

*This opinion is nonprecedential except as provided by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
A25-2197**

Crocket Properties LP,
Respondent,

vs.

Stausi DuRoss,
Appellant.

**Filed August 3, 2026
Affirmed
Bond, Judge**

Hennepin County District Court
File No. 27-CV-HC-25-9599

Thomas P. Harlan, Christopher W. Bowman, Madigan, Dahl & Harlan, P.A., Minneapolis,
Minnesota (for respondent)

Stausi Jeff DuRoss, Minneapolis, Minnesota (pro se appellant)

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

NONPRECEDENTIAL OPINION

BOND, Judge

In this appeal from an eviction judgment in favor of respondent-landlord, appellant-tenant argues that the district court erred by: (1) failing to apply statutory provisions pertaining to the rights of tenants who have been subjected to domestic abuse,

(2) misrepresenting a security amount, and (3) violating tenant’s procedural-due-process rights. We affirm.

FACTS

In December 2024, appellant-tenant Stausi Jeff DuRoss signed a month-to-month lease for an apartment owned by respondent-landlord Crockett Properties, LP.¹ On August 12, 2025, landlord notified tenant that her lease was not being renewed and that she must vacate the premises by October 31, 2025.

On October 24, 2025, tenant sent landlord written notice that tenant was terminating her lease effective October 31, 2025, pursuant to Minn. Stat. § 504B.206 (2024). Under that statute, a tenant of a residential lease who fears imminent violence after being subjected to domestic abuse and other enumerated acts may terminate the lease subject to certain requirements. Minn. Stat. § 504B.206, subd. 1(a). Landlord updated tenant’s file to reflect that her lease would be terminated pursuant to section 504B.206 on October 31, 2025. On October 29, 2025, tenant requested an extension of her tenancy until November 15, 2025, which landlord denied.

After tenant did not vacate the premises, landlord brought an eviction action on November 21. Landlord’s complaint alleged that tenant was an unlawful holdover tenant and sought judgment with an immediate writ of recovery. At a hearing before a referee,

¹ Landlord’s brief states that, due to a “drafting error” in district court, it is misidentified in the caption as “Crocket Properties LP.” The caption of this opinion matches the caption used in the district court, as required by the rules of appellate procedure. *See* Minn. R. Civ. App. P. 143.01.

tenant argued that she had not been properly served with the notice to vacate.² On December 23, the district court countersigned the referee’s order finding that landlord proved that it had properly served the notice to vacate and that tenant failed to vacate the premises. The district court entered judgment for landlord for recovery of the premises.

Tenant appeals.

DECISION

An eviction action “is a summary proceeding through which an occupant may be removed from possession of real property by the process of law.” *Nationwide Hous. Corp. v. Skoglund*, 906 N.W.2d 900, 904 (Minn. App. 2018), *rev. denied* (Minn. Mar. 28, 2018); *see also* Minn. Stat. § 504B.001, subd. 4 (2024). On appeal from an eviction judgment, we “review the district court’s legal conclusions de novo” but will “uphold the district court’s factual findings unless they are clearly erroneous.” *Nationwide Hous. Corp.*, 906 N.W.2d at 907.

I. The district court did not err in its application of Minn. Stat. § 504B.206.

Tenant argues that the district court committed an error of law by failing to properly apply Minn. Stat. § 504B.206. “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).

As relevant here, section 504B.206 provides that a tenant may terminate a residential lease without penalty if the tenant “fears imminent violence after being

² The transcript of this hearing is not part of the record on appeal.

subjected to . . . domestic abuse.” Minn. Stat. § 504B.206, subd. 1(a)(1). To terminate a lease under this section, a tenant must provide advance written notice to the landlord “stating the tenant fears imminent violence from a person as indicated in a qualifying document against the tenant,” and provide “the date on which the lease will terminate.” *Id.*, subd. 1(b)(1), (3). “The tenancy terminates for the tenant who exercises the right granted under this subdivision, including the right of possession of the premises, on the date provided in the notice.” *Id.*, subd. 1(c).

In this case, tenant provided written notice to landlord that she feared imminent violence after being subjected to domestic abuse and that her lease would terminate October 31, 2025. Landlord updated tenant’s file to reflect that her lease would be terminated pursuant to section 504B.206 on October 31, 2025. Tenant later requested an extension until November 15. Landlord denied tenant’s extension request and filed an eviction action after tenant remained on the premises beyond November 15.

Tenant maintains that the eviction judgment must be reversed because the district court failed to apply the mandatory provisions of section 504B.206. We disagree. While a landlord may not commence an eviction action against a tenant who has elected to terminate a lease pursuant to the protections of section 504B.206, nothing in that statute “should be construed to prohibit an eviction action . . . where a tenant has provided the written notice under section 504B.206 . . . but failed to vacate on or before the date provided in that notice.” Minn. Stat. § 504B.285, subd. 1(b) (2024). Even assuming the statute permits tenant’s requested extension of the termination date from October 31 to

November 15,³ landlord did not initiate eviction proceedings until *after* tenant failed to vacate the premises by November 15. Tenant has therefore failed to establish that the district court erred in its application of Minn. Stat. § 504B.206.

II. We do not consider tenant’s argument concerning the security amount.

Tenant argues that the district court abused its discretion by issuing the writ of recovery after it allegedly “misrepresented” the amount of security she was required to deposit as a condition of staying the district court proceedings pending appeal. *See* Minn. Stat. § 504B.371, subd. 1 (2024) (providing that when the district court enters an eviction judgment against a party, and that party appeals, “all further proceedings in the case are stayed”).

This argument is not properly before us. To challenge the “form and amount” of a bond or other security, a party must first seek relief in district court pursuant to Minn. R. Civ. App. P. 108.02. That rule provides that a party seeking review of a district court’s decision regarding a stay pending appeal must do so by filing a motion with this court under Minn. R. Civ. App. P. 127. *See* Minn. R. Civ. App. P. 108.02, subd. 6 (“On a motion under Rule 127, [this court] may review the [district] court’s determinations as to whether a stay is appropriate, the terms of any stay, and the form and amount of security pending appeal.”). Here, the district court ordered that the writ of recovery be temporarily stayed pending tenant’s appeal, provided that tenant deposit security by January 5, 2026. Tenant filed a motion in the district court challenging the security amount, which the district court

³ We observe that there is no mechanism within section 504B.206 allowing a tenant to request an “extension” of the date provided by tenant on which the lease will terminate.

denied. At the same time, tenant filed a motion in this court, arguing that she could not pay the security. In an order, this court concluded that the district court did not abuse its discretion in setting the security amount and denied tenant's motion. Because tenant has already sought—and has been denied—relief through the proper procedural mechanism, we do not address any arguments concerning the amount of security.

III. Tenant was not deprived of procedural due process.

Tenant argues that she was deprived of due process because the eviction was unlawful, conducted under undisclosed procedural requirements, and subject to “accelerated enforcement.”

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. “Whether the government has violated a person’s procedural due process rights is a question of law that [appellate courts] review de novo.” *Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 632 (Minn. 2012). Appellate courts “conduct a two-step analysis to determine whether the government has violated an individual’s procedural due process rights.” *Id.* First, we “identify whether the government has deprived the individual of a protected life, liberty, or property interest.” *Id.* If an individual has been deprived of a protected interest, “the second step requires us to determine whether the procedures followed by the government were constitutionally sufficient.” *Id.* (quotation omitted). Procedural due process requires that a person have notice and “an opportunity to be heard at a meaningful time and in a meaningful manner.” *Id.* (quotation omitted).

Assuming without deciding that tenant properly preserved the procedural-due-process arguments she raises on appeal and that she was deprived of a protected property interest, our review of the record satisfies us that the eviction proceedings were constitutionally sufficient. An eviction proceeding is a “summary” procedure, *Nationwide Hous. Corp.*, 906 N.W.2d at 907, intended to “quickly determine the present right to possession of [the] premises,” *Univ. Cmty. Prop., Inc., v. Norton*, 246 N.W.2d 858, 860 (Minn. 1976). Once the district court issues an eviction summons, a hearing must be scheduled within 14 days. Minn. Stat. § 504B.321, subd. 1(c) (2024).

Here, landlord initiated eviction proceedings on November 21, the district court issued the eviction summons on December 9, and a hearing was set for December 23. The district court found that tenant was properly served with the eviction-action complaint, a finding tenant does not challenge on appeal. Tenant appeared at the December 23 hearing and asserted various defenses to eviction. Tenant cites no legal authority in support of her claim that she was deprived of procedural due process. And other than alluding to her arguments about section 504B.206 and the security amount, tenant does not explain, and the record does not reveal, how this eviction proceeding was “accelerated” in a manner that violated tenant’s due-process rights. *See Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971) (stating that an assignment of error based on “mere assertion” and not supported by argument or authority is forfeited unless prejudicial error is obvious on mere inspection). Because tenant had sufficient notice and “an opportunity to be heard at a meaningful time and in a meaningful manner,” *Sawh*, 823 N.W.2d at 632

(quotation omitted), tenant is not entitled to reversal based on her contention that she was deprived of her right to procedural due process.

Affirmed.