

SUPREME COURT OF NORTH DAKOTA

Anderson v. Heinze

2002 ND 60 · No. 20010127 · Decided April 16, 2002

SUMMARY

The North Dakota Supreme Court affirmed an eviction judgment against a tenant who remained in possession after his farmland lease expired. The court held that the tenant's contractual claims, including claims concerning a right of first refusal and specific performance, could not be asserted as counterclaims or defenses in the summary eviction proceeding. Those claims could be pursued separately, but the tenant had no right to possession after the lease expiration date.

CASE DETAILS

COURT	Supreme Court of North Dakota
WRITING FOR THE COURT	Kapsner, Justice; Carol Ronning Kapsner; Mary Muehlen Maring; William A. Neumann; Dale V. Sandstrom; Gerald W. VandeWalle, C.J.
JURISDICTION	North Dakota
DECIDED	April 16, 2002
DOCKET	20010127
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a judgment in an eviction action ordering the defendant to vacate leased farmland or be evicted.
STANDARD OF REVIEW	The court reviewed the asserted abuse of discretion concerning the conduct of the eviction hearing and reviewed the legal propriety of excluding the defendant's claims from the summary eviction action.
PRECEDENTIAL VALUE	Published state supreme court opinion; precedential.
PARTIES	Kenneth C. Heinze v. Rosalia Anderson, Gary Jorisson

TOPICS

- eviction
- civil procedure
- contracts
- real estate
- remedies

PRACTICE AREAS

- civil procedure
- landlord tenant
- real estate
- contracts
- remedies

QUESTIONS PRESENTED

1. Whether the district court abused its discretion by failing to allow the parties to cross-examine witnesses at the eviction hearing.
2. Whether the district court erred by refusing to adjudicate Heinze's counterclaims and contractual claims in the eviction action rather than requiring them to be brought in separate litigation.
3. Whether Heinze retained a right of possession after the lease expired on February 1, 2001.

HOLDINGS

1. The district court did not abuse its discretion because Heinze neither attempted to cross-examine the witnesses nor requested permission to do so.
2. In a statutory eviction action, counterclaims are generally prohibited except as setoffs to a demand for damages or rents and profits; claims for constructive conversion, denial of a right of first refusal, and specific performance were not permissible defenses or counterclaims because they were not pleaded as setoffs.
3. Heinze had no right of possession after February 1, 2001, and the district court properly ordered him to vacate or be evicted.

KEY QUOTATIONS

“The purpose of the no-counterclaim provision in the eviction statutes “was to get a speedy determination of possession without bringing in any extraneous matters.”” ([¶ 11])

“While Heinze may pursue those other matters in another proceeding, they were not properly asserted in this eviction action.” ([¶ 13])

“We conclude Heinze had no right of possession after February 1, 2001, and the trial court properly ordered him to vacate or be evicted.” ([¶ 14])

FACTUAL BACKGROUND

Donald Anderson leased farmland to Kenneth C. Heinze for one year beginning February 1, 2000, with the lease requiring Heinze to surrender the premises at expiration and granting him a first option and right of first refusal if the land was sold. After Donald Anderson's death, Rosalia Anderson marketed the property and provided Heinze opportunities to bid or match bids. Heinze ultimately declined to match a \$255,000 bid, did not vacate by March 15, 2001, and remained in possession after the lease expired on February 1, 2001. The district court ordered his eviction and rejected his additional contractual and conversion claims as improper in the eviction proceeding.

PROCEDURAL HISTORY

Rosalia Anderson and Gary Jorisson brought an eviction action after Heinze remained on the property following expiration of his lease and failed to vacate after notice. Heinze asserted counterclaims and contractual claims, including constructive conversion, denial of a right of first refusal, and specific performance. The district court

ruled those matters were not proper defenses or counterclaims in the summary eviction proceeding, ordered Heinze to vacate, and entered judgment for the plaintiffs. The North Dakota Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Stonewood Hotel Corp., Inc. v. Davis Dev., Inc., 447 N.W.2d 286, 289 (N.D. 1989)
- Flex Credit, Inc. v. Winkowitsch, 428 N.W.2d 236, 240 (N.D. 1988)
- Nomland Motor Co. v. Alger, 77 N.D. 29, 31, 39 N.W.2d 899, 900 (1949)
- Murry v. Burris, 6 Dakota 170, 186, 42 N.W. 25, 31 (1889)
- Vidger v. Nolin, 10 N.D. 353, 354, 87 N.W. 593, 593 (1901)
- Murchison v. State, 1998 ND 96, ¶ 13, 578 N.W.2d 514
- Weintz v. Baumgarner, 434 P.2d 712, 716 (Mont. 1967)
- Berry-Iverson Co. v. Johnson, 242 N.W.2d 126, 131 (N.D. 1976)