



August 17, 2023

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Via email to rentappeals@ci.stpaul.mn.us

Re: Ms. Mohamed's Tenancy Status – The Haven of Battle Creek RLH RSA 23-13

Dear Hearing Officer Moermond:

In last week's appeal hearing, Sumeya Mohamed's status as a tenant of The Haven of Battle Creek was incorrectly called into question by Marquette Management's Director of Asset Management Jason Wood. We write to confirm Ms. Mohamed's status as a tenant and her standing to bring this appeal.

The Rent Stabilization Ordinance permits a "landlord or **tenant**" to "appeal any department determination to the legislative hearing officer." Sec. 193A.07(a)(8). "Tenant" is defined as "[a] **person who is occupying a rental unit in a residential building under a rental agreement** that requires the payment of money or exchange of services, **as well as other regular occupants of that unit.**" Sec. 193A.03(ff). Ms. Mohamed submitted a declaration in her initial appeal papers averring that she is a tenant occupying Unit 313 at "The Haven of Battle Creek" and has "lived at Haven since 2015."

1. My name is Sumeya Mohamed. I am a tenant at The Haven of Battle Creek, 200 Winthrop Street South, Unit 313, St. Paul, Minnesota ("Haven"). I live in a three-bedroom apartment with my mother Rukia Bile, and my four siblings. We have lived at Haven since 2015.

As shown in Addendum 1 to this letter, Ms. Mohamed's name and signature appear on the prior landlord's lease, which was the same lease that was in effect when Marquette began to manage the property in May 2021. This was also the same lease that Marquette used to charge and collect rent until it insisted that Ms. Mohamed and her household sign a new one-year Marquette lease on or about May 1, 2022. While the name of Ms. Mohamed's mother—Rukia Bile—is the only one on the current version of that lease, Marquette has admitted that Ms. Mohamed is a Haven tenant. Indeed, over a year ago, Marquette Management attempted to dispute Ms. Mohamed's status as a tenant by relying on the same incorrect suggestion proffered by Mr. Wood at the hearing that Ms. Mohamed is not a tenant. However, Marquette admitted they were mistaken in the August 9, 2022 email attached as Addendum 2, in which Marquette's

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counsel acknowledged that Ms. Mohamed was a Haven tenant and “apologize[d] for the oversight.”

My client has review this matter. It appears that Sumeya Mohamed and other residents were on a prior lease with a different property owner/manager. The previous manager’s software only listed Rukia Bile as the tenant. That information was used to compile the current lease agreement which is attached. This could have been easily resolved by Rukia Bile informing the property manager that there was an error in the tenants listed in the lease agreement. They apologize for the oversight. However, they were correct in not providing lease information to people who are not on the lease. Property management will be working to resolve this matter and add the other residents. Your clients will need to sign an amendment. Attached is the current and prior lease agreements.

Thus, Marquette’s counsel has already confirmed Ms. Mohamed’s status as a tenant of Haven occupying Unit 313 under a residential lease.¹

In sum, it is undisputed that Ms. Mohamed is a tenant and regular occupant of unit 313. As such, she is authorized by Ordinance 193A to appeal DSI’s determination. Please do not hesitate to contact us if you have any additional questions.

Best regards,

s/James Poradek

James Poradek

Tenant Rights Attorney, Housing Justice Center

¹ It should also be noted that, despite having an entire year to resolve this matter, Marquette staff have yet to provide Ms. Mohamed’s household a lease amendment to formally add her to the lease agreement, as Marquette’s counsel indicated they would do in the email.

ADDENDUM 1

Association Standard Form
Residential Lease
Copyright ©2015
REVISED August 2015

RESIDENTIAL LEASE

THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS CERTIFIED THAT THIS LEASE COMPLIES WITH THE MINNESOTA PLAIN LANGUAGE CONTRACT ACT.

(Minnesota statutes, Sections 325G.29-325G.36). Certification of a contact by the Attorney General under the plain language contract act is not otherwise an approval of the contract's legality or legal effect.

RESIDENT* (list all persons, and their dates of birth, who will live in the apartment) Rukia Bite (1.1.83), Shukri Mohamed (12.4.99) & Sumeya Mohamed (11.21.00)
Sharmake Mohamed (10.20.03), Mohamed Hersi (2.7.15)
new boat Hersi (10-1-15)

MANAGEMENT: (enter company name if applicable) Phoenix Apartments 200 S Winthrop LLC, St Paul MN 55119

STREET ADDRESS OF PREMISES (Apartment) 200 S. Winthrop St.

APARTMENT NO. 313 DURATION OF LEASE (enter number of months or month-to-month) mom

STARTING DATE OF LEASE 7-1-19 DATE THIS LEASE ENDS (if appropriate) month-to-month

NOTICE PERIOD two full months, plus one day written notice

MONTHLY APARTMENT RENT \$1442 LATE RENT FEES 8%

OTHER MONTHLY RENT CHARGES (e.g. garage) \$105 garage

TOTAL MONTHLY RENT \$1547 SECURITY DEPOSIT 475 MOVE IN FEE na

UTILITIES INCLUDED IN RENT: Heat Water Other garbage, sewage, gas

UTILITIES PAID BY RESIDENT: Electricity Telephone Other Cable/Internet

(the following is required by Minnesota Statutes, Section 504B.181) Other The Premises were constructed prior to 1978
 See attached disclosure for information

Authorized Manager of Apartment: MAIN STREET COMPANIES LLC
Address: 4915 W 35th St, Suite 103, St Louis Park MN 55416

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is: MAIN STREET COMPANIES LLC

Address: 4915 W 35th St, Suite 103, St Louis Park MN 55416

*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include all genders.

Additional Agreements (if any). Attached are _____ Addenda which are made part of this Lease.

Management (acting as agent for owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.

MANAGEMENT
MAIN STREET COMPANIES LLC
Signature [Signature]
Date 7-10-19

RESIDENT
Signature [Signature]
Signature [Signature]
Signature Shukri Mohamed
Date 6-27-19

ADDENDUM 2

From: Bridget Brine <bridget@landlordresource.net>
Date: Tuesday, August 9, 2022 at 6:44 AM
To: James Poradek <jporadek@hjcmn.org>
Cc: 10801 - Sumeya Mohamed vs. G&I X Phoenix Apartments LLC <10801@projects.landlordresource.net>
Subject: Re: 10801 - Sumeya Mohamed vs. G&I X Phoenix Apartments LLC

James Poradek:

My client has review this matter. It appears that Sumeya Mohamed and other residents were on a prior lease with a different property owner/manager. The previous manager's software only listed Rukia Bile as the tenant. That information was used to compile the current lease agreement which is attached. This could have been easily resolved by Rukia Bile informing the property manager that there was an error in the tenants listed in the lease agreement. They apologize for the oversight. However, they were correct in not providing lease information to people who are not on the lease. Property management will be working to resolve this matter and add the other residents. Your clients will need to sign an amendment. Attached is the current and prior lease agreements.

The current lease contains the required lead paint disclosures. The property management does not have any lead paint or asbestos inspection reports. Maintenance Director indicates that they are not removing materials during the renovation. No walls are being removed and they are not removing over 6 square feet of drywall in any rehab units. Maintenance is covering any potential lead paint and not removing it during this process.

I am awaiting the license and certificate information from my client. I will forward this information shortly.

Bridget Brine

Managing Attorney



612-315-9212



bridget@landlordresource.net

Landlord Resource Network, LLC

225 S. 6th Street, Suite 3900, Minneapolis, MN 55402

Main: 612-315-3660; info@landlordresource.net



www.landlordresource.net

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