

CHAPTER 504

LANDLORDS AND TENANTS

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504.01 DISTRESS FOR RENT.

The remedy by distress for rent is abolished.

History: *RL s 3327 (8186)*

504.02 CANCELANON OF LEASES IN CERTAIN CASES; ABANDONMENT OR SURRENDER OF POSSESSION.

In case of a lease of real property, when the landlord has a subsisting right of reentry for the failure of the tenant to pay rent he may bring an action to recover possession of the property and such action is equivalent to a demand for the rent and a reentry upon the property; but if, at any time before possession has been delivered to the plaintiff on recovery in the action, the lessee or his successor in interest as to the whole or any part of the property pays to the plaintiff or brings into court the amount of the rent then in arrears, with interest and costs of the action, and an attorney's fee not exceeding \$5, and performs the other covenants on the part of the lessee, he may be restored to the possession and hold the property according to the terms of the original lease.

If the lease under which the right of reentry is claimed is a lease for a term of more than 20 years, reentry cannot be made into the land or such action commenced by the landlord unless, after default, he shall serve upon the tenant, also upon all creditors having a lien of record legal or equitable upon the leased premises or any part thereof, a written notice that the lease will be canceled and terminated unless the payment or payments in default shall be made and the covenants in default shall be performed within 30 days after the service of such notice, or within such greater period as the lessor shall specify in the notice, and if such default shall not be removed within the period specified within the notice, then the right of reentry shall be complete at the expiration of the period and may be exercised as provided by law. If any such lease shall provide that the landlord, after default, shall give more than 30 days' notice in writing to the tenant of his intention to terminate the tenancy by reason of default in terms thereof, then the length of the notice to terminate shall be the same as provided for and required by the lease.

As to such leases for a term of more than 20 years, if at any time before the expiration of six months after possession obtained by the plaintiff by abandonment or surrender of possession by the tenant or on recovery in the action, the lessee or his successor in interest as to the whole or part of the property, or any creditor having a lien legal or equitable upon the leased premises or any part thereof, pays to the plaintiff, or brings into court, the amount of rent then in arrears, with interest and the costs of the action, and performs the other covenants on the part of the lessee, he may be restored to the possession and hold the

property according to the terms of the original lease. The provisions of this section shall not apply to any action or proceeding now pending in any of the courts of this state.

Upon recovery of possession by the landlord in the action a certified copy of the judgment shall be recorded in the office of the county recorder of the county where the land is situated if unregistered land or in the office of the registrar of titles of such county if registered land and upon recovery of possession by the landlord by abandonment or surrender by the tenant an affidavit by the landlord or his attorney setting forth such fact shall be recorded in a like manner and such recorded certified copy of such judgment or such recorded affidavit shall be prima facie evidence of the facts stated therein in reference to the recovery of possession by such landlord.

History: *RL s 3328; 1917 c 428 s 1; 1923 c 76 s 1; 1937 c 38 s 1; 1976 c 181 s 2 (8187)*

504.03 TENANT MAY NOT DENY TITLE; EXCEPTION.

When any person enters into the possession of real property under a lawful lease he shall not while so in possession deny the title of his landlord in an action brought by such landlord, or any person claiming under him, to recover possession of the property; but such estoppel shall not apply to any lessee who, at and prior to the lease, is in possession of the premises under a claim of title adverse or hostile to that of the lessor.

History: *RL s 3329 (8188)*

504.04 PERSON IN POSSESSION LIABLE FOR RENT; EVIDENCE.

Every person in possession of land out of which any rent is due, whether it was originally demised in fee, or for any other estate of freehold or for any term of years, shall be liable for the amount or proportion of rent due from the land in his possession, although it be only a part of the land originally demised. Such rent may be recovered in a civil action, and the deed, demise, or other instrument showing the provisions of the lease may be used in evidence by either party to prove the amount due from the defendant. Nothing herein contained shall deprive landlords of any other legal remedy for the recovery of rent, whether secured to them by their leases or provided by law.

History: *RL s 3330 (8189)*

504.05 RENT LIABILITY; DESTROYED UNTENANTABLE TENEMENTS.

The lessee or occupant of any building which, without fault or neglect on his part, is destroyed or is so injured by the elements or any other cause as to be untenable or unfit for occupancy, is not liable thereafter to pay rent to the lessor or owner thereof, unless otherwise expressly provided by written agreement; and the lessee or occupant may thereupon quit and surrender possession of such premises.

History: *RL s 3331 (8190)*

504.06 ESTATE AT WILL, HOW DETERMINED; NOTICE.

Estates at will may be determined by either party by three months' notice in writing for that purpose given to the other party, and, when the rent reserved is payable at periods of less than three months, the time of such notice shall be sufficient if it be equal to the interval between the times of payment; and, in all cases of neglect or refusal to pay the rent due on a lease at will, 14 days' notice in writing to quit, given by the landlord to the tenant, is sufficient to determine the lease.

History: *RL s 3332 (8191)*

504.07 URBAN REAL ESTATE; HOLDING OVER.

When the lessee or tenant of urban real estate, or any interest therein, holds over and retains possession thereof after expiration of the term of the lease without express contract with the owner, no tenancy for any other period than the shortest interval between the times of payment of rent under the terms of the expired lease shall be implied.

History: *RL s 3333 (8193)*

504.08 NOTICE TO BE GIVEN OF VACATION OF BUILDING.

Every person who shall, between the 15th day of November and the 15th day of April following, remove from, abandon, or vacate any building, or part thereof, occupied by him, or in his possession, as tenant, except upon the termination of his tenancy, and which contains any plumbing, water, steam, or other pipe liable to injury from freezing, without first giving to the landlord, owner, or agent in charge of such building three days' notice of his intention so to remove shall be guilty of a misdemeanor.

History: *1915 c 213 s 1 (8194)*

504.09 NOTICE OF CANCELATION OF LEASES.

When a notice of the cancelation or termination of a lease of real property, or a copy of the notice, with proof of service thereof, and the affidavit of the lessor, his agent or attorney, showing that the lessee has not complied with the terms of the notice, shall be presented for recording at the office of the county recorder in which the lease has been duly recorded, it shall be the duty of the county recorder to record the notice, proof of service thereof and affidavit, and the record thereof shall be prima facie evidence of the facts therein stated.

History: *1921 c 394 s 1; 1976 c 181 s 2 (8192)*

504.10-504.17 [Obsolete]**504.18 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 his direction or control.

(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 his direction or control.

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.

History: 1971 c 219 s 1

504.19 [Repealed, 1973 c 561 s 2]

504.20 INTEREST ON SECURITY DEPOSITS; WITHHOLDING SECURITY DEPOSITS; DAMAGES.

Subdivision 1. Any deposit of money, the function of which is to secure the performance of a residential rental agreement or any part of such an agreement, other than a deposit which is exclusively an advance payment of rent, shall be governed by the provisions of this section.

Subd. 2. Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.17, subdivision 7, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple interest at the rate of five percent per annum noncompounded, computed from the first day of the next month following the full payment of the deposit to the last day of the month in which the landlord, in good faith, complies with the requirements of subdivision 3 or to the date upon which judgment is entered in any civil action involving the landlord's liability for the deposit, whichever date is earlier. Any interest amount less than \$1 shall be excluded from the provisions of this section.

Subd. 3. Every landlord shall, within three weeks after termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as above provided, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof. It shall be sufficient compliance with the time requirement of this subdivision if the deposit or written statement required by this subdivision is placed in the United States mail as first class mail, postage prepaid, in an envelope with a proper return address, correctly addressed according to the mailing address or delivery instructions furnished by the tenant, within the time required by this subdivision. The landlord may withhold from the deposit only amounts reasonably necessary:

(a) To remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or

(b) To restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

In any action concerning the deposit, the burden of proving, by a fair preponderance of the evidence, the reason for withholding all or any portion of the deposit shall be on the landlord.

Subd. 4. Any landlord who fails to provide a written statement within three weeks of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, shall be liable to the tenant for

damages in an amount equal to the portion of the deposit withheld by the landlord and interest thereon as provided in subdivision 2, as a penalty, in addition to the portion of the deposit wrongfully withheld by the landlord and interest thereon.

Subd. 5. Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or his agent shall, within a reasonable time, do one of the following acts, either of which shall relieve him of further liability with respect to such deposit:

(a) Transfer such deposit, or any remainder after any lawful deductions made under subdivision 3, with interest thereon as provided in subdivision 2, to the landlord's successor in interest and thereafter notify the tenant of such transfer and of the transferee's name and address; or

(b) Return such deposit, or any remainder after any lawful deductions made under subdivision 3, with interest thereon as provided in subdivision 2, to the tenant.

Subd. 6. Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord's successor in interest shall have all of the rights and obligations of the landlord with respect to such deposit, except, that if tenant does not object to the stated amount within 20 days after written notice to tenant of the amount of deposit being transferred or assumed, the obligation of the landlord's successor to return such deposit shall be limited to the amount contained in such notice. Such notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7. The bad faith retention by a landlord of the deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed \$200 in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3, his retention of the deposit shall be presumed to be in bad faith unless he returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 7a. No tenant may withhold payment of all or any portion of rent for the last payment period of a residential rental agreement, except an oral or written month to month residential rental agreement concerning which neither the tenant nor landlord has served a notice to quit, on the grounds that the deposit should serve as payment for the rent. Withholding all or any portion of rent for the last payment period of the residential rental agreement creates a rebuttable presumption that the tenant withheld the last payment on the grounds that the deposit should serve as payment for the rent. Any tenant who remains in violation of this subdivision after written demand and notice of this subdivision shall be liable to the landlord for damages in an amount equal to the portion of the deposit which the landlord is entitled to withhold under subdivision 3 other than to remedy the tenant's default in the payment of rent, plus interest on the deposit as provided in subdivision 2, as a penalty, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 7b. An action, including an action in conciliation court, for the recovery of a deposit on rental property may be brought in the county where the rental property is located, or at the option of the tenant, in the county of the landlord's residence.

Subd. 8. Any attempted waiver of this section by a landlord and tenant, by contract or otherwise, shall be void and unenforceable.

Subd. 9. The provisions of this section shall apply only to tenancies commencing or renewed on or after July 1, 1973. For the purposes of this section,

estates at will shall be deemed to be renewed at the commencement of each rental period.

History: 1973 c 561 s 1; 1974 c 406 s 78; 1975 c 410 s 9; 1977 c 129 s 7; 1977 c 280 s 1-5

504.21 RESTRICTION ON AUTOMATIC RENEWALS OF LEASES.

Notwithstanding the provisions of any lease of real property used for residential purposes, no person shall have the right to enforce any automatic renewal clause of a lease of an original term of two months or more which states, in effect, that the term thereof shall be deemed renewed for a specified additional period of time of two months or more unless the lessee or tenant gives notice to the lessor of his intention to quit the premises at the expiration of the term due to expire, unless the lessor or his agent, within 15 days prior to the time that the lessee or tenant is required to furnish notice of his intention to quit, but not more than 30 days prior thereto, shall give to the tenant written notice, served personally or by certified mail, directing the lessee's or tenant's attention to the automatic renewal provision of the lease.

History: 1973 c 603 s 1; 1978 c 598 s 1; 1978 c 674 s 60

504.22 DEFINITIONS, DISCLOSURE AND ACTIONS.

Subdivision 1. As used in this section,

- (a) "tenant" shall have the meaning assigned to it in section 566.18, and
- (b) "owner" shall mean one or more persons, jointly or severally, in whom is vested a legal or beneficial interest in the premises.

Subd. 2. There shall be disclosed to the tenant either in the rental agreement or otherwise in writing prior to commencement of the tenancy the name and address of:

- (1) the person authorized to manage the premises; and
- (2) an owner of the premises or an agent authorized by the owner to accept service of process and receive and give receipt for notices and demands.

Subd. 3. A printed or typewritten notice containing the information which must be disclosed under subdivision 2 shall be placed in a conspicuous place on the premises. This subdivision is complied with if notices posted in compliance with other statutes or ordinances contain the information required by subdivision 2.

Subd. 4. If subdivisions 2 and 3 have not been complied with and a person desiring to make service of process upon or give a notice or demand to the owner does not know the name and address of the owner or his agent, as that term is used in subdivision 2, then a caretaker or manager of the premises or an individual to whom rental payments for the premises are made shall be deemed to be an agent authorized to accept service of process and receive and give receipt for notices and demands on behalf of the owner. In case of service of process upon or receipt of notice or demand by a person who is deemed to be an agent pursuant to this subdivision, this person shall give the process, notice, or demand, or a copy thereof, to an owner personally or shall send it by certified mail, return receipt requested, to an owner at the owner's last known address.

Subd. 5. No action to recover rent or possession of the premises shall be maintained unless the information required by this section has been disclosed to the tenant in the manner provided herein, or unless the information required by this section is known by or has been disclosed to the tenant at least 30 days prior to the initiation of such action.

Subd. 6. Any tenant who moves from or subleases the premises without giving the owner at least 30 days written notice shall void any provision of sections 504.22 and 504.23, as to such tenant.

Subd. 7. This section extends to and is enforceable against any successor owner, caretaker, manager, or individual to whom rental payments for the premises are made.

History: 1974 c 370 s 1

504.23 CODE VIOLATIONS, DISCLOSURE.

All code violation records pertaining to a particular parcel of real property and the buildings, improvements and dwelling units located thereon kept by any state, county or city agency charged by the governing body of the appropriate political subdivision with the responsibility for enforcing a state, county or city health, housing, building, fire prevention or housing maintenance code shall be available to all persons having a reasonable need for the information contained in the records relating to the premises, at reasonable times and upon reasonable notice to the custodian of the records, for inspection, examination, abstracting or copying at the expense of the person obtaining the information. The persons to whom the records shall be available under this section include but are not limited to the following persons and their representatives:

(a) any person having any legal or beneficial interest in the premises, including a tenant;

(b) any person considering in good faith the lease or purchase of the premises; and

(c) a party to any action related to the premises, including actions maintained pursuant to sections 504.18 and 566.18 to 566.33.

History: 1974 c 370 s 2

504.24 PROPERTY ABANDONMENT.

Subdivision 1. If a tenant abandons rented premises the landlord may take possession of the tenant's personal property remaining on the premises, and shall store and care for the property. The landlord has a claim against the tenant for reasonable costs and expenses incurred in removing the tenant's property and in storing and caring for the property. The landlord may sell or otherwise dispose of the property 60 days after the landlord receives actual notice of the abandonment or 60 days after it reasonably appears to the landlord that the tenant has abandoned the premises whichever occurs last and may apply a reasonable amount of the proceeds of the sale to the removal, care, and storage costs and expenses or to any claims authorized pursuant to section 504.20, subdivision 3, clauses (a) and (b). Any remaining proceeds of the sale shall be paid to the tenant upon written demand. Prior to the sale the landlord shall make reasonable efforts to notify the tenant of the sale at least 14 days prior to the sale, by personal service in writing or sending written notification of the sale by certified mail, return receipt requested, to the tenant's last known address or usual place of abode, if known by the landlord, and by posting notice of the sale in a conspicuous place on the premises for at least two weeks.

Subd. 2. If a landlord, his agent or person acting under the landlord's direction or control, in possession of a tenant's personal property, fails to allow the tenant to retake possession of the property within 24 hours after written demand by the tenant or his duly authorized representative or within 48 hours, exclusive of weekends and holidays, after written demand by the tenant or his duly authorized representative when the landlord, his agent or person acting under the landlord's direction or control has removed and stored the personal property in accordance with subdivision 1 in a location other than the premises, the tenant shall recover from the landlord punitive damages not to exceed \$300 in addition to actual

damages and reasonable attorney's fees. In determining the amount of punitive damages the court shall consider (a) the nature and value of the property; (b) the effect the deprivation of the property has had on the tenant; (c) if the landlord, his agent or person acting under the landlord's direction or control unlawfully took possession of the tenant's property; and (d) if the landlord, his agent or person under the landlord's direction or control acted in bad faith in failing to allow the tenant to retake possession of the property. The provisions of this subdivision shall not apply to personal property which has been sold or otherwise disposed of by the landlord in accordance with subdivision 1, or to landlords who are housing authorities, created or authorized to be created by sections 462.415 to 462.705, and their agents and employees, in possession of a tenant's personal property, except that housing authorities must allow the tenant to retake possession of the property in accordance with this subdivision.

Subd. 3. If the landlord, his agent or person acting under the landlord's direction or control has unlawfully taken possession of a tenant's personal property the landlord shall be responsible for paying the cost and expenses relating to the removal, storage or care of the property.

History: 1975 c 410 s 1; 1982 c 424 s 110

504.25 UNLAWFUL OUSTER OR EXCLUSION; PENALTY.

A landlord, agent of the landlord or person acting under the landlord's direction or control who unlawfully and intentionally removes or excludes a tenant from lands or tenements or intentionally interrupts or causes the interruption of electrical, heat, gas or water services to the tenant with intent to unlawfully remove or exclude the tenant from lands or tenements is guilty of a misdemeanor. In any trial under this subdivision, it shall be presumed that the landlord, agent or other person acting under the landlord's direction or control interrupted or caused the interruption of the service with intent to unlawfully remove or exclude the tenant from lands or tenements, if it is established by evidence that the landlord, his agent or a person acting under the landlord's direction or control intentionally interrupted or caused the interruption of the service to the tenant. The burden is upon the landlord to rebut the presumption.

History: 1975 c 410 s 2

504.26 UNLAWFUL TERMINATION OF UTILITIES.

Except as otherwise provided in this subdivision, if a landlord, his agent or a person acting under the landlord's direction or control, interrupts or causes the interruption of electricity, heat, gas, or water services to the tenant, the tenant may recover from the landlord treble damages and reasonable attorney's fees. It is a defense to any action brought under this subdivision that the interruption was the result of the deliberate or negligent act or omission of a tenant or anyone acting under his direction or control. The tenant may recover only actual damages under this subdivision if:

(a) the tenant has not given the landlord, his agent or person acting under the landlord's direction or control, notice of the interruption; or

(b) the landlord, his agent or person acting under the landlord's direction or control, after receiving notice of the interruption from the tenant and within a reasonable period of time after the interruption, taking into account the nature of the service interrupted and the effect of the interrupted service on the health, welfare and safety of the tenants, has reinstated or made a good faith effort to reinstate the service or has taken other remedial action; or

(c) the interruption was for the purpose of repairing or correcting faulty or defective equipment or protecting the health and safety of the occupants of the premises involved and the service was reinstated or a good faith effort was made to reinstate the service or other remedial action was taken by the landlord, his

agent, or person acting under the landlord's direction or control within a reasonable period of time, taking into account the nature of the defect, the nature of the service interrupted and the effect of the interrupted service on the health, welfare and safety of the tenants.

History: 1975 c 410 s 3

504.265 RESTRICTIONS ON EVICTION DUE TO FAMILIAL STATUS.

Subdivision 1. As used in this section, (a) "tenant" shall have the meaning assigned to it in section 566.18, and (b) "familial status" shall have the meaning assigned to it in section 363.01, subdivision 31.

Subd. 2. No tenant of residential premises may be evicted, denied a continuing tenancy, or denied a renewal of a lease on the basis of familial status commenced during the tenancy unless one year has elapsed from the commencement of the familial status and the lessor has given the tenant six months prior notice in writing, except in case of nonpayment of rent, damage to the premises, disturbance of other tenants, or other breach of the lease.

History: 1980 c 531 s 9

504.27 REMEDIES ARE ADDITIONAL.

The remedies provided in sections 504.24 to 504.26 are in addition to and shall not limit other rights or remedies available to landlords and tenants. Any provision, whether oral or written, of any lease or other agreement, whereby any provision of sections 504.24 to 504.27 is waived by a tenant is contrary to public policy and void. The provisions of sections 504.24 to 504.27 shall apply only to tenants as that term is defined in section 566.18, subdivision 2, and buildings as that term is defined in section 566.18, subdivision 7.

History: 1975 c 410 s 4

504.28 TERMINATION OF LEASE UPON DEATH OF LESSEE.

Subdivision 1. **Termination of lease.** Any party to a lease of residential premises other than a lease at will may terminate the lease prior to its expiration date in the manner provided in subdivision 2 upon the death of the lessee or, if there is more than one lessee, upon the death of all lessees.

Subd. 2. **Notice.** Either the lessor or the personal representative of the lessee's estate may terminate the lease upon at least two months' written notice, to be effective on the last day of a calendar month, and hand delivered or mailed by postage prepaid, first class United States mail, to the address of the other party. The lessor may comply with the notice requirement of this subdivision by delivering or mailing the notice to the premises formerly occupied by the lessee. The termination of a lease under this section shall not relieve the lessee's estate from liability either for the payment of rent or other sums owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

Subd. 3. **Waiver prohibited.** Any attempted waiver by a lessor and lessee or lessee's personal representative, by contract or otherwise, of the right of termination provided by this section, and any lease provision or agreement requiring a longer notice period than that provided by this section, shall be void and unenforceable; provided, however, that the lessor and lessee or lessee's personal representative may agree to otherwise modify the specific provisions of this section.

Subd. 4. **Applicability.** The provisions of this section shall apply to leases entered into or renewed after May 12, 1981.

History: 1981 c 168 s 2