



**Minnesota**

**Tenant Bill of Rights**

**(City Edition)**

## **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 354,000 renter households from every county in the state. In 2024, we advised 19,932 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.*

*HOME Line  
8011 34th Ave S, Suite #126  
Bloomington, MN 55425*

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# 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.<sup>1</sup>

- **Landlords' are afforded more advantages.**

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

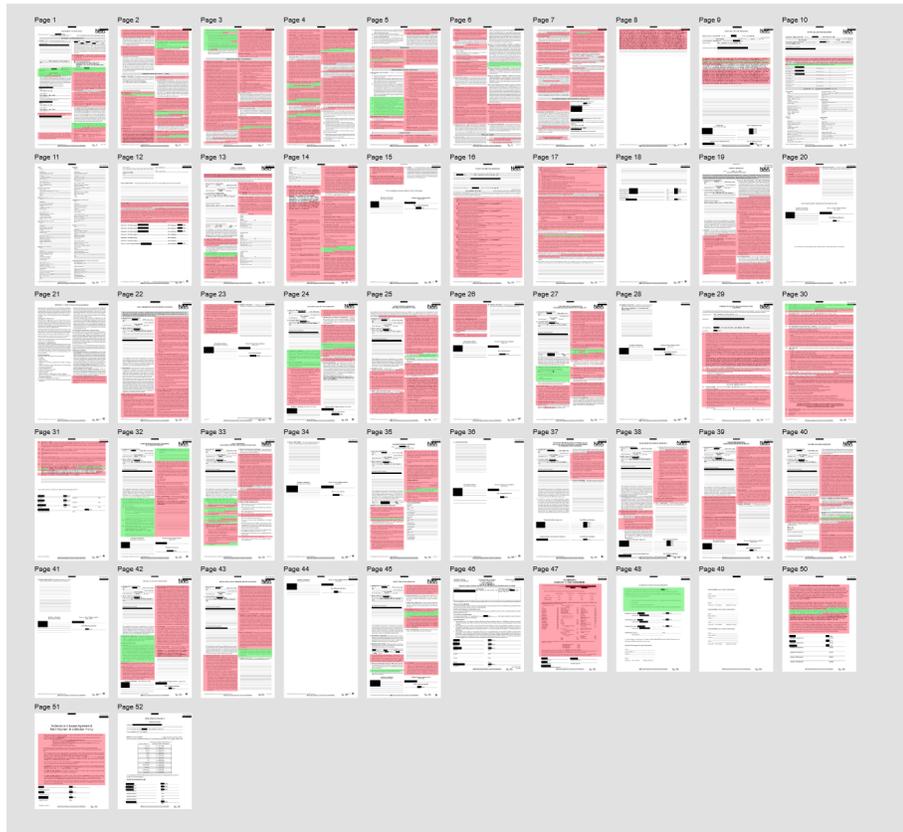
response to their constituents' needs, cities should enact ordinances that would bring greater balance to the tenant-landlord relationship.

- **While, in recent years, the Minnesota Legislature has enacted legislation to begin balancing the scales regarding the relationship between tenants and landlords, much more can and needs to be done on the state or local level.** In this guide, cities will find scores of measures that could be taken on at the state level, but it has not done so. Leadership by cities could not only benefit their residents, it could indicate to the state that “the sky will not fall” if increased tenant protections are put in place.

In fact, efforts by city leadership to tackle this imbalance are already taking place—for example:

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<sup>1</sup> HOME Line attorneys frequently see leases like this 54-page lease from 2023, probably the most commonly used lease in MN. Pink represents clauses that protect landlord interests (52%) and green clauses protected tenant interests (6%).



- Brooklyn Center, Minneapolis, St. Louis Park, and St. Paul (effective in 2026) have 30-day written pre-eviction notice requirements for non-payment of rent evictions.
- Brooklyn Center has Just Cause Protections for affordable housing units. This means for qualifying homes, a landlord must give a justifiable reason (as outlined in ordinance) for not renewing a tenant’s lease or for evicting them before a lease renewal happens.
- Minneapolis has Source of Income Protections that prohibit discrimination against tenants on the basis of using a subsidy (e.g., a Section 8 voucher, a Bridges subsidy, etc.) to pay for part or all of their rent.
- Minneapolis and St. Paul have one-month security deposit caps for rental units.
- Minneapolis and St. Paul also regulate the tenant screening process:
  - Minneapolis has established specific limits on what information landlords can use to screen prospective tenants. Criminal history, rental history, and eviction records, are the focus, with a three-year lookback for most criminal and eviction records and a seven-year limit for more serious felony convictions and certain other crimes. The city also prohibits screening based on credit history and requires landlords to accept payment histories from applicants who don't meet the standard income-to-rent ratio.
  - St. Paul's tenant screening rules, part of the S.A.F.E. Housing Ordinance, limit how far back landlords can look at criminal records, credit history, and rental history for applicants. Landlords cannot reject tenants for petty misdemeanors, most felonies older than seven years, or crimes no longer illegal in Minnesota. They also cannot reject tenants solely for a bad credit score or lack of rental history, but may consider failure to pay rent or evictions if they occurred within the last three years.
- Most city ordinances require formal action by a city inspector or even an entire city council when rental housing violations remain unaddressed. To ensure renters have accessible methods of enforcement to address housing issues directly impacting their lives, they need a proactive mechanism to bring a case. We recommend cities include language to provide impacted tenants with a private right of enforcement in local licensing/maintenance ordinances, so they can secure repair remedies and collect penalties from a violating landlord when other barriers might impede city enforcement. For example, several of the above ordinances include a private right of enforcement for tenants—all of Chapter 193 in St. Paul (pre-eviction notice, relocation assistance, tenant screening, security deposits), tenant screening regulations in Minneapolis, and Just Cause Protections in Brooklyn Center.

# Options for Minnesota Cities to Expand Tenant Protections

- **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 any kind of criminal record, bad credit, or belong to a population that often contends with prejudice or discrimination. Reducing unnecessary costs and addressing discrimination will make the application process fairer.
- **The Right to a Fair Lease:** Landlords write the leases. Unsurprisingly, rental leases are written to protect landlords' interests more than tenants'. Tenants can rarely negotiate the terms of the lease meaningfully because the landlord often has many other prospective tenants who will accept virtually any lease terms. City ordinances should correct the power imbalances.
- **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 them 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 cities' stock of safe and quality housing.
- **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.<sup>2</sup> To add insult to injury, only 39 affordable and available rental homes exist per 100 extremely low-income renter households that need them.<sup>3</sup> At a minimum, renters should know the true cost of renting an apartment they are interested in. However, some landlords do things, such as adding on mandatory fees or increasing the rent mid-lease. There are several city ordinances that could be put in place to help tenants in this arena.

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<sup>2</sup> National Low Income Housing Coalition, "2025 Out of Reach Report: The High Cost of Housing," <https://nlihc.org/oor/state/mn>

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

- **The Right to Safeguards Against Displacement:** Evictions and involuntary (landlord-initiated) displacements significantly disrupt households by causing housing instability, negative impacts on health outcomes, and can lead to homelessness. While residential evictions have been regulated here since before Minnesota was a state, some of the guidelines have not been updated in decades. Cities can pass ordinances to secure the right to safeguards against evictions and involuntary displacements.
- **The Right to Retain Affordable Housing:** Affordable housing is incredibly scarce, especially for those at the lowest incomes in our communities. Cities can use ordinances to keep some of those living in affordable housing housed during times when their living situations are in flux.

# 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 any kind of criminal record, bad credit, 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 ordinances to secure the right to a fair application and rental process:

- **Prohibit-application screening fees.** Application fees typically range from \$30-\$100, but there is no regulation on how much can be charged to perform a background check – some landlords are now charging \$150 per applicant. This fee is typically very regressive as the same fee is usually charged to a tenant looking for a \$750 studio apartment as 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.<sup>4</sup> Application screening fees should be part of a landlord’s cost of doing business.
- **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. Some Minnesota cities 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.

As many as one-third of adults in the United States have a criminal history.<sup>5</sup> 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.<sup>6</sup> Sociological research

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<sup>4</sup> Renters: Results from the Zillow Consumer Housing Trends Report 2023: <https://www.zillow.com/research/renters-consumer-housing-trends-report-2023-33317/>

<sup>5</sup> Just Facts: As Many Americans Have Criminal Records as College Diplomas: <https://www.brennancenter.org/our-work/analysis-opinion/just-facts-many-americans-have-criminal-records-college-diplomas>

<sup>6</sup> 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](https://www.hud.gov/press/press_releases_media_advisories/hud_no_23_083)

does not support the idea that a criminal record provides accurate information about the potential for housing success.<sup>7</sup>

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.<sup>8</sup> 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.

**Policy Highlight: Prohibit source of income discrimination.** Because of source of income discrimination, we see many renters struggle to find places to live, sometimes leading them to lose the housing assistance they waited years to receive. Often, source of income prohibitions are thinly-veiled forms of illegal discrimination based on class, disability, and race/ethnicity. Protection would 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. Withstanding a years-long court challenge, Minneapolis has enacted an ordinance prohibiting source of income discrimination. Other Minnesota cities should follow suit.

- **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 actual apartment and, at the prospective tenant's request, allow the prospective tenant to see the apartment before signing a lease.
- **Require a standardized application.** Every prospective renter would be asked the same questions, which would help prevent discrimination or bias in the application process. By extension, it would reduce the chance of landlords unintentionally violating fair housing rules by ensuring consistency in questions and criteria. Tenants would know upfront what information they'll be asked to provide, and landlords understand what they're allowed to ask. A standard application would also make it easier to translate into multiple languages. This

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<sup>7</sup> 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>

<sup>8</sup> 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>

could also facilitate a transition to a "portable" tenant screening report process — a single report that tenants can use across multiple rental applications, reducing burden on tenants.

# The Right to a Fair Lease

Landlords write the leases. Unsurprisingly, rental leases are written to protect landlords' interests significantly 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 without question. City ordinances should correct the power imbalances.

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

- **Prohibit landlords from unilaterally changing the lease.** Some landlords tell tenants that they 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. City ordinances 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.
- **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 action suits. The leases do not similarly bind the landlords. The effect of these provisions is to dissuade tenants from enforcing their rights before independent courts.
- **Provide tenants with freedom of expression.** Manufactured home park tenants have freedom of expression<sup>9</sup>, 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 this right within the building for noncommercial purposes.
- **Require landlords to disclose local contact information fully.** State law requires landlords to disclose their contact information, but some landlords use post office boxes and commercial mailboxes rather than an actual local street address that tenants can visit. This makes 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. City ordinances should require landlords 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. Create financial penalties for violations.

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<sup>9</sup> MN Statute 327C.13 <https://www.revisor.mn.gov/statutes/cite/327C.13>

- **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; (e) Is parked in an area not intended for motor vehicles including, but not limited to, sidewalks, lawns and landscaping; and (f) either tow for snow after giving a warning first to all tenants (stating how it will be done in the lease) or within 24 hours of an independent event (e.g., 2 inches of snow or more at the airport).

**Policy Highlight: Update security deposit rules.** State security deposit law has had few changes since it was created in the 1970s. City ordinances could address this by capping the deposit at the rent for one month (as Minneapolis and St. Paul have done), increasing the interest rate for deposits, and requiring more detail in the deposit withholding notice (including information/evidence of 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.

- Deposits should be limited to the rent for one month.
- 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%.<sup>10</sup> 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.<sup>11</sup> The security deposit interest rate should not be a profit center for landlords. The rate should be increased to 4%. Late fees tenants are required to pay should also be lowered to 4% instead of the state maximum of 8%.
  - Some landlords require deposits much higher than the rent, making it difficult for low-income tenants to rent apartments they otherwise can afford.
  - Some landlords charge more for repairs than their actual costs.
  - Current state penalties are not an adequate incentive for some landlords to comply with the law. City ordinances could increase penalties to address this.

<sup>10</sup> Utility Deposit Interest Rates: <https://mn.gov/commerce/business/telecom/interest-rates/>

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

- **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. Many low-income and elderly tenants often only use cash and cannot use online portals. Some landlords that use portals block tenants from using the portal as a method of retaliation. Landlords should be required to accept cash or certified funds and be prohibited from charging fees for paying rent or blocking tenant use of portals.
- **Prohibit leases from limiting tenant notices in the winter.** Some leases prohibit tenants from giving an 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.

# 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. City ordinances 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 ordinances to secure the right to a habitable home:

- **Create a housing code.** Two sample codes to reference are [Minneapolis's Code of Ordinances Chapter 244](#) and the [2021 edition of the International Property Maintenance Code](#).
- **Create a rental licensing program.** A sample licensing program is [Minneapolis's Code of Ordinances Chapter 244 Article XVI](#).
- **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. City ordinances should make clear that yard maintenance and snow removal warrant compensation.

**Policy Highlight: 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, provided they give notice to the landlord and allow the landlord some time to complete the repairs. Current Minnesota law requires tenants to go to court when landlords violate habitability laws; however, many tenants lack the time and resources to go to court. City ordinances can allow for repair and deduct and set clear guidelines that tenants must follow to take this option. In 2025 voters in the City of Duluth overwhelmingly passed a tenant-led ballot initiative that enacted an ordinance taking this approach for repairs that cost less than \$500 or one-half a month's rent, whichever is greater (see [Duluth Legislative Code Chapter 29A, Article IIIA](#)).

- **Reduce burdens on tenants when bringing claims for repairs.** New state laws enacted in 2023 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. City ordinances should remove that obligation.

- **Require landlords to conduct and disclose radon test results every three years and perform mitigation.**<sup>12</sup>
- **Provide more options to tenants facing repair problems.** Generally speaking, tenants only have the right to end a lease due to serious repair issues (via a “constructive eviction”)<sup>13</sup> when the property is in such bad condition that it is deemed unlivable by a court. It is both extremely risky and exceptionally challenging for a tenant to argue a constructive eviction in court. Meanwhile, current state 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. City ordinances should expand habitability relief to include relocation, ending the lease, personal injury damages, and reasonable attorney fees (without an arbitrary cap) if the tenant asks for them.
- **Mandate that renters’ insurance policies insure tenants who accidentally damage their rented homes by any non-intentional means, not just by fire.**
- **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, by city ordinances, like allowing an organization to work with a single tenant rather than with most of the tenants in the building.
- **Update the law on inspection agencies.** The current state 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. City ordinances 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.
- **Require inspections for new leases and annually. Notice of inspection results should be given to landlords, and current tenants.**
- **Invest city resources toward city attorney enforcement in response to substandard conditions, specifically with Tenant Remedies Actions.** Cities are one of the few groups authorized by state law to file these types of

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<sup>12</sup> SF 3807, 93rd Minnesota State Legislature  
[https://www.revisor.mn.gov/bills/text.php?number=SF3807&version=0&session=ls93&session\\_year=2024&session\\_number=0](https://www.revisor.mn.gov/bills/text.php?number=SF3807&version=0&session=ls93&session_year=2024&session_number=0)

<sup>13</sup> Colonial Court Apartments, Inc. v. Irene A. Kern  
<https://homelinemn.org/wp-content/uploads/Colonial-Court-Apartments-v.-Kern.pdf>

cases, which are specifically designed to provide unique remedies that both benefit the city/regulator as well as the tenants impacted by poor housing conditions. City enforcement via this method can further shield tenants from retaliation and the threat of displacement due to rental license suspension/revocation.

- **In addition to existing standards that require completion of repairs, city ordinances should further provide specific and broader remedies for tenants who have been harmed due to landlord violations of housing maintenance codes:** (1) Provide triple the actual and consequential damages, based on rent abatement for impairment of use and enjoyment of the property for the period of the violation, or \$500, whichever is greater. (2) A tenant and their guests can hold a landlord liable for any damages and consequential damages for physical and/or mental harm if caused by conditions the landlord could have reasonably prevented. (3) In the case of a residential building or residential unit that has been condemned for violations or is otherwise uninhabitable, triple actual and consequential damages, based on the total rent for the period of the violation, \$500, whichever is greater. At the request of the tenant, the owner shall immediately (1) relocate the tenant to a comparable dwelling prepaid by the owner or (2) terminate the lease and return rents paid by the tenant for the period of the violation and security deposit paid by the tenant.

At the tenant's option, tenant correction of violations and reasonable compensation from the owner. At the tenant's option, full rescission of the lease and recovery of any damage deposit less any amount retained under Minn. Stat. § 504B.178. At the tenant's option, collection of awards under this subsection as a credit against current and future rents from the owner. Costs, disbursements, and reasonable attorney's fees.

# 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.<sup>14</sup> To add insult to injury, only 34 affordable and available rental homes exist per 100 extremely low-income renter households that need them.<sup>15</sup> At a minimum, renters should know the true cost of renting an apartment they are interested in. However, some landlords use questionable practices to add on mandatory fees or increase the rent mid-lease. There are several city ordinances that could be put in place to help tenants in this arena.

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

- **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 units 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.
- **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. City ordinances 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.
- **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.

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<sup>14</sup> National Low Income Housing Coalition, "2024 Out of Reach Report: The High Cost of Housing," <https://nlihc.org/oor/state/mn>

<sup>15</sup> National Low Income Housing Coalition, "The Gap: A Shortage of Affordable Homes (March 2024)," <https://nlihc.org/gap/state/mn>

- **Prohibit accelerated rent clauses in residential tenancies.** Some leases include an acceleration clause that gives the landlord the right to claim rent for 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. City ordinances should prohibit this.

**Policy Highlight: Reduce late fees to 4% instead of 8%.** Current law has allowed landlords to charge an 8% (of overdue rent) late fee since 2010, even though interest rates have fluctuated significantly. 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% by city ordinances.

- **Adopt 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, and the Minnesota State Legislature determined several decades ago that cities have the right to control rents when voters approve it in a general election<sup>16</sup>.
- **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. City ordinances should limit the number of homes these entities can rent.
- **Prohibit mandatory fees.** Non-refundable fees for non-optional services would be prohibited to ensure tenants do not face unaffordable, concealed charges after signing a lease. Administrative costs must be incorporated in the tenant's rent so they understand how much they will pay each month before they enter into a lease.

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<sup>16</sup> MN Statute. § 471.9996: <https://www.revisor.mn.gov/statutes/cite/471.9996>

# The Right to Safeguards Against Displacement

Evictions and involuntary (landlord-initiated) displacements significantly disrupt households by causing housing instability, negative impacts on health outcomes, and can lead to homelessness. While residential evictions have been regulated here since before Minnesota was a state, some of the guidelines have not been updated in decades. Cities can pass ordinances to secure the right to safeguards against evictions as listed in the sample policies listed below.

**Policy Highlight: Require just cause for a landlord to end a lease.** Current law (other than in Brooklyn Center) 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. It can be difficult for tenants to prove clear cases of retaliation/discrimination in court, meaning it can be very risky to their housing stability to try such a defense to an eviction. 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 are required to have a good reason to end the lease. All landlords should have this requirement. The reason for ending a lease can include reasonable, common issues such as 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.

- **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. In 2025, evictions for non-payment of rent are still at record highs and far exceed any other reason for eviction. This feeds into an incredibly difficult cycle where tenants have a much harder time securing housing they can afford. City ordinances 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.

- **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.
- **Expand the statewide 14-day (or in some cities, 30-day) pre-eviction notice requirement to material breaches of lease.** Current state 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.
- **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.
- **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. City ordinances should give tenants 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.
- **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. City ordinances should correct these problems.
- **Update laws on illegal lockouts.** State law in this area has not been substantively updated in 30 years. The current law:
  - does not cover when a landlord threatens to not let the tenant move in at the beginning of their lease,
  - does not require the court to order immediate possession for an excluded tenant,
  - does not allow the tenant to end the lease if they've been locked-out,
  - 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.

City ordinances should correct this.

- **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.
- **Prohibit retaliation.** While state law prohibits retaliation in most cases, it does not prohibit all forms of retaliation, and, with a few exceptions, does not provide the tenant with effective remedies for retaliation. In many cases the only way a tenant can argue retaliation is in their defense to an eviction case, with their housing stability on the line. Tenants often (and rightly so) are fearful of this, and, therefore, landlords often get away with retaliation. Cities have an opportunity to enact a unified and comprehensive protection against retaliation that gives tenants real options to dispute retaliatory actions that do not involve risking their housing.
- **Repeal crime-free housing programs:** Hundreds of cities across the United States, including in Minnesota, have enacted and enforce local ordinances or regulations often referred to as “crime/drug-free,” “disorderly/nuisance conduct,” or “conduct on licensed premises” ordinances that specifically impact and are enforced on rental housing in these communities. There are a number of serious concerns with such ordinances—they can have harmful racial equity consequences, disproportionately impact people experiencing domestic violence or people with mental health disabilities, and impede tenants’ access to police and emergency services. Whatever the name, crime-free ordinances should be repealed.
- **Require 30-day notice of evictions for all purposes allowing tenants to cure breaches of their leases:** For a breach of lease (e.g., having a dog when not authorized, allowing a guest to stay one night longer than allowed, etc.), the landlord can file an immediate eviction without warning currently without giving the tenant an opportunity to solve the problem before the case is filed. City ordinances should correct this by requiring a 30-day notice to the tenant to correct the issue.
- **Require landlords to submit all filed evictions to the city as a method of measuring their prevalence.** Require that a landlord inform the city either before filing an eviction or immediately thereafter, and provide an affidavit to the court at that time stating that they have complied with this regulation.

# The Right to Retain Affordable Housing

Affordable housing is incredibly scarce, especially for those at the lowest incomes in our communities. Cities can use ordinances to keep some of those living in affordable housing housed during times when their living situations are in flux.

- **Require replacement units and relocation benefits when affordable housing is removed.** When affordable housing is removed or demolished—such as through gentrification, redevelopment, condominium conversion, or public housing disposition—city ordinances may require the creation of replacement units and the provision of relocation benefits to affected tenants. These requirements exist to prevent displacement and preserve housing options for low-income residents.
- **Require advance notice of sale and post-sale tenant protections.** When a rental property—especially one with affordable housing units—is put up for sale, advance notice and post-sale tenant protections are often required by ordinances to prevent displacement, preserve affordability, and give tenants or tenant organizations the opportunity to purchase the property.

**Policy Highlight: Provide residents with the right of first refusal in apartment sale situations.** Tenants’ right of first refusal in an apartment sale is a legal right that gives tenants the first opportunity to purchase the apartment they’re renting if the owner decides to sell it. If the landlord receives an acceptable offer from a third-party buyer, they must first offer the apartment to the current tenant on the same terms. The City of Minneapolis has been researching and considering a policy similar to this since at least 2019, but as of the publication date of this document the city has not yet passed a law.