

	EO-20-79 Requirements
	Did the landlord give a 7-day notice of intent of filing an eviction?
	Do the allegations in the Complaint fit into one of the Governor’s exceptions to the Peacetime Emergency Order? (Endangering safety of others, violation of a law as set forth in Minn. Stat. 504B.171, did the tenant materially violate a residential lease by seriously endangering the safety of others or causing significant property damage, did the tenant hold over after the termination of a residential lease for the purpose of a family member or landlord moving into property)
	CARES Act
	Is the property a “Covered Property?”
	1. Is the property supported by HUD, USDA, or Treasury (Low Income Tax Credits) for example, does the tenant receive a federal subsidy or section 8 voucher or live in a subsidized rental unit or a building that takes vouchers. Does the building provide affordable units based on tax credits
	2. Is there a federally backed loan on the property (FHA, Fannie Mae, Freddie Mac)?
	3. Check this website for information on the property (not a full listing of “covered properties” but a start) https://nlihc.org/federal-moratoriums
	Does the jurisdiction where the case is being heard require the landlord make an affirmation on the CARES Act? Did the landlord do so?
	If the property is a “covered property” did the landlord provide 30-day notice of the eviction action?
	Service
	Served at least 7 days prior to court hearing (includes weekends)?
	Not served by Plaintiff or other interested party (like property manager)?
	Not served on a legal holiday?
	Personal Service
	Substitute Service
	<ul style="list-style-type: none"> • Person of suitable age and discretion?
	<ul style="list-style-type: none"> • Can’t serve both papers on roommate unless prove tried to find tenant
	<ul style="list-style-type: none"> • Person must reside with tenant
	<ul style="list-style-type: none"> • Not served at the residence
	Mail and post
	<ul style="list-style-type: none"> • Tried on 2 different days and different times (1x after 6pm) to personal serve?
	<ul style="list-style-type: none"> • Mailed to Tenant
	<ul style="list-style-type: none"> • Posted after mailed to Tenant
	Preconditions for Recovery of the Premises
	Is Plaintiff entitled to possession of building or an authorized agent?
	If Corporation, must be represented by an attorney ?

	Is Plaintiff or Plaintiff's agent charging a separate fee to represent owner and engaged in unauthorized practice of law?
	Did Plaintiff disclose principal names and addresses?
	Did Plaintiff properly register business with Secretary of State?
	Did Plaintiff fail to state a claim/facts which authorize recovery of the premises?
	If Plaintiff is landlord of residential building with 12 or more units, was a written lease provided?
	Is Tenant military or national guard member?
	If lease has notice requirement, did Plaintiff give notice and attach to complaint?
	Breach of Lease
	Did P attach a copy of lease to the Complaint?
	Was the breach material? (Was the breach so substantial and fundamental that it defeats the object of the parties in entering into the contract?)
	Is the breach one allowed to go forward under EO 20-79 (seriously endangering the safety of others, significant property damage)
	Was the case an expedited case?
	Does D dispute grounds for expedited case? (illegal drugs, prostitution, guns, stolen property look at Minn. Stat. 504B.171)
	Is P penalizing D for calling 911 for DV or for other conduct?
	Is the basis for the eviction a result of tenant or other authorized occupant being a victim of DV, criminal sexual conduct, or stalking?
	<ul style="list-style-type: none"> Is it a subsidized property? If so VAWA protections for breach
	Did P provide a copy of the lease before filing the case?
	Is it an oral lease that only provides for the payment of rent?
	Did P waive lease provisions by accepting rent with knowledge of the breach? Did P waive lease provisions by failing to enforce them?
	Is P discriminating against D as a member of a protected class?
	Did P fail to reasonably accommodate D's disability?
	Is the lease term illegal, unconscionable, an adhesion contract, or discriminatory
	Holding Over Cases
	Was the termination of lease or nonrenewal of lease one allowed under EO 20-79 was it due to 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
	In holding over after notice case (Hennepin and Ramsey ONLY), LL did not attach copy of termination notice to complaint?
	Proper notice to end lease provided?
	<ul style="list-style-type: none"> Month to month—1 full month notice received before rent due
	<ul style="list-style-type: none"> How many days required in written lease?
	Was notice retaliatory
	<ul style="list-style-type: none"> statutory

	<ul style="list-style-type: none"> • Common law retaliation for complaints that LL violated state or local law, residential covenants or lease
	Did LL accept or demand rent after move out date?
	LL discriminating against tenant as part of protected class?
	Is eviction based on foreclosure of mortgage or cancellation of contract for deed?
	Request for Relief
	More time to schedule a trial or extend the time to move under House File No. 4556, Art. 1, §16. https://www.revisor.mn.gov/laws/2020/0/Session+Law/Chapter/74/
	Dismissal
	LL improperly filed expedited case—dismiss case and award tenant \$500
	Abate current and future rent until repairs completed
	Abate current and future rent until LL stops unlawful activity on property
	LL is business not registered with Sec of State—continue hearing and award tenant \$250
	LL violated shared meter statute
	<ul style="list-style-type: none"> • Abate rent
	<ul style="list-style-type: none"> • Award treble damages or \$500, whichever greater
	<ul style="list-style-type: none"> • Attorney fees
	Other Costs
	Expungement of eviction