

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Ira Latrell Toles, Jr.,

Plaintiff,

ORDER DENYING CLAIMS

vs

Judge Patrick D. Robben
Court File No. 27-CV-21-2978

Forest Recovery Homes, Inc.,

Defendant.

The above-entitled matter came before the Honorable Patrick D. Robben, District Court Judge, on March 4, 2022, for a *de novo* bench trial over Zoom following a Conciliation Court appeal.

Ira Latrell Toles, Jr. (Plaintiff) appeared *pro se*.

Tonja Honsey appeared on behalf of Forest Recovery Homes, Inc. (Defendant).

Based on the trial record, the Court makes the following findings of fact, conclusions of law, and order for judgment.

FINDINGS OF FACT

1. Ira Latrell Toles, Jr. (Plaintiff, herein) brought this action alleging Defendant, the owner-operator of Forest Recovery Homes, Inc. a sober recovery house, breached a housing agreement (Ex. 5) and withheld his personal property after removing him from the house.

2. Tonja Honsey along with her former partner owned and operated a sober living house located in St. Paul ("Property"). They ran the Property under a business name, Forest Recovery Homes, Inc. (Defendant, herein).¹

3. Around January 20, 2020, Plaintiff was asked to leave a prior residence and found himself looking for a new place to live. Plaintiff contacted Defendant and requested a tour of the Property. A tour was provided by one of the co-owners of Defendant business. On January 31, 2020, Plaintiff paid \$175.00 – half of the required deposit. The second half was paid on February 14, 2020.

4. Plaintiff moved in shortly after. By mid-February problems arose between Plaintiff and the live-in housing manager responsible for the day-to-day operation of the house. A dispute

¹ For purposes of simplification, references to "Defendant" and "Defendant's" testimony refer to that of witness Honsey.

started over the cleanliness of Plaintiff's room. (Ex. 2, p. 6; Ex. 3, p. 10.)

5. On February 26, 2020, Defendant informed Plaintiff that he needed to move out due in part to his problems with cleanliness of his room and personality clashes, but also his failure to sign the housing agreement ("Agreement", Ex. 5). (Ex. 4, p. 9.)

6. Defendant stated that in lieu of a traditional lease, signing the Agreement was standard for any new resident and a requirement to live in the house. Defendant further elaborated that the Agreement must be signed mainly for insurance purposes. *Id.* It is unclear why Plaintiff did not sign the Agreement prior to moving in. It does appear that Defendant was aware of the Agreement and that his living in the housing was conditioned on him being bound by the terms and confirming his assent via a prompt signature.

7. Plaintiff was forcibly removed from the Property on February 27, 2020, by police officers summoned by the housing manager because, according to Defendant, he refused to leave. *Id.* Plaintiff requested Defendant return his belongings but was informed that Defendant was unable to move his belongings or take them to another location for insurance reasons. *Id.*

8. Sometime later, Plaintiff contacted Defendant requesting the return of his \$350.00 deposit and his belongings. One of the employees of the Property informed him that he was not entitled to receive his deposit back absent thirty days' verbal or written notice of departure. *Id.* Finally, Defendant told Plaintiff he had ten days to retrieve his personal belongings. *Id.*

9. Defendant admitted to bagging up Plaintiff's belongings and placing them in a secured area in the Property despite maintaining that Defendant was not responsible for former or current residents' property. *Id.* Exhibits 1-3 consists of three text message conversations between Plaintiff and several employees of Defendant. At least one attempt to set a time for Plaintiff to collect his belongings was made. (Ex. 1 at p. 1; Ex. 2 at p. 5.)

10. Plaintiff attested that several items were missing from his belongings. (*see* Statement of Claims and Summons, 27-CO-20-4704.) The total value of the missing items, by Plaintiff's estimate, is \$468.39. In addition to the deposit Plaintiff says he is entitled to interest earned after Defendant failed to return his deposit and additional accommodation costs after Plaintiff was asked to leave the Property. In total, Plaintiff requested \$6,442.84. (*Id.*)

11. Based on its ability to observe the testimony and consider the testimony in the context of all of the evidence, the Court found the testimony of Honsey credible in its entirety. To the extent the testimony of Plaintiff was in conflict on certain matters, the Court did not find Plaintiff's testimony as credible.

Discussion

12. **Belongings.** Plaintiff asserts Defendant failed to return various personal belongings. The Court did not find Plaintiff's testimony regarding the items he allegedly left behind in his room credible. In any event, Defendant offered credible testimony that it set aside the belongings found in Plaintiff's former room and left them in a secure location for him to pick up, which he failed to do so. Eventually, the items were disposed of after Plaintiff failed to come get them.

13. **Security Deposit.** Plaintiff asserts that he was entitled to return of his security deposit. Plaintiff did not provide the notice of departure required under the Agreement. Plaintiff had to be forcibly removed, leading to the subsidization of his housing expenses by Nuway. Plaintiff's departure was such that Defendant was not able to immediately take in another resident, leading his security deposit to be forfeited as application towards his owing housing expenses. Plaintiff is not entitled to return of any portion of his security deposit.

14. **Consequential Expenses.** Plaintiff argues he is entitled to recover for expenses incurred in arranging alternative housing after his removal from Defendant's sober house. However, under the circumstances the testimony demonstrated Plaintiff was in violation of the house agreement and his removal was necessary to enforce the house rules. Plaintiff is not entitled to any other consequential damages as a result.

15. **Costs.** If the removing party does not prevail in district court, the court shall order an additional \$50 in costs to be paid to the opposing party. If the removing party is eligible to proceed under Minn. Stat. § 563.01, the additional \$50 may be waived by the court in its discretion if the court determines a hardship exists and that the case was removed in good faith. Under the circumstances, Plaintiff proceeded by fee waiver, the matter was removed to district court, and imposition of \$50 on costs on Plaintiff would create a hardship given his financial circumstances.

ORDER

1. Plaintiff's claims are denied, and the Statement of Claim is dismissed with prejudice.

2. The additional \$50 in costs otherwise available to Defendant pursuant to Minn. Stat. § 491A.092, subd. 7, are herein waived by the court.

BY THE COURT:

Dated: May 6, 2022

Patrick D. Robben
Judge of District Court