

CITY OF BEMIDJI RENTAL LEASE ADDENDUM

RIGHTS OF VICTIMS OF VIOLENCE TO TERMINATE LEASE PURSUANT TO MN STAT. 504B.206

Please review MN Stat. 504.206 for the specific statutory requirements, this addendum is intended to provide summary information to both landlords and tenants.

A victim of violence may terminate a lease in such a manner described by the above statute without penalty or liability if the tenant or another authorized occupant fears imminent violence if he/she has been subjected to:

Domestic violence, criminal sexual conduct, sexual extortion, or harassment

To do so the tenant must provide advance written notice of intent to vacate. This notice must include:

- The tenant fears imminent violence from a person as indicated by a qualifying document (such as a Order for Protection, a no contact order, a court or law enforcement document stating the tenant or authorized occupant is a victim of one of the above crimes, or a statement by a licensed health care professional, domestic abuse advocate, or sexual assault counselor)
- The tenant needs to terminate the lease
- The date the tenant will vacate
- Written instruction for disposition of any property left behind

The landlord may request the name of the perpetrator in order to protect other tenants in the building, but the tenant may decline such request for safety reasons.

The landlord may not share any of the information disclosed by the tenant unless there are certain legal actions occurring out of the tenancy, consent of the tenant, or if required otherwise by law.

The tenant is responsible for the rent for the full month in which the lease terminates and gives up a claim to return of the security deposit. Termination of the lease does not relieve the tenant of any unpaid liabilities owed prior to the lease termination.

A lease cannot waive the tenant's rights provided by MN Stat. 504B.206.

If a landlord is subject to federal statute or regulation, and such requirements conflict with this state statute, the Landlord must comply with federal requirements.

Landlord: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

STATEMENT BY QUALIFIED THIRD PARTY

I, _____ (name of qualified third party), do hereby verify as follows:

1. I am a licensed health care professional, domestic abuse advocate, as that term is defined in section 595.02, subdivision 1, paragraph (k), who has had in-person contact with _____ (name of victim(s)).
2. I have a reasonable basis to believe _____ (name of victim(s)) is a victim/are victims of domestic abuse, criminal sexual conduct, sexual extortion, or harassment and fear(s) imminent violence against the individual or authorized occupant if the individual remains (the individuals remain) in the leased premises.
3. I understand that the person(s) listed above may use this document as a basis for gaining a release from the lease.

I attest the foregoing is true and correct.

Printed name of qualified third party: _____

Signature of qualified third party: _____

Business address & business telephone: _____

Date: _____

Notice to end lease due to fear of violence (Minn. Stat. § 504B.206)

Date: _____

Dear Landlord:

Minnesota law (Minn. Stat. § 504B.206) lets me break my lease because I, or another person authorized to live in my home, fear imminent violence because of an Incident of domestic abuse, stalking, or criminal sexual conduct. This is my notice that I am breaking my lease because of fear that I or another person authorized to live in my home will become the victim of domestic or sexual violence again if I do not move.

I will move out on: _____.
(Date—this may be any date before the end of your lease)

I am attaching a copy of the *(check one)*:

- Order for Protection (OFP)
- No Contact Order
- Domestic Abuse No Contact Order (DANCO)
- Documentation from a Court official or Law Enforcement Official
- Documentation from a qualified third party—licensed health care professional, domestic abuse advocate, or sexual assault counselor

If any of my property is left behind after I move *(check one)*:

- You may get rid of my property right away
- Please store my property for 28 days and I will be responsible under the MN law for 504B.271 for storage fees.

I understand that my security deposit will not be returned to me in exchange for me being able to break my lease early due to imminent fear.

I request that you do not give the information in this letter or the attached document to anyone, especially not my abuser, as required by Minn. Stat. § 504B.206.

Signed: _____

Printed Name: _____

[Keep a copy of this letter and the document you attached for your records]