



APPEAL APPLICATION FOR RENT STABILIZATION DETERMINATIONS

RECEIVED

MAR 28 2023

CITY CLERK

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

check # 2591

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

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

Address Being Appealed:

475 Griggs St. #2
Number & Street & Unit Number (if applicable)

St. Paul, MN 55105
City & State Zip Code

Appellant:

Heather Carland
Appellant Name

fowlowlcowl@gmail.com
Email

763-354-9203
Preferred Phone Number

612-219-6369
Alternate Phone Number

Heather Carland 3/21/23
Signature & Today's Date

Tenant
Is Appellant: Property Owner/ Manager OR Tenant ?

Property Owner (if other than appellant):

Professional Real Estate Services
Property Owner Name

speterson@pres-mn.com
Email

612-293-6088
Preferred Phone Number

Alternate Phone Number

What Is Being Appealed and Why? Attachments Are Acceptable

The Rent Stabilization Ordinance is being appealed. Rent increased beyond what's affordable, way beyond 3% within a 12-month period. I'm not protected by this ordinance if my rent went up by 8% - totally unaffordable. See attachment.



SAINT PAUL
SAFETY & INSPECTIONS

Notice of Increase in Rent Above 3% Annual Cap

Today's Date: 3/20/2023

On November 2, 2021, Saint Paul voters approved a Rent Stabilization Ordinance for the City of Saint Paul. The Ordinance limits residential rent increases to no more than 3% in a 12-month period, even when tenants move out.

The Ordinance also directs the City to create a process for landlords to request an exception to the 3% limit based on the right to a reasonable return on investment. Landlords may choose one of two methods to request an exception to the 3% annual rent increase cap. Your landlord has chosen the **self-certification** path, as provided for in the rules outlined by the City. The City has approved an increase of up to 8 %.

Tenants have a right to appeal this determination. Appeals must be in writing and delivered to the City Clerk no later than 21 days from the date of their written notification of rent increase approved under Saint Paul Legislative Code Chapter 193A.

Applications for appeals may be obtained online or at the address below. Appeals must be in writing and delivered to the City Clerk at the address below. Learn more about the City's appeal process and find the appeal form on the City's website: **StPaul.gov/legislative-hearings**.

That office can be reached at **651-266-8560** or

Office of the City Clerk
310 City Hall
15 Kellogg Blvd. West
Saint Paul, MN 55102

Decision 12/12/22

Contesting Rent Increase Under the St. Paul Rent Stabilization Ordinance

Professional Real Estate Services, LLC
Landlord Name

10050 Crosstown Circle, Ste. 600
Street Address

Eden Prairie, MN 55344
City, State, Zip Code

I, Heather Carland, reside at your property located at:
Print tenant's name

475 Origgs St. S. #2 St. Paul, MN 55105
Address, Unit Number if applicable, City, State, Zip Code

St. Paul's Residential Rent Stabilization Ordinance ("RSO," St. Paul Code of Ordinances, Part II, Title XIX, Chapter 193A) prohibits rent increases of 3% greater than any rent paid in the prior 12 months unless the Department of Safety & Inspections ("DSI") approves the increase. My current rent is \$725. You have proposed a new rent of \$780. This constitutes a rent increase of 7.1%. See attached Rent Increase Worksheet. **Because this is greater than 3%, you must provide the city's determination authorizing you to charge this increase.** Please provide a copy of that determination and a copy of your Maintenance of Net Operating Income Worksheet¹ or other related documentation outlining the need for an exception to the 3% limit, or rescind this rent increase within 7 days.

If you do not provide the city determination and related documentation, or rescind your proposed rent increase within 7 days, I will file a complaint with the DSI. The DSI investigates tenant complaints, may audit your financial information, and can penalize landlords for violating the RSO (administrative fines and/or criminal prosecution are allowed). In addition, I reserve my right to enforce the RSO's protections in civil court.

Thank you for your time and attention in this matter.

Heather Carland
Tenant's Signature

3/14/23
Date

¹ The Maintenance of Net Operating Income Worksheet is available on the DSI website here: <https://www.stpaul.gov/departments/safety-inspections/rent-buy-sell-property/rent-stabilization/rulemaking-implementation>

Rent Increase Worksheet

The DSI defines rent as the total “scheduled rental income . . . and all other income or consideration received or receivable in connection” with a tenancy. Below, please find an explanation of my rent calculations.

CURRENT RENT CALCULATIONS	
Charge	Amount
Base Rent:	
Late Fees: <i>(average per month over tenancy)</i>	
Other Rents: <i>(pet rent, parking space rent, etc.)</i>	
Other Fees: ² <i>(average per month over tenancy)</i>	
Utility-related Expenses charged in excess of the amount on the bill: ³	
TOTAL:	<u>725.⁰⁰</u>

PROPOSED RENT CALCULATIONS	
Charge	Amount
Base Rent:	
Late Fees: <i>(average per month over tenancy)</i>	
Other Rents: <i>(pet rent, parking space rent, etc.)</i>	
Other Fees: <i>(average per month over tenancy)</i>	
Utility-related Expenses charged in excess of the amount on the bill:	
TOTAL:	<u>780.⁰⁰</u>

(\$780 proposed rent ÷ \$725 current rent) – 1, then multiplied by 100 = 7.1 % rent increase

² DSI guidance states that “fees which should be included in rent” include “repairs, maintenance, painting, light, hot and cold water, elevator service, window shades and screens, storage units, kitchen, bath, and laundry facilities and privileges, janitorial services, utilities that are paid by the landlord, refuse removal, furnishings, telephone services, vehicle parking spaces, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any rental unit.”

³ The DSI excludes from rent “sub-metered gas, electricity or water which are paid directly by the tenant” and “refuse disposal, sewer service, and, or other services which are either provided solely on a cost pass-through basis”