

**Legislative History of Minn. Stat. § 504B.161 (2014),
the Minnesota Statutory Covenants of Habitability**

compiled by Paul Birnberg, April 11, 2015

The five iterations of the statute follow. Each is preceded by an introduction summarizing the version and giving a reference to the underlying session law. After the last (oldest) version, I give more details of the legislative history of the session law which was enacted as the first version of this statute.

[#1] The current version of the statute, Minn. Stat. § 504B.161 (2014), is the product of 2007 Minn. Laws ch. 136, art. 3, sec. 5, a session law which amended the energy efficiency standards part of the covenants. The statute is printed below. The session law is available here: <https://www.revisor.mn.gov/laws/?id=136&year=2007&type=0>

Minn. Stat. § 504B.161 (2014) Covenants of Landlord or Licensor.

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 in reasonable repair during the term of the lease or license, 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;

(3) to make the premises reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost; and

(4) to maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws 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.

(b) The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

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.

Subd. 3. **Liberal construction.** This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established in this section.

Subd. 4. **Covenants are in addition.** The covenants contained in this section are in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. **Injury to third parties.** Nothing in this section shall be construed to alter the liability of the landlord or licensor of residential premises for injury to third parties.

Subd. 6. **Application.** The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

[#2] The prior version of the statute, Minn. Stat. § 504B.161 (2000), was the product of 2000 Minn. Laws ch. 260, sec. 70, a session law called the “revisor’s bil” which fixed typographical type errors in statutes. The statute is printed below. The session law is available here: <https://www.revisor.mn.gov/laws/?doctype=Chapter&year=2000&type=0&id=260>

Minn. Stat. § 504B.161 (2000) Covenants of Landlord or Licensor.

Subdivision 1. **Requirements.** 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 in reasonable repair during the term of the lease or license, 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; and

(3) to maintain the premises in compliance with the applicable health and safety laws of the state, including the weatherstripping, caulking, storm window, and storm door energy efficiency standards for renter-occupied residences prescribed by section 216C.27, subdivisions 1 and 3, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws 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.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

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.

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Subd. 5. **Injury to third parties.** Nothing in this section shall be construed to alter the liability of the landlord or licensor of residential premises for injury to third parties.

Subd. 6. **Application.** The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

[#3] The prior-to-the-#2 version of the statute, Minn. Stat. § 504B.161 (1999), was the product of 1999 Minn. Laws ch. 199, art. 1, sec. 13. This session law was the “recodification bill”, a bill designed to modernize archaic language in most of the landlord-tenant statutes and renumber the landlord-tenant statutes from chapters 504 and 566 into a single new chapter without changing meaning.¹ Minn. Stat. § 504B.161 (1999) is essentially the same as Minn. Stat. § 504.18 (1998). The statute is printed below. The session law is available here: <https://www.revisor.mn.gov/laws/?doctype=Chapter&year=1999&type=0&id=199>

Minn. Stat. § 504B.161 (1999) Covenants of Landlord or Licensor.

Subdivision 1. **Requirements.** 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 in reasonable repair during the term of the lease or license, 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 licensee; and

(3) to maintain the premises in compliance with the applicable health and safety laws of the state, including the weatherstripping, caulking, storm window, and storm door energy efficiency standards for renter-occupied residences prescribed by section 216C.27, subdivisions 1 and 3, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws 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.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

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.

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Subd. 6. **Application.** The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section, estates at will shall be deemed to be renewed at the commencement of each rental period.

¹ For a discussion of the recodification bill, see *Occhino v. Grover*, 640 N.W.2d 357,363 (Minn. Ct. App. 2002) (paragraph starting “Section 504B.255 came into effect in July 1999 as part of a larger housing bill”), available at http://scholar.google.com/scholar_case?case=7995007659523373036&hl=en&as_sdt=6,24

[#4] The prior-to-the-#3 version of the statute, Minn. Stat. § 504.18 (1998), was the product of 1992 Minn. Laws ch. 376, art. 1, sec. 3, which added energy efficiency standards to the covenants. The statute is printed below. The session law is available here: <https://www.revisor.mn.gov/laws/?doctype=Chapter&year=1992&type=0&id=376>

Minn. Stat. § 504.18 (1998) COVENANTS OF LESSOR OR LICENSOR.

Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state, including the weatherstripping, caulking, storm window, and storm door energy efficiency standards for renter-occupied residences prescribed by section 216C.27, subdivisions 1 and 3, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee 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 lessor or licensor of the duty to maintain common areas of the premises.

Subd. 3. This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established herein.

Subd. 4. The covenants contained herein shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section estates at will shall be deemed to be renewed at the commencement of each rental period.

[#5] The prior-to-the-#4 version of the statute, Minn. Stat. § 504.18 (1971), was the product of 1971 Minn. Laws ch. 219, the original law written from scratch. The session law is available here: <https://www.revisor.mn.gov/laws/?doctype=Chapter&year=1971&type=0&id=219>

The statute is printed below. The following pages provide detailed legislative history of 1971 Minn. Laws ch. 219.

Minn. Stat. § 504.18 (1971) COVENANTS OF LESSOR OR LICENSOR.

Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee 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 lessor or licensor of the duty to maintain common areas of the premises.

Subd. 3. This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established herein.

Subd. 4. The covenants contained herein shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section estates at will shall be deemed to be renewed at the commencement of each rental period.

Detailed Legislative History of 1971 Minn. Laws ch. 219

1971 Minn. Laws ch. 219 began as 1971 HF 1161. Below is a summary of the entries pertaining to this bill in the House and Senate Journals from that year.

Journal	Page/s in Journal	Date	Event
House	575	3/3/71	First Reading, referred to Judiciary Committee
House	748	3/15/71	Berg chief author
House	1067	4/2/71	Judiciary report, delete all amendment
House	1108	4/3/71	Member files
House	1206	4/8/71	Committee of the Whole, do pass recommended
House	1255-6	4/12/71	Third Reading, passed 122-9
House	1788	4/26/71	Message from Senate
House	2412-3	5/6/71	Signed by Governor
Senate	1079	4/13/71	Transmitted by House
Senate	1081	4/13/71	First Reading
Senate	1083	4/13/71	Referred to Judiciary Committee
Senate	1212	4/16/71	Judiciary report, do pass
Senate	1496	4/23/71	Committee of the Whole, do pass recommended
Senate	1545-6	4/26/71	Third Reading, passed 66-1

I reviewed the records of the Senate Judiciary Committee from 1971, which are kept at the Gale Family Library of the Minnesota History museum. These contained no reference to the bill.

I also reviewed the records of the House Judiciary Committee from 1971 kept by the same library. The minutes of the 3/31/71 meeting included the only reference to the bill. Here is the reference quoted in its entirety:

Mr. Berg, chief author of House File 1161, moved that the bill be amended to conform with the Senate file as amended in the Senate subcommittee. Motion carried by a voice vote. A copy of that amendment is attached hereto as "Exhibit A". Mr. Faricy moved that House File 1161 as amended be recommended to pass. Motion carried on a voice vote.

"Exhibit A" and the delete all amendment were identical. Attachment 2 is a conformed copy of the delete-all amendment. Attachment 1 is a conformed copy of the bill as introduced.

The language of the delete-all amendment is the same word-for-word as the session law.

Attachment 3 is a side-by-side comparison of the two versions with color used to highlight differences.

Attachment 4 is a photocopy of the original bill, available at the Minnesota History Museum.

Attachment 1

HF 1161, As Introduced

Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, and to comply with the applicable health and safety laws of the state and of the local unit of government where the premises are located, except when the disrepair or violation of the applicable health or safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee.

Subd. 2. The parties to the lessee or licensee may not modify the obligations of subdivision 1(a). The obligations of subdivision 1(b) may be modified by the parties to the lease or license, but only if the agreement to modify is set forth in a conspicuous writing and is supported by valid consideration.

Subd. 3. This provisions of this section shall be liberally construed, and the privilege of a prospective lessee or licensee to inspect the premises before concluding a lease or license shall not defeat his right to have the benefit of the covenants established herein.

Subd. 4. The covenants contained in this section shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Attachment 2
HF 1161, House Judiciary Committee Delete All Amendment

Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee 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 lessor or licensor of the duty to maintain common areas of the premises.

Subd. 3. This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established herein.

Subd. 4. The covenants contained herein shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section estates at will shall be deemed to be renewed at the commencement of each rental period.

Attachment 3

HF 1161, As Introduced

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, and to comply with the applicable health and safety laws of the state and of the local unit of government where the premises are located, except when the disrepair or violation of the applicable health or safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee.

Subd. 2. The parties to the lessee or licensee may not modify the obligations of subdivision 1(a). The obligations of subdivision 1(b) may be modified by the parties to the lease or license, but only if the agreement to modify is set forth in a conspicuous writing and is supported by valid consideration.

Subd. 3. This provisions of this section shall be liberally construed, and the privilege of a prospective lessee or licensee to inspect the premises before concluding a lease or license shall not defeat his right to have the benefit of the covenants established herein.

Subd. 4. The covenants contained in this section shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

HF 1161, Delete All Amendment

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee 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 lessor or licensor of the duty to maintain common areas of the premises.

Subd. 3. This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established herein.

Subd. 4. The covenants contained herein shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section estates at will shall be deemed to be renewed at the commencement of each rental period.

Attachment 4

1 A bill for an act
2 relating to landlords and tenants;
3 creating certain covenants by landlords
4 in all leases with a term of less than
5 one year; amending Minnesota Statutes
6 1969, Chapter 504, by adding a section.

7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

8 Section 1. Minnesota Statutes 1969, Chapter 504, is
9 amended by adding a section to read:

10 [504.18] Subdivision 1. In every lease or license of
11 residential premises, whether in writing or parol, the
12 lessor or licensor covenants:

13 (a) That the premises and all common areas are fit for
14 the use intended by the parties.

15 (b) To keep the premises in reasonable repair during
16 the term of the lease or license, and to comply with the
17 applicable health and safety laws of the state and of the
18 local unit of government where the premises are located,
19 except when the disrepair or violation of the applicable
20 health or safety laws has been caused by the willful,
21 malicious, or irresponsible conduct of the lessee or
22 licensee.

23 Subd. 2. The parties to the lease or license may not
24 modify the obligations of subdivision 1(a). The obligations
25 of subdivision 1(b) may be modified by the parties to the
26 lease or license, but only if the agreement to modify is set
27 forth in a conspicuous writing and is supported by a valid
28 consideration.

29 Subd. 3. The provisions of this section shall be
30 liberally construed, and the privilege of a prospective

SOURCE: MINN HISTORY MUSEUM, GALE FAMILY LIBRARY
BOX 101. H. 19. 3B (original bill as sacketed)

1 lessee or licensee to inspect the premises before concluding
2 a lease or license shall not defeat his right to have the
3 benefit of the covenants established herein.

4 Subd. 4. The covenants contained in this section shall
5 be in addition to any covenants and conditions imposed by
6 law or ordinance or by the terms of the lease or license.