

*This opinion is nonprecedential except as provided by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
A25-1877**

Helen Resong,
Respondent,

vs.

Mark Blaisdell, et al.,
Appellants,

John Doe, et al.,
Defendants.

**Filed August 10, 2026
Reversed
Rasmusson, Judge
Concurring specially, Harris, Judge**

Washington County District Court
File No. 82-CV-25-5692

Chad D. Lemmons, Kelly and Lemmons, P.A., St. Paul, Minnesota (for respondent)

Ryan R. Dreyer, Zachary L. Hennen, Fafinski Mark & Johnson, P.A., Eden Prairie,
Minnesota (for appellants)

Considered and decided by Johnson, Presiding Judge; Harris, Judge; and
Rasmusson, Judge.

NONPRECEDENTIAL OPINION

RASMUSSON, Judge

In this appeal from a judgment for recovery of the premises, appellants-tenants Mark Blaisdell and Michelle Kuss argue that the district court erred by: (1) concluding that

appellants' affirmative defenses failed as untimely, (2) concluding that appellants' affirmative defenses failed on their merits, and (3) failing to make necessary findings of fact and conclusions of law. Because the district court erred by concluding that appellants' affirmative defenses were untimely and that the affirmative defense of postnotice conduct failed on the merits, we reverse.

FACTS

Respondent Helen Resong acquired a home in Afton in 2019. Prior to her acquisition, appellants resided in the home for over a decade. Appellants are Resong's daughter and son-in-law. At some point after her acquisition, Resong moved into the home with appellants.

Upon Resong's purchase of the property, Resong and appellants entered into an oral month-to-month lease for appellants' continued occupation of the home. Under the terms of this oral lease, appellants were to pay Resong \$3,000 in monthly rent between the first and the third of each month.

Starting in January 2025, the parties began discussing Resong's concerns regarding unpaid rent. On May 30, 2025, Resong mailed a notice to quit to each appellant. Between June 1 and 3, Resong met with Blaisdell to discuss living arrangements and terms of the oral lease. They came to an agreement that appellants would pay Resong \$2,200 in monthly rent plus electricity. Resong did not receive any payments pursuant to the new agreement.

On September 19, Resong filed an eviction complaint. On October 9, the district court held the initial hearing. During the hearing, appellants explained that they planned

to retain counsel but had not yet done so. The district court acknowledged that the trial issues remained unidentified, but that appellants retained “the right to have the trial, whether they [had] a legitimate issue at this point or not.” Appellants did not make any legal arguments during the initial appearance; specifically, they did not raise any affirmative defenses. The district court set the matter for trial on the “next available date,” which was November 3.¹

The district court held the eviction trial on November 3. Resong and both appellants were present and testified.

In presenting their argument to the district court, appellants raised various affirmative defenses. One of these affirmative defenses was waiver by postnotice conduct. Relying on *Arcade Inv. Co. v. Gieriet*, 109 N.W. 250, 250-51 (Minn. 1906), appellants argued that Resong had waived the notices to quit by subsequently agreeing with them that they could continue to possess the home.

The district court concluded that appellants “[would have had] to answer on October 9th, so to the extent that any of [their] affirmative defenses relied upon had any merit, they would be untimely.” The court also concluded “that they fail on their merits.” In ruling on appellants’ affirmative defense of waiver by postnotice conduct, the district court determined that there was “no evidence that there was any acceptance by way of compliance or otherwise with any alleged modification to the original oral lease.” The

¹ After retaining counsel on October 31, 2025, appellants requested a continuance of the November 3 eviction trial. Resong opposed the request for a continuance, and the district court denied it.

district court did not make findings of fact or conclusions of law regarding appellants' other affirmative defenses. The district court concluded that Resong had "by a preponderance of the evidence and by [appellants'] own admissions during their testimony provided notice to vacate properly, and [appellants] have failed to so vacate." Pursuant to this ruling, the district court entered judgment in favor of Resong.

This appeal follows.

DECISION

"[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)), *rev. denied* (Minn. Mar. 28, 2018). "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). "In applying the clear-error standard, [an appellate court] view[s] the evidence in a light favorable to the findings" and "will not conclude that a factfinder clearly erred unless, on the entire evidence, [the court is] 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 and citations omitted); *see also NY Props., LLC v. Schuette*, 977 N.W.2d 862, 865 (Minn. App. 2022) (quoting this aspect of *Kenney* in an eviction context). "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." *Schuette*, 977 N.W.2d at 865.

I. The district court erred by concluding that appellants’ affirmative defenses were untimely and thus waived.

Appellants first argue that the district court erred by ruling that appellants offered untimely affirmative defenses because they failed to assert them by the initial appearance. This issue requires both statutory interpretation and application of the rules. We turn first to the statutes.

“The interpretation of a statute is a question of law that [appellate courts] review de novo.” *Cocchiarella v. Driggs*, 884 N.W.2d 621, 624 (Minn. 2016); *see also Hous. & Redevelopment Auth. of St. Cloud v. Royston*, 990 N.W.2d 730, 735 (Minn. App. 2023) (quoting this aspect of *Cocchiarella* in an eviction appeal), *rev. denied* (Minn. Aug. 22, 2023). When interpreting a statute, appellate courts first assess “whether the statute’s language, on its face, is clear or ambiguous.” *Am. Fam. Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). Appellate courts “begin with the plain language, and, if there is only one reasonable interpretation of that language, [they] adopt that meaning.” *In re Est. of Ecklund*, 20 N.W.3d 351, 355 (Minn. 2025). “If, however, there is more than one reasonable interpretation, then the statute is considered ambiguous and [appellate courts] may apply additional canons of construction to determine its meaning.” *Id.*

Minnesota Statutes chapter 504B (2024 & Supp. 2025) governs landlord and tenant relationships generally. Minnesota Statutes section 504B.335(a) (2024) addresses the initial appearance in an eviction action and trial scheduling, specifically:

At the court appearance specified in the summons, the defendant may answer the complaint. When scheduling a trial date, the court must select a date that allows for a fair, thorough, and timely adjudication of the merits of the case,

including the complexity of the matter, the need for the parties to obtain discovery, the need for the parties to ensure the presence of witnesses, the opportunity for the defendant to seek legal counsel and raise affirmative defenses, and any extenuating factors enumerated under section 504B.171.

We must first determine whether the language of Minnesota Statutes section 504B.335(a) is ambiguous. It is a “fundamental rule of statutory construction that a statute is to be read and construed as a whole so as to harmonize and give effect to all its parts.” *Scheurer v. Shrewsbury*, 24 N.W.3d 670, 676 (Minn. 2025) (quotation omitted). The first sentence provides that “the defendant *may* answer the complaint.” Minn. Stat. § 504B.335(a) (emphasis added). “[T]he word ‘may’ is generally permissive.” *Jundt v. Jundt*, 12 N.W.3d 201, 205 (Minn. App. 2024), *rev. denied* (Minn. Dec. 31, 2024); *accord* Minn. Stat. § 645.44, subd. 15 (2024). Because the first sentence of section 504B.335(a) includes permissive language, it allows a party to decide whether to answer the complaint at the initial hearing. The second sentence provides that, when scheduling a trial date, the district court “must select a date that allows for a fair, thorough, and timely adjudication of the merits of the case,” including “the opportunity for the defendant to seek legal counsel and *raise affirmative defenses*.” Minn. Stat. § 504B.335(a) (emphasis added). If the statute required defendants to raise affirmative defenses during the initial appearance, the district court would have no reason to consider the defendant’s need to “raise affirmative defenses” when scheduling a trial date. Thus, the first sentence of section 504B.335(a), when read in harmony with its second sentence, leaves only one reasonable interpretation of the statute—that affirmative defenses are not waived when a defendant does not raise them at

the initial appearance. The statute is therefore unambiguous, and we need not apply additional canons of construction to determine its meaning.

In this case, appellants did not answer the complaint or raise affirmative defenses at the initial hearing. Based on the unambiguous meaning of the statute, the district court misapplied the statute by ruling that appellants were required to raise affirmative defenses at the initial hearing, and that error prevented proper consideration of appellants' affirmative defenses.

Resong counters that, under Minn. R. Civ. P. 12.02, appellants forfeited their affirmative defenses by failing to raise them at the initial appearance. Rule 12.02 provides that defenses “shall be asserted in the responsive pleading thereto if one is required.”² Critically, rule 12.02 refers to “responsive pleading[s]” and contains no reference to initial appearances. As explained above, section 504B.335(a) does not require a responsive pleading at the initial appearance.

II. The district court erred by denying appellants' affirmative defense of waiver by postnotice conduct.

Having concluded that appellants did not waive their affirmative defenses, we next consider whether the district court erred by denying their affirmative defenses on the merits. We focus our attention on postnotice conduct.

During the eviction proceedings, appellants argued that Resong waived the notice to quit by her postnotice conduct, namely by coming to a revised agreement with appellants to continue the tenancy. In ruling specifically on appellants' affirmative defense of waiver

² This rule provides that certain defenses may also be made by motion.

by postnotice conduct, the district court determined that there was “no evidence that there was any acceptance by way of compliance or otherwise with any alleged modification to the original oral lease.”

Waiver by postnotice conduct is a well-recognized affirmative defense in Minnesota eviction actions. *See, e.g., Arcade*, 109 N.W. at 250-51; *Oak Glen of Edina v. Brewington*, 642 N.W.2d 481, 486-87 (Minn. App. 2002). The Minnesota Supreme Court has held that “[a] notice to quit, given by the landlord to a tenant, may be waived by the landlord.” *Arcade*, 109 N.W. at 250. Although a “landlord may evidence his intention to waive the termination of the tenancy . . . by any conduct sufficiently manifesting such intention,” the supreme court has identified examples of such conduct. *Id.* Relevant to this appeal, “if, after the landlord has given notice to a tenant to quit, he subsequently agrees with that tenant for a continuance of the possession of the premises, he thereby waives the effect of the notice.” *Id.* at 251. Once waived, “the notice is inoperative.” *Id.* at 250.

Here, the district court required “acceptance by way of compliance” for appellants’ affirmative defense of postnotice conduct to succeed. This heightened requirement runs afoul of *Arcade*’s waiver standard, which only requires that the landlord, following a notice to quit, enter into an agreement for the tenant’s continued possession of the residence. *Id.* at 251. Accordingly, the district court abused its discretion by misapplying the law when it determined that appellants’ affirmative defense of waiver by postnotice conduct failed on the merits. *Schuetz*, 977 N.W.2d at 865.

The record establishes that the parties made an oral agreement to extend the tenancy. Resong herself testified that the parties made their original lease agreement in 2019, she

delivered the notices to quit on May 30, 2025, and she met with Blaisdell in early June and agreed to new lease terms. She affirmatively stated that their revised “verbal agreement was from June 1st.” To the extent that the district court made a factual finding that Resong and appellants did not make a postnotice agreement that appellants would continue their possession of the premises, this finding is clearly erroneous. Because appellants timely asserted their affirmative defenses and Resong waived the notice to quit by her postnotice conduct, we reverse.³

Reversed.

³ Appellants also argue that the district court erred by failing to issue detailed findings of fact and conclusions of law and by denying the affirmative defenses of lack of personal jurisdiction due to insufficient service of process, failure to provide required statutory notice, and an insufficient summons and complaint. Because we reverse on other grounds, we do not reach these arguments.

HARRIS, Judge (concurring specially)

I concur with the majority's analysis and result. I write separately to address the continuing tension between the expedited structure of Minnesota's housing-calendar program and the broader framework of the Minnesota Rules of Civil Procedure. Housing-court cases often involve self-represented litigants and matters of immediate importance, including the possession of one's home, making procedural clarity, uniformity, and predictability essential to the fair administration of justice. Yet, because the rules have not evolved, similarly situated parties may be subject to different procedural expectations depending solely on where in Minnesota their case is filed. The statewide expansion of consolidated housing-court calendars therefore raises important questions about the continued geographic limitation of the housing-court rules, the proper relationship between those rules and the Minnesota Rules of Civil Procedure, and the need for a uniform procedural framework that promotes efficiency, fairness, and equal access to justice.

In 1989, the Minnesota Legislature established specialized housing courts in Ramsey and Hennepin Counties for the purpose of consolidating the hearing and determination of matters related to residential rental housing and ensuring continuity and consistency in the disposition of those matters. *See* 1989 Minn. Laws ch. 328, art. 2, §§ 17-19, at 2370-72. The legislation reflected recognition that housing disputes often require prompt resolution while also demanding judicial expertise in a highly specialized area of law.¹

¹ The interaction between the housing-court rules, the Minnesota Rules of Civil Procedure, and the governing statutes is significant. Rule 601 does not simply incorporate the rules

Following the creation of the housing-calendar program, procedural rules governing those proceedings were adopted in 1991 as rules 601 through 612 of the Minnesota Rules of General Practice. Minn. Gen. R. Prac. 601, 1991 task force cmt. These rules were expressly limited in application to Hennepin and Ramsey Counties. *Id.* In recommending adoption of the rules, the task force observed that the housing-calendar program created by the legislature existed only in those two counties and further acknowledged that the rules should be revised if similar housing-calendar programs were later implemented elsewhere in the state. *Id.*

That circumstance has now come to pass. Although many judicial districts do not employ housing-court referees or maintain formally designated housing courts, several districts have adopted consolidated housing-court calendars that function in substantially the same manner as the original housing courts contemplated by rules 601 through 612. These calendars routinely address eviction actions, rent-escrow actions, emergency tenant remedies, and related housing disputes under accelerated timelines and specialized procedures.

This case illustrates the tension between the expedited structure of Minnesota's eviction actions and the broader framework of the Minnesota Rules of Civil Procedure.

of civil procedure into housing-court practice. Rather, it provides that the housing-court rules govern, that the rules of civil procedure apply only “where not inconsistent,” and that both yield to “applicable statutes.” Minn. Gen. R. Prac. 601. The statutory scheme reflects the same hierarchy. Section 504B.335(c) provides that eviction actions proceed “the same as in other civil actions, except as provided in sections 504B.281 to 504B.371.” Minn. Stat. § 504B.335(c). Together, these provisions establish that the rules of civil procedure furnish the default procedural framework for eviction actions, but only if they are not displaced by a contrary statutory provision or a governing housing-court rule.

Minnesota Statutes section 504B.321, subdivision 1(c) (2024), requires that the initial appearance in an eviction action occur “not less than seven nor more than 14 days from the day of issuing the summons, except [in limited circumstances].” Although the statute does not expressly require that the eviction trial itself occur within that same period, many eviction matters are heard and resolved within days of the action being brought. This accelerated timeline contrasts with Rule 12 of the Minnesota Rules of Civil Procedure, which generally affords a defendant 21 days to serve an answer. The compressed schedule that governs eviction proceedings therefore creates an inherent procedural tension with the ordinary timelines contemplated by the civil rules.

This inherent procedural tension with the ordinary timelines contemplated by the rules of civil procedure and the accelerated timelines is addressed by the housing-court rules. For example, Rule 610 of the Minnesota Rules of General Practice, which governs motion practice in housing court. Rule 610 establishes an expedited procedure for the presentation and hearing of motions that deviates from the timelines otherwise required under the Minnesota Rules of Civil Procedure. In doing so, the rule recognizes the practical realities of housing-court litigation and the legislature’s directive that such matters should proceed promptly. The adoption of Rule 610 reflects an acknowledgment that strict adherence to ordinary civil-motion timelines is often incompatible with the accelerated nature of eviction proceedings. At the same time, the existence of a specialized motion rule underscores the broader procedural inconsistency between expedited housing-court proceedings and the general civil rules—an inconsistency that has become increasingly

significant as consolidated housing-court calendars have expanded statewide and all districts process eviction actions.

In my view, the expansion of consolidated housing-court calendars throughout Minnesota, and the use of remote-hearing technology that makes these hearings more accelerated, warrants renewed review and expansion of the housing-court rules by the supreme court. The current rules remain geographically limited despite the statewide evolution of housing-court practice. Moreover, the expedited nature of housing-court proceedings increasingly creates tension with the Minnesota Rules of Civil Procedure in areas including pleading standards, motion practice, discovery, amendment of claims and defenses, scheduling, and evidentiary development where the housing-court rules do not apply.

Additionally, the continued restriction of rules 601 through 612 to Ramsey and Hennepin Counties presents not only an issue of procedural efficiency but one of fundamental fairness. Consolidated housing-court calendars now exist throughout Minnesota, yet the specialized procedural rules designed to accommodate the expedited nature of housing-court litigation remain available only in two counties. Consequently, parties litigating the same statutory causes of action may encounter materially different procedural frameworks depending solely on where the case is filed. Geographic disparities in procedure may affect litigants' ability to assert defenses, present evidence, obtain discovery, and receive adequate notice of issues to be decided. Particularly in a forum where many parties appear without counsel, the absence of a uniform statewide framework risks inconsistent treatment of similarly situated litigants and creates unnecessary barriers

to equal access to justice. The fair administration of Minnesota's landlord-tenant laws would be better served by rules that apply uniformly.

While the need for prompt adjudication in housing-court matters is undeniable, efficiency cannot come at the expense of procedural clarity or uniformity. But, more importantly, efficiency cannot come at the expense of fairness. Litigants, practitioners, and district courts would benefit from a procedural framework that recognizes the realities of statewide housing-court dockets while delineating when, and to what extent, departures from ordinary civil practice are appropriate. When consolidated housing-court calendars were limited to Ramsey and Hennepin Counties, it was reasonable for the housing-court rules to apply only to those counties. But because consolidated housing-court calendars have since been expanded statewide, the rationale for county-specific rules no longer exists, and the rules should likewise be applied statewide.

Accordingly, I believe the time has come for the supreme court to direct the Advisory Committee on the General Rules of Practice for the District Courts to review and revise the housing-court rules (rules 601–612). Such review should consider whether to apply the rules statewide to consolidated housing-court calendars or any eviction action and should address those areas in which the expedited nature of housing-court proceedings directly conflict with, or create uncertainty under, the Minnesota Rules of Civil Procedure or any other rules. A uniform statewide framework would promote procedural clarity, ensure the consistent administration of Minnesota's housing laws, and reduce the risk that litigants' rights and obligations turn on the coincidence of geography. As consolidated

housing-court calendars have evolved from a two-county experiment into a statewide reality, the rules governing those proceedings should evolve as well.