September 8, 2025

Council President Rebecca Noecker — *Via email to ward2@ci.stpaul.mn.us*
Councilmember Anika Bowie — *ward1@ci.stpaul.mn.us*
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Saint Paul City Hall
15 West Kellogg Blvd.
Saint Paul, MN 55102

Re: Objection to the Legislative Hearing Officer's Recommendation

Dear Councilmembers:

Please see the enclosed Objection to the Legislative Hearing Officer's September 4, 2025 recommendation in the rent-stabilization appeal of Residents living at 934 and 942 Ashland Avenue.

Appellants, along with their counsel, plan to appear in-person at the September 10, 2025 City Council meeting. The current agenda for the Council meeting separates the appeal by unit, resulting in 8 separate appeals. Because of the overlapping nature of Appellants' arguments, and the fact that appeal materials and the legislative hearing were combined, we ask that the following items be removed from the Consent Agenda and have their hearings and discussion occur together, prior to any vote on the appeal(s): 33 (RLH RSA 25-8), 34 (RLH RSA 25-10), 36 (RLH RSA 25-13), 37 (RLH RSA 25-14), 38 (RLH RSA 25-16), 39 (RLH RSA 25-15), & 40 (RLH RSA 25-17).

Agenda item 35 (RLH RSA 25-12) is not being objected to and can remain on the Legislative Hearing Consent Agenda.

Best regards,

s/ Abbie Hanson
s/ Emily Curran
Attorneys, Housing Justice Center

CC: Office of the Legislative Hearing Officer, *via email at RentAppeals@ci.stpaul.mn.us*

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651.391.8393 • ahanson@hjcmn.org

OBJECTION TO THE LEGISLATIVE HEARING OFFICER'S RECOMMENDATION

The Ashland Apartments are a group of three buildings, that house 12 rental units. All three buildings are owned by Judith Day ("Landlord"[1]). On April 28, 2025, the Department of Safety and Inspections ("DSI") approved, through a single determination, an apartment-wide rent increase of **28.52%.** The approved increase is nearly ten times the 3% increase generally allowed under the City of Saint Paul's Rent Stabilization Ordinance ("Ordinance").

The Residents[2] of Ashland Apartments were shocked when they learned of the 28.52% increase. As described more below, the Residents' units, along with the buildings' common areas and exterior spaces, had—and continue to have—significant habitability problems, including, but not limited to: water intrusion, crumbling walls, broken windows, floors with large holes, bulging walls and ceilings, and rotted window and door frames. If the rent increase approved by DSI is implemented, Residents each would have to pay approximately $3,000 to $4,000 more per year to live in their same apartment.

Unit	Resident	Approved Increase	Current Monthly Rent	Monthly Rent After Approved Increase	Additional Rent Paid over 1 Year if Approved Increase Implemented
1	Jill Ackerman	~~52.2%~~[3] 28.52%	$1,200	$1,542	$4,104
~~2~~ 5	Vincent Cornell	~~52.2%~~ 28.52%	$875	$1,124	$2,988
8	Kayla Simonson	28.52%	$1,100	$1,413	$3,756
9	Jessica Skaare	28.52%	$1,100	$1,413	$3,756
10	Autumn Buel	28.52%	$1,100	$1,413	$3,756
11	Chloe Cable & Samuel Perkins	28.52%	$1,200	$1,542	$4,104
12	Lillian Johnson & Eleanor Rowen	28.52%	$1,000	$1,285	$3,420

Residents appealed the Department's determination, providing written, visual, and oral evidence of the buildings' habitability problems. The Hearing Officer herself recognized that **"property conditions evidenced in the appeal were significant in nature**." (p. 3) And on September 4, 2025, a fire inspector report was released identifying serious concerns at the property. (See Exhibit A) Yet despite Residents' evidence, the inspection report, and her own recognition of significant habitability problems, the Hearing Officer recommends that Residents' appeal be denied. Her decision, as discussed more below, incorrectly concludes that the significant habitability problems present at Ashland Apartments do not preclude the grant of a rent-cap exception under the Ordinance. **Residents ask that the Council reject the Hearing Officer's recommendation and grant their appeal.**

[1] Ms. Day owns Ashland Apartments. Scott Day is the current party in control of Ashland. "Landlord" will be used to refer collectively to Ms. Day and Mr. Day, as both qualify as a "landlord" under the Ordinance. SPLC § 193A.03(n).
[2] "Residents" refers collectively to Jill Ackerman, Vincent Cornell, Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins, Chloe Cable, Lillian Johnson, and Eleanor Rowen.
[3] The Hearing Officer's recommendation incorrectly identifies the units subject to a 52.16% rent increase. Units 6 & 7 were approved for a 52.16% increase. The resident living in Unit 6 withdrew his appeal. Unit 1 and Unit 5 (which is incorrectly identified in the Hearing Officer's recommendation as Unit 2) are subject to a 28.52% increase.

ARGUMENT

Although landlords can request an exception to the rent cap based on their right to a reasonable return on investment, *see* SPLC § 193A.06(a), the Ordinance mandates that DSI consider the habitability of the impacted building when evaluating whether a landlord qualifies for a rent-cap exception. The requirement that DSI consider the habitability of a building appears at least three times in the Ordinance.

First, the Ordinance requires that DSI's "[r]ationale for deviations from the limitation on rent increases **must** take into account [] **Substantial deterioration** of the rental unit other than as a result of normal wear and tear." SPLC § 193A.06(a)(7).[4] "Must" means the requirement is mandatory. Minn. Stat. § 645.44, subd. 15a; SPLC § 2.18 (adopting state definitions).

Second, the Ordinance requires that DSI's "[r]ationale for deviations from the limitation on rent increases **must** take into account [] Failure on the part of the landlord to provide adequate housing services, or to **comply substantially with applicable state rental housing laws, local housing, health, and safety codes**, or the rental agreement." SPLC § 193A.06(a)(8). Again, "must" means the requirement is mandatory.

And third, the Ordinance is unequivocal that before any application for an exception can be approved, a landlord must comply with the implied warranty of habitability: "**The city will not grant an exception to the limitation on rent increases for any unit where the landlord has failed to bring the rental unit into compliance with the implied warranty of habitability in accordance with Minn. Stats. § 504B.161.**" *Id.* § 193A.06(c). The implied warranty of habitability, requires, among other things, that a landlord keep residential apartments "fit for the use intended," "in reasonable repair," and "in compliance with the applicable health and safety laws." Minn. Stat. § 504B.161, subd. 1(a)(1), (2), (4). In other words, the Ordinance requires that before a landlord can obtain any exception to the 3% rent-increase cap, the landlord must first establish that the relevant rental units are "fit for the use intended," "in reasonable repair," and "in compliance with the applicable health and safety laws."

Residents' arguments for why Landlord should not receive a 28.52% rent increase mirror the habitability provisions above. **First**, DSI failed to consider the "substantial deterioration" of Ashland when it approved a 28.52% rent increase.[5] SPLC § 193A.06(a)(7). **Second**, DSI failed to consider Landlord's substantial noncompliance with local housing, health, and safety code when it approved a 28.52% rent increase.[6] *Id.* § 193A.06(a)(8). And **third**, Landlord failed to keep Ashland "fit for the use intended," "in reasonable repair," and "in compliance with the applicable health and safety code." As a result, Landlord did not comply with the implied warranty of habitability and the City cannot grant an exception to the rent cap.[7] *Id.* § 193A.06(c).

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[4] All bolded or underlined text indicates emphasis added.

[5] Appellants' Memorandum, pp. 9-11, https://stpaul.legistar.com/gateway.aspx?M=F&ID=b9fe9c42-4b19-4a33-955d-365ede060f4a.pdf.

[6] Appellants' Memorandum, pp. 9-10, https://stpaul.legistar.com/gateway.aspx?M=F&ID=b9fe9c42-4b19-4a33-955d-365ede060f4a.pdf.

[7] Appellants' Memorandum, pp. 2-9, https://stpaul.legistar.com/gateway.aspx?M=F&ID=b9fe9c42-4b19-4a33-955d-365ede060f4a.pdf.

I. The Residents Submitted Overwhelming Evidence that Ashland Apartments Had—and Continue to Have—Significant Habitability Problems.

To support their arguments, the Residents submitted to the Hearing Officer: (1) a legal memorandum explaining their position; (2) an expert report from John Trostle, a housing inspector with over 30 years of experience, who had conducted a three-hour inspection of the property in June 2025; (3) eight declarations from residents living at Ashland; (4) over 100 photographs; and (5) nine videos of the condition problems active at Ashland. At the legislative hearing before the Hearing Officer, Mr. Trostle testified about what he saw during his inspection of Ashland and four of the residents testified to the problematic conditions present at property.

Among the habitability problems testified to, or for which evidence was submitted, were the following: crumbling walls and foundations, water intrusion, mold, windows with broken glass, a wobbly deck, floors with holes or broken tiles, non-weather tight door gaps, bulging walls and ceilings, rotted window and door frames, and windows and doors that did not lock or shut correctly. Pictures[8] of some of these issues appear below:

Left: Mold in communal laundry room

Right: Broken window glass in tenant kitchen

[8] Pictures are taken from Appellants' Declarations, https://stpaul.legistar.com/gateway.aspx?M=F&ID=9ebded10-71a0-4c8c-afaa-5a13cb61073f.pdf, and Appellants' Exhibit 1 – Expert Report of John Trostle, https://stpaul.legistar.com/gateway.aspx?M=F&ID=a5716d8a-5f8d-4bad-a7e9-63e47fcfd150.pdf.

Top: Flooding in exterior entrance to tenant apartment

Middle: Flooding in interior entrance to tenant apartment

Bottom: Damage from water infiltration in tenant kitchen

Clockwise from top left:

Deteriorating wall in interior entrance to tenant apartment
Rotting windowsill
Deteriorating wall in communal laundry room
Large hole in floor of tenant apartment

The above conditions clearly fall into all three of Residents' habitability arguments. For example, the water intrusion and mold issues are likely the result of gaps in exterior surfaces stemming from long-term deferred maintenance.[9] SPLC § 193A.06(a)(7). Mold and water infiltration are, on their face, violations of City Code. *Id.* §§ 34.09(2)(b), (4)(g), .10(1); 193A.06(a)(8). And the presence of mold and water infiltration in a residential building show that the property is neither "fit for the use intended," nor "in reasonable repair." *Id.* § 193A.06(c).

Moreover, the majority of these conditions were <u>not</u> disputed by Landlord at the legislative hearing. Instead, the main contention put forth by Landlord was that he had been *unaware* of the properties' problems. This was surprising to Residents because they had told Landlord about many of the problems. For example, in Vincent Cornell's declaration there are screengrabs of text messages from fall 2024 in which he alerted Landlord of the water intrusion problem in his apartment, a problem which remains to this day.[10] Furthermore, many of the problems were present at Resident move-in, or, as in common areas, are plainly obvious.[11]

On August 14, 2025, approximately one month after the legislative hearing, and two weeks after the Hearing Officer's deadline for supplemental submissions had passed, Landlord submitted to the Hearing Officer a document which notified the Hearing Officer of fixes to two items and claimed all remaining problems at the property were "minor." On August 15, 2025—the very next day—Mr. Cornell captured video of water flooding into his front and back entryways. Screengrabs from the video showing water streaming under a door and pooling outside are below. You can see the full video here: https://stpaul.legistar.com/gateway.aspx?M=F&ID=c8161e6f-9034-4eff-ac11-d5b19bc96ded.mp4.[12]

[9] Appellants' Exhibit 1 – Expert Report of John Trostle, p. 1, https://stpaul.legistar.com/gateway.aspx?M=F&ID=a5716d8a-5f8d-4bad-a7e9-63e47fcfd150.pdf.

[10] Appellants' Declarations (Cornell, ¶¶ 2-4, 6), https://stpaul.legistar.com/gateway.aspx?M=F&ID=9ebded10-71a0-4c8c-afaa-5a13cb61073f.pdf.

[11] Appellants' Declarations (Ackerman ¶¶ 2, 3, 7; Cornell ¶¶ 4, 11; Simonson ¶¶ 3, 10; Skaare ¶ 9; Buel ¶ 2; Perkins & Cable ¶¶ 2, 4, 8; Johnson ¶¶ 3, 6, 7, 9, 10), https://stpaul.legistar.com/gateway.aspx?M=F&ID=9ebded10-71a0-4c8c-afaa-5a13cb61073f.pdf; Meeting Minutes p. 8, https://stpaul.legistar.com/gateway.aspx?M=F&ID=d1d48107-9926-416a-ac08-03e35d4d7eae.pdf (Trostle describing problems as "obvious" and "clear to the naked eye").

[12] Two other videos taken that same day were submitted to Hearing Officer and can be viewed here https://stpaul.legistar.com/gateway.aspx?M=F&ID=3039ec80-7510-4c98-8f21-95e40198762d.mp4 and here https://stpaul.legistar.com/gateway.aspx?M=F&ID=8536e35d-1b79-4768-898d-f3b7f105fbec.mp4.

Clearly, this is not a "minor" problem, and it is concerning that it would be described as such by a landlord. Residents submitted this and other videos to the Hearing Officer.

II. The Hearing Officer Erroneously Interprets and Applies the Ordinance's Habitability Provisions.

Despite the overwhelming evidence of numerous habitability problems, the Hearing Officer recommends that the Residents' appeal be denied. This recommendation results from both a misunderstanding *and* a misapplication of the Ordinance. As noted above, habitability plays an essential role in the Ordinance. Not only must DSI consider **both** a building's "substantial deterioration" and a landlord's failure to "substantially comply" with state and local heath and housing code when evaluating whether to grant an exception to the rent cap, but the City **cannot** grant a greater-than-3% rent increase when a landlord has failed to bring a building into compliance with the implied warranty of habitability. SPLC § 193A.06(a)(7), (8), (c).

In her recommendation, the Hearing Officer incorrectly applies these standards. To begin, the Hearing Officer's only mention of "substantial deterioration" is in a block quote on page 2 of her recommendation. There is no attempt to evaluate whether DSI engaged in the **required** analysis of Ashland's "substantial deterioration" when it chose to grant a 28.52% rent increase. *See* SPLC § 193A.06(a)(7). And, given that Mr. Trostle reported that many of Ashland's problematic habitability "conditions result from **longstanding problems** with these buildings that appear to have **remain unaddressed for extended periods of time**,"[13] the properties clearly exhibit a level of "substantial deterioration" that must be considered.

Next, the Hearing Officer takes issue with the fact that Residents did not provide evidence showing that they had brought a "private action alleging habitability concerns in district court" or had "the city investigate concerns." (p. 4) Putting aside the fact that Residents *did* submit evidence showing that they attempted to have the city investigate habitability complaints,[14] tenants appealing a DSI rent-increase determination on the basis of habitability are **not** required to do either of those things. Nowhere in the Ordinance does it say that a tenant must provide a court judgment or a city-issued code violation letter in order to appeal on the basis of habitability. For the Hearing Officer to impose such a requirement denies Residents of their right to have their rent computed in accordance with the Ordinance.

But beyond unnecessarily requiring court judgments and city-issued correction orders, the Hearing Officer imposed other arbitrary conditions in order to devalue or disregard the immense amount of habitability evidence presented by Residents. In her recommendation, the Hearing Officer says it is "notable" that Mr. Trostle, Residents' housing expert, is not credentialed in a variety of fields. (p. 3) Yet, what is "notable" to Residents is the Hearing Officer's failure to put any value on Mr. Trostle's 25 years of experience as a HUD-Certified Housing Inspector and the three hours that he spent conducting a detailed on-site inspection of the Ashland property. It is also

[13] Appellants' Exhibit 1 – Expert Report of John Trostle, p. 21, https://stpaul.legistar.com/gateway.aspx?M=F&ID=a5716d8a-5f8d-4bad-a7e9-63e47fcfd150.pdf.

[14] Appellants' Declarations (Lillian Johnson, Attachment-Correction Notice), https://stpaul.legistar.com/gateway.aspx?M=F&ID=9ebded10-71a0-4c8c-afaa-5a13cb61073f.pdf. Many problems identified as "abated" by DSI Fire Safety Inspectors as part of this investigation remain. This includes: a water damaged bathroom ceiling, water and caulking damage in the kitchen, a hole in the ceiling of the laundry room, and a mess in the storage room of problems. The fact that reported issues are marked as "abated" yet remain unfixed, dissuades tenants from contacting DSI about complaints.

disconcerting to Residents that the Hearing Officer's recommendation quoted Mr. Trostle as saying "if [Ashland's] habitability issues aren't addressed, **I would be very concerned about my safety if I lived there**," yet, in the same sentence, she concluded that Mr. Trostle had "failed to show" that Ashland Apartments "were in violation of the warranty of habitability."[15] To conclude that Mr. Trostle's testimony was somehow insufficient to show noncompliance with the implied warranty of habitability misunderstands that standard, and it unnecessarily restricts the meaning of "habitability" in the Ordinance. For example, beyond showing that Ashland was not "fit for the use intended" or "in reasonable repair," Mr. Trostle's testimony also supports the conclusion that the property had "substantial deterioration" and was, on its face, not in compliance with multiple City health and safety codes.

Finally, the Hearing Officer arrived at the erroneous conclusion that the "implied warranty of habitability is best determined by a comprehensive Fire Certificate of Occupancy inspection which objectively and clearly distinguishes items which constitute code violations, rather than points of interest." (p. 4) This is both legally and factually untrue.

The words "Fire Certificate of Occupancy" ("FCOO") do not appear in the Ordinance. Nor do these words appear in DSI's implementation rules. And that is because the implied warranty of habitability and an FCOO do not operate as equivalent standards. The implied warranty of habitability ensures a broader set of rights for tenants, including that a residential property be "fit for the use intended" and "in reasonable repair." *See* Minn. Stat. § 504B.161, subd. 1(a)(1), (2). In contrast, the FCOO standard is based on a "points system" that allows properties—even Class A properties—to secure and maintain certificates of occupancy with safety code violations, as long as the "average" point total for units within a property meets a certain threshold. SPLC § 40.05. The City itself recognizes the limitations of an FCOO, explaining that the FCOO "classification system shall be used exclusively for the purpose of establishing a renewal schedule," i.e., when properties are reinspected by the City, and "[c]lassifications shall have no bearing on enforcement actions undertaken by the city, such as notices and orders related to code deficiencies and violation." SPLC § 40.05(4).

Even if the City were to conclude that an FCOO inspection process is the best measure of habitability—a conclusion that Residents strongly contest—the manner in which the FCOO inspection process has been used in this appeal undercuts any truth to that argument. In her recommendation, the Hearing Officer recognized that **"property conditions evidenced in the appeal were significant in nature and clearly warranted further examination by DSI inspectors sooner than later**," noting that a "full" FCOO inspection was scheduled for September 4, 2025. (p. 3) Yet, on the very day the "full" FCOO inspection was scheduled to be performed, September 4, the Hearing Officer released her recommendation denying Residents' appeal. It is a struggle for Residents to comprehend why—after waiting nearly 1.5 months to release her recommendation—the Hearing Officer chose to deny Residents' appeal on the **same day** that the supposed "best measure" of habitability, an FCOO inspection, was being conducted to investigate property conditions at Ashland that the Hearing Officer herself recognized were "significant in

[15] To the extent that the Hearing Officer's conclusion was based on the belief that noncompliance with the implied warranty of habitability can only occur in buildings that are completely uninhabitable, that is legally untrue. *See Ellis v. Doe*, 924 N.W.2d 258, 260 (Minn. 2019) (affirming district court's finding that tenant, *while living at the property*, had demonstrated violations of covenants of habitability involving "cracks in the walls; peeling paint; broken window seals," along with water infiltration causing moisture problems, animal infestation, issues with front door locks, unstable exterior stairs, and broken window panes).

nature."

Instead of waiting, the Hearing Officer—ignoring the volumes of recent evidence submitted by Residents and her own observations that "the property conditions evidenced in the appeal were significant in nature"—concluded that the October 2021 and June 2023 FCOO inspections DSI had merely referenced in their staff report were sufficient measures of habitability for purposes of this appeal. But those years-old inspections say **nothing** about the state of the properties at the time DSI evaluated and granted Landlord a rent increase. In fact, at the time the 28.52% rent increase was granted, 942 Ashland—a supposed "Class A" property—had, among other problems, broken window glass, rotted windowsills, flaking paint presumed to contain lead, cracked walls, larges holes in floors, bulging ceilings and walls, wobbly decks, ungrounded outlets, deteriorating walls in the laundry room, and mold.[16]

III. The Recently-Released Inspection Report Demonstrates that Ashland Apartments Fail to Meet Habitability Standards, Even Under the Hearing Officer's Erroneously Narrow Interpretation of the Ordinance.

Today (September 8), in the course of preparing this Objection to the Hearing Officer's recommendation, Residents received the results of the September 4 building inspection mentioned by the Hearing Officer in her recommendation. (Exhibit A.) The inspection identified at least **23** code violations that the landlord must address within the 934 and 942 Ashland buildings. And these are not minor corrections—the inspector included orders to "scrape and repaint all flaking exterior paint," "patch all foundation cracks," "fill all sidewalk cracks," "scrape/repaint" numerous rooms and pipes within Residents' units, and to repair many windows at the property. What's more, the inspector condemned the back stairs serving one of the Ashland buildings.

Building Address: 934, 936, 940, 942, 944 ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

Code	Conditions to be Corrected
	Scrape and repaint all flaking exterior paint
	pressure wash awnings
	patch all foundation cracks
	Scrape/repaint any exterior flaking wall paint
	940 Back stairs condemned
	Fill all sidewalk cracks
	repair laundry room window

[16] *See* Appellants' Declarations (Kayla Simonson, Jessica Skaare, Autumn Buel, Samuel Perkins & Chloe Cable, Lillian Johnson), https://stpaul.legistar.com/gateway.aspx?M=F&ID=9ebded10-71a0-4c8c-afaa-5a13cb61073f.pdf.

Building Address: 934- 940 ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

- repair Gypsum- Boiler room

Code	Conditions to be Corrected
934	-unit 1/ scrape paint pipe bathroom
	-unit 1 Bedroom / improper BulBs
	-unit 3/ Bdrm/ window sill paint
	-unit 3 pantry / scrape repaint
	-unit 4- scrape repaint living room
	-unit 4 paint window sill
	-unty 4 Scrape repaint Bedroom
	-unit 4, minimize Fire load
fire	-unit 5/ incense in wall
~~BBBs~~	~~-unit 5/ replace Kitchen sink Plumbing/Cook~~
	-remove cords unit 5
	- remove 6- prong adapter unit 5

Building Address: 942/944 ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

Code	Conditions to be Corrected
	-unit 9/ Scrape repaint hallway / Kitchen
	-unit 10/ repaint window sills
	-unit 10/ Scrape repaint Flaking Paint
	-unit 10/ repair Bedroom window
	-unit 10/ repair Kitchen window
	-unit 11/ Scrape repaint wall/ Bedroom door
	-unit 11/ fire load Bedroom
	-clear electric panels- 36"
	-unit 12/ replace Bathroom ceiling tiles

As explained above, the identified code violations are not representative of all of the significant habitability problems at Ashland Apartments, nor are they the only habitability conditions that should have been considered at the property per the unambiguous language of the Ordinance. However, even under the Hearing Officer's limited interpretation of habitability, **Landlord has failed many times over to comply with habitability requirements per City code**. The violations identified in the inspector's report are obvious to any person visiting Ashland Apartments—flaking exterior paint, cracks in the foundation and sidewalks, broken windows—and they were among the many documented habitability problems presented to the Hearing Officer at the legislative hearing nearly two months ago. The inspection confirms what Residents had already shown through voluminous evidence: there are widespread habitability issues at Ashland.

To be clear, even if Landlord were to fully correct all code violations identified in the inspection, the corrections would **not** rectify all habitability problems at the property. For example, the inspection report fails to address the severe water intrusion into the basement entryways for Unit 5—it is difficult to see how filling sidewalk and foundation cracks alone would prevent water from pooling at the entryways and rushing in under the door. And failure to address this issue does not just impact the resident of Unit 5. Water infiltration can cause—and clearly has caused—mold at the property. Exposure to mold is a health concern for other tenants living in that building. The inspection report further did not address a number of other issues documented by Residents, such as gaping holes in the wood floors of numerous resident apartments; the water damage present on walls; mold present in resident bathrooms; loose ceiling lights or lights dangling from wires; non-weather tight door gaps; and wobbly ceiling fans.[17] Not only are these problems clear and obvious, but if these concerns were "forwarded" to DSI, then inspectors should know these problems exist. To not include these concerns—which are still outstanding—in the inspection report, underscores that a FCOO inspection is not the "best measure" of habitability under the Ordinance.

Ultimately, the September 4 inspection report makes clear that DSI never should have granted an exception to the rent-cap in the first place. *See* SPLC § 193A.07(a)(5) (DSI must "conduct any necessary investigation to determine whether rent conforms to the requirements of this chapter", including compliance with habitability standards). The inspection report, together with the myriad of other evidence that Residents have provided, confirms the existence of building-wide habitability problems at Ashland Apartments. As a result, the Ordinance mandates the denial of a rent-cap exception at the property.

IV. The Hearing Officer Erroneously Limited the Scope of the Appeal in Her Recommendation.

Residents brought their appeal on behalf of all tenants at Ashland Apartments. As thoroughly argued in pages 15 to 17 of Appellants' Memorandum,[18] the Ordinance explicitly allows tenants to challenge a building-wide rent increase on behalf of all impacted tenants. Thus, if the Council votes to grant Residents' appeal, the 28.52% rent increase would be disallowed as it applies to all Ashland Apartment tenants.

Furthermore, resident Autumn Buel resided at Ashland Apartments at the time the appeal was submitted and at the time of the legislative hearing. To reason, as the Hearing Officer does, that the appeal applies "only" to Ms. Buel undermines the Ordinance. The 3% rent-increase limit

[17] *See* Appellants' Declarations (Cornell ¶¶ 2, 5, 6, 9; Simonson ¶¶ 4-8; Skaare ¶¶ 4, 6, 8; Perkins & Cable ¶¶ 3-4), https://stpaul.legistar.com/gateway.aspx?M=F&ID=9ebded10-71a0-4c8c-afaa-5a13cb61073f.pdf.
[18] https://stpaul.legistar.com/gateway.aspx?M=F&ID=b9fe9c42-4b19-4a33-955d-365ede060f4a.pdf.

is tied to the *unit*, not to the *tenant*. Moreover, to allow a rent increase to take effect simply because a tenant had to move out during the period between the legislative hearing and the Hearing Officer's eventual recommendation weakens the power of tenant appeals and disadvantages subsequent tenants. A more fulsome analysis of this point can be found in Appellants' August 1 Supplemental Submission, pages 8 to 9.[19]

CONCLUSION

For the foregoing reasons, Residents respectfully request that the City Council reject the Hearing Officer's recommendation, reverse DSI's 28.52% rent-increase determination, and deny Landlord's request for an exception to the rent cap.

Date: September 8, 2025

HOUSING JUSTICE CENTER

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[19] https://stpaul.legistar.com/gateway.aspx?M=F&ID=a82a0cc0-418e-4df4-957f-bd5ff015cabb.pdf.

EXHIBIT
A

EXHIBIT A

Fire Inspection Report

City of Saint Paul
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

Owner Name	Judith Day
Owner Address	1787 Sargent ave
City State Zip	St. Paul ~~MN~~ 55105
Owner Phone	651-269- 9437

License	
Complaint	
C of O	
Date	

Building Address: 942/944 ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

Code	Conditions to be Corrected
	-unit 9/ scrape repaint hallway / kitchen
	-unit 10/ repaint window sills
	-unit 10/ scrape repaint flaking paint
	-unit 10/ repair bedroom window
	-unit 10/ repair kitchen window
	-unit 11/ scrape repaint wall/ Bedroom door
	-unit 11/ fire load Bedroom
	-clear electric panels - 36"
	-unit 12/ replace Bathroom ceiling tiles

Owner or Representative Signature _____

Occupancy Type		**Inspector Signature**	KD/#17
CFO Key		**Reinspection Date**	Tue/Oct 7/1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

EXHIBIT A

Fire Inspection Report

City of Saint Paul
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

Owner Name	Judith Day
Owner Address	1787 Sargent ave
City State Zip	St. Paul ave 55105
Owner Phone	# 651-269-9437

License	
Complaint	
C of O	
Date	

Building Address: 934-940 ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

- repair gypsum - Boiler room

Code	Conditions to be Corrected
934	- unit 1/ scrape paint pipe bathroom
	- unit 1 Bedroom / improper BulBs
	- unit 3/ Barm/ windowsill paint
	- unit 3 pantry / scrape repaint
	- unit 4 - scrape repaint living room
	- unit 4 paint window sill
	- unit 4 Scrape repaint Bedroom
	- unit 4, minimize fire load
1 inch KRBS	- unit 5/ incense in wall
KRBS	~~- unit 5/ replace Kitchen sink plumbing/Good~~
	- remove cords unit 5

- remove 6-prong adapter unit 5

Owner or Representative Signature _____

Occupancy Type		**Inspector Signature**	KD / #17
CFO Key		**Reinspection Date**	~~9/4/25~~ 10/9/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

EXHIBIT A

Fire Inspection Report

City of Saint Paul
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

Owner Name	Judith Day
Owner Address	1787 Sargent ave
City State Zip	St. Paul, mn 55105
Owner Phone	651-269-9437

License	
Complaint	
C of O	
Date	

Building Address: 934, 936, 940, 942, 944 Ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

Code	Conditions to be Corrected
	-Scrape and repaint all flaking exterior paint
	-pressure wash awnings
	-patch all foundation cracks
	-Scrape/repaint any exterior flaking wall paint
	940 Back stairs condemned
	-Fill all sidewalk cracks
	-repair laundry room window

Owner or Representative Signature _____

Occupancy Type		**Inspector Signature**	KD / #17
CFO Key		**Reinspection Date**	~~10/31/24~~ 10/25 - 1:pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***

EXHIBIT A

Fire Inspection Report

City of Saint Paul
Department of Safety and Inspections
375 Jackson Street – Suite 220
Saint Paul MN 55101-1806

Owner Name Judith Day
Owner Address 1787 Sargent ave
City State Zip St. Paul mn 55105
Owner Phone 651-769-9437

License
Complaint
C of O
Date

Building Address: 938/940 Ashland

You are hereby notified to remedy the conditions stated below immediately. A reinspection will be made after the reinspection date stated below. If you consider any of these code requirements to be unreasonable, you may appeal to the Legislative Hearing Officer. Applications for appeals may be obtained at the City Clerks Office, 310 City Hall 651-266-8585 within 10 days of the date of the original orders.

Code	Conditions to be Corrected
	-Heat mandated at 68 degrees
	-unit 6/ scrape and repaint
	-unit 6 repaint whole Bathroom
	-unit 6/remove ac bedroom window X2
	-unit 6/ tenant clean
	-unit 7/ patch paint Bedroom wall
	-hang SD unit 7 Bdrm X2
	-unit 7 patch trim over Kitchen door

Owner or Representative Signature _____

Occupancy Type _____ **Inspector Signature** KD #17
CFO Key _____ **Reinspection Date** 10/7/25 1:00pm

*** * For further information on this report, contact the Fire Inspection Division at 651-266-8989 * ***