



Tenant Hotline

Phone: 612-728-5767

Online: [homelinemn.org/email](mailto:homelinemn.org)

New Tenant/Landlord Laws Tenant Rights and Remedies

October 18, 2023 – 1:30-3:00pm

HOME Line Housing Attorney, Matt Eichenlaub

HOME Housing Attorney, Rachael Sterling

What is HOME Line?

- HOME Line is a statewide nonprofit organization providing free legal, educational, and advocacy services to Minnesota renters. We have advised over 300,000 renters since 1992.
- Our primary program is a free and confidential legal hotline any Minnesota renter can contact us to receive legal advice specific to their situation, in 4 languages.
- HOME Line has a staff of over 20, including attorneys, tenant advocates, and tenant organizers. We also rely on volunteers and interns.



What is HOME Line?

HOME Line Tenant Hotline:

612-728-5767

Toll-free: 866-866-3546

- Para Español, llame al 612-255-8870
- Af- Soomaali wac 612-255-8860
- Hais lus Hmoob, Hu 612-255-7104
- Online: homelinemn.org/email



Housekeeping

- This session is being recorded and will be available on HOME Line's website in a few days
- Please ask questions through the Q&A function located at the bottom of the Zoom window
- 1.5 CLE credits will be applied for after this session



Upcoming Webinars



November 15, 2023

Expungements, Evictions and the Public Record

December 20, 2023

Public Housing Right to Counsel, Eviction Process

January 17, 2024

Renters' Credit

Visit homelinemn.org/newlaws/ for more information and to register



TICKETS AT
HOMELINEMN.ORG/TRIVIA

TRIVIA NIGHT FUNDRAISER

THURSDAY NOVEMBER *9th*

TICKETS

\$25-\$100

Sliding Scale

*Ticket includes dinner
& 2 drinks*

Hosted by
Trivia Mafia
at
Nine Mile Brewing

Agenda

1. ETRAs
2. Tenant Right to Privacy
3. Heat
4. Ending a Lease due to Infirmary

Emergency Tenant Remedy Action

- ETRA for short
- What was the old rule?
 - Lack of running water, hot water, heat, electricity, sanitary facilities
 - Other essential services
- District Court Filing Fee
- So what's the problem?

ETRA: What's New?

- List of Emergency Repairs Expanded
 - “When the landlord is responsible for providing”
 - Non-Working Refrigerator
 - Air Conditioning
 - Non-Working Elevator
 - Serious Infestation
 - Notice of Intent to Condemn, Revoked Rental License
 - Loss of any conditions, services or facilities that pose a serious and negative impact to health and safety

****Effective January 1, 2024****

Emergency Tenant Remedy Action

- What's the Process?
- 24 hour notice of repair
- File the Petition
 - Filing Fee?
- Hearing, Trial, Order

Emergency Tenant Remedy Action

- What Often Happens?
- The Case is Rarely Filed
 - Warning is often enough

Privacy

What's new:

- Changes to Subdivision 2 (Entry by Landlord) & Subdivision 6 (Penalty)
- Effective January 1, 2024

Privacy - Entry by Landlord

Changes:

- Landlord has the right to enter only if they give a **minimum 24 hour notice** (exception for emergencies)
- Notice must include
 - A **specific time**, or window of time, the landlord will be there
 - The time/window must be between **8am and 8pm**
- The tenant and landlord can mutually agree to less than 24 hours notice and/or a time outside of the 8am-8pm window if they so choose.

Privacy

504B.211 subd. 2 has been amended

Subd. 2. Entry by landlord. Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Privacy - Penalty

Changes:

- Removes substantial qualifier
- Removes penalty distinction between violations of different subdivisions
- Raises penalty to \$500 per violation
- Allows tenant to seek reasonable attorney fees
- Makes privacy violation a violation of 504B.161

Privacy

504B.211 subd. 6 has been amended

Subd. 6. Penalty. If a landlord ~~substantially~~ violates ~~subdivision 2~~ this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section [504B.178](#), and up to a ~~\$100~~ \$500 civil penalty for each violation. ~~If a landlord violates subdivision 5, the residential tenant is entitled to up to a \$100 civil penalty for each violation~~ and reasonable attorney fees. A residential tenant ~~shall~~ may follow the procedures in sections [504B.381](#), [504B.385](#), and [504B.395](#) to [504B.471](#) to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Privacy

No Changes to:

- Subd. 4 (Emergency Exception) or
- Subd. 5 (Entry Without Tenant's Presence)

However, violations of these sections now treated the same as any other violation of the statute.

Privacy

What does a landlord need to do to comply with 504B.211?

- Have a reasonable business purpose for entry
 - See Subd. 3 for a list of reasonable business purposes
- Give appropriate notice

Heat

- The Old Rule
 - It was amorphous
- A hodgepodge of rules city-by-city
- Some had none at all
- Covenant of Habitability

Heat

- New Rule*
- Minimum of 68 Degrees
- Effective October 1 through April 30
- Applicable if the tenant does not control heat

***Effective January 1, 2024**

Heat

- How is this enforced?
- Rent Escrow vs ETRA
- When is it an Emergency?
- How should a tenant prove their case?
 - We have a great video!

Heat

Here's the Video!

<https://www.youtube.com/watch?v=ocYtNo8665Y>

Ending Lease for Infirmary

New Statute (504B.266)

Gives Tenants a method of terminating a lease if it becomes medically necessary

Effective January 1, 2024

Ending Lease for Infirmary

504B.266 TERMINATION OF LEASE UPON INFIRMITY OF TENANT

(a) A tenant or the authorized representative of the tenant may terminate the lease prior to the expiration of the lease ... if the tenant has or, if there is more than one tenant, all the tenants have, been found by a medical professional to need to move into a medical care facility and:

- (1) require assistance with instrumental activities of daily living or personal activities of daily living due to medical reasons or a disability;
- (2) meet one of the nursing facility level of care criteria under section 144.0724, subdivision 11; or
- (3) have a disability or functional impairment in three or more of the areas listed in section 245.462, subdivision 11a, so that self-sufficiency is markedly reduced because of a mental illness.

Ending Lease for Infirmary

Exception:

When a tenant requires an accessible unit as defined in section 363A.40, subdivision 1, and the landlord can provide an accessible unit in the same complex where the tenant currently resides that is available within two months of the request, then the provisions of this section do not apply and the tenant may not terminate the lease.

Definitions:

Authorized representative: a person acting as an attorney-in-fact under a power of attorney

Disability: any condition or characteristic that is a physical, sensory, or mental impairment that materially limits at least one major life activity

Medical professional:

- (1) a physician who is currently licensed to practice medicine under section 147.02, subdivision 1;
- (2) an advanced practice registered nurse, as defined in section 148.171, subdivision 3; or
- (3) a mental health professional as defined in section 245I.04, subdivision 2.

Definitions Cont.

Medical care facility:

- 1) a nursing home, as defined in section 144A.01, subdivision 5;
- (2) hospice care, as defined in section 144A.75, subdivision 8;
- (3) residential hospice facility, as defined in section 144A.75, subdivision 13;
- (4) boarding care home, as licensed under chapter 144 and regulated by the Department of Health under Minnesota Rules, chapter 4655;
- (5) supervised living facility, as licensed under chapter 144;
- (6) a facility providing assisted living, as defined in section 144G.08, subdivision 7;
- (7) an accessible unit, as defined in section 363A.40, subdivision 1, paragraph (b);
- (8) a state facility as defined in section 246.50, subdivision 3;
- (9) a facility providing a foster care for adults program as defined in section 245A.02, subdivision 6c; or
- (10) a facility providing intensive residential treatment services as defined in section 245I.23.

Ending Lease for Infirmary

Definitions Continued:

*Minnesota Statute 144.0724 RESIDENT REIMBURSEMENT CLASSIFICATION §Subd. 11. Nursing facility level of care

- (1) the person requires formal clinical monitoring at least once per day;
- (2) the person needs the assistance of another person or constant supervision to begin and complete at least four of the following activities of living: bathing, bed mobility, dressing, eating, grooming, toileting, transferring, and walking;
- (3) the person needs the assistance of another person or constant supervision to begin and complete toileting, transferring, or positioning and the assistance cannot be scheduled;
- (4) the person has significant difficulty with memory, using information, daily decision making, or behavioral needs that require intervention;
- (5) the person has had a qualifying nursing facility stay of at least 90 days;
- (6) the person meets the nursing facility level of care criteria determined 90 days after admission or on the first quarterly assessment after admission, whichever is later; or
- (7) the person is determined to be at risk for nursing facility admission or readmission. The person is considered at risk under this clause if the person currently lives alone or will live alone or be homeless without the person's current housing

*Note this is not the entirety of the section See <https://www.revisor.mn.gov/statutes/cite/144.0724>

Chapter 245: DEPARTMENT OF HUMAN SERVICES

Definitions Continued:

***Subd. 11a. Functional assessment.** "Functional assessment" means an assessment by the case manager of the adult's:

- (1) mental health symptoms as presented in the adult's diagnostic assessment;
- (2) mental health needs as presented in the adult's diagnostic assessment;
- (3) use of drugs and alcohol;
- (4) vocational and educational functioning;
- (5) social functioning, including the use of leisure time;
- (6) interpersonal functioning, including relationships with the adult's family;
- (7) self-care and independent living capacity;
- (8) medical and dental health;
- (9) financial assistance needs;
- (10) housing and transportation needs; and
- (11) other needs and problems.

***Note this is not the entirety of the section See <https://www.revisor.mn.gov/statutes/cite/245.462>**

Ending Lease for Infirmary

Notice:

- Must be in writing
- Given at Least Two months before intended end date
 - End date must be the last day of the month
- Must be mailed (First Class) or hand-delivered
- Can be given by Tenant or Tenant's Authorized Representative

Ending Lease for Infirmary

Notice Continued:

- The notice must include:
 - (1) a copy of the medical professional's written documentation of the infirmity; and
 - (2) documentation showing that the tenant has been accepted as a resident or has a pending application at a location where the medical professional has indicated that the tenant needs to move.

Ending Lease for Infirmary

- Tenants are still liable for rent during the notice period
- Does not impact the use of or return of tenant's Security Deposit under 504B.178

Upcoming Trainings

Mark your Calendars!

Thursday, December 7th, 2023 HOME Line will host a full day CLE on the specific rule changes taking place January 1, 2024

More information to come





Questions?

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- HOME Line waxay bixisaa adeeg ku baxa Afka-Soomaaliga. Af- Soomaali wac 612-255-8860.
- Peb lub koom haum HOME Line muaj neeg txhais lus Hmoob. Hais lus Hmoob, Hu 612-255-7104.



Thank You