

MAY 12 1992

STATE OF MINNESOTA
DISTRICT COURT

COUNTY OF ST. LOUIS
6TH JUDICIAL DISTRICT

Paul Vesterstein,

Plaintiff,

vs.

Debra Branley,

Defendant.

FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
ORDER FOR JUDGMENT

COURT FILE
C5-92-600723

UNLAWFUL DETAINER

The above entitled matter came on for trial before the undersigned Judge of the above-entitled Court on the 21st day of April, 1992. Plaintiff appeared in person, pro se. Defendant appeared in person and through Ms. Linda Culligan Bruce, Paralegal, assigned to the Legal Aid Services of Northeastern, Minnesota.

This matter is a complaint in Unlawful Detainer where Plaintiff seeks to evict Defendant for allegedly breaching the terms of a written lease by disturbing fellow tenants and neighbors and lodging unwarranted complaints and accusations with the Plaintiff. Defendant opposes Plaintiff's complaint and asserts several procedural defects and disputes the facts relied upon by Plaintiff.

At the close of the hearing the Defendant asked to be permitted to present a written memo containing her final argument. Based on the evidence heard at the trial and on a review of the arguments and memorandum presented to the Court, the Court makes its Findings of Fact, Conclusions of Law and

18.6.1

Order for Judgment as follows:

FINDINGS OF FACT

1. That effective August 1, 1991 Plaintiff and Defendant entered into a one year written lease for rental residential premises located at 1402 East First Street, Duluth, Minnesota, 55805.

2. That Plaintiff testified that at the time he entered into the initial lease herein he was not aware that Defendant suffered from mental illness.

3. That shortly after Defendant occupied the leased premises Defendant started making repeated and unnecessary contacts with Plaintiff in which she expressed unreasonable fears and doubts about the premises.

4. That shortly there after Plaintiff notified Defendant that he intended to commence eviction proceedings.

5. That through negotiations with Social Services agents and the Housing Authority, the parties entered into a second lease running from September 1, 1991 to August 31, 1992.

6. That Defendant does suffer from mental illness and is low income and as such enjoys the benefits provided for in various federal regulations.

7. That Plaintiff testified that he was aware that Defendant was mentally ill when he entered into the second lease agreement.

8. That following the execution of the second lease agreement the parties got along for a period of time but that during the winter months Defendant resumed her practice of making

numerous contacts to the plaintiff claiming defects in the premises which were largely unfounded.

9. That Plaintiff testified that these contacts disturbed him and members of his family.

10. That Plaintiff therefore commenced this action to terminate the tenancy and the lease.

11. That employees of the Housing and Redevelopment Authority testified that in their opinion the Defendant is capable of living independently, but acknowledged that she necessitated special attention by Housing and Redevelopment Authority agents and by her landlord.

12. That Plaintiff did not produce convincing and first-hand evidence concerning harassing conduct by Defendant of other tenants of the Plaintiff.

13. That Plaintiff demonstrated sensitivity to Defendant's mental condition, but at this point feels that Defendant's conduct makes the leasehold arrangement between them unworkable and creates an unbearable burden on himself and his family.

14. That the Housing and Redevelopment Authority has an apparatus set up to mediate problems between tenants such as Defendant and their landlords.

15. That Plaintiff believes that in the past such mediation services have not been effective in that the Housing and Redevelopment Authority has failed to respond to his requests concerning disputes with Defendant.

CONCLUSIONS OF LAW

1. In the evidence admitted at the trial the Plaintiff has

failed to show that under the circumstances of this case where Plaintiff knew of Defendant's condition when executing the second lease agreement that the Defendant has committed a material breach of the lease agreement by harassing and disturbing neighbors and the landlord.

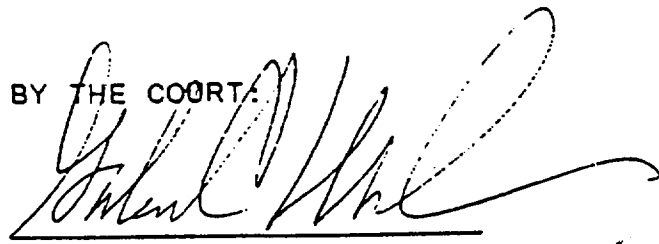
2. That Plaintiff's complaint herein must therefore be denied and Defendant may continue to occupy the premises pursuant to the terms of the lease.

ORDER FOR JUDGMENT

Let Judgment be entered accordingly.

Dated this 8th day of May, 1992.

BY THE COURT:



GALEN C. WILSON

FILED
MAY 8 1992
District Court

JUDGMENT

The foregoing Conclusions of Law hereby constitute the Judgment of of the Court.

May 8, 1992

JOSEPH M. LASKY,
Court Administrator

By Cindy DeBeer
Deputy

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