v. Heller*, 219 N.W. 79, 80 (Minn. 1928).

44 *Glidden v. Second Avenue Investment Co.*, 147 N.W. 658 (1914).

Required Disclosures to the Tenant

Landlords are required to disclose certain information to prospective tenants so that they can make an informed decision about what home to rent. Some of the required disclosures are about the costs to rent the home and others are about repair issues.

Cost disclosures

Landlords must disclose the full cost of renting a home by including all mandatory fees and charges a tenant will pay. These disclosures have to appear in both their advertisements and in the lease:⁴⁵

1. Advertisements that display a rent amount must also display the nonoptional fees (like administrative fees, etc.);
2. Leases must include the total of the nonoptional fees and the monthly rent on the first page and must be described as the “Total Monthly Payment”; and
3. Landlords must disclose whether utilities are included in the rent in both the lease and in advertisements.

Landlords who violate this law are liable to the tenant for treble damages and attorney fees.

Foreclosure disclosures

An additional disclosure tenants must receive under Minnesota law occurs when landlords may lose the unit they are renting. A landlord must disclose to prospective tenants when the landlord has received a notice of contract for deed cancellation or notice of mortgage foreclosure prior to entering into a lease with a tenant or accepting payment of rent or a security deposit. In addition, a bank which forecloses on a landlord’s property generally must provide a foreclosure advice notice to a tenant at the same time it serves the landlord with a notice of sale or a summons and complaint to foreclose by action. A bank may be liable to the tenant for \$500 if it violates this statute.⁴⁶

Health and Safety disclosures

If a health inspector has issued a citation to a landlord finding that the home has code violations that could threaten the health or safety of tenants, then the landlord must give a copy to prospective tenants before they pay a deposit or sign a lease.⁴⁷ This way tenants are informed about possible safety issues before agreeing to rent a home.

If the inspector orders the landlord to make repairs for code violations that do not threaten the health and safety of tenants, the landlord must post a summary of the inspection order in an obvious place in each building affected by the inspection order. The landlord must also post a notice that the inspection order is available for review by tenants and prospective tenants.⁴⁸

A landlord has not violated these requirements if the housing inspector has not issued a citation, the landlord has received only an initial order to make repairs, the time allowed to finish the repairs has not run out, or less than 60 days has passed since the deadline for making the repairs.⁴⁹

45 Minn. Stat. § 504B.120 (2024).

46 Minn. Stat. § 504B.151, subd. 1(d) (2024).

47 Minn. Stat. § 504B.195, subd. 1(a) (2024).

48 Minn. Stat. § 504B.195, subd. 1(b) (2024).

49 Minn. Stat. § 504B.195, subd. 3 (2024).

Additionally, landlords who rent units built before 1978 must disclose all known lead-based paint and lead-based paint hazards in the unit. Before 1978, homes were commonly built or repaired with paint that contained lead, which is a serious health hazard if paint chips or paint dust gets into tenants' bodies (see page 20 for more information about lead-based paint). All landlords who rent units built prior to 1978, even those who do not know if the home has lead-based paint, are required to give tenants the EPA's pamphlet "Protect Your Family from Lead in Your Home."⁵⁰

Utility billing disclosures

The lease must state who is responsible for paying which utility bills.⁵¹ In some cases, the landlord pays for the utilities, like heat, electricity, and water. Sometimes the tenant is responsible for these bills by paying the landlord or the utility company directly. Either way, who pays which utilities must be spelled out in the lease. Information about apportioned utilities is on page 13 and utility shut-off information is on page 34.

Move-in Inspection

Tenants have a right to request a move-in inspection and landlords must notify tenants of that right at the start of tenancy or within 14 days after move-in. Landlords will be required to inspect the unit at the tenant's request, for the purposes of identifying existing repair problems in order to avoid amounts being taken out of the security deposit at the end of the tenancy.⁵² Identifying problems at the beginning of the tenancy will help determine whether the tenant caused any damage through willful, malicious, or irresponsible conduct (which may result in deductions from the security deposit) or whether the damage was preexisting (which the landlord must cover). Move-out inspections are covered on page 25.

During the Tenancy

The Rent

Payments

The amount of rent, the date it is due, and any grace period are set by the lease. If a tenant does not pay the full rent by the due date the landlord may start the process of taking legal action in court to evict the tenant, although most landlords will wait until after the grace period, if any, in the lease. Landlords cannot file an eviction action in court for non-payment of rent unless they first give the tenant a detailed written notice giving the tenant 14 days to pay before the landlord can file the eviction.⁵³ (See page 28 for an explanation of eviction proceedings.)

When an apartment is rented to a group of individuals who will live as roommates, 100 percent of the rent is due from the unit. Typically, roommates come to an agreement to split the rent, but the full amount of rent is still due, even if a roommate moves out while the lease is still in effect. For example, two people agree to share a unit

50 42 U.S.C. §§ 4851-4856 (2025).

51 Minn. Stat. § 504B.120, subd. 1 (2024).

52 Minn. Stat. § 504B.182, subd. 1 (2024).

53 Minn. Stat. § 50B.321, subd. 1a. (2024).

and split the monthly rental cost 50/50. Unless the landlord agrees otherwise, if one roommate moves out before the lease ends, the remaining roommate will still have to pay 100 percent of the rent.

When a lease term ends on a date before the last day of the final month, the amount of rent to be paid for the final month must be prorated at the average daily rate so that the tenant only pays for the actual number of days that occupancy is allowed.⁵⁴ This law applies to all leases even if it requires that the last month of rent is paid in advance. Neither the landlord nor the tenant can waive this protection.⁵⁵

If one or more tenants move out before the lease term ends, they are still responsible for paying the rent for the full term (if the lease is definite term) or for the full rental period (if it is a periodic lease). The landlord may also allow a new tenant to pick up the balance of the lease (known as a sublease).

A landlord receiving rent or other payments (like utility payments) from a tenant in cash must provide a written receipt for payment immediately upon receipt if the payment is made in person or within three business days if payment in cash is not made in person.⁵⁶

Late Fees

The rent must be paid on the date it is due. If the rent is paid after the due date, a tenant can be charged a late fee but only if the tenant and landlord have agreed in writing that a late fee may be charged.⁵⁷ The written agreement must state when the late fee will be charged; many landlords provide a grace period before imposing the late fee. The law limits late fees to a maximum of eight percent of the unpaid rent amount. In subsidized housing, the late fee is limited to eight percent of the tenant's rent portion.⁵⁸

How to Calculate a Late Fee

The following example shows how to calculate late fees under Minnesota law.

If a tenant and landlord agree in writing that a 5% late fee will be charged after the 1st of the month **AND** the tenant only pays \$400 of their \$500 monthly rent on the 1st, then their unpaid rent amount is \$100. On the second of the month the landlord is allowed to charge the tenant a \$5 late fee.

The math looks like this: $(\$500 - \$400) \times .05 = \$5.00$.

Raising the Rent

Under a periodic tenancy, a landlord cannot raise the rent unless the landlord gives proper written notice. Proper notice is one rental period plus one day. (See page 22 for an explanation of proper notice.) During a definite term lease, rent cannot be raised during the term unless the lease allows for an increase.

54 Minn. Stat. § 504B.116 (a) (2024).

55 Minn. Stat. § 504B.116 (a) (2024).

56 Minn. Stat. § 504B.118 (2024).

57 Minn. Stat. § 504B.177 (2024).

58 Minn. Stat. § 504B.177 (2024).

Apportioned Utilities

Some buildings with multiple units have individual meters for each unit's utilities. Tenants in buildings with only one meter for the whole building can be charged for their portion (a practice called "apportionment") of the utilities (other than electricity, which cannot be apportioned). If a landlord apportions natural gas, water, or sewer service then it must comply with several rules.⁵⁹ For example, starting on January 1, 2025, leases must disclose detailed information about how the monthly utility bill will be calculated each month. The landlord must also provide a copy of the actual utility bill for the building if the tenant asks for it. And the landlord must have copies available to the tenant of the building's utility bills for the last two years or from the time the landlord bought the building, whichever is more recent, if the tenant was charged an apportioned utility.

If a landlord bills tenants for apportioned utilities then it cannot include in the charge the utilities used in common areas in the buildings, in vacant units, or in spaces only used by the landlord like an office.⁶⁰ Also, landlords can charge⁶¹ an administrative billing fee of no more than \$8 per month and they can charge no more than \$5 in late fees each month⁶² and the fees cannot be compounded. Landlords must provide the tenant with a disclosure about how to get help if they fall behind on payments and how billing disputes can be resolved through a government agency⁶³ call the Public Utilities Commission ("PUC").

By September 30th of each year, a landlord with a single-metered residential building who bills for gas or electricity must inform tenants in writing of the possible availability of energy assistance from low-income home energy assistance programs. This notice must include the toll-free telephone number of the home energy assistance program.⁶⁴

If a landlord violates this law, it is considered a violation of the landlord's duty to keep the property fit for its intended use.⁶⁵ (See page 15 for a description of tenant remedies.) The law does not govern how tenants occupying a unit, such as roommates, divide utility charges between themselves. Landlords are not allowed to interrupt or causes the interruption of utility services and if they do, the tenant may recover from the landlord triple damages or \$500, whichever is greater, plus reasonable attorney's fees.

Tenant's Right to Privacy

Generally, a landlord may only enter a tenant's unit for a "reasonable business purpose" and after providing at least 24 hours advance notice of the intended entry; and unless both the tenant and landlord agree otherwise, the landlord is limited to entering between the hours of 8:00 AM and 8:00 PM⁶⁶. If a landlord violates this law, the tenant

59 Minn. Stat. § 504B.216, subds. 5-10 (2024).

60 Minn. Stat. § 504B.216, subd. 6(c) and subd. 7(c) (2024).

61 Minn. Stat. § 504B.216, subd. 8 (2024).

62 Minn. Stat. § 504B.216, subd. 9 (2024).

63 Minn. Stat. § 504B.216, subd. 10 (2024).

64 Minn. Stat. § 504B.216, subd. 15 (2024).

65 Minn. Stat. § 504B.216, subd. 16 (2024).

66 Minn. Stat. § 504B.211, subd. 2 (2024).

can take the landlord to court to break the lease, recover the damage deposit, receive a civil penalty of up to \$500 per violation, and reasonable attorney fees.⁶⁷

Examples of a reasonable business purpose include:

1. Showing the unit to prospective tenants.⁶⁸
2. Showing the unit to a prospective buyer or insurance agent.⁶⁹
3. Performing maintenance work.⁷⁰
4. Showing the unit to state, county, or local officials (i.e., fire, housing, health, or building inspectors) inspecting the property.⁷¹
5. Checking on a tenant causing a disturbance within the unit.⁷²
6. Checking on a tenant the landlord believes is violating the lease.⁷³
7. Performing housekeeping work in a senior housing unit. A senior housing unit is a building where 80 percent of the tenants are age 55 or older.⁷⁴
8. Checking to see if a person is staying in the unit who has not signed the lease.⁷⁵
9. Checking the unit when a tenant moves out.⁷⁶

A tenant's right to prior notice may not be waived in any residential lease.⁷⁷ However, the landlord may enter the unit without giving prior notice in the following situations:

1. When immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement.⁷⁸
2. When immediate entry is necessary to determine a tenant's safety.⁷⁹
3. When immediate entry is necessary to comply with state law or local ordinances.⁸⁰

If a landlord enters without giving prior notice and the tenant is not home, the landlord must give written notice to the tenant.⁸¹ If the landlord violates this law, the tenant may recover up to \$500 per violation in court.⁸²

Additionally, a landlord can no longer prohibit tenants from possessing cannabis in their home. However, the landlord may still prohibit smoking or vaping.⁸³

67 Minn. Stat. § 504B.211, subd. 6 (2024).

68 Minn. Stat. § 504B.211, subd. 3(1) (2024).

69 Minn. Stat. § 504B.211, subd. 3(2) (2024).

70 Minn. Stat. § 504B.211, subd. 3(3) (2024).

71 Minn. Stat. § 504B.211, subd. 3(4) (2024).

72 Minn. Stat. § 504B.211, subd. 3(5) (2024).

73 Minn. Stat. § 504B.211, subd. 3(6) (2024).

74 Minn. Stat. § 504B.211, subd. 3(7) (2024).

75 Minn. Stat. § 504B.211, subd. 3(8) (2024).

76 Minn. Stat. § 504B.211, subd. 3(9) (2024).

77 Minn. Stat. § 504B.211, subd. 2 (2024).

78 Minn. Stat. § 504B.211, subd. 4(1) (2024).

79 Minn. Stat. § 504B.211, subd. 4(2) (2024).

80 Minn. Stat. § 504B.211, subd. 4(3) (2024).

81 Minn. Stat. § 504B.211, subd. 5 (2024).

82 Minn. Stat. § 504B.211, subd. 6 (2024), amended by 2023 Minn. Sess. Law Serv. Ch. 52 (S.F. 2909).

83 Minn. Stat. § 504B.171, subd. 1(c) (2024).

Tenants May Seek Police and Emergency Assistance

A landlord cannot evict, penalize, or limit a tenant's right to call the police or call for emergency assistance in response to a domestic incident or any other situation, and mental health or health crises.⁸⁴ Any lease provision that limits this right is illegal and void⁸⁵ and a tenant may sue a landlord for \$250 or actual damages, whichever is greater, and reasonable attorney's fees for violations of this law.⁸⁶ But this law does not prevent a landlord from taking appropriate action against a tenant for breach of lease, disturbing the peace and quiet of other tenants, damage to property, disorderly conduct, etc.⁸⁷

Additionally, while no municipality may require eviction of a tenant or otherwise charge or penalize a landlord for a tenant's use of police or emergency assistance, this law does not preclude local ordinances from penalizing landlords for failure to abate nuisances or disorderly conduct on rental property.⁸⁸

Repairs and Maintenance

According to Minnesota law, the landlord is responsible for keeping the unit in reasonable repair.⁸⁹ This requirement (called a "covenant") cannot be waived by a tenant, meaning that even if the lease says that the tenant must perform maintenance or repairs it is not enforceable. Reasonable repair means that the landlord complies with local, state, and federal health and safety laws. It also means that landlords must do the following:

1. Ensure that both the rental unit and common areas (like hallways) are fit for the use intended by the parties;
2. Make the building reasonably energy efficient (to the extent that energy savings will exceed the costs of upgrading the unit's efficiency);
3. Supply heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30;
4. Exterminate insects, rodents, and other pests in the building.

Some repairs or maintenance duties (like yard work) can become the duty of the tenant only if:

1. Both parties agree in writing that the tenant will do the work; and
2. The tenant receives adequate consideration (payment), either by a reduction in rent or direct payment from the landlord.

Repair Problems and Housing Law Violations

Tenants who need a repair should notify their landlord in writing and keep a copy for their records. If the tenant has trouble getting the landlord to make necessary repairs in the unit, the tenant may try one or more of the following:

1. File a complaint with the local housing, health, energy or fire inspector—if there is one—and ask that the unit be inspected. If there is no city inspector for the community, write the landlord and request repairs within 14 days. If the landlord fails to make such repairs, the tenant may file a rent escrow action.
2. Place the full rent in escrow with the court, and ask the court to order the landlord to make repairs.

84 Minn. Stat. § 504B.205, subd. 2 (2024).

85 Minn. Stat. § 504B.205, subd. 2 (2024).

86 Minn. Stat. § 504B.205, subd. 5 (2024).

87 Minn. Stat. § 504B.205, subd. 4 (2024).

88 Minn. Stat. § 504B.205, subd. 3 (2024).

89 Minn. Stat. § 504B.161 (2024).

3. Sue the landlord in district court under the Tenant's Remedies Act.
4. Sue in conciliation court or district court for rent abatement (this is the return of part of the rent, or, in extreme cases, all of the rent).
5. Use the landlord's failure to make necessary repairs as a defense to either the landlord's Eviction Action based on nonpayment of rent or the landlord's lawsuit for unpaid rent. (See page 15 for a further explanation of defenses a tenant may use.)

Let's examine these one at a time:

Calling an Inspector

If a landlord will not fix a repair problem, a state, county, or local department or authority can be called by the tenant. If the inspector finds code violations in the unit, the inspector will give the landlord a certain amount of time to fix them. If the landlord does not make the fixes, the state, county, or local department or authority has the authority to serve a summons on the landlord to appear in court.⁹⁰

A landlord may not retaliate by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector. (See page 33 for more information about retaliation.)⁹¹

Rent Escrow Action

A Rent Escrow Action is an easier court procedure that allows a tenant to seek relief for housing violations on their own without help from an attorney. Rent escrow cases are not limited to repair problems. Tenants can file rent escrow cases for any violations of the tenancy laws in Chapter 504B or federal, state, county, or city discrimination laws. Tenants may place rent in an escrow account when a landlord will not correct housing law violations, including when the landlord does not make needed repairs. Under the rent escrow law, tenants can pay their rent to the court administrator rather than to the landlord and ask the court to order the landlord to make repairs and correct other housing law violations.⁹² A tenant may wish to speak with a private attorney or Legal Aid attorney for advice before proceeding.

The following are the rules and procedures for rent escrow that must be strictly followed: The first step is to either contact the housing inspector or notify the landlord in writing about the violation. As stated earlier, the housing inspector can order the landlord to make repairs if there are violations of the housing code.⁹³ It is important to contact the inspector and get a copy of the order. If the repairs are not made within the time the inspector orders, a tenant can deposit rent with the court administrator along with a copy of the notice of code violation.⁹⁴

Even if there is no local housing code, Minnesota law says landlords must keep rental property fit to live in and in good repair.⁹⁵ If a landlord has failed to maintain the unit so it is fit to live in, has not kept the unit in good repair, has not complied with state and local health and housing codes, or has violated the landlord and tenant laws or federal,

90 Minn. Stat. § 504B.395, subds. 1(4) and 5 (2024).

91 Minn. Stat. § 504B.441 (2024).

92 Minn. Stat. § 504B.385 (2024).

93 Minn. Stat. § 504B.185 (2024).

94 Minn. Stat. § 504B.385, subds. 1(a) and (b) (2024).

95 Minn. Stat. § 504B.161 (2024).

state, county, or city discrimination laws, the tenant should notify the landlord in writing. It is very important that the tenant keep a copy of this letter. If the problem is not corrected within 14 days, the tenant can deposit the rent payment with the court administrator along with a copy of the letter that was given to the landlord.⁹⁶

A tenant may file a Rent Escrow Action any time after the required notice or inspection orders have expired. To file a Rent Escrow Action, a tenant needs to pay to the court administrator all rent, if any, that is due.⁹⁷ There is a small filing fee, but the administrator can waive the fee if the tenant's income is very low.⁹⁸ The tenant must give the administrator a copy of the inspector's order or the tenant's letter to the landlord. The tenant should estimate how much it will cost to make any repairs. The tenant must also give the administrator the landlord's name and address. A court administrator will provide the tenant with a rent escrow petition form.⁹⁹

Once the rent has been deposited with the court, the court administrator will schedule a hearing. The hearing will take place within 10 to 14 days. In most cases, the court will notify the landlord of the hearing by mail. If fixing the housing law violation will cost more than the conciliation court limit, however, then personal service is required. Someone other than the tenant must give the hearing notice to the landlord.¹⁰⁰ The landlord can take legal action to evict the tenant if the tenant does not deposit the full amount of rent in escrow with the court administrator.¹⁰¹

After the hearing, if the tenant proves that a violation exists, the judge may do any of the following:

1. Order the landlord to fix the problem.¹⁰²
2. Allow the tenant to make the repairs and deduct the cost from the rent.¹⁰³
3. Appoint an administrator to collect rent and order repairs.¹⁰⁴
4. Return all, none, or part of the rent to the tenant.¹⁰⁵
5. Order that future rent be paid to the court, that the rent be abated (eliminated or reduced) until repairs are made, or that part of the rent be abated or refunded.¹⁰⁶
6. Fine the landlord.¹⁰⁷

If the tenant does not prove that there is a housing law violation or if the tenant does not deposit the full amount of rent with the court, then the money and deposit will be given to the landlord.¹⁰⁸

96 Minn. Stat. § 504B.385, subd. 1(c) (2024).

97 Minn. Stat. § 504B.385, subd. 1(d) (2024).

98 Minn. Stat. § 563.01 (2024).

99 Minn. Stat. § 504B.385, subd. 5 (2024).

100 Minn. Stat. § 504B.385, subd. 5(d) (2024).

101 Minn. Stat. § 504B.385, subd. 2 (2024).

102 Minn. Stat. § 504B.425(b) (2024).

103 Minn. Stat. § 504B.425(c) (2024).

104 Minn. Stat. § 504B.425(d) (2024).

105 Minn. Stat. § 504B.385, subd. 9 (2024).

106 Minn. Stat. § 504B.385, subd. 9 (2024).

107 Minn. Stat. § 504B.385, subd. 9 (2024).

108 Minn. Stat. § 504B.385, subd. 10 (2024).

A tenant must follow the other terms of the lease while paying rent into escrow. According to Minnesota law, a tenant's rent escrow rights and remedies may not be waived or modified by any oral or written lease or other agreement.¹⁰⁹

Tenant Remedies Action

In a Tenant Remedies Action, a tenant, code-enforcement entity, or tenant organization can sue for the same items as in a Rent Escrow Action:

1. A housing law violation.¹¹⁰
2. A violation of the landlord's obligation to keep the rental unit in reasonable repair.¹¹¹
3. A violation of any federal, state, county, or city laws protecting tenants from discrimination.¹¹²

A Tenant Remedies Action has more complicated procedures than a Rent Escrow Action. Some non-profits can bring a Tenant Remedies Action on behalf of a whole building's tenants.

Before going to court under this act, a tenant should talk to the landlord about the needed correction of violations of the law and try to get the landlord to correct them. If the landlord does not correct the repairs within a reasonable time, the tenant should:

1. Notify the local housing, health, energy, or fire inspector (if there is one).¹¹³
2. Get a written copy of the inspector's report. This will describe the problem and allow the landlord a certain number of days to repair it. If no inspector has been used, the tenant must inform the landlord in writing of the repair problem at least 14 days before filing a lawsuit.¹¹⁴
3. Wait for the required time to pass, and then, if the repair work has not begun or progressed, bring suit in district court.¹¹⁵ In court, the tenant must produce evidence that the problem exists (and should submit a copy of the inspector's report if there is one). The tenant must also explain how the problem can be resolved.¹¹⁶

Court fees in emergency tenant remedies actions and lockout petitions are around \$70. Tenants may still apply for fee waivers from the court if they earn under a certain income level.

Withholding Rent

Some tenants decide to withhold rent if there is a serious repair problem or code violation, but this presents risks to the tenant if the landlord takes the issue to court. A Rent Escrow Action may be preferable to withholding rent.

109 Minn. Stat. § 504B.385, subd. 11 (2024).

110 Minn. Stat. § 504B.001, subd. 14(1) (2024).

111 Minn. Stat. § 504B.001, subd. 14(2) (2024).

112 Minn. Stat. § 504B.001, subd. 14(3) (2024).

113 Minn. Stat. § 504B.185 (2024).

114 Minn. Stat. § 504B.395, subd. 4(1) (2024).

115 Minn. Stat. § 504B.395, subds. 2 and 3 (2024).

116 Minn. Stat. § 504B.395, subd. 6 (2024).

If the tenant chooses to withhold rent, the tenant should follow these steps:

1. Notify the landlord, in writing, of the needed repairs (both parties should keep a copy) and give the landlord a chance to make repairs.¹¹⁷
2. Notify the housing, health, energy, or fire inspector (if there is one) if the landlord does not make the repairs.¹¹⁸
3. Get a written copy of the inspector's report.¹¹⁹
4. Notify the landlord in writing that all or part of the rent will be withheld until the repairs are made.¹²⁰

If a tenant decides to withhold rent, the tenant should be prepared to defend that action in court. It is very likely that the landlord will begin eviction proceedings.¹²¹ The tenant should:

1. Not spend the withheld rent money.
2. Bring the money to court when the tenant is required (summoned) to appear in court.

The judge may order the tenant to deposit the rent as it comes due with the court. However, the judge cannot order the tenant to deposit rent allegedly owed from before the landlord filed the eviction case.¹²² Tenants who fail to follow the judge's order to deposit rent with the court may not have their defenses heard and can be evicted.

If the court decides the tenant's argument is valid, it can do any number of things. It may order the rent to be deposited with the court until the repairs are made, or it may reduce the rent in an amount equal to the extent of the problem.¹²³ On the other hand, if the tenant loses, the tenant will have to pay all the rent withheld, plus court costs. In addition, the case will be reported to a tenant screening service, impacting future credit and tenant screening checks. Therefore, withholding rent may be riskier to the tenant than a Rent Escrow or Tenant Remedies Action.

Defense

A tenant in poorly maintained rental housing can also use the landlord's failure to make necessary repairs as a defense to:

1. The landlord's Eviction Action based on nonpayment of rent.¹²⁴
2. The landlord's lawsuit for unpaid rent. Again, the tenant should be prepared to show that the landlord was notified, knew, or should have known, about the defective conditions, but failed to repair them despite having a reasonable chance to do so.¹²⁵

117 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

118 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

119 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

120 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

121 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

122 Minn. Stat. § 504B.335(e) (2024).

123 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

124 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

125 *Fritz v. Wharthen*, 213 N.W.2d 339 (Minn 1973).

Unlawful Destruction of Property and Alterations

The tenant must not abuse the rental property and must pay for any damage the tenant causes beyond the type of damage that would occur from normal wear and tear on a home. A landlord may sue a tenant for the willful and malicious destruction of residential rental property. The party that wins may recover actual damages, costs, and reasonable attorney's fees, as well as other damages determined by the court.¹²⁶ Ordinarily, a tenant is not allowed to paper or paint walls, resurface floors, dismantle or install permanent fixtures, alter woodwork or carpet, or make other changes without the landlord's permission. Tenants should speak with their landlord before making any alterations.

Lead-Based Paint

Paint with lead in it was banned in 1978, but homes built before then often still have surfaces covered in it. Lead-based paint chips and dust can harm adults and can especially harm children. If a home's paint is disturbed, like when repairs in the unit disturb walls or windows, then the tenants can be exposed to the chips or dust without them knowing, like when lead dust has settled on food or counters, or when children pick up paint chips and put them in their mouths. Lead is especially dangerous to children under the age of 6 because children's brains and nervous systems are more sensitive to the damaging effects of lead and because children's growing bodies absorb more lead than adults. Babies and young children often put their hands and other objects in their mouths, which can have lead-paint dust on them. Tenants who are pregnant or planning to get pregnant should know that lead is also dangerous to a developing fetus. Even exposure to low levels of lead can severely harm fetuses and children and can cause brain damage, learning disabilities, attention-deficit disorders, and decreased intelligence.¹²⁷ Pregnant tenants exposed to lead-paint chips or dust are also more likely to have a miscarriage.

Tenants who rent units built prior to 1978 can often request that a health inspector check their home for lead-paint hazards. Tenants can also find a certified inspector at [epa.gov/lead](http://www.epa.gov/lead). Tenants should talk with their child's doctor about testing for lead with a simple blood test if they rent a unit built prior to 1978. Lead poisoning can be detected and treated if caught soon after exposure to the paint chips or dust.

Uninhabitable or Condemned Buildings

If the tenancy started after a state or local authority condemned or declared the rental property unfit for human habitation, a landlord may not accept rent or a security deposit for that residential rental property. By violating this law, the landlord is liable to the tenant for actual damages and three times the amount of all money collected from the tenant after the date the property is condemned or declared unfit by state or local officials, plus court costs and attorney's fees. Actual damages may include items such as moving expenses, temporary lodging and other costs.¹²⁸ If a building is condemned, a landlord must return the tenant's security deposit within five days after the tenant moves from the building, unless the tenant's willful, malicious or irresponsible conduct caused the condemnation.¹²⁹

126 Minn. Stat. § 504B.165(a) (2024).

127 www.epa.gov/lead/learn-about-lead#effects

128 Minn. Stat. § 504B.204 (2024).

129 Minn. Stat. § 504B.178, subd. 3(a)(2) (2024).

Minnesota law states that if a building is destroyed or becomes uninhabitable or unfit to live in through no fault of the tenant, the tenant may leave the rental unit. In that situation, the tenant is not required to pay any more rent to the landlord.¹³⁰ But if the building has not been condemned a tenant who relies on this law to break a lease may run the risk that a court will not agree that the building was uninhabitable. The tenant may want to consider using the remedies discussed on pages 15-19 rather than to vacate the rental unit without proper notice.

Tenant Organizing and Neighborhood Organizations

Tenant Organizing

As of January 1, 2025, residential tenants 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. Landlords have to let residential tenants and tenant organizers 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.

Landlords are not allowed to prevent tenants or the organizers from organizing activities and landlords are not allowed to retaliate against tenants for participating in organizing activities.¹³¹

Neighborhood Organizations

A neighborhood organization is an incorporated group in a specific geographical area formed to promote community safety, crime prevention, and housing quality in a nondiscriminatory manner. A neighborhood organization can act on behalf of a tenant with the tenant's written permission, or it can act on behalf of all tenants—if the majority of the tenants agree—in a building.¹³²

In most situations, a neighborhood organization acts much like a tenant. A neighborhood organization can:

1. Call for an inspection of a building about which it has zoning concerns.¹³³
2. Take to court the owner of a building in which a housing violation may exist.¹³⁴
3. Take to court the owner of any unoccupied buildings in its area.¹³⁵

130 Minn. Stat. § 504B.131 (2024).

131 Minn. Stat. § 504B.212 (2024)

132 Minn. Stat. § 504B.001, subd. 5 (2024).

133 Minn. Stat. § 504B.185 (2024).

134 Minn. Stat. § 504B.395, subd. 1(2) (2024).

135 Minn. Stat. § 504B.395, subd. 1(3) (2024).

If a violation is found to exist, a judge can rule in favor of the tenant(s) and/or the neighborhood organization. Among other options, the court can order the owner to comply with all housing codes, under the court's jurisdiction, for up to one year. Additionally, the court can rule against the building's owner for reasonable attorney's fees, not to exceed \$500.¹³⁶

The court may appoint a neighborhood organization as the designated administrator for a building as a result of legal action. When this happens, the administrator may collect rent, contract for materials and services to remedy violations, and perform other duties as outlined by the court.¹³⁷

Ending the Tenancy

Proper Notice

When the landlord or tenant ends the tenancy, they must abide by both the terms of the lease and state law. There are different notice requirements for a month-to-month tenancy (periodic lease) and a rental agreement with a definite rental period, generally six months or a year (definite term tenancies).

The landlord may not give a notice to quit the premises or notice of a rent increase that is shorter than the time period the lease provides for the tenant to give notice of an intention to quit the premises.¹³⁸

The tenant may give notice of an intention to quit the premises using either:

1. the time period provided in the lease for the tenant to give a notice of intention to quit the premises; or
2. the time period provided in the lease for the landlord to give a notice to quit the premises or notice of a rent increase.¹³⁹

Landlords must allow tenants who need to move into a medical facility to terminate their lease with two months' notice provided they provide a copy of the doctor's diagnosis of needing a medical facility and proof that they have a plan to move to a specific health-care facility.¹⁴⁰

For Periodic Tenancies

If there is no provision in the lease stating how much advance notice must be given to end the tenancy, the law says that written notice must be received by the other party at least one full rental period before the last day of the tenancy. In other words, the day before the last rent payment is due.¹⁴¹

For example, if a tenant who pays rent on the first day of each month (in a month-to-month periodic tenancy) wishes to leave at the end of June, the tenant must inform the landlord in writing on or before May 31. This is because May 31 is one day before the June rental period begins. In this example, it does not matter what day in June the tenant

136 Minn. Stat. § 504B.425(g) (2024).

137 Minn. Stat. § 504B.425(d) (2024); Minn. Stat. § 504B.445, subd. 4 (2024).

138 Minn. Stat. § 504B.147, subd. 3 (2024).

139 Minn. Stat. § 504B.147, subd. 2 (2024).

140 Minn. Stat. § 504B.266 (2024).

141 Minn. Stat. § 504B.135 (2024); *Oesterreicher v. Robertson*, 245 N.W 825 (Minn. 1932).

actually leaves, the tenant is responsible for the entire month's rent. If the tenant or landlord misses the proper notice deadline—even by a day—the notice is void (no good) and the tenancy continues as if no notice was given.

The effective date of the notice is the date it is received. For example, if the notice is mailed May 31, and not received by the other party until June 1, the notice will not be effective to end the tenancy by June 30. The proper notice provision also applies to the landlord. If the landlord wants to end the tenancy, they must give the tenant advance written notice the day before that last rental period begins. If the landlord misses the deadline, the notice is not effective and the tenancy is automatically extended for another month. The landlord must provide the tenant a second proper, written notice to vacate the rental property at least one day before the last rental period begins.¹⁴²

For Definite Term Tenancies

Generally, steps for ending a definite term tenancy are written into the lease. Tenants with a definite term lease have to pay for the entire term—no matter when they leave—unless the landlord agrees to accept new tenants who would take over the remaining payments. But some term leases have conditions allowing the tenant to “break” the lease. Often in such cases, the tenant is required to pay a “break lease” fee—a sum of money and/or the tenant’s security deposit.

Some definite term leases spell out what kind of notice is needed to end the tenancy when the lease ends. Typically, this is a written notice presented 30 to 60 days before the lease ends. This requirement is often part of an automatic renewal provision. Automatic renewal means if the tenant does not give notice he or she can be held to an additional period of time. For example, one or two months beyond the original term of the lease. Additionally, as of January 1, 2024, landlords cannot force a tenant to renew the lease more than 6 months before the lease is over.¹⁴³

But if the automatic renewal is for an extra two months or more, the landlord must give the tenant written notice and alert the tenant about the automatic renewal provision. If the landlord does not alert the tenant, the automatic renewal provision cannot be enforced. The renewal notice must be given either by personal service or certified mail. It must be received by the tenant 15 to 30 days before the tenant has to give the landlord written notice to vacate.¹⁴⁴ The tenant may not use the security deposit as the last month’s rent, except that the tenant may withhold rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period¹⁴⁵. These terms are defined on page 6.

Holdover Tenants

If there is no condition in the lease about what happens when the lease ends (for example, nothing is said about converting the tenancy to a month-to-month tenancy), the lease simply expires and the tenant becomes a “holdover tenant,” and the lease is renewed on a month-to-month basis.¹⁴⁶ Some leases in rural areas are renewed for a full term. At this point, unless the landlord agrees to continue the tenancy or a new lease is signed, the landlord can start eviction proceedings at any time and without notice. (See pages 28-33 for laws covering eviction.) However,

142 Minn. Stat. § 504B.135 (2024); *Oesterreicher v. Robertson*, 245 N.W 825 (Minn. 1932); *Eastman v. Vetter*, 58 N.W 989 (Minn. 1894).

143 Minn. Stat. § 504B.144 (2024).

144 Minn. Stat. § 504B.145 (2024).

145 Minn. Stat. § 504B.178, subd. 8 (2024).

146 Minn. Stat. § 504B.141 (2024).

once the landlord accepts a rent payment from the tenant after the tenancy term runs out, then the tenancy is automatically renewed for another rental period, and it becomes a periodic (usually month-to-month) tenancy.

Moving Early

If a tenant moves before their lease term ends, a landlord has to make reasonable efforts to re-rent the unit and if they find a new tenant, the tenant who moved out early is not further responsible for rent. If the lease was for a periodic lease, the most rent the tenant is responsible for is the notice period required to end the periodic lease from the date the landlord has notice of moving.¹⁴⁷

Section 8 and Public Housing Programs

Section 8 is a federal rent assistance program that provides rent subsidy payments for low-income families renting privately owned housing. Under Section 8, a monthly rent subsidy payment is made to the owner and the tenant pays about 30 percent of the tenant's income toward rent. For more information on Section 8 and other housing subsidy programs, contact the U.S. Department of Housing and Urban Development, (612) 370-3000, or the local public housing authority listed in the telephone directory.

Tenants in public housing or in the HUD Rental Assistance Demonstration (RAD) Program can have free legal representation if a landlord files an eviction for breaching the lease (but not for non-payment).¹⁴⁸

Right of Victims of Violence to Terminate Lease

A victim of domestic violence, criminal sexual conduct, or stalking who fears imminent violence against the tenant or the tenant's minor children if the tenant or the tenant's minor children remain in the leased premises may terminate a residential lease agreement under certain conditions.

The tenant must provide advance written notice to the landlord stating that:

1. The tenant fears imminent violence from a person named in an order for protection or no contact order, or a writing produced and signed by a court official or city, county, state, or tribal law enforcement;¹⁴⁹ and
2. The tenant needs to terminate the tenancy;¹⁵⁰ and
3. The specific date the tenancy will terminate.¹⁵¹

The law requires that the advance 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 tenant regularly uses to communicate with the landlord, and must include the order for protection, no contact order, or qualified statement. The landlord is prohibited from disclosing information provided in this written notification and may not enter the information into any shared

147 Minn. Stat. § 504B.154, subd. 1 (a) (2024).

148 Minn. Stat. § 504B.268 (2024).

149 Minn. Stat. § 504B.206, subd. 1(b)(1) (2024).

150 Minn. Stat. § 504B.206, subd. 1(b)(2) (2024).

151 Minn. Stat. § 504B.206, subd. 1(b)(3) (2024).

database or provide it to any person or entity. A landlord may not file an eviction action against a tenant who has terminated a lease in this manner.¹⁵²

However, the landlord may use the information as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims under section 504B.178 with the tenant's permission, or as otherwise allowed by law.¹⁵³

The tenant is responsible for the rent payment for the full month in which the tenancy terminates **and forfeits all claim for return of the security deposit.**¹⁵⁴ In the event that the tenant owes the landlord rent or other amounts for a period before the termination of the lease, the tenant will continue to owe that amount to the landlord.¹⁵⁵

A landlord who violates this law is liable to the tenant for statutory damages of \$2,000, plus reasonable attorney fees and costs.¹⁵⁶

Three-Day Notice During Winter

Tenants who vacate their units between November 15 and April 15 must tell their landlord they are vacating at least three days before they move. This allows the landlord time to take steps to make sure the pipes don't freeze. A tenant's failure to notify the landlord is a misdemeanor.¹⁵⁷

Move-Out Inspection

At the end of the tenancy, tenants should document the condition of unit to show whether there is just normal wear and tear or if there are potential damages that the tenant is responsible for. Landlords will often also inspect the unit. Minnesota law requires landlords to offer the tenant a move-out inspection within five days before the end of the tenancy. The purpose of the move-out inspection is give the tenant an opportunity to correct any damages the tenant caused during the tenancy and avoid deductions from the security deposit.¹⁵⁸ The tenant has the right to be present for the inspection. If the tenant requests an inspection then the tenant and landlord should schedule the inspection at a day and time both agree to.

Refund of the Security Deposit

At the end of the tenancy, a landlord must return a tenant's security deposit plus interest of one percent. If a landlord deducts part of the deposit or is not returning any of the deposit then the landlord must give the tenant a written explanation why they are not returning the deposit.¹⁵⁹ The landlord must do this within 21 days after the day the tenancy ends, provided that the tenant has given the landlord a forwarding address.

152 Minn. Stat. § 504B.206, subd. 3 (2024).

153 Minn. Stat. § 504B.206, subd. 2 (2024).

154 Minn. Stat. § 504B.206, subd. 3(a) (2024).

155 Minn. Stat. § 504B.206, subd. 3(c) (2024).

156 Minn. Stat. § 504B.206, subd. 2 (2024).

157 Minn. Stat. § 504B.155 (2024).

158 Minn. Stat. § 504B.182, subd. 2 (2024).

159 Minn. Stat. § 504B.178, subd. 3 (2024).

If the landlord does not return the deposit, give an explanation in the time allowed, or provide an initial inspection and move-out inspection when requested, the landlord must pay the tenant a penalty equal to the amount withheld and interest and also pay the tenant the amount of the deposit and interest wrongfully withheld.¹⁶⁰

Minnesota law allows a landlord to withhold from a security deposit only to cover unpaid rent,¹⁶¹ damages to the rental unit beyond ordinary wear and tear,¹⁶² or other overdue money the tenant owes to the landlord under an agreement, like over-due water bills.¹⁶³

When a landlord no longer owns the unit (for example, because of death, foreclosure, or contract for deed cancellation), the security deposit must be transferred to either the new owner or returned to the tenant. This must be done within 60 days after the current landlord's interest in the property ends or when the new landlord is required to return the security deposit under the rules discussed earlier, whichever is the earlier time.¹⁶⁴

If a landlord does not return or transfer the deposit, the court may penalize the landlord \$500 for each deposit not returned or transferred.¹⁶⁵

If a tenant has to leave because the building is condemned by an inspector, the landlord must return the deposit within five days after the tenant leaves and if the tenant gives new address or delivery instructions (unless the condemnation was due to the tenant's willful, malicious, or irresponsible conduct).¹⁶⁶

Interest

Interest begins on the first day of the month following the full payment of the security deposit. Interest runs to the last day of the month in which the landlord returns the deposit. When a tenant has sued to recover a withheld deposit, interest would run to the day the judgment is entered in favor of the tenant.¹⁶⁷

Taking the Matter to Court

If a tenant does not get the deposit back or is not satisfied with the landlord's reason for keeping part or all of the deposit, the tenant can take the matter to court (this is usually the conciliation court in the county where the rental property is located).¹⁶⁸ There, it is up to the landlord to justify his or her actions. The Minnesota Attorney General's Office has prepared a brochure entitled *Conciliation Court: A User's Guide to Small Claims Court*,¹⁶⁹ which offers useful tips on how to file a claim and proceed in conciliation court.

If the judge decides the landlord acted in "bad faith," the tenant can be awarded up to \$500 in punitive damages. If a landlord has failed to provide a written explanation, the landlord must return the withheld deposit within two weeks

160 Minn. Stat. § 504B.178, subd. 4 (2024).

161 Minn. Stat. § 504B.178, subd. 3(b)(1) (2024).

162 Minn. Stat. § 504B.178, subd. 3(b)(2) (2024).

163 Minn. Stat. § 504B.178, subd. 3(b)(1) (2024).

164 Minn. Stat. § 504B.178, subd. 5 (2024).

165 Minn. Stat. § 504B.178, subd. 7 (2024).

166 Minn. Stat. § 504B.178, subd. 3(a)(2) (2024).

167 Minn. Stat. § 504B.178, subd. 2 (2024).

168 Minn. Stat. § 504B.178, subd. 9 (2024).

169 www.ag.state.mn.us/Brochures/pubConciliationCourt.pdf

after the tenant has filed a complaint in court, or the court will presume the landlord is acting in "bad faith."¹⁷⁰

The law generally forbids tenants to use their security deposits to pay the rent. Those tenants who do may be taken to court and may have to pay the landlord the amount of the rent withheld plus a penalty. However, before the landlord can take a tenant to court, the landlord must give the tenant a written demand for the rent and a notice that it is illegal to use the security deposit for the last rent payment. The one exception to the prohibition on withholding rent is that a tenant may withhold rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period.¹⁷¹

Other Important Laws

Background Checks of Property Managers

If the owner of a home hires someone to manage it and that person has access to the home, then the owner is required to do a background check on the person to make sure the manager does not have a criminal history.¹⁷² Background checks are done by the Superintendent of the Minnesota Bureau of Criminal Apprehension (BCA) and the following guidelines have been established by law for landlords to follow when hiring a manager:

- Someone convicted of: first or second-degree murder; first-degree manslaughter; first, second or third-degree assault; kidnapping; first, second, third or fourth-degree criminal sexual conduct; first-degree arson; or stalking,¹⁷³ may never be hired as a residential manager and must cease being a manager if hired pending the background check.¹⁷⁴
- Someone convicted of: third-degree murder; second degree manslaughter; criminal vehicular homicide or injury; fourth or fifth-degree assault; simple or aggravated robbery; carjacking; false imprisonment; theft; burglary; terrorist threat; or non-felony stalking,¹⁷⁵ can only be a property manager if it has been ten years since the date of discharge of their sentence.¹⁷⁶
- Someone convicted attempting to commit one of these crimes or a conviction for a crime in another state that would be a crime under Minnesota's background check law cannot be hired as a property manager.¹⁷⁷

All landlords must request background checks on all currently employed managers.¹⁷⁸ For a sample form, to obtain information regarding a background check, or to begin the background check process, owners and landlords can contact the Minnesota Bureau of Criminal Apprehension, CHA Unit, 1430 Maryland Avenue East, St. Paul, MN 55106, or call (651) 793-2400. Landlords may be required to pay a fee for each property manager background check.¹⁷⁹

170 Minn. Stat. § 504B.178, subd. 7 (2024).

171 Minn. Stat. § 504B.178, subd. 8 (2024).

172 Minn. Stat. § 299C.68 (2024); Minn. Stat. § 299C.67, subd. 4 (2024).

173 Minn. Stat. § 299C.67, subd. 2(a) (2024).

174 Minn. Stat. § 299C.69(a) (2024).

175 Minn. Stat. § 299C.67, subd. 2(b)(1) (2024).

176 Minn. Stat. § 299C.69(b) (2024).

177 Minn. Stat. § 299C.67 (2024); Minn. Stat. § 299C.69(b) (2024).

178 Minn. Stat. § 299C.68, subd. 1 (2024).

179 Minn. Stat. § 299C.68, subd. 2 (2024).

Housing Courts

Housing courts in Ramsey (651) 266-8230 and Hennepin (612) 348-5186 counties hear and decide cases involving landlord and tenant disputes. This includes, for example, claims for rent abatement, rent escrow proceedings, eviction actions, and actions for violations of state, county, or city housing codes. Housing courts ensure housing claims are brought before a single, trained referee. This is to encourage consistent decisions and prompt compliance with Minnesota's housing laws.

Ramsey and Hennepin County District Courts appoint a referee to hold hearings and make recommended decisions. After the hearing in each case, the referee's recommended findings and orders are sent to the district court judge. These become the findings and orders of the court when confirmed by the district judge. The landlord or tenant can ask the district court judge to review any order or finding recommended by the referee. The person who is requesting the review must file and serve (provide to the other party) a notice of the recommended order or finding. This must occur within 10 days. This notice must explain the reasons for requesting a review and state the specific parts of the recommended findings or orders that are disputed. After receiving this notice, a time for the review hearing will be set. After the hearing the judge will decide whether to accept, reject or change the referee's recommended decision.

Hennepin and Ramsey County landlords and tenants are encouraged to use the housing courts to resolve housing related disputes that they cannot work out themselves.

Eviction

Eviction Actions (Unlawful Detainer)

Under Minnesota law, the only way a landlord can remove a tenant is if the court issues an order requiring the tenant to leave and the Sheriff comes to the home with the order (called a "writ"). Landlords cannot forcibly remove tenants by changing the locks, turning off utilities, or any other action that would force the tenant to leave. In order to evict a tenant, a landlord must first bring an "Eviction Action," or what used to be called an "Unlawful Detainer" action, against the tenant. This is a legal proceeding conducted in district court. To bring this action the landlord must have a legitimate reason. According to state law, legitimate reasons can be nonpayment of rent, other breaches of the lease, or where the tenant has refused to leave after notice to vacate has been properly served and the tenancy's last day has passed (called a "hold over").¹⁸⁰

In general, if a tenant does not pay rent on the day it is due, the landlord may immediately bring an Eviction Action unless the lease provides otherwise. Effective January 1, 2024, the landlord must issue a detailed 14-day written notice including information on financial and legal resources before filing evictions for non-payment of rent.¹⁸¹ With proper written notice, a landlord can end a month-to-month tenancy unless the landlord is limiting a tenant's right to call the police for emergency assistance or retaliating or discriminating against the tenant. (See pages 15, 33, and 37 for definitions of these terms.) Definite term leases can only be ended according to the notice specified in the lease or if there has been a significant breach of the lease and the lease allows eviction for breach.

¹⁸⁰ Minn. Stat. § 504B.285, subd. 1 (2024).

¹⁸¹ Minn. Stat. § 504B.321, subd. 1a. (2024).

Eviction Procedures

There are several steps both landlords and tenants must take in an Eviction Action:

1. The landlord must file a detailed complaint against the tenant in district court. The landlord must attach the lease, any eviction notices given, and in nonpayment of rent cases, a detailed, itemized accounting or statement listing the amounts due.¹⁸²
2. At least 7 days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court.¹⁸³ If the landlord regularly uses electronic written communication to communicate with the tenant, the landlord must make a good faith attempt to communicate to the tenant that an eviction hearing has been scheduled at least seven days before the date of the court hearing.¹⁸⁴
3. A court hearing must take place within 7 to 14 days after the court issues the summons. At the hearing, both the tenant and the landlord will be asked to give their sides of the story.¹⁸⁵ If parties do not reach a settlement, the court will schedule a trial. Either party may request a jury trial.¹⁸⁶
4. The judge will then deliver a decision. If the judge decides the tenant has no legal reason for refusing to leave or pay the rent, the judge will order the tenant to vacate the rental unit. If necessary, the judge will order a law enforcement officer to force the tenant out. If the tenant can show immediate eviction will cause substantial hardship, the court shall allow the tenant a reasonable period of time (up to one week) in which to move. A tenant may not seek or receive a delay based on hardship if the tenant is causing a nuisance or seriously endangering the safety of other residents, their property, or the landlord's property.¹⁸⁷

If the Eviction Action has been brought only because the tenant owes rent, and the landlord wins, the tenant can still "pay and stay." To pay and stay, the tenant must pay the rent that is past due (in arrears), plus interest (if charged), plus a \$5 attorney fee if an attorney represented the landlord, and finally, any "costs of the action." Costs of the action includes the filing fee (now about \$325) plus the process server fee, plus witness fees if one was called (subpoenaed) for trial; costs do not include other legal or similar fees for handling/processing the case as those are capped at \$5.¹⁸⁸

If legal action is taken because the tenant owes rent, it is a defense for the tenant to produce a copy or copies of one or more money orders or original receipts for the purchase of money orders if the documents:

1. total the amount of the rent,
2. include a date or dates corresponding with the date rent was due; and
3. in the case of copies of money orders, are made payable to the landlord.

The landlord can argue against this defense by producing a business record that shows that the tenant has not paid the rent.

182 Minn. Stat. § 504B.321, subd. 3 (2024).

183 Minn. Stat. § 504B.332 (2024); Minn. R. Civ. P. 5.02.

184 Minn. Stat. § 504B.332, subd. 2 (2024).

185 Minn. Stat. § 504B.321 (2024).

186 Minn. Stat. § 504B.335 (2024).

187 Minn. Stat. § 504B.345 (2024).

188 Minn. Stat. § 504B.291, subd. 1(a) (2024).

The court may give the tenant up to a week to pay the court costs. If a tenant has paid the landlord or the court the amount of rent owed, but is unable to pay the interest, costs and attorney's fees, the court may permit the tenant to pay these amounts during the time period the court delays issuing an eviction order (Writ of Recovery).¹⁸⁹

If the Eviction Action has been brought for rent, the judge can order the tenant to deposit the rent as it comes due with the court. The judge cannot order the tenant to deposit rent allegedly owed from before the landlord filed the eviction case.¹⁹⁰ Tenants who fail to follow the judge's order to deposit rent with the court may not have their defenses heard and can be evicted.

To be clear: only a law enforcement officer can physically evict (e.g., remove from the unit) a tenant. **The landlord cannot.** A Writ of Recovery—which is issued at the time the court's decision is handed down—must be provided to the tenant at least 24 hours before the actual eviction. The law enforcement officer can show up to perform the eviction any time after the 24 hours have expired.¹⁹¹

A landlord may not obtain a judgment for unpaid rent in an Eviction Action. To obtain a judgment for unpaid rent, a landlord must bring a separate action in conciliation court or district court.

Expungement

Some tenants who have been evicted may ask a court to remove the case from the court record. This procedure is called "expungement." In most situations, the law permits, but does not require, a judge to expunge an eviction case from the court's records.

Currently, following a motion by the tenant, the court may find that the landlord's eviction case is without merit. The judge may then decide to remove (expunge) the eviction case from the court's record if the judge 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.¹⁹² The court may order the expungement of an eviction case if the court finds that the expungement is "in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record."¹⁹³ Therefore, the court will no longer be required to find that the landlord's case had no merit.¹⁹⁴

Expungement is **mandatory** (required) if:

1. The tenant was evicted either because the home they lived in was foreclosed or because a contract for deed for the home was cancelled, and the tenant left the property before the landlord filed an eviction against the tenant. The tenant was a tenant during a contract cancellation or foreclosure redemption period and did not receive a proper notice to vacate on a date prior to the start of the Eviction Action.
2. The tenant won the eviction case.
3. The complaint was dismissed for any reason.
4. Three years has passed since the eviction was ordered.

¹⁸⁹ Minn. Stat. § 504B.291, subd. 1(b) (2024).

¹⁹⁰ Minn. Stat. § 504B.335(e) (2024).

¹⁹¹ Minn. Stat. § 504B.365, subd. 1 (2024).

¹⁹² Minn. Stat. § 484.014, subd. 2 (2024).

¹⁹³ Minn. Stat. § 484.014, subd. 2 (2024).

¹⁹⁴ *Id.*

5. The case was based solely on the possession of marijuana or if the tenant could receive an automatic expungement under Minn. Stat. § 609A.055 about certain cannabis offenses.¹⁹⁵

If a judge orders expungement, a tenant may wish to notify the reporting companies so their reports will be updated quickly. If a tenant screening service (see page 4 for an explanation of tenant reports) knows that an eviction case file has been expunged, the tenant screening service must remove any reference to that file from data it maintains or disseminates.¹⁹⁶

Storage of Personal Property

In cases where the tenant's property is left behind when the Sheriff (or a police officer) is removing the tenant, the landlord must make a list (called "an inventory") of the property and have it signed and dated in the presence of the Sheriff. A copy of the inventory must be mailed to the tenant at the tenant's last known address or to an address provided by the tenant.¹⁹⁷ The inventory must include the following:

1. A listing of the items of personal property, and a description of the condition of that property.¹⁹⁸
2. The date, the signature of the landlord, and the name and telephone number of the person authorized to release the property.¹⁹⁹
3. The name and badge number of the Sheriff or police officer.²⁰⁰

The officer must keep a copy of the inventory. The landlord must remove, store, and take care of the tenant's property for 28 days. The landlord is liable for damages to, or loss of, the tenant's personal property if the landlord fails to use reasonable care in storing the property. The landlord should notify the tenant of the date and approximate time the officer is scheduled to remove the tenant and the tenant's personal property from the premises. The notice must be sent by first class mail.

The landlord should also make a good faith effort to notify the tenant by telephone, informing the tenant that if the tenant has not left by the time specified in the notice, the tenant and the tenant's property will be removed from the premises.²⁰¹ According to Minnesota law, this provision may not be waived or modified by any oral or written lease or other agreement.²⁰²

To Get the Property Back

If the tenant's personal property is stored on the premises, the tenant may contact the landlord in writing to demand that the property be returned. The landlord does not have a right to keep (lien on) the property. If the tenant's property is stored away from the premises (at a bonded warehouse or other suitable storage place), the landlord has a legal claim on the tenant's personal property for the reasonable costs of removing, transporting, and storing

195 Minn. Stat. § 484.014, subd. 3 (2024).

196 Minn. Stat. § 484.014, subd. 3 (2024).

197 Minn. Stat. § 504B.365, subd. 3(d) (2024).

198 Minn. Stat. § 504B.365, subd. 3(d)(1) (2024).

199 Minn. Stat. § 504B.365, subd. 3(d)(2) (2024).

200 Minn. Stat. § 504B.365, subd. 3(d)(3) (2024).

201 Minn. Stat. § 504B.365, subd. 3(e), (f) and (g) (2024).

202 Minn. Stat. § 504B.365, subd. 5 (2024).

the property. The landlord can keep the property in such a circumstance until those expenses are paid.²⁰³

Whether the tenant's property is stored on or away from the premises, to get the property back the tenant does not have to pay any unpaid rent, late charges, etc. The landlord can sue the tenant in court for these costs.

Eviction for Illegal Activities

Every oral or written residential lease now includes a requirement that the following activities will not be allowed on the premises:

- Making, selling, possessing, purchasing or allowing illegal drugs (note that landlords cannot prohibit tenants from possessing edible cannabis in their home – they can only prohibit smoking or vaping cannabis²⁰⁴);
- Illegally using or possessing firearms;
- Allowing stolen property or property obtained from robbery; or
- Allowing prostitution or related activities.²⁰⁵

A tenant violating this law loses the right to the rental property. An Eviction Action filed by a landlord for these reasons will be heard within 5 to 7 days (instead of the usual 7 to 14 days).²⁰⁶

However, a landlord cannot evict a tenant for committing most crimes if the crimes were committed somewhere other than on the property.²⁰⁷

Seizure of Property

Unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances, unlawful use or possession of a dangerous weapon, unlawful sale of alcohol, prostitution and gambling within a building is a public nuisance.²⁰⁸ A city attorney, county attorney, or the Attorney General may file an abatement action against the landlord, and if the nuisance is not corrected, ask the court to seize the building.²⁰⁹

Foreclosure/Contract-for-Deed New Owner Evictions

Minnesota law describes a tenant's rights when the new owner brings an action to evict the tenant after a mortgage foreclosure or contract for deed cancellation:

- If a tenant's lease began after the date the mortgage was signed, but prior to the end of the mortgage foreclosure redemption period (described on page 6), the new owner must provide the tenant 90 days written notice to vacate, effective no sooner than 90 days after the end of the mortgage foreclosure redemption period, prior to bringing an Eviction Action provided the tenant pays the rent and abides by all lease terms. The new owner may evict the tenant sooner if the tenant fails to pay the rent and abide by all of the lease terms.²¹⁰

203 Minn. Stat. § 504B.365, subd. 3(c) (2024).

204 Minn. Stat. § 504B.171, subd. 1 (2024).

205 Minn. Stat. § 504B.171, subd. 1 (2024).

206 Minn. Stat. § 504B.321, subds. 1 and 2 (2024).

207 Minn. Stat. § 504B.171, subd. 1 (2024).

208 Minn. Stat. § 617.81, subd. 2 (2024).

209 Minn. Stat. § 617.83 (2024).

210 Minn. Stat. § 504B.285, subd. 1a(a) (2024).

- If the tenant is not a parent, child or spouse of the prior landlord, and the prior landlord and the tenant negotiated an arm's-length lease for fair market value, the new owner generally is required to allow the tenant to remain in the property until the lease ends. If, however, the new owner will live in the property as a primary residence, the new owner is not required to permit the tenant to stay until the end of the lease. If the tenant fails to pay rent and abide by the lease terms, the new owner may evict the tenant. The new owner must provide notice to vacate 90 days prior to the termination of the lease. These requirements only apply to the new owner immediately after the foreclosure, i.e., the purchaser at the sheriff's sale, and do not apply if the property is resold following the foreclosure.²¹¹

The owner may evict the tenant after termination of a contract for deed, but if the lease began after the date the contract for deed was signed, but prior to the end of the contract for deed cancellation period (described on page 6), the tenant must receive:

- a. At least two months' written notice to vacate no sooner than one month after the end of the contract for deed cancellation period, provided that the tenant pays the rent and abides by all the terms of the lease; or
- b. At least two months' written notice to vacate no later than the end of the contract for deed cancellation period. This notice must state that the sender will hold the tenant harmless for breaching the lease by vacating the premises if the contract is reinstated.²¹²

Retaliation

A landlord may not evict a tenant or end a tenancy in retaliation for the tenant's "good faith" attempt to enforce the tenant's rights, nor can a landlord respond to such an attempt by raising the tenant's rent, cutting services, or otherwise adversely changing the rental terms. For instance, if a tenant has reported the landlord to a governmental agency for violating health, safety, housing, or building codes, the landlord cannot try to "get even" by evicting the tenant.²¹³ Tenants who organize with other tenants to assert their rights are also protected from retaliation.²¹⁴

The law presumes that the landlord is retaliating if, within 90 days of a tenant's action, the landlord starts an Eviction Action or gives the tenant a notice to vacate. It will then be up to the landlord to prove the eviction is not retaliatory. However, if the landlord's notice to vacate comes more than 90 days after a tenant exercises the tenant's rights, it will be up to the tenant to prove the eviction is retaliatory. These provisions also apply to oral rental agreements.

Unlawful Exclusions and Property Confiscation

It is a misdemeanor for a landlord to physically lock out or bar a tenant from their unit or otherwise prevent a tenant from living there (for example, by removing locks, doors, or windows from the rental unit) **without a court order.**²¹⁵ A tenant who has been unlawfully forced out by their landlord may ask a court to get back in. The petition filed with the court must:

211 Minn. Stat. § 504B.285, subd. 1a(b) (2024).

212 Minn. Stat. § 504B.285, subd. 1b (2024).

213 Minn. Stat. § 504B.441 (2024).

214 Minn. Stat. § 504B.212 (2024).

215 Minn. Stat. § 504B.225 (2024).

1. Give a description of the rental unit.²¹⁶
2. Give the owner's name.²¹⁷
3. State the facts that make the lockout or exclusion unlawful.²¹⁸
4. Request that the tenant be given possession of the unit.²¹⁹

If the court agrees with the tenant, it will order the sheriff to help the tenant get back in. If the court decides the landlord knew or should have known that the lockout or other exclusion was unlawful, the court can order the landlord to pay the tenant up to triple damages or \$500, whichever is greater, plus reasonable attorney's fees.²²⁰ Also, a landlord cannot cart away or keep a tenant's belongings for nonpayment of rent or other charges.²²¹

Utility Shut-offs

A landlord may not intentionally shut off a tenant's utilities.²²² If a landlord has unlawfully cut off utility services, a tenant can sue the landlord in court to recover triple damages or \$500, whichever is greater, plus reasonable attorney's fees. However, a tenant may recover only actual damages if:

- a. In the beginning, the tenant failed to notify the landlord of the interruption of utilities.²²³
- b. The landlord, once notified, had the services reinstated within a reasonable time or made a good faith effort to do so.²²⁴
- c. The cutoff was necessary to repair or correct equipment or to protect the health and safety of the tenants.²²⁵

Tenants, finding their utility service cut off, should notify the landlord immediately. If service is not restored within a reasonable time, they should notify a housing inspector (if there is one available) and may bring an emergency action in court if the landlord unlawfully cuts off utilities. A "repair emergency" includes a non-working refrigerator, promised air-conditioning, serious infestations, and a city notice of intent to condemn the property.²²⁶

Loss of Essential Services

When a landlord has contracted to pay for utilities but fails to pay, the utility company must provide notice that services will be cut off, or if the utilities are shut off, the tenant or a group of tenants may pay to have the services continued or reconnected and may deduct that payment from their rent. But the tenant(s) must follow certain steps.²²⁷

216 Minn. Stat. § 504B.375, subd. 1(b)(1) (2024).

217 Minn. Stat. § 504B.375, subd. 1(b)(1) (2024).

218 Minn. Stat. § 504B.375, subd. 1(b)(2) (2024).

219 Minn. Stat. § 504B.375, subd. 1(b)(3) (2024).

220 Minn. Stat. § 504B.231(a) (2024).

221 Minn. Stat. § 504B.101 (2024); Minn. Stat. § 504B.001 subd. 3 (2024).

222 Minn. Stat. § 504B.225 (2024).

223 Minn. Stat. § 504B.221, subd. (a)(1) (2024).

224 Minn. Stat. § 504B.221, subd. (a)(2) (2024).

225 Minn. Stat. § 504B.221, subd. (a)(3) (2024).

226 Minn. Stat. § 504B.381 (2024).

227 Minn. Stat. § 504B.216, subd. 13 (2024).

The tenant must notify the landlord either orally or in writing of the tenant's intention to pay the utility if, after 48 hours, the landlord fails to pay. Under certain circumstances, the notice period can be shorter. For example, if the furnace stops in the middle of winter because of a lack of fuel that the landlord was supposed to provide, less than a 48-hour notice is considered reasonable. If the landlord is notified orally, written notice must be mailed or delivered to the landlord within 24 hours after the oral notice.²²⁸

If the landlord has not paid the natural gas, electricity, or water utility, and the service remains disconnected, the tenant may pay the amount due for the most recent billing period.²²⁹ If the disconnected service is heating oil or propane and the service has not been reconnected, the tenant may order and pay for a one-month supply.²³⁰

In a residential building with less than five units, one of the tenants may take responsibility for the gas or electric bill and establish an account in the tenant's name. Then, each month the tenant would provide receipts to the landlord and deduct from the next rental payment the amount paid to restore and pay for these utility services. By law, any payments made to a utility provider in this manner must be considered the same as rent paid to the landlord. Payments made for water, heating oil, or propane may also be deducted from rent.²³¹

Utilities include natural gas, water, electricity, home heating oil and propane.²³² This law applies to all utility providers, including municipalities and cooperatives that in most cases are not regulated by the Minnesota Public Utilities Commission.²³³ The utility cannot collect payment from the tenant for the landlord's past bills. Also, the utility may not refuse service to a tenant due to the landlord's failure to pay past bills.²³⁴

Cold Weather Rule

The Minnesota Legislature developed the Cold Weather Rule to protect a tenant (or homeowner) from having their heat source permanently disconnected in winter (October 15 through April 15) if they are unable to pay their utility bills.²³⁵ The Cold Weather Rule is implemented by the Minnesota Public Utilities Commission. The Cold Weather Rule does not prohibit shut-offs but does provide that a utility may not disconnect and must reconnect a customer whose household income is at or below 50 percent of the state median income if the customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement. Customers whose household income is above 50 percent of the state median income also have the right to a payment agreement to prevent disconnection or get reconnected.²³⁶ The Cold Weather Rule applies to all natural gas and electric utilities; it does not apply to delivered fuels, such as fuel oil, propane, and wood.

The Cold Weather Rule does not prevent a landlord from evicting a tenant or refusing to renew a lease that expires during this "cold weather" season.

228 Minn. Stat. § 504B.216, subd. 13(a) (2024).

229 Minn. Stat. § 504B.216, subd. 13(b) (c), and (e), (2024).

230 Minn. Stat. § 504B.216, subd. 13(h) (2024).

231 Minn. Stat. § 504B.216, subd. 13(b) and (i) (2024).

232 Minn. Stat. § 504B.216 (2024).

233 Minn. Stat. § 504B.216, subd.1(h) (2024).

234 Minn. R. 7820.1400.

235 Minn. Stat. § 216B.096 (2024); Minn. Stat. § 216B.097 (2024).

236 Minn. Stat. § 216B.096, subd. 10 (2024).

Disconnection Notice

The Cold Weather Rule requires a utility company to notify its customers in writing before it disconnects their heat. The notice must be in easy-to-understand language and must contain the amount due, the date of the scheduled disconnection, the reasons for disconnection, and options to avoid disconnection.²³⁷ A regulated public utility must notify a customer of disconnection at least seven working days in advance.²³⁸ An unregulated utility—such as a cooperative or municipal utility—must notify a customer of disconnection at least 15 days in advance.²³⁹ A disconnection may not generally happen on a Friday, Saturday, or Sunday, a holiday or the day before a holiday, while an appeal is pending, or after the close of business on the scheduled day of disconnection.

Payment Plans

A utility company must enter into payment agreements all year round, not just during the winter months.²⁴⁰ Any residential customer, regardless of income or account status, may qualify for a payment agreement.

If you receive a disconnection notice or you know you cannot afford your utility bills, you must work directly with your utility company to set up a payment plan. Your utility company must consider your financial circumstances, as well as any “extenuating” circumstances, when it makes your payment plan.²⁴¹ If you agree to a payment plan, you must keep it. If your circumstances change and you can no longer afford your payment plan, you must contact your utility company and negotiate a new payment plan.

During the winter months, the Cold Weather Rule guarantees a reduced payment plan for consumers who meet certain guidelines. If you receive energy assistance or your household earns less than 50 percent of the state’s median income, a public utility company cannot ask you to pay more than 10 percent of your monthly household income toward current and past utility bills.²⁴² A cooperative or municipal utility can ask you to pay more than 10 percent of your monthly household income, but it must consider your financial circumstances.²⁴³ Household income includes the income of all residents in your household but does not include any amount received for energy assistance.

Your Right to Appeal

If you and your utility company cannot agree on a reasonable payment plan, you have the right to appeal.

If you are a customer of a public utility, you may appeal to the Minnesota Public Utilities Commission.²⁴⁴ You must ask your utility company for an appeal form. Once you receive the appeal form, you must send it to the Minnesota Public Utilities Commission within 7 working days.²⁴⁵ After it receives your written appeal, the Minnesota Public

²³⁷ Minn. Stat. § 216B.096, subd. 4 (2024); Minn. Stat. § 216B.097, subd. 2 (2024).

²³⁸ Minn. Stat. § 216B.096, subd. 7(c)(2) (2024).

²³⁹ Minn. Stat. § 216B.097, subd. 3(a)(4) (2024).

²⁴⁰ Minn. Stat. § 216B.098, subd. 3 (2024).

²⁴¹ Minn. Stat. § 216B.098, subd. 3 (2024); Minn. Stat. § 216B.096 (2024).

²⁴² Minn. Stat. § 216B.096, subd. 5 (2024).

²⁴³ Minn. Stat. § 216B.097, subd. 1(a)(2) (2024).

²⁴⁴ Minn. Stat. § 216B.096, subd. 8 (2024).

²⁴⁵ Minn. Stat. § 216B.096, subd. 8(b) (2024).

Utilities Commission will review it and issue a decision within 20 working days.²⁴⁶ During the appeal process, your utility company cannot disconnect your heat; if you have already been disconnected, your utility company must reconnect your service.²⁴⁷ If your appeal is denied, your utility company must notify you in writing at least 7 days before it disconnects your service.²⁴⁸

If you are the customer of a cooperative or municipal utility, you must appeal directly to your utility company before you are disconnected.²⁴⁹

Additional Resources

If you have questions about the Cold Weather Rule, contact your local utility or call the Consumer Affairs Office of the Minnesota Public Utilities Commission at (651) 296-0406 or (800) 657-3782. If you meet low income guidelines, you may also be eligible for energy assistance funds. Your utility company or the Minnesota Public Utilities Commission can help you get in touch with these programs.

Tenant's Right to a Tax Credit (CRP)

Minnesota law gives tenants—depending on income and amount of rent paid—a partial refund for the property taxes they pay indirectly through their rent.²⁵⁰ To be eligible a tenant must rent a property tax-paying unit. If the tenant is renting from the government, a private college, some other person, or other entity not required to pay property taxes or make payments in lieu of taxes, the tenant is not eligible for a refund.

To claim the credit, the tenant must file with the Minnesota Department of Revenue a property tax refund return form (M1PR) and include with it a “certificate of rent paid” (CRP) that the landlord must supply to the person who is a renter on December 31. If the renter moves prior to December 31, the owner or managing agent may give the certificate to the renter at the time of moving or mail the certificate to a forwarding address if one has been provided by the renter. The certificate must be made available to the renter before February 1 of the year following the year in which the rent was paid.²⁵¹ If there is a disagreement between the tenant and the landlord over how much rent was paid, or if the landlord fails to provide a certificate of rent paid form, a “Rent Paid Affidavit” can be requested from the Minnesota Department of Revenue. The property tax refund return for the previous year must be filed with the Department of Revenue by August 15. Questions may be directed to the department at (651) 296-3781 or (800) 652-9004. TTY users call 711 for Minnesota State Relay Service.

Discrimination

According to Minnesota law, landlords cannot legally refuse to rent or otherwise deny housing to potential tenants (or have different rental terms) on the basis of race, color, creed, religion, national origin, sex, gender identity, marital

246 Minn. Stat. § 216B.096, subd. 8(c) (2024).

247 Minn. Stat. § 216B.096, subd. 7(c)(1) (2024).

248 Minn. Stat. § 216B.096, subd. 8(d) (2024).

249 Minn. Stat. § 216B.097, subd. 3(c) (2024).

250 Minn. Stat. § 290A.19 (2024).

251 Minn. Stat. § 290A.19 (2024).

status, status with regard to public assistance, sexual orientation, disability, or familial status.²⁵² There are two exceptions to this:

- a. An owner living in a one-family unit may refuse to rent part of the premises on the basis of sex, gender identity, marital status, status with regard to public assistance, sexual orientation, or disability; or
- b. A nonprofit organization can discriminate on the basis of sex if the units are in a temporary or permanent residence home.²⁵³

Additionally, there are some important exceptions to the prohibition on landlords discriminating against tenants with children (a person's "familial status"). Landlords can refuse to rent to tenants with children when:

1. The number of occupants would be over the local, state, or federal restrictions regarding the maximum number of occupants permitting to live in a rental unit; or
2. The landlord lives in the building and the building has 4 or fewer units;²⁵⁴ or
3. The purpose of the building is to provide housing for elderly persons.²⁵⁵

Tenants who experience discrimination can file a complaint with the Minnesota Department of Human Rights as follows: in person at 540 Fairview Avenue North, Suite 201, Saint Paul MN 55104; by phone at (651) 539-1100, or toll free, (800) 657-3704; or online at mn.gov/mdhr. In Minneapolis, St. Paul, and some other locations, such complaints may also be filed with municipal civil or human rights departments. Tenants may also wish to consult a private attorney about whether or not to sue on the basis of discrimination.

To qualify for the elderly persons exemption the housing must:

1. Be provided under a state or federal program that is specifically designed and operated to assist elderly persons;²⁵⁶
2. Be intended for and solely occupied by persons 62 years of age or older;²⁵⁷ or
3. Be intended and operated for occupancy by at least one person 55 years of age or older per unit. At least 80 percent of the units must be occupied by one person 55 years of age or older per unit, and there must be the publication of, and adherence to, policies and procedures that demonstrate an intent to provide such housing.²⁵⁸

Additionally, a landlord cannot discriminate against a tenant who requires a service dog. Every person who is totally or partially blind, has a physical disability, or is deaf, and who has a service dog or obtains a service dog while renting, is entitled to full and equal access to all housing accommodations. The landlord cannot charge the tenant extra to have a service dog, but the tenant is responsible for any damage done by the service dog.²⁵⁹

252 Minn. Stat. § 363A.09 (2024).

253 Minn. Stat. § 363A.21, subd. 1(2) (2024).

254 Minn. Stat. § 363A.21, subd. 2(a) (2024).

255 Minn. Stat. § 363A.21, subd. 2(a) (2024).

256 Minn. Stat. § 363A.21, subd. 2(b)(1) (2024).

257 Minn. Stat. § 363A.21, subd. 2(b)(2) (2024).

258 Minn. Stat. § 363A.21, subd. 2(b)(3) (2024).

259 Minn. Stat. § 256C.025 (2024).

A landlord may require a tenant to provide supporting documentation for each service or support animal for which the tenant requests a reasonable accommodation but a landlord cannot ask for this documentation if the tenant's disability or disability-related need for a service or support animal is readily apparent or already known to the landlord.²⁶⁰ A landlord must not require the tenant to disclose or provide access to medical records or medical providers or provide any other information or documentation of a person's physical or mental disability.²⁶¹

Additionally, a landlord that allows pets cannot require either declawing or devocalization of the pet.²⁶²

Accessible Units

Minnesota law requires that a person with disabilities, or a family with a member with disabilities, must be given priority to rent units that are ADA compliant. This law provides that if a person without disabilities, or a family that does not include a person with disabilities, is living in an accessible unit, the owner must offer to rent a non-disability-equipped apartment to that person or family if:

1. A person with disabilities or a family with a family member with disabilities who will reside in the apartment has signed a rental agreement for the accessible unit.²⁶³
2. A similar non-disability-equipped unit in the same rental housing complex is available at the same rent.²⁶⁴

The law requires that the owner must inform people without disabilities and families that do not include a family member with disabilities of the possibility that they may have to move to a non-disability-equipped rental unit. This information must be provided before an agreement is made to rent an accessible unit.²⁶⁵

Landlord Contact Disclosures

Landlords must provide their tenants, in writing, with the name and address of:

1. The person authorized to manage the premises.²⁶⁶
2. The owner of the premises or the owner's authorized agent (the person or entity that will be receiving any notices or demands).²⁶⁷

The addresses given must be a street address, not a post office box number, because it must be an address at which papers can be handed to the recipient (served). The disclosure can be inserted in the lease or can be put in some other written form. It must also be printed or typed and posted by the landlord in some clearly visible place on the premises.²⁶⁸

260 Minn. Stat. § 504B.113, subd. 2 (2024).

261 Minn. Stat. § 504B.113, subd. 2 (2024).

262 Minn. Stat. § 504B.114 (2024).

263 Minn. Stat. § 363A.40 (2024).

264 Minn. Stat. § 363A.40 (2024).

265 Minn. Stat. § 363A.40 (2024).

266 Minn. Stat. § 504B.181, subd. 1(1) (2024).

267 Minn. Stat. § 504B.181, subd. 1(2) (2024).

268 Minn. Stat. § 504B.181, subd. 2 (2024).

The disclosure is important because the tenant must be able to contact the landlord or agent when repairs are needed or other problems arise. Also, a landlord cannot take any legal action against a tenant to recover rent or to evict the tenant unless the disclosure has been given.²⁶⁹

Tenants who move out of a rental unit, or sublet their unit without giving the owner 30 days' written notice, lose the protection of the disclosure law.²⁷⁰

Subleasing

Subleasing means another person "takes over" a tenant's unit by moving into the unit, paying rent and doing all the things the original tenant agreed to do under the rental agreement. If nothing in the lease prohibits subletting, then the tenant can sublet. This means that the new tenant takes over the old tenant's duties, including paying the rent. It is best to get these agreements in writing and signed by both parties. If the new tenant does not pay the rent, or if the new tenant damages the unit or leaves before the lease is up, the original tenant will be responsible to the landlord for any damage or unpaid rent. The original tenant can sue the new tenant for these costs. Most leases say the tenant can sublet only if the landlord agrees to it. If the tenant and landlord agree to sublet, it is best to get this agreement in writing.

Abandoned Property

Personal property a tenant leaves behind after moving out must first be stored by the landlord. The landlord can charge the tenant all moving, storage, and care costs, however, the tenant can get his or her property back before paying the moving, storage, and care costs. If the tenant refuses to pay the moving, storage, and care costs, the landlord can sue the tenant to recover those costs.²⁷¹

If law enforcement has performed an eviction, see page 31 of this booklet to learn about the storage of a tenant's personal property.

Twenty-eight days after the landlord has either received a notice of abandonment or it has become reasonably apparent that the unit has been abandoned, the landlord may sell or get rid of the property in whatever way the landlord wishes.²⁷² But, the landlord must make a reasonable effort to contact the tenant at least 2 weeks before a sale of the items, to let the tenant know they are being sold or disposed of. The landlord must do this either by personally giving the tenant a written notice of a sale or by sending the notice by first-class and certified mail to the tenant's last known address or likely new address, if the landlord knows that information. The landlord must also post a notice of the sale in a clearly visible place on the premises at least 2 weeks before the sale. If notice is given by mail, the 2-week period begins the day the notice is deposited in the United States mail.²⁷³

The landlord may use a reasonable amount of the money from a sale to pay for the costs of removing, caring for, and storing the property, back rent, damages caused by the tenant, and other debts the tenant owes the landlord

269 Minn. Stat. § 504B.181, subd. 4 (2024).

270 Minn. Stat. § 504B.181, subd. 5 (2024).

271 Minn. Stat. § 504B.271, subd. 1 (2024).

272 Minn. Stat. § 504B.271, subd. 1(b) (2024).

273 Minn. Stat. § 504B.271, subd. 1(d) (2024).

under an agreement. Money earned in excess of the landlord's costs belongs to the tenant, if the tenant has written and asked for it. If the tenant has asked for the property back before the 28-day waiting period ends, the landlord must give the property back.²⁷⁴

The landlord must return the tenant's property within 24 hours after the tenant's written demand, or 48 hours (not counting weekends and holidays) if the landlord has moved the tenant's property somewhere other than the building. If the landlord or the landlord's agent does not allow the tenant to reclaim the property after the tenant has written for it, the tenant may sue for a penalty in an amount not to exceed twice the actual damages or \$1,000, whichever is greater, plus any damages the tenant suffered plus reasonable attorney's fees.²⁷⁵

Expanded Definition of Tenant

Caretakers and other individuals who exchange their services (instead of money) for rent are also considered tenants, as are all regular occupants of a dwelling. As such, these individuals are entitled to all rights and remedies provided to tenants by law.²⁷⁶

Smoking in Common Areas

Minnesota's Clean Indoor Air Act prohibits smoking in all common areas within apartment buildings.²⁷⁷

Manufactured Home Park Residents

Manufactured homeowners who rent lots in manufactured home parks have special rights and responsibilities under Minnesota law.²⁷⁸ The Minnesota Attorney General's Office publishes a brochure detailing these rights and responsibilities. To receive *The Manufactured Home Parks Handbook*,²⁷⁹ contact the Attorney General's Office as listed on page 42.

274 Minn. Stat. § 504B.271, subd. 1(b) (2024).

275 Minn. Stat. § 504B.271, subd. 2 (2024).

276 Minn. Stat. § 504B.001, subd. 12 (2024).

277 Minn. Stat. § 144.413, subd. 2 (2024).

278 Minn. Stat. § 327C (2024).

279 www.ag.state.mn.us/Brochures/pubManufacturedHomeParks.pdf

Resources

References

Minnesota statutes and rules can be found on the Minnesota Office of the Revisor of Statutes website at: www.revisor.mn.gov. Information on federal laws can be found on the Office of the Law Revision Counsel website at: uscode.house.gov.

Resource Directory

Office of Minnesota Attorney General Keith Ellison

445 Minnesota Street, Suite 600, St. Paul, MN 55101
Twin Cities Calling Area: (651) 296-3353
Outside the Twin Cities: (800) 657-3787
Minnesota Relay Service: (800) 627-3529
www.ag.state.mn.us

2-1-1 United Way

(651) 291-0211

For calls outside Minneapolis and St. Paul:

(800) 543-7709

www.211unitedway.org

City of St. Paul Information and Complaint Line

375 Jackson Street, Suite 220
Saint Paul, MN 55101
(651) 266-8989

www.stpaul.gov/departments/safety-inspections

HOME Line

8011 34th Avenue South, Suite 126
Bloomington, MN 55425
(612) 728-5767
(866) 866-3546 (Greater Minnesota)
www.homelinemn.org
(Serves entire state of Minnesota)

Apportioned Utility Billing Disputes

Public Utilities Commission
Consumer Affairs Office
(651) 296-0406
consumer.puc@state.mn.us

Legal Services State Support

970 Raymond Avenue, Suite G40
St. Paul, MN 55114
(651) 228-9105
statesupport@mnlegalservices.org
www.mnlegalservices.org

Legal Services Advocacy Project

2324 University Ave. W., Suite 101
St. Paul, MN 55114
(651) 222-3749
Disability Line (800) 292-4150
www.lawhelpmn.org

Legal Assistance of Olmsted County

1700 N. Broadway, Suite 124
Rochester, MN 55906
(507) 287-2036
info@laocmn.org
www.laocmn.org

Community Stabilization Project

501 N. Dale Street, Suite 203 St. Paul, MN 55103
(651) 225-8778
csp501dale@gmail.com
csp501dale.wixsite.com/communitystabproject

American Indian Family Center

579 Wells Street St. Paul, MN 55130
(651) 793-3803

Legal Aid Services

Legal Aid Services provide legal assistance to financially disadvantaged persons. Each Legal Aid office has criteria to determine when a person qualifies for legal assistance at little to no cost. Some Legal Aid offices provide assistance only within certain areas of the state or to certain groups of individuals—see specific listings for more information.

Southern Minnesota Regional Legal Services

(888) 575-2954

www.smrls.org

Administrative Office

800 Alliance Bank Center
55 East 5th Street, St. Paul, MN 55101
(651) 228-9823
smrls.administration@smrls.org

Albert Lea Office

146 College Street West Albert Lea, MN 56007
(507) 377-2831
albertlea@smrls.org

Mankato Office

12 Civic Center Plaza, Suite 3000
Mankato, MN 56001
(507) 387-5588

Rochester Office

903 West Center Street, Suite 230
Rochester, MN 55902
(507) 292-0080
rochester@smrls.org

Saint Paul Central Office

400 Alliance Bank Center
55 East 5th Street
St. Paul, MN 55101
(651) 222-5863
central@smrls.org

Winona Office

66 East Third Street, Suite 204
Winona, MN 55987-3478
(507) 454-6660 (voice or TTY)
winona@smrls.org

Worthington Office

1567 North McMillan Street, Suite 6
Worthington, MN 56187
(507) 372-7368
worthington@smrls.org

Mid-Minnesota Legal Aid Offices

www.mylegalaid.org

Minneapolis Office

111 North 5th Street, Suite 100
Minneapolis, MN 55403
(612) 332-1141
(612) 332-4668 (TTY)

St. Cloud Office

110 Sixth Avenue South, Suite 200
St. Cloud, MN 56301
(320) 253-0121
(888) 360-2889
Disability Line (800) 292-4150

Willmar Office

415 Seventh Street SW
P.O. Box 1866 Willmar, MN 56201
(320) 235-9600
(888) 360-3666
Disability Line (800) 292-4150

Justice North (f/k/a Legal Aid Service of Northeastern Minnesota)

230 W. Superior Street, Suite 200
Duluth, MN 55802
(877) MY-MN-LAW (877-696-6529)
info@justicenorth.org
www.justicenorth.org

Service area includes: Aitkin, Carlton, Cass, Cook, Crow Wing, Itasca, Kanabec, Koochiching, Lake, Pine, and St. Louis counties

Duluth Office
230 W. Superior Street, Suite 200
Duluth MN, 55802
(877) MY-MN-LAW (877-696-6529)

Brainerd Office
603 Oak Street
Brainerd, MN 56401
(877) MY-MN-LAW (877-696-6529)

Grand Rapids Office
111 Golf Course Road
Grand Rapids, MN 55744
(877) MY-MN-LAW (877-696-6529)

Pine City Office
1015 Hillside Avenue SW, Suite 4
Pine City, MN 55063
(877) MY-MN-LAW (877-696-6529)

Virginia Office
Olcott Plaza, Suite 150
820 N Ninth Street
Virginia, MN 55792
(877) MY-MN-LAW (877-696-6529)

Legal Services of Northwest Minnesota

www.lsnmlaw.org

All three offices serve the following counties: Becker, Beltrami, Clay, Clearwater, Douglas, Grant, Hubbard, Kittson, Lake of the Woods, Mahnomen, Marshall, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Roseau, Stevens, Traverse, Wadena and Wilkin.

Alexandria Office 426 Broadway Street Alexandria, MN 56308 (320) 762-0663 or (800) 450-8585	Bemidji Office 215 Fourth Street NW Bemidji, MN 56619 (218) 751-9201 or (800) 450-8585	Moorhead Office Administrative Offices 1015 Seventh Avenue North Moorhead, MN 56560 (218) 233-8585 or (800) 450-8585
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Anishinabe Legal Services

www.alslegal.org

To ensure equal access to high quality legal assistance for historically under-served people living on or near the Leech Lake, Red Lake, and White Earth Tribal Lands and to protect legal rights and Tribal Sovereignty.

Cass Lake (Central) Office

P.O. Box 157
411 First Street NW
Cass Lake, MN 56633
(218) 335-2223 or (800) 422-1335

Red Lake Office

Red Lake Agency, Room 18
Highway 1 West
Red Lake, MN 56671
(218) 335-2223, ext. 113

White Earth Office

White Earth Judicial Complex
35500 Eagle View Road
White Earth, MN 56591
(218) 335-2223, ext. 114

Community Programs

Community Mediation Minnesota is a statewide network of certified nonprofit service providers with skilled mediators ready to help Minnesotans caught in conflicts they're ready to resolve. The costs and fees vary:

Community Mediation Member Organizations:

- Center for Multicultural Mediation
- Community Mediation & Restorative Services, Inc.
- Conflict Resolution Center
- Dispute Resolution Center
- Mediation & Conflict Solutions
- Mediation and Restorative Services
- Restorative and Mediation Practices

Contact:

833-266-2663
info@CommunityMediationMN.org
<https://communitymediationmn.org/>

Refugee, Immigrant, and Migrant Services

www.smrls.org

St. Paul Office

450 North Syndicate Street, Suite 285
St. Paul, MN 55104
(651) 291-2837
immigration@smrls.org

Rochester Office

903 West Center Street, Suite 230
Rochester, MN 55902
(507) 292-0080
citizenship.rochester@smrls.org

Consumer Questions or Complaints

The Minnesota Attorney General's Office answers questions regarding numerous consumer issues. The Attorney General's Office also provides assistance in resolving disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's civil laws. We welcome your calls!

If you have a consumer complaint, you may contact the Attorney General's Office in writing:

Minnesota Attorney General's Office
445 Minnesota Street, Suite 600
St. Paul, MN 55101

You can also receive direct assistance from a consumer specialist by calling:

(651) 296-3353 (Twin Cities Calling Area)
(800) 657-3787 (Outside the Twin Cities)
(800) 627-3529 (Minnesota Relay)

Additional Publications

Additional consumer publications are available from the Minnesota Attorney General's Office. Contact us to receive copies or preview the publications on our website at www.ag.state.mn.us.

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|--|---|--|
| - Car Handbook* | - Home Seller's Handbook | - Probate and Planning: A Guide to Planning for the Future |
| - Conciliation Court* | - Landlords and Tenants: Rights and Responsibilities* | - Seniors' Legal Rights |
| - Credit Handbook | - Managing Your Health Care | - Student Loan Handbook |
| - Guarding Your Privacy:
Tips to Prevent Identity Theft | - Manufactured Home Parks* | - Veterans and Service Members |
| - Home Building and Remodeling | - Minnesota's Car Laws | |
| - Home Buyer's Handbook | - Phone Handbook | |

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