

KENNETH GYASI
8082 Stone Creek Court |
Minnetrista, MN 55375
763-360-8366 |
kgyasi1950@mchsi.com

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Friday, June 03, 2011

Ms. Marcia Moermond
Legislative Hearing Officer
City of Saint Paul
310 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102-1615

Re: Appeal for property 913 St Anthony Avenue, St Paul 55104

Dear Ms. Marcia Moermond:

As per the letter dated May 26, 2011, I have also enclosed copies of:

- Skills and Landlord responsibilities, I have had as landlord.

I am very grateful for the court to afford me this opportunity to present this note. I also want to thank you in advance for not denying me the appeal for item #15 on the deficiency list.

If you have questions, please call me at 763-360-8366. I look forward to hearing from you soon.

Sincerely,



KENNETH GYASI

ENCLOSURES

Landlords' Skills and Responsibilities

With my limited experience as a landlord, I have come to realize that landlords need to wear many hats. Among the many duties of a landlord is to repair rental property and keep it in habitable condition for the tenants. Also, whenever, I have to enter a rental property, I must provide adequate notice to tenants in a timely manner, except in emergencies (as occurred on April 3, 2011, at 913 St Anthony Ave - tenant flooding 2nd and 1st Level apartments).

As a landlord, I have not run into some of the problems many landlords encounter with their tenants by not repairing or fixing problems of the rental units. I believe in the 'Golden Rule', - 'Do unto others as you want them do unto you'. I therefore, repair problems with my rental properties as soon as they occur. Heating and plumbing problems, because of their unique nature, should be handled within 24 hours of learning of the issue. For other problems that are not as immediate, repairs should be made within 48 hours. As a landlord, I always keep in mind that I need to provide an advance notice to tenants before entering the rental property. Only in emergencies, like floods or fires, can a landlord enter a rental unit without advance notice.

Repairs and Maintenance

As a landlord, I am required to make sure my rental property is in a habitable condition when the tenant first moves in. Also, once the tenant moves in, I am required to make repairs and conduct maintenance to keep the rental property in habitable condition. A habitable property is one that has adequate heating, water, electricity, cleanliness, and is structurally sound.

In addition, as a landlord I look at the local codes regarding the standards for things like ventilation, light and electrical wiring. In St. Paul the city require that landlords place smoke and Carbon Monoxide detectors in key locations (ten feet from

bedrooms) in a rental home, and to regularly check these smoke and Carbon Monoxide detectors and replace batteries when needed.

In Minnesota, as a landlord I am required be aware of, and protect, my tenants' safety. So I ensure that there are latches on all exterior windows, that is a locking doorknob and deadbolt on each exterior door, a pin lock mechanism and handle latch lock for each exterior sliding glass door. In addition, I change all the locks to a rental property between tenancies.

Because of the varying nature of landlord duties, I carefully consult local codes regarding rental properties in the state and St Paul city. Normally, I can find this information at the local building or housing authority, as well as local health and fire departments.

Required Repairs

As a landlord, if I fail to make the necessary repairs or maintenance after receiving a request from a tenant, there could be a number of consequences. First, the tenant could elect to withhold all rent until the repair is made adequately.

Second, if I fail as a landlord to repair a problem in a timely manner after receiving notice, the tenant has the option of hiring an outside party to make the necessary repairs. The cost could be deducted from their next rent check.

Also, if the problem violates state or local building or health codes, the tenant may decide to contact the local authorities regarding the issue. If inspectors come out and find the problem, the landlord will be required or ordered to fix the problem.

Lastly, if the problem is pervasive and disturbs the tenant's right to live in a habitable structure, the tenant may choose to simply move out of the rental unit and end the lease agreement. This could lead to a lawsuit against the landlord, called a constructive eviction lawsuit. In order to prevail in this

suit, the tenant must be able to show two things. First, the tenant must prove that the uninhabitable conditions were a result of the landlord's lack of action to fix the problems. Second, the tenant must also show that they left the rental property in a reasonable time. If the landlord cannot put up a strong defense, he may be facing money damages for breaking the lease, emotional and physical stress, and discomfort from the bad conditions.

Notice to Tenants about Upcoming Entry onto the Rental Property

Landlords are required to give notice to tenants prior to entering the rental property informing the tenants about the necessity to enter to make repairs, or to show the place to prospective new tenants. In Minnesota, I am required as a landlord to give notice to tenants 24 or 48 hours before the entry is to take place. However, as mentioned earlier, a landlord can enter a rental property at any time without notice in order to make an emergency repair. In addition, as a landlords I can enter a rental property without notice if the tenant is away for an extended period of time, in order to check up on the property and make necessary repairs.

If a landlord breaks this law, they can be subject to a lawsuit by the tenant. A tenant may claim for harassment if the landlord enters the rental property without proper notice and may result in a monetary fine against the landlord.

I am aware that many Landlords do not care about tenants, and are in it solely for the paycheck.

As fire precaution, I have provided a fire extinguisher for each unit, in case of emergency.

Before a tenant's application for lease is accepted, I conduct a thorough background check on the tenant and if possible visit

the tenant's current abode at the time of application. I also go through the Rental agreement line by line to enable them understand the Lease Agreement.

I provide them with other documents required by law, for example federal law concerning lead-based paint from housing in 1978 and older.

I provide them with a copy of tenants rights or direct them to a website to obtain such information.

I purchased this property for my children and I intend to keep it. St Paul is one of the best cities in the USA.