

SUPREME COURT OF MONTANA

Eric Andersen, Personal Representative of the Estate of Viggo O.
Andersen v. Tim Sack

Andersen v. Sack, 2016 MT 223N (2016) · No. DA 16-0058 · Decided September 6, 2016

SUMMARY

The Montana Supreme Court affirmed the District Court’s confirmation of an arbitration award for unpaid rent, attorney’s fees, and arbitration costs. The Court held that judicial review was limited to confirming, vacating, modifying, or correcting the award and that the District Court properly declined to consider substantive challenges to contract formation and landlord-tenant law. The Court also concluded that the attorney’s fee award was adequately supported and that confirmation was not an abuse of discretion.

CASE DETAILS

COURT	Supreme Court of Montana
WRITING FOR THE COURT	Michael E. Wheat; Laurie McKinnon; Patricia Cotter; James Jeremiah Shea; Jim Rice
JURISDICTION	Montana
DECIDED	September 6, 2016
DOCKET	DA 16-0058
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a district court order and judgment confirming an arbitration award.
STANDARD OF REVIEW	A district court's decision to confirm an arbitration award is reviewed for abuse of discretion. Judicial review is limited to confirming, vacating, modifying, or correcting the award and does not extend to review of the merits of the underlying controversy.
PRECEDENTIAL VALUE	Nonprecedential; memorandum opinion expressly designated noncitable.
PARTIES	Tim Sack v. Eric Andersen, personal representative of the Estate of Viggo O. Andersen

TOPICS

arbitration

landlord tenant

attorney fees

appellate procedure

standard of review

PRACTICE AREAS

Arbitration

Landlord-tenant

Contract law

Appellate procedure

Attorney's fees

QUESTIONS PRESENTED

1. Whether the District Court exceeded the limited scope of judicial review by refusing to reconsider contract-formation and landlord-tenant issues underlying the arbitration award.
2. Whether the District Court abused its discretion by confirming the arbitrator's award of attorney's fees.

HOLDINGS

1. Under Montana's arbitration statutes, a district court may not review the merits of the controversy underlying an arbitration award and may only confirm, vacate, modify, or correct the award.
2. The District Court did not abuse its discretion by confirming the arbitrator's award of attorney's fees where the fees were supported by sworn affidavits and both the arbitrator and District Court found them reasonable.

KEY QUOTATIONS

“A district court may not review the merits of a controversy surrounding an arbitration award, “but may only confirm, vacate, modify, or correct” the award.” (¶ 7)

FACTUAL BACKGROUND

Tim Sack entered into a one-year lease with Viggo Andersen for use of property in Great Falls, Montana, including an automatic renewal provision, an attorney-fee provision, and a binding-arbitration clause. Sack failed to pay rent totaling \$2,900, and Andersen pursued eviction and recovery of rent and fees. After the dispute was sent to arbitration, the arbitrator awarded \$2,900 in past-due rent, \$4,125 in attorney's fees, and \$215 in arbitration costs.

PROCEDURAL HISTORY

The Justice Court entered judgment concerning the lease dispute and concluded that the lease was unenforceable under the Montana Residential Landlord and Tenant Act. On appeal, the District Court held that the Justice Court erred regarding the lease's validity and failed to properly interpret the arbitration clause, ordering binding arbitration. The arbitrator awarded the appellee past-due rent, attorney's fees, and arbitration costs, and the District Court confirmed that award. The Montana Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Terra W. Townhomes, L.L.C. v. Stu Henkel Realty, 2000 MT 43, ¶ 22, 294 Mont. 344, 996 P.2d 866

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