



APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

RECEIVED

FEB 21 2018

ipd ck

We need the following to process your appeal: CITY CLERK

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number _____)
 - Copy of the City-issued orders/letter being appealed
 - Attachments you may wish to include
 - This appeal form completed
 - Walk-In OR Mail-In
- for abatement orders only: Email OR Fax

HEARING DATE & TIME (provided by Legislative Hearing Office) Tuesday, <u>February 27</u>
Time <u>11:30 a.m.</u>
Location of Hearing: <u>Room 330 City Hall/Courthouse</u>

Address Being Appealed:

Number & Street: 919 Lawson Ave E City: Saint Paul State: MN Zip: 55076

Appellant/Applicant: Kelly Skie Email: Kellyskie78@gmail.com

Phone Numbers: Business 651-398-9977 Residence _____ Cell _____

Signature: [Signature] Date: 2/20/18

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: PO Box 2605 Inver Grove Heights, MN 55077

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why?

- Vacate Order/Condemnation/Revocation of Fire C of O
- Summary/Vehicle Abatement
- Fire C of O Deficiency List/Correction
- Code Enforcement Correction Notice
- Vacant Building Registration
- Other (Fence Variance, Code Compliance, etc.)

Comments:
Please see attached

Attachments Are Acceptable

also no notices from inspector. Had wrong address



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.stpaul.gov/dsi

February 21, 2018

KELLY A WILKE
1455 UPPER 55TH ST E APT 314
INVER GROVE HGTS MN 55077-1511

Revocation of Fire Certificate of Occupancy

RE: 919 LAWSON AVE E
Ref. # 123718

Dear Property Representative:

Your building was determined to be occupied on February 21, 2018. Since certificates are for the occupancy of buildings, it has become necessary to revoke the Certificate of Occupancy.

Saint Paul Legislative Code provides that no building shall be occupied without a Certificate of Occupancy. In order to re-occupy the building, the following deficiencies (if applicable) must be corrected and a complete Certificate of Occupancy inspection will be required.

A recheck on this will happen on or after April 2, 2018

DEFICIENCY LIST

1. INTERIOR - DAMAGED WINDOWS - SPLC 34.09 (4), 34.33 (3) - Repair and maintain the window glass.-Glass cracked on back porch area and upper back porch, needs to be maintained
2. INTERIOR - DRYER VENT - MSMC 504.6 - 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 require a permit(s). Call DSI at (651) 266-8989.*
3. INTERIOR - FUEL HEAT REPORT - SPLC 34.11 (6), 34.35 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
4. INTERIOR - MICE - SPLC 34.10 (6), 34.34 (5) - Exterminate and control insects, rodents or other pests. Provide documentation of extermination.-Regarding mice in the house

5. INTERIOR - STOVE - SPLC 34.12 (2), SPLC 34.36 (1) - Repair and maintain all required and supplied equipment in an operative and safe condition to properly and safely perform their intended function in accordance with the provisions of the applicable code.- Maintain clock display / buttons on stove
6. INTERIOR - WASHER - SPLC 34.12 (2), SPLC 34.36 (1) - Repair and maintain all required and supplied equipment in an operative and safe condition to properly and safely perform their intended function in accordance with the provisions of the applicable code.-Washer not working, needs to be maintained
7. OWNER - CLASS - SPLC 40.04 (5) - The owner of a building used for residential occupancy who is applying for their FIRST Fire Certificate of Occupancy, must complete the Department of Safety and Inspection Landlord 101 course, or other landlord training program approved by the Department of Safety and Inspections. The training must have occurred within the last two years and the owner must submit a certificate of attendance or provide verification of enrollment in the next scheduled class to the Fire Inspection Division-DSI. This requirement shall not apply to an owner who has held a Fire Certificate of Occupancy on another residential property in Saint Paul prior to April 30, 2009. For more information on Landlord 101, or to receive registration materials, please visit our webpage at: www.stpaul.gov/cofo Or, contact Fire Safety Inspector David Smith by email: david.smith@ci.stpaul.mn.us or phone: (651)266-8995-
8. SPLC 39.02(c) - Complete and sign the smoke detector affidavit and return it to this office.

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 this order.

If you have any questions, email me at: Jonathan.Gaulke@ci.stpaul.mn.us or call me at 651-266-8994 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Jonathan Gaulke
Fire Inspector
Ref. # 123718

Kelly Skie

2/20/2017

I would like to appeal the Revocation of my certificate of Occupancy on my Property at 919 Lawson. I have done everything in my power to make things right at this property, but am unable to keep up with the sabotage, weekly calls to the fire inspector, harassment, and in-accurate information. This has forced me to put my home of 20 years up for sale. The stress is not worth dealing with difficult people. No one takes care of your home, like you take care of you home.

I have kept excellent records and would like to have my certificate reinstated after review. I do believe this is my tenants last ditch effort to ruin the sale of my home as they have finally been evicted per the court and must be out on 3/31/2018, as I agreed to let them stay as long as they didn't interfere with the sale or viewings of my home. Which is now also not the case. I am not sure if it's a coincidence that that is the same day, no one else is now allowed to occupy the property.

Inspector came today, which I would assume because the tenants called in him retaliation. They have called him and had him come visit the property I believe monthly and without providing me notice via email or mail. He placed a revocation on the door, which was the first day of showings in the sale of my home. I had no notice of the inspection, mail or email as well as the last 2 times he was at the residence. The last notice I received was in October. We had been trying to put the house up for sale and with the tenant's efforts to restrict access to the home for photos, repairs, anything we had been unable to do so.

October, we had told the tenants they needed to pay their City fines for garbage (488.00) or we will be giving them a 30-day notice to vacate. Previously the fire inspector had been to the home and enclosed is a list of deficiencies dated April 26th which lists **3 things**. 1. Ceiling panels in basement need to be fixed 2. Dryer vent mcms 504.6, permit may be needed. and 3. Register for a Landlord 101 class.

Our class was scheduled for Aug 19th and cancelled on 8/18 per David Smith as they couldn't find a suitable venue. He then sent me a new schedule on 10/16/2017 and I responded and choose our class on 10/20/17. Also attached

These were done. Photos of the ceiling tiles, a copy of the email for the class and a copy of the permit for the dryer vent are enclosed. So, from April 2017 to when we gave them a 30-day notice October 2017, to vacate there are now 15 deficiencies?

So, from discussing the report with Jonathan Gaulke dated 10/5/2017, I did let him know these items had all been fixed and if there is anything additional, then they have not been brought to my attention. I also let him know when he says to plan to return on 10/11/2017 I would not be in the country and not available and asked if we can reschedule. The tenants knew we were out of the country at the beginning of October for our wedding which is also why they did this at this time. I did inform Jonathan I would like an extension until 10-31-2018 and any new issues would be complete by 10-31.

Upon arriving home, we gave the tenants a 30d notice for failure to make multiple breeches in the lease including but not limited to late fees, fines, un-authorized use of garage, not maintaining appliances, lawn violations and more. They are on a month to month lease.

Two days later the tenant filed a rent escrow with Mr. Gaulke's dated inspection complaint that hadn't been updated nor had he checked to see if repairs were made, however my property is being charged each time he is there and nothings being updated. The tenants filed a rent escrow, as they knew this would stop eviction proceedings. Upon trying to access the property, it was brought to our attention the tenants changed the locks preventing us from doing repairs. Emails between the tenant and property manager are enclosed.

We finally after a few court dates got to see a judge. Judge Frisch ordered the tenants to immediately hand over the new keys in court in December, finally allowing us into the property.

We had notified the fire inspector of these issues of not having access and many of the violations were the tenants reasonability and he told us it is not his job to enforce the lease. However, we were unable to do anything as our hands were tied until court proceedings were over.

Upon leaving court, on December 15th the tenants were issued a letter to make the repairs per the judges orders no later then 12-31-2017. Property Manager would be there the first week in January to make sure they were done. January 4th, Fred Rashaw arrived at the property and the items the judge asked them to do were not done and he said he will give them an additional two weeks as they said they had a repair man coming. On Saturday January 20th, Fred Rashaw came back and was denied access ro the property with a witness as well. Tenants became hostile and vulgar and wouldn't allow access to home, it was documented w witness and text. We filed for an eviction the next day available.

Upon arriving at court, the attorney for the tenants handed me a correction notice and re-inspection complaint dated 2/5/2018 that I have never received from the City Inspector. It says a re-inspection was made to my house on Feb 5th and that a list of 15 things need to be corrected by 2-20-2017. This is the SAME list that was given on October 2. 2017. My address is also incorrect. I moved from 1455 Upper 55th Street in October 2017. I have also had a forwarding address on these and have receiving nothing. He also has my email address and have received nothing there.

These items have been repaired and have been addressed in court in December 2017. Attached is the courts findings. I have also requested a copy of the judge's transcript ordering the tenant to repair per her lease: Broken window, missing globe on ceiling fan, kitchen sink (as we have had 2 plumbers look at sink with no leaks, judge issued tenant 100.00 for that repair), mice, basement toilet valve.

On List dated 2/5/2018

1. Interior basement ceiling – Was repaired in June 2017. Pictures enclosed
2. Ceiling fan globe- was replaced 10/3/2017 per maintenance record. Also judge allowed 10.00 to tenants to buy a new one. So, if inspection was done today there should have been a globe.
3. Damaged windows- Tenant is resp for broken window per judge as they weren't broken when she moved in.
4. Interior Dryer Vent- Permit was obtained and fixed. Contractor didn't close out.
5. Fuel Heat Report-Submit a copy of Equipment safety test to office
6. Interior Globe on porch- replaced when judge ordered tenants to give keys after they changed locks. 11/14/2017 was complete
7. Kitchen Sink- Repair or replaced and maintain all parts. Competed on 10/11/2017 by licensed contractor Jeremy Van Kempen

8. Interior Mice- Tenants responsible for pest control. Tenants Said in court on 12-13 there was no issue
9. Interior Multiplugs- Discontinue use of all multi-Plug adapters. This was done in previous to this order and no multi plug units were in site on any visit.
10. Porch Ceiling- Was repaired 11/14, pictures enclosed
11. Interior Stove- Per lease, customer is supposed to maintain and repair all appliances. Enclosed is a lease. Also suppose to be on Home Smart Appliance plan. Judge told her all appliances need to be in working order at all times
12. Interior Toilets – Judge and tenants agreed to take 50.00 and they would repair themselves
13. Washer- It is the tenant's responsibility to maintain all appliances. Per email from tenant yesterday someone is coming to look at.

I am asking for some lenience. I have never been a landlord. I have documented everything possible. I have yet to complete the Landlord 101 class due it being cancelled and only having 3 classes in 2018. The first two were full putting me out until April. I tried to work with the Inspector and he just said it wasn't his job to enforce the lease. Which I totally understand. So, I enforced the lease which is a process and now my Certificate is revoked.

What I am asking, is to reinstate my certificate and allow me to continue my efforts in selling the property. The tenants are set to be removed no later than 3/31/2017. As soon as they are out, any additional repairs that are needed, we will have unlimited access and can be done if there is ANYTHING that needs to be done. The judge ordered them to make the repairs they were responsible for. Which is why the repairs have not been done by me or the Property Manager since the December 13th court date. The tenants were given the funds from the judge to make the repairs (190.00). The tenants agreed in court that everything was complete, and they had no issues, which you will see in the transcript. This is also why we were granted \$2270.00 in rent escrow. If the items had not been fixed or replaced our funds would NOT have been issued to us.

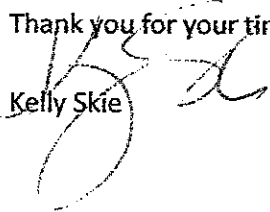
Once the tenants are out of the home, I can access the damage and repairs that have not been completed and take it out of their damage deposit (if it was something they were responsible for) and if there is an access that goes beyond that I can take them to small claims court. However, I am unable to determine the amounts and I am unable to use their damage deposit while they are still in the home. Due to the last current situation with the yelling and screaming, I don't think it's a safe environment to be subject to and would appreciate any assistance.

Although the items on the list are fixed and repaired, they are also not reasons to prohibit someone from living there or deem it inhabitable. I can understand if there was no running water, a flooded basement, no electric, etc. The deficiencies are cosmetic and in some cases been repaired more than once. I think the inspector is getting fed up and is tired of dealing with the tenants calling every week or month without even looking at the property. If the inspector came to the property to recheck the list to make sure the items he said needed to be done, were done then he would have seen that the list was completed. This was not the case.

We went through the inspection list with the Judge and the tenants. We went through item by item on the list and all was complete but the items the tenant was ordered to repair. This will all be in the transcript. If the inspector went through the house today, and these items were not

repaired then the tenants are intentionally sabotaging our efforts and repairs to purposely have us fail another inspection to prevent the sale of the house. Which is in breach of the settlement offer and I would need to request a Writ of Recovery. The tenants have also cancelled showings of the house with hopes of having the fire inspector there before any showings. I feel that cancelled showings of the house were purposely in hopes the inspector would give us a bad report and not be able to sell the home.

Thank you for your time in this matter


Kelly Skie



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.stpaul.gov/dsi

April 26, 2017

only 3 items.
which were resolved.

KELLY A WILKE
1455 UPPER 55TH ST E APT 314
INVER GROVE HGTS MN 55077-1511

**FIRE CERTIFICATE OF OCCUPANCY
APPROVAL WITH CORRECTIONS**

RE: 919 LAWSON AVE E
Ref. # 123718

Dear Property Representative:

Your building was inspected on April 26, 2017 for the renewal of the Fire Certificate of Occupancy and was approved. When the required fee has been paid you will receive your certificate. There are however seasonal or non-life safety deficiencies noted below which must be corrected prior to re-inspection.

A reinspection will be made on May 30, 2017 at 3PM.
DEFICIENCY LIST

1. INTERIOR - CEILING PANELS IN BASEMENT AREA - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Repair or replace the damaged or deteriorated ceiling, that is missing in basement
2. INTERIOR - DRYER VENT - MSMC 504.6 - 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 require a permit(s). Call DSI at (651) 266-8989.
3. OWNER - CLASS - SPLC 40.04 (5) The owner of a building used for residential occupancy who is applying for their FIRST Fire Certificate of Occupancy, must complete the Department of Safety and Inspection Landlord 101 course, or other landlord training program approved by the Department of Safety and Inspections. The training must have occurred within the last two years and the owner must submit a certificate of attendance or provide verification of enrollment in the next scheduled class to the Fire Inspection Division-DSI.
This requirement shall not apply to an owner who has held a Fire Certificate of Occupancy on another residential property in Saint Paul prior to April 30, 2009.



October 2, 2017

KELLY A WILKE
1455 UPPER 55TH ST E APT 314
INVER GROVE HGTS MN 55077-1511

CORRECTION NOTICE - COMPLAINT INSPECTION

~~RE: 919 LAWSON AVE E~~
Ref. # 123718

Dear Property Representative:

An inspection was made of your building on October 2, 2017 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately.

A reinspection will be made on October 11, 2017

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. INTERIOR - GLOBE - MSFC 605.1- All light fixtures shall be maintained with protective globes if originally equipped.-Missing globe on porch light
- ✓ 2. INTERIOR - KITCHEN SINK - 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.-Repair or~~
replace and maintain an approved kitchen sink. This work may require a permit(s). Call LIEP at (651) 266-9090. Leaking onto sub floor underneath
- ✓ 3. INTERIOR - MICE - SPLC 34.10 (6), 34.34 (5) - Exterminate and control insects, rodents or other pests. Provide documentation of extermination.-Regarding mice in the house
- ✓ 4. INTERIOR - PORCH CEILING - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Repair or replace the damaged or deteriorated ceiling, on porch ceiling
5. INTERIOR - TOILETS - 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.-Repair or replace and maintain an approved private toilet. This work may require a permit(s). Call LIEP at (651) 266-9090.



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1306

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.sipaul.gov/dsi

April 26, 2017

KELLY A WILKE
1455 UPPER 55TH ST E APT 314
INVER GROVE HGTS MN 55077-1511

FIRE CERTIFICATE OF OCCUPANCY APPROVAL WITH CORRECTIONS

RE: 919 LAWSON AVE E
Ref. # 123718

Dear Property Representative:

Your building was inspected on April 26, 2017 for the renewal of the Fire Certificate of Occupancy and was approved. When the required fee has been paid you will receive your certificate. There are however seasonal or non-life safety deficiencies noted below which must be corrected prior to re-inspection.

A reinspection will be made on May 30, 2017 at 3PM.
DEFICIENCY LIST

1. INTERIOR - CEILING PANELS IN BASEMENT AREA - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Repair or replace the damaged or deteriorated ceiling, that is missing in basement
2. INTERIOR - DRYER VENT - MSMC 504.6 - 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 require a permit(s). Call DSI at (651) 266-8989.
3. OWNER - CLASS - SPLC 40.04 (5) The owner of a building used for residential occupancy who is applying for their FIRST Fire Certificate of Occupancy, must complete the Department of Safety and Inspection Landlord 101 course, or other landlord training program approved by the Department of Safety and Inspections. The training must have occurred within the last two years and the owner must submit a certificate of attendance or provide verification of enrollment in the next scheduled class to the Fire Inspection Division-DSI. This requirement shall not apply to an owner who has held a Fire Certificate of Occupancy on another residential property in Saint Paul prior to April 30, 2009.

An Equal Opportunity Employer



FIRE CERTIFICATE OF OCCUPANCY

City of Saint Paul

*Department of Safety and Inspections
Division of Fire Inspection*



This certificate is issued in accordance with SPLC Chapter 40, and other applicable provisions of the Saint Paul Legislative Code.

919 LAWSON AVE E

This building is certified for the following occupancy or use :

Residential 1 Unit

Reference Number:

123718

Certificate is issued to:

KELLY A WILKE

1455 UPPER 55TH ST E APT 314

INVER GROVE HGTS MN 55077-1511

This Certificate must be posted in a conspicuous location upon the certified building
Please direct questions to DSI - Fire Inspection Division 651-266-8989.



Paul Ziezulewicz <paul.ziezulewicz@smrls.org>

RE: 919 Lawson Avenue East

1 message

Gaulke, Jonathan (CI-StPaul) <jonathan.gaulke@ci.stpaul.mn.us>
To: Paul Ziezulewicz <paul.ziezulewicz@smrls.org>

Mon, Feb 5, 2018 at 3:53 PM

February 5, 2018

Kelly A Wilke

1455 Upper 55th St E Apt 314

Inver Grove Heights MN 55077-1511

wrong name
wrong address

CORRECTION NOTICE - RE-INSPECTION COMPLAINT

RE: 919 LAWSON AVE E

Ref. # 123718

Dear Property Representative:

A re-inspection was made on your building on February 5, 2018, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date.

A reinspection will be made on February 20, 2018 at 10 am.

Failure to comply may result in a criminal citation or the 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.

1. INTERIOR - BASEMENT CEILING - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Repair or replace the damaged or deteriorated ceiling.

-picture enclosed

2. INTERIOR - CEILING FAN - MSFC 605.1- All light fixtures shall be maintained with protective globes if originally equipped.-Ceiling fan on upper level missing globes, needs to be maintained

-picture enclosed

3. INTERIOR - DAMAGED WINDOWS - SPLC 34.09 (4), 34.33 (3) - Repair and maintain the window glass.-Glass cracked on back porch area and upper back porch, needs to be maintained

Tenant resp per Judge

4. INTERIOR - DRYER VENT - MMC 504.6 - 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.

permit obtained work done
contractor forgot to close out.

5. INTERIOR - FUEL HEAT REPORT - SPLC 34.11 (6), 34.35 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.

TIGHT inspection 2/21

6. INTERIOR - GLOBE - MSFC 605.1- All light fixtures shall be maintained with protective globes if originally equipped.-Missing globe on porch light

Picture enclosed

7. INTERIOR - KITCHEN SINK - 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.-Repair or replace and maintain an approved kitchen sink. This work may require a permit(s). Call LIEP at (651) 266-9090. Leaking onto sub floor underneath

Tenant resp. Judge gave funds

8. INTERIOR - MICE - SPLC 34.10 (6), 34.34 (5) - Exterminate and control insects, rodents or other pests. Provide documentation of extermination.-Regarding mice in the house

never an issue per tenants under oath

9. INTERIOR - MULTI PLUGS - MSFC 605.4 - Discontinue use of all multi-plug adapters.-Remove multi plugs, surge protectors are fine and must be plug into a wall out.

repaired

10. INTERIOR - PORCH CEILING - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Repair or replace the damaged or deteriorated ceiling, on porch ceiling

picture enclosed-repaired

11. INTERIOR - STOVE - SPLC 34.12 (2), SPLC 34.36 (1) - Repair and maintain all required and supplied equipment in an operative and safe condition to properly and safely perform their intended function in accordance with the provisions of the applicable code.-Repair or replace damaged clock / display on stove

Tenant resp per lease

12. INTERIOR - TOILETS - 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.-Repair or replace and maintain an approved private toilet. This work may require a permit(s). Call LIEP at (651) 266-9090. Repair lower level bathroom

Tenant resp. Judge gave funds

13. INTERIOR - WASHER - SPLC 34.12 (2), SPLC 34.36 (1) - Repair and maintain all required and supplied equipment in an operative and safe condition to properly and safely perform their intended function in accordance with the provisions of the applicable code.-Washer not working, needs to be maintained

Tenant resp.

14. OWNER - CLASS - SPLC 40.04 (5) - The owner of a building used for residential occupancy who is applying for their FIRST Fire Certificate of Occupancy, must complete the Department of Safety and Inspection Landlord 101 course, or other landlord training program approved by the Department of Safety and Inspections. The training must have occurred within the last two years and the owner must submit a certificate of attendance or provide verification of enrollment in the next scheduled class to the Fire Inspection Division-DSI. This requirement shall not apply to an owner who has held a Fire Certificate of Occupancy on another residential property in Saint Paul prior to April 30, 2009. For more information on Landlord 101, or to receive registration materials, please visit our webpage at: www.stpaul.gov/cofo Or, contact Fire Safety Inspector David Smith by email: david.smith@ci.stpaul.mn.us or phone: (651)266-8995-

2/12/2018

Southern Minnesota Regional Legal Services, Inc. Mail - RE: 919 Lawson Avenue East

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 Jonathan.Gaulke@ci.stpaul.mn.us or call me at 651-266-8994 between 7:30 a.m - 9:00 a.m.

Please help to make Saint Paul a safer city in which to live and work.

Sincerely,

Jonathan Gaulke

Fire Inspector

Ref. # 123718

From: Paul Ziezulewicz [mailto:paul.ziezulewicz@smrls.org]
Sent: Monday, February 5, 2018 1:38 PM
To: Gaulke, Jonathan (CI-StPaul) <jonathan.gaulke@ci.stpaul.mn.us>
Subject: Re: 919 Lawson Avenue East

Jon,

Thanks for taking my call today. Please send me the latest notice for when you are returning to the property and I'll be sure to let the tenant know.

Thanks

Paul

Paul Ziezulewicz



Kelly Skie <kellyskie78@gmail.com>

emails to
INSPECTOR.

919 Lawson

6 messages

Kelly Skie <kellyskie78@gmail.com>

To: "Gaulke, Jonathan (CI-StPaul)" <Jonathan.Gaulke@ci.stpaul.mn.us>

Wed, Oct 4, 2017 at 6:23 PM

Hello Jonathan,

I was made aware of your letter today dated 10/2/2017 and I am not in the country and won't be returning til late midnight on 10/13/2017. A re-inspection on 10/11/2017 will not be necessary as the repairs won't be made by then due to my absence out of country. I can provide airline tickets if need be when I return.

This is the first time I am hearing about these citations except the sink, in which the tenant has refused access.

If you are calling or have called I do not have service and will not until I arrive back in America. I am unable to make calls or receive calls or voicemail's.

If you would like to extend the due date after my return home that would be appreciated, and if I need to file and appeal with a hearing officer please let me know.

I arrive home close to midnight and should have these repairs completed no later then 10/31/2017.

I will check my email the next time I have WIFI access.

Thank you,

Kelly

Gaulke, Jonathan (CI-StPaul) <jonathan.gaulke@ci.stpaul.mn.us>
To: Kelly Skie <kellyskie78@gmail.com>

Thu, Oct 5, 2017 at 11:47 AM

Kelly

This property has past orders on it as well. I don't see a permit for the dryer vent and have you taken & completed the required Landlord 101 class yet?



Jonathan Gaulke

Fire Safety Inspector II
Department of Safety and Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55102

P: 651-266-8994

F: 651-266-8951

jonathan.gaulke@ci.stpaul.mn.us



Making Saint Paul the Most Livable City in America

"DSI's Mission: To preserve and improve the quality of life in Saint Paul by protecting and promoting public health and safety for all."

From: Kelly Skie [mailto:kellyskie78@gmail.com]
Sent: Wednesday, October 4, 2017 6:23 PM
To: Gaulke, Jonathan (CI-StPaul) <jonathan.gaulke@ci.stpaul.mn.us>
Subject: 919 Lawson

[Quoted text hidden]

Kelly Skie <kellyskie78@gmail.com>
To: "Gaulke, Jonathan (CI-StPaul)" <Jonathan.Gaulke@ci.stpaul.mn.us>

Thu, Oct 5, 2017 at 8:05 PM

The dryer vent has been completed and I have sent you a receipt for the permit over 6 months ago. The city should also have a copy on file. Work was complete.

The classes haven't been taken as the date we choose in October was cancelled two days before the class by the coordinator for the class. I have a confirmation of that as well. They said they would contact us with the next availability.

There is no open orders that I am aware of. If so please provide what we have not completed that is my realm of control.

The class will be taken when I am given availability, and your new list will be completed upon my return. I don't feel my request is unreasonable considering your new list has never been brought to my attention until receiving your letter.

[Quoted text hidden]

Gaulke, Jonathan (CI-StPaul) <jonathan.gaulke@ci.stpaul.mn.us>
To: Kelly Skie <kellyskie78@gmail.com>

Fri, Oct 6, 2017 at 7:49 AM

The permit is active / issued. Please have the contractor call to order inspection to finalize and close permit. Have him call 651-266-8989

Sent from my iPhone

On Oct 5, 2017, at 8:05 PM, Kelly Skie <kellyskie78@gmail.com> wrote:

The dryer vent has been completed and I have sent you a receipt for the permit over 6 months ago. The city should also have a copy on file. Work was complete.

The classes haven't been taken as the date we choose in October was cancelled two days before the class by the coordinator for the class. I have a confirmation of that as well. They said they would contact us with the next availability.

DATE 1/21/17

FROM TO Randy Weldon \$ 131.00

One hundred thirty one dollars DOLLARS

FOR RENT
 FOR Plumbing 919 Lawson

ACCT.	<input type="radio"/> CASH
PAID <u>131.00</u>	<input type="radio"/> CHECK
DUE	<input type="radio"/> MONEY ORDER
	<input type="radio"/> CREDIT CARD

FROM Kelly TO Randy

BY K Kelly

RECEIPT No. 76,976

DATE 4-14-17

FROM McGraw Hill \$ 125.00

Handed twenty five DOLLARS

Basement Plug / Dyer vents

CASH
 CHECK
 MONEY ORDER
 CREDIT CARD

FROM Wesley TO Michael

BY Wesley

RECEIPT No. 76,962

DATE 3/26/17

FROM 919 Lawson \$ 34.00

Thirty Four dollars DOLLARS

FOR RENT
 FOR Reimburse - water line

ACCT.	<input type="radio"/> CASH
PAID <u>34.00</u>	<input type="radio"/> CHECK
DUE	<input type="radio"/> MONEY ORDER
	<input type="radio"/> CREDIT CARD

FROM Wesley TO Tina

BY Wesley

RECEIPT No. 76,974

DATE 3/28/17

FROM McGraw Hill \$ 100.00

One hundred dollars DOLLARS

FOR RENT
 FOR Electrical 919 Lawson Ave

ACCT.	<input type="radio"/> CASH
PAID <u>100.00</u>	<input type="radio"/> CHECK <u>305</u>
DUE	<input type="radio"/> MONEY ORDER
	<input type="radio"/> CREDIT CARD

FROM Kelly TO Randy

BY Randy

RECEIPT No. 76,982

DATE 10/11/17

FROM Jeremy Van Kempen \$ 180.00

One hundred eighty dollars DOLLARS

Repair kitchen sink / toilet appliances

FOR RENT
 FOR Repair kitchen sink / toilet appliances

ACCT.	<input type="radio"/> CASH
PAID <u>180.00</u>	<input type="radio"/> CHECK
DUE	<input type="radio"/> MONEY ORDER
	<input type="radio"/> CREDIT CARD

FROM Jeremy TO Michael

BY Jeremy

receipts
for
repairs
dated

12/4/2017

Gmail - Fwd: Re: Fri 11/no show/furnace...locksmith!



Kelly Skie <kellyskie78@gmail.com>

Fwd: Re: Fri 11/no show/furnace...locksmith!
1 message

Fred Rashaw <fredrashaw@gmail.com>
To: Kelly Skie <kellyskie78@gmail.com>

Mon, Dec 4, 2017 at 9:49 PM

Forwarded message
From: "Jay DeCarlo" <decarloj3@gmail.com>
Date: Nov 13, 2017 4:21 PM
Subject: Re: Fri 11/no show/furnace...locksmith!
To: "Fred Rashaw" <fredrashaw@gmail.com>
Cc:

What time were you going to be here tomorrow. I need to know so I can be here...my heat!! My washing machine is still broken too.
Thanks
Sara

On Nov 13, 2017 10:11 AM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
Fred...you said you were going to be here at 2. I left at 3:40 to pick up my kid and came right back...and you could have msg me or called Jay and he would have let me know when you got here...there really no need to make shit up...if you are running behind or simply can't make it...fine...I would understand.
As far as the boiler goes...you did not respond all weekend and there is a cold weather statute in place that protects me as a renter...and its really sad that you simply are not concerned for me and my kids. I have pics of everything including the furnace from when we moved in. Do you really want to claim that I am a liar? I will send over the bill.
Sara

On Nov 13, 2017 9:43 AM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
That's not true at all. And you can keep trying to make everyone out to be a liar. But I don't do anything without having someone with, picture proof or a paper trail.

And I'd rather Jay not mess with the furnace because with the maintenance records up to this point and the check my cousin did he recommends me telling the owner to find a 3rd party contractor to look at and compare what they get to what his company found to make sure that the furnace has not been tampered with especially with Jay fenced to work on boilers. I'm not saying that is case but giving the circumstances I think it would be best if a 3rd party took a look at it to compare with the record we already have.

In detail what issues are you having with the furnace?

But it's funny the everytime I tell you I'm coming you always have somewhere to be and leave knowing I have no access to get in...you could have left the porch unlocked and kept the door to access the house locked. Or even give me a heads up that you are leaving.

Either way I'll be at the house to patch the porch tomorrow and if no one is there I will have a locksmith let me in and you will be bawling.

On Nov 10, 2017 8:40 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
That's not even true. I left at 3:40 to pick up my son at 3:55 at school. And I even started my truck to warm it up before I left...and you were not here. But typical that you would lie... my son and sister were here too...but really why would I stop you from making repairs when that's the whole damn reason I am taking you to court...that makes sense? Pretty dumb Fred.
I need heat so I will send u a bill.

On Nov 10, 2017 5:04 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I'm assuming you did not get my email I was there 3pm and waited till 4:15. Saw that you took my grill out of the garage and put it by the front gate but I could not get into the back yard due to the locks on the fence. I had my cousin with me to look at the furnace and he will be willing to come to court and verify that we did.

On Nov 10, 2017 5:56 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
I made sure to be here at 11pm. Its now 8pm...once again nobody came to make repairs...and Jay isnt going to fix the boiler.
Sara

On Nov 10, 2017 8:36 AM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I'll let Kelly know but I had my cousin company do a routine maintenance check on it the week b4 you guys moved in so I'll call him and check and see what did possibly be wrong... In just remember him saying it was old but still good... how about you have Jay give me a bid and I'll have Kelly call around to see what's it gonna cost.

On Nov 9, 2017 9:58 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
The furnace needs to be serviced. The radiator in the front bedroom was empty along with the dining room. It has been running at 71 and freezing in here. Let me know if you would like Jay to service it for a fee. He is a licensed boiler engineer. I also plastic the windows and better...but not resolved.
Thanks you
Sara Johnson
Tennet
919 lawson

On Nov 8, 2017 9:17 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I will be at the property on Friday between 2-3pm... I will need access to the porch and I will be entering the garage to get my grill.

12/5/2017

Gmail - Fwd: Re: Fri 11/10



Kelly Skia <kellyskia78@gmail.com>

Fwd: Re: Fri 11/10
1 message

Fred Rashaw <fredrashaw@gmail.com>
To: Kelly Skia <kellyskia78@gmail.com>

Mon, Dec 4, 2017 at 11:46 PM

----- Forwarded message -----
From: "Jay DeCarlo" <decarloj3@gmail.com>
Date: Nov 10, 2017 5:59 PM
Subject: Re: Fri 11/10
To: "Fred Rashaw" <fredrashaw@gmail.com>
Cc:

Sorry fred_just got the last email. I did leave for a minute to pick up my son from school at 345 in woodbury. I suppose tomorrow would be fine anytime after 10. I will make a copy of the key.
Sara

On Nov 10, 2017 4:29 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
Came to the property and no way to access the house. Please let me know when will be a good time.

On Nov 10, 2017 8:36 AM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I'll let Kelly know but I had my cousin's company do a routine maintenance check on it the week b4 you guys moved in so I'll call him and check and see what old possibly be wrong... In just remember him saying it was old but still good... how about you have Jay give me a bid and I'll have Kelly call around to see what's it gonna cost.

On Nov 9, 2017 9:58 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
The furnace needs to be serviced. The radiator in the front bedroom was empty along with the dining room. It has been running at 71 and freezing in here. Let me know if you would like Jay to service it for a fee. He is a licensed boiler engineer. I also plastic the windows and better...but not resolved.
Thank you
Sara Johnson
Tenant
919 lawson

On Nov 8, 2017 9:17 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I will be at the property on Friday between 2-3pm... I will need access to the porch and I will be entering the garage to get my grill.

12/4/2017

Gmail - Fwd: Re: 30 day notice to vacate...

M, Gmail.

Kelly Skie <kellyskie78@gmail.com>

Fwd: Re: 30 day notice to vacate...

1 message

Fred Rashaw <fredrashaw@gmail.com>
To: Kelly Skie <kellyskie78@gmail.com>

Mon, Dec 4, 2017 at 9:54 PM

----- Forwarded message -----
From: "Jay DeCarlo" <decarloj3@gmail.com>
Date: Nov 21, 2017 4:39 PM
Subject: Re: 30 day notice to vacate...
To: "Fred Rashaw" <fredrashaw@gmail.com>
Cc:

Fred,
We both know that the 30 day notice to vacate is in retaliation for filing a rent escrow for repairs, and that I didn't get notice until now 4th via certified mail. Let me remind you...it is against all laws to evict us within 90 days of the rent escrow action. So how about we schedule a time to fix my furnace and my washing machine, my ceilings, my plumbing on the toilet in the down stairs, my broken windows, my stove, ect..!

Thank you

Sara Johnson
919 lawson ave e.

On Nov 21, 2017 3:54 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I'm sending you this message and regards to the 30 day notice to vacate you received on Oct 20th via personal service and certified mail. We understand that we have a ongoing court hearing for the "Rent Escrow" for the November rent but that is a separate issue from the notice to vacate. We would like to schedule a time to do the move out walk through check list on the 30th. Please let me know what time would work best for you. Keep in mind the lease states that you should be moved out no later than 12pm (noon).

I've attached a copy of your move out cleaning guide and will be mailing one to the home as well.

Fred Rashaw

On Nov 17, 2017 4:10 PM, fredrashaw@gmail.com wrote:
Inspector had to reschedule... I will let you know when he's available

On Nov 16, 2017 4:00 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
Inspector tomorrow at 5pm. And also if you could get me a copy of the house key is appreciate it

On Nov 14, 2017 6:23 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I came 4:20 because you said closer to 4:30. I left around 4:35 to get a panel that I needed due to the fact that I was not able to get a accurate measurement because of the lack of access to the porch. I informed you and your that I had to run to the hardware store to get a bigger panel and was back in 25 mins knocked on the door and waited till 5:30. you were understanding that I would be right back and also you didn't put the grill outside the fence and that didn't happen either.

The inspector set an appointment to be there tomorrow at 11:30am.

On Nov 14, 2017 11:28 AM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
I wont be here at 4. More like 4:30. 5. Like I told you before I pick up my 9 year old from school at 3:55.

On Nov 14, 2017 11:27 AM, decarloj3@gmail.com wrote:
I

On Nov 14, 2017 11:10 AM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
4-430

On Nov 14, 2017 10:56 AM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:
What time are you going to be here? I need to know so I can be sure to have somebody here. Tell me if your not coming so I dont wait around again.
Sara

11/6/2017

Gmail - Fwd: Re: Fwd:



Kelly Skie <kellyskie78@gmail.com>

Fwd: Re: Fwd:

1 message

Fred Rashaw <fredrashaw@gmail.com>
To: kellyskie78@gmail.com

Mon, Nov 6, 2017 at 9:51 PM

----- Forwarded message -----

From: "Fred Rashaw" <fredrashaw@gmail.com>
Date: Nov 1, 2017 5:10 PM
Subject: Re: Fwd:
To: "Jay DeCarlo" <decarloj3@gmail.com>
Cc:

Im not sure why you keep trying to make it seem like theres a conspiracy... I did send you a email on the 27th and there's nothing in the email that I would need to fabricate or lie about and i'm tired of you making it seem like everyone is lying but you... you have lied about not having a walk through, you lied about not getting a lease. The bottom line is i'm done with the games you're playing and i will get the things the fire inspector requested and that's it..

If you need a copy of the lease i told you that the owner would print another one out for you at a surcharge. If you did like that please confirm and i will get it to you

On Oct 30, 2017 4:44 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

There is no message from the 27th. The date is typed in the last email..by you!lol. Where is the original messag? Once again..i dont have a lease. So are you going to fix the washer? This is ridiculous.

On Oct 30, 2017 4:26 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:
I did respond on the message on the 27th

On Oct 27, 2017 6:53 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote: I spoke with the owner and she said according to you lease agreement you were supposed to have the washer added to your homechoice plan and according to the person i spoke to regarding the plan that you have you could have added it at any point. She recived your court information and is looking forward to getting this situation resolved. I will do as I'm instructed and follow the lease agreement to the letter and remedy the concerns expressed by the fire Marshall so please refer to your lease and please pay close attention to the tenant responsibilities.

----- Forwarded message -----

From: "Jay DeCarlo" <decarloj3@gmail.com>
Date: Oct 30, 2017 11:00 AM
Subject: Re: washing machine???no response?
To: "Fred Rashaw" <fredrashaw@gmail.com>
Cc:

I have not heard back from you fred since you were here on tuesday. My washer is still broken..whats the word?
Thanks

On Oct 26, 2017 12:09 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

Hey fred.
The only email that we used at that time was decarloj3 and the washing machine didnt spin the cloths.

On Oct 24, 2017 5:12 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

I will see you tomorrow at 330. Again..Please bring my copy of the lease. Like I said before..we only signed one before she left to new york..and never did the walk through to sign the updated lease like she said. Ty
Sara

On Oct 24, 2017 1:03 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:

I will be at the house tomorrow Wednesday October 24th 3:30pm.

My contact number is still (651) 689-5655. Please text or call to confirm.

Please have available

- Update and current HomeSmart plan showing appliances that are covered per lease requirement.

- Receipt for pest control dated before October 11th 2017 as requested in letter sent to you after request was made by Fire inspector per your request.

11/6/2017

Gmail - Fwd: Re: Fwd:

- Your city fines and late fees are still outstanding and need to be brought current.

We will discuss your concerns and other violations at our meeting tomorrow.

On Oct 21, 2017 3:01 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

The washing machine at the home we are renting will not rinse or spin like it should, of course its not part of my homesmart plan I was required. Let me know when you will be sending somebody for the repair so I can be here. Also I need a current contact number. The number I have in my paperwork doesnt work.

Thanks

Sara Johnson
919 Lawson Ave E
651-404-4491

11/6/2017

Gmail - Fwd: Re: Locks changed by you



Kelly Skie <kellyskie78@gmail.com>

Fwd: Re: Locks changed by you

1 message

Fred Rashaw <fredrashaw@gmail.com>
To: kellyskie78@gmail.com

Mon, Nov 6, 2017 at 9:52 PM

----- Forwarded message -----

From: "Fred Rashaw" <fredrashaw@gmail.com>
Date: Nov 2, 2017 7:27 PM
Subject: Re: Locks changed by you
To: "Jay DeCarlo" <decarloj3@gmail.com>
Cc:

I changed the the locks b4 you moved in and kept 2 sets of keys... neither set worked tonight and I'm not going to set outside and knock in the cold for you not to answer... i told you i was going to be right back with a 2nd set of keys and those didnt work either... I'm not trying to play your email game. I just want to get this court and do your final walk through and get past this whole situation...

On Nov 2, 2017 7:19 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

Why wouldnt you knock or call jay when you got here? No we did not change the locks. I told you before that I only added a lock and door handle on the garage and that I gave the duplicate to the owner. If you lost your set of keys to the front door, I will gladly make you another copy if you would like.

On Nov 2, 2017 6:37 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:

Per your request from our last text message regarding me coming to the house in not getting an answer and also the keys not working... I returned to the house and did not get an answer and tried to gain access with the 2nd set of keys given to me by the owner and those keys also did not work to gain access to the porch which means I cannot patch the celing or apply the globe to the light fixture tonight... You or J change the locks without giving us any notice which is in violation of your lease.

PO BOX 2603
Inver Grove Heights, MN 55076

 Kelfy Skie

James John DeCarlo, Sara Johnson
919 Lawson Ave E.
Saint Paul, MN 55106

October 20, 2017

Dear James John DeCarlo, Sara Johnson,
Unfortunately we will not be able to renew your current lease agreement. Please consider this letter to be formal written notice that your lease will not be renewed, and that you will need to vacate the leased premises by the end of your current lease term (11/30/2017 @ 12:00 p.m.).

Your remaining monthly rent payments are required to be paid to the end of your occupancy in compliance with the terms of your lease as well as all late fees and fines incurred. All utilities must be up to date as of 11/30/2017. Your security deposit cannot be used as rent payment at any time. After you vacate the premises, an inspection will be made to ensure that the leased premises have been cleared of all furniture and personal items and left in a clean and undamaged condition. All keys to the premises must be returned to the landlord when you vacate. Please also provide the landlord with your forwarding address.


This letter serves as legal notice of termination of your lease agreement on the referenced property. It is also intended to allow you ample time to seek a new residence. Failure to comply with the above requirements could result in legal proceedings to regain possession of the leased premises, which in turn may incur attorney costs and court fees that you could be responsible for. Failure to act in accordance with your lease can also adversely affect your credit rating.

I would like to thank you in advance for your help and cooperation, and wish you the best of luck with your next home.

Sincerely,

Fred Rashaw

PO BOX 2003
Inver Grove Heights, MN 55076

 Kelly Skie

James John DeCarlo, Sara Johnson
919 Lawson Ave E.
Saint Paul, MN 55106

October 4, 2017

We are in receipt of your rent payment but, unfortunately, it was received late for the second month in a row.

A late charge is now due for September 2017 in the amount of \$115.00, as it was received on September 6th.


A late charge is also due for October 2017 in the amount of \$100.00, as it was paid on October 4th. There is also an outstanding balance from the City for cleanup on the property in the month of June for the amount of \$488.00, as you were not keeping the property free of garbage and debris and when given a warning was not resolved.

Please submit this payment of a total of \$703.00.00 immediately in order to keep your account in good standing. If this is not received within the next 10 days you will be in violation of your tenant agreement.

Thank you and if you have any questions or concerns, please feel free to contact me.

Sincerely,

Fred Rashaw

 Kelly Skie

James John DeCarlo, Sara Johnson
919 Lawson Ave E.
Saint Paul, MN 55106

October 4, 2017

The Landlord is hereby giving Tenant notice that the following repairs must be completed on or before 10/11/2017. These repairs are described as:

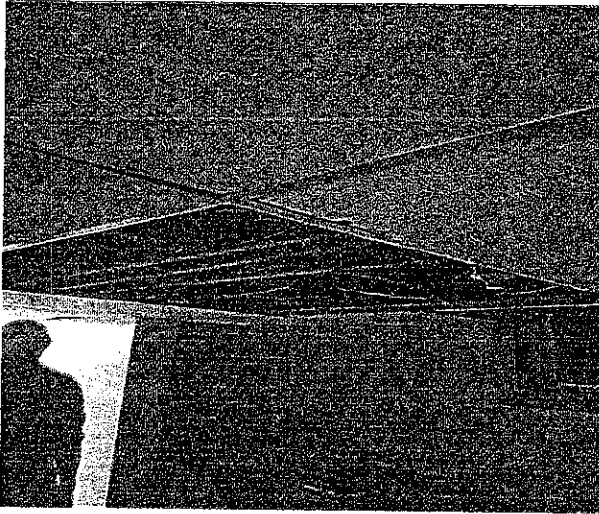
1. Received complaint from Fire Inspector dated 10/02/2017 with a complaint of a rodent problem. There was no notification of a rodent problem prior to this letter. Page 6 of your lease under letter S states, "The tenant shall notify the Landlord of any pest control problems, which you have not complied. Also According to lease: Page 5; Letter I "Tenant shall provide his or her own pest control."

The fire inspector is now requesting for you to exterminate and control the rodents, insects, or pests. Please provide documentation of extermination upon completion.

Sincerely,

Fred Rashaw

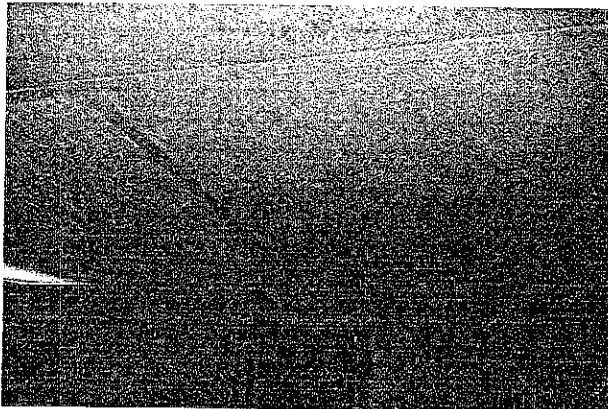
Basement title before



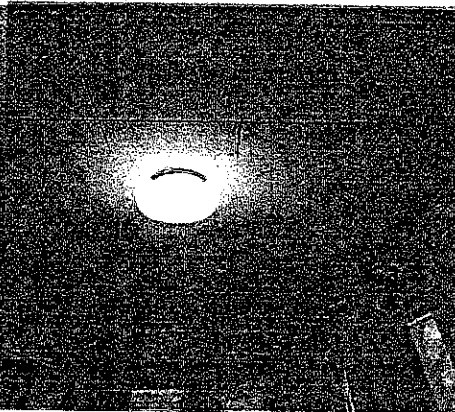
Front porch ceiling tile and light fixture



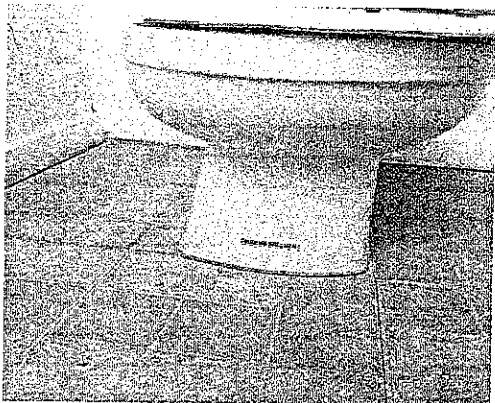
Basement title after



Front porch ceiling tile and light globe after



Toilet no repairs needed and complies with ASME a112.19.2



STATE OF MINNESOTA
COUNTY OF RAMSEY

Judges order
for tenants to
make repairs

DISTRICT COURT
SECOND JUDICIAL DISTRICT
HOUSING COURT DIVISION

Sara Johnson

Jay Decarlo

Fred Rashaw

Kelley Skie

PLAINTIFF
(Landlord)

Vs.

Defendant(s)
(Tenant)

DECISION AND ORDER
CASE NUMBER

62-HG-CV-

17-2408

This (residential/commercial) case was heard by the undersigned Referee of District Court on

12-13-17

PLAINTIFF:

- appeared in person
- represented by (counsel/Agent)

DEFENDANT(S):

-
- Fred Rashaw, Kelley Skie did not appear and is in default.
- appeared with counsel

THE COURT FINDS AND ORDERS THAT:

- the allegations of the complaint are true/ untrue
- the tenant has breached lease as follows:
- the parties have reached a settlement OR the statutory covenants of habitability have been breached OR
- Upon compliance and filing of Affidavit this case may be expunged.
- Expunge case immediately OR 15 day stay.
- Dismissed for non-appearance / by motion / for payment.
- other: findings + conclusions on the record. \$190 to be released to plaintiffs and remainder of escrowed funds to be released to defendants.
- Plaintiff is entitled to recovery of the property plus filing fees and service costs paid for this court action.
- it is ordered that the rent now on deposit shall be released as follows:
 - \$ 190 to Plaintiff
 - \$ remainder to Defendant

THE WRIT OF RECOVERY SHALL:

- issue immediately issue after
- children/other hardship issue if any of the above settlement conditions are not met
- Let Judgment Be Entered Accordingly

RECOMMENDED BY:

Referee

Date

BY THE COURT:

Judge of District Court

Date

12-13-17

I hereby certify that the above Order Constitutes entry of Judgment of the court. You are notified that Judgment was entered on: Michael F. Upton, Court Administrator

Deputy

eviction
settlement

Kate Johnson Kelly Skoe
Plaintiff(s)

vs.
Sara Johnson
Defendant(s)

Court File No. 62-HG-CV-18-211

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED between the parties as follows:

Plaintiff's case file will be immediately sealed to
assist the court in moving forward.
Defendant agrees to cooperate with Plaintiff's efforts to
show and gain the home provided Defendant received
reasonable notice of entering. 24 hours is considered
reasonable under these circumstances.

All other lease terms remain in effect.

Parties agree to the following payment schedule:

Date Payment is Due	Time Due (if applicable)	Amount Due	Form of Payment (Money Order, Certified Funds, etc.)
3/13/18	5 AM/PM	\$ 344	Money order
	AM/PM	\$	
	AM/PM	\$	
	AM/PM	\$	
	AM/PM	\$	
	AM/PM	\$	

- No Writ of Recovery is requested at this time. This signed agreement serves as settlement.
- Defendant(s) shall vacate on or before 3/30/18 or a Writ of Recovery shall be issued by default by request and payment of fee.
- If there is a violation of the above terms, judgment may be entered and Plaintiff will obtain a Writ of Recovery, upon filing of an affidavit establishing such fact.

I have read, understand, and agree to be bound by this Settlement Agreement without appeal or further litigation:

Kate Johnson Kelly Skoe
PRINT Plaintiff(s) NAME
[Signature]
SIGNATURE OF OWNER/AGENT/ATTORNEY

Sara Johnson
PRINT Defendant(s) NAME
[Signature]
SIGNATURE

Date 2/13/18

SIGNATURE
Date 2/13/18

Fwd: Re:

1 message

Fred Rashaw <fredrashaw@gmail.com>
To: fredandkellyrashaw@gmail.com

Tue, Feb 20, 2018 at 9:42 PM

----- Forwarded message -----

From: "Jay DeCarlo" <decarloj3@gmail.com>
Date: Feb 17, 2018 9:42 PM
Subject: Re:
To: "Fred Rashaw" <fredrashaw@gmail.com>
Cc:

Well, did she tell you that I have a repair man coming to replace the pump on the washer..it had to be ordered because its an old machine and they dont have one in their warehouse. And why do u assume that we have not fixed what was court ordered? WE HAVE! HAVE YOU? And as far as the homesmart..I have always had it and have had the dishwasher repaired by a licenced repair person along with the washer.. so, maybe you better do your research before you go assuming(I HAVE NEVER LIED UNDER OATH..if that is what you are trying to say. You have not cared about the home and the conditions that we have been left dealing with, up until now.!

On Feb 17, 2018 9:18 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:

Spoke with the realtor today and she had a few questions and concerns for us regarding the house. It was relayed to us that there was quite a bit of complaining about the washer and dryer not working and when we were in court on 2/13/18 you stated, with your lawyer present, that the washer and dryer were currently working because you had them fix with the Home Smart Plan.

I would like to set up a time this week where I can come over to check on the appliances and also the items there are supposed to be fixed with the funds that were released to you and Jay to make repairs per the judges order. A transcript of what was ordered by the court on December 13th will be provided to the fire inspector on his next visit so he knows what was stated in court under oath by all parties when it comes to what was fixed and what was ordered by the judge for you and Jay to fix with the funds that were released.

And as you know the eviction settlement states that the CURRENT LEASE IS STILL IN EFFECT and in that lease it says that appliances were supposed to be covered under the Home Smart Plan and they will need to be fixed before the inspection. And if appliances are not on the HomeSmart plan they are still the tenant's responsibility to maintain and they will need to be in working order prior to the inspection on the 28th of this month.

Any lease violations found or court ordered repairs not done will be reported to Housing Court immediately after the inspection.

I will try to have a copy of the transcript from December 13th court hearing with me this week to go over with you and J so there's no misunderstandings.

Please have any questions or concerns directed to me and not the realtor. Her job is to not filled your complaints her job is to sell the house.

On Feb 5, 2018 2:14 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:

OK..

On Feb 5, 2018 2:14 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

Yes, I'll be home after 430.

On Feb 5, 2018 2:07 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:

Kelly said she put it in the mail.

Are you going to be around today?

Im at work but i can drop copies off later.

On Feb 3, 2018 7:27 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

I have not recieved the crp for my taxes yet. Can you please send it? Thanks

State of Minnesota
Ramsey County

District Court
Second Judicial District
Court File Number: 62-HG-CV-18-211
Case Type: Eviction (UD)

Fred Rashaw, Kelly Skie vs James Jay DeCarlo, Sara
Johnson

EVICTIION SUMMONS
(Minn. Stat. § 504B.321)

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT(S):
YOU ARE SUMMONED to appear before this Court on the date, time and place indicated below for a hearing on the attached Complaint. The original complaint is on file with the court. If you do not appear and contest the claim, judgment may be entered for the plaintiff/landlord.

Hearing Date set for: **February 13, 2018 at 8:15 AM** in Ramsey County Courthouse before the Honorable Referee Elizabeth Clysdale
located at: **15 West Kellogg Blvd. 131A Courthouse**
651-266-8230

Fred Rashaw
Plaintiff
651-689-5655
Phone Number

Issued by the Administrator of the above-named Court on
1/31/2018.
Michael F. Upton, Court Administrator
By: sg
Deputy

This is an EVICTIION SUMMONS

On the date and at the time shown above, the judicial officer will decide whether you will have to move or whether you can continue to stay in your home. You must be on time for court.

IF YOU DON'T COME TO COURT

The judicial officer can order you to move immediately; and if you do not move, the sheriff can move you out and put all your belongings into storage. You will then have to pay the storage and moving costs before you can get your belongings back.

YOU HAVE RIGHTS

YOU HAVE THE RIGHT to come to court and tell your side of the case. For example,

- If you believe that all or some of the things that your landlord says in the attached papers are wrong, you can tell those things to the judge.
- If you believe that your landlord is trying to evict you because of something you did to protect your rights as a tenant, you can explain that to the judge.
- If the attached papers say that you have not paid rent, and you believe that your apartment is in bad condition and needs repairs, you can tell that to the judge. Bring total rent owed to court hearing.
- You may have other defenses. You should research the law or ask an attorney.
- You may come to court and speak for yourself or you may have a lawyer with you to represent you.
- **If you want a lawyer, you must get one right away.**
- **A corporation or LLC must be represented by an attorney in District Court. This includes having an attorney sign court papers on behalf of the client corporation or LLC.**

Distribution: Copy for Plaintiff Copy for Defendant Serve By: February 06, 2018 But NOT ON A HOLIDAY
Original RETURN NO LATER February 08, 2018 THAN WITH AFFIDAVITS COMPLETED.

2-13

State of Minnesota

District Court

County <u>Ramsey</u>

Judicial District:
Court File Number: <u>202 HJCV 18-24</u>
Case Type: <u>Housing</u>

EVICITION ACTION COMPLAINT
(Minn. Stat. § 504B.321)

Plaintiff #1 (Landlord)

Name <u>Fred Rashaw</u>
Address <u>P.O. Box 2605</u>
City/State/Zip <u>Inver Grove Heights, MN 55076</u>

Plaintiff #2 (Landlord)

Name <u>Kelly Skie</u>
Address <u>P.O. Box 2605</u>
City/State/Zip <u>Inver Grove Heights, MN 55076</u>

Defendant #1 (Tenant)

Name <u>James Jay DeCarlo</u>
Address <u>919 Lawson Ave E.</u>
City/State/Zip <u>St. Paul, MN 55106</u>

vs.

Defendant #2 (Tenant)

Name <u>Sara Johnson</u>
Address <u>919 Lawson Ave E.</u>
City/State/Zip <u>St. Paul, MN 55106</u>

Check Box if there are more than two plaintiffs or more than two defendants. List the information for the other parties on the *Additional Litigants Form*, HOU125.

1. Rental Agreement

Landlord leased or rented the property located at: 919 Lawson Ave E.
 Apartment # _____, in the city of St. Paul, the state of
 Minnesota, zip code 55106, in the county of Ramsey and
 does does not include a garage.

The agreement for the property, beginning from 7-1-17 and ending month to ^{month} is an
 ORAL or WRITTEN agreement and is for: (check all that apply)

Payment of Rent. The current rent due and payable under this agreement each month
 is \$ 1230.00 due on the 1 day of the month;

Exchange of Services. The agreement for exchange of services was: (explain in detail)

2. Notice of Right of Possession by Landlord for Residential Leases

Landlord having present right of possession of the residential property, has followed Minn.
 Stat. § 504B.181 by: (you must check either A and B, or C)

- a. informing the Tenant, either in the rental agreement or otherwise in writing, before the beginning of the tenancy the name and address of:
 - i. the person authorized to manage the property AND
 - ii. a landlord or agent authorized by the landlord to accept service of process and receive and give receipt for notices and demands, AND
- b. posting in an obvious place on the property a printed or typewritten notice that includes the information above. Explain where the notice is posted: _____, OR
- c. The Tenant knew of the name and address of the person authorized to manage the property and accept and give receipt for notices and demands, at least 30 days before the filing of this action because: _____

3. Grounds for Eviction

Landlord seeks to have the Tenant evicted for the following reasons: (check all that apply)

- a. The Tenant is still in possession of the premises and has failed to pay ^{fees} rent for the month(s) of May 2017, September 2017 in the amount of \$ 603.00 per month payable on the 1 day of each month for a total due of \$ 603.00. City fine 488.00
Late fee 115.00
- b. The Tenant failed to vacate the property after written notice was given: (check all that apply)
 - Landlord gave written notice to Tenant on 10-22-2017 (date) to vacate the property by 11-30-2017 (date). Tenant has failed to vacate the property.
 - Tenant gave written notice to Landlord on _____ (date) that they would vacate the property by _____ (date). Tenant has failed to vacate the property.
- c. The Tenant has broken the terms of the rental agreement with property landlord by: (be specific) see attached
15 violations
- d. The Tenant has breached the covenants as stated in Minn. Stat. §504B.171 by: (be specific): _____

e. The Tenant defaulted on the mortgage and the property has been sold at a Sheriff's sale. The Redemption period has expired and Plaintiff is entitled to possession.

f. The Tenant defaulted on a Contract for Deed and is holding over after proper cancellation of the contract.

4. The Landlord seeks judgment against the above Tenants for restitution of said premises plus costs and disbursements.

5. Tenant #1 date of birth: _____ / Unknown; Tenant #2 date of birth: _____
 Unknown. *If a tenant is a business, leave this section blank for that tenant.*

6. Military status for Tenant:

Tenant # 1 is in the military service / is not in the military service / Unknown

Tenant # 2 is in the military service / is not in the military service / Unknown

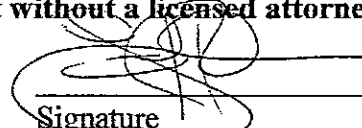
If a tenant is a business, leave this section blank for that tenant.

I declare under penalty of perjury that everything I have stated in this document is true and correct.
Minn. Stat. § 358.116.

******Notice: A licensed attorney must sign the Complaint and appear in court on behalf of a corporation or LLC. In Hennepin County only, Housing Court Rule 603 may allow a corporation or LLC to file and appear in court without a licensed attorney.******

1/23/18
Date

Ramsey
Name of County and State where signed


Signature

Name: Fred Rashaw

Title: Property Manager

Address: P. O. Box 2605

City/State/Zip: Inver Grove Heights, MN

Telephone: (651) 689-5655

E-mail address: Fredrashaw@gmail.com

Property 919 Lawson

Eviction Record

James Decarlo/Sara Johnson

1. 1/18/2018 Gave tenants a 24-hour notice on Friday, that property manager would be at property between the hours of 2-6 on 1/19/2018 to checking repairs and take photos as discussed on 1-4-2018 when they were not complete. Tenant states she had her son's basketball. Property manager did bring witness with Art Anfang and was denied access by both tenants and in face tenants was not at basketball and had company over. Tenants started screaming, swearing, and becoming vulgar and denied access.

Violation: Page 23 Right to Entry, page 7, Line A states: Landlord and/or his agents, with a 24-hour written notice have the right during the term of this lease agreement to enter during reasonable hours to inspect the premises, make repairs or improvements, or show prospective buyers and/or tenants the property.

2. 12-15-2017 Sent Tenant letter of No Pet Policy advising cat needed to be removed from the property by 12-31-2017. On visit 1-4-18, cat was still on premise.

Violation: Pets Section 16, page 5, states "Pets are not allowed." Tenant asked if she had to get rid of her cat, and she was told it was against her policy.

3. 12-13-2017 Per court with Judge Jennifer Frisch tenant was awarded \$190.00 to make following repairs: broken window, leaky sink, leaking valve on toilet, basement dryer duct, replacement of globe in upstairs bathroom. Sent tenant notice on 12/15/2017 to make repairs no later then 12-31-17, and Property manager would be by house on 1-4-2018 to check repairs. Repairs were not complete and Property manager and witness Terrance Haliburton witnessed a cat living there on visit for repairs. Unrepaired are also a washer, dryer, stove and range which were in functioning condition when tenant moved in.

Violation: Maintenance and Repairs: Section 14, Page 5 states" If any of the required repair is the negligence of the tenant/or the tenant's guests the tenants will be fully responsible for the cost or repair that may be needed.

4. Per lease Page 4, Line 12: Tenant is responsible for the following utilities and services: Electricity, water and gas and is required to register the utilities and services in the tenant's name. The tenant understands and agrees that essential services are to be maintained and operational at all times. Tenant did not pay to have company cover all appliances and refuses to repair and fix them. Multiple appliances are no longer in working condition.
5. 11/26/2017- received complaint the range above the stove was not working. Notified tenant per lease page 5, Line 13 "Landlord will supply appliances, but tenant will maintain: Washing machine, dryer, refrigerator, range, stove, dishwasher. 1. Tenant will keep the appliances provided by the landlord in good working order and shall report any malfunction to the landlord.

Any damage sustained due to the negligent or misuse by tenant will become the full responsibility of the tenant, either in the appliance repair or replacement. Landlord accepts no responsibility for the maintenance, repair, or upkeep of any appliance supplied." Informed tenant they had until 12/01/2017 to show repairs and sent letter. Repairs are still undone to date.

6. 11/02/2017 Property manager went to repair missing ceiling tile at property and locks were changed. Informed tenant she/he was in a lease violation. Page 7, Line 23 states "It is required that the landlord have a working set of keys and/or security codes to gain access to the leased premises. Tenants will not change, install locks, bolts, or security systems without the written consent of the landlord. Judge Jennifer Frisch addressed this in court 12/05/2017 and tenants were required to hand over a set of keys in her courtroom.
7. 10/21/17 went to the property for complaint of the washer not spinning. Property manager reminded tenants this was not part of their lease, but he would take a courtesy look at it. He cleared vent which consisted of over 2.00 in miscellaneous coins, bobby pins, and other small items. Notified tenant per lease page 5, Line 13 "Landlord will supply appliances, but tenant will maintain: Washing machine, dryer, refrigerator, range, stove, dishwasher. 1. Tenant will keep the appliances provided by the landlord in good working order and shall report any malfunction to the landlord. Any damage sustained due to the negligent or misuse by tenant will become the full responsibility of the tenant, either in the appliance repair or replacement. Landlord accepts no responsibility for the maintenance, repair, or upkeep of any appliance supplied." Judge ordered to fix
8. 10/20/2017- Non-renewal notice was sent to tenants to be out of the property no later than 11/30/2017. They are still on the property. They are on a month to month lease.
9. 10/04/2017 received a call from the Fire Marshall that tenant had some complaints that need to be addressed. He said he would send us a letter of violations that tenant wanted fixed. Lease states on page 5, Line 14 "Special arrangement described as: "Small household repairs /maintenance to be done by tenant. Parts would be paid for by landlord. A., It is the responsibility of the tenant to promptly notify the landlord of the need for any repair of which the tenant becomes aware. The property manager had never been informed of such things and majority of them fell on the tenant's responsibility portion of the lease. A notice was sent to the tenants to repair damages no later than 10/11/2017. This is still not complete.
10. 10/04/2017 sent tenant a late Fee notice as rent was paid on 10/04/2017. Lease states Page 4, Line 8, "A. If the rent of any other charges is not received by the landlord on or before 3 days after the rent due date, tenant must pay a late fee of \$100.00 in addition to the rent. B. If the rent or any charges are not received by the landlord on or before 5 days after the rent due date, tenant must pay a fee of 15.00 per day the rent is late in addition to the rent." Page 3, Line C "Tenant agrees to pay the rent and all additional rent when due on time, without demand. All additional charges, costs, and fees set forth throughout this lease agreement, are to be considered additional rent. Upon the nonpayment of additional rent, landlord will have the

same rights to proceed against the tenant for the collection or eviction as if tenants defaulted on a rental payment. A late fee was charged on 10/04/2017 and remains unpaid.

11. 09/10/2017- sent tenant a late fee notice for \$ 115.00. Tenant was late on rent. Rent was not paid until 9/6/2017 and was due 9/3/2017. This is still unpaid. Lease states Page 4 Line 8, "A. If the rent or any other charges are not received by the landlord on or before 5 days after the rent due date, tenant must pay a fee of 15.00 per day the rent is late in addition to the rent." Page 3, Line C "Tenant agrees to pay the rent and all additional rent when due on time, without demand. All additional charges, costs, and fees set forth throughout this ease agreement, are to be considered additional rent. Upon the nonpayment of additional rent, landlord will have the same rights to proceed against the tenant for the collection or eviction as if tenants defaulted on a rental payment. Late fee of 100.00 was charged on 9/4/2017 and a 15.00-day fee was charged on 9/5/2017.
12. 07/15/2017-tenant was sent landscaping violation causing the power line to come down. Lease states on Page 5 Line H," The tenant shall maintain the lawn and landscaping by cutting grass, removing weeds, and pruning trees." Tenant sent property manager a message saying this is not their responsibility. Property manager sent them a photo of the area in the lease it states this.
13. 07/15/2017 Tenant was sent a notice after visiting the property Tenant was using the garage without permission and still is. The garage is not part of the tenant's lease as landlord's things are still in garage area. Tenant was told multiple times this is not part of the lease but feels due to the amount of rent they pay they should be able to use it. Tenant was asked to remove their belongs from the garage no later then 7/25/2017. On 07/25/2017, the property manager went to remove belongings and change the lock. Tenant changed the lock on the garage and also put a lock on the privacy fence, preventing entry from the yard. Page 7, Line 23 states "It is required that the landlord have a working set of keys and/or security codes to gain access to the leased premises. Tenants will not change, install locks or bolts, security systems without the written permission of the landlord. This is still unresolved, and tenants belongs are still in the garage.
14. 05/24/2014 Lease states page 5 Line C "the tenant must keep the leased premises clean and sanitary at all times and remove all rubbish, garbage, and other waste in a clean and tidy manner." Page 4 6 Line E "The tenant will be responsible for any fine and/or violation that is imposed on the landlord due to the tenant's negligence. On May 24th the tenant was sent a letter from the City of St. Paul and notified by the property manager they would need to have this garbage cleaned up by May 30th o could be charged \$260.00 per hour for cleanup. The tenant failed to do so. The city sent a notice they are charging the property \$488.00 for cleanup. A notice was sent to the tenant on 10/04/2017 for the payment and is unpaid to date.
15. 05/01/2017 and June 12, 2017 the tenant was sent notices stating they had overages on their garbage bill. Page 5, line 18 states "Any additional garbage beyond the normal pick up will be charged to the tenants. This is unpaid to date for a total of \$31.10

*paid
100.00
1-3-1*

Circumstances have compelled you to file an Eviction Action against your tenant(s).
To improve your chances of success, please consider the following advice.

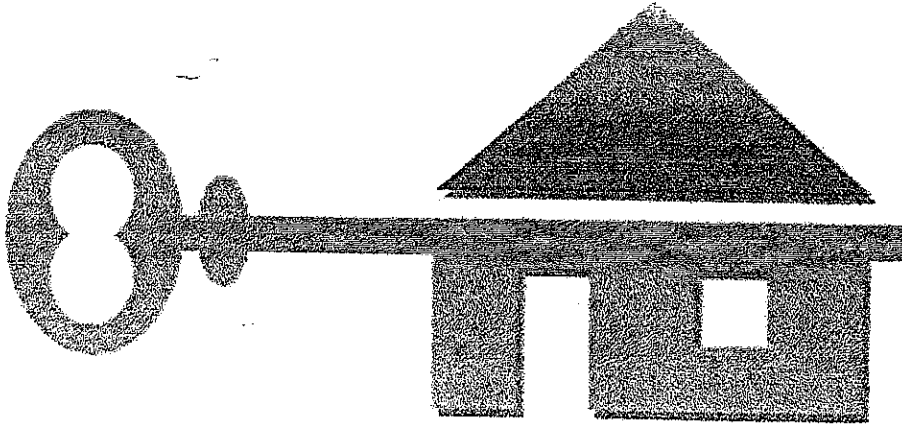
ADVICE

- Know your responsibilities! Know the Law! MN Statute Chapter 504B covers Landlord-Tenant Law. This statute is available in the law library on the 18th floor of the Ramsey County Courthouse or on the internet: <https://www.revisor.mn.gov/statutes/?id=504B>
- YOU have the burden of proof as to your allegations. Make sure you understand what this means! Witnesses are always best – serving them with a subpoena is recommended.
- Know the terms of your lease. Bring a copy of the lease to court.
- BE ON TIME!
- If you are going to consult an attorney, inquire as to their experience with Landlord-Tenant law (don't just find a Real Estate attorney).
- Keep calm.
- Listen to what the Referee/Judge says and answer directly what you have been asked. Don't ramble.
- Stick to the facts.
- Stay focused on the allegations as stated in your complaint.
- Be prepared to wait. Be prepared to schedule an additional court date, if necessary.
- Bring your Power of Attorney, rent (payment) ledger, and other documentation.
- Bring copies of all correspondence with your tenant.
- If you reach a settlement agreement with your tenant(s), make sure it is entered as part of the court record. If the agreement is then violated, you will not have to file a new eviction action, but will be able to obtain the Writ of Recovery immediately.

The following organizations and agencies can provide further information and serve as important resources in the business of rental property management.

HELP

- Saint Paul Association of Responsible Landlords (651) 647-6810
- Minnesota Multi-Housing Association (952) 854-8500
- MN MHA Hotline (952) 858-8222
- MN Attorney General (651) 296-3353
- Ramsey County Attorney (Or Saint Paul City Attorney) – may assist with evictions in cases involving drugs, prostitution or guns. (651) 266-3003



Residential Lease Package

Kelly Skie

LANDLORD

James John DeCarlo, Sara Johnson

TENANT

January 6, 2017

LEASE START DATE



RESIDENTIAL LEASE PACKAGE

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This agreement, dated January 4, 2017, is between Kelly Skie and James John DeCarlo and Sara Johnson.

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:
Kelly Skie (Owner)
and will be referred to in this Lease Agreement as "Landlord."

2. TENANT:

The Tenant(s) is/are:
James John DeCarlo DOB: 3/19/1971 SS#: XXX-XX-9312
Sara Johnson DOB: 4/19/1977 SS#: XXX-XX-1690
and will be referred to in this Lease Agreement as "Tenant."

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property described as a(n) house located at 919 Lawson Ave E., Saint Paul, MN, 55106, which will be referred to in this Lease as the "Leased Premises."

4. TERM OF LEASE AGREEMENT:

- A. The Lease Agreement will begin on January 6, 2017 and will end on June 30, 2017.
- B. Lease will renew if there are no problems. This is a pre-cautionary measure to make sure arrangement is going well for both parties.

5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: James John DeCarlo, Sara Johnson, Jake DeCarlo, James Jr., Jaxson DeCarlo
- B. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- C. The Tenant will use the Leased Premises only as a residence.

6. RENT:

- A. The amount of the Rent is \$1,230.00 to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Landlord must receive the Tenant's payment.
- C. Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Landlord will have the same rights to proceed against the Tenant(s) for the collection or eviction as if Tenant(s) defaulted on the rental payment.
- D. Tenant may deposit rent and all other charges into the Landlord's bank account. Rent and charges must be deposited on or before the day it becomes due in accordance with the terms and conditions within this lease.
- E. Rent may be paid by using the following electronic payment method(s): EFT (Electronic Funds Transfer). Electronic payments such as those made via a credit/debit card, EFT or online payment processors such as PayPal refers to the network of banking institutions that have agreed to process transactions (usually instantly and automatically) electronically with no paper tender such as checks, money orders and/or cash or any other form of paper tender that is hand processed through a bank, financial institution clearinghouse or the Federal Reserve system.
- F. If an electronic payment is not paid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Late Payment" under the terms and conditions contained in this Residential Lease Agreement.
- G. If an electronic payment fails to clear or is returned unpaid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Returned Payment" under the terms and conditions contained in this Residential Lease Agreement.
- H.

Initials of all Tenants



First Month's Rent	\$1,230.00
Security Deposit	\$1,845.00 (R)
TOTAL DUE	\$3,075.00

Funds marked with (R) are refundable in accordance with the terms and conditions of this Lease and all applicable laws, while funds marked with (NR) are non-refundable fees.

8. LATE FEES:

- A. If the rent or any other charges are not received by the Landlord on or before 3 days after the rent due date, Tenant must pay a late fee of \$100.00 in addition to the rent.
- B. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay a late fee of \$15.00 per day the rent is late in addition to the rent.
- C. Payments received by Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

9. RETURNED PAYMENTS:

- A. A returned payment fee of \$30 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If there are 2 or more instances of returned payments, Tenant(s) agree that the Landlord may require all future payments to be made only by Cash.
- C. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

10. SECURITY DEPOSIT:

- A. The Tenant(s) have paid to the Landlord a Security Deposit of \$1,845.00.
- B. Tenant agrees that this security deposit is intended to secure the faithful performance by the Tenant of all terms, covenants and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- C. Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Landlord by reason of Tenant's default of this Lease in accordance with state and local laws and regulations.
- D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.
- F. Provided the Tenant(s) fulfill all of the obligations of the Lease Agreement, the Landlord will return either an itemized accounting for charges with any balance of the security deposit or the entire security deposit to the Tenant within 60 days.
- G. Deposit is to be paid by county per tenant. Payment to be received no later than 1/31/2017 or it will then become responsibility of the tenants, immediately due on 2/1/2017.

11. ENDING THE LEASE:

At the end of this Lease Agreement or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises in as good condition as when Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

12. UTILITIES & SERVICES:

- A. Tenant is responsible for the following utilities and services: Electricity, Water, and Gas and is required to register the utilities and services in Tenant's name. Tenant understands and agrees that essential services are to be maintained and operational at all times.

[Handwritten signature]

- A. Landlord will supply but Tenant(s) will maintain: Washing Machine, Dryer, Refrigerator, Dishwasher, Range, and Stove.
 - I. Tenant will keep appliances provided by Landlord in good working order and shall report any malfunction to the Landlord. Any damage sustained due to the neglect or misuse by Tenant will become the full responsibility of the Tenant, either in the appliance repair or replacement.
 - II. Tenant agrees that the items specified above are the property of the Landlord and will remain with the Leased Premises at the end of this lease term.
- B. Tenant must have written approval before installing any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

14. MAINTENANCE AND REPAIRS:

- Special arrangement described as: Small household repairs/maintenance to be done by tenant. Parts will be paid for by the landlord.
 - A. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any repair of which the Tenant becomes aware.
 - B. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
 - C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
 - D. Tenant must abide by all local recycling regulations.
 - E. The Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.
 - F. The Tenant is not permitted to paint, make any alterations, improvements or additions to the Leased Premises without first obtaining the written permission of the Landlord. The Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.
 - G. The Tenant is responsible for removing snow and ice from stairs and walkways.
 - H. The Tenant shall maintain the lawn and landscaping by cutting grass, removing weeds and pruning trees.
 - I. The Tenant shall provide his or her own pest control services.
 - J. Lawn needs to be mowed once a week from the months of June to September, or as needed in fall.

15. CONDITION OF PROPERTY:

- A. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Tenant agrees that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.
- C. The Tenant agrees to return the Leased Premises to Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

16. PETS:

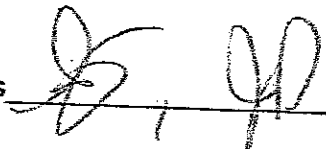
Pets are not allowed.

17. PARKING:

Parking is provided. Street parking available

18. SPECIAL TERMS AND CONDITIONS:

The Landlord and Tenant agree to the following extra services, charges and/or special terms:
 At end of contract; must be out by noon on the last day.
 Extra Keys or lockout will cost 50.00 per key requested.
 Any additional garbage beyond the normal pickup will be charged to the tenants.



- A. Late fees are strictly enforced and any unpaid fees will not be waived.
- B. Absolutely no smoking is permitted in the Leased Premises.
- C. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- X E. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- F. The Tenant shall abide by all Federal, State, and Local laws.
- G. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- H. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- I. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- J. The Tenant must report any malfunction with smoke detector(s) immediately to Landlord. The Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- K. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).
- L. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- M. The Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- N. The burning of candles is not permitted within the Leased Premises.
- O. Under no circumstance may a stove, oven or range be used as a source for heat.
- P. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- Q. The Tenant shall use ventilating fans at all times when bathing and cooking.
- R. All windows and doors must remain closed during inclement weather.
- X S. The Tenant shall notify Landlord of any pest control problems.
- T. The Tenant must notify Landlord of any changes in employment.
- U. The basement and/or attic may not be modified for the use as living quarters without written permission of the Landlord.
- V. Trampolines are not permitted on the Leased Premises.
- W. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- X. The Tenant must obtain written permission to install a satellite system or antenna on or around the Leased Premises.
- Y. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlord's written permission.
- Z. The use of any provided swimming pool or hot tub is at the Tenant's own risk. The Tenant further understands that any interruption of use will not alter or change any of the terms of this Lease.
- AA. The Tenant may not hang or place any signs on or about the Leased Premises.
- BB. The Tenant may not block the fire escape at any time.
- CC. The Tenant may not use windows, decks, or balconies for the purpose of drying laundry.

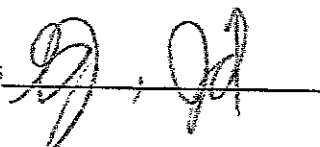
20. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

- A. Move-In/Move-Out Walk-Through Checklist
- B. Tenant Receipt of Key(s)
- C. Smoke-Free Property Addendum
- D. Lead Paint Pamphlet (EPA) for Units Built Before 1978
- E. Zero Tolerance for Criminal Activity
- F. Tenant Guest Policy
- G. Lead-Based Paint Disclosure & Certification
- H. Minnesota Landlords and Tenants-Rights and Responsibilities

21. INSURANCE:

Tenant is solely responsible for any damage or loss of the Tenant's personal property to the extent that the law permits. Accordingly, the Tenant is required to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. This policy must become effective on or before the beginning date of this Lease Agreement. If Tenant fails to obtain personal property/renters insurance, it is a breach of this Lease Agreement. Tenant must provide proof of insurance required by this Lease Agreement. It is a breach of this Lease Agreement if Tenant fails to provide proof of insurance upon Landlord's request.



22. SECURITY NOT PROMISED:

The Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Tenant and are in sound working order. Tenant understands that although the Landlord makes every effort to make the Leased Premises safe secure, this in no way creates a promise of security.

23. RIGHT OF ENTRY:

- A. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenant(s) the property.
- B. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
 - I. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.
 - III. Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

locks
↑

24. LEASE RENEWAL:

- A. At the end of this Lease Agreement, Tenant shall have the option to renew the Lease for an additional term that is equal to the initial term of this lease (Term of Lease Agreement) pursuant to the terms and conditions contained herein.
- B. If Tenant or Landlord does not wish to renew the Lease, written notice must be given to the other party at least 60 days before the end of the term (Term of Lease Agreement) to terminate the Lease (including any exercised renewal or extension thereof).

25. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Landlord may be sent to the following:
 - I. PO BOX 2605, Inver Grove Heights, MN, 55076
 - II. Email: kellyskie78@gmail.com
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
 - I. Regular mail
 - II. Personal delivery
 - III. Certified or registered mail, return receipt requested
 - IV. Email

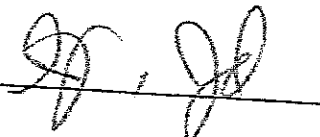
26. ABANDONMENT:

If Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Tenant in default of this Lease Agreement. If the Tenant fails to follow proper move out procedures, Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

27. LANDLORD'S REMEDIES:

If Tenant violates any part of this Lease Agreement including non-payment of rent, the Tenant is in default of this Lease Agreement. In the event of a default, the Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Tenant removed from the Leased Premises as well as seek judgment against Tenant for any monies owed to Landlord as a result of Tenant's default.

- A. The Tenant agrees that any expenses and/or damages incurred as a result of a breach of the Lease Agreement including reasonable attorney's fees will be paid to the prevailing party.
- B. The Tenant agrees that any court costs and/or fees incurred as a result of a breach of the Lease Agreement will be paid to the Landlord or the prevailing party.



28. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

29. CONDEMNATION:

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Tenant, however is responsible for all rent and charges until such time that Tenant vacates the Leased Premises.

30. ASSIGNMENT OR SUBLEASE:

Tenant agrees not to transfer, assign or sub-lease the Leased Premises without the Landlord's written permission.

31. JOINT AND SEVERAL LIABILITY:

The Tenant understands and agrees that if there is more than one Tenant that has signed the Lease Agreement, each Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

32. MISREPRESENTATION:

If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease.

33. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Tenant, Landlord, their Heirs, Assignees and Legal Successors.

34. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

35. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota.

36. ADDITIONAL CLAUSES:

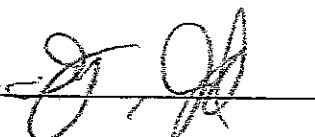
A. Notice: Landlords and Tenants: Rights and Responsibilities is written and published by the Minnesota Attorney General's Office as required by Minn. Stat. § 504B.275 (2006). This handbook is available through the Attorney General's website as well as in other formats upon request. Copies are free and available on-line at www.ag.state.mn.us or contact the Minnesota Attorney General's Office at 1400 Bremer Tower, 445 Minnesota Street, St. Paul, MN 55101.

37. PARAGRAPH HEADINGS:

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

38. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of Minnesota as well as any disclosures required by federal, state, and local jurisdictions.

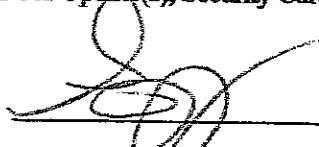


- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

By signing this Lease Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Lease Agreement including any addenda and that he/she has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Tenant's Signature:



Date:

1/4/17

Tenant's Signature:

Frank J. Deluca

Date:

1/4/17

Landlord/Agent Signature:

KSU

Date:

1-4-17

FD, JD



INFORMATION

As a courtesy, we are providing the utility company information for the property to assist you with moving in.

IMPORTANT:

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

Ecel Energy
PO Box 9477
Minneapolis, MN 55484-9477
Phone: (800) 895-4999

Find USPS change-of-address forms at <http://moversguide.usps.com>.

WALK-THROUGH CHECKLIST

Tenants: James John DeCarlo, et al.

Leased Premises: 919 Lawson Ave E.

Saint Paul, MN 55106

Room/Item	Move-In Condition DATE: 1-4-17	Move-Out Condition DATE:	Other Notes
LIVING ROOM/AREA			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
Other			
DINING ROOM/AREA			
DOOR & LOCKS			
WINDOWS & SCREENS			
CARPET OR FLOORING			minor wear and tear
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
Other			
HALLWAY			
CARPET OR FLOORING			
WALLS			
CEILING			
LIGHTS & SWITCHES			
KITCHEN			
STOVE/RANGE			
REFRIGERATOR			ice maker don't work
SINK-CABINETS-COUNTERS			
WINDOWS & SCREENS			
DISHWASHER			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
OTHER			

DOOR			
WINDOWS & SCREENS			
FLOOR			
WALLS			
CEILING			
SINK			
TUB AND/OR SHOWER			
TOILET			<i>low water pressure</i>
CABINET/SHELVES/ CLOSET			
TOWEL BARS/PAPER HOLDER			
LIGHTS & SWITCHES			
OTHER			
2nd BATHROOM/POWDER ROOM			
DOOR			
WINDOWS & SCREENS			
FLOOR			
WALLS			
CEILING			
SINK			
TUB AND/OR SHOWER			
TOILET			
CABINET/SHELVES /CLOSET			<i>being replaced</i>
TOWEL BARS/PAPER HOLDER			
LIGHTS & SWITCHES			
OTHER		<i>need to stay off floor 48 hours after install</i>	
BEDROOM			
DOOR			<i>no door</i>
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
CLOSET			
OTHER			
2nd BEDROOM			
DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
CLOSET			
OTHER			

DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			
CEILING/FAN			
LIGHTS & SWITCHES			
CLOSET			
OTHER			
OTHER ROOM			
DOOR			
WINDOWS & SCREENS			
CARPET OR FLOORING			
WALLS			minor wear
CEILING			
LIGHTS & SWITCHES			
CLOSET			
OTHER			window fixtures included
EXTERIOR			
DOORS			
WINDOWS & SCREENS			
SIDING/EXTERIOR			
FENCING			
FRONT YARD			
REAR YARD			
GARAGE/SHED		not included	
OTHER			

Landlord/Manager: Kelly Skie

Phone:

X K. Skie
Kelly Skie

Date 1-4-17

SIGNATURE OF TENANT(S):

Tenant accepts the entire Leased Premises in good condition with the exception of the item(s) listed above. Tenant understands that he/she is responsible for any damage to the Leased Premises caused by the Tenant, all occupants and/or guests during the occupancy.

Print Name: Sara Johnson X [Signature] Date 1/4/17

Print Name: James J. DeCarb X [Signature] Date 1/4/17

Print Name: _____ X _____ Date _____

Print Name: _____ X _____ Date _____

Landlord: Kelly Skie
Tenant: James John DeCarlo, Sara Johnson
Leased Premises: 919 Lawson Ave E., Saint Paul, MN 55106

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

The Landlord has zero tolerance for criminal activity in or around the Leased Premises.

This policy applies to all Tenants, occupants, guests, and any visitors in or around the Leased Premises. The Landlord will immediately report any evidence of criminal activity to the proper authorities, and the Tenant's engagement in any criminal activity is a default of the Lease.

The Tenant understands his/her responsibility to call the police/emergency services and report any suspicious activity observed, and then notify the Landlord.

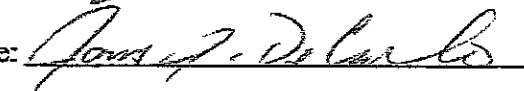
The Tenant understands that disturbances of the peace not only infringe on the neighbors' peaceful enjoyment of their property, but are also a default of the Lease.

In the event of any criminal activity in which the Tenant is directly or indirectly involved, the Landlord will take the legal measures necessary to evict the Tenant(s) from the Leased Premises. This includes but is not limited to illegal drug activity, gang involvement, organized crime and disturbances of the peace.

The Tenant understands that violation of this addendum is a default of the Lease and will result in the Landlord taking the necessary steps towards eviction of the Tenant. The Tenant may then be responsible for the rent remaining due for the balance of the Lease term, court costs, attorney fees, and other charges in accordance with all applicable Minnesota, local laws and regulations.

Tenant's Signature:  _____

Date: 1/4/17

Tenant's Signature:  _____

Date: 1/4/17

Tenant's Signature: _____

Date: _____

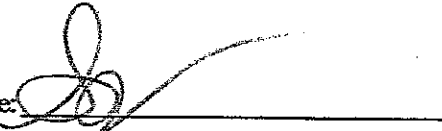
LANDLORD: Kelly Skie
TENANT(S): James John DeCarlo, Sara Johnson
LEASED PREMISES: 919 Lawson Ave E.
LEASE DATE: January 4, 2017

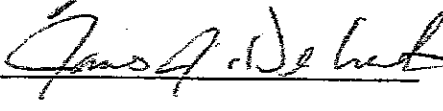
This Addendum is incorporated into and made part of the Lease executed by and between Kelly Skie and the James John DeCarlo, Sara Johnson for the Leased Premises located at 919 Lawson Ave E., Saint Paul, MN 55106.

A "guest" is defined as a person invited into the Leased Premises by the Tenant(s) and/or Occupant(s).

A guest may not stay overnight for more than consecutive nights without the written permission of the Landlord.

All guest(s) must observe and obey all terms and conditions contained in the Lease. If the Tenant and or the Tenant's guests violate any part of this Guest Policy, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with Minnesota and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

Tenant's Signature:  Date: 1/4/17

Tenant's Signature:  Date: 1/4/17

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Landlord: Kelly Skie
Tenant: James John DeCarlo, Sara Johnson
Leased Premises: 919 Lawson Ave E., Saint Paul, MN 55106

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between Kelly Skie (Landlord) and the James John DeCarlo, Sara Johnson (Tenant) for the Leased Premises located at 919 Lawson Ave E., Saint Paul, MN 55106.

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

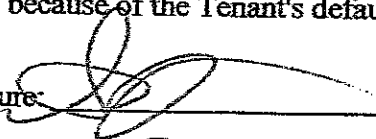
For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of a smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant's Signature:  Date: 1/4/17

Tenant's Signature:  Date: 1/4/17

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's (Landlord's) Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (initial (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (list documents below)

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's (Tenant's) Acknowledgement (initial):

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial):

e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessee's (Tenant's) Signature: [Handwritten Signature]

Date: 1/4/17

Lessee's (Tenant's) Signature: [Handwritten Signature]

Date: 1/4/17

Lessee's (Tenant's) Signature: _____

Date: _____

Lessee's (Tenant's) Signature: _____

Date: _____

Lessor's (Landlord's) Signature: _____

Date: _____

Agent's Signature: _____

Date: _____

PO BOX 2605
Inver Grove Heights, MN 55076

James John DeCarlo, Sara Johnson
919 Lawson Ave E.
Saint Paul, MN 55106

To: James John DeCarlo, Sara Johnson
From: Fred Rashaw
Date of Notice: 04-01-2017
RE: 919 Lawson Ave E.

Dear James John DeCarlo, Sara Johnson,


I would like to take the time to introduce myself as the new Landlord of the Leased Premises. Your current Lease and payment terms will remain in full force. However, all payments, maintenance requests and correspondence shall be sent to the address listed at the top of this letter.

If you currently use an automatic draft, cash deposit or electronic payment for your lease payment, please contact your financial institution immediately and take the necessary steps to transfer the automated payments.

I look forward to providing you with exceptional management, including prompt maintenance service, as well as maintaining a safe and attractive environment to live in.

Please feel free to contact me with any questions or concerns you may have.

PO BOX 2605
Inver Grove Heights, MN 55076

 Kelly Skie

James John DeCarlo, Sara Johnson
919 Lawson Ave E.
Saint Paul, MN 55106

May 1, 2017

Our records indicate that your Lease is due to expire on 6/30/2017. We are pleased to offer you the option of renewing your current Lease:

Year(s) Month to Month Months

If you agree to continue the Lease, all terms and conditions of your Lease will remain in full force and effect.

Please return the bottom of this notice to indicate your acceptance to continue the Lease term. The Lease will continue automatically if you fail to respond to this notice.

I look forward to a continued and rewarding relationship. Feel free to contact me with any questions or concerns.

Please check one:

I would like to renew my current Lease as specified.

I will not be renewing my Lease and will vacate the Leased Premises at the end of the current Lease term. I understand that in order to terminate my Lease, I must provide written notice to the Landlord by 5/20/2017.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Sincerely,

Fred Rashaw



WARM AIR, VENTILATION & GENERAL SHEET

PERMIT#: 20 16 076003
Issued Date: September 06, 2016

CITY OF SAINT PAUL
Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:	OWNER:
KELLY A WILKE 919 LAWSON AVE E ST PAUL MN 55106-3218	KELLY A WILKE 919 LAWSON AVE E ST PAUL MN 55106-3218
PERMIT ADDRESS: 919 LAWSON AVE E ST PAUL MN 55106-3218	Inspector: James L. Phone: 651-266-9061 Schedule Inspection: 7:30- 9:00 AM Monday - Friday
SUB TYPE: Ventilation Only	WORK TYPE: Residential Replace

REPLACE DRYER DUCT

# of Dwelling Units	1	Estimated Value of Work	\$5.00
# of Dwelling Units Worked On	1	Ventilation	Yes
Laundry	Yes	Contractor Name	Kelly A Wilke
Application Method	WALK-IN	Date Received	Sep 06, 2016

FEES	
Permit Fee	72.00
Surcharge B	0.50
TOTAL	\$72.50

Minnesota Rules, Chapter 1300.0210 Inspections: The person doing the work authorized by a permit shall notify the building official that the work is ready for inspection. The person requesting an inspection required by the code shall provide access to and means for inspection of the work. Mechanical systems shall remain accessible and exposed for inspection purposes until approved.



WARM AIR, VENTILATION & GENERAL SHEET

PERMIT#: 20 16 076003
Issued Date: September 06, 2016

CITY OF SAINT PAUL

Department of Safety & Inspections
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

www.stpaul.gov/dsi
Phone: 651-266-8989
Fax: 651-266-9124

CONTRACTOR:

KELLY A WILKE
919 LAWSON AVE E
ST PAUL MN 55106-3218

OWNER:

KELLY A WILKE
919 LAWSON AVE E
ST PAUL MN 55106-3218

PERMIT ADDRESS:

919 LAWSON AVE E
ST PAUL MN 55106-3218

Inspector: James L.

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Schedule Inspection:
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Estimated Value of Work	\$5.00	# of Dwelling Units Worked	1
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August 19th landlord 101 class

2 messages

Landlord 101 class

Smith, David (Cl-StPaul) <David.Smith@ci.stpaul.mn.us>
To: "kellyskie78@gmail.com" <kellyskie78@gmail.com>

Fri, Aug 18, 2017 at 8:44 AM

Fred and Kelly,

This email is to inform you that the class for August 19th is cancelled due to being bumped off the schedule at the Palace community center. We have tried to reach out to every possible location we could have the class, but could not find a suitable venue. I sincerely apologize for the inconvenience. I also left you a voicemail with this information. An alternate class will be held Saturday September 23rd, 2017. Please respond to this email by September 8th to confirm attendance. Here is the information for the class:

Saturday

September 23, 2017

8:30 a.m. to 3:30 p.m.

Saint Paul Police Department

Western District

389 Hamline Ave. N.

Saint Paul, MN 55104

651-268-6512

This course is designed for the first time landlord in the City of Saint Paul, and will lay down the foundation that enables participants to continue development of property management skills.

Please bring your own note taking materials and snacks/beverages. We will be taking a lunch break, and there are several eating establishments in close proximity to the classroom. If you would like a copy of the course materials and resources, please bring a blank flash drive or memory card to the session. A certificate of completion will be provided at the end of the session.

Please call me with any questions, or concerns. I look forward to your participation and welcome your feedback.

Thank You,

David Smith

DSI Fire Inspector I

Department of Safety and Inspections

375 Jackson Street, Suite 300

Saint Paul, MN 55101

P: 651-268-6995

david.smith@ci.stpaul.mn.us

Kelly Skie <kellyskie78@gmail.com>
"Smith, David (Cl-StPaul)" <David.Smith@ci.stpaul.mn.us>

Mon, Oct 16, 2017 at 11:54 AM

Landlord 101

Mon, Oct 16, 2017 at 3:37 PM

Smith, David (CI-StPaul) <David.Smith@ci.stpaul.mn.us>
From: "kellyskie78@gmail.com" <kellyskie78@gmail.com>

Kelly,

Attached is the registration form for the Q1 classes for next year. Please fill out the form and return it to me so I can get you signed up.

Thank You,

David Smith

DSI Fire Inspector I

Department of Safety and Inspections

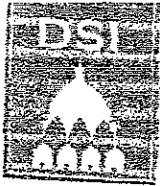
375 Jackson Street, Suite 220

Saint Paul, MN 55101

P: 651-206-8900

David.Smith@ci.stpaul.mn.us

 **Landlord Registration.pdf**
159K



**CITY OF SAINT PAUL
DEPARTMENT OF SAFETY & INSPECTIONS
FIRE SAFETY INSPECTION DIVISION**



LANDLORD 101

2018 REGISTRATION FORM

This training, and the landlord information that is provided by the Department of Safety and Inspections is designed for the first time landlord in the City of Saint Paul to provide foundations for the development of their property management skills, and for those experienced city landlords who wish to better understand tenant, landlord relationships and responsibilities. The manual and training should not be regarded as legal advice or considered a replacement for the landlord's responsibility to be familiar with the law. In that regard, I release the Department Safety and Inspections and employees from all liability and responsibility from my participation in this program.

Signature [Handwritten Signature]

Date 10/20/17

Please Print:

Name Kelly Skje Fred Rashaw

Mailing Address P.O. Box 2605

City / State / Zip Inver Grove Heights, MN 55077

Business, Management Company, or apartment complex you represent

Phone 6513989977

E-Mail Address Kellyskje78@gmail.com

Number of properties in Saint Paul? 1

(Please list on back)

Number of units in each? 1

Referral Source:

Name Fire Department

Agency

RCLE DATE CHOSEN:

TURDAY
January 6, 2018
10a.m. - 3:30 p.m.

TWO THURSDAY NIGHTS
February 8 & 15, 2018
5:30p.m. - 8:30 p.m.
(Attendance both nights is Required)

SATURDAY
April 14, 2018
8:30a.m. to 3:30 p.m.

Confirmation letter & map will be sent prior to the training



Kelly Skie <kellyskie78@gmail.com>

Fwd: Re: Locks changed by you

1 message

no access to house

Fred Rashaw <fredrashaw@gmail.com>
To: kellyskie78@gmail.com

Mon, Nov 6, 2017 at 9:52 PM

Forwarded message

From: "Fred Rashaw" <fredrashaw@gmail.com>
Date: Nov 2, 2017 7:27 PM
Subject: Re: Locks changed by you
To: "Jay DeCarlo" <decarloj3@gmail.com>
Cc:

I changed the the locks b4 you moved in and kept 2 sets of keys... neither set worked tonight and I'm not going to set outside and knock in the cold for you not to answer... i told you i was going to be right back with a 2nd set of keys and those didnt work either... I'm not trying to play your email game. I just want to get this court and do your final walk through and get past this whole situation...

On Nov 2, 2017 7:19 PM, "Jay DeCarlo" <decarloj3@gmail.com> wrote:

Why wouldnt you knock or call jay when you got here? No we did not change the locks. I told you before that I only added a lock and door handle on the garage and that I gave the duplicate to the owner. If you lost your set of keys to the front door, I will gladly make you another copy if you would like.

On Nov 2, 2017 6:37 PM, "Fred Rashaw" <fredrashaw@gmail.com> wrote:

Per your request from our last text message regarding me coming to the house in not getting an answer and also the keys not working... I returned to the house and did not get an answer and tried to gain access with the 2nd set of keys given to me by the owner and those keys also did not work to gain access to the porch which means I cannot patch the ceiling or apply the globe to the light fixture tonight... You or J change the locks without giving us any notice which is in violation of your lease.

Handwritten mark on the left margin.

Jerney - Concrete
612 247 8987

One sec

651 363 5726 Jay and Sara

Thank you

Wed, Oct 11, 8:26 PM

Hey bro did u get a chance to get over there

Yes I did today it was when they said they would be home I called them on Saturday afternoon and they said that they wouldn't be around until today which means fire inspector was there before me so I don't know what the deal is with that shit but I did fix the toilet and the sink

← Oct 7th Tenants denied access until after inspection

Thu, Oct 12, 1:04 AM

Ok thank you

I tried to be there before the 10th

Thu, Oct 12, 9:34 AM

I know they just try to make everything so difficult

Type a message

