

STATE OF MINNESOTA

FOURTH JUDICIAL DISTRICT

COUNTY OF HENNEPIN

DISTRICT COURT



Plaintiff/Tenant,

vs.

Dirbwerk Yimer,

Defendant/Landlord.

**DECISION AND ORDER ON PETITION  
FOR EMERGENCY RELIEF UNDER  
MINNESOTA STATUTE § 504B.381 AND  
SCHEDULING HEARING****Court File: 27-CV-HC-20-1460**

This matter came on for a hearing before Tiffany Sedillos, Judicial Referee, on July 27, 2020.

Plaintiff did appear remotely and was represented by legal counsel, namely: Sarah Pederson, Esq. and Madeline Sheehy, certified student attorney. Plaintiff may hereinafter be referred to as Tenant.

Defendant did appear remotely and was represented by legal counsel, namely: Christopher Huntley, Esq. Defendant may hereinafter be referred to as Landlord.

Interpreter, Meti Mossisa did appear remotely via Zoom.

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

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. The real property identified in the Petition (the “Property”), 2105 5th Avenue South, Minneapolis, MN, 55404, is in Hennepin County.

2. Plaintiff is “residential tenant” (as defined by Minn. Stat. § 504B.001, subd. 12) residing at the Property or other proper party to bring this action.

3. Defendant is the “landlord” as defined by Minnesota Statutes section 504B.001, subdivision 7. The parties agree that they entered into an oral lease agreement approximately four years ago for Tenant to rent a room at the Property.

4. On July 10, 2020, Tenant filed an Emergency Tenant Relief Action pursuant to Minnesota Statutes section 504B.381, alleging that Landlord failed to fix the air conditioner which was an essential service that the landlord is responsible for providing.

5. On July 20, 2020, the Court ordered that Landlord fix the air conditioner on or by July 22, 2020.

6. The Court set this matter for a Compliance Hearing on July 23, 2020. The Court issued an Order on July 24, 2020, and found that Landlord was in substantial compliance with the Court's prior order, however, at the time of hearing, the air conditioner at the Property was once again not working.

7. Landlord has since repaired the air conditioner and is in compliance with the Court's repair order.

8. At the hearing on July 27, 2020, the Court took testimony from the parties related to the requests for relief in the petition under Minnesota Statutes section 504B.425.

### **Rent**

9. Tenant testified that he has paid rent in the amount of \$450.00/month and is current with the rent. Tenant testified that he has always paid his rent in cash and was never given a receipt for the payments. Specifically, Tenant testified that the Landlord would come to the property or to his work on the 1<sup>st</sup> of the month to collect the rent and that he would use cash from his work as a barber to pay the rent. Tenant testified the Ms. Yimer came to the property and collected the July 1, 2020 rent. Tenant could not provide any documentary proof of rent payments.

10. Landlord testified she gave Tenant a notice to vacate in December 2019 and in June 2020. Landlord testified that prior to March she would go to the property to collect rent in cash and did not give receipts to the Tenant. Landlord admitted that since March 2020 she has not had a rental license for the property. Landlord testified that the last time Tenant paid rent was for February 2020 and that based on the conduct of tenants when she moved into the basement of the Property she was afraid for her safety and has not tried to pick up rent.

11. The Court took judicial notice of the fact that Landlord filed an eviction action on June 19, 2020. Court File No. 27-CV-HC-20-1408. The original eviction complaint did not name Mr. [REDACTED] as a defendant. An amended complaint was filed on July 17, 2020 which added Mr. [REDACTED] as defendant. The eviction case was filed in violation of the Governor's Executive Order 20-14 and therefore a summons has not been issued.

12. Betelhem ("Beth") Mekuria, Landlord's daughter, testified that she filled out the eviction complaint for her mother, she misunderstood the form and did not include Mr. [REDACTED] as a defendant. She also testified that in the eviction complaint they were only requesting rent for May and June in the eviction case because Landlord had agreed to waive rent for April and March if the tenants moved out. Ms. Mekuria testified that she did not believe that Tenant had paid rent for June or July because when she has gone to the property with her mother, her mother waited in the car and she knocked on the door and no one answered. Ms. Mekuria also testified that her mother has text messages that she sent to Tenant requesting rent.

13. The Court finds that the issue of whether rent was actually paid and/or was due and owing to Landlord is outside of the scope of this proceeding under Minnesota Statutes section 504B.381 and will likely be the subject of the litigation in Case No. 27-CV-HC-20-1408. The Court makes no findings about whether Tenant paid rent since March and/or whether rent was due to Landlord.

### **Air Conditioning**

14. Tenant credibly testified that the air conditioning was not working in April and that he told Landlord on April 28, 2020 that it was not working. Tenant credibly testified that initially Landlord agreed to fix the air conditioner but later said she would not fix it and that the Tenants needed to move out. In June when the temperature started getting hot Tenant credibly testified that he called the City of Minneapolis and on June 16, 2020 the City ordered Landlord to fix the air conditioner by June 23, 2020. Tenant credibly testified that during this time his attorney at Legal Aid also asked Landlord to fix the air conditioner but she did not fix it.

15. Tenant credibly testified that because of his health conditions including asthma, he needed to sleep outside in the yard at the Property for ten days because it was too hot inside the Property and was causing him difficulty breathing.

16. The Court finds that Tenant is entitled to relief under Minnesota Statutes section 504B.381, due to the emergency loss of other essential service that the landlord is responsible for providing, namely air conditioning.

17. The Court finds that the breakdown of the air conditioner was not the result of any deliberate or negligent action taken by Tenant towards the air conditioner.

18. The Court finds that Landlord deprived Tenant of the beneficial use and enjoyment of the Property for a 37 day period from June 16 to July 23, 2020 when the air conditioner was not working.

19. The Court sets the percentage of rent abatement at 100% for the 10 day period in which Tenant was forced out of the Property because of the extreme heat. For the remainder of the period, the 27 days during which the air conditioner was not working, the Court sets the percentage of rent abatement a 20%, as Tenant was able to stay in the property but his beneficial use was diminished by the lack of air conditioning.

### **ORDER**


1. Tenant's request for emergency relief is **GRANTED** as set forth in the order below.
2. Pursuant to Minnesota Statutes section 504B.381, subdivision 5, Landlord shall give a rent credit to Tenant for the days when the air conditioner was not working as a rent refund or credit in the amount of \$147.90 (10 days at \$14.79/day) and \$79.92 (27 days at 20% of the rent \$2.96/day), for a total of **\$227.82**.

3. SERVICE: The petitioner shall serve the order on the landlord personally or by mail as soon as practicable pursuant to Minnesota Statutes section 504B.381, subdivision 5.

4. Service of Order: The Clerk of Court shall either deliver in person or mail a copy of this Order by first class mail to the parties.

**Let Judgment Be Entered Accordingly**

Recommended by:

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Tiffany Sedillos  
Referee of District Court

Approved by the Court:



District Court Judge  
Dated: Aug 11, 2020

**Judgment**

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

Dated: Aug 11, 2020

By:   
Deputy Court Administrator