

STATE OF MINNESOTA
COUNTY OF _____

DISTRICT COURT
JUDICIAL DISTRICT
DIVISION: _____
CASE TYPE: _____

_____,
Plaintiff,

VERIFIED PETITION FOR
EMERGENCY RELIEF, LOCKOUT,
OR CONSTRUCTIVE LOCKOUT,
AND RELATED CLAIMS

v.

Pov. Law Form No. ER/LO-1 (Nov. 2017)

_____,
Defendant.

Case No. _____

_____ states upon oath:

- 1. This action is brought to obtain relief from the:
 - a. Emergency loss of essential services or facilities that Defendant(s) are responsible for providing, under Minn. Stat. § 504B.381 (formerly § 566.205), and/or
 - b. Lockout, constructive lockout, or removal of doors, windows, or locks, under Minn. Stat. § 504B.375 (formerly § 566.175).

2. I am the tenant with the right to live at the property at the following address:

_____ in _____ County.

3. The name, address and telephone number for the owner(s) of the property is/are _____.

4. The name, address and telephone number for the manager(s) of the property (if different from the owner) is/are _____.

5. On the following date, _____, I (we) began renting the property from the Defendant(s). The rent is \$ _____ per month and is due on the _____ day of each month.

6. I am requesting emergency relief from the court because of a loss of one or more of the following: utilities, facilities, occupancy, or other essential services that the building owner and manager are responsible for providing (check all that apply):

- heat running water hot water
- electricity sanitary facilities lockout
- removal of doors, windows, or locks
- privacy rights under Minn. Stat. § 504B.211
- other _____

7. The following facts and grounds demonstrate the existence of an emergency caused by the loss of essential services of facilities that Defendant(s) is/are responsible for providing, or a constructive lockout: _____

_____. Minn. Stat. §§ 504B.381 (formerly § 566.205), 504B.375 (formerly § 566.175).

8. For only lockouts and constructive lockouts claims under Minn. Stat. § 504B.375 (formerly § 566.175):

a. I am attaching the following documents, if any, which show that I have a right to live at the property: _____

_____.

b. The last date I was present at the property was _____.

c. No judgment and writ of restitution have been issued under Minn. Stat. § 504B.345 (formerly § 566.09) in favor of the owner and against me. Minn. Stat. § 504B.375 (formerly § 566.175).

d. Optional for treble damages: Defendant(s) has acted unlawfully and in bad faith by _____

Minn. Stat. §§ 504B.231 (formerly § 504.255), 557.08, 557.09).

9. For only emergency relief claims under Minn. Stat. § 504B.381 (formerly § 566.205):

a. Before presenting this Petition to the court, I made the following attempts to notify Defendant(s) of the intent of Plaintiff(s) to seek the emergency relief requested below: _____

_____.

I made these attempts on the following dates and times: _____
_____.

b. The above stated emergency was not the result of the deliberate or negligent act of omission of Plaintiff(s) or anyone acting under the direction of control of Plaintiff(s).

Additional Claims

10. Defendant(s) substantially violated my privacy. Minn. Stat. § 504B.211 (formerly § 504.183). Complete all that apply.

a. Defendant(s) violated my privacy rights on the following dates:

_____.

- b. Defendant(s) did not have a reasonable business purpose for entering the property: _____
_____.
- c. Defendant(s) did not make a good faith effort to give me reasonable notice under the circumstances before entering the property: _____
_____.
- d. Immediate entry onto the property was not necessary: _____
_____.
- e. Defendant(s) entered the property without prior notice and when I was not present, and did not give me written notice of the entry afterwards.

11. Defendant(s) failed to pay for utility services for which Defendant(s) were obligated to pay. Minn. Stat. § 504B.215 (formerly § 504.185): _____
_____.

12. Defendant(s) unlawfully terminated utility service. Minn. Stat. § 504B.221 (formerly § 504.26): _____
_____.

13. My city code requires landlords to have a rental license. Defendant(s) do/did not have a license and cannot collect rent for the period where Defendant(s) did not have a license. *Beaumia v. Eisenbraun*, No. A06-1482, 2007 WL 2472298 (Minn. Ct. App. Sep. 4, 2007) (unpublished, attached).

14. Defendant(s) rented condemned property. Minn. Stat. § 504B.204 (formerly § 504.245): _____
_____.

15. Defendant(s) failed to allow me to take possession of my personal property on the premises within 24 hours of my written demand given mailed on _____, exclusive of weekends and holidays, in violation of Minn. Stat. § 504B.271 (formerly § 504.24).

16. Other: _____

Requested Relief

I request that the Court order the following relief:

1. Emergency:
 - a. Defendant(s) shall remedy the emergency by _____, by doing the following: _____.
 - b. I may remedy the emergency and deduct the cost of such from the rent: _____.
2. Relocation: If I must reside off of the property,
 - a. Defendant(s) shall relocate me in an apartment/hotel/motel until the emergency is resolved, and that Defendant(s) prepay the charge for the hotel/motel.
 - b. Defendant(s) shall pay me relocation costs of \$ _____ for _____.
3. For only lockouts and constructive lockouts claims under Minn. Stat. § 504B.375 (formerly § 566.175):
 - a. The Sheriff of _____ County shall execute this Order by making a demand upon Defendant(s), if found, or the agent for Defendant(s) or other person in charge of the property, to take the action ordered by the Court.

- b. The Sheriff shall also serve this Order and the Verified Petition without delay upon Defendant(s) or the agent for Defendant(s) in the same manner as a summons is required to be served in a civil action in district court.
 - c. If Defendant(s) fails to comply with the demand, the Sheriff shall take whatever assistance may be necessary to immediately take the action ordered of Defendant(s) by the Court.
 - d. If Defendant(s) or the agent of Defendant(s) or other person in control of the property cannot be found and if there is no person in charge of the property detained so that no demand can be made, the Sheriff shall immediately enter into possession of the property and take the action ordered of Defendant(s) by the Court.
4. Repairs:
- a. Defendant(s) shall complete repairs and/or correct the problems with my housing.
 - b. If Defendant(s) does/do not complete repairs as ordered by the court,
 - I. I may complete repairs and/or correct the problems and deduct my costs from the rent.
 - ii. An administrator may take over operation of the property to complete repairs and/or correct the problems.
 - iii. A fine for Defendant(s) under Minn. Stat. § 504B.391 of \$250 for the first violation, \$500 for the second violation, and \$750 for the third violation and subsequent violations.
5. Tenant Privacy, Minn. Stat. § 504B.211 (formerly § 504.183):
- a. Rent abatement: *see* § 6.a.iv, *infra*.
 - b. Full rescission of the lease.

- c. Recovery of the security deposit of \$ _____. Minn. Stat. § 504B.178:
- d. Up to a \$100.00 civil penalty payable to me for each violation, for a total of \$ _____.
- 6. Rent abatement:
 - a. Retroactive (past) rent abatement:
 - I. For habitability violations under Minn. Stat. § 504B. 161 (formerly § 504.18) for \$ _____ per month for the months of _____.
 - ii. For condemned property under Minn. Stat. § 504B.204 (formerly § 504.245) for \$ _____ per month for the months of _____.
 - iii. For unlicensed property under *Beaumia v. Eisenbraun*, No. A06-1482, 2007 WL 2472298 (Minn. Ct. App. Sep. 4, 2007) (unpublished, attached). for \$ _____ per month for the months of _____.
 - iv. For privacy violations under Minn. Stat. § 504B.211 (formerly § 504.183) for \$ _____ per month for the months of _____.
 - b. Prospective (future) rent abatement in the amount of \$ _____ per month until the violations are remedied.
- 7. Other damages:
 - a. \$ _____ for consequential damages arising directly out of the failure of Defendant(s) to make repairs and maintain the premises according to health and housing codes, for _____.

- b. \$ _____ for the failure of Defendant(s) to pay for utility services for which Defendant(s) were obligated to pay. Minn. Stat. § 504B-.215 (formerly § 504.185).
 - c. \$ 500.00 or \$ _____ (3 times \$ _____) for Defendant(s) unlawfully terminating utility service. Minn. Stat. § 504B.221 (formerly § 504.26).
 - d. \$ 500.00 or \$ _____ (3 times \$ _____) for Defendant(s) unlawfully ousting or excluding me from the premises. Minn. Stat. §§ 504B.231 (formerly § 504.255), 557.08, 557.09.
 - e. \$ 500.00 or \$ _____ (3 times \$ _____) for Defendant(s) renting condemned property. Minn. Stat. § 504B.204 (formerly § 504.245).
 - f. Punitive damages of the greater of double damages of \$ _____ or \$1,000 in addition to actual damages of \$ _____. Minn. Stat. § 504B.271 (formerly § 504.24).
8. Judgment for Plaintiff(s) in the amount of \$ _____.
9. Reasonable attorney fees:
- a. Up to \$500.00. Minn. Stat. § 504B.425 (formerly § 566.25).
 - b. Additional fees:
 - I. Defendant(s) unlawfully ousted or excluded me from the premises. Minn. Stat. § 504B.231 (formerly § 504.255).
 - ii. Defendant(s) unlawfully terminated utility service. Minn. Stat. § 504B.221 (formerly § 504.26).
 - iii. Defendant(s) rented condemned property. Minn. Stat. § 504B.204 (formerly § 504.245).
 - iv. Defendant(s) failed to allow me to take possession of my personal property on the premises within 24 hours of my written demand given mailed on _____,

exclusive of weekends and holidays, in violation of Minn. Stat. § 504B.271 (formerly § 504.24).

- v. My lease began on or after August 1, 2011, or was renewed on or after August 1, 2012, it provides for attorney fees to the Defendant(s) or attorneys for the Defendant(s), so I am entitled to attorney fees if I prevail. Minn. Stat. § 504B.172.

10. Costs and Disbursements:
- a. \$200.00 under Minn. Stat. § 549.02.
 - b. The cost of filing a satisfaction of the judgment. *Id.*
 - c. Other costs and disbursements (e.g. court filing, service, subpoena, expert, document, and discovery fees). Minn. Stat. § 549.04.
 - d. If I am allowed to proceed *in forma pauperis*, order Defendant(s) to pay any fees waived, costs deferred, or expenses paid by the court (e.g., my filing fee) based on my *in forma pauperis* status directly to the court administrator. Minn. Stat. § 563.01, Subd. 10; *HNA Properties v. Moore*, 848 N.W.2d 238 (Minn. Ct. App. 2014).
 - e. Do not award costs and disbursements to Defendant.

11. Other relief: _____

12. Other relief as the Court deems just and proper.

16. Certifications

- a. Under Minn. R. Civ. P. 11, I certify that, to the best of my knowledge:
- I. this document is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;
 - ii. the claims, defenses, and other legal contentions therein are warranted by existing law or by a non-frivolous argument for the extension,

modification, or reversal of existing law or the establishment of new law;

- iii. the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery;
- iv. the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief; and
- v. this document does not include any restricted identifiers and that all restricted identifiers have been submitted in a confidential manner as required by Minn. R. Gen. Prac. 11.

I know that I may be fined or sanctioned by the court if this certification is false.

- b. Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct.

_____	_____
Date	Tenant/Tenant's Attorney or Agent
County and State Where Document Is Signed	_____
_____	_____
County	Address
_____	_____
State	Phone