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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0002**

Matthew Davies,
Respondent,

vs.

Godfrey Simba,
Appellant.

**Filed September 30, 2024
Affirmed
Harris, Judge**

Anoka County District Court
File No. 02-CV-23-5932

Morgan W. Kavanaugh, Wilkerson, Hegna, Kavanaugh & Johnston, PLLP, Edina,
Minnesota (for respondent)

Godfrey Simba, Columbia Heights, Minnesota (pro se appellant)

Considered and decided by Smith, Tracy M., Presiding Judge; Larkin, Judge; and
Harris, Judge.

NONPRECEDENTIAL OPINION

HARRIS, Judge

Appellant-tenant appeals from an eviction judgment entered in favor of respondent-landlord, arguing that the district court erred by (1) not finding that landlord's actions were retaliatory under Minnesota Statutes sections 504B.285 and .441 (2022), (2) denying tenant's request for a jury trial, (3) improperly excluding evidence, and (4) violating

tenant's procedural due-process rights at the trial. The district court determined landlord properly notified tenant of a nonrenewal of the lease and brought an eviction action based on holdover. Because landlord provided nonretaliatory reasons for nonrenewal, we discern no error in the district court's determination that tenant did not prove his retaliation defense. We also discern no error with the district court's determination that tenant waived his right to a jury trial, its exclusion of evidence, and/or its administration of the eviction trial. Therefore, we affirm.

FACTS

In May 2023, appellant-tenant Godfrey Simba and respondent-landlord Matthew Davies entered into a residential lease agreement for a property in Columbia Heights (the premises). The lease was month-to-month tenancy at will. Either party could terminate the lease with 30 days' notice to the other party without reason. Simba participated in a housing-support program with Stepping Stone Emergency Housing. Stepping Stone submitted a \$780 security deposit (Simba's portion split with two other roommates) and paid rent for June, July, and August on Simba's behalf.

During the summer of 2023, Simba notified Davies of the need for several repairs, including nonfunctional electricity. Davies scheduled an electrician to attend to the premises. Simba also notified the city of Columbia Heights of potential violations of the Columbia Heights Property Maintenance Code (the city code) on June 27.

The city inspected the premises on June 27 and determined Davies was in violation of the city code. Davies had four violations: (1) electrical (malfunctioning or nonfunctioning outlets); (2) missing smoke detectors; (3) a nonfunctioning stove burner;

and (4) a leaking toilet. Davies scheduled technicians to address all of the violations. The city followed up and performed a status check on the premises a month later on July 28 and found all but one violation—a portion of the malfunctioning electrical—corrected. On August 24, inspectors from the city performed a compliance check and found all outstanding violations corrected. Simba later submitted an additional complaint in October, and a follow-up inspection by the city on October 23 yielded no violations.

Stepping Stone stopped paying rent on Simba’s behalf in August. Simba failed to pay rent due September 1. He later paid September rent on October 4.

On September 25, Davies notified Simba he was not renewing the lease effective October 31. Simba confirmed receipt of the notice. Simba informed Davies that he “d[id] not plan to honor [the] eviction notice,” and alleged that the eviction notice was in retaliation for Simba reporting the premises violations to the city. He also filed a rent-escrow action on October 29. Simba did not vacate the premises on October 31, and on November 1, Davies brought an eviction action seeking possession of the premises based on holdover.

The district court consolidated Simba’s rent-escrow and Davies’ eviction action and held a hearing on November 20. Davies argued Simba held over and should be evicted. Simba made a claim of retaliation. The district court scheduled a court trial in the eviction action and dismissed the rent-escrow action. Simba filed an answer, affirmative defenses, and counterclaims to Davies’ eviction action on December 8.

After discovery and an order for continuance for a bench trial issued November 22, the parties appeared for trial on December 13. The parties began with their opening

arguments, but Simba notified the court he was unable to proceed, and the trial was again continued. The eviction action proceeded to a bench trial on December 21, at which time Simba requested a jury trial instead of a bench trial for the first time in the eviction action. The referee denied the request, determining Simba had waived his right to a jury trial. Both parties submitted testimony and exhibits. On December 22, the district court entered judgment for Davies, awarded possession to Davies, and ordered Simba to vacate the premises. This appeal follows.

DECISION

An eviction is “a summary court proceeding to remove a tenant or occupant from or otherwise recover possession of real property.” Minn. Stat. § 504B.001, subd. 4 (2022). As a summary proceeding, the scope of an eviction trial is limited to “whether the facts alleged in the complaint are true.” *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 865 (Minn. App. 2022) (quotation omitted). “If a court or jury finds that the allegations are true, then the plaintiff is entitled to a writ of recovery of premises and an order to vacate.” *Id.* (quotation omitted). On appeal from an eviction judgment, we “review the district court’s legal conclusions de novo” but will “uphold the district court’s factual findings unless they are clearly erroneous.” *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 907 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018).¹

¹ “The findings of a referee, to the extent adopted by the court, shall be considered as the findings of the court.” Minn. R. Civ. P. 52.01. The housing referee’s findings here are considered those of the district court.

I. The district court did not err by determining Simba waived his right to a jury trial.

Simba argues that the district court erred in determining his demand for a jury trial was waived because it was untimely. Simba frames his right to a jury trial as a constitutional right, but we address the statutory right.²

Minnesota Statutes sections 504B.001-.471 (2022 & Supp. 2023) govern landlord-tenant law. “In an eviction action filed pursuant to Minnesota Statutes chapter 504B, a tenant is entitled to a trial, like in other civil actions, when material facts are in dispute.” *NY Props.*, 977 N.W.2d at 863; *see* Minn. Stat. § 504B.335(b) (“Either party may demand a trial by jury.”); Minn. R. Civ. P. 38.01 (providing right to jury trial in civil actions involving the recovery of real property). Whether a party has a right to a jury trial or can waive this right are questions of law we review de novo. *See United Prairie Bank-Mountain Lake v. Haugen Nutrition & Equip., LLC*, 813 N.W.2d 49, 63 (Minn. 2012) (concluding contractual claim for recovery of attorney fees was legal, rather than equitable, remedy and thus appellants had constitutional right to jury trial); *Abraham v. County of*

² Although a party assuredly has a statutory right to a jury trial, we have not explicitly stated that an eviction action is an action at law conferring a constitutional right to a trial by jury. In support of his argument Simba cites to caselaw, rules, and the Minnesota constitution; however, upon careful review of the cited authority, they do not support Simba’s assertions. Simba also fails to provide an understandable argument explaining how the cited authority supports his proposition that there is a constitutional right to a jury trial in eviction actions. Therefore, we will address only Simba’s statutory right to a jury trial. Appellate courts will not address issues that are inadequately briefed. *State Dep’t of Labor & Indus. by the Special Comp. Fund v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480 (Minn. 1997); *see also In re Welfare of C.L.L.*, 310 N.W.2d 555, 557 (Minn. 1981) (declining to address constitutional issues raised for the first time on appeal). All parties, including self-represented litigants, are required to comply with the standard rules of court procedure. *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001).

Hennepin, 639 N.W.2d 342, 348 (Minn. 2002) (analyzing de novo whether constitutional right to jury trial existed in action seeking money damages).

A party “may waive a jury trial by: (a) failing to appear at the trial; (b) written consent, by the party or the party’s attorney, filed with the court administrator; or (c) oral consent in open court, entered in the minutes.” Minn. R. Civ. P. 38.02. The Minnesota Rules of Civil Procedure do not set a deadline for a jury-trial demand or waiver, and waiver may not be merely inferred from inaction; however, “[t]he failure to make a timely demand for a jury [may] constitute[] ‘an unequivocal act from which the waiver is a necessary inference.’” *301 Clifton Place L.L.C. v. 301 Clifton Place Condo. Ass’n*, 783 N.W.2d 551, 562 (Minn. App. 2010) (quoting *Schweich v. Ziegler, Inc.*, 463 N.W.2d 722, 728 (Minn. 1990)). “An agreement to a bench trial effectively waives the jury right.” *Id.*

Simba has not demonstrated that the district court erred when it determined he clearly and unequivocally waived his right to a jury trial by agreeing to a bench trial. Simba received prior notice that the eviction action would proceed as a bench trial on November 22—one month before the continued trial date. When the bench trial began on December 13, Simba did not make a request for a jury trial. After addressing several pretrial motions, Simba made a request for a continuance of the hearing due to use of medication that affected his ability to participate. In granting the continuance, the parties had the following interaction:

THE COURT: It looks like we could accommodate a *court trial* next Thursday, December 21st either at 8:30 a.m. or 1:30 p.m.

SIMBA: 1:30 my preference, Your Honor.

DAVIES: 1:30 would work for me, Your Honor.

THE COURT: Perfect. All right. We will set this for court *trial* next Thursday December 21st at 1:30 p.m. A notice will go out. That's just over a week away, so do plan on it in case you don't receive that notice in time. (Emphasis added).

It was clearly communicated to Simba that the hearing of December 21 would be a court (bench) trial. Simba first provided notice that he wanted to proceed with a jury trial on the date of the continued bench trial, December 21. By proceeding in open court with a bench trial on December 13, and making arguments about his case during that proceeding, Simba consented to a bench trial.

Simba argues that his written demands for a jury trial, which preceded the bench trial, negate any waiver. But despite his written demands, Simba “waived [his] right to [a] jury trial by submitting to a [bench] trial without objection.” *Karlstad State Bank v. Fritsche*, 374 N.W.2d 177, 183 (Minn. App. 1985); *see also Schweich*, 463 N.W.2d at 728 (“In only one instance has this court held a demand made the day of trial to be a seasonable demand for a jury trial.”). Therefore, the district court did not err when it determined Simba had waived his right to a jury trial because of “the multiple times that [Simba had] been in court and allowed this to get scheduled as a court trial and not said anything, or objected, or asked the Court for a—for a jury trial.”

II. The district court did not clearly err in finding Simba failed to prove his retaliation defense.

Simba argues he should never have been evicted because he proved that Davies retaliated against him in violation of sections 504B.285 and .441. We disagree. We first

address the nature of the tenancy, then the basis for the nonrenewal and eviction, and lastly Simba's retaliation defense.

Davies and Simba were engaged in a month-to-month residential tenancy, which is a tenancy at will. Minn. Stat. § 504B.001, subd. 13 (defining tenancy at will). If a landlord wishes to end a tenancy at will, the landlord may do so without cause if they give the tenant a written notice "at least as long as the interval between the time rent is due or three months, whichever is less." Minn. Stat. § 504B.135. But if a notice period is provided by a lease, the landlord should give notice to quit according to the lease provisions.

Here, the lease provided for a 30-day notice. Davies thus had to provide written notice to quit at least 30 days before the last day of the lease term. Davies provided notice to quit on September 25, over one month before the tenancy would expire on October 31. Thus, the notice to quit Davies gave Simba to terminate the tenancy was timely.

Simba, however, failed to vacate the premises upon expiration of the tenancy on October 31. A landlord may recover possession by eviction when a tenant at will "holds over after the termination of the tenancy by notice to quit." Minn. Stat. § 504B.285, subd. 1(a)(3). Davies properly brought an eviction action based on holdover on November 1, seeking to recover the premises.³ See Minn. Stat. § 504B.321 (providing procedure to bring an eviction action).

³ We note that Simba also appears to argue Davies breached the covenant of habitability as it relates to his rent-escrow action. Simba appeals only from the eviction judgment. Landlords may seek to evict a tenant for breach of the lease, illegal or dangerous behavior in an expedited eviction, holdover, or nonpayment of rent. Minn. Stat. §§ 504B.171, .285, .291. Nonpayment of rent is thus a valid reason for eviction under Minn. Stat. § 504B.291.

In response to Davies’s eviction action and nonrenewal of the lease, Simba raised an affirmative defense of retaliation based on his complaint to the city of certain code violations. Minn. Stat. §§ 504B.285, subd. 2, .441. Retaliatory eviction occurs when a landlord exercises the legal right to terminate a residential tenancy in an authorized manner, but with the motive of retaliating against or penalizing a tenant. *See Parkin v. Fitzgerald*, 240 N.W.2d 828, 831 (Minn. 1976) (stating purpose of retaliatory-eviction statute is to provide “the tenant with substantial weapons in his day-to-day struggle for decent-quality housing”). Minnesota Statutes provide a statutory defense of retaliation “following the alleged termination of a tenancy by notice to quit.” Minn. Stat. § 504B.285, subd. 2. A landlord may not terminate a tenancy in retaliation for a tenant’s “good faith report to a governmental authority of the [landlord’s] violation of a health, safety, housing, or building code or ordinance.” *Id.* It is also a violation of section 504B.441 for a landlord to evict a tenant in retaliation for the tenant’s “complaint of a violation.” *Central Hous. Assocs., LP v. Olson*, 929 N.W.2d 398, 408 (Minn. 2019). Minnesota further recognizes that “tenants have a common-law defense to landlord evictions in retaliation for tenant complaints about material violations by the landlord of state or local law, residential covenants, or the lease.” *Id.* at 409.

The burden of proving a retaliation defense generally lies with the tenant. *Id.* If the landlord serves a notice to quit more than 90 days after the tenant submits a complaint of a

But Simba’s habitability defense is misplaced, as the eviction here was based on holdover, not nonpayment of rent. *Fritz v. Warthen*, 213 N.W.2d 339, 339 (Minn. 1973) (“a breach of the statutory covenants of habitability may be asserted as a defense in an unlawful detainer action for nonpayment of rent”).

violation, the tenant bears the burden of proving retaliation “by a fair preponderance of the evidence.” Minn. Stat. § 504B.285, subd. 2. But if the notice to quit was within the 90-day presumptive retaliation period, the landlord bears the burden of proving a non-retaliatory purpose for nonrenewal. *Id.*

Simba proved that he filed a “complaint of a violation to a government entity, such as a housing inspector”—the City of Columbia Heights—on June 27. *Central Hous.*, 929 N.W.2d at 403-05, 408 (defining “complaint” and citing the definition of “violation” in Minn. Stat. § 504B.001, subd. 14). Davies served the notice to quit on September 25, exactly 90 days after Simba submitted his complaint to the city, and thus within the presumptive retaliation period. Based on this timeline, Davies concedes that he bore the burden of proof.

The district court determined that Davies proved two nonretaliatory reasons for terminating Simba’s lease: nonpayment of rent and issues getting along with his roommates. This determination is supported by the record. Simba did not pay rent due September 1. Rent was thus unpaid when Davies sent the notice to quit on September 25. Pursuant to the lease, Davies properly provided notice to quit more than 30 days before the October 31. Simba alleged retaliation but offered no evidence of retaliation except the fact that he made complaints to the city. The district court also found Simba’s testimony was not credible. Because Simba’s nonpayment of rent is a nonretaliatory reason for nonrenewal of a lease under section 504B.285 and eviction under section 504B.441, and Davies’s notice to quit was timely, the district court did not clearly err in concluding Simba failed to prove his retaliation defense.

III. The district court did not abuse its discretion in excluding certain evidence at trial.

Simba further challenges the district court's evidentiary decisions at trial. "The [district] court has discretion to admit or exclude evidence, and its decision will not be reversed unless it was an abuse of discretion or based on an erroneous view of the law." *Cloverdale Foods of Minn. v. Pioneer Snacks*, 580 N.W.2d 46, 51 (Minn. App. 1998). To reverse, a party must demonstrate the erroneous evidentiary ruling was prejudicial. *Id.* "An evidentiary error is prejudicial if the error might reasonably have changed the result of the trial." *Id.* At trial in an eviction action, "the rules of evidence and civil procedure apply," any exhibits considered by the district court "generally require foundation," and "witness testimony must generally be taken." *NY Props.*, 977 N.W.2d at 866.

Here, the district court liberally admitted exhibits and allowed sworn testimony from both Davies and Simba. *Cf. id.* at 864 (concluding the district court erred by granting eviction judgment after a six-minute hearing without sworn testimony, exhibits, or stipulated facts). The district court found that Simba's testimony was not credible, and we defer to that finding. *Fairmont Hous. & Redevelopment Auth. v. Winter*, 969 N.W.2d 839, 850 (Minn. App. 2021). Simba moved to exclude certain witnesses from testifying at his eviction trial, reasoning that they were biased and their testimony would be unduly prejudicial. The witnesses never appeared to testify, so the district court denied Simba's motion. Simba also argued he was deprived of the ability to call certain witnesses, but he never compelled compliance with the witness subpoenas he had requested after Davies objected. We discern no error with these evidentiary rulings, and we do not consider new

evidence on appeal. *Thiele v. Stich*, 425 N.W.2d 580, 582-83 (Minn. 1988). Therefore, the district court did not abuse its evidentiary discretion.

IV. Simba was not deprived of procedural due process.

Finally, Simba argues he was denied due process at his eviction trial. The United States and Minnesota Constitutions guarantee the right to due process of law. U.S. Const. amend. XIV, § 1; Minn. Const. art. 1, § 7. We review whether procedural due process has been violated de novo. *Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 632 (Minn. 2012).

In reviewing a procedural due-process claim, we conduct a two-step analysis. *Id.* First, we assess whether the individual has been deprived of “a protected life, liberty, or property interest.” *Id.* If so, then we determine “whether the procedures followed by the government were constitutionally sufficient.” *Id.* (quotation omitted). An eviction deprives Simba of possession of the premises, which is a property interest. But, upon review, we discern no procedural due-process issue with the adjudication of Simba’s property interests.

“Eviction actions are summary proceedings that are intended to adjudicate only the limited question of present possessory rights to the property.” *Deutsche Bank Nat. Tr. Co. v. Hanson*, 841 N.W.2d 161, 164 (Minn. App. 2014). As a summary procedure, an eviction proceeding does not require protracted proceedings. *Amresco Residential Mortg. Corp. v. Stange*, 631 N.W.2d 444, 445-46 (Minn. App. 2001). If a party to an eviction action is pursuing an action unrelated to present possessory rights that may be adjudicated through an alternate procedure, it should be litigated through that “alternate procedure instead of expanding the eviction proceeding.” *Id.* at 446.

Here, a referee administered an eviction trial on the record at which Simba had ample opportunity to cross-examine Davies and present his own case. The referee repeatedly reminded Simba to focus on presenting evidence related to his retaliation defense, not his rent-escrow action, which differs in substance and affirmative defenses. *See* Minn. Stat. § 504B.385 (providing for rent-escrow action); *Ellis v. Doe*, 924 N.W.2d 258, 262-63 (Minn. 2019) (analyzing statutory and common-law habitability defenses). Simba did not heed the court’s advice and spent much of his time making arguments and reading text messages instead of presenting evidence. The referee’s decision to limit the trial to evidence about retaliation was thus proper because the court could not go beyond the scope of the eviction trial and decide rent-escrow issues. *See Eagan E. Ltd. P’ship v. Powers Investigations, Inc.*, 554 N.W.2d 621, 622 (Minn. App. 1996) (holding court went “beyond the scope of an unlawful detainer” by ruling on prospective rent increase and attorney-fee issues); *Rolling Meadows Coop., Inc. v. MacAtee*, 904 N.W.2d 920, 926 (Minn. App. 2017) (holding district court improperly exceeded scope of eviction action, undermining summary nature of proceeding when it decided issues other than those pertaining to present possession rights).

To the extent that Simba argues he was denied due process because the referee did not continue the trial until he could secure counsel, Simba submitted contradictory scheduling requests to the court, and eviction proceedings require scheduling in an expeditious manner. *See* Minn. Stat. § 504B.341(a) (stating that if the court does not hear and decide the action at the first appearance, trial may not be continued for more than six days unless all parties consent). Simba also did not have a right to counsel and did not

qualify for pro bono counsel as a public-housing tenant. *See* Minn. Stat. § 504B.268 (providing right to counsel in breach-of-lease actions involving public housing). Therefore, we conclude that Simba was not deprived of procedural due process at the eviction trial.

In sum, the district court did not err in determining Simba waived his right to a jury trial when he agreed to schedule a court trial and did not object or request a jury trial. The district court did not err by determining that Simba failed to prove by a preponderance of the evidence that the termination of his tenancy was retaliatory. The district court, in its sound discretion, liberally admitted exhibits and allowed sworn testimony from both Davies and Simba, and we discern no error in its evidentiary rulings. Finally, Simba was not deprived due process at the trial because the district court conducted the eviction trial on the record, provided Simba with the opportunity to present evidence and cross examine Davies, and scheduled the trial within the timeframe allowed by statute. Because the factual findings support the legal conclusions that Simba failed to vacate the premises after proper notice and failed to prove his retaliation defense and that Davies was entitled to recover possession of the apartment, the district court did not err in entering judgment for Davies.

Affirmed.