

*This opinion is nonprecedential except as provided by  
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA  
IN COURT OF APPEALS  
A21-0609**

State of Minnesota, by its Attorney General Keith Ellison,  
Respondent,

vs.

Howard W. Mostad,  
Appellant.

**Filed February 7, 2022  
Reversed  
Bratvold, Judge**

Pine County District Court  
File No. 58-CV-20-175

Keith Ellison, Attorney General, Caitlin Micko, Assistant Attorney General, St. Paul,  
Minnesota (for respondent)

Richard S. Eskola, Fridley, Minnesota (for appellant)

Considered and decided by Bratvold, Presiding Judge; Reyes, Judge; and Frisch,  
Judge.

**NONPRECEDENTIAL OPINION**

**BRATVOLD**, Judge

Appellant-landlord challenges the district court's grant of summary judgment for respondent attorney general, enforcing the governor's emergency executive order by providing declaratory and injunctive relief and by rejecting appellant's constitutional defense. Appellant raises two issues and argues the district court erred (1) by determining

appellant violated the emergency executive order when he constructively evicted his tenants; and (2) by rejecting appellant's defense that the state's enforcement of the emergency executive order was an unconstitutional taking of appellant's property without due process or just compensation. We reverse on the first issue and therefore need not reach the second issue.

## FACTS

The district court's decision followed discovery and cross-motions for summary judgment. The material facts are undisputed and are summarized from the district court's order.<sup>1</sup>

Appellant Howard Mostad owned property, which included a home, on Grindstone Lake Road in Sandstone. Beginning in October 2019, Mostad rented the home to L.S. and C.F. (collectively, "tenants"). The handwritten lease had an initial six-month term, provided for a month-to-month term beginning on April 1, 2020, and agreed tenants would allow "showing" for rental or sale.

On February 28, 2020, Mostad informed tenants in writing that he would not renew the lease or enter a month-to-month tenancy. Mostad's letter also instructed tenants to leave the home by midnight on April 1, 2020.

---

<sup>1</sup> We note first that the district court amended its summary-judgment order sua sponte one day after issuing it, making minor changes and directing the entry of judgment. This opinion refers to the district court's amended order. Second, in his reply brief to this court, Mostad alleges disputed facts, but during oral argument, he conceded the facts relevant to the issues on appeal are undisputed.

On March 13, 2020, Governor Walz declared a peacetime emergency in Minnesota because of the COVID-19 pandemic. On March 23, Governor Walz signed Emergency Executive Order 20-14 (EEO 20-14), which the district court correctly summarized as prohibiting “landlords and property owners from filing eviction actions or terminating residential tenancies during the pendency of the peacetime emergency, with only narrow exceptions.” *See* Emerg. Exec. Order No. 20-14, *Suspending Evictions and Writs of Recovery During the COVID-19 Peacetime Emergency* (Mar. 23, 2020). Soon after, on March 25, Governor Walz signed Emergency Executive Order 20-20 (EEO 20-20), which ordered all persons living in Minnesota “to stay at home or in their place of residence” from March 27 through April 10, with limited exceptions for certain out-of-home activities. *See* Emerg. Exec. Order No. 20-20, *Directing Minnesotans to Stay at Home* (Mar. 25, 2020).<sup>2</sup>

On April 2, 2020, Mostad knocked on tenants’ door and told them he wanted to show the home to a prospective buyer, but tenants denied access. When tenants refused, “[Mostad] entered the house, walked to the home’s fuse box in the boiler room and used a screwdriver to remove breakers from the fuse box, thereby disconnecting the electricity to the home.” The district court stated that it was undisputed tenants lacked electricity in the

---

<sup>2</sup> The stay-at-home EEO provided exemptions; specifically, “[i]ndividuals whose homes or residences are unsafe or become unsafe, including [if] . . . sanitation or essential operation of the home or residence cannot be maintained, are allowed and urged to leave their home or residence and relocate to a safe alternative home or residence.” *See* EEO 20-20, at 3.

home and that Mostad was “upset” with tenants “for not paying their electric bill, which was overdue.”

Tenants contacted the Minnesota Attorney General’s office (attorney general) on April 2 to report Mostad cut off their electricity. An assistant attorney general contacted Mostad on April 3 and “informed [Mostad] that turning off a tenant’s utilities is against the law, including a violation of [EEO] 20-14,” and if Mostad “did not promptly restore utilities” to tenants’ home, the attorney general “would seek emergency relief from the court.” Later on April 3, the state sued Mostad, alleging two causes of action: (1) Mostad violated EEO 20-14 by disconnecting tenants’ electricity because it “amount[ed] to an eviction,” and (2) Mostad violated Minn. Stat. § 504B.221 (2020), which authorizes a tenant to recover damages and attorney fees if a landlord unlawfully interrupts a tenant’s utilities.

In its prayer for relief, the state sought a wide range of remedies: emergency relief for tenants under Minn. Stat. § 504B.381 (2020), declaratory and injunctive relief, treble damages under Minn. Stat. § 504B.221, civil penalties “up to \$25,000” for “each separate violation of [EEO 20-14] and sections 504B.221, 504B.381,” and recovery of the state’s costs and attorney fees under Minn. Stat. § 8.31 (2020). The state separately moved for ex parte relief by requesting a temporary restraining order (TRO) and temporary injunction, which the district court described as asking it “to stop Mostad from continuing to interrupt his tenants’ electricity or otherwise attempt[ing] to terminate their residency at the home during the pendency of the State’s enforcement action.”

On April 4, 2020, Mostad “hired an electrician and restored the electricity to the home.” Tenants were without electricity for two days but “did not vacate or abandon the premises.”

The district court granted an ex parte TRO on April 7, prohibiting Mostad from preventing any utility services at tenants’ home or otherwise interfering with tenants’ ability to reside at the residence, requiring Mostad to ensure all utility services were restored within 24 hours of the order, and directing Mostad to notify the state within one hour of restoring electricity at the residence.<sup>3</sup>

On May 1, 2020, Mostad answered the complaint; he amended his answer a few months later. Among other affirmative defenses, Mostad alleged enforcement of EEO 20-14 was an unconstitutional taking of his property without due process or just compensation.

Discovery followed. Mostad sold his Sandstone property on July 2, 2020. While details about tenants’ move are not in the record, Mostad’s brief to this court asserts tenants resided in the home until he sold his property, and the state does not contend otherwise.

Mostad moved for summary judgment, asking the district court to (1) dismiss count one because he did not violate EEO 20-14; (2) dismiss count one because enforcement of EEO 20-14 “constitutes an unconstitutional taking of [Mostad’s] property without due process or just compensation”; (3) dismiss count two as the state lacked standing to bring a claim under Minn. Stat. § 504B.221; (4) dismiss count two as the state did not provide

---

<sup>3</sup> After a hearing on April 13, the district court issued a verbal order extending the TRO and granting a temporary injunction.

notice as required by Minn. Stat. § 504B.381, subd. 4; and (5) deny the state's request for civil penalties, attorney fees, and litigation costs.

The state also moved for summary judgment, asking the district court to grant relief as a matter of law after determining (1) on count one, Mostad violated EEO 20-14 because his "undisputed actions clearly establish that he both terminated his Tenants' tenancy and constructively evicted his tenants"; and (2) on count two, Mostad violated Minn. Stat. § 504B.221 by disconnecting tenants' utilities. The state's motion sought permanent injunctive relief, civil penalties, and an award of the state's costs and attorney fees.

In support of its motion, the state offered November 2020 deposition testimony in which Mostad confirmed he was aware dismantling the fuse box would deprive tenants of electricity. Mostad also testified tenants "could go into town and go under a bridge" when questioned about what he thought tenants would do without electricity. Mostad claimed tenants had not paid their electricity bill for three months and stated, "I ain't paying for it. I have to feed all you nonproductive pigs of the earth anyways, being a farmer for all these years."

After a hearing, the district court granted summary judgment in part and denied summary judgment in part. On count one, the district court ruled for the state after determining Mostad violated EEO 20-14 by constructively evicting tenants, who "would have been forced to move" after Mostad disconnected their electricity, leaving them without "heat and running water" and making the home "uninhabitable for them and their child." The district court denied summary judgment for Mostad, rejecting his defense that

EEO 20-14 amounted to an unconstitutional taking. The district court also granted the state’s request for declaratory relief under EEO 20-14 and permanently enjoined Mostad to comply with “all Emergency Executive Orders relating to landlords and tenancy.”<sup>4</sup>

On count two, the district court denied summary judgment for the state, determining Minn. Stat. § 504B.221 does not authorize the attorney general to pursue penalties on behalf of tenants.<sup>5</sup> While the district court agreed with the state that the attorney general could pursue relief on behalf of tenants under Minn. Stat. § 504B.381, subd. 1, the district court nonetheless denied relief under that section (aside from the TRO) because the attorney general did not provide Mostad with the 24-hour notice required by statute. *See* Minn. Stat. § 504B.381, subd. 4.

Finally, the district court denied summary judgment for the state on its request for civil penalties. While the district court found Mostad “did act in bad faith,” it also determined there was “no injury to the public,” the state provided “no information” about Mostad’s ability to pay, and Mostad derived no benefits from the violation because “[t]he tenants did not move and [Mostad] had to pay money two days later to restore the

---

<sup>4</sup> While the district court’s order refers only to “declaratory” relief, the terms used in the order enjoined Mostad to comply with EEO 20-14. We also note the record otherwise reflects that the district court and the parties understand the district court’s order to have granted a permanent injunction.

<sup>5</sup> Alternatively, the district court rejected count two under section 504B.221 because Mostad restored electricity in a “reasonable period of time,” as required by Minn. Stat. § 504B.221(a)(2), and “there is no evidence of actual damages on the record.”

electricity.” The district court also denied the state’s request for costs and attorney fees and stated, “[a]ll other motions are hereby denied.”<sup>6</sup>

This appeal follows.

## DECISION

Mostad challenges the district court’s grant of summary judgment for the state on count one, which enjoined him to comply with EEO 20-14. Appellate courts “review the grant of summary judgment de novo to determine whether there are genuine issues of material fact and whether the district court erred in its application of the law.” *Montemayor v. Sebright Prods., Inc.*, 898 N.W.2d 623, 628 (Minn. 2017) (quotation omitted). An appellate court views “the evidence in the light most favorable to the party against whom summary judgment was granted.” *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 76–77 (Minn. 2002) (citations omitted). We review a district court’s decision to grant an injunction for abuse of discretion. *St. Jude Med., Inc. v. Carter*, 913 N.W.2d 678, 684 (Minn. 2018). A district court abuses its discretion when it erroneously interprets or applies the law. *Fannie Mae v. Heather Apartments Ltd. P’ship*, 811 N.W.2d 596, 599 (Minn. 2012). We review a district court’s interpretation of law de novo. *Harlow v. State, Dep’t of Hum. Servs.*, 883 N.W.2d 561, 568 (Minn. 2016).

Mostad raises two issues on appeal. He argues the district court’s decision must be reversed because he did not violate EEO 20-14 as a matter of law, and alternatively, the

---

<sup>6</sup> Following entry of judgment on its summary-judgment order, the district court granted reconsideration of its denial of costs and attorney fees. According to the district court’s register of actions, it stayed entry of judgment on this reconsideration order pending the outcome of this appeal.



state's enforcement of EEO 20-14 is invalid as an unconstitutional taking of property without due process or just compensation.<sup>7</sup>

**I. Mostad did not violate EEO 20-14 as a matter of law by disconnecting tenants' electricity.**

During the recent peacetime emergency caused by COVID-19, Governor Walz promulgated EEO 20-14, which suspended most eviction actions and lease terminations. *See* EEO 20-14. In the order enacting EEO 20-14, the governor stated that providing "a temporary moratorium" on eviction actions would allow "households to remain stably

---

<sup>7</sup> We briefly discuss our jurisdiction over this appeal, noting that the district court's order reads like a partial grant of summary judgment but does not direct entry under Minn. R. Civ. P. 54.02. *See generally* Minn. R. Civ. App. P. 103.03(a) (allowing an appeal from a partial judgment entered under Minn. R. Civ. P. 54.02); *Brookfield Trade Ctr., Inc. v. County of Ramsey*, 609 N.W.2d 868, 873 n.6 (Minn. 2000) ("[p]artial summary judgments are interlocutory in nature, and as such are not final judgments," so they generally are not appealable). While the district court expressly granted summary judgment for the state on count one, its disposition of count two is less clear. The district court denied the state's summary-judgment motion on count two and denied "all other motions," implying it denied Mostad's motion for summary judgment on count two. But the district court's decision to deny summary judgment on count two was based on its determination that the state "lacked the power to file suit for damages on behalf of the tenant under section 504B.221" and failed to give required notice under section 504B.381. Thus, the district court effectively granted summary judgment for Mostad on count two, and the district court directed entry of judgment. We conclude the district court's summary judgment resolved both count one and count two of the state's complaint. *See generally Nelson v. B. & B. Co.*, 119 N.W.2d 713, 713 (Minn. 1963) ("Where . . . summary judgment is granted on all issues the aggrieved party may, upon entry of judgment, proceed with his appeal from the judgment."). To be clear, neither party raises count two in this appeal, and we offer no opinion on the district court's decision about count two.

Alternatively, this court may review the district court's decision as an interlocutory appeal of an order granting an injunction. *See* Minn. R. Civ. App. P. 103.03(b) (allowing an appeal from an order that "grants, refuses, dissolves, or refuses to dissolve an injunction"); *Edina Educ. Ass'n v. Bd. of Educ. of Indep. Sch. Dist. No. 273 (Edina)*, 562 N.W.2d 306, 311 (Minn. App. 1997) ("[T]he district court's order is an injunction and is appealable under Minn. R. Civ. App. P. 103.03.").

housed as they safeguard the health of themselves, their families, and other Minnesotans” and that “[c]urrent laws and rules do not allow for cessation” of notices to terminate tenancies or eviction actions “during the COVID-19 pandemic.”

EEO 20-14 has two provisions central to this appeal. Paragraph one prevented “property owners, mortgage holders, or other persons entitled to recover residential premises after March 1, 2020” from filing eviction actions “under Minnesota Statutes 2019, section 504B.285 or 504B.291.” Even though landlords could not file eviction actions, EEO 20-14 did not “relieve[] a tenant’s obligation to pay rent.” Paragraph two required “all residential landlords” to cease termination of “residential leases during the pendency of the [peacetime] emergency” unless the termination was caused by “the tenant seriously endangering the safety of other residents or for violations of Minnesota Statutes 2019, section 504B.171, subdivision 1.”

The district court determined Mostad violated paragraph one of EEO 20-14 after concluding Mostad constructively evicted tenants when he disconnected their electricity and “cut[] off their access to heat and running water.” Although the state also argued Mostad violated paragraph two of EEO 20-14, the district court did not discuss that argument.

Mostad does not dispute he entered tenants’ leased home and “disconnected the tenants’ electricity, cutting off their access to heat and running water.” Mostad instead challenges the district court’s determination that he violated EEO 20-14, because it only prohibits two things—filing an eviction action and terminating a lease. Mostad contends his conduct did not violate EEO 20-14, as he did neither of these two things. The state

agrees Mostad did not file an eviction action but contends Mostad's actions violated both paragraph one and paragraph two of EEO 20-14.

We review the parties' arguments by interpreting paragraphs one and two of EEO 20-14 in turn.

**A. The district court erred by interpreting EEO 20-14 as prohibiting constructive eviction and by determining Mostad violated EEO 20-14.**

Mostad, the state, and the district court interpret paragraph one of EEO 20-14 to prohibit constructive eviction. Mostad contends the district court's decision that he constructively evicted tenants "is an incorrect application of Minnesota Law and is erroneous." He argues that Minnesota law on constructive eviction requires a tenant to surrender, abandon, or vacate the leased property, and it is uncontradicted tenants did not do so in this case. The state responds that Mostad constructively evicted tenants by disconnecting their electricity because tenants could have justifiably abandoned the property after Mostad made it uninhabitable.

We begin our analysis by defining constructive eviction, as this is at the heart of the parties' arguments. Generally, constructive eviction is a tenant's defense to a landlord's claim for nonpayment of rent and occurs "when the beneficial enjoyment of [property] by the lessee is so interfered with by the landlord as to justify an abandonment. It does not suppose an actual ouster or dispossession by the landlord." *Colonial Ct. Apartments, Inc. v. Kern*, 163 N.W.2d 770, 771 (Minn. 1968). "There can be no constructive eviction without a surrender of possession." *Loining v. Kilgore*, 45 N.W.2d 554, 555 (Minn. 1951);

*see also Fritz v. Warthen*, 213 N.W.2d 339, 343 (Minn. 1973) (holding abandonment of premises is a prerequisite to the defense of constructive eviction).

Next, we consider the district court’s decision to grant summary judgment on count one by examining its interpretation of EEO 20-14 as prohibiting constructive eviction. “Because the governor’s emergency-executive orders have ‘the full force and effect of law,’ Minn. Stat. § 12.32, . . . it is appropriate to apply statutory-interpretation principles in interpreting them.” *In re Murack*, 957 N.W.2d 124, 128 (Minn. App. 2021). Our goal when interpreting an executive order is to give effect to the governor’s intent. *See Christianson v. Henke*, 831 N.W.2d 532, 536–37 (Minn. 2013) (describing statutory interpretation principles). “[N]o word, phrase, or sentence should be deemed superfluous, void, or insignificant.” *Am. Fam. Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). If the governor’s intent is discernable from the executive order’s unambiguous language, “construction is neither necessary nor permitted,” and we apply the executive order’s plain meaning. *See Am. Tower, L.P. v. City of Grant*, 636 N.W.2d 309, 312 (Minn. 2001) (describing statutory interpretation principles). We cannot add words to an executive order that have been “purposely omit[ted] or inadvertently overlook[ed].” *See Thomas v. Indep. Sch. Dist. No. 2142*, 639 N.W.2d 619, 621 (Minn. App. 2002) (quotation omitted) (describing statutory interpretation principles).

EEO 20-14 expressly prohibits filing “an eviction action” and does not refer to constructive eviction. Rather, paragraph one of EEO 20-14 is narrowly stated to suspend “the ability to file an eviction action under Minnesota Statutes 2019, section 504.285 or 504B.291.” EEO 20-14, at 2. Still, the district court determined constructive eviction is

equivalent to filing an eviction action, and the state urges us to adopt this view. The state argues constructive evictions are “necessarily encompassed by [EEO] 20-14.” The state also claims it is “nonsensical to permit landlords to engage in self-help evictions while all court-filed evictions are suspended under [EEO] 20-14.”

For two reasons, we conclude EEO 20-14 does not prohibit a landlord from disconnecting a tenant’s utilities and constructively evicting a tenant. First, neither constructive eviction nor disconnecting utilities is prohibited by the plain terms of EEO 20-14. We do not add language to an executive order, just as we do not add language to a statute. *See Thomas*, 639 N.W.2d at 621.

Second, constructive eviction is always illegal, not just during a peacetime emergency. Minnesota law prohibits a landlord from unlawfully disconnecting utilities and using “self-help” to force a tenant from the leased premises. *See* Minn. Stat. §§ 504B.221 (authorizing tenant’s recovery of penalties against landlord for interrupting electricity, heat, gas, or water services to tenants), .225 (providing landlord’s intentional interruption of utilities is a misdemeanor), .281 (prohibiting landlord from retaking possession of leased property “forcibly”) (2020). We therefore reject the state’s claim that it is necessary for EEO 20-14 to suspend constructive eviction by a landlord. Certainly, EEO 20-14 does not permit self-help evictions. It simply does not address this behavior.

To be clear, Mostad’s conduct in forcibly entering the tenants’ home and disconnecting the electricity was illegal and reprehensible. *See* Minn. Stat. § 504B.225 (providing landlord’s intentional interruption of electricity with intent to remove tenant is

a misdemeanor). While this illegal conduct is not addressed by EEO 20-14, it is prohibited by existing Minnesota law, which also provides tenants with a remedy.

Here, the state's complaint asserted one such available remedy in count two by alleging Mostad's actions violated Minn. Stat. § 504B.221. The state also succeeded in its petition for emergency relief to enjoin Mostad's wrongful conduct under Minn. Stat. § 504B.381. The state obtained a TRO ordering Mostad to ensure all utility services were restored in tenants' home within 24 hours of the order, and to cease any conduct terminating utilities to the tenants' home. Mostad restored electricity after being served with the state's complaint. We also note the district court found Mostad acted in bad faith. In sum, we recognize the state's complaint and petition for emergency relief under Minn. Stat. § 504B.381 succeeded and obtained relief for tenants. This supports our view that Minnesota law provides adequate remedies to address a landlord's unlawful termination of utilities.

The district court's decision to reject the state's arguments on count two of its complaint does not persuade us that EEO 20-14 prohibits constructive eviction. The district court denied the state's summary-judgment motion on count two because it reasoned Minn. Stat. § 504B.221 does not authorize *the attorney general* to recover penalties after a landlord has unlawfully terminated utilities. The state did not appeal this adverse determination, and we do not review the district court's decision on count two. Even if we assume the district court is correct on count two, its interpretation merely limited the recovery of penalties by the attorney general. We conclude Minn. Stat. § 504B.221

provides adequate remedies for *a tenant* to address a landlord's unlawful termination of utilities.

In sum, the district court erred when it determined Mostad violated EEO 20-14 by disconnecting tenants' electricity and constructively evicting them. The plain language of EEO 20-14 prohibits filing an eviction action and does not address constructive eviction or the disconnection of electricity to a leased home. In light of our determination that EEO 20-14 does not prohibit constructive eviction, we need not address the parties' arguments about whether Minnesota law on constructive eviction requires a tenant to abandon the premises.

**B. Mostad did not violate paragraph two of EEO 20-14.**

The state alternatively contends Mostad violated paragraph two of EEO 20-14 "because he acted to force the tenants to vacate the rental home and in doing so, terminated their tenancy." Mostad disagrees, arguing the lease "terminated by its own terms" because the lease was for a definite term, ending on April 1, 2020, and before the governor's emergency executive orders, Mostad gave tenants written notice that he would not renew the lease or convert it to a month-to-month lease. Mostad contends he "did not terminate the tenants' lease subsequent to the March 23, 2020 issuance of [EEO 20-14]."

Even though the district court did not address the state's argument under paragraph two of the EEO, the issue is before us on appeal. Under Minnesota law, it is well established "that where a party litigated two separate grounds for recovery and the district court made its decision based on one and not the other, that party can 'stress any sound reason for affirmance' even if 'it is not the one assigned by the trial judge, in support of the decision.'"

*Day Masonry v. Ind. Sch. Dist.* 347, 781 N.W.2d 321, 331 (Minn. 2010) (quoting *Penn Anthracite Mining Co. v. Clarkson Sec. Co.*, 287 N.W. 15, 17 (Minn. 1939)); *see also* *Hunt by Hunt v. Sherman*, 345 N.W.2d 750, 753 n.3 (Minn. 1984) (“It is well settled, however, that a respondent may, without taking a cross-appeal, urge in support of a decree any matter appearing in the record, even though the argument may involve an attack upon the reasoning of the lower court or an insistence upon matters overlooked or ignored by it.”).

Paragraph two of EEO 20-14 provides that, as of March 24, 2020, “all residential landlords must cease terminating residential leases during the pendency of the emergency,” subject to certain exceptions not applicable to Mostad’s case. *See* EEO 20-14, at 2. The common and ordinary meaning of “terminating” is “to bring to an end.” *See Black’s Law Dictionary* (11th ed. 2019) (defining terminate); *see generally* *Jaeger v. Palladium Holdings, LLC*, 884 N.W.2d 601, 605 (Minn. 2016) (stating the court may look to a dictionary to ascertain the “plain and ordinary meaning” of a word or phrase not defined in a particular statute or rule).

The tenants’ lease with Mostad ended on April 1, 2020, by its own terms, because Mostad gave tenants written notice that the lease would expire, he would not renew it, and they were to vacate by April 1, 2020. Based on this record and the language of EEO 20-14, we conclude Mostad’s actions on April 2 did not terminate a lease under EEO 20-14 because the lease ended on April 1 per the lease terms and Mostad’s written notice.

In conclusion, even though Mostad’s conduct in disconnecting tenants’ electricity on April 2 was reprehensible, he did not violate EEO 20-14. Mostad did not file an eviction action or terminate a residential lease after March 24, 2020. Thus, the district court erred



by determining Mostad violated EEO 20-14, and we reverse its grant of summary judgment for the state on count one and vacate the permanent injunction against Mostad.

## **II. Mostad’s takings defense**

The district court denied Mostad’s summary-judgment motion to reject enforcement of EEO 20-14 as an unconstitutional taking, determining “[a]s a matter of law, there was no regulatory taking of [Mostad’s] rental property.” Because we conclude the district court erred by granting summary judgment to the state on count one, we need not decide Mostad’s alternative argument for reversal. Additionally, we decline to decide the issue because Mostad’s principal brief to this court cited no legal authority on takings aside from a general reference to the Minnesota and United States Constitutions. This court generally declines to decide an issue that is not supported by legal authority. *See Ganguli v. Univ. of Minn.*, 512 N.W.2d 918, 919 n.1 (Minn. App. 1994) (declining to address “allegations” unsupported by legal analysis or citation); *Ward v. El Rancho Manana, Inc.*, 945 N.W.2d 439, 448–49 (Minn. App. 2020) (“[P]arties forfeit any issues that they do not argue in their brief,” and appellant failed to argue the issue “in their principal brief,” so the court “decline[d] to address it.”). Thus, we decline to decide the takings issue raised on appeal.

**Reversed.**