

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT

COUNTY OF HENNEPIN

DISTRICT COURT

██████████,
Plaintiff,

vs.

Krey Construction, LLC,
Defendant.

**INTERIM ORDER ON PETITION FOR
POSSESSION OF RESIDENTIAL
PROPERTY FOLLOWING UNLAWFUL
REMOVAL OR EXCLUSION (LOCK
OUT) PETITION UNDER MINNESOTA
STATUTE § 504B.375**

Court File: 27-CV-HC-20-1527

This matter came on for a remote hearing before the Honorable Tiffany Sedillos, Referee of Housing Court on August 11, 2020.

Plaintiff appeared in person and was represented by counsel, Jeffer Ali, Esq.

Defendant appeared through counsel, Scott Swanson, Esq.

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 an address identified in the verified Petition, 1147 North Seventh Street, Apt. E204, Minneapolis, MN 55411 (the “Property”).

2. Plaintiff claims she is a “residential tenant[s]” at the Property, as defined at Minnesota Statutes section 504B.001, subdivision 12. Plaintiff states Plaintiff began renting the Property on February 4, 2017 and pays \$725 in rent each month. The parties had a written month-to-month lease agreement which began in February 2017. Aff. of Krey, Ex. A.

3. Defendant admits that it is the “Landlord” of the Property, as defined at Minnesota Statutes section 504B.001, subdivision 7.

4. Plaintiff claims she has been actually and unlawfully removed or excluded from the Property since the locks were changed by the Landlord on July 28, 2020.

5. Defendant filed an Answer and two affidavits in response to the petition. Affiant Cheryl Krey, an agent of Defendant, attached a lease agreement and a rent ledger for the Plaintiff to her affidavit. Aff. of Krey, Ex. A and B. Defendant admits to changing the locks on the Property but asserts an affirmative defense that the unit was abandoned.

6. Ms. [REDACTED] credibly testified under oath that she did not intend to abandon the unit and was living in the property on July 28, 2020.

7. In July 2020, there was an eviction moratorium in place pursuant to the Governor's Executive Orders 20-14 and 20-73, which suspended a landlords' ability to terminate residential leases or file an eviction action for non-payment of rent. Currently, Executive Order 20-79 suspends eviction actions based on non-payment of rent. There has been no eviction action filed by Landlord against Tenant and no judgment has been entered.

8. It does appear from the specific grounds and facts stated in the verified petition and in the Defendant's Answer and affidavits, and Ms. de la Rosa's testimony, that Plaintiff was a residential tenant and was actually removed from the Property when Defendant changed the locks. The Court is scheduling this matter for further proceedings on the issues of Defendant's affirmative defense of abandonment and damages.

9. In unlawful lockouts or unlawful exclusion of property, Tenant **may** be entitled to the following relief under Minnesota law:

- a. Treble damages and attorneys' fees under Minn. Stat. § 504B.231.
- b. A civil penalty of up to \$1,000.00, actual damages and attorney fees under Minn. Stat. § 504B.271.

ORDER

1. Tenant's request for interim relief is **GRANTED** as follows:

a. Landlord shall allow Tenant to immediately move back into the Property and return Tenant's personal property that is currently in storage.

b. If necessary, the Sheriff is ordered to execute this order immediately by making a demand for possession on the Defendant, if found, or the Defendant's agent or other person in charge of the premises. If the Defendant fails to comply with the demand, the officer shall take whatever assistance may be necessary and immediately place the Plaintiff in possession of the premises. If the Defendant or Defendant's agent, or other person in control of the premises cannot be found and if there is no person in charge, the officer shall immediately enter into and place the residential Plaintiff in possession of the premises.

2. The parties are ordered to appear for an evidentiary trial on this matter on **August 24, 2020**, at **1:30p.m.** to address the defense of abandonment raised by Landlord and damages. The hearing in this matter will be held remotely through Zoom. The parties 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 via phone:

Website or App:

www.zoomgov.com
Meeting ID: 161 789 8473
Password: 734775


Telephone Call-in:
1 833 568 8864
Meeting ID: 161 789 8473
Password: 734775

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.

3. The Plaintiff shall not be required to deposit money with the Court as security. The Court finds that not requiring a deposit is appropriate under the circumstances for payment of all costs and damages the landlord may sustain if the order is subsequently found to have been obtained wrongfully. In determining the appropriateness of security, the Court considered the Plaintiff's ability to afford monetary security. (Minn. Stat. § 504B.375, subd. 1(d)).

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

Recommended by:

 2020.08.11
14:35:58 -05'00'

Tiffany Sedillos
District Court Referee

Approved by the Court:



District Court Judge

Dated: Aug 11, 2020