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State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-FIRST SESSION

H. F. No. 495

01/28/2019 Authored by Noor, Hassan, Zerwas, Gomez, Dehn and others
The bill was read for the first time and referred to the Housing Finance and Policy Division

1.1 A bill for an act
1.2 relating to housing; amending requirements for residential leases; amending
1.3 Minnesota Statutes 2018, sections 504B.111; 504B.206, subdivision 3; proposing
1.4 coding for new law in Minnesota Statutes, chapter 504B.

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

1.6 Section 1. Minnesota Statutes 2018, section 504B.111, is amended to read:

1.7 504B.111 WRITTEN LEASE REQUIRED; PENALTY.

1.8 A landlord of a residential building with 12 or more residential units must have a written
1.9 lease for each unit rented to a residential tenant. The written lease must identify the specific
1.10 unit the residential tenant will occupy before the residential tenant signs the lease.

1.11 Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask
1.12 for the tenant's full name and date of birth on the lease and application. A landlord who fails
1.13 to provide a lease, as required under this section, is guilty of a petty misdemeanor.

1.14 EFFECTIVE DATE. This section is effective the day following final enactment.

1.15 Sec. 2. [504B.146] LEASE DURATION NOTICE.

1.16 A written lease for a residential unit must identify the lease start date and lease end date.
1.17 If the lease requires the tenant to move in or out of the residential unit on a date other than
1.18 the first or last day of the month, the lease must indicate the amount of the prorated rent, if
1.19 applicable. The information required by this section must be provided on the first page of
1.20 the lease.

1.21 EFFECTIVE DATE. This section is effective the day following final enactment.

2.1 Sec. 3. **[504B.147] TIME PERIOD FOR NOTICE TO QUIT OR RENT INCREASE.**

2.2 Subdivision 1. **Application.** This section applies to a residential lease that provides a
 2.3 time period for the landlord to give a notice to quit the premises or a notice of a rent increase
 2.4 that is different than the time period the tenant is required to give for a notice of intention
 2.5 to quit the premises. For purposes of this section, "notice to quit" includes a notice of a
 2.6 nonrenewal of a lease.

2.7 Subd. 2. **Tenant option to choose notice period.** The tenant may give a notice of an
 2.8 intention to quit the premises using either:

2.9 (1) the time period provided in the lease for the tenant to give a notice of intention to
 2.10 quit the premises; or

2.11 (2) the time period provided in the lease for the landlord to give a notice to quit the
 2.12 premises or a notice of a rent increase.

2.13 Subd. 3. **Landlord notice requirements.** The landlord may not give a notice to quit the
 2.14 premises or notice of a rent increase that is shorter than the time period the lease provides
 2.15 for the tenant to give notice of an intention to quit the premises.

2.16 Subd. 4. **No waiver.** The requirements of this section may not be waived or modified
 2.17 by the parties to a residential lease. Any provision, whether oral or written, of a lease or
 2.18 other agreement by which any provision of this section is waived by a tenant is contrary to
 2.19 public policy and void.

2.20 **EFFECTIVE DATE.** This section is effective the day following final enactment.

2.21 Sec. 4. Minnesota Statutes 2018, section 504B.206, subdivision 3, is amended to read:

2.22 Subd. 3. **Liability for rent; termination of tenancy.** (a) A tenant who is a sole tenant
 2.23 and is terminating a lease under subdivision 1 is responsible for the rent payment for the
 2.24 full month in which the tenancy terminates. The tenant forfeits all claims for the return of
 2.25 the security deposit under section 504B.178 and is relieved of any other contractual obligation
 2.26 for payment of rent or any other charges for the remaining term of the lease, except as
 2.27 provided in this section. In a sole tenancy, the tenancy terminates on the date specified in
 2.28 the notice provided to the landlord as required under subdivision 1.

2.29 (b) In a tenancy with multiple tenants, one of whom is terminating the lease under
 2.30 subdivision 1, any lease governing all tenants is terminated at the ~~latter~~ later of the end of
 2.31 the month or the end of the rent interval in which one tenant terminates the lease under
 2.32 subdivision 1. All tenants are responsible for the rent payment for the full month in which

3.1 the tenancy terminates. Upon termination, all tenants forfeit all claims for the return of the
3.2 security deposit under section 504B.178 and are relieved of any other contractual obligation
3.3 for payment of rent or any other charges for the remaining term of the lease, except as
3.4 provided in this section. Any tenant whose tenancy was terminated under this paragraph
3.5 may reapply to enter into a new lease with the landlord.

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