

STATE OF MINNESOTA
COUNTY OF _____

DISTRICT COURT
JUDICIAL DISTRICT
DIVISION: _____
CASE TYPE: UNLAWFUL DETAINER
(EVICTON)

_____,
Plaintiff (Landlord),
v.

_____,
Defendant (Tenant).

**ANSWER AND MOTION FOR
DISMISSAL OR SUMMARY
JUDGMENT**

Pov. Law Form No. A-1v3 (Oct. 2021)
Tenancies under H. F. No. 4, Article V
for Eviction Actions Filed
on or after October 12, 2021

Case No. _____

For my answer to Plaintiff's complaint, I state the following defenses and the reasons why I should not be evicted and ask that the case be dismissed.

A0. THRESHOLD PANDEMIC DEFENSES

1. Pandemic Eviction Laws

- a. Under Minnesota Session Laws 2021, 1st Special Session, Chapter 8, H. F. No. 4, Article V, § 4, "the filing of an eviction action or proceeding with an eviction action based on nonpayment of rent against a tenant with a pending application for assistance through an emergency rental assistance program authorized under the federal Consolidated Appropriations Act, 2021, Public Law 116-260, or the federal American Rescue Plan Act, 2021, Public Law 117-2, is prohibited. If the tenant reasonably has access to the information, the tenant must provide the landlord or court with proof of a pending application and reason for a delay, if any, in processing the tenant's application. This section expires June 1, 2022."
- b. Between June 30 and October 12, 2021, under Minnesota Session Laws 2021, 1st Special Session, Chapter 8, H. F. No. 4, Article V, eviction actions were prohibited except where:
 - i. The tenant seriously endangered safety of others or significantly damages property.
 - ii. The tenant violated Minn. Stat. § 504B.171, Subd. 1.
 - iii. The manufactured home park resident violated Minn. Stat. § 327C.09, Subds. 3 and 5, if endangering the safety of other residents or park personnel.
 - iv. Nonpayment of rent if the tenant is
 - (a) eligible for rental assistance through a COVID-19 emergency rental assistance program and refuses to apply or provide information to the landlord or refuses to provide proof to the landlord that the tenant applied, or

- (b) ineligible for rental assistance through a COVID-19 emergency rental assistance program (for eviction actions filed on or after September 12, 2021)
 - v. The tenant or occupant abandoned the premises.
 - vi. The tenant committed a material lease violation (for eviction actions filed on or after July 14, 2021).
 - vii. *See Answer Form No. A-1v2.*
 - b. Before June 30, 2021, eviction actions were governed by Emergency Executive Order 20-79. *See Answer Form No. A-1v1.*
- 2. Notice under the Coronavirus Aid, Relief, and Economic Security (CARES) Act § 4024.
 - a. The property is a covered property (public and subsidized housing and federally backed mortgages). The landlord may not evict a tenant except on a 30-day notice. This provision is not limited to nonpayment of rent and has no expiration date.
 - b. The landlord did not comply with the notice requirement.
 - c. *See §F, Holding over Cases, infra.*
- 3. Plaintiff claimed nonpayment of rent.
 - a. I have a pending application for COVID-19 emergency rental assistance.
 - b. I have applied or am working to apply for COVID-19 emergency rental assistance, but Plaintiff is not complying with their obligations for the application to be processed. *See MTS Co. v. Taiga Corp.*, 365 N.W.2d 321, 327 (Minn. Ct. App. 1985) (noting that a party cannot assert a breach of lease when that party caused the breach).
 - c. Plaintiff filed this action before October 12, 2021 and claimed grounds for eviction not available at that time under Minnesota Session Laws 2021, 1st Special Session, Chapter 8, H. F. No. 4, Article V.
 - d. *See §E, Nonpayment of Rent Cases, infra.*
- 4. Plaintiff claimed holding over after notice to terminate a month-to-month tenancy.
 - a. Plaintiff issued the termination notice before October 12, 2021.
 - b. Plaintiff filed this action before October 12, 2021 and claimed grounds for eviction not available at that time under Minnesota Session Laws 2021, 1st Special Session, Chapter 8, H. F. No. 4, Article V.
 - c. *See §F, Holding over Cases, infra.*

A. GENERAL ANSWER

- 1. I admit the facts in these paragraphs of the complaint: _____
- 2. I deny the facts in these paragraphs of the complaint: _____
- 3. I cannot admit or deny these paragraphs of the complaint: _____

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.
4. Public or subsidized housing: _____.

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. *Jaeger v. Palladium Holdings, LLC*, 884 N.W.2d 601 (Minn. 2016).
 - 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. Outside of Hennepin and Ramsey Housing Courts: 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 Community Cares v. Faulkner*, 949 N.W.2d 296 (Minn. 2020) (Minn. Gen. R. Prac. 603 allows a person not an attorney agent to appear in Hennepin and Ramsey Housing Court on behalf of a business-entity landlord).
- 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). Where a statute recites preconditions for commencement of an action, facts establishing compliance must be pleaded. *Biron v. Bd. of Water Comm'rs*, 43 N.W. 482 (Minn. 1889).

- 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: _____

 _____.
- a. Minn. Stat. § 504B.321 (formerly 566.05). *Compare* Minn. R. Civ. P. 8.01. Where a statute recites preconditions for commencement of an action, facts establishing compliance must be pleaded. *Biron v. Bd. of Water Comm'rs*, 43 N.W. 482 (Minn. 1889).
 - 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 an 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, so Plaintiff's cause of action has not accrued. *Park Nicollet Clinic v. Hamann*, 808 N.W.-2d 828 (Minn. 2011) ("A cause of action accrues when all of the elements of the action have occurred . . ."). *See Osuji v. Coleman*, No. HC-01991118524 (Minn. Dist. Ct. 4th Dist. Nov. 30, 1999).
 - b. *See Holding Over Defenses*, § F, *infra*.
11. This action is moot because I vacated possession of the premises on _____ . An eviction action resolves the present possessory interests of the parties. Minn. Stat. § 504B.001, subd. 4; *Lilyerd v. Carlson*, 499 N.W.2d 803, 812 (Minn. 1993); *see also Isaacs v. Am. Iron & Steel Co.*, 690 N.W.2d 373, 376 (Minn. Ct. App. 2004), *rev. den.* (Minn. Apr. 4, 2005).
12. I live in public or subsidized housing, entitling me to the following defenses:

 _____ . *See Answer Forms A3-8.*
13. Other: _____.

E. NONPAYMENT OF RENT CASES

0. Minnesota Session Laws 2021, 1st Special Session, Chapter 8, H. F. No. 4, Article V limits evictions claiming nonpayment of rent. *See* §A0, Threshold Pandemic Defenses, *supra*.

1. Notice

- a. I live in Minneapolis. Plaintiff did not comply with the notice requirement of Minneapolis Code of Ordinances 244.2060.
 - i. Plaintiff did not provide me with a 14-day prefiling notice.
 - ii. Plaintiff's prefiling notice was not in writing.
 - iii. Plaintiff did not deliver the notice personally or by first-class mail to the address of the premises.
 - iv. Plaintiff's prefiling notice did not include the total amount due.
 - v. Plaintiff's prefiling notice did not include a specific accounting of the amount of the total due that is comprised of unpaid rents, late fees, or other charges under the lease.
 - vi. Plaintiff's prefiling notice did not include the name and address of the person authorized to receive rent and fees on behalf of the landlord.
 - vii. Plaintiff's prefiling notice did not provide a description of how to access legal and financial assistance.
 - viii. Plaintiff's prefiling notice did not state that the landlord may bring an eviction action following expiration of the 14-day notice period if I failed to pay the total amount due or failed to vacate.

- b. I live in St. Louis Park, and Plaintiff did not comply with St. Louis Park City Code Sec. 8-337.
 - i. Plaintiff did not provide me with a 7-day prefiling notice.
 - ii. Plaintiff's prefiling notice was not in writing.
 - iii. The Owner or an agent of the Owner did not deliver the notice personally, by first-class mail to the address of the leased premises, or by email to the residential tenant at the residential tenant's email address on file.
 - iv. Plaintiff's prefiling notice did not include the total amount due.
 - v. Plaintiff's prefiling notice did not include a specific accounting of the amount of the total due that is comprised of unpaid rents, late fees, or other charges under the lease.
 - vi. Plaintiff's prefiling notice did not include the name and address of the person authorized to receive rent and fees on behalf of the landlord.
 - vii. Plaintiff's prefiling notice did not provide a disclaimer that a low-income tenant may be eligible for financial assistance.
 - viii. Plaintiff's prefiling notice did not provide a description of how to access legal and financial assistance.

ix. Plaintiff's prefiling notice did not state that the landlord may bring an eviction action following expiration of the 7-day notice period if I failed to pay the total amount due or failed to vacate.

c. I live in public or subsidized housing, entitling me to the following defenses:

_____. See Answer Forms A3-8.

d. I live in a manufactured home park, entitling me to the following defenses:

_____. See Answer Form A2.

e. See §F, Holding over Cases, *infra*.

2. Plaintiff alleges nonpayment of rent and material lease violations. I do not have to pay rent into court. The court must consider the lease violations claim before considering the nonpayment of rent claim. Minn. Stat. § 504B.285, subd. 5 (formerly § 566.03, subd. 5).

3. I don't owe all of the rent alleged.

4. Health, Safety, and Habitability:

a. Plaintiff has violated the covenants of habitability, health, and safety. I ask the Court to reduce past rent and reduce future rent until repairs are completed. Minn. Stat. § 504B.161; *Fritz v. Warthen*, 213 N.W.2d 339, 341-42 (1973). Plaintiff's health and safety violations include, but are not limited to, the following issues:

_____.

Tenants are not required to give written notice of habitability violations to assert a habitability defense to an eviction action for nonpayment. *Ellis v. Doe*, 915 N.W.2d 24 (Minn. Ct. App. 2018).

b. My apartment is infested with bedbugs. I request past and future rent abatement and/or termination of the tenancy. *Delamater v. Foreman*, 239 N.W. 148 (1931) (bedbugs coming in great numbers into apartment from sources under landlord's control may constitute constructive eviction).

5. Rental Licensing.

- a. The code of the city where the premises are located requires landlords to have a rental license. My landlord does/did not have a license and cannot collect rent for the period when the rental was illegal. *Leuthold v. Stickney*, 133 N.W. 856 (Minn. 1911); *Buckley v. Humason*, 52 N.W. 385 (Minn. 1892); *Handy v. St. Paul Globe Pub. Co.*, 42 N.W. 872 (Minn. 1889); *Wajda v. Schmeichel*, 2018 WL 6165295 (Minn. Ct. App. Nov. 26, 2018) (unpublished). See Minneapolis Code Ord. § 244.1810.
- b. By unlawfully leasing the premises without a rental license as required by the city code where the premises are located, Plaintiff is in violation of the statutory covenants of habitability. The rental license requirement is a health and safety provision. *Fritz v. Warthen*, 213 N.W.2d 339, 341-42 (1973); *Mac-Du Properties v. LaBresh*, 392 N.W.2d 315 (Minn. Ct. App. 1986); *Beaumia v. Eisenbraun*, 2007 WL 2472298 (Minn. Ct. App. Sept. 4, 2007) (Unpublished).
6. Utilities.
- a. I notified Plaintiff and paid \$ _____ for utility or essential services after the utility company terminated the service or threatened to terminate the service, due to Plaintiff's failure to pay. This payment must be deducted from rent. Minn. Stat. § 504B.215 (formerly § 504.185).
- b. My lease states that I am supposed to pay \$ _____ for utility service, but I have a shared meter which does not accurately reflect my utility use and Plaintiff did not comply with Minn. Stat. § 504B.215 (formerly § 504.185). I request that the court:
- i. Reduce my past rent, beginning in _____, and reduce future rent until Plaintiff follows the law. Minn. Stat. § 504B.215 (formerly § 504.185), § 504B.161 (formerly § 504.18); *Fritz v. Warthen*, 298 Minn. 54, 58-59, 213 N.W.2d 339, 341-42 (1973);
- ii. 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).
7. Plaintiff is charging improper late fees or other fees.
- a. For leases beginning or renewed before January 1, 2011 and under the common law:
- i. The lease does not provide for the fees. *Cook v. Finch*, 19 Minn. 407, _____, 19 Minn. (Gil.) 350, 358 (1873).
- ii. The fees are penalties which bear no relationship to Plaintiff's expenses. See *Gorco Const. Co. v. Stein*, 256 Minn. 476, 481-82, 99 N.W.2d 69, 74 (1959); or are usurious. Minn. Stat. §§ 334.01-334.03.

- b. For leases beginning or renewed on or after January 1, 2011, under Minn. Stat. § 504B.177:
 - i. We did not agree to the late fee in writing.
 - ii. The late fee is more than 8% of the overdue rent payment. *Housing and Redevelopment Authority of Duluth v. Lee*, 852 N.W.2d 683 (Minn. 2014).
 - c. For all late fees:
 - i. Plaintiff waived the requirement of prompt rent payment by accepting late payments without objection. *See Cobb v. Midwest Recovery Bureau Co.*, 295 N.W. 2d 232, 237 (Minn. 1980) (repossession).
 - ii. No late fee is due because I had a proper reason to withhold my rent.
8. Plaintiff waived the rent claim or is estopped from claiming it by:
- a. Accepting a partial payment of rent before or after filing this case. We did not agree in writing that the payment would not waive this case. Minn. Stat. § 504B.291 (formerly § 504.02).
 - b. Accepting rent for later months. *Id.*
9. Plaintiff has waived the right to enforce a term or condition of the lease, or is estopped from demanding the rent alleged to be due in this eviction because I reasonably relied on Plaintiff's conduct, to my detriment. *Pollard v. Southdale Gardens of Edina Condo. Ass'n.*, 698 N.W.2d 449 (Minn. Ct. App. 2005); *Hydra-Mac, Inc. v. Onan Corp.*, 450 N.W.2d 913, 919 (Minn. 1990).
10. Plaintiff did not give me receipts for rent paid in cash. Minn. Stat. § 504B.118. The court should abate my rent as a penalty for violating the statute and dismiss this action.
11. I paid my rent by money orders. I have a copy of one or more money orders, or original receipt stubs evidencing the purchase of a money order, which total the rent amount, are dated on or around the date rent was due, and are made payable to the landlord. There is a rebuttable presumption that I paid the rent. Minn. Stat. § 504B.291, subd. 1.
12. I am a tenant of the person whose mortgage was foreclosed.
- a. The foreclosure began before I rented the property, but my landlord did not notify me in writing that the property is in foreclosure before accepting rent or a deposit. Minn. Stat. § 504B.151. The court should abate my rent because the lease is illegal and void. *Hwang v. _____*, No. 19WS-CV-09-1876 (Minn. Dist. Ct. 1st Dist. Jan. 26, 2010) (action dismissed and expungement granted where landlord failed to disclose mortgage foreclosure to a prospective tenant). *See* Minneapolis Code of Ord. Title 12, § 244.265; St. Paul Code of Ord. §§ 53.01-53.04.

- b. I am a tenant in the last month of the foreclosure redemption period and may withhold rent and have the deposit cover it. Minn. Stat. § 504B.178, subd. 8.
- 13. I or a household member is a vulnerable adult victim of financial exploitation by Plaintiff, the landlord, the lessor, or the management company, and am entitled to recover damages equal to three times the amount of compensatory damages or \$10,000, whichever is greater. Minn. Stat. §§ 626.557, Subd. 20, 626.5572, Subd. 9.
- 14. 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). I ended my lease as required by Minn. Stat. § 504B.206 (2014) so I do not have any rent obligation to the Plaintiff after _____ (date in notice ending tenancy).
- 15. 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).
- 16. I live in public or subsidized housing, entitling me to the following defenses:

_____. See Answer Forms A3-8.
- 17. I live in a manufactured home park, entitling me to the following defenses:

_____. See Answer Form A2.
- 18. Other: _____.

F. HOLDING OVER CASES

- 0. Minnesota Session Laws 2021, 1st Special Session, Chapter 8, H. F. No. 4, Article V and Coronavirus Aid, Relief, and Economic Security (CARES) Act § 4024 limit evictions claiming holding over after notice or expiration of the lease. See §A0, Threshold Pandemic Defenses, *supra*.
- 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 notice to vacate must strictly comply with Minn. Stat. § 504B.135. *Markoe v. Naiditch & Sons*, 226 N.W.2d 289, 290 (Minn. 1975); *Eastman v. Vetter*, 58 N.W. 989 (Minn. 1894); *Grace v. Michaud*, 52 N.W. 390 (Minn. 1892); *Annex Properties v. TNS Research Int'l*, 712 F.3d 381 (8th Cir. 2013).

- a. See §A0, Threshold Pandemic Defenses, *supra*.
 - b. 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). *Oesterreicher v. Robertson*, 245 N.W. 825 (Minn. 1932).
 - c. The lease requires _____ days' notice.
 - d. Plaintiff did not give a notice which terminates the tenancy at the end of a rental period. The alleged notice is invalid. *Eastman v. Vetter*, 58 N.W. 989 (Minn. 1894); *Grace v. Michaud*, 52 N.W. 390 (Minn. 1892); *Annex Properties v. TNS Research Int'l*, 712 F.3d 381 (8th Cir. 2013). The alleged notice does not become effective on a later date simply by the passage of time. A valid notice must be given. *Id.*
 - e. I am a tenant at will and the tenancy has no fixed rental period. Minn. Stat. § 504B.001, subd. 13. Plaintiff must provide 90 days' notice to terminate the tenancy. Minn. Stat. § 504B.135.
 - f. Plaintiff cannot give me a notice to vacate for a time period that is shorter than the time period that the lease provides for the tenant to give notice of an intent to quit the premises. Minn. Stat. § 504B.147, subd. 3.
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. In enacting Minn. Stat. § 504B.285, subd. 5 (formerly § 504.02), the legislature explicitly allowed for combining allegations of nonpayment of rent and material breach

of lease. The statute does not provide for combining allegations of holdover and nonpayment of rent. Moreover, Minn. Stat. § 504B.2-91 states that an eviction action for nonpayment of rent "is equivalent to a demand for the rent." See *Pappas v. Stark*, 123 Minn. 81, 83, 142 N.W. 1042, 1047 (1913). The nonpayment eviction statute also provides the tenant with a right to redeem the tenancy, which is inconsistent with a holdover claim. Minn. Stat. § 504B.291 (formerly § 504.02).

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.
 - a0. Foreclosure of the mortgage was stayed:
 - i. As a covered property under Coronavirus Aid, Relief, and Economic Security (CARES) Act § 4022.
 - ii. Under guidelines issues by Fannie Mae, Freddie Mac, Federal Housing Administration (FHA), Veterans Administration (VA), and United States Department of Agriculture (USDA).
 - iii. Under the FHA extension of the moratorium for FHA Title II single family forward mortgage and Home Equity Conversion Mortgage (HECM) reverse mortgage programs.
 - 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. I live in public or subsidized housing, entitling me to the following defenses:

_____. See Answer Forms A3-8.

8. I live in a manufactured home park, entitling me to the following defenses:

_____. See Answer Form A2.

9. Other: _____.

G. BREACH OF LEASE CASES

0. See §A0, Threshold Pandemic Defenses, *supra*.

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. I live in public or subsidized housing, entitling me to the following defenses:

_____. See Answer Forms A3-8.

18. I live in a manufactured home park, entitling me to the following defenses:

_____. See Answer Form A2.

19. Other: _____.

H. REQUEST FOR RELIEF

1. Dismiss Plaintiff's Complaint and enter judgment for me 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. Pre-trial relief.

a. Discovery: 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 (Hennepin and Ramsey Housing Courts).

b. Allow Plaintiff to rely only on the allegations stated in the Complaint in this eviction proceeding. Minn. Stat. § 504B.321; Minn. Gen. R. Prac. 604(a); *Mac-Du Properties v. LaBresh*, 392 N.W.2d 315 (Minn. Ct. App. 1986) ("The plaintiff must plead and prove facts which show the defendant is in unlawful possession of property."). See also, *Minneapolis Cmty. Dev. Agency v. Smallwood*, 379 N.W.2d 554, 555 (Minn. Ct. App. 1985).

c. Continue the hearing for the following reasons:

The court is not limited by Minn. Stat. § 504B.341 in continuing the hearing. *Rice Park Properties v. Robins, Kaplan, Miller and Ciereski*, 532 N.W.2d 556 (1995).

d. Plaintiff alleged nonpayment of rent and breach of lease. Determine the breach of lease allegations first, and do not order posting or redemption of any rent before the breach of lease allegations have been dismissed. Minn. Stat. § 504B.285, subd. 5.

e. I deny owing all or part the rent alleged to be due by Plaintiff. There is no basis to require posting of rent which was not withheld

in reliance on a defense. Minn. R. Gen. Prac. 608 (Hennepin and Ramsey Housing Courts).

- f. I am claiming a habitability, health, and safety defense to Plaintiff's claim of nonpayment rent. Only future rent or security for future rent need be paid into court. *Fritz v. Warthen*, 213 N.W.2d 339, 341-43 (1973); Minn. R. Gen. Prac. 608 (Hennepin and Ramsey Housing Courts).
- g. 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.
- h. 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.
- i. 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.

4. Post-trial relief.

- a. Grant relief from forfeiting my home as it 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).
- b. 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).
- c. 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).
- d. 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).
- e. Vulnerable adult financial exploitation compensatory damages or \$10,000, whichever is greater. Minn. Stat. §§ 626.557, Subd. 20, 626.5572, Subd. 9.
- f. Redemption: If I owe rent:

- i. 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).
- ii. 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).
- iii. Give me _____ days to pay it. There is no limit on the time or conditions for redemption in statutes or caselaw. *See 614 Co. v. D.H. Overmayer*, 297 Minn. 395, 398, 211 N.W.2d 891, 893 (1973) (affirmed 30-day extension to pay rent). *See Naftalin v. John Wood Co.*, 263 Minn. 135, 147, 116 N.W.2d 91, 100 (1962) (equitable relief from tenancy forfeiture where landlord's rights are adequately protected); *Warren v. Driscoll*, 186 Minn. 1, 5, 242 N.W.2d 346, 347 (1932).
- iv. 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).
- g. Costs and Disbursements:
 - i. 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).
 - ii. If I prevail, award me \$5.50 for the cost of filing a satisfaction of the judgment. *Id.*
 - iii. If I prevail, award me other costs and disbursements (e.g. court filing, service, subpoena, expert, document, and discovery fees). Minn. Stat. § 549.04: _____.
 - iv. 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.
 - v. Do not award costs and disbursements to Plaintiff.
- h. Attorney fees:
 - i. 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).

- ii. 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.
- i. Expunge or seal this court file.
 - i. 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
 - ii. The court has inherent authority to expunge this file. Minn. Stat. § 504B.345, Subd. 1 (c)(2). *See State v. C.A.*, 304 N.W.2d 353 (Minn. 1981).
 - iii. This case involved a foreclosed mortgage or cancelled contract for deed and under Minn. Stat. § 484.014, subd. 3,
 - (a) I moved before Plaintiff filed this case, or
 - (b) I am a tenant and did not receive a proper lease termination notice under Minn. Stat. § 504B.285.
 - iv. The court may expunge this file at the time judgment is entered or after that time. Minn. Stat. § 504B.345, Subd. 1 (c)(2).
- j. If I lose:
 - i. 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.
 - ii. Alternatively, give me more time to move. *See Naftalin v. John Wood Co.*, 263 Minn. 135, 147, 116 N.W. 2d 91, 100 (1962) (equitable relief from involuntary tenancy forfeiture where landlord's rights are adequately protected); *Warren v. Driscoll*, 186 Minn. 1, 5, 242 N.W.2d 346, 347 (1932).

5. Other relief: _____
 _____.

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