

*This opinion is nonprecedential except as provided by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
A25-1952**

All In Sober Living, LLC,
Respondent,

vs.

Stephen Beaulieu,
Appellant.

**Filed June 8, 2026
Affirmed
Frisch, Chief Judge**

Ramsey County District Court
File No. 62-HG-CV-25-3479

Andrew T. Dibble, Generations Law Firm, PLLC, Plymouth, Minnesota (for respondent)

Stephen Beaulieu, St. Paul, Minnesota (pro se appellant)

Considered and decided by Cochran, Presiding Judge; Frisch, Chief Judge; and
Smith, John, Judge.*

NONPRECEDENTIAL OPINION

FRISCH, Chief Judge

Appellant challenges the district court's entry of judgment in favor of respondent in an eviction action. Appellant argues that the district court violated his procedural-due-

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

process rights and erred by entering the eviction judgment because respondent did not attach the lease to the eviction complaint. Because we discern no violation of appellant's procedural-due-process rights and conclude that the district court did not err in concluding that the complaint was proper, we affirm.

FACTS

On September 18, 2025, respondent-landlord All In Sober Living, LLC initiated an eviction action against appellant Stephen Beaulieu, alleging that Beaulieu failed to pay rent in July, August, and September 2025. The complaint alleged that landlord mailed a 14-day notice of nonpayment of rent to Beaulieu.

Approximately two weeks later, landlord filed an amended complaint. The amended complaint also alleged that Beaulieu was "given" a 60-day notice of non-renewal of lease on July 25, 2025. The notice of non-renewal was dated October 6, 2025, and its salutation was addressed to "Culver Nile." Landlord did not attach a lease to the original or amended complaints.

The district court held an initial hearing on October 23, 2025.¹ During the hearing, Beaulieu argued that the complaint was deficient because landlord did not attach the lease. The district court reserved ruling on this issue and scheduled a court trial for November 3.

¹ We observe that Beaulieu did not order transcripts of the district court proceedings. An appellant bears "the burden to provide an adequate record." *Mesembourg v. Mesembourg*, 538 N.W.2d 489, 494 (Minn. App. 1995). As part of that burden, it is the appellant's duty to order "a transcript of those parts of the proceedings not already part of the record which are deemed necessary for inclusion in the record." Minn. R. Civ. App. P. 110.02, subd. 1(a). If no transcript is ordered for a hearing, we are unable to review a party's argument that the other party did or did not prove its claims. *Fischer v. Simon*, 980 N.W.2d 142, 144 (Minn. 2022). Accordingly, our review of what occurred during the district court

At the virtual hearing on November 3, the district court again heard arguments related to landlord’s failure to attach a copy of the lease to the complaint. At the end of the hearing, the district court judge thanked the parties and logged off. As the hearing was shutting down, Beaulieu began to speak. When the district court judge logged back into the virtual hearing, the parties had left. In an order filed the same day, the district court stated that it was keeping the record open for ten additional days to allow Beaulieu time “to file any additional argument he wants to make with the court for its consideration” in order “to ensure that every party is heard.”

On November 13, Beaulieu filed a motion to dismiss the eviction action, arguing—as relevant here—that the action must be dismissed because landlord failed to attach the lease to the complaint. *See* Minn. Stat. § 504B.321, subds. 3(1) (stating in relevant part that person bringing eviction action must attach to the complaint “the current written lease, if any, or most recent written lease in existence”), 5 (“The court must dismiss and expunge the record of any action if the person bringing the action fails to comply with this section.”) (2024). Beaulieu also argued that the 60-day notice of non-renewal was invalid because it was addressed to Culver Nile instead of Beaulieu and dated October 6, 2025.

Landlord replied to Beaulieu’s motion to dismiss, asserting that the lease was not attached to the complaint because landlord did not have a copy of the lease in its possession. Landlord argued that Beaulieu suffered no prejudice as a result of landlord’s failure to attach the lease to the complaint because Beaulieu possessed a copy of the lease. In

proceedings is limited to the district court’s summary of the proceedings in its November 3 and November 17 orders.

response to Beaulieu's argument that the notice of non-renewal is defective, landlord asserted that the "minor clerical error" in the notice "does not negate or obscure the clear intent and content of the notice," which, in landlord's view, adequately provided notice to Beaulieu under Minnesota law.

On November 17, the district court filed an order in which it concluded that, based on Beaulieu's failure to pay rent in July, August, and September 2025, landlord is entitled to possession of the property. The district court based its undisputed finding that Beaulieu did not pay rent on Beaulieu's failure to "file any proof of payment or receipt stubs as exhibits" or to "orally state that he had, in fact, paid his monthly rent." In response to Beaulieu's contention that the action should be dismissed because the lease was not attached to the complaint, the district court concluded that landlord complied with Minn. Stat. § 504B.321, subd. 3(1), despite landlord's failure to attach the lease to the complaint, because the lease requirement "is not absolute." Finally, the district court concluded that Beaulieu suffered no prejudice related to the lease not being attached to the complaint because Beaulieu "had in his possession a copy of the lease entered between himself and . . . the former owner." The district court subsequently entered judgment in favor of landlord. Beaulieu appeals.

DECISION

I. The district court did not err in concluding that the complaint was proper under Minn. Stat. § 504B.321, subd. 3(1).

Beaulieu argues that the district court erred in concluding that landlord's complaint was proper under Minn. Stat. § 504B. 321, subd. 3(1), and thus erred in denying his motion to dismiss on this basis.

Beaulieu's argument requires us to interpret Minn. Stat. § 504B.321, subd. 3(1), which presents a question of law that we review de novo. *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 905 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018). "The plain language of the statute controls when the meaning of the statute is unambiguous." *Snell v. Walz*, 6 N.W.3d 458, 467 (Minn. 2024) (quotation omitted).

Minn. Stat. § 504B.321, subd. 3(1), provides that a "person bringing a complaint under this section must . . . attach the current written lease, *if any*, or most recent written lease in existence, and any relevant lease addenda." (Emphasis added.) Beaulieu argues that, under subdivision 3(1), a plaintiff in an eviction action *must* attach a written lease to the complaint, and that failure to comply with this section mandates dismissal of the complaint. *See* Minn. Stat. § 504B.321, subd. 5.

Beaulieu's argument is not supported by the plain language of Minn. Stat. § 504B.321, subd. 3(1). The district court accepted evidence in the record that the landlord did not have in its possession a copy of the lease because that lease was lost during a transfer of ownership. The district court also found that Beaulieu's lease expired in July 2022 and, as a result, Beaulieu's tenancy was a month-to-month tenancy at the time

landlord initiated the eviction action.² Because the plain language of Minn. Stat. § 504B.321, subd. 3(1), does not impose an absolute requirement that the landlord attach a lease to the eviction complaint, and because, in any event, the lease had expired, we reject Beaulieu’s argument that the district court erred in concluding that the complaint was proper.³

II. The district court did not deprive Beaulieu of procedural due process.

Beaulieu argues that the district court violated his right to procedural due process by entering judgment without allowing him a meaningful opportunity to be heard.

“Whether the government has violated a person’s procedural due process rights is a question of law that we review de novo.” *State v. Rey*, 905 N.W.2d 490, 494 (Minn. 2018) (quotation omitted). The United States and Minnesota Constitutions guarantee the right to due process of law. U.S. Const. amend. XIV, § 1; Minn. Const. art. I, § 7. Procedural due process requires that a person have notice and “an opportunity to be heard at a meaningful

² Even if Beaulieu challenged these findings on appeal, we cannot review the district court’s findings of fact because Beaulieu did not order transcripts of the hearings in this case. *See Am. Fam. Life Ins. Co. v. Noruk*, 528 N.W.2d 921, 925 (Minn. App. 1995) (stating that when a transcript is not provided on appeal, this court’s task is “limited to determining whether the trial court’s findings of fact support its conclusions of law”), *rev. denied* (Minn. Apr. 27, 1995).

³ Beaulieu’s reliance on our decision in *Koski v. Johnson*, 837 N.W.2d 739 (Minn. App. 2013), *rev. denied* (Minn. Dec. 17, 2013), is misplaced. Beaulieu asserts that *Koski* stands for the proposition that the eviction statutes require strict compliance. But in *Koski*, we concluded that a now-repealed statute governing service in an eviction action on an out-of-county defendant required strict compliance. 837 N.W.2d at 744. Because *Koski* pertains to service requirements—which impact the essential question of a court’s personal jurisdiction and are not at issue in this appeal—*Koski* is inapposite.

time and in a meaningful manner.” *Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 632 (Minn. 2012) (quotation omitted).

Beaulieu’s argument focuses on the district court’s termination of the November 3 hearing, which he argues prevented him from testifying and offering exhibits in his defense in violation of his right to procedural due process. We discern no such violation. The district court conducted a hearing, and, following the hearing and on that same day, the district court informed the parties that it would keep the record open to allow Beaulieu “to file any additional argument he wants to make with the court for its consideration,” affording Beaulieu a full and fair opportunity to be heard. Thereafter, Beaulieu filed a motion to dismiss the eviction complaint, in which he repeated his arguments that the action must be dismissed because landlord failed to attach the lease to the complaint and because the 60-day notice of non-renewal was invalid. On this record, we cannot conclude that the district court denied Beaulieu a meaningful opportunity to be heard.⁴

Beaulieu argues that the district court’s termination of the November 3 hearing prevented him from testifying and offering exhibits in his defense. But “[g]enerally the

⁴ Typically, we conduct a two-step analysis when reviewing a procedural-due-process claim. *Sawh*, 823 N.W.2d at 632. First, we identify “whether the government has deprived the individual of a protected life, liberty, or property interest.” *Id.* Second, we “determine ‘whether the procedures followed by the [government] were constitutionally sufficient.’” *Id.* (quoting *Swarthout v. Cooke*, 562 U.S. 216, 219 (2011)). To determine the adequacy of specific procedures, we apply the three-factor balancing test set forth in *Mathews v. Eldridge*, 424 U.S. 319, 335 (1976). *See id.* at 633-35 (applying “the three-factor balancing test from *Mathews*” in considering a procedural-due-process claim). But here, Beaulieu did not engage in the two-step analysis, nor did he raise any argument regarding the *Mathews* factors.

only issue for trial [in an eviction action] is whether the facts alleged in the complaint are true.” *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 865 (Minn. App. 2022) (quotation omitted). “If a court or jury finds that the allegations are true, then the plaintiff is entitled to ‘a writ of recovery of premises and [an] order to vacate.’” *Id.* (quoting Minn. Stat. § 504B.345, subd. 1(a) (2020)). Here, landlord alleged that it was entitled to a judgment for possession because Beaulieu failed to pay rent. According to the district court, this fact was undisputed. Beaulieu does not cite any authority in support of his contention that the district court was required to conduct a more fulsome evidentiary hearing under these circumstances.⁵ And in those cases where we have concluded that a district court erred in entering judgment for landlord without holding a trial, material facts were in dispute. *See id.* at 866 (concluding that district court erred in entering judgment for landlord without conducting trial where tenant denied claims that they failed to pay rent, failed to vacate, and violated rental agreement). No such disputed facts exist here. Accordingly, we discern no procedural-due-process violation.

Affirmed.

⁵ Beaulieu cites only *Fritz v. Warthen*, 213 N.W.2d 339 (Minn. 1973), in support of his argument. Beaulieu asserts that *Fritz* stands for the proposition that a tenant has a right to litigate defenses within an eviction action. But the Minnesota Supreme Court in *Fritz* held that a tenant may assert breach of the statutory covenant of habitability as a defense in an eviction action. 213 N.W.2d at 342. Here, Beaulieu did not assert breach of the covenant of habitability as a defense. Accordingly, *Fritz* does not advance Beaulieu’s argument.