

*This opinion is nonprecedential except as provided by
Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-1239**

REE Mahtomedi Apartments LLC,
Respondent,

vs.

Vivian Marquez Ruiz, et al.,
Defendants,

Nekiel Bass,
Appellant.

**Filed May 12, 2025
Affirmed
Ross, Judge**

Washington County District Court
File No. 82-CV-24-3158

Clarice Scarnecchia, Landlord Resource Network, Minneapolis, Minnesota (for respondent)

Nekiel Bass, Mahtomedi, Minnesota (self-represented appellant)

Considered and decided by Smith, Tracy M., Presiding Judge; Ross, Judge; and Bratvold, Judge.

NONPRECEDENTIAL OPINION

ROSS, Judge

REE Mahtomedi Apartments LLC brought an eviction action against tenants Vivian Ruiz and Nekiel Bass and obtained a writ of recovery of premises and order to vacate after the district court denied Bass's motion to stay the writ. Bass now apparently seeks to be

rehoused, arguing that the basis for the eviction was improper and that the district court erred by not granting the tenants relief after improperly failing to stay the writ of recovery. We conclude that the district court's basis for entering the eviction judgment was proper and that the issue of relief is moot. We affirm.

FACTS

REE Mahtomedi Apartments LLC commenced an eviction action in June 2024 against residential tenants Vivian Ruiz and Nekiel Bass based on their alleged nonpayment of rent. The district court held a hearing during which the parties agreed to a settlement that required the tenants to move out by July 31 and pay REE Mahtomedi \$9,995 in back rent and fees. But later that day, and before the district court adopted the settlement into a written order, Bass filed a document captioned as an "Amended/revised Settlement agreement" that differed materially from the settlement agreement reached in court. The purportedly amended agreement would have required the tenants to pay REE Mahtomedi the same amount of money but not required them to vacate the unit. The tenants did not represent that REE Mahtomedi ever agreed to the different terms.

The record does not indicate that the district court took immediate action on the tenants' post-settlement filing. It instead incorporated the parties' settlement into an order that required the tenants to vacate the unit and pay the arrearage by July 31, 2024, and that provided that, if the tenants breached the agreement, REE Mahtomedi could obtain a writ of recovery by filing an affidavit of noncompliance.

REE Mahtomedi filed an affidavit of noncompliance on August 1, alleging that the tenants had not moved out or made the payment that the district court had ordered. The district court entered judgment against the tenants and issued a writ of recovery.

Bass appealed the judgment to this court and moved the district court to stay execution of the writ pending the appeal. The district court denied the motion to stay, explaining, “This . . . eviction occurred because of a settlement, not a court decision. Parties are bound by the settlement agreement.” Bass then filed a motion to review the proposed stay in this court. But before this court decided the motion, the sheriff evicted the tenants.

About two weeks after the eviction, this court decided Bass’s appellate request to review the stay decision and remanded the matter to the district court because the district court had failed to apply Minnesota Statutes section 504B.371 (2022 & Supp. 2023), which requires a court to stay eviction proceedings during appeal. On remand, the district court granted Bass’s motion for a stay but observed that the matter was likely moot because the tenants no longer possessed the unit. Bass and Ruiz then asked the district court to quash the writ, acknowledging that they no longer possessed the unit but requesting that they be allowed to re-enter it and pay the unpaid rent to the court. REE Mahtomedi filed correspondence informing the district court that new occupants had already moved into the unit and that Mahtomedi could not lawfully remove them. The district court denied the request to quash the writ, observing that restoring the tenants to the property would require eviction of the current occupants and that section 504B.371 does not require staying a completely executed writ.

Bass and REE Mahtomedi then filed their appellate briefs addressing the basis for the eviction and relief.

DECISION

Bass seems to make two principal appeal arguments. Bass first contends that the district court improperly entered an eviction judgment based on the parties' settlement agreement. REE Mahtomedi persuasively counters, arguing that the validity of the settlement agreement is not properly before us. We generally will consider only issues that were presented to and considered by the district court. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). It is true that Bass had filed a document purportedly amending the settlement agreement to remove the move-out term. But Bass does not dispute that the tenants agreed to that term and does not assert that REE Mahtomedi agreed to the "amended" settlement. To preserve an argument challenging the validity of the actual settlement, the tenants would have needed to move the district court to vacate the settlement. Bass does not point to any reference in the record establishing that the tenants moved the district court to vacate the agreement. Bass has therefore forfeited any settlement-validity challenge.

Bass next contends that the district court erred on remand by not returning the tenants to possession. But that issue is moot. We will dismiss a claim as moot when "an award of effective relief is no longer possible." *Snell v. Walz*, 985 N.W.2d 277, 283 (Minn. 2023) (quotation omitted). Bass was entitled to a stay of the eviction proceedings only during the pendency of the appeal. *See* Minn. Stat. § 504B.371, subd. 4 (2024). Because we now affirm the district court's eviction judgment, we have resolved Bass's appeal, and

the appeal is no longer pending. We can comprehend no other argument in Bass's brief to this court. There is no relief under section 504B.371 that we can grant.

Affirmed.