

STATE OF MINNESOTA
COUNTY OF _____

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

_____,
Plaintiff (Landlord),

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

v.

_____,
Defendant (Tenant).

Housing Law Minnesota Form No. A-8
Public Housing
March 2025

Case No. _____

For Defendant’s answer to Plaintiff’s complaint, Defendant states the following defenses and the reasons why Defendant should not be evicted and ask that the case be dismissed.

A00. RIGHT TO COURT-APPOINTED FREE COUNSEL IN BREACH OF LEASE CASES

1. “A defendant in housing subsidized by the United States Department of Housing and Urban Development under Section 9 of the United States Housing Act of 1937 or the Consolidated and Further Continuing Appropriations Act of 2012, Public Law 112-55, 125 Stat. 673, subject to an eviction action under sections 504B.281 to 504B.371 alleging breach of lease under section 504B.171 or 504B.285 who is financially unable to obtain counsel has the right to counsel appointed by the court. The complaint required by section 504B.321 shall include the notice on the first page of the complaint in bold 12-point type: "If financially unable to obtain counsel, the defendant has the right to a court-appointed attorney." At the initial hearing, the court shall ask the defendant if the defendant wants court-appointed counsel and shall explain what such appointed counsel can accomplish for the defendant.” [Minn. Stat. § 504B.268, Subd. 1.](#)
2. Defendant is a tenant in Public Housing or Rental Assistance Demonstration (RAD) Program Housing covered by Minn. Stat. § 504B.268 and subject to an eviction action under Minn. Stat. §§ 504B.281 to 504B.371 alleging breach of lease under Minn. Stat. §§ 504B.171 or 504B.285
3. Defendant is financially unable to obtain counsel and have the right to counsel appointed by the court.
4. The complaint required by section 504B.321 did not include the notice on the first page of the complaint in bold 12-point type: “If financially unable to obtain counsel, the defendant has the right to a court-appointed attorney.” This action should be dismissed.

A0. THRESHOLD CARES ACT DEFENSE

1. [Notice](#) under the [Coronavirus Aid, Relief, and Economic Security \(CARES\) Act § 4024, 15 U.S.C. § 9058](#).
 - a. The property is a [covered property \(public and subsidized housing and federally backed mortgages\)](#).
 - b. The landlord may not evict a tenant except on a 30-day notice.
 - c. This requirement is not limited to nonpayment of rent and has no expiration date.
 - d. The landlord did not comply with the notice requirement.
 - e. See [§E, Holding Over Cases](#), *infra*.

A. GENERAL ANSWER

1. Defendant admits the facts in these paragraphs of the complaint: _____.
2. Defendant denies the facts in these paragraphs of the complaint: _____.
3. Defendant cannot admit or deny these paragraphs of the complaint: _____.
4. Defendant receives a housing subsidy through funding from the Dept. of Housing and Urban Development (HUD) to Defendant's landlord for Defendant's unit. Domestic violence, dating violence, sexual assault or stalking incident(s) is directly related to the allegations in this case so the protections of the Violence Against Women Act fo 2022 (VAWA) apply. [34 U.S.C. § 12491](#), et seq.; [24 C.F.R. §§ 5.2005](#).

B. TYPE OF TENANCY OR OCCUPANCY

1. Public housing. Rent is \$ ___ per month, due on ___.

C. SERVICE

1. [Minn. Stat. § 504B.332](#) (replacing 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.332, subd. 2\(a\)](#) (replacing Minn. Stat. § 504B.331, formerly § 566.06).
3. The court papers were delivered on a legal holiday. [Minn. Stat. § 645.44, Subd. 5](#).
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 Defendant. [Minn. Stat. § 504B.332, subd. 3\(b\)](#) (replacing 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 Defendant in the county.
 - b. The person does not reside with Defendant. *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 Defendant's residence when the court papers were delivered.
6. Plaintiff improperly used [service by mail and posting](#). [Minn. Stat. § 504B.332, subd. 4](#) (replacing 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 Defendant 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 failed to file an affidavit with the court stating how one or more of the following required steps were completed:
 - i. That Defendant could not be found in the county or that the Plaintiff believes that the Defendant is not in the state.
 - ii. A copy of the summons and complaint had been mailed to the defendant at the defendant's last known address at least seven days before the date of the court hearing.
 - iii. That Plaintiff complied with 504B.332, subd. 2(b) by providing the date and manner by which the plaintiff attempted to communicate to the defendant in compliance with subdivision 2, paragraph (b), or stating that the plaintiff does not use electronic written communication to regularly communicate with the defendant and does not have an electronic address for the defendant.
 - iv. That two personal service attempts were made in compliance with § 504B.332, subd. 4(b)(2);
 - v. The date and time the summons and complaint were posted on the entry to the defendant's individual unit.
 - d. The court papers were mailed but not posted or posted but not mailed.
7. 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. Stat. § 504B.332, subd. 3\(c\)](#); [Minn. Stat. § 504B.332, subd. 4\(b\)\(4\)](#); [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, Subd. 2](#) (formerly § 566.05).
9. Other: _____.

D. PRECONDITIONS FOR RECOVERY OF THE PREMISES

DA. Federal Law

1. Violence Against Woman Act of 2022 (VAWA) (#b Required for All Complaints), [34 U.S.C. § 12491](#), et seq.; [24 C.F.R. §§ 5.2005](#):
 - a. Plaintiff failed to state facts that authorize recovery by failing to state any allegations that are not related to or the result of an incident(s) of domestic violence, dating violence or stalking that VAWA prohibits as a basis for eviction.
 - b. Plaintiff failed to include the VAWA Notice of Occupancy Rights under the Violence Against Women Act (VAWA) and a certification form ([Form HUD 5383](#)) so this matter must be dismissed. *Id.*, [24 C.F.R. §§ 5.2005](#) (notice and form).
2. Defendant is a military service member or an active National Guard member covered by the Servicemembers Civil Relief Act., [50 U.S.C. § 3951](#).
3. Designated Contact Persons, [HUD Notice PIH-2009-36\(HA\)](#).
 - a. Plaintiff failed to give Defendant the opportunity to designate a contact person.
 - b. Plaintiff failed to contact Defendant’s designated contact person before file this action.
4. Other:
_____.

DB. Minnesota Law

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. *In re the Conservatorship of Riebel*, 625 N.W.2d 480, 483 (Minn. 2001).
- 3. Plaintiff, the landlord, the lessor, or the management company is a corporation or a similar entity.
 - a. Outside of Hennepin and Ramsey Housing Courts: It 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); *Save Our Creeks v. City of Brooklyn Park*, 699 N.W. 2d 307, 309 (Minn. 2005).
 - b. Hennepin and Ramsey Housing Courts: *Id.* See Order Promulgating Amendments to the General Rules of Practice for the District Courts, ADM09-8009 (Minn. May 13, 2019) (rejecting proposal to amend Minn. Gen. R. Prac. 603 to permit corporations to appear in eviction action initial hearings without representation by a licensed attorney, citing *Save Our Creeks*, 699 N.W.2d at 309). *But 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. Plaintiff failed to disclose either in the rental agreement or otherwise in writing prior to commencement of the tenancy the name and address of (1) the person authorized to manage the premises; and (2) the landlord of the premises or an agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands.
 - b. Defendant 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.
 - c. Defendant 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).
 - d. Defendant lives in Minneapolis. Mpls. Code of Ord. § 244.2000, amended by Mpls. Code of Ord. § 2024-028, File No. 2024-0024 (Aug 15, 2024) (Effective Mar. 1, 2025).

- i. Prior to commencement of the tenancy or within the rental agreement, Plaintiff failed to disclose:
 - (a) The name and contact information of the person authorized to manage the premises and the name and physical address of the landlord or an agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands.
 - (b) The rental license tier status of the property.
 - (c) Information regarding violations of the housing code that contributed to the tier status of the property.
 - (d) A copy of all unabated orders and violation tags affecting the dwelling unit or common areas of the property.
 - (e) An overview of how garbage, recycling, and organics recycling are managed at the property.
 - ii. The property is required to be licensed. Plaintiff failed to provide to all tenants within 90 days of the start date of the lease:
 - (a) Information on the rights of renters in a manner approved by the director of Minneapolis Regulatory Services.
 - (b) Rights protected by federal law, state law, and city ordinances.
 - (c) Contact information for the Department of Regulatory Services.
 - (d) Other information that the Director of Regulatory Services deems necessary: _____.
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 Defendant to \$250.00 in costs or by set off. [Minn. Stat. §§ 333.001-333.06](#).
7. Contents of the complaint. [Minn. Stat. § 504B.321](#) (formerly 566.05).
- a. Plaintiff failed to [state the facts which authorize recovery of the premises. 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). In Hennepin and Ramsey Housing Courts, *see Minn. Gen. R. Prac. 604(a)*.
 - b. Plaintiff failed to attach the current written lease, if any, or most recent written lease in existence, and any relevant lease addenda.
 - c. Plaintiff alleged nonpayment of rent but

- i. failed to attach a detailed, itemized accounting or statement listing the amounts
 - ii. failed to attach to the complaint a pre-filing notice that complies with [Minn. Stat. § 504B.321, subd. 1a](#). See §E.0a, Nonpayment of Rent Cases, *infra*.
- d. Plaintiff alleged a breach of lease but failed to identify:
- i. the clause of the lease which is the basis of the allegation,
 - ii. the nature of the conduct constituting the alleged breach of lease,
 - iii. the dates on which the alleged conduct took place, and
 - iv. the clause granting the right to evict based on the alleged conduct.
- e. Plaintiff alleged a violation of [Minn. Stat. § 504B.171](#) but failed to specify:
- i. the nature of the conduct constituting the alleged violation and
 - ii. the dates on which the alleged conduct took place.
- f. Plaintiff alleged holding over after notice in violation of [Minn. Stat. § 504B.285, subdivision 1](#) but failed to attach a copy of any notice to vacate or notice to quit. In Hennepin and Ramsey Housing Courts, see [Minn. Gen. R. Prac. 604\(c\)](#).
- g. Plaintiff failed to state in the complaint whether the tenancy is affected by a federal or state housing subsidy program through project-based federal assistance payments; the Section 8 program, as defined in [Minn. Stat. § 469.002, subdivision 24](#); the low-income housing tax credit program; or any other similar program, and include the name of the agency that administers the housing subsidy program.
- h. The court must dismiss and expunge this eviction action for any violation of [Minn. Stat. § 504B.321, subd. 5](#).
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. 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*.
10. This action is [moot](#) because Defendant 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).

11. Other: _____.

E. PRE-EVICTION NOTICE AND PROCEDURE

EA. Federal Law

0. Coronavirus Aid, Relief, and Economic Security (CARES) Act § 4024 Notice (30-day notice required). *See* §A0, Threshold CARES Act Defense, *supra*.
1. Proper notice was required before filing this action. Plaintiff did not give Defendant proper notice to end the lease. [42 U.S.C. § 1437d\(1\)\(3\)](#); [24 C.F.R. § 966.4\(1\)\(3\)](#).
- a. Plaintiff did not give written notice. [24 C.F.R. § 966.4\(1\)\(3\)\(i\)](#).
- b. Plaintiff did not give Defendant a long enough notice period. *Id.*
- i. Plaintiff alleges nonpayment of rent but did not give Defendant 14 days notice. But, the CARES Act requires 30 days notice. *See* §A0, Threshold CARES Act Defense, *supra*.
- ii. Plaintiff alleges a health or safety threat, household member drug-related criminal activity or violent criminal activity, or household member conviction of a felony, but did not give Defendant a reasonable time.
- iii. Plaintiff did not give Defendant 30 days notice.
- c. The notice stated that Defendant had the right to request a grievance hearing, but did not state all of the following: (1) the specific grounds for termination; (2) the right to reply to the letter; and (3) the right to look at Plaintiff's documents. [24 C.F.R. § 966.4\(1\)\(3\)\(iii\)](#).
- d. The notice did not state the right to request a grievance hearing. [24 C.F.R. § 966.4\(1\)\(3\)\(iv-v\)](#).
- i. The notice improperly stated that Defendant was not entitled to a grievance hearing. *See* ¶ EA.5.
- ii. The notice did not state all of the following: (1) Plaintiff would file this unlawful detainer case to evict me; (2) HUD determined that an unlawful detainer case meets HUD requirements for due process; (3) whether the eviction was for criminal activity or drug-related criminal activity; and (4) the right to look at Plaintiff's documents. [24 C.F.R. §§ 966.4\(1\)\(3\)\(v\), 966.4\(m\)](#).

2. Plaintiff improperly alleged in the complaint grounds for eviction not stated in a notice.
3. Plaintiff may not evict Defendant without cause. [24 C.F.R. § 966.4\(1\)\(2\)](#).
4. Plaintiff provided a grievance hearing that violated federal law. *Waconia Housing and Redevelopment Authority v. Chandler*, 403 N.W.2d 708 (Minn. Ct. App. 1987).
 - a. Defendant has a disability. Plaintiff did not reasonably accommodate that disability. [42 U.S.C. § 3604\(f\)\(3\)](#); [24 C.F.R. Parts 8, 100](#).
 - b. Informal conference. [24 C.F.R. § 966.54](#); *Dial v. Star City Public Housing Authority*, 8 Ark. App. 65, 648 S.W.2d 806 (1983).
 - i. Plaintiff did not give Defendant an informal conference.
 - ii. Plaintiff did not give defendant a meaningful opportunity to discuss the eviction.
 - iii. Plaintiff did not give Defendant a written summary of the conference.
 - iv. Plaintiff gave Defendant a written summary of the conference which did not state all of the following: (1) the names of the participants; (2) the date of the meeting; (3) Plaintiff's decision; (4) the specific reasons for the decision, and (5) how Defendant could request a formal hearing.
 - c. Formal hearing. [24 C.F.R. §§ 966.56-966.57](#).
 - i. Plaintiff did not give Defendant written notice of the hearing.
 - ii. Plaintiff gave Defendant written notice of the hearing which did not include all of the following: (1) the time and place for the hearing, and (2) the procedures for the hearing.
 - iii. The hearing officer or panel was not impartial.
 - iv. Plaintiff did not let Defendant review and copy the file and Plaintiff's documents before the hearing.
 - v. Plaintiff relied on documents at the hearing which Plaintiff did not let Defendant see before the hearing.
 - vi. Plaintiff did not let Defendant have another person represent me.
 - vii. Plaintiff did not let Defendant present Defendant's evidence and arguments, respond to Plaintiff's evidence, and confront and cross-examine all witnesses upon whose testimony or information Plaintiff relied. *See Edgcomb v. Housing Authority of the Town of Vernon*, 824 F. Supp. 312 (D. Conn. 1993).
 - viii. Plaintiff did not reasonably accommodate the disability of Defendant at the hearing.

- ix. The decision was not based solely and exclusively on the facts presented at the hearing.
 - x. Plaintiff did not give Defendant a written decision.
 - xi. The decision was in Defendant's favor, and Plaintiff is bound by it.
5. Plaintiff improperly bypassed or expedited the grievance procedure. [24 C.F.R. §§ 966.51, 966.53](#).
- a. This case does not involve criminal activity that threatens health, safety or peaceful enjoyment of Plaintiff's tenants or employees.
 - b. This case does not involve drug-related criminal activity.
6. Violence Against Woman Act (VAWA) (#b Required for All Notices), [34 U.S.C. § 12491](#), et seq.; [24 C.F.R. § 5.2005](#):
- a. Plaintiff's Notice to Vacate is based on an incident(s) of domestic violence, dating violence, sexual assault or stalking which is prohibited by basis for termination.
 - b. Plaintiff failed to include with the notice the VAWA Notice of Occupancy Rights under the Violence Against Women Act (VAWA) and a certification form ([Form HUD 5383](#)) so this matter must be dismissed. *Id.*, [24 C.F.R. § 5.2005](#) (notice and form).
 - c. Plaintiff failed to state facts that authorize recovery by failing to state any allegations that are not related to or the result of an incident(s) of domestic violence, dating violence or stalking that VAWA prohibits as a basis for eviction. [24 C.F.R. §§ 5.2001-5.2009, 966.4](#).
7. Other: _____.

EB. State Law

1. Plaintiff alleges holding over after notice. Plaintiff did not attach a copy of the termination notice to the complaint. *See* § D.7, Preconditions for Recovery of the Premises, *supra*.
2. Defendant lives in Brooklyn Center in an affordable housing unit that rents for an amount that is affordable to households at or below 80% of area median income as determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area. [Brooklyn Center Ordinance 12-201\(3\) at 5](#).
- a. Plaintiff did not have good cause to terminate or not renew the lease. [Brooklyn Center Ordinances 12-912D\(4\)-\(5\)](#).
 - b. Plaintiff failed to give proper written notice before filing this eviction action. [Brooklyn Center Ordinances 12-912D\(4\)](#) as amended and effective April 4, 2022.
- (1) Nonpayment of rent claims

- (a) Plaintiff failed to provide at least 30 days' notice prior to filing an eviction action for nonpayment of rent.
 - (b) The notice provided was insufficient because it failed to include all of the following:
 - (i) Name, mailing address, and phone number of person authorized to receive rent and fees on behalf of the owner;
 - (ii) Total amount of money the tenant owes to owner along with a specific accounting, including any past due rent, late fees, and other charges;
 - (iii) The deadline the tenant needs to pay by to avoid an eviction action (this must be 30 days or more from the date the notice is delivered);
 - (iv) Notification that the tenant may be evicted if they don't pay the past due rent; and
 - (v) Information about accessing rental assistance at 211 or <https://www.211unitedway.org/> and information about accessing legal help by visiting <https://www.lawhelpmn.org/>;
 - (c) The owner failed to serve the notice personally or by first-class mail (e-mail or electronic delivery is not sufficient).
- (2) Breach of lease claims
- (a) Plaintiff failed to provide at least 30 days' notice prior to filing an eviction action for breach of lease.
 - (b) The notice provided was insufficient because it failed to include all of the following:
 - (i) Name, mailing address, and phone number of the owner;
 - (ii) Description of specific conduct that is a violation of lease, including date of violations and the person who committed the violations and identification of the specific clause of the lease that was violated;
 - (iii) Notification that tenant has the right to correct alleged breach, how it may be corrected, and the deadline to correct the breach (this must be 30 days or more from the date the notice is delivered);
 - (iv) Information about accessing rental assistance at 211 or <https://www.211unitedway.org/> and information about accessing legal help by visiting <https://www.lawhelpmn.org/>;

- (v) Notification that the tenant may be evicted if they do not correct the breach by the deadline; and
- (vi) A copy of the lease attached to the notice.
- (c) The owner failed to serve the notice personally or by first-class mail (e-mail or electronic delivery is not sufficient).
- (3) Expedited breach of lease claims
 - (a) The owner failed to provide at least 3 days' notice prior to the filing of the eviction action.
 - (b) The notice provided was insufficient because it failed to include all of the following:
 - (i) Name, mailing address, and phone number of the owner;
 - (ii) Description of specific conduct that is a violation of lease, including date of violations and the person who committed the violations and identification of the specific clause of the lease that was violated;
 - (iii) Notification that tenant has the right to correct alleged breach, how it may be corrected, and the deadline to correct the breach;
 - (iv) Information about accessing rental assistance at 211 or <https://www.211unitedway.org/> and information about accessing legal help by visiting <https://www.lawhelpmn.org/>;
 - (v) Notification that the tenant may be evicted if they do not correct the breach by the deadline; and
 - (vi) A copy of the lease attached to the notice.
 - (c) The owner failed to serve the notice personally or by first-class mail (e-mail or electronic delivery is not sufficient).

3. [Retaliation.](#)

- a. Plaintiff's notice for Defendant 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 unmo-

tivated by Defendant’s protected activity. *Parkin v. Fitzgerald*, 307 Minn. 423, 240 N.W.2d 828 (1976).

- b. Defendant has a [common law defense to this eviction that is in retaliation](#) for Defendant’s 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 Defendant’s 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 Defendant 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. Defendant terminated the lease for domestic violence under [Minn. Stat. § 504B.-206](#). A “landlord may not commence an eviction action against a tenant who has terminated a lease as provided in” [Minn. Stat. § 504B.206, Subd. 3\(e\)](#).
- 7. Other: _____.

F. NONPAYMENT OF RENT CASES

FA. Federal Law

- 0. Coronavirus Aid, Relief, and Economic Security (CARES) Act § 4024 Notice (30-day notice required). *See* §A0, Threshold CARES Act Defense, *supra*.
- 00. HUD 30-Day Notice. In addition to the 30-day CARES Act notice, Plaintiff must provide a HUD 30-day notice in nonpayment of rent cases. [89 Fed. Reg. 101270 \(Dec. 13, 2024\)](#).
 - a. Plaintiff did not give Defendant the notice.
 - b. The notice did not include under *id.* at 101302-101304:
 - i. The dollar amount of the balance due on the rent account.

- ii. The date of the rent computation.
 - iii. “Instructions on how the tenant can cure the nonpayment of rent violation, including an itemized amount separated by month of alleged rent owed by the tenant, any other arrearages allowed by HUD and included in the lease separated by month, and the date by which the tenant must pay the amount of rent owed before an eviction for nonpayment of rent can be filed.”
 - iv. “Information on how the tenant can recertify their income and, for tenants residing in projects assisted pursuant to a housing assistance payments contract for project-based assistance under section 8 of the 1937 Act (42 U.S.C. 14-37f), information on how the tenant can apply for a hardship exemption pursuant to 24 CFR 5.630(b).
 - v. “In the event of a Presidential declaration of a national emergency, such information to tenants as required by the Secretary.
 - vi. “Accessible formats to ensure effective communication for individuals with disabilities, and the notice must provide meaningful access for persons with LEP.” *Id.* at 101271-101272.
- c. Plaintiff gave Defendant the termination notice before the day after the rent was due under the lease.
 - d. Plaintiff filed this eviction action before the effective date of the notice.
 - e. Defendant paid the alleged amount of rent owed within the 30-day notification period.
1. Proper notice was required before filing this action. *See* Holding Over Cases Defenses, § E, *supra*.
 2. Domestic Violence: Violence Against Women Act of 2022 (VAWA), [34 U.S.C. § 12491](#), et seq.; [24 C.F.R. § 5.2005](#):
 - a. Plaintiff has alleged Defendant owes charges for damage that is the result of domestic violence, dating violence, sexual assault or stalking. These charges are not a legal basis to terminate the tenancy.
 - b. The rent the Plaintiff is trying to collect incorrectly includes the income of _____, the abuser/attacker/stalker, who is excluded from Defendant’s household. The rent must be recalculated by the Plaintiff, based on the actual household composition and income, before the court can determine how much rent the Plaintiff has a right to collect from Defendant under federal regulations and Defendant’s lease.

- c. The rent has not been paid as a result of domestic violence, dating violence, sexual assault or stalking so cannot be the basis to evict Defendant.
 - d. See state law defense, *infra*, at § FB.13
3. Health, Safety, and Habitability:
- a. Plaintiff has violated the habitability law by not making repairs, including but not limited to:

Defendant requests that the court reduce the past rent and reduce future rent until repairs are completed. [42 U.S.C. § 1437d\(1\)\(2\)](#); [24 C.F.R. §§ 966.4\(b\)\(2\), 966.4\(e\), 966.4\(g\)-\(h\)](#).
 - b. See state law defense, *infra*, at § FB.4.
4. Plaintiff is charging improper late fees or other fees.
- a. Plaintiff did not give Defendant written notice that stated (1) that fees were due in 14 days, and (2) the right to request a grievance hearing. 24 C.F.R. § 966.4(b)(4). See Holding Over Cases Defenses, § E, *supra*.
 - b. 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. See state law defense, *infra*, at § FB.7.
5. Rent recertification.
- a. Plaintiff did not properly calculate Defendant’s income and rent. [42 U.S.C. § 1437a\(a\)](#); [24 C.F.R. § 5.601, et seq.](#)
 - b. Defendant pays a minimum rent and Plaintiff failed to grant Defendant a hardship exemption. [42 U.S.C.A. § 1437a\(a\)\(3\)\(B\)](#); [24 C.F.R. § 5.630\(b\)](#).
 - c. Plaintiff did not give Defendant a sufficient utility allowance. [24 C.F.R. Subpart E, §§ 965.501, et seq.](#)
 - d. Plaintiff improperly increased the rent. [24 C.F.R. §§ 966.4\(c\)](#).
 - e. Plaintiff did not offer Defendant a reasonable payment plan for corrected past rent.
6. Other: _____.

FB. State Law

- 0. Plaintiff did not comply with the statewide pre-filing notice requirements of [Minn. Stat. § 504B.321, subd. 1a](#).

- a. Plaintiff did not provide a 14 day pre-filing notice.
- b. Plaintiff's notice was not in writing.
- c. Plaintiff's notice did not include the total amount due.
- d. Plaintiff's notice did not include a specific accounting of the amount of the total due from unpaid rent, late fees, and other charges under the lease.
- e. Plaintiff's notice did not include the name and address of the person authorized to receive rent and fees on behalf of the landlord.
- f. Plaintiff's notice did not include the statement: "You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office."
- g. Plaintiff's notice did not include the following statement: "To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709."
- h. Plaintiff's notice did not include the following statement: "Your landlord can file an eviction case if you do not pay the total amount due or move out within 14 days from the date of this notice. Some local governments may have an eviction notice period longer than 14 days."
- i. Plaintiff did not deliver the notice personally or by first class mail to the residential tenant at the address of the leased premises.
- j. See Federal law defense, *supra*, at § E.

1. Local Ordinances.

- a. Defendant lives in Minneapolis and Plaintiff did not comply with the notice requirement of [Minneapolis Code of Ordinances 244.-2060, amended by Mpls. Code of Ord. § 2024-032, File No. 2024--00836 \(Sep 19, 2024\) \(Effective Mar. 1, 2025\)](#).
 - i. Plaintiff did not provide Defendant with a 28-day prefiling notice (14-day notice prior to March 1, 2025).
 - 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 Defendant failed to pay the total amount due or failed to vacate.

- b. Defendant lives in St. Louis Park and Plaintiff did not comply with the notice requirement of [St. Louis Park City Code Sec. 8-337](#).
 - i. Plaintiff did not provide Defendant with a 7-day pre-filing notice.
 - ii. Plaintiff's pre-filing 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 pre-filing notice did not include the total amount due.
 - v. Plaintiff's pre-filing 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 pre-filing 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 pre-filing notice did not provide a disclaimer that a low-income tenant may be eligible for financial assistance.
 - viii. Plaintiff's pre-filing notice did not provide a description of how to access legal and financial assistance.
 - ix. Plaintiff's pre-filing notice did not state that the landlord may bring an eviction action following expiration of the 7-day notice period if Defendant failed to pay the total amount due or failed to vacate.
 - c. Defendant lives in Brooklyn Center in an affordable housing unit and Plaintiff failed to give proper written notice before filing this eviction action. [Brooklyn Center Ordinances 12-912D\(4\)](#) as amended and effective April 4, 2022. *See* §FB.2, Holding Over Cases, *infra*.
 - d. For other defenses to notices, *see* §F, Holding Over Cases, *infra*.
 - e. Defendant lives in Saint Paul and Plaintiff increased the monthly rent by more than 3% in the last year and landlord did not get an exception from the city to allow this. [St. Paul Ordinance 193A.01-193A.09](#).
2. Plaintiff alleges [nonpayment of rent and material lease](#) violations. Defendant does 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](#).
 3. Defendant does not owe all of the rent alleged.
 4. [Health, Safety, Habitability](#) and [Privacy](#).
 - a. Plaintiff has violated the covenants of habitability, health, and safety. Defendant asks 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). The parties to a

lease or license of residential premises may not waive or modify the covenants imposed by this section. 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).

- i. Plaintiff failed to maintain premises and all common areas fit for the use intended by the parties: _____
_____.
- ii. Plaintiff failed to keep the premises in reasonable repair during the term of the lease or license, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee:
_____.
- iii. Plaintiff failed to make the premises reasonably energy efficient by installing weatherstripping, caulking, storm windows, and storm doors when any such measure will result in energy procurement cost savings, based on current and projected average residential energy costs in Minnesota, that will exceed the cost of implementing that measure, including interest, amortized over the ten-year period following the incurring of the cost: _____
_____.
- iv. Plaintiff failed to maintain the premises in compliance with the applicable health and safety laws of the state, and of the local units of government where the premises are located during the term of the lease or license, except when violation of the health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenant or licensee or a person under the direction or control of the tenant or licensee: _____
_____.
- v. Plaintiff failed to supply or furnish heat at a minimum temperature of 68 degrees Fahrenheit from October 1 to - April 30, unless a utility company requires and instructs the heat to be reduced.
- vi. Plaintiff failed to correct an emergency under [Minn. Stat. § 504B.161, subd. 1\(a\)\(2\)](#) and [Minn. Stat. § 504B.381, subd. 1](#), including:
 - (a) A unit of government has revoked a rental license, issued a condemnation order, issued a notice of intent to condemn, or otherwise deemed the property uninhabitable.
 - (b) A serious infestation.
 - (c) The loss of running water
 - (d) The loss of hot water.

- (e) The loss of heat.
- (f) The loss of electricity.
- (g) The loss of sanitary facilities.
- (h) A nonfunctioning refrigerator.
- (i) If included in the lease, a nonfunctioning air conditioner.
- (j) If included in the lease, no functioning elevator.
- (k) Any conditions, services, or facilities that pose a serious and negative impact on health or safety:
- (l) Other essential services or facilities: _____

b. Defendant's apartment is infested with bedbugs. Defendant requests 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).

c. Plaintiff made Defendant agree to perform specified repairs or maintenance, but the agreement is not supported by adequate consideration and set forth in a conspicuous writing.

d. Privacy: A violation of privacy under [Minn. Stat. § 504B.211](#) is a violation of [Minn. Stat. § 504B.161](#). Plaintiff, including its agent or other person acting under the landlord's direction and control, entered the premises rented by Defendant.

i. Plaintiff failed to have only for a reasonable business purpose.

ii. Plaintiff failed to make a good faith effort to give reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter.

iii. Plaintiff failed to specify a time or anticipated window of time of entry between the hours of 8:00 a.m. and 8:00 p.m.

iv. Plaintiff entered when Defendant was not present and prior notice had not been given, and Plaintiff failed to disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

v. Defendant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under [Minn. Stat. § 504B.178](#), and up to a \$500 civil penalty for each violation and reasonable attorney fees.

d. See Federal law defense, *supra*, at § FA.3.

5. [Rental Licensing](#).

a. The code of the city where the premises are located requires landlords to have a rental license. Defendant's 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. Defendant 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](#).
- b. Defendant's lease states that Defendant is supposed to pay \$ _____ for utility service, but the property has a shared meter or submeter which does not comply with [Minn. Stat. § 504B.216](#) (replacing Minn. Stat. §504B.215, formerly § 504.185). Defendant requests that the court:
- i. Reduce Defendant's past rent, beginning in _____ - _____, and reduce future rent until Plaintiff follows the law. [Minn. Stat. § 504B.216](#), [§ 504B.161](#) (formerly § 504.18); *Fritz v. Warthen*, 298 Minn. 54, 58-59, 213 N.W.-2d 339, 341-42 (1973);
- ii. Award Defendant treble damages or \$500, whichever is greater, and reasonable attorney's fees. [Minn. Stat. § 504B.-216](#), [§ 504B.221](#) (formerly § 504.26).
- c. See Federal law defense, *supra*, at § FA.5.
7. Plaintiff is charging [improper late fees](#).
- a. 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).
- b. 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).

- c. No late fee is due because Defendant had a proper reason to withhold Defendant's rent.
 - d. See Federal law defense, *supra*, at § FA.4.
8. Other Fees.
- a. Plaintiff failed to disclose nonoptional fees. Invalidate the fees and award Defendant treble damages and reasonable attorney fees. [Minn. Stat. § 504B.120](#).
 - b. 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](#).
9. 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. The parties 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.*
10. 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 Defendant reasonably relied on Plaintiff's conduct, to Defendant's 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).
11. Plaintiff did not give Defendant receipts for rent paid in cash. [Minn. Stat. § 504B.-118](#). The court should abate Defendant's rent as a penalty for violating the statute and dismiss this action.
12. Defendant paid the rent by money orders. Defendant has 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 Defendant paid the rent. [Minn. Stat. § 504B.291, subd. 1](#).
13. Victim of Violence.
- a. Defendant or another tenant or authorized occupant in Defendant's household has been a victim of domestic abuse, criminal sexual conduct, or stalking. [Minn. Stat. § 504B.206](#). Defendant ended the lease as required by [Minn. Stat. § 504B.206](#) so Defendant does not have any rent obligation to the Plaintiff after _____ (date in notice ending tenancy).
 - b. Defendant terminated the lease for domestic violence under [Minn. Stat. § 504B.206](#). A "landlord may not commence an eviction action against a tenant who has terminated a lease as provided in" [Minn. Stat. § 504B.206, Subd. 3\(e\)](#).

- c. See Federal law defense, *supra*, at § FA.2.
- 14. Defendant 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.](#)
- 15. Defendant has a [common law defense](#) to this eviction that is in retaliation for Defendant’s 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. Other: _____.

G. BREACH OF LEASE CASES

GA. Federal Law

- 00. Court-appointed counsel. See §A00, Right to Court-appointed Free Counsel in Breach of Lease Cases, *supra*.
- 0. Coronavirus Aid, Relief, and Economic Security (CARES) Act § 4024 Notice (30-day notice required). See §A0, Threshold CARES Act Defense, *supra*.
- 1. Proper notice was required before filing this action. See Holding Over Cases Defenses, § E, *supra*.
- 2. Domestic Violence: Violence Against Women Act of 2022 (VAWA), [34 U.S.C. § 12491](#), et seq.; [24 C.F.R. § 5.2005](#):
 - a. Plaintiff alleges breach of the lease by damage to the premises that are the result of domestic violence, dating violence, sexual assault and stalking so cannot be the basis to evict me.
 - b. Plaintiff’s alleged breach(es) are the result of domestic violence, dating violence, sexual assault or stalking so they are not (1) serious or repeated violation(s) of the lease, (2) material violation(s) of the lease, or (3) other good cause.
 - c. See state law defense, *infra*, at GB.13.
- 3. Defendant has not committed (1) serious or repeated violations of material terms of the lease or (2) other good cause for eviction. [24 C.F.R. § 966.4\(l\)\(2\)](#).
- 4. Defendant has a disability. Plaintiff did not reasonably accommodate the disability. [42 U.S.C. § 3604\(f\)\(3\)](#); [24 C.F.R. Parts 8, 100](#); *Douglas v. Kriegsfield 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).
- 5. Plaintiff alleges that Defendant unlawfully allowed unlawful activity on the property. [24 C.F.R. §§ 966.4\(f\)\(12\), 966.4\(l\)](#).

- a. The activity was not a crime. *See* [Minn. Stat. Ch. 609](#).
 - b. The person who committed the activity was not the tenant, a member of the tenant’s household, a guest staying with the tenant, or person under the tenant’s control. [24 C.F.R. § 5.100](#).
 - c. Plaintiff alleges non-drug-related activity. The activity did not threaten the health, safety, or peaceful enjoyment by other residents of the property.
 - d. Plaintiff alleges violent or drug-related criminal activity. The activity did not occur on or near the property.
 - e. A person under Defendant’s control committed drug-related criminal activity but it was not on the premises.
 - f. Possession of drug paraphernalia does not constitute drug-related criminal activity. [24 C.F.R. § 5.100](#); [Minn. Stat. § 152.092](#).
 - g. Medical marijuana use is legal under state law. [Minn. Stat. § 152.32](#).
 - h. Plaintiff based this eviction on a police arrest or arrest report, in violation of [HUD Notice PIH 2015-19 \(November 2, 2015\)](#).
 - i. Plaintiff has failed to adopt HUD Best Practices on Evicting and Terminating Assistance for Criminal Activity. [HUD Notice PIH 2015-19 \(November 2, 2015\)](#).
 - j. *See* state law defenses, *infra*, at GB.11.
6. The lease term violated HUD rules. [24 C.F.R. § 966.1, et seq.](#)
7. Other: _____.

GB. State Law

- 1. Complaint. Plaintiff alleges breaches of the lease.
 - a. Plaintiff failed to [state the facts which authorize recovery of the premises. Minn. Stat. § 504B.321](#) (formerly 566.05). *See* DB.7, Preconditions for Recovery of the Premises, *supra*.
 - b. Plaintiff did not [attach a copy of the lease](#) to the complaint. *See* DB.7, Preconditions for Recovery of the Premises, *supra*.
- 1a. Defendant lives in Brooklyn Center in an affordable housing unit.
 - a. Plaintiff failed to give proper written notice before filing this eviction action. [Brooklyn Center Ordinances 12-912D\(4\)](#) as amended and effective April 4, 2022. *See* §F.2a, Holding Over Cases, *supra*.

- b. Plaintiff did not have good caused to terminate or not renew the lease. [Brooklyn Center Ordinances 12-912D\(4\)-\(5\)](#).
 - c. Defendant corrected the breach.
2. Defendant 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 Defendant is 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. Defendant did not do this. [Minn. Stat. § 504B.321](#) (formerly § 566.05).
 4. Plaintiff did not give Defendant 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 Defendant as a member of a protected class. [42 U.S.C. § 3604](#); [Minn. Stat. § 363A.09](#).
 10. The lease term is [illegal](#), [unconscionable](#), an [adhesion contract](#), or [discriminatory](#).
 11. Plaintiff alleges that Defendant [committed criminal activity or 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. Plaintiff failed to [state the facts which authorize recovery of the premises](#). [Minn. Stat. § 504B.321](#) (formerly 566.05). See [D.7, Preconditions for Recovery of the Premises](#), *supra*.
 - b. There was no unlawful activity under [Minn. Stat. § 504B.171](#) on the property.

- c. Defendant did not unlawful activity under [Minn. Stat. § 504B.171](#) on the property.
 - d. Defendant did not know or have reason to know that there was unlawful activity under [Minn. Stat. § 504B.171](#) on the property.
 - e. Medical marijuana use is legal under state law. [Minn. Stat. § 152.32](#).
 - f. “A landlord cannot prohibit a tenant from legally possessing, and a tenant cannot waive the right to legally possess, any cannabis products, lower-potency hemp edibles, or hemp-derived consumer products, or using any cannabinoid product or hemp-derived consumer product, other than consumption by combustion or vaporization of the product and inhalation of smoke, aerosol, or vapor from the product.”
 - g. Controlled substances on the premises or in the common area and curtilage of the premises did not violate of any criminal provision of [Minn. Stat. Chapter 152](#).
 - h. Plaintiff alleges that Defendant committed a crime. Plaintiff may not terminate the tenancy based on the alleged conduct because the conduct occurred off of the premises and curtilage of the premises because:
 - i. The alleged conduct at issue does not constitute a crime of violence, or
 - ii. If the alleged victim was not another tenant, the tenant's guest, the landlord, or the landlord's employees, no conviction has resulted from the alleged conduct.
 - i. *See* Federal law defenses, *supra*, at GA.5.
12. Plaintiff is [penalizing Defendant for calling for police or emergency assistance](#) in response to domestic abuse or any other conduct. [Minn. Stat. § 504B.205](#) (formerly § 504.215).
13. Victim of Violence.
- a. The basis of the eviction is that Defendant or another tenant or authorized occupant in Defendant’s household has been a [victim](#) of domestic abuse, criminal sexual conduct, or stalking. [Minn. Stat. §§ 504B.285, Subd. 1 \(b\); 504B.206, Subd. 1 \(a\)](#).
 - b. Defendant terminated the lease for domestic violence under [Minn. Stat. § 504B.206](#). A “landlord may not commence an eviction action against a tenant who has terminated a lease as provided in” [Minn. Stat. § 504B.206, Subd. 3\(e\)](#).
 - c. *See* Federal law defenses, *supra*, at GA.2.

14. Forfeiting Defendant's 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).
15. Defendant has a [common law defense to this eviction that is in retaliation](#) for Defendant's 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. Plaintiff may not require Defendant to declaw or devocalize an animal allowed on the premises. [Minn. Stat. § 504B.114](#).
17. Other: _____.

H. REQUEST FOR RELIEF

1. Dismiss Plaintiff's Complaint and enter judgment for Defendant for the reasons set forth in this Answer and award Defendant 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 under Federal law: 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 U.S.C. §§ 3951-3959](#).
- 3a. Pre-trial Relief under State law
 - a. **Scheduling:** Schedule an evidentiary trial on a date that allows for a fair, thorough, and timely adjudication of the merits of the case, including the complexity of the matter, the need for the parties to obtain discovery, the need for the parties to ensure the presence of witnesses, the opportunity for the defendant to seek legal counsel and raise affirmative defenses. [Minn. Stat. § 504B.335\(a\)](#). See *Rice Park Properties v. Robins, Kaplan, Miller and Cieresi*, 532 N.W.-2d 556 (1995).
 - b. **Discovery:** Order Plaintiff to provide for the following discovery: allow Defendant to review Plaintiff's file on Defendant, give Defendant a list of Plaintiff's witnesses and the subject of their testimony, and give Defendant a copy of Plaintiff's exhibits. [Minn. Stat. § 504B.335\(a\)](#). See [Minn. Gen. R. Prac. 612](#) (Hennepin and Ramsey Housing Courts).
 - c. **Scope:** 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).

- d. [Combined claims](#) for 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. Rent claims: “The court may not require the defendant to pay any amount of money into court, post a bond, make a payment directly to a landlord, or by any other means post security for any purpose prior to final disposition of an action, except if the final disposition of the action may be delayed for more than ten days, the court may order the defendant to provide security in a form and amount that the court approves, based on the totality of the circumstances, provided that the amount of security may not include any amounts allegedly owed prior to the date of filing of the action and may not exceed the amount of the monthly or periodic rent that accrues during the pendency of the action.” [Minn. Stat. § 504B.335\(e\).](#)
 - 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 Defendant \$250.00 in costs or by setoff, [Minn. Stat. §§ 333.001-333.06](#), and allow Defendant to credit the award against rent.
 - h. Defendant requests a stay of this action without bond for 90 days to allow Defendant to file an action to challenge an [illegal foreclosure reconveyance](#). [Minn. Stat. § 325N.18.](#)
 - i. Make this court file confidential pending resolution of this case. *Minneapolis Star & Tribune Co. v. Schumacher*, 392 N.W.2d 197, 197 (Minn. 1986). Confidentiality is appropriate because:
_____.
 - j. Defendant requests a jury trial. [Minn. Stat. § 504B.335\(b\).](#)
4. Post-trial Relief under Federal law: Under the Violence Against Women Act fo 2022, [34 U.S.C. § 12491, et seq.](#); [24 C.F.R. §§ 5.2005](#):
- a. Order Plaintiff to (1) accept Defendant’s certification of domestic violence, dating violence, sexual assault or stalking, and (2) withdraw its termination notice and (3) dismiss this action with prejudice.
 - b. Evict Defendant _____, the abuser/attacker/stalker, but do not evict Defendant or the rest of Defendant’s household.
 - c. Order Plaintiff to evict _____, the abuser/attacker/stalker, but do not evict Defendant or the rest of Defendant’s household.
 - d. Order Plaintiff to execute a new lease with Defendant that does not include _____, the abuser/attacker/stalker.

- e. Seal any information in this court file that contains information about any incidents of domestic violence, domestic abuse violence, sexual assault or stalking, including Defendant's address, so it is not accessible to anyone but court employees, Defendant or Plaintiff for the purposes of this action.

4a. Post-trial Relief under State law

- a. Grant [relief from forfeiting](#) Defendant's 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 Defendant's rent and award Defendant treble damages or \$500, whichever is greater, and reasonable attorney's fees. [Minn. Stat. § 504B.216](#) (replaced Minn. Stat. § 504B.215, § 504.185), [§ 504B.221](#) (formerly § 504.26).
- e. Plaintiff alleged nonpayment of rent and failed to disclose nonoptional fees. Invalidate the fees and award Defendant treble damages and reasonable attorney fees. [Minn. Stat. § 504B.120](#).
- f. Plaintiff violated Defendant's privacy. Defendant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. [Minn. Stat. § 504B.211](#).
- g. [Vulnerable adult financial exploitation](#) compensatory damages or \$10,000, whichever is greater. [Minn. Stat. §§ 626.557, Subd. 20, 626.5572, Subd. 9](#).
- h. [Redemption](#). If Defendant owes rent:
- i. Plaintiff alleged [combined claims](#) of nonpayment of rent and holding over after notice. Allow Defendant to pay the rent and keep Defendant's home. [Minn. Stat. § 504B.291](#) (formerly § 504.02).
- ii. Plaintiff alleged [combined claims](#) for nonpayment of rent and material lease violations. If Defendant did not commit a material lease violation but Defendant owes rent, give

Defendant 7 days to pay. [Minn. Stat. § 504B.285](#) (formerly § 566.03).

- iii. Give Defendant _____ days to pay it or a repayment plan. 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. Defendant paid or can pay the rent due at the hearing. If Defendant owes additional costs, give Defendant _____ - _____ days to pay them. [Minn. Stat. § 504B.291](#) (formerly § 504.02).
- v. “Redemption may be made with a written guarantee from (1) a federal agency, state agency, or local unit of government, or (2) any other organization that qualifies for tax-exempt status under United States Code, title 26, section 501(c)(3), and that administers a government rental assistance program, has sufficient funds available, and guarantees funds will be provided to the landlord.” [Minn. Stat. § 504B.291, Subd. 1.](#)
- i. [Costs and Disbursements.](#)
 - i. Upon discontinuance or dismissal or when judgment is rendered in Defendant’s favor on the merits, award Defendant mandatory costs of \$200.00. [Minn. Stat. § 549.02](#); *HNA Properties v. Moore*, 848 N.W.2d 238 (Minn. Ct. App. 2014).
 - ii. If Defendant prevails, award Defendant \$5.50 for the cost of filing a satisfaction of the judgment. *Id.*
 - iii. If Defendant prevails, award Defendant other costs and disbursements (e.g. court filing, service, subpoena, expert, document, and discovery fees). [Minn. Stat. § 549.04](#):

_____.
 - iv. If Defendant is allowed to proceed *in forma pauperis*, order Plaintiff to pay any fees waived, costs deferred, or expenses paid by the court (e.g., Defendant’s filing fee) based on Defendant’s *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.

- j. [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 Defendant attorney fees, because Defendant’s 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 Defendant is entitled to attorney fees if Defendant prevails or if this action is dismissed. [Minn. Stat. § 504B.172](#).
- k. [Expunge](#) or seal this court file. [Minn. Stat. § 484.014](#).
 - i. Discretionary expungement.
 - (a) Expungement is clearly in the interests of justice and those interests are not outweighed by the public's interest in knowing about the record.
 - (b) The court also has [common law 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).
 - ii. Mandatory expungement.
 - (a) The case was commenced solely on the grounds of a foreclosed mortgage or cancelled contract for deed in [Minn. Stat. § 504B.285, subdivision 1, clause \(1\)](#), if the court finds that the defendant occupied real property that was subject to contract for deed cancellation or mortgage foreclosure and:
 - (i) the time for contract cancellation or foreclosure redemption has expired and the defendant vacated the property prior to commencement of the eviction action; or
 - (ii) the defendant was a tenant during the contract cancellation or foreclosure redemption period and did not receive a notice under section 504B.285, subdivision 1a, 1b, or 1c, to vacate on a date prior to commencement of the eviction case.
 - (b) The defendant prevailed on the merits.
 - (c) The complaint is dismissed for any reason.
 - (d) The parties to the action have agreed to an expungement.

- (e) Domestic Violence:
 - (i) Plaintiff commenced this eviction action solely on the basis that Defendant or authorized occupant has been the victim of any of the acts of violence listed in [Minn. Stat. § 504B.206, subd. 1\(a\)](#).
 - (ii) Plaintiff commenced this eviction action after Defendant terminated a lease as provided in [Minn. Stat. § 504B.206](#).
 - (f) Upon motion of a defendant, if the case is settled and the defendant fulfills the terms of the settlement.
 - iii. The court may expunge this file at the time judgment is entered or after that time. [Minn. Stat. § 504B.345, Subd. 1\(c\)\(2\)](#).
 - 1. If Defendant loses:
 - i. Give Defendant [seven days](#) to move. [Minn. Stat. § 504B.3-45](#) (formerly § 566.09). Defendant did not cause a nuisance, or seriously endanger other tenants, their property, or the landlord's property. If Defendant has to move in less than 7 days, it would be a substantial hardship to Defendant's family and Defendant.
 - ii. Alternatively, give Defendant 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](#), Defendant certifies that, to the best of Defendant's 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](#).

Defendant knows that Defendant may be fined or sanctioned by the court if this certification is false.

- 2. Under [Minn. Stat. § 358.116](#), Defendant declares under penalty of perjury that everything Defendant has stated in this document is true and correct.

Date	Defendant or Defendant’s Attorney or Agent
County and State Where Document Is Signed	
County	Address
State	Phone