

## 2010 CHANGES TO MINNESOTA LAW REGARDING LANDLORDS AND TENANTS

*2010 Minnesota Laws, Chapter 315*

### RECEIPT FOR CASH PAYMENT OF RENT

A landlord receiving rent or other payments from a tenant in cash must provide a written receipt for payment immediately upon receipt if the payment is made in person, or within three business days if payment in cash is not made in person. [504B.118]

### LIABILITY FOR PROVIDING FALSE INFORMATION ON RENTAL APPLICATION

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. [504B.173, subd. 4(b)]

### APPLICANT SCREENING FEES

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. [504B.173, subd. 1]

A landlord must return the applicant screening fee if:

- (1) the applicant is rejected for any reason not listed in the required disclosed criteria; or
- (2) a prior applicant is offered the unit and agrees to enter into a rental agreement.

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 these purposes. [504B.173, subd. 2]

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. [504B.173, subd. 3]

## EVICTION ACTIONS

**Eviction actions on a tenant in a foreclosed property. For any eviction action commenced on or before December 31, 2012:**

- If you were a tenant during the redemption period under a lease and the lease began after the date the mortgage was executed, but prior to the redemption expiration, the immediate successor in interest must provide the tenant 90 days written notice to vacate, given no sooner than the redemption expiration date and effective no sooner than 90 days after the redemption expiration date provided you pay the rent and abide by all the lease terms. [504B.285, subd. 1(a)(a)]
- Where the terms of a bona fide lease extend more than 90 days beyond the redemption expiration date, the immediate successor in interest must allow the tenant to occupy the premises until the end of the remaining lease term, and provide at least 90 days written notice to vacate, effective no sooner than the date the lease expires, provided that you pay the rent and abide by all the lease terms, except if the immediate successor in interest or an immediate subsequent bona fide purchaser will be occupying the residence as a primary residence, then they must give 90 day written notice to the tenant to vacate. The 90 day written notice cannot be given sooner than the redemption expiration date and cannot be effective sooner than 90 days after the redemption expiration date provided the tenant pays the rent and abides by all terms of the lease. [504B.285, subd. 1(a)(b)]

**Eviction actions on a tenant in a property subject to a contract for deed. For any eviction action commenced on or before December 31, 2012:**

- The person entitled to the premises may recover possession by eviction when any person holds over real property after termination of contract to convey the property, provided that if the person holding over was a tenant during the termination period under a lease of any duration and the lease began after the date the contract for deed was executed, but prior to the expiration of the time for termination, and the person has received:
  - (1) at least two months' written notice to vacate no sooner than one month after the expiration of the time for termination, provided that the tenant pays the rent and abides by all the terms of the lease; or
  - (2) at least two months' written notice to vacate no later than the expiration of the time for termination, which notice shall also state that the sender will hold the tenant harmless for breaching the lease by vacating the premises if the contract is reinstated. [504B.285, subd. 1(b)]

## BAD FAITH RETENTION OF DAMAGE DEPOSIT

The amount of punitive damages increased from \$200 to up to \$500 for the bad faith retention by a landlord of a deposit in violation of the law. [504B.178, subd. 7]

**FOR LEASES ENTERED INTO OR RENEWED ON OR AFTER JANUARY 1, 2011:**

## LATE FEES

You cannot be charged 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 written agreement must specify when the late fee will be imposed and the late fee cannot exceed eight percent of the overdue rent payment, unless a federal statute, regulation or handbook provides for a different late fee. [504B.177]