

*This opinion is nonprecedential except as provided by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
A25-1311**

GEP XI Maple Grove LLC,
Respondent,

vs.

Dofa Liban Mohamed,
Appellant,

Adna Ahmed, et al.,
Defendants.

**Filed June 1, 2026
Affirmed
Cochran, Judge**

Hennepin County District Court
File No. 27-CV-HC-25-4661

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

Dofa Mohamed, Maple Grove, Minnesota (pro se appellant)

Considered and decided by Larkin, Presiding Judge; Cochran, Judge; and
Rasmusson, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

Appellant tenant challenges the district court's entry of an eviction judgment in
favor of respondent landlord. Because we discern no error by the district court, we affirm.

FACTS

This appeal arises from an eviction judgment in favor of respondent landlord, GEP XI Maple Grove LLC, and against appellant tenant, Dofa Liban Mohamed. The following facts are drawn from the district court's order following a court trial.

Mohamed rented a townhome from landlord at a townhome community. The parties had a written, signed lease. The lease includes a provision prohibiting tenants from engaging in activities that disturb or threaten the rights, comfort, health, safety, or convenience of other tenants. The lease also provides that it is the responsibility of tenants not to unreasonably disturb the peace and quiet of others. And the lease states that residents shall not engage in any illegal or criminal activity on the property.

On April 27, 2025, after midnight, Mohamed entered a nearby townhome where N.A. resided. N.A. was asleep on the living room floor with her child when she awoke to find Mohamed in her kitchen. N.A. did not know Mohamed and did not give Mohamed permission to be in her townhome. According to N.A., when she tried to speak to Mohamed, Mohamed slapped N.A. across the face, informed N.A. that she was tired, and then fell asleep in N.A.'s living room. Although N.A. was not injured by the slap, she was concerned for her safety. N.A. did not want to escalate the situation and N.A.'s child called the police.

A police officer responded to the emergency call about a possible burglary. N.A. confirmed to police that she did not know Mohamed. The officer smelled alcohol on

Mohamed and determined that she was under the influence. The officer arrested Mohamed for first-degree burglary based on the assault and entry without consent.¹

Following a report of the incident to the landlord's leasing manager, the landlord commenced an eviction action against Mohamed alleging that she violated the lease by engaging in illegal activity and endangering the safety of others. The complaint asserted two causes of action, seeking to evict Mohamed for breaching the lease. The landlord sought judgment against Mohamed, an order for possession of the property, and a writ of recovery.

The district court held a one-day bench trial at which the district court heard testimony from N.A., the responding police officer, the leasing manager, and Mohamed. Both N.A. and Mohamed testified with the assistance of a language interpreter. The district court received several exhibits into the record, including the lease. Mohamed was represented by an attorney at trial.

N.A., the responding police officer, and the leasing manager all testified in a manner consistent with the above facts. The district court found these witnesses to be credible.

In her testimony, Mohamed did not deny entering N.A.'s townhome. Instead, she testified that she mistook N.A.'s townhome for her own townhome. She explained that, earlier that night, she went to a man's house for a date and that he gave her a drink. She thought the drink was juice, but it likely contained alcohol. When asked whether she drank alcohol prior to that evening, she had varying responses. According to Mohamed, the man

¹ Mohamed was later charged with first-degree burglary for this offense.

later brought her back to the townhouse community and dropped her off in front of a building. Mohamed testified that she thought she entered her own townhome and did not intentionally go into N.A.'s townhome. She also did not recall slapping N.A. The district court did not find Mohamed's testimony to be consistent or credible.

Following trial, the district court determined the landlord met its burden to prove that Mohamed committed a material breach of the lease supporting eviction under count two.² The district court found that Mohamed breached the lease "by entering another tenant's residence without permission and committing an assault." The district court rejected Mohamed's explanation that she was confused, stating that: "This [c]ourt does not find intoxication and confusion due to intoxication a viable defense for entering another resident's home and committing an assault." And while the district court acknowledged that N.A. was not injured, the district court reasoned it "[did] not change the fact that an assault was committed and there was a violation of [N.A.'s] safety and right to feel secure in her home." The district court ordered that judgment be entered in favor of the landlord for the recovery of the premises. Mohamed filed a request to vacate the judgment and grant a new trial, which was denied.

Mohamed appeals.

² The district court determined that the landlord failed to prove Mohamed committed a breach to support eviction under count one.

DECISION

Mohamed challenges the district court's eviction judgment. She raises two arguments on appeal in a two-page letter brief. First, Mohamed contends she did not breach the lease. Second, she asserts that complications during trial—including a language barrier and technical issues—prevented the district court from hearing all relevant evidence and limited her ability fully to present her case. We address each argument in turn but, before doing so, we provide a general overview of legal standards applicable to this appeal.

“[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). We may decline to address inadequately briefed questions. *State, Dep't of Labor & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997).

Further, “[a]lthough some accommodations may be made for [self-represented] litigants, this court has repeatedly emphasized that [they] are generally held to the same standards as attorneys and must comply with court rules.” *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). Self-represented litigants must support their claims with “either arguments or citations to legal authority.” *State v. Bartylla*, 755 N.W.2d 8, 22 (Minn. 2008). An 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.” *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971).

I. The district court did not err by finding that Mohamed breached the lease and entering an eviction judgment in favor of the landlord.

Mohamed argues that she “disagree[s] with the [d]istrict [c]ourt’s decision.” She claims that she has “not violated the lease in any way that would justify an eviction.” And she further denies “engag[ing] in any behavior that would create a nuisance, danger, or disturbance to others.” Mohamed argues that her eviction “is not supported.” We construe this as a challenge to the district court’s findings of fact and conclusions of law. For the reasons set forth below, we are not persuaded.

An eviction action “is a summary proceeding through which an occupant may be removed from possession of real property by the process of law.” *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 904 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018); *see also* Minn. Stat. § 504B.001, subd. 4 (2024). A landlord may seek to evict a tenant upon the tenant’s violation of a material provision of a lease agreement. *Minneapolis Cmty. Dev. Agency v. Smallwood*, 379 N.W.2d 554, 556 (Minn. App. 1985), *rev. denied* (Minn. Feb. 19, 1986). The materiality of a breach is a question of fact. *Cloverdale Foods of Minn., Inc. v. Pioneer Snacks*, 580 N.W.2d 46, 49 (Minn. App. 1998). A reviewing court determines whether the evidence sustains the district court’s findings of fact and whether the findings support the legal conclusions. *Minneapolis Pub. Hous. Auth. v. Greene*, 463 N.W.2d 558, 560 (Minn. App. 1990). We review the district court’s legal conclusions de novo, and we will uphold the district court’s factual findings unless they are clearly erroneous. *Nationwide Hous.*, 906 N.W.2d at 907. Appellate courts will not conclude that a clear error occurred “unless, on the entire evidence, [we] are left with

a definite and firm conviction that a mistake has been committed.” *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 865 (Minn. App. 2022) (quotation omitted).

Here, the lease prohibits residents from “behaving in a loud or obnoxious manner,” “disturbing or threatening the rights, comfort, health, safety, or convenience” of other tenants, or “engaging in or threatening violence.” It also provides that residents may “not unreasonably disturb the peace and quiet of others.” Residents may not engage “in any illegal or criminal activity on the grounds of the premises,” including any breach of the lease that “jeopardizes the health, safety, and welfare” of other residents. Any violation “constitutes a material violation of the parties’ lease contract and good cause for termination of tenancy.” Further, “[a] single violation shall be good cause” for terminating a resident’s lease.

The landlord sought to evict Mohamed for violating the lease by engaging in illegal activity and endangering the safety of others. The district court found that Mohamed materially breached the lease “by entering another tenant’s residence without permission and committing an assault.” The district court found the testimony presented by N.A., the police officer, and the leasing manager to be credible. And it found that Mohamed’s testimony was not “consistent or credible.” Based on its findings and credibility determinations, the district court concluded that the landlord met its burden of demonstrating that Mohamed committed a material breach of the lease justifying eviction under count two of the complaint.

The record supports the district court’s findings. N.A. testified that she was sleeping in her townhome with her child when Mohamed entered the townhome. N.A. did not know

Mohamed. According to N.A.’s testimony, which the district court found credible, Mohamed slapped N.A. across the face, which caused N.A. to be worried about her safety. *See Sefkow v. Sefkow*, 427 N.W.2d 203, 210 (Minn. 1988) (noting that appellate courts defer to a district court’s credibility determinations). The responding police officer testified that N.A. seemed “afraid or scared,” and that N.A.’s child showed “the same level of fear or concern” as N.A. On this record, the district court found that Mohamed committed a material breach of her lease. And while Mohamed disagrees with the district court’s decision, a party’s disagreement with a district court’s findings and credibility determinations does not, without more, render that decision erroneous. *See, e.g., Am. Bank of St. Paul v. City of Minneapolis*, 802 N.W.2d 781, 789 (Minn. App. 2011). We therefore determine that the evidence sustains the district court’s findings of fact. Further, the district court’s factual findings support its legal conclusion that Mohamed materially breached the lease. Thus, we discern no error in the district court’s eviction order.

II. Mohamed’s remaining arguments are forfeited.

Mohamed argues the district court “was unable to hear all relevant evidence due to [a] language barrier and poor interpretation and technology difficulties throughout the hearing” and that “[t]hese issues prevented [her] from fully explaining the situation and presenting [her] case accurately.” Mohamed does not provide any evidentiary support for her argument that a language barrier or technological difficulties affected the district court’s ability to hear or understand the testimony at trial. And we discern no prejudicial error on inspection of the record. We therefore deem these arguments forfeited.

First, the trial transcript reflects that there were two language interpreters at trial who assisted Mohamed and N.A. The district court gave both interpreters an oath to accurately translate the proceedings, and we presume the interpreters followed the court's instruction. *See State v. Montalvo*, 324 N.W.2d 650, 652 (Minn. 1982) (noting that appellate courts "cannot presume . . . that the interpreter did not adequately interpret the trial"). The appellant bears the burden of showing that a translation was inadequate. *Id.* Because Mohamed does not show a basis on which to conclude that the translation was inadequate, we conclude this argument is forfeited. *See Schoepke*, 187 N.W.2d at 135 (noting that unsupported assertions are forfeited).

Second, Mohamed has not presented any evidence of technological problems. "[I]n a civil case, a party forfeits arguments on appeal based on any technological problem they experience during a virtual proceeding before a district court when evidence of that issue does not appear in the record and the party failed to correct or supplement the record." *Butler v. Jakes*, 977 N.W.2d 867, 874 (Minn. App. 2022). Mohamed's trial occurred using remote meeting technology. But Mohamed points to no evidence in the record that the court experienced technological problems, nor is there evidence that Mohamed raised her concerns with the district court. We therefore consider this issue forfeited. *Id.*

Affirmed.