

From: Dykema, McKaia <MDykema@lmc.org>
Sent: Friday, May 1, 2026 12:59 PM
To: Aaron Chirpich <AChirpich@columbiaheightsmn.gov>
Subject: RE: Just Cause/Right to Rent

Good afternoon, Aaron.

Thank you for your patience as I looked into this one a little further! As you probably already know, the League's Research Team does not provide specific legal analysis or legal advice, rather, our aim is to give you general information or resources about certain issues. I defer to the judgment and legal advice that your city attorney provides to you, and they will be the best source of legal analysis on this issue. However, I did want to pull together some information that might be helpful for the city's consideration related to what it appears the city is considering.

Please note, the information below is about the topic of just cause ordinances generally. It does not account for specific ordinance language that may or may not be tailored to address some of the legal areas I have summarized below. That means some of this information may not be applicable depending on how the city drafts its final ordinance language. I have not reviewed Brooklyn Center's ordinance in detail for legality or as a basis to make any recommendations as review of specific ordinances for legal analysis is generally outside the scope of our team's service.

Unfortunately, it does not appear that the League has researched the issue of just cause ordinances with tenant protections in much detail or developed any prepared materials on this specific topic. If I learn that I am wrong and something relevant comes up in the near future, I will certainly make a note to pass over to you. To me, one of the core questions is whether a local ordinance that sets forth certain requirements for landlords, in their contractual relationship with another private individual (the tenant), could be viewed as interfering with existing or prospective agreements between parties in a way the city has not traditionally played a role in.

It sounds like your city attorney has already weighed in on this issue from a tortious interference angle. I have not explored the validity of this particular legal claim against just cause ordinances specifically, so I defer to your attorney's judgment on this matter. It appears that Minnesota courts will look at the elements of tortious interference with contracts as the following: (1) existence of a contract; (2) alleged tort-feasor's knowledge of contract, (3) intentional interference with contract, without justification, and (4) damages resulting from interference. Additionally, in the case of *Oak Park Development Co., Inc v. Snyder Bros. of Minnesota, Inc.*, the court analyzed whether the tortfeasor did anything to "intentionally induce" interference with the contract. Whether or not a city ordinance that operates as a regulatory constraint on contract formation is "intentional inducement" for interference with an existing contractual relationship will depend in part on how the ordinance language is structured. See *Oak Park Development Co., Inc. v. Snyder Bros. of Minnesota, Inc.*, 499 N.W.2d 500 (1993).

Preemption

An additional legal avenue to consider is that state law does have a notable amount of language regulating landlord and tenant relationships and termination of tenancy (including eviction) procedures through Chapter 504B. One question that may be worthwhile exploring with your city attorney is whether there is field preemption over end of tenancy procedures. Field preemption is defined as preemption occurring when the state legislature has addressed the subject matter in a way that leaves no room for local regulation. There is a four factor test when it comes to determining whether there is field preemption: (1) the subject matter to be regulated; (2) whether the subject matter has been so fully covered by state law as to have become solely a matter of state concern; (3) whether the legislature indicated that subject matter is a matter solely of state concern; and (4) whether the subject matter itself of such a nature that local regulation would have unreasonably adverse effects upon the general populace of the state. See *Mangold Midwest Co. v. Village of Richfield*, 143 N.W.2d 813 (Minn. 1966).

A recent housing discrimination case in Minnesota applied these four factors to their facts. The court found there was no field preemption, but this was a different subject matter than what I believe the just cause protections would fall under. The court in *Fletcher Properties* ruled that the subject matter of discrimination in housing based on status of public assistance is not an area that is field preempted, as it is an area of state law explicitly permitting local involvement. To contrast, end of tenancy and/or eviction procedures appear to be more comprehensively regulated by state statute with specific notice requirements and grounds of termination already laid out. Whether or not the current statutory language demonstrates sufficient legislative intent to occupy this field and preempt local regulations is something you should discuss with your city attorney. See *Fletcher Properties, Inc. v. City of Minneapolis*, 24 N.W.3d. 287 (Minn. 2025).

State AG Resources

As you are probably aware, the Minnesota Attorney General's Office has also produced several resources relate to landlords and tenants. Specifically, the AG's office has a landlords and tenants handbook that describes eviction procedures and other areas of rental relationships available

here: <https://www.ag.state.mn.us/brochures/pubLandlordTenants.pdf> I will say that the handbook addresses several areas where local governments may be necessary partners and when they may get involved. It does not include language for local government involvement related to evictions or renewal of leases. Rather, it addresses areas where local governments have more traditionally held roles, such as nuisance abatement and/or inspections. See example following language from page 15 of the handbook: *Additionally, while no municipality may require eviction of a tenant or otherwise charge or penalize a landlord for a tenant's use of police or emergency assistance, this law does not preclude local ordinances from penalizing landlords for failure to abate nuisances or disorderly conduct on rental property.*

City Litigation on Additional Legal Grounds

In addition to Brooklyn Center, I am aware that both the City of Minneapolis and St. Paul have also considered just cause protections. St. Paul had enacted a S.A.F.E. Housing ordinance in 2020, I believe, that was later challenged in court. There were many tenant

protections involved in that ordinance, but I believe part of the ordinance had language that limited “just cause” for lease non-renewals. The city later repealed the ordinance in 2021. You may want to consider reaching out to St. Paul to discuss their ordinance or share this lawsuit with the city attorney for their consideration. It is possible St. Paul’s ordinance did not exactly align with what your city is considering (it appears to have tenant protections more expansive than a just cause ordinance) but is probably worth a review from your attorney. I have attached a full copy of the order the court issued before the city repealed the ordinance.

Importantly, in the order the court did weigh in on other legal issues/areas that aren’t addressed above. The court explored a takings claim, as (in part) the Plaintiffs argued the ordinance’s creation of tenants’ right to renew their leases in perpetuity absent narrow just-cause circumstances, constitutes a permanent physical invasion of their property. Plaintiffs go on to argue that ordinance operates as a per se taking because it singles out private landlords “to address a perceived, though vaguely identified, societal problem” relating to housing needs and the court agreed. See attached decision starting on page 5. The court also explored the Plaintiff’s substantive due process claim, in which they argued the ordinance deprives them of the fundamental right to exclude others from their properties without due process, violating the Fourteenth Amendment. The court found that the Plaintiff’s argument about this fundamental right was not addressed and the ordinance did not contain the required exacting requirements under a strict-scrutiny analysis. See attached decision starting on page 8.

I hope this was some helpful information. Again, I want to reiterate that your city attorney will be best suited to provide specific legal advice on the legality and the constraints for this type of ordinance. Feel free to pass this information on to them if you think it would be helpful, as well! Additionally, you might want to reach out to other cities who have enacted or tried to enact this type of ordinance to see what challenges they have received and how those might be addressed in your city’s decision making.

Please let me know if you have any further questions!

Kind regards,

McKaia Dykema | Staff Attorney

Phone: (651) 281-1261

mdykema@lmc.org

League of Minnesota Cities | 145 University Ave. West | St. Paul, MN 55103

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