

James W. Bush  
1391 Hazelwood Street, Apt. 10  
Saint Paul, MN 55106  
(651) 330-4893;  
[Jimbush47@hotmail.com](mailto:Jimbush47@hotmail.com);

**RECEIVED**  
**DEC 13 2024**  
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9 December 2024

Via USPS Certified Mail No. 7017 3040 0001 0445 7654/ Return Receipt Requested

Rent Stabilization

City of Saint Paul

15 W. Kellogg Blvd., City Hall

Saint Paul, MN 55102

Dear Rent Stabilization:

This is to make complaint against Penelope A. Brown, d/b/a Hazelwood Street Properties L.L.C., (hereinafter "Brown"), pursuant to Chapter 193A, Residential Rent Stabilization, of the City of Saint Paul's Legislative Code, for unlawful rent increases.

**Relevant Law**

Chapter 193A of Title XIX of the City of Saint Paul's Legislative Code

Section 193A.04 Limitation of rent increase.

No landlord shall demand, charge, or accept from a tenant a rent increase within a 12-month period that is in excess of three (3) percent of the existing monthly rent for any residential rental property . . . .

Section. 193A.03 Definitions. (relevant provisions, with emphasis added)

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meaning indicated in this section:

(l) Housing Services. Housing services include but are not limited to repairs, maintenance, painting, light, hot and cold water, elevator service, window shades or screens, storage units, kitchen, bath, and laundry facilities and privilege, janitorial services, utilities that are paid by the landlord, refuse removal, furnishings, telephone services, **vehicle parking spaces**, the right to have a specific number of occupants, and any other benefit, privilege

or facility connected with the use of occupancy of any rental unit. Housing services to a rental unit shall include a proportional part of services provided to common facilities of the building in which the unit is contained.

(x) Residential rental unit, rental unit, or unit. Any dwelling unit, or a portion of a dwelling unit, that is rented or otherwise made available for rent for residential use or occupancy, **together with all housing services** connected with the use or occupancy of such property.

(y) Residential rental property means a property or a portion of property that is classified for occupancy as residential under Minnesota State Building Code or Minnesota Residential Code.

### **Facts and Circumstances of the Violation**

The 3% rent limitation mandated by Section 193A.04 applies to residential rental property, which by Section 193A.03(y) includes residential rental units, which by Section 193A.03(x) includes housing services, which by Section 193A.03(l) includes vehicle parking spaces.

Thus, any 3% rent increase must be applied to the combined rent of a rental unit and the connected vehicle parking space. A landlord cannot charge a higher percentage for renting a vehicle parking space connected with the use or occupancy of the rental unit.

In August, 2024, Brown sent rent increase notification letters to James W. Bush (attached) and other tenants in Brown's Hazelwood Street complex raising the rent on the rental unit by 3%, and separately, raising the rent on our garaged vehicle parking space from a monthly rate of \$75 to \$100, an unlawful increase of 33%.

It should be noted that 1391 Hazelwood Street and its companion property at 1399 Hazelwood Street have 13 vehicle parking spaces in garages, and an additional 12 non-garaged vehicle parking spaces for rent by tenants. It is likely that every tenant who rents an assigned vehicle space had received rent increase letters with unlawful increases (I know of several others as the result of conversation), although the non-garaged vehicle parking spaces are typically at a lower base rate.

I ask that the Rent Stabilization require that Brown immediately disgorge the accumulated unlawfully collected excess rent, and issue amended rent increase notifications with lawful increases. Although Brown has obtained a rent exception determination now under appeal, there is no provision for retroactive application, and Brown should not be permitted to apply the excess payments as an offset to future rent. Such an arrangement would further penalize tenants, delaying refund of their illegally collected funds, and provide an accommodation to a landlord that has violated the law.

Further, the fact that Brown applied for a rent exception under the rent stabilization ordinance at the very time she was violating it, without disclosing her violation, is duplicitous and bad faith. Such action should be given serious consideration in reversing the rent exception determination, requiring reapplication after the illegally corrected rents

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are refunded, opportunity for tenant input, and further, given the bad faith non-disclosure, a thorough audit that includes inspection of documents supporting submitted figures.

Respectfully,

A handwritten signature in black ink, appearing to read "J.W. Bush". The signature is written in a cursive, somewhat stylized font.

James W. Bush

Attachment

*HAZELWOOD STREET PROPERTIES, LLC*

Penelope Brown 4819 Azelia N #11

Brooklyn Center, MN 55429

pennybrown744@gmail.com

James W. Bush

1391 Hazelwood St. Apt #10

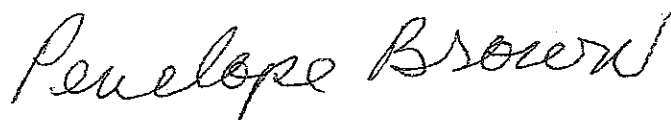
St. Paul, MN 55106

June 24, 2024

Dear Jim,

We will be raising your rent. Beginning August 1, 2024 your rent will increase \$24 (.03%). It will go from \$800 to \$824. The garage will go from \$75 to \$100.

Sincerely,

A handwritten signature in cursive script that reads "Penelope Brown".

Penelope A. Brown