

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Court File No. 62-HG-CV-14-561

Bee Vue,

Plaintiff,

v.

Felicia Reed, et al,

Defendant.

**STIPULATION
AND ORDER**

STIPULATION

The above-entitled matter came before the Honorable John H. Guthmann for a Housing Court trial on March 24, 2014. Plaintiff appeared pro se and Defendant appeared and was represented by Lisa Hollingsworth, Esq. The parties made some efforts to settle the case after court on March 24, 2014. The Court then asked the parties to come before it for a status conference on April 28, 2014.

After extensive negotiations, the parties were able to reach the following agreement, which was read into the record and adopted as the Court's Order:

1. Of the \$2,645 currently in escrow with the court administrator, \$575 of that money is credited to Defendant as rent abatement. The remaining \$2,070 shall be paid to Plaintiff as payment in full of rent, costs, and court fees through April 30, 2014.
2. Defendant requests that the \$575 in rent abatement that was awarded to her be sent to the Plaintiff as payment in full of her May 2014 rent of \$575 per month.

3. Based upon paragraphs 1 and 2, the Court directs Ramsey County Court Administration to send the entire \$2,645 currently on deposit to Plaintiff addressed to: Bee Vue, 422 Wheelock Parkway #17, St. Paul, MN 55117.
4. Plaintiff shall provide to Defendant the name and telephone number of the pest control company that he has hired to exterminate for roaches. Defendant can call the exterminator if she sees any indication of live roaches. Defendant shall follow the exterminator's instructions to ready the home for extermination.
5. Plaintiff shall immediately examine the extent of the damage to the roof and ceiling of Defendant's home after the recent water leak to the home. He shall immediately take all necessary steps to repair the damage.
6. Plaintiff shall immediately take any necessary steps to ensure that both the front and rear security doors are in proper working order.
7. Plaintiff shall examine Defendant's stove to make sure that all four burners and the oven are in working order. If it is necessary, Plaintiff shall replace the stove with a fully operational stove.
8. For any non-emergency repairs, Defendant shall provide a request for the repairs to Plaintiff in writing by either delivering the request to Plaintiff when he is present in the building or by mailing it to Plaintiff at the address indicated in Paragraph 3 of this Order.
9. For any non-emergency repairs, Plaintiff shall provide a 48 hour written notice of the date and time that he or someone acting on his behalf will enter Defendant's home to perform the repair.
10. Defendant shall immediately notify Plaintiff of any emergency repairs of which she is aware. The parties understand that Plaintiff need not provide advance written notice to

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enter Defendant's home in the case of an emergency. The parties shall cooperate to ensure that Plaintiff has a working key to Defendant's home.

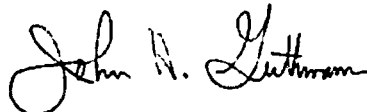
11. Plaintiff shall provide Defendant an amended 2013 Certificate of Rent Paid if any corrections to the CRP are necessary.
12. The Court directs the Ramsey County Housing Court Administration to immediately expunge this eviction record.

ORDER

Upon consideration of the Stipulation of the parties, the Court approves the above Agreement as to content and form and adopts it as the Order of the Court.

Dated: May 8, 2014.

BY THE COURT:



Guthmann, John (Judge)
May 8 2014 10:46 AM

John H. Guthmann
Judge of District Court