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**STATE OF MINNESOTA
IN COURT OF APPEALS
A09-0004**

Frank Wethern, et al.,
Respondents,

vs.

Christopher Allard,
Appellant.

**Filed September 29, 2009
Affirmed
Shumaker, Judge**

Ramsey County District Court
File No. 62-CV-07-2000

David E. Essling, Essling, Ltd., 1217 West Seventh Street, St. Paul, MN 55102 (for respondents)

Christopher Allard, 108 Lyon Street, St. Paul, MN 55106 (pro se appellant)

Considered and decided by Lansing, Presiding Judge; Shumaker, Judge; and Hudson, Judge.

UNPUBLISHED OPINION

SHUMAKER, Judge

In this action for the recovery of rent and other damages, appellant renter argues that the district court made clearly erroneous findings of fact after a bench trial and was biased against him. We affirm.

FACTS

Respondents Frank and Lois Wethern leased their home in Maplewood to Dr. Thomas Bieter and appellant Christopher Allard under an oral agreement by which each tenant would pay as rent one-half the mortgage payments and utilities charges.

Allard made all his rent payments from the inception of the lease in 2002 through June 2004. His payments then became sporadic, and by May 2006 his past-due rent totaled \$13,961.74.

The Wetherns sued Allard for the past-due rent and for the cost of repairs to a damaged door and damaged carpeting.

In a bench trial, Allard admitted that he had not made all his rent payments but he testified that the Wetherns asked him to stay on the premises without rent so that he could take care of Dr. Bieter, whose medical license had been suspended, and then write a letter supporting the reinstatement of the license. He also denied that he damaged the premises.

The Wetherns testified that they allowed Allard to remain in the house because he was out of work and because he promised to pay the rent when he was able. They, and Dr. Bieter, disputed Allard's contention that he was permitted to remain rent free if he took care of Dr. Bieter.

In its findings of fact, the district court stated: "The court finds the testimony of the [Wetherns] to be more credible regarding the issue of the unpaid rent." The court then found that the Wetherns had failed to prove their claim that Allard was liable for damages to a bathroom door and to the carpeting.

Allard contends on appeal that the district court's findings on the rent claim are against the weight of the evidence and "are biased towards the [Wetherns] and omit evidence that favors [Allard]."

D E C I S I O N

Contending that the evidence does not support the district court's conclusion that he is liable for unpaid rent, Allard argues that Frank Wethern's testimony was unreliable because he admitted that it was possible that he was mistaken in making entries in his records and that he did not know how the bathroom door got damaged; that the Wetherns offered "no corroboration regarding the rental agreement"; and that he produced evidence in partial corroboration of his version of the parties' understanding as to how the rent would be paid. He also contends that the district court's failure to mention the evidence of partial corroboration of his version of the agreement demonstrates the court's bias in favor of the Wetherns.

On the rent claim, the district court expressly found the testimony and evidence in support of the Wetherns' version more credible than that offered by Allard.

Findings of fact shall not be set aside unless clearly erroneous, and due regard shall be given to the district court to judge the credibility of witnesses. Minn. R. Civ. P. 52.01. In applying Minn. R. Civ. P. 52.01, "we view the record in the light most favorable to the judgment of the district court." *Rogers v. Moore*, 603 N.W.2d 650, 656 (Minn. 1999). And if "there is reasonable evidence to support the district court's findings, we will not disturb them." *Id.* "The district court has broad discretion in determining damages and will not be reversed except for a clear abuse of discretion."

West St. Paul Fed'n of Teachers v. Indep. Sch. Dist. No. 197, 713 N.W.2d 366, 378 (Minn. App. 2006).

The district court is in the best position to assess the credibility of testimony because it is able to evaluate directly the content of the testimony, the manner in which it is delivered, and the demeanor and sincerity of the witnesses through whom it is given. *See In re Welfare of A.D.*, 535 N.W.2d 643, 648 (Minn. 1995) (noting that the district court stands in a superior position to appellate courts in assessing credibility of witnesses). Thus, the court of appeals is required to give deference and due regard to the district court's credibility determinations. *Novack v. Nw. Airlines, Inc.*, 525 N.W.2d 592, 598 (Minn. App. 1995). When testimony is in conflict, as it was here, the district court must resolve the conflict and determine the weight and credit to give to the testimony. *Burman v. Burman*, 230 Minn. 75, 80, 40 N.W.2d 902, 905 (1950). It is improper for an appellate court to reweigh the evidence or to make its own reassessment of the credibility of the witnesses. *Cohen v. Steinke*, 223 Minn. 292, 296, 26 N.W.2d 843, 846 (1947).

Finally, we are aware of no rule—and Allard has cited none—that a party's evidence must be conclusive, absolutely certain, or corroborated before the district court may accept it as credible.

Applying these rules and principles here, we are unable to locate any clear error in the findings or any basis for concluding that the Wetherns' testimony clearly lacked credibility. On the contrary, the Wetherns' version of the rental agreement, if believed, fully supports the conclusion that Allard owes rent in the amount that the district court found.

We also find Allard's claim of judicial bias to be without merit. Mere "adverse rulings are not a basis for imputing bias to a judge." *Ag Servs. of Am., Inc. v. Schroeder*, 693 N.W.2d 227, 236-37 (Minn. App. 2005). In every dispute that comes to trial, a judge or a jury must decide the matter in favor of one party or another. As long as there is evidence to support that decision, no impropriety may be imputed to the decision-maker.

In this trial, the Wetherns presented evidence to support their claim. The district court accepted that evidence as credible and reasonable. Attesting to the court's fairness is its refusal to award damages on the claim regarding the door and the carpet, a matter the court decided in Allard's favor because the Wetherns' evidence was mostly speculative.

As to Allard's contention that the district court did not even mention his partially corroborative evidence, we note two things. First, the testimony of Ursula Schorn that Allard was supposed to write or speak on Dr. Bieter's behalf was diminished in credibility by Dr. Bieter's testimony that Allard had already written such a letter prior to the rent dispute. Secondly, Schorn's testimony does not serve to corroborate any rental agreement that Allard might have had with the Wetherns since it shows, at best, that Allard and Dr. Bieter had some type of agreement that culminated in Allard's letter in support of Dr. Bieter. Finally, in finding facts after a bench trial, the court is not required to detail all the facts adduced or to include facts contrary to the ultimate determination but rather must reveal only those facts that explain the basis for the decision. *Peterson v. Johnston*, 254 N.W.2d 360, 362 (Minn. 1977). The district court did so here.

Affirmed.