

*This opinion is nonprecedential except as provided by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
A25-2134**

Brooklyn Center AH I LLLP,
Respondent,

vs.

Dawana L Jackson,
Appellant,

John Doe, et al.,
Defendants.

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

Hennepin County District Court
File No. 27-CV-HC-25-8518

Clarine Scarnecchia, Landlord Resource Network, LLC, Minneapolis, Minnesota; and

Bridget Brine, Minneapolis, Minnesota (for respondent)

Dawana L. Jackson, Brooklyn Center, Minnesota (self-represented appellant)

Considered and decided by Worke, Presiding Judge; Frisch, Chief Judge; and Bond,
Judge.

NONPRECEDENTIAL OPINION

FRISCH, Chief Judge

Appellant-tenant challenges an eviction judgment, arguing that the district court
erred by canceling trial and entering judgment based on tenant's failure to timely deposit

rent into the district court because the district court (1) failed to consider tenant's asserted defense to the eviction action and (2) did not grant tenant an extension of time to deposit rent. Tenant also argues that the district court erred by conditioning a stay of the execution of a writ for recovery on tenant depositing rent into the district court, that she was prejudiced by the withdrawal of her counsel, and that she was prejudiced by the cumulative effect of the alleged defects in the eviction judgment. Because tenant fails to establish the district court prejudicially erred by ordering tenant to deposit rent into the district court and entering eviction judgment following tenant's failure to provide the required security, and because tenant's other arguments are not properly before us, we affirm.

FACTS

In October 2025, respondent-landlord Brooklyn Center AH I LLLP brought an eviction action against appellant-tenant Dawana L. Jackson alleging nonpayment of rent.

The district court held a hearing at which Jackson and her counsel appeared. Jackson requested a trial and informed the district court that she "believes that she does not owe the rent that is alleged to be owed." Jackson asserted that she had submitted a transfer request pursuant to the Violence Against Women Act (VAWA), *see* 34 U.S.C. § 12491(e) (2024), that had not been fulfilled, claiming that "she's had to seek shelter in other places in order to keep herself safe." In response, landlord contended that it was "just not aware of a VAWA transfer request" and would dispute Jackson's claims. According to landlord, Jackson owed a balance of \$1,665.26 in unpaid rent.

The district court scheduled trial for December 12, 2025. The district court ordered Jackson to provide security by depositing into the district court the monthly rent that would

accrue while the eviction action was pending—\$158 per month. The district court ordered that Jackson deposit rent for November by November 19 and rent for any future month by the second day of that month. The district court informed Jackson that failure to deposit rent would result in the cancelation of trial, the entry of eviction judgment, and the issuance of a writ of recovery. Jackson did not object to the form or amount of the security requirement.

On November 25, Jackson filed an answer to the eviction action, asserting as a defense that landlord had “violated the covenants of habitability, health, and safety” by “fail[ing] to address the emergency transfers requests or follow the process for transfer requests under [VAWA].” *See Fritz v. Warthen*, 213 N.W.2d 339, 339 (Minn. 1973) (holding that a tenant may assert a breach of the covenants of habitability as a defense to an action for nonpayment of rent).

Jackson timely deposited November rent but did not timely deposit December rent. Accordingly, on December 3, the district court filed an order canceling the trial and entered judgment for recovery of the premises. On December 5, landlord requested a writ of recovery, which was issued the same day.

Also on December 5, Jackson’s counsel filed a notice of withdrawal and Jackson, in a self-represented capacity, filed a motion seeking to vacate the judgment. She argued that she “only missed one escrow payment due to financial hardship” and that her VAWA protections were not adequately considered by the district court. The district court denied the motion on the same day, concluding that Jackson was not entitled to relief because she (1) had not articulated a reasonable case on the merits, as “it is unclear that concerns under

the VAWA would act as a defense for non-payment of rent”; (2) had not established a reasonable excuse for failing to act, because she was aware of the requirement to deposit monthly rent, made the first deposit, acknowledged that she was aware that she failed to make the second deposit, and “did not file anything prior to the posting deadline noting that she had financial hardship”; and (3) had not shown that landlord would not be substantially prejudiced by the judgment being vacated, as tenant made no argument on this point and “has not provided any updates as to when she can pay the funds to escrow.”

On December 9, Jackson moved for an emergency stay of execution of the writ of recovery pending appeal of the December 3 judgment. The next day, the district court filed an order temporarily staying the execution of the writ through December 17 to allow Jackson to appeal. Jackson filed a notice of appeal in this court on December 16.

After Jackson filed the notice of appeal, the district court filed an order granting a stay of the execution of the writ of recovery pending appeal, on the condition that Jackson deposit \$158 into the district court each month as security for a stay pending appeal. After she failed to deposit the first required payment, the district court filed an order lifting the stay, reinstating the writ of recovery, and allowing the writ to be executed immediately. The district court subsequently denied Jackson’s second emergency-stay motion. Jackson filed several motions in this court and a petition in the supreme court related to the district court’s appellate stay decisions, all of which were denied.

DECISION

We understand Jackson, who is self-represented in this appeal, to argue that the district court erred by canceling trial and entering judgment in favor of landlord (1) without

addressing her asserted defense, thereby violating her due-process rights, and (2) without granting an extension to deposit into court December rent based on tenant's financial hardship. We disagree.

On appeal from an eviction judgment, we “review the district court’s legal conclusions de novo” and “uphold the district court’s factual findings unless they are clearly erroneous.” *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 907 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018). “An appealing party bears the burden of demonstrating both error and prejudice.” *Palladium Holdings, LLC v. Zuni Mortg. Loan Tr. 2006-OA1*, 775 N.W.2d 168, 178 (Minn. App. 2009), *rev. denied* (Minn. Jan. 27, 2010).

Eviction actions are summary proceedings governed by Minnesota Statutes chapter 504B. Minn. Stat. § 504B.001, subd. 4 (2024). Under chapter 504B, “[a] landlord may bring an eviction action for nonpayment of rent.” Minn. Stat. § 504B.291, subd. 1(a) (2024). “An eviction proceeding is civil in nature, and generally the only issue for determination is whether the facts alleged in the complaint are true.” *Cimarron Vill. v. Washington*, 659 N.W.2d 811, 817 (Minn. App. 2003). A tenant is entitled to a trial when material facts are in dispute. *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 863 (Minn. App. 2022).

Jackson first argues that the district court erred by canceling trial and entering eviction judgment without addressing her asserted defense, alleging that such action violated her due-process rights, in the sense that she was denied a meaningful opportunity to be heard and present evidence related to her defense.

As a threshold matter, Jackson provides no argument or authority in her informal brief suggesting that the district court misapplied the law by imposing a security requirement, then canceling trial and entering eviction judgment when she failed to provide the required security. While “some accommodations may be made for pro se litigants, this court has repeatedly emphasized that pro se litigants are generally held to the same standards as attorneys and must comply with court rules.” *Fitzgerald v. Fitzgerald*, 629 N.W.2d 115, 119 (Minn. App. 2001). “An assignment of error on mere assertion, unsupported by argument or authority, is forfeited and need not be considered unless prejudicial error is obvious on mere inspection.” *Scheffler v. City of Anoka*, 890 N.W.2d 437, 451 (Minn. App. 2017), *rev. denied* (Minn. Apr. 26, 2017).

No prejudicial error is obvious to us here. Under well-established Minnesota law, a district court can require a tenant who withholds rent in reliance on a defense to a nonpayment-of-rent eviction action to deposit the rent to be withheld into the district court. *Fritz*, 213 N.W.2d at 341-42 (holding that where a tenant defends against a nonpayment-of-rent eviction action by asserting a breach of the covenants of habitability, the tenant must “pay the rent to be withheld from the landlord into court,” as well as “any future rent withheld” until final resolution on the merits); *see also* Minn. Stat. §§ 504B.285, subd. 3 (providing that a tenant asserting a retaliation defense in a nonpayment-of-rent eviction action must “tender to the court or to the plaintiff the amount of rent due and payable under the tenant’s original obligation”), .335(e) (“[I]f the final disposition of the [eviction] action may be delayed for more than ten days, the court may order the defendant to provide security in a form and amount that the court approves, based on the totality of the

circumstances, provided that the amount of security may not include any amounts allegedly owed prior to the date of filing of the action and may not exceed the amount of the monthly or periodic rent that accrues during the pendency of the action.”) (2024); Minn. Gen. R. Prac. 608 (providing that in eviction actions in Hennepin and Ramsey counties, a tenant withholding rent in reliance on a defense must provide security as determined by the district court). Jackson asserted that she did not owe the claimed rent due to landlord’s handling of her emergency transfer request. She did not object to the form or amount of security imposed or the district court’s authority to require such security as a condition for continuing trial. The district court warned Jackson that failure to deposit rent would result in the cancelation of trial, the entry of eviction judgment, and the issuance of a writ of recovery. And it is undisputed that Jackson failed to timely deposit the required security in December. In these circumstances, we conclude that Jackson has failed to establish any prejudicial error in the district court canceling trial and entering eviction judgment based on her failure to deposit the required security.¹

¹ We need not determine the merits of Jackson’s asserted defense to resolve this appeal. Even so, we observe that it is not clear that Jackson asserted a valid defense to this eviction action. While a tenant may assert a breach of the statutory covenants of habitability as a defense to a nonpayment-of-rent eviction action, *see Fritz*, 213 N.W.2d 339, none of the statutory covenants of habitability pertain to tenant’s expressed concerns related to VAWA. *See* Minn. Stat. § 504B.161, subd. 1 (2024). In her informal brief on appeal, Jackson appears to recharacterize her assertions regarding VAWA protections as a retaliation defense, asserting that “[t]he eviction was filed shortly after [she] reported domestic violence and requested a transfer, raising concerns that the filing was retaliatory in nature.” But Jackson did not expressly raise a retaliation defense to the district court, so we do not consider this argument on appeal. *Thiele v. Stich*, 425 N.W.2d 508, 582 (Minn. 1988).

Jackson also appears to argue that the district court erred by not considering or adequately addressing her request for an extension of time to deposit the December rent due to financial hardship and “circumstances related to domestic violence.” But the record indicates that Jackson did not request an extension or otherwise inform the district court that she had a financial hardship, and Jackson does not provide any authority or argument to establish that the district court was obligated to extend the deadline to provide the required security in such circumstances. Further, the district court directly addressed Jackson’s argument in its December 5 order denying her motion to vacate the judgment, concluding that she had not established a reasonable excuse for failing to deposit the December rent because she was aware of the requirement, acknowledged that she was aware that she failed to make the deposit, and “did not file anything prior to the posting deadline noting that she had financial hardship.” No prejudicial error is obvious to us in these circumstances, particularly given that the record shows that Jackson did not request any extension to the deadline and did not identify if or when she would be able to provide the required security, and we decline to further consider this issue. *See Scheffler*, 890 N.W.2d at 451.

Jackson further argues that the combined effect of these alleged procedural defects “resulted in a proceeding that was not fair or reliable.” But she has not demonstrated any defect in the district court’s decisions, so this argument is unavailing.

Finally, Jackson’s informal brief raises several additional arguments that are not properly before us. She appears to challenge the district court’s imposition of an appeal bond as a condition of granting a stay of the execution of the writ of recovery pending

appeal, arguing that the district court relied on outdated financial records and incorrect or unrelated documents. An argument made in an appellate brief is not the appropriate method to seek review of a district court’s decision as to a stay pending appeal; a party may seek review of a stay decision by filing a motion in this court under Rule 127 of the Minnesota Rules of Civil Appellate Procedure. *See* Minn. R. Civ. App. P. 108.02, subd. 6 (“On a motion under Rule 127, the Court of Appeals may review the trial court’s determinations as to whether a stay is appropriate, the terms of any stay, and the form and amount of security pending appeal.”).² We also observe that because Jackson seeks review of a decision concerning a stay of execution of the writ of recovery *pending appeal*, and we have resolved the appeal and affirmed the eviction judgment, this issue is moot. *Cf.* *Winkowski v. Winkowski*, 989 N.W.2d 302, 307-08 (Minn. 2023) (explaining that an appeal is moot “when a decision on the merits is no longer necessary or an award of effective relief is no longer possible” (quotation omitted)). Jackson also appears to argue that she was prejudiced by the withdrawal of her counsel. But she did not raise any argument about the withdrawal of her counsel to the district court, and we therefore decline to consider this argument on appeal. *See Thiele*, 425 N.W.2d at 582-83 (“An appellate court may not base

² We considered and denied Jackson’s motions related to the district court’s appellate stay decisions in our order filed January 23, 2026. *Brooklyn Center AH I LLP, v. Jackson*, No. A25-2134 (order) (Minn. App. Jan. 23, 2026). We do not allow petitions for rehearing. *See* Minn. R. Civ. App. P. 140.01 (“No petition for rehearing shall be allowed in the Court of Appeals.”); *In re Est. of Sangren*, 504 N.W.2d 786, 788 n.1 (Minn. App. 1993) (refusing to reconsider an issue previously decided by a special term panel of this court because doing so would violate Minn. R. Civ. App. P. 140.01), *rev. denied* (Minn. Oct. 28, 1993).

its decision on matters outside the record on appeal, and may not consider matters not produced and received in evidence below.”).³

In sum, Jackson has not established that the district court erred by canceling trial and entering eviction judgment following her failure to timely deposit a required rent payment into the district court.

Affirmed.

³ There is no clear prejudice to Jackson caused by the withdrawal of her counsel, as there is no statutory right to counsel in eviction actions based on nonpayment of rent, *see* Minn. Stat. § 504B.268, subd. 1 (2024) (providing a right to a court-appointed attorney to tenants in certain subsidized housing programs in breach-of-lease eviction actions), and the record indicates that Jackson’s counsel withdrew after judgment was entered, on the same day that Jackson filed the motion to vacate the judgment.