

*This opinion is nonprecedential except as provided by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
A25-2000**

Stephani Martinsen,
Respondent,

vs.

Wilbert Alphonso Bettie,
Appellant,

A-1 Realty and Investment Trust LLC L.L.C, et al.,
Defendants.

**Filed September 28, 2026
Affirmed
Schmidt, Judge**

Hennepin County District Court
File No. 27-CV-25-3436

Timothy J. Prindiville, Prindiville Law, PA, Minneapolis, Minnesota (for respondent)

Wilbert Alphonso Bettie, Minneapolis, Minnesota (pro se appellant)

Considered and decided by Bratvold, Presiding Judge; Ede, Judge; and Schmidt,
Judge.

NONPRECEDENTIAL OPINION

SCHMIDT, Judge

Appellant raises nine separate issues in challenging the district court's eviction judgment and denial of his motion to vacate the judgment. We affirm.

FACTS

Respondent Stephanie Martinsen entered into a contract for deed with vendee A-1 Realty Investment Trust LLC related to residential property in Minneapolis. A-1 Realty assigned the contract for deed to appellant Wilbert Alphonso Bettie, its sole officer.

After Bettie defaulted, Martinsen sent Bettie a notice of cancellation of the contract for deed and later filed an eviction action. The district court scheduled the case for trial and ordered Bettie to make a monthly deposit of \$1,400 with the court, an amount equal to the monthly payment obligation under the contract for deed. The order warned that the failure to make a deposit would result in the district court issuing a writ of recovery and ordering Bettie to vacate the premises. Bettie moved to stay the eviction action so he could file a separate district court action (civil action) to challenge the cancellation of the contract for deed. The district court granted the stay but left the deposit requirement in place.

Bettie commenced a civil action in district court, but then failed to make the required \$1,400 deposit in the eviction action. The district court lifted the stay, ordered the entry of judgment, and ordered issuance of a writ of recovery.

Bettie filed several motions in the eviction action, including motions to vacate the default judgment, to stay the writ of recovery, and to amend the order setting an appellate bond. After a hearing, the district court denied Bettie's motions, granted Martinsen's request for a writ of recovery, and issued an order noting that the judgment and writ of recovery would be stayed pending appeal upon Bettie posting a bond of \$19,600 and continuing to make the monthly deposits.

This appeal follows.

DECISION

Bettie argues that the district court: (1) exceeded its jurisdiction; (2) prematurely lifted the stay of the eviction action before a final adjudication on the merits in the civil action; (3) deprived Bettie of due-process by relying on conclusions drawn from the civil action; (4) violated Bettie’s due process rights by entering judgment without an evidentiary hearing; (5) erred by issuing a writ of recovery while material disputes remained unresolved; (6) erred by not ruling that service of the notice of cancellation of the contract for deed was defective; (7) made clearly erroneous credibility determinations; (8) erred in determining that Bettie failed to cure the default; and (9) erred by imposing an excessive appellate bond requirement.¹ We address each argument in turn.²

I. The district court did not exceed the scope of the eviction action.

Bettie argues that the district court exceeded its jurisdiction by entering judgment while disputes related to the contract for deed and payment accounting remained pending in the civil action.³ We construe Bettie’s argument as challenging whether the district court had subject-matter jurisdiction. “Subject-matter jurisdiction is a court’s power to hear and

¹ Martinsen argues that the scope of the appeal is limited to the issues identified in Bettie’s statement of the case. But the “statement of the case does not limit the reviewability of issues on appeal.” *Lilly v. City of Minneapolis*, 527 N.W.2d 107, 110 n.2 (Minn. App. 1995), *rev. denied* (Minn. Mar. 29, 1995). Instead, the “nature of the appeal and the course of the trial court proceedings determine our scope of review.” *Id.*

² Martinsen’s brief notes that the entire appeal may have been rendered moot because Unity Bank recently commenced foreclosure proceedings on this property. Our review of the record before us reveals no basis on which to determine that the case is moot.

³ We address each argument in Bettie’s brief, but in a different order.

determine cases of the general class or category to which the proceedings in question belong[,]” and we review whether subject-matter jurisdiction exists de novo. *Bode v. Minn. Dep’t of Natural Res.*, 594 N.W.2d 257, 259 (Minn. App. 1999) (quotation omitted) (defining subject-matter jurisdiction), *aff’d*, 612 N.W.2d 862, 866 (Minn. 2000).

Eviction actions are summary proceedings that are intended to adjudicate only the question of present possessory rights to the property. *Lilyerd v. Carlson*, 499 N.W.2d 803, 812 (Minn. 1993). “[A]ny current limitation on the scope of eviction proceedings is a function of the summary nature of the proceedings, *not* a limit on the ability of the court to hear and determine the action.” *Real Estate Equity Strategies, LLC v. Jones*, 720 N.W.2d 352, 357 (Minn. App. 2006) (quotation omitted). Minnesota Statute Section 484.013, subdivision 2 (2024) provides:

The housing calendar program may consolidate the hearing and determination of all proceedings under chapter 504B; criminal and civil proceedings related to violations of any state, county or city health, safety, housing, building, fire prevention or housing maintenance code; escrow of rent proceedings; and actions for rent abatement.

Here, the district court did not consider or adjudicate any of the claims Bettie raised in the civil action related to service of the notice of cancellation. Instead, the district court ordered Bettie to make a monthly deposit of \$1,400 as authorized by Minn. Stat. § 504B.335(e) (2024). After Bettie failed to make the deposit, the district court acted within its authority to enforce its order, lift the stay, and enter default judgment. In doing so, the district court did not exceed the limited scope of the eviction proceeding.

II. The district court did not abuse its discretion by lifting the stay.

Bettie argues that the district court abused its discretion by lifting the stay of the eviction proceeding.⁴ “Generally, whether to stay a proceeding is discretionary” and “will not be altered on appeal absent an abuse of that discretion.” *Real Estate Equity Strategies*, 720 N.W.2d at 358.

Bettie does not dispute that the district court had the discretion to stay the eviction action. *See Bjorklund v. Bjorklund Trucking, Inc.*, 753 N.W.2d 312, 318 (Minn. App. 2008) (stating that district courts have considerable discretion to stay an eviction action), *rev. denied* (Minn. Sep. 23, 2008). Bettie argues, however, that lifting the stay while the civil action remained pending risked “resolving possession based on incomplete and potentially inconsistent findings.” Bettie’s argument misses the mark.

The corollary to the district court having considerable discretion to stay an eviction action is that the district court also has considerable discretion to lift the stay. Following Bettie’s failure to make the court-ordered deposit, the district court acted within its discretion to lift the stay. *See Real Estate Equity Strategies*, 720 N.W.2d at 360 (concluding district court is ideally situated to determine whether and under what conditions to enjoin an eviction proceeding).

In addition, there was no risk of inconsistent findings because the district court based the judgment on Bettie’s failure to satisfy its deposit requirement. The district court did not resolve any disputes that had the potential to be inconsistent with the civil action.

⁴ This is argument III. in Bettie’s brief.

The district court required Bettie to make a monthly deposit in an amount equal to the monthly payment obligation under the contract for deed. After Bettie failed to make a deposit, the district court acted within its discretion to lift the stay and enforce the order.

III. Two of Bettie’s arguments are forfeited.

A. Bettie’s due-process arguments are forfeited.

Bettie argues that his due-process rights were violated when (1) he was deprived of the opportunity to challenge findings from the civil action in the eviction action and (2) the district court entered judgment while material disputes remained unresolved.⁵ These arguments are forfeited because they are raised for the first time on appeal. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) (stating new issues may not be raised on appeal).

B. Bettie’s argument that the district court abused its discretion by issuing a writ of recovery based on a legally defective judgment is forfeited.

Bettie argues the district court abused its discretion by issuing a writ of recovery based upon a legally defective judgment.⁶ Bettie did not, however, raise this argument to the district court. Instead, Bettie contended that the default judgment should be vacated due to excusable neglect related to his failure to timely pay the deposit. Bettie’s appellate argument is, therefore, forfeited. *Id.* (holding party may not “obtain review by raising the same general issue litigated below but under a different theory”).

⁵ These are issues IV. and VIII. in Bettie’s brief, which we combine and address together.

⁶ This is issue IX. in Bettie’s appellate brief.

IV. Bettie’s remaining arguments are not properly before us in this appeal.

A. Bettie’s argument about the notice of cancellation is not before us.

Bettie argues that service of the notice of cancellation of contract for deed was defective because he was not personally served and his 17-year-old son lacked the capacity to accept service. Bettie contends that, because service was defective, the district court lacked personal jurisdiction over Bettie and the default judgment is void.⁷

Bettie appeals from the district court’s judgment, which did not include any underlying order addressing service. Instead, Bettie requested that the service issue be decided in the civil action. The civil action proceedings are not before us in this appeal. *See id.* (stating that appellate courts generally address only those questions previously presented to and considered by the district court). The issue of service of the notice of cancellation is outside the scope of this appeal.

B. Bettie’s credibility-determinations argument is not before us.

Bettie argues that the district court made clearly erroneous credibility determinations.⁸ But the district court based the default judgment only on Bettie’s failure to satisfy the deposit requirement. The district court made no credibility determinations when enforcing its order that required a timely monthly deposit. Thus, Bettie’s argument about credibility determinations is not properly before us.

⁷ Bettie raises this argument as issue II. in his brief.

⁸ Bettie raises this argument as issue V. in his brief.

C. Bettie’s argument that the district court failed to address the argument about his attempt to cure the default is not before us.

Bettie argues that the district court failed to address Martinsen’s alleged interference with his attempts to cure and that HomeHelpMN funds should have been applied to the arrears to prevent displacement.⁹ But the issues related to Bettie’s attempt to cure were properly directed to the civil action. *See Fraser v. Fraser*, 642 N.W.2d 34, 40-41 (Minn. App. 2002) (holding that a party generally cannot raise claims and defenses in an eviction action if they could be raised in an alternate civil proceeding). The issue was not before the district court and, therefore, is outside the scope of this appeal.

D. Bettie’s argument about the appellate bond is moot.

Bettie argues that the district court set a disproportionate appellate bond, which created an unreasonable barrier to appellate review.¹⁰ Bettie’s bond argument is moot, however, as we are no longer able to grant effective relief by reducing the bond because we affirm the district court’s decision. *See Kahn. v. Griffin*, 701 N.W.2d 815, 821 (Minn. 2005). If Bettie wanted to challenge the bond for a stay pending appeal, he needed to have done so under Minnesota Rule of Civil Appellate Procedure 108.02. *See* Minn. R. Civ. App. P. 108.02, subd. 6 (stating that a party may challenge the “amount of security pending appeal”). Bettie did not bring such a challenge. The appellate bond issue is moot.

Affirmed.

⁹ Bettie raises this argument as issue VI. in his brief.

¹⁰ Bettie raises this argument as issue VII. in his brief.