



S.A.F.E. Housing Tenant Protections

Just Cause Notice

CITY OF SAINT PAUL

March 2021



S.A.F.E Housing Saint Paul Pre-Recorded Webinar Series

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What is S.A.F.E Housing Saint Paul?

The **S.A.F.E. Housing Saint Paul Tenant Protections** are a set of new rental housing policies being implemented to support a **Stable, Accessible, Fair, and Equitable** Saint Paul rental market.

Increase
Housing
Access

Decrease
Housing
Displacement

Affirmatively
Furthering
Fair Housing

Policy Goals



ORD 20-14 Chapter 193 Section 193.05

Rights and
Responsibilities
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Limitations

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Just Cause Notice 193.05

The **Just Cause Notice policy** improves housing stability by ensuring owners establish one (1) of ten (10) **Just Causes** and provide renters with written **Just Cause Notice** in order to not renew a renter's lease.

1. Nonpayment of rent

2. Repeated late payment of rent

3. Material non-compliance

4. Refusal to renew

5. Occupancy by property owner or family member

6. Building demolition and dwelling unit conversion

7. Rehab and Renovation

8. Complying with a government order to vacate

9. Occupancy conditioned on employment

10. Exceeding occupancy



Let's review each piece in more detail.



Ending a Tenancy with Just Cause



Eviction

A court proceeding to remove a tenant or occupant from, or otherwise recover possession, of real property by the process of law. Minn. Stat CH. 504B



Termination of Tenancy

The end of a tenancy following a written notice given by a landlord to a tenant requiring a tenant to move, including nonrenewal of lease.



Just Cause Notice applies to ending a tenancy through nonrenewal of the Lease.

Just Cause does not apply to ending a tenancy by filing an Eviction in court.



Requirements of Just Cause

1. Establish Just Cause

Before giving a renter a notice to vacate, you must establish Just Cause. This means, you must:

- Identify the reason for the nonrenewal or termination
- Ensure the basis is one (1) of the ten (10) allowable Just Causes.

2. Provide Just Cause Notice

When giving a renter a notice to vacate you must do so in writing and include:

- The basis for the nonrenewal or termination (Just Cause)
- Any documentation that supports the basis of the identified Just Cause



Just Causes



1. Non-Payment of Rent

The Tenant fails to pay rent after receiving a non-payment notice from the landlord, and the landlord does not pursue a valid non-payment [Eviction](#) action but decides to Terminate Tenancy.



2. Repeated Late Payment of Rent

The Tenant repeatedly makes Late Payments of rent, no fewer than five times in a 12-month period.

- The Landlord must provide the Tenant with notice following a Late Payment that a subsequent Late Payment may be grounds for Termination of Tenancy.

12 MONTH PERIOD CALCULATIONS:

■ = month in which the late payment occurred.

CASE #1: Just Cause **Reached** (5 or more late payments in a 12 month period)

| MONTH | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | JAN |
|---------------------|-----|-----------------|-----|-----------------|-----------------|------|------|-----|-----------------|-----|-----------------|-----|-----|
| MISSED PAYMENT DATE | | 1 ST | | 2 ND | 3 RD | | | | 4 TH | | 5 TH | | |

CASE #2: Just Cause **NOT Reached** (less than 5 late payments in a 12 month period)

| MONTH | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | JAN |
|---------------------|-----------------|-----|-----------------|-----|-----|------|------|-----|-----------------|-----------------|-----|-----|-----------------|
| MISSED PAYMENT DATE | 1 ST | | 2 ND | | | | | | 3 RD | 4 TH | | | 5 TH |



3. Material Non-Compliance

After receiving a written notice to stop the action that is in violation of the lease terms from the Landlord, the Tenant continues, or fails to Cure the Deficiency, to a Material Breach of the Lease. The landlord does not pursue a valid [Eviction](#) action but decides to terminate tenancy.



4. Refusal to Renew

The Tenant refuses to renew or extend the Lease after the Landlord requests in writing that the Tenant do so.

- **For leases with automatic renewal language:** The fifteen-to-thirty-day notice period as required by Minn. [Stat. 504B.145](#) for Leases with automatic renewal provisions still applies.



5. Occupancy by Property Owner or Family Member

The property owner seeks to recover possession of the dwelling unit so that the property owner or a Family Member may occupy the unit as that person's principal residence.

- **Occupancy time frame required:** The property owner or Family Member must move into the unit within 90 days from the Tenant's vacation.
- If a Substantially Equivalent Replacement Unit is vacant and available, that unit must be made available to the Tenant at a Substantially Similar Rental Rate as the Tenant's current Lease.

Substantially Equivalent Replacement Unit shall mean a dwelling unit which is decent, safe and sanitary, contains at least the same number of bedrooms and other living areas as the Displacement Dwelling Unit, and is available at a Substantially Similar Rental Rate within the neighborhood district of the Displacement Dwelling Unit. Perfect comparability is not required.

Substantially Similar Rental Rate shall mean the Displacement Dwelling Unit rental rate plus five percent (5%) or minus ten percent (10%) of the contract rate for a Single Month Rent.



6. Building Demolishment and Dwelling Unit Conversion

The Landlord decides to:

- demolish the building;
- convert the building to a cooperative;
- convert the building or unit to nonresidential use;
- recover the unit to sell it in accordance with a condominium conversion;
- convert the dwelling unit to a unit subsidized under a local, state or federal housing program and the tenant does not qualify to rent the unit under that program



7. Rehab and Renovation

The Landlord seeks to recover possession of the dwelling unit to complete a rehabilitation or renovation that will render the unit uninhabitable for the duration of the work.

- **Extended Notice required:** The Landlord must provide 90 days' written notice to the Tenant.
- **Relocation Assistance required:** The Landlord shall provide Relocation Assistance to the Tenant upon delivery of the written notice.
- If a Substantially Equivalent Replacement Unit is vacant and available in the building, that unit may be made available to the Tenant at a Substantially Similar Rental Rate as the Tenant's current Lease.

Relocation assistance amounts subject to change based on annual affordability updates from HUD

RELOCATION ASSISTANCE AMOUNT

| # BEDROOMS | Efficiency | 1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedroom |
|----------------------------|------------|-----------|------------|------------|-----------|
| 2020 RELOCATION ASSISTANCE | \$3,258 | \$3,492 | \$4,185 | \$4,856 | \$5,400 |



8. Complying with a Government Order to Vacate

The Landlord is complying with a government agency's order to vacate, order to abate, or any other order that necessitates the vacating of the dwelling unit as a result of a violation of Saint Paul city codes or any other provision of law.

- **Relocation Assistance required:** The Landlord must provide Relocation Assistance to the Tenant upon delivery of the written notice.
- If a Substantially Equivalent Replacement Unit is vacant and available in the building, that unit may be made available to the Tenant at a Substantially Similar Rental Rate as the Tenant's current Lease.

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9. Occupancy Conditioned on Employment

The Tenant's occupancy of the unit is conditioned upon employment on the property and the employment relationship is terminated.

- The Landlord and Tenant do not choose or are unable to continue the tenancy after the employment relationship ends



10. Exceeding Occupancy

The Tenant exceeds the occupancy standards for the unit. [City of Saint Paul occupancy code](#). 34.13.

- [MN Statutes familial status changes](#). 504B.315

No Tenant may be Evicted, denied a continuing tenancy, or denied a renewal of a lease based on familial status started during the tenancy unless:

- one year has elapsed from the start of the familial status change AND;
- the Landlord has given the tenant six (6) months prior notice in writing of the termination or nonrenewal.



Required Lease Language

For all NEW residential leases, owners must include the following Just Cause language:

“The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove in court that just cause exists. The reasons for termination of tenancy listed in the City of Saint Paul’s Just Cause Notice (Sec. 193.05), and no others, shall constitute just cause under this provision”

If the property is operating as a State-licensed residential facility, the Landlord is not required to include the Just Cause Notice language in the Lease.



Good to know...



Mutual Lease Terminations

This Section does not prevent or prohibit a Landlord and Tenant from agreeing to a Mutual Lease Termination.



Evictions

This section does not prevent or prohibit a Landlord from initiating a lawful formal Eviction.



There are several MN Statutes within 504B that provide noticing requirements related to ending a tenancy. It is recommended that owners review State regulations that pertain to their specific tenancy agreement. The MN Attorney General Handbook has a Section on Ending the Tenancy that help to identify what State Statutes will apply to your situation. [Learn more here:](#)



Enforcement

| | Security Deposits | Tenant Screening Guidelines | Just Cause | Advance Notice |
|--|-------------------|-----------------------------|------------|----------------|
| Section 1.05 of the Legislative Code provides that a violation of any provision of the Legislative code is a misdemeanor, punishable by a fine not to exceed seven hundred dollars (\$700.00) or imprisonment for a term not to exceed ninety (90) days, or both. | X | X | X | X |
| Private Right of Action Created: Any Tenant aggrieved by a Landlord's noncompliance with this section has the right to file a lawsuit in court. | X | X | X | X |
| Relocation Assistance: A payment in an amount equal to three (3) times the rental housing affordability limit at sixty (60) percent of the Area Median Income (AMI) for the Twin Cities. Updated annually by HUD | | | X | X |



Have Questions or need more information?

**Visit: [StPaul.gov/SAFE](https://stpaul.gov/SAFE)
for more resources**