

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT

COUNTY OF HENNEPIN

DISTRICT COURT

██████████, Plaintiff,
vs.

**ORDER DENYING SUMMARY
JUDGMENT**

People Serving People Charities, Inc.,
Defendant.

Court File: 27-CV-HC-21-267

This matter came on for a motion hearing before Melissa Houghtaling, Referee of District Court, on May 25, 2021.

Plaintiff is represented by Luke Grundman, Esq. Defendant is represented by Debra Weiss, Esq.

Based upon all of the files, records, and proceedings, the Court makes the following:

ORDER

1. Defendant's motion for summary judgment is DENIED.
2. The attached Memorandum is incorporated herein.
3. Attorneys for the parties shall contact the Court Administrator for a trial date.
4. 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: Date:

Approved by the Court:

Melissa J. Houghtaling 2021.08.04
16:05:04
Melissa J. Houghtaling
District Court Referee

Todd L. Baer
District Court Judge
Dated: Aug 04, 2021

JUDGMENT

I Hereby Certify that the above Order
Constitutes the Entry of Judgment of the Court
Sarah Lindahl-Pfeiffer, Court Administrator

By *K. Koser*
Aug 05, 2021

MEMORANDUM

Plaintiff filed a Petition for Lockout against Defendant. Defendant filed a Motion for Summary Judgment asserting Plaintiff is not a “residential tenant”, the premises is not a “residential building,” and there is no “landlord-tenant relationship as a matter of law.”

The Court’s function on a motion for summary judgment is not to decide issues of fact, but solely to determine whether genuine factual issues exist. *DLH, Inc. v. Russ*, 566 N.W.2d 60, 70 (Minn. 1997). Summary judgment is appropriate “when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that either party is entitled to a judgment as a matter of law.” *Southcross Commerce Ctr., LLP v. Tupy Properties, LLC*, 766 N.W.2d 704, 707 (Minn. Ct. App. 2009).

Undisputed Facts

Plaintiff occupied 614 South Third Street, Minneapolis, Minnesota from the end of January 2021 until mid-May 2021. Defendant is the owner of the building located at 614 South Third Street, Minneapolis, Minnesota (hereinafter “Shelter”). The building is used for a temporary shelter operation and is leased to People Serving People, Inc. (“PSP”). The Shelter consists of 99 hotel-style emergency shelter units.

On January 25, 2021, Plaintiff took possession of one of the Shelter units and signed an “Explanation of Family Shelter Policy” which states “[a]s of 01/25/2021, you will be responsible for contributing toward your family’s shelter needs. Any CASH benefits issued during you[sic] shelter stay will be vendored to pay shelter costs. If you receive income such as wages, SSI, RSDI, etc., this money also has to be paid toward your shelter costs.” The “Release of Information & Confidentiality Statements” provide in part “[you] are responsible for knowing when to re-voucher and/or **self-pay**”. (Emphasis added). MNCIS Doc 15.

On May 6, 2021, Plaintiff was restricted from the Shelter for three (3) days and filed this Lockout Petition as a result. Plaintiff was re-admitted to the Shelter on May 12, 2021.

Analysis

Plaintiff filed a Lockout Petitioner under Minn. Stat. § 504B.375, which “applies to actual or constructive removal or exclusion of a residential tenant . . .” A “residential tenant” is defined as a “person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services...” Minn. Stat. § 504B.001, subd. 12.

A “residential building” is a building used in whole or in part as a dwelling, including single-family homes, multiple-family units such as apartments, and structures containing both dwelling units and units used for nondwelling purposes. Minn. Stat. § 504B.001, subd. 11

(2020). While “dwelling” is not defined by Minn. Stat. chapter 504B, generally, a “dwelling”¹ is “a building, a part of a building, a tent, a mobile home, or another enclosed space that is used or intended for use as a human habitation.” DWELLING-HOUSE, Black's Law Dictionary (11th ed. 2019). Dwelling is defined by the Minneapolis Code of Ordinances as “A building, or portion thereof, containing one (1) or more dwelling units, designed or used exclusively for human habitation.” MCO 520.160. The Shelter is a residential building.

The “Explanation of Family Shelter Policy” requires Plaintiff to “contribute toward [her] family’s shelter needs” including but not limited to “wages, SSI, or RSDI”. Additionally, Plaintiff had to sign agreements, rules, and policies which could be referred to as “contracts” to occupy one of the Shelter units. Accordingly, Plaintiff is a residential tenant.

A “landlord” is an “owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.” Minn. Stat. § 504B.001, subd. 7 (2020). Defendant is the owner of the property and is a landlord.

This motion for summary judgment is distinct from that asserted in *Givens v. St. Stephen’s Human Services*, 27-CV-HC-21-190 (4th Dist. Ct. May 6, 2021) in that the Court found it was undisputed that the Givens “did not allege that they agreed to pay”, “did not allege that they were asked to pay,” and “did not pay for their stay at the Hotel. Additionally, **no payments** or exchange of services **were linked to or associated with [the Givens]**, as Defendant pays for a block of rooms at the Hotel regardless of who stays in them.” *Id.* (Emphasis added.). The Court in *Givens* found that because the Plaintiffs were not residential tenants summary judgment was appropriate and conducted no further factual inquiry or legal analysis.

Defendant’s motion for summary judgment is denied.

M.J.H.

¹ A ‘dwelling house’ or ‘dwelling’ has been defined in connection with the crime of arson as any house intended to be occupied as a residence, or an enclosed space, permanent or temporary, in which human beings usually stay, lodge, or reside. If a building is not used exclusively as a dwelling, it is characterized as a dwelling if there is internal communication between the two parts of the building. Dwellings include mobile homes and a boat, if the person resides on it.” 5 Am. Jur. 2d Arson and Related Offenses § 13, at 789 (1995). DWELLING-HOUSE, Black's Law Dictionary (11th ed. 2019).