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Minn. Stat. § 480A.08, subd. 3 (2018).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A18-1088**

Brian Darr, et al.,
Respondents,

vs.

Brian Hilbrands,
Appellant.

**Filed February 19, 2019
Affirmed
Reilly, Judge**

Ramsey County District Court
File No. 62-HG-CV-18-1175

Brian Hilbrands, New Brighton, Minnesota (pro se appellant)

Patricia A. E. Whitney, St. Paul, Minnesota (for respondent)

Considered and decided by Rodenberg, Presiding Judge; Cleary, Chief Judge; and
Reilly, Judge.

UNPUBLISHED OPINION

REILLY, Judge

Appellant challenges his eviction based on nonpayment of rent. Because appellant failed to file an answer, appear at the eviction hearing, or offer any evidence to support his argument, we affirm.

FACTS

In October 2014, appellant-tenant Brian Hilbrands and respondent-landlord Brian Darr entered into a lease agreement, which was later converted into a month-to-month lease after Hilbrands remained in the apartment past the original expiration date. Under the terms of the lease, rent was due on the first day of each month. If any of the rent balance was left unpaid, a late fee would apply. Further, a resident would be charged for each returned rent check or if there were non-sufficient funds (NSF) for direct deposit.

In June 2018, Darr filed an eviction action against Hilbrands, alleging nonpayment of rent and related fees in the amount of \$1,659.42. Hilbrands had been charged various late fees and had checks returned due to NSF with an additional \$30 charge. Darr attempted to serve Hilbrands with copies of the summons and complaint. However, he was unable to be found despite multiple service attempts.

On June 18, the summons and complaint in the eviction action were posted on Hilbrands's front door, alerting him to the eviction hearing on June 26. The hearing proceeded on June 26, but Hilbrands failed to attend. The housing court referee determined that Darr was entitled to the recovery of the property plus any filing fees. The district court confirmed the referee's decision and a writ of recovery was issued immediately.

This appeal follows.

DECISION

An eviction action “merely determines the right to present possession.” *Dahlberg v. Young*, 42 N.W.2d 570, 576 (Minn. 1950). The proceedings are summary in nature and limited in scope. *Amresco Residential Mortg. Corp. v. Stange*, 631 N.W.2d 444, 445 (Minn. App. 2001). On appeal from an eviction judgment, this court reviews the district court’s findings of fact for clear error. *Minneapolis Cmty. Dev. Agency v. Smallwood*, 379 N.W.2d 554, 555 (Minn. App. 1985), *review denied* (Minn. Feb. 19, 1986). “If there is reasonable evidence to support the trial court’s findings of fact, a reviewing court should not disturb those findings.” *Fletcher v. St. Paul Pioneer Press*, 589 N.W.2d 96, 101 (Minn. 1999).

A landlord may bring an eviction action for nonpayment of rent. Minn. Stat. § 504B.291, subd. 1 (2018). Darr filed a complaint, stating that Hilbrands had failed to pay rent and related fees in the amount of \$1,659.42. An eviction hearing was held on June 26, 2018. Despite adequate notice, Hilbrands failed to attend the hearing. The district court found that the facts alleged in the complaint were true, Hilbrands failed to pay rent, and Darr was entitled to recovery of the property. Hilbrands challenges the factual findings of the district court, arguing for the first time on appeal that his rent payments were not late.

Hilbrands offered no evidence or argument to the district court that contested the facts alleged in Darr’s complaint. By failing to appear at the eviction hearing and submitting no evidence, Hilbrands forfeited for appeal the issue of rent payments. See *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (stating that “a reviewing court must

generally consider only those issues that the record shows were presented and considered by the trial court in deciding the matter before it” (quotation omitted)). Moreover, the record reflects that there was evidence to support the district court’s findings that Hilbrands failed to pay rent. The rental ledger clearly indicates that Hilbrands was significantly behind on his rent payments. Because the record supports the district court’s findings, the judgment of recovery was properly granted in favor of Darr.¹

Affirmed.

¹ Darr contends in his brief that he is entitled to attorney fees on appeal. A party seeking attorney fees on appeal is required to submit a motion under rule 127. Minn. R. Civ. App. P. 139.06, subd. 1. Darr did not file a motion for attorney fees. We therefore decline to award attorney fees on appeal. See *Johnson v. Johnson*, 627 N.W.2d 359, 364-65 (Minn. App. 2001) (declining to award attorney fees when party did not request fees by motion), review denied (Minn. Aug. 15, 2001).