

Eviction Expungement Reform & Pre-Eviction Notice

Evictions have a devastating impact on the short- and long-term housing stability of renters across the state. In a normal year, more than **13,000 residential evictions** are filed in Minnesota – at great expense to hard-working families, the communities they call home and ALL taxpayers. HOME Line, along with the Homes for All coalition, calls for smart, targeted and impactful policy reforms that can have an immediate and lasting impact on thousands of renters households statewide.

CURRENT LANDSCAPE

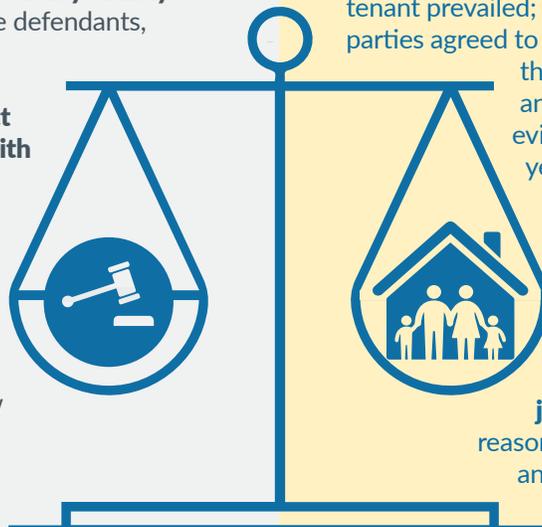
Evictions can be filed very quickly, often without the tenant's knowledge. **Minnesota is one of only 7 states that does NOT require a landlord formally notify a tenant** before filing an eviction. In contrast, if a landlord violates a lease by failing to make necessary repairs, a tenant must offer a written notice allowing the landlord 14 days to fix the problem before filing a case in court.

The simple filing of an eviction action by a landlord **appears immediately on a tenant's record**, before the court has rendered a judgement or even heard the case. Once an eviction is filed, it **appears on the renter's record as an "eviction" indefinitely** and is reportable by tenant screening agencies for the next seven years, whether the eviction was warranted or not.

Even if the tenant wins in housing court, the record will still show an eviction action has been filed, which is enough for many prospective landlords to refuse to rent to them. This means that an **eviction action is often a permanent bar from housing**, even if the case was dismissed, settled by agreement of the parties, or the underlying circumstances have changed (i.e. the household's financial situation has improved).

Evictions are widespread and impact **every county in the state**—and can name multiple defendants, frequently affecting families and children. But, studies have shown evictions **disproportionately impact single, African American women with children**.

In the occasional situation when tenants are ultimately successful in **getting an eviction expunged** from their record, it usually takes two to four months – the critical time a tenant is seeking new housing.



OUR PROPOSALS

Pre-eviction Notice

- Pre-filing **notice would be required 14 days before a formal eviction action** can be brought in court to provide tenants an opportunity to fix the problem, negotiate an agreement with the landlord, or quit the lease and vacate the apartment unit making an eviction filing unnecessary.
- Pre-filing notice would **include information** on how tenants can seek legal help and apply for emergency financial assistance.
- Avoiding eviction court **saves time and money**: courts are less busy, landlords are paid or the issue is resolved, and tenants don't experience a harmful mark on their records.

Expungement Reform

- Eviction reporting would be **prohibited until a court judgement is rendered in favor of the landlord**. This gives tenants the opportunity to remedy the situation before it harms their record.
- The court would **order an expungement if**: 1) the tenant prevailed; 2) the case was dismissed; 3) the parties agreed to expungement or upon request of the tenant if the case was settled and tenant fulfilled the terms; 4) the eviction was ordered three or more years ago.
 - The court would **consider an expungement if** there's a change in a defendant's circumstances indicating the eviction case is not a reasonable predictor of future tenant behavior. This gives **judges more discretion** to make reasonable decisions about when to grant an expungement.

Lease Fairness: Fees, Privacy and Infirmity

More than 625,000 Minnesota households are renters, a number that continues to grow every year. Making up 29% of the state's population, it is critical that residents and families have the rights, resources and information they need to live without the fear or threat of exploitation or abuse from some landlords. HOME Line calls for the following policy changes to ensure renter households have the transparency, privacy and flexibility they need to make informed decisions for their financial and physical health and safety.

CURRENT LANDSCAPE

Fees for non-optional services

An increasing number of landlords **charge fees for non-optional services** rather than including costs in the advertised rent for an apartment. Move-in and move-out fees, lease processing fees, are imposed on unsuspecting, prospective tenants. These fees allow landlords to draw in **potential tenants with a deceptive rent amount**, and effectively raise the rent with required fees listed in the lease that are often revealed late in the application process, if at all.

Privacy

While many people assume that the law requires a 24-hour notice, Minnesota law simply states that landlords must give tenants "reasonable notice" to enter their apartments for non-emergency reasons. The term **"reasonable" is very subjective**, and can rob tenants of the privacy in their home that they pay for and deserve, and their ability to make sure their home is prepared and they can be present, if they wish. Current law has a **\$100 penalty that is so inconsequential, it's violated frequently** because it's not considered worth the time and effort to go to court.

Infirmity

Minnesota tenants in the middle of a "term" lease (one-year, most commonly) can only get out of or "break" their lease for a handful of reasons, including if they are victims of certain forms of violence, if they are called up for active military service transfer, if all tenants in a household die, if the building is condemned, or otherwise unlivable, or, rarely, by a judge's order. **Minnesota does not allow a tenant to break a lease due to a medical condition.** The Fair Housing Act does not explicitly give a tenant this right, which is why a growing number of states (eight, thus far) have enacted their own laws protecting some of their most vulnerable citizens. Minnesota should follow putting this statement explicitly in statute.

OUR PROPOSALS



Non-refundable fees for non-optional services **would be prohibited** to ensure tenants do not face unaffordable, concealed charges after signing a lease. Administrative costs must be **incorporated in the tenant's rent** so they understand how much they will pay each month before they enter into a lease.



Unless it is an emergency: 1) a tenant would have a minimum of **24-hours' notice from the landlord** prior to entering the tenant's home, and 2) the landlord would only be able to **enter between 8 a.m. and 8 p.m.** and give a **four-hour window**. If this right is violated, tenants would be able to sue during or after a tenancy for a **meaningful penalty**.



Renters who have a physician-certified medical condition, illness, or disability that hinders their ability to remain in their current housing situation would be able to **end their lease with a 2-month notice** if they must move to a medically-assisted or accessible housing unit. This is a reasonable notice period that mirrors current law for an estate to end a lease after a tenant is deceased. The tenant would need to **have documentation** that they will be moving to a specific, medically-appropriate facility.

Heat and Repairs

When a family pays its rent on time and in full, they have the right to a unit that is safe, healthy and fully functional. But, too often, renters in Minnesota have little recourse when their landlords do not provide timely and required maintenance or repairs that are included in their lease. HOME Line calls for the following policy changes to ensure that renter households have fair access to due process and the legal right to safe and healthy living conditions.

CURRENT LANDSCAPE

Heat Code

HOME Line receives hundreds of calls each year about **lack of heat or inadequate heating**, which can have **serious health consequences**, particularly for children and seniors. Currently, there is a **hodgepodge of city-adopted minimum heat codes** for rental properties across the state, many of which simply require that heating equipment be able to heat units to a certain temperature, not that they actually maintain apartments at that temperature.



Emergency Repairs

Minnesota law lists only the following as **emergency issues**, allowing an expedited process to get into court:

- loss of running water
- loss of hot water
- loss of heat
- loss of electricity
- loss of sanitary facilities
- loss of other essential services (“essential services” serves as a catch-all, but is difficult to know what else might be covered)



Court Filing Fees

If a landlord fails to comply with repair orders/requests, **tenants can file a Rent Escrow in court for approximately \$70** to enforce their rights. This is set by law at the same price as a small claims court to make it accessible. However, if a tenant has a serious emergency, such as no heat in the winter or being locked out of their home by the landlord, the tenant has to pay the full **court filing fee of \$300 for an Emergency Tenant Remedies Action (ETRA) or a lockout petition**.



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Minnesota would have a **statewide minimum heat code**, enforceable both by city rental inspectors where applicable, and by individual tenants through their own private court actions. If the tenant does not control the heat, from **Oct 1 to April 30** the heating would be maintained at a minimum of **68 degrees Fahrenheit**.

The law would include, but not be limited to, the **following emergencies**: no working refrigerator; no working air conditioning (if rental was advertised as having air conditioning and included in the lease); loss of any conditions, services, or facilities that pose a serious and negative impact on health or safety; Notice of Intent to Condemn for unsafe/unsanitary conditions; non-working elevators; serious infestations¹

Filing an Emergency Tenant Remedies Action / Lockout petition would be the **same cost as the lower small claims court filing fee for rent escrow**, making it more accessible for tenants facing serious and immediate housing repairs.

1- These are among the most common seriously harmful rental housing disrepair scenarios we hear from tenants throughout the state. Each situation can effectively cause displacement, detrimental health effects, or worse; and should be remedied quickly.