

State of Minnesota

District Court

County of: Ramsey

Court File Number: _____

Judicial District: Second

Case Type: Eviction

Plaintiff #1 (Landlord)

Name: BHARGAV GANGADHARA

Address: 3129 Stephen pace trail

City/State/Zip: hunterville, NC 28078

VS

Defendant #1 (Tenant)

Name: Katherine Holzmer

Address: 767 Robert Street S

City/State/Zip: saint paul, MN 55107

Plaintiff #2 (Landlord)

Name: _____

Address: _____

City/State/Zip: _____

VS

Defendant #2 (Tenant)

Name: Derek Galatovich

Address: 767 Robert Street S

City/State/Zip: saint paul, MN 55107

Eviction Action Complaint (HOU102)

Minn. Stat. § 504B.321

PLEASE TAKE NOTICE: If financially unable to obtain counsel, the defendant has the right to a court-appointed attorney in a public housing eviction case that alleges breach of lease under Minn. Stat. §§ 504B.171 or 504B.285.

Check box if the leased or rental property qualifies as “public housing” as that term is used in Minn. Stat. § 504B.268., subd. 1.

Check box if the tenancy is affected by a federal or state housing subsidy program through project-based federal assistance payments, the Section 8 program, as defined in Minn. Stat. § 469.002, subd. 24; the low-income housing tax credit program; or any other similar program. Name of agency that administers the housing subsidy program: _____

Check box if there are more than two plaintiffs or more than two defendants. List the information for the other parties on the *Additional Litigants Form*, HOU125.

1. **Rental Agreement (Lease)**

Landlord leased or rented the property located at:

Address: 767 Robert Street S

Apartment # _____

City, State, Zip: saint paul, MN 55107

County: Ramsey

Includes a garage Does not include a garage

The agreement for the property, beginning from Feb 2026 (date), and ending Mar 2026 (date), is an ORAL or WRITTEN agreement and is for: (check all that apply)

Payment of Rent. The current due and payable under this agreement each month is \$ \$2500.00 due on the 15 day of the month.

Exchange of Services. The agreement for exchange of services was: (explain)

➔ **IMPORTANT!** If there is a **written agreement (lease)**, you must include the written lease, or most recent written lease in existence, and any relevant lease addenda, with this *Complaint*. If alleging non-payment of rent, you must attach a detailed, itemized accounting, or statement listing the amounts due.

2. **Notice of Right of Possession by Landlord for Residential Leases**

Landlord having present right of possession of the residential property, has followed Minn. Stat. § 504B.181 by: (you must check either A **and** B, or C)

a. Informing the Tenant, either in the rental agreement or otherwise, before the 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**

b. Posting in an obvious place on the property a printed or typewritten notice that includes the information above. Explain where the notice is posted:
Handed over to tenants as well as message a copy of termination. The letter is posted on the front window

OR

- c. The Tenant knew of the name and address of the person authorized to manage the property and accept and give receipt for notices and demands, at least 30 days before the filing of this action, because:

3. Grounds for Eviction

Landlord seeks to have the Tenant evicted for the following reasons: (check all that apply)

- a. The Tenant is still in possession of the premises and has failed to pay rent for the month(s) of _____ in the amount of \$ \$2500.00 per month, payable on the 15 day of each month, for a total due of \$ _____.

For Residential Leases Only: A written notice pursuant to Minn. Stat. § 504B.321 subd. 1(a) was served on Tenant _____ (date), which was at least 14 days before filing this eviction complaint. The written notice, along with a detailed, itemized accounting or statement listing the amounts due, is attached.

- b. The Tenant failed to vacate the property after written notice was given: (check all that apply)
- Landlord gave written notice to Tenant on 3/15/2026 (date) to vacate the property by 3/30/2026 (date). Tenant has failed to vacate the property. Attach copy of written notice to vacate.
 - Tenant gave written notice to Landlord on _____ (date) that they would vacate the property by _____ (date). Tenant has failed to vacate the property. Attach copy of written notice to vacate.

- c. The Tenant has broken the terms of the rental agreement by the following: (Explain, in detail)
- The specific clause of the agreement that was violated;
 - The dates and description of what happened that violated the agreement; and
 - Which section of the agreement gives the landlord the right to evict tenant for breaking the terms of the rental agreement.

d. The Tenant has breached the covenants as stated in Minn. Stat. § 504B.171 by:
(Explain, in detail, what happened including dates.)

e. The Tenant defaulted on the mortgage, and the property has been sold at a Sheriff's sale. The Redemption period has expired, and Plaintiff is entitled to possession.

f. The Tenant defaulted on a Contract for Deed and is holding over after proper cancellation of the contract.

4. The Landlord seeks judgment against above Tenants for restitution of said premises plus costs and disbursements.

5. Tenant #1 date of birth: _____ / Unknown
Tenant #2 date of birth: _____ / Unknown
If a tenant is a business, leave this section blank for that tenant.

6. Military status for Tenant:
Tenant #1 is in the military service / is not in the military service / Unknown
Tenant #1 is in the military service / is not in the military service / Unknown
If a tenant is a business, leave this section blank for that tenant.

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

******Notice: A licensed attorney must sign the *Complaint* and appear in court on behalf of a corporation or LLC. ******

Date: 3/30/2026

/s/ Bhargav Gangadhara

Signature

Name: BHARGAV GANGADHARA

County and state where signed:
Ramsey County, Minnesota

Address: 3129 Stephen pace trail

City, State, Zip: hunterville, NC 28078

Phone: 651-494-7376

Email: bhargavmtechmem@gmail.com

ECCR ADDENDUM – UPDATED TENANTS

This Easements, Covenants, Conditions & Restrictions Addendum is incorporated into the Residential Lease Agreement.

Property Address: 767 Robert St S, Saint Paul, MN 55107

Tenant 1: Katherine Holzmer

Email: holz0151@yahoo.com

Current Address: 1920 Oakdale Ave Apt 111, West Saint Paul, MN 55118-3551

Tenant 2: Derek Galatovich

Email: derekjaygee@gmail.com

Current Address: 352 21st Ave S Apt 2C, South Saint Paul, MN 55075-2118

Landlord: Dr. Bhargav Gangadhara

Tenant Signatures:

Katherine J. Holzmer
02-05-2026 09:18:54 AM CST - 2-1
Katherine Holzmer: _____ Date: 02/05/2026

Derek Galatovich
02-05-2026 02:44:51 PM CST - 3-2
Derek Galatovich: _____ Date: 02/05/2026

Bhargav Gangadhara
02-05-2026 10:31:51 PM UTC - 4-6
Landlord Signature: _____ Date: 02/05/2026

LEAD-BASED PAINT DISCLOSURE – UPDATED TENANTS

LEAD-BASED PAINT DISCLOSURE (MINNESOTA)

Property Address: 767 Robert St S, Saint Paul, MN 55107

Landlord: Dr. Bhargav Gangadhara | Phone: 651-494-7376

Tenant 1: Katherine Holzmer

Email: holz0151@yahoo.com

Current Address: 1920 Oakdale Ave Apt 111, West Saint Paul, MN 55118-3551

Tenant 2: Derek Galatovich

Email: derekjaygee@gmail.com

Current Address: 352 21st Ave S Apt 2C, South Saint Paul, MN 55075-2118

Tenant Acknowledgment:

By signing below, tenants acknowledge receipt of the EPA pamphlet and disclosure.

Katherine J. Holzmer
02-05-2026 09:18:54 AM CST - 2-2
Katherine Holzmer: _____ Date: 02/05/2026

Derek Galatovich
02-05-2026 02:44:51 PM CST - 3-1
Derek Galatovich: _____ Date: 02/05/2026

Bhargav Gangadhara
02-05-2026 10:31:51 PM UTC - 4-6
Landlord Signature: _____ Date: 02/05/2026

MINNESOTA RESIDENTIAL LEASE AGREEMENT – REVISION 5

This Residential Lease Agreement ("Lease") is made between the Landlord and Tenant(s) listed below.

1. PARTIES

Landlord:

Dr. Bhargav Gangadhara

Phone: 651-494-7376

Tenants:

1) Katherine Holzmer

Email: holz0151@yahoo.com

Current Address: 1920 Oakdale Ave Apt 111, West Saint Paul, MN 55118-3551

2) Derek Galatovich

Email: derekjaygee@gmail.com

Current Address: 352 21st Ave S Apt 2C, South Saint Paul, MN 55075-2118

2. PROPERTY

Address: 767 Robert St S, Saint Paul, MN 55107

3. TERM

Lease Start (Move-In): ~~February 11, 2026~~ 02/15/2026

Lease End: ~~February 10, 2027~~ Month-to-month

4. RENT

Monthly Rent: \$2,500

Due Date: 15th of each month, payable in advance.

Late Fees:

Rent unpaid after the statutory grace period permitted under Minnesota law may incur a late fee not exceeding the maximum amount allowed by law.

Maximum Late Fee: \$190. Repeated late payments constitute a material lease violation.

5. SECURITY DEPOSIT

Amount: \$1,700

Deposit Due Date: March 1, 2026

The security deposit shall be held and returned in accordance with Minnesota law.

6. UTILITIES

Tenant Pays: Electricity, Natural Gas

Landlord Pays: Water, Sewer, Trash

7. OCCUPANCY

Maximum of five (5) occupants.

8. USE & CARE

Residential use only. Tenant shall maintain cleanliness and comply with all laws.

9. MAINTENANCE

Landlord maintains habitability. Tenant responsible for damage beyond normal wear and tear.

10. PETS & SMOKING

No pets without written approval.

Smoking/vaping prohibited.

11. RENTERS INSURANCE

Tenant must maintain renters insurance with minimum \$400,000 personal liability coverage throughout the lease term.

Proof required prior to move-in and upon renewal.

12. LEAD-BASED PAINT DISCLOSURE

Property built before 1978.

Required federal Lead-Based Paint Disclosure and EPA pamphlet provided and acknowledged.

13. DEFAULT & REMEDIES

Nonpayment or breach constitutes default; remedies as allowed by Minnesota law.

14. GOVERNING LAW

Minnesota law governs this Lease.

15. ENTIRE AGREEMENT

This document constitutes the entire agreement.

SIGNATURES

Landlord: *Bhargav Gangadhara* Date: 02/05/2026
02-05-2026 10:31:51 PM UTC - 4-5

Tenant (Katherine Holzmer): *Katherine J. Holzmer* 02-05-2026 09:18:54 AM CST - 2-10 Date: 02/05/2026

Tenant (Derek Galatovich): *Derek Galatovich* 02-05-2026 02:44:51 PM CST - 3-9 Date: 02/05/2026

LANDLORD & TENANT HANDBOOK - UPDATED TENANTS

MINNESOTA LANDLORD & TENANT HANDBOOK (INCLUDED)

Property Address: 767 Robert St S, Saint Paul, MN 55107

This handbook is provided for informational purposes.

Tenant 1: Katherine Holzmer

Email: holz0151@yahoo.com

Current Address: 1920 Oakdale Ave Apt 111, West Saint Paul, MN 55118-3551

Tenant 2: Derek Galatovich

Email: derekjaygee@gmail.com

Current Address: 352 21st Ave S Apt 2C, South Saint Paul, MN 55075-2118

Acknowledgment of Receipt:

Katherine J. Holzmer
02-05-2026 09:18:54 AM CST - 2-2
Katherine Holzmer: _____ Date: 02/05/2026

Derek Galatovich
02-05-2026 02:44:51 PM CST - 3-1
Derek Galatovich: _____ Date: 02/05/2026

Landlord: Dr. Bhargav Gangadhara

Bhargav Gangadhara
02-05-2026 10:31:52 PM UTC - 4-5
Signature: _____ Date: 02/05/2026

MONTH-TO-MONTH TENANCY TERMINATION NOTICE (MINNESOTA)

To:

Katherine Holzmer

1920 Oakdale Ave Apt 111

West Saint Paul, MN 55118-3551

Derek Galatovich

352 21st Ave S Apt 2C

South Saint Paul, MN 55075-2118

RE: Termination of Month-to-Month Tenancy

Property Address: 767 Robert St S, Saint Paul, MN 55107

This notice is provided pursuant to Minnesota law governing month-to-month tenancies.

PLEASE TAKE NOTICE that the month-to-month tenancy for the above-referenced property will be terminated if at least one full rent is not paid, as required by Minnesota law.

Tenant(s) are required to vacate the premises and return possession to the Landlord on or before the termination date stated above. Rent remains due through the termination date. All keys, garage openers, and access devices must be returned at move-out.

Tenant(s) are expected to leave the premises clean, free of personal property, and in substantially the same condition as at move-in, ordinary wear and tear excepted.

This termination is provided without cause and does not waive the Landlord's right to pursue unpaid rent, damages, or other remedies allowed by Minnesota law.

Landlord:

Dr. Bhargav Gangadhara

Phone: 651-494-7376

Signature: *Bhargav Gangadhara*
02-05-2026 10:31:52 PM UTC - 2-1

Date: 02/05/2026