

CHAPTER 504B

LANDLORD AND TENANT

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504B.161 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.

[For text of subs 2 to 6, see M.S.2006]

History: 2007 c 136 art 3 s 5

504B.206 RIGHT OF VICTIMS OF DOMESTIC ABUSE TO TERMINATE LEASE.

Subdivision 1. **Right to terminate; procedure.** (a) A tenant to a residential lease who is a victim of domestic abuse and fears imminent domestic abuse against the tenant or the tenant's minor children if the tenant or the tenant's minor children remain in the leased premises may terminate a lease agreement without penalty or liability as provided in this section. The tenant must provide advance written notice to the landlord stating that:

- (1) the tenant fears imminent domestic abuse from a person named in an order for protection or no contact order;
- (2) the tenant needs to terminate the tenancy; and
- (3) the specific date the tenancy will terminate.

(b) The written notice must be delivered before the termination of the tenancy by mail, fax, or in person, and be accompanied by the order for protection or no contact order.

(c) For purposes of this section, an order for protection means an order issued under chapter 518B. A no contact order means a no contact order currently in effect, issued under section 518B.01, subdivision 22, or chapter 609.

Subd. 2. **Treatment of information.** A landlord must not disclose information provided to the landlord by a tenant documenting domestic abuse under subdivision 1. The information must not be entered into any shared database or provided to any person or entity but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims under section 504B.178, with the consent of the tenant, or as otherwise required by law.

Subd. 3. **Liability for rent; termination of tenancy.** (a) A tenant terminating a lease under subdivision 1 is responsible for the rent payment for the full month in which the tenancy terminates and an additional amount equal to one month's rent. The tenant is relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section.

(b) This section does not affect a tenant's liability for delinquent, unpaid rent or other amounts owed to the landlord before the lease was terminated by the tenant under this section.

(c) The tenancy terminates, including the right of possession of the premises, on the termination date stated in the notice under subdivision 1. The amount equal to one month's rent must be paid on or before the termination of the tenancy for the tenant to be relieved of the contractual obligations for the remaining term of the lease as provided in this section.

(d) For purposes of this section, the provisions of section 504B.178 are triggered as follows:

(1) if the only tenant is the tenant who is the victim of domestic abuse and the tenant's minor children, if any, upon the first day of the month following the later of:

(i) the date the tenant vacates the premises; or

(ii) the termination of the tenancy indicated in the written notice under subdivision 1; or

(2) if there are additional tenants bound by the lease, upon the expiration of the lease.

Subd. 4. **Multiple tenants.** Notwithstanding the release of a tenant from a lease agreement under this section, if there are any remaining tenants the tenancy continues for those remaining tenants.

Subd. 5. **Waiver prohibited.** A residential tenant may not waive, and a landlord may not require the residential tenant to waive, the tenant's rights under this section.

Subd. 6. **Definition.** For purposes of this section, "domestic abuse" has the meaning given in section 518B.01, subdivision 2.

History: 2007 c 54 art 4 s 3

504B.321 COMPLAINT AND SUMMONS.

Subdivision 1. **Procedure.** (a) To bring an eviction action, the person complaining shall file a complaint with the court, stating the full name and date of birth of the person against whom the complaint is made, unless it is not known, describing the premises of which possession is claimed, stating the facts which authorize the recovery of possession, and asking for recovery thereof.

(b) The lack of the full name and date of birth of the person against whom the complaint is made does not deprive the court of jurisdiction or make the complaint invalid.

(c) The court shall issue a summons, commanding the person against whom the complaint is made to appear before the court on a day and at a place stated in the summons.

(d) The appearance shall be not less than seven nor more than 14 days from the day of issuing the summons, except as provided by subdivision 2.

(e) A copy of the complaint shall be attached to the summons, which shall state that the copy is attached and that the original has been filed.

[For text of subd 2, see M.S.2006]

History: 2007 c 13 art 3 s 30

504B.361 FORMS OF SUMMONS AND WRIT.

Subdivision 1. **Summons and writ.** The state court administrator shall develop a uniform form for the summons and writ of recovery of premises and order to vacate.

[For text of subd 2, see M.S.2006]

History: 2007 c 54 art 5 s 12