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State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-THIRD SESSION

H. F. No. 4783

03/11/2024 Authored by Agbaje The bill was read for the first time and referred to the Committee on Housing Finance and Policy

1.1 A bill for an act
1.2 relating to human rights; establishing the Minnesota Fair Chance Access to Housing
1.3 Act; imposing penalties; proposing coding for new law in Minnesota Statutes,
1.4 chapter 363A.

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

1.6 Section 1. 363A.091 MINNESOTA FAIR CHANCE ACCESS TO HOUSING ACT.

1.7 Subdivision 1. Citation. This section shall be known and may be cited as the "Minnesota
1.8 Fair Chance Access to Housing Act."

1.9 Subd. 2. Preapplication. A landlord shall not print, circulate, post, mail, or otherwise
1.10 cause to be published a statement, advertisement, notice, or sign that indicates that a rental
1.11 application will be denied based solely or in part on an individual's criminal record. Before
1.12 accepting an application fee for a rental unit, a landlord shall disclose in writing to the
1.13 applicant whether the landlord's rental application screening process includes an evaluation
1.14 or a consideration of the applicant's criminal record.

1.15 Subd. 3. Application stage. After the receipt of an application for a rental unit from an
1.16 applicant and the payment of an application fee, if any, by that applicant, a landlord may
1.17 screen the applicant to determine whether the applicant satisfies all the application criteria.
1.18 Application criteria include but are not limited to income eligibility, rental history check,
1.19 credit score check, pet restrictions qualification, or other application criteria. Application
1.20 criteria do not include at this stage the evaluation or consideration of the applicant's criminal
1.21 record.

2.1 Subd. 4. Conditional offer. (a) A landlord must issue a conditional offer if, after  
2.2 screening the application, the landlord determines that the applicant satisfies all the  
2.3 application criteria.

2.4 (b) After the issuance of a conditional offer to an applicant, a landlord may only consider  
2.5 a criminal record in the applicant's history that includes any of the following:

2.6 (1) a conviction for arson or human trafficking under sections 609.281; 609.282; 609.283;  
2.7 609.284; 609.321; 609.322; and 609.561;

2.8 (2) whether the applicant is an individual who has been convicted of criminal sexual  
2.9 conduct under sections 609.342; 609.343; 609.344; 609.345; 609.3451, subdivision 3,  
2.10 paragraph (b); and 609.3453;

2.11 (3) is required to register as a predatory offender under section 243.166, subdivision 1b,  
2.12 paragraph (a), clause (1), item (iii); and

2.13 (4) any other felony conviction not listed under clauses (1) and (2) that have been  
2.14 adjudicated within 365 days immediately preceding the date the conditional offer was issued.

2.15 (c) A landlord may withdraw a conditional offer based solely on an applicant's criminal  
2.16 record if the landlord determines that the withdrawal is necessary to fulfill a substantial,  
2.17 legitimate, and nondiscriminatory interest. In making the determination, a landlord is required  
2.18 to conduct an individualized assessment of the applicant. A landlord shall:

2.19 (1) notify the applicant in writing that an individualized assessment will be conducted;

2.20 (2) provide reasonable time for the applicant to provide mitigating evidence to support  
2.21 the individualized assessment. Mitigating evidence may include:

2.22 (i) a written statement from a parole officer or a member of law enforcement explaining  
2.23 whether the applicant is rehabilitated;

2.24 (ii) documentary evidence that shows proof of employment or job readiness training;

2.25 (iii) documentation of participation in or completion of a substance use disorder treatment;

2.26 and

2.27 (iv) character references from past housing providers, employers, or other members of  
2.28 the community;

2.29 (3) consider the following factors:

2.30 (i) the nature and severity of the criminal offense;

2.31 (ii) the age of the applicant at the time of the occurrence of the criminal offense;

- 3.1 (iii) the time that has elapsed since the occurrence of the criminal offense;
- 3.2 (iv) any information provided by the applicant or on the applicant's behalf about the
- 3.3 applicant's rehabilitation and good conduct since the occurrence of the criminal offense;
- 3.4 (v) whether the criminal offense occurred on or was connected to a rental property that
- 3.5 was rented or leased by the applicant; and
- 3.6 (vi) whether the criminal offense has a direct and specific negative impact on the safety
- 3.7 of other individuals or property.

3.8 Subd. 5. **Denials.** (a) If a landlord withdraws a conditional offer, the landlord must,

3.9 within 24 hours after withdrawing the conditional offer, do all of the following:

3.10 (1) send a written document by mail or email to the applicant that does the following:

3.11 (i) informs the applicant of the withdrawal of the conditional offer, including the specific

3.12 reasons for the withdrawal;

3.13 (ii) informs the applicant that the applicant has the right to file a complaint with the

3.14 commissioner of human rights; and

3.15 (iii) informs the applicant that within 14 days of receiving the written document notifying

3.16 the applicant of the withdrawal of the conditional offer, the applicant has the right to request,

3.17 in writing, a copy of all the documents that the landlord relied on in making the determination

3.18 to withdraw the conditional offer; and

3.19 (2) return any application fee or holding deposit collected from the applicant.

3.20 (b) If an applicant requests a copy of the documents that the landlord relied on in making

3.21 the determination to withdraw the conditional offer, the landlord shall provide the documents

3.22 requested, free of charge, within ten days after receiving the request.

3.23 Subd. 6. **Liability.** A landlord that complies with this act is immune from liability in a

3.24 civil action arising out of:

3.25 (1) the landlord's decision to rent or lease to an individual with a criminal record or who

3.26 was otherwise convicted of a criminal offense; and

3.27 (2) the landlord's failure to conduct a criminal background check.

3.28 Subd. 7. **Exceptions.** Landlords that have less than ..... units and are owner occupied

3.29 are exempt from this law.

3.30 Subd. 8. **Enforcement.** The commissioner of human rights shall investigate violations

3.31 of this law. If violations have occurred, the commissioner may impose violations of:

4.1 (1) \$500 per violation for building with less than ..... number of units;

4.2 (2) \$1,000 per violation for building with more than ..... but less than ..... number of  
4.3 units; and

4.4 (3) \$2,000 per violation for building with more than ..... but less than ..... number of  
4.5 units.

4.6 Subd. 9. **Definitions.** (a) For purposes of this section, the following terms have the  
4.7 meanings given.

4.8 (b) "Applicant" means an individual that submits a rental application to rent or lease a  
4.9 rental unit.

4.10 (c) "Arrest record" means information that indicates that an individual has been  
4.11 questioned, apprehended, taken into custody or detention, held for investigation, arrested,  
4.12 charged, indicted, or tried for any felony, misdemeanor, or other offense by a law enforcement  
4.13 agency.

4.14 (d) "Background check report" means a report by a law enforcement agency, court,  
4.15 consumer reporting agency, or tenant screening agency regarding an applicant's criminal  
4.16 history.

4.17 (e) "Conditional offer" means a written offer to rent or lease a rental unit made by the  
4.18 landlord to an applicant that is contingent on a subsequent inquiry into the applicant's  
4.19 criminal record.

4.20 (f) "Criminal record" means information transmitted orally, in writing, or by any other  
4.21 means, and obtained from any source, including but not limited to the individual to whom  
4.22 the information pertains, a government agency, or a background check report, regarding  
4.23 any of the following:

4.24 (1) a conviction;

4.25 (2) an arrest record;

4.26 (3) a sealed, dismissed, or vacated conviction;

4.27 (4) an expunged, voided, or invalidated conviction;

4.28 (5) a conviction rendered inoperative by judicial action or by statute;

4.29 (6) a determination or adjudication in the juvenile justice system;

4.30 (7) a matter considered in or processed through the juvenile justice system;

4.31 (8) participation in or completion of a diversion program; and

5.1 (9) a deferral of a diversion program.

5.2 (g) "Deposit" means a payment requested by a landlord during the application for a  
5.3 rental unit to reserve a rental unit for an applicant.

5.4 (h) "Landlord" means either:

5.5 (1) the owner, lessor, or sublessor of a rental unit or the property of which it is a part;

5.6 or

5.7 (2) a person authorized to exercise any aspect of the management of the premises,  
5.8 including a person that directly or indirectly acts as a rental agent, or receives rent, other  
5.9 than as a bona fide purchaser, and has no obligation to deliver the rent payments to another  
5.10 person.

5.11 (i) "Law enforcement agency" means the police department of a city, township, or village,  
5.12 the sheriff's department of a county, the department, the department of state police, or any  
5.13 other governmental law enforcement agency of this state.

5.14 (j) "Rental unit" means a structure or part of a structure used as a home, residence, or  
5.15 sleeping unit by a single person or household unit, or any grounds, or other facilities or area  
5.16 promised for the use of a residential tenant. Rental units include but is not limited to  
5.17 apartment units, boarding houses, rooming houses, mobile home spaces, and single- and  
5.18 two-family dwellings.