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Minn. Stat. § 480A.08, subd. 3 (2016).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A16-1126**

ARU Properties, LLC,
Respondent,

vs.

Letron Clark,
Defendant,
Lasonderia Rogers,
Appellant.

**Filed April 3, 2017
Affirmed
Reyes, Judge**

Hennepin County District Court
File No. 27-CV-HC-16-1604

Stephen A. Baker, Metrowide Legal Services, Apple Valley, Minnesota (for respondent)

Lasonderia Rogers, Plymouth, Minnesota (pro se appellant)

Considered and decided by Connolly, Presiding Judge; Larkin, Judge; and Reyes,
Judge.

UNPUBLISHED OPINION

REYES, Judge

Appellant-tenant challenges a judgment of eviction. Because the district court did not err in (1) determining that respondent-owner met the disclosure requirements of Minn. Stat. § 504B.181 (2016); (2) declining to make a finding on whether owner waived

its right to evict tenant; (3) ordering tenant to pay rent into court; and (4) not ruling on tenant's defense under Minn. Stat. § 504B.311 (2016), we affirm.

FACTS

In 2011, appellant-tenant Lasonderia Rogers (tenant) entered into a rental agreement with TC Realty Solutions, LLC (agent), as agent of respondent-owner ARU Properties, LLC (owner). Tenant began residing in the property on December 1, 2011. The rental agreement was extended multiple times and was due to end on March 31, 2016. However, in February 2016, tenant stopped paying rent.

Owner filed an eviction action against tenant, alleging breach of lease and nonpayment of rent. The matter was set for a bifurcated trial, as required by Minn. Stat. § 504B.285, subd. 5 (2016). On July 1, 2016, after a trial before a housing-court referee on the breach-of-lease ground for eviction, the district court entered judgment for tenant. The district court also ordered tenant to pay into court \$8,400 in past-due rent and all future rent as it came due as security for the trial on the nonpayment-of-rent ground for eviction.

Tenant failed to pay the \$8,400 security. The district court then entered judgment for owner and authorized issuance of a writ of recovery. Tenant timely filed a notice of review and requested that the district court stay the judgment authorizing the writ of recovery pending that review. *See* Minn. Stat. § 484.013, subd. 6 (2016); Minn. R. Gen. Pract. 611(b). The district court stayed the judgment until completion of review of the housing-court referee's July 1 decision and set a bond hearing. At the conclusion of the

bond hearing, in lieu of a bond, the district court ordered tenant to pay into court \$8,400 in past-due rent and all future rent amounts to stay the judgment pending the review.

One day prior to the date the district court ordered tenant to pay the \$8,400 into court, tenant filed a notice of appeal. The district court granted a stay of the judgment pending the appeal and set an appeal-bond hearing. After the hearing, the district court set the appeal bond at \$30,219.76, which this court reduced to \$21,300 on review. Tenant did not pay the appeal bond. Owner subsequently requested and received the writ of recovery, which was executed on August 17, 2016.

D E C I S I O N

On appeal from an eviction judgment, we review a district court's findings of fact for clear error. *Schuett Inv. Co. v. Anderson*, 386 N.W.2d 249, 252 (Minn. App. 1986) (applying unlawful detainer statute). We review questions of law de novo. *Minneapolis Pub. Hous. Auth. v. Lor*, 591 N.W.2d 700, 702 (Minn. 1999). Because tenant is a pro se appellant, this court may liberally construe her claims. *Farrington v. Rigg*, 107 N.W.2d 841, 841-42 (Minn. 1961).

Tenant argues that the district court erred in (1) determining that owner complied with the disclosure requirements of Minn. Stat. § 504B.181; (2) declining to make a finding on whether owner waived its right to evict tenant; (3) ordering tenant to pay past- and future-due rent into court; and (4) declining to rule on tenant's defense under Minn. Stat. § 504B.311. We address each argument in turn.¹

¹ Owner filed a document with this court to waive its responsive brief. We, therefore, decide this appeal on the merits pursuant to Minn. R. Civ. App. P. 142.03.

I. The district court did not err when it determined that owner, through agent, complied with the disclosure requirements of Minn. Stat. § 504B.181.

Tenant argues that the district court erred when it denied tenant’s motion to dismiss because agent’s use of a commercial mailbox service was not in compliance with the disclosure requirement of section 504B.181. We disagree.

Generally, an order denying a motion to dismiss is not appealable. Minn. R. Civ. App. P. 103.03. However, on appeal from a final judgment, we “may review any order involving the merits or affecting the judgment.” Minn. R. Civ. App. P. 103.04. The disclosures that landlords are required to make to tenants are set out in Minn. Stat. § 504B.181, subds. 1, 4. Subdivision 1 provides that

[t]here shall be disclosed to the residential tenant either in the rental agreement or otherwise in writing prior to commencement of the tenancy the name and address of:

- (1) the person authorized to manage the premises; and
- (2) the landlord of the premises or an agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands.

Subdivision 4 provides that

no action to recover rent or possession of the premises shall be maintained unless the information required by [section 504B.181, subd.1] has been disclosed to the tenant in the manner provided in [section 504B.181], or unless the information required by this section is known by or has been disclosed to the tenant at least 30 days prior to the initiation of such action.

A landlord is “an owner of real property, . . . agent, or other person directly or indirectly in control of rental property.” Minn. Stat. § 504B.001, subd. 7 (2016).

Tenant supports her argument with citations to orders from the Fourth Judicial District Court. However, district court orders are not precedential. *Green v. BMW of N. Am., LLC*, 826 N.W.2d 530, 537 n.5 (Minn. 2013). Here, agent admitted that the address provided in the lease was the address of a mailing-services store. However, the housing-court referee noted that, in a previous eviction proceeding involving the same parties, he found that agent's address was properly disclosed. In denying tenant's current motion to dismiss, the housing-court referee also noted that Minn. Stat. § 504B.385, subd. 5(c) (2016), states that when a tenant commences a rent-escrow action to remedy violations, "[i]f the landlord has disclosed a post office box as the landlord's address under section 504B.181, notice of the hearing may be mailed to the post office box." When read in context with section 504B.385, a post-office box or commercial postal-service address is sufficient to satisfy the disclosure requirement of section 504B.181. Thus, the district court did not err in denying tenant's motion to dismiss.

II. The district court did not err when it declined to address whether owner waived its right to evict tenant.

Tenant argues that owner and agent waived their right to bring an eviction action because they caused the lease to terminate by renting an unlicensed property and do not have valid business certificates. In support of her arguments, tenant once again cites to a district court order. Such orders are not binding on this court. *Green*, 826 N.W.2d at 537 n.5. Because agent is not a named party in this action, we do not address tenant's arguments pertaining to agent.

A. The rental property was licensed during the period in question.

Under the Plymouth City Code, no person or legal entity “shall operate a rental dwelling in the City without first having obtained a license.” Plymouth, Minn., City Code § 410.10 (2016). In this context, operate means “to charge a rental charge or other form of compensation for the use of a unit in a rental dwelling.” Plymouth, Minn., City Code § 410.05, subd. 2 (2016).

Here, evidence admitted at trial indicates that the property was licensed for the relevant period that tenant resided there. The evidence also includes a rental-dwelling license for the property with owner’s principal’s given name and agent listed, effective from June 1, 2015, to June 1, 2016. Owner’s principal testified that he changed the rental license to include owner’s name on March 21, 2016. Thus, the property was properly licensed during the period from February 2016 until June 1, 2016. There is no evidence of the rental status thereafter. Moreover, tenant did not present evidence that the property was not licensed during her tenancy.

B. Tenant did not present evidence to refute the validity of owner’s business certificate.

Under Minn. Stat. § 333.06 (2016),

[i]f any person conducting a business contrary to the terms of sections 333.001 to 333.06 shall, prior to the filing of the certificate therein prescribed, commence a civil action, . . . the defendant may plead such failure in abatement of the action; and all proceedings had in the action shall thereupon be stayed until the certificate . . . is duly filed.

Here, tenant did not assert in her answer that owner did not comply with section 333.06. As a result, the district court declined to consider this issue when tenant raised it

for the first time at trial; thus, it is not properly before this court. *Antonson v. Ekvall*, 289 Minn. 536, 539, 186 N.W.2d 187, 189 (1971).

Even if we were to address tenant's argument that owner waived its right to bring an eviction action because it did not hold a valid business certificate, it is without merit. Tenant does not cite any binding legal authority holding that a landlord's failure to have a valid business certificate is a *breach of lease* that would bar the landlord from bringing an eviction action. In addition, tenant failed to provide any evidence regarding the status of owner's business certificate. Accordingly, the district court did not err when it declined to address tenant's claim that owner waived its right to bring an eviction action against tenant.

III. The district court did not err in ordering tenant to pay past-due and future rent into court.

Tenant asserts that the district court "abused its discretion and ignored evidence" by ordering her to pay \$8,400 in past-due rent and all future rent payments into court as security to go to trial on the nonpayment-of-rent ground for eviction because owner did not have a rental license and, thus, was not entitled to rent. We disagree.

Tenant cites to only a nonbinding district court order in support of her argument. Here, the reason tenant stopped paying rent appears to be that tenant believed that she was no longer required to pay rent under the Plymouth City Code because owner did not have a valid rental license on the property or a valid business certificate. Based on the analysis of the previous issue, tenant's claim has no merit because the property was licensed during the period in question. Thus, the district court did not err when it ordered

tenant to pay \$8,400 in past-due and future rent into court as security for the trial on the nonpayment-of-rent ground for eviction.

IV. The district court appropriately declined to rule on tenant’s defense under Minn. Stat. § 504B.311.

Tenant argues that the district court should have made a finding on her section 504B.311 defense. Specifically, tenant argues that her rental agreement terminated three years before owner filed the eviction action when owner did not obtain a rental license for the property and owner and agent “were both administratively terminated for a consecutive three years prior” to filing the eviction action. This issue was raised in tenant’s answer, but the district court did not rule on it; thus, this court need not address it. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). However, even if we were to address this issue, tenant’s argument fails.

In relevant part, Minn. Stat. § 504B.311 states:

No person may bring an eviction action against an occupant of any premises where that occupant’s lease . . . was terminated more than three years before the beginning of the action and where the occupant of the premises . . . [was] in quiet possession for three consecutive years immediately before filing of the eviction.

Tenant does not cite any caselaw supporting the proposition that a lease terminates when the rental property is not properly licensed or when the landlord does not have a valid business certificate.

Even if we accept tenant’s argument that her lease terminated three years prior to owner’s filing of the eviction action because the property was not licensed or owner’s and agent’s business certificates were invalid, it fails. Here, evidence introduced at trial

indicates that the property was licensed with the city from June 1, 2012, to June 1, 2013, and from June 1, 2014, to June 1, 2016. There is no evidence in the record of the status of the rental license outside of these date ranges. Further, there is no evidence in the record that owner's business was administratively terminated three years prior to filing the eviction action, and agent's business certificate is not relevant because agent is not a named party in this proceeding. Thus, the district court did not err when it declined to rule on tenant's defense under section 504B.311.

Affirmed.