



Tenant Hotline

Phone: 612-728-5767

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

Breaking a Residential Lease CLE

April 22, 2026 — 1:30-3:00pm

Student Legal Service Senior Staff Attorney Shana Tomenes,
HOME Line Housing Attorney, Samuel Spaid

What is HOME Line?

- HOME Line is a statewide nonprofit organization providing free legal, educational, and advocacy services to Minnesota renters.
- We provide free and confidential legal advice to residential tenants through our hotline in 4 languages.
- We have advised over 350,000 renters since 1992.



Contacting the Hotline

- For English, call 612-728-5767
- Para Español, llame al 612-255-8870
- Af- Soomaali wac 612-255-8860
- Hais lus Hmoob, Hu 612-255-7104
- homelinemn.org/email
- homelinemn.org/mandenos-un-e-mail



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



Upcoming Webinars

- May 20, 2026 - City Ordinances Update





Breaking a Lease

Student Legal Service
and HOME Line





Terminating a Lease Early



Leasing Basics

- Leases are a binding legal document once both parties sign
- Leases are generally very difficult to terminate
- No “legal loopholes” - often, even if some provisions within the lease are illegal, it does not void the lease

Valid Ways to Terminate a Lease Early

- Mutual agreement between all parties
- Judicial Order
- Some statutory provisions

Legal Reasons to Terminate Early

- Constructive Eviction (building is destroyed or unlivable)
- Victims of Domestic Violence, Criminal Sexual Conduct, or Harassment
- Moving to a medical facility
- Death of all tenants
- Military service
- Violations of Local Ordinances

Constructive Eviction

- “a building that is destroyed or becomes uninhabitable or unfit for occupancy through no fault or neglect of the tenant”
- Best example burned to the ground or condemned
- Doesn't necessarily require something that drastic and courts have allowed significantly less, but risk is significant
- Assert by moving out, returning the keys, and telling the landlord
- Minn. Stat. 504B.131

Victims of Domestic Violence

- Fears imminent violence and has been subjected to domestic violence, criminal sexual conduct, sexual extortion, or harassment
- Tenant also needs one of several different statutorily defined qualified documents
- Needs to give a notice that contains specific information and attach a qualified document
- lawhelpmn.org has a great fact sheet
- Minn. Stat. 504B.206

Victims of Domestic Violence Continued

- Tenant owes rent for the rest of the month
- Tenant forfeits security deposit
- Doesn't affect the tenant's liability for debts already owed
- Terminates the lease for all tenants if there is more than one
- Landlords have an obligation to keep the information confidential and can be sued for \$2,000 if they fail to do so

Moving to a Medical Facility

- If a tenant has a disability or medical condition that requires them to move into a medical facility, then they may break the lease with two months notice
- Need to provide a copy of the doctor's diagnosis of needing a medical facility and proof that they have a plan to move to one
- Medical facility has a specific statutory definition
- Minn. Stat. 504B.266

Death of All Tenants

- If all tenants die, any party to the lease (landlord or tenant's estate) can terminate the lease with two months' written notice.
- Minn. Stat. 504B.265

Military Service Protection

- Tenants in the military can terminate their lease under certain conditions
- Require military orders (deployment or permanent change of station)
- Military personnel should consult with their own attorney
- Servicemembers Civil Relief Act

Violations of Local Ordinances

- Your city may have local ordinances that if the landlord fails to follow allow for a tenant to terminate the lease.
- Examples to search for:
 - Failure to have or maintain a rental license
 - Significant code violations
 - Minneapolis-specific example - Failure to provide Renter Rights Mandatory Disclosure (Minneapolis Ordinance Section 244.2000)



Breaking a Lease



Breaking a Lease

- Tenants can always move
- There might be financial consequences
- Landlords have a duty to try and re-rent
- Maximum rent obligation is end of the lease or the notice period on a tenancy at will
- Minn. Stat. 504B.154

Break Lease Fees

- Break lease fees are liquidated damages and may not be enforceable
- Landlords get actual damages (i.e. rent) under Minn. Stat. 504B.154
- *Lagoon Partners, LLC v. Silver Cinemas Acquisition Co*, 999 N.W.2d 113 (Minn. App. 2023); *Gorco Construction Company v. Stein*, 99 N.W.2d 69 (Minn. 1959)



Negotiating an Early Termination



Lease Buy-Out Options

- Some leases contain buy-out options
- Landlords must honor buy-out terms that are in the lease agreement
- Generally require the payment of money in addition to a notice to vacate
- May contain other requirements such as repaying concessions or staying a certain amount of months
- Depends on the lease

Negotiation Considerations & Common Deals

- Easier to negotiate move outs when:
 - Late spring/summer/fall (i.e. not winter)
 - Moving to another of the landlord's properties
 - You have a desirable apartment location, layout, or price point
- Common Deals
 - Paying a sum of money to move out early
 - Agreeing to move out mid-month but paying the full month of rent
 - Staying until a new tenant is found and advertising your unit on social media

Leverage for Lease Termination

- Finding a subletter
- Requesting move out if your building is already undergoing a renovation or the landlord is looking to sell the property
- Leaving honest online reviews of the property or landlord if they are unflattering
- Documented significant habitability concerns
- Suing, or threatening to sue, the landlord

Leverage for Lease Termination Continued

- Landlord is unlicensed or has failed to meet a local ordinance which provides that if the landlord violates the ordinance a tenant may terminate the lease
- Evidence of retaliation by the landlord
- Reasonable accommodation requests
- Threatening to break the lease

Tips for Negotiating a Lease Termination

- The landlord may start with “no” – Don’t get flustered. It’s okay to ask clarifying questions and respectfully advocate
- Communicate and follow up in writing whenever possible
- Make sure to sign any lease termination paperwork provided by the landlord and read the terms carefully
- Discuss the security deposit and make sure to provide a forwarding address when you move out
- If you choose to move out without an agreement, make sure to turn in the keys and communicate that you have surrendered the unit

Questions?

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