

NBS Consulting, Inc. dba on Point
Management and Whitney Racine

DEFENDANTS.

-VS-

CASE NO. 51-2020-CV-01007

Peirce Harris aka Pierce Harris

PLAINTIFF.

APPELLANT'S BRIEF & APPENDIX

[1] The Plaintiff, Pierce Harris, alleges as follows:

[2] Defendant, On Point Management, is the lawful management and landlord of the following Property:

5110 HWY 2 East, LOT C20 Minot, ND, 58701

[3] Defendant, Whitney Racine, was a lawful tenant of the subject property.

[4] The eviction was allegedly under N.D.C.C. Section 47-32-01 (1)(2) and (3).

APPELLENT'S BRIEF

[5] Under N.D.C.C. Section 47-32-01 (1)(2) and (3) states the following:

1. A party, by force, intimidation, fraud, or stealth, has entered upon the prior actual possession of real property of another and detains the same.

2. a party. After peaceably entering upon real property, turns out by force, threats, or menacing conduct the party in possession.

3. a party, by force or by menaces and threats of violence, unlawfully holds and keeps the possession of any real property, whether the possession was acquired peaceably or otherwise.

None of which qualifies to the eviction of the plaintiff Mr. Harris in this case.

[6] The Plaintiff, Pierce Harris was not wrongfully in possession of the above-described property, nor did the Defendant's request that the Plaintiff remove himself from the property, nor properly gave

the plaintiff a 3 day notice of Intention to evict, nor was there any service given to the plaintiff in this matter.

[7] The Defendant's were not entitled to a judgment of eviction and to exclusively possess the property. Since the Plaintiff, Pierce Harris, was a lawful tenant at the property. The Defendant, Whitney Racine knew that the Plaintiff Mr. Harris was a lawful tenant at the property as well as the leasing Manager Jenny Jeffery's

[8] Property manager jenny Jeffery's directed Defendant, Whitney Racine to sign fraudulent paperwork such as a new Residential Leasing agreement on 07/23/2020, as well as an leasing termination, and 30 Day notice to move out thru fraudulent means in order to illegally evict the plaintiff, Pierce Harris and to harass him.

[9] The Defendant, on Point Management, property manager Jenny Jeffery's not only staged an constructive eviction by these fraudulent mean's she also gave attorney Dean Frantsvog fraudulent information to misrepresent the true fact's.

[10] Rent was paid up thru the month of August, but as stated by On Point Management property manager Jenny Jeffery's, she submitted to the courts stating the rent was paid up until the end of July. In which case The Plaintiff still should have not evicted at that time.

[11]. The plaintiff was not able to submit proof or video footage to the courts due to the fact that he was not properly served about the eviction, in order to prevent the plaintiff from proving his case. Had the plaintiff been properly served he would have been able to provide proof during the hearing.

[12] During the testimony of the assistant property manager, he stated he does not deal with any leasing agreements at all nor has he been around any dealing involved with any leasing terms or agreements as well as he was not present for any leasing terms, signings, or anything or that nature. Therefore, he can't attest to if the leasing agreement that was sign to be a true copy or if the leasing agreement was theirs at all, which Judge lee should not have allowed to be submitted to the courts. In fact if Judge Lee would have looked at the leasing agreement he himself would have seen that the leasing agreement provided to the court from Dean Frantsvog was a Void Contact and seen the mistakes in the contact making it VOID. And holds no standing.

[13] The plaintiff Mr. Harris and Whitney Racine have been living together for over 4 years and at the above rental property for almost a year.

[14] The Defendant, Whitney Racine thought that Mr. Harris had cheated on her, this is not a reason to misuse the legal process to misguide the courts into an illegal eviction caused by leasing company On Point Management property manager Jenny Jeffery's.

[15] IN CONCLUSION I ASK THIS COURT TO OVERTURN THE EVICTION ON THE MATTER AND ON THE PLAINTIFF'S RECORD AND TO SEAL THE EVICTION OR REMOVE IT FROM HIS RECORD. I ALSO ASK THE HONORABLE COURT TO MAKE ON POINT MANAGEMENT TO PAY THE PLAINTIFF, PIERCE HARRIS \$9,180 FOR AN UNLAWFUL EVICTION THAT WAS CAUSED BY A CONSTRUCTIVE EVICTION BY ON POINT MANAGEMENT, RENT IS 765 TIMES 12 WHICH IS THE RENT THAT WAS PAID FOR A YEAR LEASE.

I declare, under penalty of perjury under the law of North Dakota, that the foregoing is true and correct

Signed on the 30th day of September 2020 at 1310 34th ave se apt 101 Minot, ND, 58701

P.Harris

A handwritten signature in black ink, appearing to be 'P. Harris', written over a grid of lines.