



885 California Ave W

APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

FEB 01 2016

CITY CLERK

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

We need the following to process your appeal:

- ☒ \$25 filing fee (non-refundable) (payable to the City of Saint Paul)
(if cash: receipt number check # 1076)
- ☒ Copy of the City-issued orders/letter being appealed
- ☒ Attachments you may wish to include
- ☒ This appeal form completed
- ☐ Walk-In OR ☒ Mail-In
- for abatement orders only: ☒ Email OR ☐ Fax

HEARING DATE & TIME

(provided by Legislative Hearing Office)

Tuesday, Feb. 16

Time 11 a.m.

Location of Hearing:

Room 330 City Hall/Courthouse

verified w/ Luke on 2/1 - ann
via email

Address Being Appealed:

Number & Street: 885 California Ave. W City: St. Paul State: MN Zip: 55117

Appellant/Applicant: Lejing Wang + Gretchen Vanderlinden-Wang Email: lukelejingwang@gmail.com

Phone Numbers: Business _____ Residence _____ Cell 507-403-9816

Signature: [Signature] Date: 1/27/2016

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why? Attachments Are Acceptable

- ☐ Vacate Order/Condemnation/
Revocation of Fire C of O
- ☐ Summary/Vehicle Abatement
- ☐ Fire C of O Deficiency List/Correction
- ☒ Code Enforcement Correction Notice
- ☐ Vacant Building Registration
- ☐ Other (Fence Variance, Code Compliance, etc.)

Appeal Results of inspection on 1/22/16



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street., Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-1919
Web: www.stpaul.gov/dsi

- Yog hais tias koj hais tsis to taub tsab ntawv no, hu rau tus txhais lus ntawm (651) 266-8989. Nws yog pab dawb zwb.
- Si necessita un traductor, por favor llamanos al (651)266-8989. No costo.

335

January 22, 2016

Lejing Wang/Gretchen Vandrlinden wang
885 California Ave W
Saint Paul MN 55117-3458

Occupant
885 California Ave W
Saint Paul MN 55117-3458

CORRECTION NOTICE

RE: **885 CALIFORNIA AVE W**
File #: **15-187649**

Dear Sir or Madam:

The City of Saint Paul, Department of Safety and Inspections has inspected the above referenced property on **January 22, 2016** and has determined that the following deficiencies exist in violation of the Saint Paul Legislative Code¹ (see footnote 1, below).

1. ZONING. Use of this property does not conform to zoning ordinance. Discontinue use as a duplex and comply with the Enforcement Notice attached.
2. DRYER VENTING. Provide, repair or replace the dryer exhaust duct. Exhaust ducts for domestic clothes dryers shall be constructed of metal and shall have a smooth interior finish. The exhaust duct shall be a minimum nominal size of four inches (102 mm) in diameter and installed in accordance with the mechanical code. This work may require a permit(s). Call DSI at (651) 266-8989.
3. FURNACE: Have a licensed heating contractor service and clean the furnace or boiler and make any necessary repairs. Perform a C/O test on the heating plant. Then, **send the attached form back to the Inspector.** Repair of gas fired appliances requires a permit.

You are hereby notified to correct these deficiencies in accordance with the appropriate codes. The Enforcement Officer will re-inspect these premises on or after **February 22, 2016**, by which date the violations noted must be corrected. **Failure to correct these deficiencies may result in the issuance of criminal charges²** and/or a civil lawsuit, and possible abatement/assessment by the City. All repairs and new installations must be made in accordance with the appropriate codes. Permits may be obtained by calling 651-266-8989.

You may file an appeal to this notice by contacting the City Clerk at 651-266-8585. Any appeal must be made in writing within 10 days of this notice. (You must submit a copy of this Notice when you appeal, and pay a filing fee.)

January 22, 2016
885 CALIFORNIA AVE W
Page 2 of 2

If you have any questions or request additional information, please contact me. To arrange an appointment or request an extension of time to complete repairs, you will need to speak directly to me at 651-266-1940.

Sincerely,

Lisa Martin
Badge # 335

CODE ENFORCEMENT OFFICER

Footnotes:

- ¹ To see the Legislative Code go to www.stpaul.gov on the internet, click on "Departments", then click on "Department of Safety and Inspections", scroll down the page for the "Codes". Most Correction Notices derive from Chapter 34.
- ² Criminal charges can be brought on the day the violation is observed, but generally we allow time to correct unless this is a repeat violation.

lm

WARNING Code inspection and enforcement trips cost the taxpayers money. If the violations are not corrected within the time period required in this notice, the city's costs in conducting a reinspection after the due date for compliance will be collected from the owner rather than being paid by the taxpayers of the city. If additional new violations are discovered within the next following 12 months, the city's costs in conducting additional inspections at this same location within such 12 months will be collected from the owner rather than being paid by the taxpayers of the city. Any such future costs will be collected by assessment against the real property and are in addition to any other fines or assessments which may be levied against you and your property.

cn60100 4/13



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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

Telephone: 651-266-8989
Facsimile: 651-266-9124
Web: www.stpaul.gov/dsi

Enforcement Notice

January 22, 2016

LEJING WANG
885 CALIFORNIA AVE W
SAINT PAUL MN 55117-3458

Re: 885 California Ave W

Dear LEJING WANG:

Information has been received regarding the existence of an illegal dwelling unit at the above referenced address. This property is located in a R3 zoning district.

During an inspection of the property, the following was observed:

The following options are available to bring the property into Zoning compliance:

Remove the illegal dwelling unit from the basement and operate the property as a legal duplex. All applicable building permits must be obtained prior to conducting the required work. The sink, cabinets, and appliances must be removed from the kitchen in the illegal unit. The utilities (gas, water, 220v electric, etc.) in the room that contained the former kitchen must then be capped at the source. The exposed utility lines must be concealed inside the wall or floor and the openings created must be covered with a surface that matches the surrounding finish. Any key locks on doors separating the illegal unit must be removed and replaced with a doorknob that has no lock or the door jam removed and doorway refinished.

If the illegal dwelling unit has been in use for ten (10) years, you may apply for a legal nonconforming use permit from the Planning Commission.

Apply to the Planning Commission to rezone the property. Because rezoning this property would constitute spot zoning, which is prohibited by State Law, the staff recommendation would likely be for denial.

This property must be brought into zoning compliance prior to February 21, 2016. Failure to comply with this order or repeat violations will result in further legal action by this office, including criminal citations to all responsible parties and potential summary abatement proceedings.

I have enclosed a copy of referenced sections of the Saint Paul Legislative Code. You may appeal this order and obtain a hearing before the Board of Zoning Appeals. The application for an appeal must be filed and the fee submitted to the Zoning Administrator within ten (10) days of the date this order was mailed. No appeal may be filed after that date. Applications are available at the Department of Safety & Inspections' main office or on the City of Saint Paul website (<http://www.stpaul.gov>). If you have questions regarding this matter, you may contact me at 651-266-1940.

Sincerely,

Lisa Martin
Code Enforcement Inspector

enc.

January 28, 2016
Legislative Hearing Office
Room 330 City Hall / Courthouse
310 City Hall, 15 W. Kellogg Blvd.
St. Paul, Minnesota 55102

To Whom It May Concern:

We would like to appeal to the correction notice received on January 22, 2016 regarding our home located at 885 California Ave. West, St. Paul, MN 55117. We are writing this letter to provide some relevant facts and information for your consideration.

Background:

My wife Gretchen Vanderlinden-Wang is a social worker in Minneapolis, and I, "Luke" Lejing Wang am a teacher in St. Paul. On August 28, 2015, we purchased the above mentioned single family home. The house has a single split level entrance leading to two floors. And it came with two existing kitchens when we made the purchase. At the time, our realtor went through the property history and revealed the following information:

1. The house has had two kitchens on two levels for more than 12 years. (**Attachment 1**)
2. On 1/21/2010, the house was inspected by the city and deemed as Category 2. Later that year, the new owners John Dahlberg and Patrick Smith renovated the house. Then on 2/17/2011, the house was inspected by the city and deemed compliant to all code requirements. The existence of the second kitchen was never flagged during those inspections. (page 3, **Attachment 2**)

Understanding the fact that this house was meeting all code requirements, we moved into the house in September 2015, and performed no updates to the existing structure of the house.

In October, we brought in a roommate who is a recently divorced friend to share the house with. She rented one bathroom and two bedrooms from us, one for herself and one for her pre-teen daughters who visit on weekends. We share all other living space in the house. (**See attached Lease**)

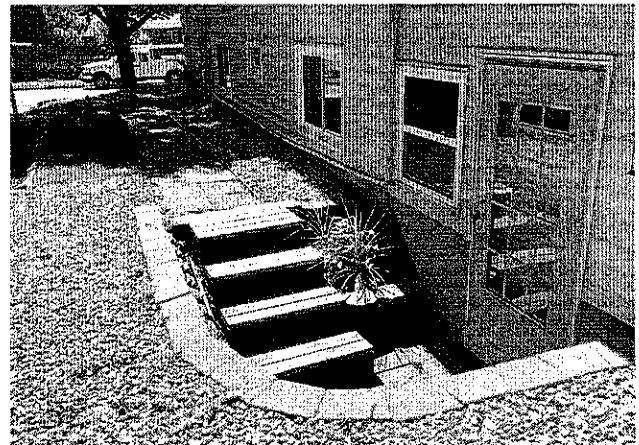
Receiving the Inspection Notice

On December 24, 2015, we received the inspection appointment letter from Officer Lisa Martin. We had a phone conversation on Dec. 29. In our conversation, I was informed that a complaint was made against us for "converting and renting the house as a duplex". I was also informed that, although it would be further examined during the inspection, having a second kitchen in a

single family home is against the zoning codes. Puzzled by the new information, we scheduled the appointment for January 11 at 11:00 am.

On January 12, Officer Martin left me a voice message¹ apologizing for missing the scheduled appointment unexpectedly. Meanwhile, in the message, she says:

"... It is completely up to you if you want to reschedule in the next week or not, or if you want me just to send out the letter. **I did drive by your home. It looks like there's two separate exits and entrances, and it clearly shows that it looks like a duplex. I can send you the letter that it is not zoned properly.** And you can appeal that. Or we can reschedule ..."



Knowing that it is a fire code requirement to have two exits in any single family home, I felt concerned that the message reflected a predetermined decision on her part. Meanwhile, I called back and rescheduled the appointment for January 22, and asked to have no decision made until the visit.

The Inspection

The inspection occurred on January 22. After pointing out the issues with the dryer venting and the needs for a furnace service, Officer Martin remained convinced that the house is operating as a duplex, despite my mentioning of the fact that there is no separation of the two levels of the house, the fact that we have a single gas meter and a single electric meter for the house, and the fact that the long-existing second kitchen was not flagged in both of the prior city inspections before we purchased the house.

¹ Voice Message from 1/12/15: <https://goo.gl/y5Pc4k>

Reasoning for Appeal:

Based on the fact that the second kitchen has existed for more than 12 years, and the fact that the city of St. Paul did not flag it as a zoning violation during its Category 2 inspections back in both 2010 and 2011, we find it to be unjust that we are to be punished and to take full responsibility for its existence, while no such correctional actions were demanded during the past 10 years when the house was owned by two different parties. And we feel misled in purchasing this house with the understanding of the two legal kitchens, and now to suffer the lowered home value due to the demanded corrections.

Further questions about the Correction Notice

On the first page of the correction notice, there is a requirement regarding to the Furnace service. When the service and potential repair is completed, we are asked to "send the attached form back to the inspector".

We are unable to locate the mentioned "attached form" in the three-page correction letter that we received. It would be helpful if we are provided with the stated form during the hearing.

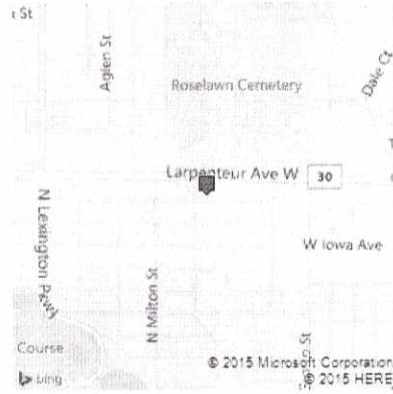
Thank you for taking the time to review this letter and the attached documents. It would be greatly appreciated if you take the above information into consideration during the hearing process.

Sincerely,

Lejing Wang
Gretchen Vanderlinden-Wang

January 28, 2016

885 California Avenue W, Saint Paul, MN 55117-3458

Attachment 1Status: **Sold**List Price: **\$199,900**Sold Price: **\$199,900**Original List Price: **\$199,900**Map Page: **107**Map Coord: **E1**

Directions: **Larpeteur Ave. to Victoria St. south 1 blk-east 2 homes on California.**

Neighborhood: **Como**
 Style: **(SF) Split Entry (Bi-Level)**
 Const Status: **Previously Owned**
 Foundation Size: **884**
 Above Ground Finished SqFt: **884**
 Below Ground Finished SqFt: **884**
 Total Finished SqFt: **1768**

Year Built: **1984**
 Bedrooms: **4**
 Total Baths: **2**
 Garage: **2**
 Acres: **0.00**
 Lot Size: **71 x 87**
 Fire #:

TAX INFORMATION

Property ID: **232923210184**
 Tax Year: **2002**
 Tax Amt: **\$1,401**
 Assess Bal: **\$432**
 Tax w/assess: **\$1,832**
 Assess Pend: **Unknown**
 Homestead: **Yes**

List Date: **11/22/02** Received By MLS: **11/22/02** DOM: **74** PDOM: CDOM:Off Market Date: **02/03/2003**Selling Agent: **Deborah J. Larson**Projected Close Date: **4/30/03**Date Closed: **2/27/03**Selling Office: **Edina Realty, Inc.****General Property Information**Legal Description: **Como W71ft of E166ft of part lying N aline par w/& 314.55ft S of Larp L3B3**County: **Ramsey**School District: **625 - St. Paul, 651-632-3701**

Complex/Dev/Sub:

Common Wall: **No**

Restrictions/Covts:

Lot Description: **Tree Coverage - Medium, City Bus (w/in 6 blks)**Association Fee: **0.00**Association Fee Frequency: **N/A**Assoc Fee Includes: **N/A**Road Frontage: **City, Paved Streets, Curbs, Sidewalks**Zoning: **Residential-Single** Accessibility: **None****Remarks**

Agent Remarks: **Extra photos. to view and print supp-click on photo-then click on link to supplement for all updates info.**

Public Remarks: **Fabulous side split in prime N Como-many updates-new roof & soffit/fascia. New carpet in LR/DR, new tile floor in KT-walkout to deck. Lots of ceiling fans, classy decor-LL open to fam RM/KT, brkfst bar, all appl's stay,big closets, new roof, see suppl.**

Structure Information

Room	Level	Dimen	Other Rooms	Level	Dimen	Heat:	Baseboard, Hot Water
Living Rm	Main	12x12	Deck	Main	6x13	Fuel:	Natural Gas
Dining Rm	Main	12x9	Foyer	Main	6x6	Air Cnd:	Window
Family Rm	Lower	21x12	Second Kitchen	Lower	12x10	Water:	City Water/Connected
Kitchen	Main	12x10				Sewer:	City Sewer/Connected
Bedroom 1	Main	13x11				Garage Stalls:	2
Bedroom 2	Main	11x9				Garage Stall #:	
Bedroom 3	Lower	13x11				Other Parking:	
Bedroom 4	Lower	11x9				Pool:	
			Bathrooms:	Total: 2	Full: 2		
				3/4: 0	1/2: 0	1/4: 0	

Bath Description: **Main Floor Full Bath, Full Basement**

885 California Avenue W, Saint Paul, MN 55117-3458

Dining Room Desc: **Separate/Formal Dining Room, Eat In Kitchen, Living/Dining Room**
 Family Room Char: **Lower Level, Family Room**
 Fireplaces: **0** Fireplace Characteristics:
 Appliances: **Range, Exhaust Fan/Hood, Dishwasher, Refrigerator, Washer, Dryer, Disposal**
 Basement: **Walkout, Full, Finished (Livable), Day/Lookout Windows**
 Exterior: **Hardboard/Masonite**
 Fencing: **Wood, Chain Link**
 Roof: **Asphalt Shingles, Age 8 Years or Less**
 Amenities-Unit: **Deck, Natural Woodwork, Kitchen Window, Vaulted Ceiling(s), Tiled Floors, Washer/Dryer Hookup, Multiple Phone Lines**
 Parking Char: **Detached Garage, Driveway - Concrete, Garage Door Opener**
 Second Unit: **Existing In-Law w/Kitchen, Existing In-Law w/Bath**
 Topography: **Level, Sloped**

Financial**Cooperating Broker Compensation**

Buyer Broker Comp: **2.70 %** Sub-Agent Comp: **0.00 %** Facilitator Comp: **2.70 %**
 Variable Rate: **N** List Type: **Exclusive Right**

Sale Mortgage Information

Sale Financial Terms: **Conventional**
 Sale Loan Amount: **\$179,900**
 Seller Contribution: **\$1,349**

Financial Remarks: **New Financing Needed. Zoned Single Fam Res.**

Owner is an Agent?:

Sellers Terms: **FHA, Conventional, Cash**

Existing Fin: **Conventional**

Listing Agent: **Deborah J. Larson 651-426-8000, 320-**

Listing Office: **Edina Realty, Inc.**

Appt Phone: **651-674-4019**

Office Phone: **651-674-4019**

This Report Prepared By: **Neal L. Lagos 651-245-9915**

Listing History

MLS#	Field	Date Stamp	Old Value	New Value	Property Type
2095131	Status	11/22/2002	incom	act	Single Family
2095131	Status	02/04/2003	act	pend	Single Family
2095131	Status	03/04/2003	pend	closd	Single Family
3938361	Status	06/16/2010	INCOM	ACT	Single Family
3938361	ListPrice	06/16/2010		124900.00	Single Family
3938361	Status	06/22/2010	ACT	CANCL	Single Family
3962195	Status	08/19/2010	INCOM	ACT	Single Family
3962195	ListPrice	08/19/2010		89900.00	Single Family
3962195	Status	08/20/2010	ACT	CANCL	Single Family
3967380	Status	09/03/2010	INCOM	ACT	Single Family
3967380	ListPrice	09/03/2010		89900.00	Single Family
3967380	Status	09/27/2010	ACT	PEND	Single Family
3967380	Status	10/28/2010	PEND	CLOSD	Single Family
4611151	Status	06/12/2015	INCOM	ACT	Single Family
4611151	ListPrice	06/12/2015		259800.00	Single Family
4611151	ListPrice	06/17/2015	259800.00	249800.00	Single Family
4611151	ListPrice	06/26/2015	249800.00	239800.00	Single Family
4611151	ListPrice	07/07/2015	239800.00	239700.00	Single Family
4611151	Contingency	08/04/2015	C-NONE	C-INSPE	Single Family
4611151	Status	08/10/2015	ACT	PEND	Single Family
4611151	Contingency	08/10/2015	C-INSPE	C-NONE	Single Family
4611151	Status	08/24/2015	PEND	CLOSD	Single Family

885 California Avenue W, Saint Paul, MN 55117-3458

County Tax Report

Owner Information

Owner Name: Wang Lejing
Address: 885 California Ave W
Address City + State: Saint Paul, MN

Address Zip Code: 55117
Address ZIP + 4: 3458

Location Information

Municipality: Saint Paul
Subdivision: Como
Section: 23
Township: 29
Range: 23

School District Nm: St Paul
School District: 625

Tax Information

PID: 23-29-23-21-0184

Block #: 3

Special Assessment: \$54

Lot #: 3

Legal Description: W 71 FT OF E 166 FT OF PART LY ING N OF A LINE PAR WITH AND 3 14.55 FT S FROM THE CL OF LARP ENTEUR AVE OF LOT 3 BLK 3

Assessment & Tax

Assessment Year: 2014
Taxable Mkt. Val - Total: \$168,000
Taxable Mkt. Val - Land: \$50,900
Taxable Mkt. Val - Bldg: \$117,100
Estimated Mkt. Val - Tot: \$188,300

Payable Tax Year: 2015
Total Tax: \$2,868

Characteristics

Lot Acres: 0.14
Lot Sq Ft: 6,098
Sq Ft: 1,944
Lot Front: 71
Lot Depth: 87

Land Use - County: Single Family Dwelling Platted
Land Use - CoreLogic: SFR

Last Market Sale & Sales History

Recording Date: 03/28/2003
Deed Type: Warranty Deed Jc
Sale Date: 02/27/2003
Sale Price: \$199,900

Seller Name:
Sale Type:

885 CALIFORNIA AVE W -- Property Information -

PIN		HPC District
232923210184	R3 / R-Single Family Dwelling Legal	

Information disclaimer...

Data Disclaimer:-

The City of Saint Paul and its officials, officers, employees or agents does not warrant the accuracy, reliability or timeliness of any information published by this system, and shall not be held liable for any losses caused by reliance on the accuracy, reliability or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from this system does so at his or her own risk.

List of Activity...

	Address		Details	
99 116459 000 00 CC	885 CALIFORNIA AVE W	Appeal of a Planning Commission decision	City Council Cases Type: Appeal Work Type: Duplex Entered on: 11/17/1999	Appeal Approved
15 187649 ZON 00 CS	885 CALIFORNIA AVE W	Single family home turned into duplex and is being rented out.	Complaint Date: 12/21/2015 Initial Inspection: 12/22/2015 Next Inspection on or after: 02/22/2016 Inspector: 335 Inspection Results (most recent first): 01/22/2016: Maintenance - Interior (Orders) 12/24/2015: Maintenance - Interior (Recheck) 12/22/2015: DSI Zoning Response: Transfer to Checklist Depts	Under Review
15 129103 000 00 TH	885 CALIFORNIA AVE W		Truth In Sale of Housing Inspection (Most Recent) Type: Single Family Dwelling Report Date: Jun 11, 2015 Owner: John Dahlberg/Patrick Smith Evaluator: Brice Staeheli American Central Inspections Smoke Detector Hardwire: Y Documents: 06/12/2015: TISH Page 1 City Information - Cover Sheet 06/23/2015: TISH Evaluator's disclosure Report	Completed
11 246758 EXP 00 B	885 CALIFORNIA AVE W		Building Permit Type: Single Family Dwelling Express Repair Issued Date: 07/05/2011 Final Date: 04/02/2012 Contractor: Homesure Inc State Valuation: \$10,000.00 Activity (most recent first):	Finalized

 Move
Top

			Building Permit Inspection: Final Inspection - Appd	
11 017525 CSO 00 RF	885 CALIFORNIA AVE W	Seasonal issues created from a code compliance inspection.	Referral Type: C of O Entered on: 02/22/2011 Closed on: 10/31/2011	Closed
11 014984 VEN 00 W	885 CALIFORNIA AVE W		Warm Air, Ventilation & General Sheet Type: Ventilation Only Residential Repair/Alter Issued Date: 02/14/2011 Final Date: 02/15/2011 Contractor: Kb Service Co Inc Estimated Value: \$300.00 Activity (most recent first): MAIN-Warm Air/Ventilation Inspection: 02/15/2011: Final	Finaled
11 014469 PLB 00 PG	885 CALIFORNIA AVE W		Plumbing/Gasfitting/Inside Water Piping Type: Plumbing/Inside Water (All) Residential Replace Issued Date: 02/10/2011 Final Date: 02/11/2011 Contractor: Carlson Plumbing Inc Estimated Value: \$600.00 Activity (most recent first): MAIN-Plumbing Inspection: 02/10/2011: Final	Finaled
11 013595 S&C 00 E	885 CALIFORNIA AVE W		Electrical Permit Type: Service & Circuits Residential Repair/Alter Issued Date: 02/08/2011 Final Date: 02/09/2011 Contractor: R C Electric Inc Estimated Value: \$350.00 Activity (most recent first): MAIN-Electrical Inspection: 02/09/2011: Final	Finaled
11 011391 PLB 00 PG	885 CALIFORNIA AVE W		Plumbing/Gasfitting/Inside Water Piping Type: Plumbing/Inside Water (All) Residential Replace Issued Date: 02/01/2011 Final Date: 02/11/2011 Contractor: Carlson Plumbing Inc Estimated Value: \$500.00 Activity (most recent first): MAIN-Plumbing Inspection: 02/10/2011: Final 02/08/2011: Corrections Required 01/26/2011: Approved w/Corrections	Finaled
11 008132 RPR 00 B	885 CALIFORNIA AVE W	The following "Trade" Permits are required for this project: Electrical, W.Air Vent, Plumbing,	Building Permit Type: Single Family Dwelling Repair Issued Date: 01/21/2011 Contractor: John Dahlberg State Valuation: \$8,937.00 Activity (most recent first): Building Permit Inspection: Final Inspection Architectural (R) Review: 01/21/2011: Preliminary Plan Check	Inspected

			01/21/2011: Approved	
11 003851 RPR 00 B	885 CALIFORNIA AVE W		Building Permit Type: Single Family Dwelling Repair Issued Date: 01/28/2011 Final Date: 02/01/2011 Contractor: Ijk Construction And Remodeling LLC State Valuation: \$1,625.00 Activity (most recent first): Building Permit Inspection: Final Inspection - Appd Architectural (R) Review: 01/28/2011: Preliminary Plan Check 01/28/2011: Approved	Finaled
10 929956 VEN 00 W	885 CALIFORNIA AVE W		Warm Air, Ventilation & General Sheet Type: Ventilation Only Residential Repair/Alter Issued Date: 12/07/2010 Final Date: 12/10/2010 Contractor: Perfection Htg & A/C Estimated Value: \$250.00 Activity (most recent first): MAIN-Warm Air/VentilationInspection: 12/08/2010: Final	Finaled
10 919244 S&C 00 E	885 CALIFORNIA AVE W		Electrical Permit Type: Service & Circuits Residential Repair/Alter Issued Date: 11/05/2010 Final Date: 01/31/2011 Contractor: R C Electric Inc Estimated Value: \$2,000.00 Activity (most recent first): MAIN-Electrical Inspection: 01/31/2011: Final 11/10/2010: Approved	Finaled
10 412209 000 00 PA	885 CALIFORNIA AVE W	Tall Grass and weeds on the property	Parks Summary Abatement Type: Tall Grass Entered on: 05/25/2010 Closed on: 05/27/2010	Closed
10 307375 000 00 PA	885 CALIFORNIA AVE W	Remove sand from sidewalk. Remove all refuse and paint cans from east side of garage.	Parks Summary Abatement Type: Garbage Rubbish Entered on: 04/16/2010 Closed on: 04/19/2010	Closed
10 114537 000 00 PA	885 CALIFORNIA AVE W	Remove snow and ice from public sidewalk full width, salt and sand as needed.	Parks Summary Abatement Type: Snow Ice Entered on: 03/01/2010 Closed on: 03/02/2010	Closed
10 011274 VB2 00 VB	885 CALIFORNIA AVE W	Feb 17, 2011: Code Compliance Approved Letter; Vacant Building	VB Event Log: 01/21/2010: New Category 2 - Single Family Residential 01/21/2010: \$1100 registration fee due on 01/21/2010 03/08/2010: Fee assessed 03/08/2010 and pending for 30 days, until 04/07/2010 07/06/2010: DSI Code Compliance Inspection Fee Paid 07/09/2010: DSI Code Compliance Inspection Completed; Report	Finaled

			<p>Pending on 07/09/2010 07/13/2010: DSI Code Compliance Inspection Report Sent dj 09/27/2010: APPLICATION FEE PAID BY MASTERCARD 09/27/2010: MASTERCARD payment voided. 09/28/2010: APPLICATION FEE RE-PAID BY MASTERCARD 10/13/2010: Sale Review Complete. Permit issuance approved. Buyers: John Dahlberg & Patrick Smith. Building category repairs: \$8,937.00. See Sale Review document on VF folder SOLEYREI 11/05/2010: Electrical Permit Issued 12/07/2010: Warm Air, Ventilation & General Sheet Issued 12/22/2010: \$1100 renewal registration fee due on Jan 21, 2011 01/21/2011: Building Permit Issued 01/21/2011: VB FEE TEMPORARILY WAIVED THRU 02/20/2011 01/28/2011: Building Permit Issued 01/31/2011: DSI Code Compliance Insp-Elect.: Approved 02/01/2011: Plumbing/Gasfitting/Inside Water Piping Issued 02/08/2011: Electrical Permit Issued 02/10/2011: Plumbing/Gasfitting/Inside Water Piping Issued 02/11/2011: DSI Code Compliance Insp-Plbg.: Approved 02/14/2011: Warm Air, Ventilation & General Sheet Issued 02/15/2011: DSI Code Compliance Insp-Mech.: Approved 02/17/2011: DSI: Code Compliance Approved Letter 02/22/2011: Certificate of Code Compliance letter sent with conditions: Repair garage siding and finish garage grading by May 31, 2011. RF sent to Fire Inspection. ml</p> <p>Documents: 09/09/2010: Vacant Building - Code Compliance Report (DSI)</p>	
10 005216 000 00 PA	885 CALIFORNIA AVE W	Remove snow and ice from public sidewalk full width, salt and sand as needed.	Parks Summary Abatement Type: Snow Ice Entered on: 01/12/2010 Closed on: 01/14/2010	Closed
09 513435 000 00 PA	885 CALIFORNIA AVE W	Remove snow and ice from public sidewalk full width, salt and sand as needed.	Parks Summary Abatement Type: Snow Ice Entered on: 12/16/2009 Closed on: 12/17/2009	Closed
06 289706 OBS 00 RW	885 CALIFORNIA AVE W	IF PERMIT IS NOT EXTENDED IN A TIMELY MANNER A	PW Right of Way Permit Type: Obstruction Work Type: Dumpster Entered on: 12/20/2006	Finalized

		DOUBLE FEE WILL BE APPLIED.	Closed on: 12/28/2006	
06 287067 OBS 00 RW	885 CALIFORNIA AVE W	IF PERMIT IS NOT EXTENDED IN A TIMELY MANNER A DOUBLE FEE WILL BE APPLIED.	PW Right of Way Permit Type: Obstruction Work Type: Dumpster Entered on: 12/15/2006 Closed on: 12/22/2006	Finalied
06 280543 OBS 00 RW	885 CALIFORNIA AVE W	IF PERMIT IS NOT EXTENDED IN A TIMELY MANNER A DOUBLE FEE WILL BE APPLIED.	PW Right of Way Permit Type: Obstruction Work Type: Dumpster Entered on: 12/04/2006 Closed on: 12/19/2006	Finalied
06 274375 OBS 00 RW	885 CALIFORNIA AVE W	IF PERMIT IS NOT EXTENDED IN A TIMELY MANNER A DOUBLE FEE WILL BE APPLIED.	PW Right of Way Permit Type: Obstruction Work Type: Dumpster Entered on: 11/22/2006 Closed on: 12/07/2006	Finalied
06 134350 000 00 BZ	885 CALIFORNIA AVE W	A variance of the rear yard setback in order to build an addition on the back of the house where an existing deck/patio is located. A rear yard setback of 25 feet is required, 16 feet is proposed for a variance of 9 feet.	Board of Zoning Appeals Cases Type: Minor Variance Work Type: Single Family Residential Entered on: 09/08/2006	Approved No Appeal
06 027144 NSN 00 SS	885 CALIFORNIA AV W	Ex. E. 95' part of California Ave. of Lot 3 Blk. 3	PW Sewer Permit Type: Sanitary Work Type: New Entered on: 02/17/2006 Closed on: 08/01/1984	Finalied

Buyer likes the location but they just started their search and want to see more options at this time.
Thanks for the showing.

Buyer just started their search but likes this unit. They have it on their short list but also want to see
more options at this time. Thanks for the showing.

Initials LW MRJ

Residential Lease Agreement

This is a legally binding agreement. Read it carefully.

Rental dwelling unit Address:

885 West California Ave. St. Paul, MN 55117
(Two Bedrooms, One Bathroom, and shared space in the rest of the house)

Landlord Address:

885 West California Ave. St. Paul, MN 55117

Landlord :

Leiling Wang, Gretchen Vanderlinden-Wang

Residents: List all persons to be living in the dwelling unit and their dates of birth. Resident(s) agrees that the demised dwelling unit shall be shared by the following persons with the Landlord:

Megan Lewis, Alice Fuller, Livia Fuller

Rental Date: October 1, 2015 Lease Start Date: October 1, 2015

Lease End Date: October 1, 2016 Lease Duration: TWELVE MONTHS

Landlord shall not be held liable to the Residents for damages if Landlord is unable to deliver possession of the dwelling unit on the first day of the term due to the dwelling unit being damaged or unavailable. If the landlord is unable to deliver possession of the residence within 30 days after the first day of the Lease, Residents may cancel the Lease by written notice. If the Landlord is unable to deliver possession of the residence on the first day of the term, due to damage or unavailability, the rent will be pro-rated for the time until possession is transferred.

Charges and Fees:

Cleaning/Security Deposit: \$1200.00 One thousand and Two hundred Dollars

Monthly Rent: \$1200.00 One thousand and Two hundred Dollars

Total Pet Permission Fee: \$ 300.00 Three Hundred Dollars # of Pets: 2

1. Rent:

- **Payment:** Rent is due on the first day of each and every month after this Lease signing, and while Lease is in effect and during an extensions and/or renewals of this Lease. The rent shall be paid to Landlord in one payment per dwelling unit. Money received from Resident will be applied in the order that charges take place, including but not limited to Deposits, Rents, Late fees, Legal Fees, Damages, and any additional charges deemed appropriate by Landlord. Failure to pay will be considered a Lease violation subject to eviction.
- **Who is responsible for rent:** each Resident is individually responsible for paying the full amount of the rent and any other money owed to Landlord. Residents acknowledge that acceptance of rent payment and/or partial payment by Landlord does not/will not waive responsibility and or action resulting from any other Lease violations.
- **Duty to rent after eviction:** if Residents are evicted because Residents violated a term in this Lease, Residents

must still pay the full month rent until 1) the dwelling unit is re-rented, 2) the date of this Lease ends, or 3) if the Lease is month-to-month, the next notice period ends. If the dwelling unit is re-rented for less than the rent due under this Lease, Resident will be responsible for the difference until the date this Lease ends or, if the Lease is month-to-month, until the end of the next notice period.

- **Late payment:** Resident will pay rent and a \$50 late charge if rent is not received by the 4th day of the month. Landlord may terminate Lease by giving 7 days notice in writing to residents at any time if rent is more than 7 days past due. Eviction proceedings will begin on the 14th day of the month if payment is not received. Resident(s) agree to pay in personal check, money order, or cashier's check, with the last month's payment in cashier's check or money order. A \$35 fee will be added for each returned check.
- **Utilities:** The Landlord shall furnish and pay for the following utilities:
 - a. Water
 - b. Sewer
 - c. Trash
 - d. Electric
 - e. Gas

Landlord is not responsible for any loss or damage Resident incurs due to outages or interruptions in utilities provided to unit unless a direct result of negligence of the Landlord. Resident agrees to allow Landlord and its authorized agent access to read meters if necessary. Resident will not terminate, interfere with, or discontinue the supply of utilities to dwelling unit or tamper with any utility metering systems. Violation is a breach of Lease.

2. Use of dwelling unit:

- **Insurance:** Residents hereby acknowledge that they have obtained Renter's insurance and understand the insurance must remain in force at all times during the term of residency in the apartment. Renter's insurance is a requirement of this Lease agreement. Waterbed/tanks are allowed only if the Renter's insurance includes a waterbed endorsement.
- **Subletting and use of dwelling unit:** Residents shall not assign this Lease, or let or sublet all or any part of the dwelling unit nor assign this Lease or any interest in it. Guests staying 14 days or more over the course of the Lease must be approved by Landlord via written consent.
- **Pet Policy:** Landlord and resident agree to amend the Lease to allow Resident to have pet(s) at the leased dwelling unit. Resident understands that no animal/pet shall be kept on or about the dwelling unit without the Landlord's prior written consent. A \$25.00 per day charge will be assessed for any unauthorized pet. The Resident agrees to pay the Landlord an additional one time non-refundable deposit of \$300 for allowing pet (s) on the premises. If Resident fails to comply with pet obligations, Landlord may exercise its rights under the Lease, including lease termination.
- **Crime Free:** Resident, or a guest or other person under the resident's control, shall not engage in illegal activity, on or near said dwelling unit. Residents shall not disturb, annoy, endanger, interfere with other Residents in the building or neighbors, nor use the dwelling unit for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the dwelling unit.
 1. Drug-related criminal activity means the illegal manufacture, sale, distribution, use, purchase or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in the Controlled Substance Act or possession of drug paraphernalia.
 2. Residents, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said dwelling unit.
 3. Residents or members of the household will not permit the dwelling unit to be used for, and shall not engage in the facilitation of illegal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
 4. Residents, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using storing, keeping, purchasing, or giving of a controlled substance at any locations, whether on or near the dwelling unit premises or otherwise, nor shall they engage in any illegal activity, including prostitution, criminal street gang activity,

threatening or intimidating behavior, assault, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other residents or involving imminent or actual serious property damage.

5. VIOLATION OF THE ABOVE CONDITIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be preponderance of the evidence.

3. Condition of dwelling unit premises:

- **Landlord Promises** that the dwelling unit and all common areas are fit for use as a Residential dwelling unit: Landlord will keep the dwelling unit in reasonable repair and in compliance with applicable health and safety codes and make necessary repairs within a reasonable time after written notice by Residents except when damage is caused by intentional or negligent conduct of the Residents or his/her guests; to keep common areas clean and in good repair. Landlord will also be responsible for the lawn mowing and care of the grass.
- **Residents Promises:** Not to damage or misuse the dwelling unit, including its laundry facilities, and waste utilities provided by dwelling unit or allow his/her guests to do so; Not to wallpaper the dwelling unit, or make any structural changes to the dwelling unit without prior written consent of Landlord; To keep the dwelling unit clean; To give written notice to Landlord of any necessary repairs to be made; To notify Landlord immediately of any conditions in the Apartment that are dangerous to human health or safety, or which may damage the dwelling unit or waste utilities provided by Landlord; that when Resident moves out, the dwelling unit will be left in good condition, except for ordinary wear and tear; Not to remove any fixtures or furnishings supplied by Landlord without the prior written consent of Landlord; To cooperate with Landlord efforts at pest control. This may include, among other things, Resident's emptying and cleaning cabinet drawers and closets, pulling furniture away from wall and allowing exterminator to enter and treat the dwelling unit. Residents also promise to take precautions to prevent the introduction of bed bugs to the dwelling unit, including but not limited to the following preventative actions: NOT introducing to the dwelling unit and premises ANY used furniture or other items found on the street or in dumpsters, carefully inspecting any furniture brought into the unit, and inspecting and washing clothes and luggage after returning from travel. Residents will also be responsible for the removal of snow from the walkway area by the lower unit entrance.
- **No Smoking** allowed in the dwelling unit.
- **Common Area:** All sidewalks, yards, entrances, passages, garage, must be unobstructed or otherwise unencumbered and may not be used for any other purpose other than entering and exiting the dwelling unit.
- **Garage:** Landlord has assigned half of the garage to Resident for the term of the lease. Resident agrees Landlord will not be held responsible for occupation of or possessions in said garage.
- **Destroyed or Unlivable dwelling unit:** If the dwelling unit is destroyed or damaged so it is unfit to live in due to any cause, Landlord may cancel this Lease immediately and may choose not to rebuild or restore the dwelling unit. If the destruction of damage was not Resident's fault and Landlord cancels this Lease, rent will be pro-rated and the balance will be refunded for Resident.
- **Changes:** Any changes to dwelling unit need written Landlord approval before and after the work is completed. Resident will not remove any item from its original location within the dwelling unit, including window treatments, water conservation devices (Such as shower heads and toilet centuries), appliances, or any other item(s). Any deviation from written authorization is a ground for eviction and payment for restoration of dwelling unit, including payment of additional/unauthorized utility usage.
- **Additional Wiring:** residents may not install any new phone lines, wires or cable without written permission from Landlord. Any permitted phone lines, wires or cables installed by Residents may not detract from the exterior of the building or be exposed. Residents shall pay for costs associated with the return to single line service upon move out.
- **Lead Warning Statement.** Houses built before 1978 may contain lead-based paint. Lead from paint, paint chips, and paint dust can pose health hazard if not managed properly. Lead exposure is especially harmful to young

children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Residents must also receive a federally approved pamphlet on lead poisoning prevention.

- **Lead Paint disclosure.** Landlord has no knowledge, reports, or records of lead-based paint and/or paint hazards in the housing.
- **Mold and Mildew:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control, keep the dwelling unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the dwelling unit. Resident agrees to clean and dust in the apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the apartment. Residents also agrees to immediately report to the Landlord:
 - a. Any evidence of a water leak or excessive moisture in the dwelling unit, as well as in garage or other common area:
 - b. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
 - c. Any failure or malfunction in the heating, ventilation or air conditioning system in the dwelling unit.
 - d. Any inoperable doors or windows. Resident further agrees that Resident's property as well as injury to resident and Occupants resulting from Residents failure to comply with the terms of this Lease.
- **Security Deposit:** Landlord may keep all or part of the security deposit for damage to the dwelling unit beyond ordinary wear and tear; and/or for rent or other money owed to Landlord. The entire cleaning/security deposit will be refunded to the Resident within 21 days after the Resident's normal Lease termination or move-out, whichever comes last, if the property is left in move-in condition and will be escrowed in a safety bank account until such time. The security/cleaning deposit's refundable amount will be pro-rated accordingly if the property is left in less than acceptable condition. The Landlord shall provide an itemized statement of any deductions from the security deposit.

4. Duration Lease:

- **Move in / Move out Condition Report:** If resident fails to submit a completed Move in / Move out Condition Report within 7 Days of lease initiation, the resident accepts the apartment in "perfect" condition.
- **Notice of Intent to Vacate:** Residents agree to give 2 full months written notice of their intention to vacate prior to their Lease expiration date. Residents' move out notice may not terminate the Lease agreement sooner than the end of the Lease term or renewal period. If the Residents fails to give proper notice, Landlord may 1) extend the Lease for one notice period and 2) raise the rent. If Residents stay in the dwelling unit after the Lease ends, with the approval of Landlord, and Residents and landlord have not renewed this Lease or entered into a new Lease, this Lease shall be extended under its original terms except 1) the duration shall be changed to month to month, and 2) Landlord may raise the rent.
- **Early Lease termination:** Resident does have the option of paying a Lease Termination Fee, which equal to amount of two (2) month's current rent, as a buyout option. This fee will be given with written notice of intent 30 days before resident must vacate the apartment.
- **Moving out of the dwelling unit:** Upon ending Lease, Residents, will return all keys to Landlord. Residents will not change locks without the written consent of the Landlord. Violation of these may subject Resident to a fine and eviction proceedings. At the expiration of the Lease term, Residents shall quit and surrender the dwelling unit hereby demised in as good state and condition as they were at the commencement of this Lease, reasonable use and wear thereof and damaged by the elements excepted. During the last two months of this Lease or when the Residents give notice, Landlord or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised dwelling unit and of showing the property to prospective purchases or Residents. Residents may be asked to show their home from time to time upon appointment.
- **Eviction:** If Residents violates any term of this Lease, Residents may be evicted with one week written notice. Tenants shall make every possible effort to rectify the lease violation that is causing the eviction. It is expressly agreed to between Landlord and Residents that acceptance of Landlord of less than the full amount of rent due from Residents does not waive Landlord's right to recover possession of the rental dwelling unit for nonpayment by Residents of balance rent owed to Landlord.
- **Safety Standards:** There should be a fire extinguisher in the kitchen area, as well as smoke detector near each

bedroom of your home. Landlord has replaced batteries and confirmed proper working condition of these items prior to resident move in. It is Resident's responsibility to check these for proper operation (i.e., replacing batteries in smoke alarm, etc.) EVERY 30 DAYS.

5. Rights of Landlord:

- **Right to Entry:** Landlord or its authorised agent may enter the dwelling unit at any reasonable time to inspect, improve, maintain, or repair the dwelling unit, or do other necessary work, or to show the dwelling unit to potential Residents or buyers. Landlord or its authorised agent may enter only after making an effort to give reasonable notice to the Residents, except in the case of an emergency, such as law enforcement, medical emergency, natural or safety hazards, etc.
- **Landlord's legal rights and remedies:** Landlord may use its legal rights and remedies in any combination. By using one or more of these rights or remedies, Landlord does not give up any other rights or remedies it may have. Acceptance of rent does not give up Landlord's right to evict Residents for any past or existing violation of any term of this Lease
- **Attorney's Fees:** If the Landlord brings any legal action against the Residents, the Residents must pay the Landlord's reasonable attorney's fees, or other legal fees and expenses incurred by the Landlord including court costs and collection costs if the Landlord is the prevailing party.
- **Lease is subject to mortgage:** The dwelling unit building may be mortgaged or subject to a contract for deed. Residents agree that the rights of the holder of any present or future mortgage or contract for deed are superior to Residents' rights. For example, if a mortgage on the dwelling unit building is foreclosed, the person who forecloses on the building may, at their option, terminate the Residents' Lease.
- **Waiver of Release of Liability:** Use of dwelling unit and its facilities are at the sole risk and responsibility of the Resident, and Landlord is not responsible for injuries sustained by residents and/or guests while participating. Additionally, facilities will not be used with any open cuts, abrasions, or infections with potential harm to others, according to public health requirements. Landlord is not responsible for actions, damages, injury or harm caused by third parties (other Residents, guests, or trespassers) who are not under Landlord's control.
- **Resident shall reimburse** Landlord for any loss, property damage, repair service (including plumbing problems) caused by negligence and/or improper use, doors/windows left open, abandonment of dwelling unit (including advertising, court costs, and the like) or third parties not under Landlord's control.
- **Building rules and attachments are part of the Lease:** any attachments to this Lease are part of the Lease. If a term of any attachment conflicts with any term of this Lease, the attached term is controlling. Landlord's building rules are part of this Lease, and Landlord may make reasonable changes in these rules at any time by giving the residents prior written notice. No oral agreements have been made. Any breach of the aforementioned shall be good cause to terminate the Resident's occupancy.
- **Notices:** All Residents agree that written notices and demands delivered by Landlord to the dwelling unit are proper notice to all Residents, and are effective as soon as delivered to the dwelling unit. Likewise, written communication must be delivered to Landlord.

READ CAREFULLY BEFORE SIGNING; THIS IS A BINDING LEGAL DOCUMENT

Resident / Date Myla Lisa 9/29/2015

Resident / Date _____

Landlord / Date [Signature] 9/29/2015