

This opinion will be unpublished and may not be cited except as provided by Minn. Stat. § 480A.08, subd. 3 (2010).

**STATE OF MINNESOTA
IN COURT OF APPEALS
A12-0877**

Ronald Deason, et al.,
Appellants,

vs.

Jason Wood,
Respondent.

**Filed December 10, 2012
Reversed and remanded
Halbrooks, Judge**

Hennepin County District Court
File Nos. 27-CV-HC-12-8, 27-CV-HC-12-20

Scott M. Flaherty, Daniel M. White, Briggs and Morgan, P.A., Minneapolis, Minnesota
(for appellants)

Jason Wood, Minneapolis, Minnesota (pro se respondent)

Considered and decided by Halbrooks, Presiding Judge; Stauber, Judge; and
Collins, Judge.*

UNPUBLISHED OPINION

HALBROOKS, Judge

On appeal from the district court's affirmance of the housing court's determination that respondent did not breach the terms of the parties' lease, appellants argue that (1) the

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

housing court found facts that constitute respondent's breach of the lease and (2) appellants are entitled to terminate the lease and evict respondent. Because respondent breached the parties' lease, we reverse the district court's decision and remand the case for the issuance of a writ of recovery and order to vacate.

FACTS

Pursuant to a written lease, appellants Gwynne and Ronald Deason rented a three-bedroom residential property to respondent Jason Wood. Wood's occupancy commenced on October 1, 2011. The lease grants Wood the right to occupy the residence for 18 months, subject to several conditions. Among other restrictions, the lease prohibits Wood from storing hazardous or flammable substances on the premises and from modifying, altering, improving, or repairing the property without prior written permission from the Deasons. The lease addendum reiterates that "[a]ll interior changes of the rental property must be approved by the owner." The lease further provides that if Wood breaches any term of the lease:

[The] Owner has a right of re-entry and may pursue all remedies available by law, including but not limited to the following: (i) bring an eviction action . . . (ii) demand in writing that Tenant immediately, or at some specified future date, surrender the Premises . . . or (iii) terminate this Lease upon five (5) days written notice to Tenant.

In December 2011, the Deasons' attorney notified Wood in writing that the lease was terminated because he had breached its terms. The notification listed several allegations of breach, including Wood's alteration of the property without permission. On January 3, 2012, the Deasons filed an eviction action, and Wood filed a rent-escrow

action. The cases were consolidated, and the housing court held a bench trial in which Wood prevailed on both actions.

Housing Court's Factual Findings

Of significance to our analysis, the housing court made several factual findings, including that Wood stored propane, Tiki torches, and gasoline on the property. The housing court also found that Wood pounded nails into the walls in order to hang pictures and installed a security system at the property. In addition, the housing court found that Wood repaired tiles in the bathroom shower using a sealant.

Housing Court's Legal Conclusions

The housing court concluded that none of these facts constituted a breach of the terms of the lease. The housing court reasoned that propane, Tiki torches, and gasoline are “normal possessions” and that it is “unusual” for a landlord to prohibit them. As to the alterations to the property’s walls, the housing court ruled that placing holes in the walls did not breach the lease because “hanging pictures . . . is expected and normal behavior for a [t]enant.” The housing court further reasoned that the holes could be “easily remedied without expense to the owner” because Wood’s security deposit was sufficient to cover that cost. As to Wood’s installation of the security system, the housing court did not explain why this conduct did not breach the lease, noting only that a security system provides additional security. With respect to Wood’s repair of the bathroom, the housing court concluded that using sealant was not prohibited by the lease, but it did not explain why undertaking the repair itself was not a breach.

The district court affirmed the housing court’s decision. This appeal follows.

DECISION

The Deasons argue that the district court erroneously concluded that Wood did not breach the parties' lease. On appeal from a civil judgment, we consider whether the evidence sustains the findings and whether the findings support the conclusions. *Minneapolis Pub. Hous. Auth. v. Greene*, 463 N.W.2d 558, 560 (Minn. App. 1990). When material facts are not in dispute, we review the district court's application of the law de novo. *In re Collier*, 726 N.W.2d 799, 803 (Minn. 2007). We give no deference to a district court on questions of law. *Modrow v. JP Foodservice, Inc.*, 656 N.W.2d 389, 393 (Minn. 2003). The interpretation of an unambiguous contract is a question of law. *Roemhildt v. Kristall Dev., Inc.*, 798 N.W.2d 371, 373 (Minn. App. 2011), *review denied* (Minn. July 19, 2011). A lease is a contract and "[u]nambiguous contract language must be given its plain and ordinary meaning, and shall be enforced by courts even if the result is harsh." *Minneapolis Pub. Hous. Auth. v. Lor*, 591 N.W.2d 700, 704 (Minn. 1999) (citation omitted).

As noted, the housing court found that Wood stored propane, Tiki torches, and gasoline on the property and the district court affirmed these findings. The plain language of the lease, however, prohibits Wood from storing "hazardous or flammable substances" at the property. And there has been no dispute in this matter about the flammability of these materials. The housing court's observation that this lease provision is unusual is irrelevant to both the legal inquiry of whether the parties' agreement prohibits this conduct and the legal enforcement of that contract. Because Wood's

storage of flammable substances breached the terms of the lease, the district court erred in affirming the housing court's conclusion that no breach occurred.

Further, the housing court found that Wood installed a security system, repaired shower tiles, and put holes in the walls of the property. Wood admitted that he did not have permission to undertake these alterations, and the lease expressly prohibits this conduct. The housing court's reasoning that a security system improves security is irrelevant to the determination of whether Wood breached the lease by installing a security system. With respect to the bathroom repair, the housing court failed to explain on what basis this unapproved repair did not violate the lease. And its observation that hanging pictures is "normal behavior" does nothing to negate the terms to which the parties agreed to be bound. The housing court's reasoning that the walls could be "easily remedied without expense to the owner," ignores the legal effect of the lease's prohibition on "all interior changes" without owner approval. Because the lease expressly prohibits Wood from undertaking any interior change to the property without the Deasons' prior approval, he breached the lease by making unapproved alterations. Consequently, the district court erred in affirming the housing court's conclusion that no breach occurred.

A landlord is entitled to recover possession of property by eviction when the tenant "holds over . . . contrary to the conditions or covenants of the lease." Minn. Stat. § 504B.285, subd. 1(2) (2010). A landlord's right to an eviction action is complete upon a tenant's violation of a lease condition. *Minneapolis Cmty. Dev. Agency v. Smallwood*, 379 N.W.2d 554, 556 (Minn. App. 1985), *review denied* (Minn. Feb. 19, 1986). A lease

must be enforced even if the result is harsh. *Lor*, 591 N.W.2d at 704. When a landlord prevails in an eviction action, the court must “immediately issue a writ of recovery of premises and order to vacate,” and award costs to the landlord. Minn. Stat. § 504B.345, subd. 1(a) (2010). If the tenant shows that immediate restitution of the property would work a substantial hardship on him, the district court must stay the writ for a reasonable period, not to exceed seven days. *Id.*, subd. 1(d) (2010). The Deasons are entitled to evict Wood. We therefore reverse and remand the case to the district court for the issuance of a writ of recovery and order to vacate.

Reversed and remanded.