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State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-THIRD SESSION

H. F. No. **3591**

02/13/2024 Authored by Agbaje, Hussein and Gomez
The bill was read for the first time and referred to the Committee on Housing Finance and Policy
03/07/2024 Adoption of Report: Amended and re-referred to the Committee on Judiciary Finance and Civil Law

1.1 A bill for an act

1.2 relating to housing; amending provisions relating to residential housing leases;

1.3 providing for landlord and tenant rights and obligations; making clarifying,

1.4 technical, and conforming changes to landlord and tenant provisions; amending

1.5 Minnesota Statutes 2022, sections 504B.001, subdivisions 5, 14, by adding a

1.6 subdivision; 504B.101; 504B.111; 504B.115, subdivision 1; 504B.116; 504B.118;

1.7 504B.131; 504B.141; 504B.145; 504B.151, subdivision 1; 504B.161, subdivisions

1.8 2, 4, by adding subdivisions; 504B.173, subdivision 4; 504B.175, subdivision 4;

1.9 504B.177; 504B.178, subdivisions 7, 10; 504B.181, by adding a subdivision;

1.10 504B.185, subdivision 2, by adding a subdivision; 504B.195, subdivisions 1, 5,

1.11 by adding a subdivision; 504B.204; 504B.205, subdivision 5; 504B.231; 504B.261;

1.12 504B.265, by adding a subdivision; 504B.271, subdivision 2; 504B.285, by adding

1.13 a subdivision; 504B.315; 504B.391, subdivision 1; 504B.395, subdivisions 1, 4;

1.14 Minnesota Statutes 2023 Supplement, sections 504B.161, subdivision 1; 504B.375,

1.15 subdivision 1; proposing coding for new law in Minnesota Statutes, chapter 504B.

1.16 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

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

1.18 Subd. 5. **Housing-related neighborhood organization.** "Housing-related neighborhood

1.19 organization" means a nonprofit corporation incorporated under chapter 317A that:

1.20 ~~(1) designates in its articles of incorporation or bylaws a specific geographic community~~

1.21 ~~to which its activities are limited; and~~

1.22 ~~(2) is formed in part for the purposes of promoting community safety, crime prevention,~~

1.23 ~~and housing quality in a nondiscriminatory manner.~~

1.24 For purposes of this chapter, an action taken by a neighborhood organization with the

1.25 written permission of a residential tenant means, with respect to a building with multiple

1.26 dwelling units, an action taken by the neighborhood organization with the written permission

1.27 of one of the residential tenants ~~of a majority of the occupied units.~~

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

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

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

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

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

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

2.11 ~~(3)~~ (5) a violation of an oral or written agreement, lease, or contract for the rental of a
2.12 dwelling in a building.

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

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

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

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

2.20 **504B.101 DISTRESS FOR RENT.**

2.21 The remedy of distress for rent is abolished. The requirements of this section may not
2.22 be waived or modified by the parties to a residential lease. Any provision, whether oral or
2.23 written, of a lease or other agreement by which any provision of this section is waived by
2.24 a tenant is contrary to public policy and void. The tenant shall recover from the landlord
2.25 treble, actual, and consequential damages or \$1,000, whichever is greater, and reasonable
2.26 attorney fees, for a violation of this section.

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

2.28 **504B.111 WRITTEN LEASE REQUIRED; PENALTY.**

2.29 (a) A landlord of a residential building with 12 or more residential units must have a
2.30 written lease for each unit rented to a residential tenant. The written lease must identify the

3.1 specific unit the residential tenant will occupy before the residential tenant signs the lease.
3.2 Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask
3.3 for the tenant's full name and date of birth on the lease and application. A landlord who fails
3.4 to provide a lease, as required under this section, is guilty of a petty misdemeanor.

3.5 (b) The tenant shall recover from the landlord treble, actual, and consequential damages
3.6 or \$500, whichever is greater, and reasonable attorney fees, for a violation of this section.

3.7 Sec. 6. Minnesota Statutes 2022, section 504B.115, subdivision 1, is amended to read:

3.8 Subdivision 1. **Copy of written lease to tenant.** Where there is a written lease, a landlord
3.9 must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease
3.10 agreement. The landlord may obtain a signed and dated receipt, either as a separate document
3.11 or an acknowledgment included in the lease agreement itself, from the tenant acknowledging
3.12 that the tenant has received a copy of the lease. This signed receipt or acknowledgment is
3.13 prima facie evidence that the tenant has received a copy of the lease. The landlord must
3.14 provide the copy of the lease agreement with 14 days of the tenant's written request. The
3.15 tenant shall recover from the landlord treble, actual, and consequential damages or \$250,
3.16 whichever is greater, and reasonable attorney fees, for a violation of this section.

3.17 Sec. 7. Minnesota Statutes 2022, section 504B.116, is amended to read:

3.18 **504B.116 PRORATED RENT REQUIRED.**

3.19 (a) When a lease term for a residential unit ends on a date before the last day of the final
3.20 month, the amount of rent to be paid for the final month owed for the final month of rent
3.21 must be prorated at the average daily rate for that month so that the tenant only pays for the
3.22 actual number of days that occupancy is allowed. This provision applies to all leases,
3.23 including leases requiring the last month of rent to be paid in advance. Any attempted waiver
3.24 of this section by a landlord and tenant, by contract or otherwise, shall be void and
3.25 unenforceable. The tenant shall recover from the landlord treble, actual, and consequential
3.26 damages or \$500, whichever is greater, and reasonable attorney fees, for a violation of this
3.27 section.

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

4.1 Sec. 8. Minnesota Statutes 2022, section 504B.118, is amended to read:

4.2 **504B.118 RECEIPT FOR RENT PAID IN CASH.**

4.3 A landlord receiving rent or other payments from a tenant in cash must provide a written
4.4 receipt for payment immediately upon receipt if the payment is made in person, or within
4.5 three business days if payment in cash is not made in person. Any attempted waiver of this
4.6 section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.
4.7 The tenant shall recover from the landlord treble, actual, and consequential damages or
4.8 \$250, whichever is greater, and reasonable attorney fees, for a violation of this section.

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

4.10 **504B.131 RENT LIABILITY; UNINHABITABLE BUILDINGS.**

4.11 A tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit
4.12 for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender
4.13 such a building. A tenant or occupant may expressly agree otherwise except as prohibited
4.14 by section 504B.161. Any attempted waiver of this section by a landlord and tenant, by
4.15 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the
4.16 landlord treble, actual, and consequential damages or \$1,000, whichever is greater, and
4.17 reasonable attorney fees, for a violation of this section. This section shall be liberally
4.18 construed for the protection of tenants.

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

4.20 **504B.141 URBAN REAL ESTATE; HOLDING OVER.**

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

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

4.29 **504B.145 RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.**

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

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

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

5.11 Subd. 3. **Waiver prohibited.** Any attempted waiver of this section by a landlord and
5.12 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover
5.13 from the landlord treble, actual, and consequential damages or \$500, whichever is greater,
5.14 and reasonable attorney fees, for a violation of this section. This section shall be liberally
5.15 construed for the protection of tenants.

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

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

- 5.25 (1) the contract for deed has been reinstated or paid in full;
- 5.26 (2) the mortgage default has been cured and the mortgage reinstated;
- 5.27 (3) the mortgage has been satisfied;
- 5.28 (4) the property has been redeemed from a foreclosure sale; or
- 5.29 (5) a receiver has been appointed.

5.30 (b) Before entering into a lease under this section and accepting any rent or security
5.31 deposit from a tenant, the landlord must notify the prospective tenant in writing that the
5.32 landlord has received notice of a contract for deed cancellation or notice of a mortgage

6.1 foreclosure sale as appropriate, and the date on which the contract cancellation period or
6.2 the mortgagor's redemption period ends.

6.3 (c) This section does not apply to a manufactured home park as defined in section
6.4 327C.015, subdivision 8.

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

6.12 Sec. 13. **[504B.153] TENANT ABANDONMENT OF DWELLING.**

6.13 Subdivision 1. **Abandonment.** (a) If a residential tenant abandons a dwelling unit during
6.14 the lease term, the landlord shall make reasonable efforts to rent it at a fair rental value. If
6.15 the landlord rents the dwelling unit for a term beginning before the expiration of the rental
6.16 agreement, the agreement is terminated on the date the new tenancy begins. The rental
6.17 agreement is terminated by the landlord on the date the landlord has notice of the
6.18 abandonment if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair
6.19 rental value or if the landlord accepts the abandonment as a surrender. The tenant shall not
6.20 be liable for rent after the termination of the tenancy.

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

6.24 Subd. 2. **Waiver prohibited.** Any waiver of the rights provided by this section shall be
6.25 void and unenforceable.

6.26 Sec. 14. Minnesota Statutes 2023 Supplement, section 504B.161, subdivision 1, is amended
6.27 to read:

6.28 Subdivision 1. **Requirements.** ~~(a)~~ In every lease or license of residential premises, the
6.29 landlord or licensor covenants:

6.30 (1) that the premises and all common areas are fit for the use as advertised or promised
6.31 by the landlord or licensor, or otherwise intended by the parties;

7.1 (2) to keep the premises and all common areas in reasonable repair during the term of
7.2 the lease or license, including services and conditions listed in section 504B.381, subdivision
7.3 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when
7.4 the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant
7.5 or licensee or a person under the direction or control of the tenant or licensee;

7.6 (3) to make the premises and all common areas reasonably energy efficient by installing
7.7 weatherstripping, caulking, storm windows, and storm doors when any such measure will
7.8 result in energy procurement cost savings, based on current and projected average residential
7.9 energy costs in Minnesota, that will exceed the cost of implementing that measure, including
7.10 interest, amortized over the ten-year period following the incurring of the cost;

7.11 (4) to maintain the premises and all common areas in compliance with the applicable
7.12 health and safety laws of the United States, of the state, and of the local units of government,
7.13 including ordinances regulating rental licensing, where the premises are located during the
7.14 term of the lease or license, except when violation of the health and safety laws has been
7.15 caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a
7.16 person under the direction or control of the tenant or licensee; and

7.17 (5) to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from
7.18 October 1 through April 30, unless a utility company requires and instructs the heat to be
7.19 reduced.

7.20 ~~(b) The parties to a lease or license of residential premises may not waive or modify the~~
7.21 ~~covenants imposed by this section.~~

7.22 Sec. 15. Minnesota Statutes 2022, section 504B.161, subdivision 2, is amended to read:

7.23 Subd. 2. **Tenant maintenance.** The landlord or licensor may agree with the tenant or
7.24 licensee that the tenant or licensee is to perform specified repairs or maintenance, including
7.25 snow removal and maintenance of the lawn and premises, but only if the agreement is
7.26 supported by adequate consideration and the consideration is specifically set forth in a
7.27 conspicuous writing. No such agreement, however, may waive the provisions of subdivision
7.28 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises.

7.29 Sec. 16. Minnesota Statutes 2022, section 504B.161, subdivision 4, is amended to read:

7.30 Subd. 4. **Covenants are in addition.** The covenants contained in this section are in
7.31 addition to any covenants or conditions imposed by law or ordinance or by the terms of the

8.1 lease or license and do not limit other rights or remedies which may be available to the
8.2 residential tenant and landlord.

8.3 Sec. 17. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
8.4 to read:

8.5 Subd. 7. Remedies. If a landlord is in violation of this section, the tenant shall be entitled
8.6 to:

8.7 (1) treble, actual, and consequential damages, based on rent abatement for impairment
8.8 of use and enjoyment of the property for the period of the violation under section 541.05,
8.9 subdivision 1, and consequential damages, or \$500, whichever is greater;

8.10 (2) in the case of a residential building or residential unit that has been condemned for
8.11 city or county housing code or rental licensing violations, treble, actual, and consequential
8.12 damages, based on the total rent for the period of the violation under section 541.05,
8.13 subdivision 1, and consequential damages, or \$500, whichever is greater;

8.14 (3) in the case of violation of subdivision 2, treble, actual, and consequential damages,
8.15 based on adequate consideration for services performed by the tenant for the period of the
8.16 violation under section 541.05, subdivision 1, and consequential damages, or \$500, whichever
8.17 is greater;

8.18 (4) treble, actual, and consequential damages or \$500, whichever is greater, and
8.19 reasonable attorney fees, for a violation of this section;

8.20 (5) correction of violations by the landlord;

8.21 (6) at the tenant's option, full rescission of the lease and recovery of any damage deposit,
8.22 less any amount retained under section 504B.178;

8.23 (7) costs, disbursements, and reasonable attorney fees related to enforcement of this
8.24 section; and

8.25 (8) at the tenant's option, collection of awards under this subdivision as a credit against
8.26 current and future rents from the landlord.

8.27 Sec. 18. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
8.28 to read:

8.29 Subd. 8. Enforcement. A residential tenant may enforce the provisions of this section
8.30 in actions under sections 504B.281 to 504B.371, 504B.381, 504B.385, and 504B.395 to
8.31 504B.471, and other civil actions.

9.1 Sec. 19. Minnesota Statutes 2022, section 504B.161, is amended by adding a subdivision
9.2 to read:

9.3 Subd. 9. **Waiver prohibited.** Any attempted waiver of this section by a landlord and
9.4 tenant, by contract or otherwise, shall be void and unenforceable.

9.5 Sec. 20. Minnesota Statutes 2022, section 504B.173, subdivision 4, is amended to read:

9.6 Subd. 4. **Remedies.** (a) ~~In addition to any other remedies, a landlord who violates this~~
9.7 ~~section is liable to the applicant for the applicant screening fee plus a civil penalty of up to~~
9.8 ~~\$100, civil court filing costs, and reasonable attorney fees incurred to enforce this remedy.~~
9.9 Any attempted waiver of this section by a landlord and tenant, by contract or otherwise,
9.10 shall be void and unenforceable. The tenant shall recover from the landlord treble, actual,
9.11 and consequential damages or \$1,000, whichever is greater, and reasonable attorney fees,
9.12 for a violation of this section.

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

9.16 Sec. 21. Minnesota Statutes 2022, section 504B.175, subdivision 4, is amended to read:

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

9.26 Sec. 22. Minnesota Statutes 2022, section 504B.177, is amended to read:

9.27 **504B.177 LATE FEES.**

9.28 (a) A landlord of a residential building may not charge a late fee if the rent is paid after
9.29 the due date, unless the tenant and landlord have agreed in writing that a late fee may be
9.30 imposed. The agreement must specify when the late fee will be imposed. In no case may
9.31 the late fee exceed eight percent of the overdue rent payment. Any late fee charged or
9.32 collected is not considered to be either interest or liquidated damages. For purposes of this

10.1 paragraph, the "due date" does not include a date, earlier than the date contained in the
10.2 written or oral lease by which, if the rent is paid, the tenant earns a discount.

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

10.7 (c) Any attempted waiver of this section by a landlord and tenant, by contract or
10.8 otherwise, shall be void and unenforceable. The tenant shall recover from the landlord treble,
10.9 actual, and consequential damages or \$1,000, whichever is greater, and reasonable attorney
10.10 fees, for a violation of this section. This section shall be liberally construed for the protection
10.11 of tenants.

10.12 Sec. 23. Minnesota Statutes 2022, section 504B.178, subdivision 7, is amended to read:

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

10.20 Sec. 24. Minnesota Statutes 2022, section 504B.178, subdivision 10, is amended to read:

10.21 Subd. 10. **Waiver.** Any attempted waiver of this section by a landlord and tenant, by
10.22 contract or otherwise, shall be void and unenforceable. This section shall be liberally
10.23 construed for the protection of tenants.

10.24 Sec. 25. Minnesota Statutes 2022, section 504B.181, is amended by adding a subdivision
10.25 to read:

10.26 Subd. 7. **Waiver prohibited.** Any attempted waiver of this section by a landlord and
10.27 tenant, by contract or otherwise, shall be void and unenforceable. The tenant shall recover
10.28 from the landlord treble, actual, and consequential damages or \$500, whichever is greater,
10.29 and reasonable attorney fees, for a violation of this section. This section shall be liberally
10.30 construed for the protection of tenants.

11.1 Sec. 26. Minnesota Statutes 2022, section 504B.185, subdivision 2, is amended to read:

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

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

11.8 Sec. 27. Minnesota Statutes 2022, section 504B.185, is amended by adding a subdivision
 11.9 to read:

11.10 Subd. 3. Remedies. Any attempted waiver of this section by a landlord and tenant, by
 11.11 contract or otherwise, shall be void and unenforceable. The tenant shall recover from the
 11.12 landlord treble, actual, and consequential damages or \$1,000, whichever is greater, and
 11.13 reasonable attorney fees, for a violation of this section. This section shall be liberally
 11.14 construed for the protection of tenants.

11.15 Sec. 28. Minnesota Statutes 2022, section 504B.195, subdivision 1, is amended to read:

11.16 Subdivision 1. **Disclosure to tenant.** ~~(a) Except as provided in subdivision 3, A landlord,~~
 11.17 ~~agent, or person acting under the landlord's direction or control shall provide a copy of all~~
 11.18 ~~outstanding inspection orders for which a citation has been issued, issued in the previous~~
 11.19 ~~12 months~~ pertaining to a rental unit or common area, specifying code violations issued
 11.20 under section 504B.185, that the housing inspector identifies as requiring notice because
 11.21 the violations threaten the health or safety of the tenant, all notices of rental license denials,
 11.22 violations, suspensions, and terminations, and all outstanding condemnation orders and
 11.23 declarations that the premises are unfit for human habitation to:

11.24 (1) a tenant, either by delivery or by United States mail, postage prepaid, within 72 hours
 11.25 after issuance of the citation;

11.26 (2) a person before signing a lease or paying rent or a security deposit to begin a new
 11.27 tenancy; and

11.28 (3) a person prior to obtaining new ownership of the property subject to the order or
 11.29 declaration. The housing inspector shall indicate on the inspection order whether the violation
 11.30 threatens the health or safety of a tenant or prospective tenant.

11.31 ~~(b) If an inspection order, for which a citation has been issued, does not involve code~~
 11.32 ~~violations that threaten the health or safety of the tenants, the landlord, agent, or person~~

12.1 ~~acting under the landlord's control shall post a summary of the inspection order in a~~
 12.2 ~~conspicuous place in each building affected by the inspection order, along with a notice~~
 12.3 ~~that the inspection order will be made available by the landlord for review, upon a request~~
 12.4 ~~of a tenant or prospective tenant. The landlord shall provide a copy of the inspection order~~
 12.5 ~~for review by a tenant or a prospective tenant as required under this subdivision.~~

12.6 Sec. 29. Minnesota Statutes 2022, section 504B.195, is amended by adding a subdivision
 12.7 to read:

12.8 Subd. 2a. **Damages.** The tenant shall recover from the landlord treble, actual, and
 12.9 consequential damages or \$1,000, whichever is greater, and reasonable attorney fees, for a
 12.10 violation of this section.

12.11 Sec. 30. Minnesota Statutes 2022, section 504B.195, subdivision 5, is amended to read:

12.12 **Subd. 5. Remedies additional.** The remedies provided in this section are in addition to
 12.13 and shall not limit other rights or remedies available to landlords and tenants. Any provision,
 12.14 whether oral or written, of any lease or other agreement, whereby any provision of this
 12.15 section is waived by a tenant, is contrary to public policy and void. A violation of this section
 12.16 violates section 504B.161. This section shall be liberally construed for the protection of
 12.17 tenants.

12.18 Sec. 31. Minnesota Statutes 2022, section 504B.204, is amended to read:

12.19 **504B.204 ACTION FOR RENTAL OF CONDEMNED RESIDENTIAL PREMISES.**

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

13.1 (b) The remedies provided in this section are in addition to and shall not limit other
13.2 rights or remedies available to landlords and tenants. Any provision, whether oral or written,
13.3 of any lease or other agreement, whereby any provision of this section is waived by a tenant,
13.4 is contrary to public policy and void.

13.5 Sec. 32. Minnesota Statutes 2022, section 504B.205, subdivision 5, is amended to read:

13.6 Subd. 5. **Residential tenant remedies.** ~~A residential tenant may bring a civil action for~~
13.7 ~~a violation of this section and recover from the landlord \$250 or actual damages, whichever~~
13.8 ~~is greater, and reasonable attorney's fees. The tenant shall recover from the landlord treble,~~
13.9 actual, and consequential damages or \$1,000, whichever is greater, and reasonable attorney
13.10 fees, for a violation of this section. A violation of this section violates section 504B.161.
13.11 This section shall be liberally construed for the protection of tenants.

13.12 Sec. 33. Minnesota Statutes 2022, section 504B.231, is amended to read:

13.13 **504B.231 DAMAGES FOR OUSTER.**

13.14 (a) If a landlord, an agent, or other person acting under the landlord's direction or control
13.15 ~~unlawfully and in bad faith~~ removes, excludes, or forcibly keeps out a tenant from residential
13.16 premises, the tenant ~~may~~ shall recover from the landlord actual and consequential damages,
13.17 the greater of treble, actual, and consequential damages or \$500, whichever is greater,
13.18 \$1,000, and reasonable attorney's attorney fees, and at the tenant's option, full rescission of
13.19 the lease and recovery of any damage deposit less any amount retained under section
13.20 504B.178. A landlord may not charge or collect rent for a month where the landlord has
13.21 violated this section. A violation of this section by the landlord is a violation of section
13.22 504B.161.

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

14.1 Sec. 34. Minnesota Statutes 2022, section 504B.261, is amended to read:

14.2 **504B.261 PETS IN SUBSIDIZED DISABILITY ACCESSIBLE RENTAL**
 14.3 **HOUSING UNITS.**

14.4 In a multiunit residential building, a tenant of a disability accessible unit, in which the
 14.5 tenant or the unit receives a subsidy that directly reduces or eliminates the tenant's rent
 14.6 responsibility, must be allowed to have two birds or one spayed or neutered dog or one
 14.7 spayed or neutered cat. A renter under this section may not keep or have visits from an
 14.8 animal that constitutes a threat to the health or safety of other individuals, or causes a noise
 14.9 nuisance or noise disturbance to other renters. The landlord may require the renter to pay
 14.10 an additional damage deposit in an amount reasonable to cover damage likely to be caused
 14.11 by the animal. The deposit is refundable at any time the renter leaves the unit of housing to
 14.12 the extent it exceeds the amount of damage actually caused by the animal. The tenant shall
 14.13 recover from the landlord treble, actual, and consequential damages or \$1,000, whichever
 14.14 is greater, and reasonable attorney fees, and at the tenant's option, full rescission of the lease
 14.15 and recovery of any damage deposit less any amount retained under section 504B.178, for
 14.16 a violation of this section. Any attempted waiver of this section by a landlord and tenant,
 14.17 by contract or otherwise, shall be void and unenforceable. This section shall be liberally
 14.18 construed for the protection of tenants.

14.19 Sec. 35. Minnesota Statutes 2022, section 504B.265, is amended by adding a subdivision
 14.20 to read:

14.21 Subd. 5. Remedies. The personal representative of the tenant's estate shall recover from
 14.22 the landlord treble, actual, and consequential damages or \$500, whichever is greater, and
 14.23 reasonable attorney fees, for a violation of this section. This section shall be liberally
 14.24 construed for the protection of tenants.

14.25 Sec. 36. Minnesota Statutes 2022, section 504B.271, subdivision 2, is amended to read:

14.26 Subd. 2. ~~Landlord's punitive Damages.~~ If a landlord, an agent, or other person acting
 14.27 under the landlord's direction or control, in possession of a tenant's personal property, fails
 14.28 to allow the tenant to retake possession of the property within 24 hours after written demand
 14.29 by the tenant or the tenant's duly authorized representative or within 48 hours, exclusive of
 14.30 weekends and holidays, after written demand by the tenant or a duly authorized representative
 14.31 when the landlord, the landlord's agent or person acting under the landlord's direction or
 14.32 control has removed and stored the personal property in accordance with subdivision 1 in
 14.33 a location other than the premises, the tenant shall recover from the landlord ~~punitive~~

15.1 ~~damages in an amount not to exceed twice the actual damages or \$1,000, whichever is~~
15.2 ~~greater~~, in addition to actual damages, treble, actual, and consequential damages or \$1,000,
15.3 whichever is greater, and reasonable attorney's attorney fees.

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

15.10 The provisions of this subdivision do not apply to personal property which has been
15.11 sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords
15.12 who are housing authorities, created, or authorized to be created by sections 469.001 to
15.13 469.047, and their agents and employees, in possession of a tenant's personal property,
15.14 except that housing authorities must allow the tenant to retake possession of the property
15.15 in accordance with this subdivision.

15.16 Sec. 37. **[504B.276] LIMITATION ON CLAIM PRECLUSION.**

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

15.20 Sec. 38. Minnesota Statutes 2022, section 504B.285, is amended by adding a subdivision
15.21 to read:

15.22 Subd. 3a. **Damages.** The tenant shall recover from the landlord treble, actual, and
15.23 consequential damages or \$1,000, whichever is greater, and reasonable attorney fees, for a
15.24 violation of subdivisions 2 and 3.

15.25 Sec. 39. Minnesota Statutes 2022, section 504B.315, is amended to read:

15.26 **504B.315 RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.**

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

15.29 (b) No residential tenant of residential premises may be evicted, denied a continuing
15.30 tenancy, or denied a renewal of a lease on the basis of familial status commenced during
15.31 the tenancy unless one year has elapsed from the commencement of the familial status and

16.1 the landlord has given the tenant six months prior notice in writing, except in case of
16.2 nonpayment of rent, damage to the premises, disturbance of other tenants, or other material
16.3 breach of the lease.

16.4 (c) The tenant shall recover from the landlord treble, actual, and consequential damages
16.5 or \$1,000, whichever is greater, and reasonable attorney fees, for a violation of this section.
16.6 The remedy provided under this section is in addition to and shall not limit other rights or
16.7 remedies available to tenants. Any provision, whether oral or written, of any lease or other
16.8 agreement, whereby any provision of this section is waived by a tenant, is contrary to public
16.9 policy and void. This section shall be liberally construed for the protection of tenants.

16.10 Sec. 40. Minnesota Statutes 2023 Supplement, section 504B.375, subdivision 1, is amended
16.11 to read:

16.12 Subdivision 1. **Unlawful exclusion or removal.** (a) This section applies to actual or
16.13 constructive removal or exclusion of a residential tenant which may include the termination
16.14 of utilities or the removal of doors, windows, or locks. A residential tenant to whom this
16.15 section applies may recover possession of the premises as described in paragraphs (b) to
16.16 (e).

16.17 (b) The residential tenant shall present a verified petition to the district court of the
16.18 judicial district of the county in which the premises are located that:

16.19 (1) describes the premises and the landlord;

16.20 (2) specifically states the facts and grounds that demonstrate that the exclusion or removal
16.21 was unlawful, including a statement that no writ of recovery of the premises and order to
16.22 vacate has been issued under section 504B.345 in favor of the landlord and against the
16.23 residential tenant and executed in accordance with section 504B.365; and

16.24 (3) asks for possession.

16.25 (c) If it clearly appears from the specific grounds and facts stated in the verified petition
16.26 or by separate affidavit of the residential tenant or the residential tenant's attorney or agent
16.27 that the exclusion or removal was unlawful, the court shall immediately order that the
16.28 residential tenant have possession of the premises.

16.29 (d) The residential tenant shall furnish security, if any, that the court finds is appropriate
16.30 under the circumstances for payment of all costs and damages the landlord may sustain if
16.31 the order is subsequently found to have been obtained wrongfully. In determining the
16.32 appropriateness of security, the court shall consider the residential tenant's ability to afford
16.33 monetary security.

17.1 (e) The court shall direct the order to the sheriff of the county in which the premises are
17.2 located and the sheriff shall execute the order immediately by making a demand for
17.3 possession on the landlord, if found, or the landlord's agent or other person in charge of the
17.4 premises. If the landlord fails to comply with the demand, the officer shall take whatever
17.5 assistance may be necessary and immediately place the residential tenant in possession of
17.6 the premises. If the landlord, the landlord's agent, or other person in control of the premises
17.7 cannot be found and if there is no person in charge, the officer shall immediately enter into
17.8 and place the residential tenant in possession of the premises. The officer shall also serve
17.9 the order and verified petition or affidavit immediately upon the landlord or agent, in the
17.10 same manner as a summons is required to be served in a civil action in district court.

17.11 (f) The court administrator may charge a filing fee in the amount set for complaints and
17.12 counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

17.13 (g) Any attempted waiver of this section by a landlord and tenant, by contract or
17.14 otherwise, shall be void and unenforceable. This section shall be liberally construed for the
17.15 protection of tenants.

17.16 Sec. 41. Minnesota Statutes 2022, section 504B.391, subdivision 1, is amended to read:

17.17 Subdivision 1. **Noncompliance; fines and damages.** If the court finds that a landlord
17.18 has willfully failed to comply with a court order to remedy a violation, the court shall fine
17.19 the landlord and award damages to the tenant according to the following schedule:

17.20 (1) \$250 fine and \$250 in damages for the first failure to comply;

17.21 (2) \$500 fine and \$500 in damages for the second failure to comply with an order
17.22 regarding the same violation; and

17.23 (3) ~~\$750~~ \$1,000 fine and \$1,000 in damages for the third and each subsequent failure
17.24 to comply with an order regarding the same violation.

17.25 Sec. 42. Minnesota Statutes 2022, section 504B.395, subdivision 1, is amended to read:

17.26 Subdivision 1. **Who may bring action.** An action may be brought in district court by:

17.27 (1) a residential tenant of a residential building in which a violation, as defined in section
17.28 504B.001, subdivision 14, is alleged to exist;

17.29 (2) any housing-related neighborhood organization with the written permission of a
17.30 residential tenant of a residential building in which a violation, as defined in section
17.31 504B.001, subdivision 14, ~~clause (1) or (2),~~ is alleged to exist;

18.1 (3) a housing-related neighborhood organization that has within its geographical area
18.2 an unoccupied residential building in which a violation, as defined in section 504B.001,
18.3 subdivision 14, ~~clause (1) or (2)~~, is alleged to exist; or

18.4 (4) a state, county, or local department or authority, charged with the enforcement of
18.5 codes relating to health, housing, or building maintenance.

18.6 Sec. 43. Minnesota Statutes 2022, section 504B.395, subdivision 4, is amended to read:

18.7 Subd. 4. **Landlord must be informed.** A landlord must be informed in writing of an
18.8 alleged violation at least 14 days before an action is brought by:

18.9 (1) a residential tenant of a residential building in which a violation as defined in section
18.10 504B.001, subdivision 14, ~~clause (2) or (3)~~ clauses (2) to (5), is alleged to exist; or

18.11 (2) a housing-related neighborhood organization, with the written permission of a
18.12 residential tenant of a residential building in which a violation, as defined in section
18.13 504B.001, subdivision 14, ~~clause (2)~~ clauses (2) to (5), is alleged to exist. The notice
18.14 requirement may be waived if the court finds that the landlord cannot be located despite
18.15 diligent efforts.