



**ANASTASI  
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A Professional Association

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November 15, 2011

Ramsey County Courthouse  
Ramsey County Housing Division  
15 Kellogg Blvd West, Room 170  
St. Paul, MN 55102-1618

**VIA HAND DELIVERY**

RE: *The George Group North, LLC/Xava Tidwell*  
Court File No.: \_\_\_\_\_  
Property Address: 1015 York Avenue, Unit 5, St. Paul, Minnesota 55106  
Our File No.: 15949

Dear Sir/Madam:

Enclosed for filing in your office, please find an Unlawful Detainer Complaint Residential Property of Plaintiffs, The George Group North, LLC. Kindly file the same at your earliest convenience and provide the Eviction Summons to be served on the above-named Defendant. We appreciate your professional courtesy in scheduling this matter for a hearing as soon as possible.

Also enclosed, please find our firm check in the amount of \$320.00, as and for your required filing fee.

Thank you for your prompt and courteous attention to this matter. As always, please feel free to contact us should you have any questions.

Sincerely,

  
Stacy A. Woods

SAW/anh

enc.

cc: Robert Grace @ The George Group North, LLC

YOUR LEGAL DEPARTMENT<sup>®</sup>  
AnaLawFirm.com



4. Pursuant to the terms of the Lease, Tenant is required to pay to Landlord monthly rent in the amount of Six Hundred Seventy Five Dollars (\$675.00), throughout the term of the Lease ("Rent"), on the first day of each and every month.

5. Tenant has failed to make the payment of Rent to Landlord for November, 2011.

6. As of November 15, 2011, Tenant has failed to make payment to Landlord in the amount of Six Hundred Seventy Five Dollars (\$675.00).

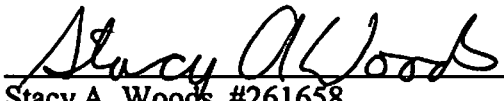
7. On December 1, 2011, Tenant shall also become obligated to Landlord for Rent for the month of December, 2011.

8. Tenant has unlawfully retained possession of the Property and Landlord respectfully requests the immediate return of possession of the Property, together with the costs of filing and serving this action.

9. Landlord, pursuant to the terms of the Lease, is also entitled to payment of all attorneys' fees incurred by Landlord.

**ANASTASI & ASSOCIATES, P.A.**

Dated: November 15, 2011

  
\_\_\_\_\_  
Stacy A. Woods, #261658  
Anne K. Stouff, #388062  
Attorneys for Plaintiffs  
14985 60<sup>th</sup> Street North  
Stillwater, MN 55082  
(651) 439-2951  
#15949

**ACKNOWLEDGMENT**

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorneys' and witness fees may be awarded pursuant to Minn. Stat. §549.211, Subd. 2, to the party against whom the allegations in this pleading are asserted.

*Stacy A Woods*  
\_\_\_\_\_  
Stacy A. Woods, #261658

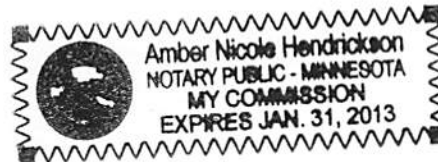
**VERIFICATION**

Stacy A. Woods, Esq., being one of the attorneys representing The George Group North, LLC, a Minnesota limited liability company, the named Plaintiff herein, being duly sworn, states that she has read the Complaint, and that it is true to her own knowledge, to the best of information and belief.

*Stacy A Woods*  
\_\_\_\_\_  
Stacy A. Woods, #261658

Subscribed and sworn to before me  
this 15<sup>th</sup> day of November, 2011.

*Amber Hendrickson*  
\_\_\_\_\_  
Notary Public



**RESIDENTIAL LEASE**

THE MINNESOTA ATTORNEY GENERAL'S OFFICE HAS  
 CERTIFIED THAT THIS LEASE COMPLIES WITH THE  
 MINNESOTA PLAIN LANGUAGE CONTRACT ACT.

(Minnesota Statutes, Sections 325G.29-325G.36). Certification of a contract by the Attorney General under the  
 plain language contract act is not otherwise an approval of the contract's legality or legal effect.



RESIDENTS: (list all persons, and their dates of birth, who will live in the apartment)

Xava Tidwell, April 2, 1962 Son 10-08-92  
 DESTIN HOWELL

MANAGEMENT: (enter company name if applicable) Durand & Associates Property Management Company  
 162 Hardman Avenue S., So. St. Paul, MN 55075

STREET ADDRESS OF PREMISES (Apartment) 1015 York Avenue, St. Paul, MN 55106

APARTMENT NO. 5 DURATION OF LEASE (enter number of months or month-to-month) 12 Months

STARTING DATE OF LEASE 1/1/2011 DATE THIS LEASE ENDS (if appropriate) 12/31/2011 @ Noon

NOTICE PERIOD (the NOTICE PERIOD is one full month, unless this LEASE states a different notice period) 60 Days from the

MONTHLY APARTMENT RENT \$ 695.00 SERVICE CHARGE \$ 25.00 (see item #4) of the month

OTHER MONTHLY RENT CHARGES (e.g. garage) \$

TOTAL MONTHLY RENT \$ 675.00 SECURITY DEPOSIT \$ 695.00

UTILITIES INCLUDED IN RENT:  Heat  Hot and Cold Water  Other Trash

UTILITIES PAID BY RESIDENT:  Electricity  Telephone  Other Cable / DSL

(the following is required by Minnesota Statutes, Section 54B.161)

Authorized Manager of Apartment: Durand & Associates Property Management  
 Address: 152 Hardman Avenue S., So. St. Paul, MN 55075

An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demands is  
 Durand & Associates Property Management Company  
 162 Hardman Ave. S., So. St. Paul, MN 55075  
 Address:

\*Where appropriate, singular terms used in this Lease include the plural, and pronouns of one gender include both genders.

Additional Agreements (if any) If Management brings any legal action against Resident, Resident must pay Management  
Legal Administrative fees even if rent is paid after legal action is started  
Payments received after the 5th of the month will result in a service charge of \$25.00  
being added to your account. Checks returned by the bank as NSF will result in a \$29.00 fine.  
\*\* \$20.00 concession each month due to 1-year Lease.

Management (acting as agent for owner of the premises) and Resident agree to the terms of this Lease and any attachments that may be made part of this lease.

MANAGEMENT

Durand & Associates Property Management Company

by

Date Signed

Xava Tidwell  
 (Resident)  
 (Resident)  
 (Resident)  
 Date Signed  
 Resident acknowledges receipt of the Lease by signature on this document

**TERMS OF THIS LEASE**

**A. RENT**

1. **PAYMENT:** RESIDENT will pay MANAGEMENT the full monthly rent before midnight of the first day of each month while this lease is in effect and during any extensions or renewals of this Lease. Rent will be paid as required by MANAGEMENT.
2. **WHO IS RESPONSIBLE FOR RENT:** Each RESIDENT is individually responsible for paying the full amount of rent and any other money owed to MANAGEMENT.
3. **DUTY TO PAY RENT AFTER EVICTION:** IF RESIDENT is evicted because RESIDENT violated a term of this Lease, RESIDENT must still pay the full monthly rent until: 1) the Apartment is re-rented; 2) the DATE THIS LEASE ENDS; or 3) if the Lease is month-to-month, the next notice period ends. If the Apartment is re-rented for less than the rent due under this lease, RESIDENT will be responsible for the difference until the DATE THIS LEASE ENDS or, if the Lease is month-to-month, until the end of the next notice period.
4. **LATE RENT SERVICE CHARGE AND RETURNED CHECK FEE:** RESIDENT will pay the SERVICE CHARGE listed above if RESIDENT does not pay the full monthly rent by the 5<sup>th</sup> of day of the month. RESIDENT also will pay a fee of \$25 for each returned check. See section

**B. USE OF APARTMENT**

5. **OCCUPANCY AND USE:** Only the persons listed above as RESIDENTS may live in the Apartment. Persons not listed as RESIDENTS may live in the Apartment only with the prior written consent of MANAGEMENT. RESIDENTS may use the Apartment and use for normal residential purposes only.
6. **SUBLETTING:** RESIDENT may not lease the Apartment to other persons (sublet), assign this Lease or sell this Lease without prior written consent of MANAGEMENT.
7. **RESIDENT PROMISES:** 1) Not to act in a loud, boisterous, unruly or thoughtless manner or disturb the rights of the other residents to peace and quiet, or allow his/her guests to do so; 2) to use the apartment only as a private residence, and not in any way that is illegal or dangerous or which would cause a cancellation, restriction or increase in premium in MANAGEMENT'S insurance; 3) not to use or store on or near the Apartment any flammable or explosive substances; 4) not to interfere in the management and operation of the Apartment building; 5) that the Apartment, common areas, or area surrounding the building will not be used by the RESIDENT, any member of the RESIDENT'S household, any guest of the RESIDENT, or by anyone acting under his/her control to manufacture, sell, give away, barter, deliver, exchange, distribute, possess or use any illegal drugs; or to engage in prostitution or any prostitution related activity; or to unlawfully use or possess any firearm; or to allow any stolen property on the premises.