Svendsen v. Fergus Falls HRA

Summary judgment (2026)

Minnesota District Court, Otter Tail County, Seventh Judicial District

56-CV-24-1426 | September 18, 2026

IN THIS EDITION

Complete court order and memorandum

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STATE OF MINNESOTA **IN DISTRICT COURT**

COUNTY OF OTTER TAIL **SEVENTH JUDICIAL DISTRICT**

Stephen Roy Svendsen,

Plaintiff, **ORDER AND MEMORANDUM**

vs.

Pamela J. Minten, Ken Laney, Mikel B. Olson, Fergus Falls HRA, Chris Harig, Ryan Muchow and City of Fergus Falls,

Defendants. Court File No. 56-CV-24-1426

The above-entitled matter came before the Honorable Kevin M. Miller, Judge of District Court, for a motion hearing on June 22, 2026, at the Otter Tail County Courthouse, Fergus Falls, Minnesota. Plaintiff Stephen Svendsen appeared as a self-represented litigant. Jack Buck, Esq., appeared on behalf of Defendants Pamela J. Minten, Mikel B. Olson, and Fergus Falls HRA. Kendra Olson, Esq., appeared on behalf of Defendants Chris Harig, Ryan Muchow, and City of Fergus Falls.

Based on the motions, the arguments of the parties, and the applicable law, the Court makes the following:

ORDER

1. Plaintiff's motion for summary judgment is hereby **denied**.

2. Plaintiff's motion for relief under Minnesota Rule of Civil Procedure 60.02(b) and (c), applied through Minnesota Rule of Civil Procedure 54.02, to revise index 96 based on newly discovered evidence and adverse party misconduct is hereby **denied**.

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3. Defendants' (Pamela J. Minten, Mikel B. Olson, Fergus Falls HRA) motion for summary judgment is hereby **granted**.

4. The attached memorandum is incorporated by this reference.

Dated: 9/18/26 By the Court:

_____

Kevin M. Miller

Judge of District Court

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MEMORANDUM

On April 6, 2026, Plaintiff Stephen Svendsen filed a notice of motion and motion for summary judgment, requesting that the Court grant summary judgment as to liability and damages on his breach of contract claim. On May 21, 2026, Plaintiff filed an amended notice of motion and motion for partial summary judgment on liability. In his amended motion, Plaintiff stated he was not seeking summary judgment on damages.

On May 22, 2026, Plaintiff filed a notice of motion and motion for relief under Minnesota Rule of Civil Procedure 60.02 based on newly discovered evidence to vacate the order and memorandum filed at index 96 and reinstate dismissed claims. On May 30, 2026, Plaintiff filed an amended notice of motion and motion for relief under Minnesota Rule of Civil Procedure 60.02 based on newly discovered evidence to vacate the order and memorandum filed at index 96 and reinstate dismissed claims. On May 25, 2026, Plaintiff filed a second amended notice of motion and motion for relief under Minnesota Rule of Civil Procedure 60.02(b) and (c), applied through Minnesota Rule of Civil Procedure 54.02, to revise index 96 based on newly discovered evidence and adverse party misconduct.

On May 26, 2026, Defendants Pamela J. Minten, Mikel B. Olson, and Fergus Falls HRA (HRA Defendants) filed a notice of motion and motion for summary judgment.

On June 8, 2026, Defendants Chris Harig, Ryan Muchow, and City of Fergus Falls (City Defendants) filed a memorandum opposing Plaintiff's Rule 60.02 motion.

Statement of Facts

Plaintiff entered into a lease agreement with Defendant Fergus Falls Housing and Redevelopment Authority (HRA) and rented an apartment in Riverview Heights, a multifamily residential building in Fergus Falls, Minnesota. On September 22, 2022, Defendant Fergus Falls Source PDF page 4 HRA provided Plaintiff with a notice of nonrenewal of lease/notice to vacate. The notice stated Plaintiff was to vacate the premises no later than midnight on November 30, 2022. Plaintiff remained as a tenant until he moved out on June 4, 2023. Plaintiff filed an amended complaint against HRA Defendants and City Defendants on October 11, 2024. In an order dated March 6, 2025, (noted as index 96 in the court file) the Court dismissed Plaintiff's amended complaint with the exception of count one regarding Plaintiff's breach of contract claim and request for damages in the amount of $3,500.00.

Analysis

I. Summary Judgment Cannot be Granted On a Breach of Plaintiff's Lease, as Genuine Issues of Material Fact Exist

Summary judgment shall be granted "if the movant shows that there is no genuine issue as to any material fact and the movant is entitled to a judgment as a matter of law." Minn. R. Civ. P. 56.01. "A motion for summary judgment may be granted * * * only if, after taking the view of the evidence most favorable to the nonmoving party, the movant has clearly sustained his burden of showing that there is no [g]enuine issue as to any [m]aterial fact and that he is entitled to judgment as a matter of law." *Illinois Farmers Ins. Co. v. Tapemark Co.*, 273 N.W.2d 630, 633 (1978) (quotations omitted).

Summary judgment on the basis of a breach of the lease in this matter cannot be granted, as there are genuine issues of material fact regarding Plaintiff's breach of contract claim. As noted above, Plaintiff entered into a lease with Defendant Fergus Falls HRA. HRA Defendants have alleged Plaintiff breached his lease by violating clause 16(12) of the lease under "Lease Termination by Landlord." Clause 16(12) of the lease states, "The landlord shall not terminate or refuse to renew the lease other than for serious or repeated violation of material terms of the Source PDF page 5 lease, such as, but not limited to . . . [a]ny activity on or off the Premises engaged in by the Tenant Family, Other Person Under the Tenant Family's Control, Guest, or Live-in Aide, even in the absence of an arrest or conviction, that Fergus Falls HRA determines may threaten the health, safety or right to peaceful enjoyment of the Premises of any person on the Premises, Tenant Family, Guest, neighbor, or Fergus Falls HRA's employee or vendor." *See* Index #2, Exhibit 1, p. 10. HRA Defendants have also alleged Plaintiff's lease was properly terminated pursuant to 24 CFR § 247.3(a) for material noncompliance with the rental agreement. *See* 24 CFR § 247.3(a). HRA Defendants have alleged Plaintiff violated 24 CFR § 247.3(c) due to repeated minor violations of the lease which disrupted the livability of the project, adversely affected the right of other tenants to quiet enjoyment of the premises, and interfered with management of the project. *See* 24 CFR § 247.3(c).

HRA Defendants have alleged that Plaintiff violated section 16(12) of his lease and 24 CFR § 247.3 through his interactions with other tenants, staff, and outside service providers and complaints to the building manager. HRA Defendants noted in their submissions to the Court Plaintiff's complaints about décor or decorations in common areas in the building, other tenants in the building allegedly harassing him, items left in the hallway that Plaintiff felt were fire hazards, medical alarms that continued to ring, Plaintiff's questioning service providers about tenants who received medical care, and repeatedly questioning or disturbing contractors working on the property as evidence of Plaintiff's violations of section 16(12) of the lease and material noncompliance with the lease under 24 CFR § 247.3. Plaintiff has denied that he breached the lease through his interactions with tenants, staff, outside service providers, or the building manager. Plaintiff has argued that he made complaints to management and inquiries of the fire department regarding building fire safety records in good faith, arguing his actions do not Source PDF page 6 constitute a breach of his lease. Because there are genuine issues of material fact regarding whether Plaintiff's actions breached his lease with Defendant Fergus Falls HRA, the Court is not able to

grant summary judgment for either Plaintiff or HRA Defendants on the issue of liability for Plaintiff's breach of contract.

II. Summary Judgment Will be Granted Due to Plaintiff's Failure to Establish Damages

As discussed above, Plaintiff has asserted a claim against HRA Defendants for breach of contract. "Liability for breach of contract requires proof that damages resulted from or were caused by the breach." *Border State Bank of Greenbush v. Bagley Livestock Exchange, Inc.*, 690 N.W.2d 326, 336 (Minn. Ct. App. 2004) (citation omitted). "A breach of contract claim fails as a matter of law if the plaintiff cannot establish that he or she has been damaged by the alleged breach. '[T]here can be no recovery for damages which are remote, conjectural, or speculative.' But damages need not be proved with certainty; it is legally sufficient that a reasonable basis for approximating loss is shown." *Jensen v. Duluth Area YMCA*, 688 N.W.2d 574, 578 (Minn. Ct. App. 2004) (citations). In *Jensen v. Duluth Area YMCA*, the Minnesota Court of Appeals affirmed the district court's grant of summary judgment to respondent YMCA, in part, because appellant Jensen "failed to establish damages to support a breach of contract claim." *Id* at 579.

The Court finds Plaintiff has failed to establish damages to support his breach of contract claim. Plaintiff has claimed damages in the amount of $3,500.00. However, Plaintiff has not shown a reasonable basis for approximating his loss. Plaintiff has alleged he incurred $3,500.00 in relocation expenses but has not provided any support for his claim of damages. In his amended complaint, Plaintiff stated he incurred expenses "including moving supplies, U-Haul rental, and fuel, totaling $3,500." *See* Amended Complaint, p. 16. Through interrogatories, HRA Defendants requested that Plaintiff state and describe damages he sustained as a result of the Source PDF page 7 alleged breach of the lease and state a description of the damages. In his response, Plaintiff objected to the interrogatory and stated he "sustained $3,500 in relocation expenses as a direct result of Defendant's breach, consisting of transportation and temporary lodging costs necessitated by the improper lease termination." *See* Exh. 1 to Declaration of Jack M. Buck, p. 24. Through a request for production of documents, HRA Defendants requested that Plaintiff produce each and every document which Plaintiff believed supported any claims he may have for economic damages that were proximately caused by any alleged breach of the lease. In his response, Plaintiff objected to the request for production of documents and referred HRA Defendants to paragraphs 33 and 234 of the amended complaint regarding the $3,500.00 relocation damages consisting of transportation and temporary lodging costs. *See* Exh. 1 to Declaration of Jack M. Buck, p. 39. As the Minnesota Supreme Court has stated, "the nonmoving party cannot rely on assertions in his pleadings to create fact issues." *Ahlm v. Rooney*, 143 N.W.2d 65, 68 (Minn. 1966). The information submitted to the Court does not establish a genuine issue of material fact regarding Plaintiff's claim for damages. Therefore, summary judgment will be granted.

III. Plaintiff's Motion to Vacate the March 6, 2025 Order Pursuant to Minnesota Rule of Civil Procedure 60.02 Will be Denied

Minnesota Rule of Civil Procedure 60.02 applies to final orders and judgments, as it states, "On motion and upon such terms as are just, the court may relieve a party or the party's legal representative from a final judgment (other than a marriage dissolution decree), order, or proceeding . . ." Minn.R.Civ.Pro. 60.02. Plaintiff has requested that the Court revise its March 6, 2025, identified as index 96 in the court file, via Rule of Civil Procedure 60.02. However, the Court's March 6, 2025, order is not a final judgment but an interlocutory order. Therefore, it is Source PDF page 8 improper to grant a motion for reconsideration of an interlocutory order under Rule of Civil Procedure 60.02. As a result, Plaintiff's motion to revise the March 6, 2025, order pursuant to Minnesota Rule of Civil Procedure 60.02 must be denied.

For the above reasons, Plaintiff's motion for summary judgment is denied, Plaintiff's motion to vacate or revise the March 6, 2025, order (index 96 in the court's file) is denied, and HRA Defendants' motion for summary judgment is granted on the basis that Plaintiff has failed to show a genuine issue of material fact regarding his claim for damages.

KMM