

Appendices, Table of Contents
(Service Plus Blog Post)

Appendix 1, Meldahl-Martin Lease.....PDF pages 2-5

Appendix 2, *Section 2-203 of Model Residential Landlord-Tenant Code*..PDF pages 6-17

Appendix 3, Trial Court Cases re Meldahl’s Service Plus Lease Clause....PDF pages 18-36

Appendix 4, Legislative History of 1971 Minn. Laws ch. 219.....PDF page 37-67

Wtr: 03386

RENTAL AGREEMENT

THIS AGREEMENT is entered into this 7th day of Nov, 20 12,
between Steven Meldahl as landlord,
and Anita Martin, Ralph Martin, LaTonya Williams as tenants.
Tenancy includes the following children 2

In consideration of the rents and the covenants herein specified, said landlord hereby
leases to said tenants those certain premises known as
3335 Olwen Ave N, Mpls Minnesota,
for a period of one year. Said tenants, in consideration of
said lease, hereby covenant as follows:

1. To pay in advance, without deductions or demand, a monthly rent of \$ 1,100 on
the 1st day of each and every month? if said rent is not paid within 7 days of the
due date, tenants agree to pay a \$80.00 late charge. Rent shall be paid or mailed to:
Steve Meldahl, 1223 26th Ave. N. Minneapolis. MN 55411.

If landlord is required to make collection of rent at tenant's residence, tenants
agrees to pay a \$10.00 collection charge each time a collection attempt is made. All
late charges and collection fees are to be paid along with the rent due and will
continue to accrue until they are paid in full. If not paid with the rent due. they
will be deducted from the security damage when the tenant moves out. There will be
a \$50 fee for any NSF checks received. Once the rent is paid late after the 10th of
any month in any 2 months of the tenancy, the rental rate will be automatically raised
permanently \$25 per month. Any unpaid late fees would still accrue.

2. To pay a security and damage deposit of \$ 1,100 \$550 pd + \$550 to be pd by agency. Said "deposit" to be
refunded after vacating if there is no cleaning or no damage beyond ordinary wear
and tear. Additionally, that all keys are returned promptly and that tenants have paid
in full any existing balances if owed to the landlord. That the deposit may not
be applied as rent; and such deposit shall be returned to tenants after vacating of
premises and all lease terms have been complied with. Additional pet deposit of
\$ —. If the tenant vacates the house or breaks the lease prior to the end of
the lease term for any reason, the deposit will automatically be retained as and for
liquidated damages. The cost to "buy out" the lease before the term has expired will
be equal to twice the rental rate.

3. To use said premises as living quarters for residence of said named tenants, and
for no other purpose whatsoever. No other persons shall occupy premises with tenant
except those specified on the rental application without written consent from landlord.
Any consent so given may be withdrawn if, in the opinion of the landlord, new
tenants/roommates are not complying with all of the terms of this rental agreement.
In addition, any additional tenants/roommates not specified in the tenant's rental
application living at the subject property will have to pay \$25 per month in addition
to the agreed upon rent as specified above. Also, any person using the premises as a
mail drop with the knowledge of the tenant, there will be an additional \$25 per
month charge.

3a. To keep no birds, animals, or other pets on the premises without written
consent from landlord; any consent so given may be withdrawn if, in the opinion of
the landlord, such bird, animal, or other pet constitutes a nuisance, causes
complaints from neighbors, or adversely affects the normal maintenance of the
property. The tenant has the following pets: None

4. Tenants agree to pay for the following utilities: All-gas, elec,
wtr, sewer, garbage

5. Not to transfer or assign this agreement, nor let or sub-let the whole or any part of said premises.

6. Not to use said premises for any unlawful or immoral purpose, nor play any musical instrument or radio or stereo or television set before 8:00 a.m. or after 10:00 p.m. loud enough to be heard by other tenants, nor violate any regulations of the Health Board, City Ordinances, Department of Inspections, or Laws of Minnesota.

7. That tenants will not use said premises for any purpose other than as a personal residence, nor for any purpose deemed hazardous by insurance companies or local housing inspectors. The tenants will not allow any electrical, plumbing, building or housing inspectors to enter the premises without the landlord or his representative present. If the tenant allows any inspector in to the premises for any reason without first contacting the landlord to get his permission, the tenant will incur a **\$500 charge** and can be evicted for this action alone.

8. That during said term, tenants will keep said premises in good order, will keep the grass properly cut, will keep the yard free from weeds and all refuse and garbage, and will keep the sidewalks free of snow, ice, and all obstruction. The rental rate has been adjusted to compensate the tenant for maintaining the exterior grounds. If the tenant fails to maintain the yard or keep the sidewalks clear in the winter, after notification to the tenant by the landlord, the landlord may at his option have the problem rectified at the rate of \$40/hour. The tenant will be billed and must reimburse the landlord for this expense. The tenant must notify the landlord in writing of any problems or repairs that the tenant thinks might be needed to or at the property.

9. That tenants will, during said terms, keep said premises in good repair, and will promptly replace and repair all breakages, defacements, and damages caused by tenant's acts and/or negligence, or any damages caused by tenant's children, guests, or neighbors. The tenant must notify the landlord of any injuries sustained on the premises in writing within 48 hours of any accident at the premises suffered by the tenant or guests of the tenant's.

10. That tenants agree not to permit the premises, including woodwork, floors, and walls, or any furniture or fixtures to be damaged or depreciated in any manner, and to pay for any loss, breakage, or damage thereto. Tenants specifically agree that any holes caused by tacks, nails, or screws driven into the walls or woodwork will be repaired by tenants prior to vacating the premises. No painting or other interior alterations are to be made without the written consent of the landlord. Tenants will be responsible for the first \$50 of any service call to repair anything on the premises, unless the repair is needed due to normal wear and tear of the repair as needed.

11. That no washing machines, clothes dryers or waterbeds may be installed in the premises, and no outdoor radio or television aerials of any kind may be installed by tenants, and tenants may not install or permit or allow anyone to install special lighting fixtures, air conditioning appliances, ventilating fans, or any electrical or mechanical equipment in or upon said premises without the consent of landlord first hand obtained.

12. If the rental unit is a single family house, and the City attempts to shut off the water for non payment by the tenant, the landlord can assist the City in shutting off the water inside the dwelling unit until the water bill has been paid in full.

13. Landlord may enter said premises at any time to inspect, repair and maintain same, or to show the property to any prospective buyer or loan or insurance agent,

and in case either party has given notice of termination of the tenancy, to show the premises to any prospective tenant, with a 24 hour prior notice.

14. That no right of storage is given by this agreement. Landlord is not responsible for any accidental damage to person or property in or about the leased premises or building resulting from electrical wiring, or water, rain, or snow, which may come into or issue or flow from any part of said premises or building, or from the pipes, plumbing, gas, sprinklers, or any electric connections thereof, or from any defect in any appliance not caused by the landlord, unless caused by the negligence of landlord or landlord's employees, and the tenants hereby covenant and agree to make no claim for any such loss or damage. The tenants agree to carry Renter's Insurance naming the landlord as an additional loss payee.

15. If tenants leave said premises unoccupied and open to trespass at any time while rent is due and unpaid, landlord may, if desired, take immediate possession thereof and exclude tenants therefrom, removing and storing at the expense of said tenants all property found contained therein.

16. The acceptance by landlord of partial rent payments due shall not, under any circumstances, constitute a waiver of any rights of the landlord at law or under this agreement, nor affect any notice of legal proceedings in Unlawful Detainer Court theretofore given or commenced. Specifically, partial rent payments paid to the landlord after the filing of an Unlawful Detainer Action against the tenant does not end the proceedings in Unlawful Detainer Court. Any monies received by the Landlord after a writ of recovery has been posted on the premises that does not bring the tenant current with any court approved payment plan, does not preclude the landlord from having the tenant forcibly evicted by the sheriff. Landlord's Court appearance fee is \$125/hour to be paid by tenant.

17. After the term of the lease referred to on page 1 has expired, to submit to landlord, a written 32 day minimum notice to TERMINATE TENANCY, to be effective only on the first day of any month. If tenants stay in the premises after the date this agreement ends with the approval of the landlord, and a new written rental agreement has not been entered into, this rental agreement shall be extended under its original terms except: a.) the duration shall be changed to month to month, and b) landlord may raise the rent.

18. That upon termination of said term, or the prior surrender of said premises for default as herein specified; tenants will vacate and surrender said premises to said landlord in as good condition as they now are, or shall hereafter to be placed in.

19. That in case tenants violate any of the terms of the lease, upon notice orally or in writing of such default from the landlord, at the landlord's option, either repair and make good such default, or make arrangements with the landlord to make good any such defaults to the satisfaction of the landlord within 5 days of said notice. The landlord is not required to notify the tenants of all violations of the lease in order to file an Unlawful Detainer action in Court.

20. To pay all court costs and reasonable appearance fees incurred by landlord in enforcing legal action or otherwise any of landlord's rights under this agreement or under any law of this state. If the tenant is evicted or leaves before the term of the lease has expired, tenant is responsible for the rent, utilities, and costs of ads incurred until the dwelling has been rerented. If the tenants are evicted by the sheriff and their property is stored on site, the storage rate will be \$35 per day from the time the sheriff posts the writ of recovery until the tenant makes arrangements to pick up their belongings. The tenant must pay this amount due and the sheriff costs and writ costs before they can collect their belongings.

21. The tenants have read this agreement, and they have not relied upon any oral provisions or warranties made by landlord or his agent in renting or leasing the premises.

22. That the one signing this agreement for tenants warrants that he or she has authority to sign for all other tenants.

23. Any late fees incurred during the lease period and not collected during the lease period will be deducted from the security deposit at the end of the tenancy.

24. Any damages caused by and not repaired by the tenants, and cleaning needed to restore the unit, will be charged by the landlord at the hourly rate of \$40/hour. All tenants who have occupied the property are jointly and severally liable for these costs to repair the property.

25. Any changes in the tenant's job status and/or income must be immediately disclosed to the landlord at any time during the lease period. If not disclosed, the landlord may terminate the lease immediately if this information is not disclosed.

26. Tenant must carry Service Plus with Centerpoint Energy or a comparable policy with an appliance service company to cover the main sewer line and all appliances for the full term of the lease and the rental rate has been adjusted to compensate the tenant for this requirement.

[Signature]
[Signature]

TENANT 11/7/12 DATE

TENANT 11/7/12 DATE

[Signature]

TENANT _____ DATE

LANDLORD/AGENT 11/7/12 DATE

Additional Terms and or Agreements:

.....
.....
.....
.....
.....
.....
.....

J. Levi, P. Hablutzel, L. Rosenberg & J. White, *Model Residential Landlord-Tenant Code* (Tent. Draft 1969) (prepared as a research project of the American Bar Foundation

Copy of Section 2-203 of the Code and pages with associated text follow.

Tentative Draft
prepared as
a research project
of the
American Bar Foundation

Julian H. Levi
Philip Hablutzel
Louis Rosenberg
James White



**Model
Residential
Landlord-
Tenant Code**

Part Two

Landlord Obligations and Tenant Remedies

Introduction

I. LANDLORD'S DUTY GENERALLY

The general rule of existing law is that the lessor of real property has no obligation to insure that the premises be habitable or fit for the purpose intended.¹ This rule, said to be based on the ancient principle of *caveat emptor*,² is singularly inappropriate as applied to urban residential real estate and has been changed by a few statutes.³

There were exceptions to this rule at common law. The "furnished house" exception was based on the reasoning that the parties intended immediate occupancy without time for inspection,⁴ and this reasoning was once hesitantly extended to a modern apartment house.⁵ Other exceptions are applied when a building is under construction at the time of the lease agreement,⁶ or there exist defects known to the landlord but undiscoverable by the tenant on reasonable investigation.⁷

A recent case⁸ in the District of Columbia has sustained the proposition that a lease is unenforceable when the premises do not conform to local building regulations. This case relies on the well established principle that a contract whose performance requires the violation of a police ordinance or statute is unenforceable.⁹ In the District of Columbia, as in some other cities,¹⁰ housing regulations provide that "No persons shall rent or offer to

1. POWELL, REAL PROPERTY Secs. 225(2), 233 (1967).

2. *Id.*

3. See discussion at pp. 36-37 *infra*.

4. *Smith v. Marrable*, 11 M.&W. 5, 152 Eng. Rep. 693 (Ex. 1843); *Pines v. Persson*, 14 Wis. 2d 590, 11 N.W.2d 409 (1961).

5. *Delameter v. Foreman*, 184 Minn. 428, 239 N.W. 148 (1931), noted 16 Minn. L. Rev. 445 (1932).

6. 1 American Law of Property Sec. 3.45 (Casner ed. 1952).

7. See, generally, Note, 35 IND. L. REV. 361 (1960).

8. *Brown v. Southall Co.*, 237 A.2d 834 (D.C.Cir. 1968).

9. *Ewert v. Bluejacket*, 259 U.S. 129, 138 (1922); *Anno.*, 55 A.L.R.2d 481 (1957).

10. *E.g.*, Denver, Rev. Mun. Code Sec. 631.5 (1963).

rent any habitation . . . unless such habitation . . . [is] in a clean, safe and sanitary condition, in repair, and free from rodents or vermin."¹¹ Where no such express prohibition of non-complying rental exists,¹² or where the state has provided by statute for the invalidation of a limited class of contracts,¹³ this case may be unreliable authority.

A similar issue has been litigated often in the context of a home purchase, and a view increasingly accepted is that there is an implied warranty of compliance with local building laws in the sale of a newly completed home.^{13a} If the contract is for construction and sale, such a warranty is almost always found since the contract for construction does not merge in the conveyance.^{13b} Instead of a breach of an implied warranty of compliance, violation of a building code could be found to be an undisclosed encumbrance of title.^{13c}

II. DUTIES IMPOSED BY STATUTE

A number of jurisdictions, justifiably dissatisfied with the workings of caveat emptor, particularly with regard to residential rentals, have reversed the rule. In the United States, perhaps a majority of cities provide, like Hartford, Connecticut, that "No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy."¹⁴ Some states, influenced by the Civil Code, have enacted statutes like California's.¹⁵

The hirer of a thing must repair all deteriorations or injuries thereto occasioned by his want of ordinary care.

The lessor of a building intended for the occupation of human

11. D.C. Housing Regs. Sec. 2304 (1955).

12. *E.g.*, Dallas City Code Secs. 27-1 to -16 (1963 Supp.).

13. *E.g.*, MO. REV. STAT. Sec. 441.020 (1959) provides that use of the premises for gambling or prostitution renders the lease void. It may be argued that, by inference (there being no other statutory provision) the legislature intends that leases for other illegal purposes are enforceable.

13a. *Carpenter v. Donohoe*, 388 P.2d 399 (Colo. 1964); *contra*, *Walton v. Petty*, 107 Ga. App. 753, 131 S.E.2d 655 (1963).

13b. *Schioro v. W.E. Gould & Co.*, 18 Ill. 2d 538, 165 N.E.2d 289 (1960).

13c. *Brunke v. Pharo*, 3 Wis. 2d 628, 89 N.W.2d 221 (1958); *c.f.* *Berger v. Weinstein*, 63 Pa. Super. 153 (1916); *Stone v. Sexsmith*, 28 Wash. 2d 947, 184 P.2d 567 (1947). *See*, generally, FRIEDMAN, CONTRACTS AND CONVEYANCES OF REAL PROPERTY Sec. 3.6 (2d ed. 1963).

In University City, Missouri, V.A., F.H.A., and commercial financiers will not accept a mortgage on non-complying residential property, since a local ordinance provides that the purchaser cannot lawfully take possession without the issuance of a certificate of compliance by the city department of inspection; Housing Code, City of University City, Mo. Secs. 17-21.1, 17-21.3 (1967 am.). *Cf.* ILL. REV. STAT. ch. 29, Secs. 8.21-22 (1967); MICH. STAT. ANN. Secs. 5.2891(1)-(17) (Callaghan, Stat. Rel. No. 10, 1968).

14. Hartford (Conn.) Housing Code Sec. 7.8 (1956).

15. Civ. Code Secs. 1929, 1941 (1954). To the same effect are 41 OKLA. STAT. ANN. Sec. 31 (1951); MONT. REV. CODES ANN. Sec. 42-201 (1947); N.D. REV. CODE Sec. 47-1612 (1959); S.D. CODE Sec. 38.0409 (1939).

beings must, in a condition fit for habitation, free from dilapidations therein mentioned [above].

An English statute provides:

Subject to the provisions of this section, the landlord, if the tenant, contrary, be implied, the landlord during the term of tenancy.

This statute is limited to a certain number of years,¹⁸ and contains no actual application of the doctrine of "habitability" seems to be.

III. TENANT'S EXISTENCE

1. Where the Landlord's Duty is Implied
The established presumption is that, in the absence of agreement to the contrary, the tenant's use and enjoyment of the premises cannot be a remedy for the landlord's breach.

2. Where the Landlord's Duty is Express
When the landlord's duty is express, the tenant rarely has a court enforcement remedy. If the tenant's use and enjoyment of the premises is in violation of an oral agreement collateral to the lease, the court occasionally held that the tenant's use and enjoyment of the premises, in consideration apart from the lease, is not a remedy for the landlord's breach.

16. Housing Act of 1937, Sec. 512.

17. *Ibid.* Secs. (4).

18. *Ibid.* Sec. 6(2) proviso.

19. *See*, generally, HENNING, *supra* note 1, at 200-202 (14th ed. 1964).

20. *See* *Jones v. Green*, 100 N.C. 642 (occasional inclusion in *DANGER* 67-68 (1964)).

20a. *See* discussion at *supra* note 1, at 200.

21. *See* 32 AM. JUR. 2d 100 (1964).

22. *E.g.*, *Frosh v. Sullivan*, 180 N.C. 662, 104 S.E. 4 (1920).

A.L.R. 308 (1943). *Contra*, *Soulier v. Daab*, 85 N.J.L. 100 (1914).

23. *Adler v. Miller*, 200 A.L.R. 1407 (1934).

[is] in a clean, safe and
s or vermin."¹¹ Where no
exists,¹² or where the state
limited class of contracts,¹³

context of a home purchase,
s an implied warranty of
e of a newly completed
d sale, such a warranty is
struction does not merge in
an implied warranty of
ound to be an undisclosed

with the workings of caveat
als, have reversed the rule.
es provide, like Hartford,
o any other occupant any
ry, and fit for human
Civil Code, have enacted

rations or injuries thereto

e occupation of human

s that use of the premises for
e argued that, by inference
intends that leases for other

contra, *Walton v. Petty*, 107

E.2d 289 (1960).

58); *c.f.* *Berger v. Weinstein*,
947, 184 P.2d 567 (1947).
ANCES OF REAL PROPER-

al financiers will not accept a
cal ordinance provides that
issuance of a certificate of
de, City of University City,
AT. ch. 29, Secs. 8.21-22
i, Stat. Rel. No. 10, 1968).

ffect are 41 OKLA. STAT.
12-201 (1947); N.D. REV.

beings must, in the absence of an agreement to the contrary, put it into
a condition fit for such occupation, and repair all subsequent
dilapidations thereof, which render it untenable, except such as are
mentioned [above].

An English statute provides:¹⁶

Subject to the provisions of this Act, in any contract to which this
section applies there shall, notwithstanding any stipulation to the
contrary, be implied the condition that the house is at the commence-
ment of tenancy, and an undertaking that the house will be kept by the
landlord during the tenancy, fit for human habitation

This statute is limited to low rent housing,¹⁷ leases for less than three
years,¹⁸ and contains a further array of exceptions which severely restrict the
actual application of the warranty.¹⁹ Further, the concept of "fit for human
habitation" seems to be vague and unreliable.²⁰

III. TENANT'S EXISTING REMEDIES

1. Where the Landlord Makes No Promise

The established presumption and posture of existing law is that, in the
absence of agreement or statute, the landlord undertakes no duty with regard
to the use and enjoyment of the dwelling unit.^{20a} There being no duty, there
cannot be a remedy for breach.

2. Where the Landlord Promises to Repair

When the landlord's promise to repair or otherwise perform is oral, very
rarely has a court enforced such a promise.²¹ As usual, this general rule has
exceptions. If the tenant can show that the oral agreement is "an independent
oral agreement collateral to the lease," some courts will sustain it.²² It is
occasionally held that the oral promise will be enforced if supported by
consideration apart from the lease.²³ But even where the promise is part of a
written lease, the tenant is not always able to rely on it effectively.

16. Housing Act of 1957, 5 & 6 Eliz. 2, c. 56 Sec. 6(2).

17. *Ibid.* Secs. (4).

18. *Ibid.* Sec. 6(2) proviso.

19. *See*, generally, HILL & REDMAN, LAW OF LANDLORD AND TENANT
200-202 (14th ed. 1964).

20. *See* *Jones v. Green*, [1925] 1 K.B. 659, 668; *Stanton v. Southwick*, [1920] 2
K.B. 642 (occasional incursion by rats does not show unfitness); HARVEY, TENANTS
IN DANGER 67-68 (1964).

20a. *See* discussion at p.35 *supra*.

21. *See* 32 AM. JUR. LANDLORD AND TENANT Secs. 130-37 (1941).

22. *E.g.*, *Frosh v. Sun Drug Co.*, 91 Colo. 440, 16 P.2d 428 (1932); *Bunn v. Wall*,
180 N.C. 662, 104 S.E. 470 (1920); 25 A.L.R. 849 (1918); 88 A.L.R. 1406 (1933); 151
A.L.R. 308 (1943). *Contra*, *Mallard v. Drake*, 131 S.C. 175, 126 S.E. 525 (1925);
Soulier v. Daab, 85 N.J.L. 681, 90 A. 266 (1914).

23. *Adler v. Miller*, 218 Ala. 674, 120 So. 153 (1928); 43 A.L.R. 1494 (1925); 93
A.L.R. 1407 (1934).

Dependence of Covenants. Generally, where the lease provides for certain repairs by the landlord, courts construe such a covenant as independent,²⁴ and thus a failure by the landlord to repair will not defeat the tenant's obligation to pay rent.²⁵ Despite this general rule, modern pleading allows a result substantially equivalent to a finding of dependent covenants. An aggrieved tenant can still wait for the landlord to sue for unpaid rent (or, in some jurisdictions, even possession) and then plead his damages or cost of repairs in set-off, recoupment, or counterclaim. A more ambitious tenant can go to court on his own in an action for breach of contract, or abandon the premises and plead constructive eviction when sued for the rent.

Tenant's Suit for Damages. It is quite clear that when the landlord promises to make particular repairs and later reneges, the tenant may sue in contract for damages.²⁶ This remedy requires, even in the commercial context, that a fairly onerous burden of proof of damages be maintained by the tenant.²⁷ The usual measure of damages is the difference in rental value between the repaired and unrepaired premises.²⁸ Where the expense of making the repairs is small, particularly as compared with the possible liability in the absence of repair that may attach to the landlord, the measure of damages is often found to be the cost of repair.²⁹ Where some actual injury to property or person can be shown, as injury to chattels from an unrepaired leaky roof, this may be an element of recoverable damages,³⁰ but the lessee may also be held to be estopped from claiming such damages by his failure to mitigate by repairing the defect at the landlord's expense.³¹

Repair and Deduct. While, being independent, the landlord's breach of a covenant to repair is not a *bar* to an action for rent, it may, according to local practice, be pleaded in mitigation or extinction of the claim by set-off, recoupment, or counterclaim.³² Thus, since a proper element of damages in some cases is the cost of repair, the tenant can himself remedy the defect upon landlord's default, deduct the expense from his rent, then defend the

24. *Income Properties Inv. Corp. v. Trefethen*, 155 Wash. 493, 284 P. 782 (1930); *Richard' Paul, Inc. v. Union Improv. Co.*, 59 F. Supp. 252 (D.C. Del. 1945); *Ng v. Warren*, 79 Cal. App. 2d 54, 179 P.2d 41 (1947).

25. *E.g.*, *Edwards v. Ward Associates, Inc.*, 367 S.W.2d 390 (Tex. Civ. App. 1963).

26. *Langham's Estate v. Levy*, 198 S.W.2d 747 (Tex. Civ. App. 1947); *Rosen v. Needelman*, 83 So. 2d 113 (Fla. 1955); *Haddock v. Soslow*, 257 App. Div. 906, 12 N.Y.S.2d 138 (1939).

27. *See, e.g.*, *501 De Mers, Inc. v. Fink*, 148 N.W.2d 820 (N.D. 1967).

28. *Noble v. Tweedy*, 90 Cal. App. 2d 738, 203 P.2d 778 (1949); *Electronic Corp. of Am. v. Famous Realty, Inc.*, 87 N.Y.S.2d 169, *aff'd* 275 App. Div. 859, 89 N.Y.S.2d 23 (1949); *Daniels v. Cohen*, 249 Mass. 362, 144 N.E. 237 (1924).

29. *Mills v. Ruppert*, 167 Cal. App. 2d 58, 333 P.2d 818 (1959); *Childress v. Tyson*, 200 Ark. 1129, 143 S.W.2d 45 (1940).

30. *Wolverine Upholstery Co. v. Ammerman*, 1 Mich. App. 235, 135 N.W.2d 572 (1965); *Fred Whitaker Co. v. Cohen*, 7 Pa. D.&C.2d 105 (1956).

31. *Dittman v. McFadden*, 159 Okla. 262, 15 P.2d 139 (1932); *Richard Paul, Inc. v. Union Improv. Co.*, note 24 *supra*.

32. *Kuhn v. Griffin*, 3 Ohio App. 2d 195, 32 Ohio Ops. 2d 278, 209 N.E.2d 824 (1964); *Baumgartner v. Montavon*, 276 Ill. App. 498 (1934).

action for rent with resulting expense.³³ states by suing for pe the grounds of a defa

Constructive Eviction. If a landlord has assumed an obligation of repair and an omission,³⁶ thereby of the premises, successfully against one of "constructive traditional eviction c

Specific Performance. If a landlord has promised to repair in a contract, contrary,³⁹ it seems to be the duty of the landlord to repair in

Section 2-201 Landlord's Duty to Repair
The landlord shall ...
the term and put th

Cross-Referen
Tenant's reme

Section 2-202 Tenant's Remedies
If the landlord fail

33. *Varner v. Wright*, 100 Cal. 2d 100, 328 P.2d 100 (1958). This actually happened to be little doubt of th

34. That the defec damages was *not* available in *Montgomery v. Block*, 100 Cal. 143, 146 P. 423 (1924). *Stores*, 76 N.Y.S.2d 100 (1924). If there is any

35. *Stone v. Sullivan*, 100 Cal. 2d 100, 328 P.2d 100 (1958).

36. *Trustees of State v. Paterson*, 196 (1940); *Paterson Dyett v. Pendleton*, 83 Cal. 2d 100, 328 P.2d 100 (1958).

37. 32 AM. JUR. 2d 100 (1948); 1 American L.

38. 3 Kent's Com. 100 (1948).

39. *Continental & Commercial Bank v. American L.*, 100 N.W.2d 835 (1963).

40. *Galland v. Shuman*, 220 App. Div. 100 (1958).

action for rent with evidence of the landlord's duty and default and tenant's resulting expense.³³ The landlord can avoid the working of this rule in many states by suing for possession in unlawful detainer (or the local equivalent) on the grounds of a default in rent.³⁴

Constructive Eviction. When the landlord has at least by implication assumed an obligation³⁵ that he thereafter breaches by an intentional act or omission,³⁶ thereby depriving the tenant of the use and beneficial enjoyment of the premises, the tenant may abandon the premises and defend successfully against any action by the landlord.³⁷ Such a defense is said to be one of "constructive eviction," which is a new world liberalization of traditional eviction doctrine.³⁸

Specific Performance. Despite language, but not holdings, to the contrary,³⁹ it seems to be fairly well settled that equity will not compel a landlord to repair in accordance with a lease covenant.⁴⁰

Section 2-201 Landlord to Supply Possession of Dwelling Unit

The landlord shall supply the dwelling unit bargained for at the beginning of the term and put the tenant into full possession.

Cross-Reference:

Tenant's remedy, see Sec. 2-202.

Section 2-202 Tenant's Remedies for Failure to Supply Possession

If the landlord fails to put the tenant into full possession of the dwelling unit

33. *Varner v. Wright*, 69 Ark. 344 (1882). Remarkably few cases have arisen in which this actually happened (since landlords rarely covenant to make repairs), but there seems to be little doubt of the rule; see *Anno.*, 28 A.L.R.2d 446, 476-77 (1953).

34. That the defense of breach of covenant "entitling" tenant to withhold his damages was *not* available: *Reaume v. Brennan*, 299 Mich. 305, 300 N.W. 97 (1941); *Montgomery v. Blocher*, 194 Ky. 280, 239 S.W. 46 (1922); *Arnold v. Krigbaum*, 169 Cal. 143, 146 P. 423, Ann. Cas. 1916D at 370 (1915); *contra Fenham, Inc. v. Safeway Stores*, 76 N.Y.S.2d 308 (1947); *Gilbert v. Young*, 266 S.W. 1113 (Tex. Civ. App. 1924). If there is any discernible trend in the case law, it is toward allowing the defense.

35. *Stone v. Sullivan*, 330 Mass. 450, 15 N.E.2d 476 (1938).

36. *Trustees of Sailors' Snug Harbor v. Sugarman*, 264 App. Div. 240, 35 N.Y.S.2d 196 (1940); *Paterson v. Bridges*, 16 Ala. App. 54, 75 So. 260 (1917). The original case is *Dyett v. Pendleton*, 8 Cow. 727 (N.Y. 1826).

37. 32 AM. JUR. LANDLORD AND TENANT Secs. 246-50 (1941); 172 A.L.R. 18 (1948); 1 American Law of Property Sec. 3.51 (Casner ed. 1952).

38. 3 Kent's Commentaries 460 (14th ed. 1873).

39. *Continental & Vogue Health Studios, Inc. v. Abra Corp.*, 369 Mich. 561, 120 N.W.2d 835 (1963).

40. *Galland v. Shubert Theatrical Co.*, 124 Misc. 371, 208 N.Y.S. 144, *rev'd on other grounds* 220 App. Div. 704, 221 N.Y.S. 437 (1925).

Section 2-203 Landlord to Supply and Maintain Fit Dwelling Unit

(1) The landlord shall at all times during the tenancy:

(a) comply with all applicable provisions of any State or local statute, code, regulation, or ordinance governing the maintenance, construction, use, or appearance of the dwelling unit and the property of which it is a part;

(b) keep all areas of his building, grounds, facilities, and appurtenances in a clean and sanitary condition;

(c) make all repairs and arrangements necessary to put and keep the dwelling unit and the appurtenances thereto in as good condition as they were, or ought by law or agreement to have been, at the commencement of tenancy;

(d) maintain all electrical, plumbing, and other facilities supplied by him in good working order;

(e) except in the case of a single family residence, provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, and garbage, and arrange for the frequent removal of such waste; and

(f) except in the case of a single family residence, or where the building is not equipped for the purpose, supply water and hot water as reasonably required by the tenant and supply adequate heat between [October 1] and [May 1].

Where the duty imposed by clause (a) is incompatible with, or greater than, the duty imposed by any other clause of this subsection, the landlord's duty shall be determined by reference to clause (a).

(2) The landlord and tenant of a single family residence may agree by a conspicuous writing independent of the rental agreement that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling, but only if:

(a) the particular work to be performed by the tenant is for the primary benefit of his dwelling unit, and will be substantially consumed during the remaining tenancy; or

(b) adequate consideration apart from any provision of the rental agreement is exchanged for the tenant's promise. In no event under this subsection may the landlord treat performance of this agreement as a condition to any provision of the rental agreement.

(3) The landlord and tenant of any other dwelling unit may agree by a conspicuous writing independent of the rental agreement that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling, but only if:

(a) the work is not necessary to bring a non-complying dwelling unit into compliance with a building or housing code, ordinance, or the like; and

(b) the agreement is supported by adequate consideration apart from the rental agreement. In no event under this subsection may the landlord treat performance of this agreement as a condition to any provision of the rental agreement.

(4) Where a single family residence which is the owner's usual residence is rented during a temporary absence of the owner, the landlord and tenant may agree in writing that the tenant is to perform specified repairs, maintenance tasks, alterations, or remodeling.

Cross-References:

Dependence of covenants generally, see Sec. 2-102(2).

Remedy for defects at beginning of term, see Sec. 2-204.

Remedy for major defects, see Sec. 2-205.

Remedies for failure to supply heat, water, hot water, see Sec. 2-207.

Tenant's right to repair and deduct for minor defects, see Sec. 2-206.

Remedies for fire and casualty damage, see Sec. 2-208.

Tenant's duties generally, see Sec. 2-203.

COMMENT follows section 2-208.

Section 2-204 Tenant May Terminate at Beginning of Term

If the landlord fails to conform exactly to the rental agreement, or if there is a material non-compliance with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises, the tenant may, on notice to the landlord, terminate the rental agreement and vacate the premises at any time during the first week of occupancy. The tenant shall retain this right to terminate beyond the first week of occupancy so long as he remains in possession in reliance on a promise, whether written or oral, by the landlord to correct all or any part of the condition or conditions which would justify termination by the tenant under this section.

Cross-References:

Effect of termination, see Sec. 2-402.

Landlord's duties generally, see Sec. 2-203.

COMMENT follows section 2-208.

Section 2-205 Tenant's Remedy of Termination at Any Time

(1) If there exists any condition which deprives the tenant of a substantial part of the benefit and enjoyment of his bargain, the tenant may notify the landlord in writing of the situation and, if the landlord does not remedy the

situation within [one] need not be given when or poses an imminent tenant may not terminate the tenant, a member of consent.

(2) If the condition negligently by the land a result of the condition tures necessary to obtain

Cross-References:
Effect of termination
Apportionability

COMMENT follows section

COMMENTARY

This section gives much broader.

Constructive e
The doctrine of intentionally acts inferred)³ obligation use and beneficial the tenant vacates

Section 2-206 Tenant's

(1) If the landlord o to repair, maintain, ke manner required by sec fails to remedy such fa tenant to do so, the ten correct the objectionab ately do or have done

1. First asserted in Dyett
2. Trustees of Sailors' 196 (1942); Paterson v. Bri
3. See Stone v. Sullivan,
4. 1 American Law of (1948).
5. 32 Am. Jur. Landlo Scene-in-Action Corp., 340
6. *Anno.*, 75 A.L.R. 11

premises rendered unusable by the fire or casualty, in which case the tenant's liability for rent shall be no more than the market value of that part of the premises which he continues to use and occupy.

Cross-References:

Effect of termination, see Sec. 2-402.

Apportionability of rent, see Sec. 2-301(3).

Landlord right to possession to repair casualty damage, see Sec. 3-202(7).

COMMENT for Sections 2-203 – 2-208

Sections 2-204 through 2-208 are the remedies available to a tenant whenever the landlord breaches an obligation established by section 2-203.

Section 2-203. Subsection (1) is the most important language in the Code, establishing landlord's obligations as to the tenant with regard to the dwelling unit.

If there is a state or local code, it is incorporated by clause (a), but its operation is limited by the remedy provisions (see section 2-102). It is not intended that this general obligation should support remedies by the tenant more extensive than those fairly stated or implied in the Code.

Clauses (b), (c), and (d) apply to all housing arrangements regulated by this article, and establish respectively obligations to keep clean, make all repairs necessary to maintain or make the premises fit, and maintain electrical, plumbing, and other facilities in working order.

Clauses (e) and (f) apply only to apartment building tenants and roomers and boarders (see sections 1-204 and 1-206) and establish the landlord's obligation to take care of waste and to supply heat and water. Single-family dwellings are exempted from these clauses because: First, waste disposal seems appropriately the duty of the tenant of a single-family dwelling, as does the day-to-day provision of heat and water. Second, the single-family tenant is protected from deterioration of heating and plumbing facilities by clauses (c) and (d). Given this protection against unbargained-for deterioration, there would seem to be no policy reason why the tenant cannot bargain for a run-down unit with the intention of making his own repairs. Where there are codes governing, the duty to make any necessary repairs may be shifted to the landlord by operation of clause (c).

A difficulty in formulating subsections (2) and (3) is the problem of allowing bona fide bargaining with regard to some functions, while avoiding the possibility of adhesion contracts which shift the responsibility of maintenance without actual agreement by the tenant. Since the landlord usually occupies an impregnable bargaining position, it may be assumed that any responsibility placed on the landlord which can be waived, will be waived.

Subsection (2) in relation to a or if the separate

Subsection (3) (in which case t In neither case termination of t

Section 2-204 a material nonc supply a promis the first week o reliance on a pr terminate.

Section 2-205 deprives him of bargain." The te whatever is defe uninhabitable.

A right of ac the condition co to acquire adequ

Section 2-206 failure to do so discovery of the after two weeks necessary work submitting rece deduct a full m four weeks to co

Hypotheti

Tenant the landl another n then does

The la dwelling u rent (secti happened

(1) Th reasonable proceeding

(2) Th large, or t

Subsection (2) allows a landlord and tenant to shift maintenance burdens in relation to a single-family dwelling if the work is for the tenant's benefit, or if the separate work agreement is supported by adequate consideration.

Subsection (3) allows shifting in any other context if no code intervenes (in which case the landlord must perform), and adequate consideration flows. In neither case can a failure by the tenant be relied on as grounds for termination of the lease.

Section 2-204 allows a tenant to terminate the rental agreement if there is a material nonconformity with any code, or any failure by the landlord to supply a promised feature or facility. This remedy must be invoked within the first week of occupancy, except that a tenant who remains in residence in reliance on a promise to remedy by the landlord does not waive his right to terminate.

Section 2-205 allows a tenant to terminate for any condition which deprives him of "a substantial part of the benefit and enjoyment of his bargain." The tenant is to extend a week's grace to the landlord to put right whatever is defective, unless the condition is such as to render the premises uninhabitable.

A right of action against a landlord who deliberately or negligently causes the condition complained of is given, which may include any costs necessary to acquire adequate substitute housing.

Section 2-206 extends to the tenant the right to repair on the landlord's failure to do so, and to deduct the expense of the repair from his rent. Upon discovery of the defect, the tenant informs the landlord of it in writing. If, after two weeks, the landlord has not performed, the tenant may have the necessary work done and charge the landlord for it, up to [fifty] dollars, by submitting receipts for the expenditure instead of rent. The tenant can deduct a full month's rent if he obtains an estimate and allows the landlord four weeks to comment.

Hypothetical:

Tenant discovers a defect and informs the landlord in writing. Upon the landlord's failure to respond, the tenant subsequently sends him another note informing him that the tenant will repair and deduct, and then does so.

The landlord, incensed, brings a proceeding for possession of the dwelling unit on the theory that the tenant has failed to pay the agreed rent (section 3-202(2)). The tenant appears in court and explains what happened (section 3-211).

(1) The court may thereupon find that the tenant's deduction was reasonable, and therefore that the proceeding fails (the grounds for the proceeding being "wrongful" failure to pay rent).

(2) The court may find that the deduction was justified but too large, or that the tenant should not have charged any such repair to the

landlord at all. The tenant may thereupon stay judgment by paying the rent found owing plus limited court costs (sections 3-213(4) and 3-217) whereupon the proceedings are automatically stayed.

The section further requires that the tenant notify any other tenants concerned and not inconvenience them unduly.

Section 2-207 provides alternative remedies for (1) failure to provide hot water and (2) failure to supply adequate heat or water.

The tenant may either terminate the rental agreement or keep one-fourth of the rent if the landlord fails to provide hot water after notice of its lack.

The tenant may either terminate the rental agreement or procure substitute housing at the landlord's expense for failure to supply any water or adequate heat.

Section 2-208 allows the tenant to vacate all or part of premises rendered unusable by fire or casualty. Vacation of part of the premises entitles the tenant to abate the rent according to the usable portion's fair market value. The landlord may regain possession, however, under section 3-202(7), when necessary to repair damages caused by the fire or casualty.

Section 2-301 Re

(1) The landlo
absence of such a
sum for the use an

(2) Rent shall
Unless otherwise
any term for one
the beginning of

(3) Except f
apportionable fro

Cross-Refer
Effect of te
Security de

COMMENT

Subsection (1)
subsection was
consideration at
this regard. Sub
compensation. T

Subsection (2)
of when and wh
rent accrues. TH
is consistent wit

Subsection (3)
non-apportiona
rents as accruin
seen by reading

STATE OF MINNESOTA

COUNTY OF HENNEPIN

FILED

2009 OCT 15 PM 2:44

DISTRICT COURT

JUDICIAL DISTRICT

HOUSING DIVISION

*This is not from
Appeal Referee
Decision*

*Plaintiff's
Insurance OK*

Steven Meldahl,

Plaintiff,

vs.

Rena Bloodsaw,

Defendant.

ORDER

Court File No. 27-CV-HC-09-6540

Service OK
Exhibit OK
OK

The above-entitled matter was heard by the Honorable Ronald L. Abrams on October 15, 2009, on Defendant's request for a review of the recommended order and findings of the Housing Court Referee by a District Court Judge. Plaintiff, Steven Meldahl, was personally present and appeared pro se. Lawrence McDonough, Esq., represented the Defendant, who was personally present.

Defendant requests review of an order by The Honorable Mark Labine, dated September 2, 2009 ("Referee's Order"). Defendant's supporting lists eight separate errors by Referee Labine:

1. Failure to rule on Defendant's claim that Plaintiff failed to comply with Minn. Stat. § 504B.181;
2. Improperly placing the burden on Defendant to prove that she paid rent and deposit;
3. Improperly excluding Exhibit C and limiting Defendant's witness testimony on relevant information;
4. Failure to rule on Defendant's claim that Plaintiff's rental of the property to Defendant without obtaining a rental license rendered the lease illegal and unenforceable;
5. Improperly placing the burden on Defendant to notify Plaintiff in writing in order to secure her right to inhabitable housing;
6. Failing to rule on Defendant's claims that Plaintiff's late fees were improper;
7. Improperly ruling that the lease's requirement that Defendant pay for Service Plus and renter's insurance did not violate Minn. Stat. § 504B.161;
8. Improperly taking on the role of Plaintiff's counsel and cross-examining Defendant and her counsel.

*Copy
Pl.
Def. Atty*

Exhibit 37

33. Paragraph 8 of the Lease requires the tenant to keep the premises in good order. Paragraph 14 of the Lease requires the tenant to keep renter's insurance, naming the landlord as an additional loss payee. Paragraph 25 requires the tenant to cover Service Plus with Minnegasco, or a comparable policy with an appliance service company. Paragraph 25 specifically states that the rental rate has been adjusted to compensate the tenant for the Service Plus requirement.
34. The Lease complies with all statutory requirements. *See* Minn. Stat. § 504B.161. The Lease, by its terms, provides adequate consideration, set forth in a conspicuous writing, for tenant to have the Service Plus agreement. The lease does not shift the burden from Plaintiff to Defendant to keep the leased property habitable. The requirement to have renter's insurance provides liability protection to the tenant for tenant's negligence.) *
35. No credible evidence was received that supports Defendant's position that the Lease shifts Plaintiff's burden for properly maintaining the leased property to Defendant. The Lease provision protects both the tenant and the landlord for items covered through renter's insurance. The Court will not reverse the Referee's Order.) *
36. The Notice of Request for Judge Review also challenges the Lease as unenforceable because of several allegedly illegal and unenforceable terms without a severability clause. The Service Plus and the renter's insurance issues were discussed above. Paragraph 8 of the Lease requires Defendant to maintain the exterior grounds of the house and provides that the rental rate has been adjusted for that responsibility. Paragraph 15 of the Lease allows the Plaintiff to take immediate possession of the property if the premises are unoccupied and open to trespass if rent is due and unpaid. Paragraph 16 provides an appearance fee for Plaintiff in Unlawful Detainer actions. All these provisions are lawful and enforceable.)

Referee's Conduct

37. The Referee had the difficult task of trying to follow Defendant's confusing and contradictory testimony. The Defendant did not answer the questions posed.
38. Plaintiff appeared pro se. The Rules of Civil Procedure and the Rules of Evidence apply equally to a pro se and a represented party. The Referee had the challenge of requiring the pro se litigant to follow the Rules of Procedure, the Rules of Evidence and proper courtroom decorum.
39. The Referee was the fact finder. The Referee appropriately controlled the Courtroom. The Referee asked relevant and probative questions to all the witnesses. The Referee correctly focused the inquiry to the issues properly before the Court.

FILED

2017 MAY 15 AM 11:44

State of Minnesota Hennepin County	DEPUTY DISTRICT COURT
District Court Judicial District: Fourth Court File Number: 27-CV-HC-17-1884 Case Type: Housing	

Akeron X
 OK

Steven Meldahl
Plaintiff

**Eviction Action – Findings of
Fact, Conclusions of Law,
Order and Judgment
(Minn. Stat. § 504B.285, 504B.345)**

vs.

Tarshekia Jones
Defendant.

This matter came on for trial/hearing before the Honorable Mark Labine, Referee of Housing Court, on May 15, 2017.

The Plaintiff was present. Plaintiff shall hereinafter be referred to as Landlord. The Defendant was present. Defendant shall hereinafter be referred to as Tenant.

Mark Iris, Attorney for Tenant appeared.

Based upon the verified petition, testimony, evidence, and arguments presented, and all of the files, records, and proceedings, the Court makes the following:

Findings Of Fact

1. This matter involves leased property located at 2219 29th Ave North, Apt. 2, Minneapolis, Minnesota 55411. This is a month to month lease and monthly rent is \$700.00.
2. Tenant failed to pay rent for April, 2017 at the time the complaint was filed. Tenant has deposited \$1,400 into court as per the order filed May 3, 2017.
3. Tenant alleges Landlord failed to comply with Minn. Stat. §504B.181.
4. Minn. Stat. 504B.181 requires disclosure to Tenants in the rental agreement or prior to commencement of the tenancy the name and address of the person authorized to manage the premises and the Landlord or agent authorized to accept service of process. Under 504B.181, this information must be posted on the property in a conspicuous place on the premises. Subdivision 4 of this statute states that the Landlord cannot bring an action against Tenant unless the name and address has **either been known** by or disclosed to the Tenant at least 30 days prior to the initiation of any action.
5. Landlord's name and address is clearly disclosed on the written lease signed by Tenant. In fact, Tenant delivered her monthly rent to Landlord's address located at 26th Ave North in Minneapolis. Landlord has complied with Minn. Stat. 504B.181.

6. Tenant alleged that Landlord failed to make repairs.

7. The order setting this matter for hearing did not state that issues regarding Landlord failing to make repairs or Landlord failing to comply with Minn. Stat. 504B.385 would be addressed. Therefore, Landlord did not have proper notice to respond to this issue being raised by Tenant.

8. Tenant testified she sent text messages to Landlord about repairs. However, section 8 of the written lease clearly states that Tenant must notify Landlord in writing of any problems or repairs in writing, which includes emails. This section clearly states that texts are not acceptable.

9. Tenant never gave Landlord any written notice of her requests for repairs. She testified she sent Landlord texts, but Landlord denies receiving these, and texts are not allowed under the lease.

10. Tenant wants Landlord to address concerns she has about rodents at the Leased Property, and holes that allow the rodents access. Landlord agrees to address this complaint.

11. Tenant complains that the floor in her bathroom is rising and she is concerned there is a water problem. Landlord agrees to address this complaint.

12. Tenant complains that her oven in her stove does not work. However, the lease requires Tenant to carry service plus with with Centerpoint energy to address all repair issues with appliances.

13. Tenant complains that the back of the Leased Property has burnt walls. However, this is not part of the living area and is a back storeroom only. The court will not order to Landlord to make repairs here unless required by the Housing Inspector.

14. Tenant stated that the Housing Inspector is coming to inspect the Leased Property. Tenant needs to give Landlord notice of the time the Housing Inspector is coming to the property.

15. COMPLAINT: Landlord proved the following facts by a preponderance of the evidence.

a. Compliance with Minn. Stat. §504B.181.

b. Nonpayment of rent of \$700 for April, 2017. Rent for May in the amount of \$700 was deposited with the court. Landlord has incurred court costs of \$324.00. Therefore, Tenant shall be allowed to redeem her tenancy by paying to Landlord \$1,724.00. After receiving credit for the amount in escrow, Tenant owes Landlord \$324.00 to redeem.

Conclusions Of Law

1. An eviction action is a summary proceeding to determine only the extant possessory rights to property. See Minn. Stat. 504B.001 subd. 4 (2016). A Landlord is entitled to possession by eviction when a Tenant holds over "contrary to the conditions or covenants of the lease or agreement under which that person holds." Minn. Stat. 504B.285 subd. 1(2) (2016).

2. On review of a district court judgment in an eviction action, the Court of Appeals shall defer to the district court's credibility determinations and rely on its factual findings unless they are clearly erroneous. See Cimarron Village v. Washington 659 N.W.2d 811, 817-18 (Minn. App. 2003).

3. In an eviction proceeding, "the only issue for determination is whether the facts alleged in the complaint are true." Minneapolis Community Development Agency vs. Smallwood 379 N.W.2d 555 (Minn. App. 1985) review denied (Minn. February 19, 1986).

Order

1. REDEMPTION: Tenant may redeem the leased property by paying to Landlord \$324.00 by ~~May 19, 2017~~. If not, a judgment and writ shall issue by default.

2. RENT DISBURSEMENT: The rent now on deposit with the Court shall be released as follows: \$1,400.00 to Landlord and \$0.00 to Tenant.

3. SERVICE OF ORDER: The Clerk of Court shall either give to the parties or mail to the parties by first class mail a copy of this Order, or e-serve the order to attorneys/and/or parties if they are set up for e-filing.

4. EXHIBITS: Parties are informed, pursuant to Rule 128 of the Rules of Practice for Civil Actions, it is the duty of the party offering exhibits during a trial to remove the exhibits from the custody of the Court. Parties may request the return of their exhibits after 15 days from the time allowed for appeal of the final decision has passed. Failure to request removal of the exhibits could result in the exhibits being part of the public record or could result in the exhibits being destroyed by the Court.

5. OTHER: Landlord shall go to to the Leased Property and address the following complaints made by Tenant:

- address concerns she has about rodents at the Leased Property, and holes that allow the rodents access.
- Address concern about floor in bathroom rising and concern there is a water problem.

16. Landlord shall have 14 days from the date of this order to address Tenant's complaint and make the necessary repairs needed.

17. Landlord shall have the right, as allowed by the lease, to be present when the Housing Inspector inspects the Leased Property.

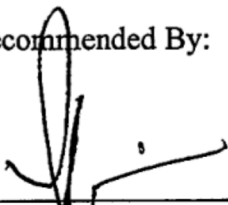
18. Since the lease requires Tenant to carry a service plus plan with Centerpoint energy to cover appliance repairs, the court will not require Landlord to address any repair issues with the stove at this time.

19. Tenant complains that the back of the Leased Property has burnt walls. However, this is not part of the living area and is a back storeroom only. The court will not require Landlord to make repairs unless it is ordered by the Housing Inspector.

Let Judgment Be Entered Accordingly

Recommended By:

By the Court:



Mark Labine
Housing Court Referee

May 15, 2017

Judge

May 15, 2017

Judgment

I hereby certify that the above Order constitutes the entry of Judgment of the Court.

Dated: _____

By: _____
Deputy Court Administrator

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Steven Meldahl,
Plaintiff,

v.

Tarshkia Jones,
Defendant.

Judge Shereen Askalani
Case Type: Eviction

Housing Court Judicial Review
Decision & Order

Case No. 27-CV-HC-17-1884

The above-entitled matter came before the Honorable Shereen Askalani, Judge of District Court, on June 15, 2017, on Plaintiff's Defendant's request for judicial review of Referee Mark Labine's recommended decision filed May 15, 2017 (MNCIS Doc. No. 15) (the "Referee's Decision").

Plaintiff did not appear.

Defendant appeared with counsel, Mark Iris.

Based upon the arguments presented, all the files, and records herein, the court makes as follows:

Findings of Fact and Conclusions of Law

I. Procedural Posture.

1. Plaintiff filed the underlying eviction action on April 18, 2017. (MNCIS Doc. No. 1).

A. The First Appearance of May 3, 2017.

2. The matter came on for hearing before Referee Draeger on May 3, 2017.
3. Referee Draeger's Order filed May 3, 2017 (the "Draeger Order;" MNCIS Doc. No. 9), indicates that the parties appeared and the matter was set for trial on May 8, 2017.¹ The Draeger Order indicates that Plaintiff dismissed

¹ This trial date was continued to May 15, 2017, after Plaintiff filed a Notice of Removal (see MNCIS Doc. Nos. 12 & 13).

his breach of lease count, and that the Defendant raised an affirmative defense, claiming that Plaintiff failed to comply with Minn. Stat. 504B.181.²

4. The Draeger Order does not clearly state that Defendant raised a defense under Minn. Stat. 504B.161 and *Fritz v. Warthen*, 213 N.W.2d 339 (Minn. 1973).³
5. Following *Fritz*, a tenant is allowed to plead a landlords failure to abide by the statutory covenants of habitability (now codified at Minn. Stat. 504B.161) as a defense to an eviction action for nonpayment of rent. This is commonly referred to as a "*Fritz*" or a "habitability" defense.
6. This was, likely, a scrivener's error in the Draeger Order, as the Transcript of the May 3, 2017 hearing (MNCIS Doc. No. 14; the "May 3 Transcript,") demonstrates that Defendant's counsel stated: "[W]e will be raising *Fritz* defenses." Plaintiff replied: "Standard ploy," - indicating that Plaintiff knows what a "*Fritz* defense" is. (May 3 Transcript, at pp. 14-15; ll. 24-2).
7. Referee Draeger responds: "You are going to be raising *Fritz* defenses?" and Defendant's counsel states: "Yes. There are habitability concerns." (May 3 Transcript, at p. 15; ll. 3-6).

B. The Answer of May 4, 2017.

8. On May 4, 2017 - the day after the first appearance - Defendant filed an Answer and an affidavit of service by mail (MNCIS Doc. Nos. 10 and 11).
9. The Answer, at page 1, specifically alleges that "Plaintiff has violated the covenants of habitability by not making repairs. Defendant requests that the [C]ourt reduce past rent and reduce future rent until repairs are completed." The Answer cites Minn. Stat. 504B.161 and *Fritz* as authority for this affirmative defense.
10. The Affidavit of Service By US Mail indicates that the Answer was served by mail on Plaintiff by mailing a copy to Steven Meldahl, 1223 26th Avenue North, Minneapolis, Minnesota 55411. This is the same address Mr. Meldahl has

² Minnesota Statutes Section 504B.335 allows defendants to interpose an answer at the first hearing. See also Minn. Gen. R. Prac. 507.

³ However, the transcript of the May 3, 2017 hearing does demonstrate that Defendant articulated a *Fritz* defense. This will be addressed below.

provided to the Court pursuant to Minn. Gen. R. Prac. 13.⁴

C. The Trial of May 15, 2017.

11. Referee Labine, who was not present at the first appearance of May 3, 2017, presided over the trial in this matter on May 15, 2017.
12. The transcript of the trial of May 15, 2017 (the "May 15 Transcript") indicates that Defendant was prepared to litigate her *Fritz* defense, but Referee Labine had concerns about whether the Plaintiff had been given proper notice of the *Fritz* defense. Specifically, Referee Labine asks, "Was there a *Fritz* discussion at the last hearing; do you recall?" Mr. Meldahl responds: "Not that I recall."⁵ (May 15 Transcript, p. 4; ll. 12-14).
13. Referee Labine then examines the Draeger Order, notes that it does not specifically indicate that the *Fritz* defense was raised, and states: "demonstrates that Defendant was prepared to try her *Fritz* defense: "The [Draeger O]rder doesn't say anything about addressing the *Fritz* defense. That's the problem. That's why I'm doing this. ... If this said *Fritz* [defense], if this was clear, I wouldn't do it this way, but I'm doing it this way because the order is a little bit confusing." (May 15 Transcript, at p. 9; ll. 5-12).
14. Referee Labine prevented Defendant's counsel from eliciting testimony about the rent abatement. (May 15, Transcript, at p. 12; ll. 14-26; and p. 13; ll. 1-19).

D. Referee Labine's Order of May 15, 2017.

15. Referee Labine's recommended Order was filed on May 15, 2017 (the "Labine Order;" MNCIS Doc. No. 15).
16. The Labine Order entered judgment in favor of Plaintiff, disbursed the escrowed rent to Plaintiff, and ordered Defendant to pay court filing costs as a condition of redemption. See Minn. Stat. 504B.291, subd. 1.

E. Defendant's Notice of Request for Judge Review

17. Plaintiff Defendant's Notice of Request for Judge Review (the "Judge

⁴ The Court notes that Minnesota has adopted a version of the "mailbox rule" – see *In re: Nelson's Estate*, 231 N.W. 218 (Minn. 1930). However, for reasons below, the Court need not decide whether the Answer was delivered.

⁵ Notwithstanding that Mr. Meldahl referred to the *Fritz* defense as a "standard ploy" on May 3, 2017.

Review Request;" MNCIS Doc. No. 18) argues that the Referee Labine erred as a matter of law by denying Defendant a full hearing on her habitability defense. Specifically, Defendant asserts that: "During the hearing, the Court did not permit the Defendant to fully present evidence on her habitability defense." (Judge Review Request, at p. 2).

II. Standard of Review.

18. "A party not in default" may seek judge review of Housing Court Referee's "decision or sentence" by filing a proper and timely notice of review. Minn. Gen. R. Prac. 611(a).
19. "A judge's review of a decision recommended by the referee shall be based upon the record established before the referee." Minn. Gen. R. Prac. 611(a) (emphasis added).
20. The Referee's findings of fact shall not be set aside unless clearly erroneous. Minn. R. Civ. P. 52.01("Findings of fact, whether based on oral or documentary evidence, shall not be set aside unless clearly erroneous, and due regard shall be given to the opportunity of the trial court to judge the credibility of the witnesses. The findings of a referee ... shall be considered as the findings of the court."); *Sejkow v. Sejkow*, 427 N.W.2d 203, 210 (Minn. 1988) ("Deference must be given to the opportunity of the trial court to assess the credibility of the witnesses.").
21. A referee's conclusions of law are reviewed *de novo*, but the referee's application of the law to the facts is reviewed for "clear error." *In re Disciplinary Action against Ulanowski*, 800 N.W.2d 785, 793 (Minn. 2011).

II. Review of the Referee's Decision.

A. The Fritz Defense.

22. As a threshold matter, the Defendant properly raised a *Fritz* defense at the first appearance of May 3, 2017. See May 3 Transcript, at pp. 14-15; II. 24-2; Minn. Stat. 504B.335.
23. The Draeger Order contains a scrivener's error: it fails to memorialize that the Defendant raised the *Fritz* defense. But the transcript is clear that Referee Draeger recognized that the *Fritz* defense was made at the May 3, 2017, hearing.

24. "Because the statutory covenants of habitability [currently codified at Minn. Stat. 504B.161] are made a part of every residential lease and are mutual with the covenant to pay rent, the rent, or at least part of it, is not due under the terms of the lease when the landlord has breached the statutory covenants." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973).
25. Under the plain language of *Fritz*, a Court deciding a habitability defense must decide: (i) whether the landlord has violated the statutory covenants of habitability, and, if so, (ii) what amount of rent should be abated?
26. As noted above, Referee Labine specifically disallowed Defendant's counsel from inquiring about the nature and extent of the alleged violations of the statutory covenants of habitability, and specifically forbade counsel from eliciting testimony about "abatement" - that is to say, what part of the rent should not be found due and owing.
27. This ruling effectively prevented Defendant from arguing her legally-recognized *Fritz* defense.
28. While Referee Labine did not have access to the May 3 Transcript at that time, Defendant's counsel did indicate that he had *also* filed and served an Answer raising the habitability defense. The May 15 Transcript and the Labine Order do not indicate that Referee Labine decided that the Answer was ineffectively served.
29. Because Defendant properly raised her *Fritz* defense at the May 3, 2017, hearing and in the Answer filed May 4, 2017, Referee Labine erred as a matter of law by denying Defendant an opportunity to provide meaningful, relevant testimony under *Fritz*.
30. Further, Referee Labine's own statements on the record May 15, 2017, indicate that if the Draeger Order mentioned a *Fritz* defense, he would conduct the hearing differently.
31. It would be fundamentally unjust to deny Defendant the benefit of a legally recognized defense because of the Court's own scrivener's error in the Draeger Order. For this reason alone, the judgment in this case must be vacated and

remanded for an evidentiary hearing on the *Fritz* defense.⁶

B. Miscellaneous Issues.

32. While Defendant raises other ancillary issues, the record is not ripe to decide them at this point. There does appear to be a fundamental disagreement about whether a tenant must give 14 days notice of repair issues before raising a *Fritz* defense. Defendant's counsel argues that Referee Labine conflates the requirements of a *Fritz* defense with the requirements of a tenant-initiated rent escrow action brought under Minn. Stat. 504B.385.
33. There are several distinctions that can be drawn between *Fritz* defenses and tenants' rent escrow actions under Minn. Stat. 504B.385. *Fritz* is more limited than a rent escrow action: *Fritz* merely creates a defense to the amount of rent a landlord claims due and owing; a rent escrow action allows for much more extensive relief – under the remedies statute, Minn. Stat. 504B.425. Arguably, it is reasonable to require more notice for a rent escrow action than for a *Fritz* defense because a rent escrow action allows for broader and more sweeping relief than a *Fritz* defense. Further, the *Fritz* defense was created in 1973; the first rent escrow statute did not take effect until 1989. Can the Court impose the rent escrow statute's requirements on an affirmative defense that existed 16 years before the first rent escrow statute?
34. The Court is unaware of any *published* appellate case that address this issue squarely, but there is at least one *unpublished* appellate case that appears to conflate the *Fritz* defense with the rent escrow statute. See *Ellis v. Thompson*, 2015WL3823190 (Minn. Ct. App. 2017)(unpublished). But, as an unpublished case argued by *pro se* appellants, the District Court is mindful of *Dynamic Air, Inc. v. Bloch*, 502 N.W.2d 796, 801 (Minn. Ct. App. 1993) and its admonition that: "The legislature has unequivocally provided that unpublished opinions are not precedential. We remind the bench and bar firmly that neither the trial courts nor practitioners are to rely on unpublished opinions as binding precedent." (emphasis added).
35. Because the record made before Referee Labine on the issue of the amount of notice

⁶ The May 15 Transcript indicates that Plaintiff claimed he did not know the basis of the *Fritz* defense. However, the May 3 Transcript demonstrates that Plaintiff (i) knew Defendant raised a *Fritz* defense, and (ii) knew what a *Fritz* defense is ("Standard ploy"). Because Minn. Gen. R. Prac. 611 allows for informal discovery in Housing Court, and given Plaintiff's 45 years' experience as a landlord (May 15 Transcript, p. 14; ll. 23-24), it seems like it was possible for Plaintiff to have resolved any confusion he had about the claimed defense. Minnesota is a "notice pleading" state, and Defendant certainly gave notice of the defense.

(if any) required under *Fritz* is not well-developed, and because the issue is not specifically addressed in the Labine Order, the Court will neither affirm Referee Labine nor hold that he has clearly erred on this issue; rather, the parties should address the legal requirements of notice and develop the record on remand.

36. None of the other issues raised in the Judge Review Request are ripe for decision before Referee Labine has an opportunity to develop the record on remand and, accordingly, the Court declines to address them at this time.

Order

1. The Labine Order is REVERSED and REMANDED for an evidentiary hearing on Defendant's habitability defense and argument on the amount of notice - if any - required for a *Fritz* defense.
2. Accordingly, the Order for Judgment and Judgment entered May 25, 2017 (MNCIS Doc. No. 33) and the Writ of Recovery of Premises of May 25, 2017 (MNCIS Doc. No. 33) are both VACATED. All request for relief following vacation of the Order for Judgment and Writ of Recovery of Premises shall be directed to Referee Labine by written motion.
3. The Clerk of Court is ordered to e-serve a copy of this Order on counsel and mail a copy to unrepresented parties.

By the Court:

Dated: 8/3/17

Shereen Askalani

The Honorable Shereen Askalani
Judge of District Court

State of Minnesota

District Court

Hennepin County

Judicial District: Fourth
Court File Number: 27-CV-HC-18-2358
Case Type: Housing

Steven Meldahl,
Plaintiff,

vs.

[REDACTED]

Defendant.

**Eviction Action – Findings of
Fact, Conclusions of Law,
Order and Judgment
(Minn. Stat. §§ 504B.285, 504B.345)**

This matter came on for trial before the Honorable Melissa J. Houghtaling, Referee of District Court, on June 27, 2018 and July 5 and 17, 2018.

Plaintiff was present and self-represented. Plaintiff shall hereinafter be referred to as Landlord. Defendant, [REDACTED] was present. Defendant shall hereinafter be referred to as Tenant. Attorney Mark Iris, Esq. appeared as attorney for Tenant.

Based upon the verified petition, testimony, evidence, and arguments presented, and all of the files, records, and proceedings, the Court makes the following:

Findings of Fact

1. This matter involves residential rental property located at 317 23rd Avenue N., Minneapolis, Minnesota, Hennepin County, Minnesota 55411.
2. The parties entered a written lease effective from July 1, 2016 for a period of one year. The current rent amount is \$1,050.00 per month. See *Exhibit F*.¹
3. On June 6, 2018, Landlord commenced an eviction action against Tenant, alleging:
 - a. Nonpayment of rent in the amount of \$940 for May 2018 and \$1,180 for June 2018; and
 - b. Breach of lease by failing to mow the yard, maintain service plus, and pay water bill of \$195.00.
4. Tenant did not file a written answer to the complaint but appeared on June 22, 2018 at the initial hearing in this matter to deny Landlord’s allegations and claimed a *Fritz* defense to the non-payment of rent.
5. At the initial appearance, Landlord amended his complaint and dismissed the breach of lease claims.

¹ Three leases were introduced as alleged Lease agreements between the parties. See *Exhibits 16, 25, & F*. Exhibit F, Tenant’s proposed Lease agreement, is the original and effective agreement. *Exhibit F*. Landlord’s proposed Lease agreement contains a page 2 which is different from Tenant’s copy and clearly modifies the original agreement in paragraphs 6, 7, 8, & 9.

6. The Court set this matter for court trial on June 27, 2018 on the issues of amount of rent due and Tenant's *Fritz*/habitability defense.

7. The Court required Tenant to deposit \$1,370.00 as rent security for non-payment of rent into Court by June 26, 2018.

8. On June 25, 2018, Tenant deposited the required security into Court.

9. On June 27, 2018, the Court held an evidentiary hearing and took the matter under advisement.

10. At the close of the hearing, Landlord requested the rent on deposit with the court be released and dismissed his request for a writ of recovery or additional funds.

11. On June 29, 2018, Tenant's attorney filed a motion to re-open the record citing newly discovered information previously unavailable to the Tenant.

12. The Court granted Tenant's request to re-open the record and scheduled hearings on July 5, 2018 and July 17, 2018 for further testimony. The Court Ordered Tenant deposit \$900.00 for July 2018 rent into Court.

13. Tenant deposited \$900.00 into Court on July 9, 2018.

14. The parties were to submit written closing argument on or before July 20, 2018 and the matter was taken under advisement on July 25, 2018.

15. Tenant has \$3,170.00 on deposit with the court.

16. COMPLAINT: Landlord proved the allegations in the complaint but withdrew his request for a writ of recovery at the conclusion of the trial.

17. Tenant's lease agreement requires Tenant to pay \$1,100 per month in rent with a \$50 credit for Tenant providing lawn and snow removal for a total due each month of \$1,050.

18. On February 15, 2018, Landlord notified Tenant that her rent was increasing to \$1,100 per month. *Exhibit 21*.

19. Landlord's Complaint alleged Tenant had not paid \$940 for rent in May 2018 and \$1,180 for June 2018 rent and late fee for a total due of \$2,120.

20. Tenant disputed the amount claimed due by Landlord and deposited \$1,370 into the Court as the undisputed amount of rent due.

21. Tenant provided receipts for money orders dated May 7, 2018 totaling \$900. *Exhibit A*. Accordingly, Tenant's rent due balance with Landlord as of June 6, 2018 was \$1,460.

22. Landlord and Tenant submitted conflicting versions of the Lease agreement. *Exhibits 16, 25, & F.*

23. Tenant's copy of the Lease Agreement, *Exhibit F*, is the true version of the parties' agreement. It contains no "administrative fee of \$100" or "\$150 per hour" reimbursement rate to Landlord. Landlord's version of the lease submitted at trial, *Exhibit 16*, is invalid and clearly changes the agreements on page 2 increasing charges.

24. While Landlord submitted notices from the city dated May 14 & 24, 2018, there is no indication Landlord actually charged Tenant the \$100 alleged on each. *Exhibits 18 & 20.*

25. DEFENSES: Tenant proved the *Fritz* related to Landlord's ongoing violation of the covenants of habitability by failing to remedy a significant mouse infestation defenses by a preponderance of the evidence.

26. Tenant is asking the Court to award her rent abatement.

27. Under Minn. Stat. § 504B.425(a) if the court finds that a violation of clause (1) or (2) of Minn. Stat. § 504B.161, subd. 1 related to the covenants of habitability have been proved, in its discretion the court may find the extent to which any uncorrected violations impair the residential tenants' use and enjoyment of the property contracted for and order the rent abated accordingly.

28. Under this statute, the court has discretion to order rent abatement; it is not required to order abatement. *Compare* Minn. Stat. § 645.44, subd. 15 (2016) (stating " 'may' is permissive") with Minn. Stat. § 645.44, subd. 16 (2016) (stating " 'shall' is mandatory").

29. If the Court were to award Tenant rent abatement, it must find that the uncorrected violations impair the tenant's use and enjoyment of the property.

30. For violations of Minn. Stat. § 504B.001, subdivision 14, cause (2) or (3), the residential tenant must give written notice to the landlord specifying the violation. The notice must be delivered personally or sent to the person or place where rent is normally paid. If the violation is not corrected within 14 days, the residential tenant may deposit the amount of rent due to the landlord with the court administrator along with an affidavit specifying the violation.

31. It is undisputed that the rental unit was cosmetically updated upon Tenant taking possession of the property in July 2016. *See Exhibits 1-14.*

32. On December 27, 2018, Tenant notified Landlord in writing of a mouse problem in the property. *Exhibit C.*

33. On March 30, 2018, Tenant notified Landlord of a significant mouse problem in the property. *Exhibit B.*

34. Landlord's response to each one of Tenant's requests to remedy the mouse infestation was for Tenant to put out traps or call an exterminator.

35. Tenant provided photographs of mouse droppings in her furniture, in her cabinets, and gaps between the baseboard and carpet where mice are able to enter the property. *Exhibit D*.

36. Landlord does not dispute there is a mouse problem but (1) alleges it is Tenant's responsibility to remedy and (2) claims that all people have mice infestations.

37. Tenant credibly testified that Landlord has never sent an exterminator to examine the mouse problem and has never provided mouse traps. Tenant has paid for all of the traps herself.

38. Tenant alleged she has been required to pay for Service Plus and has been paying for such a service. Tenant provided no proof of actual payments but all appliances are owned by Landlord and such a requirement is a violation of Minn. Stat. § 504B.161, subd. 1.

39. Tenant shall not be required to maintain Service Plus related to appliances or equipment owned by Landlord.

40. Tenant is entitled to retroactive rent abatement in the amount \$100 per month for diminished use and enjoyment and for each month Landlord knew of the mouse problem but did nothing to remedy the condition for a total of \$800. Tenant is entitled to future rent abatement in the amount of \$200 per month until repairs are completed as detailed in the Order below.

41. In conclusion, Tenant owed Landlord \$1,460 in past due rent for the months of May and June 2018. During the pendency of these proceedings, Tenant owed Landlord an additional \$2,200 (exclusive of late fees) for a total due to Landlord as of August 5, 2018 of \$3,660 less the \$800 in rent abatement for a total due to Landlord of \$2,860.00.

Conclusions of Law

1. An eviction action is a summary proceeding to determine only the extant possessory rights to property. *See* Minn. Stat. § 504B.001 subd. 4 (2016). A landlord is entitled to possession by eviction when a tenant holds over "contrary to the conditions or covenants of the lease or agreement under which that person holds." Minn. Stat. § 504B.285 subd. 1(2) (2016).

2. On review of a district court judgment in an eviction action, the Court of Appeals shall defer to the district court's credibility determinations and rely on its factual findings unless they are clearly erroneous. *See Cimarron Village v. Washington*, 659 N.W.2d 811, 817-18 (Minn. Ct. App. 2003).

3. In an eviction proceeding, "the only issue for determination is whether the facts alleged in the complaint are true." *Minneapolis Cmty. Dev. Agency v. Smallwood*, 379 N.W.2d 554, 555 (Minn. Ct. App. 1985) review denied (Minn. February 19, 1986).

4. At the close of trial, Landlord withdrew his request for a writ of recovery for the premises and requested only that funds on deposit with the court be distributed to Landlord and each party pay their own costs and disbursements.

Habitability Defense

5. Landlords are required to keep all premises and all common areas fit for the intended use by the parties and keep the premises in reasonable repair during the term of the lease. Minn. Stat. § 504B.161, subd. 1 (2016). The parties to a lease of residential premises may not waive or modify this requirement. *Id.*

6. The landlord may agree with the tenant that the tenant will perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in conspicuous writing. No such agreement, however, may waive or relieve the landlord of the duty to maintain the premises. Minn. Stat. § 504B.161, subd. 2 (2016).

7. Here, Landlord attempted to shift the burden of managing the mice problem to the Tenant in violation of Minn. Stat. § 504B.161, subd. 1.

8. Landlord failed to maintain the premises in reasonable repair by failing to address the mouse infestation.

9. Tenant is entitled to retroactive rent abatement commencing January 2018 in the amount of \$100 per month after providing Landlord notice of the mice problem on December 27, 2017 as a result of her minimized use and enjoyment of the property.

10. Tenant shall be entitled to ongoing, future rent abatement in the amount of \$200 per month until the Landlord has hired an exterminator to seal the exterior of the property and remedy the mouse infestation.

Order

1. **JUDGMENT:** The Court Administrator shall enter judgment for **Tenant** to remain in possession of the premises. Each party shall be responsible for their own costs and disbursements.

2. **REPAIRS:** Landlord shall hire a licensed exterminator to seal the exterior of the property and remedy the mouse infestation.

3. **RENT ABATEMENT:** Tenant has had diminished use and enjoyment of the premises. Rent is reduced by \$200.00 per month starting September 2018 until the first month following completion of court-ordered repairs.

4. **RENT DISBURSEMENT:** The rent now on deposit with the Court shall be released as follows: \$2,860.00 to Landlord and \$310.00 to Tenant.

5. **SERVICE OF ORDER:** The Clerk of Court shall serve/e-serve a copy of this Order on all parties or their attorneys as appropriate.

6. **EXHIBITS:** Parties are informed, pursuant to Rule 128 of the Minnesota General Rules of Practice for the District Courts, it is the duty of the party offering exhibits during a trial to remove the exhibits from the custody of the Court. Parties may request the return of their exhibits after 15 days from the time allowed for appeal of the final decision has passed. Failure

to request removal of the exhibits could result in the exhibits being part of the public record or could result in the exhibits being destroyed by the Court.

Let Judgment Be Entered Accordingly

Recommended By:

By the Court:

Melissa J. Houghtaling

Greg S. Burkholder

Melissa J. Houghtaling
District Court Referee

August 6, 2018

District Court Judge

Dated: August 7, 2018

Judgment

I hereby certify that the above Order constitutes the entry of Judgment of the Court.

Dated: August 7, 2018

By: *[Signature]*
Deputy Court Administrator

MINNESOTA
JUDICIAL
BRANCH

Detailed Legislative History of 1971 Minn. Laws ch. 219

1971 Minn. Laws ch. 219 began as 1971 HF 1161. Below is a summary of the entries pertaining to this bill in the House and Senate Journals from that year.

Journal	Page/s in Journal	Date	Event
House	575	3/3/71	First Reading ¹ , referred to Judiciary Committee (Endnote 2) Authors = Flakne, Norton, Berg, Vento and Wolcott
House	748	3/15/71	Berg chief author (Endnote 3)
House	1067-1069	4/2/71	Judiciary report, delete all amendment (Endnote 4)
House	1108	4/3/71	Member files
House	1206	4/8/71	Committee of the Whole, do pass recommended (Endnote 5)
House	1255-1256	4/12/71	Third Reading, passed 122-9 (Endnote 6)
House	1788-1789	4/26/71	Message from Senate (Endnote 7)
House	2412-3	5/6/71	Signed by Governor (Endnote 8)

Senate	1079-1080	4/13/71	Transmitted by House (Endnote 9)
Senate	1081	4/13/71	First Reading (Endnote 10)
Senate	1083	4/13/71	Referred to Judiciary Committee (Endnote 11)
Senate	1212	4/16/71	Judiciary report, do pass (Endnote 12)
Senate	1496	4/23/71	Committee of the Whole, do pass recommended (Endnote 13)
Senate	1545-1546	4/26/71	Third Reading, passed 66-1 (Endnote 14)

I reviewed the records of the Senate Judiciary Committee from 1971, which are kept at the Gale Family Library of the Minnesota History museum. These contained no reference to the bill.

I also reviewed the records of the House Judiciary Committee from 1971 kept by the same library. The minutes of the 3/31/71 meeting included the only reference to the bill. Here is the reference quoted in its entirety:

Mr. Berg, chief author of House File 1161, moved that the bill be amended to conform with the Senate file as amended in the Senate subcommittee. Motion carried by a voice vote. A copy of that amendment is attached hereto as "Exhibit A". Mr. Faricy moved that House File 1161 as amended be recommended to pass. Motion carried on a voice vote.

“Exhibit A” and the delete all amendment were identical. Attachment 1 is a conformed copy of the original bill as introduced. Attachment 2 is a conformed copy of the delete-all amendment.

The language of the delete-all amendment is the same word-for-word as the session law.

Attachment 3 is a side-by-side comparison of the two versions with color used to highlight differences.

¹ Endnote 1 is a copy of the bill as introduced.

Companion Bill in Senate

1971 HF 1161 had a companion bill², 1971 SF 502. Below is a summary of the entries pertaining to this bill in the Senate Journal from that year.

Journal	Page/s in Journal	Date	Event
Senate	259	2/11/71	1 st Reading, referred to Judiciary Committee ³ (Endnote 16) Authors = O'Neill, Coleman and Krieger

[no more, see Endnote 17]

² See Endnote 15.

³ Box 129.C.1.9B at the Gale Library did have committee minutes and other committee materials for the Senate Judiciary Committee for the relevant period. However, there was no mention of 1971 SF 502. And, there were indeed no materials from any of the subcommittee meetings. Since Rep. Berg stated in the House Judiciary Committee hearing that his amendment conformed to the amendment made to the companion file in the Senate “subcommittee” (see notes previous page of this history), it seem likely that any paper record of that subcommittee’s hearing of 1971 SF 502 are no longer available..

Attachment 1
HF 1161, As Introduced

Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or oral, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, and to comply with the applicable health and safety laws of the state and of the local unit of government where the premises are located, except when the disrepair or violation of the applicable health or safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee.

Subd. 2. The parties to the lessee or licensee may not modify the obligations of subdivision 1(a). The obligations of subdivision 1(b) may be modified by the parties to the lease or license, but only if the agreement to modify is set forth in a conspicuous writing and is supported by valid consideration.

Subd. 3. This provisions of this section shall be liberally construed, and the privilege of a prospective lessee or licensee to inspect the premises before concluding a lease or license shall not defeat his right to have the benefit of the covenants established herein.

Subd. 4. The covenants contained in this section shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Attachment 2
HF 1161, House Judiciary Committee Delete All Amendment

Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee or licensee is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subdivision 1 or relieve the lessor or licensor of the duty to maintain common areas of the premises.

Subd. 3. This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established herein.

Subd. 4. The covenants contained herein shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section estates at will shall be deemed to be renewed at the commencement of each rental period.

Attachment 3

HF 1161, As Introduced

Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, and to comply with the applicable health and safety laws of the state and of the local unit of government where the premises are located, except when the disrepair or violation of the applicable health or safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee.

Subd. 2. The parties to the lessee or licensee may not modify the obligations of subdivision 1(a). The obligations of subdivision 1(b) may be modified by the parties to the lease or license, but only if the agreement to modify is set forth in a conspicuous writing and is supported by valid consideration.

HF 1161, Delete All Amendment

Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under the direction or control of the lessee or licensee.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee or licensee is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subdivision 1 or relieve the lessor or licensor of the duty to maintain common areas of the premises.

Subd. 3. This provisions of this section shall be liberally construed, and the privilege of a prospective lessee or licensee to inspect the premises before concluding a lease or license shall not defeat his right to have the benefit of the covenants established herein.

Subd. 4. The covenants contained in this section shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 3. This provisions of this section shall be liberally construed, and the privilege of a prospective lessee or licensee to inspect the premises before concluding a lease or license shall not defeat his right to have the benefit of the covenants established herein.

Subd. 4. The covenants contained in this section shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this section apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this section estates at will shall be deemed to be renewed at the commencement of each rental period.

1 A bill for an act
 2 relating to landlords and tenants;
 3 creating certain covenants by landlords
 4 in all leases with a term of less than
 5 one year; amending Minnesota Statutes
 6 1969, Chapter 504, by adding a section.

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

8 Section 1. Minnesota Statutes 1969, Chapter 504, is
 9 amended by adding a section to read:

10 [504.18] Subdivision 1. In every lease or license of
 11 residential premises, whether in writing or parol, the
 12 lessor or licensor covenants:

13 (a) That the premises and all common areas are fit for
 14 the use intended by the parties.

15 (b) To keep the premises in reasonable repair during
 16 the term of the lease or license, and to comply with the
 17 applicable health and safety laws of the state and of the
 18 local unit of government where the premises are located,
 19 except when the disrepair or violation of the applicable
 20 health or safety laws has been caused by the willful,
 21 malicious, or irresponsible conduct of the lessee or
 22 licensee.

23 Subd. 2. The parties to the lease or license may not
 24 modify the obligations of subdivision 1(a). The obligations
 25 of subdivision 1(b) may be modified by the parties to the
 26 lease or license, but only if the agreement to modify is set
 27 forth in a conspicuous writing and is supported by a valid
 28 consideration.

29 Subd. 3. The provisions of this section shall be
 30 liberally construed, and the privilege of a prospective

ENDNOTE 1

SOURCE: MINN HISTORY MUSEUM, GALE FAMILY LIBRARY
 BOX 101. H. 19. 3B (original bill as packeted)

Date	Upon	the	H.	H. F. I	requires	membr	Comm	part of	Date	The	H	and Co	and re	the Co		

1 lessee or licensee to inspect the premises before concluding
2 a lease or license shall not defeat his right to have the
3 benefit of the covenants established herein.

4 Subd. 4. The covenants contained in this section shall
5 be in addition to any covenants and conditions imposed by
6 law or ordinance or by the terms of the lease or license.

Messrs. Johnson, J.; Forseth; Schwarzkopf; Ticen; and Salchert introduced:

H. F. No. 1158, A bill for an act relating to Hennepin county; authorizing housing subsidies for low and moderate income minority persons and families; appropriating money therefor.

The bill was read for the first time and referred to the Committee on Health, Welfare and Corrections.

Messrs. Salchert; Fena; Sieben; Pavlak, R.; and Johnson, R., introduced:

H. F. No. 1159, A bill for an act relating to children; custody of, illegitimate; persons who may receive a child or assist with plans for placement; amending Minnesota Statutes 1969, Section 257.091.

The bill was read for the first time and referred to the Committee on Health, Welfare and Corrections.

Messrs. Faricy, Flakne, North, Vento, and Weaver introduced:

H. F. No. 1160, A bill for an act relating to the adoption of persons born in a foreign country; certain information relative thereto not to appear on the birth certificate or in the findings of the court; amending Minnesota Statutes 1969, Section 144.176, Subdivision 2.

The bill was read for the first time and referred to the Committee on Health, Welfare and Corrections.

Messrs. Flakne, Norton, Berg, Vento, and Wolcott introduced:

H. F. No. 1161, A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

The bill was read for the first time and referred to the Committee on Judiciary.

Messrs. Flakne, Sabo, Berg, Vento, and Hook introduced:

H. F. No. 1162, A bill for an act relating to landlord and tenant; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

The bill was read for the first time and referred to the Committee on Judiciary.

Messrs. Hook, Flakne, Norton, and Berg introduced:


H. F. No. 1163, A bill for an act relating to landlord and tenant; creating remedies for tenants of substandard housing.

The bill was read for the first time and referred to the Committee on Judiciary.

F W A N O T E 2



MOTIONS AND RESOLUTIONS

Mr. Flakne moved that the name of Mr. Berg be recorded as the chief author on H. F. No. 1161. The motion prevailed. 

Mr. Skaar moved that H. F. No. 845 be recalled from the Committee on Natural Resources and be re-referred to the Committee on Local Government. The motion prevailed.

MESSAGES FROM THE SENATE

The following messages were received from the Senate:

Mr. Speaker:

I hereby announce the passage by the Senate of the following House Files herewith returned:

H. F. No. 254, A bill for an act relating to registration of title to real estate; service and form of summons; amending Minnesota Statutes 1969, Section 508.16.

H. F. No. 273, A bill for an act relating to the registration of motor vehicles; deputy registrars; amending Minnesota Statutes 1969, Section 168.33, by adding a subdivision.

GEORGE G. GOODWIN, Secretary of the Senate

Mr. Speaker:

I hereby announce the passage by the Senate of the following Senate Files herewith transmitted:

S. F. Nos. 208 and 606.

GEORGE G. GOODWIN, Secretary of the Senate

FIRST READING OF SENATE BILLS

S. F. No. 208, A bill for an act declaring drunkenness not a crime; amending Minnesota Statutes 1969, Chapter 340, by adding a section; and repealing Minnesota Statutes 1969, Section 340.96.

The bill was read for the first time.

Mr. Johnson, R., moved that S. F. No. 208 and H. F. No. 344, now on General Orders, be referred to the Chief Clerk for comparison. The motion prevailed.

S. F. No. 606, A bill for an act relating to corrections; temporary parole; amending Minnesota Statutes 1969, Section 243.14.

The bill was read for the first time and referred to the Committee on Health, Welfare and Corrections.

H. F. No.

Upon ok
from the C

S. F. No.
pensation,
Minnesota

The bill
passage.

The qu
being call

Those v

Adams, J.
Adams, S.
Albertson
Andersen, I
Anderson,
Anderson,
Anderson,
Bang
Bares
Barr
Becklin
Bell
Bennett
Berg
Bernhagen
Biersdorf
Boland
Brandt
Brinkman
Carlson, A
Carlson, B
Carlson, D
Connors
Culhane
Daugherty
DeGroat

EXHIBIT 3

The bi

H. F.
on parol
amendin

The b
passage.

The q
being ca

Those

Adams, J.
Adams, S.

H. F. No. 1832, A bill for an act relating to the uniform gifts to minors act; permitting a custodian to purchase and hold life insurance; amending Minnesota Statutes 1969, Section 527.04, Subdivisions 5 and 10.

Reported the same back with the recommendation that the bill do pass.

The report was adopted.

Mr. Albertson from the Committee on Judiciary to which was referred:

H. F. No. 1161, A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

Reported the same back with the following amendments:

Strike everything after the enacting clause and insert in lieu thereof the following:

"Section 1. Minnesota Statutes 1969, Chapter 504, is amended by adding a section to read:

[504.18] [COVENANTS OF LESSOR OR LICENSOR.]
Subdivision 1. In every lease or license of residential premises, whether in writing or parol, the lessor or licensor covenants:

(a) That the premises and all common areas are fit for the use intended by the parties.

(b) To keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under his direction or control.

(c) To maintain the premises in compliance with the applicable health and safety laws of the state and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the lessee or licensee or a person under his direction or control.

The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section.

Subd. 2. The lessor or licensor may agree with the lessee or licensee that the lessee or licensee is to perform specified repairs or maintenance, but only if the agreement is supported by adequate consideration and set forth in a conspicuous writing. No such agreement, however, may waive the provisions of subdivision 1 of this section or relieve the lessor or licensor of the duty to maintain common areas of the premises.

ENDNOTE 4

Subd. 3. This section shall be liberally construed, and the opportunity to inspect the premises before concluding a lease or license shall not defeat the covenants established herein.

Subd. 4. The covenants contained herein shall be in addition to any covenants or conditions imposed by law or ordinance or by the terms of the lease or license.

Subd. 5. Nothing contained herein shall be construed to alter the liability of the lessor or licensor of residential premises for injury to third parties.

Subd. 6. The provisions of this act apply only to leases or licenses of residential premises concluded or renewed on or after June 15, 1971. For the purposes of this act estates at will shall be deemed to be renewed at the commencement of each rental period."

With the recommendation that when so amended the bill do pass.

The report was adopted.

Mr. Albertson from the Committee on Judiciary to which was referred:

H. F. No. 1162, A bill for an act relating to landlord and tenant; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

Reported the same back with the following amendments:

Page 2, line 17, after "court" and before "the", insert "or to the plaintiff".

Page 2, line 18, after "due" and before "under", insert "and payable".

With the recommendation that when so amended the bill do pass.

The report was adopted.

Mr. Albertson from the Committee on Judiciary to which was referred:

H. F. No. 1325, A bill for an act relating to Washington county; prescribing certain duties and responsibilities of the county attorney.

Reported the same back with the recommendation that the bill do pass.

The report was adopted.

Mr. Albertson from the Committee on Judiciary to which was referred:

H. F. No. 1473, A bill for an act relating to examiners of titles; providing compensation for service as legal adviser to

the regis
1969, Se

Report

Page

"Notu
in all co
a full-ti
provide
titles or

With
pass.

The r

Mr. J
was ref

H. F.
affected
ordering
assessm
Section

Repo

Page

Page
proven
an imp
made b

Page

Page
"and"

With
pass.

The

Mr.
which

H. F.
veteran
Section

Rep
do pas

The

the registrar in certain counties; amending Minnesota Statutes 1969, Section 508.12.

Reported the same back with the following amendments:

Page 2, after line 1, insert a new paragraph to read:

"Notwithstanding any provision of this section to the contrary, in all counties other than Hennepin, Ramsey and St. Louis having a full-time county attorney, the county board by resolution may provide that the county attorney shall also be the examiner of titles or legal adviser to the registrar in said county."

With the recommendation that when so amended the bill do pass.

The report was adopted.

Mr. Jopp from the Committee on Local Government to which was referred:

H. F. No. 193, A bill for an act relating to the notice to be given affected property owners when a municipality passes a resolution ordering a local improvement or the obligation to pay special assessments is deferred; amending Minnesota Statutes 1969, Section 429.031, Subdivision 1.

Reported the same back with the following amendments:

Page 3, line 11, strike the word "a".

Page 3, line 12, strike the words "resolution ordering an improvement" and insert in lieu thereof "awarding a contract for an improvement ordered pursuant to this section, or ordering it made by day labor".

Page 3, line 14, strike the words "so ordered".

Page 3, line 14, after the word "cost," and before the word "and" insert "a legal description of the parcel,".

With the recommendation that when so amended the bill do pass.

The report was adopted.

Mr. Becklin from the Committee on Natural Resources to which was referred:

H. F. No. 1058, A bill for an act relating to game and fish; veterans' fishing licenses; amending Minnesota Statutes 1969, Section 98.47, by adding a subdivision.

Reported the same back with the recommendation that the bill do pass and be re-referred to the Committee on Appropriations.

The report was adopted.

H. F. Nos. 491, 640, 467, 1315, 1918, 586, 1832, 1161, 1162, 1325, 193, 699, and 1249 and S. F. Nos. 483, 319, and 174 which it recommended to pass.

H. F. No. 1242 which it recommended to pass with the following amendment:

The printed bill, as follows:

Page 1, line 3, strike "by the sponsors for" and insert in lieu thereof "for or resulting in any".

Page 1, line 3, after "gain" and before "which", insert "to the sponsors or their agents, and".

H. F. No. 584 which it recommended to pass with the following amendment:

The printed bill, as follows:

Page 1, line 15, after the word "and" and before the word "the" insert the following language: "for a period of five years from the effective date of this act,".

Page 2, strike all of Sec. 2.

Amend the title in line 2 by striking "Sections" and inserting "Section".

Further amend the title in lines 2 and 3 by striking "; and 115.34, Subdivision 2".

H. F. No. 1272 which it recommended to pass with the following amendment:

The printed bill, as follows:

Lines 7 and 8, after "Sec. 2." strike "The adjustments made shall only apply to payments due in 1971 and for no preceding or subsequent years." and insert in lieu thereof the following: "The adjustment shall apply to distributions in the year 1971 only. Thereafter distributions shall be made based on the 1970 census as certified to the state auditor or on a subsequent mid-decennial census as authorized by law."

H. F. No. 1593 which it recommended to pass with the following amendment:

The printed bill, as follows:

Page 1, line 12, after "stated." insert the following language: "Gifts, bequests, devises or endowments of real property shall be reviewed by the legislative buildings commission which shall give its recommendation to the legislative advisory committee. The legislative advisory committee shall then recommend to the board whether or not the property should be accepted. The recommendation of the committee shall be advisory only. Failure or refusal of the committee to make a recommendation promptly shall be deemed a negative recommendation."



EWANOTE 5

H. F. ing amer

The pr

Page justices

H. F. ing ame

The p

Amer insert " as title

H. F. ing am

The p

Page than" s the wor

S. F. ing am

The

Page and str

Page

"If lected hostili section reside eral a tion o

H. follow

The

Pa Henn

Pa coun

An "cert

H. its p

Petrafeso	Salchert	Searle	Sokolowski	Ulland
Plaisance	Samuelson	Sieben	Solon	Vento
Prahl	Sathre	Sillers	Sommerdorf	Walker
Prifrel	Savelkoul	Simmons	Stangeland	Weaver
Quirin	Scherer	Skaar	Swanson	Wingard
Rice	Schulz	Skeate	Swanstrom	Wolcott
Ryan	Schumann	Smith, E.	Szarke	Wright
Sabo	Schwarzkopf	Smith, H.	Ticen	Mr. Speaker

Those who voted in the negative were:

North

The bill was passed and its title agreed to.

H. F. No. 1832, A bill for an act relating to the uniform gifts to minors act; permitting a custodian to purchase and hold life insurance; amending Minnesota Statutes 1969, Section 527.04, Subdivisions 5 and 10.

The bill was read for the third time and placed upon its final passage.

The question being taken on the passage of the bill and the roll being called, there were yeas 130, and nays 1, as follows:

Those who voted in the affirmative were:

Adams, J.	DeGroat	Hook	Munger	Schumann
Adams, S.	Dunn	Humphrey	Myrah	Schwarzkopf
Albertson	Eckstein	Johnson, C. A.	Nelson	Searle
Andersen, R.	Eken	Johnson, C. M.	Newcome	Sieben
Anderson, D.	Enebo	Johnson, D.	Niehaus	Sillers
Anderson, H.	Erdahl	Johnson, J.	Nolan	Simmons
Anderson, I.	Erickson	Johnson, R.	North	Skaar
Bang	Falk	Jopp	Norton	Skeate
Bares	Fena	Judge	O'Dea	Smith, E.
Barr	Fischer	Keefe	Ojala	Sokolowski
Becklin	Fitzsimons	Kelly	Pavlak, R.	Solon
Bell	Flakne	Kleinbaum	Pavlak, R. L.	Sommerdorf
Bennett	Forseth	Knutson	Peterson	Stangeland
Berg	Fudro	Kvam	Petrafeso	Swanson
Bernhagen	Fugina	Larson	Plaisance	Swanstrom
Biersdorf	Fuller	LaVoy	Prahl	Szarke
Boland	Gerhardt	Lee	Quirin	Ticen
Brandt	Graba	Lindstrom	Rice	Ulland
Brinkman	Graw	Long	Ryan	Vento
Carlson, A.	Gustafson	Mann	Sabo	Walker
Carlson, B.	Haaven	Mason	Salchert	Weaver
Carlson, D.	Hagedorn	McCauley	Samuelson	Wigley
Chamberlain	Hanson, R.	McMillan, Mrs.	Sathre	Wingard
Connors	Hanson, W.	Menke	Savelkoul	Wolcott
Culhane	Haugerud	Moe	Scherer	Wright
Daugherty	Heintz	Mueller	Schulz	Mr. Speaker

Those who voted in the negative were:

Faricy

The bill was passed and its title agreed to.

H. F. No. 1161, A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

ENDNOTE 6

The bill was read for the third time and placed upon its final passage.

The question being taken on the passage of the bill and the roll being called, there were yeas 122, and nays 9, as follows:

Those who voted in the affirmative were:

Adams, J.	Dunn	Humphrey	Nelson	Sieben
Adams, S.	Eckstein	Johnson, C. A.	Niehaus	Sillers
Albertson	Eken	Johnson, C. M.	Nolan	Simmons
Andersen, R.	Enebo	Johnson, D.	North	Skaar
Anderson, H.	Erdahl	Johnson, J.	Norton	Skeate
Anderson, I.	Erickson	Johnson, R.	O'Dea	Smith, E.
Bang	Falk	Jopp	Ojala	Smith, H.
Bares	Faricy	Judge	Pavlak, R.	Sokolowski
Barr	Fena	Keefe	Pavlak, R. L.	Solon
Becklin	Fischer	Kelly	Peterson	Sommerdorf
Bell	Fitzsimons	Kleinbaum	Petrafeso	Swanson
Bennett	Flakne	Larson	Prahl	Swanstrom
Berg	Forseth	LaVoy	Prifrel	Szarke
Bernhagen	Fudro	Lee	Quirin	Ticen
Biersdorf	Fugina	Lindstrom	Rice	Ulland
Boland	Gerhardt	Long	Ryan	Vento
Brandt	Graba	Mann	Sabo	Walker
Brinkman	Graw	Mason	Salchert	Weaver
Carlson, A.	Gustafson	McCauley	Samuelson	Wigley
Carlson, B.	Haaven	McMillan, Mrs.	Sathre	Wolcott
Carlson, D.	Hagedorn	Menke	Savelkoul	Wright
Chamberlain	Hanson, R.	Moe	Scherer	Mr. Speaker
Connors	Hanson, W.	Mueller	Schulz	
Culhane	Heinitz	Munger	Schwarzkopf	
Daugherty	Hook	Myrah	Searle	

Those who voted in the negative were:

Anderson, D.	Fuller	Kvam	Schumann	Wingard
DeGroat	Haugerud	Plaisance	Stangeland	

The bill was passed and its title agreed to.

H. F. No. 1162, A bill for an act relating to landlord and tenant; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

The bill was read for the third time and placed upon its final passage.

The question being taken on the passage of the bill and the roll being called, there were yeas 93, and nays 34, as follows:

Those who voted in the affirmative were:

Adams, J.	Carlson, A.	Flakne	Humphrey	Moe
Adams, S.	Carlson, B.	Forseth	Johnson, D.	Munger
Albertson	Carlson, D.	Fudro	Johnson, R.	Nelson
Andersen, R.	Chamberlain	Fugina	Judge	Nolan
Anderson, H.	Connors	Gerhardt	Kelly	North
Anderson, I.	Culhane	Graba	Kleinbaum	Norton
Barr	Daugherty	Graw	LaVoy	O'Dea
Becklin	Dunn	Gustafson	Lee	Ojala
Bell	Eken	Haaven	Mann	Pavlak, R.
Bennett	Enebo	Hanson, R.	Mason	Petrafeso
Berg	Falk	Hanson, W.	McCauley	Prahl
Boland	Faricy	Heinitz	McMillan, Mrs.	Prifrel
Brandt	Fena	Hook	Menke	Quirin

Upon the author's request, permission to introduce within bill hereby requested.

WENDELL R. ANDERSON, Governor

Messrs. Solon, Swanstrom, Mason, Munger, and LaVoy introduced:

H. F. No. 3064, A bill for an act relating to the municipal court of the city of Duluth; special judges; amending Minnesota Statutes 1969, Section 488A.36, Subdivision 3.

The bill was read for the first time and referred to the Committee on Judiciary.

Upon the author's request, permission to introduce within bill hereby requested.

WENDELL R. ANDERSON, Governor

Messrs. Albertson and O'Dea introduced:

H. F. No. 3065, A bill for an act relating to Washington county; providing for approval of plats by the county surveyor and for the payment of fees in connection therewith.

The bill was read for the first time and referred to the Committee on Local Government.

Upon the author's request, permission to introduce within bill hereby requested.

WENDELL R. ANDERSON, Governor

Messrs. Fena; Johnson, D.; Fugina; Prahl; and Ojala introduced:

H. F. No. 3066, A bill for an act appropriating money to the commissioner of natural resources for the purpose of a study to determine the disposal of taconite tailings without polluting Lake Superior or surrounding land areas.

The bill was read for the first time and referred to the Committee on Appropriations.

MESSAGES FROM THE SENATE

The following messages were received from the Senate:

Mr. Speaker:

I hereby announce the passage by the Senate of the following House Files herewith returned:

H. F. No. 849, A bill for an act relating to taxes on and measured by net income; amending Minnesota Statutes 1969, Section 290.01, Subdivision 20.

H. F. No. 1127, A bill for an act relating to home rule charters and charter commissions; amending Minnesota Statutes 1969, Section 410.05, Subdivisions 1 and 2, and by adding a subdivision.

H. F. No. 1161, A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with

ENROUTE 7

★

a term of Chapter

H. F. board; e state col

H. F. revising college 136.142

H. F. relief a White

Mr. Sp

I he Senate

Sen lution van th

The Legis

Mr. S

I H Sena

S.

Mr.

I Sen

S

Mr

Se

a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

H. F. No. 1592, A bill for an act relating to the state college board; establishing a cash over and short account in each of the state colleges operated by the state college board.

H. F. No. 1593, A bill for an act relating to state colleges; revising the conditions for acceptance of gifts by the state college board; amending Minnesota Statutes 1969, Section 136.142, Subdivision 1.

H. F. No. 2264, A bill for an act relating to the firemen's relief association and firemen's service pensions in the city of White Bear Lake.

GEORGE G. GOODWIN, Secretary of the Senate

Mr. Speaker:

I hereby announce the adoption by the Senate of the following Senate Concurrent Resolution, herewith transmitted:

Senate Concurrent Resolution No. 5, A senate concurrent resolution conferring upon retired Secretary of State Joseph L. Donovan the title of Secretary of State emeritus.

GEORGE G. GOODWIN, Secretary of the Senate

The resolution was referred to the Committee on Rules and Legislative Administration.

Mr. Speaker:

I hereby announce the passage by the Senate of the following Senate Files herewith transmitted:

S. F. Nos. 1167, 1294, and 1428.

GEORGE G. GOODWIN, Secretary of the Senate

Mr. Speaker:

I hereby announce the passage by the Senate of the following Senate File herewith transmitted:

S. F. No. 1661.

GEORGE G. GOODWIN, Secretary of the Senate

Mr. Speaker:

I hereby announce the passage by the Senate of the following Senate Files herewith transmitted:

S. F. Nos. 598, 862, 945, 1410, 1452, 1465, 1869, and 1897.

GEORGE G. GOODWIN, Secretary of the Senate

1607, 1888, 1170, 1517, 1518, 1839, 2279, and 2192 and S. F. Nos. 1254, 1301, 1966, 2518, 1024, 1230, 1823, 1982, 1600, 2161, 2199, 1720, 1836, 2070, 1347, 1349, 1351, 1352, 1639, 1849, 1965, 2128, 1381, and 2092 have been placed in the members' files.

PETITIONS AND COMMUNICATIONS

The following communications were received:

STATE OF MINNESOTA
OFFICE OF THE GOVERNOR
ST. PAUL 55101

May 6, 1971

The Honorable Aubrey Dirlam
Speaker of the House

Sir:

I have the honor to inform you that I have received, approved, signed, and deposited in the office of the Secretary of State the following House Files:

H. F. No. 143, An act relating to drivers licenses; amending Minnesota Statutes 1969, Section 171.30.

H. F. No. 619, An act exempting certain persons from civil liability for treatment rendered at the scene of an emergency.



H. F. No. 1161, An act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

H. F. No. 1712, An act relating to Independent School District No. 625; terms of board members; amending Laws 1965, Chapter 705, Section 1, Subdivision 2.

Sincerely,
WENDELL R. ANDERSON
Governor

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
ST. PAUL 55101

May 7, 1971

The Honorable Aubrey W. Dirlam
Speaker of the House of Representatives
The Honorable Rudy G. Perpich
President of the Senate

Sirs:

I have the honor to inform you that the following enrolled Acts of the Sixty-seventh Session of the State Legislature have been received from the Office of the Governor and are deposited in the Office of the Secretary of State for preservation pursuant to the Constitution, Article IV, Section 11:

S.F. H.F.
No. No.
143
619
1161
1712

48
1132
1286
1297
1813
1339

Handwritten note: S 310008

REPO

Mr. Fitzsimon which was refer

H. F. No. 50, well contractors council to the b duties thereof;

Reported the

Strike everyth thereof the follo

"Section 1. [intent and purpo of ground water tion in licensing sota and to prot a means for the source of under; sonable manner. or makers of wa in the best intere resources throu drillers or make Further, for the tion of undergrot the standards be in the drilling an

Sec. 2. [DEF For the purposes

90th Day]

FRIDAY, MAY 7, 1971

2413

S.F. No.	H.F. No.	Session Laws Chapter No.	Date Approved 1971	Date Filed 1971
	143	217	May 6	May 6
	619	218	May 6	May 6
	1161	219	May 6	May 6
	1712	220	May 6	May 6
48		221	May 6	May 6
1132		222	May 6	May 6
1286		223	May 6	May 6
1297		224	May 6	May 6
1813		225	May 6	May 6
1339		Resolution 4	May 6	May 6

Sincerely,

ARLEN I. ERDAHL
Secretary of State

REPORTS OF STANDING COMMITTEES

Mr. Fitzsimons from the Committee on Appropriations to which was referred:

H. F. No. 50, A bill for an act requiring the licensing of water well contractors; establishing a water well contractors' advisory council to the board of health and prescribing the powers and duties thereof; providing penalties; appropriating money.

Reported the same back with the following amendments:

Strike everything after the enacting clause and insert in lieu thereof the following:

"Section 1. [LEGISLATIVE INTENT.] It is the legislative intent and purpose in this act to reduce and minimize the waste of ground water resources within this state by reasonable legislation in licensing of drillers or makers of water wells in Minnesota and to protect the health and general welfare by providing a means for the development and protection of the natural resource of underground water in an orderly, sanitary and reasonable manner. Reasonable regulation in licensing of drillers or makers of water wells is hereby deemed and declared to be in the best interest of the public, and the waste of ground water resources through inefficient or incompetent operations of drillers or makers of such water wells is hereby prohibited. Further, for the protection of the public and for the conservation of underground water resources, it is deemed necessary that the standards be set and maintained to insure that competency in the drilling and making of water wells in this state is obtained.

Sec. 2. [DEFINITIONS; EXCLUSIONS.] Subdivision 1. For the purposes of this act, "water well" means any excavation

69TH DAY]

S. F. No. 319: A bill for an act relating to certain independent school districts in the counties of Hennepin and Wright; permitting joint establishment of certain programs; amending Laws 1967, Chapter 822, Section 1, as amended.

S. F. No. 483: A bill for an act relating to estates of decedents; expanding the rights of an illegitimate child to inherit from his father and the kindred of his mother; amending Minnesota Statutes 1969, Section 525.172.

Edward A. Burdick, Chief Clerk, House of Representatives.

Returned April 12, 1971

Mr. President:

I have the honor to announce the passage by the House of the following Senate File, AS AMENDED by the House, in which amendments the concurrence of the Senate is respectfully requested:

S. F. No. 181: A bill for an act relating to armed forces; authorizing the attorney general to take steps on behalf of residents of the state to protect their rights under the Constitution of the United States.

Senate File No. 181 is herewith returned to the Senate.

Edward A. Burdick, Chief Clerk, House of Representatives.

Returned April 12, 1971

MOTIONS AND RESOLUTIONS

Mr. Davies moved that S. F. No. 181 be laid on the table. Which motion prevailed.

MESSAGE FROM THE HOUSE—Continued

Mr. President:

I have the honor to announce the passage by the House of the following House Files, herewith transmitted:

H. F. Nos. 129, 193, 699, 1249, 1325, 1473, 1832, 467, 586, 1161, 1162, 1315, 1696, 1918, 491, 584, 640, 1242, 1272, 1492, 1593, 1833, and 1973.

Edward A. Burdick, Chief Clerk, House of Representatives.

Transmitted April 12, 1971

FIRST READING OF HOUSE BILLS

H. F. No. 491: A bill for an act relating to private business, trade and correspondence schools; amending Minnesota Statutes 1969, Sections 141.25, Subdivisions 7 and 9; 141.26, by adding a subdivision; and 141.27, Subdivisions 1 and 3.

H. F. No. 584: A bill for an act relating to water pollution control and sanitation; and the establishment of sanitary regions and districts; amending Minnesota Statutes 1969, Section 115.33, Subdivision 1.

H. F. No. 640: A bill for an act relating to surety and fidelity

SENATE 9

bonds; eliminating the requirement of such bonds for elected state officials, appointed state officers and other state employees except under certain conditions; amending Minnesota Statutes 1969, Chapter 574, by adding a section.

H. F. No. 1242: A bill for an act relating to crimes and criminals; amending the definition of lottery; amending Minnesota Statutes 1969, Section 609.75, Subdivision 1.

H. F. No. 1272: A bill for an act relating to the use of federal census information by the state auditor for the purpose of making certain tax apportionments.

H. F. No. 1492: A bill for an act relating to aeronautics; amending Minnesota Statutes 1969, Section 360.015, Subdivision 16.

H. F. No. 1593: A bill for an act relating to state colleges; revising the conditions for acceptance of gifts by the state college board; amending Minnesota Statutes 1969, Section 136.142, Subdivision 1.

H. F. No. 1833: A bill for an act relating to the compensation of the court commissioner in Ramsey county; amending Laws 1957, Chapter 448, Section 3; repealing Laws 1955, Chapter 703, Section 4.

H. F. No. 1973: A bill for an act relating to terms of district court in Scott county in the first judicial district; amending Minnesota Statutes 1969, Section 484.09, Subdivision 7.

H. F. No. 129: A bill for an act relating to highway traffic regulation; increasing penalties for driving while under the influence of alcoholic beverages or narcotic drugs; amending Minnesota Statutes 1969, Section 169.121, Subdivisions 3 and 6; repealing Minnesota Statutes 1969, Section 169.121, Subdivision 4.

H. F. No. 193: A bill for an act relating to the notice to be given affected property owners when a municipality passes a resolution ordering a local improvement or the obligation to pay special assessments is deferred; amending Minnesota Statutes 1969, Section 429.031, Subdivision 1.

H. F. No. 699: A bill for an act relating to McCarty Beach state park; withdrawing certain lands from the park; amending Laws 1945, Chapter 484, Section 1; repealing Laws 1945, Chapter 484, Section 2.

H. F. No. 1249: A bill for an act relating to wild animals; amending provisions concerning the taking of fish in streams flowing into Lake Superior; amending Minnesota Statutes 1969, Section 101.48.

H. F. No. 1325: A bill for an act relating to Washington county; prescribing certain duties and responsibilities of the county attorney.

H. F. No. 1473: A bill for an act relating to examiners of titles; providing compensation for service as legal adviser to the registrar in certain counties; empowering county board to appoint county attorney as title examiner in certain counties; amending Minnesota Statutes 1969, Section 508.12.

H. F. No. 1
minors act; p
surance; ame
divisions 5 a

H. F. No. 4
dent nurses;

H. F. No.
authorizing t
historical fea

H. F. No. 1
creating certa
less than one
504, by addi

H. F. No. 1
actions for th
utes 1969, S

H. F. No. 1
acts by lesse
1969, Section

H. F. No. 1
commission c
ment, discip
appropriating

H. F. No.
certain conte

Which we
on Rules an

Mr. Holm
be now adop
on Rules an
ments. Wich

Mr. Ukke
Environmen

S. F. No.
tor control
Statutes 19

Reports t
be amended

Page 2, li
within a pre

Page 2, li

Page 2, li

H. F. No. 1832: A bill for an act relating to the uniform gifts to minors act; permitting a custodian to purchase and hold life insurance; amending Minnesota Statutes 1969, Section 527.04, Subdivisions 5 and 10.

H. F. No. 467: A bill for an act relating to grants-in-aid to student nurses; amending Minnesota Statutes 1969, Section 148.286.

H. F. No. 586: A bill for an act relating to the state capitol; authorizing the Minnesota state historical society to preserve the historical features of the state capitol.

H. F. No. 1161: A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

H. F. No. 1162: A bill for an act relating to landlords and tenants; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

H. F. No. 1315: A bill for an act relating to crimes and criminals; acts by lessor constituting theft; amending Minnesota Statutes 1969, Section 609.52, Subdivision 2.

H. F. No. 1696: A bill for an act relating to courts; establishing a commission on judicial conduct; providing for the removal, retirement, discipline or censure of judges in certain circumstances; appropriating money.

H. F. No. 1918: A bill for an act relating to animals; prohibiting certain contests and games involving cruelty to animals.

Which were read the first time and referred to the Committee on Rules and Administration.

MOTIONS AND RESOLUTIONS

Mr. Holmquist moved that the Committee Reports at the desk be now adopted, with the exception of reports from the Committee on Rules and Administration and reports pertaining to appointments. Which motion prevailed.

REPORTS OF COMMITTEES

Mr. Ukkelberg from the Committee on Natural Resources and Environment, to which was referred

S. F. No. 1156: A bill for an act relating to game and fish; predator control program; appropriating money; amending Minnesota Statutes 1969, Section 97.487, Subdivisions 3 and 4.

Reports the same back with the recommendation that the bill be amended as follows:

Page 2, line 2, after "raisers", insert "with a predation problem within a predator control area".

Page 2, line 2, before "upon", delete "shall".

Page 2, line 2, after "application," insert "may".

END NOTE 101

69TH DAY]

H. F. Nos. 129, 193, 467, 491, 584, 586, 640, 1161, 1162, 1242, 1249, 1272, 1315, 1325, 1473, 1492, 1593, 1696, 1832, 1833, 1918 and 1973 for comparison to companion Senate Files, reports the following House Files were found to have no companion Senate Files on Senate Calendars and are recommended to be re-referred to their respective Committees as follows:

H. F. Nos. 129, 1161, 1162, 1242, 1315, 1325, 1473, 1696, 1832 and 1833 to the Committee on Judiciary.

H. F. Nos. 193 and 1973 to the Committee on Local Government.

H. F. No. 467 to the Committee on Health and Welfare.

H. F. Nos. 491 and 1593 to the Committee on Higher Education.

H. F. Nos. 584, 586, 640 and 1492 to the Committee on Civil Administration.

H. F. No. 1249 to the Committee on Natural Resources and Environment.

H. F. No. 1272 to the Committee on Taxes and Tax Laws.

H. F. No. 1918 to the Committee on General Legislation.
Report adopted.

Mr. McCarty from the Committee on Labor Relations, to which were re-referred the following appointments:

OCCUPATIONAL SAFETY AND HEALTH ADVISORY BOARD

Dan W. Gustafson, Golden Valley, Hennepin County, appointed, effective September 1, 1969 for a term expiring July 1, 1973.

Francis G. Hester, South St. Paul, Dakota County, appointed, effective September 1, 1969 for a term expiring July 1, 1972.

Michael D. McKliget, St. Paul, Ramsey County, appointed, effective September 1, 1969 for a term expiring July 1, 1971.

Floyd R. Nelson, West St. Paul, Dakota County, appointed, effective July 23, 1970 for a term expiring July 1, 1974.

Jack C. West, St. Paul, Ramsey County, appointed, effective September 1, 1969 for a term expiring July 1, 1971.

Reports the same back with the recommendation that the appointments be confirmed.

Mr. Holmquist moved that the foregoing Committee Report be laid on the table. Which motion prevailed.

Mr. Popham from the Committee on Civil Administration, to which was re-referred the following appointments:

STATE ZOOLOGICAL BOARD

Reuel Harmon, #1, Sunfish Lane, St. Paul, Dakota County, appointed, effective January 4, 1971, for a term expiring the first Monday of January, 1975.

NOTE II

Reports the same back with the recommendation that the bill do pass. Report adopted.

Mr. Olson, J. L. from the Committee on Higher Education, to which was re-referred

H. F. No. 1593: A bill for an act relating to state colleges; revising the conditions for acceptance of gifts by the state college board; amending Minnesota Statutes 1969, Section 136.142, Subdivision 1.

Reports the same back with the recommendation that the bill do pass. Report adopted.

Mr. Olson, J. L. from the Committee on Higher Education, to which was re-referred

H. F. No. 1592: A bill for an act relating to the state college board; establishing a cash over and short account in each of the state colleges operated by the state college board.

Reports the same back with the recommendation that the bill do pass. Report adopted.

Mr. Dosland from the Committee on Judiciary, to which was re-referred

H. F. No. 1161: A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

Reports the same back with the recommendation that the bill do pass. Report adopted.

Mr. Dosland from the Committee on Judiciary, to which was re-referred

H. F. No. 740: A bill for an act relating to driver licensing; unlawful identification or use of drivers' licenses; amending Minnesota Statutes 1969, Section 171.22.

Reports the same back with the recommendation that the bill do pass and be placed on the Calendar of Ordinary Matters. Report adopted.

Mr. Dosland from the Committee on Judiciary, to which was re-referred

H. F. No. 1162: A bill for an act relating to landlord and tenant; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

Reports the same back with the recommendation that the bill be amended as follows:

Page 2, after line 19, add the following:

"Subd. 4. Nothing contained herein shall limit the right of the lessor to terminate a tenancy for a violation by the tenant of a

ENDOTE 12



H. F. No. 1042: A bill for an act relating to pharmacy; permitting the sale of drugs and medicines by pharmacists to persons over 65; amending Minnesota Statutes 1969, Section 151.26.

Was read the third time and placed on its final passage.

The question being taken on the passage of the bill,

And the roll being called, there were yeas 64 and nays none, as follows:

Those who voted in the affirmative were:

Anderson, E. J. Conzemius	Hughes, J. M.	Metcalf	Perpich, G.
Anderson, J. C. Davies	Hughes, Keith	Moe	Pillsbury
Anderson, J. T. Dosland	Jensen, C. A.	Novak	Popham
Arnold	Jensen, V. K.	Nyquist	Purfeerst
Ashbach	Josefson	Ogdahl	Renneke
Benson	Jude	Olson, A. G.	Schrom
Bergerud	Kalina	Olson, H. D.	Tennessee
Blatz	Krieger	Olson, J. L.	Thorup
Borden	Larson	O'Neill	Ukkelberg
Brown	Laufenburger	Overgaard	Wegener
Chenoweth	Hansen, Mel	Palmer	Willet
Chmielewski	Hanson, N. W.	Parish	Wolfe
Coleman	Holmquist	McCarty	
	Holsten	McCutcheon	Perpich, A. J.

So the bill passed and its title was agreed to.

GENERAL ORDERS

The Senate resolved itself into a Committee of the Whole, with Mr. Schrom in the chair.

After some time spent therein, the committee arose and the President having resumed the chair, Mr. Schrom reported that the committee had considered S. F. Nos. 598, 862, 945, 1869 and 1897 also H. F. Nos. 1127, 939, 849, 1593, 1592, 1161 and 1162 which the committee recommends to pass.

S. F. No. 856 which the committee recommends be re-referred to the Committee on Civil Administration.

S. F. No. 1410, which the committee recommends to pass with the following amendment offered by Mr. Larson.

Amend S. F. No. 1410, the typewritten bill, as follows:

Strike the amendment placed on S. F. No. 1410 by the Senate on April 21, 1971.

S. F. No. 1465, which the committee recommends to pass with the following amendment offered by Mr. Chmielewski.

Amend S. F. No. 1465, the printed bill, as follows:

Page 1, line 2, after "act" and before "as" insert "upon approval by the affected political subdivision"

S. F. No. 1452: which the committee recommends to pass with the following amendment offered by Mr. Parish.

Amend S. F. No. 1452, the printed bill, as follows:

Amend the title

And then, on m
of the Whole, as l

MOTIO

Mr. Holmquist
2:00 o'clock P.M.

SENATE 13

Was read the third time and placed on its final passage.

The question being taken on the passage of the bill,

And the roll being called, there were yeas 67 and nays none, as follows:

Those who voted in the affirmative were:

Anderson, E. J. Davies	Hughes, Keith Moe	Popham
Anderson, J. C. Dosland	Jensen, C. A. Novak	Purfeerst
Anderson, J. T. Doty	Jensen, V. K. Nyquist	Renneke
Arnold Frederick	Josefson Ogdahl	Schrom
Ashbach Gage	Jude Olson, A. G.	Sinclair
Benson Gearty	Kalina Olson, H. D.	Tennessee
Bergerud Glewwe	Kirchner Olson, J. L.	Thorup
Blatz Gustafson	Krieger O'Neill	Ukkelberg
Borden Hansen, Baldy Larson	Overgaard Wegener	Willet
Brown Hansen, Mel Laufenburger	Palmer Willet	Wolfe
Chenoweth Hanson, N. W. Mammenga	Parish	
Chmielewski Holmquist	McCarty Perpich, A. J.	
Coleman Holsten	McCutcheon Perpich, G.	
Conzemius Hughes, J. M. Metcalf	Pillsbury	

So the bill passed and its title was agreed to.

H. F. No. 1592: A bill for an act relating to the state college board; establishing a cash over and short account in each of the state colleges operated by the state college board.

Was read the third time and placed on its final passage.

The question being taken on the passage of the bill,

And the roll being called there were yeas 66 and nays 1, as follows:

Those who voted in the affirmative were:

Anderson, E. J. Davies	Hughes, Keith Novak	Purfeerst
Anderson, J. C. Dosland	Jensen, C. A. Nyquist	Renneke
Anderson, J. T. Doty	Jensen, V. K. Ogdahl	Schrom
Arnold Frederick	Josefson Olson, A. G.	Sinclair
Ashbach Gage	Jude Olson, H. D.	Tennessee
Benson Gearty	Kalina Olson, J. L.	Thorup
Bergerud Glewwe	Kirchner O'Neill	Ukkelberg
Blatz Gustafson	Krieger Overgaard	Wegener
Borden Hansen, Baldy Larson	Palmer Willet	Wolfe
Brown Hansen, Mel Laufenburger	Parish	
Chenoweth Hanson, N. W. Mammenga	Perpich, A. J.	
Chmielewski Holmquist	McCarty Perpich, G.	
Coleman Holsten	Metcalf Pillsbury	
Conzemius Hughes, J. M. Moe	Popham	

Mr. McCutcheon voted in the negative.

So the bill passed and its title was agreed to.

H. F. No. 1161: A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

Was read the third time and placed on its final passage.

Handwritten note: END NOTE 14

Handwritten mark: A star-like symbol

The question being taken on the passage of the bill,

And the roll being called, there were yeas 66 and nays 1, as follows:

Those who voted in the affirmative were:

Anderson, E. J.	Davies	Hughes, Keith	Novak	Purfeerst
Anderson, J. C.	Dosland	Jensen, C. A.	Nyquist	Renneke
Anderson, J. T.	Doty	Jensen, V. K.	Ogdahl	Schrom
Arnold	Frederick	Josefson	Olson, A. G.	Sinclair
Ashbach	Gage	Jude	Olson, H. D.	Tennessee
Benson	Geartry	Kalina	Olson, J. L.	Thorup
Bergerud	Glewwe	Kirchner	O'Neill	Ukkelberg
Blatz	Gustafson	Krieger	Overgaard	Wegener
Borden	Hansen, Baldy	Larson	Palmer	Willet
Brown	Hansen, Mel	Laufenburger	Parish	Wolfe
Chenoweth	Hanson, N. W.	Mammenga	Perpich, A. J.	
Chmielewski	Holmquist	McCarty	Perpich, G.	
Coleman	Holsten	McCutcheon	Pillsbury	
Conzemius	Hughes, J. M.	Moe	Popham	

Mr. Metcalf voted in the negative.

So the bill passed and its title was agreed to.

H. F. No. 1162: A bill for an act relating to landlords and tenants; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

Was read the third time and placed on its final passage.

The question being taken on the passage of the bill,

And the roll being called, there were yeas 64 and nays 2, as follows:

Those who voted in the affirmative were:

Anderson, E. J.	Conzemius	Hughes, J. M.	McCutcheon	Pillsbury
Anderson, J. C.	Davies	Hughes, Keith	Moe	Popham
Anderson, J. T.	Dosland	Jensen, C. A.	Nyquist	Purfeerst
Arnold	Doty	Jensen, V. K.	Ogdahl	Renneke
Ashbach	Frederick	Josefson	Olson, A. G.	Schrom
Benson	Gage	Jude	Olson, H. D.	Sinclair
Bergerud	Geartry	Kalina	Olson, J. L.	Tennessee
Blatz	Glewwe	Kirchner	O'Neill	Thorup
Borden	Gustafson	Krieger	Overgaard	Ukkelberg
Brown	Hansen, Mel	Larson	Palmer	Wegener
Chenoweth	Hanson, N. W.	Laufenburger	Parish	Willet
Chmielewski	Holmquist	Mammenga	Perpich, A. J.	Wolfe
Coleman	Holsten	McCarty	Perpich, G.	

Messrs. Hansen, Baldy and Metcalf voted in the negative.

So the bill passed and its title was agreed to.

CALENDAR OF ORDINARY MATTERS

H. F. No. 2264: A bill for an act relating to the firemen's relief association and firemen's service pensions in the city of White Bear Lake.

Was read the third time and placed on its final passage.

COMPANION NUMBERS—Continued

Numerical Column	House Companion	Senate Companion	Numerical Column	House Companion	Senate Companion	Numerical Column
1105	1228	818	1169	1502	915	1233
1106		845	1170		1188	1234
1107	1420	1052	1171	740	916	1235
1108	1733		1172	739		1236
1109	1734	1085	1173	1430	919	1237
1110	1389	765	1174	1573	990	1238
1111	1649		1175	1572	1323	1239
1112	2709		1176	1453	741	1240
1113	1312	2781	1177	854	905	1241
1114	1836		1178	1879		1242
1115	1587		1179	1935	1696	1243
1116	1793	960	1180	1318	806	1244
1117	1563		1181	1360		1245
1118	1460	847	1182	980	1035	1246
1119	1307	811	1183	1218	918	1247
1120	1607	1047	1184	1672	2127	1248
1121		1636	1185	1084	833	1249
1122	1478	996	1186	1725	873	1250
1123	1240	2796	1187	1750		1251
1124	1260		1188	1170	1972	1252
1125	1474		1189	1445	2116	1253
1126		921	1190		1015	1254
1127		922	1191	1517	828	1255
1128		857	1192	694	790	1256
1129	965	829	1193	693	1375	1257
1130	1155	863	1194	1769	898	1258
1131	769	1208	1195	1727		1259
1132		865	1196	1593	1371	1260
1133	1582	2435	1197	1592	1303	1261
1134	627	839	1198	367		1262
1135	1686		1199	1585	971	1263
1136	734		1200	1475	891	1264
1137		1695	1201	1232	832	1265
1138	1743	871	1202	1246	831	1266
1139	939		1203		840	1267
1140	1500		1204	1553	961	1268
1141	1484		1205	1673		1269
1142	1313	900	1206	1221	669	1270
1143	1982	1329	1207	1623	194	1271
1144	1419	942	1208	1130	931	1272
1145		867	1209	1384	1874	1273
1146	741		1210	1507		1274
1147	1378	1084	1211	1507	926	1275
1148	289	2619	1212	2831	994	1276
1149	704	812	1213	2786		1277
1150	998	800	1214			1278
1151		850	1215	1752		1279
1152			1216		2126	1280
1153	1459		1217		2082	1281
1154	1451	1096	1218	1963	1183	1282
1155	1483	836	1219	3036	2253	1283
1156	1466	1129	1220	1590	1270	1284
1157	933		1221	1397	1206	1285
1158		364	1222		798	1286
1159	1411		1223	921		1287
1160	3110		1224		882	1288
1161			1225	1383		1289
1162	1767	502	1226	1689	2070	1290
1163	1795	503	1227	2395	620	1291
1164	1796	579	1228	1865	1105	1292
1165	1817	711	1229	1449	1019	1293
1166	896	567	1230	1268	1369	1294
1167	1748		1231	1234		1295
1168	1510	820	1232	1335	1201	1296
	707	846				1297

51 210 MN 3

~~*~~

~~1161~~

502

Statutes 1969, Chapter 360, by adding a section and Section 360.075, by adding a subdivision.

Which was read the first time and referred to the Committee on Judiciary.

Messrs. Ogdahl, Wolfe, and Coleman introduced—

S. F. No. 501: A bill for an act relating to motor vehicles; providing for the recycling thereof; prescribing duties of the Minnesota pollution control agency and county auditors in relation thereto; imposing a tax on the sale of motor vehicles for the recycling thereof; and appropriating the proceeds of such tax.

Which was read the first time and referred to the Committee on Taxes and Tax Laws.

Messrs. O'Neill, Coleman, and Krieger introduced—

S. F. No. 502: A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.

Which was read the first time and referred to the Committee on Judiciary.

Messrs. Coleman, O'Neill, and Gustafson introduced—

S. F. No. 503: A bill for an act relating to landlord and tenant; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.

Which was read the first time and referred to the Committee on Judiciary.

Messrs. Chmielewski, McCutcheon, and Josefson introduced—

S. F. No. 504: A bill for an act relating to the sheriff's contingent fund; purposes and amount; amending Minnesota Statutes 1969, Section 340.024.

Which was read the first time and referred to the Committee on Local Government.

MESSAGES FROM THE HOUSE

Mr. President:

I have the honor to announce the passage by the House of the following Senate File, herewith returned:

S. F. No. 145: A bill for an act relating to police and firemen's relief association; amending Minnesota Statutes 1969, Section 69.77, by adding a subdivision.

Edward A. Burdick, Chief Clerk, House of Representatives. Returned February 10, 1971

X

ENDNOTE 16

BILLS OF THE SENATE—Continued.

Subsequent Proceedings	Returned from House	Approved	Laws 1971 Chapter
	1157	1499	155

S. F. Nos.	TITLE	First Reading and Reference	Second Reading	Other Proceedings	Third Reading and Passage	Subsequent Proceedings	Returned from House	Approved	Laws 1971 Chapter
499	Continued								
	353.27, Subdivision 6; 353.28, Subdivision 11; 353.30, Subdivision 2; 353.32, Subdivision 8; 353.34, Subdivision 4; 353.36, Subdivisions 1 and 3; 353.62 and 353.69.								
500	A bill for an act relating to aeronautics; requiring consent to permit a chemical test for intoxication as a prerequisite to operating an aircraft; prescribing penalties; amending Minnesota Statutes 1969, Chapter 360, by adding a section and Section 360.075, by adding a subdivision.	258							
501	A bill for an act relating to motor vehicles; providing for the recycling thereof; prescribing duties of the Minnesota pollution control agency and county auditors in relation thereto; imposing a tax on the sale of motor vehicles for the recycling thereof; and appropriating the proceeds of such tax.	259							
502	A bill for an act relating to landlords and tenants; creating certain covenants by landlords in all leases with a term of less than one year; amending Minnesota Statutes 1969, Chapter 504, by adding a section.	259		X					
503	A bill for an act relating to landlord and tenant; actions for the recovery of real estate; amending Minnesota Statutes 1969, Section 566.03.	259							
504	A bill for an act relating to the sheriff's contingent fund; purposes and amount; amending Minnesota Statutes 1969, Section 340.024.	259	350	347	458				
505	A bill for an act relating to intoxicating liquors; suspending the provisions on minimum retail prices for an additional two year period; amending Minnesota Statutes 1969, Chapter 340, by adding a section.	269							
506	A bill for an act relating to the claim of William Rost; arising from the loss of a cow due to brucellosis testing; appropriating money for the payment thereof.	269							
507	A bill for an act relating to pharmacy; permitting the sale of drugs and medicines by pharmacists to persons over 65; amending Minnesota Statutes 1969, Section 151.26.	269		772					

LINDA 17

HOUSE
BILLS

AUTHORS