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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

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Stephen Roy Svendsen,

Plaintiff,

vs.

Pamela Joy Minten, Ken Laney, Mikel Bruce Olson, Fergus Falls HRA Christopher Harold Harig, Ryan Muchow, City of Fergus Falls,

Respondent.

Appellate Court File:
District Court File: 56-CV-24-1426

Transcript of Proceedings

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**MOTION HEARING**

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The above-entitled matter came before the Honorable Kevin M. Miller, Judge of District Court, at the Otter Tail County Courthouse, Fergus Falls, Minnesota, on June 22, 2026, via Zoom technology.

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APPEARANCES

| | |
|---|---|
| For the Petitioner: | Petitioner appeared pro se. |
| For the Defendants:<br>Pamela Joy Minten<br>Mikel Bruce Olson<br>Fergus Falls HRA | Jack Buck<br>218 NP Avenue<br>Fargo, ND 58107 |
| For the Defendants:<br>City of Fergus Falls<br>Ken Laney | Kendra Olson<br>110 North Mill Street<br>Fergus Falls, MN 56537 |

Dana Eifert
Official Court Reporter

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(Proceedings commenced.)

THE COURT: All right. Good morning, everyone. At this time, the Court will call the matter set for 10:00 a.m., which is titled Stephen Svendsen versus Pamela Minten, et al., file 56-CV-24-1426.

I have Mr. Svendsen here present without an attorney today, and I have Mr. Buck on behalf of the Defendants. The Court has reviewed the motions set for today, along with the attachments for Mr. Svendsen, and we have that motion for summary judgment and the motion for relief.

And Ms. Olson, are you merely observing at this time?

MS. OLSON: Well, I, Your Honor, I did file a brief in opposition to Mr. Svendsen's motion to -- related to the order because I felt it impacted my clients. So I'm here to participate.

THE COURT: And I'm trying to -- I probably just noted it and didn't go down to a signature line and --

MS. OLSON: That's no problem, Your Honor.

THE COURT: All right. And I have Mr. Buck, and I have Ms. Olson.

So, and Mr. Buck also had filed his motion for summary judgment. So I'm going to have Mr. Svendsen, if you have anything that you would like to argue first on

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your motions, then I'll turn to the other parties, then I'll come back over to you. So you may proceed at this time.

THE PLAINTIFF: Your Honor, before I begin, I want to note one appearance issue. I may appear at a more relaxed posture during the argument because of a medical condition that's already reflected in the record. And that posture should not be understood as disrespect, distraction, or lack of attention.

THE COURT: And it won't --

THE PLAINTIFF: I am fully present --

THE COURT: -- and it won't --

THE PLAINTIFF: -- and prepared to proceed.

THE COURT: -- Yep. It won't be. And it won't be.

THE PLAINTIFF: Your Honor, Stephen Svendsen, appearing pro se.

There are two motions properly before the Court today. First, Plaintiff's motion for partial summary judgment on liability only on count one, the breach of contract claim against the Fergus Falls Housing and Redevelopment Authority. Damages are reserved for trial or stipulation. Second, Plaintiff's motion for relief under Rule 60.02(b) and (c), applied through Rule 54.02 to revise the March 6, 2025 interlocutory order at index

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96. And reinstate the claims that the now developed record materially affects.

These motions are related. The record that has been assembled since index 96, through compelled discovery and verified responses, supports both the request for reedition and the request for summary judgment on the narrowed surviving claim. I will address the motions in that order, and I have prepared my remarks to fit the Court's time. If Defendants attempt to introduce or argue their summary judgment motion, Plaintiff will present a procedural objection at that time.

Thank you, Your Honor.

THE COURT: All right. I'll turn, and anything further at this time, --

THE PLAINTIFF: Yes, I will --

THE COURT: -- Mr. Svendsen?

THE PLAINTIFF: -- I will, yes. I will get my second set of notes here, Your Honor. They are right here.

(Brief pause in the proceedings.)

THE PLAINTIFF: Your Honor, on the motion for partial summary judgment on the liability, count one, -- oh, I would like to introduce the -- the first two exhibits that I submitted on Friday. Just for reference for the Court, they are cases that have been mostly cited

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in the record already with Plaintiff notes, and also notes on what the Defendants have held those cases to contain. So I would like to see that those are in the record. Plaintiff's exhibit for hearing one and two, Your Honor.

THE COURT: All right, and the Court notes that, Mr. Svendsen.

THE PLAINTIFF: The undisputed record had gone almost entirely on the HRA's own documents, and its April 30, 2026, verified interrogatory answers establishes that the HRA non-renewed Plaintiff's lease in violation of the federal regulations of the lease -- in violation of the federal regulations the lease incorporates.

On September 19th, 2022, Executive Director Mikel Olson sent an internal email to Housing Manager Pamela Minten, with a subject line 24 CFR 966.4. That email contained a hyperlink to part 966 on the ECFR. Two days later, the September 21st, 2022, board minutes recorded that the HRA had received correspondence from HUD stating that non-renewals need to include good cause. Director Olson's affidavit, at index 157, paragraph 3, later identified the September 19 email as that correspondence. Either way, the HRA's own contemporaneous record establishes that it knew good

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cause was required six days before it issued the September 27 amended notice.

If the HRA's notices stated no good cause, the September 15th initial notice stated no reasons at all. The September 27th amended notice cited only undefined, quote, "harassment," unquote. By the HRA's own verified discovery responses served April 30, 2026, the only lease provision it invokes is clause 16-12. And harassment there is only its plain dictionary meaning. Neither clause 16-12 nor the house rules defines harassment, or reaches good-faith complaints to management or an inquiry to the fire department about fire safety records.

On this record, the HRA cannot establish serious or repeated violation of material terms of the lease, under CFR-- under 24 CFR, paragraph 966.4(l)(2)(i). The HRA has locked itself, under oath, to a single contractual hook in a single source of meaning. Clause 16-12 prohibits conduct that may threaten the health, safety, or right to peaceful enjoyment of others. Good-faith tenant complaints in the fire department inquiry do not meet that standard. Every authoritative source the HRAs put in play, the Cambridge Dictionary, Black's Law Dictionary, the Model Penal Code in Minnesota Statutes 609.749, requires either illegality or the absence of a legitimate purpose. Plaintiff's conduct was both lawful

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and it also served a legitimate purpose. The house rules contain no harassment, rule-reaching employees or contractors. And the HRA has never invoked one in verified -- in verified discovery.

The HRA also cannot establish under good cause. Under -- under section 966.4(l)(2)(iv); Part 247.3(b) referenced in the operative -- operative complaint that paragraph 2a and 17 expressly forbid reliance on tenant conduct as good cause absent prior written notice that the conduct would thereafter constitute a basis for termination. No such notice was given. Part 966.4(l)(3)(ii) requires that termination -- that the termination notice state specific grounds. Neither notice did so. These procedural breaches are independent and fatal.

The HR (sic) provided no specific not-- content notice under 966.4(l)(3). It provided no opportunity to examine documents at its offices, under 966.4(m). It provided no grievance hearing under 966.4(n), in subpart b, despite four written requests. Instead, the HRA Board issued a directive not to respond to any request for information. In addition, on the HRA's own paper, the new-- the non-renewal decision preceded any documented basis. The supported -- supporting materials were not contemporaneous with a non-renewal decision. They did not even begin to be assembled until September 20. Five

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days after the September 15 no-reasons notice. The September 20, Minten to Olson email says, "Sorry, its not done yet." In the September 21st board minutes, it showed the Board still needed counsel to confirm whether the conduct could be classified as harassment.

So the HRA did not have a completed good cause basis when it issued the non-renewal. It was building a theoretical one after the fact. That, Your Honor, is constructive cause, not good cause.

The HRA's two affirmative defenses do not change this result. The HRA argues that Plaintiff first materially breached the lease. The lease under *Carlson* is therefore barred. *Carlson* is a private commercial contract case. It does not reach the federally mandated notice and grievance procedures the lease incorporates. And under *Hoglund-Hall*, federal notice and grievance requirements must be complied with before termination, even where the record supports a finding that the tenant's conduct threatened the safety of others, as is not the case here.

The HRA also argues that the grievance claim is moot because Plaintiff voluntary-- quote, "voluntarily" moved on June 3rd, 2023. The HRA's own counsel refutes that. On December 9, 2022, Vogel Law Firm attorney Robert Stock wrote to Plaintiff, if the Court denied his motion, the

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HRA will proceed with eviction proceedings unless an agreement is reached in which you voluntarily move out of the premises. A move under that written threat is not voluntary. And the breaches were completed, in any case, in September and October of 2022. Well before Plaintiff relocated. For these reasons, Plaintiff respectfully requests that the Court grant partial summary judgment establishing liability on count one, with damages reserved for trial or stipulation.

Let me gather my notes for my second motion, Your Honor.

(Brief pause in the proceedings.)

THE PLAINTIFF: Your Honor, on the motion for relief under Rule 60.02(b) and (c), applied through Rule 54.02, to revise the interlocutory order at index 96.

The order in index 96 is interlocutory by its own terms. No Rule 54.02 certification was made. Count one survived. No final judgment adjudicating all claims and all parties has been entered. Under binding Minnesota Supreme Court authority, that order did not become a final order and was subject to revision at any time prior to the entry of judgment adjudicating all claims, rights, and liabilities of all the parties, *Pederson v. Rose Co-Op Creamery Association, 326 N.W.2d 675, 660 (Minn 1982).*

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The court further allowed that trial court errors in applying Rule 60.02, which governs relief only for final orders and judgments, *Pederson at 660.* See also *Buchman, Smogard, and Zentz.* Also, Minnesota Supreme Court Authority, same proposition.

Rule 54.02 therefore supplies the Court's authority to revise the order. Rule 60.02(b) and (c) supply the substantive analytical framework for relief based on newly discovered evidence and adverse party misconduct. The HRA invokes *Fraizer* and *Turner* in supplying Rule 60.02(b) and (c) standards. Plaintiff agrees, those cases supply the substantive standards. The opening brief cited that as well; that *Fraizer* and *Turner* address Rule 60.02 motions from final judgments. Neither addresses whether Rule 60.02's one-year timing limit applies to Rule 54.02 revision of an interlocutory order.

The City meets the timing objection more directly. Index 96 says the City was issued in March of 2025; this motion was filed in May 2026. That is more than fourteen months later. The City argues that puts the motion outside Rule 60.02's one-year limit. That actual -- that argument would have force if Rule 60.02 timing applied. *Pederson* holds it does not. The City does not cite *Pederson* and does not address why the Minnesota Supreme Court holding on this precise sequence should not

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control.

This motion is also not a Rule 115.11 reconsideration of legal points in the same record. City Defendants point to Plaintiff's withdrawn Rule 115.11 letter at index 217 as evidence that this motion is a thinly veiled reconsideration request. The opposite is true. The Rule 60.02 motion through Rule 54.02 had been filed three days earlier on May 22nd, 2026, to withdraw eliminated procedural duplication. It did not ban it. The substantive grounds. Rule 115.11 addressed this re-argument of legal points on the same record. This motion rests on documentary evidence that was not before the Court at index 96. Evidence that was affirmatively withheld by the HRA during the motion to dismiss period. Different vehicles, different standards.

The new surfaced evidence satisfies Rule 60.02(b). Newly --

(Zoom/audio issue occurred.)

THE PLAINTIFF: -- One, HRA000985, the September 19th, 2022 Olson to Minten email identifying 24 CFR at 966.4 as controlling was in the HRA's continuous custody from the date it was authored. Two, the Olson affidavit at index 157, paragraph 3, ties that document directly to the September 21 board minutes, admission that non-renewals require good cause. Three,

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the April 30th, 2026 verified interrogatory answers were the first sworn identifications by the HRA in nearly four years of the contractual hook of the non-renewal in the source of meeting for the harassment characterization. None of this material was before the Court when index 96 issued. Due diligence would not have discovered the evidence sooner. Plaintiff served a Minnesota Government Date -- Data Practices Act request F on October 28, 2024. Six weeks before the December 9, 2024 motion to dismiss hearing. Reaching the communications, now known to include the HRA at HRA985.

The HRA was required to respond within the statutory seven-to-ten-day period. And its own data request form states that it will respond within ten days. The HRA responded with a written certification of non-possession in a production that omitted the HRA985. It was also unaccompanied by any privilege log for 272 days. So the non-discovery is the consequence of the HRA's affirmative discovery responses, not of any failure of diligence by Plaintiff.

The evidence is material, and not merely accumulative or impeaching. It goes to the structural premises of the motion to dismiss order. Index 96 analyzed the non-renewal exclusively under part 247. The new record establishes by party admission that locked the

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HRA's executive director identified part 966 as the governing regulation, and that the HRA knew good cause was required.

Then we had the verified answers, locked the HRA to clause 16-12 in plain dictionary harassment. A universe that does not reach plaintiff's conduct as a matter of law. The September 21st board minutes read through the HRA 985 in the Olson affidavit established party admissions of contemporaneous knowledge that the harassment characterization was (indiscernible). That no corroborating tenant witnesses existed, and that Plaintiff was represented in disputing the legality of the non-renewal six days before the HRA published the harassment allegations in the amended non-renewal notice.

The evidence would not merely supplement the prior record; it would probably produce a different result on the affected claims. It changes the chronology, the regulatory framework, the HRA's knowledge, the factual basis for the alleged harassment justification. That showing is developed claim by claim in Plaintiff's opening memorandum at pages 17 through 25.

Relief is in the (indiscernible) warranted under Rule 60.02(c). The misconduct documented -- is documented, not inferential. Four separate points establish the sustained pattern of affirmative

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concealment that prevented Plaintiff from thoroughly presenting the case at the motion to dismiss stage.

One, on October 15th, 2024, counsel Hertz certified in writing that the HRA did not possess any of the data Plaintiff was requesting. Sixteen days later, the HRA's executive director was exchanging seven communications with outside counsel under the subject, "Mr. Svendsen's data request". Those communications were not serviced on any privilege log until March 27, 2026. Two, on December 6th, 2024, three days before the MTD hearing, the HRA produced Bates HRA362 through 399 in response to request F. HRA985 was omitted. No privilege log accompanied the production; the first privilege log appeared 272 days later. The redactions remained unlogged until 476 days after the production. Three, on October 1st, 2025, the HRA certified non-possession as to Request K, which specifically sought the HUD letter referenced in the September 21st board minutes. Five weeks later, the HRA produced 985. And Director Olson swore that it was the document Request K sought. On March 18th, 2026, 132 days after the production, counsel reaffirmed the October 1st certification in writing. The certification contradicted by the certifying party's own sworn statement. Then, reaffirmed after the contradiction is not error. It is misconduct. Four, on

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November 7, 2025, the HRA served a bundle transmittal that included HRA985 for the first time, and a re-served privilege log. The log and identified Bate HRA985 is a November 5, 2025 lawyer-prep email, titled "Response to Plaintiff's motions for sanctions and in camera review." The document actually produced therein under that Bate stamp was the September 19th, 2022 Olson to Minten email. And so one Bates number was assigned to two different documents authored three years apart. A key document. The log was offered to the Court as part of Defendant's representation that it had met its Rule 26.02(f) obligations, while Defendant simultaneously sought sanctions against Plaintiff, and resulted in -- sanctions did result for asserting the opposite. Each supporting record is independently sufficient to establish concealment. Taken together, they established the affirmative concealment that made timely discovery during the motion to dismiss window impossible.

Rule 60.02(c) provides the analytical framework to that header under *Turner* and *Maranda*. The HRA's response brief does not engage these court evidentiary predicates. It does not mention the Olson affidavit. Paragraph three. It does not mention the April 30, 2026 verified interrogatory answers. It does not mention any of the four pillars of misconduct on the merits. Its only

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substantive engagement is the assertion that nothing was, quote, "nefarious," unquote, in producing one email sixteen days after a thirty-day deadline. That treatment of the allegations by the HRA collapses an eighteen-month documentary record into a single sixteen-day window. The reply memorandum at pages 3-7 addresses that characterization directly.

Now, we will move to the City Defendants. The City produced a motion as a Rule 12 argument, stating that newly discovered documents cannot affect a dismissal for failure to state a claim. That mis-- mischaracterizes the relief sought. This is not a motion to reconsider the Rule 12 ruling on extrinsic evidence. It is a Rule 54.02 revision of an interlocutory order under materially expanded record. In addition, part 966 was created inside the four corners of the amended complaint. One that expressly identifies four part 966 provisions: 966.4(f)(5), f(11), e(8)(ii), and 966(5); paragraph six of the amended complaint identifies 966.4(a)(2)(i), and l(3)(ii) as the provisions Minten's conduct violated.

Paragraphs forty-nine and fifty plead the automatic renewal violation was a substantive basis for tortious interference. The Court at index 96 analyzed the non-renewal exclusively under part 247. The new record, HRA985, in the Olson affidavit confirms, by party

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admissions, that the HRA's own executive director identified part 966 as a governing regulation.

And with that, Your Honor, I can move into my objection, if Your Honor intends to hear Defendant's motion for summary judgment, or I, I, I think Your Honor said they were going to answer first to these motions?

THE COURT: Well, and I would hear your objection at this time, and I'll just take a look at things. So why don't you let me know what your objection would be?

(Brief pause in the proceedings.)

THE PLAINTIFF: I'll have this in just a second, Your Honor.

(Brief pause in the proceedings.)

THE PLAINTIFF: Your Honor, I object and will speak briefly to their -- to Defendant's attempted summary judgment before they present any argument.

This is a procedural objection. To understand the procedural posture, the record needs to be set out in chronological order.

On April 6, Plaintiff filed his notice of summary judgment at index 175. He notes the motion for hearing on June 22nd, 2026, at 10:00 a.m. The Court Administrator issued the corresponding notice of remote Zoom hearing the same day at index 176, assigning the

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June 22nd hearing slot to Plaintiff's motion. And Your Honor, this chronology is -- can be, can be viewed in Plaintiff's Exhibit 3 to hearing. It's laid out there with highlighting of the dates on the various documents. Four days later, on April 10th, 2026, Court entered its Rule 16 scheduling order at index 178. The order adopted the June 22nd, 2026, Plaintiff's already noticed hearing date was the deadline for any further dispositive or non-dispositive motions in the case. From that date forward, Defendants knew dispositive motion deadline. If they wanted their own summary judgment motion heard, they had to obtain a hearing date, serve and file their moving papers on time, and follow the normal motion scheduling procedure. They did not do that.

On May 26th, 2026, Defendants filed a Notice of Motion and supporting memorandum directed to a June 22nd, 2026, hearing. Today. The same date already set for Plaintiff's properly noticed motions. The filing did not comply with Rule 115.03. The rule requires the moving papers and the dispositive motion be served and filed at least twenty-eight days before the hearing. Defendants gave twenty-seven days.

Rule 15.103 is not merely a personal accommodation for Plaintiff; it protects the Court's orderly motion calendar and ensures that dispositive motions are

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presented through regular notice, briefing, and scheduling procedures. The procedural defect is broader than the day count. Plaintiff's motions were docketed through court-issued notices of remote Zoom hearing, index 176 for summary judgment motion, and index 226 for the Rule 60.02 motion. Each was issued by Court Administrator Trisha Mernitz and assigned the June 22nd, hearing slot to Plaintiff's motions. No court-issued notice of remote Zoom hearing has been entered for Defendant's motion.

The April 10th scheduling order said June -- also the April 10th scheduling order said June 22nd is the deadline to file any other dispositive motion, and actually, to complete any dispositive motion. It did not make the June -- Defendant's motion did not make the June 22nd an automatic hearing date for any motion later filed. It did not exclude -- excuse compliance with Rule 115.03. The order did not excuse compliance. None complies with Rule 115.03. And it did not authorize a later-filed motion to be heard alongside Plaintiff's motions without the regular notice and scheduling procedure.

Paragraph six of the scheduling order is directly on point. It provides that no amendments to this scheduling order shall occur in the absence of a written stipulation

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between the parties, which is approved by the court or upon motion by a party for good cause. The docket reflects no stipulation. The docket reflects no motion for good cause, which they could have made on June -- on May 26th.

On June 15th, 2026, Defendants filed a further brief, a reply by definition replies to a response. Plaintiff had filed no response. Plaintiff did not respond because the motion was not properly noticed under Rule 115.03 and was not properly scheduled to be before the Court, today. Defendant had options under the scheduling order. Paragraph six, they could have sought good cause. They could have noticed their motion for a later date with proper twenty-eight-day notice. They did neither. Plaintiff -- Plaintiff timely arranged his motions for this hearing; Defendants did not.

Defendants created the procedural defect they themselves -- defect themselves and then tried to convert Plaintiff's reversal with a reply memorandum to respond to -- into a waiver of admission. That is not ordinary briefing -- that is not ordinary briefing prejudice. It is an attempt to obtain merits relief from a dispositive motion that was not properly before the court.

Plaintiff therefore objects to the Defendant's summary judgment motion being heard today, and

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respectfully asks the Court to decline to hear or decide that motion.

THE COURT: All right. I'm going to turn to -- Ms. Olson, I did find your filing at index 265, which I had attributed, as noted, to the other defendants. So, I'll hear from you if you have anything beyond your filing.

MS. OLSON: Thank you, Your Honor. I'll just note that the Plaintiff appears to be talking out of both sides of his mouth by first saying that Rule 60.02 does not apply to his motion, but then also specifically citing to Rule 60.02 as the basis for his motion.

Rule 60.02 has strict requirements for a one-year date to hear such a motion. We are now more than fourteen months past the original order that this Court filed dismissing all of my clients from this action. And Mr. Svendsen's response, excuse me, reply doesn't explain how additional evidence would somehow undo a Rule 12 motion to dismiss or an order granting such a motion. By its definition, Rule 12 -- a Rule 12 motion is decided only by reviewing the allegations in the complaint. By attempting to revive his original complaint, we would reach the same logical conclusion that a motion to dismiss the complaint is just as valid today as it was more than a year ago, because this complaint fails to

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state a claim for which relief can be granted against my clients. In other words, by rule -- by definition, Rule -- a Rule 12 motion doesn't consider evidence, and evidence is the very thing that Mr. Svendsen claims gives him a reason to bring his motion, and there is a logical incompatibility there that cannot be overcome; therefore, Fergus Falls Defendants respectfully ask this Court to deny the motion and allow the Rule 12 order to stand.

Thank you, Your Honor.

THE COURT: All right. Then I'll turn to Mr. Buck to hear his reply to Mr. Svendsen's comments first.

MR. BUCK: Yeah, on the objection, Your Honor?

THE COURT: Yes.

MR. BUCK: Yeah, I think we're talking about Monday, Memorial Day, I believe was -- would be that 28 days, so that is the explanation for typically when a deadline falls on a holiday, the deadline moves to the next day. So the deadline fell on Monday, Memorial Day; we properly filed our notice of motion identifying this date as the hearing date for the motion for summary judgment, our motion, brief in support, affidavit of Pamela Minten, and all the exhibits as well, timely, that following day, on Tuesday. I think it was May 26th. And it's disappointing to hear about this objection first, at

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this hearing. There's no brief filed in response stating that objection. What we're confused -- I'm confused as to what, you know, if it's procedural objection to a motion for summary judgment, and if all he wanted was an extra day to file his response brief to have this heard on the merits, we would have been happy to provide an additional day for a response brief. You know, we, we, believe that our motion was timely filed in the first place, given the filing the date after a legal holiday, and we would respectfully request the Court hear our motion for summary judgment today.

THE COURT: And the Court will, noting Mr. Svendsen's objection, I will hear on your summary judgment motion, and then any response you had -- have to Mr. Svendsen's presentation.

MR. BUCK: Yes. Thank you, Your Honor.

I'll just briefly note; I'll be quick in response to the motion for relief. I agree with all of Ms. Olson's comments on the standard for motion to dismiss, and that this Court did not consider any evidence on the Defendant's mot-- our motions to dismiss. The underlying tort claims, and even the, considering the Rule 12 standard there, and that any evidence is not considered, I'm respectfully confused as to what new evidence Mr. Svendsen is talking about. I, I, you know, the

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standard motion to reconsider, which isn't proper before and Minnesota State Courts, but even in so, under the Rule 60, it's, it's admissible evidence that would change the result, and I -- we just don't have that in this case. We're talking about an email that cites a federal regulation. That is not relevant or probative evidence to any of the underlying tort claims. So I'd respectfully request that the Court deny Mr. Svendsen's motion for relief under Rule 60.

Moving on to the HRA's motion for summary judgment, this Court should grant the HRA's motion for summary judgment and dismiss Plaintiff's breach of contract claim for two reasons. The first being that Mr. Svendsen breached the lease and the federal regulations that outline appropriate conduct at the premises, repeatedly, throughout his tenancy at the HRA. And second, that Mr. Svendsen has failed to ascertain any damages he allegedly sustained as a result of a breach of contract.

So first, the HRA's argument as to Mr. Svendsen's breach of the lease and their justification for non-renewing the lease are basically one and the same considering Mr. Svendsen's conduct throughout his tenancy at the HRA, and the most important provision of the lease is under paragraph sixteen there -- or paragraph twelve clause sixteen, on any activity on or off the premises

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engaged in by a tenant that Fergus Falls HRA determines may threaten the health, safety, or right to peaceful enjoyment of the premises from any person on the premises, tenant, family, guest, neighbor, HRA employees, or vendors. And the federal regulations, essentially, repeat that same clause and codify that. It's that under 24 CFR section 247.3A that a landlord may terminate any tenancy upon material non-compliance with the rental agreement. And then it goes on to define what material non-compliance is: one or more substantial violations of the rental agreement or repeated minor violations of the rental agreement that again, sort of relay and repeat the lease language itself, with disrupting the livability of the project. Adversely affecting the health or safety of any person and their right to quiet enjoyment of the lease premises. Interference with management of the project.

And then lastly, which is not really applicable here, any adverse financial effect on the project. And as demonstrated through the affidavit and exhibits of -- filed with Pamela Minten's affidavit, there're numerous examples of Mr. Svendsen's conduct at the HRA disrupting the livability at the project and the HRA's management of the project.

First, we have other tenants. That -- the

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disruptability (sic) of other tenants with, you know, baselessly alleging that other tenants are members of Black Lives Matter or Antifa, and disrupting Mr. Svendsen's ability to live at the premises.

Next, we have complaining that individuals are, you know, who are simply being around him and walking around him on the premises are, you know, terroristically threatening him. That there are security-related suspicious events at the premises, and that some tenant gave him a prolonged threatened glare. We also have repeated gripes about tenants' conduct in merely living at the premises, with a dog barking and calling the cops for a dog barking for a few minutes. We have complaints about tenants' medical alarms, when that is what the HRA does; is they provide multi-family residential building premises for people, for low-income families, and for individuals who are elderly, disabled, and require home health care. That is one of the principles to the HRA's premises here. And you have repeatedly filing complaints for other members for medical alarms going off, when that is the purpose about why they are providing this housing to them.

We have complains -- we have complaints about harmless décor in the common areas. There's a complaint about a rubber duck being placed on a table in the common

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area. And about pine cones being placed outside someone's door, and a small fake dog outside another tenant's door. And then, not only is it the complaints about other tenants and their conduct throughout the building that is harmless, but it's repeatedly complaining to the HRA, who's then unable to do their job. We have repeated emails to Ms. Minten on a weekly, if not daily, for each of those particular complaints. We have continually pestering Ms. Minten about the HRA's security measures, and having Ms. Minten look into whether there's a process for inquiring if people have been current or past members of Black Lives Matter or Antifa when they move in. There're request-- or requesting Ms. Minten to install no trespassing signs. And requesting security footage throughout the premises. We have numerous emails to Ms. Minten, pestering about issues about, again, repeating, about the dog barking. You know, terroristic threats from other tenants and medical alarms going off, and I think it's noteworthy that the HRA did look into these continuous complaints about Mr. Tenten (sic) -- about -- from Mr. Svendsen, and they met with the Fergus Falls Police Department, and they confirmed that they have no idea what these complaints are, and they have never received any other similar complaints to the complaints that Mr. Svendsen

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was giving to the HRA management.

Then third, not only do we have, you know, repeated misconduct towards other tenants and the HRA staff, but we have misconduct towards HRA contractors that are on the premises trying to do their job. We have a contractor who was fixing -- fixing repairs in an apartment, and Mr. Svendsen barged into the apartment and asked -- his name was Kevin Jaredson (phen) -- you know, when he was, you know, questioning him about the noise he was making and when he was gonna being leaving. And then we have interference with the New Dimension staff, who, again, was there to treat patients who have health issues and dealing with medical alarms. He, he questioned Megan Schultz on who their patients were and wanting to know who the New Dimension's patients were so he could keep track of their, you know, medical alarms. And then, you know, badgering Ms. Schultz about when she, I guess, her process in dealing with those medical alarms, and that it wasn't timely enough for Mr. Svendsen. And it's noteworthy that Ms. Schultz wrote that she felt threatened and that Mr. Svendsen was very rude to her and made her staff feel uncomfortable. And it was not the first time that she had dealt with Mr. Svendsen in this capacity.

So based on the undisputed evidence, you know,

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Mr. Svendsen does not attempt to contradict any of those encounters with other tenants, HRA staff, and contractors on the premises. So based on the undisputed facts, there's only one conclusion that can be reached here, and it's that Mr. Svendsen's conduct towards those folks breached, materially breached, the lease. And that the HRA was justified in non-renewing Mr. Svendsen's tenancy.

And moving on to the second reason that the HRA's entitled to summary judgment, here, is that Mr. Svendsen has failed to establish any damages as a result of the alleged breach on the HRA. The case law is clear that, that liability for breach of contract requires proof of damages. Speculative, remote, conjectural damages are not recoverable. A breach of contract simply cannot be established without or cannot be granted without establishing those damages. And a non-moving party cannot rely on mere assertions in the pleadings to create fact issues at summary judgment. And that's exactly what we have here. The HRA has sent discovery requests to Mr. Svendsen asking him to, one, identify his damages that he has sustained in this case, and, two, provide documentation as to the damages that he claims to have sustained in this case. And both times, Mr. Svendsen objects and then points us to his allegations in the amended complaint. Which simply state his moving

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expenses for a U-Haul rental and fuel totaling thirty-five hundred dollars. And we have no itemization for what each of those claimed moving expenses were or more than that, documentation proving that those expenses, you know, were actually incurred. So, with that failure to establish measurable, identifiable damages, in this case the HRA is also entitled to summary judgment and dismissal of Mr. Svendsen's breach of contract claim as a matter of law.

So with that, the HRA would respectfully request that the Court grant its motion for summary judgment, deny Mr. Svendsen's motion for summary judgment, and dismiss Plaintiff's breach of contract claim with prejudice.

THE COURT: All right. Mr. Svendsen, anything further that you would like the Court to know at this time?

THE PLAINTIFF: Just a couple things, Your Honor.

I would direct the Court to what is actually in the record in regard to the allegations of my conduct at the property, and how they were addressed in the operative complaint. And the huge disparity between what is actually in the record and what Mr. Buck has just recited. Mr. Buck has recited huge exaggerations,

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mischaracterizations; he's introduced words and facts that are not in the complaint. They're not in Defendant's papers, and the other thing I would just say is that summary judgment can be applied to liability or any other single issue. And -- but in regard to the damages, Plaintiff supplemented his initial disclosures weeks ago, and provided a U-Haul receipt for the cost; I think it was around fifteen hundred dollars. Plaintiff provided a copy of -- also provided a copy in that supplement of charges for gasoline along the way. It was a fifteen-hundred-mile trip in a vehicle that got four miles a gallon, and, and also one overnight, a record of one overnight stay in a motel.

And so the papers identify the difference between the positions of the City quite well on her Rule 11 argument, and also on Mr. Buck's two arguments. And that's all, that's all from Plaintiff, Your Honor.

THE COURT: All right. Ms. Olson, anything further?

MS. OLSON: No, Your Honor, thank you.

THE COURT: Or Mr. Buck?

MR. BUCK: No, Your Honor. Thank you.

THE COURT: All right. The Court will take this matter under advisement at this time and will issue an order within the prescribed timelines.

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Thank you, everyone --

THE PLAINTIFF: Your Honor?

THE COURT: Yes, Mr. Svendsen?

THE PLAINTIFF: Can I ask, can I ask the Court a question?

THE COURT: Regarding what?

THE PLAINTIFF: Your Honor, I'm wondering if you have ruled on Defendant HRA's summary judgment motion that it's in the record and that it's been properly filed?

THE COURT: I'm going to take a look at the arguments that were presented. I'm going to take a look at the rules, and will make that portion part of my decision in the order.

THE PLAINTIFF: I would have one other thing to say. Mr. Buck said that because of the holiday, it was timely filed. Plaintiff exhaustively reviewed case law and, and premises, and the rules themselves and advisory opinions, and Mr. Buck wants to say that because at the start of the period there was a holiday that that allows the twenty-seven-day period. However, it is universally been applied to when the holiday files (sic) at the end of the period. In other words, if June 22nd was a legal holiday, it could be applicable to the 23rd as a deadline. So the legal holiday theory that Mr. Buck

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introduced is fallacious on its face.

THE COURT: All right. And the Court will take this matter under advisement, issue an order within the timelines governed by statute.

So that will conclude our hearing here today. Thank you, everyone, and the Court will be moving just in a moment to my matter that was scheduled for 10:30, but I'm just going to take a brief recess. Thank you.

(Proceedings concluded.)

MINNESOTA JUDICIAL BRANCH

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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

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Stephen Roy Svendsen,

Plaintiff,

vs.

Pamela Joy Minten, Ken Laney, Mikel Bruce Olson, Fergus Falls HRA Christopher Harold Harig, Ryan Muchow, City of Fergus Falls,

Respondent.

Appellate Court File:
District Court File: 56-CV-24-1426

Reporter's Certificate

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I, Dana Eifert, hereby certify that I am an official court reporter in the Seventh Judicial District of the State of Minnesota; that as such reporter I digitally recorded the proceedings in the above-entitled action; that I thereafter transcribed to typewriting the foregoing transcript from the digital recordings taken in Otter Tail County, Minnesota on June 22, 2026; and that the foregoing transcript consisting of thirty-three (33) pages, constitutes a full, true, and accurate transcription of said proceeding.

Dated: October 2, 2026

/s/ Dana Eifert

Dana Eifert
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