



Tenant Hotline

Phone: 612-728-5767

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

Changes to Tenant/Landlord Law for 2024 - CLE

December 7, 2023 — 9:00am - 3:00pm

CLE Code: 494852

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 32, 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
- This session has been approved for 5.25 Standard CLE Credits





CLE Code 494852

Agenda

Part I: Evictions
9-11am

Part II: Expungements,
Tenant Rights
11am-12pm

Part III: Tenant Rights (cont.)
12:30-1:30pm

Part IV: Lease Provisions
1:30-2:15pm

Part V: Cannabis
2:15-3pm



Tenant Hotline

Phone: 612-728-5767

Online: homelinemn.org/email

Evictions

SMRLS Attorney, Jesse Smith

SMRLS Attorney, Alena Carl

Heller & Thyen Law Firm Attorney, Jess Mikkelson

MMLA Attorney, Mary Kaczorek

Changes to Tenant/Landlord Law for 2024

December 7, 2023



Main Topics

- **504B.268 – Right to Counsel in Public Housing Breach of Lease Eviction Actions**
- **504B.285 – Limitations on Posting Rent in Combined Allegation Cases**
- **504B.291 – Redemption Through Agency Guarantee**

504B.268

**Right To Counsel In
Public Housing; Breach
of Lease Eviction Actions**

504B.268 - Right To Counsel In Public Housing; Breach of Lease Eviction Actions

- **Brand New Statute!**
- **Effective August 1, 2023**
- **Three Subdivisions:**
 - **Subdivision 1: Right to Counsel**
 - **Subdivision 2: Qualifications**
 - **Subdivision 3: Compensation**

504B.268 – Subdivision 1 - Right To Counsel

Subdivision 1. **Right to counsel.** A defendant in public housing subject to an eviction action under sections 504B.281 to 504B.371 alleging breach of lease under section 504B.171 or 504B.285 who is financially unable to obtain counsel has the right to counsel appointed by the court. The complaint required by section 504B.321 shall include the notice on the first page of the complaint in bold 12-point type: "If financially unable to obtain counsel, the defendant has the right to a court-appointed attorney." At the initial hearing, the court shall ask the defendant if the defendant wants court-appointed counsel and shall explain what such appointed counsel can accomplish for the defendant.

- **Public Housing – does not include Section 8 HCV**
- **Breach of Lease requirement – no nonpayment cases**
- **Complaint must give notice to defendant**

504B.268 – Subdivision 1 – Notice to Tenant

State of Minnesota
8/11/2023 12:39 PM

STATE OF MINNESOTA COUNTY OF RAMSEY	RAMSEY COUNTY DISTRICT COURT SECOND JUDICIAL DISTRICT
PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL, PLAINTIFF,	COURT FILE NO.
VS.	
DEFENDANT	EVICTON ACTION COMPLAINT MN # 4-09A-0515

PLAINTIFF, FOR ITS CLAIM OF RELIEF, STATES AND ALLEGES:

1. PLAINTIFF IS A PUBLIC BODY, CORPORATE AND POLITIC, KNOWN AS THE PUBLIC HOUSING AGENCY OF THE CITY OF ST. PAUL (PHA), LOCATED AT 555 WABASHA ST. N., STE. 400, ST. PAUL, MN 55102.
2. PLAINTIFF IS THE OWNER OF THE PREMISES KNOWN AS:
409 ADA ST #705, ST PAUL, MN 55107
3. PLAINTIFF HAS COMPLIED WITH MINN. STAT. SEC. 504B181 BY PROVIDING IN THE LEASE AND BY WRITTEN NOTICE TO THE DEFENDANT, BEFORE COMMENCEMENT OF THE TENANCY, THE NAME AND ADDRESS OF PLAINTIFF AND PLAINTIFFS AGENCY AUTHORIZED TO MANAGE THE PREMISES AND TO ACCEPT SERVICE OF PROCESS AND RECEIVE AND GIVE RECEIPT FOR NOTICES AND DEMANDS AND BY POSTING THIS INFORMATION AS REQUIRED BY REGULATIONS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

IF DEFENDANT(S) IS FINANCIALLY UNABLE TO OBTAIN COUNSEL, DEFENDANT HAS THE RIGHT TO A COURT-APPOINTED ATTORNEY.

7. PLAINTIFF HAS COMPLIED WITH ALL APPLICABLE PROVISIONS OF ITS GRIEVANCE PROCEDURE.
8. DEFENDANT(S) IS/ARE IN POSSESSION OF AND IS/ARE HOLDING OVER THE PREMISES AFTER TERMINATION OF THE LEASE.
9. **IF DEFENDANT(S) IS FINANCIALLY UNABLE TO OBTAIN COUNSEL, DEFENDANT HAS THE RIGHT TO A COURT-APPOINTED ATTORNEY.**

WHEREFORE, PLAINTIFF ASKS FOR JUDGMENT IN ITS FAVOR GRANTING A WRIT OF RESTITUTION RESTORING PLAINTIFF TO IMMEDIATE POSSESSION OF THE PREMISES TOGETHER WITH COSTS AND DISBURSEMENTS HEREIN.


NON-MILITARY AFFIDAVIT

ROBERT SHERRY BEING DULY SWORN ON OATH, DEPOSES AND SAYS THAT SHE/HE IS THE AGENT FOR PLAINTIFF(S) IN THE ABOVE-ENTITLED ACTION, THAT THE DEFENDANT(S) NAMED ABOVE IS/ARE NOT NOW ENTERING OR IN MILITARY SERVICE OF THE UNITED STATES OR ITS ALLIES; AND THAT THIS AFFIDAVIT IS MADE IN COMPLIANCE WITH THE SERVICEMEMBERS' CIVIL RELIEF ACT (50 U.S.C. §§ 3901-4043).	PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL BY: <u>Robert Sherry</u> #1086 HOUSING MANAGER PUBLIC HOUSING AGENCY 409 ADA STREET ST. PAUL, MN 55107 (651) 298-5232
---	---

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 31st DAY OF August, 2023.

Chantelle
COURT DEPUTY
OR NOTARY

MF 502 / Rev. 7/2023



504B.268 – Subdivision 2 - Qualifications

Subd. 2. **Qualifications.** Counsel appointed by the court must (1) have a minimum of two years' experience handling public housing evictions; (2) have training in handling public housing evictions; or (3) be supervised by an attorney who meets the minimum qualifications under clause (1) or (2).

504B.268 – Subdivision 3 - Compensation

Subd. 3. **Compensation.** By January 15, 2024, and every year thereafter, the chief judge of the judicial district, after consultation with public housing attorneys, legal aid attorneys, and members of the private bar in the district, shall establish a compensation rate for attorney fees and costs associated with representation under subdivision 1. The compensation to be paid to an attorney for such service rendered to a defendant under this subdivision may not exceed \$5,000, exclusive of reimbursement for expenses reasonably incurred, unless payment in excess of that limit is certified by the chief judge of the district as necessary to provide fair compensation for services of an unusual character or duration.

- **Ramsey and Dakota Counties - \$100/hour**

504B.285

**Combined Allegations
(Limitation on Posting Rent)**

504B.285 – Limitation on Posting Rent in Combined Allegations

- **Modification of Subdivision 5**
- **Effective January 1, 2024**
- **Affects cases where landlord claims both nonpayment of rent and a material breach violation**

504B.285 – Current Statute

Subd. 5. **Combining allegations.**

(a) An action for recovery of the premises may combine the allegation of nonpayment of rent and the allegation of material violation of the lease, which shall be heard as alternative grounds.

(b) In cases where rent is outstanding, a tenant is not required to pay into court the amount of rent in arrears, interest, and costs as required under section [504B.291](#) to defend against an allegation by the landlord that the tenant has committed a material violation of the lease.

(c) If the landlord does not prevail in proving material violation of the lease, and the landlord has also alleged that rent is due, the tenant shall be permitted to present defenses to the court that the rent is not owing. The tenant shall be given up to seven days of additional time to pay any rent determined by the court to be due. The court may order the tenant to pay rent and any costs determined to be due directly to the landlord or to be deposited with the court.

504B.285 – Statute as of January 1, 2024

Subd. 5. **Combining allegations.**

(a) An action for recovery of the premises may combine the allegation of nonpayment of rent and the allegation of material violation of the lease, which shall be heard as alternative grounds.

~~(b) In cases where rent is outstanding, a tenant is not required to pay into court the amount of rent in arrears, interest, and costs as required under section [504B.291](#) to defend against an allegation by the landlord that the tenant has committed a material violation of the lease.~~

~~(b)(c)~~ If the landlord does not prevail in proving material violation of the lease, and the landlord has also alleged that rent is due, the tenant shall be permitted to present defenses to the court that the rent is not owing. The tenant shall be given up to seven days of additional time to pay any rent determined by the court to be due. ~~The court may order the tenant to pay rent and any costs determined to be due directly to the landlord or to be deposited with the court.~~

504B.285 – Context added from 504B.335

504B.335 ANSWER; TRIAL.

(e) The court may not require the defendant to pay any amount of money into court, post a bond, make a payment directly to a landlord, or by any other means post security for any purpose prior to final disposition of an action, except if the final disposition of the action may be delayed for more than ten days, the court may order the defendant to provide security in a form and amount that the court approves, based on the totality of the circumstances, provided that the amount of security may not include any amounts allegedly owed prior to the date of filing of the action and may not exceed the amount of the monthly or periodic rent that accrues during the pendency of the action. Nothing in this paragraph shall affect an appeal bond under section 504B.371, subdivision 3.

**Unless Trial Will Be Delayed By More Than Ten Days,
Tenants Are Not Required to Escrow Into Court**

504B.291

**Eviction Action For
Nonpayment;**

Redemption; Other Rights

504B.291 – Eviction Action For Nonpayment; Redemption; Other Rights

- **Modification of Subdivision 1(d)**
- **Effective January 1, 2024**
- **It's great news for tenants – allows for tenants to redeem by letter of guarantee**

504B.291 – Current Statute

504B.291 EVICTION ACTION FOR NONPAYMENT; REDEMPTION; OTHER RIGHTS.

Subdivision 1. **Action to recover.**

(d) Rental payments under this subdivision must first be applied to rent claimed as due in the complaint from prior rental periods before applying any payment toward rent claimed in the complaint for the current rental period, unless the court finds that under the circumstances the claim for rent from prior rental periods has been waived.

504B.291 – Statute as of January 1, 2024

504B.291 EVICTION ACTION FOR NONPAYMENT; REDEMPTION; OTHER RIGHTS.

Subdivision 1. **Action to recover.**

(d) Rental payments under this subdivision must first be applied to rent claimed as due in the complaint from prior rental periods before applying any payment toward rent claimed in the complaint for the current rental period, unless the court finds that under the circumstances the claim for rent from prior rental periods has been waived. Redemption may be made with a written guarantee from (1) a federal agency, state agency, or local unit of government, or (2) any other organization that qualifies for tax-exempt status under United States Code, title 26, section 501(c)(3), and that administers a government rental assistance program, has sufficient funds available, and guarantees funds will be provided to the landlord.

Questions?

651-222-5863

Jesse Smith

jesse.smith@smrls.org

Alena Carl

alena.carl@smrls.org

The background features a dense field of light blue, semi-transparent spheres of various sizes, creating a 3D effect. On the left side, there is a large, dark blue, abstract shape that resembles a stylized speech bubble or a curved banner, which contains the text.

Pre-Eviction Notice, Summons and Service

Jessica Mikkelson
Heller & Thyen Law Firm

Pre-Eviction Notice Requirement

- In writing, must be delivered personally or by 1st class mail to the leased premises 14 days prior to filing an eviction.
- This notice must be attached to eviction complaint.
- No requirement that this be accompanied by an affidavit of service.

Pre-Eviction Notice Contents

- (1) the total amount due;
- (2) a specific accounting of the amount of the total due from unpaid rent, late fees, and other charges under the lease;
- (3) the name and address of the person authorized to receive rent and fees on behalf of the landlord;
- (4) the following statement: "You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office."
- (5) the following statement: "To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709."; and
- (6) the following statement: "Your landlord can file an eviction case if you do not pay the total amount due or move out within 14 days from the date of this notice. Some local governments may have an eviction notice period longer than 14 days."

Eviction Service

- Minn. Stat. 504B.331 now expressly requires service of both the summons and the complaint on the tenant.
- Service continues to be required to be affected 7 days prior to the eviction hearing.

Personal Service

- Remains the first service required to be attempted.
- Can be satisfied by:
 - (1) leaving a copy at the defendant's last usual place of abode with a person of suitable age and discretion residing there; or
 - (2) if the defendant had no place of abode, by leaving a copy at the property described in the complaint with a person of suitable age and discretion occupying the premises.

Nail and Mail

- Applies to nonresidential, unoccupied property or property where there has been two attempts at personal service on different days (with one attempt between 6-10 p.m.).
- Must be documented by an affidavit.
- Summons and complaint must be posted conspicuously on the property.

Nail and Mail (part 2)

- Additional requirement for affidavit of not found:
 - Landlord must communicate to the defendant that an eviction hearing has been scheduled, including the date, time, and place of the hearing specified in the summons, by at least one form of written communication the plaintiff regularly uses to communicate with the defendant that have a date and time stamp.

Written Communication

- In writing. NOT verbal.
- Must be a means regularly used by Tenant.
- Must have a date and time stamp. Text message, email, post to tenant portal.
- Does communicate mean that information must be received by tenant? No statutory definition and legal definition supports requirement of receipt.

Eviction Answer, Trial, and Afterward

504B.335, 504B.341 504B.345, 504B.361, 504B.371

Mary Kaczorek - Mid-Minnesota Legal Aid Staff Attorney

Answer, Trial, and Afterwards

504B.335

Answer; Trial

504B.345

Judgment; Execution

504B.361

Forms Of Summons And Writ

504B.371

Appeals

<https://www.revisor.mn.gov/statutes/cite/504B>



Questions?

Time to take a break



5 Minutes



Changes to Eviction Expungement January 1, 2024



Sonja Woodward
Housing Project Attorney
Sonja.Woodward@vlmn.org
612-752-6608

December 7, 2023

What is Eviction Expungement?

Eviction expungement is one of the three ways to obscure a person's identity on an eviction.

The others are confidentiality and a caption change.

- Confidentiality hides the case from the public, but it still exists in the Court's records.
- A caption change takes a person's name off the case, but it is still visible using the case number.
- Neither clears the case from tenant screening agencies' records.

What is Eviction Expungement?

Expungement takes the case off the Court's records. Expungement also allows the tenant to require tenant screening agencies to take the eviction off their records. For all practical purposes, the case no longer exists

Eviction Expungement Pre- January 1, 2024

Evictions can be expunged currently:

- If the parties agree to expungement or
- If the tenant is successful in a Motion to Expunge.

Motions to Expunge an Eviction Pre- January 1, 2024

- **Mandatory expungement** in a contract for deed cancellation or mortgage foreclosure where defendant vacated prior to commencement of the eviction action; or did not receive a to vacate on a date prior to commencement of the eviction case.
- **Discretionary Expungement (Statutory)** upon the Court finding that “the plaintiff’s case is sufficiently without basis in fact or law . . . that expungement is clearly in the interests of justice and those interests are not outweighed by the public’s interest in knowing about the record.

Motions to Expunge an Eviction Pre- January 1, 2024

- **Inherent Authority Expungement** where the expungement is necessary to the performance of the judicial function of effecting justice and the benefits of expungement to me are equal to, or greater than, any disadvantage to the public from elimination of the record and any burden on the court in expunging the eviction.

Pre- January 1, 2024 Inherent Authority Expungement

- **Factors to be Considered Under the Court's Inherent Authority to Expunge an Eviction:**
 - Whether any back-rent is owed, how much is owed, and if there is a payment plan in place;
 - The petitioner's eviction history;
 - the cause for the nonpayment of rent—whether it was due to economic hardship or a mere willful refusal;
 - The length of time since the petitioner's last eviction;
 - Whether the eviction was for a material breach of the lease other than nonpayment;
 - The number of evictions with the same landlord as opposed to different landlords; and
 - The term of the lease.

Post January 1, 2024 Statutory Authority

All expungements are now statutory.


- Mandatory Expungements
- Discretionary Expungements.

Post January 1, 2024 Mandatory Expungements

- Mandatory provision for contract for deed cancellations and mortgage foreclosures remains the same.
- **New Mandatory Expungements:**
 - If the Defendant prevailed on the merits;
 - If the Court dismissed the eviction for any reason;
 - If the parties to the eviction have agreed to an expungement;
 - Three years after the eviction was ordered; and
 - Upon motion of a defendant, if the case settled and the defendant fulfilled the terms of the settlement agreement.

Post January 1, 2024 Mandatory Expungements

- If the Defendant prevailed on the merits;
- If the Court dismissed the eviction for any reason;
- If the parties to the eviction have agreed to an expungement.

 These cases should be expunged at the time the triggering action occurs.

Mandatory Expungements for Cases Decided Before January 1, 2023

- If the Defendant prevailed on the merits; or
- If the Court dismissed the eviction for any reason;

How will the Courts handle these cases if they were decided before January 1, 2024?

Mandatory Expungements After January 1, 2024

- Upon motion of a defendant, if the case settled and the defendant fulfilled the terms of the settlement agreement.

A short motion will have to be filed showing that the tenant complied with the settlement agreement but expungement will be mandatory.

Discretionary Expungement After January 1, 2024

Discretionary expungement. The court may order expungement of an eviction case court file ~~only upon motion of a defendant and decision by the court, if the court finds that the plaintiff's case is sufficiently without basis in fact or law, which may include lack of jurisdiction over the case, that~~ if the court finds the expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.

Discretionary Expungement After January 1, 2024

Discretionary Expungement. The court may order expungement of an eviction case court file if the court finds the expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.

Discretionary Expungement After January 1, 2024

Discretionary Expungement under the new statute uses basically the same standard as the pre-January 1, 2024, non-statutory standard for **Inherent Authority**.

The new Discretionary Expungement does not explicitly include that the expungement must be necessary to the performance of the judicial function of effecting justice.

Discretionary Expungement After January 1, 2024

So, the ~~Inherent Authority~~ of the Court to expunge evictions effectively goes away and is replaced by the new statutory Discretionary Authority using the same test as the Inherent Authority basis used to use.

Discretionary Expungement After January 1, 2024

Statutory Discretionary Expungement Test: the expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.

Discretionary Expungement After January 1, 2024

There is no longer any requirement that the tenant show that there was a mistake of fact or law under the new Discretionary Expungement test.

Discretionary Expungement After January 1, 2024

Because the new statutory Discretionary Authority test is the same as the previous test under the Court's Inherent Authority, we believe the Court will use the same factors for the new Discretionary Expungement as it used for Inherent Authority Expungements in the past.

Discretionary Expungement After January 1, 2024

Factors to be considered under statutory Discretionary Expungement after January 1, 2024:

- Whether any back-rent is owed, how much is owed, and if there is a payment plan in place;
- The petitioner's eviction history;
- the cause for the nonpayment of rent—whether it was due to economic hardship or a mere willful refusal;
- The length of time since the petitioner's last eviction;
- Whether the eviction was for a material breach of the lease other than nonpayment;
- The number of evictions with the same landlord as opposed to different landlords; and
- The term of the lease.

Two Statutory Bases for Eviction Expungement

Mandatory:

- Having to do with contract for deed cancellations and mortgage foreclosure;
- The Defendant prevailed on the merits;
- The Court dismissed the eviction for any reason;
- The parties to the eviction have agreed to an expungement;
- It is three years after the eviction was ordered; or
- Upon motion of a defendant, if the case settled and the defendant fulfilled the terms of the settlement agreement.

Discretionary:

Whether the expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.

Visibility of Eviction Records Before Judgment Pre-January 2, 2024

Currently eviction records are visible to the public as soon as they are filed and they remain visible to the public until expunged – even if the eviction is dismissed or the tenant wins!

Visibility of Eviction Records Legislature's Action

Nonpublic record.

An eviction action is not accessible to the public until the court enters a final judgment, except that parties to the case and licensed attorneys assisting a party in the case, regardless of whether or not they are the attorney of record, shall have access to the eviction action file.

Visibility of Eviction Records Supreme Court Order

IT IS HEREBY ORDERED that notwithstanding Minn. Stat. § 504B.321, subd. 6 (effective January 1, 2024); Act of May 19, 2023, ch. 52, art. 19, § 119, access to district court case records in eviction proceedings shall continue to be governed by the Rules of Public Access to Records of the Judicial Branch. Eviction records are public except as authorized by court rules or court order.

Visibility of Eviction Records Supreme Court Order

The Supreme Court appears to have abrogated the statute passed by the Legislature. It did so on the basis that:

Access to records of the judicial branch is “governed by rules adopted by the supreme court.” Minn. Stat. § 13.90, subd. 2 (2022)[Government Data Practices Act]; *see also State v. C.A.*, 304 N.W.2d 353, 358 (Minn. 1981)

"Inherent judicial power governs that which is essential to the existence, dignity, and function of a court because it is a court." 308 Minn. at 176, 241 N.W.2d at 784. Part of that function is to control court records and agents of the court in order to reduce or eliminate unfairness to individuals, even though the unfairness is not of such intensity as to give a constitutional dimension.

Visibility of Eviction Records

Supreme Court Order

The judicial branch has the inherent authority to ensure the performance of judicial functions, which includes control of court records. *See In re Clerk of Court's Comp. for Lyon Cnty.*, 241 N.W.2d 781, 786 (Minn. 1976).

"Inherent judicial power grows out of express and implied constitutional provisions mandating a separation of powers and a viable judicial branch of government. It comprehends all authority necessary to preserve and improve the fundamental judicial function of deciding cases . . . "Inherent judicial power may not be asserted unless constitutional provisions are followed and established and reasonable legislative-administrative procedures are first exhausted."

Visibility of Eviction Records Supreme Court Order

Will (and can) this be challenged in Court?

Will the Court change its rules?

Eviction Expungement Post January 1, 2024

VLN is always looking for volunteers for eviction expungement cases and we will provide all the support you need!



Changes to Eviction Expungement January 1, 2024

Sonja Woodward
Housing Project Attorney
Sonja.Woodward@vlmn.org
612-752-6608



Tenant Hotline

Phone: 612-728-5767

Online: [homelinemn.org/email](https://www.homelinemn.org/email)

Move In/Out Inspections, Early Lease Renewals, Limitations on Crime Free Ordinances

University of Minnesota Student Legal Service Attorney, Shana Tomenes

2023 Legislation

Lease renewals

Move In & Move Out Inspections

Effective: leases signed or renewed after Jan. 1, 2024

Lease Renewals

Minn. Stat. 504B.144

Lease Renewals

Text of law

504B.144 EARLY RENEWAL OF LEASE.

A landlord must wait until six months from the expiration of the current lease before requiring a tenant to renew the lease, if the lease is for a period of time longer than ten months. Nothing prevents a landlord from waiting until closer to the expiration of a lease to ask a tenant to renew the lease. Any provision, whether oral or written, of any lease or other agreement whereby any provision of this section is waived by a tenant is contrary to public policy and void.

Highlights

- Applies to leases for more than 10 months
- Focus of law is on the beginning of the lease term:
 - Landlord cannot have lease terms that require lease to be renewed during first 6 months of lease term
- Landlord can set renewal term for later in the lease term (ex. 90 days before lease ends)
- Landlord cannot contract out of it (lease term contrary to law is void).

Inspections

Minn. Stat. 504B.182

Move-In Inspections

Text of Law

504B.182 INITIAL AND FINAL INSPECTION REQUIRED.

Subdivision 1. Initial inspection. (a) At the commencement of a residential tenancy, or within 14 days of a residential tenant occupying a unit, the landlord must notify the tenant of their option to request an initial inspection of the residential unit for the purposes of identifying existing deficiencies in the rental unit to avoid deductions for the security deposit of the tenant at a future date. If the tenant requests an inspection, the landlord and tenant shall schedule the inspection at a mutually acceptable date and time.

(b) In lieu of an initial inspection or move-out inspection under subdivision 2, when a tenant agrees, a landlord may provide written acknowledgment to the tenant of photos or videos of a rental unit and agree to the condition of the rental unit at the start or end of the tenancy.

Highlights

- Creates landlord obligation to inform tenant of right to request move-in inspection
- If tenant wants the inspection, tenant must then request the inspection which is held at a convenient date and time
- In the alternative, landlord and tenant may agree that photos/video of unit are acceptable

Move-Out Inspections

Text of Law

Subd. 2. **Move-out inspection.** Within a reasonable time after notification of either a landlord or residential tenant's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of the tenant's option to request a move-out inspection and of the tenant's right to be present at the inspection. At a reasonable time, but no earlier than five days before the termination or the end of the lease date, or day the tenant plans to vacate the unit, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make a move-out inspection of the premises. The purpose of the move-out inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit. If a tenant chooses not to request a move-out inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time.

Highlights

- Landlord must inform outgoing tenant of right to request move-out inspection
- If requested, held no earlier than 5 days before move-out, inspection allows landlord to communicate and tenant to remedy deficiencies in property
- If tenant does not request inspection, landlord is discharged of any obligations, and security deposit is returned in accordance with Minn. Stat. § 504B.178

Crime-Free Lease Provisions

Minn. Stat. 504B.171

Limitations on Crime-Free Lease Provisions

Text of Law

Subd. 2a. **Limitation on crime-free lease provisions.**

A residential landlord may not impose a penalty on a residential tenant or terminate the lease of a residential tenant for the conduct of the residential tenant, household member, or guest occurring **off of the premises** or curtilage of the premises, unless (1) the conduct would constitute a crime of violence against another tenant, the tenant's guest, the landlord, or the landlord's employees, regardless of whether a charge was brought or a conviction obtained; or (2) the conduct results in a conviction of a crime of violence against a person unrelated to the premises. For purposes of this subdivision, crime of violence has the meaning given in section [624.712, subdivision 5](#), except that it does not include offenses under chapter 152.

Highlights

- Effective **June 1, 2024**
- "Crime of violence" means: felony convictions of a long list of violent crimes
- Chapter 152 covers drugs and controlled substances
- Only applies to conduct occurring somewhere other than the rental property
- Exceptions:
 - If the crime was against someone related to the rental property
 - ie, another tenant or their guests, the landlord, or their employees)
 - If the tenant is convicted of the violent crime



Questions?



30 Minutes



Tenant Hotline

Phone: 612-728-5767

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

Emergency Tenant Remedies Actions

HOME Line Housing Attorney, Matt Eichenlaub

Emergency Tenant Remedies Action

Minn. Stat. 504B.381

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

Heat

Minn. Stat. 504B.161 subdivision 1(a)(5)

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**

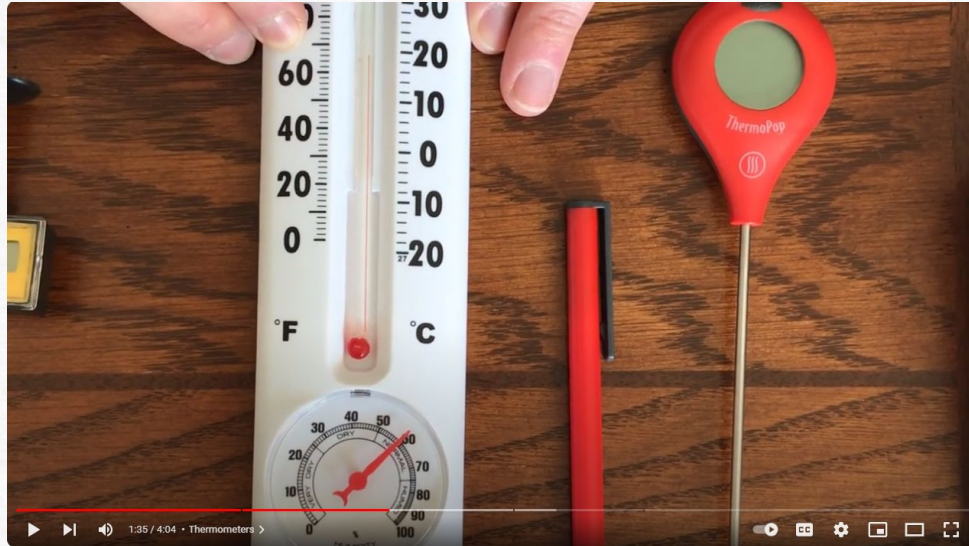
Heat

- 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>





Questions?



Tenant Hotline

Phone: 612-728-5767

Online: [homelinemn.org/email](https://www.homelinemn.org/email)

Tenant Privacy Rights, Prohibition on Pet Declawing/Devocalization

HOME Line Supervising Attorney, Amarilis Carrión

Privacy

Minn. Stat. 504B.211

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?

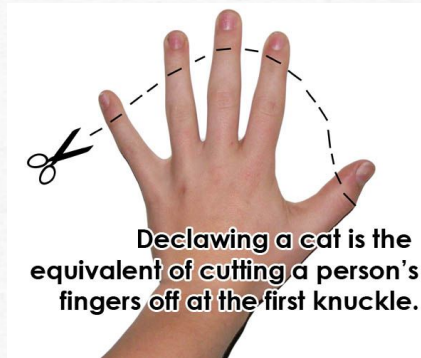
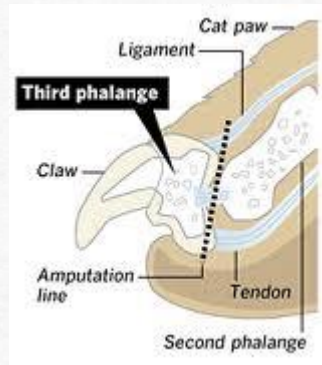
- Have a reasonable business purpose for entry
 - See Subd. 3 for a list of reasonable business purposes
- Give appropriate notice

Prohibition on Requiring Declawing/Devocalization

Minn. Stat. 504B.114

Pet Declawing: What is it?

- Declawing or an onychectomy, is the amputation of the last digital bone, including the nail bed and claw, on each front toe.
- Dogs can also be declawed.

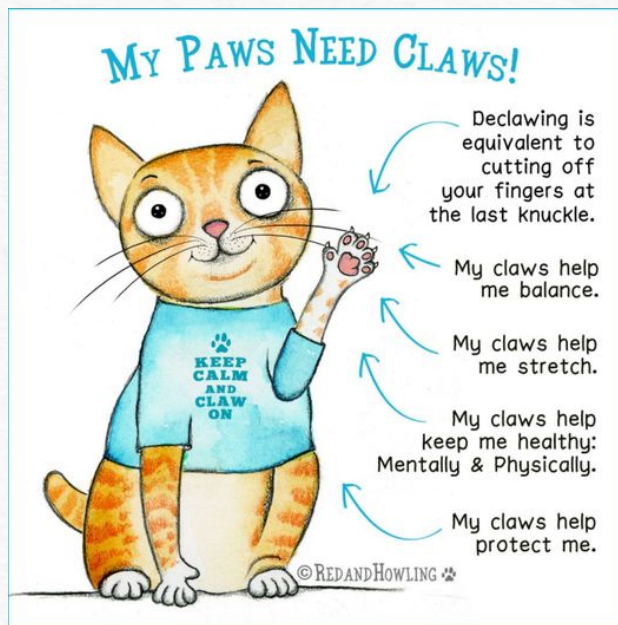


Issues with Declawing

- According to the Humane Society of the United States, declawing can cause:
 - Paw and back pain
 - Infection and tissue necrosis
 - Lameness
 - Cats often develop an aversion to use the litter box due to postoperative pain associated with its use.
 - Cats often become biters since they no longer have the claws as a defense mechanism.



Issues with Declawing



Pet Devocalization: What is it?

- According to the American and Canadian Veterinary Associations, ventriculocordectomy or devocalization is a surgical procedure that seeks to permanently reduce unwanted barking in dogs.
- The surgery can lead to serious health consequences such as:
 - Infection and injury during and after anesthesia
 - Pain and discomfort
 - Breathing issues such as airway narrowing which can lead to exercise and heat intolerance



Pet Devocalization: What is it?

- Barking is a normal and natural dog behavior and important for their communication.
- Devocalization really doesn't address the reasons for unwanted barking.



Issues in Rental Housing: 504B.114 (new law)

- Some landlords that allow pets require that they be declawed and/or devocalized.
- Due to the medical problems both of these procedures can cause, and the voices of tenants and other organizations who complained about this practice, the legislature intervened.
- MN Statute 504B.114, which is a new statute, now addresses the issue head on.



Issues in Rental Housing

- Thus, if a landlord allows animals on the premises the can't:
 - Advertise that prospective tenants must have declawed or devocalized animals.
 - Refuse to allow tenants to occupy or deny prospective tenants occupancy due to the tenant's refusal to declaw or devocalize the animal.
 - Require a tenant to declaw or devocalize an animal.
 - This is an unwaivable provision.



Penalties for Violations

- The penalty is tricky since:
 - Only the City or the Attorney General's Office can file in court to penalize the landlord.
 - The penalty is \$1000 per animal and \$1000 per advertisement.
 - The penalty goes to the City or Attorney General - depending on who filed suit - and not the tenant.





Questions?

Palate Cleanser

Take a
Break!

5 minutes



Take a
Break!

5 minutes



Tenant Hotline

Phone: 612-728-5767

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

Fee Disclosure Requirements

HOME Line Managing Attorney, Mike Vraa

Fee Disclosure Requirement

- Why the change in the law?

- Clarity in advertising - true cost of renting a unit isn't clear.

- Landlords regularly charge mandatory fees that hide the real cost of rent.

- What does the new law require?

- Landlords must disclose all non-optional fees on both the front page of the lease **and in any**

- **advertisements**—calling it the ‘Total Monthly Rent.’



Fee Disclosure: What does it look like?

- Tenant will get the lease and see all mandatory fees.
- The total rent calculation has to be listed in an obvious and easy to find place.
- Industry Standard - bait & switch mandatory fee system.
- Lease renewals are also covered by this law.

Total monthly rent calculation = ALL MANDATORY FEES not already included in rent



Fee Disclosure: Advertisements

Examples of common mandatory fees

- Portal fee
- Administrative fee (usually annual so divide by # of months)
- Amenity fees
- Utilities fees, if charged by landlord
- Internet/Cable
- Lease Processing fee
- Utilities—specifically mentioned in law---“the landlord must disclose whether utilities are included or not included in the rent.”

Examples of common optional fees

- Garage spot/parking fee
- Pet fee



Fee Disclosure

To summarize, the current issues with hidden mandatory fees:

- Tenants cannot budget. Can't see if they can afford the units they apply for.

- Only see total cost of rent with fees on day of lease signing usually after they are approved.

- If they don't sign lease will lose hold fee.

- Application fee is also lost.

- Lost chance to look at and apply for other units during prime time for unit availability at end of a month.



Fee Disclosure - Example

Advertisement on Craigslist: rent is \$1,000 a month.

- Prospective tenant tours the unit and likes it.
- Application fee is \$30 per adult: tenant x 2 = \$60 to apply.
- Looks for rental at end of the month (think July 29th-31st) - when most units are available after unit turnover = opportunity cost
- Prospective tenant does not apply anywhere else = opportunity cost

Tenant might also be locked into application since some landlords require a non-refundable pre-lease deposit.





Questions?



Tenant Hotline

Phone: 612-728-5767

Online: [homelinemn.org/email](https://www.homelinemn.org/email)

Break Lease for Infirmary

HOME Line Housing Attorney, Daniel Suitor

Break Lease for Infirmary

New statute (Minn. Stat. § 504B.266)

Gives tenants a method of terminating a lease if it becomes medically necessary to move into a care facility.

Effective January 1, 2024.

Only applies to leases signed after January 1, 2024.

Break Lease for Infirmary

504B.266 TERMINATION OF LEASE UPON INFIRMITY OF TENANT.

Subdivision 1. **Definitions.** . . .

Subd. 2. **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.

Break Lease for Infirmary

To simplify:

If a tenant has (1) a disability or medical condition that (2) requires they move into a medical facility, then (3) they may break the lease upon 60-days notice.

Exceptions:

- Lease signed before January 1, 2024
- The break-lease is because the tenant needs a disability-accessible unit and the landlord can provide one.
 - **Subd. 2. . . .** (b) 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

Subd. 2. 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:

Authorized representative:

- (1) a person acting as an attorney-in-fact under a power of attorney, or
- (2) a court-appointed conservator or guardian

Medical professional:

- (1) a physician who is currently licensed to practice medicine;
- (2) an advanced practice registered nurse (nurse practitioner); or
- (3) a licensed mental health professional (clinical social worker, clinical counselor, marriage and family therapist, psychologist, mental health RN or NP, psychiatrist)

Definitions (con't)

Subd. 2 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.

Medical Care Facility

- (1) nursing home (144A.01, subd. 5);
- (2) hospice care (144A.75, subd. 8);
- (3) residential hospice facility (144A.75, subd.13);
- (4) boarding care home (ch. 144; Minn. R. ch. 4655);
- (5) supervised living facility (ch. 144);
- (6) a facility providing assisted living (144G.08, subd. 7);
- (7) an accessible unit (363A.40, subd. 1(b));
- (8) a state facility (246.50, subd. 3);
- (9) a facility providing a foster care for adults program (245A.02, subd. 6c); or
- (10) a facility providing intensive residential treatment services (245I.23).

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

Definitions (con't)

Subd. 2 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.

Minn. Stat. § 114.0724, subd. 11 (Long-Term Care Criteria)

- (1) requires formal clinical monitoring at least once per day;
- (2) 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) needs the assistance of another person or constant supervision to begin and complete toileting, transferring, or positioning and the assistance cannot be scheduled;
- (4) has significant difficulty with memory, using information, daily decision making, or behavioral needs that require intervention;
- (5) 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

Definitions (con't)

Subd. 2 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.

Minn. Stat. § 114.0724, subd. 11 (Long-Term Care Criteria)

(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

and also meets one of the following criteria:

- (i) the person has experienced a fall resulting in a fracture;
- (ii) the person has been determined to be at risk of maltreatment or neglect, including self-neglect; or
- (iii) the person has a sensory impairment that substantially impacts functional ability and maintenance of a community residence.

Definitions (con't)

Subd. 2 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.

Minn. Stat. § 245.462, subd. 11a (Mental Health Assessment)

Assessment by the case manager of the patient'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.

Notice Requirements

How does a tenant give notice under this law?

- Tenant or authorized representative can give notice.
- Must be in writing.
- May be hand-delivered or mailed (first class is fine).
- Must give at least two month's notice.
 - Quickest vacate: lease terminates at the end of the second calendar month following the month notice is given. *See Hunter v. Frost*, 49 N.W. 327 (Minn. 1891).
- 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.

Winding Down the Tenancy

- **The tenant is still liable for any sums owed to the landlord predating the notice.**
- **The tenant is still liable for rent and other charges during the notice period.**
- **Breaking a lease under this law doesn't change the treatment of a tenant's security deposit.**



Questions?



Tenant Hotline

Phone: 612-728-5767

Online: [homelinemn.org/email](https://www.homelinemn.org/email)

Legal Cannabis Law & Tenant/Landlord Law

HOME Line Housing Attorney, Andrea Palumbo

Session Law 63 - H.F. 100

- Landmark legislation - Signed May 30, 2023
- Touches multiple areas of law
- Session Law - Chapter 63
- Main statute - Chapter 342

Definitions

- Cannabis flower - harvested flower, bud, leaves and stems of a cannabis plant.
- Cannabis concentrate - extracts and resins of cannabis plant or flower
- Edible cannabis product - cannabis product that is intended to be eaten or consumed as a beverage

Minn. Stat. 342.01

Paraphernalia

Cannabis paraphernalia - all equipment, products, materials used primarily in:

- Ingesting, inhaling or otherwise introducing cannabis flower or cannabis products into the human body
- Manufacturing & testing strength, purity of cannabis flower, products

Medical Cannabis

Medical cannabinoid product \neq adult-use cannabis products or paraphernalia

- Must have qualifying medical condition
- Must enroll in registry
- Must purchase medical cannabis at state regulated dispensary
- **Will change March 1, 2025**

Minn. Stat. 152.22 - 152.37

What's Legal Now?

Transport & Possession

An adult 21 years of age or older may:

- Use, possess or transport cannabis paraphernalia
- Possess and transport:
 - Public place - 2 ounces or less of adult-use cannabis
 - Private residence - up to 2 pounds of adult-use cannabis flower
 - Up to 8 grams of adult-use cannabis concentrate
 - Edible cannabis products/lower potency hemp edibles infused with up to 80 mg of THC

Minn. Stat. 342.09

Home Cultivation

An adult 21 years of age or older may grow up to 8 cannabis plants, no more than 4 being mature at a single residence without a license to grow cannabis

- Must be in their primary residence
- Must be in an enclosed, locked space not open to public view
- Civil penalty for plants grown in excess of limits

Minn. Stat. 342.09

Use on Private Property

An adult 21 years of age or older may use adult-use cannabis flower and cannabis products on private property not generally accessible to the public **UNLESS**

This is expressly prohibited by the owner of the property

Minn. Stat. 342.09

Minn. Stat. § 504B.171

Covenant not to allow illegal activities

Landlord cannot prohibit a tenant from legally possessing &
Tenant cannot waive the right to:

- Possess any cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, or
- Use any cannabinoid product or hemp-derived consumer product

Other than consumption by smoking or vaping

Minn. Stat. 504B.171 Subd. 1(2)(c)

Minn. Stat. § 504B.171 Changes

Subdivision 1. Terms of covenant. (a) In every lease or license of residential premises, whether in writing or parol, the landlord or licensor and the tenant or licensee covenant that:

(1) neither will:

(i) ~~unlawfully~~ allow controlled substances in those premises or in the common area and curtilage of the premises in violation of any criminal provision of chapter 152

Current Protection for Registry Participants

No school or landlord may refuse to enroll/lease to or otherwise penalize a person solely for participation in Medical Cannabis Registry/Tribal Medical Cannabis UNLESS failing to do so would

- Violate federal law or regulations or
- Cause a loss of monetary/ licensing-related benefit under federal law or regulations.

Minn. Stat. 152.32

Future Protection for Cannabis Registry Participants

No landlord may refuse to lease to a patient or otherwise penalize a patient solely because the patient is enrolled in the registry program UNLESS failing to do so would

- violate federal law or regulations or
- would cause a loss of monetary or licensing related benefit under federal law or regulations.

Minn. Stat. 342.57 Subd. 3 **effective 3/1/2025**

Exceptions

Sober Homes

A sober housing program for people with substance use disorders may prohibit people in the program from possession/use of

- Cannabis flower
- Cannabis products
- Lower-potency hemp edibles or
- Hemp derived consumer products.

Minn. Stat. 504B.1715

Public and Subsidized Housing

Public and subsidized housing owners must establish admission standards that prohibit the admission of applicants if:

- Any member of the household is “currently engaging in” the illegal use of a drug, or
- There is cause to believe that a household member’s illegal use/pattern of illegal use may interfere with the health, safety or the right to peaceful enjoyment of the premises by other tenants.

42 U.S.C.A. § 13661(b) (West 2023); 24 C.F.R. §§ 5.854 (federally assisted housing), 82.518(a)(1)(ii) (Section 8 moderate rehabilitation), 960.204(a)(2) (Public Housing), 982.553(a)(1)(ii) (Voucher) (2018); HUD Notice H 2002-22.

Public and Subsidized Housing

Most public and subsidized housing programs allow the landlord to terminate leases and subsidies and evict tenants for:

- Drug-related criminal activity and illegal drug use or
- A pattern of illegal drug use that interferes with health, safety, or right to peaceful enjoyment of the premises by other residents.

42 U.S.C.A. § 1437d(l)(6), 1437f(o)(7)(D) (West 2023); 24 C.F.R. §§ 5.100, 5.858, 982.310(c)(1), 982.551(l); 982.553(b)(1), 966.4(l)(5), 966.4(f)(12).

Public and Subsidized Housing

How will courts treat tenants with legal use under Minnesota law and criminal use under Federal law?

Limitations

Nuisance

Any use of adult-use cannabis flower which is

- injurious to health,
- indecent or offensive to the senses, or
- an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property

Minn. Stat. 342.82

Actions for Nuisance

A person who is injuriously affected/whose personal enjoyment is lessened by a nuisance may bring an action for injunctive relief and the greater of actual damages or a civil penalty of \$250

If a landlord fails to enforce the terms of a lease/governing document/policy related to the use of adult-use cannabis flower on the property, a person injuriously affected/whose personal enjoyment is lessened by a nuisance as a result of the failure to enforce the terms may bring an action against the landlord for injunctive relief and the greater of the person's actual damages or a civil penalty of \$500

Minn. Stat. 342.82

Future Limitations

Vaping/smoking of cannabis flower/products, artificially derived cannabinoids, or hemp-derived consumer products is prohibited in a multifamily housing building, including balconies and patios.

**Does not apply to the use of medical cannabis/cannabinoid products

A violation is punishable through a \$250 civil administrative fine

Minn. Stat. 342.56 **effective 3/1/2025**

Expungement

Cannabis Related Evictions

On motion for expungement of an eviction, the court shall order expungement if grounds for the eviction were:

- Violation of section 504B.171;
- Breach of lease solely the possession of marijuana/tetrahydrocannabinols; or
- If the tenant could receive an automatic expungement under section 609A.055.

Minn. Stat. 484.014

Use in Public?

Not Expressly Illegal

An individual 21 years of age or older may use adult-use cannabis flower/cannabis products in the following locations:

- Private residence, including the individual's curtilage or yard;
- Private property, not generally accessible by the public explicitly prohibited by the owner of the property; or
- Premises of an establishment or event licensed to permit on-site consumption.

Minn. Stat. 342.09 Subd. 1(7)(i)-(iii)

City/County Ordinances

A local unit of government may adopt an ordinance establishing a petty misdemeanor offense for unlawful public use

Minn. Stat. 152.0263



Questions?



Tenant Hotline:

Phone: 612-728-5767

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

- HOME Line ofrece servicios en español. Para Español, llame al 612-255-8870.
- 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.



CLE Code 494852



Thank You