

*This opinion is nonprecedential except as provided by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
A24-1966**

Daniel Hatlevig,
Appellant,

vs.

Jason Schott, et al.,
Respondents.

**Filed August 4, 2025
Affirmed
Bentley, Judge**

Winona County District Court
File No. 85-CV-23-2076

William L. French, French Law Office, Rochester, Minnesota (for appellant)

Morgan B. Muenster, Grinde & Dicke Law Firm P.A., Rochester, Minnesota (for respondents)

Considered and decided by Bentley, Presiding Judge; Frisch, Chief Judge; and Segal, Judge.*

NONPRECEDENTIAL OPINION

BENTLEY, Judge

The issue in this appeal is whether the terms “mobile home” and “manufactured home” are legally synonymous such that referring to a mobile home as a manufactured

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

home in a contract for deed cannot constitute a false statement. The district court granted summary judgment for respondent-sellers Jason and Carrie Schott after concluding that the terms are interchangeable under Minnesota law. We affirm.

FACTS

Appellant Daniel Hatlevig purchased real property from the Schotts by a contract for deed in May 2018. On the property was a 1973 Wick Home, which the contract for deed referred to as a “manufactured home” that was affixed to the real property.¹

Hatlevig commenced a lawsuit in November 2023, alleging that the Schotts committed fraud and negligent misrepresentation by “represent[ing] that the habitable trailer on the premises was a manufactured home when, in reality, it was a mobile home without an adequate foundation.”² The Schotts filed a motion to dismiss, arguing that “there was no mobile home sold as part of [the parties’] real estate transaction” because the home was affixed to the real property. Alternatively, the Schotts argued that there is no legally significant distinction between the terms “manufactured home” and “mobile

¹ Minnesota Statutes section 168A.1412 (2024), details the process for affixing a manufactured home to real property. Once affixed, the manufactured home “may be made an improvement to real property, and no longer titled as personal property.” Minn. Stat. § 168A.1412, subd. 1.

² To prevail on a negligent misrepresentation claim, the plaintiff must establish, among other elements, that “the defendant supplie[d] false information to the plaintiff.” *Williams v. Smith*, 820 N.W.2d 807, 815 (Minn. 2012). For fraud, the plaintiff must establish, among other elements, that “there was a false representation by a party of a past or existing material fact susceptible of knowledge.” *Specialized Tours, Inc. v. Hagen*, 392 N.W.2d 520, 532 (Minn. 1986).

home.” Hatlevig opposed the motion to dismiss and argued that discovery was necessary to resolve the claim.

In a hearing on the motion to dismiss, the district court asked about the “legal distinction” between a manufactured home and a mobile home and “where [those terms are] defined in the law.” Hatlevig’s attorney pointed to a magazine article discussing the difference between mobile and manufactured homes, alluded to federal statutes that purportedly illuminated the difference, and maintained that there was a genuine issue of material fact “based solely on the affidavit of [Hatlevig],” who, according to Hatlevig’s attorney, had “done the research” and found that the research “clearly says it’s not a manufactured home.”

The district court construed the Schotts’ motion to dismiss as a motion for summary judgment under Minn. R. Civ. P. 56 and granted it.³ The district court concluded that, under Minnesota law, “[t]he terms ‘mobile home’ and ‘manufactured home’ are synonymous” because “[m]anufactured homes do not need to be anchored to a foundation.” Therefore, the Schotts “could not have committed fraud or negligent misrepresentation” because “there were no false statements made.”

Hatlevig appeals.

³ The district court construed the motion as one for summary judgment because the parties “submitted affidavits and additional documents not referenced in the pleadings.” On appeal, Hatlevig does not challenge the district court’s decision to do so.

DECISION

Hatlevig argues that summary judgment was improper because there is a genuine dispute regarding whether the home identified in the contract for deed was a mobile home or a manufactured home. He characterizes this dispute as a fact issue and maintains that he should have been allowed to proceed with discovery on his claim.

Appellate courts “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). In doing so, appellate courts “view the evidence in the light most favorable to the nonmoving party,” *id.* at 625, and review legal questions de novo, *Visser v. State Farm Mut. Auto. Ins. Co.*, 938 N.W.2d 830, 832 (Minn. 2020).

“The construction and effect of a contract is . . . a question of law unless the contract is ambiguous.” *Denelsbeck v. Wells Fargo & Co.*, 666 N.W.2d 339, 346 (Minn. 2003). And whether a contract is ambiguous is also a question of law. *Id.* “A contract is ambiguous if, based upon its language alone, it is reasonably susceptible of more than one interpretation.” *Art Goebel, Inc. v. N. Suburban Agencies, Inc.*, 567 N.W.2d 511, 515 (Minn. 1997). For unambiguous contracts, the “contract language must be given its plain and ordinary meaning.” *Denelsbeck*, 666 N.W.2d at 347 (quotation omitted). A term’s plain and ordinary meaning can be gleaned from various sources, including dictionaries, statutes, and caselaw. *See Bank Midwest, Minn., Iowa, N.A. v. Lipetzky*, 674 N.W.2d 176, 179-80 (Minn. 2004) (considering such sources to discern plain meaning of a term in a contract for deed). Our consultation of these sources leads us to conclude that the terms “manufactured home” and

“mobile home” are interchangeable under Minnesota law and that a manufactured home does not necessarily have a permanent foundation. In turn, we conclude that the term “manufactured home” in the contract for deed is unambiguous and has the same meaning as “mobile home.”

We turn first to the definition of “manufactured home” under the dictionary and the Minnesota Statutes. These sources agree that a “manufactured home” must be “designed to be used as a dwelling *with or without a permanent foundation*.” Minn. Stat. § 327.31, subd. 6 (2024) (emphasis added); *see also* Minn. Stat. § 273.125, subd. 8 (2024) (same); *Black’s Law Dictionary* 874 (12th ed. 2024) (same). And although the Minnesota Statutes do not contain a separate definition of “mobile home,” some provisions reference the term in a way that suggest it is synonymous with “manufactured home.” *See, e.g.*, Minn. Stat. § 570.025, subd. 6 (2024) (including, in a sample notice of hearing, the phrase “manufactured mobile home” and “manufactured (mobile) home”); Minn. Stat. § 570.026, subd. 2 (2024) (same); Minn. Stat. § 571.932, subd. 2 (2024) (same).

Minnesota caselaw also supports a conclusion that “mobile home” and “manufactured home” are interchangeable. We have held in various contexts that statutes exclusively using the term “manufactured home” apply to situations involving mobile homes. *See, e.g., Lea v. Pieper*, 345 N.W.2d 267, 270-72 (Minn. App. 1984) (describing law that uses the term “manufactured home” as one “govern[ing] Manufactured Home (Mobile Home) Park Lot Rentals” and applying it to “residents of a mobile home”); *Arcadia Dev. Corp. v. City of Bloomington*, 552 N.W.2d 281, 286-87 (Minn. App. 1996) (stating that statutes governing “manufactured home[s]” serve to “protect[] mobile home

park residents”); *McKraut Holdings, LLC v. Tomenes*, 2019 WL 1890596, at *5 (Minn. App. Apr. 29, 2019) (applying a statute referring to a “manufactured home” to “a resident of a mobile home park”), *rev. denied* (Minn. Jul. 16, 2019).⁴ And, in at least one case, we have used the two terms interchangeably. *See Boquist v. Zierman*, 2024 WL 1364778, at *1 (Minn. App. Apr. 1, 2024) (referring to the same set of homes as “eleven manufactured homes” and “eleven mobile homes”).

To persuade us otherwise, Hatlevig cites the Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. §§ 5401-5426 (2018 & Supp. 2022), a federal law that established quality and safety standards for manufactured homes, *see* 42 U.S.C. § 5401(b). He maintains that a transportable home built in 1973, prior to the act, would not comply with those standards and thus could not be a “manufactured home” as defined by the act. But state administrative rules implementing the act provide that the term “mobile home” is “synonymous with manufactured home whenever it appears in [the chapter of the administrative rules governing manufactured homes] and in other documents or on construction or installation seals.” Minn. R. 1350.0100, subp. 43 (2023). The rules also refer to transportable homes manufactured in 1973 as “manufactured homes.” *Id.*, subp. 40 (2023) (referring to homes “manufactured after July 1, 1972, and prior to June 15, 1976” as manufactured homes). These administrative rules offer support for the premise that manufactured homes and mobile homes are the same under the act. *Cf.* Minn. Stat. § 645.16(8) (2024) (stating that “[w]hen the words of a law are not explicit, the intention

⁴ Nonprecedential opinions are not binding authority but may be cited for their persuasive value. Minn. R. Civ. App. P. 136.01, subd. 1(c).

of the legislature may be ascertained by considering, among other matters[, . . . administrative interpretations of the statute”). Federal law, as interpreted by Minnesota’s administrative rules, does not advance Hatlevig’s claim.

In sum, the weight of authority establishes that the terms manufactured home and mobile home are interchangeable under Minnesota law. As a result, the district court did not err in granting summary judgment after determining that Hatlevig could not establish material facts to support his claims—i.e., that the Schotts supplied false information or made a false representation in the contract for deed. *See Williams v. Smith*, 820 N.W.2d 807, 815 (Minn. 2012) (noting that negligent misrepresentation requires the defendant to supply false information to the plaintiff); *Specialized Tours, Inc. v. Hagen*, 392 N.W.2d 520, 532 (Minn. 1986) (noting that fraud requires a “false representation by a party of a past or existing material fact”).

Before concluding, we briefly address Hatlevig’s argument that the district court abused its discretion by denying his request for discovery. *See Minn. R. Civ. P. 56.04* (providing that the district court considering a motion for summary judgment may allow time for discovery “[i]f a nonmovant shows by affidavit that, for specified reasons, it cannot present facts essential to justify its opposition”); *see also 1300 Nicollet, LLC v. County of Hennepin*, 990 N.W.2d 422, 431 (Minn. 2023) (noting that appellate courts review a district court’s decision to grant or deny a discovery request for an abuse of discretion). District courts have “wide discretion to issue discovery orders.” *In re Comm’r of Pub. Safety*, 735 N.W.2d 706, 711 (Minn. 2007) (quoting *Shetka v. Kueppers*, 454 N.W.2d 916, 921 (Minn. 1990)). Such requests “should be liberally granted,” but a district

court does not abuse its discretion by denying a discovery request “if the discovery would not assist the district court or change the result of the summary judgment motion.” *QBE Ins. Corp. v. Twin Homes of French Ridge Homeowners Ass’n*, 778 N.W.2d 393, 400 (Minn. App. 2010).

Here, the result of the summary-judgment motion turned entirely on whether the terms “manufactured home” and “mobile home” are interchangeable as a matter of law. *See id.* (affirming denial of more discovery because the dispositive facts were “determined by reference to the insurance contract”). It follows that there are no essential facts left to discover that would have “assist[ed] the district court or change[d] the result of the summary judgment motion.” *Id.* Therefore, we conclude that the district court did not abuse its discretion by denying Hatlevig’s request for discovery.

Affirmed.