

RLH VO 26-14



# APPLICATION FOR APPEAL

## Saint Paul City Council – Legislative Hearings

RECEIVED

MAR 05 2026

310 City Hall, 15 W. Kellogg Blvd.  
Saint Paul, Minnesota 55102  
Telephone: (651) 266-8585  
legislativehearings@ci.stpaul.mn.us

CITY CLERK

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

\$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number 957291)

Copy of the City-issued orders/letter being appealed & any attachments you may wish to include

Walk In     Mail     Email

Appeal taken by: Naylor

### HEARING DATE & TIME

(provided by Legislative Hearing staff)

Tuesday, March 10, 2026

Location of Hearing:

Telephone: you will be called between \_\_\_\_\_ & \_\_\_\_\_

In person (Room 330 City Hall) at: 1:30 p.m.  
(required for all condemnation orders and Fire C of O revocations and orders to vacate)

## Address Being Appealed:

Number & Street: 998 7th St. E City: St. Paul State: MN Zip: 55106

Appellant/Applicant: Bernetta Miller Email: abmiller75@gmail.com

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell 651-470-9681

Signature: Bernetta Miller Date: 3/5/2026

Name of Owner (if other than Appellant): \_\_\_\_\_

Mailing Address if Not Appellant's: \_\_\_\_\_

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell \_\_\_\_\_

### What is being appealed and why? Attachments Are Acceptable

Vacate Order/Condemnation/Revocation of Fire C of O \_\_\_\_\_

Summary/Vehicle Abatement \_\_\_\_\_

Fire C of O Deficiency List/Correction \_\_\_\_\_

Code Enforcement Correction Notice Need modification of Correction Notice - see attached explanation

Vacant Building Registration \_\_\_\_\_

Other (Fence Variance, Code Compliance, etc.) \_\_\_\_\_



February 24, 2026

ALLAN & BERNETTA MILLER  
2470 SHRYER AVE E  
NORTH ST PAUL MN 55109

### FIRE INSPECTION CORRECTION NOTICE

RE: 998 7<sup>th</sup> st e

Dear Property Representative:

Your building was inspected on February 24, 2026, in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately.

**A reinspection will take place on April 2<sup>nd</sup> at 10:30am**

Failure to comply may result in a criminal citation or the revocation of the Fire Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional re-inspection fees.

YOU WILL BE RESPONSIBLE FOR NOTIFYING TENANTS IF ANY OF THE FOLLOWING LIST OF DEFICIENCIES ARE THEIR RESPONSIBILITY.  
DEFICIENCY LIST

1. SPLC 40.06 - Uncertified portions of the building must not be occupied until inspected and approved by this office. – **Unit 2 is uncertified for reasons including, but not limited to: no heat, no running hot or cold water.**
2. MSFC 505.1 New and existing buildings shall be provided with *approved* address identification. The address identification shall be legible and placed in a position that is

visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm).

**A. Post address numbers on building**

**B. Post apartment numbers on respective doors.**

3. SPLC 34.11 (6) Every residential building or residential portion of a building shall have heating facilities that are properly installed, safely maintained and in good working condition, and capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit with an outside temperature of minus twenty (-20) degrees Fahrenheit. The owner shall maintain a minimum room temperature of sixty-eight (68) degrees Fahrenheit. Installation, repair or alteration of heating facilities, space heaters and water heating facilities shall be in accordance with the Legislative Code, Chapter 33, and the state mechanical code. – **Heat is nonfunctional in units 1 and 2. Restore heating. This work SHALL require permits.**
  
4. SPLC 34.14 (1) Any appliance, mechanical equipment and/or mechanical system shall be maintained. - **Boiler heating system has been offline since December.**

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. 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: (651-266-8585) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: [Alex.Dravis@ci.stpaul.mn.us](mailto:Alex.Dravis@ci.stpaul.mn.us) or call me at 651-266-9149 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Alex Dravis  
Fire Safety Inspector

**Subject: Request for Modification of Inspection Correction Notice.**

The correction notice issued by the St. Paul Department of Safety Inspections on February 24, 2026, orders us to immediately restore boiler system heat to Units 1 & 2 at 998 7<sup>th</sup> St. E.

**Background:**

On January 21, 2026, my husband Allan and I, owners of the triplex at 998 7<sup>th</sup> St. became aware that the boiler for the hot water heating system in our triplex had shut down, which caused frozen heating pipes in the building.

When the pipes thawed, we were able to restore hot water heat to Unit 3 because these pipes were unbroken. Broken pipes have prevented us from restoring hot water heat to Units 1 and 2, which are currently being heated solely by temporary electric space heaters. Unit 2 is vacant; Unit 1 is occupied.

On February 25, 2026 (the day after the Correction Notice was issued, our general contractor, Legacy Custom Builders LLC, sent an email to Keith Demarest which makes clear that work on the heat restoration to Units 1 and 2 cannot begin until the tenant in Unit 1 moves out, since the work will greatly impact Unit 1 due to the need to: pull the heat registers throughout Unit 1 to fix pipe breaks; remove Unit 1's bedroom ceiling to access a broken pipe; remove the water-saturated insulation above Unit 1's bedroom ceiling (caused by that broken pipe) to avoid mold growth - visible signs of moisture and mold starting to grow around Unit 1's bedroom ceiling light junction box. Our contractor states this work cannot be efficiently and safely performed due to many health liabilities if the tenant and her baby were to remain in Unit 1 during the construction process.

**We hereby request issuance of an amended Correction Notice, or other remedy, to grant the following relief:**

**Item No. 4 should be corrected or deleted.** Our boiler heating system has not been offline since December. It was not until January 21, 2026, that the tenant in Unit 3 complained she had no heat and we discovered the boiler had shut down. This misstatement could cause our insurance company to deny our claim on the basis of negligence. Furthermore, our boiler heating system has been supplying heat to Unit 3 since February 18, 2026, prior to the issuance of the Correction Notice. Therefore, Item No.4 should be deleted or modified to reflect factual information.

**Items No. 2 or No. 3 should be modified.** Item No. 2 of the Correction Notice uncertifies Unit 2 for occupancy due to lack of heat and water.

Likewise, Unit 1 should be uncertified for lack of heat. Alternatively, the last sentence of Item No. 3 should be amended to state: **This work necessitates vacating unit 1 and SHALL require permits.**

Unless Unit 1 is uncertified or the language in No. 3 is modified as requested, the tenant in Unit 1 will continue to have a valid argument that she can disregard the 30-day written notice we served upon her on January 29, 2026, which terminated her month-to-month lease and required that she vacate Unit 1 by midnight February 28, 2026. The tenant's argument that she does not need to vacate Unit 1 until at least April 31, 2026, is based on SPLC Sec. 193A.05(b)(2)h, *Rehabilitation and Renovation*, which requires a landlord to provide the tenant with a 90-day written notice to vacate a unit that will be uninhabitable for the duration of a rehabilitation or renovation.

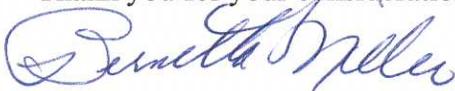
Uncertifying Unit 1 or adding the requested language to Item No. 3 will enable us to rely on SPLC Sec. 193A.05(b)(2)i, *Complying with a Government Order* that necessitates vacating the dwelling unit as a result of a violation of the SPLC or other provision of law. This SPLC subsection does not specify the length of a written notice to vacate, so the notice period would be governed by the lease signed by the tenant in Unit 1, which provides that if the apartment is damaged so that it is unfit to live in, we can immediately cancel the lease.

Therefore, either Item No. 2 should uncertify Unit 1 or the last sentence of Item No. 3 should be amended as suggested above, so we can require the tenant to immediately vacate Unit 1 and enable our contractor to begin work to restore boiler heat to Units 1 and 2 as soon as possible.

In addition, **we request the reinspection date be postponed until May 15**, as we may need to file an eviction action to remove this tenant, a process which could take until mid-April to resolve.

In summary, as more fully explained above, we request the issuance of an amended Correction Notice to correct or delete No. 4, to modify either Nos. 2 or 3, and to postpone the reinspection date. Alternatively, we request the grant of any other remedy to provide the relief requested.

Thank you for your consideration,



Bernetta Miller, 651-470-9681

11:32



5GUC

← A Apt. 3 - Shelly Thao



Nevermind. I fixed it. I didn't realize there was an outlet behind the door

Wednesday, Jan 21 • 6:23 PM

Hey Bernetta, my heat isnt working

Wednesday, Jan 21 • 8:00 PM

Allan is on his way to check it out.

Sounds good.

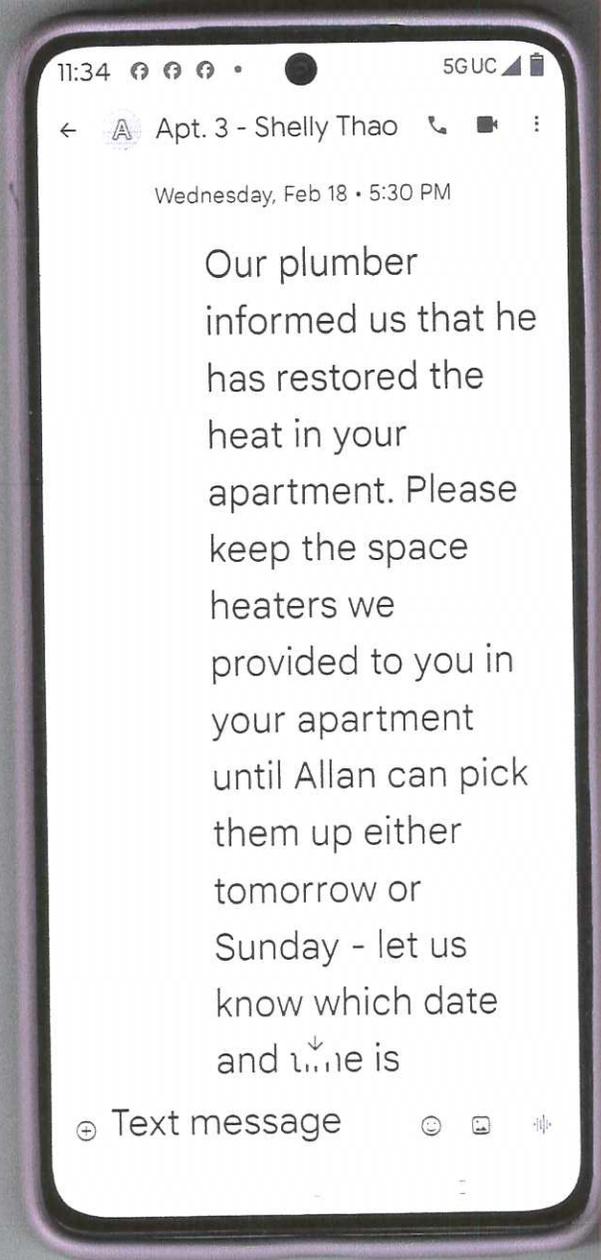
Thank you ↓

⊕ Text message



*Text messages with Unit 3 tenant that indicates her boiler heat was working until 1/21/26*

2/18/26 text message  
to Unit 3 tenant  
that shows her boiler  
heat was restored on that  
date



11:34 5GUC

Apt. 3 - Shelly Thao

Wednesday, Feb 18 • 5:30 PM

Our plumber informed us that he has restored the heat in your apartment. Please keep the space heaters we provided to you in your apartment until Allan can pick them up either tomorrow or Sunday - let us know which date and time is

Text message

2/19/26 text message from Unit 1 tenant  
refusing to vacate on 2/28 per our  
30-day notice, enforcing her right  
to 90-day notice (would not vacate  
until 4/30/26), but offering to  
move on 3/31/26 only if we pay  
\$8,342 to her.

10:34 5GUC

Apt. 1 - Kiarra Joh...

Thursday, Feb 19 • 8:17 AM

Bernetta,  
After a full  
assessment of my  
legal rights and the  
health  
requirements for  
my newborn, Zeya,  
here are the terms  
for my transition.  
I have received  
your notice  
regarding repairs.  
Per St. Paul  
Legislative Code §  
193.05, beca...e

RCS message

10:37

5GUC

← Apt. 1 - Kiarra Joh...

193.05, because  
this move is due to  
building  
rehabilitation, I am  
enforcing my right  
to 90 days' notice. I  
will not be vacating  
on February 28th.

However, I am  
willing to waive that  
90-day right and  
vacate by March  
31st if a settlement  
of \$8,342.60 is paid  
directly to me,  
along with a written

⊕ RCS message

