

10 Day Notice to Vacate

Date (dd/mm/yyyy): ____01/19/2015____

Tenant's Name: __Lenore Matthews Collaso, Lavelle Collaso

Address of Rental Unit: 670 5th St East, ST Paul, MN 55106_____

This notice is to inform you that your actions have violated the following rules according to the terms of your rental agreement OR endangered the health and safety of another:

1. **Non-smoking policy violation.** Per point 6 E, F of your Lease, there must be no smoking or pets at the premises. Landlord has the right to evict tenant for this violation after serving a 10 Day Notice. Landlord visited the premises on 1/17/15 and saw evidence of smoking inside the house which is strictly forbidden. Smoking inside the property must be stopped immediately. Per point 6E, F of your lease, tenant is responsible for paying all damages resulting from smoking. You are being served 10 Day notice to Vacate.
2. **Must be paid immediately: Unpaid rent for the month of January 2015** \$1,300 + \$105 penalty for rent being over 5 Days Late (per point 3 of your Lease for any unpaid portion of the rent)
3. **Must be paid immediately: Unpaid water bill in the amount of: \$147.05**
(Per city's email on Jan 14, 2015
12/2/14 bill was for the time period of 10/22/14 – 11/26/14 \$66.76
10/22/14 bill was for the time period of 8/1/14 – 10/22/14 \$80.29 plus \$5.31 late charge
There will be additional charges billed for December, January.
4. **Damage to premises.** Our handyman visited the property on 1/16/15. The following damage was reported including, but not limited to: wall damage (holes must be patched, sanded and re-painted), dirty walls and trim (must be re-painted), damaged kitchen flooring, damaged door leading to upstairs deck, several door knobs are loose, toilets damaged, non-working light bulbs throughout the house (bulbs must be changed – per point 8 I of your Lease, batteries and light bulbs are tenant's responsibility), etc.

Estimate for damage is being drafted now and will be sent to tenants. Please do not make attempts to patch walls, paint walls or make professional repairs yourself. That might cause more damage and be more costly to repair.

5. **Tenant unlawfully entering the garage.** Garage door broken. Per point 1 of your Lease, the Lease agreement is for the house only. Garage is not included and cannot be used by Tenant. Nobody is allowed to enter the garage.

You are hereby required to vacate the property within 10 DAYS days. If you fail to do so, legal proceedings will be instituted against you to recover the premises and any relevant damages and costs as allowed by the law (Eviction will be filed).

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the following tenant(s) in possession in the manner(s) indicated below:

[] On _____, I handed the notice to the tenant(s) personally.

[] On _____, after attempting personal service, I handed the notice to a person of suitable age and discretion at the residence/business of the tenant(s), AND I deposited a true copy in the [Name of Your Postal Service], in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence.

[] On _____, after attempting service in both manners described above I placed the notice in a conspicuous place at the residence of the tenant(s) AND I deposited a true copy in the [Name of Your Postal Service] in a sealed envelope with postage fully prepaid, addressed to the tenant(s) at his/her/their place of residence.

Landlord: __Anna Ovsyannikova_, Yevgeniy Ogranovich____612-229-7009 cell, anikova1@gmail.com_____