STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1159

Tyrone Murphy,
Appellant,

vs.

Aeon,
Respondent,

Steven Scott Management, Inc., et al.,
Respondents;

Kings Manor, LLC,
Respondent,

vs.

Tyrone D. Murphy,
Appellant,

John Doe, et al.,
Defendants.

Filed June 16, 2025
Reversed and remanded
Bond, Judge

Hennepin County District Court
File Nos. 27-CV-HC-22-4251, 27-CV-HC-22-4631

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Considered and decided by Bond, Presiding Judge; Frisch, Chief Judge; and Reyes, Judge.

SYLLABUS

1. A landlord's installation of a padlock on a residential tenant's apartment door without judicial process, when the tenant has neither abandoned nor surrendered the premises, is an unlawful lockout under Minn. Stat. § 504B.375 (2024).

2. A city's determination that a residential apartment is temporarily uninhabitable due to fire damage and must not be occupied until repairs are complete does not extinguish a tenant's present legal right to possess the premises under a written lease.

3. The plain language of Minn. Stat. § 504B.425(g) (2024) does not categorically exclude an award of alternative housing costs or consequential damages to a tenant who has prevailed in an emergency tenant remedies action under Minn. Stat. § 504B.381 (2022), even when the fire that caused the tenant's apartment to become uninhabitable was not caused by a landlord.

OPINION

BOND, Judge

This appeal arises from respondent-landlord's installation of a padlock on appellant-tenant's apartment door following a fire. Respondent padlocked the apartment door without judicial process after the City of New Hope declared the apartment temporarily uninhabitable due to damage caused by a fire in the next-door apartment. The padlock prevented appellant from entering the apartment or accessing his belongings inside.

Appellant brought a combined lockout petition and emergency tenant remedies action (ETRA) in district court. Minnesota's lockout statute allows a residential tenant who has been unlawfully excluded or removed to recover possession of the premises by filing a lockout petition. Minn. Stat. § 504B.375, subds. 1, 5. Under the ETRA statute, a residential tenant may petition the district court for relief in cases of emergency involving the loss of essential services or facilities that the landlord is responsible for providing. Minn. Stat. § 504B.381, subd. 1 (2022).[1] The district court determined that respondent did not commit an unlawful lockout and that alternative housing costs and consequential damages are not available remedies under the ETRA statute for appellant's losses resulting from a fire that respondent did not cause.

Appellant challenges those determinations, arguing that respondent's installation of a padlock on appellant's door amounted to unlawful self-help and that the ETRA statute allows an award of alternative housing costs and consequential damages to a prevailing tenant, even when the landlord did not cause the tenant's apartment to be uninhabitable. We conclude that the city's determination that appellant's apartment was temporarily uninhabitable did not extinguish appellant's present legal right to possession under the lease, and therefore, respondent's installation of a padlock on appellant's apartment door without judicial process constituted an unlawful lockout under Minn. Stat. § 504B.375.

[1] The legislature amended section 504B.381 in 2023. 2023 Minn. Laws ch. 52, art. 19, § 93, at 351-52. The 2023 amendments, which apply to petitions filed on or after January 1, 2024, do not apply in this case because tenant filed his petition in August 2022. *Id.*

We further conclude that the plain language of Minn. Stat. § 504B.425(g), which allows a district court to award "any other relief it deems just and proper" to a tenant who has prevailed under the ETRA statute, does not categorically exclude an award of alternative housing costs or consequential damages even when, as here, respondent's inability to provide a safe and habitable home was because of a fire that respondent did not cause. Accordingly, we reverse and remand.

FACTS

Appellant Tyrone Murphy (tenant) was a residential tenant in an apartment building owned and managed by respondents Aeon, Steven Scott Management Inc., and Kings Manor LLC (collectively, landlord) in the City of New Hope. Tenant had lived in his apartment for nearly 12 years. On June 16, 2022, landlord notified tenant that it was terminating tenant's month-to-month lease at the end of August, citing tenant's disruptive behaviors.

During the night of July 17, 2022, there was a fire on the balcony of the apartment next door to tenant's apartment. The fire was caused by the neighboring tenant. The fire spread to tenant's apartment, causing significant damage. As a result of the fire, tenant left his apartment and stayed elsewhere for the remainder of the night.

Tenant returned to his apartment the next day. Shortly thereafter, the police arrived and escorted tenant from the building, informing him that he was not allowed to be in his apartment. When tenant later returned with a police sergeant, landlord had placed a padlock on the apartment door, which prevented tenant from entering his apartment or

accessing his belongings. Landlord did not seek judicial approval to padlock tenant's apartment.

The City of New Hope deemed tenant's apartment to be temporarily uninhabitable due to the fire damage. The city placed a notice on the door of tenant's apartment, which stated that it was "unlawful to occupy this unit until all corrections have been made and inspected by the city of New Hope." The record indicates that the city's notice was placed on tenant's door on July 18, the day after the fire.[2]

The precise timing of events is unclear from the record, but the parties agree that landlord installed the door padlock after the city affixed the notice stating that the apartment must not be occupied until repairs were completed. The parties further agree, and the record reflects, that the city did not request or direct that tenant's apartment be padlocked, and that the city's notice prevented only occupancy, not entry.

On August 3, tenant filed a combined lockout petition and ETRA claim against landlord. On August 18, landlord brought an eviction action against tenant.[3] At a consolidated court trial before a referee, tenant testified that he lived in hotels from the time of the fire until repairs were completed in early November. On occasion, when hotels near his work were fully booked, he slept in his car. He missed several days of work

[2] The exhibits received in the district court include photographs of the notice that the city posted on tenant's door and a similar notice that the city posted on the apartment next door. The date on the notice that was posted on the neighboring apartment door is July 18. The date on the notice that was posted on tenant's door is blurry and cannot clearly be discerned from the exhibit.

[3] The eviction action is not at issue in this appeal.

because he did not have access to his clothes or hygiene products that were in the padlocked apartment. Tenant paid for replacement clothing and hygiene items and, without access to a kitchen for cooking, incurred increased food costs. Tenant argued that he was entitled to alternative housing costs and consequential damages for the period when he was not able to occupy his apartment and did not have a safe and habitable home.[4]

Landlord testified that it placed the padlock on the door to prevent tenant from occupying the apartment, as directed by the city's notice. Landlord argued that repairs to the apartment were completed in a reasonable time and that, had tenant contacted landlord about accessing the apartment to retrieve personal property, landlord would have arranged for tenant to enter the apartment.

The referee issued an order recommending that the district court dismiss tenant's lockout and ETRA claims and enter judgment for landlord for recovery of the apartment. As relevant here, the referee recommended that the district court find that landlord did not unlawfully exclude tenant from his apartment, that landlord was not required to provide alternative housing, and that tenant was not entitled to consequential damages. Tenant filed posttrial motions seeking a new trial or amended findings of fact. After a hearing, the referee issued an amended order. In the amended order, the referee recommended that the district court find that landlord's actions constituted an unlawful lockout because the city did not require the padlock be installed and the padlock prevented tenant from entering or

[4] "Consequential damages are the damages which naturally flow from the breach of a contract, or may reasonably be contemplated by the parties as a probable result of a breach of the contract." *Imdieke v. Blenda-Life, Inc*., 363 N.W.2d 121, 125 (Minn. App. 1985), *rev. denied* (Minn. Apr. 26, 1985).

leaving his apartment. The referee also recommended that tenant was entitled to alternative housing costs and consequential damages because of landlord's failure to provide tenant a safe and habitable home while repairs were made. The referee set the matter on for a damages hearing. Landlord requested district court review of the referee's decision under Minn. R. Gen. Prac. 611(a).

The district court reversed the referee's decisions on the two issues that are the subject of this appeal. First, the district court determined that landlord's actions did not constitute a lockout because "[i]t was the city of New Hope which excluded [t]enant from the apartment" and because there was "no evidence that the [l]andlord[] placed the padlock on the door for any reason other than to comply with the city's order prohibiting persons from occupying the apartment." The district court further determined that, even if placing a padlock on the door was a lockout, it was not an unlawful lockout. The district court reasoned that padlocking the door was only "a partial, temporary exclusion" that was "not unreasonable" because tenant, by virtue of the city's notice, did not have a lawful right to occupy the apartment and landlord had a process in place for tenant to "request access to" his apartment to retrieve personal items.

Second, the district court reversed in part the referee's decision that tenant was entitled to costs for alternative housing and consequential damages on his ETRA claim. The district court determined that the ETRA statute does not allow monetary damages or consequential damages and does not require a landlord to provide alternative housing when a tenant's losses stemmed from "a fire that [l]andlord[] did not cause." The court ordered the referee to schedule a damages hearing limited to the issue of rent abatement for the

period between the date of the fire and the date tenant regained occupancy and use of the apartment.

After the damages hearing, the referee awarded tenant rent abatement and attorney fees. The district court entered an amended order and judgment. Tenant appeals.

ISSUES

I. Did the district court err by concluding that landlord's installation of a padlock on residential tenant's apartment door without judicial process was not an unlawful lockout under the lockout statute, Minn. Stat. § 504B.375, because the city had deemed tenant's apartment temporarily uninhabitable due to fire damage?

II. Did the district court err by concluding that alternative housing costs and consequential damages are not remedies available under Minn. Stat. §§ 504B.381, subd. 5, .425(g), to a tenant who has prevailed in an emergency tenant remedies action when the fire that caused tenant's apartment to become uninhabitable was not caused by landlord?

ANALYSIS

Tenant argues that the district court erred by determining that landlord did not commit an unlawful lockout under Minn. Stat. § 504B.375 when it padlocked tenant's apartment door after the city deemed the apartment temporarily uninhabitable due to fire damage. Tenant also argues that the district court erred by determining that alternative housing costs or consequential damages are not available remedies for a tenant who has prevailed on an ETRA claim. We address each argument in turn.

I.

Tenant first challenges the district court's determination that landlord did not unlawfully exclude tenant from tenant's apartment when it installed a padlock on tenant's apartment door without judicial process. When a district court reviews a housing court

decision under Minn. R. Gen. Prac. 611, we review the court's factual findings for clear error. *Bass v. Equity Residential Holdings, LLC*, 849 N.W.2d 87, 90-91 (Minn. App. 2014). Whether a landlord's actions constitute an unlawful exclusion under Minnesota's lockout statute is a question of law appellate courts review de novo. *Harlow v. State, Dep't of Human Servs*., 883 N.W.2d 561, 568 (Minn. 2016); *Berg v. Wiley*, 264 N.W.2d 145, 149 (Minn. 1978).

In Minnesota, self-help exclusion or removal of a residential tenant is unlawful. *Reimringer v. Anderson*, 960 N.W.2d 684, 693 (Minn. 2021) (stating that "[s]elf-help removal of a residential tenant—that is, removal without resorting to judicial eviction procedures—remains unlawful"); *Berg*, 264 N.W.2d at 151 (holding that "the only lawful means to dispossess a tenant who has not abandoned nor voluntarily surrendered but who claims possession adversely to a landlord's claim of breach of a written lease is by resort to judicial process"); *Quinn v. LMC NE Minneapolis Holdings, LLC*, 972 N.W.2d 881, 886-88 (Minn. App. 2022) (holding that, even when a tenant was not officially on the lease but was a regular occupant known to the landlord, the landlord must go through judicial proceedings to exclude her from the property), *rev. granted* (Minn. June 29, 2022) *and appeal dismissed* (Minn. Feb. 17, 2023).[5] The law's prohibition on self-help exclusion or removal of a residential tenant recognizes that "the potential for violent breach of peace

[5] "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." *Reimringer*, 960 N.W.2d at 693 n.12.

inheres in any situation where a landlord attempts by his own means to remove a tenant who is claiming possession adversely to the landlord." *Berg*, 264 N.W.2d at 151.

Chapter 504B sets forth remedies available to tenants for the violation of a lease covered by the chapter. *See* Minn. Stat. §§ 504B.375-.501 (2024). One such remedy is contained in Minn. Stat. § 504B.375, commonly known as Minnesota's lockout statute. The lockout statute allows a residential tenant who has been unlawfully removed or excluded, whether actually or constructively, to recover possession of the premises by filing a lockout petition. Minn. Stat. § 504B.375, subd. 1(b). "[R]emoval or exclusion" under the lockout statute includes "the termination of utilities or the removal of doors, windows, or locks." *Id*., subd. 1(a).

Both the Minnesota Supreme Court and this court have addressed whether an unlawful lockout occurs when a landlord changes the locks on rental premises without judicial process. In *Berg*, the supreme court concluded that a landlord unlawfully locked out a tenant by changing the locks on the rental premises, without utilizing judicial process, when the tenant had not abandoned the premises or surrendered the leasehold. 264 N.W.2d at 148-49, 151-52. And in *Quinn*, we affirmed the district court's order granting a lockout petition where the landlord deactivated the key fob to a tenant's apartment. 972 N.W.2d at 885.

Here, the district court determined that landlord's actions did not constitute an unlawful lockout. On appeal, tenant asserts that the district court erred, arguing that the holdings of *Berg* and *Quinn* control and that, under those cases, landlord unlawfully locked

tenant out of his apartment by padlocking tenant's apartment door without judicial process. We agree with tenant.

At the time landlord padlocked the apartment door, tenant was a residential tenant with a written lease. Minn. Stat. § 504B.001, subd. 12 (2024) (defining "[r]esidential tenant" as "a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services"). Tenant had not abandoned or surrendered the premises, and landlord did not seek judicial process before padlocking the apartment. The padlock prevented tenant from entering the apartment or accessing his belongings inside. Minnesota law is clear that the only lawful means for a landlord to dispossess a tenant with a right to possess premises, in the absence of a tenant's abandonment or voluntary surrender, is judicial process. *Berg*, 264 N.W.2d at 148-49, 151-52; *Quinn*, 972 N.W.2d at 885, 890. Thus, by padlocking tenant's door and excluding tenant from his apartment without seeking judicial process, landlord committed an unlawful lockout under Minn. Stat. § 504B.375, subd. 1.

Landlord argues that the district court correctly determined that there was no unlawful lockout. According to landlord, it was the city that excluded tenant from the apartment, not landlord. Landlord argues that *Berg* and *Quinn* are distinguishable because they do not involve premises that had been declared temporarily uninhabitable by a governmental unit. Landlord asserts that any lockout was not unlawful because, by virtue

of the city's notice, tenant could not lawfully occupy the apartment.[6] We reject this argument.

Under chapter 504B, a tenant's legal right to possess residential rental property pursuant to a lease does not depend on the tenant's physical occupancy of the property. In *Cocchiarella v. Driggs*, a tenant who had an oral lease for a rental property, but had not moved in, brought a lockout petition under section 504B.375 after the landlord failed to give the tenant keys to the property. 884 N.W.2d 621, 623 (Minn. 2016). The district court dismissed the tenant's petition, determining that the tenant was not physically occupying the premises and therefore was not a "residential tenant" within the meaning of chapter 504B. *Id*. The supreme court reversed, reasoning that a tenant's present legal right to occupation is not predicated on physical occupation of the premises but rather on whether "the right to present possession of the premises [has] transferred from the landlord to the tenant." *Id*. at 626 (emphasis omitted). The supreme court held that "a tenant who holds the present legal right to occupy residential rental property pursuant to a lease or contract satisfies the definition of 'residential tenant' under Minn. Stat. § 504B.001, subd. 12," and, therefore, may bring a lockout petition under Minn. Stat. § 504B.375, subd. 1. *Id.*

Here, the district court found, and landlord does not dispute, that tenant is a "residential tenant" under section 504B.001, subdivision 12. Tenant had a present legal right of possession in the apartment by virtue of the existing written lease. *Id.* ("The

[6] At oral argument, landlord conceded that, had the city not deemed the premises uninhabitable, the installation of a padlock on tenant's door would constitute an unlawful lockout.

creation of the landlord-tenant relationship involves the transfer of possession and occupation of the leased premises."). While the city's inhabitability notice prohibited physical occupancy of tenant's apartment pending completion of repairs, it did not extinguish tenant's legal possessory right under the residential lease. *See id.* at 626-27; *see also* Minn. Stat. § 504B.131 (2024) (providing that "a tenant or occupant of a building that is destroyed or becomes uninhabitable or unfit for occupancy through no fault or neglect of the tenant or occupant may vacate and surrender such a building"). Landlord cites no authority for its position that a landlord may lawfully lock a tenant out of the tenant's apartment upon a determination that a tenant's apartment may be temporarily uninhabitable, and we have found none.[7] Thus, tenant's temporary inability to physically occupy the apartment did not divest tenant of his present legal possessory right, as a residential tenant, to enter the apartment. *See id.* at 625-26 (determining that tenant could bring lockout petition under 504B.375 because the meaning of "is occupying" as used in chapter 504B's definition of "residential tenant" includes "not only physical occupancy, but also the legal right" of occupancy).[8]

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[7] It is undisputed that the city did not request or direct landlord to padlock tenant's apartment door to prevent entry. The question of whether landlord could lawfully exclude a residential tenant under those circumstances is not before us and we express no opinion on that issue.

[8] Citing *Reimringer*, 960 N.W.2d 684, landlord argues that the lockout was lawful because tenant was "not legally allowed to occupy his apartment after the fire." The issue in *Reimringer* was whether the landlord acted in bad faith under the ouster statute, Minn. Stat. § 504B.231 (2024). 960 N.W.2d at 685-86. *Reimringer* did not consider whether the landlord's actions constituted an unlawful lockout, nor did it address a tenant's present possessory rights to rental property under a lease. *Reimringer* observed that, "[i]f the tenant

The district court determined that the lockout was not unlawful because it was merely a "partial, temporary exclusion." On appeal, landlord emphasizes this point, arguing that its actions were lawful because it merely "temporarily" excluded tenant in a reasonable attempt to ensure tenant's safety given the city's order, not because of a "desire to obtain possession before resorting to judicial process." Neither the lockout statute nor caselaw supports landlord's position that a lockout is lawful if it is temporary or undertaken in good faith.

While certain provisions in chapter 504B consider a landlord's intent, *e.g.*, Minn. Stat. § 504B.231 (providing that tenant must show bad faith on the part of landlord to succeed under the ouster statute), the lockout statute plainly does not, Minn. Stat. § 504B.375, subd. 1(c) (providing that a tenant may be entitled to a remedy if "it clearly appears from the specific grounds and facts" that the "exclusion or removal was unlawful"). Furthermore, we discern nothing in the plain language of the lockout statute that authorizes "partial, temporary" lockouts, and we decline to "read into the statute a requirement that the Legislature has omitted." *Karl v. Uptown Drink, LLC*, 835 N.W.2d 14, 19 (Minn. 2013). Landlord's argument that the lockout was lawful because it was temporary and motivated by good faith therefore fails.

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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 [the ouster statute]." *Id.* at 692. In this case, tenant *had* a legal possessory interest in the apartment that had not been extinguished by an eviction order or voluntary abandonment of the premises. And as we have explained, the city's order prohibiting *physical occupancy* did not divest tenant of his existing *legal right of possession*.

Finally, landlord faults tenant for failing to contact landlord to arrange a time "to gain access to the apartment to retrieve his belongings." But again, the lockout statute contains no language suggesting that a landlord may lawfully forgo judicial proceedings and exclude a residential tenant from their rented premises as long as the landlord offers the tenant the opportunity to retrieve their belongings. We are aware of no caselaw that shifts the burden to a tenant to obtain access to the tenant's residential apartment in the manner proposed by landlord. Indeed, requiring a tenant to confront their landlord to gain access to the tenant's padlocked apartment implicates the public-safety concerns addressed by the supreme court in *Berg*. 264 N.W.2d at 151 (recognizing that self-help evictions carry potential for violence and "there is no cause to sanction such potentially disruptive self-help where adequate and speedy means are provided for removing a tenant peacefully through judicial process").

We emphasize that judicial remedies are available for a landlord to exclude a tenant from rental premises lawfully. *See id.* ("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."); *Quinn*, 972 N.W.2d at 888 (noting that "Minn. Stat. § 504B.375 provides a summary remedy for unlawful exclusions but does not in any way preclude a landlord from pursuing lawful means of removing a residential tenant"). But the law is clear that "self-help is never available to dispossess a tenant who is in possession and has not abandoned or voluntarily surrendered the premises." *Berg*, 264 N.W.2d at 150-51.

We therefore hold that a determination that a residential apartment is temporarily uninhabitable due to fire damage and must not be occupied until repairs are complete does not extinguish a tenant's present possessory right under a lease in the apartment and that, therefore, landlord's installation of a padlock on tenant's apartment door without judicial process was an unlawful lockout under Minn. Stat. § 504B.375. Accordingly, we reverse the district court's determination that landlord's actions did not constitute an unlawful lockout.

II.

Tenant next challenges the district court's determination that alternative housing costs and consequential damages are not available remedies to a prevailing tenant under the ETRA statute when the emergency that resulted in tenant's losses was not caused by the landlord.[9] Tenant argues that the plain language of the ETRA statute unambiguously grants a district court broad authority to order relief once liability has been established. Tenant's argument involves the interpretation and application of the ETRA statute, which presents a question of law that we review de novo. *Cocchiarella*, 884 N.W.2d at 624.

"When interpreting statutes, our function is to ascertain and effectuate the intention of the legislature." *Anker v. Little*, 541 N.W.2d 333, 336 (Minn. App. 1995), *rev. denied* (Minn. Feb. 9, 1996). Appellate courts "first look to see whether the statute's language, on

[9] Tenant argues that the district court erred as a matter of law by concluding that alternative housing costs and consequential damages are "never" available remedies under the ETRA statute. We do not read the district court's order so broadly. The district court determined that the ETRA statute does not allow an award of alternative housing costs or consequential damages when tenant's losses stemmed from "a fire that [l]andlord[] did not cause."

its face, is clear or ambiguous." *Am. Fam. Ins. Grp. v. Schroedl*, 616 N.W.2d 273, 277 (Minn. 2000). We read a statute "to give effect to all its provisions," Minn. Stat. § 645.16 (2024), and interpret the statute as a whole, considering the individual provision at issue in light of the surrounding provisions to avoid conflicting interpretations, *Christianson v. Henke*, 831 N.W.2d 532, 537 (Minn. 2013); *see also Scroggins v. Solchaga*, 552 N.W.2d 248, 251 (Minn. App. 1996), *rev. denied* (Minn. Oct. 29, 1996). In doing so, "words and phrases are construed according to rules of grammar and according to their common and approved usage." Minn. Stat. § 645.08(1) (2024).

To determine whether certain types of relief are categorically precluded for a tenant who has prevailed in an ETRA claim, we begin with the language of the statute. Under Minn. Stat. § 504B.381, subd. 1, a residential tenant may seek emergency relief by filing a petition in district court when they experience, "the loss of running water, hot water, heat, electricity, sanitary facilities, or other essential services or facilities that the landlord is responsible for providing." If, following notice and a hearing, the district court finds the allegations of the petition proven, it "may order relief as provided in section 504B.425." Minn. Stat. § 504B.381, subd. 5.

Minn. Stat. § 504B.425 (2024), in turn, provides that when a tenant remedies action has been proven, a district court "may, in its discretion, take any of the actions described in paragraphs (b) to (g), either alone or in combination." Minn. Stat. § 504B.425(a). The enumerated actions include ordering the landlord to undertake corrective action, ordering the tenant to remedy the violation and deducting the cost from tenant's rent, appointing an administrator, ordering rent abatement, and continuing the jurisdiction of the court after

termination of administration to ensure the landlord's compliance with health and safety codes. *Id.* (b)-(f). In addition to this enumerated list, the statute directs:

> *The court may grant any other relief it deems just and proper*, including a judgment against the landlord for reasonable attorney fees, not to exceed $500, in the case of a prevailing residential tenant or neighborhood organization. The $500 limitation does not apply to awards made under section 549.211 or other specific statutory authority.

Minn. Stat. § 504B.425(g) (emphasis added).

We conclude that the plain language of section 504B.425(g) does not categorically exclude an award of alternative housing costs or consequential damages to a tenant who has prevailed under the ETRA statute. We reach this conclusion for two reasons.

First, section 504B.425(g)'s language is expansive. Under section 504B.425(g), a district court "may grant any other relief it deems just and proper." The word "may" is permissive. Minn. Stat. § 645.44, subd. 15 (2024). The word "any," when used in a statute, "is given broad application." *Hyatt v. Anoka Police Dep't*, 691 N.W.2d 824, 826 (Minn. 2005); *see also White Bear Lake Restoration Ass'n ex rel. State v. Minn. Dep't of Nat. Res.*, 946 N.W.2d 373, 379-80 (Minn. 2020) (concluding that the legislature's use of the word "any" was intended to be "broad" and "all-inclusive" (quotations omitted)); *In re Welfare of Child of D.L.D.*, 771 N.W.2d 538, 546 (Minn. App. 2009) ("The word 'any' is broadly applied in statutes."). We have previously interpreted this language and determined that "[t]he statutes' use of 'may' combined with their non-exclusive lists of remedies show that no particular remedy is mandatory and that the district court has broad discretion to select the remedy appropriate to the facts of the case." *Scroggins*, 552 N.W.2d at 251-52

(analyzing whether certain damages were available as "any other relief" under Minn. Stat. § 566.25 (1996), which was recodified as Minn. Stat. § 504B.425 in 1999).[10]

Second, while the legislature established certain limitations on a district court's authority to award relief under section 504B.425(g), it did not expressly preclude an award of alternative housing costs or consequential damages. Minn. Stat. § 504B.425(g) (limiting an award of attorney fees to $500 and specifying that the $500 limitation does not apply to awards made under Minn. Stat. § 549.211 (2024) or other specific statutory authority). The legislature has expressly limited or conditioned relief available to a tenant in certain other situations under chapter 504B. For example, when a landlord "interrupts or causes the interruption of [utility] services to the tenant," a tenant may recover treble damages or $500, whichever is greater, as well as reasonable attorney's fees. Minn. Stat. § 504B.221(a). But the legislature expressly provided that the tenant "may recover only actual damages under this section" 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. *Id*. (a)(1)-(3).

[10] In other contexts, courts have interpreted similar language to reflect a legislative intent to grant a district court broad authority to fashion remedies appropriate to the particular situation. *E.g.*, *Advanced Commc'n Design, Inc. v. Follett*, 615 N.W.2d 285, 289 (Minn. 2000) (observing that in the Minnesota Business Corporations Act, "the legislature has provided broad and flexible authority to the court to 'grant any equitable relief it deems just and reasonable in the circumstances'" (quoting Minn. Stat. § 302A.751 (1998)).

We are confident that if the legislature intended to limit a district court's authority to award alternative housing costs or consequential damages under the ETRA statute, it would have done so explicitly. *See KSTP-TV v. Ramsey County*, 806 N.W.2d 785, 790 n.9 (Minn. 2011) (declining to "abandon the plain language of" the relevant statute "for an interpretation that inserts a temporal limitation"); *Aldean v. City of Woodbury*, 2 N.W.3d 918, 924 (Minn. App. 2024) (concluding that, "[i]f the legislature intended to limit a public employer's obligation 'to continue to provide health coverage for' a duty-disabled officer or firefighter in the manner urged by the city, the legislature would have included such language" (quotation omitted)). Instead of limiting the type of relief available under section 504B.425, the legislature used broad language, authorizing the district court to grant "any other relief." It is well-established that courts "cannot add language to a statute; rather, [they] must apply the plain language of the statute as written." *Firefighters Union Loc. 4725 v. City of Brainerd*, 934 N.W.2d 101, 109 (Minn. 2019) (quotation omitted); *see also State v. Wenthe*, 865 N.W.2d 293, 304 (Minn. 2015) (stating that "courts cannot supply that which the legislature purposely omits or inadvertently overlooks." (quotation omitted)).

Landlord does not analyze the statutory language, nor does landlord argue that the ETRA statute is ambiguous. Instead, landlord asserts that allowing remedies in the form of alternative housing costs or consequential damages when tenant's losses stemmed from a fire that landlord did not cause would amount to imposing strict tort liability. We disagree.

Covenants of habitability are implied in every residential lease in Minnesota. Minn. Stat. § 504B.161 (2024); *Ellis v. Doe*, 924 N.W.2d 258 (Minn. 2019). A landlord's liability under the ETRA statute may be established when a tenant demonstrates "the existence of an emergency caused by the loss of essential services or facilities." Minn. Stat. § 504B.381, subd. 3(2). While the ETRA statute does not extend to "emergencies that are the result of the deliberate or negligent act or omission" of a tenant, here, tenant did not seek damages resulting from the fire. *Id*., subd. 6. Rather, tenant sought damages for the loss of essential services caused by landlord's unlawful lockout when landlord padlocked tenant's apartment without using judicial process, causing tenant to incur costs to pay for hotels, food, and replacement clothing and person hygiene items. The district court determined that tenant had prevailed under the ETRA statute and, therefore, was entitled to damages in the form of rent abatement for the time that he was unable to utilize the premises under his lease. Thus, landlord's liability to tenant is under the ETRA statute, not under tort law. And once liability is established, the district court has "broad discretion" to select the appropriate remedy from the "non-exclusive [list] of remedies" found in Minn. Stat. § 504B.425. *Scroggins*, 552 N.W.2d at 252.

We hold that Minn. Stat. § 504B.425(g) does not categorically exclude an award of alternative housing costs or consequential damages to a tenant who has prevailed under the ETRA statute, even when, as here, the fire that caused the tenant's apartment to become uninhabitable was not caused by the landlord. We therefore reverse the district court's determination that alternative housing costs and consequential damages may not be awarded and remand for further proceedings not inconsistent with this opinion. We express

no opinion on whether consequential damages or the costs of alternative housing should be awarded to tenant on remand.

DECISION

A determination that a residential apartment is temporarily uninhabitable due to fire damage and must not be occupied until repairs are complete does not extinguish a tenant's present possessory right to the apartment under a written lease and, consequently, a landlord's installation of a padlock on a residential tenant's apartment door in response to such a determination without judicial process is an unlawful lockout under Minn. Stat. § 504B.375. Alternative housing costs and consequential damages are remedies that a district court may, in its discretion, award to a prevailing tenant in an emergency tenant remedies action, Minn. Stat. § 504B.381, even when the fire that caused the tenant's apartment to become uninhabitable was not caused by the landlord.

Reversed and remanded.