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

**STATE OF MINNESOTA
IN COURT OF APPEALS
A18-1645**

Bob Springer,
Respondent,

vs.

Amy M. Lopez,
Appellant.

**Filed October 14, 2019
Affirmed
Slieter, Judge**

Pine County District Court
File No. 58-CV-18-420

Bob Springer, Sandstone, Minnesota (*pro se* respondent)

Amy Lopez, Sandstone, Minnesota (*pro se* appellant)

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

UNPUBLISHED OPINION

SLIETER, Judge

In this eviction-judgment appeal, appellant-tenant Amy Lopez challenges the district court's eviction order. Because we conclude that the district court did not err in finding that Lopez breached the lease agreement and that the eviction action was not retaliatory, we affirm.

FACTS

On January 7, 2017, Lopez and Springer entered into a one-year lease for a rental home owned by Springer in Sandstone, Minnesota. Rent was \$865 per month, due by the end of each month. By the written lease terms, Springer “can enter to inspect or repair anytime with phone notice.”

Lopez denied Springer access to the rental house since the beginning of the lease. Lopez also has a large dog that prevented Springer from entering. Springer decided to sell the rental house, and on June 30, 2018, he posted a notice on the house’s door giving Lopez 30 days to vacate. On July 19, 2018, Lopez filed an emergency-tenant-remedies action pursuant to Minn. Stat. § 504B.381 (2018)—Lopez prevailed and Springer was ordered to fix the electrical system in the home within 30 days. Springer attempted to fix the electrical system, but Lopez would not contact Springer about entering the premises.

On August 15, 2018, Springer filed an eviction complaint. The district court held a bench trial on August 29, 2018. In a written order, the district court found that Lopez (1) failed to pay July 2018 rent, (2) breached the lease by disallowing Springer access to the property, (3) failed to vacate after proper notice, and (4) that Springer’s eviction action was not retaliatory. This appeal follows.¹

DECISION

In an appeal from a bench trial, “[w]e give the district court’s factual findings great deference and do not set them aside unless clearly erroneous.” *Porch v. Gen. Motors*

¹ Springer did not file a brief, and pursuant to Minn. R. Civ. App. 142.03, the matter will be determined on the merits.

Acceptance Corp., 642 N.W.2d 473, 477 (Minn. App. 2002), *review denied* (Minn. June 26, 2002). But “we are not bound by and need not give deference to the district court’s decision on a purely legal issue.” *Id.* “When reviewing mixed questions of law and fact, we correct erroneous applications of law, but accord the [district] court discretion in its ultimate conclusions and review such conclusions under an abuse of discretion standard.” *Id.* (alteration in original) (quotation omitted).

I. The district court did not clearly err in finding that Lopez breached the lease by refusing Springer access to the rental property.

“[A] lease is a form of contract. Unambiguous contract language must be given its plain and ordinary meaning, and shall be enforced by courts even if the result is harsh.” *Minneapolis Pub. Hous. Auth. v. Lor*, 591 N.W.2d 700, 704 (Minn. 1999) (footnotes omitted). “Absent ambiguity, the interpretation of a contract is a question of law.” *Roemhildt v. Kristall Dev., Inc.*, 798 N.W.2d 371, 373 (Minn. App. 2011), *review denied* (Minn. July 19, 2011). Whether an act constitutes a breach of a contract is a question of fact. *Sitek v. Striker*, 764 N.W.2d 585, 593 (Minn. App. 2009), *review denied* (Minn. July 22, 2009).

The parties’ lease provides that: “Owner can enter to inspect or repair anytime with phone notice.” The lease thus permits Springer to enter the unit with notice by phone.

Following Lopez’s tenant-remedies action, Springer was ordered to repair electrical work in the rental home. The district court found that Lopez would not allow Springer and the electrician into the home to do the repair work and that this constituted a breach of the lease. This finding is supported by the record.

Lopez also challenges the district court's findings regarding failure to pay rent and failure to vacate after proper notice. Because we conclude that the district court did not clearly err in finding Lopez breached the lease, we do not address her other claims.

II. The district court did not clearly err in finding that Springer's eviction action was not retaliatory.

Minnesota law “prohibits retaliation for a residential tenant’s complaint of a violation to a government entity, such as a housing inspector, or commencement of a formal legal proceeding.” *Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398, 408 (Minn. 2019) (construing Minn. Stat. § 504B.441 (2018)). If within 90 days of a tenant’s complaint, the landlord starts an eviction action, the law presumes that the landlord is retaliating. Minn. Stat. § 504B.441 (2018). “The burden of proving otherwise is on the landlord if the eviction or increase of obligations or decrease of services occurs within 90 days after filing the complaint, unless the court finds that the complaint was not made in good faith.” *Id.*

On July 19, 2018, Lopez brought a successful emergency-tenant-remedies action. Lopez argues that Springer’s August 15, 2018 complaint was retaliation for her emergency-tenant-remedies action.

The district court disagreed. It found that Lopez’s tenant-remedies action was “prompted” by Springer’s June 30, 2018 notice to vacate and that the tenant-remedies action was “an attempt to thwart the landlord’s termination of the tenancy” because “she makes the first complaint about housing conditions that she has never made before despite the fact that she alleges the conditions have been present for over a year.” The district

court found that Springer testified credibly that he planned to sell the rental house. The district court's finding that Springer's eviction action was not retaliatory is supported by the record.²

Affirmed.

² We note that if the common-law retaliation defense to a residential breach-of-lease eviction action announced in *Cent. Hous. Assocs.*, 929 N.W.2d at 409, applies to this case, it would fail for the same reasons as the statutory defense in Minn. Stat. § 504B.441.