

State of Minnesota
Ramsey County

District Court
Second Judicial District

File Number: **62-HG-CV-21-195**

Naomi English vs. [REDACTED]

Decision and Order

This case was heard by the undersigned Judge of District Court on August 4, 2021.

Parties and Participant(s) Present:

Naomi English, Plaintiff, present.

Defendant failed to appear.

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: Defendant/tenant [REDACTED] entered into a month-to-month lease with Plaintiff/landlord Naomi English on February 15, 2021, for rental of the upstairs unit at 1667 Hubbard Avenue, St. Paul, MN 55104 (the "Subject Property"). On July 6, 2021 Ms. English filed an eviction complaint against Mr. [REDACTED] alleging that Mr. [REDACTED] had not paid his July rent, was repeatedly drunk at the Subject Property, and had used controlled substances at the Subject Property. The trial in this matter was August 4, 2021. Mr. [REDACTED] failed to appear at trial. Ms. English testified at trial that Mr. [REDACTED] has materially breached his lease by: (1) often making loud noises throughout the night in violation of the lease para. 11G, which states that "Tenant shall not unreasonably disturb the peace and quiet of others;" (2) repeatedly being drunk at the Subject Property; (3) leaving the door to the Subject Property unlocked, endangering Plaintiff and her family who live in the downstairs unit at the Subject Property, potentially in violation of lease para. 11J ("Tenant shall not use the Premises in any way that is unlawful, illegal, or dangerous"); and (4) by smoking cigarettes inside the Subject Property in violation of lease para. 34, which forbids Defendant from smoking on the premises. While Ms. English alleged generally in her eviction complaint that Mr. [REDACTED] used controlled substances at the Subject Property, she did not testify at trial or provide any evidence in support of this allegation. Likewise Ms. English alleged generally at trial that Mr. [REDACTED] had left the Subject Property dirty, and that Mr. [REDACTED] had potentially harmed the Subject Property, but Ms. English did not testify or present any evidence in support of these allegations either.

2021 Minn. Sess Law ch 8, art. 5 governs the phaseout of Minnesota's COVID-19 eviction moratorium. Under the phaseout residential evictions are subject to restrictions and allowed on a staggered timeline. Per the phaseout, as of June 30, 2021, landlords can file evictions where (1) the tenant has seriously endangered the safety of others or significantly damaged the property or (2) for violations under Minnesota Statutes, section 504B.171, subdivision 1. As of June 30, 2021, landlords can terminate/non-

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renew leases for the reasons listed above as well as for material violations of the lease other than nonpayment of rent. As of July 14, 2021, landlords can file evictions for material violations of the lease other than nonpayment of rent. As of August 13, 2021, landlords can terminate/non-renew leases for nonpayment of rent where the tenant is ineligible for COVID-19 emergency rental assistance. As of September 12, 2021, landlords can file evictions for nonpayment of rent where the tenant is ineligible for COVID-19 emergency rental assistance. On October 12, 2021, landlords can terminate or file evictions for any legal reason, with the proper notice, except if a tenant has a pending application for COVID-19 emergency rental assistance.

Ms. English filed her eviction complaint on July 6, 2021, alleging material breach of the subject lease. Per 2021 Minn. Sess Law ch 8, art. 5 sec. 2(2)(iii) Minnesota landlords cannot file evictions for material violations of the lease other than nonpayment of rent until July 14, 2021. Because Ms. English filed her eviction complaint alleging material breach before July 14, 2021, relief cannot be granted to Ms. English on the basis of the alleged material breaches. Accordingly, the only question for the Court is whether there is any other basis on which Ms. English's requested relief could be granted. Ms. English's eviction complaint could be granted if Ms. English proved that Mr. [REDACTED] had violated Minn. Stat. § 541B.171, which, among other things, provides that tenants will not allow the use of controlled substances on the premises. While Ms. English alleged in her complaint that Mr. [REDACTED] used controlled substances in the Subject Property, Ms. English did not provide any evidence or testimony to support this allegation. Accordingly, there is no basis to grant Ms. English's requested relief, so IT IS ORDERED THAT Plaintiff's complaint is dismissed with prejudice.

☐ 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: August 5, 2021



Nelson, Laura (Judge)
Aug 5 2021 11:14 AM

Recommended by Referee

Judge of District Court
Laura E. Nelson

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

Michael F. Upton, Court Administrator

Deputy

Date

Judgment
I hereby certify the foregoing order
constitutes the Judgment of the Court

Court Administrator
Anna Vue, Deputy Clerk

Vuc, Anna
Aug 5 2021 11:36 AM