

*This opinion is nonprecedential except as provided by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
A24-1930**

Valerie Steiner,
Appellant,

vs.

Campbell Property Management,
Respondent.

**Filed July 21, 2025
Affirmed
Harris, Judge**

Stearns County District Court
File No. 73-CV-24-1915

Valerie Steiner, St. Paul, Minnesota (pro se appellant)

Christopher A. Wills, RGP Law, Ltd., St. Cloud, Minnesota (for respondent)

Considered and decided by Bjorkman, Presiding Judge; Harris, Judge; and
Klaphake, Judge.*

NONPRECEDENTIAL OPINION

HARRIS, Judge

Following a court trial and the entry of judgment in favor of respondent, appellant argues that the district court erred by (1) determining that respondent proved its counterclaim and was entitled to a money judgment; (2) declaring her a frivolous litigant;

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

(3) determining she waived her right to a jury trial; and (4) displaying bias and prejudice toward her. Because appellant's arguments are not supported by the record, we affirm.

FACTS

In March 2022, appellant Valerie Steiner entered into a six-month lease agreement with Campbell Properties LLC. Steiner paid a \$500 security deposit, \$965 per month in rent, and \$50 per month for a garage. When her lease ended, Steiner remained in the apartment on a month-to-month basis. During her tenancy, Steiner made several complaints to respondent Campbell Property Management (Campbell) about inadequate hot water. She also emailed staff with complaints about other tenants, staff, and issues with her apartment. In February 2023, Campbell provided Steiner notice that it was terminating her month-to-month lease, effective March 31, 2023. On March 6, 2023, Steiner filed a petition for emergency relief related to her complaints of inadequate hot water. On March 30, 2023, the district court denied Steiner's petition for emergency relief. Steiner appealed, and this court affirmed the district court's decision. *Steiner v. Campbell Props.*, No. A23-0700, 2024 WL 159116, at *1 (Minn. App. Jan. 16, 2024).

Because Steiner remained in possession of the apartment after March 31, Campbell brought an eviction action on April 3, 2023. *Campbell Prop. Mgmt. v. Steiner*, No. A23-0740, 2024 WL 222499, at *1 (Minn. App. Jan. 17, 2024). Steiner argued that the eviction action was retaliation for her complaints about heat and hot water. The district court determined that Steiner did not prove a retaliation defense and entered judgment in favor of Campbell. Steiner appealed and this court affirmed, concluding that the district court did not abuse its discretion in determining that the statutory retaliation defenses were

unavailable to Steiner and that Steiner failed to carry her burden to prove the common-law defense of retaliation. *Id.* at *3.

Although Steiner vacated the apartment by the end of May 2023, she continued to communicate with Campbell via email about retrieving her property that remained at the apartment. In June 2023, Campbell sent Steiner a letter stating that it was still assessing move-out costs, and that Steiner may “receive a statement for an amount that exceeds [her] security deposit.” In July 2023, Campbell sent Steiner a statement for \$1,529.88, which included her remaining balance owed to Campbell, a \$500 security deposit credit with interest, a cleaning fee, carpet cleaning costs, and charges for a light bulb and bedroom blinds.

In November 2023, Steiner commenced an action against Campbell in conciliation court seeking damages related to Campbell’s failure to return her security deposit as required by Minnesota Statutes section 504B.178 (2024). Campbell filed a counterclaim, seeking the \$1,529.88 outlined in the July statement for unpaid rent and costs and expenses incurred in cleaning Steiner’s apartment. The conciliation court entered judgment in favor of Campbell.

In March 2024, Steiner removed the matter to district court. The district court issued an order vacating the conciliation court judgment and granting a new trial if Steiner paid \$516 in conditional costs by April 7. Steiner paid the costs, and the matter proceeded in district court.

In May 2024, the parties appeared for a scheduling conference. Steiner requested a jury trial. The district court set deadlines for Steiner to file an amended complaint, for Campbell to file any counterclaims, and for Steiner to pay the jury fee.

After the scheduling conference, Steiner filed a motion to amend the complaint to add personal injury damages for the eviction, moving costs, retaliation for good faith requests, pain and suffering, and emotional distress. Campbell filed a motion for an order requiring security or imposing sanctions and a counterclaim seeking \$1,529.88 in unpaid rent and cleaning costs. In July 2024, the district court entered an order declaring Steiner a frivolous litigant and barring Steiner “from serving or filing any new action . . . in any case based on allegations of retaliation or hot water during her tenancy . . . unless she either (a) retain[ed] an attorney . . . or (b) post[ed] a surety bond of \$7,000.”

The district court determined that Steiner waived her right to a jury trial and the matter proceeded to a court trial. The district court issued findings of fact, conclusions of law, and an order determining that “[t]here is no dispute that Campbell failed to return Ms. Steiner’s security deposit, or a written statement . . . within three weeks of termination of Ms. Steiner’s tenancy.” The district court found that Steiner did not pay April garage rent (\$50.00), May prorated rent (\$902.74), May prorated garage rent (\$46.77), and carpet cleaning costs (\$295.97). The district court also found that Campbell proved its counterclaim and was entitled to money judgment of \$672.80, after subtracting the \$507.08

that Campbell owed Steiner for unlawfully withholding her security deposit.¹ Steiner appeals.

DECISION

Steiner raises four arguments on appeal. She argues (1) that the district court erred by determining that Campbell proved its counterclaim and was entitled to a money judgment; (2) that she is not a frivolous litigant; (3) that the district court erred by not letting her have a jury trial; and (4) that the district court displayed bias and prejudice toward her. But our review is limited because Steiner's brief does not support her claims with any analysis or authority, and she did not provide a transcript of the district court proceedings. *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971); *see also Custom Farm Servs., Inc. v. Collins*, 238 N.W.2d 608, 609 (Minn. 1976) (declining to consider an allegation of error in the absence of a transcript).

“[O]n appeal error is never presumed. It must be made to appear affirmatively before there can be reversal . . . [and] the burden of showing error rests upon the one who relies upon it.” *Waters v. Fiebelkorn*, 13 N.W.2d 461, 464-65 (Minn. 1944); *see also Loth v. Loth*, 35 N.W.2d 542, 546 (Minn. 1949) (quoting *Waters*, 13 N.W.2d at 464). When an appellant is self-represented, as here, we “are disposed to disregard defects in the brief, but that does not relieve [the appellant] of the necessity of providing an adequate record and preserving it in a way that will permit review.” *Thorp Loan and Thrift Co. v. Morse*, 451

¹ Campbell initially sought \$1,529.88. At trial, Campbell no longer sought the \$350 cleaning fees. Therefore, the district court awarded \$1,179.88. The net amount awarded to Campbell was \$156.80, after subtracting the \$507.08 Campbell owed Steiner and the \$516 that Steiner paid to the court in conditional cost that was paid to Campbell.

N.W.2d 361, 363 (Minn. App. 1990), *rev. denied* (Minn. Apr. 13, 1990). We will not modify ordinary rules and procedures because a self-represented litigant lacks the skills and knowledge of an attorney. *Gruenhagen v. Larson*, 246 N.W.2d 565, 569 (Minn. 1976); *see also Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001) (stating that “[a]lthough some accommodations may be made for [self-represented] litigants, this court has repeatedly emphasized that [self-represented] litigants are generally held to the same standards as attorneys and must comply with court rules”).

Also, it is the appellant’s duty to order a transcript “of those parts of the proceedings not already part of the record which are deemed necessary for inclusion in the record.” Minn. R. Civ. App. P. 110.02, subd. 1(a). When a transcript is not provided on appeal, “[w]e are limited to determining whether the [district] court’s findings of fact support its conclusions of law.” *Am. Fam. Life Ins. Co. v. Noruk*, 528 N.W.2d 921, 925 (Minn. App. 1995), *rev. denied* (Minn. Apr. 27, 1995).

With these considerations in mind, we address Steiner’s arguments in turn.

I. The district court’s findings were not clearly erroneous and support its conclusion that Campbell proved its counterclaim.

Steiner argues that the district court erred by miscalculating the damages and determining that Campbell proved its counterclaim and was entitled to a money judgment of \$672.80.

Within three weeks after the termination of a tenancy, a landlord must either return the security deposit to the tenant or provide the tenant with a written statement showing the specific reason for withholding the security deposit. Minn. Stat. § 504B.178,

subd. 3(a)(1)-(2). If the landlord does not comply with these requirements, the landlord “is liable to the tenant for damages in an amount equal to the portion of the deposit withheld by the landlord and interest thereon.” *Id.*, subd. 4(4). If the landlord retains the security deposit in bad faith, the landlord is subject “to punitive damages not to exceed \$500.” *Id.*, subd. 7.

The landlord may withhold from the deposit only the amounts reasonably necessary “to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement” or “to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted.” *Id.*, subd. 3(b)(1)-(2). The landlord has the burden of proving, “by a fair preponderance of the evidence, the reason for withholding all or any portion of the deposit.” *Id.*, subd. 3(c).

Steiner appears to challenge the district court’s factual findings. Steiner argues that according to the evidence, she “should not owe [Campbell] money.” Specifically, she argues that she is entitled to “double the security deposit plus a five hundred dollar fine,” and that the other charges for late fees and garage rent were not authorized per the lease.

“[W]e review the district court’s factual findings for clear error.” *Rasmussen v. Two Harbors Fish Co.*, 832 N.W.2d 790, 797 (Minn. 2013); *see also* Minn. R. Civ. P. 52.01. 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 evaluating factual findings for clear error, “we examine the record to see if there is reasonable evidence in the record to support the court’s findings.” *Rasmussen*, 832 N.W.2d at 797 (quotation omitted). “[W]e

view the evidence in the light most favorable to the verdict, . . . [and] must be left with the definite and firm conviction that a mistake has been made.” *Id.* (quotation omitted). “That the record might support findings other than those made by the [district] court does not show that the . . . findings are defective.” *Vangsness v. Vangsness*, 607 N.W.2d 468, 474 (Minn. App. 2000).

Here, the district court determined that Campbell “failed to return Ms. Steiner’s security deposit, or a written statement showing the specific reason for withholding the deposit, within three weeks of termination of Ms. Steiner’s tenancy.” It also determined that Campbell credited Steiner’s account with the \$500 security deposit, and that Steiner did not pay April garage rent, May prorated rent, May prorated garage rent, and carpet cleaning costs. The district court did not award Campbell late fees or more than it initially sought as part of its counterclaim.

The district court’s order does not consider whether Campbell retained the security deposit in bad faith. And thus, it also did not consider whether Steiner was entitled to \$500 in punitive damages. *See* Minn. Stat. § 504B.178, subd. 7. But because Steiner did not order a transcript and does not describe how the district court erred, we are unable to review whether the district court erred by not awarding Steiner an additional \$500 in punitive damages. *See Schoepke*, 187 N.W.2d at 135 (stating that assignment of error in a brief based on “mere assertion” and not supported by argument or authority is forfeited unless prejudicial error is “obvious on mere inspection”).

The district court relied on the ledger and credible testimony to find that garage rent was \$50 per month and not included in the lease, and that Steiner failed to pay April and

May garage rent. Steiner argues that garage rent was included in the lease and that the area manager who testified to the contrary lied under oath. But this court “neither reconcile[s] conflicting evidence nor decide[s] issues of witness credibility, which are exclusively the province of the factfinder.” *Gada v. Dedefo*, 684 N.W.2d 512, 514 (Minn. App. 2004). On this record, the district court’s findings support its conclusions of law, and are not clearly erroneous.

II. The district court did not abuse its discretion by determining that Steiner was a frivolous litigant.

Steiner argues that she is not a frivolous litigant. As relevant here, a frivolous litigant is:

- (1) A person who, after a claim has been finally determined against the person, repeatedly relitigates or attempts to relitigate either
 - (i) the validity of the determination against the same party or parties as to whom the claim was finally determined, or
 - (ii) the cause of action, claim, controversy, or any of the issues of fact or law determined or concluded by the final determination against the same party or parties as to whom the claim was finally determined.

Minn. R. Gen. Prac. 9.06(b)(1).

The district court determined that Steiner was a frivolous litigant related to her inadequate hot water and retaliation claims. The district court stated:

Ms. Steiner’s claims regarding lack of hot water, and retaliation against her for making complaints about the hot water, have been finally determined. Despite that, she has relitigated, and is again attempting to relitigate, those same claims against Campbell. Her personal injury claims in this case are based on her perception that she was retaliated against for making complaints about the hot water, an issue that was

fully litigated in the eviction case, including an appeal. Ms. Steiner has indicated in her own words that she will not stop pursuing these claims. In her March 7, 2024 email to [Campbell], she threatened to “continue to file till this is resolved.” This statement shows that Ms. Steiner does not plan on ending the litigation surrounding these issues.

If, after notice and a hearing, the district court determines that a party is a frivolous litigant, “the court may . . . enter an order: (a) requiring the furnishing of security by a frivolous litigant who has requested relief in the form of a claim, or (b) imposing preconditions on a frivolous litigant’s service or filing of any new claims, motions or requests.” Minn. R. Gen. Prac. 9.01. Here, the district court barred Steiner “from serving or filing any new action . . . in any case based on allegations of retaliation or hot water during her tenancy . . . unless she either (a) retain[ed] an attorney . . . or (b) post[ed] a surety bond of \$7,000.”

Steiner does not challenge the district court’s decision to require her to retain an attorney or post a surety bond. She also does not challenge the district court’s specific findings or describe how the district court abused its discretion. Instead, Steiner argues that she is not a frivolous litigant. In Steiner’s view, she was not attempting to relitigate resolved claims, but amended her claim because Campbell “retaliate[d] by holding [her] property hostage and further harassing [her].”² She appears to assert that she is justified in

² The district court also determined that both Steiner’s retaliation claim related to her repair complaints and her claim for personal injury damages were barred based on collateral estoppel and res judicata. Steiner does not directly challenge this decision on appeal. She focuses on the district court’s decision declaring her a frivolous litigant and makes general assertions that she “want[s] to have a new trial just for the damages,” and that she is “not reopening past cases.”

continuing to pursue the retaliation and hot water claims because she proved all of her previous cases and is continuing to fight for her rights. Steiner states that she proved Campbell's motion for an order requiring security or imposing sanctions was false, she "proved [her] cases of harassment and the eviction," and that she is "not a frivolous [litigant] . . . and [she] [has] proof with all the cases."

We review the district court's decision to declare a party a frivolous litigant for an abuse of discretion. *Szarzynski v. Szarzynski*, 732 N.W.2d 285, 294-95 (Minn. App. 2007). "A district court abuses its discretion if its decision is against logic and the facts in the record." *State v. Scheffler*, 932 N.W.2d 57, 60 (Minn. App. 2019).

The record supports the district court's findings that Steiner's hot water and retaliation claims had been finally determined and that Steiner will continue to relitigate them. Steiner does not support her assertions that she is not a frivolous litigant with any analysis or authority, and no error is obvious. Therefore, Steiner did not demonstrate that the district court abused its discretion. *See Schoepke*, 187 N.W.2d at 135.

III. The district court did not err by determining Steiner waived her right to a jury trial.

Steiner argues that the district court "wouldn't let [her] have a jury." Steiner cites to no caselaw or rules to support her assertion, and fails to provide an understandable analysis explaining her argument. 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, 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*, 629 N.W.2d at 119.

Whether a party has a right to a jury trial or can waive this right are questions of law we review de novo. *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 because “the nature of the claim is contractual and the remedy sought is legal”); *Abraham v. County of 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) (quotation omitted). “An agreement to a [court] trial effectively waives the jury right.” *Id.*

Steiner has not demonstrated that the district court erred when it determined she clearly and unequivocally waived her right to a jury trial by agreeing to a court trial. In March 2024, Steiner demanded removal from conciliation court and requested a court trial. By affirmatively requesting a court trial in her demand for removal, Steiner expressly

consented to a court trial. *See* Minn. R. Civ. P. 38.02. Two months later, in May 2024, Steiner requested a jury trial which the district court recognized and required her to pay the jury fee by June 1, 2024. In its scheduling order the district court noted that failure to pay the fee would “result in waiver of Plaintiff’s jury demand.” Steiner did not pay the fee or request a fee waiver. In addition, Steiner filed three subsequent motions with the district court, including a motion to continue the trial and a motion to remove the judge.

We conclude that despite her written demand, Steiner’s conduct demonstrates she “waived [her] right to [a] jury trial by submitting to a court trial without objection.” *Karlstad State Bank v. Fritsche*, 374 N.W.2d 177, 182-83 (Minn. App. 1985) (holding that despite written demand for jury trial, Fritsches waived their right to jury trial by submitting to court trial without objection). Therefore, the district court did not err when it determined Steiner waived her right to a jury trial.

IV. The record does not support Steiner’s claim that the district court displayed bias and prejudice toward her.

Steiner argues that the district court displayed bias and prejudice toward her. We presume that the district court judge discharged its duties properly. *Hannon v. State*, 752 N.W.2d 518, 522 (Minn. 2008). “Previous adverse rulings by themselves do not demonstrate judicial bias. Rather, the bias must be proved in light of the record as a whole.” *Id.*

Steiner argues that the district court displayed bias and prejudice toward her multiple times, such as requiring her to pay the conciliation court fees assessed against her before vacating the conciliation court judgment and granting a new trial, calling her a liar,

belittling and bullying her during pretrial hearings, not letting her have a jury, failing to remove itself, not allowing her to present evidence to prove her case, requiring her to pay more than needed to appeal her case, and not letting her have the transcript.

The record does not support Steiner's claims. When reviewing judicial bias claims, we consider "whether the trial judge considered arguments and motions made by both sides, ruled in favor of a complaining [party] on any issue, and took actions to minimize prejudice to the [party]." *Id.* As discussed above, Steiner did not request a transcript, so we are unable to review her claims related to the district court's conduct. The record as a whole demonstrates that the district court carefully considered the issues and determined that Steiner was entitled to her security deposit and a \$500 penalty. There is no support in the record that the district court's order requiring Steiner to pay the conciliation court judgment prior to a new trial in district court or its decision that Steiner waived her jury demand were motivated by bias or prejudice.

Affirmed.