
EVICTIION TRAINING FOR ADVOCATES: SETTING VICTIM/SURVIVORS UP FOR SUCCESS

JULY 13, 2021



STANDPOINT

Attorneys & advocates against domestic & sexual violence

WHO IS STANDPOINT?

- Formerly known as Battered Women's Legal Advocacy Project
- 5 Attorneys: housing, immigration, criminal/civil, family law, employment, and more
- 7 Advocates: safety planning, resource referral, crisis intervention, legal advocacy, Title IX, support for advocacy organizations
- Statewide services that pertain to domestic violence and sexual assault
- Free, regardless of income, no intake required

AGENDA



1. End of eviction moratorium legislation update
2. Eviction Basics
3. Settlement Agreements
4. After the Eviction Hearing

END OF EVICTION MORATORIUM LEGISLATION

Passed and signed into law on June 29, 2021

June 30, 2021

Landlords can issue lease termination or non-renewal notices for material violations of the lease other than non-payment of rent.

Landlords can file evictions for: non-payment of rent if tenant is eligible for COVID rental assistance* but unwilling to apply or work with landlord to apply (15 day notice required); and for cases involving significant property damage, serious endangerment of others, or violation of MN Stat. 504B.171 (notice NOT required).

August 13, 2021

Landlords can issue lease termination or non-renewal notices for tenants who are behind on rent and who are NOT eligible for COVID rental assistance*.

October 12, 2021

Eviction moratorium completely ends with one exception: Tenants who are eligible for COVID rental assistance* and who are in the process of getting that assistance (through June 1, 2022).

All COVID related notice requirements end, including notice requirements.

Landlords can file evictions for material violation of the lease (notice NOT required).

July 14, 2021

Landlords can file evictions for non-payment of rent for tenants who are behind on rent and who are NOT eligible for COVID rental assistance* (15 day notice required).

September 12, 2021

*COVID rental assistance is limited to specific COVID emergency rental assistance programs: the Consolidated Appropriations Act and the American Rescue Plan Act.

NOTICE REQUIREMENT

Market Rate Properties

- Through October 12, 2021
- Required information in written notice:
 1. A statement that the eviction moratorium has ended and tenant can be evicted;
 2. Total amount of rent due; and
 3. Information about where to get rental assistance – Renthelpmn.org or dial 211.

Federally Funded (VAWA Covered) Properties

CARES Act requires 30 day written notice for all evictions.

<https://nlihc.org/federal-moratoriums>

<https://projects.propublica.org/covid-evictions/>

WHAT IS A MATERIAL VIOLATION?

As of June 30, 2021, landlords can issue lease termination or non-renewal notices for *material violations* of the lease (other than non-payment of rent). Beginning July 14, 2021, landlords can file evictions for *material violations* of the lease.

- Only applies when there is a written lease
- Material breach depends on the terms of the lease
- Notice NOT required for market rate rental properties
- CARES Act 30-day notice is required for federally funded (VAWA covered) properties



Victim/survivors of domestic abuse, sexual violence, or harassment cannot be evicted for material breach when the material breach occurred as a result of domestic or sexual violence.

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EVICTION BASICS



- Eviction is a specific legal process
- More than 90% of evictions in Minnesota are for non-payment of rent
- Self-help is not allowed
- The eviction process in Minnesota moves quickly
- Eviction remains on tenant's record indefinitely
 - Eviction appears on tenant's record when filed and remains on the record until a judge orders it removed – even when tenant remains in the rental property
 - Tenants are often surprised to learn they have an eviction record



Day 1

Eviction Complaint Filed

- On tenant's record
- Tenant does not know

Day 8-14

Eviction Hearing

- *Must* be held within 14 days of issuing the summons (courts currently have more flexibility with scheduling due to COVID)
- Trial could happen same day, but often scheduled within the next week

Day 1-7

Tenant is served (receives) Summons and Complaint

- Must be served at least 7 days before hearing date

Day 14-21

Tenant Ordered to Vacate

- Could be w/in 24 hours- Court has discretion to wait up to 7 days
- Redemption!

EVICTON TIMELINE

SERVICE: HOW TENANTS ARE GIVEN COPIES OF THE SUMMONS AND COMPLAINT

Service: specific legal procedure that dictates on how a landlord must provide the eviction summons and complaint to the tenant.

- At least 7 days prior to the hearing date
- Not on holidays
- Uninterested party
- Three options:
 1. Personal
 2. Substitute
 3. Mail and Post

LEGAL DEFENSES TO AN EVICTION ACTION

- Improper service
- Nonpayment of rent cases:
 - Tenant is eligible for COVID rent help and has application pending
 - Eviction does not qualify based on the latest eviction moratorium legislation
 - Tenant paid
 - Late fees:
 - Exceed statutory limit
 - No written lease
 - Improper utility charges
 - Repair issues
 - Property damage charges related to domestic or sexual violence
- Breach of lease cases:
 - No written lease
 - Breach was not material
 - **Eviction is a result of domestic or sexual violence**
- Holdover cases:
 - Retaliation
 - Invalid notice to vacate
 - Landlord accepted payment after notice to vacate was given and the vacation date passed

***This is NOT a complete list of defenses to an eviction case, and the validity of these defenses is very fact specific. Call us for a case specific review to determine which, if any, defenses apply.**

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EVICTION HEARING:
NO SETTLEMENT
AGREEMENT AND
TENANT CANNOT PAY

What to do when the tenant does not have the money and there is no settlement agreement:

- Ask the court for as much time as possible to move out
 - Must have a compelling reason
 - The most time the court can allow is 7 days
 - **REDEMPTION:** ("pay and stay") if tenant pays landlord in full *before* the writ is issued, landlord has to accept the payment and tenant stays
 - Must pay FULL amount owed to landlord – including court fees

EVICTION HEARING: SETTLEMENT AGREEMENTS



Payment Plan

Expungement Provisions

Caption Change

SETTLEMENT AGREEMENTS: PAYMENT PLAN



IMPORTANT: Late or partial payments will be accepted by the landlord AND will tenant will be in violation of the settlement agreement!

Payment Plan

- List specific payment amount for each payment
- Include court fees (only if in written lease), all late rent or other charges owed, next month rent

Date and Time

- List specific date and time each payment is due
- Payment must be **EXACTLY** as listed in the payment plan

Method of Payment

- Specifically list the method of payment:
 - Money order, cashiers check, etc.
 - “Agency guarantee”**
 - “Agency funds”
- How will payment be made/exchanged?

Automatic Expungement

Affidavit of Compliance

Plaintiff Will Not Oppose
Motion

SETTLEMENT
AGREEMENTS:
EXPUNGEMENT
PROVISIONS



EXPUNGEMENT PROVISIONS: AUTOMATIC EXPUNGEMENT

“Parties jointly request the Court immediately expunge this case without further hearing by (enter date), unless an Affidavit of Noncompliance of this settlement agreement is filed.”

- Court expunges automatically
- Tenant simply complies with all terms in the settlement agreement



EXPUNGEMENT PROVISIONS: AFFIDAVIT OF COMPLIANCE

“Parties jointly request this case be immediately expunged without further hearing upon Plaintiff/Defendant filing an Affidavit of Compliance.”

- Either landlord or tenant files an affidavit of compliance with the court after tenant fully complies with the agreement.
- Pros and cons for each option



EXPUNGEMENT PROVISIONS: PLAINTIFF WILL NOT OPPOSE MOTION

“Plaintiff (Landlord) will not oppose expungement if Defendant (tenant) complies with this agreement.”

- Tenant files expungement motion at some point after complying with the settlement agreement
- Least convenient expungement provision, but still worth getting!



EXPUNGEMENT PROVISIONS: CAPTION CHANGE

“Parties agree to amend the caption and the MNCIS party search index to remove Defendant’s (tenant’s) name.”

- Removes tenant name from court record and court search
- Can be helpful if tenant needs to find new housing right away
- Eviction record remains
- Tenant screening agencies might have the record w/tenant's name



<p>STATE OF MINNESOTA</p> <p>COUNTY OF HENNEPIN</p>	<p>DISTRICT COURT</p> <p>FOURTH JUDICIAL DISTRICT</p>
<p>ABC LANDLORD</p> <p>Plaintiff/Landlord</p>	<p>CASE TYPE: UNLAWFUL DETAINER (EVICTION)</p> <p>Court File No.: _____</p>
<p>VS</p>	
<p>JANE AND JOHN DOE</p> <p>Defendant/Tenant.</p>	<p>EVICTON COMPLAINT</p>

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AFTER THE EVICTION HEARING: NOT DONE YET!

Check settlement agreement for next steps!

- File Affidavit of Compliance
- File expungement motion
- Tenant should regularly search court records to make sure the eviction disappears from their record: <http://pa.courts.state.mn.us/default.aspx>

Keep copy of the settlement agreement!

- Tenant WILL need to prove the eviction was expunged at some time in the future
- Tenant will NOT be able to get copies of the settlement agreement after the case is expunged.

SETTLEMENT AGREEMENTS: COMPLIANCE

EXTREMELY IMPORTANT!

Late or partial payments will be accepted by the landlord AND tenant will be in violation of the settlement agreement.

- Plaintiff/Landlord can file an Affidavit of Noncompliance and the case will not be expunged

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HOUSING
ADVOCACY IS
IMPORTANT!



QUESTIONS?

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***COVID-19 Update:** Domestic and sexual violence programs are essential safety services. Standpoint staff will continue to work remotely under the Executive Order from Governor Walz to stay at home.*