



August 19, 2025

The Honorable Marcia Moermond  
Legislative Hearing Officer  
St. Paul City Hall & Court House  
15 West Kellogg Blvd.  
St. Paul, MN 55102

*via email to [rentappeals@ci.stpaul.mn.us](mailto:rentappeals@ci.stpaul.mn.us)*

**Re: Response to Landlord's August 14 Submission**

Dear Hearing Officer Moermond:

Please see the below response to the August 14, 2025 submission by Scott Day ("Landlord"), which was received by us on August 15.

**First**, contrary to Landlord's assertions, Residents' habitability concerns are not "minor." Decks of Residents' units wobble simply by pushing them. There are holes in floors. Residents in multiple units have windows that do not properly shut or lock. Exterior windowsills are rotting and have flaking paint that is presumed to contain lead. Foundations are crumbling, allowing for water infiltration and the development of mold. As recently as August 15, 2025, there has been serious flooding problems in at least one of the buildings. (See attached videos.) These are not "minor" concerns. They implicate Resident health and safety, in addition to negatively impacting the usability of Residents' units and common areas.

Residents do acknowledge that the kitchen floor in Unit 6 has been re-tiled and that a smoke detector in Unit 11 has been replaced. Those activities have been appreciated by the residents who live in Units 6 and 11. However, since the hearing, the majority of other Residents have not been contacted by the Landlord to discuss or schedule repairs. Thus, it is unclear what the Landlord's plan is for addressing the remaining problems, and how he will complete the necessary repairs and maintenance by September ("if not earlier").

As it relates to Unit 12, the resident of that unit is unaware of what "minor window repair" is being conducted in her unit, as she has not been contacted about such a repair, nor had she complained about the condition of her windows. Moreover, there has been no mold abatement performed in Unit 12 at any period after the rent-increase appeal was submitted on June 12, 2025, thus the resident is unclear what that Landlord is referring to in his letter. Unit 12 did have mold-remediation work performed after such work was ordered by the City in the fall of 2024. The residents of Unit 12 had tried getting the mold problem resolved with Landlord prior to contacting the City in fall 2024, but their request for repairs was ignored. (Johnson Decl. at ¶ 3.) And, as documented in Residents' previously submitted materials and testimony from Ms. Johnson at the

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July 17 hearing, the mold issue has remained present in Unit 12 despite remediation work undertaken before the filing of this appeal. (Johnson Decl. at ¶¶ 3-4; Minutes, pg. 13.)

**Second**, Landlord also wrote that Residents’ “expert could not state the units are inhabitable.” That is correct. John Trostle testified that there are numerous habitability problems with the buildings’ units and common areas and that he would be “very concerned about [his] safety if [he] lived in those units.” (Minutes, pg. 11.)

To the extent that Landlord meant to say Residents’ “expert could not state the units are [*un*]inhabitable,” caselaw makes clear that a unit does not need to be entirely unfit for human habitation in order to violate the covenants of habitability. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court’s finding that tenant, while living at the property, had demonstrated violations of covenants of habitability involving “cracks in the walls; peeling paint; broken window seals,” along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). Nor must a unit be “uninhabitable” in order to violate city code or to experience “substantial deterioration.” *See* SPLC § 193A.06(a)(7), (8).

**Finally**, raising serious habitability concerns in the context of a rent-stabilization appeal is not a “tactic,” as alleged by Landlord. Tenants are entitled to have their rents computed in accordance with the plain language of the Ordinance. Here, Residents received a determination letter indicating that their landlord was approved for apartment-wide rent increases of either 28.52% or 52.16%. Consistent with their rights under the Ordinance, Residents appealed. SPLC § 193A.07(a)(8), (g). The Ordinance not only requires that the Department “must” consider habitability when deciding whether to deviate from the 3% rent cap, SPLC § 193A.06(a)(7), (8), but it also mandates that the city “not grant” a rent-cap exception when the landlord has violated the implied warranty of habitability, *id.* 193A.06(c). In their appeal, Residents identified habitability issues that impacted them and tied those concerns to the plain language of the Ordinance. This is not a “tactic.” This is application of the Ordinance as it is written.

Best regards,

*s/Abbie Hanson*

*s/Emily Curran*

Attorneys, Housing Justice Center

Encl: August 15 2025 Videos 1-3