

State of Minnesota

Hennepin

FILED

11 DEC 16 PM 3:43

BY \_\_\_\_\_ DEPUTY  
HENN CO. DISTRICT  
COURT ADMINISTRATOR

District Court

Judicial District: Fourth  
Court File Number: HC 27CV HC 11-7635  
Case Type: Housing

Trilogy Properties of MN LLC,

Plaintiff

**Eviction Action – Findings of  
Fact, Conclusions of Law,  
Order and Judgment  
(Minn. Stat. § 504B.285, 504B.345)**

vs.

Tamara Gilmer,

Defendant

This case came on for trial before the Honorable Linda J. Gallant, Referee of Housing Court, on December 16, 2011.

Douglas Turner, Esq., appeared for the Plaintiff, along with Josh Benson, owner.

Larry McDonough, Esq., appeared for Defendant, who was present.

### FACTS

1. This case involves the Defendant's tenancy at 3017 Irving Avenue North, Minneapolis; Defendant has a lease with Trilogy Properties of MN LLC for rental of the property at the monthly rate of \$1100; the Complaint alleged that the Defendant owed rent; the Complaint also alleged in relevant part that the Plaintiff had complied with the mandatory jurisdictional requirements of MSA 504B.181 by including the address information "in the lease."
2. Mr. Benson, owner of Trilogy Properties, testified in relevant part that the owner of the property is Mr. Brad Cartier; that Mr. Cartier has a rental license which is posted "in the kitchen cabinet." The Court received in evidence without objection Plaintiff's Exhibit #3, which verifies that the City of Minneapolis has issued a rental license for the property; the license is in the name of "Bradley A. Cartier" at an address in Forest Lake, Minnesota. The lease does not contain the name Bradley Cartier; the lease does not contain a street address for either the owner, Bradley Cartier, or the Plaintiff, Trilogy Properties of MN LLC.

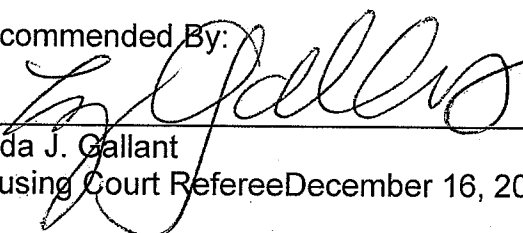
3. The Defendant made a motion for dismissal after the Plaintiff's case, based on failure of the Plaintiff to demonstrate compliance with the jurisdictional requirements of the statute, MSA 504B.181.
4. This Court has long interpreted the statute as requiring that a landlord must provide to a tenant, prior to initiating an eviction, a street address for either the owner or for a person authorized to accept service on behalf of the owner. A post office box is not sufficient. A purpose of the statute is to put the parties to a residential tenancy on equal footing as to each party's ability to sue, and serve, the other party. The tenant can not serve the landlord at a post office box. In this case, even were the Court to infer that the license posted in the kitchen cabinet has the name and address of Mr. Cartier, there is nothing from which the Court can infer that the Defendant either knew of the posted notice in the kitchen or, more critically, knew anything about the identity of Mr. Cartier. The lease does not refer to Mr. Cartier; the notices to the Defendant were from Trilogy Properties; the Lease refers to Trilogy Properties as "Landlord." The lease states that "[t]he owner of this property is: **Trilogy Properties PO Box 701 St Francis MN 55070.**" #26, p.4, Ex. 1. There is no reason for the Defendant to have known that Mr. Cartier is, in fact, the owner. There is no evidence that the Defendant was advised of a street address for Trilogy.
5. The Plaintiff has not demonstrated compliance with MSA 504B.181 and the case must be dismissed.

### ORDER

1. This case is DISMISSED WITHOUT PREJUDICE.
2. A copy of this Order shall be mailed to both counsel, who shall properly serve their clients.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Recommended By:

  
Linda J. Gallant

Housing Court Referee December 16, 2011

By the Court:

  
Judge

12/16/11  
Date

### JUDGMENT

THE FOREGOING SHALL CONSTITUTE THE  
JUDGMENT AND JUDGMENT ROLL OF THE COURT.

MARK S. THOMPSON, COURT ADMINISTRATOR

ENTERED \_\_\_\_\_

BY \_\_\_\_\_

DEPUTY