

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

S.F. No. 4178

(SENATE AUTHORS: FATEH)

DATE
02/26/2024

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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; providing tenants with remedies if a rental unit is not available
1.3 for occupancy by the move-in date; authorizing a tenant to seek recovery of prorated
1.4 rent amount owed and attorney fees; amending Minnesota Statutes 2022, sections
1.5 504B.111; 504B.116.

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

1.7 Section 1. Minnesota Statutes 2022, section 504B.111, is amended to read:

1.8 **504B.111 WRITTEN LEASE REQUIRED; PENALTY; REMEDIES.**

1.9 Subdivision 1. Written lease; specific unit. A landlord of a residential building with
1.10 12 or more residential units must have a written lease for each unit rented to a residential
1.11 tenant. The written lease must identify the specific unit the residential tenant will occupy
1.12 before the residential tenant signs the lease. Notwithstanding any other state law or city
1.13 ordinance to the contrary, a landlord may ask for the tenant's full name and date of birth on
1.14 the lease and application. A landlord who fails to provide a lease, as required under this
1.15 section, is guilty of a petty misdemeanor.

1.16 Subd. 2. Remedies. (a) If the specific unit identified in the lease is not available for
1.17 occupancy on or before the move-in date established in the lease, the tenant may select one
1.18 of the three following remedies:

1.19 (1) alternative housing provided by the landlord that is reasonably equivalent to the unit
1.20 described in the lease until the unit may be lawfully inhabited;

1.21 (2) reimbursement by cash or check from the landlord of the total rent paid by the tenant
1.22 each month, as established in the lease agreement, to mitigate the costs of alternative housing
1.23 secured by the tenant until the unit described in the lease may be lawfully inhabited; or

2.1 (3) termination of the lease and a return to the tenant of all amounts paid to the landlord,
2.2 including any rent, deposit, and other payments incurred in entering the lease agreement.

2.3 (b) If a tenant exercises options under paragraph (a), clause (1) or (2), the landlord must
2.4 provide the tenant with reimbursements related to security deposits, application fees, parking
2.5 fees, pet fees, and any other fees reasonably associated with securing alternative housing.

2.6 (c) Tenants exercising options under paragraph (a), clause (1) or (2), may terminate their
2.7 lease agreement under paragraph (a), clause (3), if the unit identified in the lease is not
2.8 available for occupancy within 90 days of the move-in date established in the lease
2.9 agreement.

2.10 (d) The remedies available under this section are in addition to any other remedies
2.11 available at equity or law.

2.12 Subd. 3. Waiver. Any provision, whether oral or written, of any lease or other agreement
2.13 whereby any provision of this section is waived by a tenant is contrary to public policy and
2.14 void.

2.15 **EFFECTIVE DATE.** This section is effective August 1, 2024, and applies to all leases
2.16 entered into on or after that date.

2.17 Sec. 2. Minnesota Statutes 2022, section 504B.116, is amended to read:

2.18 **504B.116 PRORATED RENT REQUIRED.**

2.19 (a) When a lease term for a residential unit ends on a date before the last day of the final
2.20 month, the amount of rent to be paid for the final month owed for the final month of rent
2.21 must be prorated at the average daily rate for that month so that the tenant only pays for the
2.22 actual number of days that occupancy is allowed. This provision applies to all leases,
2.23 including leases requiring the last month of rent to be paid in advance. Any attempted waiver
2.24 of this section by a landlord and tenant, by contract or otherwise, shall be void and
2.25 unenforceable.

2.26 (b) For purposes of this section, prorated rent must be calculated using the actual number
2.27 of calendar days for the calendar month in which the lease expires.

2.28 (c) A tenant may bring an action against a landlord who violates this section for recovery
2.29 of the amount of prorated rent owed to the tenant, costs, and reasonable attorney fees.