STATE OF MINNESOTA

IN SUPREME COURT

A19-2045

Court of Appeals — Thissen, J.

Aaron Reimringer,

Appellant,

vs.

Filed: June 16, 2021
Office of Appellate Courts

Bart Anderson,

Respondent.

Dean Treftz, Mid-Minnesota Legal Aid, Minneapolis, Minnesota, for appellant.

Jayne E. Esch, Alex T. Mastellar, Rinke Noonan, Saint Cloud, Minnesota, for respondent.

Keith Ellison, Attorney General, Leah M. Tabbert, Katherine Kelly, Assistant Attorneys General, Saint Paul, Minnesota, for amicus curiae State of Minnesota.

S Y L L A B U S

To recover treble damages for ouster from a residential premises under Minn. Stat. § 504B.231 (2020), a tenant must establish that a landlord acted both unlawfully and in bad faith.

Reversed and remanded.

O P I N I O N

THISSEN, Justice.

This case concerns the circumstances under which tenants can recover treble damages for ouster under Minn. Stat. § 504B.231 (2020). We must decide whether a landlord who resorts to self-help to remove a tenant from a residential premises automatically acts "in bad faith" under the statute and, if not, under what circumstances does a landlord act in bad faith when unlawfully removing tenants. In other words, we must determine the legal standard for bad faith under Minn. Stat. § 504B.231.

We hold that, to recover treble damages for ouster from a residential premises under Minn. Stat. § 504B.231, the tenant must establish two facts: that a landlord acted (1) unlawfully and (2) in bad faith. To prove bad faith under the statute, a tenant must show that the landlord acted in a dubious or dishonest fashion—in a way that suggests the landlord was acting with some ulterior motive or purpose beyond just a desire to oust the tenant—when unlawfully removing them from a residential premises. We therefore reverse the decision of the court of appeals and remand to that court to allow it to address one remaining issue left unaddressed by its decision.

FACTS

Appellant Aaron Reimringer signed a lease on August 1, 2019, to rent a single family house in Monticello from respondent Bart Anderson. The lease provided for a monthly rent of $2,500 and required Reimringer to pay $7,500 (first and last month's rent plus a $2,500 security deposit) "in advance" of moving into the house. Paragraph 22 of

the lease specified that, "[i]f [Reimringer] materially breaches this lease, [Anderson] may" bring an unlawful detainer action to evict Reimringer.

Reimringer moved into the house on September 1, 2019, with his partner, S.S., his children, two dogs, and one cat. Anderson did not hand over the keys directly; instead, the previous tenant had left the house unlocked and the keys in the kitchen. Reimringer did not pay the $7,500—or any amount—prior to moving in. At trial, he testified that he and Anderson had an understanding that he would pay the $7,500 "when [he] could."

Anderson learned that Reimringer and his family had moved into the house at some point in early to mid-September 2019.[1] He testified that when he visited the house on September 10 or 12, he asked that Reimringer pay the $2,500 security deposit, and Reimringer responded that he needed to withdraw money from his 401(k) to pay the deposit as well as first and last months' rent. In contrast, Reimringer testified that Anderson did not make any demands for payment until September 30, 2019.

S.S. testified that at approximately 8 p.m. on September 30, Anderson and his girlfriend showed up at the house and asked whether S.S. had a check for payment of rent. When S.S. said no, Anderson's girlfriend told S.S. that she had to leave the house

[1] Reimringer and Anderson dispute exactly when Anderson became aware that Reimringer had moved into the house. Anderson claims that he did not become aware until September 10 or 12 when he visited the house to pick up his mail. In contrast, Reimringer submitted an email exchange between him and Anderson dated September 6, which, Reimringer claims, shows that Anderson knew Reimringer and his family had moved into the house. Anderson testified that he thought he would be meeting Reimringer at the house on September 6 to perform a damage inspection and receive the $7,500 owed prior to move in, but because he never heard back from Reimringer, he did not go to the house on that date.

immediately. S.S. called the local sheriff's office and was advised to inform Anderson that he would need to follow the proper procedure to evict the family. Anderson did not speak with the sheriff on the phone.

Reimringer testified that on that same evening he was away from the house and received a text message from Anderson requesting a phone call. During the call, Anderson told Reimringer that he needed to return to the house and either pay the entire $7,500 or vacate the property immediately. Reimringer returned to the house and spoke with Anderson, who upon learning that Reimringer could not pay him, demanded that Reimringer move out of the house by midnight. Reimringer testified that after some back and forth Anderson told him that "you guys need to get your shit and get out" and then "took a step towards" him. Reimringer then agreed to leave the house. S.S. testified that the family had only about a half hour to collect some basic items before leaving.[2] Reimringer and his family drove to a nearby hotel, where they stayed for the next several weeks.

Anderson paid for a room at the hotel for Reimringer and his family for three nights. He testified that he did this so the family could "stay until they came up with the money" and move back into the house. Anderson also placed the remainder of Reimringer's

[2] Anderson contends that the family likely had closer to 1.5 to 2 hours to pack, based on Reimringer's testimony that the family left between 9:30 to 10 p.m.

personal property in a rented storage container for a period of time until Reimringer was able to pick it up.[3]

On October 11, 2019, Reimringer filed a verified petition for possession of residential rental property following unlawful removal under Minn. Stat. § 504B.375 (2020), known as a "lockout" petition.[4] Reimringer also sought treble damages for ouster under Minn. Stat. § 504B.231. Following an evidentiary hearing, the district court dismissed Reimringer's lockout petition and denied his damages claim. In dismissing the lockout petition, the district court concluded that Reimringer was not a "residential tenant" as defined by Minn. Stat. § 504B.001, subd. 12 (2020), and thus could not "recover possession of the premises" pursuant to Minn. Stat. § 504B.375, subd. 1. The district court also found that Anderson did not act in bad faith by removing Reimringer, a requirement to recover treble damages under Minn. Stat. § 504B.231. Specifically, the court reasoned that it could not find bad faith because Anderson paid for three nights in a hotel for Reimringer and his family following the removal and placed Reimringer's personal property in a locked storage container accessible to Reimringer.

The court of appeals affirmed the district court's denial of Reimringer's claim for treble damages under Minn. Stat. § 504B.231.[5] *Reimringer v. Anderson*, No. A19-2045,

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[3] The district court concluded that "[t]here was credible testimony that [Reimringer] refused to pick up his own personal property" for a period of time after leaving the house.

[4] Reimringer had previously filed an unverified lockout petition that the district court dismissed without prejudice on October 7, due to procedural errors.

[5] Reimringer did not appeal the district court's denial of his lockout petition. That issue is not before us.

2020 WL 5624132, at *4 (Minn. App. Sept. 21, 2020). The court of appeals reviewed the district court's denial of Reimringer's treble damages claim for clear error because "[t]he existence of bad faith is a question of fact." *Id.* at *3; *see also Sviggum v. Phillips*, 15 N.W.2d 109, 112 (Minn. 1944) (interpreting a rent control statute that allowed evictions only if landlord reoccupied the unit themselves in good faith and presenting that issue as one "for the trier of fact to consider"). The court relied on several definitions of bad faith previously articulated by the court of appeals and our court. *See Reimringer*, 2020 WL 5624132, at *3.

Applying those definitions, the court observed that, while "[t]he evidentiary record is mixed with respect to the issue of bad faith," it contained support for the district court's finding that Anderson did not act in bad faith, as evidenced by his payment for a hotel room for Reimringer's family for three nights and renting a storage container to store the family's personal property. *Id.* at *3–4. The court noted that, although other facts in the record could support a finding of bad faith, "the existence of evidence contrary to a district court's finding does not mean that the finding is clearly erroneous." *Id.* at *3. In other words, the court held that the district court's finding was not " 'manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.' " *Id.* (quoting *DeCook v. Olmsted Med. Ctr., Inc.*, 875 N.W.2d 263, 274 (Minn. 2016)). Accordingly, the court of appeals affirmed the district court's finding on bad faith. *Id.* at *4. We granted review.

ANALYSIS

This dispute concerns the meaning of Minn. Stat. § 504B.231, an issue of statutory interpretation which we review de novo. *Vill. Lofts at St. Anthony Falls Ass'n v. Hous. Partners III-Lofts, LLC*, 937 N.W.2d 430, 435 (Minn. 2020). When interpreting statutes, we attempt "to ascertain and effectuate the intention of the legislature." Minn. Stat. § 645.16 (2020). When the plain language of a statute is unambiguous, we follow it. *Vill. Lofts*, 937 N.W.2d at 435.

A.

We begin with the text of the statute. *Id.* The relevant language reads:

> If a landlord, an agent, or other person acting under the landlord's direction or control *unlawfully and in bad faith* removes, excludes, or forcibly keeps out a tenant from residential premises, the tenant may recover from the landlord treble damages or $500, whichever is greater, and reasonable attorney's fees.

Minn. Stat. § 504B.231(a) (emphasis added). The plain text of the statute suggests that a successful claim for treble damages requires a showing of both unlawfulness *and* bad faith when a landlord removes a tenant.

In a context like this, the word "and" serves as a conjunctive link between two distinct elements in a statute or rule. *See State v. Nelson*, 842 N.W.2d 433, 440–41 (Minn. 2014); *Lennartson v. Anoka-Hennepin Indep. Sch. Dist. No. 11*, 662 N.W.2d 125, 130 (Minn. 2003); *Farnam v. Linden Hills Congregational Church*, 149 N.W.2d 689, 696 (Minn. 1967). Accordingly, the use of "and" in the statute means that the two separate statutory elements—"unlawfully" and "in bad faith"—must *both* occur to establish a claim for treble damages. *See Nelson*, 842 N.W.2d at 441 (observing that the use of "and" in the

relevant statute "may reasonably require the concurrence of both" elements to show a violation). Stated another way, a tenant seeking treble damages under section 504B.231(a) must prove that the landlord's conduct was both unlawful *and* in bad faith.

Further, the terms "unlawfully" and "bad faith" require different evidentiary proof. *See State v. Strobel*, 932 N.W.2d 303, 308 (Minn. 2019) (affording different meanings for two terms used in a statute where the context of the statute made that clear); *State v. Townsend*, 941 N.W.2d 108, 110 (Minn. 2020) ("Because the meaning of a phrase often depends on how it is being used in the context of the statute, we examine words and phrases in context."). Here, other provisions of Minnesota's landlord-tenant laws provide useful context to support the textual conclusion that the Legislature intended "unlawfully" and "in bad faith" to carry different meanings.

The Legislature included several different remedies in chapter 504B—equitable, criminal, and civil—that tenants can pursue in the event their landlord (either directly or indirectly) removes them from a residential premises. *See* Minn. Stat. § 504B.231(b) ("The remedies provided in this section are in addition to and shall not limit other rights or remedies available to landlords and tenants."). First, a tenant may bring an equitable action under Minn. Stat. § 504B.375 to recover the premises following unlawful exclusion or removal; Reimringer himself sought this remedy, albeit unsuccessfully, by filing a lockout petition in the district court. Meanwhile, a criminal misdemeanor penalty can be imposed on any landlord "who unlawfully and intentionally removes or excludes a tenant . . . or intentionally interrupts or causes the interruption of [utility] services to the tenant with

intent to unlawfully remove or exclude the tenant." Minn. Stat. § 504B.225 (2020). No showing of bad faith is required under section 504B.225.[6]

In addition, chapter 504B prescribes a treble damages civil remedy for landlord conduct that is different from, albeit related to, the removal conduct covered by section 504B.231(a). Minnesota Statutes § 504B.221 (2020) permits a tenant to recover treble damages or $500, whichever is greater, as well as reasonable attorney's fees, when a landlord "interrupts or causes the interruption of [utility] services to the tenant." A tenant's recovery for utility interruption is limited to actual damages, however, rather than treble damages if: (1) the tenant failed to give the landlord notice of the utilities interruption; (2) the landlord restored or made a good faith effort to restore utilities within a reasonable period of time after receiving notice; or (3) the interruption occurred "for the purpose of repairing or correcting faulty or defective equipment or protecting the health and safety of the occupants" and the landlord restored or made a good faith effort to restore utilities within a reasonable period of time after receiving notice. Minn. Stat. § 504B.221(a)(1–3).

The language used in each of these provisions prescribing what a tenant must show to pursue the corresponding remedies sheds light on the Legislature's intent to require a tenant to prove that a landlord acted both "unlawfully and in bad faith" to recover treble damages under section 504B.231. Section 504B.375 requires proof that the landlord's

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[6] Notably, the initial draft of the legislation that became Minn. Stat. § 504B.231(a) required proof that the landlord acted "unlawfully and intentionally." *Compare* S.F. 1330, 73d Minn. Leg. 1984 (as introduced), *with* Act of May 2, 1984, ch. 612, § 1, 1984 Minn. Laws 1469, 1470 (codified as amended at Minn. Stat. § 504.255 (1984)). The statutory language was changed during the legislative committee process to "unlawfully and in bad faith."

removal of the tenant "was unlawful." Minn. Stat. § 504B.375, subd. 1(c). Section 504B.225 requires proof that the landlord removed the tenant "unlawfully and intentionally." Minn. Stat. § 504B.225. And section 504B.221 provides that the mere act of interrupting a tenant's utilities may trigger recovery of treble damages unless one of three specifically identified circumstances exist. Minn. Stat. § 504B.221(a). Accordingly, the different words the Legislature used in these interrelated provisions suggests that the Legislature intended to require tenants to prove different things when pursuing these different remedies, whether intent, unlawfulness, bad faith, or simply the landlord's act itself. This different language is strong evidence that the Legislature did not intend for "unlawfully" and "in bad faith" in section 504B.231 to carry the same meaning.

In sum, when considering the text of Minn. Stat. § 504B.231 and the context of related statutes in chapter 504B, we conclude that section 504B.231 clearly and unambiguously treats unlawfulness and bad faith as distinct elements, both of which a tenant must prove to recover treble damages for ouster. Thus, Reimringer cannot prevail on his claim under section 504B.231—cannot prove bad faith—simply by claiming that Minnesota landlord-tenant law does not permit self-help removal of a tenant as a matter of law. This conclusion necessarily begs the question, to which we now turn, of what exactly bad faith means under section 504B.231.

B.

Minnesota's landlord-tenant statutes do not expressly define bad faith. *See* Minn. Stat. § 504B.001 (2020) (defining various terms used in chapter 504B). Although "the existence of bad faith is an issue of fact," bad faith functions as a legal standard a factfinder

applies to a given set of facts. *See, e.g.*, *Uselman v. Uselman*, 464 N.W.2d 130, 140 (Minn. 1990) (applying a "subjective test" to determine the existence of bad faith under a statute permitting sanctions for attorney conduct). Thus, defining bad faith in the context of Minn. Stat. § 504B.231 is a legal question which we review de novo. *See Rasmussen v. Two Harbors Fish Co.*, 832 N.W.2d 790, 797 (Minn. 2013).

At a high level, bad faith can be understood as "[d]ishonesty of belief, purpose, or motive." *Bad faith*, *Black's Law Dictionary* (11th ed. 2019).[7] Consequently, we hold that, to prove bad faith under section 504B.231, a tenant must show that the landlord acted in a dubious or dishonest fashion—in a way that suggests the landlord was acting with some ulterior motive or purpose beyond just the ouster—when unlawfully removing the tenant from a residential premises. Put another way, under section 504B.231, bad faith means that the unlawful removal or exclusion of a tenant is done in such a fashion that shows that the landlord harmed or wanted to harm the tenant in a way that goes beyond merely depriving the tenant of access to his or her residence. This definition reinforces the Legislature's choice to impose a proof requirement in section 504B.231 that differs from

[7] In the past, we have defined bad faith in a variety of ways in different contexts. *See Nordling v. N. States Power Co.*, 478 N.W.2d 498, 506 (Minn. 1991) (stating that a person engages in bad faith if he or she engages in "wrongful conduct done without legal justification or excuse"); *Rico v. State*, 472 N.W.2d 100, 107 (Minn. 1991) (stating that bad faith is "willful violation of a known right"); *see also Minnwest Bank Cent. v. Flagship Props., LLC*, 689 N.W.2d 295, 303 (Minn. App. 2004) (stating that bad faith in the context of the contractual duty of good faith and fair dealing requires a showing that a party "has an ulterior motive for its refusal to perform a contractual duty"). Each of these definitions contains an element of willful wrongfulness as does the definition of bad faith we adopt for section 504B.231. But because section 504B.231 requires proof of both unlawfulness and bad faith and does so in the specific context of ouster, we do not expressly adopt any of these prior broad and general definitions.

those in related provisions of chapter 504B and that looks beyond a landlord's unlawful act of removing a tenant.

The factual analysis of whether bad faith has occurred under this definition should address the totality of the circumstances surrounding the landlord's unlawful removal of a tenant.[8] Some circumstances the factfinder may consider include the terms of the lease agreement; the timing of the removal; the means used to remove the tenant; and statements made by the landlord before, during, or after the removal. This list is by no means exclusive or exhaustive, but we provide these examples to emphasize that a tenant cannot simply assert a lack of honest mistake on the part of the landlord to establish bad faith. Under the standard that we adopt today, an unlawful, self-help removal, on its own, does not automatically establish that a landlord acted in bad faith.

C.

Having established a standard for bad faith under Minn. Stat. § 504B.231, we now address Reimringer's arguments. First, Reimringer argues that both the district court and the court of appeals erred by considering Anderson's "mitigation" (paying for the hotel room and placing Reimringer's personal property in a storage container) in their respective bad faith analyses. He claims that these "post-ouster actions are not relevant" because the plain language of section 504B.231 uses present tense verbs to describe when a landlord

[8] In a recent case, the court of appeals used a totality of the circumstances approach (though not in name) when determining whether the district court had erred in its bad faith findings. *See Bass v. Equity Residential Holdings, LLC*, 849 N.W.2d 87, 93 (Minn. App. 2014) (considering a landlord's refusal to take phone calls after tenant discovered the locks had been changed, failure to assist tenant in recovering her belongings, and continued insistence that tenant had abandoned the premises despite evidence to the contrary).

may face liability for treble damages: if the landlord "unlawfully and in bad faith removes, excludes, or forcibly keeps out a tenant." Minn. Stat. § 504B.231(a).

Reimringer interprets the statute too narrowly. It would stretch the plain text of the statute to assume that the moment a tenant is physically removed or excluded from the premises, subsequent actions taken by the landlord do not factor into whether the landlord acted in bad faith. *See* Minn. Stat. § 645.08(2) (2020) (outlining the canon of statutory construction that "words used in the past or present tense include the future"). For example, under Reimringer's reading of the statute, if a landlord repeatedly called and harassed a tenant who had been removed from the premises an hour previously—even to the point where the landlord admitted throwing out the tenant because of some dubious or dishonest motive—such evidence could not factor into a district court's determination of whether that landlord acted in bad faith because those acts occurred after the tenant had been removed. Instead, we conclude that, when considering a claim for treble damages under Minn. Stat. § 504B.231, a factfinder may consider any landlord conduct that sheds light on whether the landlord acted in bad faith under the standard for bad faith set forth above, regardless of whether that conduct occurred before, during, or after the ouster itself.

Second, Reimringer takes issue with the portion of the decision of the court of appeals that stated, "the district court reasonably could have believed that Anderson acted in good faith because he was justified in not allowing Reimringer to reside on his property without paying rent or a security deposit . . . ." *Reimringer*, 2020 WL 5624132, at *3. We agree with Reimringer that permitting a landlord to prove a lack of bad faith by claiming that he thought his actions were legal should not factor into a bad faith analysis under the

standard that we adopt.[9] A landlord who unlawfully removes a tenant based on some mistaken belief about the legal right of the tenant to reside in the premises—for instance, whether a valid lease had formed entitling the tenant to possession of the premises—cannot rely on that mistake to rebut a bad faith allegation.

The issue of whether a person is legally entitled to remain in a residential premises goes to the distinct question under section 504B.231(a) of whether the landlord removed that person unlawfully, not to the question of whether the removal was also in bad faith. If the tenant in fact did not have a right to remain on the premises (for instance, the landlord had obtained an eviction order from the court or the tenant voluntarily abandoned the premises), then the landlord's action is not unlawful and the tenant cannot maintain an action under section 504B.231(a).[10] But if the landlord's conduct in removing a tenant is unlawful, permitting a landlord to rely on a good faith mistake of law to prove that the landlord did not act in bad faith under section 504B.231(a) would allow the landlord to escape liability merely by alleging that he did not know that resorting to self-help is unlawful. *Cf. State v. Jacobson*, 697 N.W.2d 610, 615–16 (Minn. 2005) (stating that "[a]s a general rule, mistake or ignorance of the law [in the criminal context] is not a defense"

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[9] The parties here had signed a lease agreement that required Reimringer to pay first and last months' rent and a security deposit prior to moving into the house but also outlined Anderson's options (including filing an unlawful detainer action) in the event Reimringer materially breached the lease. Unsurprisingly, the terms of the agreement did not permit Anderson to resort to self-help to remove Reimringer from the house.

[10] The landlord may not physically remove a tenant still occupying the premises after securing an eviction order; only authorized officers may execute such orders. *See* Minn. Stat. § 504B.365, subd. 1 (2020).

unless "relevant to negate the intent for the crime"); *Claude v. Collins*, 518 N.W.2d 836, 841 (Minn. 1994) (noting that a good faith mistake of law as to the requirements of Minnesota's Open Meetings Law does not qualify as a defense to the law's prescribed penalties). The separate question of whether Reimringer had a legal right to remain on the premises is not before us.[11]

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[11] Before the court of appeals, Reimringer challenged the district court's finding that he was not a "residential tenant" as defined in Minn. Stat. § 504B.001, subd. 12. *Reimringer*, 2020 WL 5624132, at *2. The district court made that finding in the context of rejecting Reimringer's recovery of possession claim under section 504B.375. Reimringer did not challenge dismissal of that claim on appeal. *Id*. at *2, n.1. The district court did not rely on the residential tenant definition when dismissing Reimringer's claim for treble damages under section 504B.231. As the court of appeals pointed out, the term "residential tenant" is not used in Minn. Stat. § 504B.231(a), which refers to a "tenant" without qualification. *Id.* at *2.

Nonetheless, apparently assuming that the meaning of "tenant" in section 504B.231 is synonymous with the statutory definition of "residential tenant" in section 504B.001, subd. 12, Reimringer argued before the court of appeals that the district court erred by determining that he was not a tenant. Anderson countered that because Reimringer did not meet the statutory definition of "residential tenant," he could not pursue relief under section 504B.231(a). The court of appeals did not address the issue of whether Reimringer was a tenant for purposes of section 504B.231(a), 2020 WL 5624132, at *2, and we similarly decline to reach, and express no opinion on, this issue.

We also do not address Anderson's related argument that no lease ever formed because Reimringer never made any rent payment or security deposit and thus Reimringer had no legal right to occupy the property. Relying on our decision in *Mercil v. Brouillette*, 69 N.W. 218 (Minn. 1896), Anderson asserts that, because Reimringer had no legal right to occupy the property, Anderson could lawfully remove Reimringer without resorting to the judicial eviction procedures set forth in Minn. Stat. §§ 504B.281–.371 (2020). We granted review solely to address the meaning and application of the requirement in section 504B.231 that a landlord act "in bad faith." The independent question of whether Anderson's removal of Reimringer was not "unlawful" under *Mercil* is also not before us, and we express no opinion on Anderson's legal theory nor the application or ongoing validity of the common law rule described in *Mercil* to the facts of this case. *See Berg v. Wiley*, 264 N.W.2d 145, 151 (Minn. 1978) (departing from the common law rule applied in *Mercil* and other cases in favor of the modern rule requiring a landlord to resort to judicial eviction procedures to remove a tenant).

Our conclusion that a landlord may not rely on a mistaken understanding of the law to defeat a finding that the landlord acted in bad faith, however, does not preclude a landlord from relying on a mistake of fact that the tenant had, for instance, voluntarily abandoned the premises. Take an example proffered by Reimringer at oral argument: a landlord changes the locks to the premises and removes the tenant's belongings on the good faith, but mistaken, belief that the tenant had voluntarily abandoned the premises. After finding out that the tenant had not abandoned the premises, the landlord restores the tenant to possession. The landlord's actions may be unlawful because the tenant was removed without resorting to judicial eviction procedures, but the landlord's actions, considering the totality of the circumstances, may not amount to bad faith under section 504B.231(a).

To that end, and to address Reimringer's final argument, we want to be clear that our decision today does not contravene our precedent in *Berg v. Wiley*, 264 N.W.2d 145 (Minn. 1978), which held that self-help evictions are unlawful.[12] Self-help removal of a residential tenant—that is, removal without resorting to judicial eviction procedures—remains unlawful. *Id.* at 151 ("[T]he only lawful means to dispossess a tenant who has not abandoned nor voluntarily surrendered but who claims possession adversely to a landlord's

[12] A "self-help eviction" generally refers to any action taken by a landlord to remove a tenant from the premises without resorting to the judicial eviction procedures prescribed by the Legislature in Minn. Stat. §§ 504B.281–.371. *Stone v. Clow*, No. A13–0984, 2014 WL 902724, at *5 (Minn. App. Mar. 10, 2014) ("Here, Clow admitted that he did not begin judicial proceedings to evict Stone, but simply locked Stone out of his rental unit. Thus . . . Clow's resort to self-help by excluding Stone was wrongful as a matter of law."); *see also Berg*, 264 N.W.2d at 151 ("In our modern society, with the availability of prompt and sufficient legal remedies as described, there is no place and no need for self-help against a tenant in claimed lawful possession of leased premises.").

claim of breach of a written lease is by resort to judicial process.").[13] Our decision does not disturb the holding in *Berg*. Rather, we address only the scope of one of several specific remedies for a tenant who has been unlawfully removed from a premises by a landlord: the circumstances under which a tenant may recover treble damages and attorney fees for unlawful and bad faith removal under Minn. Stat. § 504B.231(a).

D.

In sum, to recover treble damages under Minn. Stat. § 504B.231, tenants must establish that their landlord removed them from a residential premises unlawfully *and* in bad faith. Consequently, because we have clarified the standard for bad faith under section 504B.231, we reverse and remand to the court of appeals to answer the question left undecided in its decision; namely, whether Reimringer is a tenant entitled to relief under Minn. Stat. § 504B.231. If the court of appeals determines that Reimringer is a tenant under section 504B.231(a), then the case should be remanded to the district court for further proceedings consistent with this opinion.

CONCLUSION

For the foregoing reasons, we reverse the decision of the court of appeals and remand to the court of appeals for further proceedings consistent with this opinion.

Reversed and remanded.

[13] Anderson does not claim that Reimringer voluntarily surrendered the premises by agreeing to leave on September 30.