



Minnesota Tenant Bill of Rights

A Call to Action for Policymakers

Have any of your constituents contacted you for assistance regarding proposals in this Minnesota Tenant Bill of Rights? Do you want to play a vital role in advancing one or more of the remedies laid out in this document? Contact HOME Line's Public Policy Director, Michael Dahl (michaeld@homelinemn.org), to determine the next steps.

About HOME Line

HOME Line provides free legal, organizing, educational, and advocacy services so tenants throughout Minnesota can solve rental housing problems. Our statewide tenant hotline provides renters with free, confidential, and convenient legal information about their tenant rights. The hotline began advising renters in 1992 and expanded to cover the entire state in 2014.

Since opening in 1992, we have advised over 330,000 renter households from every county in the state. In 2023, we advised over 20,000 households.

Because we work directly with so many households through our hotline and direct organizing, we have unique insight into the issues facing many Minnesotan tenants and the policy fixes that will help them thrive.

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Table of Contents

Introduction.....	3
The Minnesota Tenant Bill of Rights.....	6
The Right to a Fair Application and Rental Process.....	8
The Right to a Fair Lease.....	11
The Right to a Habitable Home.....	14
The Right to Reasonable Rent.....	16
The Right to Balanced Power in Court.....	18
The Right to Safeguards Against Eviction.....	20
The Right to Clear Rules.....	23

Introduction

A power imbalance exists between landlords and tenants:

- **Landlords write the leases.**

Unsurprisingly, rental contracts are written in ways that protect landlords' interests more than tenants' interests.¹

- **Until recently, updates to landlord and tenant laws have been infrequent.**

Landlord and tenant laws date back to the Territorial Laws

of Minnesota (*See Minn. Terr. Stat. Chs. 74, 87 (1851)*), and there was little change for 120 years. Since 1971, the Legislature gradually added more tenant rights and protections, with high points being the early 1970s, the 1989 laws based on the Recommendations of the Governor's Commission on Affordable Housing for the 1990s, the 2010 Tenants Bill of Rights, the [2023 Minn. Laws Chapter 52, Senate F. No. 2909, Article 19 §§ 83-120](#), and the [Minnesota Session Laws 2024 Regular Session, Chapter 118](#) and [Chapter 127, Article 15](#).

- **Many renters find the court process intimidating.** The courts are often unfamiliar places for renters seeking remedies to address landlord violations.
- **Many renters aren't represented in court.** While landlords frequently benefit from attorney representation, many tenants must navigate the process independently.



¹ HOME Line attorneys frequently see leases like this 54-page lease from 2023. Pink represents clauses that protecting landlord interests (52%) and green clauses protected tenant interests (6%).

- **Not every county has a housing court.** Some judges in Greater Minnesota must handle more than tenant-landlord disputes. Because of this, they may not know about recent laws extending additional rights to Minnesota renters.

Landlords' advantages—in leases, in the law, and in courts—contribute to the power imbalance.

In response to their constituents' needs, many legislators sponsored legislation to advance tenant rights and protection during the 2023 - 2024 biennium, and many of the bills passed. **As a result, the 2023-2024 legislative biennium resulted in the most significant advance of tenants' rights and protections in the state's 166-year history:**

- **2023 legislative changes:**
 - Landlords must issue a 14-day written notice before filing evictions for non-payment of rent.
 - Repair emergencies now include a non-working refrigerator, a non-working air conditioner (if included in the lease), severe infestations, and a city notice of intent to condemn the property.
 - Landlords can't force tenants to renew the lease more than six months before the lease is over.
 - Public housing tenants are entitled to court-appointed attorneys in breach of lease evictions.
 - Courts have more flexibility in scheduling eviction trials and limits when ordering tenants to pay disputed rent into court.
 - Mandatory expungements of eviction court records expanded.
 - Tenant privacy rights are clarified.
 - If the tenant does not control the thermostat, landlords must provide 68 degrees of heat from October 1 to April 30.
 - Landlords are limited in evicting tenants for conduct off of the property not involving violence.
 - Landlords cannot evict tenants for cannabis use other than smoking and vaping.
 - If pets are allowed, landlords cannot require tenant pets to be declawed or devocalized.
 - Landlords must disclose mandatory fees in adverts and before a lease is signed.
 - Tenants can require move-in and move-out inspections.
 - Lowering filing fees for lockout and emergency repair cases.
 - With 2-months notice, infirm tenants can terminate their leases to move into a medical care facility.

- **2024 legislative changes** (*effective on January 1, 2025, unless otherwise noted*):
 - Landlords must give prospective tenants the option of using an ITIN and cannot deny a tenant solely based on their use of an ITIN instead of an SSN.
 - If a tenant abandons the dwelling mid-lease, the landlord must make reasonable efforts to re-rent and reduce damage to the tenant.
 - Tenants have the right to establish and operate tenant associations, tenant organizing activities are protected, and landlords are prohibited from retaliating for participating in those activities.
 - Tenants have protections when they cannot move into apartments due to new construction delays.
 - Landlords are not able to deny tenant applications for some prior eviction reasons.
 - Tenant screening agencies have to use up-to-date records when issuing reports.
 - Tenants are protected from being evicted for making emergency calls for mental health or other health crises.
 - Late fees are limited in public and subsidized housing.
 - Landlords are regulated when using utility submetering.
 - Landlord property maintenance obligations are clarified, including emergency repairs and compliance with ordinances regulating rental licensing.
 - It is clarified that the Attorney General can enforce landlord and tenant laws.
 - It is clarified when domestic violence victims can terminate their leases early (effective in 2024).
 - It is clarified how eviction summons and complaints are to be served.

While this is a long list of changes, an imbalance still exists. Changes are still needed to make the statutes clearer, more equitable, and more applicable to modern times.

This document provides many policy ideas to help Minnesota eliminate that power imbalance. HOME Line has advanced some of these ideas in the past; some have relied on the leadership of other, often allied, organizations.

The Minnesota Tenant Bill of Rights

1. **The Right to a Fair Application Process:** Searching for a future home is costly and stressful for many renters. This is especially true if you are low-income, have a checkered past, or belong to a population that must often contend with prejudice or discrimination. Reducing unnecessary costs and barriers and addressing discrimination will make the application process fairer.
2. **The Right to a Fair Lease:** Landlords write the leases. Unsurprisingly, rental leases are written to protect landlords' interests more than the tenants'. Tenants can rarely negotiate the terms of the lease they have been presented with because the landlord often has many other prospective tenants who will accept the lease terms. Minnesota law should correct the power imbalances.
3. **The Right to a Habitable Home:** Everyone deserves a safe home. However, tenants usually do not have the authority to make their own repairs. They must rely on their landlord to keep the property reasonably maintained. Too often, this leads to delays in making the repairs or not getting them done at all. Many tenants are reluctant to even ask for repairs for fear of retaliation. Policies to make rental housing fit for its intended purpose will address livability issues that tenants face while increasing Minnesota's stock of safe and quality housing.
4. **The Right to Reasonable Rent:** Rents have increased relative to tenants' incomes for decades. At Minnesota's current minimum wage, a worker must work 82 hours per week to afford a modest one-bedroom home at Fair Market Rate.² To add insult to injury, only 34 affordable and available rental homes exist per 100 extremely low-income renter households that need them.³ Protecting tenants from excessive rent increases will encourage household and community stability.
5. **The Right to Balanced Power in Court:** Rules mean very little if there are no consequences to breaking them. In the most recent decades, good laws have been passed that are supposed to help ensure tenants are treated fairly, but they lack any enforcement method. If there is no way that tenants can make a landlord follow a rule, then there is very little incentive for landlords to comply with the rule, and if there are no consequences for breaking a rule, then it is not much of a rule at all. Additionally, the courts are often unaffordable and unfamiliar places

² National Low Income Housing Coalition, "2024 Out of Reach Report: The High Cost of Housing," <https://nlihc.org/oor/state/mn>

³ National Low Income Housing Coalition, "The Gap: A Shortage of Affordable Homes (March 2024)," <https://nlihc.org/gap/state/mn>

for renters seeking remedies to address landlord violations, making many reluctant or unable to pursue what enforcement options do exist. Lastly, landlords frequently benefit from attorney representation, but many tenants must navigate the process independently, putting them at a disadvantage. Giving teeth to current Minnesota law and expanding access to courts will help renters better use the legal system to address their claims.

6. **The Right to Safeguards Against Eviction:** Evictions and involuntary (landlord-initiated) displacements significantly disrupt households. Landlords should have just cause to end a tenancy and ask a tenant to leave. However, sometimes, mutually agreeing to terminate a lease and parting ways is the best solution, such as when households lose income and taking a tenant to court in such situations accomplishes nothing as they can neither pay their rent nor a penalty for being unable to do so. Beyond affordability issues, tenants need more notice when landlords claim lease violations—before taking the matter to court. Lastly, there are times when landlords list minors on a lease. If the adults can't pay the rent, the minors have an eviction action become part of their rental record. This practice must be made illegal.

7. **The Right to Clear Rules:** Many landlord-tenant laws are not clear. This lack of clarity affects landlords and tenants, their advocates and attorneys, and the courts. Clarifying and updating these statutes will assist all the involved parties.

The Right to a Fair Application and Rental Process

Searching for a future home is costly and stressful for many renters. This is especially true if you are low-income, have a checkered past, or belong to a population that must often contend with prejudice or discrimination. Reducing unnecessary costs and barriers and addressing discrimination will make the application process fairer.

Here are samples of legislation to secure the right to a fair application and rental process:

1. **Prohibit pre-lease deposits and application screening fees.** Current state law allows landlords to charge prospective tenants an unregulated sum for the landlord to “hold” an apartment. Often, these deposits are hundreds of dollars in addition to any application fee. Landlords are only supposed to charge these fees if they make a written agreement with the prospective tenant that lays out when the pre-lease deposit will be returned, but there are no parameters given in the current statute of what those circumstances might be. If the parties do not enter into a rental agreement, the tenant is not guaranteed that the deposit will be returned promptly or that they will get their deposit back at all. The only realistic remedy a tenant has is to file a claim in Conciliation Court, which can take several months to be heard and has its own filing fees associated with it.

Application fees are slightly more regulated in that the current statute explicitly states that a landlord can only use the fee collected for performing a background check and that any amount not used for that purpose must be returned to the applicant. The statute is also much more explicit on what circumstances a landlord must return an application fee, but it gives no timeline for when the landlord must do so. Application fees typically range from \$30-\$100, but there is no regulation on how much can be charged to perform a background check. This fee is typically very regressive since the same fee can be charged to a tenant looking for a \$750 studio apartment or a tenant looking to rent a luxury lake home for \$5,000 per month. Renters of color report paying higher total amounts in application fees.⁴

A tenant’s remedy if there are concerns about the actual amounts being used for these checks is, again, to file a claim in Conciliation Court.

⁴ <https://www.zillow.com/research/renters-consumer-housing-trends-report-2023-33317/>

2. **Limit the grounds for denying a rental application.** The persistent low vacancy rates, increases in rent, and stagnant wages have made it difficult for renters to access safe, affordable housing. Like some cities in the state, Minnesota should limit the reasons landlords can use to deny tenant applications.

Prohibited grounds should include:

(a) criminal history involving non-violent offenses, arrests that did not result in conviction, cases with decisions that were vacated or expunged, convictions for crimes that are no longer illegal, and old cases;

(b) credit scores; and

(c) evictions where the landlord did not win, or are old.

As many as one-third of adults in the United States have a criminal history.⁵ The United States Department of Housing and Urban Development identified individualized assessments as the preferred mechanism for landlords to screen individuals with criminal history barriers fairly.⁶ Sociological research does not support the idea that a criminal record provides accurate information about the potential for housing success.⁷

About forty-five million people in the United States have no credit history or lack sufficient credit history to generate a credit score with the major credit bureaus.⁸ A 2013 Federal Trade Commission Study found that one in five consumers had an error on at least one of their three credit reports. Numerous studies find that credit scoring systems have disparate impacts on communities of color. Credit scores are typically not based on the applicant's rent payment history and do not necessarily predict the likelihood of paying rent on a regular and timely basis.

3. **Prohibit source of income discrimination.** The Minnesota Human Rights Act should be amended to clarify that housing discrimination based on a person's source of income is illegal. Because of source of income discrimination, we see many renters struggle to find places to live, sometimes leading them to lose the

5

<https://www.brennancenter.org/our-work/analysis-opinion/just-facts-many-americans-have-criminal-records-college-diplomas>

⁶ HUD Outlines its Action Plan to Remove Unnecessary Barriers to Housing for People with Criminal Records, https://www.hud.gov/press/press_releases_media_advisories/hud_no_23_083

⁷ HUD User Office of Policy Development and Research, Tenant Screening With Criminal Background Checks: Predictions And Perceptions Are Not Causality, May 17, 2022, <https://www.huduser.gov/portal/pdredge/pdr-edge-frm-asst-sec-051722.html>

⁸ United States Government Accountability Office, Credit Scoring Alternatives for Those Without Credit, January 05, 2022, <https://www.gao.gov/blog/credit-scoring-alternatives-those-without-credit>

housing assistance they waited years to receive. Often, source of income prohibitions are thinly-veiled discrimination based on class, disability, and race/ethnicity. These protections will also ensure that new funds for housing vouchers, rental assistance, and existing support programs for renters work as intended. Without these protections, we are left without many of the tools needed to address worsening housing insecurity in our communities.

- 4. Require showing of the actual unit.** Some landlords show prospective tenants an apartment different from what the tenant actually receives. The landlord should have to inform the tenant of the right to visit the apartment and, at the prospective tenant's request, allow the prospective tenant to see the apartment before signing a lease.

The Right to a Fair Lease

Landlords write the leases. Unsurprisingly, rental leases are written to protect landlords' interests more than the tenants'. Tenants can rarely negotiate the terms of the lease they have been presented with because the landlord often has many other prospective tenants who will accept the lease terms. Minnesota law should correct the power imbalances.

Here are samples of legislation that would make leases for apartments more fair:

1. **Prohibit landlords from unilaterally changing the lease.** Some landlords tell tenants that the landlord can change the lease, with or without notice to the tenant, while the tenant cannot do the same. Leases are contracts, and neither party can legally change the lease without the other party's agreement, but many tenants do not know this. The law should make clear that changes to leases require the agreement of both the landlord and tenant, along with consideration, meaning that both the landlord and tenant benefit from the change. All leases should contain this language.
2. **Prohibit class action waivers and arbitration requirements in leases.** Some leases require tenants to use arbitration rather than going to court to enforce their rights and prohibit them from filing class actions. The leases do not similarly bind the landlords. The effect of these provisions is to dissuade tenants from enforcing their rights before independent courts.
3. **Prohibit landlords from trespassing guests of tenants.** The law allows tenants to decide who visits them and allows landlords to evict tenants for what guests do on the property, but it does not allow landlords to exclude guests without obtaining a restraining order from the courts. Many landlords try to exclude guests with the assistance of law enforcement but without going to court. The law should make clear that landlords cannot trespass on tenants' guests.⁹
4. **Provide Tenants with freedom of expression.** Manufactured home park tenants have freedom of expression, while other tenants do not. Like manufactured home park owners, landlords should not be able to prohibit tenants from peacefully organizing, assembling, canvassing, leafleting, or otherwise exercising within the building for noncommercial purposes.
5. **Require landlords to disclose local contact information fully.** Current law requires landlords to disclose their contact information, but some landlords use post office boxes and commercial mailboxes rather than an actual local street

9

https://povertylaw.homestead.com/files/Reading/Residential_Eviction_Defense_in_Minnesota.htm#TOC1_339

address that tenants can visit, making it difficult for tenants to have their concerns addressed promptly. Landlords should be prohibited from using post office boxes and commercial mailboxes as their disclosed contact information. They should be required to have and disclose a local address, phone number, and electronic address. The contact person should be required to respond to inquiries from tenants within a reasonable period.

6. **Regulate landlord towing of cars.** Many landlords tow tenant cars without notice, causing tenants financial and emotional harm. Landlords should be allowed to tow only for a reasonable business purpose listed in the lease and only after giving the tenant a 24-hour notice, with some exceptions. A landlord may tow or remove a tenant's motor vehicle without notice to the tenant only if the vehicle: (a) Blocks or prevents access by emergency vehicles; (b) Blocks or prevents entry to the premises; (c) Violates a prominently posted parking prohibition; (d) Blocks or is unlawfully parked in a space reserved for persons with disabilities; and (e) Is parked in an area not intended for motor vehicles including, but not limited to, sidewalks, lawns and landscaping.
7. **Update security deposit rules.** The security deposit law has had few changes since it was created in the 1970s. The law should be updated by increasing the interest, capping the deposit at the rent for one month, and requiring more detail in the deposit withholding notice (including the cost and time of repair, the cost of replacing damaged property, and the rate of pay of the workers), and increasing penalties for violations. The interest rate on security deposits has been 1% since 2003. Late fees have been capped at 8% since 2010. These two rates should be the same. The current interest rate set by the Minnesota Department of Commerce for customer deposits with water, gas, telephone, cable television, electric light, heat, or power companies is 5.3%.¹⁰ The average interest rate for savings deposits ranges from 2% to 4%, depending on the type of account a landlord earns during the tenancy term, but only needs to pass along a fraction.¹¹ The security deposit interest rate should not be a profit center for landlords. The rate should be increased to 4%. Some landlords require deposits much higher than the rent, making it difficult for low-income tenants to rent apartments they otherwise can afford. Deposits should be limited to the rent for one month. Current penalties are not an adequate incentive for some landlords to comply with the law. Some landlords charge more for repairs than their actual costs.
8. **Allow tenants to end leases early when landlords violate the background check requirement for hiring managers.** Some landlords do not comply with the Kari Koskinen Manager Background Check Act, which requires landlords to conduct background checks on staff who are allowed to enter tenants' dwelling units. Tenants should have the right to end their leases with notice to the landlord in these instances.

¹⁰ <https://mn.gov/commerce/business/telecom/interest-rates/>

¹¹ LendingTree, LLC, Banking Rates & News - Minneapolis Area - <https://www.depositaccounts.com/local/minneapolis/>

- 9. Clarify methods for paying rent.** Some landlords do not accept cash or certified funds but require tenants to pay through electronic portals and charge fees to do so. Low-income tenants often only use cash and cannot use portals. Some landlords that use portals block tenants from using the portal to retaliate against tenants. Landlords should be required to accept cash or certified funds and prohibited from charging fees for paying rent and blocking tenant use of portals.
- 10. Prohibit leases from limiting tenant notices in the winter.** Some leases prohibit tenants from giving otherwise proper written notice to terminate a tenancy during the months of October through March but do not limit the landlord's right to terminate the lease during these times. Tenants should have the same right as the landlord to end the lease.

The Right to a Habitable Home

Everyone deserves a safe home. However, tenants usually do not have the authority to make their own repairs. They must rely on their landlord to keep the property reasonably maintained. Too often, this leads to delays in making the repairs or not getting them done at all. Many tenants are reluctant to even ask for repairs for fear of retaliation. Policies to make rental housing fit for its intended purpose will address livability issues that tenants face while increasing Minnesota's stock of safe and quality housing.

Here are samples of legislation to secure the right to a habitable home:

1. **Require landlords to maintain yards and remove snow.** Current law requires landlords to maintain the property but allows tenants to agree to maintain the property with compensation. Some landlords require tenants to maintain yards and remove snow without compensation. The law should make clear that yard maintenance and snow removal are covered by the law.
2. **Provide tenants with the right to repair and deduct.** Shelter is a necessity. Some landlords ignore tenant requests for repairs. Many states allow tenants to make or pay for repairs and deduct the cost from rent after giving notice to the landlord, giving the landlord some time to complete repairs. Current Minnesota law requires tenants to go to court when landlords violate habitability laws, but many tenants do not have the time and money to go to court. Minnesota should join these other states.
3. **Reduce burdens on tenants when bringing claims for repairs.** The 2023 laws prohibited courts from requiring tenants to pay rent claims that tenants dispute in eviction actions, but tenants are still required to pay disputed rent into court when filing a rent escrow action. The law should remove that obligation.
4. **Requiring landlords to conduct and disclose radon test results every three years and perform mitigation.**¹²
5. **Provide more options to tenants facing repair problems.** Tenants only have the right to end the lease when the property is so bad that it is unlivable. Current law allows tenants facing repair problems to ask the court for help and order the landlord to repair the property and reduce the tenant's rent, but more options are needed. Current law allows the court to order the landlord to repair the property and reduce the tenant's rent, but more options are needed. The law should expand habitability relief to include relocation, ending the lease, personal

12

https://www.revisor.mn.gov/bills/text.php?number=SF3807&version=0&session=ls93&session_year=2024&session_number=0

injury damages, and reasonable attorney fees (without an arbitrary cap) if the tenant asks for them.

- 6. Mandate renters' insurance policies to insure tenants who accidentally damage their rented homes by any non-intentional means, not just by fire.**
- 7. Make it easier for neighborhood organizations to help tenants in court cases.** Current law places many requirements on organizations that want to help tenants enforce their rights, limiting the number of organizations that can help. These requirements should be reduced, like allowing an organization to work with a single tenant rather than with most of the tenants in the building.
- 8. Update the law on inspection agencies.** The current law allows tenants to request city inspections and requires landlords to disclose outstanding inspection and condemnation orders, but it has not been updated in many years. It should be expanded to require landlords to disclose rental license denials, violations, suspensions, and terminations and to both allow inspections and comply with inspection orders by the given deadlines.
- 9. Make it easier to appoint administrators.** When tenants file habitability cases against landlords who fail to maintain the property, the courts can appoint an administrator to temporarily manage the property and complete repairs. Current law requires the court to determine the property's economic viability which makes appointments rare. If landlords are not required to show a property is economically viable to operate it, economic viability should not be a requirement for the appointment of administrators.

The Right to Reasonable Rent

Rents have increased relative to tenants' incomes for decades. At Minnesota's current minimum wage, a worker must work 82 hours per week to afford a modest one-bedroom home at Fair Market Rate.¹³ To add insult to injury, only 34 affordable and available rental homes exist per 100 extremely low-income renter households that need them.¹⁴ Protecting tenants from excessive rent increases will encourage household and community stability.

Here are samples of legislation to secure the right to reasonable rent and costs:

- 1. Limit rent increases in Low-Income Housing Tax Credit (LIHTC) properties.** Cap rent increases so existing tenants of LIHTC properties can continue to afford their housing. All tenants of LIHTC properties are low-income, with many on fixed incomes. However, rent increases are determined by increases in the Area Median Income, which has nothing to do with what existing tenants can afford.
- 2. Prohibit rent increases during the term of the lease.** Some landlords increase the rent in the middle of the lease, while the tenant cannot reduce the rent in the middle of the lease. As discussed above, leases are contracts, and neither party is legally allowed to change the lease without the other party's agreement, but many tenants do not know this. The law should make clear that changes to increase the rent in the middle of leases require the agreement of both the landlord and tenant, along with consideration, meaning that both the landlord and tenant benefit from the change. Leases should contain this language.
- 3. Require notices of rent increases in month-to-month leases to allow the tenant to vacate or accept the rent increase.** Month-to-month leases allow both the landlord and tenant to give a one-month notice to terminate the lease and the landlord to raise the rent. If the landlord gives the rent increase notice on the last day of the month, the tenant may not have time to give their own one-month notice to terminate the lease, locking the tenant into at least one month of the unaffordable rent. The tenant should have the right to sufficient time to terminate the lease or accept the increase before the rent increases.
- 4. Prohibit accelerated rent clauses in residential tenancies.** Some leases include an acceleration clause that gives the landlord the right to claim rent for

¹³ National Low Income Housing Coalition, "2024 Out of Reach Report: The High Cost of Housing," <https://nlihc.org/oor/state/mn>

¹⁴ National Low Income Housing Coalition, "The Gap: A Shortage of Affordable Homes (March 2024)," <https://nlihc.org/gap/state/mn>

the remainder of the lease if the tenant gets behind on the rent and to hold the tenant liable for it even if the tenant leaves and the landlord rents to another tenant. The law should prohibit this.

5. **Reduce late fees to 4% instead of 8%.** Current law has allowed an 8% late fee since 2010, even though interest rates have fluctuated significantly. The interest rate on security deposits has been 1% since 2003. They should be the same. The average interest rate for savings deposits ranges from 2% to 4%, depending on the type of account. Late fees should not be a profit center for landlords. The fee should be reduced to 4%.
6. **Repeal the prohibition on local rent stabilization.** News sources from all across the country regularly report on rent inflation and its effect on housing affordability. Voters should be able to decide in the cities where they live if they want rent stabilization. That is democracy.
7. **Regulate corporate/investor ownership of single-family rental homes.** National corporations and limited liability companies have been purchasing single-family homes and converting them to rental properties. They often charge high rents, use leases that do not follow state laws, and do not maintain local offices to respond to tenant complaints. The law should limit the number of homes these entities can rent.

The Right to Balanced Power in Court

Rules mean very little if there are no consequences to breaking them. In the most recent decades, good laws have been passed that are supposed to help ensure tenants are treated fairly, but they lack any enforcement method. If there is no way that tenants can make a landlord follow a rule, then there is very little incentive for landlords to comply with the rule, and if there are no consequences for breaking a rule, then it is not much of a rule at all. Additionally, the courts are often unaffordable and unfamiliar places for renters seeking remedies to address landlord violations, making many reluctant or unable to pursue what enforcement options do exist. Lastly, landlords frequently benefit from attorney representation, but many tenants must navigate the process independently, putting them at a disadvantage. Giving teeth to current Minnesota law and expanding access to courts will help renters better use the legal system to address their claims.

Here are samples of legislation to secure the right to balanced power in court:

- 1. Use “shall” instead of “may” when describing various relief options for tenants across the chapter dealing with tenant-landlord relationships.**
- 2. Create consequences for violating housing laws.** Legal obligations should include consequences for violations, including minimum damages and attorney’s fees.
- 3. Update penalties for violations so that they act as a deterrent.** Some laws have penalties that have not been updated in almost 50 years, with some penalties as little as \$100. One hundred dollars in 1975 dollars would be nearly \$600 today. Increasing penalties has more to do with encouraging compliance and less to do with giving money to tenants. Penalties should be increased so they are an effective deterrent to breaking the rules.
- 4. Direct courts to interpret rules with the protection of tenants in mind to ensure more equitable outcomes.** One law on habitability requires the courts to interpret any ambiguities in the law in favor of protecting tenants. Other laws intended to protect tenants should have the same requirement.
- 5. Expand the right to a jury trial beyond eviction cases.** Landlords and tenants have the right to a jury trial in eviction cases filed by landlords, but they do not have the same right in cases filed by tenants, such as rent escrow, tenant remedies, emergency tenant remedies, and lockout cases. Fundamental fairness means jury trials should be available in cases filed by landlords and tenants.
- 6. Ensure that courts fully consider tenant claims.** Courts regularly allow landlords to present their eviction cases without limitation, but some courts treat

tenant claims as insignificant. For instance, when tenants sue landlords about repairs, some courts will end the case after the landlord completes repairs without considering the tenant's claims for damages. Other courts have ended cases after ordering repairs without determining if the landlord ever completed repairs. Tenants should be allowed to present claims for violations of all landlord and tenant laws, and the courts should be required to rule on them and not close the case prematurely.

7. **Allow tenants to file the Rent Escrow case against landlords that do not provide a Certificate of Rent Paid.** Landlords are required to issue a Certificate of Rent Paid to tenants so they can file for the Renter's Credit. When the landlord does not issue it, all the tenant can do is file an affidavit with the Minnesota Department of Revenue. Tenants should be able to file a quick court case like a Rent Escrow case to obtain an order from the court to provide the certificate.
8. **Expand and clarify the prohibition on retaliation.** Retaliation takes many forms. Sometimes, it's being slow to respond to maintenance requests because the tenant has asked "too many times" to have something fixed. Sometimes, it's deciding not to renew someone's lease because they called the police. Sometimes, it's raising someone's rent unreasonably because they complained about a privacy violation. Even if tenants know they are protected from retaliatory actions, the retaliation defense is only usable after something bad has already happened to them. A tenant has to jump through several hoops, deal with incredibly stressful situations, and often go to court and risk losing their home to prevent retaliation. This makes tenants reluctant to exercise their rights. Protection from retaliation comes from several different sources, all of which are triggered by different tenant actions and protect the tenant from slightly different things. Which statute applies, what protection it offers, and what a tenant must do to trigger that protection is often a source of confusion, and there are gaps where a tenant is not protected at all. The several retaliation laws should be consolidated into one law and expanded to include more protected rights for tenants, more prohibited retaliatory conduct by landlords, and more remedies for tenants.
9. **Expand due process for tenants and landlords.** Most types of civil cases allow all parties to request information from opposing parties, called discovery, and to ask the court for reconsideration or a new trial based on errors in the case. The law does not require the courts to allow discovery in eviction, habitability, and lockout cases. Tenants and landlords should have that right.

The Right to Safeguards Against Eviction

Evictions and involuntary (landlord-initiated) displacements significantly disrupt households. Landlords should have just cause to end a tenancy and ask a tenant to leave. However, sometimes, mutually agreeing to terminate a lease and parting ways is the best solution, such as when households lose income and taking a tenant to court in such situations accomplishes nothing as they can neither pay their rent nor a penalty for being unable to do so. Beyond affordability issues, tenants need more notice when landlords claim lease violations—before taking the matter to court. Lastly, there are times when landlords list minors on a lease. If the adults can't pay the rent, the minors have an eviction action become part of their rental record. This practice must be made illegal.

Here are samples of legislation to secure the right to safeguards against evictions:

- 1. Require just cause to end a lease.** Current law allows landlords to end leases without any reason, as long as the landlord is not retaliating and discriminating against the tenant and gives proper notice. This makes tenants uncertain about whether they should establish roots in their communities, which hurts communities with the constant turnover of residents. Owners of public housing and most types of subsidized housing already have to have a good reason to end the lease. All landlords should have this requirement. The reason for ending a lease can include lease violations by the tenant, the owner's need to use the unit for family members, renovating the property, or converting the property to another use.
- 2. Allow tenants to terminate the lease upon loss of income.** Minnesota law allows a landlord to evict a tenant for failing to pay the rent but does not allow the tenant who has lost income and cannot afford the rent to terminate the lease and avoid the eviction court case. During the Pandemic, many tenants who had lost income asked their landlords to terminate their leases, only to have landlords refuse and keep the tenant liable for the rent regardless of whether the tenant stayed or moved. Giving tenants who have lost income and cannot afford the rent the ability to terminate the lease with notice to the landlord would lead to fewer eviction actions for nonpayment of rent, saving landlords from court filing and attorney's fees, and keeping eviction actions off tenants' records.
- 3. Allow tenants to terminate the lease when adding a new minor to a family.** Most leases limit the number of occupants and give the landlord the right to evict if more people occupy the unit, but when a tenant's family expands and cannot fit in the rental unit, the tenant must wait until the end of the lease to

move to a unit that better fits the family size. The tenant should be able to end the lease early with notice to the landlord.

4. **Give courts more power to structure rent repayment.** When landlords file eviction cases for unpaid rent, current law gives the tenant the right to pay what the court determines to be due. Some courts limit the time the tenant has to pay the rent to seven days even though the law has no such limitations. Courts should be given explicit authority to extend that time and allow installment payments.
5. **Expand the 14-day pre-eviction notice requirement to material breaches of lease.** Current law requires a 14-day notice before filing an eviction case for unpaid rent but does not require the same notice for lease violations. Notice requirements in Minnesota manufactured home park lots and public and subsidized housing for lease violations have worked for years. Requiring pre-eviction notices leads to fewer eviction filings because some landlords and tenants settle the dispute, and some tenants leave before the landlord files.
6. **Prohibit listing minors in eviction cases.** A minor should not have an eviction following them around for years for the conduct of an adult that the minor could not control.
7. **Expand defenses to eviction cases.** Some courts have decided that eviction cases are limited to whether the landlord's claims are valid and ignore potential tenant defenses, even though several laws provide eviction defenses. Landlords can claim any violation of the lease in an eviction case, but statutes limit which landlord violations tenants can claim as defenses. Tenants should have the right to claim these violations as defenses in eviction cases, such as not providing required receipts, failing to disclose mandatory fees, failing to disclose outstanding inspection and condemnation orders, penalizing tenants for calling for police or emergency assistance, and locking out the tenant.
8. **Update the rules for sheriff evictions and tenant personal property.** The law covering what happens to a tenant's personal property after courts order them to move has not been substantively updated in 30 years. The current law does not make clear where the sheriff should post the eviction writ when the tenant's rent liability ends, whether tenant property must be stored in all cases, whether the sheriff has to remove personal property, and what the penalties actually are. These problems should be corrected.
9. **Update laws on illegal lockouts.** The law has not been substantively updated in 30 years. The current law does not cover when a landlord threatens to exclude the tenant, does not require the court to order immediate possession for the excluded tenant, does not allow the tenant to end the lease, does not allow tenants to claim other landlord violations of the law, requires the tenant to show bad faith to get penalties, and does not provide for a rent reduction. These laws should be updated.

10. Require replacement of units and relocation benefits when affordable housing is removed. In the 1990s, Minnesota had a law that required the replacement of demolished affordable housing if there was an insufficient supply. Since then, the affordable housing crisis has increased in severity. Property development should capture the costs of affordable housing destruction in the same way polluters should pay for the effects of pollution on society.

The Right to Clear Rules

Many landlord-tenant laws are not clear. This lack of clarity affects landlords and tenants, their advocates and attorneys, and the courts. Clarifying and updating these statutes will assist all the involved parties. Here are some examples:

1. **Dwelling:** The term dwelling is used over 25 times in the law without definition.
2. **Written notice:** The law does not clarify whether electronic communication satisfies written notice requirements, even though many communicate primarily electronically.
3. **Urban real estate: One law has rules for urban real estate on the length of a lease without defining what urban real estate is or explaining** why it does not apply statewide.
4. **Automatic renewal:** The law is unclear in which cases automatic renewal applies or does not apply.
5. **Mortgage foreclosure:** The law is unclear when the landlord must give the tenant notice.
6. **Cold weather notice:** The law requires the tenant to give notice to the landlord when moving in the winter, even if the landlord is evicting the tenant.
7. **Death of the tenant:** The law is unclear on who can give notice to the landlord when the tenant has died.
8. **Eviction after three years:** A law states that there can be no eviction action if the tenant has held over for three years, but the courts disagree on what this means.

All would be helped if these laws were clarified and updated.

