

To the members of the St. Paul City Council Please consider passing the ordinance that would limit landlords'

ability to screen out tenants based on old, irrelevant criminal and eviction records and cap security deposits and require landlords to have "just cause" before terminating a lease.

Per an informed friend who works in law. Renters are overwhelmingly people of color, and the majority are African America. Old and irrelevant criminal and eviction records stand in the way of people finding safe, healthy and secure housing ALL THE TIME. It's a way that people pay not once but two, three (and even four) times for something in their past, which may have not even resulted in a conviction or actual eviction.

thank you

Jennifer Nowatzki  
983 Juno Ave  
St Paul  
55102

Dear Council Member Noecker,

My name is Anne Zielske and I'm a homeowner and teacher at Harding HS in St. Paul. I am a constituent of your Ward and member of ISAIAH. I strongly support the proposed tenant protections ordinance for St. Paul and ask that you please support the just cause notice of the tenant protections ordinance.

A just cause notice helps tenants have the opportunity to stay in their housing if they are fulfilling all of the legal requirements to do so, without experiencing arbitrary or baseless termination. Right now, a tenant can be forced to leave within 30 days without any idea of why it happened, which creates even greater instability and widens structural inequities for those of color and low-income. In a time of economic hardship, we should make sure we put strong protections for tenants and ensure we don't have a greater homelessness crisis in Saint Paul.

A just cause notice is common sense and ensures transparency and fairness. Let's actually do right by tenants and support this important part of the tenant's ordinance. Thank you for your support.

Anne Zielske

Hello Council Member Jane Prince,

I represent a group of female real estate investors and smaller, multi-family landlords. Several of us own or owned rental housing in St Paul.

Each of us is conscientious about our tenants and supports tenant rights activities that are fair for everyone.

The current ordinance however will drive out investors/landlords like us if it passes as is.

***Please advise what I / we can do to help support you in holding off on the vote for this ordinance. What can we do to help bring all voices to the table to draft an ordinance that achieves its intended purpose?***

Several women in my group are already positioning to move their investing OUT of Saint Paul because the current ordinance will prevent them from having necessary controls over their extremely costly investments.

Many of us just don't have the financial resources to endure the 'protections' afforded to renters in this current ordinance.

Respectfully,  
Julie Foley Coleman

Hello City Council,

I am writing in favor of ordinance 20-14. This ordinance is pretty basic tenants rights and I think it would show common sense and decency to pass it. I do believe we need to go further as well, but in the meantime I strongly support this ordinance. In the cities these past couple of weeks we have seen a swell of support for measures that enact racial and economic justice, and given the racial and economic demographics of renters in this city, I believe this will be a step towards that.

Thanks,

Ari Dahlager  
95 Prior Ave N  
Merriam Park/Ward 4

I am a resident in the third ward. I wanted to write to you to ask for your support for Ordinance 20-14 to help improve protections for tenants and to make housing more accessible. Given the recent events, it is more important than ever to stand up and ensure there are ways to help support those that are disproportionately impacted by systemic inequality.

I have concerns about the damages that have occurred in our city and the potential ramifications of corporations and larger businesses taking advantage of the real estate that may come available, only to turn it over to for-profit, higher cost apartments and dwellings.

I also find that while financial stability is necessary for business owners and landlords, there is equally a disproportionate cost to those who need safety, predictability, and accessibility to housing. By ensuring that stability and protections exists for those who need it most and are most vulnerable to change, there will be more equality and a stronger community to show for it. I hope you consider the balance that the ordinance provides to our community.

Thank you for considering,

Katie Bell

Hello Councilmember Nelson.

I am writing to you in regard to the SAFE Housing Ordinance currently being looked at by the Saint Paul City Council. I believe it should be passed as is with NO amendments. I hope you feel the same way and will continue to lead on this issue.

Thank you for your time and for your work on this.

Tom Lucy  
1460 Huron Street  
Saint Paul, MN  
55108

Dear Councilmember Noecker,

I am a resident of St. Paul's West Side. I am writing to encourage you to support the S.A.F.E. housing ordinance as it has been proposed. I believe all of the tenant protections in the ordinance are crucial for the residents in our city. I urge you to support the ordinance without changing or weakening any of the protections, especially just cause. Weakening them will only further hurt renters in our city.

Our city needs to protect renters against the discrimination that often happens through unfair screening practices, evictions, and displacement from their homes, especially in these challenging times. I have confidence that you will follow through on your commitment to racial equity and vote on the side of fairness and justice.

Thank you.

Katherine Nelson  
312 W Stevens St  
Saint Paul, MN 55107

Dear Council Member Yang,

I am writing to you today to urge you to delay a vote on the tenant's right ordinance (20-14). Our most urgent concern is that the ordinance in its current form will have the direct opposite of its intended effect, and will further destabilize the rental market in Saint Paul.

My spouse I have lived and owned duplexes in Saint Paul for over 25 years. We are conscientious property owners who have lived in our rental properties alongside our residents. We maintain our properties in excellent condition and offer affordable rental rates. Over the years, our renters have included many families of color, young people getting their first apartment, Section 8 recipients, former sex workers, people with felony convictions, refugee families just starting out in the US, single mothers with challenged credit due to spotty child support payments and burdensome medical bills for children with disabilities. Our renters are our neighbors, and in many cases, have become lifelong friends.

In the past three years, the property tax burden alone has caused us to question the wisdom of staying invested in Saint Paul. For one of our properties, the property tax expense accounts for **25%** of our gross rents, and that is before insurance, utilities, maintenance, and debt service. It is becoming unsustainable, even before an ordinance that erodes our control over our costly investments.

We are watching closely how the city council votes on the tenant protection ordinance, and it is with deep regret that we are positioning ourselves to divest of our investments in Saint Paul if this ordinance passes in its current form. As we approach our retirement years, we simply do not have the financial resources to endure the 'protections' afforded to renters in this ordinance as it stands. There are so many inconsistencies and ambiguities in the proposed law that make it troubling and hard to interpret, which inevitably leads to the potential for lawsuits and less affordable housing. It will likely cause many of the good landlords to leave Saint Paul.

It is in the spirit of cooperation and mutual respect that we ask:

- **What can we do to help support you in delaying the vote for this ordinance?**
- **What can we do to help bring all voices to the table to assist in the drafting of an ordinance that achieves its intended purpose?**

Respectfully yours,

Sarah Benson  
xxxx White Bear Avenue N  
Saint Paul MN

Good evening, councilmembers --

I strongly encourage you to vote yes to protect Tenants -- as a core measure to shape and strengthen a sustainable, inclusive Saint Paul.

My name is Mike Reynolds, and I'm a one-time renter and long-time homeowner -- and a constituent and District Council board member in Ward 4. I strongly support the proposed tenant protections ordinance for St. Paul, and ask that you please vote YES on the ordinance.

Now more than ever, our city needs comprehensive tenant protections to address rising displacement, help keep people in their homes, and eliminate discrimination. Without this ordinance, tenants could also be more vulnerable than ever in the wake of the personal, social, and economic damage wrought by COVID-19. We already had a housing crisis before COVID-19 started; we need these protections to ensure future stability and safety for all in our community:

- Tenant screening criteria and a limit on security deposits will help ensure nobody is screened or shut out of a place to live they could otherwise afford.
- Just cause notice will standardize landlord best practices to ensure a legally defined and acceptable just cause is the reason for terminating a tenancy, curbing arbitrary and informal evictions and helping people stay in their homes.

- Advance notice of sale will slow down the rapid loss of NOAH in our communities that is fueling displacement and give preservation and affordable buyers more time to bring forth deals that could help tenants stay housed and improve our city.
- Tenant rights and responsibilities information will dramatically improve landlord-tenant relationships and help make sure every renter in our city knows what their rights and resources are.

As you know, this ordinance was developed over a process that spanned years of administrations, the current Council, engagement sessions in every city ward, and ongoing discussions with over 50 community organizations, with every stakeholder and perspective included.

Our housing crisis can't wait. The time to pass tenant protections is now.

Thank you for your support,  
Mike Reynolds  
Professor of English and chair of the department, College of Liberal Arts  
Hamline University

I fully support the tenant protections in proposed ordinance 20-14. We are not going to make any progress on any of the overwhelming challenges we are facing until everyone has safe and secure housing. That's where it starts.

Mark Thieroff  
1438 Chelmsford St.

Dear Council,

I am writing to voice my support for the tenant protections put forth in ordinance 20-14. These protections are essential to reduce discrimination and improve housing stability. I'm deeply in favor of these protections, and encourage you to take further action for housing equity by expanding or introducing more affordable/public housing, shelters, and rent controls.

Sincerely,

Netta Kaplan  
Highland Park  
Ward 3

Dear St. Paul City Counsel,

As a Twin Cities resident, and as a renter myself, I support Tenant Protections. Protecting tenants is one piece of the larger puzzle of holistic change we need to reduce police brutality and move away from traditional policing. Reducing housing uncertainty and financial distress will reduce crime. Thank you.

Theresa Heitz

Minneapolis

Dear Council,

On April 15th, a St. Paul city worker significantly injured a homeless woman by trying to discard her tent with a utility vehicle, without bothering to check if anyone was inside. This happened just outside the Arlington Hills Community Center in the Payne-Phalen neighborhood. If it was not clear already, St. Paul is undeniably in the midst of a housing crisis, and the S.A.F.E. Housing Ordinance is one small but critical step toward housing justice for all.

I am a strong supporter of the S.A.F.E. Housing Ordinance. As you well know, over half of St. Paul residents are renters, and over half of renter households are cost-burdened. In our city, renters are disproportionately BIPOC, and disproportionately from poor and working class backgrounds. Renters contribute to our communities in important and lasting ways, not least of which by paying their landlords' mortgages. The five key policies proposed in this ordinance—Just Cause Notice; Tenant Screening Reforms; Security Deposit Limits; 90-Day Advanced Notice of Sale; and Tenant Rights and Responsibilities Information—would protect tenants from some common landlord abuses. These protections will help tenants remain in St. Paul, as incredibly important members of our ecosystem.

But this conversation doesn't stop here. Renters in Saint Paul have been calling for rent control; a ban on late fees; increased public housing; a wintertime eviction ban; housing for all homeless St. Paulites; community ownership housing models; and the elimination of hostile architecture for some time now, in addition to rent cancellation during COVID-19. As a renter in St. Paul, I was denied heat during last year's polar vortex. I've exhausted myself arguing for basic repairs. Most renters in St. Paul have experienced something similar, and oftentimes worse. So pass the S.A.F.E. Housing Ordinance **without any amendments**. Because St. Paul renters are up for the fight.

Meg Daly

683 Hague Avenue, Apt 10, Saint Paul, MN, 55104

Councilman Tolbert,

Please do NOT gut the S.A.F.E. housing ordinance. This was recommended for full approval by the Mac Groveland Community Council's HLU Committee and the community supports it. There is NO reason to remove the Just Cause portion of this ordinance.

"The "Just Cause" provisions should stay in the S.A.F.E. Housing Ordinance. It is more than reasonable that landlords provide a reason for an eviction. This simple and easy act is a minor municipal solution that can erase a huge swath of racist evictions, whether by conscious or unconscious bias." (Streets.mn)

Please, take the right action now.

Kateri Routh  
[2093 Stanford Ave.](#)  
[Saint Paul, MN 55105](#)

Dear Councilwoman Prince,

I am writing to you as a constituent and renter in St. Paul regarding the Safe Housing ordinance.

I have been a resident of St. Paul most of the past 15 years. In that time I have experienced tremendous instability in housing during my time here, including being homeless due to the practices the safe housing ordinance would address, as well as having to move out of my beloved city for a time in order to obtain affordable housing.

As you know, affordable and stable housing is an ever increasing problem in St. Paul. I encourage you to vote in favor of the Safe Housing ordinance in its entirety, including the Just Cause notice. So many in our community lose stable housing with minimal notice and resources to find a new place to live. Not to mention, the impact that sudden moves can have on children being forced to move schools without warning, as well as the parent's ability to get to and from work. Losing housing has a chain effect that shakes the foundation of our families. Putting parameters in place that will prevent this from occurring will have a deep impact across the board, from how our kids do in school to our ability to generate wealth. For me it has taken nearly a decade to dig out from losing my home - and I am one of the lucky ones. Even now, a threat to stable housing will most likely send my family back to square one.

I hope to see you vote in favor of Safe housing protections so all of our community can thrive.

Thank you,  
Brianna Trovall

Dear City Council,

As a resident of St. Paul and as the Housing Case Coordinator at Volunteer Lawyers Network, I am writing in support of the tenant protections proposed in ordinance 20-14.

In my job, I work closely with Minnesota tenants who have been negatively affected by discriminatory tenant screening practices. I support City Council's proposals to protect tenants, including requirements to have landlords inform tenants of their rental rights, limit security deposits to one month's rent, limit landlords' ability to screen tenants based on old criminal and eviction records, and require just cause for

failure to renew leases. Enacting this ordinance would have a material benefit for low income tenants, reduce discrimination, and improve housing stability in my city.

Sincerely,

Kait Ripley  
Ward 1

Good afternoon,

My name is Iain Dove Lempke, and I am a resident of Ward 4 in Saint Paul.

I am writing for two reasons.

The first is that I want to voice my support for the S.A.F.E. Housing Tenant Protections. I am having trouble finding up to date information about its status on the city website, but as a St. Paul renter I am here to voice my strong support for it.

The second is to reiterate my call for Saint Paul to gradually defund the police department. I am not asking our city to eliminate policing altogether, but to reprioritize. Recent events have shown us that policing in this country has changed dramatically in recent decades.

I believe the police play an important role in our city, but we are asking too much of this institution. We currently spend nearly *fifty times* as much on our police department as we do on public health according to the 2020 budget. That says something about our priorities. I believe that public health centers would be a better response to drug problems in our city than policing. Social workers could be responding to domestic disputes. We could be turning to restorative justice programs instead of institutions that lead to incarceration for too many members of our community. Our city could be taking nonviolent approaches to these issues.

Thank you for your time,  
Iain Dove Lempke

We are the owners and managers of apartment buildings located at 761 Como Ave and 714 Jessamine in Ward 4. Please count our voice amongst those in opposition to Proposed Ordinance 20-14. The provisions meant to protect tenants will do more harm than good.

Our buildings are full, full with tenants who have satisfied reasonable screening criteria. Your ordinance will only change the tenant mix for the worst. It will in no way help your affordable housing shortage. The ordinance requires that individuals who are likely to be bad neighbors, lacking respect for other tenants and for the building itself, are granted homes while other hard-working individuals and families will have to look elsewhere.



**Particularly alarming are the protections that the ordinance is providing regarding criminals.** The City now seeks to require us to place our tenants in danger by requiring us to grant tenancies to individuals with violent criminal histories. These particular provisions don't seem to get much airtime in the supporting press. **Violent criminals do not need tenant protection!** There are lots of people in need of housing that have managed to avoid being convicted for violent acts against their fellow man.

Granting tenancy to individuals who can't afford to pay rent benefits no one, and in fact harms the tenants who do pay rent. There will be additional rent delinquencies with the limits on credit history. Rents will increase to cover losses, that's a certainty.

The City is doing nothing short of taking our building into a government program. The new rules will further erode the value of our property. Already subject to very high property tax, the stifling restrictions on our ability to protect our tenants and our building will diminish any owner's incentive to commit capital to improve and maintain the buildings.

If you want to solve your housing crisis, take care of the property owners who take care of their tenants. We have owned and managed an apartment complex in the Como area for 47 years. We will be selling our building if this ordinance becomes effective. We cannot own a building where we can't take even reasonable measures to provide good neighbors to our tenants and to the adjacent neighborhood.

I urge you to abandon proposed Ordinance 20-14 and rethink your approach. Please do not hesitate to contact me if you have any questions or comments.

Paul Schreier, President



Tyme Properties LLC

I first learned about this proposed ordinance in March. It seems that the public had been invited to general meetings on housing, which I was unaware of, but the ordinance/sausage apparently was made in the dark, after those meetings, and suddenly appeared in the March 11, 2020 Council Meeting.

I have owned and occupied a duplex here since 1985. I have invested nearly all my assets in this building, for which I now pay over \$8000/year in property taxes. I am 76 years old and retired and depend on the lower unit in my duplex to subsidize my income; other sources are Social Security and a very small retirement account and, for the last few years, until Covid 19, a third-floor Airbnb.

I have always loved living in St. Paul. I have always been happy to live in a high tax city and state that take care of people. I consider myself politically progressive; I give money regularly to nonprofits which provide housing for people. However, I understand progressives as wanting government to solve long-standing serious problems like lack of affordable housing by using public funds, like creating affordable housing or helping people by subsidizing housing, not undemocratically and autocratically by burdening a single segment of the population; in this case, landlords.

I have lost a lot of sleep over this proposal and I have done a lot of research. I have researched related ordinances and statutes in other states and listened to the relevant portions of the four City Council meetings that discussed this Ordinance. That doesn't tell me much about the Councilmembers' thought processes. I appreciated Jane Prince's comments about the burden being placed on landlords at this particularly difficult time, but have heard zero sympathy for landlords from any other councilmember. I have actually downloaded, printed, and reviewed all the comments and attached documents. I also saw that 6 of the 7 Councilmembers signed the Jeremiah Ellison letter asking Governor Walz to "support the suspension of rent and mortgage payments", showing that those 6 Councilmembers had no interest in even conditioning their request on the inability of tenants to pay rent. That's when I realized I shouldn't waste my time trying to tell you how unfair this is and how it rocks my world, the world of other landlords, and, interestingly, the world of many good tenants who will have to tolerate some unpleasant and perhaps dangerous other tenants or move.

Your proposed ordinance is the most expansive and radical of any I have seen. Seattle's Just Cause applies to month-to-month tenancies ( <https://seattle.curbed.com/2019/7/10/18701153/tenant-rights-seattle-housing-resources>) and I believe some restrictions based on criminal records are still going through the courts. Washington State's proposed Statute went nowhere last fall. California passed a law last fall that excluded all owner-occupied duplexes and some single family homes.

I also found no studies showing that this ordinance so burdensome on landlords will even achieve the goals stated by the Council! The University of Washington study provided no evidence that this harsh ordinance would even improve the situation of renters, and seemed to indicate that it would cause landlords to stop renting and find other uses for their properties.

So here we are: The Comments indicate (no surprise) that all renters support the ordinance, as do all those good homeowners, especially those who belong to Isaiah so they don't even have to write their own letters; they can "do good" for poor folks by pushing burdens onto landlords—that doesn't cost them a nickel and they can feel so good about themselves, and their taxes won't change. Landlords must be a small percent of St. Paul voters, so I can see how this will turn out. Many landlords have written well-reasoned letters about the problems with this ordinance, but I doubt that will change anything.

I think the whole ordinance is wrong, but here are **my top three proposed amendments**.

**Exclude owner occupied duplexes.** Sharing a home, patio, basement, and yard with people is quite an intimate relationship, more intimate than being neighbors. It's not going to be good for landlord or tenant if their relationship isn't good; however, under this ordinance, only the tenant can decide to sever the relationship; the landlord is stuck. What is fair about that?

**Exclude Lease Renewals from the Just Cause requirements, where the lease has a term of one year or more.** Why is it fair, especially for an owner-occupier of a duplex, to have to tolerate an obnoxious tenant forever or until the tenant decides to move? Why should the power to change the tenancy be only in the hands of the tenant? That doesn't equalize the power dynamic; it gives the tenant more power than the owner who has invested in property. Not fair.

**Use the federal standard to restrict consideration of criminal backgrounds.** I don't think the Council should be inventing its own rules when there are existing ones, and have you considered that many small landlords are incapable of even understanding this ordinance?

I won't waste my time or yours trying to speak at your hearing. I wish you many years of litigation over this ordinance. (The Seattle ordinance criminal application requirements have been in court for some 3 years.) As for me, when my current excellent tenants choose to move out, I will think long and hard about whether I want to be a landlord in St. Paul any more when I have other options, like creating a condo or an Airbnb on the first floor unit, unless I happen to know someone who would like to rent it, so that I wouldn't have to advertise.

**MARY ANTONIA WILMES**

1393 Berkeley Av  
Saint Paul MN 55105

City of St. Paul Council Members,

Review of Ordinance 20-14 continued:

**Section 193.03** Security Deposits

Question: Original proposal was security deposit equals no more than one month's rent; any additional fees, deposits could not exceed an additional one month's rent.

In the third revision, security deposit cannot exceed one month's rent, nor can pre-paid rent exceed one month's rent. Then the revision goes on to talk about fees and pet deposit, however, it is not clear whether those fees are stand alone and can be charged in addition to security deposit and pre-paid rent limitations.

Could you clarify paragraph Section 193.03(b) and also address whether or not there is a limit or cap on those fees as well if they are stand alone?

**Section 193.05** Just Cause Notice for Tenants (non-renewal)

3) *Material non-compliance*

**OBJECTION:** As previously stated under definitions of terminology, the usage of the term "material breach of the lease" limits the effectiveness of the totality of the lease agreement.

**PROPOSAL:** terminology should reflect the enforcement of all components of the lease agreement, not just the "heart" of the agreement. Continued use of the term *material breach of the lease* should be clearly defined that in cases of Just Cause for non-renewal material non-compliance all violations of the lease will be deemed *material breach of the lease* and will be grounds for non-renewal.

7) *Rehab and Renovation*

**OBJECTION:** relocation assistance. This portion of Section 193.05 does not take into account the expense of a rehabilitation or renovation or the loss of rent

that occurs during this period of time. To add a punitive measure of relocation assistance will result in property owners forgoing any major improvements until a lessee vacates of their own accord (which could involve decades of tenancy) or unless city inspectors order the apartment to be vacated due to serious code violations. I state that the measure is punitive because small property owners do not have a stockpile of apartments/houses that would allow for re-location of a lessee like investors and development companies have in order to circumvent the relocation assistance penalty. Maintaining a property for even minor repairs is usually met with resistance from lessees as an inconvenience, so to embark upon a maintenance project such as hardwood floor refinishing, carpet replacement, painting while a unit is occupied will be impossible. Noting, these are elective maintenance measures that could technically wait indefinitely until either scenario mentioned prior presents itself. I, however, take pride in my four units and would not want my units to deteriorate to the point that a city inspector gets involved or my lessee does not have an inviting, well-kept place to live.

**PROPOSAL:** Drop the requirement for relocation assistance altogether or make an exception for small property owners, owners on social security with supplemental income from a rental property, etc. and/or require property owners to give a longer notice of non-renewal which when complied with will waive the relocation assistance requirement or remain for those who do not comply.

#### **Section 193.06** Advance Notice of Sale

Question: What is the intention behind notifying the Director of the Department of Planning and Economic Development in advance of a proposed sale of affordable housing building? Is the intent for certain agencies to obtain an advanced notification so they may offer a bid prior to the building going on public market?

Incidental question: In a contested Just Cause for non-renewal case brought forth by a lessee, what are the ramifications, record wise, that a lessee would have in the event of losing the case?

I want to thank everyone for taking the time to read and walk through the concerns, questions, and proposals that I have regarding Ordinance 20-14. I ask that a genuine consideration is made regarding my concerns.

Danette Lincoln  
Ward 4

Dear Council Members,

I support the SAFE Housing ordinance and the further development of tenant's rights with special attention to the situation of domestic violence.

Thank you,

Elaine Dunbar

Dear Saint Paul City Council Members

My name is Stuart Simek and I own 110 apartment units in the City of St. Paul (and 107 units in Minneapolis). I am a responsible owner who takes pride in serving residents and maintaining my buildings.

I am deeply troubled by the Tenant Protection proposal and ask that you please consider the following questions and look at suitable changes:

- **Just Cause:** We are deemed responsible for the actions of our residents and we need to be able to move out bad actors or people who are consistently breaking the rules. It is never easy to prove a case in court and often the judge will side with the person who is causing problems due lack of “sufficient evidence” Without a private detective we can never prove our case. Ask yourself: Why would a landlord evict someone? Not because they don’t like them, but because they are breaking the rules and/or not paying their rent. A move out costs us an enormous amount of money. A Notice to Move is a Last Resort to maintaining a safe building for ALL residents.
- **1031 Exchange provisions:**
  - Commercial property transactions need to be completed in a predictable orderly manner, therefore we need to have an exemption for this.
- **Security Deposit Limit:**
  - We want to rent apartments and we don’t make money when we have a vacancy. Most importantly we don’t make money when we have to evict someone after they have moved and they can’t pay their rent or won’t pay their rent. Allowing a higher security deposit allows us to take a chance on someone with a previous eviction or bad credit. If we don’t have this option to cover the risk, we just won’t rent to this person or family. Why take the risk?
- **Existing Ordinances:**
  - The City of Minneapolis has already developed an ordinance that addresses the above issues and I would urge you to consider the same especially since there are many owners who own in both cities. A quilt work of regulations doesn’t serve residents or owners.

In summary; we are in the business to rent apartments and have people pay rent, in turn we provide them with a safe, comfortable place to live. Taking away the tools we have to make this happen will not serve our residents and it will hurt neighboring properties and businesses.

Please carefully consider all of the unintended consequences that will come as a part of this ordinance.

Call or email if you have further questions.

Sincerely

Stuart R. Simek, CCIM

President | Simek Property Group (SPG)

Real Estate Investment & Development



June 20, 2020

RE: Proposed SAFE Housing ordinance

Dear Council Member Chris Tolbert,

I am writing to you to express my strong opposition to the currently proposed SAFE Housing ordinance.

Thank you for taking the time to read this letter. I am from St. Paul and have lived here most of my life. I continue to reside in Highland Park (2194 Bayard) today along with my wife. We also own property in Ward 3 located at 2175 St. Clair, 1891 Grand, 1855 Grand, and 1863 Grand Ave.

These heavy-handed changes are unjust and likely will not stand up in court (in particular the Just Cause portion which is essentially a one-sided contract).

In addition, some of our residents are concerned about the potential safety and financial ramifications of this ordinance. Also, limiting our ability to rehab old historic buildings will be detrimental in the long term.

I strongly suggest our city council work towards passing something similar to the recently passed renter rights ordinance in Minneapolis.

Please feel free to contact me if you have any questions. Thank you for your consideration.

Sincerely,



Dear Mitra,

This is Kate O'Connell. I am so happy that I've voted for you twice - you are an excellent representative! Thank you so much for living up to your promise to support fair housing. As you know so well, at a bare minimum, all of our children need a safe, supportive place to live.

Thank you again!  
Kate O'Connell  
1506 Simpson Street  
St. Paul, MN 55108

Mr. Thao,

Hoping you vote for the SAFE Housing Ordinance that is being proposed to further ensure that renters in St. Paul have fair access to housing. My family supports this cause.

Thank you,  
Melisa Christensen  
1410 Hartford Ave, St Paul, MN 55116

Dai Thao  
310-A City Hall 15 Kellogg Blvd. West  
Saint Paul, MN 55102  
Phone: 651-266-8610  
Fax: 651-266-8574  
Email: [ward1@ci.stpaul.mn.us](mailto:ward1@ci.stpaul.mn.us)

RE : Proposed SAFE Housing ordinance

Dear Council Member Dai Thao,  
I beg you to consider the ramifications of the currently proposed SAFE Housing ordinance.

As a resident of St. Paul, I am grateful for the opportunities to transform various areas of the city into thriving living and business districts, like the one at Selby and Snelling in the heart of Ward 1. Historic buildings like the one I am working on now at 467 Wabasha, are part of this city's great heritage and I am proud to be able to bring them back to life and to maintain their appeal.

Our residential properties have attracted tenants based on our careful screening process. Each tenant undergoes this process knowing that his or her fellow residents have also been screened in kind.

Many of our units are occupied by young people, new graduates, busy professionals, single and vulnerable women and men. My nieces in their early 20s rent from me, knowing that their building is safe from potential residents who could pose a threat based on their past transgressions.

The screening portion of the proposed ordinance will create unsafe conditions for existing tenants in the building.

I feel that this ordinance will also limit my ability to continue to renovate buildings around the city.

These heavy-handed changes are unjust and will turn many people away from our great city of St. Paul.

Thank you for your consideration. Please call me for conversation or questions.

Sincerely,

Ed Conley  
CCI Properties

Ms. Prince,

Hoping you vote for the SAFE Housing Ordinance that is being proposed to further ensure that renters in St. Paul have fair access to housing. My family supports this cause.

Thank you,

Melisa Christensen  
1410 Hartford Ave, St Paul, MN 55116

Dear Councilmembers,

As I have mentioned previously, the proposed tenant protections ordinance was developed by City Staff in a one-sided manner. The main stakeholder groups responsible for implementing the proposed ordinance, property owners and managers, were not involved in drafting the language. They do not support the newest version of the ordinance and are concerned this ordinance will lead to less affordable housing in Saint Paul. Here are the facts that support this claim:

1. The Minnesota Multi-Housing Association, which represents responsible property owners and managers, has written a letter about their concerns with the proposed ordinance.
2. Almost all the public comments from property owners and managers are against the proposed ordinance. In fact the Public Housing Agency asked to be exempted from the ordinance, which has been approved in the current proposal.
3. At the bottom of this email is a list of the comments, from last October, that the staff ignored when developing the proposed ordinance. I also attached the summary of the comments from these community meetings.

I ask that this email and the attachment be entered in the Public Comments. The system our City uses to develop ordinances is severely broken. I hope you, your staff, and the Mayor's office can develop a



better ordinance with the assistance of property owners and managers of our City, that actually increases affordable housing and tenant protections in Saint Paul.

Thank you,

Chad Skally

Ward 3 Resident

Wards 1, 2, 3, and 4 Business Owner

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### **Comments from October community feedback sessions that were ignored.**

#### Just Cause

- Difficulty to prove “just causes”
- Could hurt residents because as a landlord I will add to my rental screening questions – why nonrenewed
- Will hurt small landlords more
- Inappropriate behaviors by a resident to staff, neighbors, etc. – ought to justify as a reason for a non-renewal of lease
- Who decides what amounts to “habitual violation”? Does City grade violation severity? What are the implications for a lease in which the city rules a violation does not warrant the response allowed for the lease?

#### Security Deposit Limitations

- Landlords get out of Saint Paul
- Raise rents to increase deposits, raise rents in lieu of deposit
- Landlords might increase security deposits to the max
- Security deposits and ability to screen are linked. Currently my security deposits are \$250. If I am too limited on my ability to screen, my security deposit will go up to the max.
- Landlords lose: sufficient security to risk renting to anyone with a less than perfect record, savings account, income
- Landlords pulling out of business
- Some cases where LL needs more incentives to take person with barriers

- Limiting security deposits increases owner's financial exposure when there are damages to property, leads to increased costs
- Landlords use additional deposits to allow residents who would not normally qualify to be accepted. Without additional security deposits, would not accept those persons.

### Tenant Screening

- Less cooperative between landlord and tenant regarding late rent causing quicker eviction
- Could these provisions have a long-term impact on the quality of the housing stock? More damage to property?
- Landlords raising rent rather than screening to keep people out
- As landlord who only charges \$250 security deposit, I know if these new rules are in place, my risk will increase. I will raise my security deposit. Could the city do something too?
- 10 yr. limitation on considering sexual assault, felony convictions would contradict HUDS federal restrictions on registered sex offenders living in HUD assisted housing
- Criminal: safety to residents including VA that we house. Multiple state resident and costs associated with screening. LL held responsible for tenant behavior i.e. Kari Koskinen
- Rental History: Lack of any – use cosigner vs denial. Credit score: Car loans, home loans, etc. all require scores
- Landlords getting out of business
- Renters base their decisions on properties screening criteria. New policy will allow for felons, insurance costs increase for owners, stifles growth of new construction/owners won't want to build in the city
- Large numbers of misdemeanor convictions (including traffic related misdemeanors) can be predictive of an inability to follow rules that are needed for successful living in a multifamily community
- Incentives for Good landlords

### Advance Notice of Sale

- TIFF ends, rents go up, displacement
- It is stressful on the tenant if the building sale doesn't go through'
- Notice of intent to sale may scare tenants unnecessarily
- How does this impact everyone in the market?
- Landlord advocacy
- Cannot work. Properties go out to maximum price and quickest purchase. How can city try to force taking a lower price and lesser terms?

- New owner landlords are just going to raise the rent on the 91st day (after protection period)
- Slow new development in St. Paul
- Notice Benefits to tenants who would rather move than endure the prospective buyer's inspections – Notice may increase buyer market
- City is trying to shape a private market, regulate private ownership rights based on market conditions. Slows down free market property trading i.e. my building became NOAH because of the market, not because I chose to become an affordable housing provider
- City stay out the business
- Mom and Pop landlords with small # but its asking a lot
- Property rights
- Interfering with sale rights w/o benefits to seller. Possibly reducing sale price and buyer still raises rents and days relocation

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**52 Attendees**

## **Community Feedback Session 10-17-19**

15 total – 7 Renters – 2 Homeowners – 9 Landlords – 4 Organizations

## **Community Feedback Session 10-22-19**

11 total – 2 Renters – 5 Homeowners – 6 Landlords – 1 Organizations

## **Community Feedback Session 10-25-19**

26 total – 6 Renters – 5 Homeowners – 8 Landlords – 10 Organizations – 1 Potential Renter

\*\*\*Attendees may  
have identified  
with multiple  
stakeholder  
groups

# Tenant Rights and Responsibilities Information

**1. ADVANCING EQUITABLE IMPACTS.** What positive impacts on equity and inclusion, if any, could result from this proposal? Which racial/ethnic groups could benefit? Are there further ways to maximize equitable opportunities and impacts?

- Good for both the tenants and landlords. Hopefully will be a printable page online to print and post.
- Great idea. Would help with property owners, managers and residents
- This would arm renters with knowledge. It would positively help communities of color.
- Definitely help our diverse population for people of color, super important.
- A readable or online video "Packet" is very important for tenants who may have cognitive disabilities or traumatic brain injuries on multiple languages
- Reduces isolation from helpful resources for marginalized groups
- Benefit – would allow tenants to be aware and to know what they can do when there is an issue. Put power back in renter's hands.
- Knowledge is good!

**2. IDENTIFYING SUCCESS INDICATORS.** What could the success indicators and progress benchmarks of this policy be?

- Fewer Evictions/Fewer Homeless
- Increased likelihood of tenants renewing their leases, stronger relationship between tenant and landlord
- More folks showing up to housing court
- Participation and accountability of participants and owners
- If renters know their rights in a transparent way it should reduce conflict between renters and landlords
- Renter/landlord harmony
- [www.CPLEA.CA](http://www.CPLEA.CA) Packet should include wellness, financial. Safety (domestic violence) resources. Increases wellness & length of stay.

### 3. CONSIDERING ADVERSE IMPACTS.

What adverse impacts or unintended consequences could result from this policy? Which racial/ethnic groups could be negatively affected? **How could adverse impacts be prevented or minimized?**

- Language Barrier
- Getting the cooperation of landlords who are the problem (not all are the problem)
- Digital link yes, hard copies no (as a landlord request)
- Don't place this responsibility on landlords, city needs to keep online info current.
- Exempt small buildings from posting – fliers are better. (I already have trash, recycling, variance request, emergency/owner contact info posted)
- Landlords already need to make residents aware of State of MN laws
- Language barriers should be taken into account

### 4. ENSURING VIABILITY AND SUSTAINABILITY.

What would it take for the proposal to be realistic, adequately funded, with mechanisms to ensure successful implementation and enforcement? Are there provisions to ensure 1) public reporting, 2) stakeholder participation and 3) public accountability?

- Connecting with housing case managers and supportive service orgs for their perspective (wilder, ymca, catholic charities)
- Safe Housing and Simplicity Cartoon Poster
- How to motivate people to want to be informed
- Creating a more tenant friendly culture at the city for when renters do need to make a report re: their rights were violated
- After the viewing and upon approval- having the lease & the rights and responsibilities packet
- Need uniformity in inspections

- No posters – design issues of building
- Only give one packet at move in, not at renewals – save trees
- Require tenant and landlord training on tenants' rights and landlord rights when tenant signs lease
- Would HUD properties have to provide?
- Required training to landlords and managers
- The new info would be dope in illustration & languages
- Easy to read – in several languages. Posters and Communication publications
- Fines and some penalty for landlords who don't comply
- Make it Digital – Make it a link!
- Consider – like Mpls USING Homeline or other tenant rights/responsibility organizations to provide in person/phone consultation re: R&R
- Could incorporate some version in the lease, so the lease is otherwise shorter. Multiple languages. Simplify statutory language please.

## Just Cause Notice

**1. ADVANCING EQUITABLE IMPACTS.** What positive impacts on equity and inclusion, if any, could result from this proposal? Which racial/ethnic groups could benefit? Are there further ways to maximize equitable opportunities and impacts?

- People of Color
- Single, female headed households
- Ex-offenders
- Single family households, black and brown households, offenders
- Less evictions for unjust causes
- A more fair way to process termination
- Tenants can request repairs without de facto retaliation w/ nonrenewal. Could advance equity in gentrifying areas
- Seems it would reduce discrimination and retaliation

**2. IDENTIFYING SUCCESS INDICATORS.** What could the success indicators and progress benchmarks of this policy be?

- Keep the process open and ongoing
- Tenant landlord harmony
- Longer duration of tenancy



### 3. CONSIDERING ADVERSE IMPACTS.

What adverse impacts or unintended consequences could result from this policy? Which racial/ethnic groups could be negatively affected? **How could adverse impacts be prevented or minimized?**

- Potential adverse impact to tenant with identifying “just causes”
- What does this mean for owner occupied multi-unit building?
- What if I want to rehab my unit?
- Habitual late payment should be more than 4 instances. Sometimes things come up unexpectedly.
- Difficulty to prove “just causes”
- Could hurt residents because as a landlord I will add to my rental screening questions –why nonrenewed
- Will hurt small landlords more
- Inappropriate behaviors by a resident to staff, neighbors, etc. – ought to justify as a reason for a non-renewal of lease
- Exception for owner occupied?
- Who decides what amounts to “habitual violation”? Does City grade violation severity? What are the implications for a lease in which the city rules a violation does not warrant the response allowed for the lease?
- #8 Refusing Access. What if you have brought a complaint against a maintenance worker for violating entrance into your home without notice, then the landlord uses this against you and your lease?
- Make #3 more explicit and allow for domestic violence survivors who may be stalked by an ex- partner or currently experiencing it. Applying MN504B
- Make sure #3 doesn't enable a route for domestic violence survivors to be evicted for unjust reasons under #3

### 4. ENSURING VIABILITY AND SUSTAINABILITY.

What would it take for the proposal to be realistic, adequately funded, with mechanisms to ensure successful implementation and enforcement? Are there provisions to ensure 1) public reporting, 2) stakeholder participation and 3) public accountability?

- I think Just cause should be monitored
- Length of notice periods?
- Right to counsel for housing court?
- Educating tenants and property owners of their rights
- Add a cause that deals with occupancy of an apartment to ensure apartments are not being overused and causing additional issues in the tenant landlord relationship.
- When considering damage to a property, should be in the tenant landlord rights and responsibilities info
- Keep the process open and ongoing
- Register a landlord following the law – like landlords look at renters' history
- Fines for landlords who violate the policy
- Resource for landlords to help negotiate tenant problems – like case managers from People Inc.
- Recommended policy: That all leases be in writing for accountability for both landlords and tenants.
- I am not sure there is a downside to this proposal
- Another reason for just cause, interference with management – Threaten, swearing at, sexually harassing building staff
- Needs to be quantitative for terms of the language such as habitual
- Enforcement – Right to counsel for renters who believe their landlord did not perform a proper just cause notice.

<p><b>Security Deposit Limitations</b></p>	

## 1. ADVANCING EQUITABLE IMPACTS.

What positive impacts on equity and inclusion, if any, could result from this proposal? Which racial/ethnic groups could benefit? Are there further ways to maximize equitable opportunities and impacts?

- Could help people who have already used up their EA but still need to pay more in costs
- More people able to afford entering a new lease
- Easier to have low income families move into housing
- Section 8 no fees
- People impacted by this would be single family households & a tenant who is a longtime renter
- I like the 1-month deposit, 1 month rent only
- People of color would really be helped here
- Reduce cost for potential renters
- Provides more equitable access to housing since deposit won't be based on screening/character
- Allows lower income folks to access housing, People of Color, People with disabilities, Poor
- Helps to balance power between landlords and renters, which currently lies predominantly in the hands of landlords
- Benefit of not paying 4k a month can benefit low income people not having to give up all their money and find multiple orgs to help
- People of color, especially black women who are disproportionately evicted, will experience increased housing stability hopefully

## 2. IDENTIFYING SUCCESS INDICATORS.

What could the success indicators and progress benchmarks of this policy be?

- More people housed, homeless reduction, displacement reduced
- Reduce stresses on families, families needing to pick up extra hours of work
- Government assistance in covering security deposits that are too high
- Everyone would have a home
- No claims against the security fund
- Less Homelessness
- Decreased displacement of renters
- No more Landlord loss than before

### 3. CONSIDERING ADVERSE IMPACTS.

What adverse impacts or unintended consequences could result from this policy? Which racial/ethnic groups could be negatively affected? **How could adverse impacts be prevented or minimized?**

- Too much up front, total deposit due when? Rental deposit due at the same time?
- Landlords get out of Saint Paul
- Raise rents to increase deposits, raise rents in lieu of deposit
- Bad debt will increase=larger collections for tenants (negative credit impact)
- Cost to landlord for screening is \$45.00
- Where do application fees fit in?
- Is this too high? 1-month security deposit period instead
- Landlords might increase security deposits to the max
- Security deposits and ability to screen are linked. Currently my security deposits are \$250. If I am too limited on my ability to screen, my security deposit will go up to the max.
- Tenants lose: interest on deposits, recovery of deposit covered by 3<sup>rd</sup> party (EA), availability of affordable housing
- Landlords lose: sufficient security to risk renting to anyone with a less than perfect record, savings account, income

### 4. ENSURING VIABILITY AND SUSTAINABILITY.

What would it take for the proposal to be realistic, adequately funded, with mechanisms to ensure successful implementation and enforcement? Are there provisions to ensure 1) public reporting, 2) stakeholder participation and 3) public accountability?

- Education for landlords & tenants. Who holds them responsible?
- Refund ½ security deposit after life of good history
- Amount dependent on screening results
- What about limiting application fees
- Basic deposit due “x days” in advance – balance due
- Pet fees? \$300 total - \$150 nonrefundable
- Additional fees should only be ½ month rent
- What are the upfront costs & fees?
- Common app
- \$500 security deposit conditional, with up to 1 month rent
- Tenant training, certified tenants
- Risk mitigation fund
- Landlord Incentives

- Minimize risk of bad tenancies: reduce eviction costs, reduce eviction time, set up a fund to cover one month rent additional to the security deposits when the costs exceed one month.
- Landlords pulling out of business
- Some cases where LL needs more incentives to take person with barriers
- Limiting security deposits increases owner's financial exposure when there are damages to property, leads to increased costs
- Landlords use additional deposits to allow residents who would not normally qualify to be accepted. Without additional security deposits, would not accept those persons.
- What about pet fees/pet rent

## Tenant Screening Guidelines

## 1. ADVANCING EQUITABLE IMPACTS.

What positive impacts on equity and inclusion, if any, could result from this proposal? Which racial/ethnic groups could benefit? Are there further ways to maximize equitable opportunities and impacts?

- People of color, people with fixed incomes, poor credit/no credit, single female headed households
- I believe mainly people of color have been impacted when landlords fail to take care of property. Native, African American, Hmong and Somali communities.
- People of color, those most affected, single mother, felons, immigrants
- Eliminate the collateral consequences associated with convictions
- More equitable housing available for many black, indigenous and POC – able to rent places
- Indigenous and black communities will benefit. We go to jail at a faster rate, therefore were more like to have barriers such as felonies, etc.
- Expand housing to populations historically and currently marginalized
- Slumlords make their business after giving housing to folks with criminal history and then can continue with horrible conditions because their tenant can't find other housing.
- The community who will feel it the most will be the same as any other statistic, Native, Black, Latino, Asian
- Benefit people who did stupid things as a young adult but are now great people – should not be judged on your past
- Equity - # of poc who are justice impacted at much higher rate. Less stringent/shorter lookback will give a chance for stable housing. Allow 2<sup>nd</sup> chance
- Increased housing access to communities that are impacted by racial discrimination in financial & criminal justice systems,

## 2. IDENTIFYING SUCCESS INDICATORS.

What could the success indicators and progress benchmarks of this policy be?

- More equitable housing and mixed neighborhoods
- Felon friendly housing and immigrant friendly
- People with criminal backgrounds will not be able to have housing, also people with bad credit couldn't access. The families will be impacted.
- Ensuring enforcement and proof the policy is working
- Measuring the # of persons with criminal records who are able to find and maintain dignified, safe, affordable housing
- Less parole violation
- When adding new policies and ordinances, review current and older items – eliminate as needed
- Survey renters with challenged pasts who have found housing
- Online surveys for new/searching tenants
- We could start to see less denials, less emergency housing options used
- Showing proof that a person with a past felony conviction can pay rent and is not a safety concern just because of past convictions
- Compensate his efforts to keep his rentals accessible – perhaps a property tax offset?
- Fewer Homeless families
- Indication of success: Retained Housing. Wilder research shows there is no difference in housing stability with past felony after 5 yrs. and 2 yrs. for gross misdemeanor. Get people into housing and let them stabilize & keep housing
- Relieves pressure on homeless shelters
- Increased housing stability for communities of color and low wealth communities
- How will it be tracked? Are you going to push reporting to landlords?

especially people of color, immigrant & refugee communities, black women. My Vietnamese immigrant family, like many, take part in some informal banking systems that wouldn't show up on their credit score.

- Understanding that screening criteria doesn't always tell the story of a person's character
- Increase likelihood of rental opportunities for domestic violence victims (sometimes abuser's crimes affect the criminal record of the victim)
- Inequities in criminal justice system will not be perpetuated in housing for African American renters
- Tenant Screening: This process was created for racial profiling and to keep low income households and individuals at a disadvantage, this should have never been allowed according to the Fair Housing Act

### 3. CONSIDERING ADVERSE IMPACTS.

What adverse impacts or unintended consequences could result from this policy? Which racial/ethnic groups could be negatively affected? **How could adverse impacts be prevented or minimized?**

- Less cooperative between landlord and tenant regarding late rent causing quicker eviction
- There should be designated housing for felons of significant offenses (Murder, Rape) should not be living with innocent civilians
- How does screening affect those most vulnerable/> Race, background, proportionate to rise
- Could these provisions have a long-term impact on the quality of the housing stock? More damage to property?
- Landlords raising rent rather than screening to keep people out
- As landlord who only charges \$250 security deposit, I know if these new rules are in place, my risk will increase. I will raise my security deposit. Could the city do something too?
- Income requirement/payment standard allows a huge loophole regarding successful housing
- 10 yr. limitation on considering sexual assault, felony convictions would contradict HUDS federal restrictions on registered sex offenders living in HUD assisted housing
- For credit – It is important for landlords to be able to consider bad debt owed to utility companies because residents may not be able to open new utility accounts after they move in if they still owe money
- Criminal: safety to residents including VA that we house. Multiple state resident and costs associated with screening. LL held responsible for tenant behavior i.e. Kari Koskinen
- Rental History: Lack of any – use cosigner

### 4. ENSURING VIABILITY AND SUSTAINABILITY.

What would it take for the proposal to be realistic, adequately funded, with mechanisms to ensure successful implementation and enforcement? Are there provisions to ensure 1) public reporting, 2) stakeholder participation and 3) public accountability?

- Uniform tenant screening portal
- What resources does a tenant have if they believe a property owner didn't follow this policy?
- What process documentation requirements will be required for landlord
- Uniform application forms online, reports from landlords, tenant grade system, online ratings for landlords and tenants, common app
- Cannot disregard traffic crimes in total
- Address impact of screening between charge and conviction
- Lookback should not look at charges – conviction only
- Enforcement needs to be outside of housing court, having a system set up for tenants to report issues with landlords violating new ordinances
- The city needs to consider new mechanisms for enforcement. Criminal citations? Admin Citations?
- Incentives for Good landlords
- Notification to tenants required by law at application or lease signing
- Fully define and criminal offense that would be excluded
- Mechanisms for reporting online, or embedded within community orgs. A new role out campaign once these protections have passed in multiple languages, on multiple mediums, utilizing visuals as much as possible (billboards, media, public radio stations)
- Reviews 30,60,90 days late on credit – but



vs denial. Credit score: Car loans, home loans, etc. all require scores

- Landlords getting out of business
- Indemnification for landlords for reoffenders when reoccurrence esp. of sexual assaults and domestic violence
- Renters base their decisions on properties screening criteria. New policy will allow for felons, insurance costs increase for owners, stifles growth of new construction/owners won't want to build in the city
- Lookback – Criminal History – For felonies (but not criminal sexual predators/level 3) have a shorter lookback period than the proposed 7 yrs., consider 3-5yrs instead. Consider landlord requesting recommendations of a positive pathway to rental housing
- Large numbers of misdemeanor convictions (including traffic related misdemeanors) can be predictive of an inability to follow rules that are needed for successful living in a multifamily community

doesn't look at medical or student loans

- Regs/laws vary so widely from jurisdiction. Are there ways to account for that? To account for that in lookbacks i.e. NY State allows landlord to file an eviction complaint with the first 30 day late so to protect some do that right away, even if they don't actually pursue removal – But the eviction proceeding still shows up.
- Indemnify Landlords for crimes committed against their other tenants that repeat the perpetuating tenant's criminal history
- Run background checks through DHS? That way landlord and tenants are only allowed screening information
- Open minded, compassionate landlords
- Have a mitigation fund for landlords/owners available (They hardly get used)
- Right to counsel for renters who believe they were improperly screened out of housing. More legal representation for tenants in general.

## Advance Notice of Sale

### 1. ADVANCING EQUITABLE IMPACTS.

What positive impacts on equity and inclusion, if any, could result from this proposal? Which racial/ethnic groups could benefit? Are there further ways to maximize equitable opportunities and impacts?

- Increase NOAH, gives lower income residents more availability to housing
- Lower Income Households, people who have helped maintain challenged neighborhoods that are now desirable
- More black, indigenous and People of Color would benefit due to more time to find housing if they are being moved out.
- Folks on fixed incomes already have a tough time and this would allow them more time to find a place they could afford
- Great idea for 90-day notices
- Allow tenants to save for moving expenses

### 2. IDENTIFYING SUCCESS INDICATORS.

What could the success indicators and progress benchmarks of this policy be?

- Increased NOAH units
- Resources, landlord/tenants
- Preservation of affordable housing
- Landlord lists of open opportunities for housing
- Affordable housing owners and nonprofits could have opportunity to purchase affordable buildings and keep it affordable for current tenants and keep long term residents in their homes and not disrupt the fabric of the community
- How many sales under similar ordinance have taken place?
- Decreased displacement of renters
- Tenants can stay or move peacefully
- Tenants or nonprofit could purchase building and keep it affordable

### 3. CONSIDERING ADVERSE IMPACTS.

What adverse impacts or unintended consequences could result from this policy? Which racial/ethnic groups could be negatively affected? **How could adverse impacts be prevented or minimized?**

- TIF ends, rents go up, displacement
- Landlords may experience unintended move outs prior to a final sale, landlord loses tenants, limit notice period
- It is stressful on the tenant if the building sale doesn't go through'
- Notice of intent to sale may scare tenants unnecessarily
- How does this impact everyone in the market?
- Landlord advocacy
- Cannot work. Properties go out to maximum price and quickest purchase. How can city try to force taking a lower price and lesser terms?
- New owner landlords are just going to raise the rent on the 91<sup>st</sup> day (after protection period)
- Slow new development in St. Paul
- Notice Benefits to tenants who would rather move than endure the prospective buyer's inspections – Notice may increase buyer market
- City is trying to shape a private market, regulate private ownership rights based on market conditions. Slows down free market property trading i.e. my building became NOAH because of the market, not because I chose to become an affordable housing provider
- Make sure that property managers can't just raise rents prior to putting a building on the

### 4. ENSURING VIABILITY AND SUSTAINABILITY.

What would it take for the proposal to be realistic, adequately funded, with mechanisms to ensure successful implementation and enforcement? Are there provisions to ensure 1) public reporting, 2) stakeholder participation and 3) public accountability?

- Giving tenants longer than 90 days to find a place to live because the market has changed over the years
- I think that the 90 days is not long enough for a family to find a place
- How does the city know which units/buildings this will apply to? Seems administratively burdensome
- 1<sup>st</sup> right of refusal
- Include SFH's to encourage ownership
- For all aspects of the policy, what if relocation benefits aren't provided? What if landlords don't follow the policy at all?
- Education, awareness, ease of tenant reporting violation to the city
- Landlord advocacy
- What resources will be available to support mission driven preservation buyers and/or tenant opportunity to purchase.
- Enforcement
- Notice of sale should be posted on door in multiple languages
- Look at 15% AMI affordability – Use Saint Paul Median Income, not MSA AMI. At least show side by side stats
- Sales should be made public prior – Give 6-month notice.

market to avoid policy

- City stay out the business
- I have been through this process before. The housing management was a cooperative Inc. so they were fair and did a lot for moving allowances. This afforded my family and I the moving expenses after being dislocated. Very Helpful
- How will landlord be notified of 60%? Smaller landlords may not be aware of how to determine 60%
- Discourage NOAHS. Owner should raise rents before selling and costing tenants earlier than necessary
- Possible eminent domain claim if rents are not equal to investment
- Minimize: No rule beyond lease notice requirements
- Mom and Pop landlords with small # but its asking a lot
- Property rights
- Interfering with sale rights w/o benefits to seller. Possibly reducing sale price and buyer still raises rents and days relocation

- Define affordable housing more broadly so that we can impact more building and thus protect residents. It would be great to see the definition to “at least 20% of units... affordable to households at or below 80% AMI”
- Advance notice requires city dollars to support the purchase of buildings by nonprofit housing developers if they do want to buy
- MN Housing? Does some entity give building owners/managers yearly info about funds/tax credit, etc. that would enable owners to improve units and keep affordable?

Dear City Council members (and Mayor Carter, sent separately),

I'm writing today to support the proposed tenant protections ordinance, and to ask that you please pass the ordinance without watering it down based on pushback from landlords and property managers. Of relevance, I, myself, am a "small-time" landlord.

**Seattle Rental Housing Study (2018):** I suspect you've had property owners/managers direct your attention to the 2018 landlord survey from Seattle. As a survey-researcher myself, I urge caution in taking at face value claims about what that survey shows.

**Some things about which the Seattle study is informative:** While the survey conducted was solely of landlords and property managers, the qualitative interviews and focus groups conducted with tenants document numerous problems often faced by renters, including housing costs, lack of transparency in leasing processes, overt and covert discrimination on the part of property owners/managers, barriers to tenants with disabilities, lack of bargaining power, and specific problems faced by those with language barriers.

The survey of property owners/managers was first and foremost an attitude and opinion survey. In this regard, the survey is quite revealing. Some specifics from the report:

- "landlords generally hold negative views about City ordinances related to rental-market practices"
- "comments offered by respondents also point to considerable misinformation about the intent and operation of these ordinances"
- "Landlords' general dissatisfaction with city ordinances is amplified by the fact that very few landlords feel that the City's ordinances reflect landlords' interests." (Imagine that! Ordinances designed to help tenants aren't seen by landlords as being in their interests!)
- "landlords...appear to see limited value in the city council's efforts to affect the rental market"
- Landlords generally don't value the stated goals of the tenant ordinance changes. "no individual goal garnered support from more than about 1% of respondents, and the overwhelming majority (89%) of landlords selected none of these options as worthy policy goals for the council"

**What the survey doesn't tell us:** Beyond asking about attitudes, the survey asked property owners/managers whether they had made any changes in their rental practices in response to ordinance changes (Note that such "after the fact" reporting is subject to all sorts of biases and often yields unreliable reports), and hypothetical questions about whether they intended to make such changes in the future. And while many landlords claimed that they would be making changes in future, and attributed those intentions as responses to the ordinance changes, the study doesn't really inform us as to what changes have or will take place in that regard.

After reading the report, I contacted Dr. Kyle Crowder, the University of Washington professor who directed the study, and asked whether any objective follow-up measurements had been conducted. For

instance, whether there have been documented changes in the rental market since passage of the ordinance in Seattle; things like changes in sales of rental units, loss or gains of units from the market, any changes in crime victimization specific to rental housing, changes in success of renters in obtaining housing, changes in evictions, etc.. He responded back that they were "just getting the follow-up effort off the ground now." So any claims being made that the report out of Seattle shows quantitative effects of the ordinance changes there are bogus, and not to be heeded.

**Power differentials favor property owners/managers:** A couple points I think should be put on the table explicitly and acknowledged. First, in almost every tenant/landlord "relationship," (interesting term that, for what is, at root, a financial transaction), there exists a power differential that is almost always in the landlord's favor. Let's simply be honest about that and not try to "both sides" this away. Acknowledging that power differential makes clear that what this ordinance is about is shifting, ever so slightly, a tiny sliver of power back in favor of tenants. Second, while I'm guessing you've seen and heard plentiful examples of landlords demonstrating beneficence towards tenants, and loud voices crying out "not all landlords" are awful, that's entirely beside the point. We do not draw up laws and ordinances to address ideal situations and actions, but to preclude the worst abuses of power on the part of those who will not demonstrate beneficence without being compelled.

**Pragmatic solutions to real problems faced by tenants:** Far from being some "idealistic" document out of touch with reality, the proposed ordinance changes pragmatically address some very real-world issues and problems that are faced by many renters on the regular. I'm sure you all recall the book many of us read last year, titled Evicted. The issues delved in that book are what this ordinance is relevant to.

You know what the right thing to do here is. Please do it!

Thanks for all you do for our city!

Brian C. Martinson, PhD  
1943 Princeton Ave, St. Paul, MN 55105  
(Small-time landlord)

Hello,

I vote No for ORD 20-14: Saint Paul Tenant Protection Ordinances.

Yajing

Greetings Saint Paul City Councilmembers,

I have met with many of you in the last few months to express my strong support of the tenant protection ordinance soon coming to a vote before the full City Council, and I write today to double down on that support as someone who had significant problems with my landlord while renting just a couple of years ago.

These common sense protections have been needed for a long time to advance our goals of equity in Saint Paul, but the twin crises of a global pandemic and acute racial injustice we face in this particular moment makes them that much more urgent.

First and foremost, I hope the Council resists the urge to water down this gold star ordinance with substantive changes that would, perhaps unintentionally, allow more room for discrimination to fester and grow. We know that Black residents and residents of color more broadly are experiencing rampant discrimination in the housing market in ways that are difficult to track because they are often informal arrangements between landlords and renters. This ordinance rightfully seeks to find those spaces where discrimination might hide, name them, and eradicate them.

Second, I hope the Council does not delay implementation. In this particular moment, stable housing is urgently needed, and waiting until after this pandemic has passed to give our ordinance any real teeth betrays the trust of renters in the city.

Third, we should be proud in particular of our Just Cause provisions, which set us apart from Minneapolis and most other cities in doing as much as we can to root out discrimination in one particular phase of renting where we know it thrives most: The informal eviction. It has been said that non-renewal of leases is a convenient way for a landlord to part ways with a "problem tenant." But that is exactly the point. Simply put, labeling a human being a "problem tenant" and using that as an excuse to refuse to renew their lease for no **legally permissible** reason is exactly the problem we are trying to solve. That is discrimination.

Fourth, seemingly overnight there has popped up yet another amendment which almost unbelievably would amend the screening guidelines to allow a landlord to screen out potential tenants **for crimes of which they have not even yet been convicted!** Frankly the idea of denying anyone stable housing—the single best tool someone has to get back on their feet after incarceration—based on criminal history is problematic at its core. But knowing everything we know about rampant discrimination in policing and arrests, the very least we can do is protect those who may not have even committed the crime at all as proven in a court of law.

My concluding thought is that there has, I'm sure, been pushback from many landlords who feel as if this ordinance strips them of some of the power they have typically been able to wield over their tenants. Frankly, that is the point. We would like there to be less discrimination in this city, and we are finally taking away some of the key tools that allowed that discrimination to happen. Renters have been forced to reckon with a fundamental imbalance of power between owners and renters in this city, and the time has come to restore that balance. Our values and this moment in our history compel us to do nothing less.

Please vote to pass the SAFE housing ordinance without weakening the ordinance.

All my best,  
Tyler Blackmon  
HREEO Commissioner  
Ward 3  
1034 Cleveland Ave S #206  
Saint Paul, MN 55116

Hello Councilmembers,

I'm reaching out as a resident in support of the Tenant Protection Ordinance that is currently being discussed.

As a majority-renter city, it is past time to enact these common-sense protection for 51% of our city. The pandemic facing our city and world right now has magnified the need of protections for renters in our community, and has made it more obvious why these protections are needed.

I want to also iterate the need that the SAFE Housing Ordinance is not watered down with amendments that weaken the protections our city so desperately needs. While there may be some calls to scrap certain components of the ordinance, it's important to recognize that all members of our community are entitled to housing. Housing discrimination is horrible for our community, and we cannot allow it to continue. Amendments such as the one allowing landlords to screen out potential tenants based on crimes they haven't even been convicted of yet are flat out wrong. To deny someone housing for that reason is messed up.

The ordinance before you is an opportunity to push back against and end some forms of discrimination in our city. It is important to take a stand and support it without watering it down.

I urge you to pass the SAFE Housing Ordinance without weakening it.

Thank you for your time and service to our city.

Best,

Sami Banat

--

Sami Banat

Chairman, Minnesota High School Democrats

Councilman Thao,

I'm writing to ask you to please oppose the following amendments to the S.A.F.E. Housing ordinance at the Wednesday council meeting:

- Delayed and staggered implementation
- Exemptions for federally subsidized units, incl. Section 8 vouchers

Please use your position to ensure that all subsidized units are protected by the ordinance.

Thank you,

**Lexie Neeley**

she/her/hers



Dear Council Member Mr. Dai Thao

My name is Joseph Rittmann and I live at 599 Laurel Ave, Apt 4, St Paul, MN 55102

I am writing to ask you to support the proposed tenant protections ordinance for St Paul in full and to not support any amendments that weaken the strength of the ordinance to protect renters.

As St Paul seeks to increase density by increasing rental options, it is vital that renters know that the City offers them minimum protections that are equal to, or greater than, the protections offered in St Paul's neighboring city Minneapolis. Without these protections, renters will naturally select rentals that are safer for them anywhere apart from St Paul.

Thank you for your diligent care for renters in St Paul. As a member of ISAIAH, I am pleased that your concern for your constituency and the well being of St Paul extends to renters who make up the largest part of residents of the City.

Sincerely

Joseph Rittmann  
599 Laurel Ave, Apt 4, St Paul, MN 55102

Councilman Tolbert,

Please support the passing of Ordinance 20-14. I was able to attend robust conversations that Mac-Grove Community Council hosted with the city rep answering questions. There seems to be a need for some clarity of intent in some places. If the Just Cause is tried and true with mobile home parks, then it should move over. In general there was concern over high-risk tenants not being able to pay a larger deposit. However, who gets to pay that or who is asked to pay that is too subjective. It was passed by the Mac Grove Council to endorse. Pass this THEN wrap around and give potential high-risk tenants the tools to get the rental.

Best  
Cynthia Radtke  
1623 Stanford Ave, St Paul, MN 55105

Dear Council Member Thao:

I am writing to oppose a city ordinance that makes landlords bear the cost of irresponsible tenants.

If the City Council wants to protect anyone, including criminals, squatters, liars, and other unsavory tenants, then provide the cost of rental that tenants fail to pay their landlords. No one will pay if they believe they cannot be evicted.

I note there are just cause terms for the landlord to terminate tenancy, but they are too vague and incomplete. In section 193.05(a)(1) and (2). It would appear that a tenant can continue to pay as late as he/she wants and escape a termination. Clause 2 would only address yearly leases. The allowance of 5 late payments in 12 months is far too generous. That clause should also address 6-month or shorter leases.

This proposal needs some work and is not ready to be voted on.

Patricia Callaghan  
528 Ashland Avenue Apt 6  
St. Paul MN 55102

Dear Council Member Noeker,

My name is Stephanie Stoessel and I'm a homeowner. I am a resident of Ward 2 and Chair of ISALAH St. Paul/East Metro. I strongly support the proposed tenant protections ordinance for St. Paul in full and ask that you please support the just cause notice and not vote for any amendments that would weaken the strength of the ordinance. Let's actually do right by tenants and ensure that we have a stronger ordinance than Minneapolis. I want all Saint Paul renters to be fully treated with dignity. We can be a leader in housing justice - that's what our fellow Saint Paulites deserve! Thank you for your support.

Stephanie Stoessel  
100 Yacht Club Rd B2

Council Members,

I write to you again this morning about the Tenant Protections Ordinance. This morning I read Ally Henny say: "We are in a time of racial reckoning." That we are. This includes still being in a pandemic that also, like everything else, disproportionately affects people of color. If there ever was a time to be bold and take action to rectify discrimination in the many forms it takes in our society, it is NOW. St. Paul is a majority renter city. The majority of renters in our city pay more for housing than they can afford. You know all this.

So imagine reading in the daily newspaper that all of the white City Council members want to water down elements of these renter protections in some way. Who are you valuing most here with arguing about whether three or five units are "affordable"? Wanting to delay the effective date, allowing for individual exemptions, providing exceptions for rehabilitation when property owners should be expected to adequately maintain their properties in the first place, exemptions for subsidized units,

allowing active or pending charges in screening criteria... all these things don't value the people of color who rent in this city the most. Who matters here? Who benefits?

Somewhere over the past three weeks, I read that the fastest shortcut to equity is to believe black and brown people. (I regret I can't remember the source to give due credit.) Are you believing the black and brown residents of this city who rent right now when they say these issues are problems? Why not, even now, even after everything this year?

I'm writing to you as a renter, yes - as a higher income white renter. Believe the black and brown people who pay more than they can afford to rent their homes in this city in a housing shortage in a pandemic in a white supremacist society. If there are indeed some unintended consequences that need to be addressed afterward, you can address those promptly as policy makers. But stop whittling away the protections so many need to ensure safe housing as renters.

Sincerely,  
Heidi Schallberg  
Highland  
Yes you can include this in the public record

"Power concedes nothing without demand. It never did and it never will." ~ Frederick Douglass

On Sun, May 17, 2020 at 10:05 PM Heidi Schallberg <[heidils@gmail.com](mailto:heidils@gmail.com)> wrote:

Council Members,

I'm writing to you as a renter in St. Paul asking you to support and vote for the Tenant Protections Ordinance as it is proposed without amendments that would weaken these protections. Renters are the majority of the population of the city, and more people of color are renters. At least half of the renters in our city are paying more for housing than they can afford in the middle of a housing crisis with an incredibly low 2% vacancy rate, one that especially impacts those who need affordable housing. The protections in this ordinance are even more critical in this COVID-19 pandemic.

The 90-day advance notice of sale provision is critical, especially in a tight housing market with insufficient affordable housing, for people to be able to find adequate housing. A month is not enough. This will not adversely affect landlords as they can still sell their property. This is the one that would help me the most as a renter right now. We should also be working to develop policy to support renters' opportunity to purchase in the event of a building sale.

I am concerned that the proposed ordinance section on this advance notice provision specifies that the advance sale notice must have the required advisory language in English, Spanish, Somali, Karen, and Hmong. Considering that the Highland Park Public Library has storytime in Amharic, and the Saint Paul Public Library has published commissioned books in Amharic and Omoro due to need, other languages should be included in this requirement, with the addition of Amharic and Omoro at a minimum. Otherwise these residents would be further disenfranchised and more vulnerable. I'd also like to see more responsibility put on owners to proactively provide these notices in these languages where they know they are more common instead of putting the responsibility on the renter to request it, as the ordinance is currently drafted. There's no stated required response time for the owner to provide a written translation, which could eat up a significant part of the required notice period. Residents who need the notice in other languages than English deserve the same amount of protection period.

The other protections in the ordinance are also critical for many. The just cause notice protects renters, and landlords still have the ability to take action with renters who aren't meeting the requirements in their leases. The limits on security deposits are important for residents with lower incomes; coming up with the deposit can be a tremendous barrier for many. Many states limit security deposits to one month's rent. That's still a significant amount of money for many to front. Screening reforms are important to help address structural inequities in our society that have created disparate incarceration and discrimination, and a lot of criminal offenses have no significant effect on being able to pay rent or meet lease requirements. Renters should have easy access to information about their rights, resources, and responsibilities. (The city should also work on a database that enables it to mail directly to multifamily unit addresses, not just property owners, in cases such as notices of public hearings etc. By not having this ability, the city doesn't recognize and can't directly communicate with over half the city's residents.)

Work has been done for years with the city and community partners to bring us to this proposed ordinance. It's not the only work that needs to be done to support renters, but it's an important start. Now is the critical time we need your leadership and action to support the majority of the residents in the city. The protections in this ordinance draw from best practices that have been shown to work in other cities. We need them in St. Paul, and we need them now. Please vote yes on Ordinance 20-14.

Sincerely,  
Heidi Schallberg, An apartment in Highland 55116

Dear Council Member Tolbert,

My name is Jennifer Wine, and I'm a renter and constituent of your Ward. I strongly support the proposed tenant protections ordinance for St. Paul, and ask that you please vote YES on the ordinance.

Now more than ever, our city needs comprehensive tenant protections to address rising displacement, help keep people in their homes and eliminate discrimination. Without this ordinance, tenants could also be more vulnerable than ever in the wake of a pandemic and economic damage wrought by COVID-19. We already had a housing crisis before COVID-19 started; we need these protections to ensure future stability and safety for all in our community:

Tenant screening criteria and a limit on security deposits will help ensure nobody is screened or shut out of a place to live they could otherwise afford

Just cause notice will standardize landlord best practices to ensure a legally defined and acceptable just cause is the reason for terminating a tenancy, curbing arbitrary and informal evictions and helping people stay in their homes

Advance notice of sale will slow down the rapid loss of NOAH in our communities that is fueling displacement and give preservation and affordable buyers more time to bring forth deals that could help tenants stay housed and improve our city

Tenant rights and responsibilities information will dramatically improve landlord-tenant relationships and help make sure every renter in our city knows what their rights and resources are

As you know, this ordinance was developed over a process that spanned years of administrations, the current Council, engagement sessions in every city ward, and ongoing discussions with over 50 community organizations, with every stakeholder and perspective included.

Our housing crisis can't wait. The time to pass tenant protections is now.

Thank you for your support,

Jennifer Wine

Hello,

**Please oppose delayed and staggered implementation and exemptions for federally subsidized units, like Section 8 vouchers.**

It is in the interest of all St. Paulites to not delay implementation by an entire year. Why punish renters who live in smaller buildings by withholding protections from them? There are huge racial equity implications to this amendment. Our most racially and socioeconomically diverse neighborhoods are also home to many single-family rentals and buildings with fewer units. This amendment seeks to target units, but its actual impact is on people, specifically renter households of color and low-wealth renters.

COVID is hurting peoples' rental histories and credit scores, which are the exact same measures that are used to screen tenants. Take rental history – many renters are behind on rent due to lost wages. When the eviction moratorium lifts, they will get evicted for non-payment of rent. Recent evictions significantly decrease the chance of accessing housing.

Another amendment City Council has proposed is exempting housing units that are owned, operated, or subsidized by federal government programs. Exempting housing units that are owned and operated by federal government programs makes sense, because that means exempting public housing units which already have strong tenant protections and screening guidelines.

However, exempting units that are just subsidized by government programs doesn't achieve the same goals. We know from renter stories that federal subsidy does not mean increased protections. Many renters who use Section 8 vouchers and live in federally subsidized buildings face housing discrimination and unfair treatment

Best,

Rachel Lindholm

2084 Bayard Ave.

Dear Councilmembers,

Please remove the following amendments from the tenant protection ordinance:

- **Changing the definition of affordable housing from three units to five:** All affordable units should be included in the definition of affordable housing, no exemptions.
- **Allowing consideration of a tenant's active or pending charges as screening criteria:** Considering our country's disgraceful record of disproportionately arresting and charging BIPOC people, this amendment is racially inequitable. It additionally completely ignores citizen rights to due process of law.

- **Allowing for individual assessment:** Having exemptions or loopholes from the uniform criteria created by the City just breeds confusion for landlords, drains staff capacity, and opens up potential for fair housing violations.
- **Rehabilitation exemption:** Keeping a building up to code should be an expectation of landlords and if the landlord fails to maintain their property to the degree that a tenant must vacate, the tenant should absolutely have the right to relocation assistance. It is not the tenant's fault if a landlord does not maintain the property they own to code standards. The potential for paying relocation benefits is an incentive to landlords to keep their units in better repair and should remain.
- **Delaying the effective date:** The tenant protections included in this ordinance are long overdue and will not go into effect until January 1, 2021 as originally proposed.
- **Exemptions for subsidized units:** Tenants in Low Income Housing Tax Credit and Section 8 subsidized units should absolutely have the same protections as units that don't receive a government subsidy. Just because a subsidy is invested doesn't mean there is sufficient oversight to protect the tenant - if anything the City will be better protecting the investment of government resources by extending protections to these units as well.

No delays and no exemptions. Let's protect the tenants of Saint Paul.

Sincerely,

Quinn Doheny

CM Yang,

It is crucial that you fight to prevent the SAFE Housing Tenant Protection Ordinance from being diluted by amendments. Our renters on the East Side, and in St. Paul as a whole, need robust protections to guard and grow their wealth, not pass it over to landlords.

Tenants are counting on you!

Mike Allen  
Payne-Phalen

Greetings Rebecca,

As a homeowner, landlord, and member of ISAI AH. I strongly support the proposed tenant protections ordinance for St. Paul in full and ask that you please support the just cause notice and not vote for any amendments that would weaken the strength of the ordinance. Let's actually do right by tenants and ensure that we have a stronger ordinance than Minneapolis so Saint Paul renters can be fully treated with dignity. We can be a leader in housing justice - that's what our fellow Saint Paulites deserve! Thank you for your support.

Joe landsberger /////////////// educationally inclined \\\\\\\\\\\\\\\\\\\\\\\

Wisdom to discern the right path

Courage to take it

Discipline of joy to encounter it

Greetings CM Noecker - As you know, I strongly support the proposed tenant protections ordinance for St. Paul in full and ask that you please **support the just cause notice and not vote for any amendments that would weaken** the strength of the ordinance.

You asked us when we talked the other day about the idea of exempting public housing and Section 8. At the time, I didn't have a good response about Section 8, because I do know that getting landlords to accept tenants with Section 8 vouchers can be difficult.

But later that same day I learned that Minneapolis has the simpler solution to that - **ban discrimination against voucher holders. Keep the tenant protections.**

Let's actually do right by tenants and ensure that we have a stronger ordinance than Minneapolis so Saint Paul renters can be fully treated with dignity. We can be a leader in housing justice - that's what our fellow Saint Paulites deserve! Thank you for your support.

Sarah Gleason

Good evening Council Members,

I am extremely opposed to a series of the amendments that are being proposed to the tenant protection ordinance and urge you to withdraw the recommendation for the amendments. Each of the following center the rights of landlords as more important than the rights of tenants, which I am fundamentally opposed to. The renters in Saint Paul deserve better protection from government. As a housing professional that has worked both in Minneapolis and Saint Paul and lived in Ward 2 for over fifteen years, I have directly heard the testimony from renters who are living in substandard housing units, experience intimidation and abuse from landlords, and who are forced into housing instability through evictions and screening standards that disproportionately screen out Black, Indigenous, and People of Color (BIPOC) renters due to the dual inequities of our economic and criminal justice system. I believe strongly that the renters of our City, and particularly the renters who are most marginalized and disenfranchised, deserve a champion for their rights.

The amendments that I request striking are:

- **Changing the definition of affordable housing from three units to five:** If anything, I think the amendment should be applying to all affordable rental units. Through my work in Minneapolis, we recently conducted a study looking at work needed to stabilize tenants in 1-4 unit rental housing - unequivocally we heard from community members that 1-4 unit rental is both the largest number of rental licenses in the City and the type of rental housing where

tenants receive the most abuse, due to inexperienced, underinformed, or predatory landlords.

- **Allowing consideration of a tenant's active or pending charges as screening criteria:** Considering our country's disgraceful record of disproportionately arresting and charging BIPOC people, this amendment is racially inequitable. It additionally completely ignores citizen rights to due process of law.
- **Allowing for individual assessment:** the fact that Minneapolis included this in their ordinance doesn't mean it's a good idea. Having exemptions or loopholes from the uniform criteria created by the City just breeds confusion for landlords, drains staff capacity, and opens up potential for fair housing violations.
- **Rehabilitation exemption:** keeping a building up to code should be an expectation of landlords and if the landlord fails to maintain their property to the degree that a tenant must vacate, the tenant should absolutely have the right to relocation assistance. It is not the tenant's fault if a landlord does not maintain the property they own to code standards. The potential for paying relocation benefits is an incentive to landlords to keep their units in better repair and should remain.
- **Delaying the effective date:** The tenant protections included in this ordinance are long overdue and will not go into effect until January 1, 2021 as originally proposed.
- **Exemptions for subsidized units:** tenants in Low Income Housing Tax Credit and Section 8 subsidized units should absolutely have the same protections as units that don't receive a government subsidy. Just because a subsidy is invested doesn't mean there is sufficient oversight to protect the tenant - if anything the City will be better protecting the investment of government resources by extending protections to these units as well.

I urge you to remove these amendments in the final version of the tenant protection ordinance and be the champions I know you can be. I would love to discuss further, feel free to reach out if it would be helpful to you.

Roxanne Young Kimball

402 Belvidere St E, Saint Paul, Ward 2

Dear Council Member Noecker,

I am Myrna Nelson and as you are aware, I'm a resident of Saint Paul. I am also a constituent of your Ward and a leader in ISIAAH. I strongly support the proposed tenant protections ordinance for Saint Paul in full and ask that you please support the just cause notice and not vote for any amendments that would weaken the strength of the ordinance. Let's actually do right by tenants and ensure that we have a stronger ordinance than Minneapolis so Saint Paul renters can be fully treated with dignity. We can be a leader in housing justice - that's what our fellow Saint Paulites deserve! Thank you for your support



Myrna Nelson #412  
334 Cherokee Avenue  
St. Paul, MN 55107

Hello Rebecca,

ISAIAH has contacted me about the Renter's Protection Ordinance, coming up for discussion at tomorrow's (Wednesday) city council meeting, and your role in advancing some amendments which, in their view, would adversely affect the protections offered in the ordinance. They mention "removing just cause," exempt section 8 housing, and "stagger implementation dates based on size of property."

I've also read the article in the minnesotareformer dot com which lists the items in the proposed ordinance this way: "the security deposit limit, tenant screening guidelines, just cause notice, advance notice of sale, and requiring landlords to distribute a packet outlining tenants' rights and responsibility" which all sound very reasonable to me.

ISAIAH also claims St. Paul population now is 51% renters—and I'm guessing that's true on the West Side as well.

Please do not vote for any amendments that would weaken the proposed ordinance. I would come to the council meeting tomorrow except Joanne has an eye appointment for which I need to help drive her home. But I will look for the meeting minutes and follow up on the proposal as it progresses.

Thanks for "listening."

Best regards,  
Stefan

Sylvander  
651 Humboldt Ave., #1  
St. Paul, MN 55107

Dear Councilmember Noecker,

My name is David Bean and I am a constituent /homeowner in your ward. I strongly support the tenants protection ordinance for St. Paul in full(including the just cause notice provision) , and I am writing to ask you not to vote for any amendments that would weaken any of the renter protections.

As a former renter myself who unfortunately had more than one unscrupulous landlord, I have a personal knowledge as to how important this proposed ordinance is to renters in St. Paul.

Thanks.

David A. Bean

Dear Councilmember Jalali -

Thank you for your vocal opposition to the S.A.F.E. housing amendments that will be voted on later today. I would send you the same letter that I sent to your fellow councilmembers, but I am confident that you will vote to support your fellow renters rights. Thank you for your continued advocacy for the silenced majority of our city.

In your continued fight for the protection of renter's rights, please don't forget that renters face an additional layer of over-policing, and that predatory landlords are not the only city-affirmed group that undermines the safety of precariously positioned renters. Ensuring renter's protections and rights is only one part of the fight - defunding the SPPD and transferring that budget to community-based safety options that INCLUDE AND AMPLIFY renters is critical to our ability to participate in a truly equitable city.

Thank you for your constant support and advocacy -  
Ben Tuthill

Dear Ms. Noecker,

I decided to read the proposed Ordinance rather than just read about it. What a novel idea. We live on the West Side. We also own rental property on the West Side.

I think the limitations on security deposits and pre-paid rent are reasonable restrictions on a landlord's prerogatives.

Regarding screening guidelines, I agree with the proposed limitations on the use of criminal history and credit history.

Regarding just cause, I think one of the unintended consequences of this provision will be that landlords will be less willing to take a chance on a less than "perfect" (whatever that means) prospective tenant. They may decide to establish the standards for their uniform screening criteria as high as possible in order to lower the risk of being stuck with a "bad" (whatever that means) tenant. In the long run, this provision may make St. Paul less accessible to the very residents this Ordinance is trying to help.

Regarding "Non-payment of rent" as just cause, as I read this language, the tenant must fail to cure after receiving a non-payment notice. Sec. 193.01 (5) defines "Cure the Deficiency," but does not specify a time limit. Does that mean the landlord determines the time period for the tenant to cure, or that the tenant can cure at any time? If there is no time limit on the tenant's ability to Cure a non-payment, could the tenant cure after receiving the landlord's just cause notice? The lack of a time limit may force landlords to bring eviction actions for non-payment more often than they do now. There has to be some reasonably short time limit on the ability to Cure the Deficiency. Five days?

With regards,

Chuck Shreffler

446 Bidwell St  
Saint Paul, MN 55107

Good afternoon,

My husband and I own a 2-unit building in St.Paul and both of our tenants use section 8 housing vouchers. We are in strong opposition to the amendments being proposed to the S.A.F.E. Housing ordinance today.

We believe that our renters and every single renter in St.Paul deserve equal protections and tenants' rights. There should be no delay or exclusion in who has to comply with or receive these rights.

We were actually very disappointed to learn how few tenant's rights exist in St.Paul when we became landlords. Our lease agreements already contain many of these proposed tenants' rights and we would be more than happy to add any more as organizers see as necessary to protect the large renter population in St.Paul.

Thank you,

Madeline

Property owner, 1234 Rice St.

Madeline Brozen

Dear Council members,

I am a resident of Ward 1, Representative Thao's area.

As a landlord of a 4 plex (where my disabled family members and some associates reside) and a duplex (where I reside), I am providing the following feedback on Ord 20-14.

I do hope more legalistic people than me are looking at Ord 20-14 and representing the landlords. Landlords need the City of St Paul to protect the landlord's ability to provide safe and affordable housing. This current proposal hampers the landlord's ability to manage their property. This puts tenants at risk and leaves the landlord little recourse except increasing rents. The rent amounts will need to cover the loss of good tenants because of problem tenants, late rents and uncovered rents and damages.

Ord 20-14 has multiple areas that remove controls that a landlord needs in order to effectively and efficiently manage rental property, including:

1. 193.06-193-08 Affordable Housing

According to the new rules, because I keep rents low and have low income tenants (and NO SUBSIDY because we can't get on the lists), I am subject to 193.06, 193.07, 193.08.

Was this section meant to cover only housing that is subsidized by government subsidies?

- If so, it needs to be more specific to avoid confusion.
- If not, the advance notification and relocation requirements are excessively burdensome for landlords like me. Instead of adding a helping hand to landlord-subsidized-low-income-housing, this legislation adds burden to that landlord and to anyone interested in the property. The regulations dissuades me from keeping the rents in the affordable range.

## 2. 193.03 Security Deposits.

This appears to restrict deposits for last month's rent. It also restricts the damage deposit amount. A landlord needs the following: 1) Security deposits 2) Last month's rent 3) First month's rent to be paid on the first of the month that the person moves in.

Reason: Security deposit and last month rent is necessary because tenants often want to use their security deposit as the their last month's rent. They don't pay the last month and then if there is damage, the landlord must bill them and/or go to court. This is time consuming and costly for the landlords as the person didn't have extra money when they tried to negotiate the security deposit as the last month's rent, and they don't have the money for the repairs. Landlords like me try to work things out with tenants by waving deposits or allowing payments for them, but this law appears to add restrictions that are not-negotiable.

The restriction on the security deposit Damage of one month rent is too restrictive. I charge low rent, one month rent will not cover the damage on particularly problematic tenants. This clause needs to be more flexible.

If the legislation is implemented in current form, landlords will need to increase rents in order to ensure the overall cashflow on the building covers damages and last month rent.

## 3. 1943.04 Application Screening (3) Rental history.

Is this saying a landlord cannot deny an application to someone who has no rental history? If so, this needs to be removed.

For those without rental history, I sometimes use co-signers. On occasion I have made exceptions. Unless the tenant had co-signers, most without rental history have been difficult and costly: not moving utilities to their name, moving out without notice, leaving excessive damage, and not taking everything when they move.

## 4. 193.05 Reasons for eviction

(2) Repeated late payment: requirement of 5 late payment in one year before landlord can take action.

This needs to be removed. Or reduced to something that protects the landlord as well. Maybe 3 late payments, or a combination of 2 or more late payments with other rental agreements violations.

The landlord needs to be able to evict based on late payments according to what that landlord has determined they can tolerate and afford. Otherwise the landlord has no choice but to raise rents enough to cover periods of non-payment.

Renters already use late payments and current court processes in a way that is detrimental to the landlord. They pay just before the eviction court date, thus 'curing the deficiency'. Then the landlord is stuck with the court costs and a person who is still unreliable or in other ways is problematic. It is often the case that a person who has a pattern of late payments also has a pattern of other issues.

#### (## Add 11) Application screening: reasons for denial of application

The reasons for eviction needs to include the same reasons that an application can be denied.

- Example: Criminal activity: landlords need leverage to remove tenants who are a disturbance to the neighborhood: eg; drug dealers (Note: this is a problem beyond just criminal activity, landlords are unable to respond to neighbor complaints when a problematic and nuisance tenant is disturbing the neighborhood. Could that be addressed somehow, too?)
- Example: If the caretaker gets convicted of certain major crimes, that person cannot have the apartment keys. The landlord needs the caretaker apartment back in order to rent to another caretaker.

#### (## Add 12) Lease or Rental Agreement violations and/or Application Misrepresentation

False information on the rental application, and/or violation of the lease or rental agreement, needs to be added as reasons for eviction. Else landlords will incur losses and court costs – and the court proceedings may be groundless.

- Examples: person moves in with unapproved animals, person moves in with undisclosed roommates or adds people, person is smoking, person has an undisclosed major criminal background or lets someone live with them who has a major criminal background.
- A correction of the violated item is not necessarily going to fix the problem. When a person misrepresents themselves on the rental application or violates the rental agreement, the person is not credible and not trustworthy. The landlord needs the ability to be able to evict them. This is part of the responsibility a landlord has towards the other tenants and towards ensuring that the property can be maintained.

#### (## Add 13) Person not on the rental application or rental agreement:

The landlord needs to the ability to evict people in the apartment who were not part of the rental application or rental agreement.

There is a problem with squatters – people move in after someone moves out. The prior renter gives the keys to the person, and is then gone: ‘A friend staying a couple nights but will leave at end of month’, or ‘I was the roommate, wasn’t I on the lease?’ etc. The landlord needs the right to NOT rent to them, to be able to evict them. These people know the system, it appears they are establishing residency once they’ve stayed the night. (This makes little sense. The only answer I get from the city/county/state is that as a landlord, I can’t lock this person out and should consult an attorney.)

Kathy Hoglund  
903 Ashland Ave  
St Paul, Mn 55104

Hello Councilmember Jalali,

My name is Kelly Mitzel, and I’m writing to express my strong support for the S.A.F.E. Housing Tenant Protections ordinance currently before the city council. I realize there was just a meeting today about this act but I would still like to show my support.

I am a resident of Minneapolis but I am concerned for the welfare of renters in my neighboring city.

Renters make up 51% of Saint Paul residents, and they are disproportionately younger, lower-income, and people of color. Because of decades of disinvestment, racially discriminatory housing policy, and exclusionary practices, they are facing a housing crisis that demands comprehensive action. The time for tenant protections is now.

These tenant protections directly address the most common challenges renters are facing like discrimination during the screening process, informal evictions through non-renewal of leases, abrupt notice to vacate, and more. They combine existing best practices in the market with policies that have been shown to have an impact in other cities.

Tenant protections are aimed at giving more people access to the housing they need and preventing families from being displaced from the housing they already have. They are not meant to solve our housing crisis all on their own. They are part of a sweeping set of strategies including rent supplements, landlord incentives like 4d and the new risk mitigation fund, and production of affordable units that are meant to tackle our housing crisis.

I hope you will stand up for the renters in this city (over half the city) by voting for the S.A.F.E. Housing Tenant Protections ordinance as is without watering down the protections we are granting to renters.

Best,

Kelly Mitzel  
55416 Minneapolis, MN

Dear Councilmember Prince,

I am writing to express my support for the S.A.F.E Housing Ordinance. More than half of Saint Paul's inhabitants are tenants. Renters represent the heart of our community, the energy of the economy, and the creativity and passion that make our city a great place to live.

Although tenants deserve legal protections and justice under the law, certain current policies DO NOT guarantee the fundamental rights of dignity and legal protection for the increasing number of tenants we inhabit in the city.

In coordination, and following the initiative of other cities in the state and country, The S.A.F.E. Housing Ordinance is a first step towards protecting the fundamental rights of thousands of families and residents of St. Paul. So many of these residents are in our neighborhood on the East Side and I know you want to represent them to the best of your ability.

As you know, Eric is a landlord both in Ward 7 and Ward 6. He is adamantly in favor of this ordinance. Because he is already a decent and fair landlord, this ordinance will not change how he does business. But we want those landlords who are not decent, who are unfair, who are slumlords, to be accountable, to respect their tenants and operate with more justice. This is a step in that direction.

Thus, I strongly urge you listen to and honor your less privileged constituents, and pass the S.A.F.E. Housing Ordinance as written.

Sincerely,  
Daniela Bell

Council Member Prince,

Good afternoon. Hope you're doing alright, during this time of a pandemic and uprising of righteous anger over years of systemic violence and oppression of Black and Indigenous communities and people of color.

I'm writing in regard to the Tenant Protections ordinance 20-14. I understand today is the hearing for the ordinance, and given the potential for amendments, I urge you to support the ordinance as proposed.

Now more than ever is the time to take action to defend and support people of color in Saint Paul. I won't even say bold action, because this ordinance is not

exactly bold- it is necessary and grounded in years of community organizing for housing justice and stability.

We need to change all systems that are rooted in oppression and exploitation, and we cannot make necessary changes for the greater good without some discomfort and adjustments. We have to prioritize structural change because it's the only way we can begin to shift the balance of power in favor of the people who are consistently marginalized, disenfranchised, left out and left behind.

This ordinance is years in the making. It is time to trust community that this step is what is needed, even if you can't quite see that or fully understand at this time. You represent and are accountable to the community to make complicated decisions that are in the best interest of the city. If you truly support racial equity, now is the moment to act.

More than half of Saint Paul residents are renters! And for Black and communities of color that percentage is even higher. Over the last six years as an economic justice organizer in Saint Paul, I have known way too many people experiencing homelessness and housing instability to not opine on this issue. We must all do what we can to support equitable structural changes. This ordinance is one step closer to get us there. Please be on the right side of history and support the tenant protections ordinance as it has been proposed.

Best,  
Taylor

Taylor Shevey  
Lead Organizer  
CTUL (Centro de Trabajadores Unidos en Lucha)

Hello CM Jane,

I'm emailing to express that TakeAction is in support of the SAFE Housing Ordinances as is, and does not support the amendments to the ordinances. Particularly the amendments around delayed implementation, exemptions for federally subsidized units, like Section 8 vouchers, and allowing landlords to consider active or pending arrests or charges. These amendments move us from an ordinance that serves and supports tenants, to an ordinance that upholds the power imbalance between landlords and tenants.

As a TakeAction MN endorsed candidate we are asking that you take the bold and courageous stance to stand with St. Paul tenants. We know that we live in a system that benefits landlords and not renters, particularly BIPOC tenants, immigrant tenants, and poor and working class tenants. At TakeAction we believe that all Minnesotans, particularly Minnesotans who have been and continue to be systematically marginalized, deserve to live dignified and joyful lives. We continue to demand a government and economy that works for all of us, and centers the experiences and voices of those most impacted.



Thank you,

Bahieh

**Bahieh Hartshorn**

[She/Her/Hers](#)

**Movement Politics Manager**

**TakeAction Minnesota**

We sold our St Paul rentals and live in Falcon Heights, but have learned a bit about affordable housing since 1993, so thought it might be worthwhile for you to read this before you decide to move forward.

Thanks,

Michael Tracy, MA

Realtor/Property Manager

NATIONAL REALTY GUILD

Home office: 2063 Fry Street, Roseville, MN, 55113

What is the real reason for the lack of affordable housing in the Twin Cities? As Ronald Reagan told us in 1981, "Government is not the solution to our problems, government is the problem."

This quote is even more true today, especially when we examine the rental housing crisis, which continues to become worse, as the 5% income gains and 10% lower taxes for low income renters these past two years, have not kept pace with the 6% or more, yearly rental cost increases, that we have seen lately, especially in Democrat run St Paul and Minneapolis. We have again heard all of the usual, top-down, big government solutions from the politicians, who control most of the big cities in MN. Is it possible that these well-meaning interventions and attempts to control, what should be managed far better by our competitive, free market system, are once again making matters worse for our lower income families?

As Fair Housing property managers since 1993, we have some ideas which may help to create a better balance in the Twin Cities rental market, which has suddenly grown from about 30% of households in 2008 when Barack Obama was elected, to rates in some areas now exceeding 50%. Why have so many suddenly been unable or unwilling to become homeowners? Will this trend only become worse, so that the Twin Cities becomes more like NYC, which has close to 70% of all residents, now renting in a Democrat run city, where rents are 3X higher than here, even with big government rent control?

Let's start with the occupancy laws, which are not for homeowners, but only for rental homes. One of my classmates at Cretin HS lived in a small home in Como Park with his mom, dad, and four brothers. All five boys shared one attic bedroom, and they all somehow survived. The idea that the government is better at deciding if more than two can share a bedroom, makes no sense to me, and might be just another example of a NIMBY attempt to keep our new, larger, immigrant families out of the more expensive neighborhoods, where most of the larger homes are located.

That is what bunk beds are for. If you have ever visited a WW2 battleship, you will see how more than 3,000 sailors lived in tiny spaces, and still got along fine while winning the wars against Japan and the National Socialists in Germany.

The other rule, prohibiting no more than four unrelated people to live in a rental home, also increases our housing crisis. What about five and six bedroom homes? Back before and during the FDR Depression from 1933 to 1945, many large homes on Summit Ave were converted into duplexes, triplexes, and even rooming houses, so that more people without much income, would still have a safe place to live. We Americans do not know how good we have it here, and in the rest of the world, homes and apartments are much smaller, and have far more occupants per square foot than here in the TC area. When I lived in East Germany in 1971, my bedroom was less than 50 sq ft and that was just fine, but it would not qualify under HUD or Section 8 rules as a bedroom, because it was less than 72 sq ft. My family of six children lived in a small 3 BR home. Smaller homes usually result in closer families, especially if the grandparents move in, which is now not allowed because of the arbitrary rules which make no sense. Remember this is only for rental properties, and homeowners may do what makes sense, with less big government interference.

50 years ago, my wife's family of four lived in a tiny 1 BR apartment in South Mpls, with the shared bathroom around the corner and down the hall. That frugal living space would be almost unheard of today.

In other words, if a family of seven or eight wants to live in a small three bedroom home or apartment, why should the big city politicians tell them they cannot? If we will also begin to build smaller apartments, and allow homeowners the option to have more basement apartments and ADUs above garages, we will then be

able to provide more safe and affordable housing. Last time I checked, an airplane bathroom was about 12 square feet. Ever been on a cruise ship? Most of the new apartments being built now are quite large and very expensive, with huge walk-in closets and rooms with enough space for two families.

Allowing more than two per bedroom, especially makes sense for low income section 8 renters, as many of our immigrant families have more children, than most native born MN families. We have rented to three families with six or more children, and for them to find an affordable four or five bedroom home was a long, hard search. One family had been homeless and living in hotels for weeks at a time. Now how expensive was that for the taxpayers?

We have often seen section 8 families, who have been forced to move when another baby arrives, even when they are happy and doing well in a smaller home. Then when they try to find a four or five bedroom house, they again become homeless. Remember our Declaration of Independence granted all Americans the Right to Life, Liberty, and the Pursuit of Happiness. If a larger family is doing well and is happy in a smaller home, we should leave them alone, and not make matters worse.

The big city politicians who run most of our larger cities say they are all for reducing global warming, yet they demand that apartment landlords keep the winter heat at 68 degrees or warmer. We often see apartment buildings with the windows wide open in January. The savings to change that to 60 degrees would be significant, and make for healthier occupants. That is what warm winter clothes are for. Again, why not let the free market and individual renters and Landlords decide, as to what temperature is best? We have gotten along fine for the past 45 years with inside winter temps at 60 or less, and the Xcel Energy savings have been significant, which means we have been both green and frugal, long before the Green New Deal. Our Xcel average for gas and electricity is \$114/month.

Another problem is that big city politicians believe that most Landlords must all be rich, greedy, slumlords, trying to make a huge profit, by forcing renters to pay high rents to live in squalor. There is a small minority of bad Landlords, and it seems that they often get away with years of bad management practices. This same thing has just happened in Roseville. Then when the city finally clamps

down, and ends up condemning the property, evicting even more low income renters, who then also become homeless. One reason more do not become Landlords and investors, are the crazy MN and big city laws, which punish the responsible Landlords, and reward the deadbeat tenants, who do not pay the rent or utilities, wreck the home, and then leave three dumpsters full of trash, that the Landlord must by MN law, then pay to store off site for 60 days, or leave their property vacant. Minnesota has some of the most tenant friendly laws in the USA, and this discourages more responsible people from becoming investors, or good Landlords from owning and renting more homes. Incentives and laws do matter, and can make it better or worse for the rental market. Minneapolis now is even proposing that Landlords must rent to criminals and to those with low credit scores, and wants to limit the security deposits and rental increases. Currently only 12 other states cap the deposit at one month, and many more have no limit. Keep that up, and many more Landlords will just sell their rentals, which will then only make things worse for the low income renters.

This is what happened in Seattle, and we all know the homeless problems we see there, as well as in CA, LA county, with now more than 60,000 homeless, and San Francisco, where human waste, needles, and rats on the sidewalk are seen everyday. Even people with good jobs now are forced to live in cars or vans in Democrat Nancy Pelosi's San Fran, because the average rents there now, like NY and LA, exceed \$3,000/month for a one bedroom apartment.

Even now when rents are higher and the financial qualifications of more people renting are better, the MN and new, big city, Anti-Landlords laws and rules, are a big disincentive to more free market rental property investing. The profit margins are already thin, and now will shrink even more. MN law demands a short 21 days to return the security deposit, which means the unpaid water bills, the costs to store the trash for 60 days, and to repair things damaged by irresponsible renters, often cannot be done in 3 weeks. That refund return should equal the 60 day storage rules, or better yet when there is a legal eviction, allow Landlords to put the trash and stuff left by the deadbeat tenants out on the curb, like they allow in many other states.

Another reason we have seen higher than normal increases in the cost of rental homes and apartments in the TC, has been the never ending 10% or more yearly

increases in property taxes. If your St Paul rental home has an increase in taxes of \$600/year, that means a \$50/month rent increase will just break even. Add that to the 5% to 10% yearly increases in insurance costs, often due to more 911 calls and crime in some zip codes, and we see why rent control never works well in places like NYC and San Francisco, which now have rents more than three times higher than what we have here.

As usual it is Basic Economics, and the simple law of supply and demand. When we last offered a nice 4 bedroom home for rent in the Roseville school district, we averaged more than 10 people every week who were interested. That means there are way too many families seeking rental homes, and far too few safe, affordable homes now available for rent. The low income renters are not going away, so we need to either change the rental laws to allow more freedom and innovation, or we will again increase taxes even more, to subsidize the building of still more low income rental units, that we may not need, if our tenant and occupancy laws were more fair and reasonable.

If we keep on doing what we have been doing, we will keep on getting what we have been getting.

To summarize, if you want to create more affordable housing options for lower income people, we may want to convince our politicians to stop increasing property taxes far above the rate of inflation, relax the occupancy rules, stop rewarding deadbeat renters, stop punishing responsible landlords, build smaller apartments, allow homeowners the option to create mother-in-law apartments in their basements and garages, and start treating the free market and responsible developers and Landlords, as the best solution to the government created, affordable housing crisis.

Dear Ms. Noecker

I am a resident and landlord in Ward 2. I have some very serious concerns about this proposed statute as it relates to my ability to protect my tenants from bad neighbors.

If a tenant is paying their rent, maintaining their unit and not being disruptive, there is no reason a landlord would not renew their lease. The only reason I refuse to renew a lease is if the tenant is disturbing their neighbors with noise, excessive traffic, or threatening interactions. It is difficult to go to

court on these matters as the affected tenants need to show up and testify against the person who lives next door with no guarantee that person will be removed. Most tenants won't do that(or are unable to get time off work).

I have tenants who have been renting from me for twenty years. They stay because I maintain a quiet, safe environment in my buildings. You are removing the two inexpensive options I have to keep my tenants safe, screening and refusal to renew. I am quite angry that you have a greater desire to provide housing to disruptive renters rather than give me the tools I need to protect my good tenants.

I hope you will consider changes to this statute that will allow me to protect my tenants.

Will Rolf  
476 Summit  
Saint Paul, MN. 55102

Dear Council Members, et al;

On June 16, 2020, I learned that the City is making an effort to protect those City residents who may need protection from various private landlords' actions.

As a St. Paul landlord with properties in Ward 5, I would like to submit the attached letter as a written public comment on the public hearings for Ordinance 20-14.

This is my first time writing to the City Council so please let me know if there is some procedure I need to follow to have my comments considered for this ordinance.

I appreciate the time and effort you dedicate to the City of St. Paul and also you taking the time to read through this letter.

Please let me know if you have any questions or concerns.

Cheers,

-Dale

Dale Lotts  
Box 189617439  
Sioux Falls, SD 57186

June 21, 2020

Dear Council President Brendmoen,

On June 16, 2020, I learned that the City is making an effort to protect those City residents who may need protection from various private landlords' actions.

I am a former resident of St. Paul and currently own two, single-family rentals in Ward 5. While I support the intent of the Tenant Protection Ordinance, I strongly oppose the solutions in some portions because the solutions shift the financial burden of government's historical discriminatory practices to the landlord.

Moreover, the largest landlord in St. Paul - the Public Housing Agency - indicated in their June 1 letter to the City Council that they are already subject to regulations covered by the City Council's proposal. Thus, the proposed ordinance changes will have no impact on a significant portion of affordable housing in the city of St. Paul. As a result, the proposed Tenant Protection Ordinance will have a disproportionate negative impact on small landlords operating in the city, such as myself.

I strongly agree that we need to eradicate discrimination in housing policies, practices and behavior, and I would like to share proposals to do so without punishing small landlords.

I have outlined my recommendations based on the S.A.F.E. housing tenant protections:

## **Advance Notice of Sale**

I support this portion of the ordinance as written. The sale of multifamily properties with 5 or more units has the potential to displace the greatest number of tenants. Giving tenants time to find a new home and relocation assistance in response to the sale will help the City meet its goal of maximizing stable, accessible, fair, and equitable housing.

## **Tenants Rights and Responsibilities**

I strongly support this portion of the ordinance as written. It is critical that tenants are aware of their rights and responsibilities. In fact, I already include a clause in my St. Paul property lease that

informs the tenants about where they can get complete information about their rights and responsibilities, but I refer them to the State of MN Attorney General's information since St. Paul doesn't have city specific information available. The following is the clause from my lease:

*Tenants' Rights: The Minnesota Attorney General's Office provides a publication called "Landlords and Tenants: Rights and Responsibilities". It is available at 1400 Bremer Tower, 445 Minnesota St., St. Paul MN 55101 (651-296-3533 or 800-657-3787) OR*

*[www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp](http://www.ag.state.mn.us/Consumer/Handbooks/LT/default.asp)*

I respectfully ask that the council consider modifying Sec. 193.02 to include a requirement that a similar clause be included in every rental lease (referring the tenant to St. Paul's new Tenant Rights and Responsibilities publications).

## **Security Deposit Limit**

From what I understand, the Council believes that removing large security deposit requirements will prevent landlords from using this technique to discriminate against some tenants, and the council also believes a large security deposit is a significant impediment for some renters to obtain

housing. I agree with the Council that large security deposits are a significant barrier and that removing this barrier is an important part of the mission to maximize stable, accessible, fair, and equitable housing in St.

Paul.

However, one month's security deposit may not come close to covering the costs of significant damage to the property, skipped rent, and unplanned vacancy to complete repairs. My hope is that the City Council will understand that, in *some* instances, it is reasonable to allow landlords to require more than one month's security deposit for a tenant who may not have good payment history, good rental history, has a criminal history, or who presents a greater risk to the landlord and property.



Also, I have read several on-line landlord forums that indicate when cities limit security deposit requirements, landlords raise rents, which of course exacerbates the affordable rental opportunities in the city.

Lastly, the proposed ordinance does not address one common situation where tenants need to provide two months' rent/security deposit: when they move. That is, the new landlord will require a one-month security deposit to move into the new rental while, at the same time, their current landlord is holding the tenant's current one-month security deposit for up to 21 days after they move out. This may prohibit a tenant from moving voluntarily, perhaps force the tenant to stay in substandard housing, stay in an abusive relationship, or stay in some other undesirable situation, simply because they cannot come up with a second security deposit.

To address the security deposit barrier, I suggest that the St. Paul City Council consider offering a "*Security Deposit Insurance*" program, similar to unemployment insurance, and exclude those properties that are participating in the program from the Security Deposit limitation. Landlords and properties that do not participate in the program would be subject to the ordinance's one-month security deposit limitation.

Here's how the Security Deposit Insurance Program could work: similar to commercially available Surety Bonds and Security Deposit Insurance, the landlord would request a specific amount of Security Deposit for a given tenant from the City. Once agreed upon, the tenant would pay small monthly

payments into the insurance program in return for the specified coverage provided by the City. This completely eliminates the need for the tenant to come up with large sums of up-front money to move into a new property. There are additional features and benefits to this program:

- City can advocate for tenants: claims for rent and damages will go through the program so the City will have the ability to disallow unreasonable charges that an individual tenant may not have the knowledge, time, or resources to dispute on their own;
- Portability: once the tenant has coverage, that coverage can follow them to any St. Paul property;
- Large pool of insureds: any property or tenant can participate. The more properties and renters that participate, the lower the risk to the overall pool;

- Landlords would be willing to rent to riskier tenants. If the landlord can get approval for two or three months' rent coverage, they will be more able and willing to accept tenants who may have a history of late payments or an eviction, than they would otherwise;
- Tenants can build credit and rental payment history so that Security Deposit Insurance payments can be significantly reduced over time. Security Deposit Insurance Program payments can be reported to the credit bureaus and improve a tenant's credit history.
- City can withhold or withdraw participation in the Security Deposit Insurance program for any given property where the property tax payments are not current, thus providing a significant incentive for landlords to make timely property tax payments.

If the City is not interested in running this program internally, they can contract out to any existing commercial security deposit insurance or surety bond program.

I respectfully ask that the Council consider adding the following, or something substantially similar, to Sec. 193.03:

*(e) Properties accepting surety bonds or security deposit insurance in lieu of a lump-sum security deposit are exempt from the limit of a single month's rent as a security deposit. Tenant Screening Guidelines*

I completely agree with Section 193.04 (a). Ideally, every applicant would fully understand the screening criteria and only apply for a unit when they are sure they meet the screening criteria and the application will be approved. Unfortunately that's often not the case. Sometimes the landlord is not clear about the criteria, the tenant does not understand the criteria, or any number of things happen that result in the application being denied. Now the renter must start all over again to find a rental and submit another application. The cost of applications can be significant, in addition to the wasted time and emotional stress.

The St. Paul City Council could address the application fee problems for its residents by offering a "Portable Rental Application" system, similar to that offered by Zillow, where a renter completes one application and then is able to submit that application to an unlimited number of properties within 30- days. Implementing a city-wide Portable Rental Application system would completely eliminate the problem of a renter having to pay multiple application fees during their search for a home.

Here's how the Portable Rental Application system could work: the renter would submit their personal information, household information, residential history, employment history, income information, and background information to the system, including any supporting documents like W2's, bank statements, pay stubs, etc. The system would then run their credit history (including their previous addresses and credit score - see below for why), and search the applicant's criminal history. Then, since all registered St. Paul rentals are in the system, the applicant can submit their application to any property in St. Paul.

Of course, the system must allow landlords to ask property-specific questions of the applicant, as long as they are legal, so landlords have the information they need to determine if the applicant is a good fit for the property, such as "Do you smoke? Do you have a waterbed? Do you have more than two (2) pets?"

There are additional features and benefits to this system:

- Tenants can apply to multiple properties simultaneously with no additional cost;
- Landlords can indicate when properties will be available for rent and this will give them another way to find qualified tenants;
- The system can identify and support renters who are attempting to find housing but are repeatedly having their application denied;
- The City gains:
  - visibility into the demographics of the city's renters;
  - detailed information about rental properties;
  - actual data about the affordability of existing rentals compared to the income of the renters looking for rentals;
  - real data that can be used to drive future public policy like home ownership programs and subsidies to build more affordable housing.
- The system eliminates the possibility of an unscrupulous landlord using application fees as an income source (for example, if they accept the fee, doing nothing, then reject the applicant based on some arbitrary reason).

If the City is not interested in running this program internally, they can contract out to any existing commercial rental application provider.

I completely support Section 193.04 (b)(1)(a-f) as written.

However, I strongly disagree with Sections 193.04 (b)(1)(g-j). I understand that people of color are disproportionately charged with misdemeanors and felonies, and perhaps the City Council is trying to address this inequity in our legal system through the ordinance. However, landlords should be able to choose whom they want to rent to, as long as the decisions are based on non-discriminatory reasons. For example, it should be legal for a property owner to choose not to rent their home to an individual convicted of drunk driving if the owner believes drunk driving demonstrates poor decisionmaking (for example, because drunk driving puts lives at risk when there are alternatives such as shared rides, walking, public transportation, etc.).

I also do not support the removal of Credit History [Section 193.04 (b) (2) and Rental History 193.04 (b) (3)]. During the 20 years that I have owned rental property, rental history and credit score have been the two strongest indicators of tenant performance. Three times, I have made an exception to my credit score or rental history screening criteria, and all three resulted in an eviction action for non-payment of rent and thousands of dollars in damage to the property. Obviously this small bit of data should not drive public policy, but I do hope it helps the City Council understand why I am so concerned about this ordinance requiring me to change my screening criteria. In my experience, ineffective screening costs me a lot of money.

While I understand the positive intent of Section 193.04, does the Council have any evidence that renters are helped by this part of the ordinance and that landlords are not harmed?. Has the Council considered that the City's limited resources may be better spent working directly with tenants to find affordable housing and also implementing the portable rental application system so the City can identify tenants most at risk and intervene earlier?

My recommendation is that the City address the root issue of our discriminatory legal system. For example, create a legal path for the misdemeanors, gross misdemeanors and felonies listed in 193.04 (b)(1)(g-j) to be more easily expunged from people's records, and/or addressing discrimination in

policing and legal sentencing practices, while continuing to allow landlords to screen for *relevant* criminal and credit issues.

## **Just Cause Notice**

I assume the intent of the ordinance is to prevent landlords from using non-renewal as a way to discriminate or retaliate against tenants, for reasons illegal or otherwise. I do not espouse discrimination or retaliation of any kind. In fact, I have been a victim of housing discrimination in my past, when my St. Paul landlord tried to evict me once he learned I was dating an African American woman.

I encourage the council members to read on-line landlord forums to understand the implications of just cause notice. Based on my review, a landlord's first response seems to be raising the rent to exit tenants for whom they do not want to renew a lease. This will eventually force the City to pass rent increase thresholds. Rent increase thresholds, in turn, cause landlords to exit and the overall housing availability decreases.

As with any legal contract, once a lease ends, either party should have the right to not renew. Tenants have legal recourse if their rights have been violated. This is no different from at-will employment law and other laws in the state. If the Council is concerned about housing stability, my recommendation is to treat standard, one-year leases differently from shorter term leases.

My suggestion is that the ordinance allow landlords to not renew standard, written one-year leases, continue to require notice of non-renewal in writing, and the notice must include the reasons for the contract termination and the facts in support of those reasons. I respectfully ask that the Council consider adding the following, or something substantially similar, to Sec.

193.05:

*(d) Properties where the landlord and tenant have entered into a written lease with a term of 12 months or longer that includes a "tenants rights" clause and requires the landlord to provide no less than 60 days' written notice of non-renewal are except from Sec. 193.05(a).*

*A corresponding change to 193.05 (b) will also be required.*

Informing the tenant of their rights, giving them the ability to secure a rental without having to come up with a large cash security deposit, and providing a minimum of 60 days' notice of non-renewal (which allows the tenant time to file a complaint or find new housing) form powerful deterrents against discriminatory and retaliatory non-renewal.

If the City Council is unwilling to exclude written leases of 12 months or more, I respectfully ask that the council consider revising Sec. 193.05 (a) to the following, or something substantially similar:

*(1) Non-payment of rent. The tenant fails to Cure the Deficiency after receiving a non-payment notice from the landlord **within 15 days**, and the landlord does not pursue a valid non-payment eviction action under Minn. Stat. § 504B.291, subd. 1(a), but decides to terminate tenancy at the end of the lease.*

*(2) Repeated late payment of rent. The tenant repeatedly makes late payments of rent, no fewer than **three** times in a 12-month period. The landlord must provide the tenant with notice following a late payment that a subsequent late payment may be grounds for termination of tenancy. If the tenant continues to make a late payment on no fewer than **three** occasions per year, the landlord must give the tenant notice to vacate at least equal to the notice period outlined in the original lease agreement terms.*

*(3) **Repeated** non-compliance. After receiving **two or more** written notices to cease from the landlord, the tenant continues, or fails to Cure the Deficiency, to a ~~material~~ breach of the lease. This subsection shall not diminish the rights of a landlord, if any, to terminate a lease for actions permitted under Minn. Stat. § 504B.2B1, et seq.*

## **Property Taxes and Affordable Housing**

Unrelated to the ordinance, property taxes are a contributing factor to the affordability of rent in St. Paul, and the Renter's Property Tax Refund program is an attempt to minimize the impact of property taxes by offering a refund depending on the tenant's income and rent paid. I encourage the Council to modify this program to better help tenants. Specifically, while an annual refund is certainly better

than no refund, an annual refund does little to help lower income tenants with their day-to-day expenses when they are paying more than 30% of their income in rent.

I urge the Council members to consider identifying those tenants who will qualify for a refund in their first month as a tenant at a property, and offer a monthly or quarterly refund of their portion of the property taxes paid by the landlord. More frequent refunds of the property taxes paid should have significant cash flow benefit for renters.

## **Summary**

- I support Sec. 193.02, Tenant rights information packets and tenant rights posters, as written.

- o I recommend adding tenant rights information to every lease
- I do not support Sec. 193.03, Security deposits, as written.
  - o I recommend excluding properties where surety bonds or security deposit insurance are accepted.
- I do not support Sec. 193.04, Applicant screening guidelines for prospective tenants, as written.
  - o I recommend applying credit score and rental history limitations to affordable housing only.
  - o I recommend addressing the criminal issues at the root cause, unjust policing and legal system.
- I do not support Sec. 193.05, Just cause notice for tenants, as written.
  - o I recommend excluding written leases that are 12 months or longer
- I support Sec. 193.06, Advance Notice of Sale, as written.

The St. Paul City Council has the chance to lead the nation with housing reform that has a significant and lasting impact on our residents. Let's avoid pitting renters against landlords. Instead let's set the standard for the great state of Minnesota by truly addressing St. Paul's legacy discrimination issues that have caused this housing crisis.

I want to thank everyone involved with Ordinance 20-14, it is clear to me that a significant amount of time and effort went into creating this ordinance.

I appreciate you taking the time to read through this letter and the changes I have proposed to Ordinance 20-14.

Sincerely,



CC:

Council member Dai Thao, Ward 1 Council  
member Rebecca Noecker, Ward 2 Council  
member Chris Tolbert, Ward 3 Council



member Mitra Jalali, Ward 4 Council member  
Nelsie Yang, Ward 6 Council member Jane L.  
Prince, Ward 7

Dear Council Member Tolbert,

I'm writing to express my support for the proposed tenant protections ordinance for St. Paul, and ask that you please vote yes on the ordinance. I am a homeowner and have lived in Ward 3 for over 7 years and have also been a renter in Saint Paul.

Housing is a human right. Where we live impacts our lives in many ways - our educational opportunities, our employment options, our access to health care, and so much more. Stable housing for all makes our community stronger. The provisions of the ordinance will help to do that while also expanding the housing options for renters.

In the past month, a spotlight has been focused on the issue of stark inequalities in the Twin Cities. What it's revealed is that this issue is multi-faceted. Education, the criminal justice system, employment, healthcare and housing are all aspects that demand a thorough review followed by bold action. The time to act is now. This ordinance will help make St. Paul a more equitable place for everyone.

Thank you for your time and consideration.

Corinne McHie

Saint Paul, 55116

Hi CM Tolbert,

I'm writing to express my strong support for the S.A.F.E. Housing Tenant Protections ordinance currently before the city council.

Renters make up 51% of Saint Paul residents, and they are disproportionately younger, lower-income, and people of color. Because of decades of disinvestment, racially discriminatory housing policy, and exclusionary practices, they are facing a housing crisis that demands comprehensive action. The time for tenant protections is now.

These tenant protections directly address the most common challenges renters are facing like discrimination during the screening process, informal evictions through non-renewal of leases, abrupt notice to vacate, and more. They combine existing best practices in the market with policies that have been shown to have an impact in other cities.

Tenant protections are aimed at giving more people access to the housing they need and preventing families from being displaced from the housing they already have. They are not meant to solve our housing crisis all on their own. They are part of a sweeping set of strategies including rent supplements, landlord incentives like 4d and the new risk mitigation fund, and production of affordable units that are meant to tackle our housing crisis.

I hope you will stand up for the renters in this city (over half the city) by voting for the S.A.F.E. Housing Tenant Protections ordinance as is without watering down the protections we are granting to renters.

I look forward to supporting more renters in our community, and welcoming more neighbors. Thanks for your time.

Take care,  
Amber Dallman  
13XX Sargent Ave

Howard Goldman called re: Ord 20-14 urging you to support the ordinance without the just clause, and thanks you for your hard work.

Council Members,

Thank you to Council Members Jalali and Yang for supporting renters, the majority of this city, by supporting the housing ordinance.

To the other five, you are not representing the majority of people in this city who rent, the majority of whom are people of color and many who have lower incomes. This is in a historic pandemic that highlights the deadly disparities people of color face in our society in so many ways.

Instead, the five of you want to delay and exempt and excuse, all for property owners benefit. By delaying tenant protections for over a year during a pandemic, you are giving more notice to property owners than they EVER give to the city's residents who rent from them who can be forced to move within 30 days for no reason. That alone is appalling.

Stop the delays, exemptions, and excuses. Show leadership at a historic moment and act for the benefit of people of color for housing security. No exemptions to advance notice, no exemptions for certain types of housing or subsidies, no individual exemptions, and keep just cause notice.

Heidi Schallberg  
Renter in Highland

To the members of the Saint Paul City Council:

I'm writing today in advance of your meeting on Wednesday, June 24 where you will vote on the S.A.F.E. Housing Ordinance. Housing justice is racial justice, and I urge you to vote for a strong ordinance that protects renters in Saint Paul.

As Housing Equity Now St. Paul (HENS) says, "Housing is the foundation to a healthy life, and a social determinant of education, health and other outcomes. In the United States, housing has also been a foundation for racism, discrimination and exclusion through financial, criminal justice and urban planning institutions."

By passing a strong S.A.F.E. Housing Ordinance, you can support and strengthen all of Saint Paul while taking steps to mitigate the racism and discrimination often present in tenant-landlord relationships.

- No delays to implementation. Make the ordinance effective on January 1, 2021.
- No exemptions to advance notice. Everyone deserves advance notice if their home is being sold.
- No exemptions for Section 8 vouchers or tax credit buildings. Renters who live in federally subsidized housing have the right to the same tenant protections as everyone else.
- No landlord loopholes. Individualized Assessment is a loophole for landlords to keep more people out of housing. It has no place in this ordinance.
- Keep just cause notice. Tenants should not be forced from their homes for no reason. Landlords should be required to share the reason if they do not renew a tenant's lease.

Thank you for your time and consideration of this message.

Sincerely,  
Theresa J. Beckhusen  
Ward 1

Dear Councilman Tolbert,

I am writing to you in support of Ordinance 20-14, version 3 as attached to the meeting agenda.

I am about to renovate my primary residence, and as a result, I have been renting in St. Paul for the majority of 2020. Now that my family and I have experienced renting, dealing with landlords and all of the challenges that come with it, I feel that the measures set forth in Ordinance 20-14 are common-sense ideas that make St. Paul a better place to live for everyone. I encourage you to vote in support of the ordinance.

Sincerely,

Bryan Haza  
1XXX Juliet Ave, St Paul, MN 55105

Hello!

I am strongly urging you to vote yes tomorrow for the SAFE Housing ordinance. This is not just a class issue, but also linked closely with racial justice and we must be acting in a manner to protect minority groups now more than ever.

Please let me know if you plan to vote yes tomorrow to the FULL proposal - tenant protection (not LANDLORD protection) including those on section 8 vouchers, no landlord loopholes and keep just cause notice in place.

Thank you,

Lucianna Baregi

963 Wakefield Avenue

Councilmember Prince,

My name is Stephanie Fore, and I am a long-time resident of St. Paul. I am emailing you today to demand that you take action for St. Paul renters' rights. Housing justice is racial justice, and you need to pass a strong SAFE Housing ordinance now.

There should be no delays to implementation, no exemptions to advance notice, no exemptions for section 8 vouchers or tax credit buildings, and no landlord loopholes. You also need to keep just cause notice.

Please do the right thing at tomorrow's vote.

Stephanie Fore

Dear Mr. Tolbert,

My name is Jessa Anderson-Reitz and I am a renter in Ward 3.

As a supporter of Twin Cities Habitat for Humanity, I believe that everyone deserves a safe, stable, and affordable home. For this reason, I ask you to vote Wednesday in support of a robust tenant protections ordinance, as initially drafted.

As a staff member at Twin Cities Habitat I am committed to addressing racial disparities in housing. Through Ordinance 20-14, the City of St. Paul has an opportunity to do the same. By passing robust protections for tenants, the City Council can help safeguard housing stability for low-income renters and renters of color. This has ripple effects across the housing continuum, including for homeownership opportunity providers like Twin Cities Habitat for Humanity.

We support the tenant protections ordinance as initially drafted for the following reasons:

- Tenant protections are a matter of racial justice. The ordinance as initially drafted is a critical tool for protecting low-income renters and renters of color. This will lead to successful outcomes across the housing continuum.

- Security deposit limits and relocation assistance allow families to avoid unexpected, exorbitant costs

and improve their financial mobility and security over time.

- Applicant screening guidelines are an issue of fair housing. Studies show that criminal history has little bearing on tenant reliability. When criminal history is considered, people of color are disproportionately likely to be affected.

- Just cause is a critical tool for protecting tenants from undue eviction and displacement. Just cause strikes a balance that is fair and equitable for both tenants and landlords.

- Advance notice of sale is critical for both tenants and nonprofit housing developers. This provision allows the City to preserve Naturally Occurring Affordable Housing (NOAH). More importantly, tenants should be entitled to a protection period following the sale of their building.

Please vote for robust tenant protections on Wednesday so that all our neighbors have the opportunity to thrive. Thank you for your leadership.

Sincerely,  
Jessa Anderson-Reitz  
1880 Grand Ave Apt 204  
Saint Paul, MN 55105

City of St. Paul Councilmembers,

If you are taking up a new resolution for tenant's protections, would you please also include provisions for homeowner residents of small duplexes like myself. As a homeowner resident of a small duplex, when I rent to any person it is almost like trying to find a compatible roommate.

In one case, neighbors had called the police twice while I was at work saying there was a woman screaming from the house that she was being beaten. The police never informed me. A few months later, I called the police at 3am to report the same. After a 40 minute response time, the officer refused to write a report.

I tried to ask SPPD how I could get rid of an abusive tenant. The officer told me I should have screened that person and I shouldn't have rented to that person. He offered to send me guidelines and screening tips.

Eventually, the tenant moved under threat of eviction, but came back two weeks later to break in and burglarize the apartment while my wife was at home. Police response time again was 40 minutes and again, police did nothing. My wife, who lived in Ciudad Juarez prior to 2014 said she felt safer there than in St. Paul.

I can go on with more events between this tenant and the police, but I mostly want to ask that you don't leave out consideration for the homeowner residents of small duplexes such as me. I am including two of many attachments which I had emailed to the City Council in 2014 to illustrate the problems we were

having as the homeowner resident of our duplex.

Thank you for your consideration.

(Thank you Ward 2 and Ward 7 for your email address.)

Michael McCoy.  
Ward 2.  
June 23, 2020.

To the Councilmembers of the City of Saint Paul,

My name is Helen Frieman and I'm a resident of Ward 4 writing to tell you to **VOTE YES** tomorrow for the S.A.F.E Housing ordinance with **NO** amendments that undermine the impact in communities that are most impacted by housing injustice. Voting Yes on this ordinance is to vote to protect the rights of renters in Saint Paul, particularly Black renters and renters of color who so often have their rights abused when it comes to housing. We know that housing equity is essential to racial equity and urge you to take this step towards a just future.

We call for

**NO Delays to Implementation!**

**NO Exemptions to Advance Notice!**

**NO Exemptions for Section 8 Vouchers of Tax Credit Buildings**

**NO Landlord Loopholes**

**KEEP Just Cause Notice**

The modest changes that you could make tomorrow are not new and have been proven legal and effective in cities across the nation, including limits on security deposits and reforms to tenant screening.

I hope that you'll make the right decision.

Sincerely,

Helen Frieman  
1849 Portland Ave.  
Saint Paul, MN 55104

Good morning, Councilmember Tolbert.

I appreciate you taking the time to read my e-mail today regarding the Tenant Protection Ordinance that is set to be discussed at length on Wednesday.

While I understand that something must pass, and while I have found numerous areas where this new ordinance will make my job of taking good care of our families much harder, I am very focused on the "Just Cause" portion of this Ordinance.

Not being able to ask a bad seed to move at the end of their Lease, makes it exceptionally difficult to keep our community quiet and crime-free. I never ask my tenants to vacate unless there is a very good reason, but it will now take me considerable time to put together a case for court, gather witnesses and file an eviction. The fact that the language in section (b) Landlord responsibilities clearly states that a Landlord must be able to prove in court that just cause exists, makes it seem as though we will have to take each of these typically benign issues to court in the form of an eviction. For a property of our size, I try to file no more than 1-3 evictions per year. And they are always because of non-payment. If I have to now go through the eviction process to remove trouble tenants from the property, that number will likely go up to 12-15 per year. Does City staff understand that this will now place an eviction on a tenant's record, making it harder for them to rent again? Does City staff understand that the cost of eviction goes onto the tenant's rental record and they have to pay for it? Does City staff understand that an eviction action can cost around \$600-\$750 which include the court filing fee, the service fee (Metro Legal) and the attorney's fees? These costs are seldom recovered and become a financial burden to the Landlord and will cause Landlords to increase rents in order to make up for these losses.

Proving "just cause" in court seems like a very unreasonable task to be placed on the Landlord and an expensive punishment to a Tenant. Wouldn't it just be easier to allow a Landlord to ask a Tenant to vacate when they are causing a problem on the property? Or are Landlord's expected to forego the hassle and expense and have the good tenants move out of the property because they are tired of dealing with the troublemakers? And if it's the latter, how is that providing safe, clean affordable housing to the majority of renters? It seems that this clause will only benefit those that are problem tenants. The City of Minneapolis did not include a "Just Cause" clause in their Ordinance and I believe that St. Paul should not do so either for the reasons I mentioned above.

I have been thinking about the possibility of the City ranking Landlords based on their performance. If a Landlord runs a reputable property, with low crime, low rents, low evictions, etc., they should receive a good rating and not have such heavy restrictions placed on their business. However, if a Landlord has a poor rating due to high evictions, high complaints, high crime, high DSI repair notices, etc. they should have stricter regulations placed on them. This would be a much fairer system; all Landlord's that are an asset to the City, should not be punished and restricted because of the few "slum-lords" in the City.

Another area of concern that I have is with the criminal background. Article j. clarifies which offenses cannot be looked at after ten (10) years past sentencing, which include kidnapping, manslaughter, aggravated robbery, arson, murder, criminal sexual conduct, etc. What if their crime was so heinous that they received 25 years in prison, and just got out last week. Under the new ordinance, I cannot look at the criminal history of a person who was convicted of kidnapping, sexually assaulting and then murdering someone over ten years ago, even though they are newly released. How am I supposed to make sure the 550+ families that live in our community are safe from that person? Why do our families have to take the risk of having someone like this as a neighbor? I think the Ordinance would serve the families in St. Paul if it set a date time frame AFTER release, which would show us that this person has

been out of prison for three, five or seven years and has been able to live in society without any further problems. That would be more fair to our families.

When Ordinances are created and passed in favor of the few instead of the many, hardships will be created and those that shouldn't have to, will pay the price. Landlords expenses will go up, but they will recapture those losses with increased rents. You and I both know that is the way it works. As one of the very few Landlords who keep their rents below market rate through hard work to keep our costs down, I can foresee this Ordinance will increase our costs and/or reduce our income. More thought needs to be put into refining the Ordinance, coming up with other ways to rate and protect good Landlords and understanding the true depth of what this will mean for the families who reside not just in our community, but in all of St. Paul. But sadly, it feels like a runaway freight train.

Again, I appreciate your time and consideration of our position on this Ordinance. And please feel free to reach out to me with any questions you may have.

Sincerely,

Katherine M. Bell-Soderberg  
Property Manager  
**Sibley Manor, Inc.**  
1300 W. Maynard Drive  
St. Paul, Minnesota 55116

Hello Council Member Tolbert,

I am writing for you today to consider voting in favor of the rights of renters and pass the SAFE Housing Ordinances NOW in Ward 3. I am a resident of Highland Park and a renter in the Lexington Parks apartments on Randolph and Lexington Parkway S.

We know that the majority of renters in Saint Paul are people of color. In order to promote an equitable society, I think we have the power to support people's home environments.

Our homes are supposed to be our safe spaces. Help protect our residents by providing them adequate notice of changes and remove loop holes from landlords.

Thank you for taking the time to review my comments.

-Emily

Dear Mr. Tolbert,

As a supporter of Twin Cities Habitat for Humanity, I believe that everyone deserves a safe, stable, and affordable home. For this reason, I ask you to vote Wednesday in support of a robust tenant protections ordinance, as initially drafted.



Twin Cities Habitat supporters and staff are committed to addressing racial disparities in housing. Through Ordinance 20-14, the City of St. Paul has an opportunity to do the same. By passing robust protections for tenants, the City Council can help safeguard housing stability for low-income renters and renters of color. This has ripple effects across the housing continuum, including for homeownership providers like Twin Cities Habitat for Humanity.

We support the tenant protections ordinance as initially drafted for the following reasons:

- Tenant protections are a matter of racial justice. The ordinance as initially drafted is a critical tool for protecting low-income renters and renters of color. This will lead to successful outcomes across the housing continuum.
- Security deposit limits and relocation assistance allow families to avoid unexpected, exorbitant costs and improve their financial mobility and security over time.
- Applicant screening guidelines are an issue of fair housing. Studies show that criminal history has little bearing on tenant reliability. When criminal history is considered, people of color are disproportionately likely to be affected.
- Just cause is a critical tool for protecting tenants from undue eviction and displacement. Just cause strikes a balance that is fair and equitable for both tenants and landlords.
- Advance notice of sale is critical for both tenants and nonprofit housing developers. This provision allows the City to preserve Naturally Occurring Affordable Housing (NOAH). More importantly, tenants should be entitled to a protection period following the sale of their building.

Please vote for robust tenant protections on Wednesday so that all our neighbors have the opportunity to thrive. Thank you for your leadership.

Sincerely,  
Samuel Woldeamanuel  
2500 Edgcumbe Rd Apt 203  
Saint Paul, MN 55116

Dear Mr. Tolbert,

As a supporter of Twin Cities Habitat for Humanity, I believe that everyone deserves a safe, stable, and affordable home. For this reason, I ask you to vote Wednesday in support of a robust tenant protections ordinance, as initially drafted.

Twin Cities Habitat supporters and staff are committed to addressing racial disparities in housing. Through Ordinance 20-14, the City of St. Paul has an opportunity to do the same. By passing robust protections for tenants, the City Council can help safeguard housing stability for low-income renters and renters of color. This has ripple effects across the housing continuum, including for homeownership providers like Twin Cities Habitat for Humanity.

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Please vote for robust tenant protections on Wednesday so that all our neighbors have the opportunity to thrive. Thank you for your leadership.

Sincerely,  
MARYJEAN MULHERIN  
1181 Edgcumbe Rd Apt 203  
Saint Paul, MN 55105

Dear Councilmember Tolbert,

I am a resident of St. Paul's Ward 3. I am writing today to express my strong support for the proposed ordinance regarding tenant protections.

I have been a renter in St. Paul for 4 years. During that time it has become clear to me that our city is experiencing a housing crisis that disproportionately affects low-income residents and people of color. The protections in this ordinance, particularly reforms for tenant screening criteria and just cause for eviction, would be instrumental in making housing accessible and stable for the most vulnerable members of our community.

This ordinance is a good next step in undoing decades of housing discrimination in St. Paul, but it is only the beginning. I echo the calls from Equity in Place to address skyrocketing rent increases and to facilitate community ownership of residential buildings in future legislation.

I urge you to follow the recommendations of many community organizations and residents and vote YES on Ordinance 20-14. Thank you for your time.

Sincerely,

Allison Jones

June 23, 2020

St. Paul City Council  
City Hall  
15 Kellogg Blvd  
St. Paul, MN 55102  
Dear Council members:

It is with great dismay that I write to address the counter-productive amendments to the Tenant Protection ordinances voted in last week.

I strongly support the ordinances, but heard that they have been amended to exclude people who rent in a building with fewer than 5 units. In one fell swoop, this exclusion prevents much of my neighborhood from receiving those protections. I also heard that you will be considering exempting section 8 holders from these protections. What is the purpose of that? What will be the impact? This is not right and is unacceptable.

All people need to be treated equally and equitably. Please remove those amendments and vote that the SAFE tenant protections **include all renters** in the city.

**This is not the way to increase housing opportunities**, which is one of the stated reasons for this ordinance. Because the ordinances are applied unevenly, renters will not have protection in all parts of the city and places to live will be limited.

**It is not fair to tenants.** Renters should be presented with the same rental criteria and have the same chances to meet these criteria wherever they choose to live. By allowing landlords to have their own rental criteria for buildings less than 5 units, landlords can more easily deny housing to people they don't want or have bias against.

**It is not fair to landlords.** Renting property is a business that many choose to do for profit. Adopting these amendments will allow landlords will be treated unequally.

**This is not providing equal opportunity.** Renters should have the opportunity to live in the neighborhood setting they choose, not be restricted to living in certain buildings or certain areas only.

**This is not good for strengthening the social fabric** of our neighborhoods, which is fostered by equality, diversity, and a feeling of belonging. Uneven housing ordinances like this could create second class blocks or neighborhoods and therefore second class renters in St. Paul.

I write to you as a resident of St. Paul who has rented in this city for 30 years. For 22 of them I was the caretaker of a fourplex where I lived on the West Side. Besides cleaning and snow shovelling, I helped the landlord show the apartments, talk to prospective tenants, and collect and document applications. Over the years I have met many people looking for a home and I've heard their stories. At the same time I worked with my landlord to provide equal opportunity to renters, we worked to make our building a great place to live.

Please re-consider these issues and vote to remove the amendments limiting tenant protections. All renters deserve to be protected.

Sincerely,

Sherilyn Young  
189 Congress St W  
St. Paul, MN 55107



Consumer Data Industry Association 1090  
Vermont Ave., NW, Suite 200

Washington, D.C. 20005-4905

[CDIAONLINE.ORG](http://CDIAONLINE.ORG)

6/23/20

Saint Paul City Council  
15 Kellogg Blvd. West, 310 City Hall  
Saint Paul, MN 55102

Dear Council President Brendmoen and Councilmembers of the Saint Paul City Council:

I write on behalf of the Consumer Data Industry Association (CDIA) concerning the Ordinance 20-14 creating Chapter 193 of the Legislative Code (Title XIX) pertaining to Tenant Protections. We were encouraged to hear that after advocacy and outreach from many different members of the community, a second version of draft ordinances were developed. We would like to offer some comments based on our industry research and the work our members perform.

CDIA is an international trade association, founded in 1906, of more than 130 corporate members. Our mission is to enable consumers, media, legislators, and regulators to understand the benefits of the responsible use of consumer data which creates opportunities for consumers and the economy. CDIA members provide businesses with the data and analytical tools necessary to manage risk. Our members help ensure fair and safe transactions for consumers, facilitate competition, and expand consumers' access to a market which is innovative and focused on their needs. CDIA member products are used in more than nine billion transactions each year.

Our members conduct residential screening pursuant to the terms of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq. Consumer reporting agencies (“CRAs”) provide consumer reports to assist owners, landlords, and managers of residential properties (including nursing homes and apartment communities) in evaluating prospective tenants and assessing the risks associated with those applicants. Property managers have a financial responsibility to evaluate the applicant’s ability to satisfy their leasing obligations, but also to assure the safety and wellbeing of its employees, residents, and guests.

Property owners and management companies typically receive three different forms of information about prospective tenants: (1) financial information, including a credit score, credit report, income verification and rent payment history; (2) eviction information, consisting of unlawful detainer records; and (3) criminal background information consisting of damage to persons (including sex offender information) and property. Each of these categories provides the landlord with reliable predictors regarding the tenant’s ability to pay and general suitability for a particular property.

Sec. 193.04. (3) Rental history has a too short of a lookback period, which could lead to higher loses for landlords and more costs for tenants. This ordinance would shorten the lookback period – the time during which eviction records remain visible - from seven years to three years. This provision conflicts with the federal Fair Credit Reporting Act (FCRA) which specifically permits reporting civil suites and judgments for a seven-year lookback period. See 15 USC 1681c(a)(2). There is no evidence that a shorter look-back period means that delinquent tenants have turned in to tenants who meet their obligations. To conform to existing federal and state law, and to enable landlords and their tenants to meet their obligations. This part of Section 193.04 should be amended to read “at least seven years have elapsed from the date of the final judgment in the eviction case”.

The new proposed ordinance contains a section in the beginning that alludes to different statements and statistics around aspects of the tenant screening process. We would like to provide clarification regarding a couple of those based on industry research:

- “criminal justice research supports that the effect of a criminal offense on a residents housing outcome declines over time and becomes insignificant”.

Leading criminologists’ recidivism research demonstrates that it can take 23 years until the risk of recidivism by a convicted first-time offender declines to the level of a non-offender of the same age.<sup>1</sup>

- “our current credit scoring system has a disparate impact on people and communities of color, rooted in a long history of housing discrimination and wealth inequities even though credit score itself does not reflect positive rental history or timely rent payments or probability of on time rent payments”.

The Equal Credit Opportunity Act legally mandates that credit scores do not discriminate towards any race, religion, gender, ethnicity, or other established suspect classes and there are studies that show the lack of illegal discrimination. A myth of illegal discrimination pervades many media accounts and public policy debates. However, all of the aforementioned characteristics, specifically in this instance race, are not included in an individual’s credit report or used in calculating any of the different forms of credit scores the industry offers. It is impossible for CRAs to discriminate against people based on information they do not contain or have any business-related use for.

A credit score is derived from statistical tools and/or modeling systems used to predict the likelihood of certain credit behaviors, including default or repayment. A credit score is sometimes called a risk predictor or risk score. Payment history and how/if one pays bills on time over time is the single most influential factor in a credit score calculation.

1 See Alfred Blumstein and Kiminori Nakamura, "Redemption in the Presence of Widespread Criminal Background Checks," *Criminology* 47: 327-359, Fig. 4 (Analysis by Dr. Jeffrey Leigh Sedgwick).

CDIA members have been working to bring more consumers into the credit market by using alternative data such as utility and telecom payments. Some CRAs already access and use rental payment history along with generating specific scores through their different tools and model systems for housing rental transactions.

In conclusion, we believe there are many important benefits for the uses of financial information and criminal record history in the residential screening process. The reports our members provide to landlords and property managers protect applicants, residents, the general public and housing providers. For these reasons above, we would encourage your reconsideration against ordinances that would negatively impact the structure that is currently in place. Thank you for the consideration of our comments and I would be happy to answer any questions you may have.

Sincerely,

*Michael Carone*

Michael Carone  
Manager of Government Relations Consumer  
Data Industry Association (CDIA) Direct: +1 (202)  
408-7419  
[mcarone@cdiaonline.org](mailto:mcarone@cdiaonline.org)  
1090 Vermont Ave., NW, Suite 200  
Washington, DC 20005, USA

City Council Members,

It is important to remember most landlords are not bad people. The majority of landlords have made an investment of time and money in property, to create a way to make a living. Most landlords are doing their best, just to get by. Many landlords barely make a profit and often take a loss.

With regard to the proposed SAFE Housing Tenant Protections Ordinance, under the section titled, "Tenant Screening Guidelines," what is the "uniform screening criteria?" Is there specific criteria, or does the committee simply mean every potential renter must undergo the same screening, regardless of what that screening is? It is important that landlords can maintain the right to rent to who they choose.

Under the section titled, "Advance Notice of Sale," why must "a notice of a proposed sale be provided to the city before an affordable property is placed on the market as well as after the transfer of ownership occurs?" The city has no right to the following: deciding whether or not a landlord can sell

their property; deciding how much a property can be sold for; deciding who it can be sold to. There is absolutely no reason the city should be notified of a proposed sale.

City council would like to create affordable housing. The council is pushing for rezoning, and many apartments and condos are being built. These so-called "affordable housing" units are for rent at prices around \$2,000 per month (and often higher prices apply). That is not affordable housing! If you want lower income renters to have a place to live where those renters can pay rent in full without draining the city of money to provide them with section 8 or some other type of subsidy, then the rent must be affordable. Perhaps lowering the property taxes would allow landlords to offer lower rents. Allow landlords the ability to combine trash cans of units to save money, therefore, being able to offer lower rents. If the city stops wasting money, then the city does not have to continue to raise taxes. One example of a waste of money is the extra thousands of dollars the city council wants to spend on Ayd Mill Road to create a 1 mile bike and walk path. Simply repave the road. The city council could make a list of necessary vs. desired fixes, then spend money on the necessary fixes. If there is money leftover, it can be spent on the desired fixes.

If the city can save money, taxes will not have to go up, and rents can be lower, thus helping people with low income afford rent. There are also other monetary demands placed on landlords, which if erased or decreased, would allow them to lower rents.

The city is currently trending toward a dynamic, of housing the rich and the poor, and NOT the middle class.

Sincerely,  
Kirsten

Dear Ms. Jalali Nelson,

As a supporter of Twin Cities Habitat for Humanity, I believe that everyone deserves a safe, stable, and affordable home. For this reason, I ask you to vote Wednesday in support of a robust tenant protections ordinance, as initially drafted.

Twin Cities Habitat supporters and staff are committed to addressing racial disparities in housing. Through Ordinance 20-14, the City of St. Paul has an opportunity to do the same. By passing robust protections for tenants, the City Council can help safeguard housing stability for low-income renters and renters of color. This has ripple effects across the housing continuum, including for homeownership providers like Twin Cities Habitat for Humanity.

We support the tenant protections ordinance as initially drafted for the following reasons:

- Tenant protections are a matter of racial justice. The ordinance as initially drafted is a critical tool for protecting low-income renters and renters of color. This will lead to successful outcomes across the housing continuum.

- Security deposit limits and relocation assistance allow families to avoid unexpected, exorbitant costs and improve their financial mobility and security over time.
- Applicant screening guidelines are an issue of fair housing. Studies show that criminal history has little bearing on tenant reliability. When criminal history is considered, people of color are disproportionately likely to be affected.
- Just cause is a critical tool for protecting tenants from undue eviction and displacement. Just cause strikes a balance that is fair and equitable for both tenants and landlords.
- Advance notice of sale is critical for both tenants and nonprofit housing developers. This provision allows the City to preserve Naturally Occurring Affordable Housing (NOAH). More importantly, tenants should be entitled to a protection period following the sale of their building.

Please vote for robust tenant protections on Wednesday so that all our neighbors have the opportunity to thrive. Thank you for your leadership.

Sincerely,  
Susan Wick  
1436 Raymond Ave.  
Saint Paul, MN 55108

Dear Ms. Jalali Nelson,

As a supporter of Twin Cities Habitat for Humanity, I believe that everyone deserves a safe, stable, and affordable home. For this reason, I ask you to vote Wednesday in support of a robust tenant protections ordinance, as initially drafted.

Twin Cities Habitat supporters and staff are committed to addressing racial disparities in housing. Through Ordinance 20-14, the City of St. Paul has an opportunity to do the same. By passing robust protections for tenants, the City Council can help safeguard housing stability for low-income renters and renters of color. This has ripple effects across the housing continuum, including for homeownership providers like Twin Cities Habitat for Humanity.

We support the tenant protections ordinance as initially drafted for the following reasons:

- Tenant protections are a matter of racial justice. The ordinance as initially drafted is a critical tool for protecting low-income renters and renters of color. This will lead to successful outcomes across the housing continuum.
- Security deposit limits and relocation assistance allow families to avoid unexpected, exorbitant costs and improve their financial mobility and security over time.



- Applicant screening guidelines are an issue of fair housing. Studies show that criminal history has little bearing on tenant reliability. When criminal history is considered, people of color are disproportionately likely to be affected.

- Just cause is a critical tool for protecting tenants from undue eviction and displacement. Just cause strikes a balance that is fair and equitable for both tenants and landlords.

- Advance notice of sale is critical for both tenants and nonprofit housing developers. This provision allows the City to preserve Naturally Occurring Affordable Housing (NOAH). More importantly, tenants should be entitled to a protection period following the sale of their building.

Please vote for robust tenant protections on Wednesday so that all our neighbors have the opportunity to thrive. Thank you for your leadership.

Sincerely,  
Christine Kwong  
2265 Luther Pl  
Saint Paul, MN 55108

Dear Ms. Jalali Nelson,

Hi. I support Twin Cities Habitat for Humanity because I believe that everyone deserves a safe, stable, and affordable home.

We support the tenant protections ordinance as initially drafted for the following reasons:

Although I may be wrong, I believe that you were the original author of Ordinance 20-14.

Thank you!

Tom Kottke

Sincerely,  
Thomas Kottke  
571 Otis Ave  
Saint Paul, MN 55104

Dear Ms. Jalali Nelson,

I am a St Paul landlord. I own a rental property and also live in your ward. I ask you to vote Wednesday in support of tenant protections ordinance 20-14, as initially drafted.

I am committed to addressing racial disparities in housing. Through Ordinance 20-14, the City of St. Paul has an opportunity to do the same. By passing robust protections for tenants, the City Council can help safeguard housing stability for low-income renters and renters of color.

I urge you to support the tenant protections ordinance for the following reasons:

- Tenant protections are a matter of racial justice. The ordinance as initially drafted is a critical tool for protecting low-income renters and renters of color. This will lead to successful outcomes across the housing continuum.
- Security deposit limits and relocation assistance allow families to avoid unexpected, exorbitant costs and improve their financial mobility and security over time.
- Applicant screening guidelines are an issue of fair housing. Studies show that criminal history has little bearing on tenant reliability. When criminal history is considered, people of color are disproportionately likely to be affected.
- Just cause is a critical tool for protecting tenants from undue eviction and displacement. Just cause strikes a balance that is fair and equitable for both tenants and landlords.
- Advance notice of sale is critical for both tenants and nonprofit housing developers. This provision allows the City to preserve Naturally Occurring Affordable Housing (NOAH). More importantly, tenants should be entitled to a protection period following the sale of their building.

Please vote for robust tenant protections on Wednesday so that all our neighbors have the opportunity to thrive. Thank you for your leadership.

Sincerely,  
Herta Pitman  
2036 Princeton Ave  
St Paul, MN 55105

Dear Councilmember Jalali,

My name is Helen Frieman and I'm a resident of Ward 4 writing to tell you to **VOTE YES** for the S.A.F.E Housing ordinance with **NO** amendments that undermine the impact in communities that are most impacted by housing injustice. Voting Yes on this ordinance is to vote to protect the rights of renters in Saint Paul, particularly Black renters and renters of color who so often have their rights abused when it comes to housing. We know that housing equity is essential to racial equity and urge you to take this step towards a just future.

We call for

**NO Delays to Implementation!**

**NO Exemptions to Advance Notice!**

**NO Exemptions for Section 8 Vouchers of Tax Credit Buildings**

**NO Landlord Loopholes**

**KEEP Just Cause Notice**

The modest changes that you could make tomorrow are not new and have been proven legal and effective in cities across the nation, including limits on security deposits and reforms to tenant screening.

I hope that you'll make the right decision.

Sincerely,

Helen Frieman  
1849 Portland Ave.  
Saint Paul, MN 55104

Hello Councilmember Jalali-

Thank you for voting against the amendments that weakened the SAFE housing ordinance. I encourage you to continue to vote for systemic changes and policies that move us towards racial equity.

Thank you,  
Nirmal Lumpkin  
Resident: Saint Paul, Ward 4

Mitra,

As a resident of Ward 4, I just wanted to take a moment to thank you for the work that you do. I so appreciate you fighting for renters' rights and to defund the SPPD.

Thank you!

Stephanie Fore  
1140 Lafond Ave  
St Paul, MN 55104

Hello!

I just wanted to let you know that I support the S.A.F.E. housing ordinance and hope that it passes with no amendments.

Thank you for all of your hard work,  
Carolyn Rush  
1123 Van Buren Ave

Dear Council President Brendmoen and Council Members,

I am in strong support of the SAFE Housing Tenant Protections ordinance currently before the city council. I urge you to support this measure.

The majority of St. Paul residents rent their homes and they deserve the essential security a stable home provides. Our renters are more likely than average to be lower-income, people of color, and younger. It's essential to protect their access to housing so they can build family stability and wealth to mutually benefit our community.

I am an investor in multifamily housing and I understand the business implications for landlords. On balance I feel this ordinance is a small inconvenience for owners and a potentially life-changing protection for residents.

Respectfully,  
Kevin Gallatin  
1XXX Highland Pkwy

Council Member Prince,

I'm writing as a social worker who works with renters in your ward to ask you to consider passing the SAFE housing ordinance now rather than waiting to implement it. These are measures that are needed to help people, disproportionately people of color and low income people, and people with disabilities be able to have safe, predictable housing.

In my personal life I'm a home-owner and landlord in Ward 6 and am happy that **Nelsie Yang** has endorsed moving this ordinance forward this year.

Thank you

Wanda Classen, MSW, LICSW  
Ramsey County

Two Phone calls/VM left Ward 3:

Charlotte Zimmerman – St. Paul Resident – Urging CM Tolbert to support a strong SAFE ordinance

Kate Denny – St Paul renter, Twin Cities Case Worker – Urging CM Tolbert to Vote in favor of a strong SAFE housing ordinance

Dear Councilmember Tolbert:

I am writing to express my support for the S.A.F.E Housing Ordinance. More than half of Saint Paul's inhabitants are tenants. Renters represent the heart of our community, the energy of the economy, and the creativity and passion that make our city a great place to live.

Although tenants deserve legal protections and justice under the law, certain current policies DO NOT guarantee the fundamental rights of dignity and legal protection for the increasing number of tenants we inhabit in the city.

In coordination, and following the initiative of other cities in the state and country, The S.A.F.E. Housing Ordinance is a first step towards protecting the fundamental rights of thousands of families and residents of St. Paul. Paul.

I strongly urge you listen to and honor your less privileged constituents, and pass the S.A.F.E. Housing Ordinance as written.

Sincerely,  
Erin Zolotukhin-Ridgway

Highland Park resident

AMENDMENT

ADDENDUM

DELETION

COMMENTS

Title

Creating Chapter 193 of the Legislative Code (Title XIX) pertaining to Tenant Protections.

Body

Section 1

WHEREAS, under City Council RES 89-1273, the Council directed the creation of a fair housing workgroup to make policy and budget recommendations “with the goal of eliminating housing disparities, lowering barriers to affordable housing, and ensuring access to economic opportunity in the City of Saint Paul”; and

WHEREAS, under City Council RES 17-2064, the Council directed the development of a fair housing strategic plan “to continue to research and work with housing partners on strategies to further Fair Housing goals such as...improved tenant protections, Tenant Remedies Actions, Advance Notice of Sale policy, gentrification studies, just cause eviction, non-discrimination policies, and others”; and

WHEREAS, under City RES 18-1204, the City Council acknowledged that “the housing crisis in our city and region, and the urgent need to address the crisis as our population grows,”; and

TELEE: This ordinance does not address these issues at all. My comments for each of the objectives follow their statements

WHEREAS, in 2019 the City created the Affordable Housing Trust Fund, with five objectives: to meet the needs of those with the lowest incomes by increasing supply COMMENT: this ordinance will actually create pressures to eliminate small mom and pop landlords, decreasing the supply; to invest in low and moderate income residents by investing in existing supply COMMENT: the ordinance doesn't spur growth and punishes the current landlords by removing our ability to protect against adverse risk; to explore innovative approaches to meeting housing

needs COMMENT: This is a failed approach as evidenced by rent-controlled and ineffective law making in Portland, OR and Oakland, CA; to build wealth for residents and communities COMMENT: Instead of creating barriers to landlordship, the ordinance should make it easier for renters to become homeowners and if the homeowners want, new landlords; and to promote fair access to housing for us all COMMENT: Access is already fair evidenced by our currently tight rental market. Current landlords are always looking for good renters. The ordinance is forcing us to take riskier renters with any additional protections. If the city wants to be the Landlord of Last Resort, they should create a program to do so - Not place this burden on small business mom and pop landlords; and .

WHEREAS, in 2019, the Office of Financial Empowerment, which housed the Fair Housing Coordinator Position, was created and subsequently developed the framework for a citywide fair housing strategy identifying decreasing housing displacement, increasing housing access and affirmatively furthering fair housing as the overall objectives; and

WHEREAS, Tenant Protections is one of four focus areas including education and engagement, enforcement and compliance, and preservation and production, to address strategy objectives based on the current housing landscape; and

WHEREAS, stagnant wages, skyrocketing rents, a lack of affordable housing, and a consistently low housing vacancy rate are making it harder for Saint Paul residents to find housing and to afford it over time; and

WHEREAS, the number of renters has increased by 12 percent from 2000-2016 and the City of Saint Paul has now become a renter-majority city, with 51% (57,621) of City residents being renters COMMENT: Why isn't this seen as an issue to be addressed? Why has homeownership gone out of fashion? Is it because our property taxes continue to increase without any tangible results?; and

WHEREAS, renters are disproportionately people of color and are disproportionately representative of individuals from low wealth backgrounds; and

WHEREAS, demographically 83% of African-American households are renting, compared to 41% of White households COMMENT: Owning a rental property is one of the most empowering ways out of poverty and the lower middle class. Once there are more landlords there would be

more supply, more community engagement, and more community investment by the community that lives there; COMMENT: Where are the voices of NON-African American household of color? America is not comprised of just white and black people. and

WHEREAS, more than half of our renter households earn 60 percent or less of the Area Median Income, and more than half of our renter households of color earn 30 percent or less of the Area Median Income; and

WHEREAS, in St. Paul, 51 percent of our renter households are housing-cost burdened, resulting in seventy-five percent of our low-income renter households being housing cost burdened and thirty-nine percent being severely housing cost burdened; and

WHEREAS, the Fair Housing Act of 1968 requires that the City affirmatively further fair housing, meaning the City must take meaningful action to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination; and

WHEREAS, in April 2016, the United States Department of Housing and Urban Development issued warning that blanket policies of refusal to rent to people with criminal records could violate the Fair Housing Act if “without justification, their burden falls more often on renters or other housing market participants of one race or national origin over another” COMMENT: Many mom and pop landlords do rent to people with criminal records. It is not a binary yes or no, we look at what type of crime, how long ago did it occur, and if it fits within our risk profile for our current tenants; and

WHEREAS, as of January 1, 2020, people of color make up 47.9 percent of the MN prison population, but only 15.9 percent of our state population COMMENT: Irrelevant; and

WHEREAS, criminal justice research supports that the effect of a criminal offense on a residents housing outcome declines over time and becomes insignificant COMMENT: Yes, because of mom and pop landlords who are small business owners in the community; and

WHEREAS, our current credit scoring system has a disparate impact on people and communities of color, rooted in a long history of housing discrimination and wealth inequities even though credit score itself does not reflect positive rental history or timely rent payments or probability of on time rent payments COMMENT: Credit score does reflect the ability of the person to make a business agreement (such as using a credit card, signing up for a utility, taking a car loan) and fulfill it. In order to address this disparate impact, we need to educate communities of color on how to use credit, understand legal terms, understand contracts, get true financial literacy beyond the how to have a bank account. There is NOTHING in this ordinance that actually addresses this impact; and

WHEREAS, in 2017 there were an estimated 1,710 residential evictions filed against tenants in the City of Saint Paul; and



WHEREAS, Evictions, regardless of outcome, impact a renter's ability to secure future housing, and Research suggests that "Informal evictions" occurring outside of the court process are occurring at twice the rate of formal evictions **COMMENT: Understand that eviction is the absolute last resort that a landlord has. It costs us just as much, if not more, than the renters. By the time we have to evict, we are paying for court fees; we are more likely losing rents; we risk additional damage to our unit; we may incur lawyer fees whereas the renter may get free/pro-bono lawyer representation;** ; and

WHEREAS, the City of Saint Paul has approximately 11,000 units of housing which are considered Naturally Occurring Affordable Housing (NOAH) affordable at or below 60 percent Area Median Income and NOAH buildings are most at risk for ownership changes **COMMENT: So since NOAH properties are at risk for ownership changes, make it more conducive for those owners to continue to own and operate these properties. Instead the ordinance is creating the opposite environment;** and

WHEREAS, historical and ongoing discrimination in housing makes tenant protections a fair housing, racial equity and economic justice imperative; now, therefore, be it

RESOLVED, that the Council of the City of Saint Paul does Ordain:

## Section 2

Chapter 193 of the Saint Paul Legislative Code is hereby created to read as follows:

### Sec. 193.01 Definitions.

For the purposes of this Chapter, the following terms shall have the meaning ascribed to them in this section.

(1) Affordable Housing Building shall mean a multiple-family rental housing building having five (5) **three (3)** or more dwelling units where at least twenty (20) percent of the units rent for an amount that is affordable at no more than thirty (30) percent of income to households at or below eighty (80) percent of area median income, as most recently determined by the United States Department of Housing and Urban Development for Low Income Housing

Tax Credit (LIHTC) purposes, as adjusted for household size and number of bedrooms.

**COMMENT: Is it five or three dwelling units**

(2) Affordable Housing Dwelling Unit shall mean a rental dwelling unit in an affordable housing building that rents for an amount that is affordable to households at or below eighty (80) percent of Area Median Income, as most recently determined by the United States Department of Housing and Urban Development, as adjusted for household size and number of bedrooms.

(3) Available for Sale shall mean the earliest implementation of any of the following actions: negotiating to enter into a purchase agreement that includes an affordable housing building, advertising the sale of an affordable housing building, entering into a listing agreement to sell an affordable housing building, or posting a sign that an affordable housing building is for sale.

(4) For Cause shall mean that the tenant or a member of the tenant's household materially violated a term of the lease in accordance with Sec. 193.05(a).

(5) Cure the Deficiency shall mean that a tenant pays all monies rightfully owed, or fully complies with an order to correct a lease violation or notice to cease an activity that is in violation of a lease.

(6) Displacement Dwelling Unit shall mean the dwelling unit from which a tenant was displaced pursuant to Sec. 193.05(5) or (7).

(7) Eviction shall mean a summary court proceeding to remove a tenant or occupant from, or otherwise recover possession of, real property by the process of law, pursuant to Minn. Stat. Ch. 504B.

(8) Family Member shall mean a property owner's child, step-child, adopted child, foster child, adult child, spouse, sibling, parent, step-parent, mother-in-law, father-in-law, grandchild, grandparent, or registered domestic partner as defined by Saint Paul Code of Ordinances section 186.02 and any individual related by blood or affinity whose close association with the property owner is the equivalent of a family relationship.

(9) Landlord shall mean the property owner or agent of the property owner.

(10) Lease shall mean **an oral or** written agreement creating a tenancy in real property.

**COMMENT: Once again an oral agreement allows either one of the parties involved to forget, misinterpret, or straight out lie about what was agreed upon. As a law making body, the CC should understand the important of a WRITTEN agreement. If the CC wants to empower renters then they should stress the importance of written agreements.**

(11) Rental Application Fee shall mean a fee paid by the potential tenant to a landlord, in order for the landlord to screen the background of the potential tenant before signing the lease.

(12) Relocation Assistance shall mean a payment in an amount equal to three times the rental housing affordability limit at sixty (60) percent of Area Median Income for the Twin Cities metro area as published by the Metropolitan Council. Annually updated payments calculations can be located on the met council websites Affordability Limits for Ownership and Rental Housing: <https://metro council.org/>

(13) Security Deposit shall have the meaning stated in Minnesota Statutes, section 504B.178.

(14) Single Month Rent shall have the following meaning: for a lease in which rent is paid once each month in the same amount, single month rent means that amount. When a tenant's rent is supplemented by a rental subsidy, rent means the total contract rent for the dwelling unit. For a lease in which rent is paid once each period in the same amount but the period is not one (1) month, single month rent means that the amount paid per period divided by the number of days in the period and then multiplied by thirty (30). For other leases, single month rent means the total amount of rent due under the anticipated length of the lease divided by the number of days in the anticipated length of the lease and then multiplied by thirty (30).

(15) Substantially Equivalent Replacement Unit shall mean a dwelling unit which is decent, safe and sanitary, contains at least the same number of bedrooms and other living areas as the Displacement Dwelling Unit, and is available at a Substantially Similar Rental Rate within the neighborhood district of the Displacement Dwelling Unit. Perfect comparability is not required.

(16) Substantially Similar Rental Rate shall mean the Displacement Dwelling Unit rental rate plus five percent (5%) or minus ten percent (10%) of the contract rate for a Single Month Rent.

(17) Tenant shall mean an authorized occupant of a residential rental building under a lease or contract, **whether oral or** written.

(18) Tenant Protection Period shall mean the period that commences with the transfer of ownership of an affordable housing building and runs through the end of the ninety (90) calendar days following the month in which written notice of sale is delivered to each affordable housing dwelling unit tenant pursuant to Sec. 193.08(a).

(19) Transfer of Ownership shall mean any conveyance of title to an affordable housing building, whether legal or equitable, voluntary or involuntary, resulting in a transfer of control of the building, effective as of the earlier of the date of delivery of the instrument of conveyance or the date the new owner takes possession.

(20) Termination of Tenancy shall mean the end of a tenancy following a written notice given by a landlord to a tenant requiring the tenant to move, including nonrenewal of lease. **COMMENT: This is a non-transparent, deceptive, convoluted way of hiding that the landlord can no longer**

refuse to renew a lease and is now compelled to accept a business agreement that is clearly not working

Sec. 193.02                    Tenant rights information packets and tenant rights posters.

(a) Tenant rights information packets and posters for landlords and tenants. The Office of Financial Empowerment (the Office) will create and maintain a Tenant Rights Information Packet that includes:

(1) A summary of the City of Saint Paul Chapter 193 (Tenant Protections), the Minnesota Attorney General's booklet on Landlords and Tenants Rights and Responsibilities pursuant to Minnesota Statutes §504B.275, and a summary of federal fair housing laws describing the respective rights, obligations, and remedies of landlords and tenants thereunder; and

(2) A list of tenant resources, including but not limited to: information regarding community organizations, government departments, and other entities and organizations that tenants can use to support their housing stability, seek legal advocacy, and provide information or resources for other housing needs.

(b) Tenant Rights Information Poster. The Office of Financial Empowerment will create and maintain a poster summarizing tenant rights and responsibilities that includes a summary of City of Saint Paul Chapter 193 (Tenant Protections).

(c) Online availability. The Office will make the information packets and posters described in Sec. 193.02 available online.

(d) Non-English versions. The poster and packet will be printed in English and any other languages that the department determines are needed to notify tenants of their rights under this chapter.

COMMENT: This compelled speech and it is unconstitutional.

Sec. 193.03.                    Security deposits.

(a) Limit on security deposit amount. No landlord shall demand, charge, accept, or retain from a tenant more than a single month's rent as a security deposit.

(b) Pre-paid rent limitation. No landlord shall demand, charge, accept, or retain from a tenant pre-paid rent an amount that exceeds the equivalent of one month's rent. This provision should not be read to prohibit a landlord from demanding, charging, accepting, or retaining a security deposit, pet deposit, or application fees, pursuant to Sec. 54.03 of the Saint Paul Legislative

Code. COMMENT: How does the CC address the very common situation of a renter assuming that they can use their security deposit as last month's rent? This is such a common misperception that we actually put it into our lease to clarify that this is not possible. Additionally, many of the possible damages easily exceed the amount of one month's rent. Good rental candidates usually are only asked for one month's rent. Riskier candidates are asked for two months because of tangible risks that they have shown in their past. By not allowing the small mom and pop landlord to assess the risk where it is, you are spreading the risk among the good renters. You are forcing good renters to pay for risky and in some cases, bad, renters.

(c) Governing law. Any security deposit furnished herein shall be governed by the provisions of Minnesota Statutes, Section 504B.178, together with this section.

(d) Exception. For applicants who could be disqualified under Sec. 193.04 an owner may charge, accept and retain an additional payment not to exceed one (1) single months' rent in the form of a security deposit or pre-payment as a condition to enter into a lease agreement with the applicant.

Sec. 193.04. Applicant screening guidelines for prospective tenants.

(a) Screening criteria made available. Before accepting applications for rental housing, a landlord must provide written rental screening criteria to all applicants. COMMENT: This is already a standard practice.

(b) Uniform screening criteria. A landlord must apply uniform screening criteria and cannot disqualify an applicant for any of the following reasons:

- (1) Criminal history.
  - a. Any arrest or charge that did not result in conviction of a crime;
  - b. Participation in or completion of a diversion or a deferral of judgment program, including but not limited to: pre-charge or pretrial diversion, stay of adjudication, continuance for dismissal, or a continuance without prosecution;
  - c. Any conviction that has been vacated or expunged;
  - d. Any conviction for a crime that is no longer illegal in the state of Minnesota;
  - e. Any conviction or any other determination or adjudication in the juvenile justice system, except under procedures pursuant to Minn. Stat. § 260B.130.

f. A petty misdemeanor offense is not a criminal offense. For the purposes of this Chapter, a petty misdemeanor cannot be grounds for a denial;

g. Any misdemeanor, gross misdemeanor or felony conviction stemming from the following traffic offenses: reckless driving, driving without a license, driving with a suspended or revoked license, and DUI that did not result in additional charges for injury to a person COMMENT: This can greatly affect the financial viability of the renter. If the CC wants to reduce unnecessary evictions, create financial empowerment, then how does ignoring this FACT, help setup the potential renter for success;

h. Any conviction for misdemeanor or gross misdemeanor offenses for which the dates of sentencing are older than three (3) years; AMENDMENT: Any non-drug, non-weapon, non-theft, non-violent, non-DUI misdemeanor or gross misdemeanor offense

i. Except as indicated in paragraph (j) below, any criminal conviction for felony offenses for which the dates of sentencing are older than seven (7) years; however, a landlord may deny an applicant who has been convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), or for those same offenses that mandate denial of tenancy in federally assisted housing subject to federal regulations, including but not limited to when any member of the household is subject to a lifetime sex offender registration requirement under a state sex offender registration program.

j. Any criminal conviction for the following felony offenses for which the dates of sentencing are older than ten (10) years: first-degree assault (Minnesota Statutes section 609.221), first-degree arson (Minnesota Statutes section 609.561), or aggravated robbery (Minnesota Statutes section 609.245), first-degree murder (Minnesota Statutes section 609.185), second-degree murder (Minnesota Statutes section 609.19), third-degree murder (Minnesota Statutes 609.195), first-degree manslaughter (Minnesota Statutes 609.20, subds. 1, 2, and 5), kidnapping (Minnesota Statutes section 609.25, subd. 2(2)), or first-degree criminal sexual conduct (Minnesota Statutes section 609.342, subds. 1(b) and (g)). Comment: You are therefore allowing sex offenders to live in the community where there are children and/or similar persons who they have violated. You are putting St. Paul residents at risk.

ADDENDUM: The rules for sex offenders per their probation should still apply- in terms of them not being allowed to be within a certain distance of children and/or other people.

## (2) Credit history.

a. Credit score by itself; however, a landlord may use credit report information to the extent the report demonstrates a failure to pay rent or utility bills; or COMMENT: NO credit report can show rent or utility payments so this is not helpful.

**AMENDMENT: Credit score by itself; however, a landlord may use credit report information to the extent the report demonstrates a failure to fulfill payments of any kind and/or a collection of unpaid debts and/or high debt to income ratio.**

Insufficient credit history, unless the applicant in bad faith withholds credit history information that might otherwise form a basis for denial.

(3) Rental history.

a. An eviction action pursuant to Minnesota Statutes Chapter 504 or other equivalents in other states, if the action occurred three (3) or more years before the applicant submits the application., or if the action occurred during the three years immediately preceding submission of the application but did not result in a judgment entered against the applicant.

b. Insufficient rental history, unless the applicant in bad faith withholds rental history information that might otherwise form a basis for denial.

c. If a landlord uses a minimum income test requiring an income equal to two and half (2.5) times the rent or higher, the landlord must allow an exception to that test where the applicant can demonstrate a history of successful rent payment with an income less than two and a half (2.5) times the rent the same or lower ratio of income to rent. **COMMENT: Understand that 2.5 times the rent means that the it is 28% of total income for that renter. Once again this is a clear example of setting up renters for failure. As a financial rule of thumb, if you are using more that 30% of your income for housing (including utilities), you really can't afford to live there and you should look for more affordable options.**

d. Exception. Whenever local, state, or federal funding or loan requirements for tenant screening conflict with any portion of section Sec. 193.04, the funding or loan requirements will take precedence over only those portions in conflict.

Sec. 193.05. Just cause notice for tenants.

(a) Just cause notice. A landlord may not issue a notice terminating tenancy unless the landlord is able to establish one or more of the following grounds:

(1) Non-payment of rent. The tenant fails to Cure the Deficiency after receiving a non-payment notice from the landlord, and the landlord does not pursue a valid non-payment eviction action under Minn. Stat. § 504B.291, subd. 1(a), but decides to terminate tenancy at the end of the lease. **COMMENT: So in this case, the CC wants landlords to immediately file an eviction instead?**

(2) Repeated late payment of rent. The tenant repeatedly makes late payments of rent, no fewer than **five times** **AMENDMENT: 3 times** in a 12-month period. The landlord must provide the tenant with notice following a late payment that a subsequent late payment may be grounds for termination of tenancy. If the tenant continues to make a late payment on no fewer than **five** **AMENDMENT: 3** occasions per year, the landlord must give the tenant notice to vacate at least equal to the notice period outlined in the original lease agreement terms. **COMMENT: So if the renter is in month three of 12 and he's been consistently late, we have to wait until they are in month 5 or over 40% LATE before they can do anything? No bank, contractor, business partner or employee will wait that long before addressing a payment issue.**

(3) Material non-compliance. After receiving a written notice to cease from the landlord, the tenant continues, or fails to Cure the Deficiency, to a material breach of the lease. This subsection shall not diminish the rights of a landlord, if any, to terminate a lease for actions permitted under Minn. Stat. § 504B.281, et seq. **COMMENT: The term "Material" invalidates the actual lease. Does the CC argue that renters are not competent? Therefore they don't understand what a lease is and hence, knows best what are the material parts of the lease vs the immaterial parts?**

(4) Refusal to renew. The tenant refuses to renew or extend the lease after the landlord requests in writing that the tenant do so. The landlord shall give the tenant notice to vacate at least equal to the notice period outlined in the original lease agreement terms following the tenant's refusal to renew or extend the lease. This subsection shall in no way diminish the fifteen to thirty day notice period as required by Minn. Stat. 504B.145 for leases with automatic renewal provisions. **Addendum: The tenant shall have fifteen (15) days to dispute the landlord's refusal to renew.** **COMMENT: Why does it NOT state that the landlord cannot refuse to renew the lease here? Instead it hides this action in the definition of Termination of Tenancy (Definitions - 20).**

(5) Occupancy by property owner or family member. The property owner, in good faith, seeks to recover possession of the dwelling unit so that the property owner or a family member may occupy the unit as that person's principal residence. The property owner or family member must move into the unit within 90 days from the tenant's vacation. If a substantially equivalent replacement unit is vacant and available, that unit must be made available to the tenant at a substantially similar rental rate as the tenant's current lease.

(6) Building demolition and dwelling unit conversion. The landlord (i) elects to demolish the building, convert it to a cooperative provided the landlord complies with



the provisions of Minn. Stat. Ch. 515B, or convert it to nonresidential use; provided that, the landlord must obtain a permit necessary to demolish or change the use before terminating any tenancy, or (ii) the landlord seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion, provided the landlord complies with the provisions of Minn. Stat. Ch. 515B, or (iii) the dwelling unit is being converted to a unit subsidized under a local, state or federal housing program and the tenant does not qualify to rent the unit under that program.

(7) Rehab and renovation. The landlord seeks, in good faith, to recover possession of the dwelling unit that will render the unit uninhabitable for the duration of the rehabilitation or renovation. The landlord must provide **90 days** written notice to the tenant, and shall provide Relocation Assistance to the tenant upon delivery of the written notice. If a substantially equivalent replacement unit is vacant and available in the building, that unit may be made available to the tenant at a substantially similar rental rate as the tenant's current lease.

**AMENDMENT: 60 days**

(8) Complying with a government order to vacate. The landlord is complying with a government agency's order to vacate, order to abate, or any other order that necessitates the vacating of the dwelling unit as a result of a violation of Saint Paul city codes or any other provision of law. The landlord shall provide Relocation Assistance to the tenant upon delivery of the written notice. If a substantially equivalent replacement unit is vacant and available in the building, that unit may be made available to the tenant at a substantially similar rental rate as the tenant's current lease.

(9) Occupancy conditioned on employment. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated.

(10) Exceeding occupancy. Tenant exceeds the occupancy standards under City of Saint Paul Code 34.13, except for that no tenant may be evicted, denied a continuing tenancy, or denied a renewal of a lease on the basis of familial status commenced during the tenancy unless one year has elapsed from the commencement of the familial status and the landlord has given the tenant six months prior notice in writing, except in case of nonpayment of rent, damage to the premises, disturbance of other tenants, or other breach of the lease. Any

provision, whether oral or written, of any lease or other agreement, whereby any provision of this section is waived by a tenant, is contrary to public policy and void.

(b) Landlord responsibilities. All residential tenant leases, except for state licensed residential facilities and subject to all preemptory state and federal laws, shall include the following Just Cause Notice language:

The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove in court that just cause exists. The reasons for termination of tenancy listed in the City of Saint Paul's Just Cause Notice (Sec. 193.05), and no others, shall constitute just cause under this provision. COMMENT: This is compelled speech

(c) Application. This section applies to every written lease, written or oral.

(d) Notice requirements. With any termination notices required by law, landlords terminating any tenancy protected by this Chapter shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

Sec. 193.06. Advance notice of sale (of affordable housing).

(a) Notice of proposed sale. Any owner or representative of the owner who intends to make available for sale any affordable housing building shall notify the Director of the Department of Planning and Economic Development. The notice shall be on a form prescribed by the city stating the owner's intent to make available for sale the affordable housing building and which may include, at the city's sole discretion, some or all of the following information:

(1) Owner's name, phone number, and mailing address;

(2) Address of the affordable housing building that will be made available for sale;

(3) Total number of dwelling units in the building; and

(4) Number and type (e.g., efficiency, one bedroom, two bedrooms, etc.) of affordable housing dwelling units in the building and the contract rent for every dwelling unit in the building.

(b) Manner and timing of notice. The notice shall be mailed, or hand delivered to the Director of the Department of Planning and Economic Development no later than ninety (90) days prior to the affordable housing building being made available for sale. The notice shall also be delivered directly to all affected tenants and include the following language

requirement: "This is important information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord." This advisory must be stated in the notice in the following languages: English, Spanish, Somali, Karen, and Hmong. This notice shall be delivered to all affected tenants no later than ninety (90) days prior to the affordable housing building being made available for sale. Upon request by the tenant, the owner must provide a written translation of the notice into the tenant's preferred language of ones listed above.

(c) Exclusions. This section shall not apply to the sale or transfer of title of an affordable housing building already subject to federal, state, or local rent or income restrictions that continue to remain in effect after the sale or transfer.

#### Sec 193.07 Relocation Assistance.

(a) Relocation Assistance required. If, during the tenant protection period provided in 193.08(b), the new owner of an affordable housing building terminates or refuses to renew any affordable housing dwelling unit tenant's rental agreement without cause, then the new owner shall pay Relocation Assistance.

(b) Relocation Assistance upon written notice of termination. If, during the tenant protection period provided in 193.08(b), the new owner of an affordable housing building raises any affordable housing dwelling unit tenant's rent, or rescreens an existing affordable housing dwelling unit tenant, and the tenant or new owner delivers written notice to terminate the rental agreement because the new owner has determined that the tenant does not meet the new screening criteria, the new owner shall, within thirty (30) days of receiving or delivering written notice of termination of the rental agreement, pay relocation assistance to the tenant.

#### Sec 193.08 Notice of sale (of affordable housing).

(a) Written notice required. When a transfer of ownership occurs, the new owner shall, within thirty (30) days of acquiring ownership of the property, deliver written notice to each affordable housing dwelling unit tenant of the building that the property is under new ownership and all of the following information:

(1) Name, phone number, and mailing address of the new owner.

(2) The following statement: "Saint Paul Code of Ordinances Sec. 193.08 provides for a ninety (90) day tenant protection period for affordable housing dwelling unit tenants. Under Sec. 193.07, an affordable housing dwelling unit tenant may be entitled to relocation assistance from the new owner if the new owner terminates or does not renew (pursuant to the City of Saint Paul Just Cause Notice) the tenant's rental agreement without cause within the ninety (90) day tenant protection period following delivery of this notice. Affordable housing unit tenants may also be entitled to relocation assistance from the new

owner if the owner raises the rent or initiates a tenant screening process within the tenant protection period and the tenant terminates their rental agreement.”

(3) Whether there will be any rent increase within the ninety (90) day tenant protection period with the amount of the rent increase and the date the rent increase will take effect.

(4) Whether the new owner will require existing affordable housing dwelling unit tenants to be rescreened to determine compliance with existing or modified residency screening criteria (pursuant to Sec. 193.04) during the ninety (90) day tenant protection period and, if so, a copy of the screening criteria.

(5) Whether the new owner will terminate or not renew rental agreements without cause during the ninety (90) day tenant protection period and, if so, notice to the affected affordable housing dwelling unit tenants whose rental agreements will terminate and the date the rental agreements will terminate.

(6) Whether, on the day immediately following the tenant protection period, the new owner intends to increase rent, require existing affordable housing dwelling unit tenants to be rescreened to determine compliance with existing or modified residency screening criteria, or terminate or not renew affordable housing dwelling unit rental agreements without cause.

(b) Tenant Protection Period. The Tenant Protection Period commences with the transfer of ownership of an affordable housing building and runs through the end of the ninety (90) calendar days following the month in which written notice of sale is delivered to each affordable housing dwelling unit tenant pursuant to this Section.

(c) Delivery of notice to Department of Safety and Inspections. This same written notice shall be furnished to the Director of the Department of Safety and Inspections at the same time notice is delivered to tenants. The new owner or representative of the new owner of an affordable housing building shall not terminate or not renew a tenant's rental agreement without cause, raise rent, or rescreen existing tenants during the tenant protection period without providing the notices required by this section. The notice shall also include the following language requirement: “This is important information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord.” This advisory must be stated in the notice in the following languages: Spanish, Somali, Karen, and Hmong. Upon request by the tenant, the owner must provide a written translation of the notice into the tenant's preferred language of ones listed above.

Sec. 193.09 Enforcement, penalties, and prohibitions.

(a) Private right of action created Penalties for violation. In addition to any other remedy available at equity or law, failure Failure to comply with the provisions of this Chapter may result in criminal prosecution, and/or administrative fines and restrictions. In addition, any

tenant aggrieved by a landlord's noncompliance with this Chapter may seek redress in any court of competent jurisdiction to the extent permitted by law.

(b) Damages for violation of 193.05, Just Cause. A landlord who terminates a tenancy using a notice which references Sec. 193.05 as the ground for termination of tenancy, without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy, shall be liable to such tenant in a private right of action for damages equal to relocation costs under Sec. 193.07(b), costs of suit or arbitration, and reasonable attorney's fees.

(c) Administrative fines and notice requirement for violation of 193.08, Notice of Sale. A violation of Sec. 193.08 as to each affordable housing dwelling unit shall constitute a separate offense. A notice of violation shall not be required in order to establish or enforce a violation of the section. Notwithstanding any other provision to the contrary, the administrative fine for a violation of Sec 193.08 shall be the sum of the applicable amount of Relocation Assistance. Within thirty (35) days after receipt of this money by the City, the City shall pay to the displaced tenant of the affordable housing dwelling unit for which the violation occurred an amount equal to the Relocation Assistance as defined by this Chapter.

(d) Prohibition of waiver. Any lease provision which waives or purports to waive any right, benefit or entitlement created in this Chapter shall be deemed void and of no lawful force or effect.

(e) 'No just cause' as lawful defense. In any action commenced to non-renew or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such non-renewal of lease or termination as required in this Section.

(f) Mutual termination. This Section does not preclude a landlord and tenant from agreeing to a mutual termination.

COMMENT: This is a huge barrier to mom and pop landlords who are at the cusp of expanding their business. These are the good landlords that will actually care to solve the issues surrounding rental accessibility.

Sec. 193.10

Evaluation

(a) The OFE shall conduct an evaluation of the impact of this chapter to determine if the section should be maintained or amended. The evaluation shall demonstrate the section's impacts, if any, on the ability of low-income persons, persons of color, and persons with limited English proficiency to obtain housing, Addendum: small business ownership of rental property, market supply of available units, and the overall availability of affordable housing in the city and known data on the compliance and known violations of the ordinance. The OFE may retain an

independent, outside party to conduct the evaluation. **Addendum: The evaluation will include mandatory comments from members including housing experts, renters, small business rental property owners, large rental property owners.** The evaluation shall be conducted 18 months following the effective date of this chapter, and be submitted to the City Council within two and one-half years following the effective date.

Sec. 193.11                      Budget

(a)                      Within 90 days after passage of this section, the OFE shall present to the Council the costs of implementing this section, including education and enforcement, and will propose a budget equal to these costs for the Council's consideration for every year beginning in 2021.

Sec. 193.12                      Exemptions.

Sec. 193.13 Implementation Task Force Created

(a)                      The Office of Financial Empowerment (OFE) shall convene an Implementation Task Force made up of **Addendum: equal parts** tenants, landlords and tenants' and landlords' advocates to propose rules and an implementation plan for this chapter, including a plan for educating landlords and tenants about the provisions in this section. **Addendum: Selection of the Implementation Task Force will be publicly announced and be open to public review and comment for 30 days before the deployment of the task force.**

Sec. 193.14                      Severability.

(a) If any section, clause, provision, or portion of this Chapter is determined to be invalid or unconstitutional by a court of competent jurisdiction, that section, clause, provision, or portion

shall be deemed severed from the Chapter, and such determination shall not affect the validity of the remainder of the Chapter.

### SECTION 3

This Ordinance will take effect and be in force on January July 1, 2021 following its passage, approval, and publication.