

*This opinion is nonprecedential except as provided by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
A25-1402**

Pedcor Management Corp,
Respondent,

vs.

Becky Pate,
Appellant,

Trenton Pate,
Appellant,

John Doe, et al.,
Defendants.

**Filed March 9, 2026
Affirmed
Kirk, Judge***

Olmsted County District Court
File No. 55-CV-25-3776

Travis M. Ohly, Ohly Law Ltd., Rochester, Minnesota (for respondent)

Becky Pate, Wausau, Wisconsin (pro se appellant)

Trenton Pate, Wausau, Wisconsin (pro se appellant)

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

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

NONPRECEDENTIAL OPINION

KIRK, Judge

This appeal arises from an eviction judgment in favor of respondent-landlord. Appellant-tenants argue that the district court erred when it (1) concluded that respondent-landlord gave timely and proper notice before bringing the eviction action, (2) declined to hear a motion in which appellants raised a retaliation defense, and (3) found that June rent was unpaid. Respondent counters that the appeal is moot because appellants no longer reside at the property. We address appellants' arguments because we conclude that the appeal is not moot. However, we conclude that the district court did not err in its findings or conclusions, and thus we affirm its decision.

FACTS

Respondent Pedcor Management Corp. manages the rental property in dispute. In December 2024, respondent leased the property to appellants Becky Pate and Trenton Pate for one year. According to the lease, appellants were required to pay rent in the amount of \$1,550 per month on or before the first day of each month.

On April 3, 2025, appellants notified respondent that "due to an unforeseen financial circumstance," they would be unable to satisfy their rent obligation for that month. On April 4, respondent sent a letter entitled "14 Day Notice Past Due Charges" (April notice) which notified appellants that, among other things, "[y]our landlord can file an eviction case if you do not pay the total amount due or move out within 14 days from the date of this notice." The April notice itemized overdue rent and associated charges. On May 5 and June 4, respondent sent identically-titled letters that informed appellants of their

updated amount due (May notice and June notice, respectively). Appellants did not pay the full outstanding amounts owed.

On May 12, respondent filed an eviction complaint with the district court, alleging nonpayment of rent. The district court issued an order scheduling trial for June 27. In this order, the district court required appellants to “pay into Court the June rent of \$1,615.00 in cash or certified funds payable to the Court Administrator,” which they later paid. The district court also required appellants to file and serve their responsive motions by June 13.

On June 16, appellants moved to dismiss the eviction complaint. Ten days before trial, on June 17, appellants also filed a motion entitled “Defendants’ Supplemental Motion Based on Retaliatory Conduct and Request for Emergency Relief.”¹

At trial, respondent objected to appellants arguing their motions on the grounds that the motions were untimely and many were not relevant to the scope of the eviction action. The district court allowed appellants to argue their motion to dismiss the eviction complaint, but it declined to hear several of appellants’ other motions on the grounds that they were untimely and/or irrelevant to the eviction action. The district court declined to hear appellants’ June 17 motion on these grounds.

Regarding appellants’ motion to dismiss, the district court found that respondent gave appellants a 14-day notice on April 4 and that 38 days later respondent filed the eviction complaint. It concluded that this notice satisfied the 14-day notice as required by statute. Accordingly, the district court denied appellants’ motion to dismiss.

¹ Between June 16 and 25, appellants filed approximately 10 motions and filings with the district court.

Regarding respondent's allegations of nonpayment of rent, the district court found that appellants failed to pay rent for the months of April, May, and June. The district court concluded that appellants did not raise legal defenses that justified their failure to pay rent for those three months. The district court determined that appellants were "unlawfully holding over the Premises and [respondent was] entitled to recover possession." The district court concluded that respondent was "entitled to obtain a writ of recovery for the Premises if [appellants] fail[] to vacate the premises on or before 11:59 p.m. on August 14, 2025" and ordered appellants to vacate the premises. It therefore entered a judgment of recovery of the premises but stayed the writ of recovery of the premises and order to vacate until August 14. The district court denied all other requested relief.

On August 11, appellants moved to vacate the district court's judgment and requested a stay of the writ of recovery pending appeal. On August 14, appellants moved the court to release their payment of "June rent" to them. The next day, the district court ordered the court administrator to "immediately release to [appellants] the full amount of the rent deposited into Court on June 11, 2025." On or around August 16, appellants vacated the residential premises. On August 21, the district court issued an order denying appellants' motion to vacate and granting their request for a stay pending appeal.

Appellants appeal the district court's original judgment.

DECISION

I. The appeal is not moot because appellants did not vacate the premises voluntarily.

As a threshold matter, respondent argues that we should not decide the merits issues presented by appellants because this matter does not present a live controversy and thus it is moot. Specifically, respondent contends that the matter is moot because appellants “no longer reside at the property and the District Court no longer holds any funds paid by” them.

We must address whether this appeal presents a justiciable controversy. Justiciability is an issue of law, which appellate courts review de novo. *Dean v. City of Winona*, 868 N.W.2d 1, 4 (Minn. 2015). The jurisdictional question presented here is one of mootness. The mootness doctrine “requires that [courts] decide only actual controversies and avoid advisory opinions.” *In re McCaskill*, 603 N.W.2d 326, 327 (Minn. 1999). “[W]hen a decision on the merits is no longer necessary or an award of effective relief is no longer possible,” an appellate court should dismiss an appeal as moot. *Dean*, 868 N.W.2d at 5 (Minn. 2015). But the mootness doctrine is not a mechanical rule that courts invoke automatically; rather, it is a “flexible discretionary doctrine.” *Id.* at 4 (quoting *State v. Rud*, 359 N.W.2d 573, 576 (Minn. 1984)). Generally, an eviction appeal becomes moot when possession of the premises is relinquished voluntarily. *See Real Est. Equity Strategies, LLC v. Jones*, 720 N.W.2d 352, 355 (Minn. App. 2006) (concluding that tenant’s move from property was not voluntary when precipitated by eviction judgment, issuance of writ of recovery, and tenant’s inability to meet the

conditions of a stay); *Lanthier v. Michaelson*, 394 N.W.2d 245, 246 (Minn. App. 1986) (concluding that because the appellant left the property voluntarily and failed to post bond, an unlawful-detainer appeal was moot), *rev. denied* (Minn. Nov. 26, 1986).

Here, the district court entered judgment of recovery of the premises. The district court ordered that appellants “vacate the Premises” by a certain date. The record reflects that on or around August 16, appellants vacated the residential premises. It was not until August 21 that the district court issued an order granting appellants’ request for a stay pending appeal. Thus, respondent obtained possession of the residential property based on the eviction judgment, meaning that appellants’ vacation of the property was not voluntary. Accordingly, we conclude that this appeal is not moot and address appellants’ arguments.

II. The district court did not abuse its discretion when it concluded that respondent gave timely notice before bringing the eviction action.

Appellants argue that the district court abused its discretion when it concluded that respondent satisfied the requirements of Minn. Stat. § 504B.321, subd. 1a (2024). Specifically, they contend that respondent prematurely filed its eviction complaint on May 12 because the May notice legally superseded the April notice for the purposes of the statutory timing requirement.

When reviewing “a district court order in an eviction action, we defer to the district court’s findings of fact, and those findings will be upheld unless they are clearly erroneous.” *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 864-65 (Minn. App. 2022). “As for mixed questions of fact and law, we correct erroneous applications of law but defer to the district court’s ultimate conclusions, which we review for abuse of discretion.” *Id.* at

865. A district court abuses its discretion if its findings of fact are unsupported by the record, it improperly applies the law, or it resolves the question in a manner that is contrary to logic and the facts on record. *Woolsey v. Woolsey*, 975 N.W.2d 502, 506 (Minn. 2022).

Minnesota Statutes section 504B.321 (2024) governs complaints and summonses in the eviction-action context. “Before bringing an eviction action alleging nonpayment of rent . . . , a landlord must provide written notice to the residential tenant specifying the basis for future eviction action.” *Id.*, subd. 1a(a). Among other requirements, this notice must include the following statement: “Your landlord can file an eviction case if you do not pay the total amount due or move out within 14 days from the date of this notice.” *Id.*, subd. 1a(a)(6). “If the residential tenant fails to correct the rent delinquency within 14 days of the delivery or mailing of the notice . . . or fails to vacate, then the landlord may bring an eviction action . . . based on nonpayment of rent.” *Id.*, subd. 1a(c).

The district court found that respondent sent a 14-day notice to appellants on April 4, 2025. The district court further found that respondent “continued to send [appellants] updated ledgers each month with charges and balances owed.” After 38 days had passed since providing appellants with the notice, respondent filed an eviction complaint with the district court on May 12. Accordingly, the district court concluded that respondent did not violate section 504B.321 because it waited more than 14 days after delivering the April notice before it initiated an eviction action.

We find appellants’ contention that the district court abused its discretion by improperly applying the law unpersuasive. The district court concluded that respondent satisfied the 14-day notice requirement by delivering a proper notice in April.

See Minn. Stat. § 504B.321, subd. 1a(a)(6). It further concluded that respondent satisfied the statutory timing requirement by waiting at least 14 days after the April notice to initiate an eviction action. *See* Minn. Stat. § 504B.321, subd. 1a(c). The statute does not state that subsequent ledgers informing tenants of their updated financial obligation legally supersedes an initial notice. Appellants offer no legal authority to support such a proposition. Accordingly, we conclude that the district court acted within its discretion when it concluded that respondent satisfied the requirements of Minn. Stat. § 504B.321, subd. 1a.²

III. The district court acted within its discretion when it declined to hear a motion in which appellants raised a retaliation defense.

Appellants next argue that the district court abused its discretion when it declined to hear their “Supplemental Motion Based on Retaliatory Conduct and Request for Emergency Relief.” Specifically, appellants contend that the district court determined that the defense was “not relevant,” and doing so was error.

The district court declined to hear appellants’ motion for two reasons. First, the district court determined that the motion was untimely filed. Second, the district court

² Appellants also argue that the district court erred by failing to apply *Parkin v. Fitzgerald*, 240 N.W.2d 828 (Minn. 1976), which they allege is “binding precedent.” Appellants contend that *Parkin* “holds that a notice demanding an inaccurate or inflated amount of rent is legally defective and defeats the court’s jurisdiction.” *Parkin* actually held, under a different statute, that “if a notice to quit was served within 90 days of the date of any good-faith activity of the tenant, the burden of proving that the notice to quit was not served for a retaliatory purpose rests with the landlord,” and that “the landlord must establish by a fair preponderance of the evidence a substantial nonretaliatory reason for the eviction.” 240 N.W.2d at 829, 832-33. Thus, *Parkin* is not applicable to this case and does not afford the relief appellants allege it does. Accordingly, the district court did not err by failing to apply it.

noted that the motion relied on nonexistent statutory subdivisions to support appellants' allegations of retaliation.³ The district court further concluded that appellants "made no complaint of a violation," which is the action protected under Minn. Stat. § 504B.441, such that this statute did not apply in appellants' case.

District courts have "considerable discretion in scheduling matters and in furthering what [they have] identified as the interest of judicial administration and economy." *State v. Hart*, 723 N.W.2d 254, 260 (Minn. 2006) (quotation omitted). We review a district court's decision to enforce its own scheduling order for an abuse of discretion. *Maudsley v. Pederson*, 676 N.W.2d 8, 12 (Minn. App. 2004).

Prior to trial, the district court issued a scheduling order. In the order, the district court acknowledged that appellants intended to file a motion in response to respondent's complaint. The district court ordered appellants to file and serve their motion by June 13. The district court stated that this motion would be heard immediately before the trial scheduled for June 27.

Here, appellants did not adhere to the district court's scheduling order. Appellants failed to file and serve their "Supplemental Motion Based on Retaliatory Conduct and Request for Emergency Relief" by June 13 as required by the scheduling order. Instead, they filed it on June 17. Appellants have not argued that they requested relief by a means

³ In the motion, appellants alleged that they engaged in two forms of protected activity. First, they alleged that filing a motion to dismiss is protected activity under Minn. Stat. § 504B.441, subd. 1(1) (2024). Second, they alleged that submitting a maintenance request is protected activity under Minn. Stat. § 504B.441, subd. 1(6) (2024). Neither statutory provision exists. Notably, Minn. Stat. § 504B.441 (2024) does not have any subdivisions.

other than their written motion. Thus, the district court acted within its discretion when it declined to hear the motion as untimely. Furthermore, even if appellants had properly presented this motion to the district court, the alleged conduct falls outside of the conduct protected by the statute. *See Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398, 408 (Minn. 2019) (“Minn. Stat. § 504B.441 prohibits retaliation for a residential tenant’s complaint of a violation to a government entity, such as a housing inspector, or commencement of a formal legal proceeding. But it does not provide a defense to retaliation based on an expression of dissatisfaction to the landlord.”). This is true because appellants rely on non-existent subdivisions of section 504B.441 to support their motion.⁴ For the foregoing reasons, we conclude that the district court acted within its discretion when it declined to hear appellants’ motion.⁵

⁴ We observe here appellants’ brief contains citations to various legal authorities that do not exist, and we caution individuals against including such citations in briefs filed with this court.

⁵ Appellants also claim that the district court erred by applying the wrong provision of the Federal Housing Act in relation to their dispute over a \$300 charge for carpet fees. Specifically, they assert that the district court erred when it applied 42 U.S.C. § 3604(f)(3)(A) (2018), which governs reasonable modifications rather than 42 U.S.C. § 3604(f)(3)(B) (2018), which governs reasonable accommodations. We conclude that appellants forfeited this issue due to inadequate briefing. *See State, Dep’t of Lab. & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997) (stating that appellate courts “decline to reach [an] issue in the absence of adequate briefing”). Even assuming error, appellants present no argument about how, if at all, this error affects the district court’s ultimate decision to grant respondent’s request for restitution of the residential property for nonpayment of rent. Notably, the district court stated that “[t]his Court did not find that [appellants] withheld their rent for three months because of the \$300.00 carpet charge” and appellants “have provided no legal basis for withholding rent following [the] \$300.00 carpet charge.”

IV. The district court did not clearly err when it found that appellants failed to pay June rent.

Appellants' final claim is that the district court clearly erred when it found that they failed to pay June rent. They contend that their \$1,615 payment to the court on June 11, 2025, in accordance with the district court's June 5 order, satisfied their rent obligation under their lease such that the district court's finding is clearly erroneous.

We review the district court's factual findings for clear error. *NY Props., LLC*, 977 N.W.2d at 864-65. "In applying the clear-error standard, [appellate courts] view the evidence in a light favorable to the findings. [Appellate courts] will not conclude that a fact[-]finder clearly erred unless, on the entire evidence, [they] are left with a definite and firm conviction that a mistake has been committed." *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotations omitted).

Appellants' lease agreement required them to make rental payments on or before the first day of each month. The 14-Day Notice Past-Due Charges from June that respondent delivered to appellants and submitted at trial shows that appellants owed respondent \$5,882, which included nonpayment of June rent. At trial, appellants did not dispute that they owed June rent.⁶ This evidence supports the district court's finding that appellants failed to pay June rent. Furthermore, even if the district court had clearly erred in its finding that appellants failed to pay June rent, it still found that appellants failed to

⁶ We note that appellants paid \$1,615 to the court on June 11 in accordance with the district court's June 5 scheduling order. The district court held this amount as "security" under Minn. Stat. § 504B.335(e) (2024) and later ordered that "[t]he Court Administrator shall immediately release to Defendants the full amount of the rent deposited into the Court on June 11, 2025." It appears that amount of money was returned to the appellants.

pay April and May rent. Appellants do not dispute these findings, which independently support the district court’s judgment granting a writ of recovery. Thus, any error in the district court’s finding regarding June rent would not affect the judgment. *See* Minn. Stat. § 504B.291, subd. 1 (2024) (articulating the requirements for an eviction action based on nonpayment of rent). Because the evidence does not support a definite and firm conviction that a mistake has been committed, the district court did not clearly err when it found that appellants failed to pay June rent.⁷

Affirmed.

⁷ Appellants raise two issues at the end of their brief. First, they argue that “[b]y ignoring [appellants’] spoliation motion, the referee failed to consider crucial evidence related to the landlord’s bad faith.” Second, they argue that “the referee included a legally irrelevant and prejudicial finding that the appellants did not testify about their ability to pay (Finding #38), suggesting that the decision was improperly influenced by factors outside the legal merits of the case.” Appellants forfeited these issues due to inadequate briefing. *See Wintz Parcel Drivers, Inc.*, 558 N.W.2d at 480 (stating that appellate courts “decline to reach [an] issue in the absence of adequate briefing”).