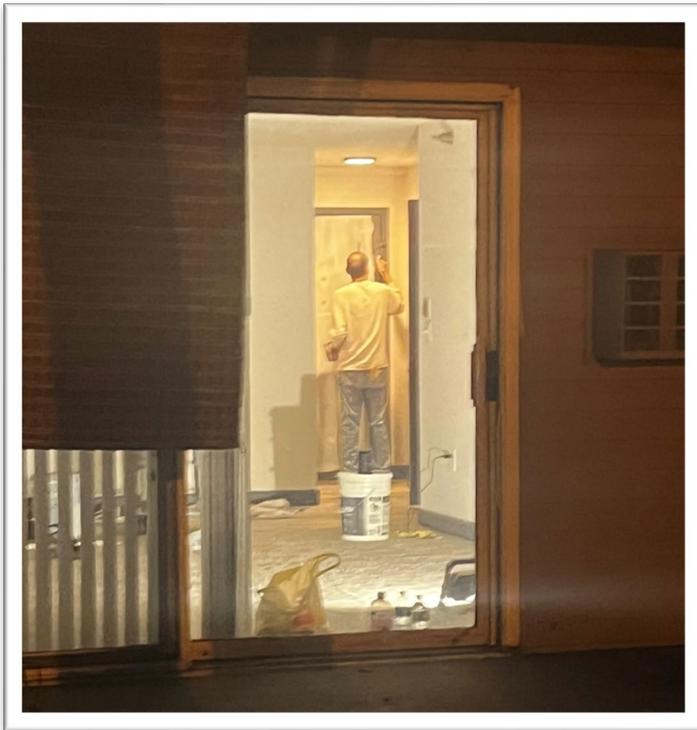


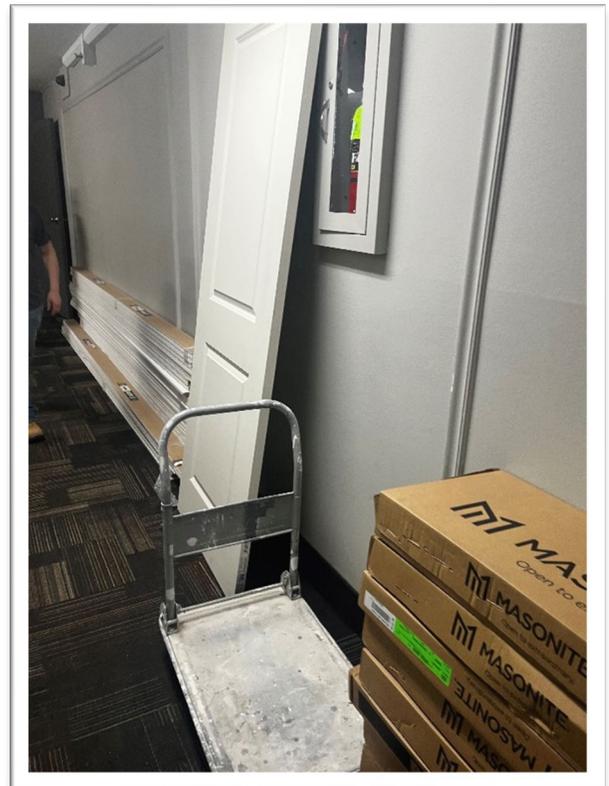
DECLARATION OF SUMEYA MOHAMED

1. My name is Sumeya Mohamed. I am a tenant at The Haven of Battle Creek, 200 Winthrop Street South, Unit 313, St. Paul, Minnesota (“Haven”). I live in a three-bedroom apartment with my mother Rukia Bile, and my four siblings. We have lived at Haven since 2015. The statements in this declaration are made on my personal knowledge.

2. Since Marquette Management (“Marquette”) took over as Haven’s property manager in May 2021, I have seen extensive renovation being done throughout the building, both in individual units and in common areas. I have not seen protective barriers set up, nor have I seen efforts by contractors to ventilate or contain dust or debris from the renovation. I have never received a “Renovate Right” notice and have only received sporadic renovation notices related to the closing of common spaces like the garage or pool. The photos below are true and correct representations of what I witnessed.



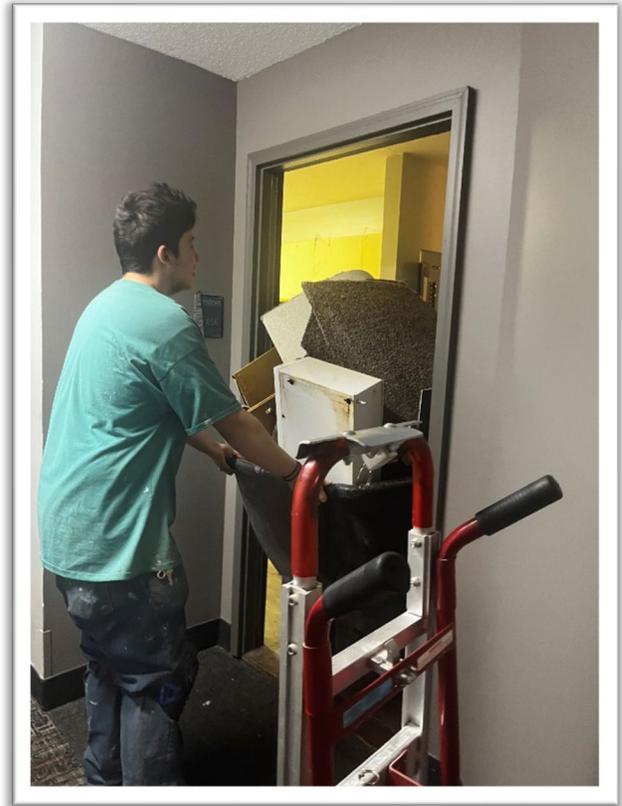
Worker painting trim in apartment unit, with evidence of apparent floor removal. Picture taken March 6, 2023.



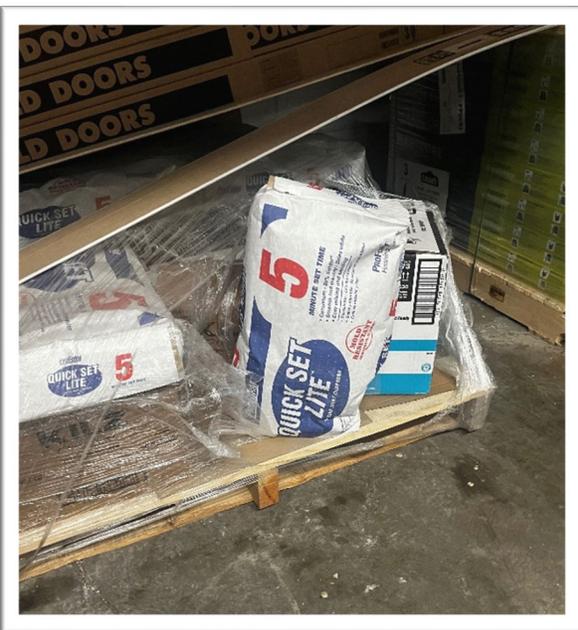
New baseboards and doors waiting for installation. Picture taken March 31, 2023.



Screengrab from a video I took on May 22, 2023, showing renovation, including apparent floor and baseboard removal, being done in Unit 307.



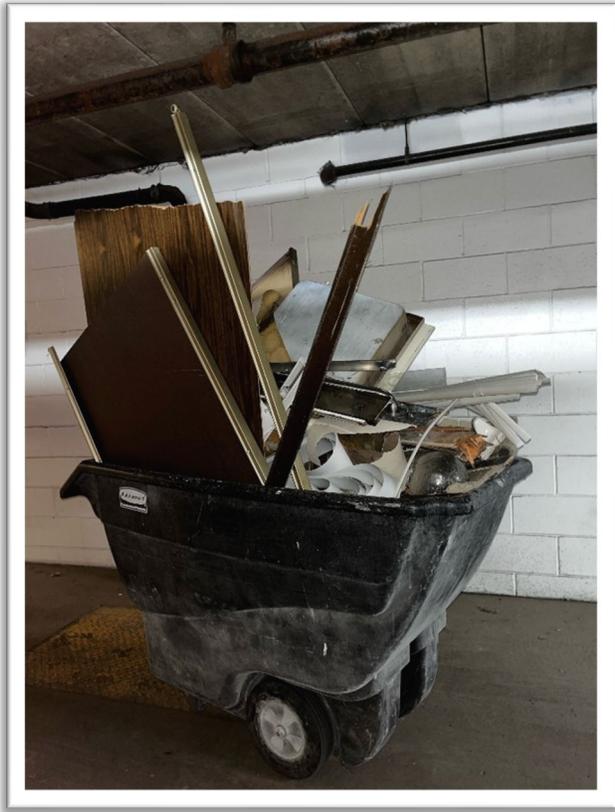
Worker transporting carpet remnants and cabinet drawers out of Unit 454. Picture taken May 1, 2023.



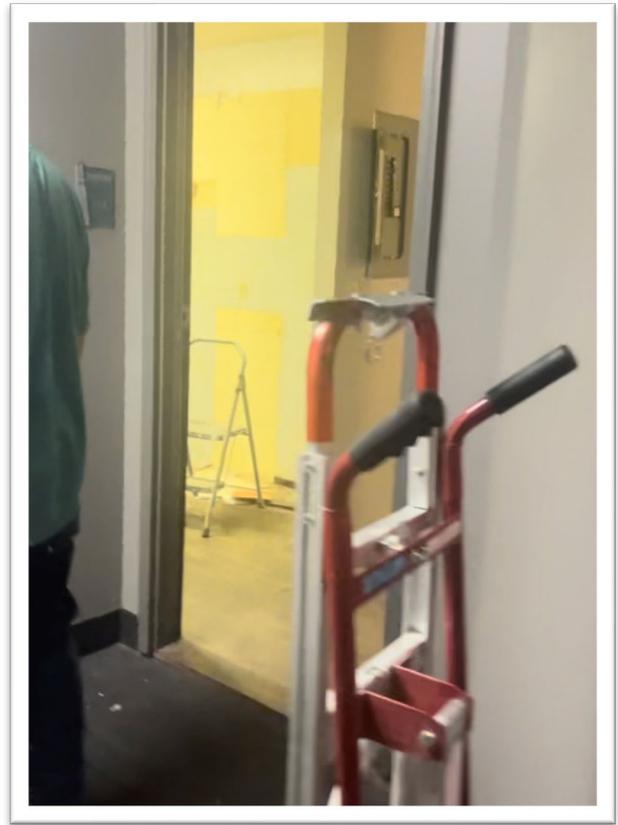
Renovation materials, including bifold doors and a joint setting compound, found in the Haven parking garage. Picture taken June 6, 2023.



Refuse from renovation, including floor padding and florescent lightbulbs, sitting in Haven hallway. Picture taken April 8, 2023.



Refuse from renovation, including closet doors, baseboard, flooring, and other materials sitting in Haven parking garage. Picture taken on May 17, 2023.



Screengrab from a video I took May 1, 2023, showing renovation, including apparent floor and cabinet removal.



Old refrigerators, ovens, and other appliances left outside of Haven. The picture on the left is from February 1, 2023, and the picture on the right on June 21, 2023.

3. I often see workers from DOCI Companies completing the renovation work. On multiple occasions I've seen DOCI workers transporting construction material into and out of units, hauling renovation debris through the building, and tracking dust out of units they appear to be renovating.



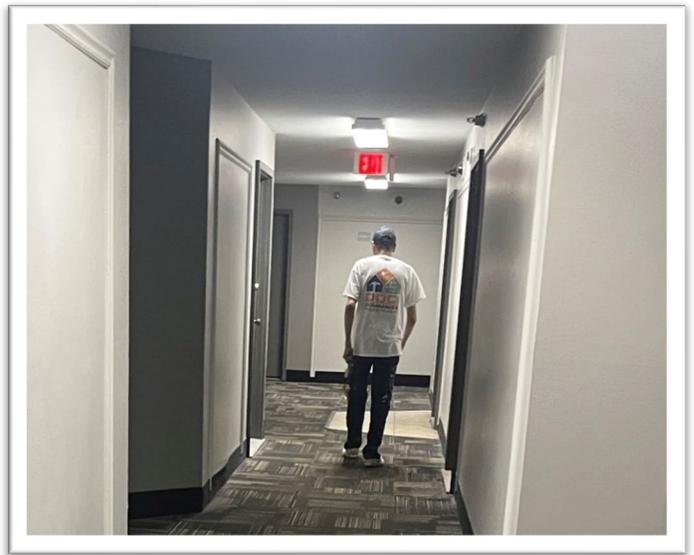
Equipment labeled "DOCI Construction" found in a Haven hallway. Picture taken March 30, 2023.



Screengrab from video I took on March 31, 2023, where I witnessed workers unloading appliances from a DOCI truck.



DOCI worker transporting a toilet. Picture taken May 24, 2023.



DOCI worker walking down a Haven hallway on June 19, 2023.

4. In addition to constant renovation, many other changes have occurred since Marquette took over. For example, under our last property manager, water, sewer, gas, and trash utilities were included in our monthly rent. The screengrab below is from the relevant portion of my household’s 2019 lease and shows that the only utility required to be paid by tenants was electricity.

RESIDENTIAL LEASE

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

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

RESIDENT* (list all persons, and their dates of birth, who will live in the apartment) Rukia Bite (1.1.83),
Shukri Mohamed (12.4.99) & Sumeya Mohamed (11.21.00),
Sharmaine Mohamed (10.20.03), Mohamed Hersi (2.7.15)
Mc Saah Hersi (10-1-18)

MANAGEMENT: (enter company name if applicable) Phoenix Apartments 200 S Winthrop LLC, St Paul MN 55119

STREET ADDRESS OF PREMISES (Apartment) 200 S. Winthrop St.

APARTMENT NO. 313 **DURATION OF LEASE** (enter number of months or month-to-month) month

STARTING DATE OF LEASE 7-1-19 **DATE THIS LEASE ENDS** (if appropriate) month-to-month

NOTICE PERIOD two full months, plus one day written notice

MONTHLY APARTMENT RENT \$1442 **LATE RENT FEES** 8%

OTHER MONTHLY RENT CHARGES (e.g. garage) \$105 garage

TOTAL MONTHLY RENT \$1547 **SECURITY DEPOSIT** 475 **MOVE IN FEE** na

UTILITIES INCLUDED IN RENT: Heat Water Other garbage, sewage, gas

UTILITIES PAID BY RESIDENT: Electricity Telephone Other Cable/Internet

(the following is required by Minnesota Statutes, Section 504B.181) **Other** The Premises were constructed prior to 1978
 See attached disclosure for information

Authorized Manager of Apartment: MAIN STREET COMPANIES LLC

5. When Marquette took over Haven, that changed. In July 2022, with little explanation from Marquette, my household was charged a \$20 “setup fee,” a \$4.50 “service fee,” a \$20.71 gas charge, a \$22.66 water/sewer charge, and a \$6.63 trash charge. Over the last few months, my household’s monthly utility charges have been as high as \$54.14 for water/sewer and \$80.35 for gas.

6. My household was provided no disclosures as to what the new utilities may cost prior to signing a Marquette lease in April of 2022. It was only on September 21, 2022—three months after Marquette started charging utilities—that a letter detailing the total monthly utility costs of the building for the prior year was stuck in the door of my apartment.

7. In addition, since Marquette took over, my household has had trouble getting repairs completed. For example, on April 29, 2022, my household submitted a maintenance request through Marquette’s portal. We requested that our dishwasher, balcony screen door, and internet wall connector be fixed, and reiterated a prior request for fixing closet doors. Below is a screengrab of our household’s request.

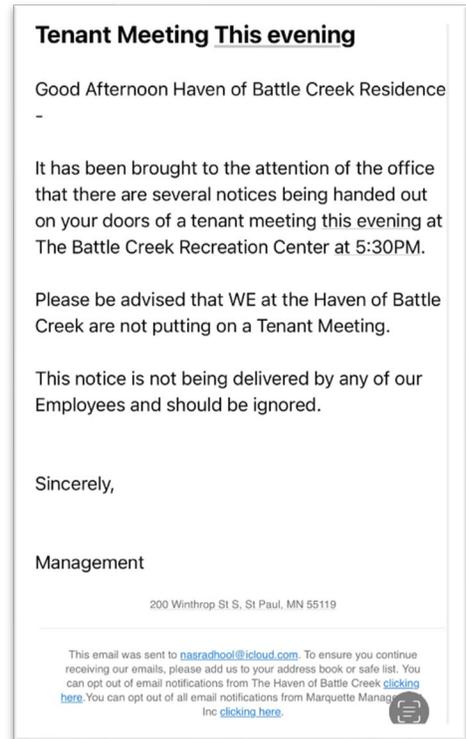
REQUEST # 809534
REQUESTED 4/29/2022
CATEGORY Apartment-Kitchen
DESCRIPTION All closet door in our units that we have been requesting gets fixed since 4/27/22 per portal Dishwasher in unit Balcony screen door Internet wall connector in the living room
STATUS Work Completed
DATE COMPLETED 6/30/2022
MAINTENANCE NOTES
ORIGINATOR Rukia Bile
ATTACHMENTS

8. Marquette did not respond to our repair requests. Nearly two months later, on June 23, 2022, I sent an email to Marquette with a 14-day written notice of Marquette’s failure to properly maintain and repair the following: all closet doors in my apartment, the balcony screen door, the dishwasher, and the internet wall connector. Marquette completed the requested work on June 30, 2022. But, a month later my household received a letter from Marquette threatening lease “termination” because “it has come to management attention that your apartment/living condition is posing multiple health and safety risks.” Marquette’s letter did not identify what the alleged “multiple health and safety risks” were, why my household was responsible for them (rather than Marquette), or how these issues had “come to management attention.” Marquette never explained to anyone in my household what our apartment’s alleged health and safety risks were.

9. My apartment has also had a mice and roach infestation throughout the last two years. I’ve resorted to purchasing “smoke bombs” in order to control the roaches inside my apartment. Marquette’s response to these infestations has been sporadic and ineffective. At times, they’ve sent pest control workers into my apartment, unannounced, which has been frustrating because it doesn’t allow time for me to arrange for my younger siblings to be out of the apartment and safe from any treatment chemicals. At other times, they’ve skipped over treating my unit. For example, on May 19, 2023, neighbors on either side of my apartment, as well as the neighbor across the hall, received notices for pest-control treatment, but my apartment—which suffers from the same infestation issues—was left out.

10. In early February 2023, I received a postcard informing me that Marquette had applied for an exception to the rent cap. I later learned that Marquette had requested a rent increase of 25.85%. I was shocked. An increase of that amount would put a financial strain on my family. I was also surprised that Marquette could qualify for such a high rent increase, given all of the problems—ranging from lack of maintenance to new utility fees and discriminatory statements—that had occurred since Marquette took over.

11. In part because of my concern about the potential rent increase, I became involved in attempts to help educate my fellow tenants about our rights under the Rent Stabilization Ordinance. But this has been difficult. In February 2023, I went door knocking with housing advocates to tell my fellow tenants about Marquette’s proposed rent increase and invite them to a meeting where our rights under the Rent Stabilization Ordinance would be discussed. I witnessed management order the housing advocates to leave. And this is not the first time Marquette staff have interfered with organizing efforts. In May of 2022, Marquette staff sent an email, telling tenants to “ignore” an invite to a tenant meeting organized by housing advocates. A screengrab of the email appears to the right.



12. Because of my concern about the effect of a 25.85% rent increase on both my household, and other households in Haven, I, with the help of counsel at Housing Justice Center, submitted a complaint to the Department on February 15, 2023, to contest the proposed rent increase. At no point did the Department reach out to me or my counsel to ask questions, ask for additional evidence, or update me on the status of my Complaint.

