

RLH FCO 15-192

Item 78

**Tong P. Yang & Xo Lee Yang**

**15240 S. 68<sup>th</sup> St**

**Hastings, MN 55033**

**Cell:651-485-1485 Fax:651-488-7364**

**Tongpyang@hotmail.com**

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August 10, 2015

RE: 2033 Nokomis Ave  
St. Paul, MN 55119

I'm not satisfy the inspection from City of St. Paul inspector, Mr. Jonathan Gaulke. Mr. Gaulke was inspected my rental house for many time and still not approve for his inspection due to he was always added up the commends whenever he came back for reinspection, this is unfair and a type of hatre.

The house was built 1922 and is now listing at the county as 3 bedrooms( see Exhibit 3)

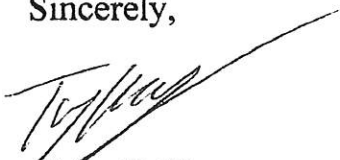
Mr. Gaulke would not approve for the codes(see Exhibit 1):

- 1.The bedrooms ceilings are not high 7 feet.
- 2.The windows are not legal to the standard size.(one of the upstairs window was install by contractor and approve from City Inspector. One window is large enough for escape and no need to change new window) See Exhibit 2

**This is for the appeal hearing against Mr. Gaulke as unfair process and I would need my 2 bedrooms back.**

Thanks

Sincerely,



Tong P. Yang

Exhibit 1

DEPARTMENT OF SAFETY AND INSPECTIONS  
Fire Inspection Division  
Ricardo X. Cervantes, Director



CITY OF SAINT PAUL  
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220  
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989  
Facsimile: 651-266-8951  
Web: [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

August 5, 2015

TONG PAO YANG  
XO LEE YANG  
15240 -- 68TH ST S  
HASTINGS MN 55033-9714

RE: RE-INSPECTION FIRE CERTIFICATE OF OCCUPANCY WITH DEFICIENCIES  
2033 NOKOMIS AVE Ref. # 118784

Your building was re-inspected for the Fire Certificate of Occupancy on July 15, 2015. Approval for occupancy will be granted upon compliance with the following deficiency list. The items on the list must be corrected immediately.

**A reinspection will be made on August 27, 2015 at 2pm.**

Failure to comply may result in a criminal citation or the revocation of the Fire Certificate of Occupancy. The Saint Paul Legislative Code requires that no building be occupied without a Fire Certificate of Occupancy. The code also provides for the assessment of additional reinspection fees.

1. EXTERIOR - WALL - SPLC 34.09 (1) b, c, 34.33 (1) b, c - Provide and maintain all exterior walls free from holes and deterioration. All wood exterior unprotected surfaces must be painted or protected from the elements and maintained in a professional manner free from chipped or peeling paint.-maintain the retaining wall so it doesn't fall and any hazards associated with it from the fire.
2. UPPER LEVEL - BEDROOMS - SPLC 34.13 (1) - Provide and maintain all habitable areas with a ceiling height of 7 feet over 1/2 the floor area.-Measured at 73 inches in both rooms on upper level
3. UPPER LEVEL - BEDROOM - MSFC 1026.1 - Provide and maintain an approved escape window from each sleeping room or area, or discontinue use of area as a sleeping room. This work may require permit(s). Call DSI at (651) 266-8989.-Window measured 19 x 28

Saint Paul Legislative Code authorizes this inspection and collection of inspection fees. For forms, fee schedule, inspection handouts, or information on some of the violations contained in this report, please visit our web page at: <http://www.stpaul.gov/cofo>

An Equal Opportunity Employer

# Exhibit 2



This window was installed and approved from the City Inspector (See the enclosed permit)



# BUILDING PERMIT

PERMIT#: 20 15 022443  
Issued Date: March 31, 2015

**CITY OF SAINT PAUL**  
Department of Safety & Inspections  
375 Jackson Street, Suite 220  
Saint Paul, MN 55101-1806  
[www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)  
Phone: 651-266-8989  
Fax: 651-266-9124

**CONTRACTOR:**

YANGS GROUP CONTRACTOR CORP  
1490 BURNS AVE  
ST PAUL MN 55106

**OWNER:**

TONG PAO YANG  
1086 RICE ST  
SAINT PAUL MN 55117-4922

**PERMIT ADDRESS:**

2033 NOKOMIS AVE  
ST PAUL MN 55119-3528

Inspector: Dave P. N.

Phone: 651-266-9027

Schedule Inspection:  
7:30- 9:00 AM Monday - Friday

SUB TYPE: Single Family Dwelling

WORK TYPE: Repair

State Valuation	\$1,500.00
Interior/Exterior?	Both Int. and Ext.
Change/Expansion of Use?	No
Windows (Replacement)	Yes
Valuation Override	No
Existing Primary Use (Single Family)	R- Single Family Dwelling

Scope of Repair Work	Minor Repair
Structural Work?	No Structural Work
Plan Number	None
# of Windows	1
# of Existing Dwelling Units	1

**FEES**

Permit Fee	67.96
Surcharge B	0.75
<b>TOTAL</b>	<b>\$68.71</b>

INSTALL NEW EGRESS WINDOW UPSTAIRS IN BEDROOM TO MEET CODE. \*\*Windows - Safety Glass is required within a tub or shower enclosure, within 2 feet of doors and adjacent to stairs and stair landings, when the glass is less than 60 inches above a walking or standing surface. See other specifics in Section R308 of the International Residential Code (1- and 2- family dwellings) or Chapter 24 of the International Building Code (multi- family and commercial). NOTE: Smoke alarms shall be installed as specified in the Minnesota State Residential Code, Sec. R313. Call the Area Building Inspector between 7:30- 9:00am (M- F) when work is complete or if any problems/questions arise. NOTE: Per Section 33.04 of the Legislative Code all exterior work must be completed within one year of permit issuance. \*Smoke Alarms are required in all sleeping rooms and outside of each sleeping area in the immediate vicinity of the sleeping rooms. In multi- story or multi- level homes, a smoke alarm is required on each story and in basements. The State Code requires all smoke alarms to be inter- connected and hard wired as per new dwellings unless the exceptions to R317 apply. Exception 1:.....where the alterations or repairs do not result in the removal of the interior wall or ceiling finishes exposing the structure, unless there is a crawlspace, attic or basement available which could provide access for hard- wiring & interconnection without the removal of interior finishes. Exception2: Work on the exterior which does not require entry into the interior for inspection. Note, however, that the St. Paul Legislative Code requires at least one (1) "hard- wired" smoke detector connected to the house wiring. Battery backup must be provided for newly installed "hard- wired" detectors. NOTE ALSO: New or remodeled bedrooms must have electrical outlets with Arc- Fault Circuit Interrupter Protection (AFCI)





**This window is another bedroom, 2<sup>nd</sup> floor, it is double wide window and larger enough to escape.**

This report prepared for you by Kha Yang

Exhibit 3

Customer Full Display, Single Family Residential, MLS #: 3980247

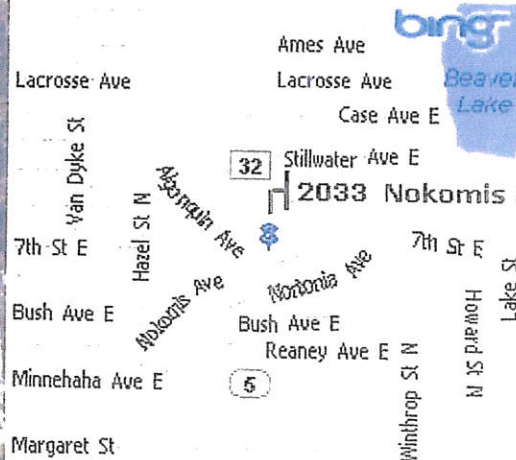
Type: For Sale

2033 Nokomis Avenue, St Paul, MN 55119

Status: Active List Price: \$44,900

Original List Price: \$52,900

Image 1 of 8 Slideshow · Open All



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Map Page: 109

Map Coord: A3

Directions:

Stillwater Rd to Nokomis to home.

(Click icon for Virtual Earth Map)

Supplements are available for this property.

Total Bed/Bath: 3/2 Garage: 2 Year Built: 1922

MLS Area: 716 - SP-Hillcrest/Hazel Park/Daytons Bl  
 Style: (SF) One 1/2 Stories  
 Const Status: Previously Owned  
 Foundation Size: 656  
 AbvGrdFinSqFt: 1,000  
 BelGrdFinSqFt:  
 Total Fin SqFt: 1,000  
 Acres: 0.410  
 Lot Size: 110X164

## TAX INFORMATION

Property ID: 262922340001  
 Tax Year: 2010  
 Tax Amt: \$1,620  
 Assess Bal: \$525  
 Tax w/assess: \$2,146  
 Assess Pend: Yes  
 Homestead: Yes

## General Property Information

Legal Description: SUBDIVISION OF B A&31 BEAVER L LOTS 20, 21 & LOT 22 BLK 2  
 County: Ramsey  
 Postal City: Saint Paul  
 School District: 625 - St. Paul, 651-632-3701  
 Complex/Dev/Sub: Beaver Lots  
 Restrictions/Covts:  
 Lot Description: Tree Coverage - Medium  
 Association Fee: \$  
 Assoc Fee Frequency:  
 Road Frontage:  
 Zoning: Residential-Single  
 Accessibility: None  
 Common Wall: No

## Remarks

Public Remarks: 3 bed 2 bath on a .41 acre corner lot! 2 car garage/workshop w/loft! Some newer windows, formal dining, wood floors, front & back porch, fence & loads of potential. Needs work. Sold "as-is"

## Structure Information

Room	Level	Dimen	Other Rooms	Level	Dimen	Heat:	Fuel:	Air Cond:
Living Rm	Main	13x12				Forced Air	Natural Gas	Central
Dining Rm	Main	11x10						

Family Rm  
 Kitchen Main 12x8  
 Bedroom 1 Main 10x12  
 Bedroom 2 Upper 8x7  
 Bedroom 3 Upper 8x10  
 Bedroom 4

**Bathrooms**

Total: 2 3/4: 0 1/4: 0  
 Full: 2 1/2: 0

Water: City Water - Connected  
 Sewer: City Sewer - Connected  
 Garage: 2  
 Oth Prkg:  
 Pool:

Bath Description: Main Floor Full Bath, Upper Level Bath  
 Dining Room Desc: Living/Dining Room

Family Room Char:

Fireplaces: 0 Fireplace Characteristics:

Appliances: Range, Refrigerator

Basement: Full

Exterior: Wood

Fencing: Chain Link

Roof:

Amenities-Unit: Hardwood Floors, Natural Woodwork, Porch

Parking Char: Detached Garage

Owner is an Agent?: No

In Foreclosure?: No Lender Owned?: Yes Potential Short Sale?: No

Thank you,  
 PRO TEAM REALTY LLC  
 Kha Yang 651-210-7653  
 Vameng Moua 651-246-9456  
 "PROviding PROfessional Service"

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# Property Tax and Value Lookup - Structure Description

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[2013 Value Notice](#)

[2013 Property Tax Statement](#)

[2012 Value Notice](#)

[2012 Property Tax Statement](#)

[2011 Value Notice](#)

[2011 Property Tax Statement](#)

[Minnesota State Form M1PR](#)

**Property Identification Number (PIN)** 26.29.22.34.0001  
**Property Address** 2033 Nokomis Ave  
**Municipality** St. Paul  
**Watershed** Metro Watershed  
**School District Number** 625

## Residential Property:

**Year Built** 1922  
**# of Stories** 1.00  
**Style** Bungalow  
**Exterior Wall** Stucco  
**Total Rooms** 6  
**Total Family Rooms** 0  
**Total Bedrooms** 3  
**Full Baths** 2  
**Half Baths** 0  
**Attic Type** Finished  
**Finished SQ Feet** 886  
**Foundation Size** 656  
**Basement Area Finished**  
**Finished Rec Area**  
**Garage Type** Detached  
**Area (sq.ft.)** 528  
**Parcel Size** .4100 Acres  
**Parcel Width** 164.0000 Feet  
**Parcel Depth** 110.0000 Feet  
**Land Use Code** 510  
**Land Use Description** R - Single Family Dwelling, Platted Lot



## Office Lease Agreement

BY THIS LEASE AGREEMENT, made and entered on this **1 days of November, 2014**, by and between **Tong P. Yang & Xo Lee Yang** herein called LANDLORD(S), and **John Hang** herein called TENANT(S).

LANDLORD(S) leases and rents to the TENANTS(S), and TENANT(S) leases and rent from LANDLORDS(S) Suite Number **1** of the building known as **1088 Rice St. St. Paul, MN 55117**

Situated at **RAMSEY County, State of Minnesota**, on the real estate described as follow:

To be used and occupied by the TENANT(S) as a personal business office, and for no other purpose whatsoever, together with all appurtenances, for a term of **3 years** to commence on **Nov 1, 2014**, and to end on **Oct 31, 2017, at 12** O'clock A M.

The TENANT(S) agree(s) to pay, without demand, to the LANDLORD(S) as rent for the leased premises the sum of **Eight Hundred Dollars (\$800)** payable in equal monthly payments

In advance, in the sum of **\$800**, on the **1<sup>st</sup>** day of each calendar month beginning **Nov 1, 2014 at 1086 Rice St, #2, City of St. Paul, State of Minnesota**, or at any other place the LANDLORD(S) may designate, Provided.

That if the premises are destroyed by fire, this lease shall terminate, but without rebate of rent paid or due and unpaid.

Should the TENANT(S) fail to make the above mentioned payments as specified in this agreement or to pay any of the rent Stated above when due, or shall fail to fulfill any of the promises or agreements contained in this agreement, then re-enter And take possession of the premises and to hold and retain the premises fully and absolutely without the re-entry working a Forfeiture of the rents to be paid and the promises to be performed by the TENANT(S) during the full of this lease.

IT IS FIRST MUTUALL AGREED between the parties as follow:

1. **SERCURITY DEPOSIT.** On execution of this lease the TENANT(S) shall deposit with the LANDLORD(S) **\$100** Dollars receipt of which is acknowledged by LANDLORD(S) as security for the faithful performance by the TENANTS(S) of the terms of the lease agreement. The security deposit shall bear simple interest at the rate of 2.5 percent (2.5%) per year non-compounded, computer from the first day the month next following the full payment of the deposit to the last day of the month of termination of the tenancy. In compliance with M.S.A. 504.20. Subd. 3, the LANDLORD(S) shall, within 3 weeks after termination of the tenancy and receipt of the TENANT(S) mailing address or delivery instruction, return such deposits to the TENANT(S) with interest as above provided, or furnish to the TENANT(S) written statement showing the specific reason for the withholding of the deposit or any portion of the deposit. The LANDLORD(S) may withhold from such deposits only the amounts which are reasonably necessary to remedy the TENANT(S) defaults in the payment of rent or of other funds due to the LANDLORD(S) pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear expected.
2. **QUIET ENJOYMENT.** The LANDLORD(S) promises and agrees that in paying the rent and performing the promises and agreements contained in this agreement, the TENANT(S) shall peacefully and quietly have, hold and enjoy the leased premises for the agreed term.
3. **USED OF PREMISES.** The leased premises shall be used and occupied by no more than the above name or office. Neither the premises, nor any part of the premises shall be used at any time during the term of this lease by the TENANT(S) for the purpose of carrying on any un-notice, illegal or professional trade of any kind, or any purpose other than the above name of business. No obstructions shall be left standing on the common hallways or entryways of said building. The TENANT(S) shall no commit any noise or nuisance whatsoever on the premises to the disturbance of other tenant(s), or keep any animals on the premises.
4. **RIGHT OF ENTRY.** The LANDLORD(S) or designated agent reserves the right to enter leased premises at all reasonable hours during the term of this lease, and any renewal of this lease for the purpose of inspecting the premises and all building improvements on the premises and whenever necessary to make repairs and alteration to the leased premises. The TENANT(S) grants permission to the LANDLORD(S) to show the premises to new rental applicants at reasonable hours of the day, within 30 days of the expiration of the tenancy.

5. **ASSIGNMENT AND SUBLETTING:** Without the LANDLORD(S) prior written consent, the TENANT(S) shall not assign this lease or sublet or grant any concession or license shall not be deemed to be consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession or license without the LANDLORD(S) prior written consent or an assignment or subletting by operation of law, shall be void and the lease shall, at the LANDLORD(S) option, be terminated in compliance with the default provisions contained in this agreement.
6. **UTILITIES.** The TENANT(S) shall not be responsible for paying all utility services required on the premises, except the necessity requirement to provide by the LANDLORD(S) prior to rental.
7. **MAINTENANCE, REPAIRS AND ALTERATIONS.** The LANDLORD(S) promises and agrees (A) that the premises and all common areas are fit for the use intended by the parties'; (B) to keep the premises in reasonable repair during the term of the lease, except when the disrepair has been caused by the willful, malicious, or irresponsible conduct of the TENANT(S) or a person under the TENANT(S) direction or control; and (C) to maintain the premises in compliance with the applicable health and safety laws has been caused by the willful, malicious, or irresponsible conduct of the tenants or a person under the TENANT(S) direction or control. The TENANT(S) agrees: (A) To make no repairs or alterations except with the full knowledge and consent of the LANDLORD(S); (B) To be responsible for and mend at the TENANT(S) own proper cost any and all breakage or damage done to any part of the leased premises of whatever nature; and (C) to replace with as good quality and size and make good at the TENANT(S) own expense any glass broken on the premises during the continuance of this lease. (D) Other:
8. **NON-LIABILITY OF LANDLORD(S).** The TENANT(S) promises and agrees to make no claim, and expressly waive(S) any and all claims against the LANDLORD(S) or on account of any personal injury sustained, or any loss or damage to property, caused by fire, water, deluge or overflow, or explosion, how so ever arising or caused or being within the premises; or for loss of any articles by theft or from any cause from the premises or building. I.
9. **TERMINATION.** The TENANT(S) agree(s) to give the LANDLORD(S) **30** days written notice before the expiration of this lease of the TENANT(S) intention to vacate at the end of this lease, otherwise the LANDLORD(S) shall have the option of continuing this lease for **30** days from the expiration date of this lease and any subsequent expiration.
10. **SURRENDER OF PREMISES.** At the expiration of the lease term, the TENANT(S) shall vacate and surrender the premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear expected.
11. **ABANDONMENT.** If at any time during the term of this lease the TENANT(S) abandon(s) the leased premises, or any part of the leased premises, the LANDLORD(S) may take an option bring an action to recover possession of the leased premises. This action is equivalent to a demand of the rent and a re-entry upon the property. The LANDLORD(S) may hold TENANT(S) liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had been continued in force, and the net rent for that period realized by the LANDLORD(S) by means of relating the premises. If the LANDLORD(S) recovers possession of the leased premises following abandonment of the premises by the TENANT(S) then the LANDLORD(S) may consider any personal property belonging to the TENANT(S) and left on the premises to also have been abandoned. The LANDLORD(S) may then dispose of all the personal property left on the abandoned property in any manner the LANDLORD(S) shall deem proper and the LANDLORD(S) is hereby relieved of all liability for doing so.
12. **DEFAULT.** If any default is making in payment of rent, or any part of a payment at the times specified in the agreement or if any default is making in performance of or in compliance with any other term or condition of this agreement, the lease at the option of the LANDLORD(S) may be terminated and cancelled.
13. **HEIRS AND ASSIGNS.** The promises, agreements and conditions contained in the agreement shall apply to and hind the heirs, legal representative, and assigns of the LANDLORD(S) and the TENANT(S) and all promises and agreements are to be constructed as conditions of this lease.

IN WITNESS WHEREOF, the LANDLORD(S) and TENANT(S) have signed this lease this  
1st day of November 2014

Tong Pao Yang  
Landlord Print Name  
Tong Pao Yang  
Landlord Signature

John Hang  
Tenant Print name  
John Hang  
Tenant Signature