

Marascuilo, Jimmy  
Nov 30 2020 1:09 PM

State of Minnesota  
Ramsey County

District Court  
Second Judicial District

File Number: **62-HG-CV-20-624**

Jennifer Benolken vs [REDACTED]

## Decision and Order

This case was heard by the undersigned Judge of District Court on 11/25/2020.

Parties and Participant(s) Present:

Daniel Asidu, Esq.; Jennifer Benolken, Plaintiff, present

Caitlin Guilford, Esq.; Tatika Williams, Defendant, present

Additional Parties Present:

THE COURT FINDS AND ORDERS THAT:

☐ the allegations of the complaint are ☐ true / ☐ not true.

☐ the tenant has breached lease as follows: .

☐ the parties have reached a settlement as follows: ; OR per settlement agreement filed into the court today. This agreement shall be incorporated into this order.

☐ upon compliance and filing of affidavit this case may be expunged.

☐ the statutory covenants of habitability have been breached as follows: ; OR

☐ Dismissed ☐ for non-appearance / ☐ by motion / ☐ for payment.

☒ other: Plaintiff has not met her burden. Under Executive Order 20-79 there is a moratorium on evictions, including hold over evictions. The only relevant exceptions to the moratorium are where a tenant seriously endangers other tenants' safety or significantly damages the subject property. Plaintiff alleges Defendant [REDACTED] caused significant damage to the subject property. Plaintiff offered evidence of minor damage to the subject property during the time Defendant has lived there, including a refrigerator handle missing, a kitchen sink handle being inverted, and dog feces being found in the subject property on one occasion. Plaintiff also offered evidence of potentially significant damage to the subject property, including credible testimony of damage to doors in the subject property and that some flooring in the subject property needs to be replaced. However, there is no evidence in the record to show the expected or incurred expense of repairing the damaged doors and flooring, or to show the extent of that damage. Defendant provided Plaintiff with a damage deposit, but Plaintiff offered no evidence that the damage to the subject property exceeds the amount of the damage deposit. There is no evidence that Defendant intentionally or willfully damaged the subject property. Because the scope of the damage to flooring and doors in the subject property is unclear, Plaintiff has not proven Defendant caused significant damage to the property. Plaintiff has proven that Defendant's unit is not kept clean, and that Defendant kept dogs on the property for several months in violation of the lease terms, however this does not rise to the level of the narrow exception to the moratorium. Plaintiff has failed to meet her burden..

☐ Plaintiff is entitled to recovery of the property plus filing fees and service costs paid for this court action.

THE WRIT OF RECOVERY:

☐ issued immediately

☐ issued after

☐ children/other hardship

☐ issued if any of the above settlement conditions are not met

The foregoing shall constitute the entry of the order of the Court.

☒ Let Judgment Be Entered Accordingly.

Dated: 11/25/2020



Nelson, Laura (Judge)  
Nov 28 2020 11:59 AM

\_\_\_\_\_  
Recommended by Referee

\_\_\_\_\_  
Judge of District Court  
Laura Nelson

I hereby Certify that the above Order Constitutes the entry of Judgment of the court.

Michael F. Upton, Court Administrator

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date