



**B. TYPE OF TENANCY OR OCCUPANCY**

- 1.  Private term lease.
- 2.  Private month-to-month or periodic tenancy.
- 3.  Foreclosed mortgage or canceled contract for deed.

**C. SERVICE**

- 1.  Minn. Stat. § 504B.331 (formerly § 566.06) requires strict compliance in service, not merely substantial compliance. *Color-Ad Packaging, Inc. v. Kapak Industries, Inc.*, 285 Minn. 525, 526 n.1, 172 N.W.2d 568, 569 n.1 (1969), overruled on other grounds by *In re Lake Valley Twp. Bd., Traverse Cnty. v. Lewis*, 305 Minn. 488, 234 N.W.2d 815 (1975); *Bloom v. American Express Co.*, 222 Minn. 249, 253, 23 N.W.2d 570 (1946); *Koski v. Johnson*, 837 N.W.2d 739 (Minn. Ct. App. 2013); *Nieszner v. St. Paul Sch. Dist. No. 625*, 643 N.W.2d 645, 649–50 (Minn. Ct. App. 2002).
- 2.  The summons and complaint (court papers) were not delivered or mailed at least seven days before the court hearing. Minn. Stat. § 504B.331 (formerly § 566.06).
- 3.  The court papers were delivered on a legal holiday. Minn. Stat. § 645.44.
- 4.  The person who delivered the court papers is the named-Plaintiff, or is another person who is not wholly disinterested in the case. Minn. R. Civ. P. 4.02; *Lewis v. Contracting Northwest, Inc.*, 413 N.W.2d 154, 155 (Minn. Ct. App. 1987).
- 5.  Plaintiff improperly used substituted service to give the court papers to another person and not me. Minn. Stat. § 504B.331 (formerly § 566.06); *Koski v. Johnson*, 837 N.W.2d 739 (Minn. Ct. App. 2013) (strict compliance required).
  - a.  Plaintiff could have found me in the county.
  - b.  The person does not reside with me.
  - c.  The person is not of suitable age and discretion.
  - d.  The person was not at my residence when the court papers were delivered.
- 6.  Plaintiff improperly used service by mail and posting. Minn. Stat. § 504B.331 (formerly § 566.06); *Koski v. Johnson*, 837 N.W.2d 739 (Minn. Ct. App. 2013) (strict compliance required).
  - a.  Plaintiff could have found me in the county.
  - b.  Plaintiff did not try personal service twice on different days, once between 6:00 p.m. and 10:00 p.m.
  - c.  Plaintiff mailed the court papers before attempting personal service twice on different days.
  - d.  The court papers were mailed but not posted, or posted but not mailed.
  - e.  Plaintiff posted the court papers before mailing the court papers or filing the affidavit of mailing.
  - f.  Plaintiff or Plaintiff's attorney did not sign the affidavit of mailing.
  - g.  Plaintiff or Plaintiff's attorney did not sign the affidavit of Plaintiff stating I could not be found or was not in the state.

7.  Hennepin and Ramsey Housing Courts: Plaintiff failed to file affidavits of service by 3:00 p.m., three days before the hearing, excluding intervening Saturdays, Sundays or legal holidays. Minn. Gen. R. Prac. 605.
8.  Plaintiff filed an expedited case. The court papers were not served within 24 hours after the summons was issued. Minn. Stat. § 504B.321 (formerly § 566.05).
9.  Other: \_\_\_\_\_.

**D. PRECONDITIONS FOR RECOVERY OF THE PREMISES**

1.  Plaintiff is not the person entitled to possession of the building or an authorized management agent.
  - a.  Minn. Stat. § 481.02, subd. 3(13).
  - b.  Hennepin and Ramsey Housing Courts: Minn. Gen. R. Prac. 603.
2.  The person appearing on behalf of Plaintiff does not have a proper Power of Authority.
  - a.  The person may not engage in the unauthorized practice of law. *In re the Conservatorship of Riebel*, 625 N.W.2d 480, 483 (Minn. 2001).
  - b.  Hennepin and Ramsey Housing Courts: Minn. Gen. R. Prac. 603.
    - I.  The person suing on behalf of Plaintiff did not file a Power of Authority.
    - ii.  The Power of Authority was not properly executed:
    - iii.  \_\_\_\_\_  
Plaintiff filed a Power of Attorney not specific to this case, not a Rule 603 Power of Authority.
3.  Plaintiff, the landlord, the lessor, or the management company is a corporation or a similar entity and must be represented by an attorney to file a case or to appear otherwise in any Minnesota court. *Nicollet Restorations, Inc. v. Turnham*, 486 N.W.2d 753 (Minn. 1992); *301 Clifton Place, L.L.C. v. 301 Clifton Place Condominium Ass'n*, 783 N.W. 2d 551, 560-61 (Minn. Ct. App. 2010). See Order Promulgating Amendments to the Gen. Rules of Practice for the Dist. Courts, No. ADM09-8009, 2019 Minn. LEXIS 249 (Minn. May 13, 2019) (declined to amend Minn. Gen. R. Prac. 603 to allow agents to represent corporations, citing *Save Our Creeks v. City of Brooklyn Park*, 699 N.W.2d 307, 309 (Minn. 2005); Recommendations of Minnesota Supreme Court Advisory Committee on General Rules of Practice, CX-89-1863, Final Report, at 5 (Aug. 31, 2009) (rejected proposal to amend Minn. Gen. R. Prac. 603 to permit corporations to appear in district court eviction action without representation by a licensed attorney, citing *Nicollet Restoration, Inc. v. Turnham*).
4.  Plaintiff or Plaintiff's agent is engaging in unauthorized practice of law by charging a separate fee for representing the owner in this case. Minn. Stat. § 481.02, subd. 3(12-13).

5.  Principal and Address Disclosure. Minn. Stat. § 504B.181 (formerly 504.22).
  - a.  I did not know the names of the manager of the building and person authorized to accept service of process, and addresses at which they could be served 30 days before filing this case.
  - b.  I did not know the identity of the principal of the property. *Trilogy Properties of MN LLC v. Gilmer*, No. 27-CV-HC-11-7635 (Minn. Dist. Ct. 4th Dist. Dec. 16, 2011).
6.  Plaintiff, the landlord, the lessor, or the management company is a business which did not comply with the Secretary of State trade name registration statutes, entitling me to \$250.00 in costs or by set off. Minn. Stat. §§ 333.001-333.06.
7.  Plaintiff failed to state the facts which authorize recovery of the premises, by failing to state:
 

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  - a.  Minn. Stat. § 504B.321 (formerly 566.05)
  - b.  Hennepin and Ramsey Housing Courts: Minn. Gen. R. Prac. 604(a).
8.  Plaintiff is a landlord of a residential building with 12 or more residential units, but failed to provide a written lease. Minn. Stat. § 504B.111.
9.  I am a military service member or active National Guard member covered by the Servicemembers Civil Relief Act. 50 App. U.S.C.A §§ 501-594.
10.  The lease ¶ \_\_\_\_\_ requires Plaintiff to give notice before filing this action.
  - a.  Plaintiff failed to give the required notice. *Osuji v. Coleman*, No. HC-01991118524 (Minn. Dist. Ct. 4<sup>th</sup> Dist. Nov. 30, 1999).
  - b.  See Holding Over Defenses, § F, *infra*.
11.  Other: \_\_\_\_\_.

**E. NONPAYMENT OF RENT CASES**

1.  Under Executive Order 20-14 as amended by Executive Order 20-73, nonpayment of rent evictions are prohibited.
2.  Other: \_\_\_\_\_.

**F. HOLDING OVER CASES**

0.  Under Executive Order 20-14 as amended by Executive Order 20-73, evictions claiming holding over after notice or expiration of the lease are prohibited. If the lease required the landlord to provide notice to terminate the lease, the checked defenses below apply.
1.  Hennepin and Ramsey Housing Courts: Plaintiff alleges holding over after notice. Plaintiff did not attach a copy of the termination notice to the complaint. Plaintiff must provide a copy of the notice to me at the hearing. Minn. Gen. R. Prac. 604c.

2.  Plaintiff did not give me proper notice to end my lease.
  - a.  I am a month-to-month tenant, entitled to a one month notice received before rent is due. Minn. Stat. § 504B.135 (formerly § 504.06).
  - b.  The lease requires \_\_\_\_\_ days' notice.
  
3.  Retaliation:
  - a.  Plaintiff's notice for me to move was retaliatory under Minn. Stat. § 504B.285 (formerly § 566.03), § 504B.441 (formerly § 566.28), and was intended in whole or part as a penalty actions on \_\_\_\_\_ to secure or enforce rights under a lease or contract, oral or written, under the laws of the state or any of its governmental subdivisions, or of the United States; or to report to a governmental authority of the plaintiff's violation of a health, safety, housing, or building code or ordinance. Plaintiff lacks a substantial non-retaliatory purpose, arising at or within a short time before service of the notice to quit, wholly unrelated to and unmotivated by my protected activity. *Parkin v. Fitzgerald*, 307 Minn. 423, 240 N.W.2d 828 (1976).
  - b.  I have a common law defense to this eviction that is in retaliation for my complaints about material violations by the landlord of state or local law, residential covenants, or the lease. *Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398 (Minn. 2019).
  
4.  Plaintiff waived the notice to end my lease or is estopped from enforcing it by:
  - a.  Accepting rent after the move out date. *Pappas v. Stark*, 123 Minn. 81, 83, 142 N.W. 1042, 1047 (1913).
  - b.  Demanding rent in this case. *See* Minn. Stat. § 504B.291 (formerly § 504.02); *Pappas v. Stark*, 123 Minn. 81, 83, 142 N.W. 1042, 1047 (1913).
  
5.  Plaintiff is discriminating against me as a member of a protected class. *Barnes v. Weis Management Co.*, 347 N.W.2d 519, 522 (Minn. Ct. App. 1984); 42 U.S.C. § 3604; Minn. Stat. § 363A.09.
  
6.  This eviction is based on foreclosure of a mortgage or cancellation of a contract for deed.
  - a.  I have defenses to Plaintiff's claim of title to the property. *Real Estate Equity Strategies, LLC v. Jones*, 720 N.W.2d 352 (Minn. Ct. App. 2006); *Lilyerd v. Carlson*, 499 N.W.2d 803, 807, 812 (Minn. Ct. App. 1993); Minn. Stat. § 504B.121.
  - b.  Plaintiff entered into a foreclosure reconveyance in violation of Minn. Stat. § 325N.10-18, or involving fraudulent, misleading or other deceptive practices. I owned the property, conveyed title to another party to avoid foreclosure, and I have continued to occupy the property. I request a stay of this action without bond for 90 days to allow me to file an action to challenge the foreclosure reconveyance. Minn. Stat. § 325N.18.

- c.  I am a tenant of the person whose mortgage was foreclosed. Minn. Stat. § 504B.285, subd. 1a.
  - I.  My lease began after the date the mortgage was executed and prior to the expiration of the redemption period. The immediate successor in interest must provide at least 90 days' written notice to vacate, given no sooner than the expiration of the redemption period, and effective no sooner than 90 days from the expiration of the redemption period.
  - ii.  I have a bona fide lease that extends more than 90 days beyond the date the redemption period expires. I am not a child, spouse, or parent of the mortgagor, my lease resulted from an arms-length transaction, my rent is not substantially less than fair market rent, and there is no new owner who will occupy the property as a primary residence. I can stay until the end of the lease term.
- d.  I am a tenant of the person whose contract for deed was canceled. Plaintiff did not give me a two month written notice before filing this action. MINN. STAT. § 504B.285, subd. 1b.

7.  Other: \_\_\_\_\_.

**G. BREACH OF LEASE CASES**

- 0.  Under Executive Order 20-14 as amended by Executive Order 20-73, evictions are prohibited except where the tenant seriously endangers the safety of residents, where the tenant seriously endangers the safety of others on the premises, including the common area and the curtilage of the premises, if the serious endangerment of others who are not residents is a material violation of the lease, or for violations of Minn. Stat. § 504B.171, Subd. 1. Xxxx
  - a.  I did not seriously endanger the safety of other residents.
  - b.  I did not seriously endanger the safety of others on the premises, including the common area and the curtilage of the premises, or serious endangerment of others who are not residents is a material violation of the lease
  - c.  I did not violate Minn. Stat. § 504B.171, Subd. 1.
- 1.  Hennepin and Ramsey Housing Courts: Plaintiff alleges breaches of the lease. Plaintiff did not attach a copy of the lease to the complaint. Plaintiff must provide a copy of the lease to me at the hearing. Minn. Gen. R. Prac. 604(d).
- 2.  I did not commit a material breach or substantial failure to perform under the lease. *Cloverdale Foods of Minnesota, Inc.*, 580 N.W.2d 46, 49 (Minn. Ct. App. 1998); *Skogberg v. Huisman*, No. C7-02-2059, 2003 WL 22014576 (Minn. Ct. App. Aug. 2003) (unpublished) (a material breach goes to the root or essence of the contract, so substantial and fundamental that it defeats the object of the parties in entering into the contract, and where the injury is irreparable or damages would be inadequate or difficult or impossible to determine).

3.  Plaintiff filed an expedited case, and alleges that I am involved with illegal drugs, prostitution related activities, unlawful firearm possession, or nuisance or other illegal behavior that seriously endangers the safety of other residents, their property, or the landlord's property. I did not do this. Minn. Stat. § 504B.321 (formerly § 566.05).
4.  Plaintiff did not give me a copy of the lease before filing this case. This case does not involve disturbing the peace, malicious destruction of property, or illegal drugs. Minn. Stat. § 504B.115 (formerly § 504.015).
5.  The lease does not contain a "right of reentry" clause. *Bauer v. Knoble*, 51 Minn. 358, 359, 53 N.W. 805, 805 (1892).
6.  The lease is oral and only provides for payment of rent.
7.  Plaintiff waived lease provisions by failing to enforce them or is estopped from enforcing them. *Mitchell v. Rende*, 225 Minn. 145, 30 N.W.2d 27 (1947).
8.  Plaintiff waived the alleged breaches or is estopped from enforcing them by accepting rent with knowledge of the breach. *Kenny v. Seu Si Lun*, 101 Minn. 253, 256-58, 112 N.W. 220, 221-22 (1907).
9.  Plaintiff is discriminating against me as a member of a protected class. 42 U.S.C. § 3604; Minn. Stat. § 363A.09.
10.  I have a disability. Plaintiff did not reasonably accommodate my disability. 42 U.S.C. § 3604(f)(3); 24 C.F.R. Part 100; *Douglas v. Kriegsfeld Corp.*, 884 A.2d 1109 (D.C. Ct. App. 2005); Minn. Stat. § 363A.10; *Schuett v. Anderson*, 386 N.W.2d 249, 253 (Minn. Ct. App. 1986).
11.  The lease term is illegal, unconscionable, an adhesion contract, or discriminatory.
12.  Plaintiff alleges that I unlawfully allowed unlawful activity (illegal drugs, prostitution related activity, or unlawful use or possession of certain firearms) on the property. Minn. Stat. § 504B.171 (formerly § 504.181).
  - a.  There was no unlawful activity on the property.
  - b.  I did not know or have reason to know that there was unlawful activity on the property.
  - c.  I could not prevent the illegal drugs from being brought on the property. Minn. Stat. § 609.5317, subd. 3.
  - d.  Medical marijuana use is legal under state law. Minn. Stat. § 152.32.
13.  Plaintiff is penalizing me for calling for police or emergency assistance in response to domestic abuse or any other conduct. Minn. Stat. § 504B.205 (formerly § 504.215).
14.  The basis of the eviction is that I or another tenant or authorized occupant in my household has been a victim of domestic abuse, criminal sexual conduct, or stalking. Minn. Stat. §§ 504B.285, Subd. 1 (b); 504B.206, Subd. 1 (a).

15.  Forfeiting my home would be a great injustice, since Plaintiff's rights are adequately protected. *Naftalin v. John Wood Co.*, 263 Minn. 135, 147, 116 N.W.2d 91, 100 (1962); *Warren v. Driscoll*, 186 Minn. 1, 5, 242 N.W.2d 346, 347 (1932).
16.  I have a common law defense to this eviction that is in retaliation for my complaints about material violations by the landlord of state or local law, residential covenants, or the lease. *Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398 (Minn. 2019).
17.  Other: \_\_\_\_\_.

**H. REQUEST FOR RELIEF**

1.  Dismiss Plaintiff's Complaint for the reasons set forth in this Answer and award me judgment for possession.
2.  Plaintiff improperly filed an expedited case. Dismiss this case and fine Plaintiff \$500. Minn. Stat. § 504B.321 (formerly § 566.05).
3.  Abate (reduce) the rent claimed by Plaintiff, and abate (reduce) the future rent until Plaintiff completes repairs. *Fritz v. Warthen*, 298 Minn. 54, 58-59, 213 N.W.2d 339, 341-42 (1973); Minn. Stat. § 504B.161 (formerly § 504.18).
4.  Abate (reduce) the rent claimed by Plaintiff, and abate (reduce) the future rent until Plaintiff stops unlawful activity on the property. *See* Minn. Stat. § 504B.171 (formerly § 504.181).
5.  Discovery in Hennepin and Ramsey Housing Courts: Order Plaintiff to provide for the following discovery: allow me to review Plaintiff's file on me, give me a list of Plaintiff's witnesses and the subject of their testimony, and give me a copy of Plaintiff's exhibits. Minn. Gen. R. Prac. 612.
6.  Plaintiff is a business which did not register its trade name with the Secretary of State. Continue the hearing to allow Plaintiff to register its trade name, award me \$250.00 in costs or by setoff, Minn. Stat. § 333.001-333.06, and allow me to credit the award against rent.
7.  Plaintiff violated the shared meter statute. Abate my rent and award me treble damages or \$500, whichever is greater, and reasonable attorney's fees. Minn. Stat. § 504B.215 (formerly § 504.185), § 504B.221 (formerly § 504.26).
8.  Continue the hearing for the following reasons: \_\_\_\_\_.
9.  If I owe rent:
  - a.  Plaintiff alleged nonpayment of rent and holding over after notice. Allow me to pay the rent and keep my home. Minn. Stat. § 504B.-291 (formerly § 504.02).
  - b.  Plaintiff alleged nonpayment of rent and material lease violations. If I did not commit a material lease violation but I owe rent, give me 7 days to pay. Minn. Stat. § 504B.285 (formerly § 566.03).



- c.  Give me \_\_\_\_\_ days to pay it. *614 Co. v. D.H. Overmayer*, 297 Minn. 395, 398, 211 N.W.2d 891, 893 (1973) (affirmed 30 day extension to pay rent).
  - d.  I have paid or can pay the rent due at the hearing. If I owe additional costs, give me \_\_\_\_\_ days to pay them. Minn. Stat. § 504B.291 (formerly § 504.02).
10.  Under the Servicemembers Civil Relief Act, stay of the action for 90 days, unless equity requires a shorter or longer stay, or adjust the obligations under the lease to preserve the interests of all parties. 50 App. U.S.C.A §§ 501-594.
11.  If I lose:
- a.  Give me seven days to move. Minn. Stat. § 504B.345 (formerly § 566.09). I did not cause a nuisance, or seriously endanger other tenants, their property, or the landlord's property. If I have to move in less than 7 days, it would be a substantial hardship to my family and me.
  - b.  Alternatively, give me more time to move. House File No. 4556, Art. 1, §16 suspends statutory deadlines for district and appellate court proceedings. It also provides that courts may continue to hold hearings, require appearances, or issue orders if "circumstances relevant to public safety, personal safety, or other emergency matters require action in a specific case."
12.  Costs and Disbursements:
- a. Upon discontinuance or dismissal or when judgment is rendered in my favor on the merits, award me mandatory costs of \$200.00. Minn. Stat. § 549.02; *HNA Properties v. Moore*, 848 N.W.2d 238 (Minn. Ct. App. 2014).
  - b. If I prevail, award me \$5.50 for the cost of filing a satisfaction of the judgment. *Id.*
  - c. If I prevail, award me other costs and disbursements (e.g. court filing, service, subpoena, expert, document, and discovery fees). Minn. Stat. § 549.04.
  - d. If I am allowed to proceed *in forma pauperis*, order Plaintiff to pay any fees waived, costs deferred, or expenses paid by the court (e.g., my filing fee) based on my *in forma pauperis* status directly to the court administrator. Minn. Stat. § 563.01, Subd. 10; *HNA Properties, supra* at ¶12.a.
  - e. Do not award costs and disbursements to Plaintiff.
13.  Expunge or seal this court file.
- a.  Plaintiff's case is sufficiently without basis in fact or law, which may include lack of jurisdiction over the case. Expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record. Minn. Stat. § 484.014
  - b.  The court has inherent authority to expunge this file. *State v. C.A.*, 304 N.W.2d 353 (Minn. 1981); Minn. Stat. § 504B.345, Subd. 1 (c)(2).

- c.  This case involved a foreclosed mortgage or cancelled contract for deed and under Minn. Stat. § 484.014, subd. 3,
    - I.  I moved before Plaintiff filed this case, or
    - ii.  I am a tenant and did not receive a proper lease termination notice under Minn. Stat. § 504B.285.
  - d.  The court may expunge this file at the time judgment is entered or after that time. Minn. Stat. § 504B.345, Subd. 1 (c)(2).
14.  I request a stay of this action without bond for 90 days to allow me to file an action to challenge an illegal foreclosure reconveyance. Minn. Stat. § 325N.18.
15.  Vulnerable adult financial exploitation compensatory damages or \$10,000, whichever is greater. Minn. Stat. §§ 626.557, Subd. 20, 626.5572, Subd. 9.
16.  Attorney fees:
- a.  Do not award Plaintiff attorney fees beyond \$5.00 in a nonpayment of rent case. Minn. Stat. § 504B.291 (formerly 504.02); *Cheyenne Land Co. v. Wilde*, 463 N.W.2d 539 (Minn. Ct. App. 1990).
  - b.  Award me attorney fees, because my lease began on or after August 1, 2011, or was renewed on or after August 1, 2012, it provides for attorney fees to Plaintiff's or the landlord's attorneys, so I am entitled to attorney fees if I prevail. Minn. Stat. § 504B.172.
17.  Other: \_\_\_\_\_.

**I. CERTIFICATIONS**

1. Under Minn. R. Civ. P. 11, I certify that, to the best of my knowledge:
- a. this document is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;
  - b. the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;
  - c. the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery;
  - d. the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief; and
  - e. this document does not include any restricted identifiers and that all restricted identifiers have been submitted in a confidential manner as required by Minn. R. Gen. Prac. 11.

I know that I may be fined or sanctioned by the court if this certification is false.

2. Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct.

Date	Tenant/Tenant's Attorney or Agent
County and State Where Document Is Signed	
County	Address
State	Phone