

**SENATE
STATE OF MINNESOTA
NINETY-THIRD SESSION**

S.F. No. 1091

(SENATE AUTHORS: MOHAMED and Boldon)

DATE
02/02/2023

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Introduction and first reading
Referred to Housing and Homelessness Prevention

OFFICIAL STATUS

1.1 A bill for an act
1.2 relating to housing; landlord and tenant; limiting early renewals on certain rental
1.3 leases; requiring landlord to provide tenant with a notice of the option to inspect
1.4 the rental unit at the beginning and a notice at the end of tenancy; establishing
1.5 damages; amending Minnesota Statutes 2022, section 504B.178, subdivision 4;
1.6 proposing coding for new law in Minnesota Statutes, chapter 504B.

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

1.8 Section 1. 504B.144 EARLY RENEWAL.

1.9 When a landlord and a tenant sign a residential lease for a term that is at least ten months,
1.10 the landlord must not require the tenant to renew the lease until at least four months have
1.11 passed since the tenant occupied the unit. Any provision, whether oral or written, of any
1.12 lease or other agreement, whereby any provision of this section is waived by a tenant, is
1.13 contrary to public policy and void.

1.14 EFFECTIVE DATE. This section is effective August 1, 2023, and applies to leases
1.15 entered into or renewed on or after that date.

1.16 Sec. 2. Minnesota Statutes 2022, section 504B.178, subdivision 4, is amended to read:

1.17 Subd. 4. **Damages.** Any landlord who fails to:

1.18 (1) provide a written statement within three weeks of termination of the tenancy;

1.19 (2) provide a written statement within five days of the date when the tenant leaves the
1.20 building or dwelling due to the legal condemnation of the building or dwelling in which the
1.21 tenant lives for reasons not due to willful, malicious, or irresponsible conduct of the tenant;

1.22 ~~or~~

2.1 (3) transfer or return a deposit as required by subdivision 5; or

2.2 (4) provide the tenant with notice for an initial inspection and move-out inspection as
2.3 required by section 504B.182, and complete an initial inspection and move-out inspection
2.4 when requested by the tenant,

2.5 after receipt of the tenant's mailing address or delivery instructions, as required in subdivision
2.6 3, is liable to the tenant for damages in an amount equal to the portion of the deposit withheld
2.7 by the landlord and interest thereon as provided in subdivision 2, as a penalty, in addition
2.8 to the portion of the deposit wrongfully withheld by the landlord and interest thereon.

2.9 **Sec. 3. [504B.182] INITIAL AND FINAL INSPECTION REQUIRED.**

2.10 Subdivision 1. **Initial inspection.** At the commencement of a residential tenancy, or
2.11 within 14 days of a residential tenant occupying a unit, the landlord must notify the tenant
2.12 of their option to request an initial inspection of the residential unit for the purposes of
2.13 identifying existing deficiencies in the rental unit to avoid deductions for the security deposit
2.14 of the tenant at a future date. If the tenant requests an inspection, the landlord and tenant
2.15 shall schedule the inspection at a mutually acceptable date and time.

2.16 Subd. 2. **Move-out inspection.** Within a reasonable time after notification of either a
2.17 landlord or residential tenant's intention to terminate the tenancy, or before the end of the
2.18 lease term, the landlord shall notify the tenant in writing of the tenant's option to request an
2.19 initial inspection and of the tenant's right to be present at the inspection. At a reasonable
2.20 time, but no earlier than five days before the termination or the end of the lease date, or day
2.21 the tenant plans to vacate the unit, the landlord, or an agent of the landlord, shall, upon the
2.22 request of the tenant, make a move-out inspection of the premises. The purpose of the
2.23 move-out inspection shall be to allow the tenant an opportunity to remedy identified
2.24 deficiencies, in a manner consistent with the rights and obligations of the parties under the
2.25 rental agreement, in order to avoid deductions from the security deposit. If a tenant chooses
2.26 not to request an initial inspection, the duties of the landlord under this subdivision are
2.27 discharged. If an inspection is requested, the parties shall attempt to schedule the inspection
2.28 at a mutually acceptable date and time.

2.29 Subd. 3. **Other requirements under law.** Nothing in this section changes the
2.30 requirements or obligations under any other section of law, including but not limited to
2.31 sections 504B.178, 504B.185, 504B.195, or 504B.271, 504B.375, and 504B.381.

3.1 Subd. 4. Waiver. Any provision, whether oral or written, of any lease or other agreement,
3.2 whereby any provision of this section is waived by a tenant, is contrary to public policy and
3.3 void.

3.4 Sec. 4. [504B.272] MITIGATION OF DAMAGES.

3.5 In any legal action initiated by or on behalf of any landlord or tenant for a breach of a
3.6 residential lease, efforts by the landlord, the tenant, or any other party to mitigate any loss
3.7 must be considered a relevant factor in determining appropriate damages. Any provision,
3.8 whether oral or written, of any lease or other agreement, whereby any provision of this
3.9 section is waived by a tenant, is contrary to public policy and void.