

## Case Highlights from the 2010-2011 Hamline University School of Law Trial Practice Clinic

- a one day trial in a rent escrow action based on a ceiling collapse from an unattended roof ice jam and exposed nails and inadequate basement air temperature and hot water temperature, after which the referee signed our 9 page proposed order with slight modifications, ordering completion of repairs and awarding \$1500 in rent abatement, costs and disbursements;
- a trial on a landlord's suit for thousands of dollars claiming unpaid rent, where we raised habitability violations including lack of heat, insect infestation and condemnation which forced the young tenant to move, and newspaper articles discussing the tenant's building and labeling the landlord one of the worst slumlords in Minneapolis, with the court ordering that the tenant owed nothing to the landlord, and the court in the eviction case expunging the court file;
- an eviction action for nonpayment of rent, in which we answered with defenses including excessive late fees, waiver of obligation to promptly pay rent due to repeated acceptance of irregular payments, and violation of the Fair Debt Collection Practices Act (FDCPA) by the attorney requesting \$75 in attorney fees while the state eviction statute provides for attorney fees not exceeding \$5.00, and we settled for installment payments, dismissal of the landlord's parallel conciliation court action, mutual rescission of the lease in two months, and no payment of the landlord's filing, service and late fees, with the tenant preserving the \$2000 FDCPA claim against the attorney for two violations of the Act;
- an eviction action for nonpayment of rent, in which we answered with defenses including landlord's agent delivering the court papers, Plaintiff not being entitled to possession of the building or an authorized management agent, the person suing on behalf of Plaintiff not filing a power of authority, Plaintiff being an LLP but not represented by an attorney, Plaintiff using PO boxes rather than street address required by statute, incomplete pleading, incorrect rent calculation, habitability violations, excessive late fees, waiver of rent claim by accepting a partial payment of rent, and improper fees, and we settled for a move out by the tenant which fit her schedule;
- appeal of an eviction file expungement motion denial by the referee, with the judge signing our proposed order reversing the referee decision and ordering eviction expungement, concluding that unique circumstances existed where the tenant was held against her will by an abusive boyfriend; once she was able to escape her abuser, she was not able to return to the leased premises out of fear that he would find and harm her, she made arrangements to pay down the balance owed to the landlord in installments, and she had no other eviction actions filed against her, either before or after this eviction; and
- an eviction for nonpayment of rent, in which we answered with defenses including part payment and habitability violations, and we settled for a move out which fit the client's schedule.

We picked up some cases while at court on other matters, and interviewed and represented the new clients at hearings that day:

- a rent escrow action case, resulting in an order completely abating the \$850 rent for March 2011 and until further order of the court, due to multiple repair problems and the landlord's failure to appear in court; and
- an eviction action for nonpayment of rent, in which we answered with defenses including a LLP appearing without attorney representation, inaccurate landlord rent records not reflecting all rent paid, excessive late fees, and habitability violations, and we settled for a waiver of all rent claims except \$50, and no payment of the landlord's filing, service and late fees.

Students also obtained file expungement orders granted in several eviction actions, including evictions where:

- the tenant won a public housing eviction action claiming drug-related criminal activity, where the tenant's possession of small amount of marijuana off-site was an offense but not a crime under state law;
- the tenant won an eviction action when it was stricken, and we moved for expungement based on the dismissal, improper plaintiff, unregistered trade name, improper service by an employee of plaintiff, unauthorized practice of law, and excessive late fees;
- the tenant settled the eviction action, but the property was condemned;
- the tenant was hospitalized but paid back rent when she returned home; and
- the tenant paid the rent the same day the landlord filed the eviction action

In some cases where the tenant filed the expungement motion *pro se* asserting grounds which did not warrant expungement and the student presented proper grounds for expungement at the hearing, including evictions where:

- the tenant self raised payment of rent in full, but we argued improper service at the hearing;
- the tenant self raised payment of rent in full, but we argued the dismissal on part payment of rent at the hearing; and
- the tenant self raised habitability violations, but we also argued part payment of rent at the hearing.

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