

MINNESOTA RESIDENTIAL LEASE AGREEMENT

Prepared in compliance with Minnesota Statutes Chapter 504B

LEASE SUMMARY

Minn. Stat. 504B.120 and 504B.146 require that lease dates and total monthly payment appear on the first page of the lease.

Lease Start Date: _____

Lease End Date (or Month-to-Month): _____

Monthly Base Rent: _____

Monthly Parking Fee (if any): _____

Monthly Pet Fee (if any): _____

Other Monthly Charges (describe): _____

TOTAL MONTHLY PAYMENT: _____

Security Deposit: \$_____ (may not exceed one month's rent -- Minn. Stat. 504B.178)

Late Fee (if any): \$_____ (may not exceed 8% of overdue rent -- Minn. Stat. 504B.177)

Returned Check Fee: \$_____ (max \$30 or actual costs -- Minn. Stat. 604.113)

1. PARTIES

This Residential Lease Agreement ("Lease") is entered into between the following parties:

Landlord

Full Legal Name: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

Tenant(s)

Tenant 1 Full Legal Name: _____

Tenant 2 Full Legal Name: _____

Tenant 3 Full Legal Name: _____

2. PROPERTY

Landlord leases to Tenant the following property ("Premises"):

Street Address: _____

Unit / Apt. Number: _____

City, State, ZIP: _____

County: _____

Included Amenities (check all that apply)

- Parking space(s) -- Number: ____
- Storage unit / space
- Washer / dryer (in unit)
- Washer / dryer (shared / on-site)
- Dishwasher
- Air conditioning
- Garage -- Number of spaces: ____
- Other: _____

3. LEASE TERM

Check one:

- Fixed Term. Begins on _____ and ends on _____. Either party must give written notice of non-renewal.
- Month-to-Month. Begins on _____ and continues until terminated by either party upon one full rental period.

Upon expiration, this Lease shall:

- Automatically convert to a month-to-month tenancy (Minn. Stat. 504B.145, subd. 2).
- Terminate. Tenant must vacate unless a new lease is signed.

4. RENT

Monthly Rent Amount: _____

Rent Due Date (e.g., 1st of each month): _____

Grace Period (number of days, if any): _____

Accepted Payment Methods (check all that apply)

- Personal check
- Cashier's check / money order
- Electronic / online payment
- Direct deposit / ACH
- Cash (landlord must provide receipt)
- Other: _____

Rent payment address or instructions: _____

5. LATE FEES (Minn. Stat. 504B.177)

If Tenant fails to pay rent by the due date (or end of grace period), Landlord may charge a late fee of \$_____ per occurrence. The late fee may not exceed 8% of the overdue rent (Minn. Stat. 504B.177). No late fee may be imposed until rent is at least _____ day(s) past due.

Returned Check Fee: If any payment is returned for insufficient funds, Landlord may charge \$_____ (max \$30 or actual costs -- Minn. Stat. 604.113).

6. SECURITY DEPOSIT (Minn. Stat. 504B.178)

Security Deposit Amount: _____

- a) The security deposit may not exceed one month's rent.
- b) Interest accrues at 1% simple, noncompounded per year. Interest must be paid to Tenant at the end of the tenancy.
- c) Within 21 days after Tenant vacates and provides a forwarding address, Landlord shall return the deposit plus interest, less lawful deductions, with an itemized statement.
- d) Lawful deductions: unpaid rent, damage beyond normal wear and tear, and other amounts permitted by this Lease and law.
- e) Move-In / Move-Out Inspection: Tenant may request a walk-through inspection before the tenancy ends (Minn. Stat. 504B.182).
- f) Bad Faith Penalty: If Landlord withholds the deposit in bad faith, Landlord may be liable for the amount wrongfully withheld plus up to \$500 in punitive damages and interest.

7. UTILITIES AND SERVICES

Indicate which party pays each utility (write L for Landlord, T for Tenant):

Electricity: ____

Natural Gas / Heating Fuel: ____

Water / Sewer: ____

Trash / Recycling: ____

Internet / Cable: ____

Lawn Care / Snow Removal: ____

Other: _____

Shared Meter Disclosure (Minn. Stat. 504B.215, 504B.216)

- Individually metered utilities.
- Shared meter. Arrangement: _____

Landlord's Covenant Not to Interrupt Utilities (Minn. Stat. 504B.221): Landlord shall not intentionally interrupt electric, heat, gas, water, or other essential services to the Premises.

8. REQUIRED DISCLOSURES

8A. Landlord Identity and Address (Minn. Stat. 504B.181)

Minnesota law requires the following disclosures. Failure may subject Landlord to a \$500 penalty.

Person authorized to manage the Premises: _____

Manager's address: _____

Owner or agent for service of process: _____

Owner/agent address: _____

Person authorized to make repairs: _____

Repair contact phone / email: _____

8B. Outstanding Inspection Orders (Minn. Stat. 504B.195)

Landlord must disclose any outstanding inspection orders, condemnation orders, or unresolved citations.

- No outstanding orders or citations.
- Outstanding orders/citations exist. Copies attached.

Date of last known inspection: _____

8C. Lead-Based Paint (Pre-1978 Housing -- 42 U.S.C. 4852d)

- Premises built in 1978 or later. No disclosure required.
- Premises built before 1978. Lead Paint Addendum attached.

8D. Screening Fee Disclosure (Minn. Stat. 504B.173)

If a screening fee was collected, Landlord must have disclosed screening criteria before collecting the fee.

Screening criteria used (or N/A):

8E. Lease Copy (Minn. Stat. 504B.115)

Landlord must provide Tenant a signed copy of this Lease within 14 days.

9. MAINTENANCE AND REPAIRS

9A. Landlord Obligations (Minn. Stat. 504B.161)

Landlord shall maintain the Premises in compliance with the covenant of habitability, including:

- Keep the Premises in reasonable repair and fit for intended use.
- Maintain common areas in clean, safe condition.
- Comply with housing, building, fire, and health codes.
- Maintain heating to at least 68F from October 1 - April 30.
- Maintain plumbing, electrical, and ventilation systems.
- Provide functioning smoke and carbon monoxide detectors.

The covenant of habitability cannot be waived (Minn. Stat. 504B.161, subd. 4).

9B. Tenant Responsibilities

- Keep the Premises clean and in good condition.
- Dispose of trash properly and regularly.
- Not deliberately or negligently damage the Premises.
- Promptly notify Landlord in writing of needed repairs.
- Allow reasonable access for repairs after proper notice.

- Comply with all applicable housing and health codes.

10. LANDLORD ACCESS AND ENTRY (Minn. Stat. 504B.211)

- a) Reasonable Notice: At least 24 hours' written notice, except in an emergency.
- b) Reasonable Hours: Entry only between 8:00 a.m. and 8:00 p.m., unless Tenant consents otherwise.
- c) Reasonable Business Purpose: Repairs, inspections, showings, or agreed-upon services.
- d) Emergency: Landlord may enter without notice in a genuine emergency (fire, flooding, gas leak).

Landlord may not abuse the right of access or use it to harass the Tenant.

11. PETS

- No pets allowed, except as required by law.
- Pets allowed, subject to the following conditions:

Permitted types / breeds / size limits: _____

Maximum number of pets: _____

Monthly pet fee (if any): _____

Pet deposit (if any): _____

NOTICE: SERVICE AND SUPPORT ANIMALS (Minn. Stat. 504B.113)

A landlord may not refuse to rent, impose extra fees, or discriminate against a person who uses a service or support animal. A service/support animal is not a pet. No pet fee, deposit, or rent may be charged for such animals.

DECLAWING PROHIBITION (Minn. Stat. 504B.114)

Landlord may not require declawing or devocalization of a cat as a condition of tenancy.

12. TENANT RIGHTS NOTICE

The following rights cannot be waived by any lease provision.

12A. Right to Call Police (Minn. Stat. 504B.205)

Tenant has the right to call police or emergency services. Landlord may not penalize Tenant for such calls.

12B. Tenant Organizing (Minn. Stat. 504B.212)

Tenants may organize and participate in tenant associations. Landlord may not retaliate against Tenant for organizing.

12C. Domestic Violence Early Termination (Minn. Stat. 504B.206)

A victim of domestic abuse, criminal sexual conduct, or stalking may terminate this Lease early with written notice and qualifying documentation. Rent is due through the termination date.

12D. Cannabis (Minn. Stat. 504B.171, subd. 1(c))

Landlord may not penalize Tenant for lawful possession of cannabis. Landlord may prohibit smoking or vaping indoors.

12E. No Self-Help Eviction (Minn. Stat. 504B.225)

Landlord may not lock out Tenant, remove belongings, or shut off utilities without a court order. Self-help eviction is a criminal misdemeanor.

12F. Reciprocal Attorney Fees (Minn. Stat. 504B.172)

If this Lease allows Landlord to recover attorney fees, Tenant is equally entitled to recover attorney fees.

13. TERMINATION AND NOTICE

13A. Notice Requirements

Fixed-Term: Written notice at least one full rental period before expiration, not more than 60 days before (Minn. Stat. 504B.145).

Month-to-Month: One full rental period's written notice (Minn. Stat. 504B.135).

13B. Early Termination

Permitted only by: mutual written agreement; domestic violence provisions (504B.206); active military service (50 U.S.C. 3955); or material breach by either party.

13C. Death or Incapacity (Minn. Stat. 504B.265, 504B.266)

If a sole Tenant dies, the estate may terminate with two months' written notice. If prolonged illness or incapacity makes continuation impracticable, the Tenant or representative may

terminate under 504B.266.

14. PROHIBITED CONDUCT AND HOUSE RULES

Tenant agrees not to:

1. Use the Premises for any unlawful purpose.
2. Cause nuisance or disturbance interfering with neighbors' peaceful enjoyment.
3. Make structural alterations without Landlord's written consent.
4. Assign or sublet without Landlord's written consent.
5. Exceed the occupancy limit of _____ persons.
6. Store hazardous or flammable materials beyond normal household quantities.
7. Tamper with smoke or carbon monoxide detectors.
8. Block hallways, stairwells, or fire exits.

Additional house rules:

15. ADDITIONAL PROVISIONS

15A. Renter's Insurance

- Required: minimum coverage \$ _____. Proof must be provided to Landlord.
- Recommended but not required.

15B. Guests

Any person staying more than _____ consecutive days or _____ days in a calendar year is an occupant who must be approved and added to this Lease.

15C. Smoking

- Prohibited inside and within _____ feet of entrances.
- Permitted in designated areas: _____

15D. Parking

Assigned space(s): _____

Parking rules: _____

15E. Governing Law

Governed by Minnesota law. Actions shall be brought in the district court of the county where the Premises is located.

15F. Severability

If any provision is found invalid, remaining provisions continue in full force.

15G. Entire Agreement

This Lease and all addenda constitute the entire agreement. No oral agreements are binding unless in writing and signed.

15H. Additional Terms

Additional terms:

16. SIGNATURES

By signing below, the parties acknowledge that they have read and understand this Lease, have had the opportunity to seek legal counsel, and agree to be bound by its terms. Landlord shall provide Tenant a signed copy within 14 days (Minn. Stat. 504B.115).

Landlord Signature

Printed Name: _____

Date: _____

Tenant 1 Signature

Printed Name: _____

Date: _____

Tenant 2 Signature (if applicable)

Printed Name: _____

Date: _____

Tenant 3 Signature (if applicable)

Printed Name: _____

Date: _____

LEAD-BASED PAINT DISCLOSURE ADDENDUM

Required for pre-1978 housing (42 U.S.C. 4852d)

This addendum is part of the Residential Lease Agreement for:

Property Address: _____

Landlord's Disclosure

Check one:

- (a) Landlord has knowledge of lead-based paint or hazards. Explain: _____
- (b) Landlord has no knowledge of lead-based paint or hazards.

Check one:

- (c) Landlord has provided all available records and reports. Documents: _____
- (d) Landlord has no reports or records regarding lead paint.

Tenant's Acknowledgment

- Tenant received "Protect Your Family From Lead in Your Home" (EPA pamphlet).
- Tenant received all information listed under Landlord's Disclosure.
- Tenant received a 10-day opportunity to conduct a lead inspection or risk assessment.
- Tenant waived the opportunity for a lead inspection.

Certification

The parties certify that the information provided is true and accurate.

Landlord Signature

Printed Name: _____

Date: _____

Tenant Signature

Printed Name: _____

Date: _____

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