

House Research Act Summary

CHAPTER: 76

SESSION: 1999 Regular Session

TOPIC: Theft involving rental or personal property or equipment

Date: May 20, 1999

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Overview

This act amends the theft law to apply to additional situations involving the rental of personal property or equipment and provides that certain conduct shall be evidence of intent to violate the theft law.

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- 1** **Definitions.** Amends the definition of "value" in the theft law relating to the leasing or renting of property to provide that, if the property has been restored to the owner, "value" means the rental value of the property, determined at the rental rate contracted by the defendant or, if no rental rate was contracted, the rental rate customarily charged by the owner for use of the property, plus any damage that occurred to the property while the owner was deprived of its possession. This amount may not exceed the total retail value of the property at the time of rental. Under the theft law, the value of property stolen will often determine the penalty that applies.

Amends the definition of "property of another" to include property possessed pursuant to a short-term rental contract.

Amends "services" to include supplying of equipment for use, including rental of personal property or equipment.

- 2** **Acts constituting theft.** This act provides that an individual violates the theft law if the individual leases or rents personal property under a written instrument and
 sells, conveys, or encumbers the property or any part thereof without the written consent of the lessor, without informing the person to whom the lessee sells,

conveys, or encumbers the property that the property is subject to a lease or rental contract, with intent to deprive the lessor of possession thereof;

does not return the property to the lessor at the end of the lease or rental term, plus agreed upon extensions, with intent to wrongfully deprive the lessor of possession of the property where the value of the property is \$100 or greater; or

returns the property to the lessor at the end of the lease or rental term, plus agreed upon extensions, but does not pay the lease or rental charges agreed upon in the written instrument, with intent to wrongfully deprive the lessor of the agreed upon charges where the value of the property is \$100 or greater.

Current law lists certain conduct that shall be evidence of intent to violate this provision. This act adds to this list evidence (1) that the lessee used a name or place of employment that is not current, and (2) the failure or refusal to pay the rental contract charges to the lessor within five days after written demand for the return of the property.

3 **Effective date.** Effective August 1, 1999, to crimes committed on or after that date.