

SENATE
STATE OF MINNESOTA
NINETY-THIRD SESSION

S.F. No. 5163

(SENATE AUTHORS: PHA)

DATE
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Introduction and first reading
Referred to Judiciary and Public Safety

OFFICIAL STATUS

1.1 A bill for an act
1.2 relating to civil law; requiring landlords to provide just cause for terminating
1.3 tenancy; proposing coding for new law in Minnesota Statutes, chapter 504B.
1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.5 Section 1. **[504B.277] TERMINATING THE TENANCY; JUST CAUSE REQUIRED.**

1.6 Subdivision 1. **Just cause required.** A landlord must not issue a notice terminating a
1.7 tenancy or refuse to renew a lease unless the landlord establishes one or more of the grounds
1.8 for termination described in subdivisions 2 to 10. The landlord must provide the tenant with
1.9 sufficient written notice consistent with the lease requirements but not less than a full rental
1.10 period or in compliance with section 504B.135, describing the reason for terminating the
1.11 tenancy.

1.12 Subd. 2. **Nonpayment of rent.** The tenant fails to cure the deficiency after receiving a
1.13 nonpayment notice from the landlord, and the landlord does not pursue a valid nonpayment
1.14 eviction action under section 504B.291, subdivision 1, paragraph (a), but decides to terminate
1.15 the tenancy at the end of the lease.

1.16 Subd. 3. **Repeated late payment of rent.** The tenant repeatedly makes late payments
1.17 of rent, at least five times in a 12-month period. The landlord must provide the tenant with
1.18 notice following a late payment that a subsequent late payment may be grounds for
1.19 termination of the tenancy.

1.20 Subd. 4. **Material breach.** After receiving a written notice to cease from the landlord,
1.21 the tenant continues, or fails to cure the deficiency, to a material breach of the lease.

2.1 Subd. 5. **Refusal to renew.** The tenant refuses to renew or extend the lease after the
2.2 landlord requests in writing that the tenant renew or extend the lease.

2.3 Subd. 6. **Occupancy by landlord or family member.** The landlord, in good faith, seeks
2.4 to recover possession of the rental unit so that the landlord or a family member may occupy
2.5 the unit as that individual's principal residence.

2.6 Subd. 7. **Withdrawal from market; building demolition and dwelling unit**
2.7 **conversion.** (a) A landlord who wishes to withdraw the property from the residential rental
2.8 market must:

2.9 (1) file a notice of intent to withdraw with the commissioner of the Minnesota Housing
2.10 Finance Agency;

2.11 (2) must provide tenants with 180-day notice prior to the termination of the tenancy;
2.12 and

2.13 (3) provide one month's rent as a relocation fee to the tenant 30 days prior to withdrawal.

2.14 If the landlord offers the units for rent within five years, the commissioner, the attorney
2.15 general, or the tenant may sue for damages and attorney fees on behalf of removed residents.

2.16 (b) Provided that the landlord complies with chapter 515B where applicable and obtains
2.17 the necessary permits before terminating the tenancy, the landlord elects to demolish the
2.18 building, convert it to a cooperative, or convert it to nonresidential use; the landlord seeks,
2.19 in good faith, to recover the unit to sell it in accordance with a condominium conversion;
2.20 or the rental unit is being converted to a unit subsidized under a local, state, or federal
2.21 housing program and the tenant does not qualify to rent the unit under that program.

2.22 Subd. 8. **Rehabilitation and renovation.** The landlord seeks, in good faith, to recover
2.23 possession of the dwelling unit that will render the unit uninhabitable for the duration of
2.24 the rehabilitation or renovation.

2.25 Subd. 9. **Complying with government order to vacate.** The landlord is complying
2.26 with a government agency's order to vacate, order to abate, or any other order that necessitates
2.27 vacating the dwelling unit.

2.28 Subd. 10. **Occupancy conditioned on employment.** The tenant's occupancy is
2.29 conditioned upon employment on the property and the employment relationship is terminated.

2.30 Subd. 11. **Lease amendments.** Nothing in this section alters the landlord and tenant's
2.31 ability to amend the terms of a lease as otherwise allowed by law.