

*This opinion is nonprecedential except as provided by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
A24-0921**

Aaron Olson,
Appellant,

vs.

Holmes Housing Partners, LP,
Respondent.

**Filed March 24, 2025
Affirmed
Johnson, Judge**

Hennepin County District Court
File No. 27-CV-HC-23-4139

Aaron Olson, Minneapolis, Minnesota (*pro se* appellant)

Kerri J. Nelson, Abriter, P.L.L.C., St. Louis Park, Minnesota (for respondent)

Considered and decided by Johnson, Presiding Judge; Larkin, Judge; and Schmidt,
Judge.

NONPRECEDENTIAL OPINION

JOHNSON, Judge

In this rent-escrow action, Aaron Olson sought relief because of a buzzing noise in his apartment. The district court denied relief after finding that the landlord had remedied the buzzing noise and that any delay in the remedy was partially attributable to Olson. On appeal, Olson challenges two of the district court's findings of fact. We conclude that the district court did not clearly err in either of the challenged findings. Therefore, we affirm.

FACTS

In 2023, Olson was renting an apartment in a building owned and managed by Holmes Housing Partners LP (HHP). In the early morning hours of April 24, 2023, Olson called HHP's after-hours telephone number and left a voice-mail message saying that there was a buzzing noise in his apartment. Later that day, the property manager, Calvin Morris, went to Olson's apartment to investigate. Because the buzzing noise was coming from or behind a bedroom wall, Morris told Olson that Olson needed to move his bedroom furniture to allow an electrician to access the wall and investigate further. Olson told Morris that he is disabled and unable to move the furniture on his own. Two days later, an attorney representing HHP informed Olson by e-mail that HHP maintenance staff would assist him by moving the furniture in his bedroom but that Olson first needed to remove the contents of a freestanding armoire or wardrobe.

On May 10, 2023, Olson asked the City of Minneapolis to inspect his apartment. An inspector determined that all electrical outlets were working properly. But the inspector determined that Olson was improperly using extension cords and issued an order for correction of that issue.

On May 15, 2023, Olson retained an electrician to investigate the source of the buzzing noise. Olson's electrician determined that the buzzing noise was not coming from the electrical system and recommended cutting into the wall to investigate further. Olson forwarded his electrician's estimate to HHP, and HHP promptly responded by stating that the electrician Olson had retained was not an authorized vendor of HHP. The next day, May 16, 2023, HHP informed Olson that an authorized electrician would visit Olson's

apartment to determine the source of the buzzing noise. On May 22, 2023, Morris informed Olson by e-mail that HHP's electrician had determined that the source of the buzzing noise was the central-air-conditioning unit on the roof of the building. Morris also informed Olson that HHP had retained an HVAC vendor to perform repairs and may need access to Olson's apartment.

On May 30, 2023, Olson commenced this rent-escrow action in the district court. *See* Minn. Stat. § 504B.385, subd. 1 (2024). Olson requested an order requiring HHP to make necessary repairs, rent abatement, and other forms of relief.

On June 6, 2023, HHP's HVAC vendor replaced components of the building's central-air-conditioning system, without the need for access to Olson's apartment. The HVAC vendor's work eliminated the buzzing noise. Olson later testified that, while the HVAC work was being done, he was out of town visiting a family member. Olson returned to Minneapolis by not later than July 4, 2023, when he informed HHP by e-mail that he had no further complaints about the buzzing noise.

Meanwhile, an initial hearing was held on June 13, 2023, and a second hearing was held remotely on June 30, 2023. A referee conducted an evidentiary hearing on August 18, 2023. Olson testified on his own behalf; Morris testified on behalf of HHP. In September 2023, the referee filed a six-page order with 34 paragraphs of findings of fact. The referee found, among other things, that HHP "took immediate action to try and investigate the issue and make the repairs," that "all issues were resolved prior to the initial appearance in this case," that HHP "did not unreasonably delay" in responding to Olson's complaints, and that Olson's resistance to HHP's remedial efforts and his absence from the apartment

prolonged the resolution of the buzzing noise. Accordingly, the referee recommended the dismissal of Olson’s petition. A district court judge agreed and ordered the district court administrator to release to HHP the rent payments that Olson had deposited with the court.

Olson timely requested review by a district court judge. A transcript of the evidentiary hearing was prepared, and a different district court judge conducted a review hearing in January 2024. In April 2024, the second district court judge filed a four-page order confirming the September 2023 decision.

Olson appeals on a self-represented basis.

DECISION

In his three-page appellate brief, Olson argues that the district court erred by denying his rent-escrow petition. Specifically, he argues that the district court erred in making two factual findings, which are described below.

By statute, a referee’s recommended findings and order “become the findings and orders of the court when confirmed by a judge.” Minn. Stat. § 484.70, subd. 7(c) (2024). In addition, a rule of court provides, “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. A district court’s findings of fact “shall not be set aside unless clearly erroneous.” *Id.* A finding of fact is clearly erroneous if it is “manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.” *In re Civil Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted).

A.

Olson first argues that the district court erred by finding that he testified that he did not remember whether he responded to HHP's attorney's e-mail message offering assistance in moving his bedroom furniture. The challenged finding states, in full:

On April 26, 2023, attorney for Landlord sent an email informing Tenant that they would need to move his bed from against the wall. The email stated that Tenant would be given moving assistance, but Tenant would need to empty an armoire/wardrobe at the end of his bed. There is no record of Tenant responding to this email and when asked directly whether he responded to the email, Tenant initially refused to answer and then stated he did not remember if he responded.

Olson contends that it is irrelevant whether he responded to HHP's attorney because the e-mail message asked him to contact Morris, which he attempted to do.

A copy of HHP's attorney's April 26, 2023 e-mail message was admitted into evidence as exhibit 1. The e-mail message concludes by stating that Olson "may feel free to respond by e-mail." At the evidentiary hearing, HHP cross-examined Olson about the e-mail message. HHP's attorney repeatedly asked Olson whether he responded to it, and Olson repeatedly was evasive in his answers. The district court eventually said, "Mr. Olson, . . . I need you to either answer the question or the Court will make a negative inference on . . . your failure to answer." Olson then responded, "I don't know." Olson later explained that he "was trying to keep legal issues directed toward [HHP's attorney] and maintenance issues, for the most part, to" Morris.

Olson's testimony supports the district court's finding that Olson testified that he did not remember whether he responded to HHP's attorney's e-mail message. The district

court made an additional finding that Olson attempted to contact Morris by telephone and voice-mail. The district court also found that Olson resisted moving his furniture because he believed that it was unnecessary, which accounts for Olson’s testimony about other actions that he took after receiving the April 26, 2023 e-mail message.

Thus, the district court did not clearly err by finding that Olson testified that he did not remember whether he responded to HHP’s attorney’s e-mail message.

B.

Olson also argues that the district court erred by finding that HHP did not unreasonably delay in making repairs to resolve the buzzing noise. Olson argues that the finding is erroneous because HHP unreasonably delayed during the period of April 26 to May 14, 2023.

A landlord may defend against a rent-escrow action by proving that a violation or alleged violation of a law or a lease provision has “been removed or remedied” or that a “residential tenant . . . has unreasonably refused entry to the landlord . . . to a portion of the property for the purpose of correcting the violation, and that the effort to correct was made in good faith.” Minn. Stat. § 504B.415(1), (3) (2024); *see also* Minn. Stat. § 504B.385, subd. 3 (2024) (referencing section 504B.415); Minn. Stat. § 504B.001, subd. 14 (2024) (defining “violation”). The district court cited section 504B.415 in connection with its ultimate finding that the buzzing noise was “remedied” and that “any delays were partially contributed to by Tenant’s resistance and/or absence.” The challenged finding that HHP “did not unreasonably delay” may be inconsequential because the district court also found that HHP remedied the buzzing noise. A rent-escrow action may allow a district court to

order a remedy for a violation or alleged violation that has not been remedied. *See* Minn. Stat. § 504B.385, subds. 5(a), 9(a)-(c) (2024); *Central Housing Assoc., LP v. Olson*, 929 N.W.2d 398, 406 (Minn. 2019); *Rush v. Westwood Village P’ship*, 887 N.W.2d 701, 706 (Minn. App. 2016). The statute allows a remedial order to be issued quickly because a hearing must be held within 14 days of a tenant’s deposit of rent or notice of a violation. *See* Minn. Stat. § 504B.385, subd. 5(a). But Olson has not identified any legal authority that specifically requires a landlord to remedy a violation or alleged violation without unreasonable delay.

The evidentiary record shows that Olson resisted HHP’s efforts to remedy the buzzing noise during the period of April 26 to May 14, 2023. Morris testified on direct examination that he informed Olson on April 24, 2023, the day on which Olson first complained, that Olson’s bedroom furniture needed to be moved and that, two days later, HHP offered to move Olson’s bedroom furniture if Olson first removed the contents of the armoire or wardrobe. On cross-examination, Olson questioned Morris about the period of April 26 to May 14, 2023. Morris reiterated that Olson needed to remove items from the armoire or wardrobe before an electrician could be called. Morris added that he was limited in his ability to communicate with Olson because Olson was represented by an attorney with respect to another legal matter. The district court found that Olson “was very resistant to moving his furniture and did not believe it was necessary.” That finding is supported by Olson’s own testimony, and the finding supports the district court’s ultimate finding that “any delays were partially contributed to by Tenant’s resistance” to HHP’s efforts to resolve the buzzing noise.

The evidentiary record also shows that HHP took reasonable steps to remedy the buzzing noise after May 14, 2023. On May 16, 2023, HHP informed Olson that an electrician retained by HHP would visit Olson's apartment to determine the source of the buzzing noise. On May 22, 2023, Morris informed Olson by e-mail that HHP's electrician had determined that the source of the buzzing noise was the central-air-conditioning unit on the roof of the building. On June 6, 2023, HHP's HVAC vendor fixed the central-air-conditioning system, which eliminated the buzzing noise.

Thus, the district court did not clearly err by finding that HHP did not unreasonably delay in remedying the buzzing noise.

Affirmed.