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State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-FOURTH SESSION

H. F. No. **997**

02/17/2025

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The bill was read for the first time and referred to the Committee on Housing Finance and Policy

- 1.1 A bill for an act
- 1.2 relating to civil law; requiring landlords to provide just cause for terminating
- 1.3 tenancy; proposing coding for new law in Minnesota Statutes, chapter 504B.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. **[504B.277] TERMINATING THE TENANCY; JUST CAUSE REQUIRED.**
- 1.6 Subdivision 1. **Just cause required.** A landlord must not issue a notice terminating a
- 1.7 tenancy or refuse to renew a lease unless the landlord establishes one or more of the grounds
- 1.8 for termination described in subdivisions 2 to 10. The landlord must provide the tenant with
- 1.9 sufficient written notice consistent with the lease requirements but not less than a full rental
- 1.10 period or in compliance with section 504B.135, describing the reason for terminating the
- 1.11 tenancy.
- 1.12 Subd. 2. **Nonpayment of rent.** The tenant fails to cure the deficiency after receiving a
- 1.13 nonpayment notice from the landlord, and the landlord does not pursue a valid nonpayment
- 1.14 eviction action under section 504B.291, subdivision 1, paragraph (a), but decides to terminate
- 1.15 the tenancy at the end of the lease.
- 1.16 Subd. 3. **Repeated late payment of rent.** The tenant repeatedly makes late payments
- 1.17 of rent, at least five times in a 12-month period. The landlord must provide the tenant with
- 1.18 notice following a late payment that a subsequent late payment may be grounds for
- 1.19 termination of the tenancy.
- 1.20 Subd. 4. **Material breach.** After receiving a written notice from the landlord, the tenant
- 1.21 fails to stop the action that is a material breach of the lease or fails to take action that would
- 1.22 cure the deficiency.

2.1 Subd. 5. **Refusal to renew.** The tenant refuses to renew or extend the lease after the
2.2 landlord requests in writing that the tenant renew or extend the lease.

2.3 Subd. 6. **Occupancy by landlord or family member.** The landlord, in good faith, seeks
2.4 to recover possession of the rental unit so that the landlord or a family member may occupy
2.5 the unit as the landlord's or the family member's principal residence.

2.6 Subd. 7. **Withdrawal from market; building demolition and dwelling unit**
2.7 **conversion.** (a) The landlord seeks to withdraw the rental property from the residential
2.8 rental market for the following reasons:

2.9 (1) to demolish the property; convert the property into a cooperative, provided the
2.10 landlord complies with the provisions of chapter 515B; or convert the property into a
2.11 nonresidential use, provided the landlord obtains the necessary permits before terminating
2.12 the tenancy;

2.13 (2) to, in good faith, recover the unit to sell it in accordance with a condominium
2.14 conversion, provided the landlord complies with the provisions of chapter 515B; or

2.15 (3) to convert the unit into a subsidized unit under a local, state, or federal housing
2.16 program and the tenant does not qualify to rent the unit under that program.

2.17 (b) A landlord who wishes to withdraw a rental property must:

2.18 (1) file a notice of intent to withdraw with the commissioner of the Minnesota Housing
2.19 Finance Agency;

2.20 (2) provide tenants with 180-day notice prior to the termination of the tenancy; and

2.21 (3) provide one month's rent as a relocation fee to the tenant 30 days prior to withdrawal.

2.22 (c) If the landlord offers units for rent in the withdrawn rental property within five years
2.23 following the withdrawal, the commissioner, the attorney general, or a tenant that was
2.24 removed from the rental property may sue for damages and attorney fees on behalf of
2.25 removed residents.

2.26 Subd. 8. **Rehabilitation and renovation.** The landlord seeks, in good faith, to recover
2.27 possession of the dwelling unit to complete rehabilitation or renovation work that would
2.28 render the unit uninhabitable for the duration of the rehabilitation or renovation.

2.29 Subd. 9. **Complying with government order to vacate.** The landlord is complying
2.30 with a government agency's order to vacate, order to abate, or any other order that necessitates
2.31 vacating the dwelling unit.

3.1 Subd. 10. **Occupancy conditioned on employment.** The tenant's occupancy in the
3.2 dwelling unit is conditioned upon employment on the rental property and the employment
3.3 relationship is terminated.

3.4 Subd. 11. **Lease amendments.** Nothing in this section alters the landlord and tenant's
3.5 ability to amend the terms of a lease as otherwise allowed by law.