

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0702**

Larry Nettles,
Appellant,

vs.

MPLP West St Paul 1 LLC,
Respondent.

**Filed October 14, 2024
Affirmed
Schmidt, Judge**

Dakota County District Court
File No. 19HA-CV-23-3116

Larry Nettles, West St. Paul, Minnesota (pro se appellant)

Patrick Flynn, Clarice Scarnecchia, Landlord Resource Network, Minneapolis, Minnesota
(for respondent)

Considered and decided by Schmidt, Presiding Judge; Ross, Judge; and Ede, Judge.

NONPRECEDENTIAL OPINION

SCHMIDT, Judge

In this dispute regarding attorney fees, appellant Larry Nettles challenges an order granting summary judgment to respondent MPLP West St Paul 1 LLC (MPLP) that reduced a conciliation court attorney-fee award. Nettles argues that the district court (1) erred in reducing his attorney-fee award from \$5,000 to \$1,500 and (2) was biased against Nettles. We affirm.

FACTS

Nettles and MPLP entered into a residential lease agreement. Relevant to this appeal, the lease included language about attorney fees:

ATTORNEYS' FEES AND ENFORCEMENT COSTS: If MANAGEMENT brings any legal action against RESIDENT, RESIDENT must pay MANAGEMENT'S actual attorneys' fees up to a cap not to exceed \$1,500 of actual attorneys' fees paid, and shall reimburse other legal costs and expenses, including fees and expenses paid to a collection agency, and court costs even if rent is paid after the legal action is started.

MPLP brought an eviction action against Nettles. Nettles hired an attorney and paid \$5,000 in fees. The district court ruled against MPLP, entered judgment for Nettles to remain in possession of the premises, and denied Nettles' request for attorney fees.

Nettles later commenced an action in conciliation court against MPLP requesting attorney fees and costs incurred in the eviction. Nettles prevailed, with the conciliation court awarding him \$5,000 in fees and \$77 for court costs.

MPLP removed the conciliation court action to the district court. After moving for summary judgment, MPLP conceded that Nettles was entitled to attorney fees but contended that the award should be reduced to \$1,500 based on the "Attorneys' Fees and Enforcement Costs" provision of the lease. Nettles opposed the motion.

The district court reduced Nettles's award to \$1,500 in attorney fees and "any other legal costs and expenses, including fees and expenses paid to a collection agency, and court costs." The court reasoned that a statute governing attorney fees in landlord-tenant disputes, combined with the lease language, capped attorney fees at \$1,500. Nettles appeals.

DECISION

“We review the grant of summary judgment de novo to determine whether there are genuine issues of material fact and whether the district court erred in its application of the law.” *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). On appeal from summary judgment, we “view[] the evidence in the light most favorable to the nonmoving party and resolv[e] all doubts and factual inferences against the moving party.” *Staub v. Myrtle Lake Resort, LLC*, 964 N.W.2d 613, 620 (Minn. 2021).

I. Based on the language of the lease and the applicable statute, the district court did not err in reducing Nettles’ award.

Nettles argues that the district court erred by reducing his attorney-fee award and requests that we reinstate the conciliation court’s \$5,000 award. In reducing the award, the district court analyzed the lease provisions that address reimbursement of attorney fees in conjunction with Minnesota Statutes section 504B.172 (2022).¹ We discern no error in the district court’s application of the lease and the law.

Under Minnesota law, “leases are contracts to which we apply general principles of contract construction.” *RAM Mut. Ins. Co. v. Rohde*, 820 N.W.2d 1, 14 (Minn. 2012). “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).

¹ Section 504B.172 was amended in 2023. See 2023 Minn. Laws ch. 52, art. 19, § 100, at 1178. The amendment does not change the substance of the applicable section and only applies to leases entered into or renewed on or after January 1, 2024. 2023 Minn. Laws ch. 52, art. 19, § 102, at 1180. We, therefore, cite to the 2022 version of the statute.

Here, the attorney-fee provision of the lease unambiguously requires Nettles, as tenant, to pay MPLP, as landlord, attorney fees “up to a cap not to exceed \$1,500 of actual attorneys’ fees paid” if MPLP were to bring a legal action against Nettles. MPLP did bring a legal action against Nettles—an eviction action—which Nettles successfully defended.

Minnesota law allows a tenant to recover attorney fees if a landlord would be entitled to recover fees under a lease. Minn. Stat. § 504B.172. The statute provides:

If a residential lease specifies an action, circumstances, or an extent to which a landlord . . . may recover attorney fees in an action between the landlord and tenant, the tenant is entitled to attorney fees if the tenant prevails in the same type of action, under the same circumstances, and *to the same extent as specified in the lease for the landlord.*

Id. (emphasis added). Here, the lease unambiguously caps attorney-fee recovery at \$1,500.

The statute, therefore, limits Nettles’ fees to that same amount. *Id.*

Nettles requests that we reinstate the conciliation court award, arguing that the \$1,500 attorney-fee cap in the lease does not apply because the lease provision allows for the reimbursement of “other legal costs and expenses, including fees and expenses paid to a collection agency, and court costs[.]” This language, however, does not apply to the \$5,000 in attorney fees that Nettles seeks because he undisputedly paid \$5,000 in attorney fees, not other legal costs and expenses to a collection agency or for court costs. The district court correctly concluded that the conciliation court erred in awarding more than the unambiguous lease cap of \$1,500.²

² Nettles also seems to argue that the district court erred in disposing of Nettles’ breach-of-contract claim by concluding that no provision of the lease specified that the landlord breaches the contract by bringing an unsuccessful eviction action. Nettles cites no caselaw

II. There is no evidence that the district court was biased against Nettles.

Nettles argues the district court was biased against him, pointing to remarks the court made during the summary-judgment hearing and in its decision. We reject this claim for three reasons.

First, Nettles forfeited the issue because his appellate brief provides no legal support for his claim of judicial bias. *See Schoepke*, 187 N.W.2d at 135; *see also State Dep't of Lab. & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997) (stating that appellate courts decline to reach issues that are inadequately briefed).

Second, we cannot review the remarks that Nettles claims the district court made during the hearing because Nettles did not provide a transcript of the summary-judgment hearing. *Wanglie v. Wanglie*, 356 N.W.2d 850, 852 (Minn. App. 1984) (recognizing that appellate courts cannot consider a claim for which relevant portions of the transcript were not provided), *rev. denied* (Minn. Feb. 6, 1985). As the appellant, Nettles was required to order the transcripts that he deemed necessary for the issues that he raised in his appeal. *See* Minn. R. Civ. App. P. 110.02, subd. 1(a) (“Within 14 days after filing the notice of appeal, the appellant shall . . . order from the reporter a transcript of those parts of the proceedings not already part of the record which are deemed necessary for inclusion in the record[.]”).

to support the proposition that bringing an unsuccessful eviction action establishes a breach-of-contract claim, nor are we aware of such authority. As such, Nettles’ breach-of-contract claim fails. *See Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971) (“An assignment of error based on mere assertion and not supported by any argument or authorities in appellant’s brief is waived and will not be considered on appeal unless prejudicial error is obvious on mere inspection.”).

Third, even if Nettles had adequately briefed this issue, we discern no evidence of judicial bias based upon the record before us. Nettles seems to contend that the district court was biased against him because it rejected his arguments and reduced the attorney-fee award. But an adverse ruling, without more, does not constitute judicial bias. *State v. Mems*, 708 N.W.2d 526, 533 (Minn. 2006). And we presume that the district court has properly discharged its duties. *Hannon v. State*, 752 N.W.2d 518, 522 (Minn. 2008). Nettles' claim of bias fails.

Affirmed.