

*This opinion is nonprecedential except as provided by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
A25-2009**

Stausi Jeff Duross,
Appellant,

vs.

Margaret Stewart,
Respondent.

**Filed July 6, 2026
Reversed and remanded
Johnson, Judge**

Hennepin County District Court
File No. 27-CV-HC-25-9281

Stausi Jeff Duross, Minneapolis, Minnesota (*pro se* appellant)

Margaret Stewart, Minneapolis, Minnesota (*pro se* respondent)

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

NONPRECEDENTIAL OPINION

JOHNSON, Judge

A person signed a residential lease agreement and paid a security deposit. The landlord refused to give the person the keys to the apartment before the first rent payment was made. The person filed a lock-out petition to gain access to the apartment. The district court dismissed the petition on the ground that the petitioner was not a “residential tenant” on the ground that she did not actually occupy the apartment and did not have a legal right

to occupy the apartment because rent had not been paid. We conclude that the district court erred because the factual record does not clearly show that the first rent payment was due at the beginning of the lease term or that the payment was a condition precedent of a legal right to occupy the apartment. We further conclude that parol evidence is necessary to resolve ambiguity in the lease agreement. Therefore, we reverse and remand to the district court for further proceedings.

FACTS

On November 4, 2025, Stausi Jeff Duross and a co-signer signed a lease agreement for an apartment near downtown Minneapolis, with a specified term of November 10, 2025, to October 31, 2026. Duross paid a security deposit of \$1,099 on the same day.

On November 10, 2025, Duross texted the landlord's agent, Margaret Stewart, to make arrangements to obtain the keys to the apartment. Stewart refused to give the keys to Duross because no rent payment had yet been made. At Duross's request, Stewart sent the co-signer an e-mail message with instructions for paying rent via an online portal. Neither the co-signer nor Duross made a rent payment on November 10, 2025.

On November 11, 2025, Duross texted Stewart again, saying that she was "in lawful possession" of the apartment because she had paid the security deposit. Stewart responded by saying that "rent must be paid prior to getting keys."

On November 12, 2025, Duross petitioned the district court using a form captioned "Verified Petition for Possession of Residential Rental Property Following Unlawful Removal or Exclusion." *See* Minn. Stat. § 504B.375 (2024). Duross attached a copy of

the lease agreement and additional documents. Duross requested an order requiring Stewart to give her access to the apartment and also requested damages.

The district court conducted a hearing on November 17, 2025. Four days later, the district court filed a three-page order with findings of fact and conclusions of law. The district court reasoned that a person may file a petition under section 504B.375 only if the person is a “residential tenant” and that Duross was not a “residential tenant” because she was not physically occupying the apartment and neither she nor her co-signer had paid rent. Accordingly, the district court dismissed the petition. Duross appeals.

DECISION

Duross argues that the district court erred by dismissing her petition on the ground that she was not a “residential tenant” of the apartment.

The statute on which Duross’s claim is based allows a “residential tenant” to commence an action to “recover possession of the premises” upon the “actual or constructive removal or exclusion of” the residential tenant. Minn. Stat. § 504B.375, subd. 1(a). The purpose of the statute is “to provide an additional and summary remedy for residential tenants unlawfully excluded or removed from rental property.” *Id.*, subd. 5. A petition filed pursuant to section 504B.375 often is called a “lockout petition.” *See Murphy v. Aeon*, 24 N.W.3d 679, 683 (Minn. App. 2025), *rev. denied* (Minn. Aug. 27, 2025).

The term “residential tenant” is defined in chapter 504B to mean “a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services.” Minn. Stat.

§ 504B.001, subd. 12 (2024). In *Cocchiarella v. Driggs*, 884 N.W.2d 621 (Minn. 2016), the supreme court interpreted the statutory definition of “residential tenant” in a case with facts that were similar but not identical to the facts of this case. The petitioner in *Cocchiarella* entered into an oral lease agreement with a landlord, paid a security deposit, and paid the first month’s rent, but the landlord did not allow the petitioner to move into the apartment. *Id.* at 623. She filed a lock-out petition, which was dismissed on the ground that she was not physically occupying the premises and, thus, was not “occupying a dwelling in a residential building,” as required by the statutory definition of “residential tenant.” *Id.* (emphasis omitted).

On appeal, the supreme court focused on the words “is occupying” and held that a person may be deemed to be “occupying” leased premises if the person has a legal right to do so, even if the person is not physically occupying the premises. *Id.* at 627-28. The supreme court reasoned that, in the context of a residential lease agreement, the word “occupying” must be understood to refer to “a tenancy in real property,” which “includes the legal right of occupancy” and is created by a lease agreement. *Id.* at 626 (emphasis omitted) (citing *The American Heritage Dictionary of the English Language* 1782 (4th ed. 2000), and *Black’s Law Dictionary* 1694 (10th ed. 2014)). The supreme court clarified that “the right of possession is transferred when the lease agreement gives the tenant control over the property and the power to exclude all others.” *Id.* (citing Restatement (Second) of Property: Landlord & Tenant § 1.2 (Am. L. Inst. 1977), and *Goodwin v. Clover*, 98 N.W. 322, 323 (Minn. 1904)). The supreme court concluded that “a tenant who holds the present legal right to occupy residential rental property pursuant to a lease or contract satisfies the

definition of ‘residential tenant’” and, thus, “has the right to bring an unlawful removal or exclusion petition under” section 504B.375, subdivision 1, “upon the effective date of a lease agreement.” *Id.* at 627. This court has explained that, if the existence of a legal right to occupy depends on a condition precedent, it is necessary to inquire into whether the condition precedent has been satisfied. *Hegenes Properties, LLC v. Rodriguez*, ___ N.W.3d ___, ___, 2026 WL 1465627, at *6-8 (Minn. App. May 26, 2026) (applying *Cocchiarella* in eviction case under section 504B.291), *petition for rev. filed* (Minn. June 26, 2026).

In this case, the lease agreement is unclear as to whether Duross’s legal right to occupy the apartment is conditioned on payment of rent. The cover page of the lease agreement states essential terms, such as the date the lease “begins,” November 10, 2025; the amount of the security deposit and the “total due,” \$1,099; and the amount of “monthly rent” and the “total monthly due,” also \$1,099. The four pages that follow contain 30 single-spaced paragraphs of text. Paragraph 2, entitled “Term,” states that the lease “shall commence on the earlier of the date tenant(s) take(s) possession of the premises or the first day of the lease.” Paragraph 4, entitled “Rent,” states, “Tenants shall pay . . . to landlord as rent for the premises the sum stated above per month in advance or by the 1st of each calendar month.” Paragraph 4 also provides for “an 8% late fee if rent is not received by the 2nd of every month.” These and other provisions of the lease agreement do not clearly state when the first rent payment was due and whether timely payment of rent was a condition precedent to Duross’s legal right to occupy the apartment under the lease

agreement. The issue is complicated by the fact that the lease term was to begin in the middle of a month.

The interpretation of an unambiguous contract is a question of law. *Staffing Specifix, Inc. v. TempWorks Mgmt. Servs., Inc.*, 913 N.W.2d 687, 692 (Minn. 2018). A contract is ambiguous if it is “susceptible to more than one reasonable interpretation.” *Id.* In that event, the ambiguities must be “resolved by admitting extrinsic evidence of the facts and circumstances surrounding the transaction to reveal the parties’ intent.” *Windcliff Ass’n, Inc. v. Breyfogle*, 988 N.W.2d 911, 918 (Minn. 2023) (quotation omitted). If extrinsic or parol evidence is admitted, “the interpretation of ambiguous terms becomes a question of fact.” *Staffing Specifix*, 913 N.W.2d at 692.

The lease agreement in this case is ambiguous with respect to when the first rent payment was due and whether payment of rent was a condition precedent to the legal right to occupy the apartment. Accordingly, parol evidence is necessary. *See Nord v. Herreid*, 305 N.W.2d 337, 340 (Minn. 1981) (concluding that parol evidence was admissible to determine existence of condition precedent in lease agreement). In the absence of a determination that the lease agreement required the first rent payment to be made on November 10, 2025, and that timely payment of rent was a condition precedent of the transfer of the legal right of occupancy, there is no factual basis for the district court’s conclusion that Duross was not a “residential tenant” when she filed the lock-out petition.

Therefore, we reverse and remand to the district court for further proceedings. The district court shall allow the parties to introduce parol evidence relevant to when the first rent payment was required to be made and whether payment of rent was a condition

precedent of Duross's legal right to occupy the apartment under the lease agreement. The district court shall make findings of fact concerning whether and when Duross acquired a legal right to occupy the apartment and then shall determine whether Duross was a "residential tenant" when she filed the lock-out petition.

Reversed and remanded.