This opinion is nonprecedential except as provided by Minn.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
A24-1602

PFS MHC LLC,
Respondent,

vs.

Kristy Boldenow,
Appellant,

John Doe, et al.,
Defendants.

Filed August 11, 2025
Affirmed
Frisch, Chief Judge

Anoka County District Court
File No. 02-CV-24-4464

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

Kristy Kay Boldenow, Blaine, Minnesota (self-represented appellant)

Considered and decided by Smith, Tracy M., Presiding Judge; Frisch, Chief Judge; and Johnson, Judge.

NONPRECEDENTIAL OPINION

FRISCH, Chief Judge

Following entry of an eviction judgment for respondent-landlord, appellant-tenant argues that the district court erred by (1) allowing landlord to provide less than 30 days' notice before bringing an eviction action, (2) determining that landlord's new electronic payment system was not unreasonable or a substantial modification to the lease, (3) making findings of fact not supported by the record, and (4) infringing on tenant's due-process rights. We discern no error by the district court and affirm.

FACTS

In 1998, appellant Kristy Kay Boldenow and respondent PFS MHC LLC executed a lease for Boldenow to rent a lot for her manufactured home with a "month-to-month" term. The lease provides that rent was to be paid "at the community office" and that PFS may charge a late fee if rent is not paid before the 5th day of the month. The lease also provides:

> [PFS] must give the Resident sixty (60) days written notice of any changes in this Agreement or in the [park rules]. All changes, including rent increases, must be reasonable. Any change which substantially modifies this agreement or the [park rules] now in force, except a rent increase, will not apply to the Resident. . . . If [PFS] agrees to make an exception to a provision of the Agreement or the [park rules] that agreement will be in writing.

Boldenow's rent at the time of initiation of this action was $775 per month.

On March 26, 2024, PFS sent a notice to residents providing that effective June 1, 2024, PFS would only accept rent payment through electronic payment methods. PFS notified residents that it would accept rent payment through any one of several electronic methods: the PayLease program, which allowed residents to pay rent with cash through an external service; an automated, recurring debit from a resident's checking or savings account; or via the "Resident Payment Portal," which accepted online payments from credit cards and bank accounts. The notice also provides that residents could request "a reasonable accommodation" related to this rule.

During her tenancy, Boldenow typically paid her rent by depositing a check into a rent drop box located at the park community office. Sometime in early 2024, PFS sealed the office drop box because of security concerns, including break-ins to the drop box. To pay her May 2024 rent, Boldenow opened the sealed drop box with a drill and deposited her rent check. To pay June rent, Boldenow again opened the sealed drop box with a drill and deposited her rent check. PFS did not accept the June rent check and returned it to Boldenow.

On June 6, a PFS general manager emailed Boldenow notifying her that PFS would not accept her check for June rent. The general manager stated that PFS cashed Boldenow's May rent check as "a one-time courtesy." The general manager also reminded Boldenow that she had left a voicemail at the time asking Boldenow "not [to] force open the [office] drop box and put your payment inside" and alerting her that a $62 late fee was charged for late May rent. The general manager attached to the email a copy of the rule-change notice. That notice explained benefits of the rule change, including reducing "the likelihood of lost or misapplied payments," "eliminating paperwork in the office with a resident's personal banking information," and convenience to residents. The rule change notice also listed the available methods of payment and highlighted that "[t]here is no additional cost to residents associated with ACH transfers and residents can register without use of a computer." At some point, the general manager offered to help Boldenow set up electronic payments. Boldenow made no electronic payments for the May late fee, June rent and late fee, July rent and late fee, and August rent and late fee.

On July 15, PFS sent Boldenow a pre-eviction notice for nonpayment of rent. The $1,736 ledger balance in the notice included June and July rent and late fees for May, June, and July. On August 5, PFS filed an eviction action complaint in district court seeking to evict Boldenow for nonpayment of rent. The complaint provides that Boldenow "failed to pay rent in full," and that as of August 5, she was $2,511 in arrears. PFS also sought $408 in costs and expenses incurred in bringing the action.

The district court scheduled the matter for a court trial. The district court ordered that Boldenow deposit "rent of $2,325" and "all future rent by the 1st day of each month." On August 26, Boldenow deposited $2,325 into court. On September 4, Boldenow deposited $755 into court. During a Zoom court trial, Boldenow represented herself. The district court heard testimony from PFS's general manager and Boldenow.

On September 18, the district court filed an order determining that Boldenow "failed and refuses to pay rent for the month(s) of May 2024 through September 2024 in the amount of $775 per month payable on the first day of each month for a total due of $3,818 inc[luding] fees." The district court released the $3,100 deposited into court to PFS and ordered that Boldenow could redeem the premises by paying $718 to PFS by September 23. On October 1, after Boldenow failed to make this payment, the district court issued a writ of recovery and an order to vacate.

Boldenow appeals.

DECISION

Boldenow argues that the district court erred by (1) issuing a writ of recovery upon Boldenow receiving less than 30 days' notice of the eviction action, (2) concluding that changes to park rules did not violate the lease and applicable laws, (3) making clearly erroneous factual findings about her outstanding balance and whether she paid rent, and (4) violating her due-process rights in conducting the court trial. We first address the general statutory framework for mobile-home park-lot rentals before turning to the issues raised in this appeal.

Mobile-home park-lot rentals in Minnesota are governed by the Minnesota Manufactured Home Park Lot Rentals Act, Minn. Stat. §§ 327C.015-.16 (2024) (the act). *See also Lea v. Pieper*, 345 N.W.2d 267, 270 (Minn. App. 1984) (discussing the origins of the act and its purpose to regulate mobile-home park-lot rentals "with a view to balancing the positions of park owners and residents"), *rev. denied* (Minn. June 12, 1984). Under the act, every agreement to rent a lot must be in writing, specify the terms of the rental of the lot, and include "the rights, duties and obligations of the parties, and all rules applicable to the resident." Minn. Stat. § 327C.02, subd. 1(3). The agreement must also include the amount of rent per month and a statement of all personal property, services, and facilities that the park owner agrees to provide to the resident. *Id.*, subd. 1(2).

A manufactured-home park owner may only seek to evict a resident for cause. Minn. Stat. § 327C.09, subd. 1. One such basis to seek to evict a resident is nonpayment of rent or utilities, provided an owner gives a resident ten days' notice of the nonpayment. *Id.*, subd. 2. If the resident does not pay within ten days, the owner may seek to recover possession of the lot. *Id.*, subds. 1, 2. When a park owner brings an eviction action to recover possession for failure to pay rent, a resident can bring forward the defense that "the sum allegedly due contains a charge which violates" the section of the statute governing fees. Minn. Stat. § 327C.10, subd. 1. Against this backdrop, we consider Boldenow's claims in this appeal.

I. The district court did not err by issuing a writ of recovery upon Boldenow receiving less than 30 days' notice of the action.

Boldenow asserts that the district court erred in rendering judgment in PFS's favor, arguing that PFS was required by statute to provide her with 30 days' notice of the action against her under Minn. Stat. § 504B.291, subd. 2 (2024). We disagree.

When a park owner seeks to recover possession for nonpayment of rent, a resident has a right of redemption as set forth in Minn. Stat § 504B.291 (2024). Minn. Stat. § 327C.11, subd. 1. If a landlord seeks to evict a tenant for nonpayment of rent,

> the tenant may, at any time before possession has been delivered, redeem the tenancy and be restored to possession by paying to the landlord or bringing to court the amount of the rent that is in arrears, with interest, costs of the action, and an attorney's fee not to exceed $5, and by performing any other covenants of the lease.

Minn. Stat. § 504B.291, subd. 1(a). This section also includes a subdivision for "[l]ease[s] greater than 20 years" which requires landlords to provide a tenant with 30 days' notice before bringing an eviction action for nonpayment of rent and extends their redemption period. *Id.*, subd. 2.

Boldenow argues that, because her tenancy began in 1998, she is entitled to 30 days' notice before an eviction action. But the record reflects that Boldenow did not have a lease term greater than 20 years; Boldenow's lease term was month-to-month. Because the plain language of Minn. Stat. § 504B.291, subd. 2, applies only if a lease "is for a *term* of more than 20 years," Boldenow was not entitled to extended notice or redemption period. (Emphasis added.)

II. The district court did not err in enforcing the electronic payment rule change because the change was reasonable and did not substantially modify Boldenow's lease.

Boldenow argues that the district court erred in entering its eviction judgment because in so doing, it enforced PFS's rule requiring electronic rent payments, which she claims is unreasonable and a substantial modification of her lease.[1] Again, we disagree.

The act and Boldenow's lease provide that park owners must give residents at least 60 days' notice of any rule change. Minn. Stat. § 327C.02, subd. 2. And such changes are limited by the act: "A rule adopted or amended after the resident initially enters into a rental agreement may be enforced against that resident *only if* the new or amended rule is *reasonable* and is *not a substantial modification* of the original agreement." *Id.* (emphasis added). A substantial modification is "any change in a rule which: (a) significantly diminishes or eliminates any material obligation of the park owner; (b) significantly diminishes or eliminates any material right, privilege or freedom of action of a resident; or (c) involves a significant new expense for a resident." Minn. Stat. § 327C.015, subd. 17.

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[1] PFS asserts that Boldenow's rule-change arguments are not germane to our review of the eviction judgment because the eviction was for nonpayment of rent and not a rule violation. We assume without deciding that the reasonableness of the rule change is relevant to our review of the district court's judgment.

Minn. Stat. § 327C.05, subd. 1, also prohibits owners from adopting or enforcing unreasonable rules. A "reasonable rule" is a park rule:

> (1) which is designed to promote the convenience, safety, or welfare of the residents, promote the good appearance and facilitate the efficient operation of the park, protect and preserve the park premises, or make a fair distribution of services and facilities;
> (2) which is reasonably related to the purpose for which it is adopted;
> (3) which is not retaliatory or unjustifiably discriminatory in nature; and
> (4) which is sufficiently explicit in prohibition, direction, or limitation of conduct to fairly inform the resident of what to do or not to do to comply.

Minn. Stat. § 327C.015, subd. 12. And "a court may declare unreasonable any park rule if the court finds that the rule fails to meet" these standards. Minn. Stat. § 327C.05, subd. 3.

We review de novo the application of undisputed facts to determine whether a rule is reasonable. *See All Parks All. for Change v. Uniprop Manufactured Hous. Cmtys. Income Fund*, 732 N.W.2d 189, 193 (Minn. 2007) (reviewing the reasonableness of a freedom-of-expression rule de novo). Whether a rule change constitutes an unenforceable substantial modification under Minn. Stat. § 327C.02 is also a question of law we review de novo. *See Sargent v. Bethel Props., Inc.*, 653 N.W.2d 800, 802 (Minn. App. 2002) (addressing issue as a matter of law), *rev. denied* (Minn. Feb. 26, 2003).

Boldenow argues that the park rule requiring rent to be paid via electronic means is an unreasonable, and therefore unenforceable, rule. We disagree. It is undisputed that the rule change was designed to promote the welfare of the residents and efficient operation of the park, was reasonably related to that purpose, was not retaliatory or discriminatory, and was sufficiently explicit. *See* Minn. Stat. § 327C.015, subd. 12. The record supports this conclusion—PFS's general manager testified to the benefits of electronic payment, including better record keeping and convenience for residents, security concerns with the old system, and the four payment options available to residents.

Boldenow's primary argument that the rule is unreasonable relies on a presumption of unreasonableness for "any rule which requires a resident or prospective resident to purchase any particular goods or services from a particular vendor or vendors, including the park owner." Minn. Stat. § 327C.05, subd. 2(2). But this argument is undermined by testimony that there is no "purchase" required for several of the electronic payment options accepted by PFS. The record reflects that bank payments via the portal and through ACH do not require a fee. Thus, there is no required "purchase" such that the rule would be presumptively unreasonable.

Boldenow next argues that requiring electronic payment for rent constituted a substantial modification of her lease. But Boldenow does not explain how the change significantly diminishes, eliminates, or otherwise impacts her material rights or possessory interests, or PFS's material obligations, or how the electronic system "involves a significant new expense." Minn. Stat. § 327C.015, subd. 17. The change in payment method did not alter any of PFS's duties or affect Boldenow's underlying rights under the lease. Her rent obligation remained the same; only the method for meeting the obligation changed. And Boldenow provides no authority suggesting that she is entitled to pay rent in a manner of her choosing where the requirement for her to use an electronic payment method is reasonable.

We therefore discern no error in the district court's conclusion that the electronic payment rule change was reasonable and did not constitute a substantial modification of Boldenow's lease.

III. The district court did not make clearly erroneous findings of fact.

Boldenow asserts that the district court clearly erred in finding that she did not pay or was late in paying her May rent and that she did not pay June rent. A finding 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 Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted). When reviewing findings of fact for clear error, we (a) "view the evidence in a light favorable to the findings," (b) do not find our own facts, (c) do not "reweigh the evidence," and (d) do not "reconcile conflicting evidence." *Id.* at 221-22 (quotations omitted).

The district court found that Boldenow "failed and refuses to pay rent for the month(s) of May 2024 through September 2024 in the amount of $775 per month payable on the first day of each month for a total due of $3,818 inc[luding] fees." Boldenow challenges this finding, arguing that she did pay May rent. But we discern no error in this finding. The amount of rent owed as reflected in the judgment does not include May rent. The amount owed, however, includes the May late fee, which Boldenow did not pay and does not challenge. The ledger received at trial shows a balance of $3,756, which includes a May late fee, June rent and a late fee, July rent and a late fee, August rent and a late fee, September rent, and a $408 charge for filing fees and costs and $5 in attorney fees. The judgment reflects this balance plus a late fee of $62 for September rent, an amount assessed after the ledger was generated, for a total of $3,818.

Boldenow also appears to assert that because she placed her June rent in the drop box, she paid rent and the district court clearly erred in finding that she did not. But Boldenow does not dispute that the check she placed in the drop box was returned to her by PFS. And the record reflects that Boldenow did not make another payment for June rent. Consistent with the rule change requiring electronic payment, the district court did not clearly err in determining that Boldenow did not pay June rent or in otherwise awarding unpaid rent and fees to PFS.

IV. The district court did not violate Boldenow's due-process rights.

Boldenow raises several due-process arguments, including that her trial was held by Zoom, the district court did not allow her to finish her opening statement, the district court sustained PFS's objections, and judicial bias. These challenges are unavailing.

Procedural due process requires that a person have notice and "an opportunity to be heard at a meaningful time and in a meaningful manner." *Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 632 (Minn. 2012) (quotation omitted). And district courts have a duty to allow reasonable accommodation to self-represented litigants so long as no prejudice results. *Kasson State Bank v. Haugen*, 410 N.W.2d 392, 395 (Minn. App. 1987). But we "cannot permit bending of all rules and requirements or cause disruption of courts' trial schedules" to accommodate self-represented litigants. *Liptak v. State ex rel. City of New Hope*, 340 N.W.2d 366, 367 (Minn. App. 1983).

The district court acted within its discretion in conducting the trial. Boldenow's jurisdictional argument and objection to a Zoom trial are unsupported by argument or authority. *See Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971) (noting that an assignment of error based on "mere assertion" and not supported by argument or authority is waived unless prejudicial error is obvious on mere inspection). The district court acted within its discretion in stopping Boldenow's opening statement after she began to testify in contravention of the district court's previous instruction. *See* Minn R. Evid. 611(a) (authorizing district courts "reasonable control over the mode and order of interrogating witnesses and presenting evidence"); *State v. Blom*, 682 N.W.2d 578, 609 (Minn. 2004) ("As a general matter, courts are vested with discretion in managing trials."). In sustaining PFS's objections to Boldenow's questions during cross-examination regarding whether the property manager knew what "ACH" stood for and regarding whether the property manager called a phone number she knew was canceled, the district court appears to have acted within its discretion since those questions are likely not relevant to the issue of unpaid rent. *See* Minn. R. Evid. 611(a).

Regarding Boldenow's assertion that the district court exhibited bias against her, she does not point to record evidence of such a bias other than the district court's rulings against her, which are not, standing alone, evidence of bias. *See In re Enbridge Energy, Ltd. P'ship*, 930 N.W.2d 12, 36 (Minn. App. 2019) (noting that "prior adverse rulings" do not "demonstrate bias requiring recusal of a judge"). In sum, Boldenow has not shown that the district court violated her due-process rights.

Affirmed.