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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1279**

At Home Apartments, L.L.C.,
Respondent,

vs.

Nicholas Berscheid,
Appellant,

John Doe, et al.,
Defendants.

**Filed May 4, 2026
Affirmed
Bratvold, Judge**

Stearns County District Court
File No. 73-CV-25-4657

Christopher T. Kalla, Douglass E. Turner, Hanbery & Turner, P.A., Minneapolis,
Minnesota (for respondent)

Nicholas Berscheid, St. Cloud, Minnesota (pro se appellant)

Considered and decided by Ross, Presiding Judge; Bratvold, Judge; and Florey,
Judge.*

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

NONPRECEDENTIAL OPINION

BRATVOLD, Judge

Appellant was a tenant in respondent's multiunit apartment building. Appellant challenges the district court's grant of summary judgment in favor of respondent on an eviction complaint based on appellant holding over after termination of the tenancy. Appellant argues for reversal for two reasons: (1) respondent retaliated against him when he sought to enforce his "right to smoke medical cannabis" in multifamily housing, and (2) respondent discriminated against him based on his status as a medical-cannabis patient. He also urges that the proper remedy is a civil fine. Because we conclude that appellant was not entitled to a retaliation or discrimination defense as a matter of law, respondent was entitled to summary judgment, and the district court's remedy followed the applicable statutes, we affirm.

FACTS

The following summarizes the undisputed facts and procedural history on summary judgment. In November 2011, appellant Nicholas Berscheid began leasing an apartment in St. Cloud from respondent At Home Apartments L.L.C. The most recent lease took effect on November 1, 2022, and expired on October 31, 2023. The lease included an addendum that stated a tenant "shall not smoke anywhere in the unit," including the patio and deck space, the building where the "dwelling is located," or "any of the common areas of the building." The addendum also stated that violations "shall be a material breach of the Lease and grounds for immediate termination of the Lease" by At Home.

As of November 1, 2023, Berscheid had a "month-to-month" tenancy.

In August 2024, At Home sent Berscheid a notice of rent adjustment and lease renewal options. Relevant to this appeal, the notice discussed termination and included an amendment of the lease terms. The notice stated that, “[s]tarting 11/01/2024,” the “new lease term options” for a month-to-month tenancy allowed “termination at any time with a two-full month written notice to vacate.”

The notice also stated that, under the month-to-month tenancy, Berscheid’s lease would be “formally amended to add” terms prohibiting tenants from smoking “non-tobacco products,” including cannabis and medical cannabis. Specifically, the notice stated that the term “smoking,” as used in the lease, prohibited tenants from the “use or possession of burning, lighted, vaporized, or ignited non-tobacco products including but not limited to any lit product that may emit smoke, whether or not inhaled, such as incense, sage, *cannabis, including medical cannabis*, candles, scented candles, lamps, or lanterns.” (Emphasis added.)

Berscheid asked At Home for an accommodation to smoke medical cannabis in his apartment. On March 14, 2025, At Home denied Berscheid’s request, stating that “other residents may have had health issues, (such as [chronic obstructive pulmonary disease], other respiration conditions, or allergies), that could be adversely affected by the smoke.” Despite the denial of his request, Berscheid does not dispute that he smoked medical cannabis in his apartment.¹

¹ During district court proceedings, Berscheid argued that there was “no physical evidence in the record to prove” that he “was smoking in the apartment.” The district court received photographs of “three cannabis ‘roaches,’ paraphernalia used to smoke cannabis, and an ashtray” found in Berscheid’s apartment. The district court determined that this

On March 28, 2025, At Home sent Berscheid a “lease termination notice.” At Home cited Berscheid’s violation of the no-smoking policy as its reason for not renewing the lease. At Home gave Berscheid two months—until May 31, 2025—to vacate the apartment. Berscheid failed to vacate.

In June 2025, At Home commenced an eviction action and claimed that Berscheid was holding over under Minnesota Statutes section 504B.285, subdivision 1 (2024). The district court conducted an initial hearing, both parties appeared, and Berscheid represented himself. The district court scheduled a jury trial “on the issues of holdover eviction and the defenses of failure to reasonably accommodate [Berscheid’s] use of medical [cannabis] and retaliation.”

In his answer after the initial hearing, Berscheid argued that he should not be evicted because, “under state law,” he was “protected as a medical cannabis patient.” In an amended answer, Berscheid explained that he was “defending his rights” under Minnesota Statutes section 342.56 (2024). Among other things, Berscheid stated that he asked for “a reasonable accommodation to use and smoke medical cannabis flower” in his apartment. Berscheid argued that At Home retaliated against him for making this request when it sent the lease termination notice “within 90 days of a good faith attempt to enforce his rights.”

“undisputed circumstantial evidence” shows that Berscheid “engaged in smoking medical [cannabis] in his apartment.”

On appeal, Berscheid does not challenge the district court’s determination and concedes that he smoked medical cannabis in his apartment. Berscheid’s appellate brief states that he “began using [his] legally prescribed medication, as instructed, in the safety and privacy of [his] home.” Berscheid’s brief also states that he felt “confident in [his] rights to be able to combust and vaporize [his] medications as directed from [his] doctor.”

At Home moved for summary judgment, arguing that the undisputed facts showed it was entitled to judgment as a matter of law. The next day, the district court held a hearing to discuss the issues for trial. After discussing Berscheid's statutory arguments, the district court asked Berscheid if there were "any facts that [he thought] a jury would have to resolve," or if the parties disputed only the interpretation of relevant statutes. Berscheid responded, "I guess it's going to be the interpretation of what the legislature meant when they wrote these statutes covering this." Berscheid agreed that there was no need for a jury trial. The district court struck the trial date, gave Berscheid a deadline for filing a written response to At Home's motion for summary judgment, and stated that At Home's motion would be taken under advisement after the court received Berscheid's response.

Berscheid filed a cross-motion for summary judgment and argued, among other things, that section 342.56 "clearly states that medical cannabis flower and medical cannabinoid products are protected and are allowed to be smoked and vaped in a multifamily housing building, whereas other cannabis products are not." Berscheid reasserted that At Home retaliated against him by serving the lease termination notice within 90 days of his request to smoke medical cannabis in his apartment. Berscheid also argued that At Home discriminated against him based on his "status as a patient enrolled in the registry program."

In July 2025, the district court filed an order granting summary judgment in favor of At Home. The district court reasoned:

Here, there are no genuine issues of material fact. [At Home's] property is smoke-free. The lease's general prohibition of smoking does not amount to discrimination or

retaliation and is permissible under Minnesota law. There is no statutory exception for people participating in a medical cannabis program to consume cannabis by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product where the lease agreement between the parties prohibits such consumption. [Berscheid] has failed to vacate after being given notice to vacate and notice of the termination of the lease. [At Home] is entitled to summary judgment as a matter of law.

Judgment was entered on the same day. The district court issued a writ of recovery and ordered Berscheid to vacate the apartment.

Berscheid appeals.

DECISION

Berscheid, who is self-represented on appeal, asks us to reverse the district court’s summary-judgment decision, contending that his appeal “is not about an eviction by holdover”—rather, it “is about the rights of medical cannabis patients and whether or not the district court ruled correctly in their interpretation of Minnesota law.”²

A district court “shall grant summary judgment if the movant shows that there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Minn. R. Civ. P. 56.01. Appellate courts review de novo a district court’s grant of summary judgment. *Hanson v. State, Dep’t of Nat. Res.*, 972 N.W.2d 362, 371 (Minn. 2022). We will affirm if there are no genuine issues of material fact and the district court properly applied the law. *Id.* at 371-72. And we “view the evidence in the light most

² “Medical cannabis” is not a statutorily defined term. For clarity, this opinion uses medical cannabis to refer to medical cannabis flower and medical cannabinoid products, both of which are statutorily defined, as discussed *infra* note 7.

favorable to the nonmoving party and resolve all doubts and factual inferences against” the movant. *Henson v. Uptown Drink, LLC*, 922 N.W.2d 185, 190 (Minn. 2019) (quotation omitted). While Berscheid is the nonmoving party and entitled to have the facts viewed in his favor, the relevant facts are largely undisputed.

An “eviction” is “a summary court proceeding to remove a tenant or occupant from or otherwise recover possession of real property by the process of law” set out in chapter 504B of the Minnesota Statutes. Minn. Stat. § 504B.001, subd. 4 (2024). A landlord may recover possession by eviction when “any tenant at will holds over after the termination of the tenancy by notice to quit.” Minn. Stat. § 504B.285, subd. 1(a)(3). At Home’s notice to quit was titled, “lease termination notice.” This opinion uses notice to quit interchangeably with termination notice.

A tenant may defend against an eviction action “following the alleged termination of a tenancy by notice to quit” if the tenant can “prove by a fair preponderance of the evidence” that “the alleged termination was intended in whole or part as a penalty for the [tenant’s] good faith attempt to secure or enforce rights under a lease or contract, oral or written, under the laws of the state or any of its governmental subdivisions, or of the United States.” Minn. Stat. § 504B.285, subd. 2(1) (2024). If the notice to quit was served within 90 days of the date a tenant attempted to secure or enforce their rights, “the burden of proving that the notice to quit was not served in whole or part for a retaliatory purpose” shifts to the landlord. *Id.*, subd. 2 (2024).

The parties do not dispute that, at the time At Home terminated the lease, the tenancy was at-will and subject to termination and that Berscheid held over after the date

specified in a timely termination notice.³ The parties, however, dispute whether Berscheid was a patient enrolled in Minnesota’s medical-cannabis registry program. *See* Minn. Stat. §§ 342.01, subd. 59 (2024) (defining “patient”), .52 (Supp. 2025) (describing patient registry program). The district court assumed that Berscheid was an enrolled medical-cannabis patient, and At Home does not appear to challenge that inference on summary judgment.⁴ Viewing the evidence in the light most favorable to Berscheid as the nonmoving party, we also assume that Berscheid is a patient enrolled in the medical-cannabis registry program.

On appeal, Berscheid argues that the district court erred by entering an eviction judgment because his tenancy was unlawfully terminated. Berscheid contends that At Home (1) retaliated against him for attempting to exercise in good faith his right to smoke medical cannabis and (2) discriminated against him as a protected medical-cannabis patient. Alternatively, Berscheid argues that (3) the remedy should be a civil fine, not eviction. We address each issue in turn.⁵

³ “‘Tenancy at will’ means a tenancy in which the tenant holds possession by permission of the landlord but without a fixed ending date.” Minn. Stat. § 504B.001, subd. 13 (2024). To terminate an at-will tenancy without cause, the landlord must give the tenant “notice in writing” and the “time of the notice must be at least as long as the interval between the time rent is due or three months, whichever is less.” Minn. Stat. § 504B.135 (2024). Berscheid does not contest the timeliness of At Home’s termination notice, which gave him two months to vacate the apartment.

⁴ At Home states that, in the event of a remand, it “would seek an evidentiary hearing” on this enrollment dispute.

⁵ The parties’ briefs to this court argue about the lawfulness of the no-smoking addendum in the lease. We conclude that the lawfulness of the no-smoking addendum in the lease is not an issue on appeal, and we therefore do not rule on it. This appeal is about termination

I. Berscheid is not entitled to a retaliation defense as a matter of law.

Berscheid argues that At Home retaliated against him when it served the termination notice within 90 days of his good-faith attempt to enforce his rights as a medical-cannabis patient. *See* Minn. Stat. §§ 504B.285, subd. 2 (providing retaliation defense), 342.57, subd. 6a (Supp. 2025) (stating that a landlord “must not retaliate against a patient for asserting the patient’s rights or seeking remedies” under Minnesota’s cannabis statutes). Specifically, Berscheid argues that Minnesota law protects a tenant’s right to smoke medical cannabis in multifamily housing. Because Berscheid raises a legal issue that requires us to interpret Minnesota statutes, we review the issue de novo. *Reetz v. City of Saint Paul*, 956 N.W.2d 238, 243 (Minn. 2021).

“The goal of statutory interpretation is to ascertain and effectuate the intent of the Legislature.” *In re Civ. Commitment of Benson*, 12 N.W.3d 711, 715 (Minn. 2024) (quotation omitted); *see also* Minn. Stat. § 645.16 (2024). When interpreting a statute,

of an at-will tenancy, not termination by breach of lease. *See* Minn. Stat. § 504B.285, subds. 1(a)(2), 4(a), 5 (2024) (indicating that a landlord may bring an eviction action against a tenant for a material breach of the lease agreement). The record shows that At Home ended Berscheid’s tenancy with a termination notice, which does not require a breach of the lease. *See* Minn. Stat. § 504B.135 (stating that a party may terminate a tenancy at will with notice); *Cent. Hous. Assocs., LP v. Olson*, 910 N.W.2d 485, 489 (Minn. App. 2018) (stating that a statutory retaliation defense “applies when a tenancy is terminated by notice to quit, not when a tenancy is terminated based on a breach of lease”), *aff’d in part and rev’d in part*, 929 N.W.2d 398 (Minn. 2019) (noting that this court’s statutory retaliation ruling was not on review and reversing in part based on a common-law retaliation defense). Although At Home’s termination notice referred to Berscheid’s breach of the no-smoking addendum, it is undisputed that Berscheid failed to vacate the apartment after the period set out in the termination notice. In other words, At Home’s reference to the no-smoking addendum does not transform the notice-to-quit eviction into a breach-of-lease eviction.

appellate courts “first determine whether the language is ambiguous.” *Scheurer v. Shrewsbury*, 24 N.W.3d 670, 674 (Minn. 2025). If there is only one reasonable interpretation of the text, then the statute is unambiguous and we enforce its plain meaning. *Id.* We interpret a statute “as a whole so as to harmonize and give effect to all its parts, and where possible, no word, phrase, or sentence will be held superfluous, void, or insignificant.” *Jackson v. Mortg. Elec. Registration Sys., Inc.*, 770 N.W.2d 487, 496 (Minn. 2009) (quotation omitted).

We begin with the text of Minnesota Statutes section 342.56, subdivision 1, the statute on which Berscheid relies as authority for his right to smoke medical cannabis in multifamily housing. First, we conclude that this statute does not prohibit smoking medical cannabis in multifamily housing, but we also conclude that this statute does not create a statutory right to smoke medical cannabis. Next, we consider Minnesota Statutes section 504B.171, subdivision 1 (2024), a separate provision enacted at the same time as section 342.56, subdivision 1. Section 504B.171, subdivision 1, states that a landlord may prohibit smoking “any” cannabinoid product on the leased premises. Because we conclude that these statutes are unambiguous, we interpret them to give effect to both statutes and determine that Berscheid’s retaliation defense lacks merit.

A. Minnesota Statutes section 342.56, subdivision 1(b)

Berscheid asserts he has a right to smoke medical cannabis in multifamily housing. Berscheid relies on section 342.56, subdivision 1, which, for the most part, limits the

consumption of cannabis. Subdivision 1(b) prohibits smoking and vaporizing cannabis in buildings with multifamily housing, but excepts medical cannabis from this prohibition:

Except for the use of medical cannabis flower or medical cannabinoid products, the vaporizing or smoking of cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products is prohibited in a multifamily housing building, including balconies and patios appurtenant thereto. A violation of this paragraph is punishable through a civil administrative fine in an amount of \$250.

Minn. Stat. § 342.56, subd. 1(b) (emphasis added).⁶

Both parties agree that this statute is unambiguous, but they disagree on how we should interpret it. Berscheid argues that the italicized language in section 342.56, subdivision 1(b), provides “that medical cannabis patients currently have the right to vaporize/smoke medical cannabis flower and medical cannabinoid products in a multifamily housing building.”

At Home counters that Berscheid’s interpretation is “inconsistent with the plain reading” of the statute. At Home argues that, although subdivision 1(b) “creates a general right of individuals to consume medical [cannabis] by smoking,” it does not “expressly limit what a landlord can do to regulate the vaporizing or smoking of medical [cannabis]” and that Berscheid’s right to smoke medical cannabis in rental housing is subject to section 504B.171, subdivision 1(c), which allows a landlord to prohibit tenants from smoking cannabis.

⁶ For ease of discussion, this opinion refers to “smoking” medical cannabis, but our use of that term includes the statutory references to “vaporizing or smoking.”

We conclude that section 342.56, subdivision 1(b), broadly prohibits the smoking of cannabis “in a multifamily housing building” and excepts medical cannabis from this general prohibition. Minn. Stat. § 342.56, subd. 1(b). In other words, subdivision 1(b) *does not prohibit* the smoking of medical cannabis in multifamily housing. But it also does *not* discuss whether a *landlord* may prohibit a *tenant* from smoking medical cannabis on leased premises.

Berscheid asks us to infer from section 342.56, subdivision 1(b), that a landlord may not prohibit a tenant from smoking medical cannabis. We decline to do so. If the legislature had intended to recognize a tenant’s right to smoke medical cannabis in subdivision 1(b), we would reasonably expect the legislature to have said so. The Minnesota Supreme Court, in other contexts, has refused to draw similar inferences from statutory provisions. *See Buzzell v. Walz*, 974 N.W.2d 256, 264 (Minn. 2022) (rejecting an interpretation of a statute because, had the legislature intended such an interpretation, “one would reasonably expect that” the legislature would have used critical words in the statute).

The medical-cannabis exception in subdivision 1(b) does not refer to the landlord-tenant relationship. Courts “cannot add words or meaning to a statute that were intentionally or inadvertently omitted.” *Seagate Tech., LLC v. W. Digit. Corp.*, 854 N.W.2d 750, 759 (Minn. 2014) (quotation omitted). In other words, interpreting the medical-cannabis exception in subdivision 1(b) as granting tenants the right to smoke medical cannabis in multifamily housing would impermissibly expand unambiguous statutory language. Thus, we conclude that section 342.56, subdivision 1(b), does not create a statutory right to smoke medical cannabis in multifamily housing.

B. Minnesota Statutes section 504B.171, subdivision 1(c)

Our interpretation of subdivision 1(b) is reinforced by the text of section 504B.171, subdivision 1(c), which is specific to the landlord-tenant relationship. The legislature adopted both statutes—section 342.56, subdivision 1(b), and section 504B.171, subdivision 1(c)—at the same time, as part of the same enactment, and for the same purpose—to clarify an individual’s ability to use and smoke cannabis in housing. *See* 2023 Minn. Laws ch. 63, art. 1, § 57, at 2777, art. 6, § 55, at 2893 (codified at Minn. Stat. §§ 342.56, subd. 1(b), 504B.171, subd. 1(c)).

“When two statutes were enacted at the same time and for the same purpose, we may properly consider both in our effort to understand the plain language of the statute.” *Lykins by Duranske v. Anderson Contracting, Inc.*, 20 N.W.3d 880, 890 (Minn. 2025) (quotation omitted); *see also State v. Beganovic*, 991 N.W.2d 638, 645 (Minn. 2023) (explaining that the pre-ambiguity whole-statute canon of interpretation applies to two statutes only when they are enacted at the same time and for the same purpose). Because the legislature enacted these two statutes at the same time and for the same purpose, “it is reasonable to assume that all of the provisions inform[ed] the legislators’ understanding of the text of the statutes.” *Lykins*, 20 N.W.3d at 891 (quotation omitted).

We therefore turn to section 504B.171, subdivision 1, which generally prohibits landlords and tenants from allowing unlawful activity on rental property. Subdivision 1(c)

also directs that a landlord may *not* prohibit a tenant’s legal use or possession of certain cannabis products, *except* that a landlord may prohibit consumption by smoking:

A landlord cannot prohibit a tenant from legally possessing, and a tenant cannot waive the right to legally possess, any cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, or *using any cannabinoid product or hemp-derived consumer product, other than consumption by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product.*

Minn. Stat. § 504B.171, subd. 1(c) (emphasis added).

Berscheid contends that subdivision 1(c) does not expressly refer to a tenant’s use of medical cannabis, and he appears to imply that the exception does not allow a landlord to prohibit smoking medical cannabis. He is correct that subdivision 1(c) does not expressly mention medical cannabis. We therefore briefly consider whether subdivision 1(c)’s reference to “any cannabinoid product or hemp-derived consumer product” includes either form of medical cannabis—medical cannabis flower or medical cannabinoid product.⁷

Statutory definitions guide our analysis. A cannabinoid product “means *a cannabis product*, [or] a hemp derived consumer product.” Minn. Stat. § 342.01, subd. 12 (2024) (emphasis added). But a cannabis product “does *not* include cannabis flower,” even though

⁷ “Medical cannabis flower” means cannabis flower provided to “a patient enrolled in the registry program,” among others, and “does not include adult use cannabis flower.” Minn. Stat. § 342.01, subd. 54 (2024). “Medical cannabinoid product” means a product that “consists of or contains cannabis concentrate or hemp concentrate or is infused with cannabinoids, including but not limited to artificially derived cannabinoids,” and “is provided to a patient enrolled in the registry program,” among others. *Id.*, subd. 52(a) (2024). A medical cannabinoid product “must be” in certain enumerated forms and “does not include adult use cannabis products or hemp derived consumer products.” *Id.*, subd. 52(b)-(c) (2024).

it *includes* “medical cannabinoid products.” *Id.*, subd. 20(b) (2024) (emphasis added). Also, cannabis flower does *not* include “hemp derived consumer products.” *Id.*, subd. 16 (2024). We conclude that neither a cannabinoid product nor a hemp-derived consumer product include cannabis flower and therefore do not include medical cannabis flower. But by definition, cannabinoid product includes medical cannabinoid product, and thus, subdivision 1(c) includes medical cannabinoid product.

Section 504B.171, subdivision 1(c), therefore, creates an exception for a landlord to prohibit a tenant from “consumption by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product” with an immediately preceding reference to “*any* cannabinoid product.” The supreme court recently explained, when interpreting a statute, that “using the word ‘any’ demonstrates an intent to be inclusive, not restrictive.” *In re Welfare of Child of B.D.D.*, 25 N.W.3d 707, 712 (Minn. 2025) (quotation omitted). “When used in the affirmative, ‘any’ means ‘every’ or ‘all.’” *Id.* (quotation omitted). “Because the term ‘any’ is all-encompassing, we give the word broad application, regardless of whether we consider the result reasonable.” *Id.* (quotation omitted). Thus, under the plain language of section 504B.171, subdivision 1(c), a landlord may prohibit the smoking of *all* types of cannabinoid products, including medical cannabinoid products.⁸

⁸ Berscheid states that he does not “believe that the products prohibited from consumption by combustion or vaporization” in section 504B.171, subdivision 1(c), “are meant to include medical cannabis flower or medical cannabinoid product.” Berscheid appears to argue that the legislature intended to grant tenants the right to smoke medical cannabis in multifamily housing. He relies in part on a *MinnPost* article that states, “Medical cannabis users who are registered with the program and have a medical card must be allowed to use

Significantly, if we were to interpret the exception in section 342.56, subdivision 1(b), as providing tenants with a right to smoke medical cannabinoid products in multifamily housing, then we would render part of section 504B.171, subdivision 1(c), meaningless. Under Berscheid’s interpretation of section 342.56, subdivision 1(b), the landlord could prohibit only the smoking of cannabinoid products that are *not* medical, which revises and narrows the plain language of section 504B.171, subdivision 1(c).

Instead, we interpret statutes to give effect to all their provisions. *See Jackson*, 770 N.W.2d at 496 (stating that appellate courts interpret a statute “as a whole so as to harmonize and give effect to all its parts, and where possible, no word, phrase, or sentence will be held superfluous, void, or insignificant” (quotation omitted)). We therefore conclude that a tenant is *not* prohibited from smoking medical cannabis in multifamily housing under section 342.56, subdivision 1(b). But a landlord *may* prohibit smoking *all* types of cannabinoid products, including medical cannabinoid products, as provided in

smokable and vapable cannabis, even in multifamily housing.” Peter Callaghan, *Tired of smelling pot in your apartment building? Minnesota law has your back, unless your neighbor is medically exempt*, MinnPost (July 31, 2024), <https://www.minnpost.com/state-government/2024/07/updated-minnesota-law-bans-smoking-vaping-cannabis-in-apartments-multifamily-housing/> [<https://perma.cc/2B65-ZEF3>].

Even if we assume, without deciding, that the *MinnPost* article is evidence of the legislature’s intent in passing these statutes, we need not consider legislative intent because section 504B.171, subdivision 1(c), is unambiguous. *See Great N. Ins. Co. v. Honeywell Int’l, Inc.*, 911 N.W.2d 510, 518 (Minn. 2018) (“Although legislative history can help us to clarify the Legislature’s intent when a statute’s language is ambiguous, we do not consider legislative history if the statute’s language is clear on its face.”).

section 504B.171, subdivision 1(c). Thus, a tenant has no right to smoke medical cannabis in multifamily housing.⁹

In sum, Berscheid did not have a statutory right to smoke medical cannabis in his apartment and, therefore, his request to At Home for an accommodation to smoke medical cannabis was not “a good faith attempt to secure or enforce rights” under Minnesota law. Minn. Stat. § 504B.285, subd. 2(1). We conclude that Berscheid was not entitled to a retaliation defense as a matter of law.

II. Berscheid is not entitled to a discrimination defense.

“No landlord may refuse to lease to . . . or otherwise penalize a patient or person enrolled in the registry program . . . solely because the patient or person is enrolled in the

⁹ Even if we assume that the exception for medical cannabis in section 342.56, subdivision 1(b), conflicts with a landlord’s ability to prohibit smoking all types of cannabinoid products in section 504B.171, subdivision 1(c), we still conclude that Berscheid does not have a statutory right to smoke medical cannabis in multifamily housing.

When there are two conflicting statutes, “the two shall be construed, if possible, so that effect may be given to both.” Minn. Stat. § 645.26, subd. 1 (2024). If the conflict is irreconcilable, the more specific statute usually controls. *Id.*; see also *Connexus Energy v. Comm’r of Revenue*, 868 N.W.2d 234, 242 (Minn. 2015) (“The principle of construction that specific terms covering the given subject matter will prevail over general language of the same or another statute which might otherwise prove controlling is well settled.” (quotation omitted)).

Here, section 504B.171, subdivision 1(c), is the more specific statute because “it deals with the specific topic at issue”—whether a landlord may prohibit smoking cannabis on leased premises. See *Reed v. Westgate Invs., Inc.*, 8 N.W.3d 651, 654-55 (Minn. App. 2024). Section 342.56, subdivision 1(b), on the other hand, broadly prohibits smoking cannabis, except for medical cannabis, “in a multifamily housing building.” As the more specific statute, section 504B.171, subdivision 1(c), prevails over the general language of section 342.56, subdivision 1(b). Because section 504B.171, subdivision 1(c), allows At Home to prohibit smoking of all types of cannabinoid products on the leased premises, Berscheid does not have a statutory right to smoke medical cannabis in his apartment.

registry program,” with few exceptions. Minn. Stat. § 342.57, subd. 3(b) (Supp. 2025); *see also* Minn. Stat. § 152.32, subd. 3(a) (2024) (providing identical protections for medical-cannabis patients) (repealed 2025).

Berscheid argues that At Home “discriminated against [him] by refusing to lease to [him] based on [his] status [as] a medical cannabis patient.” But Berscheid concedes that he smoked medical cannabis in his apartment contrary to At Home’s lease provision prohibiting tenants from smoking cannabis. A lease violation is distinct from Berscheid’s status as a medical-cannabis patient. The district court explained that Berscheid was “not prohibited from *using* medical [cannabis] under the terms of the lease.” (Emphasis added.) Still, as discussed above, Berscheid did not have a statutory right to smoke medical cannabis in multifamily housing, and Minnesota law allows At Home to prohibit its tenants from smoking medical cannabis on the leased premises. *See* Minn. Stat. §§ 342.56, subd. 1(b), 504B.171, subd. 1(c). Therefore, At Home lawfully refused to renew Berscheid’s lease based on his decision to smoke medical cannabis on the leased premises. Thus, we conclude that Berscheid is not entitled to a discrimination defense as a matter of law.

III. Remedy

Berscheid argues in the alternative that the “correct punishment in this case” was “a civil administrative fine of \$250 and not eviction as was ordered by the district court.” Berscheid makes this argument for the first time on appeal, so we may decline to consider it. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (stating that, generally, appellate courts review only issues considered by the district court).

Even if we consider Berscheid's argument about a civil administrative fine, it is unavailing. Berscheid is correct that section 342.56, subdivision 1(b), provides for a \$250 civil administrative fine for smoking or vaporizing nonmedical cannabis flower and related products in multifamily rental housing. But that administrative remedy is unavailable to a landlord in a landlord-tenant dispute. We understand Berscheid's argument about the civil administrative fine to essentially ask us to restrict our focus to section 342.56, subdivision 1(b), as the applicable law. But we have rejected that position for the reasons stated in this opinion.

In conclusion, because Berscheid does not dispute that he held over after the date specified in At Home's timely termination notice, and because we conclude that Berscheid's defenses do not entitle him to relief as a matter of law, we also conclude that the district court did not err in granting summary judgment in favor of At Home.

Affirmed.