

## **Timeline relating to Fire Inspection Certificate Matters : 946 Galtier St., St. Paul**

### **CRT 1208 – Owner Judith Martin**

**5/18/11 – received “CORRECTION NOTICE – COMPLAINT INSPECTION” dated 5/13/11, mailed 5/17/11**

Letter from Lisa Martin saying property had been inspected 5/13/11 in response to a referral, that it would be re-inspected on or after 5/18/11. Deficiencies: **#1** condemned as unfit for human habitation until re-inspected & Approved: **#2** provide water supply

Called LM (then City) for explanation and was told water supply had been turned off 5/11/11 for non-payment of bills, and that there would be a \$40 fee added to restore.

**Tenants insist water had never been shut off** but acknowledged in arrears and bills were increasingly large. Called Water Dept (Lisa 651-266-6350). She faxed transcript 5/19/11 and accepted charge card payment via phone. Lisa stated that termination notice had been scheduled to go out warning of pending shutoff for non-payment. Discussed possible reasons for extraordinary usage. She confirmed usage way too high – bills running \$200-250/qtr – concluded there must be a leaking toilet or other significant leak. Changed billing address for water bills to mine until situation is resolved.

Tenants couldn't identify source of leak, so Lisa (SPRWS) mailed blue tablets to tenants.

**5/19/11 – “NOTICE OF CONDEMNATION UNFIT FOR HUMAN HABITATION ORDER TO VACATE”**

Starts by saying property was inspected 5/19 and found unsafe – same two deficiencies re: mistaken belief that the water had been shut off. Added **#3** heating facility inspection test and fuel burning safety test and **#4** smoke detector affidavit.

I called Lisa Martin and City, was told the condemnation notice was lifted, and **first** inspection was scheduled for **June 10, 2011**, at 10:00 a.m.

Scheduled Sedgewick Heating to perform all of the required tests on the furnace, check smoke and carbon monoxide detectors and prepare the affidavit the City requires. Total cost \$579 to provide all on a furnace that was installed in 2006

**Bill Beimer of Ramsey Cty Inspections called 6/8 to cancel 6/10/11. Lisa Martin re-schedule to 7/ 12**

**7/12/11 - 1<sup>st</sup> Inspection took place.** Tenants presented fire inspection documentation to L Martin. She told them to keep the originals because they might need them. Also told tenant a variance could be granted re: the egress window.

**7/15/11 – received “FIRE INSPECTION CORRECTION NOTICE” dated July 12, 2011**

Listed 10 deficiencies, including #10 being the reports that had been provided to her during the 7/12/11 inspection, the egress window, exterior doors, carpet, etc and stating property would be re-inspected 8/16/11

**7/21/11 - Filed Appeal,** requesting a minimum of 60 days due to tenant’s illness and extent of work required, protesting #10 alleged non-compliance with Fuel Burning Safety Equipment reports and #6 egress window variance, and requesting clarification of other items. **Told the Appeal was considered withdrawn unless I attend the hearing, which I was unable to do.**

**8/30/11 -** received notice of rescheduled Appeal hearing on 9/6/11 – emailed by Mai Vang.

**9/6/11 - “FIRE INSPECTION CORRECTION NOTICE”**

**Said property was inspected 7/13/11 (wrong date) and stating that a re-inspection would “be made on 10/3/11 at 9am per the hearing”. In response to my Appeal, with re-submission of all paperwork relating to the furnace tests, the correction removed that deficiency (#10).**

Called Lisa M and City to advise of inability to comply with 10/3/11 date – tenant Scott hospitalized following liver transplant 8/19/11, trying to get everything done while he’s out of house. Interior work not complete.

**10/3/11 - “RE-INSPECTION FIRE CERTIFICATE OF OCCUPANCY WITH DEFICIENCIES 946 GALTIER ST dated 10/3/11**

**Says building was re-inspected on October 3, 2011, which it was not, and re-scheduled for 10/20/11. Tenant SB had not yet been discharged from hospital following liver transplant surgery, tenant LB was at work all day and at least one workman was present and stated that no inspector came to inspect the property. Deficiency list still includes work on the two exterior doors, one of which (side) had been replaced 9/15/11 and the other (front) had been replaced 9/30/11. Would have been visible from the exterior had anyone shown up to inspect despite the re-scheduling.**

- 10/19/11 - FAXED response with request for no inspection until after 10/31. Tenant still in hospital, work not yet done and noting that deficiency regarding egress window not yet removed from deficiency list, although variance had been granted 9/6/11.**
- 10/19/11 - Received “REVISED LETTER” re: appeal, confirming that variance on egress window had been granted and that I could appear at the City Council meeting 10/5 to contest**
- 10/20/11 - “RE-INSPECTION FIRE CERTIFICATE OF OCCUPANCY WITH DEFICIENCIES 946 GALTIER”**
- Says building was inspected on 10/3/11 (see above). Final re-inspection scheduled for 11/1/11. Still listed doors as a deficiency, but egress window removed from list of deficiencies.**
- Source of leak (under laundry room floor) not determined until 10/13/11 when they tore up the floor. Leak repaired but couldn’t finish floors until hatch door (ordered) arrived. Not done in time for 11/1/11, so tenant Laura Buford contacted Lisa Martin to re-schedule. Lisa Martin left voicemail for tenant stating 11/18/11. Contractor’s work completed 12/3/11.**

**Until Notice of this Hearing, have not received any further notices or bills from the City, or detail as to what this assessment is for. No detail is available on the website.**

**Question - Since water never had been shut off, fire certificate documentation was all provided at initial inspection, egress window variance was granted 9/6/11 and completed door replacements were visible from exterior by 9/30/11, was it really necessary to re-inspect anyway for carpet replacement and cabinet door replacement when I submitted repair receipts?**

**Financial cost - \$20,000, including work that needed to be done to repair the water leak, repaint and recarpet throughout while sick tenant out of the house**

**Hassle factor – immeasurable. Have owned rental properties in other locations and never had to deal with issues like this. This process is a tremendous disincentive to landlords to own rental property in St. Paul – especially property that is affordable to lower income tenants .**

**Judith Martin**