

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

FIRST JUDICIAL DISTRICT

Gomaa Elzamel
831 Magnolia Ave. E.
St. Paul, MN 55106,

Case Type: Eviction

Court File No. _____

Judge _____

Plaintiff,

vs.

**EVICTIION ACTION COMPLAINT
(Minn. Stat. § 504B.285, Subd. 1)**

Richard Lee Anderson
948 Cook Ave. E.
St. Paul, MN 55106,

Defendant.

Gomaa Elzamel, for his Eviction Complaint against Richard Lee Anderson, and all those claiming a right of possession under the Defendant, states and alleges as follows:

1. This is a holdover eviction concerning the real property located at 948 Cook Ave E., St. Paul, MN 55106 [Ramsey County Property ID #282922240131] (the "Premises").
2. Plaintiff is the owner of the Premises.
3. The Premises is a residential dwelling that rents individual rooms within the Premises.
4. Defendant Richard Lee Anderson ("Anderson") (D.O.B. unknown) is a Minnesota resident with a last known address of 948 Cook Ave E., St. Paul, MN 55106.
5. Defendant rented a room within the Premises under a written Lease with a term of May 28, 2024 to December 1, 2024, attached as Exhibit A.
6. The Lease would convert to a month-to-month lease if Defendant paid and Plaintiff accepted rent after the expiration of the term of the Lease.
7. The Lease has not been extended by Plaintiff.

8. Monthly rent in the amount of \$675.00 was due on the first day of each month.
9. Defendant did not pay the following rent and other fees (attached as Exhibit B):
 - a. November 2024 rent: \$675.00
10. A written notice dated November 27, 2024 was mailed to Defendant and posted on the door of the Premises, noting the Lease was expiring, that it would not be renewed, and that Defendant was to vacate the Premises by the end of the Lease term. See attached Exhibit C.
11. Defendant has not vacated the Premises.
12. Defendant has taken over the entire Premises and will not allow Plaintiff access to the Premises.
13. The tenancy is not affected by a federal or state housing subsidy program through project-based federal assistance payments; the Section 8 program, as defined in section 469.002, subdivision 24; the low-income housing tax credit program; or any other similar program.
14. Plaintiff, having a present right of possession of the Premises, has complied with Minn. Stat. §504B.181 by disclosing to Defendant the name and address of the person authorized to manage the Premises and an owner or agent authorized by owner to accept service of process and receive and give receipts for notice and demands, and the foregoing information was known by Defendant before the filing of this action.
15. Defendant is still in possession of the Premises and Plaintiff seeks to have the Defendant, and all those claiming a right of possession under Defendant, removed.
16. Plaintiff is entitled to judgment against the Defendant for immediate restitution of the Premises, plus costs and disbursements incurred herein.

WHEREFORE, Plaintiffs request that this Court enter judgment in their favor,

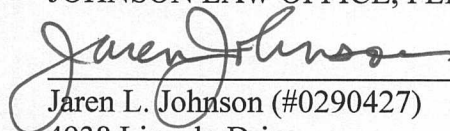
1. Issuing a Writ of Recovery to Plaintiff providing for the immediate eviction of Defendant Richard Lee Anderson, and all those claiming a right of possession

under Defendant, from the Premises located at 948 Cook Ave E., St. Paul, MN 55106;

2. Granting Plaintiff's costs, disbursements and statutory attorney's fees in bringing this action; and
3. Granting such other relief as the Court deems just and equitable.

Dated: January 2, 2024

JOHNSON LAW OFFICE, PLLC



Jaren L. Johnson (#0290427)

4938 Lincoln Drive

Edina, MN 55436

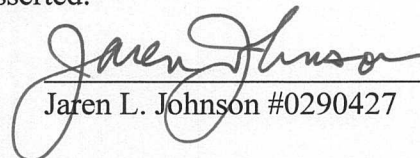
Tel: (612) 466-0668

jaren@johnsonlawmn.com

Attorney for Plaintiff

ACKNOWLEDGMENT

Plaintiff, through their undersigned attorney, acknowledge that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.211 to the party against whom the allegations in this pleading are asserted.

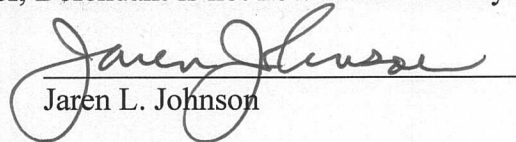


Jaren L. Johnson #0290427

VERIFICATION AND AFFIDAVIT OF NON-MILITARY STATUS

Jaren L. Johnson, being duly sworn, states that that he is the attorney for the Plaintiff in this action; that he has read this Complaint; that the allegations stated in it are true to his knowledge; and that, to his information and belief, Defendant is not now in the military or naval service of the United States of America.

Hennepin County, MN



Jaren L. Johnson

State of MN

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made this 5/28 2024 by and between

Landlord: [Signature] ("Landlord") AND

Tenant(s): [Signature] ("Tenant")

In the event there is more than one Tenant, each reference to "Tenant" shall apply to each of them jointly and severally. Each Tenant is jointly and severally liable to Landlord for payment of rent and performance in accordance with all other terms of this Agreement. Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The premises leased is a/an apartment house condominium room townhouse duplex semi-detached house other _____ with:
- (a) _____ bedroom(s)
 - (b) _____ bathroom(s)
 - (c) _____ parking space(s) Parking is not included with this Premises

located at 948 Cook Ave E City of St. Paul State of MN 55106
(the "Premises")

Storage

The Premises includes the following storage space: _____

Furnishings (check one)

The Premises is NOT furnished.

The Premises includes the following furnishings: _____

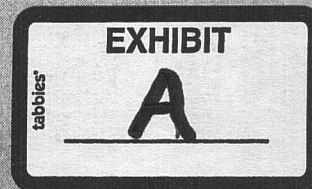
Additional description of the premises: _____

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord according to the terms and conditions set forth herein, the Premises.

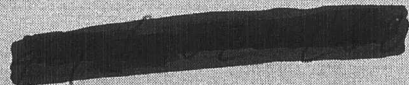
3. Term. The Agreement shall be considered a: (check one)

Fixed Lease. This Agreement will be for a term beginning on 5/28 2024 and ending on 12/1 2024 (the "Term"). At the end of the Term:

A month-to-month holdover tenancy will be created. If Landlord accepts a rent payment from Tenant, other than past due rent or additional rent, after the Term expires, both parties understand that a month-to-month holdover tenancy will be created at the agreed upon monthly rent, unless proper notice has been served as required by applicable law. If either Tenant or



SSN/



late fee
dec 30

landlord /
benefit

675 deposit

675 rent

30 base rent

1375 1300

1000 PERP

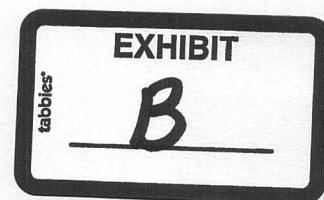
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Richard Lee Anderson tenancy at 948 Cook Ave. E., St. Paul, MN 55106.

Itemized list of amounts due as of January 2, 2025 pursuant to Minn. Stat. 504B.321, Subd. 3(2):

1. November 2024 rent: \$675.00

Total owed: \$675.00



State of Minnesota

Rev. 133C64B

NOTICE OF TERMINATION

11/27/2024

To: Richard
Lee Anderson

Rental Property:

948 cook ave e
St. Paul MN 55106

YOU ARE HEREBY NOTIFIED THAT, under the terms of the Lease Agreement dated November 28 , 2024 (the "Lease") for the rent and use of the premises listed above now occupied by you:

THE LEASE ENDED AND WAS TERMINATED ON NOVEMBER

You must vacate the premises and deliver possession of the same to me by 6PM on the date of delivery of this notice. You are further notified that unless you vacate the premises, legal action may be initiated against you.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

THIS NOTICE IS PROVIDED TO YOU IN ACCORDANCE WITH THE LEASE AND **Minnesota** CODE OF CIVIL PROCEDURE §1161. NOTHING IN THIS NOTICE IS INTENDED OR SHALL BE CONSTRUED AS A WAIVER BY THE LANDLORD OF ANY RIGHTS OR REMEDIES THE LANDLORD MAY HAVE UNDER THE LEASE OR UNDER STATE OR FEDERAL LAW.

Signature

Date

11/27/2024

Landlord's Contact Information:

Elzamel
831 magnolia ave E
St. Paul MN 55106
Gomaaelzamel@gmail.com
6124912895

