**State of Minnesota District Court**

County of: Court File Number:

Judicial District: Case Type: Eviction

Plaintiff (Landlord)

Address:

City, State, Zip:

VS

Defendant (Tenant)

Address:

City, State, Zip:

# Eviction Action – Findings of Fact, Conclusions of Law, Order and Judgment Minn. Stat. § 504B.345

This case was heard by the undersigned on .

**Plaintiff:**

Appeared in person. Represented by: counsel /  agent

Appeared through agent. Name:

Did not appear and is in default. Name:

**Defendant:**

Appeared in person. Represented by: advocate /  counsel

Did not appear and is in default. Name:

Defendant has  admitted /  denied /  the parties reached an agreement on the allegations in the Eviction Action complaint.

# Findings of fact and conclusions of law

1. Plaintiff has failed to prove the allegations in the complaint.
2. Complaint:

Plaintiff proved the following allegations by a preponderance of the evidence:

a. Compliance with Minn. Stat. § 504B.181.

b. Defendant has failed and refuses to pay rent for the month(s) of

in the amount of $ per month payable on the

day of each month for a total due of $ .

c. Notice to vacate was properly given and Defendant has failed to vacate said property.

d. Defendant has broken the terms of the rental agreement, and Defendant has failed to vacate the property.

e. Defendant defaulted on the mortgage, and the property has been sold at a Sheriff’s sale. The Redemption period has expired, and Plaintiff is entitled to possession.

f. Defendant defaulted on a contract deed and is holding over after proper cancellation of the contract.

g. Other:

1. Defenses:

Defendant proved the following defenses by a preponderance of the evidence:

a. Improper service by .

b. Violation of the covenants of habitability by

c. Improper notice because

d. Waiver of by

e. Other:

1. Settlement: **No judgment to be entered at this time**

The parties have reached a settlement, which is approved and incorporated in this Decision and Order.

Settled through Mediation (see attached settlement agreement)

Settled by the Litigants (see attached settlement agreement)

Settlement terms are as follows:

# ORDER

1. The settlement is hereby approved as agreed upon.
2. Judgement:

The Court Administrator shall enter judgment for:

a. **Plaintiff** for recovery of the premises. The Writ of Recovery of Premises and Order to Vacate shall be:

i. issued immediately upon request and payment of fee.

ii. Stayed until (date).

This action will be expunged by the court administrator 3 years from the date of this order or as soon thereafter as practicable according to the State Court Administrator’s expungement processes and procedures. No action will be expunged if there is an outstanding money judgment absent further court order. Minn. Stat. § 484.014, subd. 3.

b. **Defendant** to remain in possession of the premises.

c. **Allowable costs and disbursements** to the prevailing party.

1. Dismissal:

The case is dismissed  with /  without prejudice, and the Court Administrator shall enter Judgment accordingly and this matter shall be expunged pursuant to   
Minn. Stat. § 484.014, subd. 3. No action will be expunged if there is an outstanding money judgment absent further court order.

1. Redemption:

Defendant may redeem the premise (for nonpayment of rent) by paying to the Plaintiff $ by (date). If not, a judgment and writ shall issue by default.

1. Rent Abatement:

Defendant has had diminished use and enjoyment of the premises. Rent is abated for the months of

by a total of and is abated by $ per month until the first month following completion of court-ordered repairs.

1. Rent Disbursement:

The rent now on deposit with the Court shall be released as follows:

$ to Plaintiff  $ to Defendant

1. Hearing:

This is scheduled for  court trial /  jury trial /  motion hearing on issues of

Details are as follows:

Date: Time: a.m./p.m.

Location of Court Hearing:

1. Discovery:

The parties shall provide the following to each other by (date): a list of witnesses, with phone numbers and addresses, and the subjects about which they will testify; and copies of exhibits (documents, photographs, etc.) to be introduced at trial; and

Parties must bring to trial 3 copies of all exhibits.

1. Rent into Court:

Defendant shall pay into Court the rent of $ in cash or certified funds payable to the Court Administrator, on or before a.m./p.m., on (date), and all future rent by the day of each month until further Order of the Court, or the Court will issue a Writ of Recovery of Premises and Order to Vacate.

1. Other:

# Let the Judgment Be Entered Accordingly

Recommended By: By the COurt:

Referee Date Judge Date

# Judgment

I certify the above order constitutes the Judgment of the Court.

Court Administrator

By

Date