

To: Sonja J. Woodward
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Date: March 13, 2026
Re: Eviction Rights for Servicemembers in Minnesota

I. RESEARCH QUESTION

What eviction rights exist for active U.S. servicemembers under the Servicemembers Civil Relief Act (SCRA) and any other applicable law?

II. SHORT ANSWER

Active duty servicemembers are entitled to protections against eviction under the federal SCRA and Minnesota law. 50 U.S.C. §§ 3931, 3932, 3935, 3936, 3951, 3955. Minnesota law incorporates and expands on these federal protections. Minn. Stat. §§ 190.055(a)(1); 325G.55, subd. 2.¹ In particular, active duty servicemembers have the following protections against eviction, discussed in corresponding sections below (linked):

- Landlords must apply for and obtain a court order to evict (III.A);
- Servicemembers may request a stay to court-ordered eviction proceedings (III.B);
- Servicemembers may request the court to adjust lease obligations (III.C);
- Servicemembers are entitled to lease termination and refund of deposits (III.D);
- Eviction-related deadlines are tolled by active military service (III.E); and
- Servicemembers may request to reopen default judgments (III.F).

III. ANALYSIS

Statutory housing protections for active duty servicemembers trace their origins to the Soldiers' and Sailors' Civil Relief Act of 1940, which codified Congress's intent to shield servicemembers from adverse civil actions during active duty. Pub. L. No. 76-861, 54 Stat. 1178 (1940). In 2003, Congress expanded these protections under an amended act, the Servicemembers Civil Relief Act (SCRA). 50 U.S.C. §§ 3901–4043. As amended, the SCRA

¹ See [Appendix](#) for full text of federal and state statutes. Lettered headings in memorandum link to the relevant statute section in the Appendix.

provides an express right of private action for individuals affected by violations of the Act. § 4042(a)–(b) (authorizing equitable and declaratory relief, monetary damages, and other appropriate relief, including costs and reasonable attorney’s fees). The following sections describe servicemembers’ rights under the SCRA and Minnesota state law.

A. Evictions Must Be Court-Ordered.

A landlord may not evict a servicemember, or subject the covered premises to distress, during a period of military service except by court order. § 3951(a)(1). The statute applies to premises occupied or intended to be occupied primarily as a residence and falling within the statutorily defined rent threshold, which is adjusted annually based on inflation. § 3951(a)(1)(A)(ii). In 2025, the annual rent threshold was \$10,239.63. *See* Notice of Housing Price Inflation Adjustment for Calendar Year 2025, 90 Fed. Reg. 21,473 (May 20, 2025).

By conditioning eviction on judicial order, § 3951 establishes a supervised framework for eviction proceedings involving active servicemembers in which the court must evaluate the impact of military service before eviction occurs. An enforcement provision in § 3951 gives the court-order requirement teeth by making it a misdemeanor to knowingly attempt or participate in a noncompliant eviction or distress. § 3951(c).

i. Separate Standard Under § 3951

Notably, the standard for housing-related relief under § 3951 turns on practical impacts of military service on lease performance, rather than the servicemember’s ability to appear in the eviction action. This is less stringent than the standard for obtaining a stay of eviction proceedings under § 3932. *Compare* § 3951(b) (directing courts to grant relief when military service “materially affect[s]” the servicemember’s “ability to pay the agreed rent”) *with* § 3932(f) (authorizing stay when military duty “materially affect[s] the servicemember’s ability to appear” in the action and requiring a formal showing supported by a servicemember statement and commanding-officer communication); § 3951(e) (excluding application of § 3932 to any provision of § 3951).

ii. Limitations to § 3951

There are limitations to the significant protections of § 3951. In *Hale v. Strano & Associates, Ltd.*, an active duty servicemember and his family alleged that a property manager violated the SCRA by evicting them without obtaining a specific Illinois eviction form. No. 3:23-CV-3530-NJR, 2023 WL 8372824, at *3 (S.D. Ill. Dec. 4, 2023). The district court held that § 3951(a) requires only that eviction occur pursuant to a court order, which had been entered through the state eviction judgment, and rejected the argument that the SCRA incorporates

additional state procedures. *Id.* Thus, plaintiffs may not use § 3951 as a vehicle to enforce additional state law requirements beyond the baseline existence of a court order.

Courts have also declined to extend § 3951 to claims premised on constructive eviction or habitability disputes where no court-ordered removal occurs. *Greer v. Balfour Beatty Communities, LLC*, No. CV 124-215, 2025 WL 2382938, at *7 (S.D. Ga. Aug. 15, 2025) (dismissing SCRA claim where servicemembers alleged that unsafe military housing conditions, including mold and flooding, effectively forced them from their residence because the SCRA’s prohibition on eviction “except by court order” contemplates an affirmative act to expel a tenant rather than a landlord’s failure to maintain the premises); *Yarbrough v. Hunt Southern Group, LLC*, 836 F. App’x 238, 241 (5th Cir. 2020) (affirming dismissal of SCRA claim where plaintiffs alleged constructive eviction arising from housing conditions but failed to show actual displacement).

B. Servicemembers May Seek to Stay Eviction Proceedings.

Even if the landlord obtains a court order, the servicemember has the right to seek a stay of eviction proceedings under § 3951(b). If a servicemember “whose ability to pay rent is materially affected by military service” requests a stay, the court must stay the proceedings for ninety days, unless “justice and equity require a longer or shorter period of time.” § 3951(b)(1)(A).

C. Servicemembers May Seek to Adjust Rental Obligations.

Another form of relief is adjusting rental obligations. The SCRA grants courts authority to tailor relief to the circumstances of the tenancy, including restructuring payment obligations or otherwise modifying performance during military service, “to preserve the interests of all parties.” § 3951(b)(1)(B). Courts may exercise this authority at the request of the servicemember or *sua sponte*. § 3951(b)(1). Courts may also “set the terms and amounts for such installment payments [for the duration of a stay] as is considered reasonable.” § 3935(a).

D. Servicemembers Are Entitled to Terminate the Lease and Receive a Refund.

Servicemembers are not only entitled under federal law to terminate a lease without penalty, but Minnesota law further entitles servicemembers to receive a refund of deposits made for that lease. Minnesota law fully incorporates the SCRA and provides this extra protection. [Minn. Stat. § 190.055\(a\)\(1\)](#) (incorporating SCRA protections into Minnesota law).²

² Minnesota Statutes cite the SCRA at 50 U.S.C. App. §§ 501–596, as codified prior to amendment in 2003. The SCRA is now codified at 50 U.S.C. §§ 3901–4043.

i. Lease Termination

Servicemembers may elect to terminate a lease “at any time” after the servicemember’s (1) “entry into military service;” (2) date of “military orders;” or (3) date of “stop movement order.”³ § 3955(a)(1)(A)–(C). Similarly, the servicemember or their spouse may terminate the lease if the servicemember experiences “catastrophic injury or illness” during “a period of military service or while performing covered service.” § 3955(a)(4)(A). These protections apply to “leases of premises occupied, or intended to be occupied, by a servicemember or a servicemember’s dependents for a residential, professional, business, agricultural, or similar purpose[.]” § 3955(b)(1); *see* § 3955(c) (describing procedural requirements for termination); *see also* [Minn. Stat. § 325G.55, subd. 2](#) (servicemembers who are “issued orders into active duty, for deployment, or for a permanent change of duty station, subsequent to the execution of the [rental] contract” are “entitled to cancel the contract at no penalty”).

Furthermore, a servicemember who terminates a residential lease under § 3955 is obligated to pay rent only through the effective termination date. § 3955(d)(1). Any rent paid in advance for a period after that time must be refunded within 30 days. § 3955(f). The SCRA expressly provides that rent unpaid for the period preceding termination must be paid on a prorated basis and prohibits the imposition of any early termination charge. § 3955(e)(1). The servicemember remains responsible only for those “taxes, summonses, or other obligations and liabilities . . . in accordance with the terms of the lease” that are “due and unpaid at the time of termination.” *Id.* Moreover, a landlord may not offset lost profits from lease termination by keeping a servicemember’s personal effects, security deposit, or other property. § 3955(h).

ii. Refund

Beyond adopting the SCRA, as noted above, Minnesota law adds the right to full refund of deposits. [Minn. Stat. § 325G.55, subd. 2](#) (providing that servicemembers who are “entitled to cancel the contract at no penalty” are also entitled to “a full refund of any money which may have been placed on deposit”).⁴

³ The SCRA does not define a “stop movement order.” However, U.S. Department of Defense (DoD) issued a memorandum in connection with COVID-19 that exemplifies such an order. *See* DoD Memorandum, *Stop Movement for All Domestic Travel for DoD Components in Response to Coronavirus (COVID-19)* (Mar. 13, 2020) (directive ordering military personnel and certain civilians to temporarily “stop movement,” including suspending permanent change-of-station moves, temporary duty assignments, and other official travel, except for mission-essential or specifically authorized movement).

⁴ Note the statute is titled “CANCELLATION WITHOUT PENALTY OF RENTAL.” Accordingly, the phrase “full refund of any money” indicates that the refund may not be reduced by a cancellation

E. Active Duty Tolls Applicable Deadlines.

Section 3936 preserves servicemember rights by tolling applicable deadlines during active duty. 50 U.S.C. § 3936 (“The period of a servicemember’s military service may not be included in computing any period limited by law, regulation, or order for the bringing of any action or proceeding in a court . . . or the United States by or against the servicemember or the servicemember’s heirs, executors, administrators, or assigns.”). The Supreme Court has characterized § 3936 as “unambiguous, unequivocal, and unlimited,” and rejected arguments that tolling requires a showing of material effect. *Conroy v. Aniskoff*, 507 U.S. 511, 514–15 (1993).

F. Servicemembers May Apply to Reopen Default Judgment.

The SCRA also provides a mechanism for reopening default judgments entered against servicemembers unable to appear due to military service. § 3931. If a default judgment is entered during active duty (or within sixty days thereafter), the court must reopen the judgment upon application if the servicemember shows that military service materially affected the ability to defend the action and that a meritorious defense exists. § 3931(g)(1)(A)–(B). The filing deadline for an application to reopen is ninety days after the end of active military service. § 3931(g)(2).

IV. CONCLUSION

The SCRA and Minnesota laws that shield active duty servicemembers against eviction reflect legislators’ intent to protect those who protect us. Courts have also reiterated that the SCRA, like its predecessor statute, is to be construed “with an eye friendly to those who dropped their affairs to answer their country’s call.” *See, e.g., Addi v. Corvias Mgmt.-Army, LLC*, No. ELH-19-3253, 2020 WL 5076170, at *40 (D. Md. Aug. 27, 2020) (quoting *Le Maistre v. Leffers*, 333 U.S. 1, 6 (1948)); *U.S. Bank Tr., N.A. v. Chae*, No. 1:17-cv-1171-AT-AJB, 2017 WL 8217730, at *5 (N.D. Ga. Apr. 17, 2017) (quoting same); *Bright Horizons Props. v. Simpson*, No. 1:11-CV-02458-SCJ-AJB, 2011 WL 13319203, at *5 (N.D. Ga. Aug. 8, 2011) (quoting same). With this backing, servicemembers have legal tools to contest unlawful evictions.

penalty. The statute does not expressly address whether a full refund is warranted if premises are damaged or destroyed during tenancy.

APPENDIX

50 U.S.C. Ch. 50 SERVICEMEMBERS CIVIL RELIEF

§3931. Protection of servicemembers against default judgments

(a) Applicability of section

This section applies to any civil action or proceeding, including any child custody proceeding, in which the defendant does not make an appearance.

(b) Affidavit requirement

(1) Plaintiff to file affidavit

In any action or proceeding covered by this section, the court, before entering judgment for the plaintiff, shall require the plaintiff to file with the court an affidavit—

stating whether or not the defendant is in military service and showing necessary facts to support the affidavit; or

if the plaintiff is unable to determine whether or not the defendant is in military service, stating that the plaintiff is unable to determine whether or not the defendant is in military service.

(2) Appointment of attorney to represent defendant in military service

If in an action covered by this section it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If an attorney appointed under this section to represent a servicemember cannot locate the servicemember, actions by the attorney in the case shall not waive any defense of the servicemember or otherwise bind the servicemember.

(3) Defendant's military status not ascertained by affidavit

If based upon the affidavits filed in such an action, the court is unable to determine whether the defendant is in military service, the court, before entering judgment, may require the plaintiff to file a bond in an amount approved by the court. If the defendant is later found to be in military service, the bond shall be available to indemnify the defendant against any loss or damage the defendant may suffer by reason of any judgment for the plaintiff against the defendant, should the judgment be set aside in whole or in part. The bond shall remain in effect until expiration of the time for appeal and setting aside of a judgment

under applicable Federal or State law or regulation or under any applicable ordinance of a political subdivision of a State. The court may issue such orders or enter such judgments as the court determines necessary to protect the rights of the defendant under this chapter.

(4) Satisfaction of requirement for affidavit

The requirement for an affidavit under paragraph (1) may be satisfied by a statement, declaration, verification, or certificate, in writing, subscribed and certified or declared to be true under penalty of perjury.

(c) Penalty for making or using false affidavit

A person who makes or uses an affidavit permitted under subsection (b) (or a statement, declaration, verification, or certificate as authorized under subsection (b)(4)) knowing it to be false, shall be fined as provided in title 18, or imprisoned for not more than one year, or both.

(d) Stay of proceedings

In an action covered by this section in which the defendant is in military service, the court shall grant a stay of proceedings for a minimum period of 90 days under this subsection upon application of counsel, or on the court's own motion, if the court determines that—

there may be a defense to the action and a defense cannot be presented without the presence of the defendant; or

after due diligence, counsel has been unable to contact the defendant or otherwise determine if a meritorious defense exists.

(e) Inapplicability of section 3932 procedures

A stay of proceedings under subsection (d) shall not be controlled by procedures or requirements under section 3932 of this title.

(f) Section 3932 protection

If a servicemember who is a defendant in an action covered by this section receives actual notice of the action, the servicemember may request a stay of proceeding under section 3932 of this title.

(g) Vacation or setting aside of default judgments

(1) Authority for court to vacate or set aside judgment

If a default judgment is entered in an action covered by this section against a servicemember during the servicemember's period of military service (or within 60 days after termination of or release from such military service), the court entering the judgment shall, upon application by or on behalf of the servicemember, reopen the judgment for the purpose of allowing the servicemember to defend the action if it appears that—

the servicemember was materially affected by reason of that military service in making a defense to the action; and

the servicemember has a meritorious or legal defense to the action or some part of it.

(2) Time for filing application

An application under this subsection must be filed not later than 90 days after the date of the termination of or release from military service.

(h) Protection of bona fide purchaser

If a court vacates, sets aside, or reverses a default judgment against a servicemember and the vacating, setting aside, or reversing is because of a provision of this chapter, that action shall not impair a right or title acquired by a bona fide purchaser for value under the default judgment.

(Oct. 17, 1940, ch. 888, title II, §201, as added Pub. L. 108-189, §1, Dec. 19, 2003, 117 Stat. 2840; amended Pub. L. 110-181, div. A, title V, §584(a), Jan. 28, 2008, 122 Stat. 128.)

§3932. Stay of proceedings when servicemember has notice

(a) Applicability of section

This section applies to any civil action or proceeding, including any child custody proceeding, in which the plaintiff or defendant at the time of filing an application under this section—

is in military service or is within 90 days after termination of or release from military service; and

has received notice of the action or proceeding.

(b) Stay of proceedings

(1) Authority for stay

At any stage before final judgment in a civil action or proceeding in which a servicemember described in subsection (a) is a party, the court may on its own motion and shall, upon application by the servicemember, stay the action for a period of not less than 90 days, if the conditions in paragraph (2) are met.

(2) Conditions for stay

An application for a stay under paragraph (1) shall include the following:

A letter or other communication setting forth facts stating the manner in which current military duty requirements materially affect the servicemember's ability to appear and stating a date when the servicemember will be available to appear.

A letter or other communication from the servicemember's commanding officer stating that the servicemember's current military duty prevents appearance and that military leave is not authorized for the servicemember at the time of the letter.

(c) Application not a waiver of defenses

An application for a stay under this section does not constitute an appearance for jurisdictional purposes and does not constitute a waiver of any substantive or procedural defense (including a defense relating to lack of personal jurisdiction).

(d) Additional stay

(1) Application

A servicemember who is granted a stay of a civil action or proceeding under subsection (b) may apply for an additional stay based on continuing material affect of military duty on the servicemember's ability to appear. Such an application may be made by the servicemember at the time of the initial application under subsection (b) or when it appears that the servicemember is unavailable to prosecute or defend the action. The same information required under subsection (b)(2) shall be included in an application under this subsection.

(2) Appointment of counsel when additional stay refused

If the court refuses to grant an additional stay of proceedings under paragraph (1), the court shall appoint counsel to represent the servicemember in the action or proceeding.

(e) Coordination with section 3931

A servicemember who applies for a stay under this section and is unsuccessful may not seek the protections afforded by section 3931 of this title.

(f) Inapplicability to section 3951

The protections of this section do not apply to section 3951 of this title.

(Oct. 17, 1940, ch. 888, title II, §202, as added Pub. L. 108–189, §1, Dec. 19, 2003, 117 Stat. 2842; amended Pub. L. 108–454, title VII, §703, Dec. 10, 2004, 118 Stat. 3624; Pub. L. 110–181, div. A, title V, §584(b), Jan. 28, 2008, 122 Stat. 128.)

§3935. Duration and term of stays; codefendants not in service

(a) Period of stay

A stay of an action, proceeding, attachment, or execution made pursuant to the provisions of this chapter by a court may be ordered for the period of military service and 90 days thereafter, or for any part of that period. The court may set the terms and amounts for such installment payments as is considered reasonable by the court.

(b) Codefendants

If the servicemember is a codefendant with others who are not in military service and who are not entitled to the relief and protections provided under this chapter, the plaintiff may proceed against those other defendants with the approval of the court.

(c) Inapplicability of section

This section does not apply to sections 3932 and 4021 of this title.

(Oct. 17, 1940, ch. 888, title II, §205, as added Pub. L. 108–189, §1, Dec. 19, 2003, 117 Stat. 2844.)

§3936. Statute of limitations

(a) Tolling of statutes of limitation during military service

The period of a servicemember's military service may not be included in computing any period limited by law, regulation, or order for the bringing of any action or proceeding in a court, or in any board, bureau, commission, department, or other agency of a State (or political subdivision of a State) or the United States by or against the servicemember or the servicemember's heirs, executors, administrators, or assigns.

(b) Redemption of real property

A period of military service may not be included in computing any period provided by law for the redemption of real property sold or forfeited to enforce an obligation, tax, or assessment.

(c) Inapplicability to internal revenue laws

This section does not apply to any period of limitation prescribed by or under the internal revenue laws of the United States.

(Oct. 17, 1940, ch. 888, title II, §206, as added Pub. L. 108-189, §1, Dec. 19, 2003, 117 Stat. 2844.)

§3951. Evictions and distress

(a) Court-ordered eviction

(1) In general

Except by court order, a landlord (or another person with paramount title) may not—

(A) evict a servicemember, or the dependents of a servicemember, during a period of military service of the servicemember, from premises—

(i) that are occupied or intended to be occupied primarily as a residence; and

(ii) for which the monthly rent does not exceed \$2,400, as adjusted under paragraph (2) for years after 2003; or

(B) subject such premises to a distress during the period of military service.

(2) Housing price inflation adjustment

(A) For calendar years beginning with 2004, the amount in effect under paragraph (1)(A)(ii) shall be increased by the housing price inflation adjustment for the calendar year involved.

(B) For purposes of this paragraph—

(i) The housing price inflation adjustment for any calendar year is the percentage change (if any) by which—

(I) the CPI housing component for November of the preceding calendar year, exceeds

(II) the CPI housing component for November of 1984.

(ii) The term "CPI housing component" means the index published by the Bureau of Labor Statistics of the Department of Labor known as the Consumer Price Index, All Urban Consumers, Rent of Primary Residence, U.S. City Average.

(3) Publication of housing price inflation adjustment

The Secretary of Defense shall cause to be published in the Federal Register each year the amount in effect under paragraph (1)(A)(ii) for that year following the housing price inflation adjustment for that year pursuant to paragraph (2). Such publication shall be made for a year not later than 60 days after such adjustment is made for that year.

(b) Stay of execution

(1) Court authority

Upon an application for eviction or distress with respect to premises covered by this section, the court may on its own motion and shall, if a request is made by or on behalf of a servicemember whose ability to pay the agreed rent is materially affected by military service –

(A) stay the proceedings for a period of 90 days, unless in the opinion of the court, justice and equity require a longer or shorter period of time; or

(B) adjust the obligation under the lease to preserve the interests of all parties.

(2) Relief to landlord

If a stay is granted under paragraph (1), the court may grant to the landlord (or other person with paramount title) such relief as equity may require.

(c) Misdemeanor

Except as provided in subsection (a), a person who knowingly takes part in an eviction or distress described in subsection (a), or who knowingly attempts to do so, shall be fined as provided in title 18, or imprisoned for not more than one year, or both.

(d) Rent allotment from pay of servicemember

To the extent required by a court order related to property which is the subject of a court action under this section, the Secretary concerned shall make an allotment from the pay of a servicemember to satisfy the terms of such order, except that any such allotment shall be subject to regulations prescribed by the Secretary concerned

establishing the maximum amount of pay of servicemembers that may be allotted under this subsection.

(e) Limitation of applicability

Section 3932 of this title is not applicable to this section.

(Oct. 17, 1940, ch. 888, title III, §301, as added Pub. L. 108-189, §1, Dec. 19, 2003, 117 Stat. 2845; amended Pub. L. 111-275, title III, §303(b)(2), Oct. 13, 2010, 124 Stat. 2877.)

§3955. Termination of residential or motor vehicle leases

(a) Termination

(1) Termination by lessee

The lessee on a lease described in subsection (b) may, at the lessee's option, terminate the lease at any time after —

(A) the lessee's entry into military service;

(B) the date of the lessee's military orders described in paragraph (1)(B) or (2)(B) of subsection (b), as the case may be; or

(C) the date of the lessee's stop movement order described in paragraph (1)(C) or (2)(C) of subsection (b), as the case may be.

(2) Joint leases

A lessee's termination of a lease pursuant to this subsection shall terminate any obligation a dependent of the lessee may have under the lease.

(3) Death of lessee

The spouse or dependent of the lessee on a lease described in subsection (b) may terminate the lease during the one-year period beginning on the date of the death of the lessee, if the lessee dies while in military service or while performing full-time National Guard duty, active Guard and Reserve duty, or inactive-duty training (as such terms are defined in section 101(d) of title 10).

(4) Catastrophic injury or illness of lessee

(A) Termination

If the lessee on a lease described in subsection (b) incurs a catastrophic injury or illness during a period of military service or while performing covered service,

during the one-year period beginning on the date on which the lessee incurs such injury or illness—

- (i) the lessee may terminate the lease; or
- (ii) in the case of a lessee who lacks the mental capacity to contract or to manage his or her own affairs (including disbursement of funds without limitation) due to such injury or illness, the spouse or dependent of the lessee may terminate the lease.

(B) Definitions

In this paragraph:

- (i) The term "catastrophic injury or illness" has the meaning given that term in section 439(g) of title 37.
- (ii) The term "covered service" means full-time National Guard duty, active Guard and Reserve duty, or inactive-duty training (as such terms are defined in section 101(d) of title 10).

(b) Covered leases

This section applies to the following leases:

(1) Leases of premises

A lease of premises occupied, or intended to be occupied, by a servicemember or a servicemember's dependents for a residential, professional, business, agricultural, or similar purpose if—

- (A) the lease is executed by or on behalf of a person who thereafter and during the term of the lease enters military service;
- (B) the servicemember, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days; or
- (C) the servicemember, while in military service—
 - (i) executes a lease upon receipt of military orders for a permanent change of station or to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 90 days; and
 - (ii) thereafter receives a stop movement order issued by the Secretary concerned in response to a local, national, or global emergency, effective

for an indefinite period or for a period of not less than 30 days, which prevents the servicemember or servicemember's dependents from occupying the lease for a residential, professional, business, agricultural, or similar purpose.

(2) Leases of motor vehicles

A lease of a motor vehicle used, or intended to be used, by a servicemember or a servicemember's dependents for personal or business transportation if –

(A) the lease is executed by or on behalf of a person who thereafter and during the term of the lease enters military service under a call or order specifying a period of not less than 180 days (or who enters military service under a call or order specifying a period of 180 days or less and who, without a break in service, receives orders extending the period of military service to a period of not less than 180 days);

(B) the servicemember, while in military service, executes the lease and thereafter receives military orders –

(i) for a change of permanent station –

(I) from a location in the continental United States to a location outside the continental United States; or

(II) from a location in a State outside the continental United States to any location outside that State; or

(ii) to deploy with a military unit, or as an individual in support of a military operation, for a period of not less than 180 days; or

(C) the servicemember, while in military service –

(i) executes a lease upon receipt of military orders described in subparagraph (B); and

(ii) thereafter receives a stop movement order issued by the Secretary concerned in response to a local, national, or global emergency, effective for an indefinite period or for a period of not less than 30 days, which prevents the servicemember, or the servicemember's dependents, from using the vehicle for personal or business transportation.

(c) Manner of termination

(1) In general

Termination of a lease under subsection (a) is made –

(A) by delivery by the lessee of written notice of such termination, and a copy of the servicemember's military orders, to the lessor (or the lessor's grantee), or to the lessor's agent (or the agent's grantee); and

(B) in the case of a lease of a motor vehicle, by return of the motor vehicle by the lessee to the lessor (or the lessor's grantee), or to the lessor's agent (or the agent's grantee), not later than 15 days after the date of the delivery of written notice under subparagraph (A).

(2) Delivery of notice

Delivery of notice under paragraph (1)(A) may be accomplished –

(A) by hand delivery;

(B) by private business carrier;

(C) by placing the written notice in an envelope with sufficient postage and with return receipt requested, and addressed as designated by the lessor (or the lessor's grantee) or to the lessor's agent (or the agent's grantee), and depositing the written notice in the United States mails; or

(D) by electronic means, including –

(i) the direct delivery of material to an electronic address designated by the lessor (or the lessor's grantee) or the lessor's agent (or the agent's grantee);

(ii) the posting of material to a website or other internet or electronic-based information repository to which access has been granted to the lessee, the lessor (or the lessor's grantee), or the lessor's agent (or the agent's grantee); and

(iii) other electronic means reasonably calculated to ensure actual receipt of the material by the lessor (or the lessor's grantee) or the lessor's agent (or the agent's grantee).

(d) Effective date of lease termination

(1) Lease of premises

(A) Entrance to military service, permanent change of station, or deployment

In the case of a lease described in subparagraph (A) or (B) of subsection (b)(1) that provides for monthly payment of rent, termination of the lease under subsection (a) is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice under subsection (c) is delivered. In the case of any other lease described in subparagraphs (A) and (B) of subsection (b)(1) termination of the lease under subsection (a) is effective on the last day of the month following the month in which the notice is delivered.

(B) Stop movement orders

In the case of a lease described in subsection (b)(1)(C), termination of the lease under subsection (a) is effective on the date on which the requirements of subsection (c) are met for such termination.

(2) Lease of motor vehicles

In the case of a lease described in subsection (b)(2), termination of the lease under subsection (a) is effective on the day on which the requirements of subsection (c) are met for such termination.

(e) Arrearages and other obligations and liabilities

(1) Leases of premises

Rent amounts for a lease described in subsection (b)(1) that are unpaid for the period preceding the effective date of the lease termination shall be paid on a prorated basis. The lessor may not impose an early termination charge, but any taxes, summonses, or other obligations and liabilities of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee for excess wear, that are due and unpaid at the time of termination of the lease shall be paid by the lessee.

(2) Leases of motor vehicles

Lease amounts for a lease described in subsection (b)(2) that are unpaid for the period preceding the effective date of the lease termination shall be paid on a prorated basis. The lessor may not impose an early termination charge, but any taxes, summonses, title and registration fees, or other obligations and liabilities of the lessee in accordance with the terms of the lease, including reasonable charges to the lessee for excess wear or use and mileage, that are due and unpaid at the time of termination of the lease shall be paid by the lessee.

(f) Rent paid in advance

Rents or lease amounts paid in advance for a period after the effective date of the termination of the lease shall be refunded to the lessee by the lessor (or the lessor's assignee or the assignee's agent) within 30 days of the effective date of the termination of the lease.

(g) Relief to lessor

Upon application by the lessor to a court before the termination date provided in the written notice, relief granted by this section to a servicemember may be modified as justice and equity require.

(h) Misdemeanor

Any person who knowingly seizes, holds, or detains the personal effects, security deposit, or other property of a servicemember or a servicemember's dependent who lawfully terminates a lease covered by this section, or who knowingly interferes with the removal of such property from premises covered by such lease, for the purpose of subjecting or attempting to subject any of such property to a claim for rent accruing subsequent to the date of termination of such lease, or attempts to do so, shall be fined as provided in title 18, or imprisoned for not more than one year, or both.

(i) Definitions

In this section:

(1) Military orders

The term "military orders", with respect to a servicemember, means official military orders (including orders for separation or retirement), or any notification, certification, or verification from the servicemember's commanding officer, with respect to the servicemember's current or future military duty status.

(2) ConUS

The term "continental United States" means the 48 contiguous States and the District of Columbia.

(3) Permanent change of station

The term "permanent change of station" includes separation or retirement from military service.

(Oct. 17, 1940, ch. 888, title III, §305, as added Pub. L. 108-189, §1, Dec. 19, 2003, 117 Stat. 2848; amended Pub. L. 108-454, title VII, §704, Dec. 10, 2004, 118 Stat. 3624; Pub. L. 111-275, title III, §§301, 303(b)(5), Oct. 13, 2010, 124 Stat. 2875, 2878; Pub. L. 115-407, title III,

§301, Dec. 31, 2018, 132 Stat. 5373; Pub. L. 116-92, div. A, title V, §§545, 546, Dec. 20, 2019, 133 Stat. 1377; Pub. L. 116-158, §1(a)-(d), Aug. 14, 2020, 134 Stat. 706, 707; Pub. L. 116-283, div. A, title V, §549, Jan. 1, 2021, 134 Stat. 3620; Pub. L. 116-315, title VII, §§7201(a), 7202(a), Jan. 5, 2021, 134 Stat. 5063.)

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CHAPTER 190. MILITARY FORCES

190.055 PROTECTIONS.

(a) A person called or ordered to active service, as defined in section 190.05, subdivision 5a or 5b, has all the protections afforded to persons in the military service of the United States under:

(1) the Servicemembers Civil Relief Act, United States Code, Appendix 50, sections 501 to 548, and 560 to 591, as amended at any time; and

(2) the Uniformed Services Employment and Reemployment Rights Act, United States Code, title 38, sections 4301 to 4333, as amended at any time.

(b) The acts referenced in paragraph (a), clauses (1) and (2), may be cited as the "SCRA" and "USERRA," respectively.

CHAPTER 325G. CONSUMER PROTECTION; SOLICITATION OF SALES

325G.55 CANCELLATION WITHOUT PENALTY OF RENTAL, CLUB, SERVICE, AND MEMBERSHIP TRAVEL CONTRACTS BY MILITARY SERVICE PERSONNEL.

Subdivision 1. **Application.**

This section applies to any rental contracts, club contracts under section 325G.23, service contracts, and membership travel contracts under section 325G.50 in which:

(1) such a contract was executed by or on the behalf of a person who, after the execution of the contract, was issued orders into active duty, for deployment, or for a permanent change of duty station; and

(2) where as a result of the orders it is impractical for the person to enjoy the benefits of the contract.

Subd. 2. Authority.

A service member who enters into a rental, club, membership travel, or service contract, and who is issued orders into active duty, for deployment, or for a permanent change of duty station, subsequent to the execution of the contract, is entitled to cancel the contract at no penalty and with a full refund of any money which may have been placed on deposit where the service member's military activation, deployment, or change in duty station causes it to be impractical for the service member to abide by the terms and conditions of the contract. For purposes of this section, "service contract" includes those for services such as television, computer, Internet service, or any other type of service.

Subd. 3. Notice.

Any such contract may be terminated by notice in writing sent to the contractor by the person issued orders for active duty, for deployment, or for a permanent change of duty station, canceling the service member's rental, club, or membership travel contract. The notice must include a copy of the orders in question. Delivery of the notice must be made by certified mail addressed to the contractor. The termination of the contract is effective the day following receipt of proper notice as described in this subdivision.

Subd. 4. Enforcement.

This section may be enforced by the attorney general pursuant to section 8.31.