

Tenant/Landlord Policies and Procedures

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**TENANT/LANDLORD
POLICIES AND PROCEDURES**

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I. SCREENING

1. Applicant Screening Fee

A landlord may not charge a screening fee when no unit is available.¹ A landlord must give a receipt for the screening fee². The screening fee cannot be kept or deposited until all prior applicants for the unit have been screened or rejected³. The screening fee must be returned to the applicant unless the landlord discloses in writing to the applicant the screening service used, if any, the address of the service, and the criteria used for evaluating the applicant.⁴ The screening fee must be returned to the applicant if no screening is done, the applicant is rejected for reasons other than set forth in the written criteria or the unit is provided to a prior applicant⁵.

The following is a list of Tenant Screening Companies*:

Apartment Services Plus
7400 Metro Blvd
Edina, MN 54539
(952) 925-9592

MultiHousing Credit Control
10125 Crosstown Circle, Suite 100
Eden Prairie, MN 55344
(952) 941-0552

Rental Research Services
7525 Mitchell Road, #301
Eden Prairie, MN 55344
(952) 935-5700

Tenant Check
910 Ivy Avenue East
St. Paul, MN 55106
(651) 224-3002

Tena InfoBureau Services
W Lafayette Frontage Rd
St. Paul, MN 55107
(651) 293-1234

Rental History Reports
701 5th Street South
Hopkins, MN 55434
(952) 545-3953

Experian Info Solutions
2001 Bryant Ave S
Minneapolis, MN 55420
(952) 854-2318

Delta Services, Inc.
6009 Wayzata Boulevard
St. Louis Park, MN 55416
(952) 595-8648

*This list is strictly provided as an example of tenant screening services. Alden Pearson, P.A. does not endorse or warrant any of their individual products or services. You should do your own research to find a tenant screening service.

If a landlord uses information in a tenant report to deny rental, increase the security deposit, or increase rent of a residential housing unit, the landlord is required to:

1. Provide oral, written, or electronic notice of the adverse action to the tenant.
2. Provide the name, address and phone number of the screening service that prepared the report.

3. Inform the tenant the right to obtain a free copy of the report from the screening service. A landlord may disclose the contents of the report to the tenant directly, but only if adverse action is taken in whole or in part⁶

2. Discrimination

The Fair Housing Act prohibits discriminatory conduct against persons based on race, color, national origin, sex, religion, familial status, and disability.⁷ Additionally, the Minnesota Human Rights Act prohibits discrimination on the basis of creed, marital status, status with regard to public assistance, sexual orientation, and familial status.⁸ Failure to make reasonable modifications/accommodations for disabled individuals will be considered discrimination. Such things include⁹:

1. Refusal to permit, at the expense of the disabled person, reasonable modifications to the existing premises if modifications are necessary to afford the disabled person full enjoyment of the premise. When reasonable, the landlord may condition permission on the renters agreement to restore premises to the condition that existed prior to the modifications.
2. Refusal to make reasonable accommodations in rules, policies, or services when accommodations are necessary to afford a disabled person an equal opportunity to enjoy a dwelling; or
3. With buildings constructed after March 13, 1991, a failure to design those dwellings in a manner that:
 - a. Public use and common use portions are readily accessible to a disabled person
 - b. All doors designed to allow passage by wheelchair
 - c. All premises contain adaptive design that allows an individual with a wheelchair to maneuver about the space.

The Internal Revenue Code prohibits some landlords from discriminating against recipients of Section 8 housing assistance programs. The properties subject to this law are properties for which the owner has received tax credits (based on the owner's commitment to low-income housing).¹⁰

3. Pre-lease Deposits

Landlords are permitted to take pre-lease deposits. These deposits are required to be in writing and the document must completely explain the (1) the circumstances under which it will be returned; and (2) that the landlord is required to return the prelease deposit within seven days of the occurrence of a circumstance described in clause (1).¹¹ A landlord who violates this statute is liable to return one and one half times the deposit as a penalty.¹² If the landlord and the prospective tenant enter into a rental agreement, the pre-lease deposit must be applied to the tenant's security deposit or rent.¹³ If they do not enter

into a rental agreement, the deposit must be returned (postmarked) within seven days after the occurrence of the agreed upon circumstance in which it was to be returned.¹⁴

4. Prelease Inspections

Landlord and tenant should inspect the premises and note any repair problems or defects prior to occupancy. Please note the common law covenants of habitability cannot be waived or modified. The premises must be habitable on leasing and this requirement cannot be waived by inspection or otherwise.¹⁵

5. Covenants

In every lease of residential premises, the landlord covenants¹⁶:

1. That the premises and all common areas are fit for intended use
2. To keep premises in reasonable repair during the term of the lease
3. To make premises reasonably energy efficient by installing weather-stripping, caulking, storm windows, and storm doors where the savings will exceed the cost of implementation over a ten year period; and
4. To maintain the premises in compliance with the applicable health and safety laws of the state.

II. RENTING

1. Access

Generally, a landlord may only enter a tenant's unit for a "reasonable business purpose," after making an effort to give the tenant reasonable notice. If the landlord violates this law, the tenant may be able to bring the landlord to court to break the lease, recover the damage deposit, and receive a civil penalty of up to \$100 per violation.¹⁷

Reasonable business purposes include, but are not limited to:

1. Showing the unit to prospective tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent;
2. Showing the unit to a prospective buyer or insurance agent;
3. Performing maintenance work;
4. Showing the unit to state or local officials (i.e. fire, housing, health or building inspectors) inspecting the property;
5. The landlord has reasonable belief that the tenant is violating the lease within the tenant's unit;

6. The landlord has reasonable belief that the unit is occupied by an individual without a legal right to occupy it;
7. Inspection of the unit when a tenant moves out;
8. Performing housekeeping work in a senior housing unit. A senior housing unit is a building where 80 percent of the tenants are age 55 or older.¹⁸

A lease may not waive a tenant's right to prior notice.¹⁹ If entry is necessary without prior notice, a written notice must be placed in a conspicuous place on entering.²⁰

A landlord may enter without giving notice for the following reasons:

1. When immediate entry is necessary to prevent injury to property or people due to concerns over maintenance, building security or law enforcement.
2. When immediate entry is necessary to determine a tenant's safety.
3. When immediate entry is necessary to comply with state law or local ordinance.²¹

2. Written lease required

A landlord of a residential building with 12 or more residential units must have a written lease for each unit rented to a residential tenant. Notwithstanding any other state law or city ordinance to the contrary, a landlord may ask for the tenant's full name and date of birth on the lease and application. A landlord who fails to provide a lease, as required under this section, is guilty of a petty misdemeanor.²²

A lease term exceeding one year must be in writing.²³

Subsidized housing programs generally require a written lease.

Where there is a written lease, a landlord must give a copy to a tenant occupying a dwelling unit whose signature appears on the lease agreement. The landlord may obtain a signed and dated receipt, either as a separate document or an acknowledgment included in the lease agreement itself, from the tenant acknowledging that the tenant has received a copy of the lease. Except for nonpayment of rent, disturbing the peace, malicious destruction of property, or a violation of Minn. Stat. 504B.171, it is a defense for the tenant to prove that the landlord failed to provide the tenant with a copy of the lease.²⁴

If the lease specifies an action, circumstances, or an extent to which a landlord may recover attorney fees in an action between the landlord and tenant, the tenant is entitled to attorney fees if the tenant prevails in the same type of action, under the same circumstances, and to the same extent as specified in the lease for the landlord.²⁵

A landlord of a residential building may not charge 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 agreement must specify when the late fee will be imposed and the late fee may not exceed eight percent of the overdue rent payment.²⁶ If a federal statute, regulation, or handbook permitting late fees for a tenancy subsidized under a federal program, then the landlord may publish and implement a late payment fee schedule that complies with the federal statute, regulation, or handbook.²⁷

3. Receipt for Cash Payment

You must give tenants receipts for rent paid in cash. If you fail to do so, it becomes your burden to prove non-payment of rent. Receipts for Cash Payment should be provided immediately upon receipt if the payment is made in person, or within three business days if payment in cash is not made in person. We strongly encourage you to keep a log of rent payments, including cash payments.²⁸

III. EVICTION

1. In General

Landlords are not permitted to evict a tenant without going through an Eviction Action process.²⁹ Unlawful removal may include but is not limited to locking a tenant out, termination of utilities, or removal of doors or windows³⁰. A landlord who unlawfully evicts, lockout, or disrupts utilities may be responsible to the tenant for treble damages or \$500.00, whichever is greater along with reasonable attorneys' fees.³¹ Eviction, lockout or disruption of utilities without legal right is also a misdemeanor³². The only lawful means to dispossess a tenant, who is in possession under a lease, who has not abandoned nor voluntarily surrendered premises, is to resort to judicial process.³³

An Eviction Action is for possession only. The landlord must bring an independent action for claims for money or damages.

There are three basic circumstances in which an Eviction Action is allowed:

A. Holding Over

(a) where a party holds over after an execution or foreclosure sale, or after termination of a contract for deed; if the party holding over is a *tenant*, 90 days notice must be given³⁴. The requirements in these circumstances are complicated and we encourage you to seek the assistance of legal counsel.

(b) in cases of non-payment of rent, where a person holds over after expiration of the term of a lease, or after breach of a lease:

- In order to maintain an Eviction Action for a material breach of lease (other than non-payment of rent), the lease must contain a contractual right of re-entry.
- For leases with a term of more than 20 years, thirty days notice is required.³⁵

(c) where a tenant-at-will holds over after termination of the tenancy by notice to quit.

- Leases of no certain terms are considered tenancies-at-will.
- The notice period required to terminate a tenancy-at-will is commensurate with the interval between the time rent is due, but not longer than three months.³⁶ In the event of nonpayment of rent by a tenant-at-will, fourteen (14) days notice to quit is required.³⁷

B. Evictions for Nonpayment of Rent

(a) Notice requirements - Market Rate Tenant

There are no laws that require landlords to give their tenants notice prior to filing an eviction for non-payment of rent of a market rate tenant; however, most landlords allow a five day grace period and then serve a late rent notice. If you do provide a notice to your tenants, you must wait to file an Eviction Action until after the deadline stated in the late rent notice.

(b) Notice requirements – Subsidized Housing Tenant

Federally subsidized housing project leases provide that the landlord must give a tenant a notice which states:

- the reason(s) for termination;
- the date of the termination;
- that the landlord will file an Eviction Action if the tenant has not paid or moved;
- that the tenant will have a right to defend if taken to court;
- that the tenant has ten (10) days during which to discuss the proposed termination with the landlord or its representative.³⁸

Therefore, landlords of subsidized housing projects should give the tenant a Notice of Termination at least ten (10) days before filing the eviction. The landlord cannot file the Eviction Action until the day after the date stated on the late rent notice for termination.

(c) Partial Payments:

If you accept partial payment from a tenant, the tenant must sign a form agreeing that, even though the tenant has paid partial rent for the month, the tenant understands and agrees that the landlord may still file an Eviction Action. Such a provision should be included in the written lease. If you decline payment from the tenant you should keep proof of returning the partial payment.

Unless there is a written lease to the contrary, you may evict a tenant who has paid his share of the rent in a co-tenancy situation. Each tenant will be held responsible for the full amount of the rent in an Eviction Action. The roommate who paid his share of the rent may sue his/her roommate in conciliation court for the tenant's share of the rent.

Rent must be accepted after the late rent notice or after filing of an Eviction Action, if the Eviction Action is based solely on nonpayment of rent. If the full amount of rent plus other charges are offered the landlord must accept it. These amounts include rent that is in arrears, with interest, costs of the action, and an attorney's fee not to exceed \$5.00.

The tenant has a right of redemption until the order for the Writ of Recovery is *signed* by the court and any stay of the writ has lapsed. If the tenant pays the amount due, and eviction was the result *solely* of nonpayment of rent, the tenant will be allowed to continue to reside in the premises through the time of lease expiration.⁴¹

C. Eviction for Material Noncompliance

(a) Elements of Material Noncompliance

Material noncompliance is defined as:

- (1) One or more substantial violations of the lease;

- (2) Repeated minor violation of the lease that:
- a. Disrupt the livability of the project,
 - b. Adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the Apartment and related project,
 - c. Interfere with the management of the project, or
 - d. have an adverse financial effect on the project;
- (3) Failure of the tenant to timely supply all required information on the income and composition, or eligibility factors of the tenant household (including verification requirement for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), or to knowingly provide incomplete or inaccurate information; or
- (4) Non-payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

(b) Notice Requirements

Written notice is required before filing an eviction for material noncompliance of a lease.

All termination notices must:

- (1) specify the date this Agreement will be terminated;
- (2) state the grounds for termination with enough detail for the tenant to prepare a defense;
- (3) advise the tenant that tenant has 10 days within which to discuss the proposed termination of tenancy with the landlord. The 10 day period will begin on the date the notice was hand-delivered to the unit or the day after the date the notice is mailed, whichever is earlier. If the tenant request a meeting, the landlord must agree to discuss the proposed termination with the tenant; and
- (4) advise the tenant of tenant's right to defend the action in court.

Prior to making the decision to terminate a tenant for material noncompliance with the terms of the lease, the landlord and/or its attorney

should review the entire tenant file to determine if in fact the breach is one that would substantially qualify as a material noncompliance.

The landlord's attorney should review the lease, any rules or regulations which should be incorporated into and made a part of the lease, all tenant complaints, police records, management's Notices to the tenant and even the manager's notices to the tenant file. All lease violations should be included in the Notice of Termination. If the landlord is unable to prove all, he still may be successful in proving sufficient grounds for termination.

Subsidized housing leases provide that the lease may be terminated for "other good cause". If the landlord terminates for "other good cause", then the landlord has to provide the tenant with a notice advising that certain conduct of the tenant and/or guests is considered a lease violation and "good cause" for termination if continued in the future or there are additional lease violations. Then if additional violations occur within a reasonable time thereafter, a Notice of Termination will follow.

2. Filing the Eviction Action

If the tenant has failed to move after the termination of the lease or fails to move after nonpayment of rent, then the landlord must file an Eviction Action in district court (or housing court, if applicable, such as in Ramsey and Hennepin Counties). That action only determines who is entitled to possession of the premises. It does not give the landlord any money judgment for unpaid rent.

After the Eviction Action is filed with the Court, the clerk issues a Summons. It must be served on the tenant at least seven days before the scheduled court appearance date.⁴² The landlord is prohibited from serving the Summons on the tenant, service must be made by an independent third-party. That third-party should provide an Affidavit of Service swearing to service on the tenant. If the tenant is not available service may be made to another person who resides at that address, provided they are of suitable age and discretion.

The following are defenses that a tenant may plead and may be helpful to you in order to draft the Notices of Termination and drafting the Eviction Complaint:

- Service of the Summons & Complaint less than seven days before the initial hearing.
- Service on Sundays or legal holidays.
- Service by a named Plaintiff.
- Service on a person present at, but not residing in, the Apartment.

- Service on a person who is not of “suitable age and discretion.” Even though there is no minimum age of a person receiving service, generally any person over 14 years of age is usually deemed to be of suitable age or discretion.
- Improper service by mailing and posting. Personal service must be attempted at least twice on different days, with at least one attempt between the hours 6:00 p.m. and 10:00 p.m., before service can be effected by mailing and posting.
- If the tenant is incarcerated in a state institution, failure to serve the institution’s chief executive officer.
- Failure to comply with the trade name registration statute. If the owner of the premises conducts business under an assumed name, it must be registered with the Secretary of State. If the landlord has violated this statute, the Eviction Action must be stayed until the landlord has complied with that statute and completed the registration. The tenant is entitled to \$250.00 costs regardless of who prevails in the Eviction Action.
- Failure to file the Affidavit of Service with the Court by 3:00 p.m., three days before the initial hearing.
- If the landlord has failed to make repairs and the eviction is for nonpayment.
- Waiver of eviction by acceptance of partial rent.
- Waiver of notice to quit by acceptance of rent.
- Retaliatory eviction. If the tenant made a good faith attempt to enforce tenant’s rights or good faith report to a governmental authority of code violations, then the landlord must prove non-retaliatory reason if the notice is served within 90 days of the tenant’s complaints.
- Discrimination defense if notice served is in violation of Minnesota Human Rights Act.⁴³
- Waiver by the landlord of the tenant’s breach.
- Failure to reasonably accommodate disabilities.
- Defense to eviction for illegal drugs: tenant did not know nor had reason to know of the drug possession, sale or other activity.

3. Caretakers

In the event that it is necessary to evict a resident caretaker, the same procedures must be followed as if you were evicting a tenant. Caretakers or employees who are unlawfully excluded may maintain an action for unlawful exclusion or damages.

4. Removal and Storage of Personal Property

A landlord is not permitted to seize property on the premises for nonpayment of rent but must follow certain statutory procedures relating to removal, storage and sale of a tenant's personal property.⁴⁴

Abandonment.

A landlord has a duty to store and care for a tenant's property for twenty eight days after abandonment. The landlord may sell or otherwise dispose of the property 28 days after the landlord receives actual notice of the abandonment, or 28 days after it reasonably appears to the landlord that the tenant has abandoned the premises, whichever occurs last. Landlord may apply a reasonable amount of the proceeds of the sale to the removal, care, and storage costs and expenses or to any claims in amounts reasonably necessary.⁴⁵

(1) to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement; or

(2) to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.

Any remaining proceeds of any sale shall be paid to the tenant upon written demand.⁴⁶

Prior to the sale, the landlord shall make reasonable efforts to notify the tenant of the sale at least fourteen (14) days prior to the sale, by personal service in writing or sending written notification of the sale by certified mail, return receipt requested, to the tenant's last known address or usual place of abode, if known by the landlord, and by posting notice of the sale in a conspicuous place on the premises for at least two weeks.

The tenant shall recover from the landlord punitive damages not to exceed twice actual damages or \$1,000, whichever is greater, in addition to actual damages and reasonable attorney's fees if the landlord, an agent, or other person acting under the landlord's direction or control fails to allow the tenant to retake possession of the property after written demand within:⁴⁷

(1) 24 hours if the property is on the landlords premises; or

(2) 48 hours, exclusive of weekends or holidays, if the property is stored in a location other than the premises.

Other than Abandonment.

There are two methods for removal of tenant's personal property from the premises. Both require the landlord first obtain a writ of recovery from the court to enter into the tenant's premises⁴⁸. The landlord may choose to store the personal property on the premises, or may choose to remove the personal property from the premises⁴⁹. If the tenant's personal property is to be stored on the premises, the officer shall enter the premises, breaking in if necessary and the landlord may remove the tenant's personal property.⁵⁰ The landlord must prepare an inventory and mail a copy of the inventory to the tenant's last known address or, if the tenant has provided a different address, to the address provided.⁵¹ The inventory must be prepared, signed, and dated in the presence of the officer and must include the following:

- (1) a list of the items of personal property and a description of their condition;⁵²
- (2) the date, the signature of the landlords or the landlord's agent, and the name and telephone number of a person authorized to release the personal property;⁵³ and
- (3) the name and badge number of the officer.⁵⁴
- (4) The officer must retain a copy of the inventory.⁵⁵
- (5) The landlord shall notify the tenant of the date and approximate time the officer is scheduled to remove the tenant, family, and personal property from the premises.

The notice must be sent by first class mail. In addition, the landlord must make a good faith effort to notify the tenant by telephone. The notice must be mailed as soon as the information regarding the date and approximate time the officer is scheduled to enforce the order is known to the landlord, except that the scheduling of the officer to enforce the order need not be delayed because of the notice requirement. The notice must inform the tenant that the tenant and the tenant's personal property will be removed from the premises if the tenant has not vacated the premises by the time specified in the notice.⁵⁶

The landlord is responsible for the proper removal, storage, and care of the tenant's personal property and is liable for damages for loss of or injury to it caused by the landlord's failure to exercise the same care that a reasonably careful person would exercise under similar circumstances.⁵⁷

If the tenant's personal property is to be stored in a place other than the premises, the officer shall remove all personal property of the tenant at the expense of the landlord⁵⁸.

The tenant must make immediate payment for all expenses of removing personal property from the premises⁵⁹. If the tenant fails or refuses to do so, the landlord has a lien on all the personal property for the reasonable costs and expenses incurred in removing, caring for, storing, and transporting it to a suitable storage place.⁶⁰

The landlord may enforce the lien by detaining the personal property until paid. If no payment has been made for 60 days after the execution of the order to vacate, the landlord may hold a public sale.⁶¹

¹ Minn. Stat. § 504B.173, subd. 1(1) (2011)

² Minn. Stat. § 504B.173, subd. 1(2) (2011)

³ Minn. Stat. § 504B.173, subd. 1(3) (2011)

⁴ Minn. Stat. § 504B.173, subd. 2 (2011)

⁵ Minn. Stat. § 504B.173, subd. 2 (2011)

⁶ 15 U.S.C. § 1681e (2010)

⁷ 42 U.S.C. § 3601 (2010)

⁸ Minn. Stat. § 363A.02 (2011)

⁹ Minn. Stat. § 363A.10 (2011)

¹⁰ 26 U.S.C. § 42(h)(6)(B)(iv) (2010)

¹¹ Minn. Stat. § 504B.175, subd. 2(1) (2011)

¹² Minn. Stat. § 504B.175, subd. 4 (2011)

¹³ Minn. Stat. § 504B.175, subd. 2 (2011)

¹⁴ Minn. Stat. § 504B.175, subd. 2(b) (2011)

¹⁵ Minn. Stat. § 504B.161, subd. 1(3) (2010)

¹⁶ Minn. Stat. § 504B.161, subd. 1(1-4) (2011)

¹⁷ Minn. Stat. § 504B.211, subd. 6 (2011)

¹⁸ Minn. Stat. § 504B.211, subd. 3 (2011)

¹⁹ Minn. Stat. § 504B.211, subd. 2 (2011)

²⁰ Minn. Stat. § 504B.211, subd. 5 (2011)

²¹ Minn. Stat. § 504B.211, subd. 4 (2011)

²² Minn. Stat. § 504B.111 (2011)

²³ Minn. Stat. § 513.04 (2011)

²⁴ Minn. Stat. § 504B.115 (2011)

²⁵ Minn. Stat. § 504B.172 (2011)

²⁶ Minn. Stat. § 504B.177(a) (2011)

²⁷ Minn. Stat. § 504B.177(b) (2011)

²⁸ Minn. Stat. § 504B.118 (2011)

²⁹ *Berg v. Wiley*, 264 N.W.2d 145 (Minn. 1978)

³⁰ Minn. Stat. § 504B.375 (2011)

³¹ Minn. Stat. § 504B.221, 321 (2011)

³² Minn. Stat. § 504B.225 (2011)

³³ *Berg v. Wiley*, 264 N.W.2d 145 (Minn. 1978)

³⁴ Minn. Stat. § 504B.285 (2011)

³⁵ Minn. Stat. § 504B.291, subd. 2 (2011)

³⁶ Minn. Stat. § 504B.135, a (2011)

³⁷ Minn. Stat. § 504B.135, b (2011)

³⁸ Minn. Stat. § 504B.255 (2011)

³⁹ *Minneapolis Community Development Agency v. Powell*, 352 N.W.2d 532 (Minn. Ct. App. 1987)

⁴⁰ *Priordale Mall Investors v. Farrington*, 411 N.W.2d 582 (Minn. Ct. App. 1987)

⁴¹ Minn. Stat. 504B.291, subd. 1(a) (2011)

⁴² Minn. Stat. 504B.331 (2011)

⁴³ Minn. Stat. § 363A; the Fair Housing Act, 42 U.S.C.A 3604; or, if applicable, the Minneapolis Civil Rights Ordinance, Mpls. Code of Ord. §139.40.

⁴⁴ Minn. Stat. § 504B.365 (2011)

⁴⁵ Minn. Stat. § 504B.271, subd. 1 (2011)

⁴⁶ Minn. Stat. § 504B.271, subd. 1 (2011)

⁴⁷ Minn. Stat. § 504B.271, subd. 2 (2011)

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- ⁴⁸ Minn. Stat. § 504B.365, subd. 3 (2011)
⁴⁹ Minn. Stat. § 504B.365, subd. 3(a), 3(d) (2011)
⁵⁰ Minn. Stat. § 504B.365, subd. 3(d) (2011)
⁵¹ Minn. Stat. § 504B.365, subd. 3(d) (2011)
⁵² Minn. Stat. § 504B.365, subd. 3 (d)(1) (2011)
⁵³ Minn. Stat. § 504B.365, subd. 3(d)(2) (2011)
⁵⁴ Minn. Stat. § 504B.365, subd. 3(d)(3) (2011)
⁵⁵ Minn. Stat. § 504B.365, subd. 3(e) (2011)
⁵⁶ Minn. Stat. § 504B.365, subd. 3(d) (2011)
⁵⁷ Minn. Stat. § 504B.365, subd. 3(f)(2011)
⁵⁸ Minn. Stat. § 504B.365, subd. 3(a) (2011)
⁵⁹ Minn. Stat. § 504B.365, subd. 3(b) (2011)
⁶⁰ Minn. Stat. § 504B.365, subd. 3(b) (2011)
⁶¹ Minn. Stat. § 504B.365, subd. 3(c) (2011)