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# APPLICATION FOR APPEAL

RECEIVED  
OCT 21 2011  
CITY CLERK

**Saint Paul City Clerk**  
310 City Hall, 15 W. Kellogg Blvd.  
Saint Paul, Minnesota 55102  
Telephone: (651) 266-8560

**The City Clerk needs the following to process your appeal:**

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number \_\_\_\_\_) *4899 check*
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed
- Walk-In OR  Mail-In

**YOUR HEARING Date and Time:**

Tuesday, 11-8-11

Time 1:30

Location of Hearing:  
Room 330 City Hall/Courthouse

## Address Being Appealed:

Number & Street: 1625 Hewitt Ave City: St Paul State: MIN Zip: 55104

Appellant/Applicant: TJK Properties Inc Email joe.kunkel@tjkproperties.com

Phone Numbers: Business 651-481-9735 Residence \_\_\_\_\_ Cell 651-260-0121

Signature: \_\_\_\_\_ Date: 10/21/11

Name of Owner (if other than Appellant): \_\_\_\_\_

Address (if not Appellant's): \_\_\_\_\_

Phone Numbers: Business \_\_\_\_\_ Residence \_\_\_\_\_ Cell \_\_\_\_\_

## What Is Being Appealed and Why? *Attachments Are Acceptable*

- Vacate Order/Condemnation/Revocation of Fire C of O \_\_\_\_\_
- Summary/Vehicle Abatement \_\_\_\_\_
- Fire C of O Deficiency List \_\_\_\_\_
- Fire C of O: Only Egress Windows \_\_\_\_\_
- Code Enforcement Correction Notice appealing some of the items in the correction order (please see addendum)
- Vacant Building Registration \_\_\_\_\_
- Other \_\_\_\_\_

Appeal Attachment 1625 Hewitt Avenue, St Paul, MN 55104

Date of Notice October 12, 2011

Ref. # 107340

The issues appealed here have not been negotiated with the inspector prior to the filing of this appeal. The original inspection was in response to a complaint from a tenant. We believe the tenant was acting on behalf of a disgruntled former tenant from the other unit who is seeking to gain an advantage for other purposes. Whatever the reason for the complaint, the inspection took place without notice to us or opportunity to be present. This precluded any opportunity to see what the inspector was seeing and concerned about, to question the inspector's actual intent, to negotiate or select reasonable options for common ground, or to otherwise settle on a course of action that is mutually agreeable. We do not claim any bad will by the inspector or mean to imply that common ground can't be found. The timing of the appeal deadline, given that the underlying inspection was without notice, means that a formal appeal is required while other avenues are also explored.

We independently discovered that the complaint had been filed and contacted the assigned inspector on our own prior to any contact from the City. A copy of an email from a tenant parent together with our response is attached for clarification of some of what took place that led to us knowing of the complaint. As a result of our pro-active contact with the inspector we had some limited opportunity to discuss some of the issues that had been cited and we were able to arrive at what we believe are agreed upon resolutions of those items. Where possible we will continue to seek less formal resolution of items included in this appeal prior to the actual hearing. Unfortunately the inspector has limited time, and his recollection and description of the issues as he sees them is hampered by phone discussion as opposed to an in-person, point-at-it-and-discuss-it type conversation about the concerns. Some of the issues seem to be outside of the limited authority of the inspector to decide.

Appeal of line items:

#3 EXTERIOR PAINT



The house has cedar siding which is naturally decay resistant, thus does not require paint or other covering for protection from the elements. The wording of the notice seems to state or imply an incorrect version of the code, seemingly indicating that we need to paint for aesthetics. We are not aware of holes that are not integral to the function of the building. We are not aware of any deterioration. The siding is painted, the trim is aluminum-wrapped in nearly all places. The construction of the siding material (ribbed cedar shakes) necessitates that the paint weather sufficiently prior to repainting or the new paint will not properly adhere. The ribbed style of the siding precludes any reasonable methods of scraping in lieu of allowing the paint to weather as intended. Painting the whole exterior, at this time of year, and in the current economic situation, is both ill-advised and an enormous financial hardship.

This particular order item may be more a matter of degree than an actual difference of opinion. Specifics of what the inspector was concerned about may resolve the issue. Unfortunately, as stated, we were not invited to be there for the inspection so as of the filing deadline for this appeal we do not know what the specific concern is or what specifically is being demanded.

#4 Front entry window glass was already sealed to the elements and air tight. The front entry is un-heated common space.

#5 FRONT DOOR KNOB AND LATCH?

The door works fine, it opens and closes as designed. The door has a deadbolt lock on it that is required (by lease and posted rule) to be locked at all times if not in actual use. The knob is wiggly because it's 126 years old. The inspector said that it has to not wiggle. The construction of that style door knob and stem is such that the knob attaches to the stem by way of pre-drilled and tapped holes in the stem. They are spaced at regular intervals. The spacing is pre-set, it is not amenable to a universal perfect adjustment. The design calls for use of the hole that closest fits, without binding the knob/stem assembly during use, which is how it is used. The door itself opens into an unheated airlock, which in turn opens through another door into an unheated entryway. In the 9 or 10 years that we have owned the building the door knob has

always functioned as intended, it has not come loose or failed to open the door. It's securely attached, it just isn't designed for the fit common to more modern styles.

#7 and #12 Windows. (More than one issue and basis of appeal)

SIZE:

The window noted in #7 is similar in size and construction to another BR window in the lower apartment that has not yet been inspected. Both windows are huge. Barndoor huge. The appeal for these two windows is primarily for a variance with respect to the openable height. There are also two additional windows of the same style and size, located immediately vertical to the two in appeal.

The actual openable area (as measured by the inspector) is 800 inches, or approximately 5.6 square feet. The window does not meet the openable height minimum because the fixed pane above is much smaller, where the leaded glass window would be. We do not want to replace these windows for several reasons:

- They match the architectural style and integrity of the house. We have worked very diligently to renovate and replace the mismatched or missing trim and other features of the house in a period-authentic manner and the windows are integral to the look. There are also a total of 4 of these windows, only 2 of which are at issue (due to room use, etc.) but changing 2 of 4 will add to the disruption of the style.
- At some date we hope to restore the upper, fixed, pane to a decorative (leaded) style similar to the original. If the window is altered we lose that option to restore the house to its original elegance.
- We have a similar size window in our bedroom in our own house. It was replaced with a Renewal by Anderson brand window prior to our purchase of our own house. It's nearly impossible to open because it is so large. Ruth can't open and close it by herself. I can barely open and close it. And even as tight and heavy as it is, the window leaks air like an open door. We don't see how that would be an improvement for safety or functionality.
- Cost is a major factor. We realize that cost should not override safety, but we strongly believe that with nearly 24 square feet of glass there is no likelihood that the fire personnel would be unable to enter that window. We just do not believe that there is an overriding safety concern with this size of window.



- We have been seeking a period authentic option for replacement for over 8 years. We have not found any option that retains the look and still offers functionality and safety to match the existing window.

#### MAINTENANCE/SASH CORDS

This is a problem inherent to the original design of some of the windows in the house, but not all. Some of the windows were originally constructed without sash cords and counterweights. By original design they were intended to be propped open. We do not contest the desirability of a reasonable option other than a prop for holding the window open, but we need a clear ruling on what is acceptable. We have been frequently stymied by what seem to be unclear and needlessly intrusive interpretations of what constitutes an acceptable privacy latch on a bedroom door. This may sound unrelated, but the most likely option for the windows that were designed without counterweights would be to add some sort of latch or catch to hold the window in an open position. In houses of this vintage some windows were designed with such an option rather than counterweights. From what we can tell some of the windows on this house simply got neither option when constructed.

Adding sash cords to windows not designed for them is not practical, and would likely necessitate the deconstruction and rebuilding of the surrounding rough-in framing of the window, removal of all the trim, etc. The alternative then raises the issue of what latch style or design will be acceptable? In the past some inspectors (not all) have taken issue with basic barrel bolt or slide bolt style privacy latches on bedroom doors. The stated reasons that these are not acceptable have been unclear at best. As such we lack clear guidance on what would meet the intent of the code, if there is one. For this analysis we have presumed that any latch that is not acceptable on a door may likewise not be permitted on a window. A clear basis (underlying reasoning) for the rule on privacy latches, and a clear description of what the City deems to be the acceptable latches, is needed to make it possible for us to design and add latches to the windows as needed.

#### #11 DOOR LATCHES/LOCKS

This issue is partially stated immediately above. The definition of what is acceptable is not consistent, and the underlying reasoning or goal is unclear. Without a clear

set of goals and reasoning we are frustrated in our attempts to provide the safest, nicest housing possible. Please keep in mind that if we fail to offer SOME reasonable privacy option the tenants, despite all of our lease prohibitions and other efforts, will just do what they want. We can't be there every day to see what they have done, so instead we have worked hard to avoid really dangerous tenant modifications by providing safe privacy options in advance. The lack of consistency and clarity on what is "safe" is complicating this process.

#### #13 FIRE EXTINGUISHERS

This item seems counter-productive and works against our best efforts to provide a higher level of fire safety than is required of us. The extinguishers are provided with a manufacturer warranty of 10 years, and the manufacturer has stated in writing that they should be replaced in 12 years. They are by design Maintenance Free. They are not required equipment, they meet all the standards of the NFPA for the intended location and use, they are UL listed, and the warranty and claims of effectiveness are backed by a \$67,000,000,000.00 multi-national corporation. As non-required equipment we select, install and maintain them in accord with the manufacturer's recommendation. Ordering removal of functional fire suppression equipment is not in the best interests of the tenants or the property. We own another property in the City of St. Paul where several years ago similar fire extinguishers were instrumental in containing a porch fire until the fire department arrived. The property was saved from extensive damage, and perhaps injury avoided or life preserved, because we had furnished the property with an extensive smoke detector system and fire extinguishers IN EXCESS of code.

#### #14 EXTERMINATE

This item is being addressed in several fashions, but it is appealed here also. Please see the attached response to the parent email where the details of the action plan were stated. The tenants assured us since Sept. 2, and again in person on Sept 12 that the problem was resolved. The complaint date appears to be Sept 29. They have since assured us multiple times since the complaint was filed that they still have had no further problem with mice or bats since Sept 2. Spending our money to again bring out the exterminator to address an issue that was already



resolved the same day that it became known, weeks prior to the complaint, is a waste of our limited resources. It adds nothing to the property or to tenant safety or health.



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

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

Telephone: 651-266-8989  
Fax: 651-266-8951

October 12, 2011

TJK PROPERTIES, INC  
P O BOX 8101  
ST PAUL MN 55108-0101

## INSPECTION APPOINTMENT

Dear Property Owner:

An inspection of your property has been scheduled as follows:

|                   |                    |               |                                    |
|-------------------|--------------------|---------------|------------------------------------|
| <b>Address:</b>   | 1625 HEWITT AVE    | <b>Units:</b> | 2                                  |
| <b>Date:</b>      | October 31, 2011   | <b>Time:</b>  | 10:00 am                           |
| <b>Inspector:</b> | Mitchell Imbertson | <b>Phone:</b> | 651-266-8986                       |
|                   |                    | <b>Email:</b> | mitchell.imbertson@ci.stpaul.mn.us |

You or your responsible representative is requested to meet the inspector at the front of the building to admit and accompany the inspector throughout the building, including each rental unit. It is the responsibility of the owner to notify the tenants at least 24 hours in advance that an inspection will be done. Please have keys available to all units and common areas.

Saint Paul Legislative Code authorizes this inspection and the collection of inspection fees. It is a criminal misdemeanor violation should you not permit this inspection by failing to appear for this appointment without rescheduling with the inspector. In addition, a **No Entry Fee of \$60.00** may be assessed to the Renewal Fee whenever the owner or responsible representative needs to re-schedule the appointment but fails to notify the inspector, in writing, by 8:00 a.m. on the date of the inspection.

If you no longer own this building, contact the inspector immediately between 7:30 - 9:00 a.m., Monday through Friday.

### FOR CONDOS:

The interior of owner-occupied dwelling units are **exempt** from this inspection. In condominium buildings, only rental units, the common areas, and utility area will be inspected.

### FOR APARTMENTS AND DWELLINGS:

A **Smoke Detector Affidavit** and an **Existing Fuel Burning Equipment Safety Test report** **must be completed** at the time of inspection. For these forms, fee schedules, information and other inspection handouts, please visit our web page at: <http://www.stpaul.gov/cofo>

Thank you for your co-operation.





CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220 Telephone: 651-266-8989  
Saint Paul, MN 55101-1806 Fax: 651-266-8951

October 12, 2011

TJK PROPERTIES, INC  
P O BOX 8101  
ST PAUL MN 55108-0101

## CORRECTION NOTICE - RE-INSPECTION COMPLAINT

RE: 1625 HEWITT AVE  
Ref. # 107340

Dear Property Representative:

A re-inspection was made on your building, in response to a complaint. You are hereby notified that the following deficiencies must be corrected prior to re-inspection date. **A re-inspection will be made on October 31, 2011 at 10:00 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 re-inspection fees.

### DEFICIENCY LIST

1. Basement - Dryer - UMC 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. This work will require a permit(s). Call DSI at (651) 266-8989.
2. Exterior - Rear Entrance to Upper Unit - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the door in good condition.-Repair door and frame as necessary. Door will not open/ close properly.
3. Exterior - SPLC 34.09 (1) b,c, 34.32 (1) b,c - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint.
4. Front Entry - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window glass.
5. Front Entry - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the door knob and latch.



Throughout - SPLC 34.10 (3), 34.33(2) - Provide an approved handrail. The top of the handrail must be between 34 and 38 inches above the treads and run the entire length of the stair.-Provide an approved handrail on each stairway with four or more risers. Handrail must continue entire length of stairway, all flights.

7. Upper Unit - 2nd Floor - Front Bedroom - MSFC1026.1 - Provide and maintain an approved escape window from each sleeping room. The minimum size must be 5 square feet of glazed area with a minimum of 24 inches of openable height and 20 inches of openable width. With a finished sill height not more than 48 inches. This work may require permit(s). Call DSI at (651)- 266-9090. Refer to the Escape Windows for Residential Occupancies handout for more information.-Double-hung window doesn't meet openable height requirement. Window has an openable area of 16 inches high by 50 inches wide and a glazed area of 23.6 square feet.
8. Upper Unit - 3rd Floor - MSFC 605.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.
9. Upper Unit - MSFC 605.1 - Repair or replace damaged electrical fixtures. This work may require a permit(s). Call DSI at (651) 266-9090. - Repair wiring to receptacle with open ground in rear porch. Repair loosely mounted light fixture in side bedroom.
10. Upper Unit - MN State Statute 299F.50 Immediately provide and maintain an approved Carbon Monoxide Alarm in a location within ten (10) feet of each sleeping area. Installation shall be in accordance with manufacturers instructions.
11. Upper Unit - MSFC 1003.3.1.8 - Remove unapproved locks from the exit doors. The door must be openable from the inside without the use of keys or special knowledge or effort.-Remove surface-bolt locks from doors throughout the unit.
12. Upper Unit - SPLC 34.09 (3), 34.32 (3) - Repair and maintain the window sash.-Repair windows throughout the unit as necessary.  
Repair sash cords/ hardware so that openable windows are able to hold in the open position without being propped.  
Repair windows which are binding in frame so that windows are easily openable.
13. MSFC 901.6 - Provide required annual maintenance of the fire extinguishers by a qualified person and tag the fire extinguishers with the date of service.-Provide annual service and tagging or remove. These extinguishers are not required equipment for this building.
14. SPLC 34.10 (6), 34.33 (5) - Exterminate and control insects, rodents or other pests. Provide documentation of extermination.-Provide documentation of extermination for mice by licensed pest control contractor.
15. SPLC 34.10 (7), 34.33 (6) - Repair and maintain the cabinets in an approved manner.-Repair countertop material where peeling.
16. SPLC 34.19 - Provide access to the inspector to all areas of the building.-Provide access for Certificate of Occupancy renewal inspection on October 31, 2011 at 10:00 am.

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>



If you have any questions, email me at [mitchell.imbertson@ci.stpaul.mn.us](mailto:mitchell.imbertson@ci.stpaul.mn.us) or call me at 651-266-8986  
from 7:30 a.m. - 9:00 a.m.

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

Sincerely,

Mitchell Imbertson  
Fire Inspection

Ref. # 107340

Re: A concerned parent

Monday, October 10, 2011 3:16:15 PM

From: joe.kunkel@tjkproperties.com

To: carana\_07@hotmail.com

Bcc: joe.kunkel@tjkproperties.com

Attachments: 1625 reply to email from Mrs. Arana, 10 10 11.doc (41.8KB)

Hi Carmen:

Please see the attached document. I tried to be complete in responding to your concerns, so it is quite long. Feel free to contact us with any further concerns you may have.

thanks

Joe Kunkel 651 260-0121

----- Original Message -----

From: "Carmen Arana" <carana\_07@hotmail.com>

To: "joe kunkel" <joe.kunkel@tjkproperties.com>

Sent: Sunday, October 9, 2011 10:59:12 PM GMT -06:00 US/Canada Central

Subject: A concerned parent

10/09/2011

Hello my name is Carmen Arana and I'm Alex Arana's mother and I just wanted to inform you that I called the city inspector the other day. Alex and his roommates had nothing to do with the phone call, it was just my concern about the the living situation in the house. I notice that Alex is not able to keep any food in the pantry anymore because there is a pest problem in the house and the food is being infested by mice or rats. I also noticed that there isn't a lock on the back door of the house, which is unnerving because that threatens the safety of the people living there. As a parent, I'm only concerned about the safety and well being of my son as well as the other students living there with him because this is creating a lot of stress in the house and these students should be able to concentrate on school while feeling safe and secure about the place they are living in. If you have any questions or need to reach me please feel free to email me or my husband [ jarana06@msn.com ] anytime. I hope we can keep in touch to help these students with their success this year.

Thank you for your time,  
Carmen Arana



**TJK PROPERTIES, INC.**

P.O. Box 8101  
St. Paul, MN 55108  
651 481-9735

Oct. 10, 2011

Hello Mrs. Arana:

When we sign leases with students we never know if we should contact the parents to introduce ourselves, or if that is being disrespectful of the young adults we are leasing to. Over the years that we've been doing this we have concluded that the more respectful course is to make ourselves available for the parents, but not to initiate the contact unless necessary. We have found that when we allow our renter-groups to adjust to rental life as a group, with minimal interference from us and their parents, those groups typically have the most rewarding experiences. We do have established guidelines and procedures that we believe assist the students in their transition to living independently. Our policies have been carefully developed and refined over many years, and have included input from former tenants, inspectors, other landlords, the Court, and many other sources. If anything that we say or seem to imply is not clear for you--meaning that if our intent or purpose is unclear--please feel free to ask us why we do it this way. In many cases it is by intent, but in all cases we will consider another option; after all, it may only be the way we did it because it's the first solution we thought of. We are constantly refining our policies in our pursuit of the best living experience we can provide for our tenants, and we welcome input from any well-intentioned sources.

By way of some background I should explain how we became aware that there had even been a discussion with the city about the property where your son lives. It had nothing to do with your son or the group he lives with. We do not have any significant issues with them, and we were not checking up on them. (All groups have some issues: with trash cans not being returned or dryer lint screens not cleaned, etc. These issues are expected.)

Last week we had major problems with tenants in two other rental properties that we own. Both are located in the City of St. Paul. One of the properties involved a very

serious offense, drug dealing by the tenants. (Your son and his friends do not know these people at all, and it occurred at a completely different location.) Because of that situation we were in contact with City officials, working with them to obtain the necessary documentation to evict those tenants at once. Even though the tenants involved were actually pretty nice kids, they had made some really bad decisions with serious consequences. We and the City each have zero tolerance for drugs so the eviction was taking place at once. The other property has different issues. While following up on documentation for the issues at those two properties we did a standard check for police calls, code complaints, etc. at any of our properties. This involves a trip to the police station for records, some basic internet searches, and similar work on our part. At that point we stumbled onto the documentation of a complaint against the house your son lives in. Because it referenced bats we believed it must be related to the upstairs unit.

We were a bit confused that a complaint had been made, since to our knowledge the issues of mice and bats had been completely addressed immediately in early September. I was on my way out the door to deal with the issues of the other houses, but Ruth took a few minutes to call the City to ask what was going on. She also called Becca to ask if there were still mice and bats that we needed to take care of. Becca indicated that the mice and bats had not been an issue since we had last been there. If you would like we will send you copies of the emails and other documentation that we keep that tracks the situation.

In summary, we first received a bat complaint at the end of August. We know the previous owner, and in the combined time (37 years) that we can account for, there had never been any bat issue prior to this. Ruth went to the house at once but could not locate the bat due to the large heaps of clothing in the room. The next day the tenants called to say they had located the bat. I went there and removed the bat, Ruth took it in for rabies testing, and we kept the tenants advised of the process and the test results. I requested that they set a time for me to do an inspection of their unit to look for any further evidence of bats, and for any place that bats might get in. Please be aware that a bat can get in through a hole about as small as a nickel, so the inspection would need to be pretty invasive of their space to find any possible hole that small. The tenants



did not respond for a day or two, but then called about a second bat at about 5:30 in the morning on Sept. 1. It had not been near the tenants so it did not need to be tested. I went there about mid-morning and chased that bat out, Ruth and Becca observed where it went when it flew away. From that observation, and from information that Becca was able to provide, we concluded the bats had been dislocated during some work on the house next door to the North.

At that point, knowing that bats had been chased out from next door, I built an actual bat house for them to move into and installed it high on the pole between that house and our property. (Providing a bat house is recommended by the bat removal experts.) I also closed off two suspect holes that we had found in our inspection. The holes were closed with one way screens that allow the bats to exit but not to re-enter. That was done on Sept. 1. Ruth and I spent that evening and others monitoring for bat activity to see if any additional exit points were located on our property. We have not found any. I did an inspection with the exterminator the next day (Sept. 2) and we confirmed that there was no evidence of any bat infestation, that there were no bats present, and that we had the entry points closed off. He did note that mice had been an issue, but by that point Becca had already told us and we had furnished poison and sticky traps. The exterminator provides product to us and we distribute it as needed.

In discussions with Becca the mouse issue was addressed. Please be aware that your son lives in an old house, it was built in approximately 1885. It has a stone foundation. We also live in an old house with a stone foundation. We also had a mouse invasion this year when the temps turned cold earlier than normal. We also had to use poison and sticky traps to get rid of them. In the process of dealing with mice we routinely explain to our young tenants that food in their rooms and scattered about tends to breed mice. If they keep the food contained to the kitchen cabinets it greatly reduces the problem, and makes the situation easier to correct when mice do come in. If the mice have one food location it's easier to position traps and poison where they will be effective. We do not allow food outside of our kitchen at home for the same issues. When Ruth was speaking with Becca she learned that the tenants were using the linen cabinet in the hallway as a pantry. To them it seemed like a good idea, but as it turns out the mice found the cereal in there. Ruth



suggested that food would need to be in the kitchen, or in some sort of containers that the mice can't get into.

On Sept. 12 I did a follow-up inspection of the attic to confirm that the bats had not returned. At that time I asked if the mice were under control. If they needed more poison or traps I provided them at that time. Since that time we have not heard of any further issue with mice or bats until the complaint to the city. Becca mentioned that afternoon (Sept. 12) that a former tenant from downstairs, a friend of Alex, had a habit of inviting herself up to the upper porch this past summer. Alex happened to come home about then and he mentioned the same thing and asked if we could make the lock on the lower door work. I explained that the porch and stairway area has two doors from below, one is only a storm door. It was never intended for security and does not offer any. The storm door was installed solely to allow tenants to store bicycles under the stairs out of the weather. (We have offered to provide a bolted-in bar or other secure way to lock bicycles in there, or they can cable the bicycles directly to the stairway.) I also explained that the second door, the older door, is not of sufficient size or construction to offer security, and cannot accommodate a proper lock. The old lock that is on it from years past is not an approved lock and will not be used. In as much as the former tenant had moved 13 days earlier I thought we were in agreement that the issue was resolved since she had no reason to be back anyway. Until your email last night I thought the issue was addressed.

So with specific reference to the issue of locking the stairway and porch: This is an issue that comes up in some of our properties. For example the front entrance of the building is to remain locked at all times, and your son can attest that we had a lot of problems with that door being left unlocked this summer. He can confirm that we did not ignore that issue, but we couldn't prove who was doing it either. That issue has been resolved now that the tenants downstairs have moved and new ones moved in. In the example of the front door, we installed (years ago) a regular dead bolt lock, over and above a basic self-latching "night-latch" style lock. We are very serious about tenant safety and we do not want any chance for anyone to sneak into the property. For the same reason we re-key the locks on the apartments when tenant groups move.



However, in the case of the outside stairway another issue arises. Unlike the front entrance, which opens into a common area, the back entrance/stairs opens into a porch that only the upstairs tenants use. In the case of the front entrance the tenants know they should lock their individual apartment doors as a matter of general practice, in addition to the outside front door into the common entry. But when there is an entrance into 'their space', with a second entrance 'more' into their space, it creates for us a situation where we must choose the location for the lock that is most likely to result in the lock being consistently used. We all know that a lock is worse than useless if it isn't actually locked when the need arises. We have found that if there are locks in both locations, the tenants will assume that the lock they can't see is actually locked and will rely on it. Conversely, if the lock is only in one location, it needs to be in the location that is most convenient for them to use it, or they will not use it. If the lock were placed at the bottom of the stairs, and in fact would need to be two locks on separate doors (one of which is barely accessible from the inside) the tenants are extremely unlikely to check that the lock is secured when they go to bed at night, when they go upstairs to study, take a shower, whatever. They are not going to go out in the porch in January, down the stairs, check the two doors and back up. Instead they will trust that the last person in locked the doors. There is not the slightest doubt that this is what would happen. Similarly, if they are going in and out of that entry in the cold or rain they are not inclined to stand on the deck in the weather locking and unlocking the door. Human nature is fairly consistent, and the tenants will rely on the next person who "is right behind them" to lock the door. The next person may very well go out the front instead and the deck door will remain unlocked.

For these and more reasons, we opted to use a steel door that provides both security and insulation. We use it at the kitchen entrance from the porch, where the lock is highly visible and easily accessed from inside the apartment. We use high quality locks on all our locked doors. We provide extensive lighting in the porch, the stairs and outside. The switching for the lighting in the porch and stairs is accessible from the bottom of the stairs but also, intentionally, it's accessible from inside the kitchen where they can turn the lights on in the porch

before unlocking the door. The outside lighting is on a photocell so it stays on all night.

The City complaint documentation that we saw also mentioned a concern about the kitchen countertops. In our view, the countertops are old, but in serviceable condition. They are ugly though. They are a very nasty green color. Several years back the tenants downstairs used contact paper or shelf paper on the countertops in that apartment to update the appearance. It worked pretty well, so we did the same upstairs a few years ago. The fake wood look is a vast improvement over the green color it had been. Yes, it would be nice to completely update the kitchen with new cabinets and countertops, but then it would be nice to have a new work truck with functioning locks and windows, or to even pay the property taxes on that property. We make choices every day about what we must spend money on to keep the properties running. We put safety and security utmost, always. Countertop aesthetics fall pretty low on the very long lists of 'needs' that arise in rental properties, so contact paper is the choice of the moment.

If I have missed any other concerns that you have please feel free to contact either of us. We really do have a reason for much of what we do with regard to the rentals and it isn't secret. But as you can see it is very time consuming and lengthy to explain at times.

You can reach us by email as you did. We share this email account in order that it stays routinely monitored. We can also be reached by phone. Ruth at 651 481-9735 or Joe at 651 260-0121.

Thank you,

Joe and Ruth Kunkel