

**From:** [Zimny, Joanna \(CI-StPaul\)](#)  
**To:** [Harriel, Torrance \(CI-StPaul\)](#); [Imbertson, Mitchell \(CI-StPaul\)](#); [Neis, Adrian \(CI-StPaul\)](#); [Perucca, James \(CI-StPaul\)](#); [Shaff, Leanna \(CI-StPaul\)](#); [Wiese, Angie \(CI-StPaul\)](#)  
**Subject:** FW: Alberta Vaughn Order - 922 Woodbridge  
**Date:** Wednesday, February 23, 2022 3:32:00 PM  
**Attachments:** [image001.png](#)

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Please note that 922 Woodbridge will receive an additional extension to complete repairs (to may 15, 2022), so the property will need a new reinspection date (it was previously to April 1)

Thanks!  
Joanna

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**From:** Zimny, Joanna (CI-StPaul)  
**Sent:** Wednesday, February 23, 2022 3:30 PM  
**To:** alexsandra@urbanrent.com  
**Cc:** Vang, Mai (CI-StPaul) <mai.vang@ci.stpaul.mn.us>  
**Subject:** RE: Alberta Vaughn Order - 922 Woodbridge

Ms. Felt,

I just spoke to the hearing officer, because you completed the required items from the January 4 orders, Ms. Moermond will process a resolution extending until May 15 2022 for the balance of the orders. That gives you a couple of weeks after they vacate to finish repairs.

Please note that you should return your smoke alarm affidavit ASAP, as that was the only item on the list that wasn't completed.

Thank you,  
Joanna



**SAINT PAUL**  
**MINNESOTA**

**Joanna Zimny**

Legislative Hearing Executive Assistant  
Legislative Hearing Office  
Pronouns: she/her/hers  
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15 W. Kellogg Blvd.  
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Please consider the environment before printing this email

**From:** [alexsandra@urbanrent.com](mailto:alexsandra@urbanrent.com) <[alexsandra@urbanrent.com](mailto:alexsandra@urbanrent.com)>

**Sent:** Tuesday, February 22, 2022 9:29 AM

**To:** Zimny, Joanna (CI-StPaul) <[joanna.zimny@ci.stpaul.mn.us](mailto:joanna.zimny@ci.stpaul.mn.us)>

**Subject:** FW: Alberta Vaughn Order

**Think Before You Click:** This email originated **outside** our organization.

Hi Joanna,

I had an appeal that was approved for the inspection items that extended me until April 1<sup>st</sup>. It is now a settled agreement that the tenants may remain in the unit until April 30, 2022 unless they are non-compliant. I am wondering if there's anything I can do, or anyway I can get this appeal extended further until these tenants are completely gone from the property due to the fact that majority of the list is comprised of damages from these tenants that need repairs and if we get them repaired while they're still living there, it could end up being a financial loss to the owner if they damage what we repair. Please let me know if there's anything that I can do, thank you so much.

Best regards,

*Alexsandra F.*

Property Manager & Real Estate Agent

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612-388-6281

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**From:** H.A.Kantrud <[hakantrud@protonmail.com](mailto:hakantrud@protonmail.com)>

**Sent:** Friday, February 18, 2022 8:56 AM

**To:** Urban Enterprises, Inc. <[Alexsandra@urbanrent.com](mailto:Alexsandra@urbanrent.com)>

**Subject:** Alberta Vaughn Order

Here we go!

"Conservatives pride themselves on resisting change, which is as it should be. But intelligent deference to tradition and stability can evolve into intellectual sloth and moral fanaticism, as when conservatives simply decline to look up from dogma because the effort to raise their

heads and reconsider is too great." William F. Buckley

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State of Minnesota

District Court

County of Ramsey

Second Judicial District

Noah Chappell, Urban Enterprises,  
Plaintiff,

**DECISION & ORDER**

vs.

Alberta Vaughn, Dominic Davis, John Doe,  
Mary Roe,

**Case No.: 62-HG-CV-22-144**

Defendant.

**Case Type: Eviction (UD)**

This matter came on for a hearing before Referee Bergstrom on February 17, 2022. Based on the relevant files, argument of counsel, and the proceedings held herein, the Court makes the following:

**PLAINTIFF(S):**

- \_\_\_\_\_, appeared on his/her own behalf.
- \_\_\_\_\_, appeared represented by and with counsel, \_\_\_\_\_
- counsel, Alan Kantrud, Esq., appeared on behalf of Plaintiff.
- did not appear and is in default.

**DEFENDANT(S):**

- Alberta Vaughn, appeared on his/her own behalf.
- \_\_\_\_\_, appeared represented by and with counsel, \_\_\_\_\_.
- did not appear and is in default.
  
- Other:

**THE COURT FINDS AND ORDERS THAT:**

1.  **SETTLEMENT.** The parties have reached a settlement agreement, which is approved and incorporated into this Decision and Order.
  - Settled through Mediation (See attached settlement agreement)
  - Settled by the Litigants (See attached settlement agreement)
  - Settlement terms are as follows:
    - a. Defendants may remain in the unit April 30, 2022 and will arrange a walk through of the unit with the Plaintiff before they leave.
    - b. Defendants shall pay February rent in the amount of \$1400 on or before February 24, 2022. If Defendants choose to stay in the unit for March and April, Defendants will pay rent for those months according to the lease terms.

- c. Defendants shall remedy issues associated with the functionality of the smoke detectors.
  - d. Defendants shall unbarricade any obstructed access points on the property.
  - e. Landlord shall arrange with tenants to repair the light fixture.
  - f. This matter shall be made confidential immediately.
  - g. If Defendants comply then this matter shall be dismissed and plaintiff will not oppose expungemen.
  - h. If Defendants do not comply then the Plaintiff may file an Affidavit of Non-Compliance and a writ may issue. The matter will also revert back to public.
2. **SERVICE.** On review of the record:
- Landlord properly served the Summons and Complaint.
  - Landlord failed to strictly comply with service requirements of Minnesota Statute § 504B.331 and this matter must be dismissed. See *Koski v. Johnson*, 837 N.W.2d 739 (Minn. Ct. App. 2013).
3. **COMPLAINT.** The allegations in the Complaint:
- are true.
  - have not been proven by Plaintiff.
  - have been proven by Plaintiff.
  - have been admitted by Defendant.
  - have been denied by Defendant.
4.  The tenant has breached the lease as follows:
5.  The statutory covenants of habitability have been breached as follows:
- a.
6.  This matter is **DISMISSED**:
- WITHOUT**  **WITH** prejudice. Dismissal is appropriate due to:
  - Defendant's failure to appear; or
  - for payment.
7.  Plaintiff is entitled to recovery of the property plus filing fees and service costs paid for this court action.
8.  This case shall be made immediately confidential.
9.  Upon compliance and filing of an affidavit of compliance, this case may be expunged.
10. **THE WRIT OF RECOVERY** shall:
- issue immediately
  - issue after
  - issue if any of the above settlement conditions are not met

11.  **The parties have not reached an agreement regarding the underlying claims and issues. However, the parties do agree to a continuance to permit tenant to apply for rent help.**

- a. The parties understand and agree to the following:
- i. The case shall be made confidential immediately upon the conclusion of this hearing;
  - ii. The case shall be stayed pending approval or rejection of the rent help application, or, alternatively shall be stayed until June 01, 2022;
  - iii. Plaintiff **may** file an affidavit requesting a hearing, **or** may file for this case to be dismissed upon receiving result of rent help application;
  - iv. In the event that Plaintiff does not file an affidavit by June 01, 2022, the case shall be automatically dismissed and expunged.

12.  Other:

The foregoing shall constitute entry of the order of the Court.

Let Judgment Be Entered Accordingly.

Recommended by:

By the Court:

\_\_\_\_\_  
Kathryn Bergstrom  
District Court Referee

\_\_\_\_\_  
District Court Judge

I hereby Certify that the above Order Constitutes the entry of Judgement of the Court.

Michael F. Upton, Court Administrator

\_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date