

**From:** [\\*CI-StPaul\\_RentAppeals](#)  
**To:** ["Jack Cann"](#)  
**Cc:** [Romero, Sonia \(CI-StPaul\)](#); [Malcolm P. Terry](#)  
**Subject:** RE: To Marcia Moermond re: Rayette appeal  
**Date:** Wednesday, November 9, 2022 9:54:00 AM

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Mr. Cann,

Thank you for your email. I will not be amending my recommendation to the City Council. Please copy me on the letter you are sending to the Council, so I may ensure it is properly attached to the record in front of them.

Best, Marcia Moermond

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**From:** Jack Cann <jcann@hjcmn.org>  
**Sent:** Tuesday, November 8, 2022 2:52 PM  
**To:** \*CI-StPaul\_RentAppeals <RentAppeals@ci.stpaul.mn.us>  
**Subject:** To Marcia Moermond re: Rayette appeal

Good afternoon Ms. Moermond. I hope that you will be willing to clarify one ambiguity in your recommendation to the City Council. You write: "ownership may separate the utility charges for billing purposes, but the sum total of the utility charges and rent increase in the proposed lease may not represent greater than an 8% increase over the current lease." In a September 27 letter, I took the following position: "The new lease treats the utility apportionment as a lump sum; it does not limit the apportionment to a 5% increase so the entire lease provision representing the apportionment violates the rent stabilization ordinance." This argument is based on an interpretation of the proposed lease which has been offered and accepted by Ms. Wilhight. It is a matter of contract law, and is only indirectly affected by the ordinance. Your findings did not address this argument, but the recommendation could be read as finding that the owner can, in fact, split up the proposed utility apportionment and impose a portion of the proposed new utility cost along with the agreed-to rent increase to a total of no more than 8%. Perhaps you could agree that as far as the ordinance goes, that might be permissible; but you have taken no position on whether it would be permitted as a matter of law, given the contents of the proposed lease and the status of the contractual relationship between Ms. Wilhight and her landlord? I will be putting the same question to the City Council in a letter later today. Please call me at 651 645 73788 if you would like to discuss this matter.