

FROM: Paul Birnberg  
3439 Eleventh Avenue South  
Minneapolis, MN 55407  
612/722-1993  
[paulrainerbirnberg@gmail.com](mailto:paulrainerbirnberg@gmail.com)

TO: Minnesota House Committee on Housing Finance and Policy

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**Written Testimony for 3/11/2021 Committee Hearing  
on H0012DE1, Proposed Amendment to HF 12**

**Introduction**

Thank for this opportunity to testify in writing about HF 12. My electronic set up at home makes it difficult for me to testify “in person” by Zoom.

By way of background I am a retired attorney as of the end of 2018. For about 25 years I practiced housing law, representing both landlords and tenants but mostly tenants. I was one of the five reporters who drafted the housing-law recodification legislation, what is now Minn. Stat. Chap. 504B (1999 Minn. Laws ch. 199), and I led the drafting of the Minnesota State Bar Association form residential lease.

I support the thrust of HF 12 and of the amendment (which improves the original bill) but have concerns about some of the amendment. Most of my concerns involve what I think are drafting problems. I lay those out in Part II below. I have one policy concern, which I discuss in Part I.

I discuss the amendment only and not the original bill since I assume that the amendment is the item the committee will be seriously considering.

**Part I**

I think the amendment bans “no cause” evictions – evictions based on lease terminations without cause by a notice to quit or nonrenewal. This is important. Otherwise, the amendment would create a big loophole for landlords who want to evict tenants who are behind on rent due to the pandemic or otherwise remove acceptable tenants and force them into unsafe housing. There is evidence from other states where non-payment evictions are banned but no-cause evictions are allowed illustrating the concern -- an upsurge of no-cause evictions, some filed right after a landlord tries but fails to evict for non-payment.

Lines 1.20-1.22 (“A material violation does not include ... holding over past the expiration of the lease”) indicate that the amendment is meant to protect tenants from no-cause evictions. The specific exception for family members in line 2.5 suggests the same thing.

However, the amendment is unclear because lines 1.16-1.17 are self-referring. They could be read to allow eviction based on a properly timed no-cause notice to quit or nonrenewal. As discussed above, this would create a bad loophole. I would change “paragraph (b)” to “paragraph (b), clauses (1), (2) or (4),” on line 1.17 and on line 2.7.

## **Part II**

My drafting concerns are discussed below. My comments are ordered from the top to the bottom of the DE amendment.

Line 1.13-1.14: Minn. Stat. § 504B.165 does not actually define “unlawful destruction”. I would change these two lines to “(1) causes unlawful destruction of the residential property in a manner that would allow an action under Minnesota Statutes, section 504B.165;”.

Line 3.4 uses the phrase "in-law". It is unclear which in-laws qualify. Section 273.124, subdivision 1, paragraph (c) already says, “‘relative’ means a parent, stepparent, child, stepchild, grandparent, grandchild, brother, sister, uncle, aunt, nephew, or niece. This relationship may be by blood or marriage”. Therefore the appropriate in-laws are already covered and are covered with specificity. I would delete "in-law" from the bill.

Line 5.21 does not allow for the possibility of a new Executive Order limiting evictions. I would change “or 20-79” to “20-79 or similar order”.

Line 5.25-5.26: The second sentence in clause (b) requires the court clerk to do legal analysis of section 2 and to make legal rulings. That seems wrong to me, and I’d guess to the clerks as well. Also, what happens if the clerk misses something? I would change the second sentence in this clause to “If the notice is not attached, the court must dismiss the case without prejudice and expunge the case.”

Thank you for your consideration.