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

**STATE OF MINNESOTA
IN COURT OF APPEALS**

A25-1786

A25-1854

A25-1856

Randy Kabe,
Respondent,

vs.

Beth Ann Celander,
Appellant,

Beth Ann Celander,
Appellant,

vs.

Randy Kabe,
Respondent.

Filed July 27, 2026
Affirmed
Rasmusson, Judge

Faribault County District Court
File Nos. 22-CV-25-590, 22-CV-25-459, 22-CV-25-460

Silas Danielson, Margaret Sheely, Blethen Berens, Mankato, Minnesota (for respondent)

Beth Ann Celander, Okabena, Minnesota (self-represented appellant)

Considered and decided by Bond, Presiding Judge; Rasmusson, Judge; and Reilly,
Judge.*

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

NONPRECEDENTIAL OPINION

RASMUSSEN, Judge

In these consolidated appeals, appellant-tenant challenges the district court's order denying her tenant-remedies action, order requiring release of escrow funds to respondent-landlord, and eviction judgment. Because appellant fails to demonstrate reversible error, we affirm.

FACTS

Appellant Beth Ann Celander rented property owned by respondent Randy Kabe beginning in May 2019. Celander's tenancy converted into a month-to-month lease after one year. She received rental assistance through a Section 8 program.

In April 2025, Celander informed Kabe of potential mold in the house. Kabe repaired a leak in the roof. On July 15, Celander again contacted Kabe about potential mold in the house. Kabe advised Celander that a "handyman" would be coming to the residence to address the mold issue and might have to cut into the ceiling. Celander responded that she wanted a certified technician to complete removal and repair in the same day, using containment barriers and air scrubbers. Kabe told Celander that the person coming to the house is not certified "but has done several houses," adding that the mold remediation could be done without certification if "[they] use[d] the proper method."

On July 16, Celander responded, stating, "I have to insist that the ceiling not be opened up today until we can have a full plan in place including the air filters and properly sealing off the rest of the house." At Celander's insistence, Kabe did not complete repairs that day, and he later responded to Celander that he had someone ready to handle the

problem in a “safe and proper procedure.” The parties continued to exchange text messages over the next several days, disputing the best manner to address the suspected mold issue. The record suggests that Celander eventually did allow entry on July 23. Celander also reported the mold issue to the Minnesota Department of Health and to Human Services of Faribault & Martin Counties.

On July 25, Kabe sent Celander a notice to quit, stating that he “no longer wish[ed] to rent [her] the house” and that she was to vacate the house within the next 30 days. Shortly thereafter, Celander brought a tenant-remedies action requesting that the district court declare the notice to quit retaliatory and unenforceable, compel Kabe to make necessary repairs, allow her to remain in the residence during the legal proceedings, and award damages. That same day, Celander filed a rent-escrow petition, requesting that the district court allow her to deposit her rent with the court under the rent-escrow statute. While the petitions were pending, Kabe informed Celander that repairs could be completed on August 5. Celander responded that she did not consent to any entry for repairs.

Following a hearing on the petitions, the district court filed orders denying the requested relief. Regarding the tenant-remedies action, the district court determined that Celander unreasonably refused Kabe entry to the house to address the mold issues and that Kabe provided a nonretaliatory reason—that Celander violated his rights as a landlord by not permitting him to enter the property—for issuing the notice to quit. The district court offered much of the same reasoning in ordering that the escrowed rent be released to Kabe.

Celander filed a motion for amended findings, which the district court characterized as a motion for reconsideration and denied.

On September 22, Kabe filed an eviction complaint, alleging that Celander failed to vacate the property within 30 days of the notice to quit. Following a hearing, the district court entered an eviction judgment.

This appeal follows.

DECISION

Before addressing Celander's arguments, we begin by giving an overview of relevant eviction, tenant-remedies, and rent-escrow law.

A party may terminate a month-to-month lease, also known as a tenancy at will, by giving written notice to the other party, the time of which must be at least as long as the interval between the time rent is due or three months, whichever is less. Minn. Stat. §§ 504B.001, subd. 13, .135 (2024). “[A]n eviction is a summary proceeding to determine an individual’s possessory rights to real property.” *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 907 (Minn. App. 2018) (citing Minn. Stat. § 504B.001, subd. 4 (2016)) (other citation omitted), *rev. denied* (Minn. Mar. 28, 2018). A landlord may pursue an eviction if a tenant at will remains at the property after termination of the tenancy pursuant to written notice. Minn. Stat. §§ 504B.285, subd. 1(a)(3) (2024), .135. If a district court finds for the plaintiff, it must “immediately enter judgment that the plaintiff shall have recovery of the premises” and “immediately issue a writ of recovery of premises and order to vacate.” Minn. Stat. § 504B.345, subd. 1(a) (2024). “On review of 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.” *Cuate v. Cuate-Dominguez*, 12 N.W.3d 742, 746 (Minn. App. 2024) (quotation omitted). We also “correct erroneous applications

of law but defer to the district court’s ultimate conclusions, which we review for [an] abuse of discretion.” *Id.* (quotation omitted).

A tenant-remedies action allows a tenant to seek redress from a “violation” of certain statutes, codes, or agreements related to housing or tenant rights, as defined in Minnesota Statutes section 504B.001, subdivision 14 (2024). Minn. Stat. § 504B.395, subd. 1 (2024). A landlord can defend against a tenant-remedies action by showing that the violations do not exist or have been remedied; the violations have been caused by “the willful, malicious, negligent, or irresponsible conduct” of the tenant; or the tenant “has unreasonably refused entry to the landlord or the landlord’s agent to a portion of the property for the purpose of correcting the violation, and that the effort to correct was made in good faith.” Minn. Stat. § 504B.415 (2024).

Relatedly, a rent-escrow action allows a tenant alleging a violation to deposit rent with the court administrator, provided the tenant complies with the statutory notice requirement. Minn. Stat. § 504B.385, subd. 1 (Supp. 2025). If the district court finds, following a hearing, that no violation exists, “it shall order the immediate release of the rent to the landlord.” *Id.*, subd. 10 (2024).

We review the district court’s findings for clear error and the interpretation and application of the statutes de novo. *Bass v. Equity Residential Holdings, LLC*, 849 N.W.2d 87, 91 (Minn. App. 2014); *Murphy v. Aeon*, 24 N.W.3d 679, 686 (Minn. App. 2025), *rev. denied* (Minn. Aug. 27, 2025).

Celander argues that the district court erred by (1) improperly shifting the burden of proof onto her, (2) mischaracterizing her motion for amended findings as a motion for

reconsideration, (3) accepting a post hoc justification that could not have served as a nonretaliatory reason for the notice to quit, (4) relying on a materially altered lease and unadjudicated pleadings regarding subsidy status, and (5) failing to determine that the landlord waived termination of the tenancy. We address each argument in turn.

I. The district court did not improperly shift the burden of proving retaliation to Celander.

A tenant may not be evicted in retaliation for the tenant’s “good faith attempt to secure or enforce rights under a lease or contract” or “good faith report to a governmental authority of the [landlord’s] violation of a health, safety, housing, or building code or ordinance.” Minn. Stat. § 504B.285, subd. 2 (2024). A tenant usually bears the burden of proving retaliation by “a fair preponderance of the evidence.” *Id.* However, when a notice to quit is served within 90 days of a tenant’s good-faith report of a violation or attempt to secure rights under a lease, the landlord bears the burden of proving that the notice was nonretaliatory. *Id.* Because Celander contacted Kabe about the mold issues and made a report to two government entities within 90 days of the notice to quit, Kabe must prove the notice to quit was not retaliatory.

The district court addressed the merits of the retaliation issue in its tenant-remedies and rent-escrow orders.¹ In the orders, the district court determined that Kabe met the burden of proving the notice to quit was not retaliatory based on Celander’s refusal to allow

¹ In its eviction judgment, the district court referenced its previous analysis of the retaliation issue in explaining that retaliation did not occur.

entry to the property, preventing him from addressing the mold issues. The district court additionally explained that Celander, as the tenant, cannot choose the repair method.

We do note that the district court's orders stated that "Celander failed to prove her retaliation defense." Upon examining the full context of this statement, we are not convinced that the district court misapplied the statutory burden. The district court acknowledged that Kabe issued the notice to quit within the 90-day period. The district court then found that Kabe's proffered reason for eviction is nonretaliatory because Celander did not permit him to enter the property to address the mold issue. In this analysis, the district court implicitly acknowledged that the burden shifted to Kabe, and he met his burden of offering a nonretaliatory reason for issuing the notice to quit.

The district court's explanation is consistent with *Parkin v. Fitzgerald*, which explained that "[a] nonretaliatory reason is a reason wholly unrelated to and unmotivated by any good-faith activity on the part of the tenant protected by the statute," such as "nonpayment of rent, other material breach of covenant, continuing damage to premises by tenants, or removal of housing unit from market for a sound business reason." 240 N.W.2d 828, 832-33 (Minn. 1976). Similarly, here, the district court reasoned that Celander's failure to permit entry impeded Kabe's ability to repair the property. The district court accordingly did not misapply the statutory burden.

II. Celander's argument regarding her motion to amend findings fails on the merits.

We assume without deciding that Celander's argument is properly before us on the merits. We review the denial of a motion for amended findings for an abuse of discretion. *Zander v. Zander*, 720 N.W.2d 360, 365 (Minn. App. 2006), *rev. denied* (Minn. Nov. 14, 2006). "When considering a motion for amended findings, a district court must apply the evidence as submitted during the trial of the case and may neither go outside the record, nor consider new evidence." *Id.* (quotations omitted). A motion for amended findings that essentially repeats arguments made previously to the district court is a motion to reconsider. *Lewis v. Lewis*, 572 N.W.2d 313, 315 (Minn. App. 1997) (describing appellant's motion for amended findings that did no more than repeat arguments previously raised to the district court as "incomplete, and, therefore, improper"), *rev. denied* (Minn. Feb. 19, 1998).² On appeal, Celander "must show that the district court was compelled to make the requested findings and failed to do so." *Zander v. State*, 703 N.W.2d 845, 857 (Minn. App. 2005).

In her motion for amended findings, Celander argued that the district court omitted a finding that she allowed entry on July 23 and that it mischaracterized her August 5 refusal to allow entry as unreasonable. She additionally requested that the district court reconsider

² *Madson v. Minnesota Mining & Manufacturing Co.*, 612 N.W.2d 168 (Minn. 2000), overruled *Lewis* in part, but *Lewis* remains good law for the necessary components of a motion for amended findings. *State by Fort Snelling State Park Ass'n v. Minneapolis Park & Recreation Bd.*, 673 N.W.2d 169, 178 n.1 (Minn. App. 2003), *rev. denied* (Minn. Mar. 16, 2004).

the retaliation finding and take into account newly scheduled medical testing related to mold exposure.

In denying the motion, the district court explained that the substance of the requests in Celander's motion for amended findings is a request for reconsideration. It noted that, under Minn. Gen. R. Prac. 115.11, "[m]otions to reconsider are prohibited except by express permission of the court, which will be granted only upon a showing of compelling circumstances."³ And it referenced an advisory-committee comment to this rule suggesting that compelling circumstances are only likely to occur where "intervening legal developments have occurred" or "the earlier decision is palpably wrong in some respect." Minn. Gen. R. Prac. 115.11 1997 comm. cmt. The district court also discussed the mold-related medical testing, which had not yet been scheduled when it made its initial decision.

The district court acted within its discretion by denying Celander's motion for amended findings. Celander's reference to future medical testing in her motion for amended findings appears to be an attempt to request that the district court consider new evidence, which is impermissible in a motion for amended findings. *Zander*, 720 N.W.2d at 365. The record does suggest that Celander permitted inspection on July 23, as alleged in her motion. The district court's order, however, explained that "[t]he July 23, 2025, entry is irrelevant to the Court's decision" because Kabe already met his burden of proving the notice to quit was not retaliatory. The July 16 refusal supports this aspect of the district

³ We do not read Celander's brief as arguing that she made a proper motion for reconsideration.

court's analysis. The remaining portions of Celander's motion, which argue that the August 5 refusal of entry was not unreasonable and that the retaliation finding should otherwise be reconsidered, function as requests that the district court reconsider arguments that it already addressed. The district court did not mischaracterize Celander's motion. Accordingly, it acted within its discretion by denying Celander's motion for amended findings.

III. The district court did not improperly rely on a refusal-of-entry theory that postdated the notice to quit nor is the July 23 entry material to our decision.

We next address Celander's argument that the district court, in determining that Kabe demonstrated that Celander refused entry, erred by relying on an August 5 refusal that postdated the notice to quit and failing to recognize that she allowed entry prior to the notice to quit. For a landlord to meet the burden of showing a nonretaliatory reason for an eviction when the retaliation presumption applies, the nonretaliatory reason must "aris[e] at or within a reasonably short time before service of the notice to quit." *Parkin*, 240 N.W.2d at 832.

The district court noted that Kabe "arranged a contractor to inspect on July 16 with the goal to begin repairs on July 17" and that Celander refused entry on July 16.⁴ The

⁴ In her reply brief, Celander appears to challenge as clearly erroneous the district court's finding that she refused entry on July 16. She contends that her message merely reflects a discussion about how repairs would be conducted. In the relevant message, Celander stated that she has "to insist that the ceiling not be opened up today until we can have a full plan in place including the air filters and properly sealing off the rest of the house." Because Celander indicated that she did not want to have Kabe's handyman complete the repair work in the manner and on the date outlined by Kabe, it was not clearly erroneous for the district court to have interpreted this message as a refusal to permit entry. See *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (explaining that a finding is

district court's orders indicate that Celander's refusal on July 16 created a sufficient nonretaliatory reason to issue the notice to quit. The notice to quit was issued on July 25, a reasonably short time after the refusal. Because the July 16 refusal establishes by a preponderance of the evidence that the notice to quit was not retaliatory based on Celander's interference with Kabe's ability to repair the property, the alleged allowance of entry on July 23 and refusal on August 5 does not impact our analysis.

IV. Celander has not established reversible error relating to an alteration in the lease or an error in the complaint.

We turn to Celander's argument that the district court erred by relying on a materially altered lease. A box near the top of the lease includes language in black ink that the lease period is from May 1, 2019 to April 30, 2020. In the middle of the lease, there is a separate line that additionally describes the term, stating that the lease shall commence on May 1, 2019. Next to that line, there is handwritten language in blue ink saying that the term is "through April 30th, 2020." Below that language, a box was checked in black ink that the lease converts to a month-to-month lease after the expiration of the rental period.

Assuming, without deciding, that Celander is correct that the language in blue ink and the checked box were added after she signed the lease, she fails to demonstrate that this language materially altered the lease. The top of the lease indicates that the initial period was to expire on April 30, 2020, which is consistent with the language in blue ink. Even if Celander is correct that the checked box indicating that the lease is to convert into

clearly erroneous only if an appellate court is "left with a definite and firm conviction that a mistake has been committed" (quotation omitted)).

a month-to-month tenancy is not binding, she continued to reside at Kabe’s property after the initial lease period expired. Minnesota law provides that “no tenancy for any period other than the shortest interval between the times of payment of rent under the terms of the expired lease shall be implied.” Minn. Stat. § 504B.141 (2024). Because the lease provided that Celandar was to pay monthly rent, her tenancy would have converted to a month-to-month tenancy irrespective of whether the box was checked.

Celandar next argues that the district court erroneously relied on a provision in the lease that indicated that her rent was not subsidized. She appears to point to language in the eviction complaint stating that her tenancy “is not affected by a federal or state housing subsidy program,” including “the Section 8 program.” She concedes that she did not object to this statement during the district court proceedings. Because Celandar failed to present this argument to the district court, we do not reach this issue. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (“A reviewing court must generally consider only those issues that the record shows were presented [to] and considered by the trial court in deciding the matter before it.” (quotation omitted)). And even if error occurred, Celandar fails to adequately brief how it deprived her of statutory protections or that a refusal to correct the error is “inconsistent with substantial justice,” as required by Minn. R. Civ. P. 61. *See Brodsky v. Brodsky*, 733 N.W.2d 471, 479 (Minn. App. 2007) (explaining that a party waives an argument by failing to adequately brief it).

V. The district court did not err by concluding that Celander failed to prove Kabe waived termination of the tenancy.

We last address Celander's argument that Kabe waived termination of the tenancy by accepting a subsequent rent payment. A landlord may waive a notice to quit "by any conduct sufficiently manifesting such intention." *Arcade Inv. Co. v. Gieriet*, 109 N.W. 250, 250 (Minn. 1906). A landlord's acceptance of rent, however, "does not necessarily manifest any intent to waive the notice of termination." *Minneapolis Cmty. Dev. Agency v. Powell*, 352 N.W.2d 532, 534 (Minn. App. 1984). Celander bears the burden of demonstrating waiver. *See Pollard v. Southdale Gardens of Edina Condo. Ass'n*, 698 N.W.2d 449, 453 (Minn. App. 2005) (providing that the "party alleging waiver" bears the burden of establishing that waiver) (quotation omitted)). Waiver is generally a question of fact. *Id.* Appellate courts review a district court's factual findings for clear error. *Cimarron Vill. v. Washington*, 659 N.W.2d 811, 817 (Minn. App. 2003); Minn. R. Civ. P. 52.01.

Celander argues that Kabe waived termination of the tenancy by retaining rent for September 2025. The record reflects that Celander paid September rent in June 2025, prior to the notice to quit and eviction action. The district court did not directly address the retention argument but rather determined that waiver did not occur because Kabe did not deposit any payments received after the notice to quit. Assuming without deciding that Celander's argument is properly before us, we conclude that it fails on the merits. Even if Kabe retained this June 2025 payment for September rent, it does not follow that retention constitutes waiver of the eviction action. Kabe's conduct does not demonstrate that he

sought to waive his intent to pursue the eviction action, as evidenced by filing an eviction complaint in September, continuing litigation of the eviction dispute, and not depositing any subsequent rent payments until the eviction dispute was resolved. Accordingly, the district court did not clearly err by determining that waiver did not occur.

Affirmed.