

TRAORE V. SISSOHO AND TERRA POINTE APARTMENTS – THE PLAINTIFF SUED THE WRONG DEFENDANT IN THIS LOCKOUT CASE

I. INTRODUCTION

The act of a landlord ousting a tenant by locking him out rather than using court process has been illegal in Minnesota for decades. In 1975 the Minnesota legislature established a user-friendly, rapid procedure allowing dwelling tenants and others to get a court order ending a lockout. The law it enacted¹ is now codified at [Minn. Stat. § 504B.375](#).

This statute allows a “residential tenant” to sue his “landlord” by filing what is colloquially known as a “lockout petition.” The “residential tenant” alleges that his “landlord” ousted him illegally. If he establishes this allegation, the court orders the “landlord” to allow him back in and orders the sheriff to enforce the order.

I’ve used quote marks in the prior paragraph because the terms “residential tenant” and “landlord” have broader meanings than in layperson’s parlance. They are defined in [Minn. Stat. § 504B.001](#) as follows:

Subd. 7. **Landlord.** "Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property.

...

Subd. 12. **Residential tenant.** "Residential tenant" means a person who is occupying a dwelling in a residential building under a lease or contract, whether oral or written, that requires the payment of money or exchange of services, all other regular occupants of that dwelling unit, or a resident of a manufactured home park.

¹ [1975 Minn. Laws cj. 410 s 5](#), then codified at Minn. Stat. §566.175 (1976) but recodified as Minn. Stat. §504B.375 in 1999. The 1999s recodification did not change the meaning of the statute. [Occhino v. Grover, 640 N.W.2d 357,362 \(Minn. App. 2002\)](#).

Thus a “residential tenant” includes both a dwelling renter (“a person who is occupying a dwelling in a residential building under a lease or contract”)² and “all other regular occupants” of that renter’s unit.

The vast majority of Minn. Stat. §504B.375 lawsuits involve a traditional dwelling renter suing his own landlord – the owner of his building, the owner’s manager, or a similar entity. However, in a few cases a Minn. Stat. §504B.375 lawsuit is brought by an “other regular occupant.” Three of those cases, discussed in Part II, have reached the Court of Appeals.

II. THE THREE APPELLATE CASES

A. Broszko v. Principal Mutual Life

The earliest case was [*Broszko v. Principal Mutual Life Insurance Co.*, 533 N.W.2d 656 \(Minn. App. 1995\)](#), *rev. denied* (Minn. Sept. 19, 1995).³ Denise Brodsky claimed she was an “other regular occupant” but she lost her lawsuit because her dwelling unit was not a rental property. The court ruled that while she was an occupant and perhaps a regular occupant, the main/original occupant, the person who let her into the home, was a mortgagee of mortgagee Principal Mutual.

B. Quinn v. LMC

In the second case the “other regular occupant” succeeded in her section-504B.375 lawsuit. [*Quinn v. LMC NE Minneapolis Holdings, LLC*, 972 N.W.2d 881 \(Minn. App. 2022\)](#), *rev. granted* (Minn. June 29, 2022) *and appeal dismissed* (Minn. Feb. 17, 2023).

I discussed [*Quinn v. LMC*](#) in a previous blog post.⁴ Briefly here are the facts plus the court’s reasoning and decision:

² The “lease or contract” in question has to involve “rental property”: The respondent in the lawsuit is a “landlord”. A “landlord” has to be “in control of rental property”. Minn. Stat. §504B.001, subdivision 7. *Broszko v. Principal Mutual Life*, discussed in Part II.A below, illustrates why this requirement matters.

³ The *Broszko* court construed Minn. Stat. §566.175, which was the codification of the lockout statute in 1995 (see footnote 1, *supra*).

⁴ Available at <https://birnberglegalwebsite.net/2023/04/28/825/> . This blog post has also been published electronically in a slightly different form in the [*Mitchell Hamline Law Journal of*](#)

1. Facts in *Quinn v. LMC*

Kera Quinn lived continuously with Jamie Smith in a Minneapolis apartment owned by LMC. It was Quinn's sole residence for more than two years. She used the building's facilities, e.g., the meeting room, received mail and visitors there, used the apartment's key fob (which she and Smith shared), walked by the concierge daily, and otherwise interacted with the building's staff. There was no proof that Quinn was a subtenant of Smith.

Quinn was not on the lease with LMC; only Smith was. Smith's lease ran from October 8, 2020 to April 7, 2021. Smith gave proper notice to terminate the lease effective April 7 and Smith moved out by April 7. Smith lease prohibited allowing others to occupy her apartment or stay in the apartment for more than 14 consecutive days or any 28 days in a month without LMC's written consent. The lease also prohibit Smith from subletting, assignment, or granting a right or license to occupy the apartment except with LMC's written consent. Smith did not get such consent.

On April 8, 2021 -- the day after Smith left for good and the day after the end of Smith's lease -- LMC changed the apartment locks, effectively locking out Quinn. The locks were operated by a key fob, so changing the locks involved a computer rather than traditional locksmith work.

2. Ruling in *Quinn v. LMC*

The trial court found that Quinn was an "other regular occupant" based on the totality of the facts (outlined above) and therefore eligible to file her lockout petition under Minn. Stat. § 504B.375. It ordered LMC to restore Quinn to possession by reactivating the key fob.

LMC appealed this ruling claiming Quinn was a trespasser and not a "residential tenant." LMC's main argument was that Quinn was not a "regular" occupant because Smith's lease disallowed Quinn or anybody other than Smith to occupy the apartment without LMC's permission and no such permission had been given; therefore, Quinn was "irregular."

Public Policy and Practice, *Quadriga*, available at <https://mitchellhamline.edu/law-journal/2023/12/28/commentary-on-quinn-v-lmc/>

The Court of Appeals affirmed the trial court and its use of totality of the facts to decide that Ms. Quinn was an “other regular occupant.” Analogizing to the reasoning in a case about whether a woman was a hotel transient guest or a boarder, [*Asseltyne v. Fay Hotel*, 222 Minn. 91, 23 N.W.2d 357 \(1946\)](#), the *Quinn* court identified several material factors to decide if someone is an “other regular occupant.” These included “but are not limited to [1] the duration, continuity, and nature of the occupancy, [2] the existence and terms of a lease or any other agreements related to the occupancy, and [3] whether the landlord knew of or reasonably should have known of the person's occupancy.” [*Quinn*, 972 N.W.2d at 888](#).

C. *Traore v. Sissoho and Terra Pointe Apartments*

The third case is the main subject of this essay, case, [*Issiaka Traore v. Essa Sissoho, Terra Pointe Apartments et al*, Minn. App. File No. A24-1204 \(Mar. 3, 2025\)\(nonprecedential\), rev. den., \(Minn. May 28, 2025\)](#). Traore alleged he was an “other regular occupant” but the court ruled he was not an “other regular occupant”. The *Traore* case is discussed below.

III. TRAORE NAMED TWO DEFENDANTS WHO WERE AWARE OF DIFFERENT FACTS.

Unlike in *Quinn v. LMC*, Traore sued both the renter of the unit, Mr. Sissoho, and the landlord which rented to Sissoho, Terra Pointe Apartments.⁵ This turned out to create a sort of Rashomon situation⁶. As discussed below, at the time the lockdown occurred, the facts known to Sissoho and to Terra Pointe were quite different.

⁵ Traore actually named four defendants -- Sissoho, Terra Pointe Apartments, Foxcroft Apartments LLC and Bader Management, Inc. However, the last three are essentially the same thing. Terra Pointe Apartments is an assumed name for Foxcroft Apartments LLP, the owner of the complex. Bader Management was Foxcroft's management company. Foxcroft Apartments LLP and Bader shared the same office in Saint Louis Park, MN. Presumably, Traore mistyped “Foxcroft Apartments LLP” as “Foxcroft Apartments LLC”. These facts were gleaned from the Minnesota Secretary of State's website, the Ramsey County Property Tax website, and Bader's own website.

⁶ In Rashomon, a rape and murder are perceived quite differently by four different characters. This famous movie's plot is summarized [here](#).

A. Facts known to Terra Pointe when the lockout occurred

These facts are gleaned from the appellate decision, the district court's order ("DCO")⁷, and the trial transcript ("T")⁸. The trial-transcript facts discussed seem uncontradicted and are consistent with the district court's findings.

Sissoho had lived in his apartment under a series of one-year leases with Terra Pointe as the landlord on his lease.⁹ The lease prohibited subleasing without approval of Terra Pointe and also prohibited another person from living in or regularly staying in or occupying the apartment on a regular basis without Terra Pointe's advance written. Sissoho never got approval to add Traore as another occupant.

On May 30, 2024, Sissoho came to the Terra Pointe office, said he had an unwanted guest who would not leave, and asked to have his apartment locks changed.¹⁰ This was the first time Terra Pointe knew of Traore, the unwanted "guest."¹¹

As in *Quinn*, Terra Pointe used electronic key fobs. Terra Pointe had issued a second fob to Sissoho to give to a prior roommate, who had approval from the apartment complex to live with Sissoho. That fob was never returned when that roommate moved out.¹² Based on Sissoho's request, Terra Pointe changed the lock

⁷ Available via [MNCIS](https://mncis.com) or at <https://birnberglegalwebsite.wordpress.com/wp-content/uploads/2025/08/traore-district-court-order.pdf>

⁸ Available via [MNCIS](https://mncis.com) or at <https://birnberglegalwebsite.wordpress.com/wp-content/uploads/2025/08/traore-trial-transcript.pdf>

⁹ T. at 86-87. Sissoho's lease was an exhibit. Exhibits are theoretically public record. However, exhibits can only be obtained via the judge's chambers and I did not do that. The facts in the rest of this paragraph are found in DCO at 5, ¶¶e-g.

¹⁰ DCO at 4, ¶¶u-v.

¹¹ DCO at 5, ¶¶hh.

¹² DCO at 5, ¶¶ii.

and deactivated the extra key fob, the fob that Traore had been using. This locked out Traore.¹³

B. Facts known to Sissoho when the lockout occurred

Contrary to what Sissoho told Terra Pointe on May 30, 2024, Traore had been living in Sissoho's apartment for five months.¹⁴ He was not a short-term guest but a paying customer. Traore and Sissoho called the payments "rent".¹⁵ The exact amount fluctuated but seemed to be based on Sissoho and his roommates splitting the rent Sissoho owed to Terra Pointe (Traore was not Sissoho's only roommate).¹⁶ Traore was probably assigned a specific space – a bedroom area and common use of the rest of the apartment-- but the record is not clear about exactly what occupancy rights he purchased. Nevertheless, he and Sissoho definitely had a money-for-occupancy agreement.

In late May 2024, Traore and Sissoho had an argument about Traore's exact share of the rent and Traore refused to pay the amount demanded. Sissoho ordered Traore to move out within a day. Traore did not. As discussed above, Sissoho went to Terra Pointe's office and had the locks changed. Sissoho then smiled, laughed at Traore and told Traore what he'd done at the office.¹⁷

IV. HOWEVER, TRAORE ONLY PROSECUTED HIS CASE AGAINST TERRA POINTE.

Although Traore's petition named both Sissoho and Terra Pointe as defendants¹⁸, the case was litigated entirely as if Terra Pointe was the only defendant. Each step of the litigation is discussed below.

¹³ DCO at 4, ¶¶u-v.

¹⁴ DCO at 5, ¶c.

¹⁵ T. at 41-43.

¹⁶ DCO at 3, ¶¶l-p.

¹⁷ T. at 47.

¹⁸ Even Traore's petition concentrated on Terra Pointe and not Sissoho. The factual allegations, located in paragraph 7, repeatedly referred to "Defendants" in context meaning Terra Pointe,

A. Trial transcript

The closing arguments by both Terra Pointe’s attorney and by Traore dealt with Traore as an “other regular occupant” under *Quinn* in regard to Terra Pointe.¹⁹

B. District Court’s order

The district court’s Conclusions of Law²⁰ were mostly related to how Terra Pointe viewed Traore. The court concluded that Terra Pointe had no knowledge of Traore’s occupancy until after the lockout; that the lease between Terra Pointe and Sissoho forbid Traore’s occupancy; and that Traore’s occupancy was intended to be “temporary” and lasted only five months. It compared these facts to those in *Quinn*, where LMC knew of Ms. Quinn’s occupancy, which was also about two years long. Based on this, the district court concluded Traore was not an “other regular occupant” per *Quinn* and dismissed his lawsuit.

C. Appellate proceedings

1. Briefs to the Court of Appeals²¹

Traore’s brief to the court of appeals hardly mentioned Sissoho. Indeed, his brief referred to Terra Pointe as “Landlord” and argued that said “Landlord”, and thus the court, should have treated him as an “other regular occupant.”

The Respondent’s court of appeals’ brief was submitted only on behalf of “Terra Pointe Apartments, Foxcroft Apartments, Bader Management, Inc.” It argued the same points as in the district court’s conclusions of law – the short duration of Traore’s occupancy, the no-other-occupant clause in the lease between Sissoho and Terra Pointe, Terra Pointe’s ignorance of Traore’s existence until the day of the

Foxcraft & Bader rather than Sissoho, and all the allegations of wrongful acts referred to Terra Pointe rather than Sissoho. The petition is available via [MNCIS](#) or at <https://birnberglegalwebsite.wordpress.com/wp-content/uploads/2025/08/traore-lockout-petition.pdf>

¹⁹ T. at 99-101.

²⁰ DCO at 5-7.

²¹ The briefs are available at <https://mn.gov/law-library/search/?v%3Asources=mn-law-library-briefs&query=Traore+&citation=&qt=Traore&v=&p=#>

lockout, and that Traore neither paid Terra Pointe any money nor applied to Terra Pointe to live in the apartment.

2. Court of Appeals' decision

The court of appeals' decision essentially followed and affirmed the district court's reasoning. Specifically, it affirmed the above three major facts – [i] the five-month duration of Traore's occupancy with fluctuating payments; [ii] the no-other-occupant clause in the lease between Sissoho and Terra Pointe; and [iii] Terra Pointe's ignorance of Traore's existence until the day of the lockout.

3. Petition for Review to the Supreme Court²²

Traore's Petition for Further Review, which was subsequently denied, argued that he was an "other regular occupant" as well as some other issues. As to the other-regular-occupant issue, as in the other courts, he aimed his arguments against Terra Pointe and not Sissoho, even using "Respondent" (singular) to refer to Terra Pointe.

V. SISOHO WOULD HAVE BEEN AN APPROPRIATE DEFENDANT.

A. Traore was either a sublessee of Sissoho or a licensee of Sissoho. In either case, he was an appropriate defendant.

1. Traore might have been Sissoho's tenant (sublessee)

Traore might have met the first half of the definition of "residential tenant" in Minn. Stat. §504B.001, to wit, "a person who is occupying a dwelling in a residential building under a lease ... whether oral or written, that requires the payment of money". His "landlord" would have been Sissoho. Minn. Stat. §504B.001, subd. 7 ("Landlord" includes a "lessee ... or other person directly or indirectly in control of rental property.")

Was Traore's agreement with Sissoho a "lease"? Minn. Stat. §504B.001, subd. 8 defines "lease" as follows: "'Lease' means an oral or written agreement creating a tenancy in real property." Unfortunately, except for making clear that a lease can

²² Available via [MNCIS](https://mncis.org) or at <https://birnberglegalwebsite.wordpress.com/wp-content/uploads/2025/08/traore-petition-for-further-review.pdf>

be oral or written, this definition is circular. The best definition of “lease” is in [Minn. Sands, LLC v. County of Winona, 940 N.W.2d 183 \(Minn. 2020\)](#). The *Minn. Sands* court stated “the essential terms of a lease [are]: they identify the parties, define the premises and durational term, and the consideration to be paid to the landlord”. *Id.* at 202.

The Traore-Sissoho oral agreement obviously stated the parties.

The durational term was month-to-month since Traore was supposed to chip in his share when Terra Pointe’s monthly rent invoice was sent to Sissoho.²³

Their agreement might have defined the premises. In addition to the issue of rent payment, a “tenant under a lease is one who has been given a possession of land which is exclusive even of the landlord except as the lease permits his entry”.

[Seabloom v. Krier, 219 Minn. 362,367, 18 N.W.2d 88,91 \(1945\) \(citations omitted\)](#). Since Traore didn’t pursue Sissoho as a defendant, he didn’t press this issue. It’s possible that their oral agreement included Traore’s having a sole occupancy of a bedroom or bedding area as well as use of common areas or that the agreement gave him a one-quarter undivided interest in the entire apartment.

It’s somewhat less clear if the consideration Traore owed Sissoho was defined. He clearly owed something. Traore’s trial testimony hinted that he owed his share of total expenses – rent to Terra Pointe, food, and utilities.²⁴ If so, that would have been a defined number.

²³ A lease without a definite end date is a tenancy at will. Minn. Stat. §504B.001, subdivision 13. If consideration is due monthly, the tenancy becomes a month-to-month tenancy with proper notice being a full month. [Cuate v. Cuate-Dominguez, 12 N.W.3d 742,744 \(Minn. App. 2024\)](#)(since consideration was paying the monthly mortgage invoice, tenancy was month-to-month). Even if Traore’s agreement was just to pay Sissoho at uneven intervals, his agreement was still a tenancy at will, albeit subject to three-month notice. Minn. Stat. §504B.135. Either way, his agreement/lease had a duration. No one would argue that a landlord may lock out a tenant at will. *E.g., see* [Cocchiarella v. Driggs, 884 N.W.2d 621 \(Minn. 2016\)](#)(applying section 504B.375 to an agreement that had no definite end date); the underlying Court of Appeals decision makes clear that the lease had no end date and was formed by the tenant paying first-month rent plus a deposit, [Cocchiarella v. Driggs, 870 N.W.2d 103,104 \(Minn. App. 2015\)](#). *Accord, Denzer v. Dolan, Minn. App. File No. A18-0645 (Nov. 26, 2018)(nonprecedential, applying section 504B.375 to a “month to month” lease).*

²⁴ T. at 39-40.

Thus, Traore might have been Sissoho's sublessee -- a tenant – making him a proper plaintiff in a lawsuit against Sissoho under Minn. Stat. §504B.375.

2. Otherwise, Traore was Sissoho's licensee and thus an "other regular occupant".

As discussed at length in the legislative-history part of [my prior blog](#), the inclusion of "other regular occupants" as protected parties under Minn. Stat. §504B.375 was intended to include licensees.²⁵ A licensee is someone who is neither a tenant of a landlord nor has title to the occupied area but does have permission to use the area. *Lee v. Regents of the University of Minnesota*, 672 N.W.2d 366 (Minn. App. 2003). A licensee has a status between a tenant and a mere social guest. *Id.* at 374 ("a 'guest' is a person who is entertained or to whom hospitality is extended"). Like Jong Lee in *Lee v. Regents*, who occupied her lab for months, Traore was a long-term occupant of the apartment. He wasn't a guest and Sissoho wasn't his host; among other things, hosts don't charge their guests rent nor invite them over for months at a time.²⁶

B. If he was not a tenant, Traore was an "other regular occupant" under the Quinn/Asseltyne rule

Put aside the legislative-history-based analysis from [my prior blog](#). Assuming Traore was not Sissoho's tenant, was Traore an "other regular occupant" under *Quinn* from the perspective of Sissoho?

As stated above, the *Quinn* court identified at least three factors that determine if a person is an "other regular occupant": [1] the duration, continuity, and nature of the occupancy; [2] the existence and terms of a lease or any other agreements related to the occupancy; and [3] whether the landlord knew of or reasonably should have known of the person's occupancy.

²⁵ "In summary, 'other regular occupants' includes persons in the unit with the permission of the main tenant, like licensees (but not short-term guests, who would not be regular occupants)". [Prior blog](#) at 8, [Mitchell Hamline Commentary](#) at IV.A.ii.

²⁶ Moreover, as stated in *Lee v. Regents*, a licensee with property in the unit is due reasonable notice. Sissoho gave Traore virtually no notice (get out now or maybe tomorrow). Even if Minn. Stat. §504B.375 did not exist, Traore's ouster on very short notice was illegal.

Consider these in reverse order.

Between Traore and Sissoho, Sissoho was the “landlord” as defined in Minn. Stat. §504B.001, subd. 7. Obviously, Sissoho knew of Traore’s occupancy.

The oral agreement between Traore and Sissoho not only existed but called for the very occupancy by Traore at issue. The “landlord” in this situation, Sissoho, obviously had no objection to Traore’s occupancy. Perhaps Terra Pointe objected to this oral agreement, but Sissoho agreed to it.

Traore’s occupancy lasted for five months until Sissoho cut it short. The district court made a big deal of the fact that this five-month period was shorter than Ms. Quinn’s two-year occupancy in *Quinn v. LMC*. I think this reasoning was poor. The *Quinn* court did not state a two-year rule. Instead, it said the duration of occupancy was important and drew this conclusion from the *Asseltyne* case. In *Asseltyne*, Mary Asseltyne occupied her unit from sometime in September 1942 to March 27, 1943 (when the hotel was destroyed by fire), a period of about six months. That’s not much longer than Traore’s occupancy. Moreover, Traore’s five months was almost half the length of Sissoho’s lease and probably as long as many of the leases in Saint Paul.

In summary, two of the three *Quinn/Asseltyne* factors favor Traore being an “other regular occupant” in regard to Sissoho. The third factor is probably neutral.

VI. SUING ONLY SISSOHO WOULD HAVE BEEN A BETTER STRATEGY.

Whether Traore had a good case with Terra Pointe as his only opponent is something I leave for another day. For five reasons, what does seem clear is that his best strategy would have been to sue Sissoho and not Terra Pointe:

[1] Sissoho was a much less sympathetic defendant than Terra Pointe. Compare the facts of this case to a typical lockout where the owner hires a locksmith to change the locks and thereby ousts his tenant. Literally, the owner did not lock out the tenant; the locksmith did. However, the tenant will sue the owner for the lockout and not the locksmith.²⁷ Here, Sissoho did not literally lock out Traore but that was

²⁷ Perhaps the tenant would add the locksmith as a defendant and try show that the locksmith was a “landlord” by virtue of being “in control of rental property”. If the locksmith was sort of co-

only because the key-fob system gave Terra Pointe, and only Terra Pointe, the ability to change locks. As he told Traore to his face, Sissoho induced Terra Pointe to change the locks. Sissoho used deceit (claiming Traore was just a guest) rather than money to accomplish this, but that is a distinction without a difference. Although Terra Pointe was more than a locksmith and the situation somewhat complicated, Terra Pointe was in a sense “just” a locksmith.

[2] As discussed at length in Parts IV and V above, the legal case against Sissoho was stronger than against Terra Pointe.

[3] Even litigating his claim against both Sissoho and Terra Pointe would have muddied the waters of his claim against Sissoho.

[4] Suing Terra Pointe rather than Sissoho brought Terra Pointe’s quality attorneys into the case. If Sissoho were the only defendant, those attorneys probably would not have been involved. Granted, this is a small point since Sissoho might have retained his own quality attorneys.

[5] Given the circumstances of the original lockout – Terra Pointe’s staff might have been trigger happy in changing the key fob codes but they did so with the belief that Traore was just a guest – a damage claim under Minn. Stat. § 504B.231 (providing treble damages for a lockout done in bad faith) would have been a weak claim against Terra Pointe. In contrast, Sissoho’s actions seem like the bad faith.

The only obvious advantage of suing Terra Pointe was that Terra Pointe had deep pockets and Sissoho was likely judgment proof. However, in a section-504B.375 lawsuit the only money at stake is costs, disbursements, and attorney fees.

VII. PRACTICE POINTERS

For a property manager, one lesson from this case is that just because Tenant X says “Y is a guest who won’t leave” doesn’t mean Y is a guest. Y might be an “other regular occupant”. Changing the locks on Y might be a quick solution to getting rid of Y. Alternatively, changing the locks on Y might result in extended and costly litigation, and, depending on the case, even losing the case. At least a little bit of fact gathering and discussion with Y before acting seems a better thing

conspirator this claim might advance. Regardless, suing the owner would not be the same uphill battle as suing the locksmith.

to do before changing locks. If there is concern that Y might harm X, calling the police seems wise.

As this entire blog discusses, for a secondary occupant (sublessee, “other regular occupant”, or the like), suing the main tenant and not the owner/management company should be considered. For an attorney, this would involve thought and not emotion. For a pro-se victim of a lockout, emotion gets involved, making it harder to follow this advice; nevertheless, it does seem like good advice.

VIII. THE COURT-SUPPLIED FORM MAKES IT DIFFICULT FOR A PERSON IN TRAORE’S SITUATION TO NAME ONLY THE MAIN TENANT AS DEFENDANT.

[Minn. Stat. § 504B.375](#) does not require the plaintiff’s petition to name the “owner”. It requires the plaintiff to name “the landlord”. As discussed at length above, “landlord” has a technical meaning that can denote the main tenant (e.g. Sissoho) instead of the owner. Indeed, since Minn. Stat. § 504B.375(b)(1) uses the phrase “the landlord”, clearly a person in Traore’s situation could chose to name just one defendant (Sissoho).

Despite this rule, the pro-se form issued by the Minnesota Judicial Branch, HOU702²⁸, asks the person filling out the form to name “the owner(s)” rather than “the landlord”. HOU702, ¶2. Then, in ¶3 it asks the person filling out the form to name “the manager(s) of the property.”

HOU702 makes sense in the vast majority of lockouts but it misleads the user in Traore’s situation. I would change the form. I would change the opening sentence in ¶2 from

2. The name, address, and phone number for the owners(s) of the property are [listed below]: [emphasis added]

to

2. The name, address, and phone number for the landlord(s) of the property are listed below. "Landlord" means the owner of the property or

²⁸ Available at <https://mncourts.gov/getforms/housing-landlord-tenant/form-hou702-petition-for-possession-of-rental-property-after-unlawful-lockout> and copied [here](#).

other person or entity in control of the property. List the “landlord(s)” who caused the lockout and whom you want to sue. [emphasis added]

I would change the opening sentence in ¶3 from

The name, address, and phone number for the managers(s) of the property (if different from the owner) are: [emphasis added]

to

The name, address, and phone number for the managers(s) of the property (if different from the landlord(s) listed above) are: [emphasis added]

There may be more elegant solutions.

While a change like the one I suggest makes HOU702 a bit wordier, and while Traore-vs-Sissoho situations comprise a minority of lockouts, given the huge number of Traore/Sissoho arrangements the raw number of such lockouts is not tiny.²⁹ Moreover, the current form use of the lawperson’s word “owner” implies that the defendant must own the property. Traore-vs-Sissoho situations aside, there are many lockouts where the ouster is not by an owner but by another common form of landlord – e.g., a vendee under a contract for deed, a commercial tenant, a trustee, the president of an S Corporation which owns the property, a receiver.

²⁹ Data from the 2019 census indicates there were about 703,681 dwelling leases in Minnesota. These certainly include tens of thousands of informal roommate situations, some of which involve a renter locking out her roommate