

This Document can be made available in alternative formats upon request

Printed Page No. **203**

State of Minnesota
HOUSE OF REPRESENTATIVES

**EIGHTY-FIFTH
SESSION**

HOUSE FILE No. 1841

March 8, 2007

Authored by Simon, Smith, Paymar, Mullery, Clark and others

The bill was read for the first time and referred to the Housing Policy and Finance and Public Health Finance Division

March 12, 2007

By motion, recalled and re-referred to the Committee on Public Safety and Civil Justice

March 27, 2007

Committee Recommendation and Adoption of Report:

To Pass as Amended

Read Second Time

1.1 A bill for an act
1.2 relating to landlord and tenant; permitting victims of domestic abuse to terminate
1.3 a lease in certain circumstances; proposing coding for new law in Minnesota
1.4 Statutes, chapter 504B.

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

1.6 Section 1. **[504B.206] RIGHT OF VICTIMS OF DOMESTIC ABUSE TO**
1.7 **TERMINATE LEASE.**

1.8 **Subdivision 1. Right to terminate; procedure.** A tenant to a residential lease who
1.9 is a victim of domestic abuse and fears imminent domestic abuse against the tenant or the
1.10 tenant's children by remaining in the leased premises may terminate a lease agreement
1.11 without penalty or liability, except as provided by this section, by providing written notice
1.12 to the landlord stating that the tenant fears imminent domestic abuse and indicating
1.13 the specific date the tenant intends to vacate the premises. The written notice must be
1.14 delivered by mail, fax, or in person, and be accompanied by one of the following:

- 1.15 (1) an order for protection under chapter 518B; or
- 1.16 (2) a no contact order, currently in effect, issued under section 518B.01, subdivision
1.17 22, or chapter 609.

1.18 **Subd. 2. Confidentiality of information.** Information provided to the landlord by
1.19 the victim documenting domestic abuse pursuant to subdivision 1 shall be treated by the
1.20 landlord as confidential. The information may not be entered into any shared database
1.21 or provided to any entity except when required for use in an eviction proceeding, upon
1.22 the consent of the victim, or as otherwise required by law.

1.23 **Subd. 3. Liability for rent; termination of tenancy.** (a) A tenant terminating a
1.24 lease pursuant to subdivision 1 is responsible for one month's rent following the vacation

2.1 of the premises and is relieved of any contractual obligation for payment of rent or any
2.2 other charges for the remaining term of the lease.

2.3 (b) This section does not affect a tenant's liability for delinquent, unpaid rent or
2.4 other sums owed to the landlord before the lease was terminated by the tenant under this
2.5 section. The return or retention of the security deposit is subject to the provisions of
2.6 section 504B.178.

2.7 (c) The tenancy terminates, including the right of possession of the premises, when
2.8 the tenant surrenders the keys to the premises to the landlord. The one month's rent is due
2.9 and payable on or before the date the tenant vacates the premises, as indicated in their
2.10 written notice pursuant to subdivision 1. For purposes of this section, the provisions of
2.11 section 504B.178 commence upon the first day of the month following either:

2.12 (1) the date the tenant vacates the premises; or

2.13 (2) the date the tenant pays the one month's rent, whichever occurs first.

2.14 (d) The provisions of this subdivision do not apply until written notice meeting the
2.15 requirements of subdivision 1 is delivered to the landlord.

2.16 Subd. 4. **Multiple tenants.** Notwithstanding the release of a tenant from a lease
2.17 agreement under this section, if there are any remaining tenants residing in the premises
2.18 the tenancy shall continue for those remaining tenants. A perpetrator who has been
2.19 excluded from the premises under court order remains liable under the lease with any
2.20 other tenant of the premises for rent or damage to the premises.

2.21 Subd. 5. **Waiver prohibited.** A residential tenant may not waive, and a landlord
2.22 may not require the residential tenant to waive, the resident tenant's rights under this
2.23 section.

2.24 Subd. 6. **Definition.** For purposes of this section, "domestic abuse" has the meaning
2.25 given in section 518B.01, subdivision 2.