This opinion is nonprecedential except as provided by Minn.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
A25-0409

In Re the Marriage of:

Yasser ElShaar, petitioner,
Respondent,

vs.

Samia Bella,
Appellant.

Filed September 15, 2025
Affirmed
Smith, Tracy M., Judge

Anoka County District Court
File No. 02-FA-22-1558

Richard S. Eskola, Fridley, Minnesota (for respondent)

Eric Richard, Brooklyn Center, Minnesota (for appellant)

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

NONPRECEDENTIAL OPINION

SMITH, TRACY M., Judge

In this dispute about the enforcement of a property division in a judgment dissolving the parties' marriage, appellant-wife Samia Bella challenges the district court's order

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

requiring her to list the marital home for sale. Because we discern no abuse of discretion, we affirm.

FACTS

Wife and respondent-husband Yasser ElShaar were married in December 2018. The parties separated in July 2022, with wife remaining in the marital home and responsible for paying the mortgage. In September 2022, husband petitioned for dissolution of the parties' marriage.

On May 17, 2023, following a trial, the district court entered a judgment and decree for dissolution (J&D). The J&D directed that by July 31, 2023, the marital home be placed on the market for sale, and that husband receive 50% of the equity minus the costs of sale; in the alternative, wife could refinance the home in her name and pay husband his share of the equity by that same date. On September 25, 2023, the district court entered judgment amending the J&D based on a stipulation and order to amend the J&D that provided that wife had one year "to obtain her own mortgage for the home" and that, if she failed to do so, "the home must be put up for sale." The stipulation and order to amend also stated that, "[w]hen [wife] is approved for her own loan on the home, [wife] will pay [husband] $14,000, and [husband] shall sign a quit claim deed that awards sole title of the home to [wife]."

By November 2024, wife had not refinanced the home. Husband moved to enforce the amended J&D and to order wife to immediately put the home up for sale. A motion hearing was held in early January 2025, during which wife informed the district court that she had the $14,000 payment for husband and was close to refinancing the home. A few days later, the district court filed an order requiring wife to "turn over the $14,000 check to [husband] by January 10, 2025" and to refinance the home by January 31, 2025.

On January 29, 2025, wife's counsel sent a letter to the district court, stating that wife had given husband a cashier's check for $14,000 and requesting a one-month extension of the refinancing deadline so that the loan underwriters could confirm wife's employment, after which, wife asserted, a closing could be scheduled. The district court filed an order extending wife's deadline to refinance the house until February 15, 2025, and stating that, if wife did not refinance by that deadline, "then the house shall be put up for sale on February 16, 2025." The order stated, "This is the last extension that shall be given to [wife]."

On February 14, 2025, wife filed with the district court an affidavit from wife's attorney, attaching a mortgage loan commitment letter and an email from a mortgage loan originator to wife's attorney. The email was dated February 14, 2025, and stated that the mortgage loan originator had "received the remaining conditions on the commitment letter" and that closing was "tentatively scheduled" for "on or before" March 4; however, the email did not indicate that the bank had issued a notice of credit approval or when it planned to do so. In the affidavit, wife's attorney stated that wife "is not asking for another extension" and asked the district court to determine that wife had refinanced the home because she had "been approved for a loan on the home." Wife's attorney also stated that, "because she ha[d] been approved for a loan to refinance the mortgage for the home, and because [wife] ha[d] paid the $14,000 that was due to [husband], [husband] [was] required to sign a quit claim deed to the home that awards the home solely to [wife]."

On February 17, 2025, husband moved for emergency ex parte relief, requesting that the district court order wife to immediately list the home for sale. The district court denied husband emergency ex parte relief but scheduled a motion hearing for March 5, 2025. Wife did not file a responsive motion, but about an hour before the motion hearing, wife filed a notice of credit approval dated March 5, 2025, which stated that wife was approved for a loan that day and that the offer would expire at the end of the month. During the motion hearing, wife argued that she had taken steps constituting "substantial compliance" with the order to refinance but that she was unable to refinance because husband had refused to sign a quit claim deed. Husband argued that, based on the documents from the closer that husband had received from wife, husband did not need to sign a quit claim deed until the closing and that he had refused to sign a quit claim deed previously because there was no closing scheduled and no final approval for a loan.

The day after the hearing, on March 6, 2025, the district court filed an order requiring wife to list the home for sale by March 21, 2025.

Wife appeals.

DECISION

The district court's March 6 order enforced the division of property that was set forth in the amended J&D, which required wife to put the home up for sale if she failed to refinance the home by a specified deadline that was twice extended. "The trial court may not modify a division of property after the original judgment has been entered and the time for appeal has expired." *Erickson v. Erickson*, 452 N.W.2d 253, 255 (Minn. App. 1990). But "[w]hile a district court may not modify a final property division, it may issue orders to implement, enforce, or clarify the provisions of a decree, so long as it does not change the parties' substantive rights." *Nelson v. Nelson*, 806 N.W.2d 870, 871 (Minn. App. 2011) (quotation omitted). A party's substantive rights are affected when an order increases or decreases the original division of marital property. *Id.*

Appellate courts "will not disturb an appropriate order to clarify, implement, or enforce terms of a decree, absent an abuse of discretion." *Id.* "A district court abuses its discretion by making findings of fact that are unsupported by the evidence, misapplying the law, or delivering a decision that is against logic and the facts on record." *Woolsey v. Woolsey*, 975 N.W.2d 502, 506 (Minn. 2022) (quotation omitted). Appellate courts review a district court's findings of fact for clear error, *Rasmussen v. Two Harbors Fish Co.*, 832 N.W.2d 790, 797 (Minn. 2013), and its application of law de novo, *Harlow v. State, Dep't of Hum. Servs.*, 883 N.W.2d 561, 568 (Minn. 2016).

Wife argues that the district court erred by ordering that the home be put up for sale. We are not persuaded. In its March 6 order, the district court found that the amended J&D required wife to refinance or sell the home by September 25, 2024; that the deadline for refinancing had been extended first until January 31, 2025, and then to February 15, 2025; and that wife had not refinanced the home as of the March 6 order. The record supports that wife had not been approved for a loan and did not have a closing to refinance the home before February 15, 2025—a closing had merely been "tentatively scheduled" for "on or before" March 4, and wife did not receive a notice of credit approval until March 5. Accordingly, the district court did not clearly err by finding that wife failed to refinance before the February 15 deadline, and we discern no abuse of discretion in its decision to enforce the amended J&D by requiring wife to sell the home.[1]

Wife also argues that the district court erred by failing to consider facts relevant to the factors outlined in Minnesota Statutes section 518.58 (2024), including the significant number of payments that wife made toward the mortgage, that wife paid husband $14,000 for his marital stake in the home, that husband impeded wife's ability to refinance by not immediately picking up the $14,000 check and not signing a quit claim deed, and that husband only suffered "general financial hardship" from the delay in refinancing. The argument is unavailing.

As to the factors in section 518.58, that statute applies only when a district court is deciding how to divide marital property. *See* Minn. Stat. § 518.58, subd. 1 ("Upon a dissolution of a marriage, an annulment, or in a proceeding for disposition of property following a dissolution of marriage . . . the court shall make a just and equitable division of the marital property of the parties without regard to marital misconduct, after making findings regarding the division of the property."). Here, the district court divided the

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[1] Wife argues that the district court made erroneous factual findings when it found that (1) wife "had merely been approved to *start* the process of refinancing the homestead" (emphasis added) and (2) wife and her attorney were not persuasive or credible when describing the bank's final condition for scheduling a closing date, which was that the bank needed either a quit claim deed signed by husband or an order from the district court staying the order forcing the sale of the home. Upon our review of the record, we discern no clear error in the district court's factual findings. And we do not go into further detail to explain our determination that the findings are not clearly erroneous. *See In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 222 (Minn. 2021) ("[A]n appellate court need not go into an extended discussion of the evidence to prove or demonstrate the correctness of the findings of the trial court." (quotation omitted)).

property in the J&D and the amended J&D, and wife does not challenge that property division. Instead, wife is challenging the district court's *enforcement* of the already existing property division. Consequently, the factors listed under section 518.58 do not apply to enforcement actions, and the district court therefore did not err by not considering them.

As to the particular facts that wife cites, we disagree that they demonstrate error in the district court's decision. As to the mortgage payments that wife made when she had sole occupancy of the home, the amended J&D requires that the payments be accounted for in determining the amount of equity to be divided between the parties after sale. As to the $14,000 payment, in January 2025 the district court ordered wife to turn over her $14,000 to husband when refinancing appeared imminent. Wife is correct that the $14,000 payment under the amended J&D is to represent husband's share of the equity if wife refinances the house, but the house has now been ordered sold. Nevertheless, we discern no error by the district court in not addressing the payment in its March 6 order. Husband's counsel has repeatedly stated to the district court and to us that the $14,000 already paid to husband will be taken into account when dividing the home's sale proceeds so as to comply with the amended J&D.[2] As to wife's complaint that husband interfered with her refinancing by delaying pick-up of the $14,000 check and not signing a quit claim deed, the argument is unpersuasive because, as explained above, there was no refinancing obtained or closing scheduled before the February 15 deadline. Finally, wife's assertion

[2] In other words, we understand husband to acknowledge that the $14,000 already paid to husband will go toward the amount of net sale proceeds that are due husband under the amended J&D and that, depending on the amount of those proceeds, husband may be required to reimburse wife some or all of the $14,000 payment.

that husband only suffered “general financial hardship” due to the delay in refinancing provides no basis for reversing the district court’s March 6 order.

In sum, the district court did not abuse its discretion in enforcing the amended J&D.

Affirmed.