

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT

COUNTY OF HENNEPIN

DISTRICT COURT

██████████, Plaintiff/Tenant,
vs.
Lawrence Belmore,
Defendant/Landlord.

**INTERIM ORDER ON PETITION FOR
EMERGENCY RELIEF UNDER
MINNESOTA STATUTE § 504B.381
AND FOR POSSESSION OF
RESIDENTIAL RENTAL PROPERTY
FOLLOWING UNLAWFUL REMOVAL
OR EXCLUSION (LOCKOUT)
PETITION UNDER MINNESOTA
STATUTE § 504B.375 AND
SCHEDULING ORDER**

Court File: 27-CV-HC-20-1584

This matter came on for court a remote hearing before the Honorable Tiffany Sedillos, Referee of District Court, on September 9, 2020.

Plaintiff did appear and was represented by legal counsel, namely: Evan Gelles. Plaintiff may hereinafter be referred to as Tenant.

Defendant did appear along with property manager, Jeremy Hover. Defendant may hereinafter be referred to as Landlord.

Based upon the verified petition, testimony, evidence, and arguments presented, and all of the files, records, and proceedings, the Court makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The property is located at 2826 Humboldt Ave. N., Minneapolis, Hennepin County, Minnesota 55411 ("Property").
2. Plaintiff is a residential Tenant at the property.
3. The name and address of the Landlord is Lawrence Belmore, 11940 Mississippi Dr. N., Champlin, Minnesota, 55316.
4. Landlord is the owner of the Property.
5. Tenant filed a petition for relief under Minnesota Statutes sections 504B.381 and 504B.375. Tenant alleged that there was an emergency caused by the loss of essential services of

facilities that Defendant is responsible for providing, and a constructive lockout, because she had not been able to use the Property since August 23, 2020, due to severe habitability issues.

6. Plaintiff does state that the emergency is not the result of the deliberate act or omission of the residential tenant residing at the Property or anyone acting under their control.

7. Tenant does state in her petition that Tenant attempted to notify Landlord of the intent to seek emergency relief at least 24 hours before filing the Petition.

8. The Court has not issued an eviction judgment and writ of recovery in favor of Landlord and against Tenant.

9. Landlord's property manager, Jeremy Hover, testified that the Tenant was staying in the Property based on an oral lease agreement and that rent is \$1,400/month. Mr. Hover testified that Tenant was forced to move out of the Property on approximately August 24, 2020, after his contractor went over to the property and reported back about severe mold issues in the Property. Mr. Hover testified that the Property is currently uninhabitable due to repair issues and there is no estimated completion date for the repairs due to the extensive nature of the repairs needed.

10. Mr. Hover further testified that Landlord paid for the first seven days of a hotel room for Tenant from August 24, 2020 to August 31, 2020 at a cost of \$443.80. Mr. Hover further testified that he offered to pay for additional days in the motel but only if Ms. [REDACTED] would agree to "move out" of the Property with a 30 days' notice of lease termination. Mr. Hover testified that Ms. [REDACTED] has paid for the hotel room from September 1, 2020 onward.

11. Ms. [REDACTED] credibly testified that she has continued to reside at the Motel 6 and has paid for the costs of the room herself. She has not paid rent for the month of September 2020.

12. Tenant is not able to pay monetary security.

13. The Court finds that there is an emergency at the Property involving the loss of running water, hot water, heat, electricity, sanitary facilities, or other essential services or facilities that the Landlord is responsible for providing.

14. The Court further finds that Tenant has been actually or constructively removed from the Property by Landlord and that the removal was unlawful.

ORDER

1. Tenant's request for emergency relief is **GRANTED** as set forth below.

(1) Landlord shall immediately begin working on the necessary repairs needed to make the Property safe and habitable, including repair of all water leaks, foundation issues, and mold remediation. Landlord shall get an estimated completion date for the work from his contractor and provide it to Tenant's attorney and the Court prior to the September 17, 2020 trial.

- (2) On or before, September 14, 2020, Landlord shall pay directly to Motel 6 in Brooklyn Center, MN an amount of \$443.80 (or whatever the cost is for a 7 night stay) for Tenant's hotel room. Landlord shall continue to pay \$443.80 (or the cost of a 7 night stay) to the Motel 6 in Brooklyn Center, MN every Sunday until further order of the Court. Landlord may elect to pay in advance for a longer period of time than 7 nights but not a shorter period of time.

2. **If Defendant violates this Order, Defendant shall be fined \$250.00** under Minnesota Statutes section 504B.391.

3. DAMAGES HEARING: The Clerk of Court is directed to schedule a Zoom trial on **September 17, 2020 at 9:00 am.** **Failure to attend the trial may result in a default judgment entered in the appearing party's favor. Both parties and their witnesses may appear at the trial either by video or by telephone.** *Any party may appear for the hearing in person and should report to the main Housing Court office at C-3 Government Center, 300 South Sixth Street, Minneapolis, MN, 55487, for courtroom assignment at least 15 minutes prior to the hearing.*

4. ZOOM INFORMATION: For remote access the parties and their witnesses can access the hearing either by navigating to website link below or using the Zoom App, and connecting to the hearing via computer or smartphone, or by calling the number below and connecting to the hearing through phone:

Website:

www.zoomgov.com

Meeting ID: 161 803 0184

Password: 552640

Telephone Call-in:

1-833-568-8864

Meeting ID: 161 803 0184

Password: 552640

Parties may get more information on accessing Zoom hearings on the Court's website: <http://www.mncourts.gov/Remote-Hearings.aspx>. The Clerk of Court may be contacted by telephone 612-348-5882 for difficulties with accessing the hearing via Zoom on the day of the hearing.

5. TRIAL PRETRIAL DOCUMENT EXCHANGE: The parties shall provide to each other informal discovery by **September 15, 2020 by 5:00 p.m.**, including but not limited to the following: a list of witnesses, with phone numbers and addresses, and the subjects about which they will testify, and copies of exhibits (documents, photographs, videos, etc.) to be introduced at trial.

6. PROPOSED EXHIBITS: If a party will appear at the trial, in person, they shall bring enough copies of all exhibits to Court for the Referee, the Clerk, and for any other party that will be in attendance in person. All audio or video exhibits need to be able to be left with the court, for example voicemails need to be downloaded to a disc that can be given to the court. If a party


has any exhibits such as audio or video that need to be played during the trial the party needs to bring a device (such as a laptop) to Court to play the recording. If a party is **NOT** going to appear at court but rather remotely, one copy of all the exhibits must be sent to 4thRefereeSedillosChambers@courts.state.mn.us by 12:00 p.m. the day before the hearing.

7. The Clerk of Court shall serve/e-serve a copy of this Order on all parties or their attorneys as appropriate.

☐ **LET JUDGMENT BE ENTERED ACCORDINGLY**

Recommended by:

Approved by the Court:

 2020.09.10
12:46:06 -05'00'

Tiffany Sedillos
District Court Referee



District Court Judge
Dated: Sep 10, 2020

Judgment

I hereby certify that the above Order constitutes the entry of Judgment of the Court.

Dated: _____

By: _____
Deputy Court Administrator