

**Appeal of the Department Determination for  
934, 938, & 942 Ashland Avenue**

**Appellants' Declarations**

Jill Ackerman

Vincent Cornell

Ehren Stemme

Kayla Simonson

Jessica Skaare

Autumn Buel

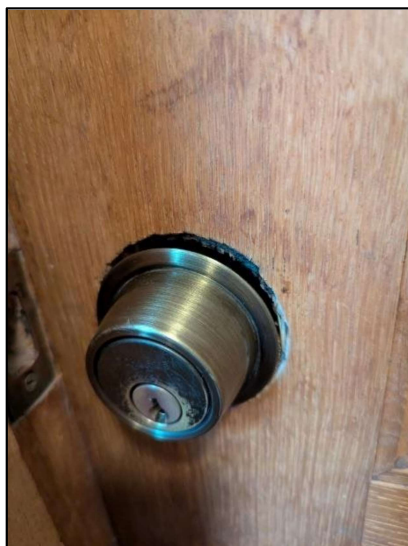
Samuel Perkins & Chloe Cable

Lillian Johnson

## DECLARATION OF JILL ACKERMAN

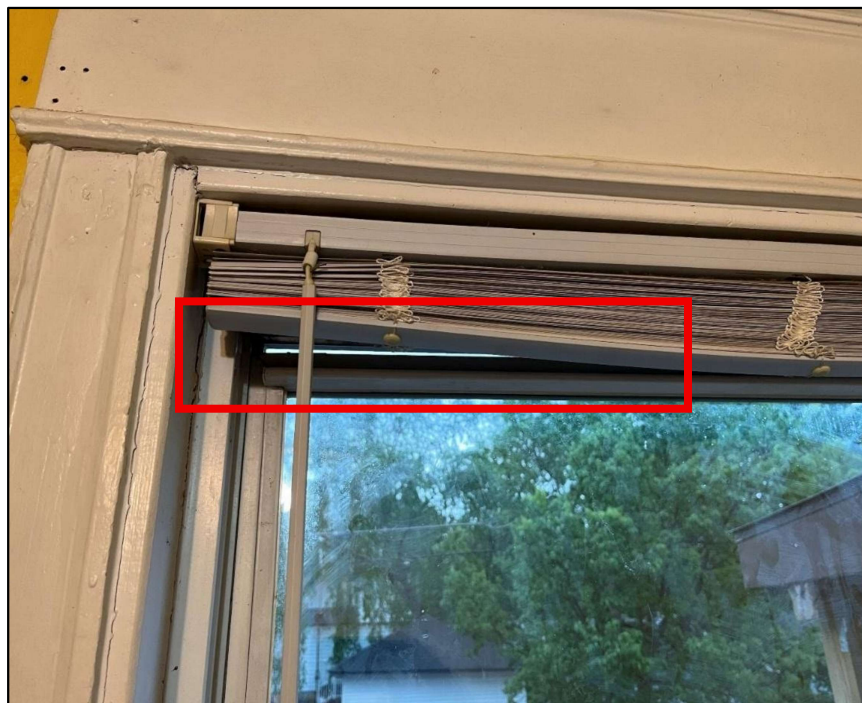
1. My name is Jill Ackerman. I am a tenant at 934 Ashland Avenue, Unit 1, Saint Paul, MN 55104 (“Ashland Apartments”). I have lived at Ashland Apartments since July 1, 2023. My current rent is \$1,200. I was on a one-year term lease that expired July 1, 2025, and am currently month-to-month with the same \$1,200 rent. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. The locks on my front door do not work or need repair. The lock on my front doorknob does not work and I cannot use it to secure my apartment. The deadbolt on my front door is loose (pictured below; picture taken on May 13, 2025).



I am concerned that the loose deadbolt could be taken advantage of by someone to gain access to my unit. Both locks have been defective since I moved in.

3. The windows in my living room and kitchen malfunction. The top panes of those windows slowly fall down, leaving a gap at the top of my window. This problem has occurred ever since I moved into my apartment. A picture showing what my kitchen window looks like when it begins to fall down is shown below, with the gap outlined in red. The window in the kitchen stays up only because I use a wooden dowel to prop it closed; it opens about a foot or more if I do not prop it.



Although my kitchen window is elevated off the ground, my living room windows are accessible from the street. Both of my living room windows sag, and one of my living room windows also does not lock. Thus, I am concerned that someone could take advantage of my sagging and/or non-locking living room windows to gain access to my unit. A picture showing what one of my living room windows looks like when it begins to fall down is shown below, with the gap outlined in red. My living room windows only stay fully closed because I push them up at least once a week.



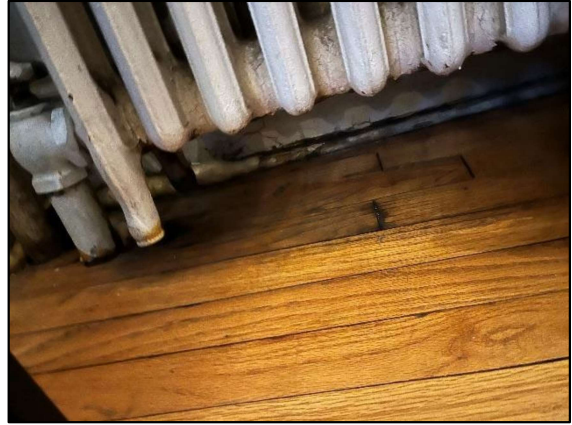
In addition to safety concerns, the sagging windows have posed other problems. First, flies have entered my kitchen through the sagging kitchen window and caused an infestation. This has occurred multiple times. Second, the sagging windows result in inconsistent temperatures and/or drafts in my unit.

4. My bathroom has had water leaking from the ceiling. In May 2025, my shower also began to function poorly. I requested a repair by texting the phone number my landlord, Judy Day, had provided me. Some days after my initial request, Scott Day texted back saying a plumber would come take a look. I asked him to let me know when the plumber was coming. He did not respond to that message. However, a week or two after that text exchange he messaged me and said that he had gone into my unit and made improvements to the shower. He did not provide me any notice that he would be entering my apartment. This made me feel uncomfortable and question the privacy I have in my home.

5. There is a mouse hole in my bathroom. Below is a picture, with the hole outlined in red. I last saw mouse droppings there about 2 months ago.



6. The radiator in my living room floats off the ground and is essentially held up by the apparatus which connects the radiator to the heating pipes. Underneath the radiator there is a gap between my flooring and the wall.



7. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the bathroom. In addition, many of the above issues were present when I moved into the apartment.

8. If the full rent increase is approved and implemented by my landlord, my rent would go from \$1,200 a month to \$1,542 a month. An increase of \$342 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

/s/ Jill Ackerman

Jill Ackerman

## DECLARATION OF VINCENT CORNELL

1. My name is Vincent Cornell. I am a tenant at 934 Ashland Avenue, Unit 5, Saint Paul, MN 55104 (“Ashland Apartments”). I have lived at Ashland Apartments since 2018. My children, who are 9 and 7 years old, also stay with me at the apartment part-time. My current rent is \$875 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. My unit is a basement unit. I have had numerous problems with water infiltration and flooding over the years. These problems have gotten worse the longer I’ve lived here. When it rains, the back stairwell entry to my apartment fills with water. Photos a, b, and c below show flooding of that stairwell and water entry into my unit. The front of my apartment is accessed through a basement area which houses electrical equipment. Photo d shows flooding of that area. Photos a, b, and d are from the recent storm on June 16, 2025. Photo c is from a storm in fall 2024.

a



b



c

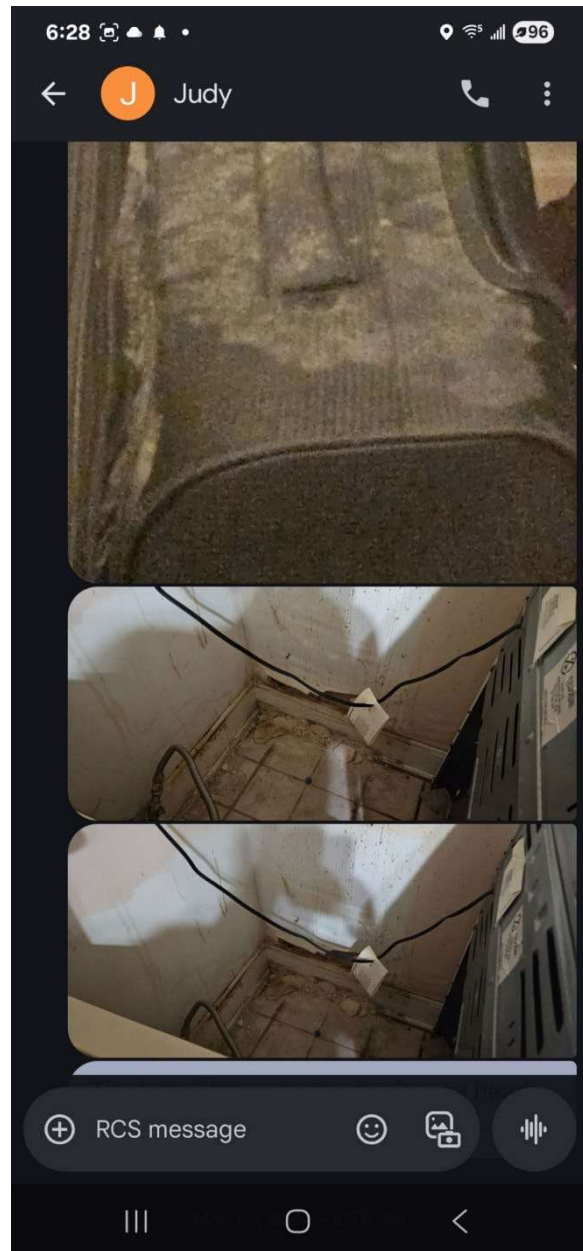


d



3. I have also taken videos of the flooding. The videos “Unit 5 – Back staircase” and “Unit 5 – Front Door,” which are included with this appeal were taken by me during rainstorms. “Unit 5 – Back Staircase” was taken on June 16, 2025 and shows flooding occurring in the back staircase I use to enter my unit. “Unit 5 – Front Door” was taken by me on May 20, 2025 and shows water leaking through the back door into the room that houses electrical equipment and which I must use to access my front door.

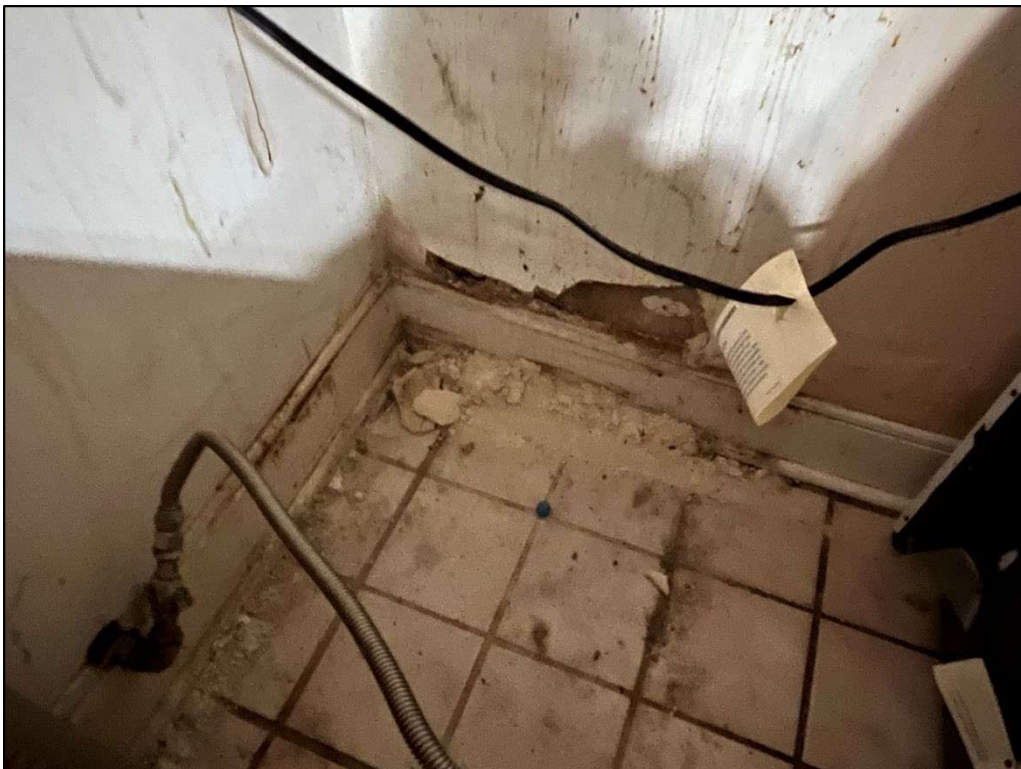
4. I have reached out to Judith Day, my landlord, about the water infiltration issues in my apartment. Below are screengrabs of some of the texts I sent Ms. Day on October 13, 2024 about flooding in my apartment, damage to the wall behind my oven, the presence of black mold, and property damage of at least \$500. Nothing was done to fix the flooding problem, the damage to the wall behind my oven, remediate the black mold, or compensate me for my damaged property.



5. The water filtration issues have led to, what I believe is, mold in my apartment. Because of my concern over the mold, I have my children sleep in the living area, as opposed to their bedroom, because I believe their bedroom has mold in it. Below is a photo of my mold forming in the grout and caulking of the window in my bathroom.



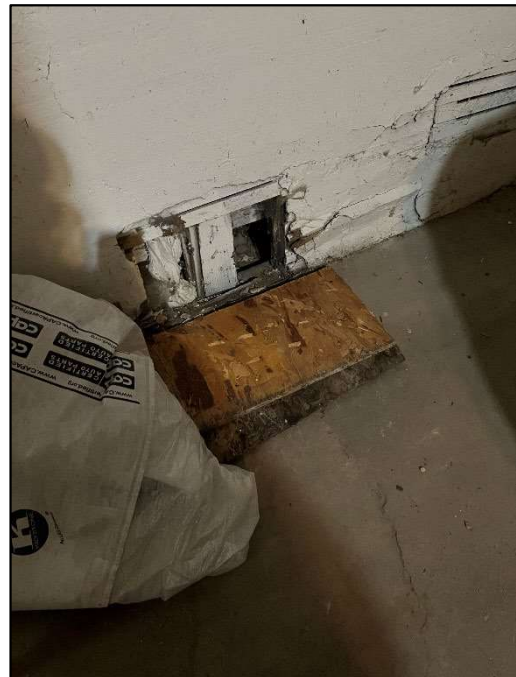
6. I also believe the water infiltration caused damage to the wall behind my oven, a picture of which is below. As shown in the screengrabs found in paragraph 4, I told my landlord about this damage.

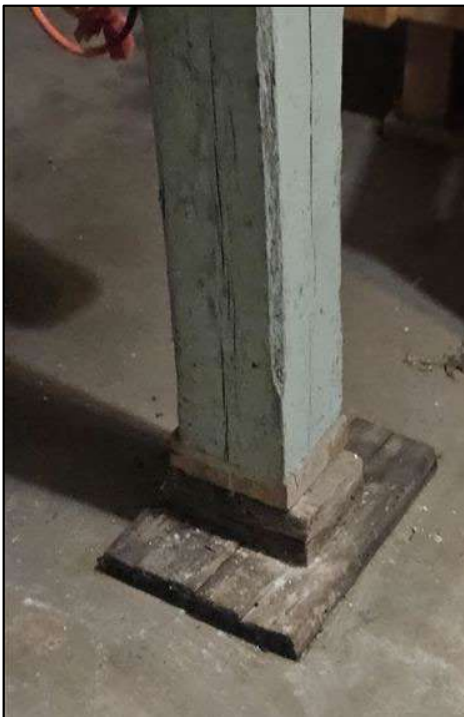
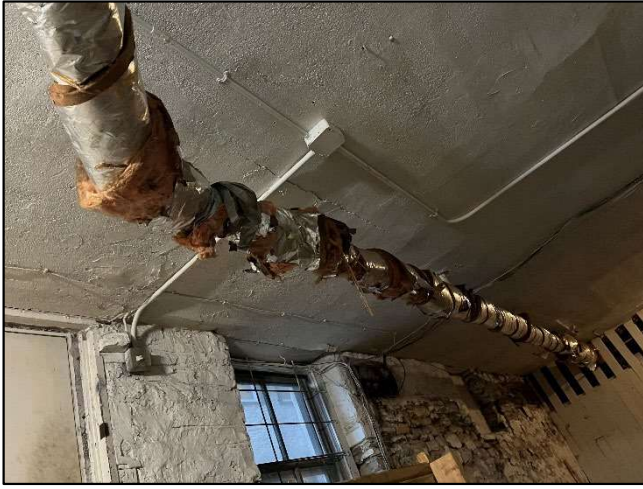


7. Apart from the locations which have obvious leaking, there are areas outside my apartment with gaps that I believe also lead to water infiltration. Below is a picture of the window above my back door. The insulation-like material surrounding the window has large gaps.

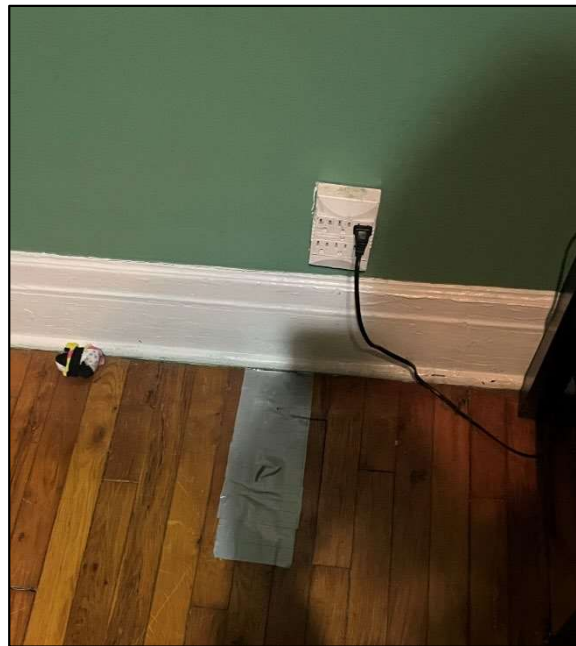
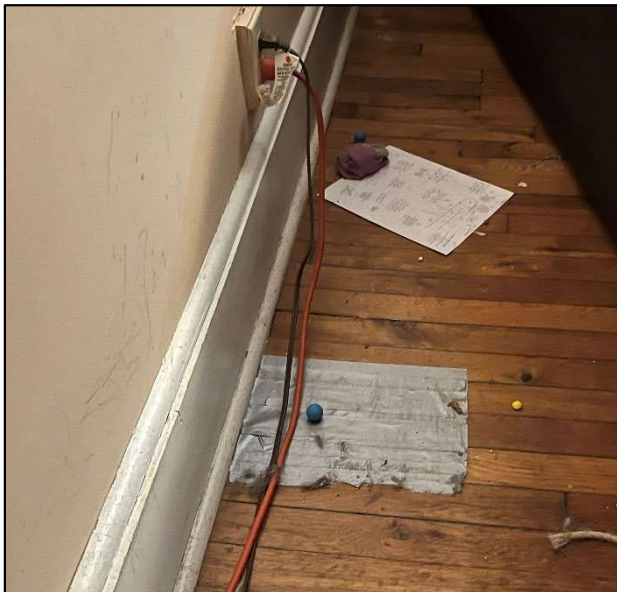


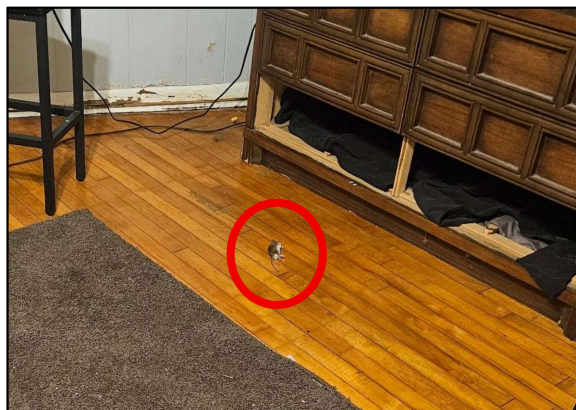
8. As noted above, the front door to my unit is accessed via a room which houses electrical equipment. I am allowed to access that room and store property in that room. I use that room to store my workout equipment, my children's bikes, some of my motorcycle equipment, and other miscellaneous items. The walls in that room are crumbling. There is old wiring that is exposed. The piping is covered haphazardly, presumably covering asbestos-containing insulation. There are holes in the ceiling and walls. The foundation support has a wooden block underneath. Below are pictures. A video showing me moving the wall is also included with this appeal, titled "Unit 5 – movable wall."





9. There are multiple holes in the floor of my apartment. I've resorted to covering the holes with duct tape. There are also gaps between my floor and walls. I believe the holes in my floor and the gaps in my walls contribute to pests. Below are pictures of the holes and gaps mentioned, along with a picture of a mouse my cat caught within the last month.





10. Beyond the more serious concerns noted above, there are also a number of miscellaneous problems with my apartment that I believe show that various fixtures were improperly repaired or installed. Photos are below.





11. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told her of many problems, and other problems—such as the holes in the floor, gaps between the wall, or the deteriorating conditions of the electrical room leading to my front door and the staircase leading to my back door—are obvious upon looking and many were present when I moved into the apartment.

12. Over the years, I've done a lot of maintenance in my apartment. For instance, I installed the toilet in my unit. I've done so because I have had trouble getting basic maintenance tasks done if I request them of my landlord.

13. If the full rent increase is approved and implemented by my landlord, my rent would go from \$875 a month to \$1,124 a month. An increase of \$249 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

/s/ Vincent Cornell

Vincent Cornell

## DECLARATION OF EHREN STEMME

1. My name is Ehren Stemme. I am a tenant at 940 Ashland Avenue, Unit 6, Saint Paul, MN 55104 (“Ashland Apartments”). In the appeal, this building is identified as 938 Ashland. I have lived in Unit 6 of Ashland Apartments since 2021. Prior to that, I lived in Unit 3 within the 934 Ashland building from about 2019 to 2021. My children, who are 11 and 8 years old, also stay with me at the apartment part-time. My current rent is \$1,600 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. The back door of my apartment leads to a small deck and staircase that allow me to access the parking area. This deck is loose. I can easily make the deck wobble by pushing it. The wooden steps leading to the deck or the back entryway also have segments that are rotted away. A video of the wobbly deck, titled “Unit 6 – Wobbly deck,” is also included with this appeal. The resident in Unit 7 also uses this deck and staircase.



3. Multiple doors in my unit have some type of malfunction. The door to my son’s bedroom does not stay closed, and closets in both my daughter’s room and my dining area are not able to fully close. More concerning however is that my back door does not lock. This door leads out to the back hallway, which is accessible by the resident who lives in Unit 7 and any of their guests. The only thing that keeps this door locked is the chain. The back door also scrapes against the floor when I try to open it fully.

4. In my kitchen, multiple floor tiles are broken. The broken shards are movable. I taped down the smallest broken pieces because I am concerned that they will cut either my foot, or the feet of my children. My fridge is approximately 30 years old and does not maintain a consistent temperature. For example, at times the fridge freezes my milk, at other times my milk curdles. In the freezer, a lot of my food gets freezer burn. The freezer itself has to be held together

with tape. The area behind my kitchen sink is missing caulk and/or is poorly caulked. A video of the broken tiles, titled “Unit 6 – Movable floor tile,” is also included with this appeal.



5. The wood framing the window in my bathroom is rotted out. There is water damage on the walls of my bathroom shower. There appears to be mold growing in a few places within my bathroom.



6. In my bedroom, there is water damage to the ceiling. I also cannot open my bedroom window because it falls backwards when I open it. As a result, I do not use my bedroom window. In my bedroom closet, a portion of the wall is missing, and there are significant cracks.



7. In my living room, the outside pane on one of the windows is broken. This has been broken since I moved in. I have also alerted Scott Day about this issue. The radiator is movable. A video of the movable radiator, titled “Unit 6 – Movable radiator,” is also included with this appeal.



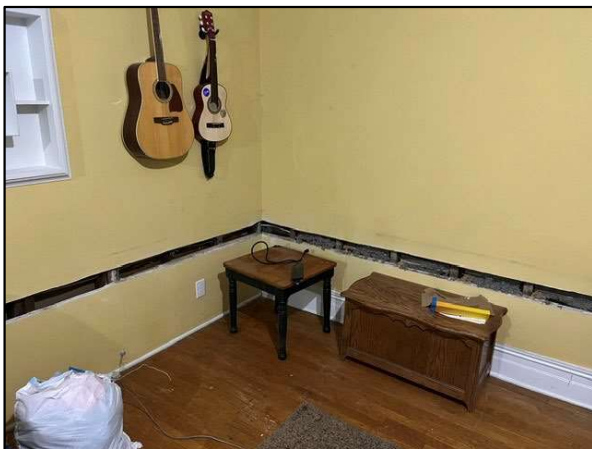
8. In the back entryway there are significant cracks in the ceiling and portions of the ceiling texture are missing or falling off.



9. Of the three washers available to residents in the communal laundry room, one of the washers has been broken since approximately July 2023.

10. I believe that my landlord is, or should be, aware of the issues present in my apartment. Some of the issues—such as my wobbly deck and the crumbling back entry ceiling—are obvious upon inspection. In addition, many of the above issues, such as the broken window, were present when I moved into the apartment.

11. In December 2023, my landlord rewired the electrical in my unit. To do this, the contractors hired by my landlord tore up the walls and ceilings of my unit. Below are pictures of the renovation that I took between December 16, 2023 and January 19, 2024.





12. During the renovation, my landlord also replaced the gas pipe leading to my stove. After this work was completed, I had a mouse infestation. I had never before had a problem with mice. I believe this mice infestation was the result of the gas pipe work because I discovered that

the contractors had not closed off the space where my original gas pipe had been run in the area behind my stove. I believe mice were accessing my unit through this open area. It took me about a month to get the mice infestation under control.

13. Although I asked that the above renovation work be done when my children were staying elsewhere, this work was completed while my children were staying at my apartment. Initially, I was told the electrical work would only take about 2.5 days. However, the work lasted from approximately December 11, 2023 until December 21, 2023. During this time, issues concerning my gas piping were raised. As a result, work on the gas line began and continued through the end of December 2023. Although the electrical and gas renovation work itself was completed by the end of 2023, repairs to the areas disturbed by that work were not started until on or around January 17, 2024. It was not until on or around March 1, 2024 that these repairs concluded. The person that completed these repairs worked on and off and often did not provide me much notice as to when he would be working.

14. During the electrical and gas renovations I noticed few, if any, safety measures being taken. For example, there was plastic put up between the kitchen and common areas, but it was not airtight and all rooms were still fully accessible by me and my family. Floors were mopped, but there were no other clean-up activities. There were no vacuum or air filters that I saw being used. The floors were not covered in plastic. Furniture and other furnishings were not removed from the spaces. And although there was plastic on top of some furniture, the plastic was not securely fastened, just draped. As a result, it was pretty ineffective at keeping out construction dust, especially in my children's rooms. During the period between when the electrical and gas work was completed and when a repair person fixed the disturbed surfaces, there was no plastic or coverings present. When the workers left, I had to clean up much of the dust that remained. I am still finding drywall dust around my apartment. Prior to the renovation, I did not receive any materials about lead or asbestos compliance during renovations.

15. When I signed my current lease, my landlord asked to raise my rent above 3% because of the impending electrical renovations. I agreed and my rent was raised from \$1,500 to \$1,600. This was an increase of 6.6%. After voluntarily agreeing to raise my rent above the 3% limit specifically because of the electrical renovations, I am now faced with another, much more significant additional increase based on those same renovations.

16. If the full rent increase is approved and implemented by my landlord, my rent would go from \$1,600 a month to \$2,434 a month. An increase of \$834 per month would put a strain on my budget I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025

/s/ Ehren Stemme

Ehren Stemme

## DECLARATION OF KAYLA SIMONSON

1. My name is Kayla Simonson. I am a tenant at 942 Ashland Avenue, Unit 8, Saint Paul, MN 55104 (“Ashland Apartments”). I have lived at Ashland Apartments since August 2022. My current rent is \$1,100 per month. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures below are a true and accurate depiction of the conditions at my apartment. All pictures were taken during the first two weeks of May 2025.

2. The exterior of my apartment’s unit has flaking paint and wood rot.

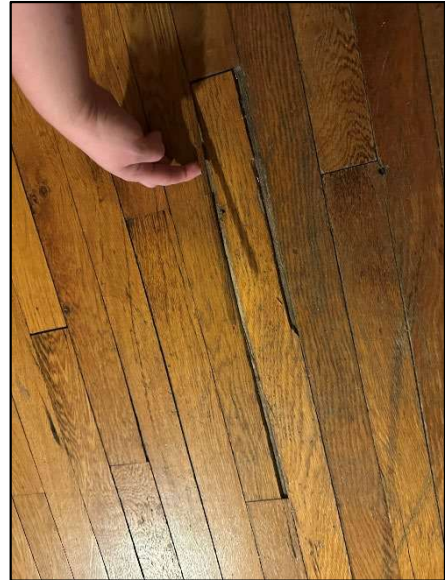


3. Two of the windows in my kitchen have broken glass. The windows have been this way since my tenancy began. Shortly after I moved in, I asked my landlord if anything was going to be done about the windows, and she said they would be taken care of. However, they have not been fixed. The window in my living room also falls down from the top pane. I need to push the window up, otherwise it keeps sagging. This window is accessible from the street, and thus I have concerns about the safety of the window. Pictures of the broken windows are below; the sagging window is circled in red.



4. There are numerous holes in my floor and significant gaps between my floors and my walls. Some floorboards are loose. Between my bathroom and the hallway, my apartment floor has sunk almost half a foot, creating a “step” between the two rooms. There is also a gap between the floor and my exterior door that allows in hot and cool air.





The hole in my bedroom (first photo in this series) is so big that my cat has recently begun pulling insulation out.



5. Numerous walls and ceilings around my apartment bulge or have other protrusions. The exterior wall in my bathroom in particular has bulging. This makes me concerned that perhaps there has been water intrusion throughout my apartment. Pictures of some of these walls are below, with bulges circled in red.





6. My bathroom has what I believe to be mold forming underneath the window.



7. In my kitchen, my countertop is held up by a single support leg. The support leg is not permanently attached to the countertop and often falls down. Because of that, I have attached the leg to my counter with duct tape. Multiple floor tiles in my kitchen are cracked and there is a broken floor tile near my front door.



8. The fan in my living room shakes. It does not seem stable and I am hesitant to turn it on and/or leave it on for an extended period of time.

9. I do not feel comfortable in the laundry room because of its crumbling walls and mold. As a result, I do not use the laundry room and instead do my laundry at a laundromat.

10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from \$1,100 a month to \$1,413 a month. An increase of \$313 per month would put a strain on my budget and I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

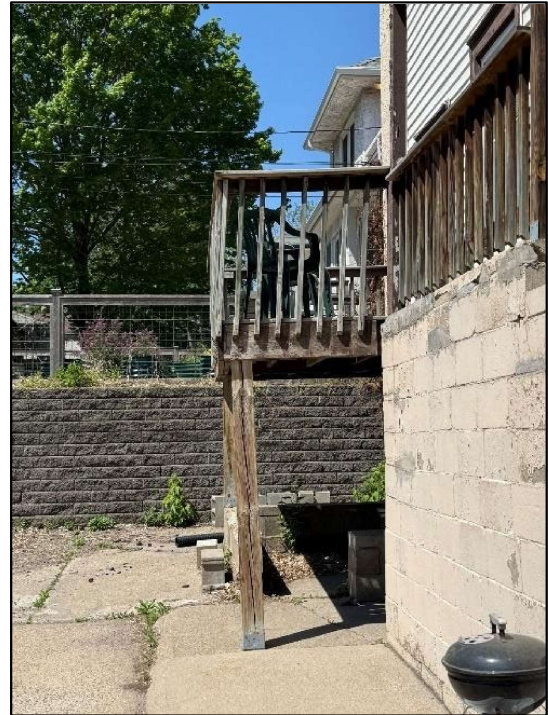
/s/ Kayla Simonson

Kayla Simonson

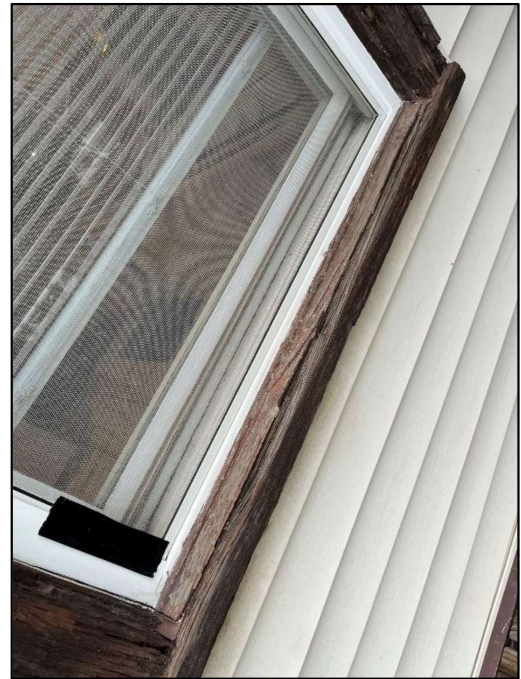
## DECLARATION OF JESSICA SKAARE

1. My name is Jessica Skaare. I am a tenant at 944 Ashland Avenue, Unit 9, Saint Paul, MN 55104 (“Ashland Apartments”). In the appeal, this building is identified as 942 Ashland. I have lived at Ashland Apartments since August 2015. My current rent is \$1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment. Unless otherwise noted, all pictures and videos were taken on May 19, 2025.

2. There is a deck connected to my back door. The deck leads to stairs that allow me to get to the parking area. The deck is not stable and it can easily shake. When looking at the deck, you can see it leans. Parts of the deck look to be either loose or not properly connected to the building. At times I feel unsafe when walking on the deck. A video titled “Unit 9 – Unstable Deck” is included with this appeal.



3. The wood framing surrounding my exterior windows and doors is rotting and has flaking paint.



4. The light in my kitchen is loose. The ceiling in my kitchen bulges and has cracks. I have low water pressure in my kitchen sink. The sink's hot and cold water handles are reversed (cold water is controlled by left handle, hot water by the right handle).



5. The window in my bedroom is defective. The top window pane sags down unless I hold it up with wooden dowels. The sagging window has an impact on temperature regulation in my bedroom. Especially during the summer, I have to use a window air conditioner because if I leave my window open, then I can't use the dowels to prop up the sagging top pane. I pay the electrical bill, so I believe having to use my window air conditioner unit results in me paying more in utilities.



6. There is a large hole in the floor underneath my radiator.



7. When I turn on the water in my bathtub, rust immediately comes out of the tap. Below is a picture of the rust taken on June 26, 2025. However, the issue has occurred for a while. I have had water leaking from the ceiling in the bathroom. A video titled “Unit 9 – leaking bathroom ceiling” is also included with this appeal. This video was taken April 29, 2025. In early May, Scott Day, acting as my landlord, had a plumber enter my unit without giving me the required notice. The plumber provided a temporary fix for the ceiling leak. Mr. Day later indicated that the plumber was “getting a part” for a more permanent fix. Over two months later, my landlord has still not yet provided a permanent fix or followed up about scheduling a permanent fix. Over the July 4 weekend, the diverter in my bathtub faucet broke. Water now only comes out of the shower component. Although I reported this right away, my landlord says a plumber will not be able to address it until July 14.



8. The fan in my living room shakes when I turn it on. Sometimes I am concerned that it will fall while it is in use. Because of that, I rarely use the highest fan settings.

9. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told both Judy and Scott about many problems. Other problems—such as the deteriorating windows and leaning deck—are obvious upon looking. In addition, many of the above noted issues were present when I moved into the apartment.

10. If the full rent increase is approved and implemented by my landlord, my rent would go from \$1,100 a month to \$1,413 a month. An increase of \$313 per month would put a strain on my budget, I would begin to look for other, more affordable places to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

/s Jessica Skaare

Jessica Skaare

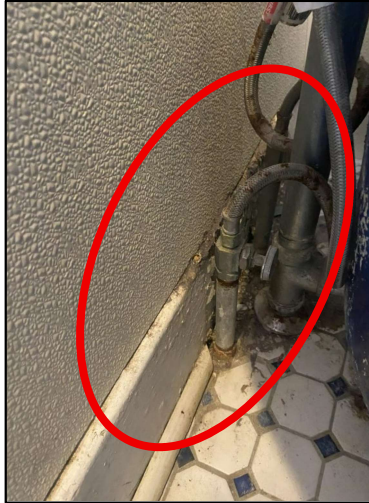
## DECLARATION OF AUTUMN BUEL

1. My name is Autumn Buel. I am a tenant at 942 Ashland Avenue, Unit 10, Saint Paul, MN 55104 (“Ashland Apartments”). My current rent is \$1,100. I am on a one-year term lease that expires July 31, 2025. The statements in this declaration are made on my personal knowledge. The below pictures are true and accurate depictions of my apartment and were taken on May 11, 2025 or June 4, 2025.

2. Multiple windows in my apartment are broken (one pictured below). I asked my landlord when these would be fixed and she said that she was not going to address them. Some of my windows do not have screens. Some of my windows slam shut. Because of this, I cannot keep the window open from the bottom unless I use a stick to keep it up. I have almost hurt myself because the windows slam shut. The window malfunction also makes it difficult to use my windows on an everyday basis. In the winter, I’ve had to duct tape my windows shut to avoid letting in cold air and I have issues heating my apartment.



3. There is mold growing in the bathroom of my apartment. I can smell and see the mold. I feel as if I have gotten more sick in the past few years. I suspect it is because of the mold.



4. The light fixture in my kitchen is broken and only one light works.



5. If the full rent increase is approved and implemented by my landlord, my rent would go from \$1,100 a month to \$1,413 a month. An increase of \$313 per month would put a strain on my budget that I cannot absorb. As a result of the proposed rent increase, I plan on moving out of Ashland Apartments and leaving Saint Paul.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 10, 2025

/s Autumn Buel

Autumn Buel

## DECLARATION OF SAMUEL PERKINS AND CHLOE CABLE

1. Our names are Samuel Perkins and Chloe Cable. We live together in 944 Ashland Avenue, Unit 11, Saint Paul, MN 55104 (“Ashland Apartments”). In the appeal, this building is identified as 942 Ashland. We have lived at Ashland Apartments since October 2024. Our current rent is \$1,200. It is our understanding that our lease expires on July 31, 2025. The statements in this declaration are made on our personal knowledge. All pictures below are a true and accurate depiction of the conditions at our apartment and common areas. All pictures were taken during May 2025.

2. Like all other residents, we have access to the communal laundry room. One of the washers in the communal laundry area does not work. It has been this way since we moved in. The window in the laundry room is broken and appears to have a hole caused by a projectile, such as a bullet or pellet (hole circled in red below). The paint on the exterior of this window is flaking off. The steps leading to the laundry room are crumbling. The walls of the laundry room are very deteriorated. There are large holes in the ceiling of the laundry room. There is pervasive mold on the walls of the laundry room. Both of us try to minimize any time spent in that room, but especially Mr. Perkins, who had severe asthma as a child and thus avoids anything that could retrigger his asthma. In this case, he avoids the mold that is present the laundry room.





3. Within our unit, there are many 3-prong outlets which are ungrounded. We believe that of the eight 3-pronged units, only two are grounded. Many of these outlets are in the living room, where we plug in a lot of our electronic devices. Although we use a surge protector and have thankfully not had an issue yet, we had assumed that these were grounded outlets when we moved in because of the 3-prongs.



4. In our kitchen, there is a light which is hanging from the ceiling via a permanent wire. We understand that this is unsafe because an accidental tug on the light fixture could potentially pull out the electrical component. In addition, our refrigerator is plugged in using a permanent extension cord. Both the light and the refrigerator were like this when we moved in.

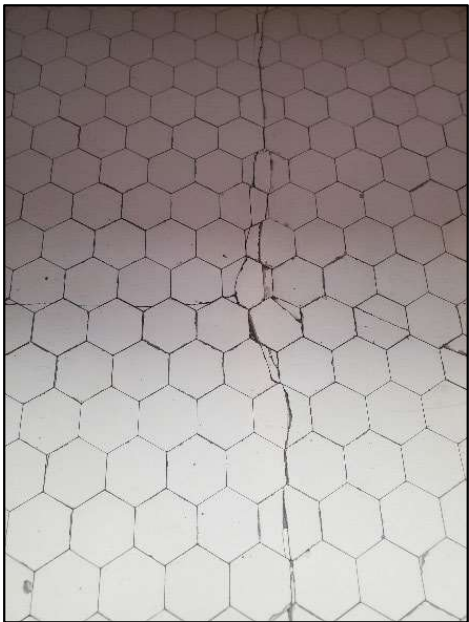


5. In our bathroom, the bathtub water valve is broken off.

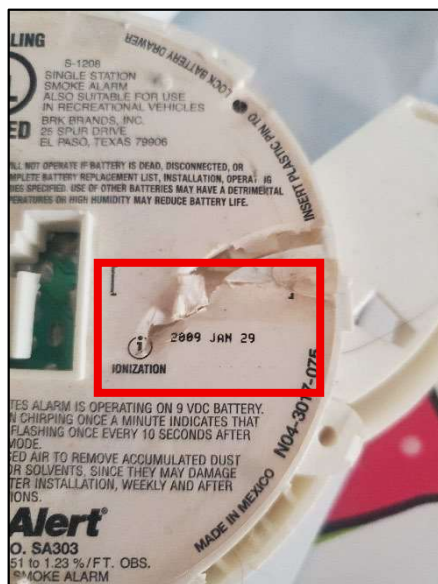


6. Throughout our apartment there are numerous cracked walls, broken plaster, flaking paint, and damaged floors.





7. There is an expired smoke detector near one of our bedrooms.



8. We believe that our landlord is, or should be, aware of the issues in our apartment. All of the issues noted above, the majority of which are obvious upon a walk through, were existing at the inception of our tenancy.

9. If the full rent increase is approved and implemented by our landlord, our rent would go from \$1,200 a month to \$1,542 a month. We do not believe that this apartment is worth an additional \$342 per month and would look for other, more affordable places to live.

Under Minn. Stat. § 358.116, we declare under penalty of perjury that everything we have stated in this document is true and correct to the best of our knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

/s/ Samuel Perkins

Samuel Perkins

/s/ Chloe Cable

Chloe Cable

## **DECLARATION OF LILLIAN JOHNSON**

1. My name is Lillian Johnson. I am a tenant at 942 Ashland Avenue, Unit 12, Saint Paul, MN 55104 (“Ashland Apartments”). I live in the unit with Eleanor Rowen. I have lived at Ashland Apartments since on or near September 1, 2024. My current rent is \$1,000. I am on a one-year term lease that expires August 31, 2025. The statements in this declaration are made on my personal knowledge. All pictures and videos below are a true and accurate depiction of the conditions at my apartment and, unless noted, were taken on May 19, 2025.

2. My unit is a basement unit. It is located next to a storage room that connects to the communal laundry room.

3. I have mold and water damage in my unit. In the fall of 2024, shortly after we moved in, my roommate and I noticed mold in our bathroom. We reached out to our landlord to report it, but the landlord did not do anything. Since our landlord did not try to fix the issue, we reached out to the City of Saint Paul to report the mold. Staff from the City came to look at our unit. They did a scan and found mold in the bathroom but also other areas, including a wall in a living area. The City ordered corrections, including removing the mold-filled wall. The renovation required to complete this rehab took time and my roommate and I did not have a wall in that area for a long period.

4. I believe that the mold is caused by water infiltration in our apartment. There are many cracks on the outside of our unit. I believe water comes into the unit through the cracks on the outside of the building. I also think the water infiltration is made worse because the gutters on the top of the building were not cleaned out and thus water drops directly in the area next to my unit.

5. I have included one of the City’s correction notices with my declaration (“Attachment – Correction Notice”). It is my understanding that Saint Paul inspectors have now identified many of the issues on this correction notice as “abated” or fixed. That is not true. Some of the issues—such as the damaged bathroom ceiling, and the water and caulking damage behind the kitchen sink—remain (see paragraphs 6, 7). In addition, some of the issues the City identified in the laundry room and storage room, including the hole in the laundry room ceiling and the mess in the storage room, remain (see paragraph 9).

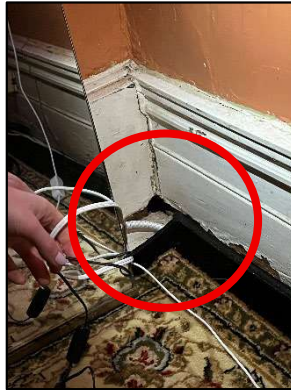
6. The caulking behind our kitchen sink is in bad shape and/or missing and there is evidence of water damage. Also in the kitchen, there are random sections of duct tape that presumably are providing a “fix” to something. However, I do not know what that is. The duct tape has been there since I moved in.



7. My bathroom has had a leak multiple times. My roommate and I have asked for repairs. Yet, it still leaks. A water spot on the ceiling has developed. The shower head was also defective. Eventually, my roommate and I had to buy a new showerhead. It is also my understanding that my bathroom sink is missing a P-trap, as when I look under my sink there is not a curved pipe like those I've seen in other units. As a result, I smell sewage odors in my bathroom and the area near my bathroom. I have smelled sewage odors since I've moved in. It gets especially worse in the summer. During my tenancy, I've just had to ignore that smell.



8. There is a mousehole in my bedroom.



9. The back door of our apartment leads to an area in which a lot of miscellaneous items are kept. A picture is below. This area then leads to the laundry room. The walls of both the storage area and the laundry room are deteriorating. I have seen mold in the laundry room and I have smelled mold in the storage area. Whenever I enter the storage area, I begin to cough more. It is my understanding that staff from the City ordered that the storage area be cleared. Although my landlord moved out a few things out, many of the heavy items remain. It is also my understanding that the landlord was told to fix the hole in the laundry room ceiling, however that hole remains as well.





10. I believe that my landlord is, or should be, aware of the issues in my apartment. I have told my landlord about many problems, especially as they relate to the water infiltration issues. In addition, many of the above issues were present when I moved into the apartment.

11. If the full rent increase is approved and implemented by my landlord, my rent would go from \$1,000 a month to \$1,285 a month. An increase of \$285 per month would put a strain on my budget and I would be forced to find someplace else to live.

Under Minn. Stat. § 358.116, I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge.

Signed in Ramsey County, Minnesota.

July 9, 2025

/s/ Lillian Johnson

Lillian Johnson



October 1, 2024

Judith A Day  
1787 Sargent Ave  
St Paul MN 55105-1920

### **CORRECTION NOTICE - COMPLAINT INSPECTION**

RE: 942 ASHLAND AVE  
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

Failure to comply may result in a criminal citation or revocation of the Certificate of Occupancy. The Saint Paul Legislative Code requires that no building shall be occupied without a Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

#### **DEFICIENCY LIST**

1. Basement - Laundry room - MMC 504.1 - Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.
2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.
3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.
4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.
5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.
6. Interior - Throughout - MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.- Last tags shows serviced was 2022.

### **Attachment – Correction Notice**

7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.
8. Unit 12 - Kitchen - SPLC 34.11 (1), MSBC 2902.1, SPLC 34.35 (1), MPC 301.1 - Repair or replace and maintain all parts of the plumbing system to an operational condition.-Kitchen sink faucet leaking when water is running,  
Bathroom- leaking in pipe above sink at ceiling level.
9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.
10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing  
Laundry room- Junction box cover missing at ceiling level.
11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.
12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.  
Kitchen- Backsplash has water damage.  
Mold- clean and treat for mold to prevent from returning.

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8585) and must be filed within 10 days of the date of the original orders.

If you have any questions, email me at: [Frank.Thurner@ci.stpaul.mn.us](mailto:Frank.Thurner@ci.stpaul.mn.us) or call me at 651-266-8984 between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner  
Fire Safety Inspector

Ref. # 17288