



Residential Evictions during COVID-19

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This article is not a primer on landlord tenant law; it is intended to inform an immediate response to a client seeking help with residential eviction.

The residential eviction defense landscape has changed since March of 2020. Federal, State, and local governments have created protections designed to keep tenants housed during the pandemic. Some District Courts have also changed their procedures.

COVID related tenant protections:

Here are the highlights: Governor Walz has extended the COVID emergency to June 14, 2021. He may or may not continue to extend the emergency after that. During the COVID emergency, landlords may not evict, or issue lease termination notices to their tenants. [Executive Order 20-79](#). The exceptions to the moratorium are:

The tenant:

- a. Seriously endangers the safety of other residents;
- b. Violates [Minnesota Statutes 2019, section 504B.171, subdivision 1](#) (controlled substances, prostitution, unlawful use or possession of a firearm, stolen property or property obtained by robbery, and acts under Minn. Stat. § 504B.206, subdivision 1, paragraph (a) (domestic abuse, criminal sexual conduct, and harassment));
- d. Materially violates a residential lease by the following actions on the premises, including the common area and the curtilage of the premises:
 - i. Seriously endangers the safety of others; or
 - ii. Significantly damages property.

Nonpayment of rent is not an exception.

The landlord may also issue a notice of termination of tenancy because of the need to move the property owner or property owner's family member(s) into the property, and where the property owner or property owner's family member(s) move into the property within 7 days after it is vacated by the tenant.

The Executive order requires **a pre-eviction written 7 day notice:**

6. All property owners, mortgage holders, or other persons seeking possession on grounds permitted by this Executive Order must provide a written notice of intent to file an eviction action to the tenant at least 7 days prior to filing the action, or the specified notice period included in the lease, whichever is longer.

Resources to pay rent and utilities

At some point in the near future, the Governor will not renew the COVID emergency, and the eviction moratorium will end. There are currently funds available to help tenants through Federal COVID Emergency Rental Assistance (CERA) program. You can find information about this program at RentHelpMN.org.

The basics:

- There is no ceiling on the amount that can be paid
- the debt (rent, utilities, other housing related expenses) must be directly or indirectly

COVID related;

- CERA can only pay charges incurred April 2020 or later; and
- CERA can assist with housing related costs for up to a year, with possible extensions.

There are also other funding sources for housing related debt, such as Emergency Assistance through the county, Family Homelessness Prevention Assistance Program, and various others. Tenants may access these programs by calling [211](https://RentHelpMN.org). Tenants may apply for CERA assistance directly from RentHelpMN.org.



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Evictions permitted under EO 20-79

If a tenant is threatened with, or has been served with, an eviction that is permitted under the Executive Order, and you do not plan on representing them, refer them to [Legal Aid](#). We represent tenants within our income guidelines whenever possible.

If you are representing the tenant in the eviction, Laurence McDonough has put together a helpful resource which collects and analyzes how Courts have interpreted EO 20-79. The District Court Cases discuss the meaning of "serious property damage" and who is a "substantial danger" to other residents?

You can find Mr. McDounough's *Pandemic Eviction Defense and Tenant Claims* online [here](#).

Remember: Tenants do not lose any defense they have in "normal", non-pandemic times. The Executive order provides ADDITIONAL protections, but does not take away any claims or defenses the tenant has under her lease, or under Minnesota law.