



August 1, 2025

Via email to rentappeals@ci.stpaul.mn.us

The Honorable Marcia Moermond
Legislative Hearing Officer
St. Paul City Hall & Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

Re: Supplemental Appeal Submission – Appeal to a Rent Stabilization Determination at 934/938/942 Ashland Avenue

Dear Hearing Officer Moermond:

Counsel for Residents¹ of 934, 938, and 942 Ashland Avenue (“Ashland Apartments” or “Ashland”) submit this letter and additional materials to address arguments presented by Scott Day (“Landlord”)² at the legislative hearing held on July 17, 2025. The Landlord has failed to submit any evidence to rebut Residents’ undisputed evidence that the Landlord has violated local, state, and federal law protecting tenants’ health and safety and has allowed the property to fall into a state of disrepair. The mandatory language of the Rent Stabilization Ordinance (“Ordinance”)— “[t]he city **will not** grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161”— prohibits the City of Saint Paul from granting the Landlord an exception to the 3% rent cap.

This letter will explain four main points:

- 1) The Landlord presented no evidence to rebut Residents’ presentation of significant and pervasive habitability problems at Ashland Apartments;
- 2) The Landlord had notice of these hazards directly from Residents or from the hazards’ consistent and obvious presence at the properties;
- 3) The Landlord cannot pass off their legal obligations regarding lead and asbestos safety onto a third-party contractor, including the Landlord’s sole responsibility to make initial lead-based paint disclosures; and
- 4) The City must continue to assess the appeal as it relates to any Resident who vacates their apartment during the appeal process because the Saint Paul City Council has done so in prior appeals, and because this approach supports the Ordinance’s intended effect of supporting safe and affordable housing for all Saint Paul residents.

¹ “Residents” refers collectively to Jill Ackerman, Vincent Cornell, Ehren Stemme, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.

² Judith Day is the owner of Ashland. Mr. Day is the current party in control of Ashland. Although Mr. Day presented argument at the hearing, the term “Landlord” will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a “landlord” under the Ordinance. *See* SPLC § 193A.03(n).

1. The Landlord Has Presented No Evidence to Rebut Residents’ Evidence of Widespread Habitability Issues at Ashland Apartments, nor to Show That These Issues Have Since Been Mitigated.

At the legislative hearing, the Landlord made irrelevant and incorrect arguments to disclaim responsibility for maintaining safe living conditions at Ashland. What was missing from the Landlord’s argument, however, was any evidence contradicting Residents’ presentation of ongoing and pervasive habitability problems at Ashland. As the undisputed evidence shows, pervasive maintenance and repair failures at Ashland impair Residents’ use of the property and expose Residents to health and safety risks in violation of Minn. Stat. § 504B.161, thus preventing the City from approving an exception to the rent cap. The Landlord essentially admits that these violations exist, but justifies these habitability violations simply by telling Residents or other tenants that the Ashland Apartments are “old” buildings. However, Minn. Stat. § 504B.161 imposes a non-waivable covenant of habitability on every residential lease in Minnesota, and provides no exception to landlords who operate old buildings.

The Ordinance is unequivocal that “[t]he city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.” SPLC § 193A.06(c) (emphasis added); *see also* SPLC § 193A.06(a)(7), (8) (requiring consideration of building’s condition and landlord compliance with local and state housing, health, and safety code). The Landlord in this appeal has not disputed the presence of significant and obvious conditions that violate the covenants of habitability, whether at the legislative hearing or in any supplemental submission. As detailed by Residents and their expert inspector, the un rebutted, often dangerous conditions include windows with broken glass or that do not remain closed, loose and non-functional front door locks, uncovered electrical components and ungrounded outlets, large areas of black mold in the communal laundry room, decks that are wobbly and structurally unsound, chipping paint and rotting wood at building exteriors that allow the intrusion of water and pests, and more. As explained at the hearing, these conditions are clear violations of City Code. *See* SPLC §§ 34.09, .10.

Moreover, these conditions meet and actually exceed courts’ interpretations of habitability violations. The Minnesota Supreme Court has found that habitability problems identical to many of those at Ashland Apartments violate the statutory covenants in Minn. Stat. § 504B.161. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court’s decision finding that tenant demonstrated violations of covenants of habitability involving “cracks in the walls; peeling paint; broken window seals,” along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes). The Minnesota Court of Appeals has also recognized that issues similar to (but, in fact, much less severe than) the issues present at Ashland Apartments constitute “significant” violations of the statute. *See Signature Cap. v. Thompson*, No. A08-1539, 2009 WL 1375695, at *2 (Minn. Ct. App. May 19, 2009) (describing as “significant” habitability violations that included “windows that had no screens, doors that had inadequate screens and could not be left open for ventilation, [and] unsafe electrical outlets”).

What's clear is that the Landlord *cannot* rebut Residents' presentation of the hazardous conditions because the conditions are documented in recent photos and videos. Although the Landlord quibbled with a few minor elements presented by inspector John Trostle's report (namely, the boiler servicing and the clean-out plugs in the floor drains), they presented no corroboration for their assertions. More importantly, they offered absolutely no evidence showing that they have mitigated the vast remainder of identified deficiencies, including the most dangerous such as the unsafe decks, mold, and electrical problems.

Additionally, to avoid their legal duties as property managers, the Landlord and property representative stated at the hearing that they inform prospective tenants that the Ashland Apartments are "old buildings." Apparently, the Landlord believes that the age of the properties gets them off the hook for bringing the premises into compliance with habitability standards, or that tenants somehow consent to waiving their rights by choosing to live in an older building. This is plainly wrong. Landlords are wholly prohibited from disclaiming responsibility for habitability and health-and-safety requirements under Minnesota law. Minn. Stat. § 504B.161, subd. 1(b) ("The parties to a lease or license of residential premises may not waive or modify the covenants imposed by this section."). As Residents have demonstrated in their appeal, the Landlord has allowed substantial deterioration at the property which results in a widespread failure to ensure safe conditions. The age of the buildings is no excuse.

Therefore, the Landlord has offered no information to dispute Residents' evidence of property-wide, significant, and noticeable habitability violations. According to the plain language of the Ordinance, un rebutted evidence of habitability violations precludes the City from approving the across-the-board rent increase of 28.52% at Ashland Apartments, and the combined 52.16% increase for Units 6 and 7. *See* SPLC § 193A.06(c); *see also* SPLC § 193A.06(a)(7), (8). The Department's determination should be reversed.

2. The Landlord Is or Should Be Aware of the Pervasive Habitability Problems at Ashland Apartments Through Residents' Direct Requests for Repairs and/or from the Obvious Nature of the Problems.

Unable to dispute the presence of widespread health and safety problems at Ashland, the Landlord attempted to shift the burden of maintaining habitability onto the residents and argued that Residents had not informed the Landlord of these issues. There are many problems with this argument.

First, the Landlord is the responsible party for addressing habitability problems and complying with health and safety laws. As explained above, a landlord's covenants may not be "waive[d] or modif[ied]." Minn. Stat. § 504B.161, subd. 1(b). Even in a situation where a tenant might agree to perform specified repairs in his apartment for due consideration from the landlord, such an agreement "may [not] waive the provisions of subdivision 1 or relieve the landlord or licensor of the duty to maintain common areas of the premises." Minn. Stat. § 504B.161, subd. 2. The bottom line is that state law does not allow landlords to blame tenants for their own failure to maintain habitable conditions under any circumstance, whether inside tenants' units or in common areas.

Second, there is no question that the Landlord is aware of the pervasive habitability problems at Ashland. To begin, ignorance of habitability failures is no excuse under the Ordinance. Indeed, the Ordinance Rules expressly provide that a “Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit,” MNOI Rules, *Changes in Space or Services* (b)(5). But the Landlord is far from ignorant about the derelict and unsafe conditions at Ashland. At the legislative hearing, the Landlord admitted that staff enter and work on units in between tenancies to turn them over for the next resident. This means that the Landlord has had opportunities to see (and fix) ongoing problems present since the start of Residents’ tenancies, such as cracked and non-functional windows, mold, duct-taped repairs, and broken front door locks. *See* Ackerman Decl. at ¶¶ 2, 3, 7 (broken front doorknob lock, loose deadbolt, and faulty windows present at start of tenancy); Cornell Dec. at ¶ 11; Stemme Decl. at ¶ 10 (broken window present at start of tenancy); Simonson Decl. at ¶¶ 3, 10 (broken window glass present since start of tenancy); Perkins and Cable Decl. at ¶ 8 (all identified problems present at start of tenancy); Johnson Decl. at ¶ 3, 6, 7 (tenant noticed mold and sewage smells upon moving in; duct tape repairs in kitchen present at start of tenancy). And of course, the Landlord has unfettered access to the common areas at the property, and the exterior of the buildings is plain for any visitor to see. There is no reason why the Landlord would not be aware of the black mold and nonfunctioning washer in the laundry room, the flaking exterior paint presumed to contain lead, the deteriorating basement and foundation walls, the severely wobbly decks, and other obvious problems. As inspector John Trostle noted at the legislative hearing, someone would have to be “clueless” to miss the clear health and safety concerns at Ashland Apartments.

Equally important, contrary to his claims at the legislative hearing, the Landlord did receive notice from residents of many of the in-unit issues presented in this appeal. *See e.g.*, Cornell Decl. at ¶ 4 (notified Landlord about mold, flooding, damage behind oven); Buel Decl. at ¶ 2 (notified Landlord about broken windows); Johnson Decl. at ¶¶ 3, 7 (notified Landlord about mold in apartment and bathroom leak). Furthermore, Residents regularly request repairs from the Landlord, but the Landlord often responds slowly, not at all, or by violating tenants’ rights. For example, Lillian Johnson reported the presence of mold and requested repairs to fix a leak in her bathroom ceiling. Johnson Decl. at ¶¶ 3, 7. However, this leak remains and the mold problem was never fully addressed. *Id.* As the City is aware, Appellant Johnson and her roommate also submitted a complaint to the Department of Safety and Inspections regarding habitability problems in their unit and the adjacent common spaces. *Id.* at ¶ 3. The City sent the Landlord letters on October 1, 2024 and November 6, 2024 notifying them of the inspection results, which included a list of twelve code deficiencies. *See* Attachment 1 (Inspection and Re-Inspection Letters to Landlord). Only after several inspections did the City mark the deficiencies as “Abated”, though seven of the twelve deficiencies included instructions to the Landlord to continue to “maintain” the property component in acceptable condition, and Ms. Johnson reports that other deficiencies have not been addressed. *See* Attachment 2 (City’s Activity Log for Citizen Complaint at 942 Ashland Ave) (e.g., instructing Landlord to “[r]epair and maintain the ceiling [in the bathroom of Unit 12] in an approved manner”); Johnson Decl. ¶ 5 (noting damaged bathroom ceiling, water and caulking damage behind kitchen sink, hole in laundry room ceiling, and mess in storage room remain). The Landlord is thus aware of these issues but has failed to maintain the property in an appropriate manner, or address the underlying habitability concern, despite the City’s instructions.

Several other examples: Vincent Cornell had to install the toilet in his own bathroom because he attests that he has “had trouble getting basic maintenance tasks done if [he] request[s] them of [the] landlord.” Cornell Decl. at ¶ 12;³ *see also* Skaare Decl. at ¶ 7 (noting wait times for plumbing fixes). Jill Ackerman requested a repair for her malfunctioning shower but did not hear back from Mr. Day for several days. Ackerman Decl. at ¶ 4. When he did answer, Ms. Ackerman asked that Mr. Day let her know when she should expect someone to enter her apartment to make the repair, but he did not respond. *Id.* She learned a week or two later that Mr. Day had entered her apartment without notice to fix the shower, causing her to “feel uncomfortable and question the privacy [she has] in her home.” *Id.* This conduct violated Ms. Ackerman’s statutory right to privacy. Minn. Stat. § 504B.211, subd. 2 (landlord must provide “reasonable notice” of entry “not less than 24 hours in advance” unless tenant consents to shorter notice). It is apparent that the Landlord’s repeated delays, poor communication, and disregard for tenants’ rights have undermined Residents’ efforts to request repairs to their units.

Notably, any repairs that the Landlord may have completed during Residents’ tenancy do not relieve the Landlord of their responsibility to maintain the whole of Ashland Apartments in accordance with habitability covenants.⁴ Minnesota courts hold that a landlord’s partial compliance with the covenants in Minn. Stat. § 504B.161 is not sufficient for overall compliance with the statute, such as when a landlord completes certain repairs while failing to keep other parts of the premises fit for their intended use. *Signature Cap.*, No. A08-1539, 2009 WL 1375695, at *3.

Finally, as testifying tenants stated during the legislative hearing, Residents were unaware of certain serious habitability problems at the property until John Trostle performed his inspection on June 4, 2025. While many issues are obvious, the existence and severity of some hazards are not apparent to tenants without expertise in home inspection. These would include electrical problems like the ungrounded outlets, and plumbing issues like missing P-traps in sinks or missing clean-out plugs in floor drains. It is the Landlord’s responsibility to inspect and maintain their property to comply with health and safety laws, not Residents’ responsibility. Minn. Stat. § 504B.161, subd. 1.

Therefore, the Landlord has had more than adequate notice of the severe and obvious habitability problems that prevent the City from approving the rent increases at Ashland.

³ Mr. Day has also engaged in retaliatory conduct against Vincent Cornell for his participation in this appeal. During the hearing, Mr. Day stated that he would withdraw approval for Mr. Cornell to use the basement storage area near the entryway to his apartment since Mr. Cornell had raised habitability concerns with the crumbling foundation and flooding occurring in this area. Indeed, Mr. Day informed Mr. Cornell only five days after the hearing that he must remove his belongings from the storage space, citing vague, incorrect, and unsupported “complaints” about safety. Mr. Cornell had been using this area for around seven years with no incident or complaint whatsoever per his agreement with Ms. Day at the start of his tenancy. Mr. Day’s conduct violates Minn. Stat. § 504B.212, subd. 2, which presumes retaliation when a landlord “decrease[s] services” within 90 days of a tenant’s participation in an “administrative proceeding concerning the condition of the premises or exercised any right or remedy provided by law.”

⁴ To clarify, Residents are not presenting repairs that have been completed as evidence supporting this appeal. Instead, the habitability problems pictured and described in Residents’ Declarations are present issues that have not been repaired or mitigated by the Landlord.

3. Engaging a Third-Party Contractor for Renovations Does Not Relieve the Landlord of Their Legal Obligations Under Lead and Asbestos Safety Laws.

The Landlord representatives stated at the legislative hearing that they did not understand why they would be responsible for failing to meet lead and asbestos requirements for renovations to the 938 Ashland Avenue building (Units 6 and 7) when they hired a contractor to complete this work. Whether the Landlord is ignorant of their obligations under the law or is choosing to avoid them, the fact of the matter is that property owners are responsible for complying with federal law around lead-based paint and asbestos-containing materials. At a minimum, this includes performing appropriate testing if an owner wishes to conduct renovations without lead and asbestos safety precautions, or, alternatively, giving notice and making disclosures to tenants and ensuring that proper safety precautions are taken during renovations if no testing is completed—all of which the Landlord failed to do. Quite simply, landlords' legal obligations cannot be offloaded onto contractors.

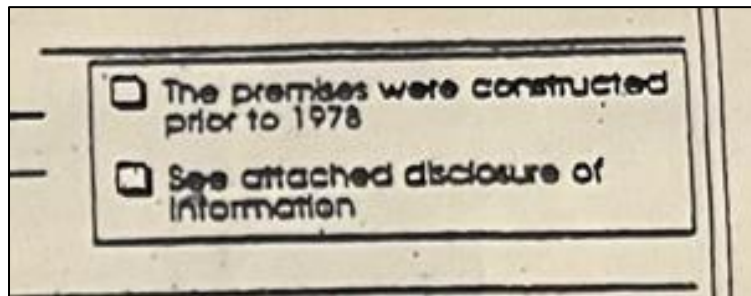
Residents respectfully direct Officer Moermond to the explanation of landlords' lead- and asbestos-related obligations in Section III(a)-(b) (pp. 11-13) of their initial Memorandum, submitted on July 10, 2025 ("Appellants' Memorandum"). The relevant laws impose duties on both the property owner and any hired contractors to comply with safety precautions around these hazardous materials. *See* 40 C.F.R. §§ 745.81(a)(2)-(3), .84, .85, .86, .89(d), .90(a); Minn. R. 5207.0035. Naturally, federal and state law implicates property owners because they possess the best knowledge of the age and condition of their buildings in relation to potential environmental hazards. Property owners are also best equipped to communicate with tenants about renovation efforts and to assist tenants in making arrangements to vacate during renovations when necessary. Because of this, landlords and building owners do have responsibilities under state and federal lead and asbestos safety laws, including the responsibility to ensure that the contractors chosen to perform renovation work are appropriately certified.⁵

Here, the Landlord has provided no evidence either at the hearing or in a subsequent submission to show that Ashland is free of lead-based paint or asbestos-containing materials, either through testing or remediation. The firm who conducted the renovation work at Ashland Apartments—McQuillan Home Services LLC—does not appear on the federally-maintained list of RRP Rule-certified firms nor on the state lead and asbestos licensure lists. *See* Appellants'

⁵ <https://www.epa.gov/sites/default/files/documents/bldg-mgr-brochure.pdf> at 2 ("As a property manager or person in the position of authority to choose who renovates your . . . apartment, it is your responsibility to choose a contractor who is Lead-Safe Certified."); https://www.epa.gov/system/files/documents/2023-06/RenovateRight_ColorLand_06-2023.pdf at 6 ("[Property Owners] have the ultimate responsibility for the safety of your family, tenants, or children in your care."); *see also* <https://www.epa.gov/newsreleases/epa-affirms-building-managers-responsible-lead-based-paint-safety-requirements-when> ("[The] EPA is notifying property management companies that EPA will assess RRP Rule compliance based on the broadly applicable language of the RRP rule, whether the property management company uses its own employees **or hires an outside firm to perform the renovation.**" (emphasis added)).

Memorandum at p. 13.⁶ The Landlord has provided no evidence contradicting that fact, nor has the Landlord provided evidence contradicting Residents' assertions that Mr. Stemme was not given the required pre-renovation notice, or that the contractor selected by the Landlord failed to take adequate safety precautions during the renovation and did not properly clean up dust after concluding the renovation. *See* Appellants' Memorandum at pp. 13-14. Just as the legal burden is on the Landlord to maintain habitable conditions at their properties, they must also demonstrate compliance with health and safety laws, especially after tenants put forth evidence of noncompliance. It is not enough for the Landlord to rely on McQuillan's commercial jingle to assume that the firm complied with all laws and regulations governing renovation work.

Outside of renovation efforts, federal law also requires landlords to provide disclosures to tenants regarding the presumed presence of lead-based paint in buildings constructed prior to 1978. 42 U.S.C. § 4852d. Landlords face penalties by the government of up to \$22,263 for each instance of their failure to disclose lead hazards. 24 C.F.R. § 30.65. Here, the Landlord uses a template lease that includes two checkbox options stating that "The premises were constructed prior to 1978," and "See attached disclosure of information." Despite the fact that the buildings were constructed in 1904, the Landlord did not check these boxes on the leases, and no disclosures were attached. An example of that, taken from the lease of Vincent Cornell, is below.



This deprives tenants of their right to information about the lead-containing status of the properties and represents yet another category of health and safety violations by the Landlord.

Finally, even if the Landlord had no knowledge of their legal obligations around lead and asbestos safety, this does not relieve them of their responsibilities. Property managers have a duty to be informed about laws regulating their business practices and cannot assert ignorance as a defense. *Briggs ex rel. Briggs v. Rasicot*, 867 N.W.2d 217, 221 (Minn. Ct. App. 2015) ("It is a deeply rooted concept of our jurisprudence that ignorance of the law is no excuse. All members of an ordered society are presumed either to know the law or, at least, to have acquainted themselves with those laws that are likely to affect their usual activities.") (quotation omitted). A professed lack of awareness of health and safety laws is acutely dangerous to tenants at risk of harm from landlords' negligence.

In sum, the Landlord has provided no evidence to challenge their failures in complying with lead- and asbestos-safety laws. This constitutes a violation of Minn. Stat. § 504B.161, subd.

⁶ Residents note that their original link to the EPA's search function for RRP rule-certified firms appears to be broken. Please access the search function using this link: <https://www.epa.gov/lead/how-can-i-find-certified-renovation-firm-my-area>.

1(a)(4) (landlords must “maintain the premises and all common areas in compliance with the applicable health and safety laws”), and as such, the City must reverse its approval for the requested rent increases at the property.

4. To Achieve the Goals of the Ordinance, the City Must Continue to Address Appeals for Tenants Who May Vacate Their Unit During the Appeal Process.

At the legislative hearing on July 17, the Landlord stated that he had received a notice-to-vacate from Autumn Buel, the tenant in Unit 10, and suggested that Ms. Buel’s appeal should be dropped. Residents disagree.⁷ The City must continue to assess the appeal as it relates to all Residents and their respective units, including any who may vacate their apartment during the appeal process. The City Council has already shown that this is the proper approach by granting an appeal in 2024 involving a tenant who moved out during the appeal proceedings. Additionally, moving forward with such appeals is supported by the plain language of the Ordinance and public policy animating the City’s rent stabilization efforts.

In July 2023, tenant Sumeya Mohamed filed an appeal to challenge the City’s approval of a rent increase at her property, citing health and safety violations by the landlord that should have prevented the increase.⁸ As the appeal process continued to unfold, Ms. Mohamed had to move out from the subject property. Despite having moved out, the City Council ultimately granted her appeal in August 2024, reversing the Department’s approval for the rent increase applicable to Ms. Mohamed’s unit. The Council thus demonstrated that a tenant’s move away from a property does not defeat the appeal of the rent increase associated with the tenant’s unit.

The unambiguous language of the Ordinance supports the City Council’s conclusion. Nowhere in the Ordinance does it state that a tenant forfeits her appeal if she moves away from the subject property after filing, nor does it tie a tenant’s appeal to her particular unit. Instead, the Ordinance states that, “[a] landlord or tenant may appeal *any* department determination to the legislative hearing officer,” SPLC § 193A.07(a)(8) (emphasis added), and “[t]he landlord or tenant shall have the right to appeal the department determination,” SPLC § 193A.07(g). This language and the lack of additional restrictions necessarily mean that, although a person must be a tenant in order to initially submit an appeal, their right to pursue the appeal is not contingent upon their continued residency at the property. It is a well-established legal tenet that laws that are clear on their face are interpreted according to their plain meaning without injecting new language. *See 328 Barry Ave., LLC v. Nolan Props. Grp., LLC*, 871 N.W.2d 745, 750 (Minn. 2015) (“We cannot add words to an unambiguous statute under the guise of statutory interpretation.”); *see also Cty. of Dakota v. Cameron*, 839 N.W.2d 700, 709 (Minn. 2013) (“Cameron’s alternative interpretation of the phrase ‘comparable property’ would require us to violate one of our basic canons of statutory interpretation: we do not add words or phrases to an unambiguous statute.”). If the City Council had intended to place such a contingency into the law, it would have done so.

⁷ Although currently relevant to only Ms. Buel, this argument applies to any Resident who may move out during the pendency of this appeal.

⁸ RLH RSA 24-4, *see* <https://stpaul.legistar.com/LegislationDetail.aspx?ID=6821056&GUID=737F936C-9C4B-43BE-BAD5-A86BAE17EF39&Options=&Search=>.

Allowing tenants' appeals to proceed in this manner accords with the policy goals behind the Ordinance, and it is paralleled by broad tenant protections in state law. The Ordinance opens with legislative findings outlining the reasons for its implementation, including "that residential tenants suffer great and serious hardship when forced to move from their homes; that the community is impacted by housing instability when rent increases outpace incomes; and that the welfare of all persons who live, work, or own property in the city depends in part on ensuring that Saint Paul residents have access to affordable housing." SPLC § 193A.01. Similarly, the Minnesota Supreme Court has stated that "[t]he legislative objective in enacting the implied covenants of habitability [in Minn. Stat. § 504B.161] is clearly to assure adequate and tenantable housing within the state." *Fritz v. Warthen*, 213 N.W.2d 339, 342 (Minn. 1973). And of course, the Ordinance ties approval for an exception to the rent cap to a landlord's full compliance with the habitability covenants. SPLC § 193A.06(c). The connection between the Ordinance and state law is clear: both the City and the state intended to promote broad accessibility to safe and stable housing.

With these principles in mind, it would contradict the Ordinance's aims for the City to drop the appeal of a tenant who chose to leave a living situation due to documented habitability problems. This would permit careless landlords to benefit from approved rent increases beyond the 3% rent cap (and, as here, often greatly exceeding 3%) when tenants simply cannot stay during the entire months- or years-long appeal process due to inadequate or even dangerous living conditions. The City should not reward landlords for forcing tenants to move due to their own negligence. Furthermore, the health and safety concerns that a tenant may raise in her appeal are not eliminated the minute she decides to move for her wellbeing. Instead, established habitability problems remain present at the property—in this case, in all Residents' units as well as common areas at Ashland Apartments. As the Ordinance makes clear, rent stabilization was intended to prevent "**the community** [from being] impacted by housing instability" and to promote affordable housing to improve "the welfare of **all** persons who live, work, or own property in the city"—not only for tenants who are able and willing to remain indefinitely in an unsafe living environment. SPLC § 193A.01 (emphasis added). Creating such a negative incentive structure would completely circumvent the Ordinance's objectives.

Unless tenants voluntarily withdraw their appeal upon moving out, the only appropriate course of action is to continue to process any former tenants' appeals as long as they were filed while the tenant was a current resident (as is true for all Residents here). If such appeals are ultimately granted, the City should prevent the Landlord from raising rents in excess of 3% for successive tenants at the property until the Landlord remedies all failures to meet the statutory covenant of habitability and any other violations precluding an exception to the Ordinance.

Conclusion

In all respects, the Landlord has failed to challenge Residents' evidence documenting persistent and apparent habitability violations at Ashland Apartments along with their failures to abide by lead and asbestos safety laws. The Department's initial determination allowing an across-the-board rent increase of 28.52% at Ashland Apartments, as well as the combined 52.16% increase for Units 6 and 7, must be reversed and Residents' appeal granted. Nothing that the Landlord offered at the legislative hearing changes that conclusion.

Best regards,

s/Abigail Hanson

s/Emily Curran

Abigail Hanson

Emily Curran

Attorneys, Housing Justice Center

Encl:

- Attachment 1 (Inspection and Re-Inspection Letters to Landlord)
- Attachment 2 (City's Activity Log for Citizen Complaint at 942 Ashland Ave)



October 1, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

CORRECTION NOTICE - COMPLAINT INSPECTION

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

An inspection was made of your building on September 30, 2024 in response to a referral. You are hereby notified that the following deficiency list must be corrected immediately. **A reinspection will be made on November 5, 2024 at 10:00 AM.**

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. Basement - Laundry room - MMC 504.1 - 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.-Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.
2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.
3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.

ATTACHMENT 1

4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.
5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.
6. Interior - Throughout - 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.- Last tags shows serviced was 2022.
7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.
8. U nit 12 - Kitchen - 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.-Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level.
9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.
10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.
11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.
12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor.,
Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

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: Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984

ATTACHMENT 1

between 7:30 a.m. - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

**SAINT PAUL**
SAFETY & INSPECTIONS

375 Jackson Street, Suite 220

Saint Paul, MN 55101-1806

Tel: 651-266-8989 | Fax: 651-266-9124

November 6, 2024

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920

CORRECTION NOTICE - RE-INSPECTION COMPLAINT

RE: 942 ASHLAND AVE
Ref. # 17288

Dear Property Representative:

A re-inspection was made on your building on November 5, 2024, 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 December 5, 2024 at 10:30 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.

DEFICIENCY LIST

1. Basement - Laundry room - MMC 504.1 - 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.- Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from.
2. Basement - Throughout - MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989.-Basement- laundry and storage area. Repair ceiling where hole.

ATTACHMENT 1

3. Basement - MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials.-Remove mattress, box spring and bags of pillows from basement.
4. Basement - MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area.-Add smoke and CO alarm in basement to cover area with fuel burning appliances.
5. Gutters - West side - SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects.-Have gutters repaired and cleaned out. West side of building.
6. Interior - Throughout - 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.-Last tags shows serviced was 2022.
7. Rear of building - SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points.-Block wall leading to unit 12 has large crack.
8. U nit 12 - Kitchen - 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.-Kitchen sink faucet leaking when water is running, Bathroom- leaking in pipe above sink at ceiling level.
9. Unit 12 - Bathroom - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner.-Unit 12- Bathroom.
10. Unit 12 - Bathroom - MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing.-Unit 12- Bathroom- switch and outlet cover plates missing
Laundry room- Junction box cover missing at ceiling level.
11. Unit 12 - Bathroom - MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989.-Bathroom Exposed wires in ceiling.
12. Unit 12 - Throughout - SPLC 34.10 (7), 34.17 (5) - Repair and maintain the walls in an approved manner.-Dining room wall, bedroom closets(both) Sand seeping in closet floor., Big bedroom out side wall and Bathroom.
Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning.

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If you have any questions, email me at Frank.Thurner@ci.stpaul.mn.us or call me at 651-266-8984 between 7:30 a.m - 9:00 a.m.

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Sincerely,

Frank Thurner
Fire Safety Inspector

Ref. # 17288

ATTACHMENT 2
STAMP - Activity Detail

[New Search](#)

[Help using this report](#)

942 Ashland Ave

Click [here](#) to access other applications using this address - GISmo, MapIT, and Ramsey County Info

Run Date: 06/20/25 02:56 PM

Folder ID#: 24 081694

In Date: 09/30/24

Issued Date:

Status: Closed

Closed: 12/05/24

Type: RF - Referral - Citizen Complaint

Reference#: 17288

Description:

Water damage in unit

Condition:

From CS Complaint Row ID 5318236

Comment:

12/09/2024 : Fire Bill Printed: 12/09/2024

Document:

[Batch PDF: Fire Bill Document](#) - Generated: 12/09/2024 - Sent: 12/09/2024

[Referral Re-Inspection - Letter 2:](#) - Generated: 11/06/2024 - Sent: 11/06/2024

[Referral Response - Letter 5/10:](#) - Generated: 10/01/2024 - Sent: 10/01/2024

* Note: Clicking on above document links may not reflect the exact formatting of the original document.

People:

Owner:

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

RR Previous Stated Owner:

Tom Mohr
1787 Sargent Ave
St Paul MN 55105
651-690-1722

Responsible Party:

Judith A Day
1787 Sargent Ave
St Paul MN 55105-1920
651-690-1722

Property:

942 ASHLAND AVE, PIN: 022823240079

Info Value:

Possible Student Housing?: No

C of O Renewal Due Date: Jul 28, 2027

C of O Status: Pending

Inspection Date: Dec 05, 2024

Inspection Time: 10:30 AM

Last Inspection Date: Nov 6, 2024

Primary Occupancy Group: R-2

Primary Occupancy Type Name: Dwelling Units

Is this a City Owned Building?: No

Total Residential Units: 5

Contact: Call 1st Mngr-Michelle 651-448-2284Judith 651-269-9437

DSI CS FolderRSN: 5318236

Fee:

Fire Re-inspection Fee: \$89.00 - Paid in Full: Yes - Payment Type: Check - Payment Date: 12/17/2024

ATTACHMENT 2

Referral Response

Assigned To: Thurner, Frank

Closed: 10/01/24

Result:

10/01/2024: Orders Issued - Inspection

Closed: 10/01/24

Result:

10/01/2024: Orders Issued - Inspection

Closed: 10/01/24

Result:

10/01/2024: Orders Issued - Inspection

Referral Re-Inspection

Closed: 11/06/24

Result:

11/06/2024: Correction Orders

Closed: 11/06/24

Result:

11/06/2024: Correction Orders

Closed: 11/06/24

Result:

11/06/2024: Correction Orders

Closed: 12/05/24

Result:

12/05/2024: Comply

Deficiency:

Basement: Laundry room. MMC 504.1 - 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. Repair dryer vents. Lot of lint behind dryer that need cleaning up and find out where it is leaking from. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: Throughout. MSFC 703.1 - Repair and maintain the required fire resistive construction with approved materials and methods. This work may require a permit(s). Call DSI at (651) 266-8989. Basement- laundry and storage area. Repair ceiling where hole. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Basement: MN Stat 299F.18 - Immediately remove and discontinue excessive accumulation of combustible materials. Remove mattress, box spring and bags of pillows from basement. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Basement: MN Stat. 299F.362, MSFC 1103.8 - Immediately provide and maintain a smoke alarm located outside each sleeping area. Add smoke and CO alarm in basement to cover area with fuel burning appliances. First Noted on: 10/01/2024, Notice#: 3, Status: Abated

Gutters: West side. SPLC 34.09 (2)(b), 34.33 (1)(d) - Provide and maintained the roof weather tight and free from defects. Have gutters repaired and cleaned out. West side of building. First Noted on: 10/01/2024, Notice#: 3, Severity: 8, Status: Abated

Interior: Throughout. 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. Last tags shows serviced was 2022. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

Rear of building: SPLC 34.09 (2)(a), 34.33 (1)(a) - Provide and maintain foundation elements to adequately support this building at all points. Block wall leading to unit 12 has large crack. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

ATTACHMENT 2

Unit 12: Kitchen. 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. Kitchen sink faucet leaking when water is running,
Bathroom- leaking in pipe above sink at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. SPLC 34.10 (7), 34.17 (5) - Repair and maintain the ceiling in an approved manner. Unit 12- Bathroom.. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Unit 12: Bathroom. MSFC 604.6 - Provide electrical cover plates to all outlets, switches and junction boxes where missing. Unit 12- Bathroom- switch and outlet cover plates missing
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Unit 12: Bathroom. MSFC 604.1 - Remove unapproved exposed wiring and install in accordance with the electrical code. This work may require a permit(s). Call DSI at (651) 266-8989. Bathroom Exposed wires in ceiling. First Noted on: 10/01/2024, Notice#: 3, Severity: 6, Status: Abated

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Kitchen- Backsplash has water damage.
Mold- clean and treat for mold to prevent from returning. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

Closed: 12/05/24

Result:

12/05/2024: Comply

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ATTACHMENT 2

Laundry room- Junction box cover missing at ceiling level. First Noted on: 10/01/2024, Notice#: 3, Severity: 4, Status: Abated

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Closed: 12/05/24

Result:

12/05/2024: Comply

Deficiency:

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Closed: 12/05/24

Result:

12/05/2024: Comply

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