

1.1 moves to amend H.F. No. 2151, the second engrossment as follows:

1.2 Delete everything after the enacting clause and insert:

1.3 "Section 1. **[504B.272] MITIGATION OF DAMAGES.**

1.4 (a) A landlord or tenant who is seeking damages for a breach of a residential lease
1.5 must make reasonable efforts to mitigate the damages due to the breach.

1.6 (b) If the tenant abandons the dwelling unit, the tenant must provide written notice to
1.7 the landlord of the abandonment before the landlord must comply with this section.

1.8 (c) Where the landlord's reasonable efforts to mitigate involve rerenting the unit,
1.9 "reasonable efforts" means those steps that a reasonable landlord would have taken to
1.10 rent the premises if the tenant had vacated in due course. This section does not impose
1.11 an obligation on the landlord to show or lease the vacated dwelling unit in preference
1.12 to other available dwelling units.

1.13 (d) Nothing in this section shall prohibit the landlord from recovering, in addition
1.14 to rent and other elements of damage, all listing and advertising expenses, including
1.15 commissions paid to rerent the unit, incurred in rerenting and attempting to rerent.

1.16 (e) If the tenant breaches the lease, it shall be reasonable for the landlord to seek
1.17 to charge a new tenant a different rental amount if the rental market reflects a change
1.18 in rental valuation.

1.19 (f) The landlord has no duty or obligation to share or disclose marketing or
1.20 mitigation efforts or the names or tenant screening reports of subsequent applicants with
1.21 the tenant before the landlord makes a claim in a court case for damages. The landlord
1.22 shall be solely responsible for marketing the rental unit, screening prospective tenants, and
1.23 all leasing activities. Nothing in this section requires any party to produce information if
1.24 doing so would violate the federal Fair Credit Reporting Act or other federal law.

1.25 (g) Nothing in this section shall invalidate or prevent a landlord from enforcing
1.26 an otherwise lawful provision in the lease relating to termination of the lease, eviction,

2.1 or breach of the lease, so long as the provision does not remove the landlord's duty to
2.2 mitigate damages.

2.3 (h) The tenant has the burden of proof to show that the damages were or could have
2.4 been mitigated by reasonable efforts. The tenant shall also have the burden of proving the
2.5 amount that could have been obtained by reasonable efforts to mitigate by rerenting.

2.6 **EFFECTIVE DATE.** This section applies to leases entered into or renewed on
2.7 or after August 1, 2014."