



Tenant Hotline

Phone: 612-728-5767

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

Leases and Prohibited Lease Terms

August 26, 2026 — 1:30-2:30pm

HOME Line Housing Attorney, Melissa Johnson

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

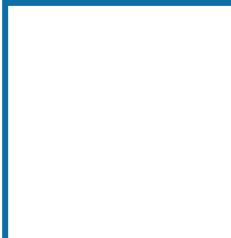
- For English, call 612-728-5767
- Para Español, llame al 612-255-8870
- Af- Soomaali wac 612-255-8860
- Hais lus Hmoob, Hu 612-255-7104
- homelinemn.org/email
- homelinemn.org/mandenos-un-e-mail

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

- September 30, 2026 - Referee Sedillos on Tenant Filed Actions



Leases and Prohibited Lease Terms

HOME Line

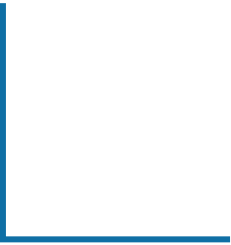


Presentation Outline

- Minnesota Residential Landlord Tenant Law
- Understanding the lease as a contract
- Minnesota Statutes 504B
- Identifying prohibited fees and lease terms
- Practical examples and enforcement



Objectives



By the end of the presentation you should be able to:

- Identify the elements of a valid contract
- Understand how the elements apply to a residential lease
- Recognize common lease fees
- Recognize prohibited or problematic lease terms
- Basic understanding of a Rent Escrow as a remedy

A Lease is a Contract between landlord and tenant

- Rights and responsibilities
- Financial Obligations
- Rules and expectations

Six Elements of a Contract

- **Offer:** Someone wants something and another someone can fulfill that want
- **Acceptance:** Parties agree to the terms either verbally or in writing
- **Awareness:** Both parties are aware they are entering into an agreement
- **Consideration:** Value has been agreed upon - an action or an item
- **Capacity:** Legal Capacity to enter into an agreement
- **Legality:** Subject to the applicable laws: Federal, State, Local Laws & Ordinances

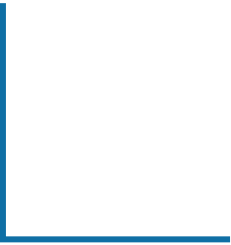
Source: <https://legal.thomsonreuters.com/blog/the-essential-elements-of-a-contract/>

Applying the Six Elements of a Contract to a Lease

- **Offer:** Landlord says they will rent you this apartment for \$1,500 per month for 12 months
- **Acceptance:** Tenant agrees to these terms and signs a lease.
- **Awareness:** Both parties are active participants in the agreement
- **Consideration:** Tenant pays rent and Landlord gives the right to occupy and use the property
- **Capacity:** Legal ability to enter into an agreement
- **Legality:** Contract has to be lawful



Before signing the lease

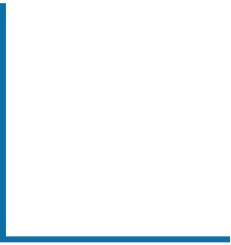


Before you sign - Best Practices

- Get the lease in writing
- Look at the actual property you are going to lease
- Test the unit - utilities and appliances
- Check Rental License- not applicable to everyone



Prohibited Fees



Prohibited Fees - 504B.120

Subdivision 1. **Disclosure of fees.** A landlord must disclose all nonoptional fees in the lease agreement. The sum total of rent and all nonoptional fees must be described as the Total Monthly Payment and be listed on the first page of the lease. A unit advertised for a residential tenancy must disclose the nonoptional fees included with the total amount for rent in any advertisement or posting. In a lease agreement disclosure or unit advertisement, the landlord must disclose whether utilities are included or not included in the rent.

Subd. 2. **Penalties.** A landlord who violates this section is liable to the residential tenant for treble damages and the court may award the tenant reasonable attorney fees.

Optional vs. Non Optional Fees

Optional Fees

Pet fees - except ESA and Service Animals
Garage/Parking Space
Optional Storage
Renters Insurance

Non Optional Fees

Portal Fee
Admin Fee
Amenities
Internet
Landlord charged utilities
Lease processing fees
Renters Insurance

Why does disclosure matter?

Tenant is looking for an apartment, the high end of their budget is \$1,500.

They see 123 Main Street #1 is advertised online as \$1,500. Tenant discovers there is a \$50 administrative fee, \$25 amenity fee, and a \$50 mandatory internet charge. Rent is no longer \$1,500 but \$1,625.

What do all these fees have in common?

- Pest Control Fee
- Bed Bug Fees/Addendums
- Maintenance Fees
- Utility Service Plans
- Snow removal
- Lawn Care
- Cleaning Fees
- Painting Fees

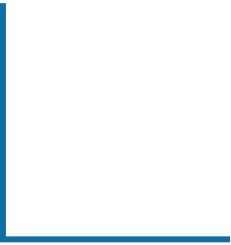
Landlord's Maintenance Responsibilities - 504B.161

Subdivision 1. **Requirements.** (a) In every lease or license of residential premises, the landlord or licensor covenants:

- (1) that the premises and all common areas are fit for the use intended by the parties;
- (2) to keep the premises and all common areas in reasonable repair during the term of the lease or license, including services and conditions listed in section 504B.381, subdivision 1, and extermination of insects, rodents, vermin, or other pests on the premises, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee;



Lawn Care and Snow Removal



Lawn Care and Snow Removal - 504B.161

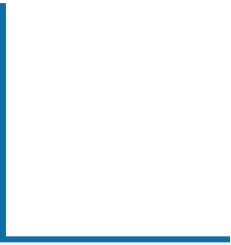
Subd. 2. **Tenant maintenance.** The landlord or licensor may agree with the tenant or licensee that the tenant or licensee is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises.

What does “adequate consideration” look like?

- Lease clause: “In accordance with MN Statute 504B.161, Subd.2, Tenant hereby acknowledges the receipt of adequate compensation, reflected in the amount of rent due pursuant to this Lease for the performance of the above referenced maintenance activities to be completed by Tenant”
- First page of the lease agreement: “Rent is \$1,500, but tenant agrees to provide lawn care and snow removal in exchange for reduced rent of \$1,400”



Cleaning and Security Deposits



Automatic Cleaning Fees seen in leases

- Cleaning Fee \$300
- Professional Carpet Cleaning \$150
- Painting/Touch ups \$150
- “Redecorating Fee” \$150
- Automatic repair or replacement charges

Price Lists

Cleaning – Maintenance- Repair/Replacement Charges – Price List

THESE ARE MINIMUM CHARGES ONLY – YOUR ACTUAL CHARGES MAY VARY

Kitchen	Charge	Bedrooms	Charge
Fridge / Freezer clean out	\$25	Windows – stain / soot	\$10
Fridge – broken drawer	\$37	Windows – sills / screen	\$35
Fridge – broken shelf	\$33	Light fixture	\$25
Fridge – broken door bar	\$15	Smoke detector – broken	\$27
Fridge – door insert	\$90	Walls, excessive marks	\$25
Oven door – broken	\$105	Walls – full paint job (per wall)	\$100
Oven replacement	\$1000	Outlet cover	\$3
Drip pans – small	\$5	Outlet cover - cable	\$6
Drip pans – large	\$10	Melted candle wax removal, per hour	\$40
Stove – Broken Burner, small	\$42		
Stove – Broken Burner, large	\$54	Miscellaneous	
Dirty stovetop, hood	\$25	Carpet stains/burns (min)(cost varies)	\$100
Dirty oven	\$50	Vacuum (per room)	\$15
Chips in stove, per chip	\$25	Bi-fold doors	\$120
Clean cabinet doors/drawers	\$20	Fire extinguisher replacement	\$25
Replace cabinet doors/drawers	\$100	Unit lock replacement	\$80
Microwave - Replacement	\$500	Key FOB	\$100
Microwave plate	\$35	Mailbox lock	\$20
Microwave cleaning	\$10	Garage opener / key	\$50
Sink strainer	\$10	Garbage removal	\$100
		Broken siding, per break	\$100

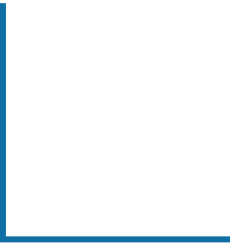
Housing Hub

- Carpet cleaning
- Light Bulbs
- Batteries
- Filters

Source: https://www.ag.state.mn.us/Office/Communications/2023/03/13_HousingHub.asp



Other Prohibited Lease Terms



Prorated Rent - 504B.116

(a) When a lease term for a residential unit ends on a date before the last day of the final month, the amount of rent to be paid for the final month owed for the final month of rent must be prorated at the average daily rate for that month so that the tenant only pays for the actual number of days that occupancy is allowed. This provision applies to all leases, including leases requiring the last month of rent to be paid in advance. Any attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.

(b) For purposes of this section, prorated rent must be calculated using the actual number of calendar days for the calendar month in which the lease expires.

Prorated Rent: Example

Rent: \$1,500

June: 30 days

Average daily rate: \$50

Days occupied by Tenant: 20

Rent due for June: \$1,000

Ending Date of Lease Term: 06/30/2026

Ending Date of Possession: 10 days prior to the lease term end date

Early Renewal - 504B.144

A landlord may not require a tenant to renew a lease sooner than six months prior to the expiration of the current 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.

Early Renewal Example

A tenants lease term was August 28, 2025 - August 6, 2026

Renewal notices started almost immediately after the tenant moved in.

Meeting of the Minds

- Rent
- Due Dates
- Payment methods
- Agreed terms

MODIFICATIONS OF LEASE. [REDACTED] has made no promises or representations except those contained in this agreement. This lease may only be changed in writing, signed and acknowledged by both parties, provided however, [REDACTED] may at any time upon thirty (30) days written notice to Residents, (i) terminate this Lease for any reason or no reason; (ii) alter, change, and amend the lease provisions, including the rules regarding the conduct and behavior of residents and their guests; or (iii) modify the amount of rent due under Section 1.

Legality - Right to Privacy

RIGHT OF ENTRY. Subject to the requirements of Minnesota Statute § 504B.211, the Residents agree to permit [REDACTED] or its agents, to enter, inspect, repair, or show the Unit at any reasonable time with or without notice, or immediately in cases of emergency or apparent lease or rule violations. The Residents hereby agree that [REDACTED] periodic inspection of the Unit for evaluating maintenance needs or the status of compliance with health, housing, building, fire prevention, or housing maintenance codes is a reasonable business purpose, as that term is defined in Minnesota Statute § 504B.211. If [REDACTED] discovers a lease violation or any violation of applicable laws, regulations, or ordinances during a Unit inspection, [REDACTED] may, in its discretion, contact local authorities or pursue any lawful remedy, including eviction.

Legality - Pest Control

PEST CONTROL. If it is discovered that any conduct by a Resident, or Resident's guests, whether it be known, unknown, accidental or willful, resulted in bringing a pest problem into a Unit or the Property, [REDACTED] will reasonably maintain the unit to comply with all maintenance, health, and safety laws but [REDACTED] may charge the resident for one hundred percent (100%) of any pest control treatment costs. **Infestations discovered in a Unit shall result in the rebuttable presumption that the Resident's conduct or activities caused the infestation.**

Pursuant to Section 34 below, charges assessed to a Resident for pest control may be immediately deducted from the Resident's Security Deposit. Failure to repay all assessed charges for pest control measures is a material Lease violation and may result in termination of the Lease. An infestation may

Legality - Security Deposits

REPLENISHMENT OF SECURITY DEPOSIT. All liquidated damages and assessments will be immediately deducted from the Security Deposit [pursuant to Minnesota Statute § 504B.178, subd. (3)(b)(1), “other funds due to the landlord pursuant to an agreement”]. The Residents' will have 3 days in which to replenish the Security Deposit to the amount required under Section 1. Failure to pay any amounts due to [REDACTED] within 3 days after said notice shall constitute a default pursuant to Section 26, above.

What can be done if these terms are in my lease?

- If you are a landlord- remove these terms and clauses
- If you are a tenant and you see the clauses before signing the lease
 - try to negotiate the terms before signing
 - Sign and fight after
- If you are a tenant and you see the clauses after signing the lease
 - Ignore
 - Rent escrow

Rent Escrow

- Notify the landlord of the issue in writing
- Allow the landlord 14 days to resolve the issue
- File with the court
- Deposit rent with the court if required
- Attend the hearing
- Court will determine appropriate remedy

Takeaways

- A lease is a contract
- Read the lease
- Familiarize yourself with the landlord/tenant laws
- Document everything
- A signature does not make an illegal term legal

Questions?