

## 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 <sup>1</sup> , 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.

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<sup>1</sup> Endnote 1 is a copy of the bill as introduced.

Companion Bill in Senate

1971 HF 1161 had a companion bill<sup>2</sup>, 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 <sup>st</sup> Reading, referred to Judiciary Committee <sup>3</sup> (Endnote 16) Authors = O'Neill, Coleman and Krieger

[no more, see Endnote 17]

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<sup>2</sup> See Endnote 15.

<sup>3</sup> 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.