STATE OF MINNESOTA
IN COURT OF APPEALS
A19-0356

Donald L. Bryant,
Respondent,

vs.

Joshua W. Bryant, Sr.,
Appellant.

Filed December 2, 2019
Affirmed
Slieter, Judge

Hennepin County District Court
File No. 27-CV-HC-18-5600

Steven R. Coon, The Law Offices of Steven Coon, Minneapolis, Minnesota (for respondent)

Jeffer Ali, Mary Kaczorek, Mid-Minnesota Legal Aid, Minneapolis, Minnesota (for appellant)

Considered and decided by Slieter, Presiding Judge; Ross, Judge; and Kalitowski, Judge.*

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

U N P U B L I S H E D O P I N I O N

SLIETER, Judge

In this eviction action based on nonpayment of rent and holding over after notice to quit, appellant Joshua W. Bryant, Sr., argues that the district court improperly found against him. Appellant was a tenant at will obligated to pay rent when this eviction action was commenced by respondent Donald L. Bryant. When appellant did not pay rent, the 14-day notice to quit as provided in Minn. Stat. § 504B.135(b) (2018) applied and allowed respondent to terminate appellant's lease. Because appellant failed to pay rent and failed to vacate after proper notice of termination, we affirm.

FACTS

This matter stems from respondent's June 2018 oral offer to allow appellant, his son, to stay at respondent's house in Richfield without paying rent. Appellant, who accepted the offer, was recently released from prison, and appellant's four children had been living with respondent during appellant's incarceration. That summer, the parties' relationship began to deteriorate. On September 28, 2018, respondent sought and obtained an *ex parte* order for protection that excluded appellant from the property. The district court vacated the order on its merits following a hearing.

In mid-October 2018, respondent gave appellant written notice of termination of the tenancy, stating that appellant must vacate the property by the end of the month. On November 8, 2018, appellant, in response to respondent changing the locks on the house, filed a claim for unlawful lockout pursuant to Minn. Stat. § 504B.375 (2018). Following a combined hearing on appellant's lockout petition and a related action, the district court

ruled that (1) respondent was a landlord, (2) appellant was a tenant at will, and (3) the mid-October notice to quit was invalid because it failed to comply with Minn. Stat. § 504B.135.[1] In response, respondent gave appellant a written demand to pay $1200 in monthly rent. Because appellant failed to pay rent, respondent provided appellant with a 14-day notice of termination of lease on November 16, 2018.

On December 14, 2018, respondent filed an eviction action alleging nonpayment of rent and failure to vacate after notice to quit. In a February 14, 2019 order, the district court implicitly adopted the findings in the related actions that respondent was a landlord, appellant was a tenant at will, and Minn. Stat. § 504B.135 required three-months' notice to vacate in a tenancy at will with no rental obligation. It also found that appellant assented to the new rental agreement by remaining in possession of the premises after respondent demanded monthly rent. Therefore, the district court concluded that the 14-day notice was proper and that respondent was entitled to possession of the premises. The district court entered judgment for the respondent.

This appeal follows.

[1] In his brief, respondent raises the issue that, prior to respondent's rent demand, appellant was not a "tenant" pursuant to chapter 504B because he did not pay rent or provide any services instead of rent. We do not consider this argument because we rule in respondent's favor on other grounds and respondent did not file a notice of related appeal. *See Moore v. Hoft*, 821 N.W.2d 591, 598 n.3 (Minn. App. 2012) ("The failure to file a notice of related appeal limits the issues before this court to those in the notice of appeal."). We do, however, question the district court's conclusion that appellant was a tenant based upon the definition of tenant in Minn. Stat § 504B.001, subd. 12 (2018), which requires either the payment of money or services.

D E C I S I O N

At issue is whether the district court properly interpreted the notice requirements to terminate a tenancy at will under Minn. Stat. § 504B.135 (2018). Statutory interpretation is a question of law that this court reviews *de novo*. *See Cocchiarella v. Driggs*, 884 N.W.2d 621, 624 (Minn. 2016). "The purpose of all statutory interpretation is to ascertain and effectuate the intent of the [l]egislature." *Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398, 402 (Minn. 2019) (quotation omitted). "We will apply the plain meaning of a statutory provision '[i]f the [l]egislature's intent is clear from the unambiguous language of the statute.'" *Id.* (quoting *Staab v. Diocese of St. Cloud*, 853 N.W.2d 713, 716-17 (Minn. 2014)).

The sole issue on appeal is whether the district court correctly ruled that respondent's 14-day notice to appellant to terminate the at-will tenancy was proper. To resolve that issue, we must first resolve whether respondent was, as claimed by appellant, legally prohibited from imposing a monthly rent obligation without first ending the "zero-rent tenancy at will," which the district court determined requires a three-month notice. The relevant statute provides:

> (a) A tenancy at will may be terminated by either party by giving notice in writing. The time of the notice must be at least as long as the interval between the time rent is due or three months, whichever is less.
>
> (b) If a tenant neglects or refuses to pay rent due on a tenancy at will, the landlord may terminate the tenancy by giving the tenant 14 days notice to quit in writing.

Minn. Stat. § 504B.135.

Appellant argues that the district court erred in finding that he assented to respondent's demand for rent by continuing to live on the property after the demand was made and asserts that, instead, he had a statutory right to remain living in his father's house. He specifically argues that he had a right to a three-month notice pursuant to Minn. Stat. § 504B.135(a), and that respondent violated that right when he demanded rent and then, when rent was not paid, provided a 14-day notice to quit.

Appellant has provided no legal authority, and we are aware of no such authority, for the proposition that respondent was prohibited from demanding rent from a tenant who previously had no obligation to pay rent. We decline to reach issues that are inadequately briefed. *See State, Dep't of Labor & Indus. v. Wintz Parcel Drivers, Inc.*, 558 N.W.2d 480, 480 (Minn. 1997). "An assignment of error on mere assertion, unsupported by argument or authority, is forfeited and need not be considered unless prejudicial error is obvious on mere inspection." *Scheffler v. City of Anoka*, 890 N.W.2d 437, 451 (Minn. App. 2017), *review denied* (Minn. Apr. 26, 2017). We also note that appellant argues respondent infringed on the three-month notice requirement as outlined in the district court's November 15, 2018 order that is referenced and implicitly adopted in the decision appealed. However, respondent's subsequent monthly rental demand and 14-day notice to vacate option was actually suggested by the district court in the same order.

Appellant argues that a plain reading of Minn. Stat. § 504B.135 prevents respondent from imposing rent before first ending the tenancy at will via a three-month notice. The district court's interpretation, he asserts, "has the practical effect of eviscerating half of the statute." We do not agree with appellant's interpretation. Appellant argues that he is

entitled to a three-month notice under Minn. Stat. § 504B.135(a). The statute says a tenant whose rent is due less frequently than every three months is entitled to a three-month notice of termination. Appellant, who claims to have had a "zero-rent tenancy at will," was no such tenant. Accordingly, he was not entitled to a three-month notice of termination. Appellant has not shown that the district court erred in interpreting the statute or the terms of the parties' June 2018 oral agreement. The district court correctly held under the facts of this case that respondent was free to demand rent and, once rent was demanded but not paid, terminate the tenancy with 14 days' notice. Because it is undisputed that appellant did not pay the rent demanded by respondent, we affirm.

Affirmed.