



# APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

Saint Paul City Council – Rent Stabilization  
310 City Hall, 15 W. Kellogg Blvd.  
Saint Paul, MN 55102  
651-266-8568

RECEIVED  
MAY 31 2023

CITY CLERK

**We need the following to process your appeal:**

- \$25 filing fee (non-refundable (payable to the City of Saint Paul
- Copy of the Department of Safety & Inspections Determination Letter
- Attachments you may wish to include
- This appeal form completed
- Walk-In     Email     US Mail

<b><u>HEARING DATE &amp; TIME</u></b> <i>(provided by Rent Stabilization Appeals Staff)</i>
<b>THURSDAY:</b> _____
<b>TIME:</b> _____
<b><u>LOCATION OF HEARING:</u></b> Room 330 Saint Paul City Hall 15 West Kellogg Blvd. Saint Paul, MN 55102

***Address Being Appealed:***

172 East 6th Street #1407  
Number & Street & Unit Number (if applicable)

Saint Paul, MN 55101  
City & State Zip Code

***Appellant:***

Stephanie Simmons  
Appellant Name  
612-224-0564  
Preferred Phone Number  
Signature & Today's Date

ssimmons@tbigos.com  
Email  
Alternate Phone Number  
Regional Manager for Owner- Bigos Management  
Is Appellant: Property Owner/ Manager OR Tenant ?

***Property Owner (if other than appellant):***

Bigos Management  
Property Owner Name  
Preferred Phone Number

Email  
Alternate Phone Number

***What Is Being Appealed and Why? Attachments Are Acceptable***

Resident was arrested after there was a search warrant served and conducted in his apt. Drugs were found as confirmed by authorities. The Property Manager attempted several times to meet with the resident to have him sign an agreement to mutually terminate his lease and move out asap. Manager saw him in person several times when he returned from jail and asked him to meet with her but he never did and then she sent a written notice to his apartment requesting a meeting however the resident did not respond. Due to the fact that drugs were found in his home, which is a lease violation we felt that filing for eviction for cause was the only way to get him to move out. We are appealing the denial of the JCV application because of the circumstances of drugs being found in the home, the resident was arrested, and our numerous attempts to mutually terminate the lease before we finally resorted to filing eviction for cause.

## ***Overview***

Rent Stabilization Appeal Hearings provide the forum for reviewing appeals of [Department of Safety & Inspections](#) (DSI) determinations on applications for an exception to the City's 3% rent increase cap. The hearing offers landlords, tenants, and other interested parties the opportunity to appeal and testify about the determination on these applications. The hearings are conducted by the Hearing Officer who makes a recommendation to the City Council. The Hearing Officer may recommend that the City Council reverse, approve, or approve in part, DSI's determination. Appellants not satisfied with the recommendation of the Hearing Officer also have the opportunity to be heard before the City Council if they wish to appeal further.

## ***Filing an Appeal for Rent Stabilization Determination***

Appeals ***must be filed no later than 45 days after the date of the determination*** of the Department of Safety & Inspection (DSI) on the application for an exception to the City's 3% rent increase cap.

Filing an appeal ***in person***: fill out the appeal form in our office at the City Hall/Courthouse 15 Kellogg Blvd. West, Room 310 Monday through Friday between 8 a.m. and 4:30 p.m.

To file an appeal ***via email***: download an appeal form below and email to [rentappeals@ci.stpaul.mn.us](mailto:rentappeals@ci.stpaul.mn.us), along with a copy of the order, and any evidence you would like the hearing officer to consider. You will need to mail the \$25.00 filing fee separately (Check should be made to: City of Saint Paul.) to:

Rent Stabilization Appeals  
310 City Hall 15 Kellogg Blvd. West  
Saint Paul, MN 55102

To file an appeal ***U.S. Mail***: download an appeal form below OR contact our office and we will mail a form. Complete it and send it to the above address with the filing fee.

## ***Scheduling Your Appeal Hearing***

The date and time of the hearing for those applications submitted in person will usually be set at that time. Mailed applications will be copied and returned to the appellant with the date and time clearly indicated on the form. Generally, appeal hearings are scheduled one to four weeks after the application is submitted. Hearings are scheduled during the ***mornings of the 2nd and 4th Thursdays of the month***.

## ***What to Expect at the Hearing***

For each appeal, City Staff will give a report and appellants will be given time to present information, testimony, or other documents. The Hearing Officer will consider these items to develop a recommendation for Council. The hearings are informal, but it is still expected that cell phones be turned off and both City staff and appellants will address one another respectfully. Please email [rentappeals@ci.stpaul.mn.us](mailto:rentappeals@ci.stpaul.mn.us) or call 651-266-8568 with questions about the application or appeal process.

**If you need an interpreter for your hearing, please call 651-266-8568 to arrange.**

April 5, 2023

Bigos Management  
172 East 6th Street,  
St. Paul, MN 55101

REQUEST FOR EXCEPTION TO 3% CAP - NOTICE OF APPLICATION DENIAL

RE: 172 East 6th Street, St. Paul, MN 55101 Apt. 1407

Dear Property Representative:

You applied for an exception to the 3% cap on rent increases per Chapter 193A of Saint Paul's Legislative Code. The request has been denied and you may not increase rent for the requested unit. The exception has been denied by the City for the following reasons:

1. In order to qualify for the partial vacancy decontrol under Saint Paul's Legislative Code §193A.05(b)(2)(c) Material non-compliance, the Tenant continues a material breach of the lease after receiving a written notice to cease from the Landlord.

You have the right to appeal this determination. Appeals must be in writing and delivered to the City Clerk no later than 21 calendar days from the date of this written notification. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102, Phone: 651-266-8568.

If you have any questions, please reach out to the Rent Stabilization Workgroup using the email address below.

Sincerely,

Rent Stabilization Workgroup  
Rent Stabilization | Saint Paul Minnesota (stpaul.gov)  
[Rent-Stabilization@ci.stpaul.mn.us](mailto:Rent-Stabilization@ci.stpaul.mn.us)  
651-266-8553

STATE OF MINNESOTA, COUNTY OF RAMSEY

DISTRICT COURT

### SEARCH WARRANT

TO: JEFFREY FISCHBACH, AGENT FISCHBACH AND ALL OTHER AGENTS / PEACE OFFICERS UNDER AGENT FISCHBACH'S DIRECTION INCLUDING SPECIAL AGENT DYLAN FLENNIKEN WITH THE MN BCA. PEACE OFFICERS OF THE STATE OF MINNESOTA.

WHEREAS, Jeffrey Fischbach has this day on oath made an application to this Court for a warrant to search the following described premises, and person(s) :

**Archibald Scott Briggs, Date of Birth 02/26/1993, and 172 6th St E Apt # 1407, Saint Paul, MN 55101 which is a multi floor apartment complex that sits on the corner of Jackson St and 6th St E in the City of Saint Paul. Apartment # 1407 is on the 14th floor and has a indicator of unit # 1407.**

located in city or township of Saint Paul, State of Minnesota for the following described property and thing(s):

- 1. Controlled substances as defined in Minnesota Statute 152, including but not limited to Fentanyl;**
- 2. Articles of paraphernalia used to consume or ingest controlled substances;**
- 3. Records, receipts, airline tickets, treasury notes, ledgers and other papers relating to the storage, transportation, ordering, purchases and distribution of controlled substances**
- 4. Address books, telephone books, calendars, notes, records; papers and other items tending to show the identity of co-conspirators, associates, drug customers, couriers and others involved in criminal activities**
- 5. Papers, documents, bills or other items which establish residency.**
- 6. Bank statements, canceled checks, receipts, deposit slips; insurance records, loan applications, money orders, letters of credit, cashier checks, passbooks, documents indicating the location of safe deposit boxes and other items evidencing the obtaining, expenditure, secreting, transfer and / or concealment of money and assets;**
- 7. Drug notes, ledger, and other documents that may indicate the sale of controlled substances and co-conspirators;**
- 8. United States currency that may be proceeds from the sales of controlled substances and other valuables, purchased with the proceeds of controlled substance transactions, which your Affiant has reason to believe, are subject to legal forfeiture;**

- 9. Items that may be associated with the distribution of controlled substances including but not limited to scales, packaging materials and cutting materials;**
- 10. Items used for the Manufacture of Methamphetamine including but not limited to Anhydrous Ammonia, Heet, Ephedrine pills, Psuedoephedrine tablets, coffee filters, lithium batteries, ammonium nitrate (instant cold compress packs), Sodium Hydroxide (Lye), Sulfuric Acid (liquid fire / liquid drain opener), Coleman Fuel / Ether, Acetone, plastic bottles, etc.**
- 11. Equipment that may be used to facilitate drug transactions, including but not limited to cellular phones, scanners, and electronic surveillance equipment;**
- 12. Weapons or items that may be used for personal security during transactions for controlled substances;**
- 13. Any magnetic, electronic or optical storage device capable of storing data, such as computer hard drives, floppy disks, hard disks, tapes, CD-ROMs, CD-Rs, DVDs DVD-RWs, optical disks, printer or memory buffers, smart cards, PC cards, memory calculator, electronic dialers, electronic notebooks, personal digital assistants, "zip" drive diskettes, flash drives, jump drives, i-Pods, other USB storage devices, answering machines, caller identification boxes;**
- 14. Authority to take photographs from interior of said premises to visually establish the presence of those items mentioned above and presence of similar items;**
- 15. Authority to answer incoming telephone calls to said premises and authority to answer the door to said premises to establish events tending to show possession of controlled substances;**

WHEREAS, the application of Jeffrey Fischbach was duly presented and read by the Court, and being fully advised in the premises.

NOW, THEREFORE, the Court finds that probable cause exists for the issuance of a search warrant upon the following ground(s):

- The property or things above-described constitutes evidence which tends to show a crime has been committed, or tends to show that a particular person has committed a crime.

The court further finds that probable cause exists to believe that the above-described property and thing(s) is or are at the above-described premises, and on the person of Archibald Scott Briggs, Date of Birth 02/26/1993.

NOW, THEREFORE, you Jeffrey Fischbach, Agent Fischbach and all other Agents / Peace Officers under Agent Fischbach's direction Including Special Agent Dylan Flenniken with the MN BCA. , peace officers of the State of Minnesota, and any other authorized person, are hereby commanded to enter and search between the hours of 7 a.m. and 8 p.m., to search the above-described premises, and person(s), for the described property and thing(s), and to seize and keep said property and thing(s) in custody until dealt with according to law, including authorization to have the seized property and thing(s) analyzed by a forensic laboratory.

BY THE COURT

ISSUED ON: 19 January, 2023

Judicial Officer: David C Brown

Judge of District Court  
Electronically Signed  
01/19/2023 9:00 AM

February 22, 2023

Archibald Briggs

172 East Sixth Street #1407

Dear Archibald,

I have been trying to reach you to discuss a mutual termination of your lease agreement, to avoid eviction action. It is important that you contact me as soon as possible to discuss this very important matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "S Colbeth".

Shauna Colbeth; Property Manager

Galtier Towers Apartments



2/22/2023

Archibald Briggs,  
172 East Sixth Street #1407

Dear Archibald Briggs,

The Management at Jackson Tower has chosen not to renew your current Lease between Archibald Briggs, residing at 172 East Sixth Street #1407, and Jackson Tower.

We'd also like to take this time to remind you of a few important items that you may want to take care of before you vacate:

1. Notices to show my/our apartment to prospective applicants will be sent electronically.
2. If I/we used the Resident Portal to pay rent online, I/we will need to enter a stop date or deactivate the payment setup as this does not automatically end.
3. I/We are responsible for utilities to the end of my/our lease and must cancel or transfer the utilities at the end of my/our lease term. I/We understand a fee of \$15, in addition to the actual utility expense will be charged each month the service is terminated prior to the lease end/responsibility date.
4. I/We understand it is important to provide my forwarding address to the Rental Office and the Post Office so my/our mail is properly forwarded after I/we have vacated.
5. If applicable, if I/We were required to pay a Last Month's Rent (LMR) Deposit and it is still on my/our account, I/We understand that if I/we want to use it on our last month, I/we must contact the Property Manager; otherwise, I/we understand it will be applied to our move out balance and, if applicable refunded with our security deposit.

You must also return all keys and property of the apartment community to the Property Manager, and vacate your apartment completely, no later than 12:00 Noon on April 23, 2023.

We have attached the standard cleaning list and charges along with a forwarding address form.

Please call us if we can be of any assistance.

Thank you.

Sincerely,

  
Shauna Colbeth  
Jackson Tower

cc: Resident(s) File







## NON-RENEWAL NOTICE TO VACATE

2/22/2023

Archibald Briggs,  
172 East Sixth Street #1407

Dear Archibald Briggs,

We hope your transition is smooth and we wish you well as you relocate. Please plan to turn in all keys for the community and the apartment listed above, no later than noon on April 13, 2023

1. Until your apartment is re-rented, we will be showing it to prospective residents. We will attempt to notify you the day before showing your apartment; however, that is not always possible. **Please note**, all Show Notifications (Show Notices) and other correspondences will be sent electronically.
2. It is very important that you keep your apartment clean and in good condition for possible showings. If we are unable to re-rent your apartment before your legal move-out date because it is in un-showable condition, you may be charged additional fees.
3. Failure to move out on or before the stated date and time will result in an extension fee of \$75.00 per hour.
4. All personal property from storage lockers, garage spaces, balconies and patios will need to be vacated by noon on the date stated above.
5. If you vacate your apartment early; please know that you are responsible for the utilities and electricity, as stated in your Lease, in your apartment until the end of your lease term. A fee of \$15, in addition to the actual utility expense will be charged each month the service is terminated prior to the lease end/responsibility date.

Thank you for your advance assistance and understanding. We wish you the best of luck in your new home.

Sincerely,

A handwritten signature in cursive script that reads 'Shauna Colbeth'.

Shauna Colbeth  
Jackson Tower

cc: Resident(s) File





## Preparing to Vacate

Please contact the Rental Office at to schedule a walk-through of your apartment. If you are vacating on the last day of the lease, the scheduled time must be **before noon** to avoid additional charges. You will be charged for maintenance hours, cleaning and trash removal needed to get your apartment in rent ready condition. During the walk through the condition and cleanliness of your apartment will be determined. A walk through usually requires less than one-half hour. In addition to determining the condition of the apartment, we will collect your keys and get your new address.

The following are suggestions to help you avoid deductions from your deposit.

**AIR CONDITIONER** – Filter, front and cover should be washed clean. Cover must be left in the apartment.

**BATHROOM (S)** – Tub, shower, sink, medicine cabinet, toilet and all tile must be cleaned. Clean and dry all fixtures. Remove any decals from tub, sink or mirror. Clean and polish mirror.

**CARPETS** – Must be vacuumed and edged thoroughly.

**CLOSETS** - Shelves and closet doors must be wiped clean. Door tracks also should be free of dirt.

**DISHWASHER** – Run through a full cycle while empty. Wipe clean inside and out. Clean rubber edges thoroughly.

**FLOORS** – Clean all flooring, including under the stove and refrigerator. If it is necessary for us to remove excess wax from any tile, linoleum or hard wood flooring, labor will be charged to you.

**GARAGE OR STALL** – Must be free of debris and swept.

**HEAT VENTS/RADIATORS** - Clean and wipe free of dust. Be sure the floor underneath is cleaned.

**KITCHEN CABINETS** – Clean the inside, outside and top of all cabinets. Remove all shelf paper.

**LIGHT FIXTURES** – Clean all light globes, covers, and fixtures. All burned out bulbs must be replaced. All switch plates and outlet covers must be washed.

**MICROWAVE** – Clean inside and out. Clean air filters located at the base of the microwave. Do not unplug any appliances.

**PATIO** - Must be free of debris and swept.

**REFRIGERATOR** – All inside shelving and compartments must be cleaned and intact. Clean the outside, underneath and behind the refrigerator. Defrost and leave the refrigerator on the lowest setting. Do not unplug any appliances.

**REFUSE** – All unwanted items should be bagged and put into the dumpster.

**SINKS** -Clean and polish all sinks and faucets.

**STOVE** – Clean the top, drip pans, underneath the drip pans, oven, broiler pan, racks and bottom drawer. Wipe hood and clean fan filter. Do not unplug any appliances.

**WALLS** – Remove any screws, nails and extra shelves.

**WINDOWS** – Clean the inside and outside of all windows. Tracks must be cleaned and free of debris. Patio doors and tracks must be cleaned.

cc: Resident(s) File





# FORWARDING ADDRESS FORM

2/22/2023

Archibald Briggs,  
172 East Sixth Street #1407

Dear Archibald Briggs,

Please complete and return to the rental office **before your move-out date**. This will expedite the delivery of your Damage Deposit Refund Letter and your Certificate of Rent Paid, for tax purposes. Thank you.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ Phone #1 \_\_\_\_\_

\_\_\_\_\_ Phone #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ Phone #1 \_\_\_\_\_

\_\_\_\_\_ Phone #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ Phone #1 \_\_\_\_\_

\_\_\_\_\_ Phone #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ Phone #1 \_\_\_\_\_

\_\_\_\_\_ Phone #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ Phone #1 \_\_\_\_\_

\_\_\_\_\_ Phone #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address \_\_\_\_\_ Phone #1 \_\_\_\_\_

\_\_\_\_\_ Phone #2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

cc: Resident(s) File





**Standard Security Deposit Charges**

Thank you for choosing a Bigos Management community and we wish you well as you relocate.

Please see charges below. If items are not repaired or cleaned prior to moving out, the following amounts will be deducted from your Security Deposit. This is not a complete list and you can be charged for additional items.

The charges stated below do not reflect the cost of labor. Labor is billed at \$35 per hour.

<b>Item</b>	<b>Item Charge</b>
Mini-Blinds	Starting at \$20.00
Vertical Blinds	Starting at \$30.00
Screen Repair	Starting at \$25.00
Screen Repair - Patio	Starting at \$45.00
Screen Replacement	Starting at \$40.00
Interior Apartment Doors	Starting at \$70.00
Closet Doors	Starting at \$225.00
Exterior/Fire Rated Doors	Starting at \$1,200.00
Scratched Doors	Starting at \$15.00
Windows	Actual Item Cost
Light Fixtures	Starting at \$40.00
Ceiling Fans	Starting at \$85.00
Cabinets	Actual Item Cost
Counter Tops	Actual Item Cost
Towel Bars	Starting at \$20.00
Toilet Paper Holders	Starting at \$15.00
Mirror	Actual Item Cost
Toilet	Starting at \$100.00
Trash Removal	\$35.00 per hour
Furniture Disposal	\$50.00 per item
<b>Cleaning Charges</b>	<b>The hourly cleaning rate in accordance to your Lease Agreement beyond a standard turn</b>
<b>Maintenance/Labor Charges</b>	<b>\$35 per hour</b>
Painting, cleaning and/or drywall repairs needed due to dirty walls, holes, paint color changes, paint finish changes wallpaper, etc. will be charged the contractors price plus 10% Administrative fee.	
Carpet Replacement	Invoice pricing based on 8 year wear factor
Carpet Cleaning	Charges may apply for stains beyond normal wear and tear
Vinyl	Invoice pricing based on 10 year wear factor + Minimum of 1 hour labor
Tile	Actual Item Cost + Minimum of 1 hour labor
Air Conditioner Cover	Starting at \$55.00
Light Bulbs	Starting at \$2.00 per bulb
<b>Stove Parts:</b>	
Small Drip Pan	\$8.00
Large Drip Pan	\$10.00
Broiler Pan	\$25.00
Small Burner Element	\$20.00
Large Burner Element	\$25.00
<b>Refrigerator Parts</b>	
Handle	Starting at \$35.00
Crisper Drawer	Starting at \$40.00
Crisper Cover	Starting at \$45.00
Rack	Starting at \$25.00
<b>Utilities</b>	
Early Termination of Utilities	\$15.00 and all utility charges per month

cc: Resident(s) File



STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
HOUSING COURT

St. Paul Housing Group, LLC  
8325 Wayzata Boulevard #200  
Minneapolis, Minnesota 55426

Plaintiff,

vs.

**EVICTION ACTION COMPLAINT**

Court File No. \_\_\_\_\_

Archibald Briggs; John Doe; Jane Doe  
172 E 6th Street  
#1407  
St. Paul, MN 55101

Defendant(s).

My true and correct name is Clarice Scarnecchia, I am the Attorney for the Plaintiff in the above-captioned proceeding, and I state under oath that the information contained in this Complaint is true and correct to the best of my knowledge:

1. **Property Information:**

- a. 172 E 6th Street  
#1407  
St. Paul, Minnesota 55101
- b. The lease includes a garage.

2. **About the Parties:**

- a. Plaintiff (Landlord): St. Paul Housing Group, LLC
- b. Defendant(s): Archibald Briggs 2/26/1993

3. **Lease Information:**

- a. Lease Start Date – October 1, 2022
- b. Lease End Date – Month-to-Month
- c. Monthly Obligation – \$1,642.00, due on the first day of the month.

4. **Statutory Compliance:** Plaintiff, having present right of possession of said property, has complied with Minn. Stat. § 504B.181: Disclosing to the Defendant(s) either in the rental agreement or otherwise in writing prior to beginning of the tenancy the name and address of the person authorized to manage the property, and a landlord or agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands, and the required information was posted in a conspicuous location, namely the building entrance/lobby.

5. **Reason for Eviction: Breach of Lease/Violation of 504B.171**

On January 19, 2023, police conducted a search warranted on Defendant(s)' unit and found a substance which tested positive for cocaine. Defendant(s) conduct is in violation of the Crime/Drug Free Housing Lease Addendum and Minnesota Statute section 504B.171 (Unlawfully Using or Possessing a Controlled Substance), allowing this eviction to be commenced pursuant to Minnesota Statute section 504B.285, subd. 1(a)(2).

6. Pursuant to Minnesota Statutes section 504B.345, subd. 1(a), Plaintiff seeks immediate judgment against the above Defendant(s) for restitution of said premises, and immediate writ of recovery of said premises, plus costs and disbursements herein.

**Verification and Affidavit of Non Military Status**

I, Clarice Scarnecchia, being sworn/affirmed, state that I am the Plaintiff's Attorney in this action, that I have read the complaint and that it is true to the best of my knowledge; that Defendant(s) is/are not now in the military service of the United States, to the best of my information and belief. I acknowledge that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minnesota Statutes § 549.211, Subd. (2), to the party against whom the allegations in these pleadings are asserted. I declare under penalty of perjury that everything I have stated in this document is true and correct. Minn. Stat. § 358.116.

**Landlord Resource Network, LLC**

Dated: March 12, 2023

/s/ Clarice Scarnecchia

Clarice Scarnecchia (#0399399)  
225 S. 6th Street, Suite 3900  
Minneapolis, MN 55402  
Phone: 612-314-3177  
clarice@landlordresource.net  
Attorney for Plaintiff

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT  
HOUSING COURT

St. Paul Housing Group, LLC  
8325 Wayzata Boulevard #200  
Minneapolis, Minnesota 55426

Plaintiff,

**AFFIDAVIT FOR EXPEDITED HEARING**

vs.

Archibald Briggs; John Doe; Jane Doe  
172 E 6th Street  
#1407  
St. Paul, MN 55101

Court File No. \_\_\_\_\_

Defendant(s).

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

I, Clarice Scarnecchia, Attorney for the Plaintiff, being duly sworn, state the following:

1. I am the Plaintiff's attorney in this Eviction action;
2. Submits this Affidavit to request an expedited Eviction hearing;
3. Have read and understands that the Court WILL impose a penalty of up to \$500 if the Court grants this request and later finds that this Affidavit was filed in bad faith or was an abuse of the expedited hearing process or that the person signing this Affidavit had no basis to believe that the facts claimed here are true;
4. STATES that the following SPECIFIC FACTS show that the Defendant(s) are causing a nuisance or acting illegally AND that the Defendant(s)'s actions are seriously endangering other tenants, their property, or the landlord's property (State here the facts, dates, and exactly what happened; you may attach documents):

**Breach of Lease/Violation of 504B.171**

On January 19, 2023, police conducted a search warranted on Defendant(s)' unit and found a substance which tested positive for cocaine. Defendant(s) conduct is in violation of the Crime/Drug Free Housing Lease Addendum and Minnesota Statute section 504B.171 (Unlawfully Using or Possessing a Controlled Substance), allowing this eviction to be commenced pursuant to Minnesota Statute section 504B.285, subd. 1(a)(2).

5. Plaintiff, or Plaintiff's agent, acknowledges that the Court may also award costs, disbursements, and reasonable attorney and witness fees to Defendant, if Plaintiff acts

in bad faith, asserts a claim that is frivolous and costly to Defendant(s), asserts an unfounded position solely to expedite the ordinary course of these proceedings or to harass Defendant(s), or commits a fraud upon the Court.

I declare under penalty of perjury that everything I have stated in this document is true and correct. Minn. Stat. § 358.116.

Dated: March 12, 2023

/s/ Clarice Scarnecchia

Clarice Scarnecchia (#0399399)  
225 S. 6th Street, Suite 3900  
Minneapolis, MN 55402  
Telephone: 612-314-3177  
clarice@landlordresource.net  
Attorney for Plaintiff



**LEASE AGREEMENT**  
Jackson Tower  
172 East Sixth Street  
St. Paul, MN 55101  
(651) 297-6738

IN CONSIDERATION of the agreements, terms and covenants herein, LANDLORD hereby leases to RESIDENT the apartment unit identified below for the term described herein:

**1. PARTIES, DWELLING UNIT, NOTICE PERIOD AND RENT AMOUNT:**

RESIDENT(S): Archibald Briggs  
OTHER RESIDENT(S):  
GUARANTOR(S):  
LANDLORD/MANAGEMENT: Bigos Management, Inc. 8325 Wayzata Blvd, Suite 200, Golden Valley, MN 55426

Management is authorized by the owner of the property to accept services of process and receive and give receipt of notices and demands.

STREET ADDRESS: 172 East Sixth Street #1407 St. Paul, MN 55101  
APARTMENT NUMBER: 1407J  
GARAGE NUMBER: g082\_jt  
STORAGE NUMBER:

DURATION OF LEASE or LEASE AGREEMENT: MONTH-TO-MONTH.

LEASE TERM: Commencing on 1 of October, 2022

NOTICE PERIOD: RESIDENT MUST GIVE LANDLORD WRITTEN NOTICE 60 DAYS PRIOR TO END OF LEASE TERM. (See Section 3)

**TOTAL MONTHLY PAYMENT \$1,642.00**

Monthly Rent \$ \$1,539.00, Garage Rent \$ 103.00

Security Deposit \$ 300.00

UTILITIES INCLUDED IN THE RENT:  
Gas, Water, Sewer, Trash

UTILITIES BILLED TO RESIDENT THROUGH RUBS (see UTILITY SERVICE ADDENDUM):

UTILITIES PAID DIRECTLY TO UTILITY COMPANY BY RESIDENT:  
Electric

**2. RENT:**

RESIDENT agrees to pay the Total Monthly Payment and all other amounts required herein. Total Monthly Payment is due in full on the 1<sup>st</sup> day of the month on the resident portal or at the rental office, located at 172 East Sixth Street, St. Paul, MN 55101. LANDLORD will not give notice of due dates. Cash is not accepted for payment. Each RESIDENT is individually responsible, jointly and severally, for full payment of all rent and other amounts due to the LANDLORD under the lease. All payments received must be in the form of check, money order, debit card, credit card, cashier's check or an automatic electronically funded transaction. All rent and other amounts paid by RESIDENT shall be applied and credited as the LANDLORD determines in its discretion. Acceptance by LANDLORD of less than the full amount of rent and/or any other amounts due from RESIDENT does not waive LANDLORD'S right to file an eviction action for nonpayment of the balance of owed amounts and/or to pursue any other legal rights and remedies. Acceptance of rent or other amounts due from RESIDENT or execution of a new lease does not waive LANDLORD'S right to evict RESIDENT for past or existing violations of any term of the Lease.

Initials: AB Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**3. END OF TERM:**

If the RESIDENT wishes to move out of the unit at the end of the term, RESIDENT must give the LANDLORD prior written notice to vacate received by LANDLORD at least 60 days prior to the end of the term. RESIDENT agrees to complete move out by noon on the last day of the end of the term. RESIDENT will be considered to have vacated only after all personal property is removed from the unit and RESIDENT has given possession and delivered all keys and other access devices to LANDLORD. RESIDENT agrees to pay an overstay charge of \$75.00 per hour for each hour RESIDENT or RESIDENT'S property is in the premises or the keys have not been returned past noon on the last day of the end of term. If the RESIDENT vacates at the end of the term but does not give proper notice, the RESIDENT agrees to pay monthly rent and fees through 60 days following the date LANDLORD is given notice of RESIDENT'S vacating the unit.

If the LANDLORD allows RESIDENT to stay in the unit after the initial term and RESIDENT and LANDLORD have not renewed this lease in writing or entered into a new written lease, this lease shall be extended under its original terms except the duration shall be changed MONTH-TO-MONTH, and LANDLORD may increase the rent as allowed by law and/or assess month-to-month fees. When the lease is MONTH-TO-MONTH, LANDLORD or RESIDENT may terminate the lease after giving the other party written notice equal to the NOTICE PERIOD.

After a written notice to vacate has been given, unit must be in showable condition according to the standards of LANDLORD. RESIDENT may be required to pay LANDLORD another month of rent if the unit cannot be rented for failure to maintain the premises in a showable condition.

In addition to the requirements stated elsewhere in this lease, if RESIDENT vacates the unit between November 15<sup>th</sup> and April 15<sup>th</sup> RESIDENT must notify LANDLORD three days in advance of move to allow the LANDLORD time to take steps to make sure the pipes do not freeze. Per Minnesota state law, RESIDENT'S failure to notify the LANDLORD is a misdemeanor.

Regardless of any other provision in this lease, Management and Resident agree that neither Management nor Resident will issue a lease non-renewal or termination notice with a vacate date during the months of October, November, December, or January.

**4. LATE PAYMENTS AND RETURNED CHECKS:**

LANDLORD allows a grace period for late payment of rent and fees without penalty between the 1st and 5th days of the month. RESIDENT agrees to pay a SERVICE CHARGE of 8% of the total amount overdue each time RESIDENT does not pay the full amount of the TOTAL MONTHLY PAYMENT by 11:59 p.m. on the 5th day of the month. RESIDENT also agrees to pay \$30.00 for each returned check or dishonored payment. Any payments made after 11:59 p.m. on the 5th day of the month must be paid by money order, cashier's check, debit card, or credit card only. For any RESIDENT who issues two or more returned checks or dishonored payments during a 12 month period, only money orders, cashier's checks, debit cards, or credit cards (No e-checks) will be accepted for all future payments. RESIDENT'S failure to timely pay rent or any other amount required by this lease past the grace period is a breach of the lease, without notice from LANDLORD.

**5. CONDITION OF DWELLING UNIT AND COMMON AREAS:**

By signing this lease, the RESIDENT acknowledges that the unit is habitable, clean and in good condition. The RESIDENT agrees that the LANDLORD has made no promises to decorate, alter, repair or improve the unit except as listed on the STATEMENT OF UNIT CONDITION, which must be completed and returned within 48 hours of taking possession.

The RESIDENT agrees to use all appliances, heating and cooling equipment or any other part of the unit in a safe manner and only use for the purposes for which they were intended. RESIDENT also agrees to give LANDLORD prompt notice of any defect in the plumbing, fixtures, appliances, heating, and cooling equipment, or any other part of the unit or related facilities and of any conditions that are unsafe or which may damage the unit, community, people or waste utilities. RESIDENT agrees to immediately pay for any damage caused by RESIDENT'S failure to timely notify LANDLORD of any defect or unsafe condition.

**RESIDENT agrees to:**

- A. keep the unit clean and in good condition, ordinary wear and tear excepted, and not to litter on the common areas of the community, not to destroy, damage, or remove any part of the unit, common areas or community or to waste utilities.
- B. pay the cost of any damage to the premises or any part of the community that is caused willfully or by the misuse or negligence on the part of the RESIDENT or RESIDENT'S visitors.
- C. return the unit and the furnishings/fixtures and carpet to LANDLORD in the same condition as on the date the RESIDENT moved in, ordinary wear and tear excepted.
- D. pay for all expenses incurred by LANDLORD in repairing and bringing the unit back to the condition it was in upon RESIDENT'S move in, except for ordinary wear and tear.
- E. pay for extraordinary maintenance at \$35.00 per hour and cleaning expenses at \$50.00 per hour to return the unit to the condition required by this lease.

**6. UTILITIES:**

Utilities included in the rent or billed to Resident with monthly rent are listed in Sec. 1. RESIDENT is responsible for obtaining and paying for other utilities through the entire lease term. RESIDENT will be charged a fee of \$15.00, in addition to the actual utility expense, for each month that RESIDENT fails to place RESIDENT-provided utilities in RESIDENT'S name. RESIDENT agrees that LANDLORD may increase monthly charges for utilities billed to RESIDENT through RUBS (see UTILITY SERVICE ADDENDUM) by up to 10% in any 12-month period

Initials: AD Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**7. RESIDENT OPTION TO TERMINATE TENANCY EARLY:**

RESIDENT may terminate this lease before the end of the lease term by completing all of the following:

- A. Giving 60 day written notice (LANDLORD must receive this notice by noon 60 days prior to vacate date. E.g. If notice is given by April 15, termination date is June 14.)
- B. Paying, at the time of giving the notice, an EARLY TERMINATION FEE of **\$1,789.00**.
- C. Reimbursing LANDLORD at the time of notice for any discounts received as part of a move-in promotion.
- D. Paying rent and fees for the notice period as they come due or prior to vacating the unit, whichever is earlier. After notice to vacate has been given, the unit must be in showable condition according to the standards of LANDLORD, conducive to re-renting the unit. RESIDENT may be required to pay LANDLORD another month of rent if the unit cannot be rented for failure to maintain the premises in a showable condition.

Notwithstanding the foregoing, a member of an agency of the military services may deliver written notice to the LANDLORD along with a copy of Orders for Active Duty. Oral notice is not sufficient. Termination of lease for MILITARY tenants becomes effective on the last day of the month following the month in which proper notice is delivered.

RESIDENTS terminating due to Orders for Active Duty must comply with this lease through the end of the NOTICE PERIOD and comply with all other terms of this lease

**8. BREACH OF LEASE BY RESIDENT, REMEDIES AND REIMBURSEMENT TO LANDLORD:**

Upon RESIDENT'S breach of the lease, the LANDLORD will be entitled to terminate RESIDENT's right to possession of the unit, with or without terminating this lease, at LANDLORD's election and without prior notice to RESIDENT. Any termination of the tenancy or eviction by the LANDLORD will be carried out in accordance with State and Local law and the terms of this lease. The remedies herein are in addition to all other legal rights and remedies and LANDLORD'S election to use one or more of these rights is not an election of remedies.

Without regard to whether this lease is terminated, or RESIDENT is evicted, RESIDENT agrees to reimburse LANDLORD for all costs incurred due to RESIDENT'S breach of this lease, including the following:

- A. Payment of rent through the end of term of this lease or through the end of a proper NOTICE PERIOD, whichever is longer.
- B. RESIDENT agrees to repay rent discounts or other promotional benefits that were granted to RESIDENT, including but not limited to discounts received as part of a move-in promotion.
- C. All other amounts due pursuant to this lease and costs and damages incurred by LANDLORD caused by RESIDENT'S breach of this lease or incidental to a breach including but not limited to repair, cleaning, turnover costs, advertising, replacing keys, lost rent, etc.

**9. SECURITY DEPOSIT:**

The LANDLORD will hold the SECURITY DEPOSIT during the term of the tenancy and apply it to any amounts RESIDENT fails to pay hereunder. Application of the SECURITY DEPOSIT is not an election of remedies and RESIDENT remains responsible for all remaining rent, fees, costs and damages not satisfied by the SECURITY DEPOSIT. After the RESIDENT has moved from the unit, the LANDLORD will determine whether the RESIDENT is eligible for the refund of any or all of the SECURITY DEPOSIT. The amount of the refund will be determined in accordance with the following procedures:

After the RESIDENT has moved from the unit, the LANDLORD will inspect the unit. LANDLORD agrees to give RESIDENT disposition of the refundable portion of the SECURITY DEPOSIT and a complete list of the charges applied to the SECURITY DEPOSIT within 21 days after the day of tenancy ends, provided that the RESIDENT has given the LANDLORD a forwarding address.

If the unit is rented by more than one person, the RESIDENTS agree that they will work out details of dividing the refund among themselves. Unless otherwise instructed by all of the RESIDENTS, the LANDLORD will make the refund payable to

all RESIDENTS identified in Sec. 1 jointly. LANDLORD will send the SECURITY DEPOSIT to the forwarding address provided by the RESIDENT.

LANDLORD has the right to amend its SECURITY DEPOSIT disposition statement to the RESIDENT in the event damages have increased due to RESIDENT'S breach of this lease.

Initials: AD Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**10. LOCKS & KEYS:**

The RESIDENT agrees not to install additional or different locks, alarms or gates on any doors or windows of the unit. The LANDLORD will provide 1 set of keys/entrance devices for each adult RESIDENT listed in Section 1. RESIDENT agrees to pay for the replacement of entrance devices as follows:

- Unit \$ 35.00
- Building Entry \$ 100.00
- Amenity \$ 100.00
- Garage Remote/Fob \$ 100.00
- Mailbox \$ 35.00
- Storage \$ 35.00
- Other \$ 35.00

Charges must be paid upon request. When a RESIDENT is locked out of his/her unit, and this occurs after office hours, there is a \$75.00 entrance fee payable to the LANDLORD upon entrance in addition to any other applicable charges.

**11. MAINTENANCE:**

The LANDLORD agrees to regularly clean and maintain all common areas and facilities of the development, arrange for collection and removal of trash and garbage from a central location, maintain all equipment and appliances in proper working order, make necessary repairs with reasonable promptness, and provide routine exterminator services as necessary (excludes bed bugs and cockroaches).

**12. RESTRICTIONS ON ALTERATIONS:**

The RESIDENT agrees not to do any of the following **without first obtaining** the LANDLORD'S written permission:

- A. Change or remove any part of the appliances, fixtures, or any equipment in the unit.
- B. Paint, wallpaper, or install contact paper.
- C. Attach awnings or window guards.
- D. Attach or place fixtures, signs, or fences on the building or grounds, including but not limited to signs in the unit visible from the exterior.
- E. Install washing machines, dryers, fans, heaters, refrigerators, freezers, or air conditioners.
- F. Attach any shelves, screen doors, or other permanent improvements.
- G. Place any aerials, antennas, satellite dishes or other electrical connections in or on the unit, building or grounds.
- H. Drill or make holes into walls, doors or other area in the unit (other than small nail holes).

**13. GENERAL PROVISIONS:**

All provisions in this lease apply to RESIDENTS, family members, and their visitors.

A. THE RESIDENT AGREES NOT TO:

- 1. Sublet or assign the unit or any part of the unit.
- 2. Use the unit for any unlawful purposes. The RESIDENT hereby specifically covenants and agrees that he/she will not use the unit, the common areas, or any other area on the property or permit anyone else to manufacture, sell, give away, barter, deliver, exchange, distribute, or possess illegal drugs or any other illegal substances or contraband. RESIDENT acknowledges that excessive or unreasonable traffic is prohibited. Notice is given pursuant to Minn. Stat 504B.305, seizure under section Minn. Stat. 609.5317, subd. 1, for which there is no defense under Minn. Stat. 609.5317, subd. 3, constitutes unlawful detention by RESIDENT.
- 3. Have pets or animals of any kind in the unit without the prior written permission of the LANDLORD, which can be denied or conditioned on additional deposits, fees and/or rent.
- 4. Make or permit noises or acts that will disturb the rights of quiet enjoyment or comfort of other RESIDENTS or neighbors.

B. THE RESIDENT AGREES TO:

1. Use the premises only as a private dwelling for the individuals in Sec. 1. The RESIDENT agrees not to permit other individuals to reside in the unit without prior written approval of the LANDLORD.
2. Maintain all vehicles parked in the parking lots in drivable condition. Vehicles may not occupy the same parking stall continuously for more than six days (without prior written approval) or the vehicle is subject to towing at the vehicle owner's expense.
3. Pay for towing expenses, at the direction of LANDLORD or agent, of any RESIDENT or visitor of RESIDENT's vehicle violating posted notices. It is the RESIDENT'S responsibility to be aware of any notices posted in the buildings or received electronically concerning parking and snow removal times.
4. Pay utility bills, such as electricity, to avoid any disconnection of services. If electricity or gas is disconnected, RESIDENT agrees to take immediate action to get service reinstated. Disconnected utilities are a lease violation for which RESIDENT may be evicted, even if service is reinstated. RESIDENT agrees to pay electric or gas utilities through the end of the lease term. LANDLORD has the right to charge for early termination of utilities. RESIDENT must timely enroll for service with utility providers. Failure to enroll in utility service is a lease violation for which RESIDENT may be evicted, even if RESIDENT tardily enrolls for service and/or pays fees or fines related to failure to enroll.

Initials: AD Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

5. Keep the volume of any activity including but not limited to: radio, stereo, television, musical instrument, or gathering at a level that will not disturb the rights of quiet enjoyment of other RESIDENTS.
6. Cooperate with LANDLORD'S efforts in accordance with pest control in Sec. 27.
7. Pay a \$75.00 administrative fee for any approved roommate changes throughout the term of the lease.
8. Pay a \$300.00 administrative fee for transferring to another unit prior to the end of the term with prior written approval from LANDLORD. The administrative fee to transfer a second time within a 12-month period is \$600.00.
9. Pay immediately all costs, fees or service charges, including but not limited to police or fire department charges, incurred due to the conduct of RESIDENT or RESIDENT'S family or visitors.
10. Pay LANDLORD's actual attorney's fees incurred in a legal action initiated by LANDLORD, up to \$1,500 and reimburse other costs and expenses, including fees and expenses paid to a collection agency, even if rent is paid after the legal action has started.

**14. RULES:**

The RESIDENT agrees to obey the RESIDENT HANDBOOK, which is an attachment to this lease. RESIDENT agrees that the LANDLORD can change the rules as reasonably necessary to protect the tenants as a whole, comply with law or to protect the community. The RESIDENT agrees to obey additional rules reasonably established after the effective date of this lease by LANDLORD and applicable to tenants generally provided that LANDLORD has given RESIDENT written notice of the new rules.

**15. ACCESS BY LANDLORD:**

The LANDLORD and LANDLORD'S authorized agents may enter the unit at any reasonable time according to Minnesota law and the following paragraphs:

- A. The RESIDENT agrees to permit the LANDLORD, LANDLORD'S authorized Agent, or other persons authorized by the LANDLORD, to enter the unit for the purposes of making repairs and performing inspections. RESIDENT is advised that LANDLORD will conduct periodic upgrades, improvements, and project repairs that may temporarily interfere with use and enjoyment of parking areas, common areas, result in some shut-off or interruption of utilities and may cause some amount of noise and disruption during normal business hours. RESIDENT agrees and acknowledges that projects of this kind and nature are common and must be expected to occur from time-to-time in any residential rental community. Any temporary loss of use, inconvenience due to noise, construction activity, or need for access to a unit, is not a basis for termination of lease, rent abatement, or a request for alternate housing or lodging, but is a part of LANDLORD'S normal business activities and required to properly maintain, repair, upgrade and improve the community.
- B. After the RESIDENT has given a written notice to vacate, the RESIDENT agrees to permit the LANDLORD to show the unit to prospective RESIDENTS during reasonable hours. Refusal by the RESIDENT to do this may require the RESIDENT to pay another month of rent if the unit cannot be rented.
- C. If the RESIDENT moves or is evicted before this lease ends, the LANDLORD may enter the unit to decorate, remodel, or otherwise alter to prepare the unit for re-occupancy without waiving the duty of RESIDENT to pay rent.
- D. The RESIDENT agrees to permit the LANDLORD entry, for any other reasonable business purpose.

**16. HAZARDS:**

The RESIDENT shall not undertake, nor permit his/her family, visitors, or guests to undertake any hazardous acts or do anything that will increase the LANDLORD'S property or liability risk or insurance premiums. If the unit is damaged by any cause to the extent the unit cannot be lived in, (based on LANDLORD'S sole discretion), LANDLORD may terminate this lease immediately and may choose not to rebuild or restore the unit and, upon LANDLORD's election, the RESIDENT agrees to vacate the unit. LANDLORD is not responsible for RESIDENT'S replacement housing or personal property in any

circumstance. If the damage is not caused in whole or in part by the RESIDENT, the RESIDENT will not be responsible for the rent from the date of the destruction until the unit is repaired to a livable condition.

**17. CONTENTS OF THIS AGREEMENT:**

This lease and its attachments and any other written agreements make up the entire lease between the RESIDENT and the LANDLORD. RESIDENT agrees that there are no oral agreements related to their tenancy and that any oral representations made prior to this lease are waived and unenforceable. If any court declares a particular provision of this lease to be invalid or illegal, all other terms of this lease will still remain in effect, and both the LANDLORD and the RESIDENT will continue to be bound by same. If an attachment to this lease conflicts with any term of this lease, the attachment will be controlling. LANDLORD's failure to insist upon RESIDENT'S complete performance of all terms of this lease and/or acceptance of non-complying performance or forbearance in enforcing any rights will not be construed as a waiver or relinquishment of such right or remedy or any future right or remedy. Time is of the essence for all performance hereunder. This lease can only be amended in writing, any purported oral amendment to this lease is void and unenforceable.

Initials: AD Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**18. SUBORDINATION:**

This lease is subject to the rights of holders of all present or future mortgages or contracts for deed affecting the unit, and the RESIDENT hereby appoints the LANDLORD as attorney-in-fact to execute and deliver any and all necessary documents to subordinate this lease to any present or future mortgages or contracts for deed affecting the unit.

**19. PERSONAL PROPERTY:**

All personal property placed in the unit or in any other portion of said building or development shall be at the sole risk of the RESIDENT. The LANDLORD shall not be liable for the loss, destruction, theft, or damage to such property unless caused by or resulting from the gross negligence or theft by the LANDLORD or LANDLORD'S agents or employees.

If RESIDENT abandons any personal property in the unit, the cost of storage and removal of RESIDENT'S personal property will be charged to RESIDENT. LANDLORD strongly suggests RESIDENT acquires RENTER'S INSURANCE, please see Resident Handbook for more information.

**20. INJURY TO RESIDENT:**

Except for gross negligence or willful misconduct of LANDLORD or its agents, LANDLORD is not responsible for any injury to RESIDENT, RESIDENT'S family, visitors, or guests. LANDLORD is not responsible for the actions of, or for any damage, injury or harm caused by, third parties such as other residents, guests, invitees, trespassers or intruders.

**21. TERMINATION UPON DEATH:**

The parties hereto acknowledge that pursuant to Sec. 504B.265 of MN statutes, in the event of the death of the RESIDENT, and if more than one person has signed this lease as RESIDENT, upon death of all persons signing as RESIDENT, either the LANDLORD or the personal representative of the RESIDENT may terminate this lease on at least two full months' prior written notice which is effective at noon on the last day of a month. The termination of this lease shall not relieve the remaining RESIDENTS or the RESIDENT'S estate from liability either for the payment of rent or other sums owed prior to or during the NOTICE PERIOD, or for the payment of amounts necessary to restore the unit to its condition at the commencement of tenancy, ordinary wear and tear excepted.

**22. ACCESS DUE TO INCAPACITATION OR FOLLOWING DEATH OF RESIDENT:**

Upon the incapacitation or death of the RESIDENT(S) and after written notice, the LANDLORD will secure the unit and its contents. The LANDLORD shall not permit access to the unit except by:

- A. The qualified Personal Representative of the deceased RESIDENT or person acting under the authority of a court order;
- B. Police officers acting in the course of duty; or
- C. Other persons pursuant to written mutual agreement by the parties with the proper signed releases.

**23. ATTACHMENTS TO THIS AGREEMENT:**

The RESIDENT certifies that he/she has received a copy or made electronically available of this lease and the following applicable attachments and understands that these attachments are part of this lease:

Receipt of Lease Handbook Documents  
Drug/Crime Free Housing  
Smoke Free Addendum  
Animal Addendum - No Pets  
Package Authorization Addendum  
Monthly Parking

All terms and conditions detailed in above listed addendums are in full force and effect throughout the RESIDENTS residency at property, including lease renewals or extensions.

**24. FALSE OR MISLEADING RENTAL APPLICATION:**

Any oral or written statements made by RESIDENT in the rental application or otherwise that are not true or complete constitute a material violation of this lease for which RESIDENT may be evicted.

**25. FAILURE TO GIVE POSSESSION BY LANDLORD:**

If LANDLORD cannot provide the unit to RESIDENT at the start of this lease, LANDLORD is not liable for, and RESIDENT cannot sue LANDLORD for, any resulting loss. However, RESIDENT is not liable for rent until RESIDENT takes possession of the unit.

Initials: AD Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_

**26. NOTICES:**

Notices and demands delivered electronically or posted in the building by LANDLORD are proper notice to all RESIDENTS and are effective immediately upon delivery.

**27. PEST CONTROL:**

- A. RESIDENT agrees to:
  1. check the unit for hitch-hiking pests such as bedbugs and cockroaches regularly. If you stay in a hotel, another home, attend the theaters, or use public transportation, inspect your clothing, luggage, shoes, and personal belongings before re-entering your home. RESIDENTS are discouraged from bringing used or "free" furniture, clothing, or personal property on to the rental premises. Used, found, and donated items are very likely to bring bed bugs or bed bug eggs on to a rental property.
  2. report any pest control problems immediately to LANDLORD. Failure to report or cooperate with LANDLORD in connection with a pest control problem is a breach of the lease and grounds for lease termination.
  3. allow LANDLORD and its pest control professionals access to the unit at reasonable times to inspect for and/or treat as allowed by law. If it appears that there is an infestation in personal property, RESIDENT agrees not to remove personal property until it is professionally inspected, and proper treatment is determined. The removal of infested property from a unit with a pest problem can spread pests to other common areas and units in the building.
  4. allow reasonable access to LANDLORD'S pest control providers. Under no circumstance should the RESIDENT(S) attempt to treat bedbug infestation on their own.
  5. take all steps requested or recommended by our pest control provider to treat, cover, launder, or dispose of infested personal property and to prepare the unit for treatment.
  6. be responsible for all costs of pest treatment, incurred by LANDLORD, and may be subject to lease enforcement action up to eviction, if it is determined that a pest infestation was caused or aggravated by RESIDENT.


**(SEPARATE SIGNATURE PAGE ATTACHED)**

Initials: AD Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_ Initials: \_\_\_\_\_



**SIGNATURE PAGE TO LEASE AGREEMENT**

**By executing below, the parties acknowledge that they have read the foregoing lease in its entirety and agree to be bound by the terms thereof.**

	RESIDENT(S)	DATE
1	 Archibald Briggs	10/05/2022
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____

	GUARANTOR	DATE
7	_____	_____
8	_____	_____

	MANAGEMENT AGENT	DATE
	 Management Representative	10/17/2022



### Jackson Tower RECEIPT OF LEASE / HANDBOOK / DOCUMENTS

Date: 09/23/2022

Apt #: 1407J


Resident(s): Archibald Briggs

Resident acknowledges and understands that they have received a copy of the Resident Handbook (*which is located and accessible, at any time, on the Resident Portal*). Resident has read and agrees to everything within the Resident Handbook and understands the responsibility they have for ensuring that they and all guests abide by the Resident Handbook at all times.

Resident acknowledges and understands that they have been advised that the Resident Handbook may be amended by Management at any time, and Management will notify all residents of changes. Resident understands that in order to access the Resident Handbook, they must log onto the Resident Portal using their login credentials\*.

(\*Please note: If the resident does not currently have a Resident Portal, Management can assist you with creating and registering for one. A majority of communication from Management will consist of electronic communication.)

By signing below, resident acknowledges and understands that they have read and agree to all terms in the Lease Agreement, Lease Addendums, and Resident Handbook. Resident understands that copies have been uploaded to their Resident Portal for review. Resident understands it is their responsibility to conduct themselves in accordance with the Lease, Lease Addendums, and Resident Handbook.

 _____ Archibald Briggs	<u>10/05/2022</u> Date	_____	_____
_____	Date	_____	Date
_____	Date	_____	Date

**Management Acknowledgment:**

<u>Brittney Collins</u> Management Representative	<u>10/17/2022</u> Date
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### Jackson Tower LEASE ADDENDUM FOR DRUG/CRIME FREE HOUSING

Date: 09/23/2022 Apt #: 1407J

Resident(s): Archibald Briggs

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease. Owner and Resident agree as follows:

1. Resident, **any member of the resident's household or a guest** or other person under the resident's control shall not engage in **criminal activity, including drug-related activity**, on or near the said premises. **"Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell distribute, or use of a controlled substance** (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}
2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any **act intended to facilitate criminal activity including drug- related criminal activity**, on or near the said premises.
3. Residents or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Residents or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in **acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation**, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his/her agents or tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

**A SINGLE** Violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single** violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Management Agent and Resident.

By signing this form, the Resident agrees to all of its terms, and acknowledges its receipt.

	10/05/2022	_____	_____
Archibald Briggs	Date		Date

_____	_____	_____	_____
	Date		Date

_____	_____	_____	_____
	Date		Date

**Management Acknowledgment:**

	10/17/2022
Management Representative	Date

cc: Resident File / Portal





Live Smoke Free



## Jackson Tower SMOKE-FREE LEASE ADDENDUM

Attorney Douglas J. Carney, Hanbery, Neumeyer & Carney, P.A., prepared this Model Lease Addendum. He received ongoing advice, consultation, and recommendations from a legal advisory committee that included attorneys who regularly advise property owners and managers, who serve as tenant attorneys and advocates, or who advise public housing agencies. Representatives from Center for Energy and Environment and Association for Nonsmokers-Minnesota were also on the committee. The modification about where smoking is allowed (Section 3) was included by Initiative for Smoke-Free Apartments.

Date: 09/23/2022

Apt #: 1407J

Resident(s): Archibald Briggs

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

- 1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;
- 2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- 3. Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Smoking will be allowed a minimum of **25 feet** from the building.
- 4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
- 5. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.
- 6. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.
- 7. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.






**8. Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

**9. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke free living environment and the efforts to designate the rental complex as smoke-free do not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

**10. Effect on Current Tenants.** Tenant acknowledges that current tenants residing in the complex under a prior lease will not be immediately subject to the No-smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their unit or new lease.

Date: 09/23/2022 Apt #: 1407J  
Resident(s): Archibald Briggs

	10/05/2022	_____	_____
Archibald Briggs	Date		Date
_____	Date	_____	Date
_____	Date	_____	Date

**Management Acknowledgment:**

	10/17/2022
Management Representative	Date

cc: Resident File / Portal





# Jackson Tower ADDENDUM FOR NO PET(S) OR OTHER PETS

Date: 09/23/2022

Apt #: 1407J

Resident(s): Archibald Briggs

Resident(s) acknowledges that they DO NOT have any cats or dogs, and that having cats or dogs residing in their unit requires prior written authorization from Management. Resident(s) understands that cats and dogs may not be permitted in all buildings, or at all Bigos Management communities. Resident(s) also understands and acknowledges that visiting pets are not allowed.


Resident(s) agrees that if a chargeable pet does occupy the premises without prior authorization for any amount of time, Resident(s) understands and agrees to pay a \$150.00 fee and immediately remove the pet from the unit. Resident(s) also agrees to pay for any damage caused while pet(s) occupied said unit. Resident(s) may add a pet to the Lease if it meets the approval criteria on the Pet Addendum and appropriate deposits and fees are paid with Management.

Jackson Tower allows the following other pets: birds, cats, fish, and certain other caged animals. You are allowed to have a maximum of three (3) pets in your home; two (2) of which can be chargeable pets. For other pets, (1) habitat (i.e., cage, aquarium) counts as one (1) pet.

- **Birds**  
Finches, canaries, parakeets, cockatiels and other parrots are allowed, with the exception of all cockatoos (common species names are Umbrella, Goffin & Moluccan) and large macaws (common species names are Blue & Gold, Green Wing, Scarlet).
- **Fish**  
Fish are permitted in tanks on upper floor apartments that are no larger than one 30-gallon aquarium or the equivalent. The tank must be secure. Tanks that are 31-55 gallons are allowed on first floor apartments only. Owners of a 31-55 gallon fish tank must also provide proof of renter's insurance. Over 55 gallons are not permitted on any floor.
- **Caged animals**  
Small to medium (less than 36 inches) cages are allowed for hamsters, gerbils, etc. and the cage must be secure. Rabbits are allowed as long as they are litter-box trained.
- **Reptiles**  
Non-venomous reptiles (lizards, iguanas, etc.) are allowed. Not allowed are large constrictors i.e. Pythons, Boa Constrictors, Anacondas etc.
- **Other animals**  
No ferrets, minks, large snakes, poisonous spiders, livestock, etc.

Resident(s) acknowledges that they have read all information and the pet policy contained in the Resident Handbook.

Resident(s) understands and agrees to all of the above terms.

 Archibald Briggs	10/05/2022 Date	_____	_____
_____	Date	_____	Date
_____	Date	_____	Date

**Management Acknowledgment:**

 Management Representative	10/17/2022 Date
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cc: Resident File / Portal





## Jackson Tower AUTHORIZATION TO ACCEPT PACKAGES

Date: 09/23/2022

Apt #: 1407J

Resident(s): Archibald Briggs

**Resident permits Rental Office/Concierge staff to sign for and accept packages on your behalf.** As a resident, you release Landlord and any affiliates, agents, employees, successors, and assigns any and all manner of actions, suits, claims, debts, damages, and liabilities as a result of acting or failing to act in accordance with this authorization. Receiving packages is a complimentary, courtesy service and does not obligate any of the Rental Office staff to stay in the office or go out of their way to receive a package or delivery on your behalf. The Landlord, Rental Office or its team of professionals will not be held liable for any loss or damage of delivered items.

**Rental Office/Concierge staff will accept packages.** The Rental Office/Concierge, as a courtesy service, will accept packages from special couriers. The courier will always attempt to deliver the packages to you first. If you are not available, they will drop your packages with the Rental Office/Concierge. For those that opt out of the package delivery service, packages can be picked up during regular office hours. Packages not picked up within a one (1) week period may be returned to the sender.

### PACKAGE DELIVERY

Resident mail and packages are held with Rental Office/Concierge and can be retrieved during office hours. Residents have the option of daily concierge package delivery to an apartment. By signing below, you give permission for the Rental Office/Concierge to deliver your packages *inside* your apartment unless you contact the Rental Office to opt out of this service.

Apt #: 1407J

<hr style="border: 0; border-top: 1px solid black;"/>	<u>10/05/2022</u>	<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>
Resident Signature Line 1	Date	Resident Signature Line 2	Date
<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>	<hr style="border: 0; border-top: 1px solid black;"/>
Resident Signature Line 3	Date	Resident Signature Line 4	Date
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Resident Signature Line 5	Date	Resident Signature Line 6	Date

### Management Acknowledgment:

<u>Brittney Collins</u>	<u>10/17/2022</u>
Management Representative	Date

cc: Resident File / Portal





# Jackson Tower RENTAL INCENTIVE AGREEMENT

Date: 09/23/2022

Apt #: 1407J

Resident(s): Archibald Briggs

This Rental Incentive Agreement needs to be completed for all Rental Incentives, Move-In Specials, and Other Discounts given, including, but not limited to:


- *Look & Lease Specials*
- *ANY free rent given to a resident at move-in or transfer greater than 3 days*
- *Discount off 1st month's rent*
- *Free or Discounted Storage, Garage, or Parking*
- *Advertised Specials, if any*

Security Deposit Specials do not need to be listed on this Rental Incentive Agreement.

**Resident will receive the following Rental Incentive(s) / Move-in Special(s) upon leasing apartment listed above:**

• Resident acknowledges that they have received a <b>Total Incentive Value</b> of:	<b>-2345.00</b>
Rental Incentive listed above is only applicable to the current Lease dated:	04/02/2021

Resident understands the current Lease MUST be fulfilled through the Lease end date. Should the resident not fulfill the Lease in its entirety (*to the current lease end date*), resident will be responsible for paying back the full Rental Incentive received at time of Notice, as stated in the Lease. Resident understands that the Rental Incentive is only for the specified lease period listed above and does not apply to any future renewal leases. Resident agrees and understands the terms and conditions as stated above.

 Resident Signature Line 1	10/05/2022 Date	Resident Signature Line 2	Date
Resident Signature Line 3	Date	Resident Signature Line 4	Date
Resident Signature Line 5	Date	Resident Signature Line 6	Date

**Management Acknowledgment:**

 Management Representative	10/17/2022 Date
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cc: Resident / Portal







**Document Information**

Document Reference Number: 962987

Document Pages: 16

Signatures: 14  
Initials: 7

Status: Completed

Signature Summary	Signature	Initials	Timestamp	Signing Status
Archibald Briggs		AD	10/05/2022 05:13:35 PM EST	Completed
Document Started: Email Address:	10/05/2022 05:13:18 PM EST archiebriggs7@gmail.com			
Brittney Collins		BC	10/17/2022 06:16:28 PM EST	Completed
Document Started: Email Address:	10/17/2022 06:16:02 PM EST bcollins@tbigos.com			

Signature Details	Page	Signature/Initials	Signing Status	Tracking Details
Archibald Briggs	1		Completed	IP Address: 75.73.212.120 Timestamp: 10/05/2022 05:16:03 PM EST User Agent: Safari on iPhone
Archibald Briggs	3		Completed	IP Address: 75.73.212.120 Timestamp: 10/05/2022 05:16:02 PM EST User Agent: Safari on iPhone
Archibald Briggs	4		Completed	IP Address: 75.73.212.120 Timestamp: 10/05/2022 05:16:02 PM EST User Agent: Safari on iPhone
Archibald Briggs	5		Completed	IP Address: 75.73.212.120 Timestamp: 10/05/2022 05:16:02 PM EST User Agent: Safari on iPhone
Archibald Briggs	6		Completed	IP Address: 75.73.212.120 Timestamp: 10/05/2022 05:16:01 PM EST User Agent: Safari on iPhone
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Brittney Collins	16	<i>Brittney Collins</i>	Completed	IP Address: 50.194.202.41 Timestamp: 10/17/2022 06:16:26 PM EST User Agent: Chrome on Windows

Mar 24 2023 2:07 PM

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: HOUSING/EVICTION

St. Paul Housing Group, LLC  
Plaintiff,

**ORDER**

vs.

Archibald Briggs; et al.

Court File No. 62-HG-CV-23-965

Defendant(s).

1. The above-captioned matter came before the Court on March 23, 2023, on an eviction action.
2. Ralph Love appeared on behalf of the Plaintiff. Defendant(s) appeared pro se.
3. The parties agreed to resolve this matter in accordance with the settlement terms attached hereto as Exhibit A.

**ORDER**

The Court having reviewed the Settlement attached as Exhibit A, finds it reasonable and appropriate and hereby adopts it as the Order of this Court.

RECOMMENDED BY:



Bergstrom, Kathryn (Referee)  
Mar 23 2023 3:34 PM

Referee of District Court      Date

BY THE COURT:



Nelson, Laura (Judge)  
Mar 24 2023 2:05 PM

Judge of District Court      Date

**EXHIBIT A**

62-HG-CV-23-965

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: HOUSING

---

St. Paul Housing Group, LLC  
Plaintiff,

vs.

**SETTLEMENT AGREEMENT**

Archibald Briggs; et al.  
Defendant(s).

Court File No. 62-HG-CV-23-965

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Plaintiff filed this eviction against Defendant(s) seeking recovery of the premises located at 172 E 6th Street, #1407, St. Paul, MN 55101. The parties have now agreed to settle this matter pursuant to the following terms:

1. Defendant(s) shall vacate and remove all persons and property from the premises on or before March 31, 2023, at 12:00 pm. Tenant(s) acknowledge that by vacating, they may not be resolving all financial claims between the parties.
2. If Defendant(s) violate any terms of this Agreement, a Writ of Recovery shall be issued by default upon Plaintiff's request and payment of the fee, and filing of an affidavit stating how the agreement was violated. There will be no notice to Defendant or hearing.
3. Defendant(s) acknowledge receipt of the FDCPA debt validation notice.
4. In the event Defendant pays off the entire ledger balance owed, which as of March 23, 2023 is \$3,046.85, then Plaintiff will file an affidavit of compliance and expunge this matter.
5. The parties reviewed and acknowledged this Agreement and agreed to be bound by its terms on the court record via Zoom hearing on March 23, 2023