

Minnesota

Landlord - Tenant Laws Complete Guide



Minnesota Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Minnesota's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Minnesota.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute. Common practice is 1-1.5x monthly rent

Legal Statute:

No content available

Security Deposit Interest:

What This Means: 1% annually computed from the first day of the month following the deposit payment until it's returned.

Legal Statute:

Subdivision 1.Applicability.

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.Interest. Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.55, subdivision 26, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple noncompounded interest at the rate of one percent per annum , 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.Return of security deposit. (a) Every landlord shall: (1) within three weeks after termination of the tenancy; or (2) within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof.

(b) 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: (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. (c) 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.Damages.Any landlord who fails to: (1) provide a written statement within three weeks of termination of the tenancy; (2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant; (3) transfer or return a deposit as required by subdivision 5; or (4) provide the tenant with notice for an initial inspection and move-out inspection as required by section 504B.182, and complete an initial inspection and move-out inspection when requested by the tenant, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. (3) transfer or return a deposit as required by subdivision 5,after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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.Return of deposit.

Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within 60 days of termination of the interest or when the successor in interest is required to return or otherwise account for the deposit to the tenant, whichever occurs first, do one of the following acts, either of which shall relieve the landlord or agent of further liability with respect to such deposit: (1) transfer the 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 the transfer and of the transferee's name and address; or (2) return the 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.Successor in interest.

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 the 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 the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7.Bad faith retention.

The bad faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed \$500 for each deposit in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in bad faith unless the landlord returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 8.Withholding rent.

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, or for the last month of a contract for deed cancellation period under section 559.21 or a mortgage foreclosure redemption period under chapter 580, 581, or 582, 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 the following: (1) a penalty 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; and (2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 9.Action to recover deposit.

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. 10.Waiver.

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

Subd. 11.Tenancies after July 1, 1973.

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.

Minn. Stat. § 504B.178

1999 c 199 art 1 s 16; 2000 c 282 s 1; 2003 c 52 s 2; 2004 c 203 art 2 s 61; 2008 c 177 s 2; 2009 c 123s 4; 2010 c 315

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 3 weeks after termination of tenancy or within 5 days of when the tenant leaves arising from legal condemnation.

Legal Statute:

Subdivision 1.Applicability.

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. Interest. Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.55, subdivision 26, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple noncompounded interest at the rate of one percent per annum, 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. Return of security deposit. (a) Every landlord shall: (1) within three weeks after termination of the tenancy; or (2) within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof.

(b) 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: (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. (c) 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. Damages. Any landlord who fails to: (1) provide a written statement within three weeks of termination of the tenancy; (2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant; (3) transfer or return a deposit as required by subdivision 5; or (4) provide the tenant with notice for an initial inspection and move-out inspection as required by section 504B.182, and complete an initial inspection and move-out inspection when requested by the tenant, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. (3) transfer or return a deposit as required by subdivision 5, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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.Return of deposit.

Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within 60 days of termination of the interest or when the successor in interest is required to return or otherwise account for the deposit to the tenant, whichever occurs first, do one of the following acts, either of which shall relieve the landlord or agent of further liability with respect to such deposit: (1) transfer the 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 the transfer and of the transferee's name and address; or (2) return the 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.Successor in interest.

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 the 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 the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7.Bad faith retention.

The bad faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed \$500 for each deposit in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in bad faith unless the landlord returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 8.Withholding rent.

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, or for the last month of a contract for deed cancellation period under section 559.21 or a mortgage foreclosure redemption period under chapter 580, 581, or 582, 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 the following: (1) a penalty 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; and (2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 9. Action to recover deposit.

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. 10. Waiver.

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

Subd. 11. Tenancies after July 1, 1973.

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.

Minn. Stat. § 504B.178

1999 c 199 art 1 s 16; 2000 c 282 s 1; 2003 c 52 s 2; 2004 c 203 art 2 s 61; 2008 c 177 s 2; 2009 c 123

Permitted Uses of the Security Deposit:

What This Means: Default rent and restore premises beyond normal wear and tear.

Legal Statute:

Subdivision 1. Applicability.

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. Interest. Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.55, subdivision 26, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple noncompounded interest at the rate of one percent per annum, 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. Return of security deposit. (a) Every landlord shall: (1) within three weeks after termination of the tenancy; or (2) within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof.

(b) 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: (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. (c) 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. Damages. Any landlord who fails to: (1) provide a written statement within three weeks of termination of the tenancy; (2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant; (3) transfer or return a deposit as required by subdivision 5; or (4) provide the tenant with notice for an initial inspection and move-out inspection as required by section 504B.182, and complete an initial inspection and move-out inspection when requested by the tenant, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. (3) transfer or return a deposit as required by subdivision 5, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. Return of deposit.

Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within 60 days of

termination of the interest or when the successor in interest is required to return or otherwise account for the deposit to the tenant, whichever occurs first, do one of the following acts, either of which shall relieve the landlord or agent of further liability with respect to such deposit: (1) transfer the 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 the transfer and of the transferee's name and address; or (2) return the 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.Successor in interest.

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 the 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 the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7.Bad faith retention.

The bad faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed \$500 for each deposit in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in bad faith unless the landlord returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 8.Withholding rent.

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, or for the last month of a contract for deed cancellation period under section 559.21 or a mortgage foreclosure redemption period under chapter 580, 581, or 582, 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 the following: (1) a penalty 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; and (2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 9. Action to recover deposit.

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. 10. Waiver.

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

Subd. 11. Tenancies after July 1, 1973.

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.

Minn. Stat. § 504B.178

1999 c 199 art 1 s 16; 2000 c 282 s 1; 2003 c 52 s 2; 2004 c 203 art 2 s 61; 2008 c 177 s 2; 2009 c 123 s 4; 2010 c 315 s 6

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

Subdivision 1. Applicability.

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. Interest. Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.55, subdivision 26, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple noncompounded interest at the rate of one percent per annum, 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. Return of security deposit. (a) Every landlord shall: (1) within three weeks after termination of the tenancy; or (2) within five days of the date when the tenant leaves the

building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof.

(b) 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: (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. (c) 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.Damages.Any landlord who fails to: (1) provide a written statement within three weeks of termination of the tenancy; (2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant; (3) transfer or return a deposit as required by subdivision 5; or (4) provide the tenant with notice for an initial inspection and move-out inspection as required by section 504B.182, and complete an initial inspection and move-out inspection when requested by the tenant, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. (3) transfer or return a deposit as required by subdivision 5,after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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.Return of deposit.

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return the 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.Successor in interest.

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 the 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 the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7.Bad faith retention.

The bad faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed \$500 for each deposit in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in bad faith unless the landlord returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 8.Withholding rent.

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, or for the last month of a contract for deed cancellation period under section 559.21 or a mortgage foreclosure redemption period under chapter 580, 581, or 582, 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 the following: (1) a penalty 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; and (2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

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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.

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

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Minn. Stat. § 504B.178

1999 c 199 art 1 s 16; 2000 c 282 s 1; 2003 c 52 s 2; 2004 c 203 art 2 s 61; 2008 c 177 s 2; 2009 c 123s 4; 2010 c 315 s 6

Amended by 2024 Minn

Require Written Description/Itemized List of Damages and Charges:

What This Means: No statute

Legal Statute:

No content available

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Security Deposit: Failure to Comply

What This Means: Landlord may be liable for a fine of up to \$500.

Legal Statute:

Subdivision 1.Applicability.

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.Interest. Any deposit of money shall not be considered received in a fiduciary capacity within the meaning of section 82.55, subdivision 26, but shall be held by the landlord for the tenant who is party to the agreement and shall bear simple noncompounded interest at the rate of one percent per annum , 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.Return of security deposit. (a) Every landlord shall: (1) within three weeks after termination of the tenancy; or (2) within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant,

and after receipt of the tenant's mailing address or delivery instructions, return the deposit to the tenant, with interest thereon as provided in subdivision 2, or furnish to the tenant a written statement showing the specific reason for the withholding of the deposit or any portion thereof.

(b) 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: (1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or (2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. (c) 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.Damages.Any landlord who fails to: (1) provide a written statement within three weeks of termination of the tenancy; (2) provide a written statement within five days of the date when the tenant leaves the building or dwelling due to the legal condemnation of the building or dwelling in which the tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant; (3) transfer or return a deposit as required by subdivision 5; or (4) provide the tenant with notice for an initial inspection and move-out inspection as required by section 504B.182, and complete an initial inspection and move-out inspection when requested by the

tenant, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. (3) transfer or return a deposit as required by subdivision 5, after receipt of the tenant's mailing address or delivery instructions, as required in subdivision 3, is 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. Return of deposit.

Upon termination of the landlord's interest in the premises, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or the landlord's agent shall, within 60 days of termination of the interest or when the successor in interest is required to return or otherwise account for the deposit to the tenant, whichever occurs first, do one of the following acts, either of which shall relieve the landlord or agent of further liability with respect to such deposit: (1) transfer the 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 the transfer and of the transferee's name and address; or (2) return the 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. Successor in interest.

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 the 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 the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

Subd. 7. Bad faith retention.

The bad faith retention by a landlord of a deposit, the interest thereon, or any portion thereof, in violation of this section shall subject the landlord to punitive damages not to exceed \$500 for each deposit in addition to the damages provided in subdivision 4. If the landlord has failed to comply with the provisions of subdivision 3 or 5, retention of a deposit shall be presumed to be in bad faith unless the landlord returns the deposit within two weeks after the commencement of any action for the recovery of the deposit.

Subd. 8. Withholding rent.

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, or for the last month of a contract for deed cancellation period under section 559.21 or a mortgage foreclosure redemption period under chapter 580, 581, or 582, 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 the following: (1) a penalty 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; and (2) interest on the whole deposit as provided in subdivision 2, in addition to the amount of rent withheld by the tenant in violation of this subdivision.

Subd. 9. Action to recover deposit.

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. 10. Waiver.

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

Subd. 11. Tenancies after July 1, 1973.

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.

Minn. Stat. § 504B.178

1999 c 199 art 1 s 16; 2000 c 282 s 1; 2003 c 52 s 2; 2004 c 203 art 2 s 61; 2008 c 177 s 2; 2009 c 123s 4; 2010 c 315 s

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No specific statute. Common practice is at the beginning of each month or term if week-to-week for example unless otherwise stated in the lease agreement.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: It must be the same amount of time a tenant has to give notice to quit or one full rental period in the case of a periodic tenancy.

Legal Statute:

Section 504B.147 - TIME PERIOD FOR NOTICE TO QUIT OR RENT INCREASE

Subdivision 1.Application.

This section applies to a residential lease that provides a time period for the landlord to give notice to quit the premises or notice of a rent increase that is different than the time period the tenant is required to give for notice of intention to quit the premises. For purposes of this section, \"notice to quit\" includes a notice of nonrenewal of a lease.

Subd. 2.Tenant option to choose notice period.

The tenant may give notice of an intention to quit the premises using either:

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

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

Subd. 3.Landlord notice requirements.

The landlord may not give a notice to quit the premises or notice of a rent increase that is shorter than the time period the lease provides for the tenant to give notice of an intention to quit the premises.

Subd. 4.No waiver.

The requirements of this section may not be waived or modified by the parties to a residential lease. Any provision, whether oral or written, of a lease or other agreement by which any provision of this section is waived by a tenant is contrary to public policy and void.

Minn. Stat. § 504B.147

Added by 2019 Minn. Laws, ch. 1,s 6-58, eff. 5/31/2019.

Late Fees:

What This Means: 8% of rent maximum. Amount must be stated in the lease.

Legal Statute:

(a) A landlord of a residential building may not charge a late fee if the rent is paid after the due date, unless the tenant and landlord have agreed in writing that a late fee may be imposed. The agreement must specify when the late fee will be imposed. In no case may the late fee exceed eight percent of the overdue rent payment. Any late fee charged or collected is not considered to be either interest or liquidated damages. For purposes of this paragraph, the "due date" does not include a date, earlier than the date contained in the written or oral lease by which, if the rent is paid, the tenant earns a discount.

(b) Notwithstanding paragraph (a), if a federal statute, regulation, or handbook permitting late fees for a tenancy subsidized under a federal program conflicts with paragraph (a), then the landlord may publish and implement a late payment fee schedule that complies with the federal statute, regulation, or handbook.

(c) A late fee charged by a landlord who has entered into a housing assistance payments contract with the federal, state, or local government must be calculated and assessed only on the portion of rent payable by the tenant. For the purposes of this paragraph, "housing assistance payments contract" means programs described in United States Code, title 42, sections 1437f and 1485, as well as other programs under which the landlord contracts to receive rent from the tenant and also to receive payment from the government.

Minn. Stat. § 504B.177

2010 c 315 s 5; 2012 c 132 s 1

Amended by 2024 Minn. Laws, ch. 118,s 13, eff. 1/1/2025.This section is set out more than once due to postponed, multiple, or conflicting amendments.

Application Fees:

What This Means: The landlord can only request a fee if a unit is already available or available within a reasonable timeframe. The fee must be returned if the applicant gets rejected. Receipt must be provided.

Legal Statute:

Subdivision 1.Limitations.

A landlord may not:

- (1) charge an applicant a screening fee when the landlord knows or should have known that no rental unit is available at that time or will be available within a reasonable future time;
- (2) collect or hold an applicant screening fee without giving the applicant a written receipt for the fee, which may be incorporated into the application form, upon request of the applicant; or
- (3) use, cash, or deposit an applicant screening fee until all prior applicants have either been screened and rejected, or offered the unit and declined to enter into a rental agreement.

Subd. 2.Return of applicant screening fee.

- (a) The landlord must return the applicant screening fee if: (1) the applicant is rejected for any reason not listed in the disclosure required under subdivision 3; or (2) a prior applicant is offered the unit and agrees to enter into a rental agreement.
- (b) If the landlord does not perform a personal reference check or does not obtain a consumer credit report or tenant screening report, the landlord must return any amount of the applicant screening fee that is not used for those purposes.
- (c) The applicant screening fee may be returned by mail, may be destroyed upon the applicant's request if paid by check, or may be made available for the applicant to retrieve.

Subd. 3.Disclosures to applicant.

If a landlord accepts an applicant screening fee from a prospective tenant, the landlord must: (1) disclose in writing prior to accepting the applicant screening fee: (i) the name, address, and

telephone number of the tenant screening service the landlord will use, unless the landlord does not use a tenant screening service; and (ii) the criteria on which the decision to rent to the prospective tenant will be based; and (2) notify the applicant within 14 days of rejecting a rental application, identifying the criteria the applicant failed to meet.

Subd. 3a. Denial based on pending cases. No landlord may deny a rental application based on any of the following: (1) a pending eviction action; (2) any court file that is not public, has been expunged, or has been destroyed; or (3) any eviction action that has not resulted in a writ of recovery of premises and order to vacate, as that term is defined in section 504B.001, subdivision 15.

Subd. 4. Remedies. (a) In addition to any other remedies, a landlord who violates this section is liable to the applicant for the applicant screening fee plus a civil penalty of up to \$100, civil court filing costs, and reasonable attorney fees incurred to enforce this remedy. (b) A prospective tenant who provides materially false information on the application or omits material information requested is liable to the landlord for damages, plus a civil penalty of up to \$500, civil court filing costs, and reasonable attorney fees.

Minn. Stat. § 504B.173

1999 c 150 s 1; 1999 c 199 art 1s 174; 2010 c 315 s 4

Amended by 2024 Minn. Laws, ch. 118, s 12, eff. 1/1/2025.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Prepaid Rent:

What This Means: No specific prepaid rent statute beyond the security deposit provisions.

Legal Statute:

No content available

Returned Check Fees:

What This Means: \$30 fee

Legal Statute:

Subdivision 1. Definitions.

(a) The definitions provided in this subdivision apply to this section.

(b) "Check" means a check, draft, order of withdrawal, or similar negotiable or nonnegotiable instrument.

(c) "Credit" means an arrangement or understanding with the drawee for the payment of the check.

(d) "Dishonor" has the meaning given in section 336.3-502, but does not include dishonor due to a stop payment order requested by an issuer who has a good faith defense to payment on the check. "Dishonor" does include a stop payment order requested by an issuer if the account did not have sufficient funds for payment of the check at the time of presentment, except for stop payment orders on a check found to be stolen.

(e) "Payee" or "holder" includes an agent of the payee or holder.

Subd. 2. Acts constituting.

Whoever issues any check that is dishonored is liable for the following penalties:

(a) A service charge, not to exceed \$30, may be imposed immediately on any dishonored check by the payee or holder of the check, regardless of mailing a notice of dishonor, if notice of the service charge was conspicuously displayed on the premises when the check was issued. If a law enforcement agency obtains payment of a dishonored check on behalf of the payee or holder, up to the entire amount of the service charge may be retained by the law enforcement agency for its expenses. Only one service charge may be imposed under this paragraph for each dishonored check. The displayed notice must also include a provision notifying the issuer of the check that civil penalties may be imposed for nonpayment.

(b) If the amount of the dishonored check is not paid within 30 days after the payee or holder has mailed notice of dishonor pursuant to section 609.535 and a description of the penalties contained in this subdivision, whoever issued the dishonored check is liable to the payee or holder of the check for:

(1) the amount of the check, the service charge as provided in paragraph (a), plus a civil penalty of up to \$100 or the value of the check, whichever is greater. In determining the amount of the penalty, the court shall consider the amount of the check and the reason for nonpayment. The civil penalty may not be imposed until 30 days following the mailing of the notice of dishonor. A payee or holder of the check may make a written demand for payment of the civil liability by sending a copy of this section and a description of the liability contained in this section to the issuer's last known address. Notice as provided in paragraph (a) must also include notification that additional civil penalties will be imposed for dishonored checks for nonpayment after 30 days;

(2) interest at the rate payable on judgments pursuant to section 549.09 on the face amount of the check from the date of dishonor; and

(3) reasonable attorney fees if the aggregate amount of dishonored checks issued by the issuer to all payees within a six-month period is over \$1,250.

(c) This subdivision prevails over any provision of law limiting, prohibiting, or otherwise regulating service charges authorized by this subdivision, but does not nullify charges for dishonored checks, which do not exceed the charges in paragraph (a) or terms or conditions for imposing the charges which have been agreed to by the parties in an express contract.

(d) A sight draft may not be used as a means of collecting the civil penalties provided in this section without prior consent of the issuer.

(e) The issuer of a dishonored check is not liable for the penalties described in paragraph (b) if a pretrial diversion program under section 628.69 has been established in the jurisdiction where the dishonored check was issued, the issuer was accepted into the program, and the issuer successfully completes the program.

Subd. 3. Notice of dishonor required.

Notice of nonpayment or dishonor that includes a citation to this section and section 609.535, and a description of the penalties contained in these sections, shall be sent by the payee or holder of the check to the drawer by certified mail, return receipt requested, or by regular mail, supported by an affidavit of service by mailing, to the address printed or written on the check.

The issuance of a check with an address printed or written on it is a representation by the drawer that the address is the correct address for receipt of mail concerning the check. Failure of the drawer to receive a regular or certified mail notice sent to that address is not a defense to liability under this section, if the drawer has had actual notice for 30 days that the check has been dishonored.

An affidavit of service by mailing shall be retained by the payee or holder of the check.

Subd. 4. Proof of identity.

The check is prima facie evidence of the identity of the issuer if the person receiving the check:

(a) records the following information about the issuer on the check, unless it is printed on the face of the check:

(1) name;

(2) home or work address;

(3) home or work telephone number; and

(4) identification number issued pursuant to section 171.07;

(b) compares the issuer's physical appearance, signature, and the personal information recorded on the check with the issuer's identification card issued pursuant to section 171.07; and

(c) initials the check to indicate compliance with these requirements.

Subd. 5. Defenses.

Any defense otherwise available to the issuer also applies to liability under this section.

Minn. Stat. § 604.113

1983 c 225 s 6; 1984 c 576 s 26; 1985 c 140 s 1, 2; 1991 c 256 s 8, 9; 1992 c 565 s 113; 1996 c 414 art 1 s 41; 1997 c 157 s 65, 66; 1999 c 218 s 1; 2001 c 204 s 1; 2004 c 174 s 3

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Tenant can deposit rent into an escrow account with the court after giving notice to landlord and timeframe to remedy has expired.

Legal Statute:

Subdivision 1. Escrow of rent.

(a) If a violation exists in a residential building, a residential tenant may deposit the amount of rent due to the landlord with the court administrator using the procedures described in paragraphs (b) to (d).

(b) For a violation as defined in section 504B.001, subdivision 14, clause (1), the residential tenant may deposit with the court administrator the rent due to the landlord along with a copy of the written notice of the code violation as provided in section 504B.185, subdivision 2. The residential tenant may not deposit the rent or file the written notice of the code violation until the time granted to make repairs has expired without satisfactory repairs being made, unless the residential tenant alleges that the time granted is excessive.

(c) For a violation as defined in section 504B.001, subdivision 14, clause (2) or (3), the residential tenant must give written notice to the landlord specifying the violation. The notice must be delivered personally or sent to the person or place where rent is normally paid. If the violation is not corrected within 14 days, the residential tenant may deposit the amount of rent due to the landlord with the court administrator along with an affidavit specifying the violation. The court must provide a simplified form affidavit for use under this paragraph.

(d) The residential tenant need not deposit rent if none is due to the landlord at the time the residential tenant files the notice required by paragraph (b) or (c). All rent which becomes due to the landlord after that time but before the hearing under subdivision 6 must be deposited with the court administrator. As long as proceedings are pending under this section, the residential tenant must pay rent to the landlord or as directed by the court and may not withhold rent to remedy a violation.

Subd. 2. Counterclaim for possession.

(a) The landlord may file a counterclaim for possession of the property in cases where the landlord alleges that the residential tenant did not deposit the full amount of rent with the court administrator.

(b) The court must set the date for a hearing on the counterclaim not less than seven nor more than 14 days from the day of filing the counterclaim. If the rent escrow hearing and the hearing on the counterclaim for possession cannot be heard on the same day, the matters must be consolidated and heard on the date scheduled for the hearing on the counterclaim.

(c) The contents of the counterclaim for possession must meet the requirements for a complaint under section 504B.321.

(d) The landlord must serve the counterclaim as provided in section 504B.332, except that the affidavit of service or mailing may be brought to the hearing rather than filed with the court before the hearing.

(e) The court must provide a simplified form for use under this section.

Subd. 3. Defenses.

The defenses provided in section 504B.415 are defenses to an action brought under this section.

Subd. 4. Filing fee.

The court administrator may charge a filing fee in the amount set for complaints and counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

Subd. 5. Notice of hearing. (a) A hearing must be held within ten to 14 days from the day a residential tenant: (1) deposits rent with the court administrator; or (2) files the notice required under subdivision 1, paragraph (b) or (c), if the tenant is not required to deposit rent with the court administrator under subdivision 1, paragraph (d). Nothing in this subdivision relieves the tenant of the obligation to deposit rent that becomes due to the landlord after the filing but before the hearing with the court administrator. (b) If the cost of remedying the violation, as estimated by the residential tenant, is within the jurisdictional limit for conciliation court, the court administrator shall notify the landlord and the residential tenant of the time and place of the hearing by first class mail. (c) The residential tenant must provide the court administrator with

the landlord's name and address. If the landlord has disclosed a post office box as the landlord's address under section 504B.181, notice of the hearing may be mailed to the post office box. (d) If the cost of remedying the violation, as estimated by the tenant, is above the jurisdictional limit for conciliation court, the tenant must serve the notice of hearing according to the Minnesota Rules of Civil Procedure. (e) The notice of hearing must specify the amount the residential tenant has deposited with the court administrator and must inform the landlord that possession of the premises will not be in issue at the hearing unless the landlord files a counterclaim for possession or an eviction action.

Subd. 6. Hearing. The hearing shall be conducted by a court without a jury. A certified copy of an inspection report meets the requirements of rule 803(8) of the Minnesota Rules of Evidence as an exception to the rule against hearsay, and meets the requirements of rules 901 and 902 of the Minnesota Rules of Evidence as to authentication.

Subd. 7. Release of rent prior to hearing.

If the residential tenant gives written notice to the court administrator that the violation has been remedied, the court administrator must release the rent to the landlord and, unless the hearing has been consolidated with another action, must cancel the hearing. If the residential tenant and the landlord enter into a written agreement signed by both parties apportioning the rent between them, the court administrator must release the rent in accordance with the written agreement and cancel the hearing.

Subd. 8. Consolidation with an eviction action.

Actions under this section and eviction actions which involve the same parties must be consolidated and heard on the date scheduled for the eviction action.

Subd. 9. Judgment.

(a) Upon finding that a violation exists, the court may, in its discretion, do any or all of the following: (1) order relief as provided in section 504B.425, including retroactive rent abatement; (2) order that all or a portion of the rent in escrow be released for the purpose of remedying the violation; (3) order that rent be deposited with the court as it becomes due to the landlord or abate future rent until the landlord remedies the violation; or (4) impose fines as required in section 504B.391.

(b) When a proceeding under this section has been consolidated with a counterclaim for possession or an eviction action, and the landlord prevails, the residential tenant may redeem the tenancy as provided in section 504B.291.

(c) When a proceeding under this section has been consolidated with a counterclaim for possession or an eviction action on the grounds of nonpayment, the court may not require the residential tenant to pay the landlord's filing fee as a condition of retaining possession of the property when the residential tenant has deposited with the court the full amount of money found by the court to be owed to the landlord.

Subd. 10. Release of rent after hearing.

If the court finds, after a hearing on the matter has been held, that no violation exists in the building or that the residential tenant did not deposit the full amount of rent due with the court administrator, it shall order the immediate release of the rent to the landlord. If the court finds that a violation existed, but was remedied between the commencement of the action and the hearing, it may order rent abatement and must release the rent to the parties accordingly. Any rent found to be owed to the residential tenant must be released to the tenant.

Subd. 11. Retaliation; waiver not allowed.

Section 504B.441 applies to proceedings under this section. The residential tenant rights under this section may not be waived or modified and are in addition to and do not limit other rights or remedies which may be available to the residential tenant and landlord, except as provided in subdivision 1.

Minn. Stat. § 504B.385

1999 c 199 art 1 s 57; 2013 c 100 s 5

Amended by 2024 Minn. Laws, ch. 118,s 29, eff. 1/1/2025.

Amended by 2013 Minn. Laws, ch. 100,s 5, eff. 5/25/2013.

This section is set

Tenant Allowed to Repair and Deduct Rent:

What This Means: No specific statute. However, landlord has a duty to ensure premises are in habitable conditions and common areas maintained. Tenant can give notice to remedy or deposit rent into court per Minn. Stat. § 504B.385.

Legal Statute:

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; (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; and (5) to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from October 1 through April 30, unless a utility company requires and instructs the heat to be reduced. (b) The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. Tenant maintenance.

The landlord or licensor may agree with the tenant or licensee that the tenant 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 landlord or licensor of the duty to maintain common areas of the premises.

Subd. 3. Liberal construction.

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 in this section.

Subd. 4. Covenants are in addition.

The covenants contained in this section are in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Injury to third parties.

Nothing in this section shall be construed to alter the liability of the landlord or licensor of residential premises for injury to third parties.

Subd. 6. Application.

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.

Minn. Stat. § 504B.161

1999 c 199 art 1 s 13; 2000 c 260 s 70; 2007 c 136 art 3 s 5

Amended by 2023 Minn. Laws, ch. 52, s 19-91, eff. 1/1/2024.

This section is set out more than once due to postponed, multiple, or conflicting amendments.

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

Subdivision 1. Unlawful exclusion or removal. (a) This section applies to actual or constructive removal or exclusion of a residential tenant which may include the termination of utilities or the removal of doors, windows, or locks. A residential tenant to whom this section applies may recover possession of the premises as described in paragraphs (b) to (e). (b) The residential tenant shall present a verified petition to the district court of the judicial district of the county in which the premises are located that: (1) describes the premises and the landlord; (2) specifically states the facts and grounds that demonstrate that the exclusion or removal was unlawful, including a statement that no writ of recovery of the premises and order to vacate has been issued under section 504B.345 in favor of the landlord and against the residential tenant and executed in accordance with section 504B.365; and (3) asks for possession. (c) If it clearly appears from the specific grounds and facts stated in the verified petition or by separate affidavit of the residential tenant or the residential tenant's attorney or agent that the exclusion or removal was unlawful, the court shall immediately order that the residential tenant have possession of the premises. (d) The residential tenant shall furnish security, if any, that the court finds is appropriate under the circumstances for payment of all costs and damages the landlord may sustain if the order is subsequently found to have been obtained wrongfully. In determining the appropriateness of security, the court shall consider the residential tenant's ability to afford monetary security. (e) The court shall direct the order to the sheriff of the county in which the premises are located and the sheriff shall execute the order immediately by making a demand for possession on the landlord, if found, or the landlord's agent or other person in charge of the premises. If the landlord fails to comply with the demand, the officer shall take whatever assistance may be necessary and immediately place the residential tenant in possession of the premises. If the landlord, the landlord's agent, or other person in control of the premises cannot be found and if there is no person in charge, the officer shall immediately enter into and place the residential tenant in possession of the premises. The officer shall also serve the order and verified petition or affidavit immediately upon the landlord or agent, in the same manner as a summons is required to be served in a civil action in district court. (f) The court administrator may charge a filing fee in the amount set for complaints and counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

Subd. 2. Motion for dissolution or modification of order.

The landlord may, by written motion and notice served by mail or personally on the residential tenant or the residential tenant's attorney at least two days before the hearing date on the motion, obtain dissolution or modification of the order for possession issued under subdivision 1, paragraph (c), unless the residential tenant proves the facts and grounds on which the order is issued. A landlord bringing a motion under this subdivision may recover possession of the premises only by an eviction action or otherwise provided by law. Upon the dissolution of the order, the court shall assess costs against the residential tenant, subject to the provisions of

section 563.01, and may allow damages and reasonable attorney fees for the wrongful granting of the order for possession. If the order is affirmed, the court shall tax costs against the landlord and may allow the residential tenant reasonable attorney's fees.

Subd. 3. Finality of order.

An order issued under subdivision 1, paragraph (c), or affirmed, modified, or dissolved under subdivision 2, is a final order for purposes of appeal. Either party may appeal the order within ten days after entry. If the party appealing remains in possession of the premises, bond must be given to: (1) pay all costs of the appeal; (2) obey the court's order; and (3) pay all rent and other damages that justly accrue to the party excluded from possession during the pendency of the appeal.

Subd. 4. Waiver not allowed.

A provision of an oral or written lease or other agreement in which a residential tenant waives this section is contrary to public policy and void.

Subd. 5. Purpose.

The purpose of this section is to provide an additional and summary remedy for residential tenants unlawfully excluded or removed from rental property and, except where expressly provided in this section, sections 504B.285 to 504B.371 do not apply to proceedings under this section.

Subd. 6. Application.

In addition to residential tenants and landlords, this section applies to: (1) occupants and owners of residential real property that is the subject of a mortgage foreclosure or contract for deed cancellation for which the period for redemption or reinstatement of the contract has expired; and (2) mortgagees and contract for deed vendors.

Minn. Stat. § 504B.375

1999 c 199 art 1 s 55; 2005 c 10 art 2 s 4

Amended by 2023 Minn. Laws, ch. 52,s 19-92, eff. 1/1/2024.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes. Must be stated in the lease

Legal Statute:

If a residential lease specifies an action, circumstances, or an extent to which a landlord, directly, or through additional rent, may recover attorney fees in an action between the landlord and tenant, the tenant is entitled to attorney fees if the tenant prevails in the same type of action, under the same circumstances, or is entitled to costs under section 549.02, and to the same extent as specified in the lease for the landlord.

Minn. Stat. § 504B.172

2010 c 315 s 3

Amended by 2023 Minn. Laws, ch. 52,s 19-100, eff. 1/1/2024.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute, however, common law practices might suggest that landlords are required to make reasonable efforts.

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No statute for fixed leases. The lease simply expires.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: The notice must be as long as the intervals between when rent is due or three months, whichever is less.

Legal Statute:

A tenancy at will may be terminated by either party by giving notice in writing. The time of the notice must be at least as long as the interval between the time rent is due or three months, whichever is less.

Minn. Stat. § 504B.135

1999 c 199 art 1 s 8

Amended by 2023 Minn. Laws, ch. 52,s 19-97, eff. 1/1/2024.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: The notice must be as long as the intervals between when rent is due or three months, whichever is less.

Legal Statute:

A tenancy at will may be terminated by either party by giving notice in writing. The time of the notice must be at least as long as the interval between the time rent is due or three months, whichever is less.

Minn. Stat. § 504B.135

1999 c 199 art 1 s 8

Amended by 2023 Minn. Laws, ch. 52,s 19-97, eff. 1/1/2024.

Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: Within 14 days of move-in. 5 days before move-out

Legal Statute:

Subdivision 1.Initial inspection.

(a) At the commencement of a residential tenancy, or within 14 days of a residential tenant occupying a unit, the landlord must notify the tenant of their option to request an initial inspection of the residential unit for the purposes of identifying existing deficiencies in the rental unit to avoid deductions for the security deposit of the tenant at a future date. If the tenant requests an inspection, the landlord and tenant shall schedule the inspection at a mutually acceptable date and time.

(b) In lieu of an initial inspection or move-out inspection under subdivision 2, when a tenant agrees, a landlord may provide written acknowledgment to the tenant of photos or videos of a rental unit and agree to the condition of the rental unit at the start or end of the tenancy.

Subd. 2.Move-out inspection.

Within a reasonable time after notification of either a landlord or residential tenant's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify the tenant in writing of the tenant's option to request a move-out inspection and of the tenant's right to be present at the inspection. At a reasonable time, but no earlier than five days before the termination or the end of the lease date, or day the tenant plans to vacate the unit, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make a move-out inspection of the premises. The purpose of the move-out inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit. If a tenant chooses not to request a move-out inspection, the duties of the

landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time.

Subd. 3. Other requirements under law.

Nothing in this section changes the requirements or obligations under any other section of law, including but not limited to sections 504B.178, 504B.185, 504B.195, or 504B.271, 504B.375, and 504B.381.

Subd. 4. Waiver.

Except as allowed under subdivisions 1 and 2, when a tenant chooses not to request an initial or move-out inspection, or alternate inspection under subdivision 1, paragraph (b), any provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

Minn. Stat. § 504B.182

Added by 2023 Minn. Laws, ch. 52, s 19-86, eff. 1/1/2024.

Minn. Stat. § 504B.182

Notice of Termination for Nonpayment:

What This Means: 14-day notice to quit

Legal Statute:

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 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.

(d) If applicable, the person filing a complaint must attach a copy of the written notice described in subdivision 1a. The court shall dismiss an action without prejudice for failure to provide a notice as described in subdivision 1a and grant an expungement of the eviction case court file.

Subd. 1a. Written notice for nonpayment of rent.

(a) Before bringing an eviction action alleging nonpayment of rent or other unpaid financial obligation in violation of the lease, a landlord must provide written notice to the residential tenant specifying the basis for future eviction action. The notice must include:

(1) the total amount due;

(2) a specific accounting of the amount of the total due from unpaid rent, late fees, and other charges under the lease;

(3) the name and address of the person authorized to receive rent and fees on behalf of the landlord;

(4) the following statement: \"You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office.\";

(5) the following statement: \"To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709.\"; and

(6) the following statement: \"Your landlord can file an eviction case if you do not pay the total amount due or move out within 14 days from the date of this notice. Some local governments may have an eviction notice period longer than 14 days.\"

(b) The landlord or an agent of the landlord must deliver the notice personally or by first class mail to the residential tenant at the address of the leased premises.

(c) If the residential tenant fails to correct the rent delinquency within 14 days of the delivery or mailing of the notice, or the number of days required by a local government rule or law if the notice period prior to an eviction required by the local government is longer than 14 days, or fails to vacate, then the landlord may bring an eviction action under subdivision 1 based on nonpayment of rent.

Subd. 1b. Notice constitutes verification of emergency.

(a) Receipt of the notice under subdivision 1a shall be deemed by a county or other agency requiring verification of emergency to qualify a tenant for assistance to be sufficient demonstration of an emergency situation under section 256D.06, subdivision 2, and Minnesota Rules, chapter 9500. For purposes of chapter 142G and Minnesota Rules, chapter 9500, a county agency verifies an emergency situation by receiving and reviewing a notice under this section.

(b) When it receives a copy of the notice required by this section, the county must not:

- (1) require a tenant to provide additional verification of the emergency; or
- (2) require additional verification that the landlord will accept the funds demanded in the notice required by this section to resolve the emergency.

Subd. 2.Expedited procedure.

- (a) In an eviction action brought under section 504B.171 or on the basis that the residential tenant engages in behavior that seriously endangers the safety of other residents, or intentionally and seriously damages the property of the landlord or a tenant, the person filing the complaint shall file an affidavit stating specific facts and instances in support of why an expedited hearing is required.
- (b) The complaint and affidavit shall be reviewed by a referee or judge and scheduled for an expedited hearing only if sufficient supporting facts are stated and they meet the requirements of this paragraph.
- (c) The appearance in an expedited hearing shall be not less than five days nor more than seven days from the date the summons is issued. The summons, in an expedited hearing, shall be served upon the residential tenant within 24 hours of issuance unless the court orders otherwise for good cause shown.
- (d) If the court determines that the person seeking an expedited hearing did so without sufficient basis under the requirements of this subdivision, the court shall impose a civil penalty of up to \$500 for abuse of the expedited hearing process.
- (e) The court may only consider allegations under paragraph (a) during an expedited hearing. The court may not consolidate claims heard under the expedited procedure with any additional claims, including but not limited to breach of lease, holding over under section 504B.285, or nonpayment of rent under section 504B.291.

Subd. 3.Contents of complaint.

The person bringing a complaint under this section must:

- (1) attach the current written lease, if any, or most recent written lease in existence, and any relevant lease addenda;
- (2) if alleging nonpayment of rent, attach a detailed, itemized accounting or statement listing the amounts;
- (3) if alleging a breach of lease, identify the clause of the lease which is the basis of the allegation, the nature of the conduct constituting the alleged breach of lease, the dates on which the alleged conduct took place, and the clause granting the right to evict based on the alleged conduct;

(4) if alleging a violation of section 504B.171, specify the nature of the conduct constituting the alleged violation and the dates on which the alleged conduct took place;

(5) if alleging a violation of section 504B.285, subdivision 1, attach a copy of any notice to vacate or notice to quit; and

(6) state in the complaint whether the tenancy is affected by a federal or state housing subsidy program through project-based federal assistance payments; the Section 8 program, as defined in section 469.002, subdivision 24; the low-income housing tax credit program; or any other similar program, and include the name of the agency that administers the housing subsidy program.

Subd. 4.Summons.

The court shall issue a summons, commanding the person against whom the complaint is made to appear before the court on the day and at the place stated in the summons. A copy of the complaint must be attached to the summons. The summons must include, at a minimum:

(1) the full name of the person against whom the complaint is brought;

(2) the date, time, and location of the hearing;

(3) information about the methods for participating in the court appearance, including, if applicable, information for appearing by telephone or computer and contact information for the court regarding remote participation;

(4) the following statement: \"You have the right to seek legal help or request a reasonable accommodation from the court for your hearing. Contact the court as soon as possible if you need an accommodation. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office.\";

(5) the following statement: \"To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov, or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709.\"; and

(6) notification that a copy of the complaint is attached and has been filed with the court.

Subd. 5.Defective filing or service.

The court must dismiss and expunge the record of any action if the person bringing the action fails to comply with this section.

Subd. 6.Nonpublic record.

An eviction action is not accessible to the public until the court enters a final judgment, except that parties to the case and licensed attorneys assisting a party in the case, regardless of whether or not they are the attorney of record, shall have access to the eviction action file.

Minn. Stat. § 504B.321

Notice for Lease Violation:

What This Means: No statute

Legal Statute:

No content available

Required Notice before Entry:

What This Means: 24-hour notice

Legal Statute:

Subdivision 1.Definitions.

For purposes of this section, \"landlord\" has the meaning defined in section 504B.001, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2.Entry by landlord.

Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3.Reasonable purpose.

For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to: (1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent; (2) showing the unit to a prospective buyer or to an insurance representative;

(3) performing maintenance work; (4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes; (5) the residential tenant is causing a disturbance within the unit; (6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit; (7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older; (8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or (9) the residential tenant has vacated the unit.

Subd. 4.Exception to notice requirement.Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that: (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) immediate entry is necessary to determine a residential tenant's safety; or (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5.Entry without residential tenant's presence.

If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6.Penalty.

If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Subd. 7.Exemption.

This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.015.

Minn. Stat. § 504B.211

1999 c 199 art 1 s 23

Amended by 2023 Minn. Laws, ch. 52,s 19-88, eff. 1/1/2024.

Amended by 2023 Minn. Laws, ch. 52,s 19-87, eff. 1/1/2024.

Amended by 2020 Minn. Laws, ch. 83,s 1-84, eff. 8/1/2020.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

Subdivision 1.Definitions.

For purposes of this section, \"landlord\" has the meaning defined in section 504B.001, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2.Entry by landlord.

Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3.Reasonable purpose.

For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to: (1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent; (2) showing the unit to a prospective buyer or to an insurance representative; (3) performing maintenance work; (4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes; (5) the residential tenant is causing a disturbance within the unit; (6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit; (7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older; (8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or (9) the residential tenant has vacated the unit.

Subd. 4.Exception to notice requirement.Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior

notice to the residential tenant if the landlord reasonably suspects that: (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) immediate entry is necessary to determine a residential tenant's safety; or (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5.Entry without residential tenant's presence.

If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6.Penalty.

If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Subd. 7.Exemption.

This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.015.

Minn. Stat. § 504B.211

1999 c 199 art 1 s 23

Amended by 2023 Minn. Laws, ch. 52,s 19-88, eff. 1/1/2024.

Amended by 2023 Minn. Laws, ch. 52,s 19-87, eff. 1/1/2024.

Amended by 2020 Minn. Laws, ch. 83,s 1-84, eff. 8/1/2020.

Emergency Entry Allowed without Notice:

What This Means: Yes

Legal Statute:

Subdivision 1.Definitions.

For purposes of this section, "landlord" has the meaning defined in section 504B.001, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2.Entry by landlord.

Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3.Reasonable purpose.

For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to: (1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent; (2) showing the unit to a prospective buyer or to an insurance representative; (3) performing maintenance work; (4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes; (5) the residential tenant is causing a disturbance within the unit; (6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit; (7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older; (8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or (9) the residential tenant has vacated the unit.

Subd. 4.Exception to notice requirement.Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that: (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) immediate entry is necessary to determine a residential tenant's safety; or (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5.Entry without residential tenant's presence.

If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6.Penalty.

If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Subd. 7.Exemption.

This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.015.

Minn. Stat. § 504B.211

1999 c 199 art 1 s 23

Amended by 2023 Minn. Laws, ch. 52,s 19-88, eff. 1/1/2024.

Amended by 2023 Minn. Laws, ch. 52,s 19-87, eff. 1/1/2024.

Amended by 2020 Minn. Laws, ch. 83,s 1-84, eff. 8/1/2020.

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Yes

Legal Statute:

Subdivision 1.Definitions.

For purposes of this section, \"landlord\" has the meaning defined in section 504B.001, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2.Entry by landlord.

Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3.Reasonable purpose.

For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to: (1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent; (2) showing the unit to a prospective buyer or to an insurance representative; (3) performing maintenance work; (4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes; (5) the residential tenant is causing a disturbance within the unit; (6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit; (7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older; (8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or (9) the residential tenant has vacated the unit.

Subd. 4.Exception to notice requirement.Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that: (1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement; (2) immediate entry is necessary to determine a residential tenant's safety; or (3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5.Entry without residential tenant's presence.

If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6. Penalty.

If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Subd. 7. Exemption.

This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.015.

Minn. Stat. § 504B.211

1999 c 199 art 1 s 23

Amended by 2023 Minn. Laws, ch. 52, s 19-88, eff. 1/1/2024.

Amended by 2023 Minn. Laws, ch. 52, s 19-87, eff. 1/1/2024.

Amended by 2020 Minn. Laws, ch. 83, s 1-84, eff. 8/1/2020.

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed

Legal Statute:

Subdivision 1. Unlawful exclusion or removal. (a) This section applies to actual or constructive removal or exclusion of a residential tenant which may include the termination of utilities or the removal of doors, windows, or locks. A residential tenant to whom this section applies may recover possession of the premises as described in paragraphs (b) to (e). (b) The residential tenant shall present a verified petition to the district court of the judicial district of the county in which the premises are located that: (1) describes the premises and the landlord; (2) specifically states the facts and grounds that demonstrate that the exclusion or removal was unlawful, including a statement that no writ of recovery of the premises and order to vacate has been issued under section 504B.345 in favor of the landlord and against the residential tenant and executed in accordance with section 504B.365; and (3) asks for possession. (c) If it clearly appears from the specific grounds and facts stated in the verified petition or by separate affidavit of the residential tenant or the residential tenant's attorney or agent that the exclusion or removal was unlawful, the court shall immediately order that the residential tenant have possession of the premises. (d) The residential tenant shall furnish security, if any, that the court finds is appropriate under the circumstances for payment of all costs and damages the landlord may sustain if the order is subsequently found to have been obtained wrongfully. In determining the appropriateness of security, the court shall consider the residential tenant's ability to afford monetary security. (e) The court shall direct the order to the sheriff of the county in which the premises are located and the sheriff shall execute the order immediately by making a demand for possession on the landlord, if found, or the landlord's agent or other person in charge of the premises. If the landlord fails to comply with the demand, the officer shall take whatever assistance may be necessary and immediately place the residential tenant in possession of the premises. If the landlord, the landlord's agent, or other person in control of the premises cannot be found and if there is no person in charge, the officer shall immediately enter into and place the residential tenant in possession of the premises. The officer shall also serve the order and verified petition or affidavit immediately upon the landlord or agent, in the same manner as a summons is required to be served in a civil action in district court. (f) The court administrator may charge a filing fee in the amount set for complaints and counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

Subd. 2. Motion for dissolution or modification of order.

The landlord may, by written motion and notice served by mail or personally on the residential tenant or the residential tenant's attorney at least two days before the hearing date on the motion, obtain dissolution or modification of the order for possession issued under subdivision 1, paragraph (c), unless the residential tenant proves the facts and grounds on which the order is issued. A landlord bringing a motion under this subdivision may recover possession of the premises only by an eviction action or otherwise provided by law. Upon the dissolution of the order, the court shall assess costs against the residential tenant, subject to the provisions of section 563.01, and may allow damages and reasonable attorney fees for the wrongful granting of the order for possession. If the order is affirmed, the court shall tax costs against the landlord and may allow the residential tenant reasonable attorney's fees.

Subd. 3. Finality of order.

An order issued under subdivision 1, paragraph (c), or affirmed, modified, or dissolved under subdivision 2, is a final order for purposes of appeal. Either party may appeal the order within ten days after entry. If the party appealing remains in possession of the premises, bond must be given to: (1) pay all costs of the appeal; (2) obey the court's order; and (3) pay all rent and other damages that justly accrue to the party excluded from possession during the pendency of the appeal.

Subd. 4. Waiver not allowed.

A provision of an oral or written lease or other agreement in which a residential tenant waives this section is contrary to public policy and void.

Subd. 5. Purpose.

The purpose of this section is to provide an additional and summary remedy for residential tenants unlawfully excluded or removed from rental property and, except where expressly provided in this section, sections 504B.285 to 504B.371 do not apply to proceedings under this section.

Subd. 6. Application.

In addition to residential tenants and landlords, this section applies to: (1) occupants and owners of residential real property that is the subject of a mortgage foreclosure or contract for deed cancellation for which the period for redemption or reinstatement of the contract has expired; and (2) mortgagees and contract for deed vendors.

Minn. Stat. § 504B.375

1999 c 199 art 1 s 55; 2005 c 10 art 2 s 4

Amended by 2023 Minn. Laws, ch. 52,s 19-92, eff. 1/1/2024.

Utility Shut-offs Allowed:

What This Means: Not allowed

Legal Statute:

Subdivision 1.Unlawful exclusion or removal. (a) This section applies to actual or constructive removal or exclusion of a residential tenant which may include the termination of utilities or the removal of doors, windows, or locks. A residential tenant to whom this section applies may recover possession of the premises as described in paragraphs (b) to (e). (b) The residential tenant shall present a verified petition to the district court of the judicial district of the county in which the premises are located that: (1) describes the premises and the landlord; (2)

specifically states the facts and grounds that demonstrate that the exclusion or removal was unlawful, including a statement that no writ of recovery of the premises and order to vacate has been issued under section 504B.345 in favor of the landlord and against the residential tenant and executed in accordance with section 504B.365; and(3) asks for possession. (c) If it clearly appears from the specific grounds and facts stated in the verified petition or by separate affidavit of the residential tenant or the residential tenant's attorney or agent that the exclusion or removal was unlawful, the court shall immediately order that the residential tenant have possession of the premises. (d) The residential tenant shall furnish security, if any, that the court finds is appropriate under the circumstances for payment of all costs and damages the landlord may sustain if the order is subsequently found to have been obtained wrongfully. In determining the appropriateness of security, the court shall consider the residential tenant's ability to afford monetary security. (e) The court shall direct the order to the sheriff of the county in which the premises are located and the sheriff shall execute the order immediately by making a demand for possession on the landlord, if found, or the landlord's agent or other person in charge of the premises. If the landlord fails to comply with the demand, the officer shall take whatever assistance may be necessary and immediately place the residential tenant in possession of the premises. If the landlord, the landlord's agent, or other person in control of the premises cannot be found and if there is no person in charge, the officer shall immediately enter into and place the residential tenant in possession of the premises. The officer shall also serve the order and verified petition or affidavit immediately upon the landlord or agent, in the same manner as a summons is required to be served in a civil action in district court. (f) The court administrator may charge a filing fee in the amount set for complaints and counterclaims in conciliation court, subject to the filing of an inability to pay affidavit.

Subd. 2. Motion for dissolution or modification of order.

The landlord may, by written motion and notice served by mail or personally on the residential tenant or the residential tenant's attorney at least two days before the hearing date on the motion, obtain dissolution or modification of the order for possession issued under subdivision 1, paragraph (c), unless the residential tenant proves the facts and grounds on which the order is issued. A landlord bringing a motion under this subdivision may recover possession of the premises only by an eviction action or otherwise provided by law. Upon the dissolution of the order, the court shall assess costs against the residential tenant, subject to the provisions of section 563.01, and may allow damages and reasonable attorney fees for the wrongful granting of the order for possession. If the order is affirmed, the court shall tax costs against the landlord and may allow the residential tenant reasonable attorney's fees.

Subd. 3. Finality of order.

An order issued under subdivision 1, paragraph (c), or affirmed, modified, or dissolved under subdivision 2, is a final order for purposes of appeal. Either party may appeal the order within ten days after entry. If the party appealing remains in possession of the premises, bond must be given to: (1) pay all costs of the appeal; (2) obey the court's order; and (3) pay all rent and other damages that justly accrue to the party excluded from possession during the pendency of the appeal.

Subd. 4. Waiver not allowed.

A provision of an oral or written lease or other agreement in which a residential tenant waives this section is contrary to public policy and void.

Subd. 5. Purpose.

The purpose of this section is to provide an additional and summary remedy for residential tenants unlawfully excluded or removed from rental property and, except where expressly provided in this section, sections 504B.285 to 504B.371 do not apply to proceedings under this section.

Subd. 6. Application.

In addition to residential tenants and landlords, this section applies to: (1) occupants and owners of residential real property that is the subject of a mortgage foreclosure or contract for deed cancellation for which the period for redemption or reinstatement of the contract has expired; and (2) mortgagees and contract for deed vendors.

Minn. Stat. § 504B.375

1999 c 199 art 1 s 55; 2005 c 10 art 2 s 4

Amended by 2023 Minn. Laws, ch. 52,s 19-92, eff. 1/1/2024.

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Minnesota Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Minnesota.

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Links To Statutes

- [Minn. Stat. § 504B.177](#) – Late Fees
- [Minn. Stat. § 504B.178](#) – Interest on security deposits; withholding security deposits; damages; limit on withholding last month's rent
- [Minn. Stat. § 504B.118](#) – Receipt for rent paid in cash
- [Minn. Stat. § 504B.173](#) – Applicant screening fee
- [Minn. Stat. § 504B.175](#) – Prelease deposit
- [Minn. Stat. § 504B.111](#) – Written lease required; penalty
- [Minn. Stat. § 504B.115](#) – Tenant to be given copy of lease
- [Minn. Stat. § 504B.145](#) – Restriction on automatic renewals of leases
- [Minn. Stat. § 504B.425](#) – Judgment
- [Minn. Stat. § 504B.172](#) – Recovery of attorney fees
- [Minn. Stat. § 504B.135](#) – Terminating tenancy at will
- [Minn. Stat. § 504B.211 \(Subd 2\)](#) – Residential tenant's right to privacy
- [Minn. Stat. § 504B.211\(Subd 4\)](#) – Residential tenant's right to privacy
- [Minn. Stat. § 504B.211 \(Subd 5\)](#) – Residential tenant's right to privacy
- [Minn. Stat. § 504B.211 \(Subd 6\)](#) – Residential tenant's right to privacy
- [Minn. Stat. § 504B.225](#) – Intentional ouster and interruption of utilities; misdemeanor
- [Minn. Stat. § 504B.375](#) – Unlawful exclusion or removal; action for recovery of possession
- [Minn. Stat. § 504B.381](#) – Emergency tenant remedies action
- [Minn. Stat. § 504B.155](#) – Tenant must give cold weather notice before vacation of building
- [Minn. Stat. § 504B.161](#) – Covenants of landlord or licensor
- [Minn. Stat. § 504B.181](#) – Landlord or agent disclosure

- [Minn. Stat. § 504B.195](#) – Disclosure required for outstanding inspection and condemnation orders
- [Minn. Stat. § 504B.171 \(Subd 1\)](#) – Covenant of landlord and tenant not to allow unlawful activities
- [Minn. Stat. § 504B.171 \(Subd 2\)](#) – Covenant of landlord and tenant not to allow unlawful activities
- [Minn. Stat. § 504B.206 \(Subd 1\(b\)\)](#)
- [Minn. Stat. § 504B.206 \(Subd 3\)](#)
- [Minn. Stat. § 504B.206 \(Subd 4\)](#)
- [Minn. Stat. § 504B.385 \(Subd 2\)](#) – Rent escrow action to remedy violations
- [Minn. Stat. § 504B.441](#) – Residential tenant may not be penalized for complaint