Rent Stabilization

Department of Safety and Inspections

City of Saint Paul

APPEAL OF RENT EXCEPTION GRANTED TO

PENELOPE A. BROWN

D/B/A HAZELWOOD STREET PROPERTIES L.L.C.

Appellants:

James W. Bush

Linda D. Dear

Statement of Appellants with Supporting Documents

Statement of Appellants

Exhibit 1 – Complaint Letter to Rent Stabilization, City of Saint Paul

Exhibit 2 – Complaint Letter to Ricardo X. Cervantes, Director, Fire Safety Inspection Division, City of Saint Paul

Exhibit 3 – Complaint Letter to Department of Human Rights, City of Saint Paul

Exhibit 4 – Affidavit of James W. Bush

Exhibit 5 – City of Saint Paul and Minnesota Retaliation Laws; Letter from Penelope A. Brown to James W. Bush, and His Reply

Exhibit 6 – Life Expectancy Chart for Federal Government Housing, Department of Housing and Urban Development

Exhibit 7 – Real Estate Listing for 1391/1399 Hazelwood Street

December 10, 2024

15 W. Kellogg Blvd., City Hall, Saint Paul, MN 55102

Rent Stabilization

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APPEAL OF RENT EXCEPTION GRANTED TO

PENELOPE A. BROWN

D/B/A HAZELWOOD STREET PROPERTIES L.L.C.

December 10, 2024

Appellants, James W. Bush and Linda D. Dear, present this Statement of the Appellants with Supporting Documents for consideration in connection with their appeal in the above-referenced matter

Respectfully submitted,

James W. Bush

Linda D. Dear

STATEMENT OF THE APPELLANTS

Appellants Bush and Dear assert that the determination to grant Penelope A. Brown, d/b/a Hazelwood Street Properties L.L.C., (hereinafter "Brown") should be reversed for the reasons that follow.

I. Brown is in violation of ordinances of the City of Saint Paul, statutes of the State of Minnesota, and guidelines of the federal government, all of which substantially contravene granting Brown an exception to the three (3) percent rent stabilization limit.

A. Brown has violated Section 193A of the City of Saint Paul's Legislative Code by a 2024 separate rent increase for vehicle parking spaces in excess of three (3) percent.

As shown in a December 9, 2024 Complaint Letter to Rent Stabilization (see Exhibit 1), beginning August 1, 2024, Brown raised monthly rent for appellants rental units at 1391 Hazelwood Street by three (3) percent and then separately raised monthly rent for Housing Services, specifically for garaged vehicle parking spaces, by thirty-three (33) percent. This is a violation of Section 193A, the very ordinance by which Brown applied for an exception to the three (3) percent limit.

Appellants assert that Brown should be required to immediately disgorge and refund the illegally collected excess rent.

Appellants further argue that because this excess rent collection is a violation of the very ordinance by which Brown applied for an exception to the three (3) percent rent limit, and was not divulged at the time of application, it is duplicitous and bad faith. As such, it is grounds for reversing the rent determination exception.

Brown's bad faith should require an audit in any reapplication for which documents supporting the application figures should be scrutinized for veracity, and, for the additional reasons of other ordinance violations identified, *infra*, tenants should be given pre-determination opportunity to provide Rent Stabilization with feedback

B. Brown has violated, and continues to violate, the City of Saint Paul's Fire Code

As shown in a December 6, 2024 Complaint Letter to Ricardo X. Cervantes, Director of the City of Saint Paul's Fire Safety Inspection Division (see Exhibit 2), Brown has failed, and continues to fail, to provide sufficient heat for Appellant Bush's rental unit. Such insufficient heat likely

extends to other rental units in the Building, especially those with older windows. A landlord that deprives tenants of basic services should not be granted an exception to the 3% rent stabilization limit.

C. Brown has age discriminated, and continues to age discriminate, against senior citizen tenants by not furnishing services/facilities that Brown has provided to younger tenants.

As shown in a December 9, 2024 Complaint Letter to the City of Saint Paul's Department of Human Rights, appellant Bush, and other senior citizen tenants (who also are among the longest tenured tenants at 1391 Hazelwood), have not received new bedroom windows such as younger tenants have received. This is more than an age discrimination issue. It also is an issue for rent stabilization exception determinations because a portion of the rent paid by longer-tenured, older tenants is not being used for their needs but rather to fund services/facilities for younger tenants. A landlord who age discriminates against senior citizen tenants with services/facilities, especially when those tenants are the longest-tenured, should not be granted an exception to the rent stabilization 3% limit.

D. Brown has retaliated against Appellant Bush, in violation of City of Saint Paul ordinances and State of Minnesota statutes.

As discussed in the affidavit of Appellant Bush (Exhibit 4) and as arguably shown in the exchange of letters between Brown and Appellant Bush (Exhibit 5), Brown has retaliated against him in violation of City and Saint Paul and State of Minnesota law. A landlord who engages in retaliatory actions against a Tenant should not be granted an exception to the rent stabilization rent limit.

II. THE RENT STABILIZATION ORDINANCES OF THE CITY OF SAINT PAUL CONTAINS PROVISIONS WHICH PRECLUDE RELIABLE RENT STABILIZATION EXCEPTION DETERMINATIONS AS WELL AS EFFECTIVE APPEALS BY TENANTS AFFECTED BY SUCH DETERMINATIONS.

Chapter 193A, Rent Stabilization, is located in Title XIX of the City of Saint Paul Legislative Code, which is entitled "Consumer Protection." Indeed, the genesis for the Chapter lies in the initiative passed by a majority of voters in the 2022 election, who felt the need for protection from unreasonable rent increases. But, arguably, the Chapter's ordinances favor landlord protection. For the reasons presented, *infra*, appellants argue that the ordinances of Chapter 193A are weighted heavily to the advantage of landlords and the disadvantage of tenants, and genuinely wonder whether the law would withstand judicial scrutiny.

A. Landlords present applications simply certifying the included figures; no oath attesting to their veracity is required, and underlying documents supporting the figures are not reviewed.

Self-certification employs a certification that essentially has very little consequence for an untruthful submission. Numbers can be manipulated. The best selling statistics book of all time is How to Lie with Statistics. As stated, *supra*, Brown at the very time she was applying for a rent exception under Chapter 193A was violating the ordinance. This duplicitous and bad faith submission should cause concern for the veracity of the figures in her application.

Brown has other residential rental property than 1391/1399 Hazelwood. Were expenses from other properties included in her application? Were shared resources (Brown's employees work all her properties) properly allocated? These and similar questions, in the context of her bad faith, warrant resubmission and an audit with underlying documents,

B. No information was sought from affected tenants during the exception to rent determination process.

As evidenced by the Complaint Letters provided in the Exhibits and discussed, *supra*, tenants can provide valuable information, such as misleading labels given to certain expenses or expenses that reflect mismanagement.

An example beyond those letters is that Brown installed security cameras focused on activity in the adjacent parking lots and garage area. But when cars in the lot were vandalized, or when there was an attempted break in on one line of garages, there was no meaningful film of the criminal activity. How does that happen? It happened because the cameras are specifically focused on the recycle bins and trash dumpster. Why? Appellants speculate that Brown grew weary of tenants leaving sofas or other large items that the waste management services would not take and thus she had to pay to transport to a trash center and pay a disposal fee. This observation is likely true because, while Brown claims they were installed for the safety of the tenants, she has told tenants whose cars suffered vandalism "not to tell other tenants." Thus, tenants are not forewarned of criminal activity in their backyard, and the cameras do not serve to protect tenants, but the tenants surely do have the most surveilled and safest trash areas in Saint Paul.

Brown spent money to install a stone walkway across the grass area between 1391 and 1399 buildings. In doing so, Brown used non-contractor workers. It was not done skillfully, and as a result, when it rains, the walkway is submerged under muddy water. Tenants derive no benefit from this mismanaged expenditure.

C. No opinion was issued explaining how the determination was made, nor explaining how the factors in Section 193A.06 were analyzed.

How is one to appeal a determination in which an opinion explaining how the determination was made is not available?

D. The notification to tenants of the application for a rent exception is not issued until after the determination is made, and the 45 day appeal period commences on the date the determination is made, not when the notification actually is received.

Appellants assume that the 45 day period was instituted because it takes considerable time to understand the Rent Stabilization law, to research, to canvass tenants for the purpose of a unified appeal, to overcome retaliation fears, and to prepare the appeal, particularly for tenants who have no legal background. In this matter, notification of the October 18, 2024 determination was received by appellants on October 31, 2024, thus unfairly denying Appellants 13 days to consider and prepare an appeal.

E. Reasonable Rate of Return is not defined in Chapter 193A.

Neither "reasonable" nor "rate of return" are defined in Chapter 193A. The rate of return for residential rental housing can be calculated in a number of ways. And what is reasonable, Appellants believe, is more than than a number derived from a formula. Appellants believe that the term reasonable implies consideration of factors beyond numbers. Tenants are entitled to services and facilities reasonably expected for their rental payment. A landlord who does not provide such reasonably expected services and facilities, who discriminates in furnishing them among tenants, and who retaliates against those who seek to enforce their rights, should not be granted an exception to the rent stabilization limit.

III. APPELLANTS SEEK RELIEF FROM RENT STABILIZATION HAVING GRANTED BROWN AN EXCEPTION

In light of the foregoing arguments and reasons, Appellants petition the Hearing Officer for the following relief:

(1) The rent stabilization exception granted to Brown be reversed as it applies to Appellants, and given Brown's violations of City of Saint Paul ordinances and statutes of the State of Minnesota, considered for all tenants of the rental property at 1391 and 1399 Hazelwood Street;

(2) That any resubmission by Brown for an exception to the rent stabilization limit require review of documents supporting the submitted figures and pre-determination input from tenants who would be affected by the determination; and,

(3) That all investigations from above-discussed complaint letters to various City of Saint Paul governmental units be concluded and any remedial actions required of Brown be completed before Brown may seek another exception to rent stabilization limits.

James W. Bush

1391 Hazelwood Street, Apt. 10

Saint Paul, MN 55106

(651) 330-4893;

Jimbush47@hotmail.com;

9 December 2024

Via USPS Certified Mail No. 7017 3040 0001 0445 7654/ Return Receipt Requested

Rent Stabilization

City of Saint Paul

15 W. Kellogg Blvd., City Hall

Saint Paul, MN 55102

Dear Rent Stabilization:

This is to make complaint against Penelope A. Brown, d/b/a Hazelwood Street Properties L.L.C., (hereinafter "Brown"), pursuant to Chapter 193A, Residential Rent Stabilization, of the City of Saint Paul's Legislative Code, for unlawful rent increases.

Relevant Law

Chapter 193A of Title XIX of the City of Saint Paul's Legislative Code

Section 193A.04 Limitation of rent increase.

No landlord shall demand, charge, or accept from a tenant a rent increase within a 12-month period that is in excess of three (3) percent of the existing monthly rent for any residential rental property . . . .

Section. 193A.03 Definitions. (relevant provisions, with emphasis added)

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meaning indicated in this section:

(l) Housing Services. Housing services include but are not limited to repairs, maintenance, painting, light, hot and cold water, elevator service, window shades or screens, storage units, kitchen, bath, and laundry facilities and privilege, janitorial services, utilities that are paid by the landlord, refuse removal, furnishings, telephone services, **vehicle parking spaces**, the right to have a specific number of occupants, and any other benefit, privilege

or facility connected with the use of occupancy of any rental unit. Housing services to a rental unit shall include a proportional part of services provided to common facilities of the building in which the unit is contained.

(x) Residential rental unit, rental unit, or unit. Any dwelling unit, or a portion of a dwelling unit, that is rented or otherwise made available for rent for residential use or occupancy, **together with all housing services** connected with the use or occupancy of such property.

(y) Residential rental property means a property or a portion of property that is classified for occupancy as residential under Minnesota State Building Code or Minnesota Residential Code.

Facts and Circumstances of the Violation

The 3% rent limitation mandated by Section 193A.04 applies to residential rental property, which by Section 193A.03(y) includes residential rental units, which by Section 193A.03(x) includes housing services, which by Section 193A.03(l) includes vehicle parking spaces.

Thus, any 3% rent increase must be applied to the combined rent of a rental unit and the connected vehicle parking space. A landlord cannot charge a higher percentage for renting a vehicle parking space connected with the use or occupancy of the rental unit.

In August, 2024, Brown sent rent increase notification letters to James W. Bush (attached) and other tenants in Brown's Hazelwood Street complex raising the rent on the rental unit by 3%, and separately, raising the rent on our garaged vehicle parking space from a monthly rate of $75 to $100, an unlawful increase of 33%.

It should be noted that 1391 Hazelwood Street and its companion property at 1399 Hazelwood Street have 13 vehicle parking spaces in garages, and an additional 12 non-garaged vehicle parking spaces for rent by tenants. It is likely that every tenant who rents an assigned vehicle space had received rent increase letters with unlawful increases (I know of several others as the result of conversation), although the non-garaged vehicle parking spaces are typically at a lower base rate.

I ask that the Rent Stabilization require that Brown immediately disgorge the accumulated unlawfully collected excess rent, and issue amended rent increase notifications with lawful increases. Although Brown has obtained a rent exception determination now under appeal, there is no provision for retroactive application, and Brown should not be permitted to apply the excess payments as an offset to future rent. Such an arrangement would further penalize tenants, delaying refund of of their illegally collected funds, and provide an accommodation to a landlord that has violated the law.

Further, the fact that Brown applied for a rent exception under the rent stabilization ordinance at the very time she was violating it, without disclosing her violation, is duplicitous and bad faith. Such action should be given serious consideration in reversing the rent exception determination, requiring reapplication after the illegally corrected rents

are refunded, opportunity for tenant input, and further, given the bad faith non-disclosure, a thorough audit that includes inspection of documents supporting submitted figures.

Respectfully,

James W. Bush

Attachment

HAZELWOOD STREET PROPERTIES, LLC
Penelope Brown 4819 Azelia N #11
Brooklyn Center, MN 55429
pennybrown744@gmail.com

James W. Bush
1391 Hazelwood St. Apt #10
St. Paul, MN 55106
June 24, 2024

Dear Jim,

We will be raising your rent. Beginning August 1, 2024 your rent will increase $24 (.03%). It will go from $800 to $824. The garage will go from $75 to $100.

Sincerely,

Penelope Brown

Penelope A. Brown

Hazelwood Street Properties, LLC
4819 Azelia Ave N Apt 11
Brooklyn Center, MN 55429-3804
(763) 537-4527
pennybrown744@gmail.com

June 25, 2024
Linda Dear
1391 Hazelwood St. Apt 11
St. Paul, MN 55106

Dear Linda,

Costs of services have gone up. Unfortunately rents must be raised to cover these expenses. I am sorry for any hardship this may cause you. As of August 1, 2024 your rent will go up 3% from $900+ $27=$927 plus $100 for the garage. Please be prepared.

Sincerely,

Penelope Brown

Penelope A. Brown

James W. Bush

1391 Hazelwood Street, Apt. 10

Saint Paul, MN 55106-2220

(651) 330-4893

Jimbush47@hotmail.com

6 December 2024

Via USPS Certified Mail No. 7017 3040 0001 0445 7647, Return Receipt Requested

Ricardo X. Cervantes, Director

Fire Safety Inspection Division

Department of Safety and Inspections

City of Saint Paul

375 Jackson Street, Suite 220

Saint Paul, MN 55101-1806

Dear Director Cervantes:

This is to make complaint against Penelope A. Brown, d/b/a Hazelwood Street Properties L.L.C, (hereinafter "Brown"), regarding her rental property located at 1391 Hazelwood Street, Saint Paul, MN 55106 for violations of the St. Paul Property Maintenance Code and the St. Paul Fire Code.

I am a tenant residing in apartment 10 of the aforementioned rental property where I have lived for nearly 24 years. I am 77 years old.

Some years ago, Brown installed some type of technology with the building's heating system that allows her to control the temperature of the furnished to the apartment units. So the tenants cannot control the temperature inside the apartments above a limit set by Brown (72 degrees in past years). Unfortunately, the thermostat for each apartment is located in an inner hallway. The bedrooms have no thermostat, and for a number of tenants these bedrooms have older windows that allow considerable cold air to penetrate, especially on windy days.

Over the years, I have requested numerous times that newer windows be installed as Brown has done for younger tenants, but Brown has been unwilling to provide that service to me, as well as other seniors. I also have requested numerous times that the heat be turned up so the colder bedrooms have adequate heat. But these requests have not resulted in Brown providing additional heat. As a result, I and other tenants have space heaters to compensate for Brown's dereliction.

This year, the Cold Weather Rule was expanded to October 1 through April 30, and I discovered at the City of Saint Paul website an informational sheet (attached) that clarified the rule as implemented in the Saint Paul Property Maintenance Code. (In capital letters, the City noted on the sheet that all property owner "SHOULD DISTRIBUTE THIS TO ALL TENANTS". Brown never did this; I will distribute a copy to every tenant in the building this coming weekend.)

As stated on the sheet, the Property Maintenance Code "requires the landlord to maintain the heat at 68 degrees at 5 feet above the floor **in any part of the apartment**" (emphasis added).

In violation of Minnesota state law and the Saint Paul Property Maintenance Code, Brown did not turn on the heat in the building until October 15, 2024. In further violation of the City's Property Maintenance Code, my apartment has regularly received inadequate heat, substantially less than 68 degrees. In conversation with other tenants, they report cold apartment conditions as well.

As evidence of the heating inadequacies, I have attached thermometer readings for the past seven (7) days. As these readings show, the temperature in my bedrooms has largely stayed between 61 and 64 degrees, reaching 68 degrees just once, and the thermostat, despite being turned up as high as it can go, has routinely shown less than 68 degrees.

In my bedrooms, I have two different electric thermometers; one manufactured by Accurite, the other by Taylor — both certified to be accurate within a half of a degree. At different times of the day, I took a date/time-stamped photo of the thermometer in each bedroom, then a photo of the hallway thermostat, and then a photo of Accuweather's website for the outside temperature. These photos are attached for each day from Friday, November 29 through Thursday, December 5, 2024 (the photos' date/time stamps appear in the original files, each of which can be provided upon request). During this period, all space heaters were off, and no supplemental heat was present.

Based on considerable past experience with Brown, no attempt was made to contact her during the week. Given the experience of her repeated non-responsive and uncaring past, I saw it as futile.

That you would write the letter to me that you did is so bewildering, to me and to those tenants and friends to whom I have showed the letter, it has caused wonder as to whether the letter was intended for someone else, especially a tenant on the third floor who has demonstrated those behaviors, and who had an incident just days before the date of your letter in which the Saint Paul Police were called to the building.

Regardless, your letter to me, as it stands, is false and defamatory. As such, I require an immediate, signed letter of retraction.

If written retraction is not forthcoming in the next few days, I will pursue the full range of recourse for protecting my good name, reputation, excellent credit, and tenancy.

Resolutely,

J. W. Bush

James W. Bush

Attachment (1)

DEPARTMENT OF SAFETY AND INSPECTIONS
Fire Safety 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: 651-266-9124
Web: www.stpaul.gov/dsi

RESIDENTIAL HEATING

Many owners have confused the legal dates of Excel Energy shut-off requirements (October to April) with the code requirement to provide heat. The law does not allow tenants to remain in a dwelling that lacks basic services (heat, light, water).

BUILDING OWNERS/MANAGERS SHOULD DISTRIBUTE THIS TO ALL TENANTS.

Do not heat your apartment by turning on the oven or stove. Why?

- Carbon monoxide fumes can develop and kill your family.
- Children can be burned
- Fire will start if easily burn things are too close.

If your apartment is too cold, the St. Paul Property Maintenance Code requires the landlord to maintain the heat at 68 degrees at 5 feet above the floor in any part of the apartment. If you have problems with the heat dropping below that temperature, call the caretaker or landlord and let them know. If they do not respond in a reasonable time, call Fire Safety Inspection at (651)266-8989.

Keep in mind:

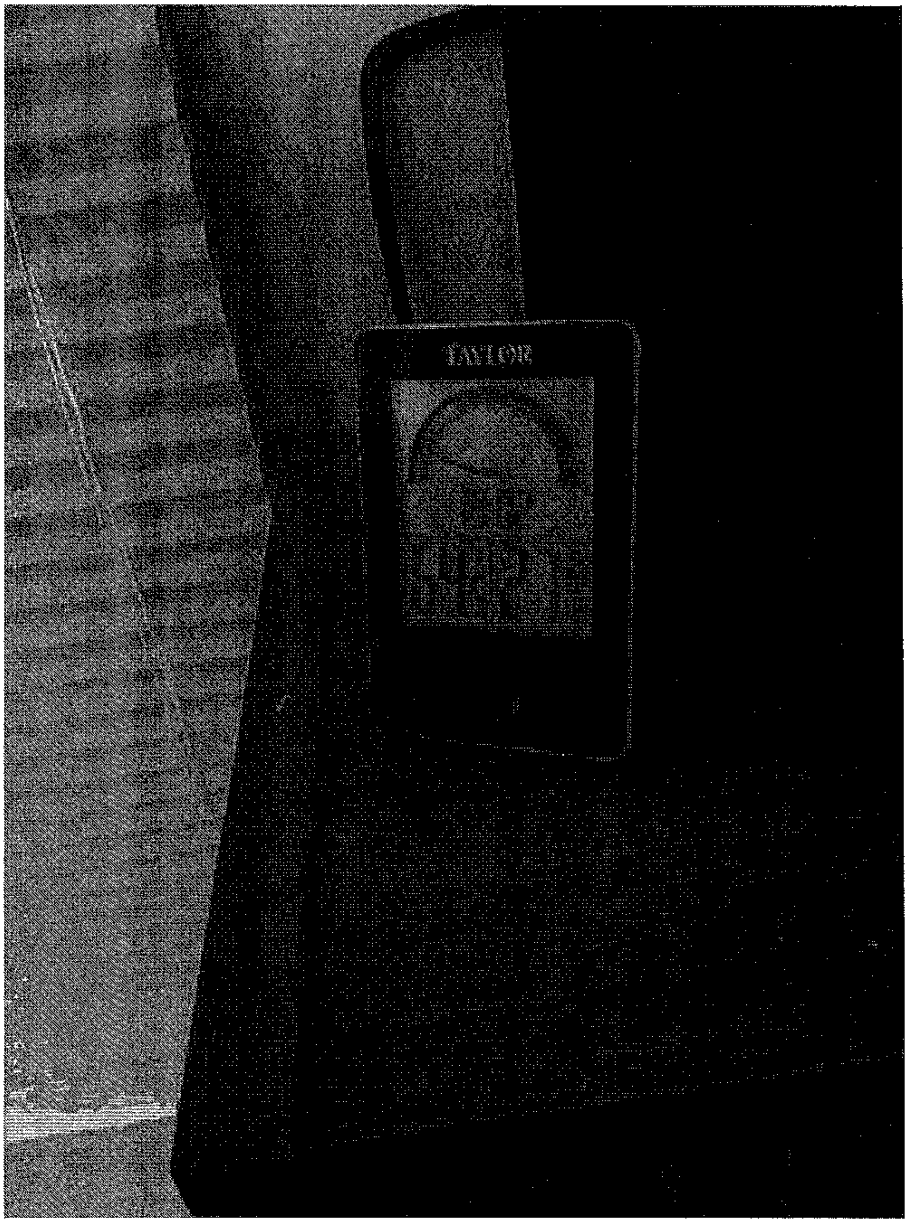
- Space heaters away from things that can burn.
- Do not use space heaters near the bed where blankets or bedspreads that might catch on fire.
- Do not use an unvented gas or kerosene heater inside.
- Keep all combustibles away from any space heater and make sure that heater cannot tip over.
- Check your smoke detector before going to bed - protect your children and yourselves.

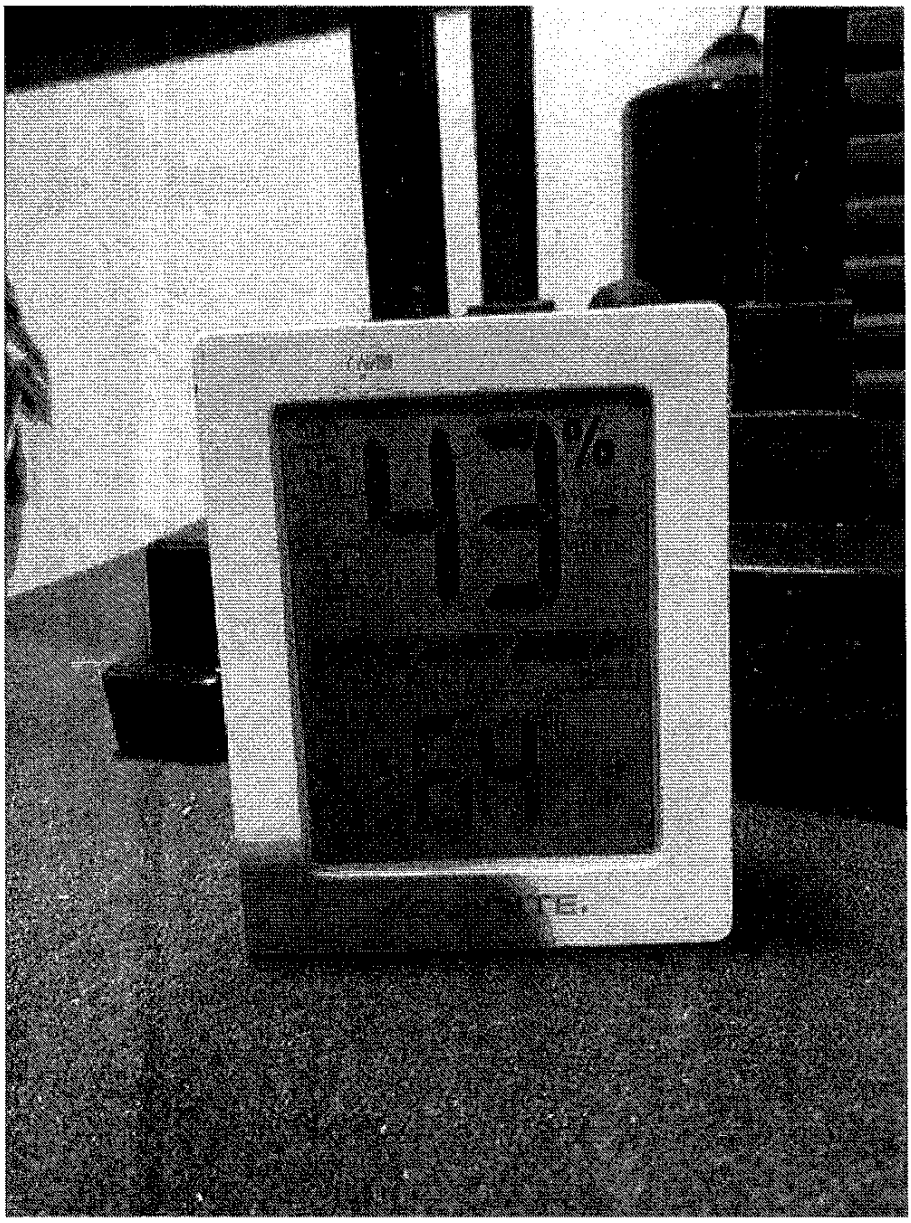
Tenants should be aware of the danger posed by using space heaters, stove burners, and ovens to supplement heat.

Outlook

FRIDAY, NOVEMBER 29, 2024 — 7:03 AM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 8:57 AM
To James W. Bush <jimbush47@hotmail.com>

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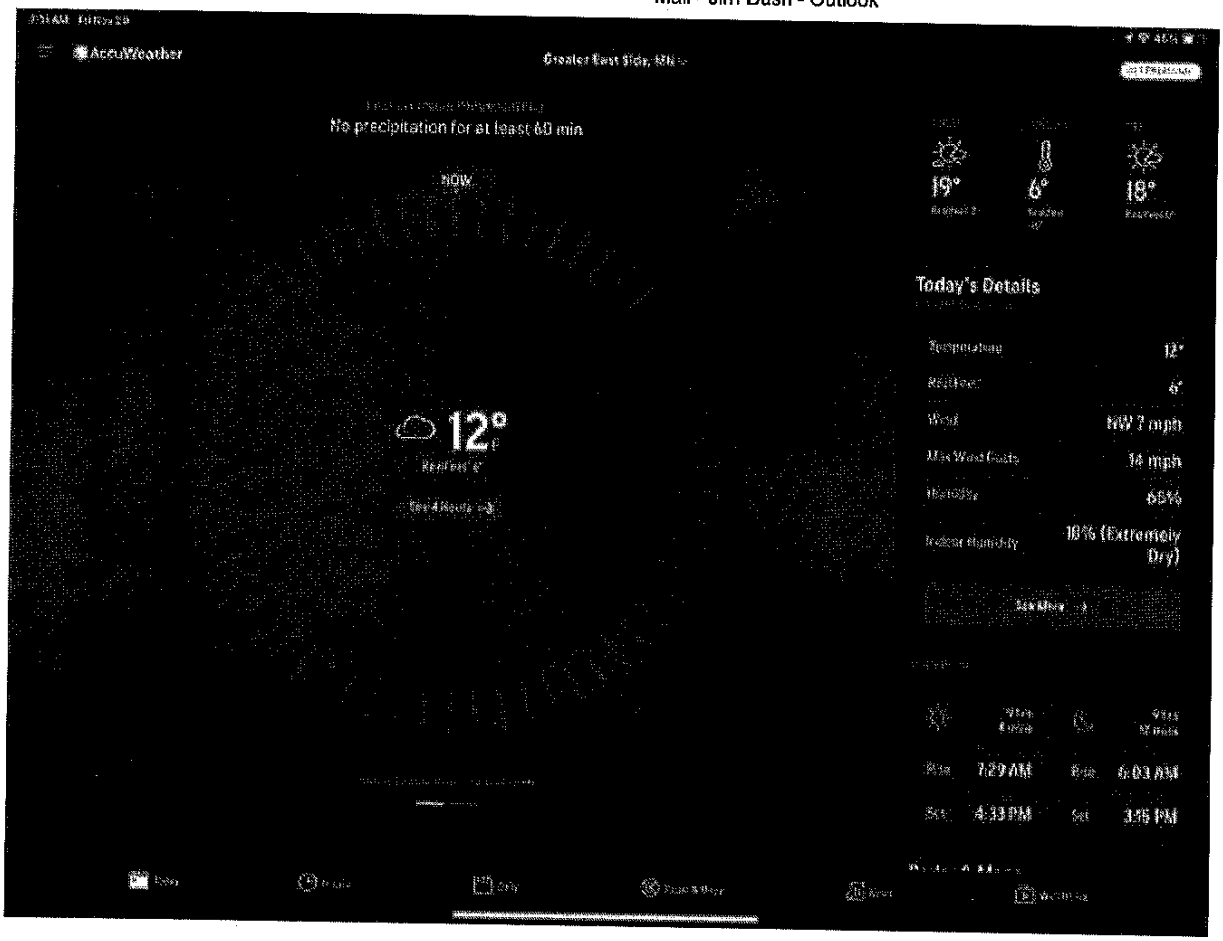
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No precipitation for at least 60 min
Now
12°
19°
6°
18°
Today's Details
12°
6°
NW 7 mph
14 mph
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18% (Extremely Dry)
7:29 AM
6:03 AM
4:33 PM
3:55 PM

Sent from my iPad

Outlook

FRIDAY, NOVEMBER 29, 2024 — 12:45 PM

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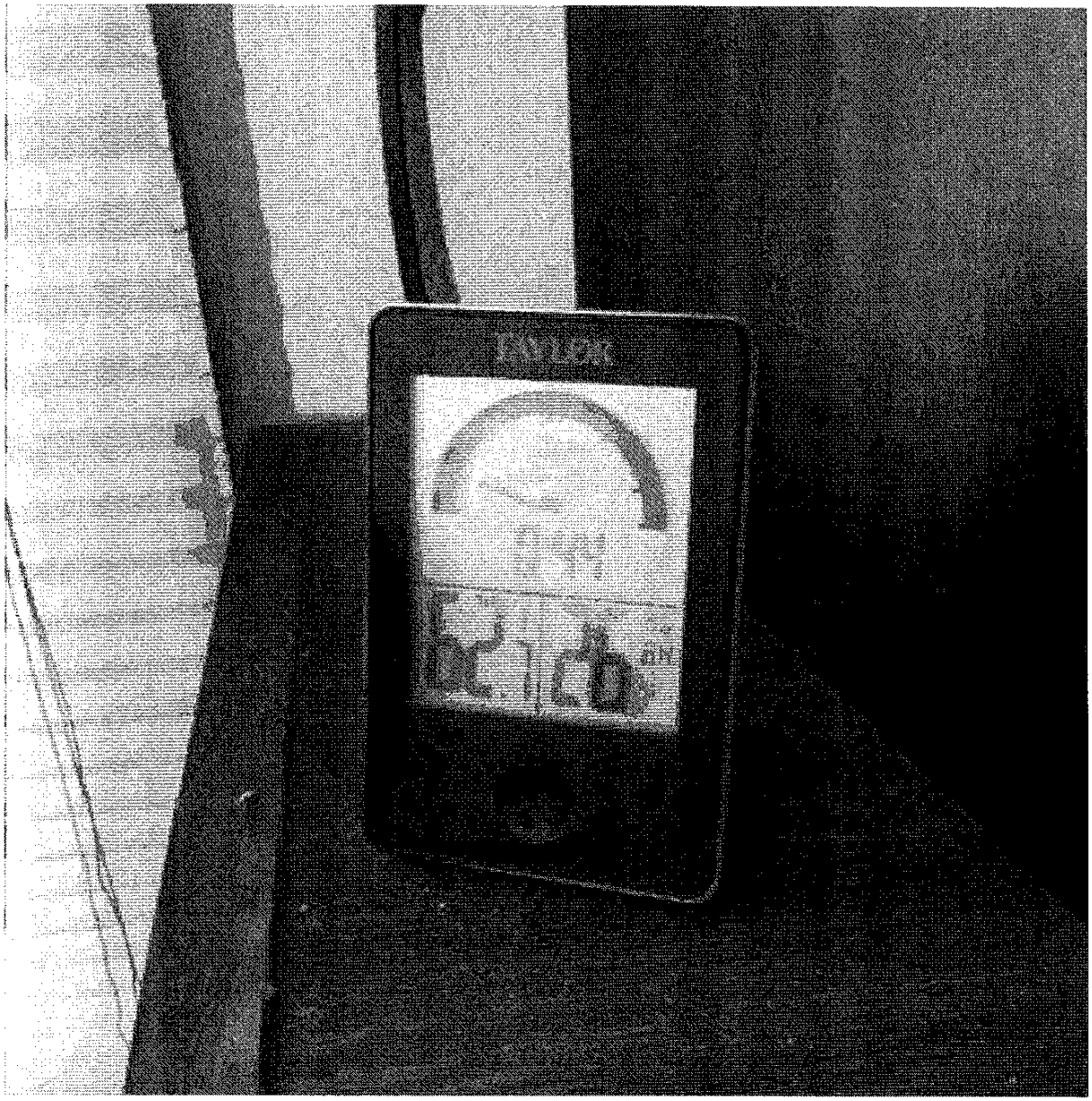
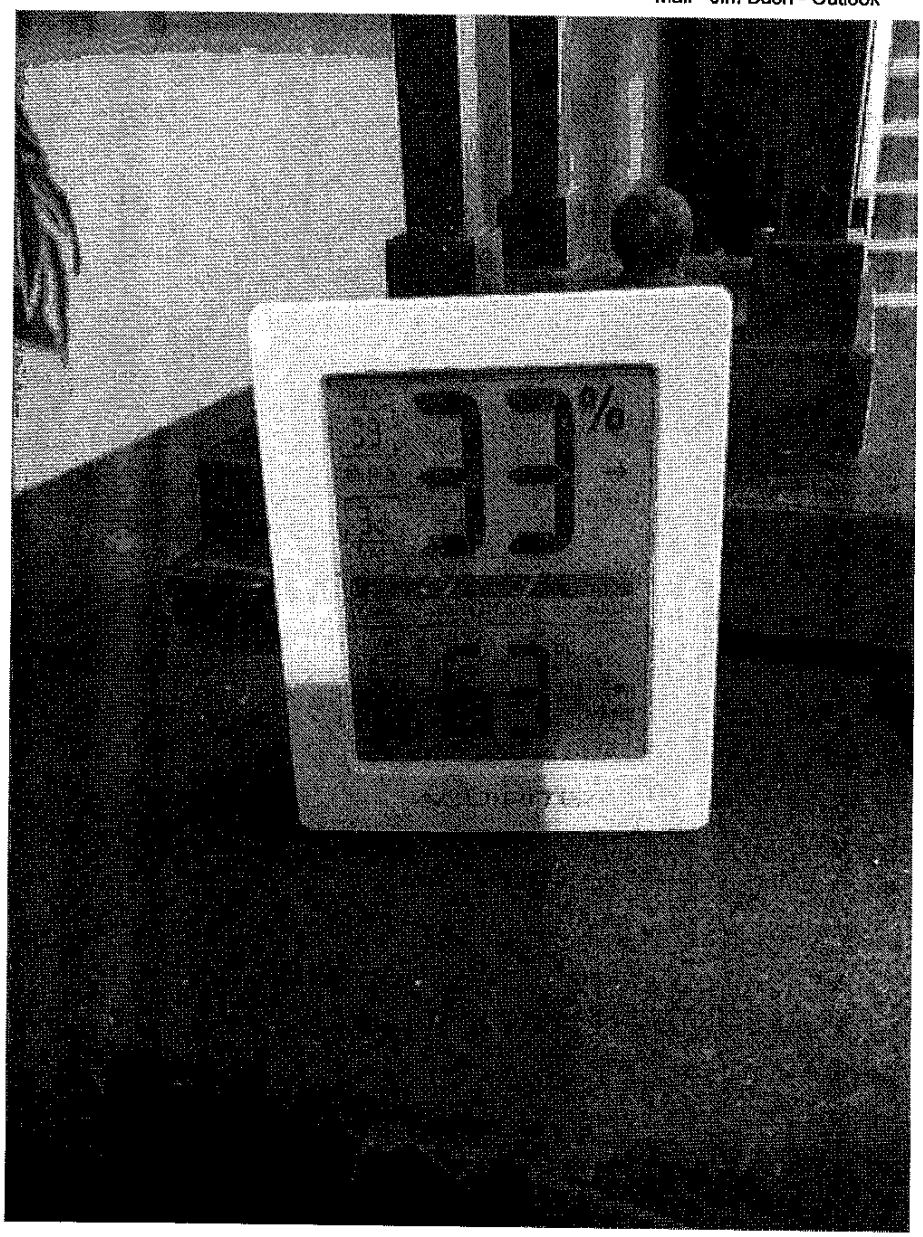
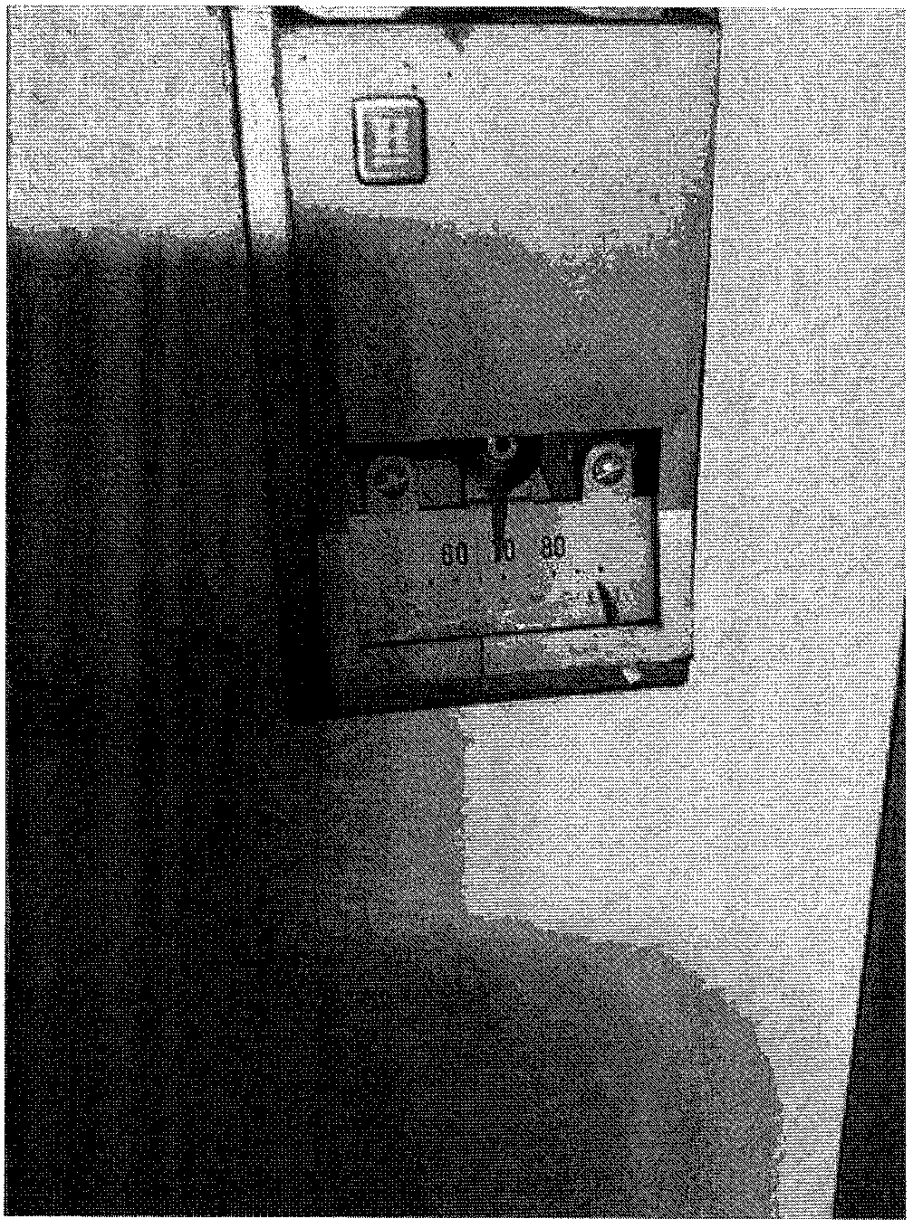
Date Fri 12/6/2024 8:59 AM
To James W. Bush <jimbush47@hotmail.com>



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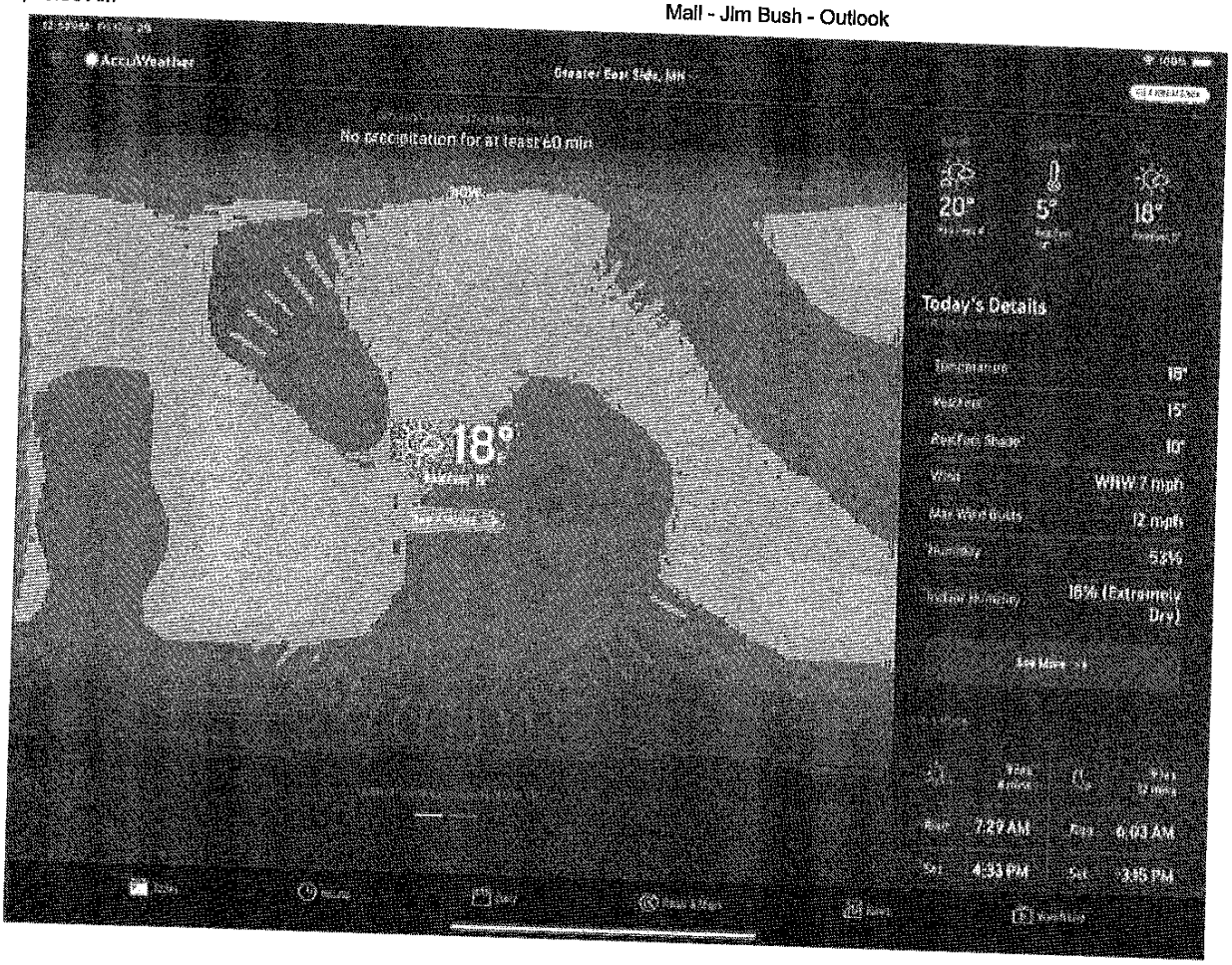

Sent from my iPad

Outlook

FRIDAY, NOVEMBER 29, 2024 — 6:03 PM

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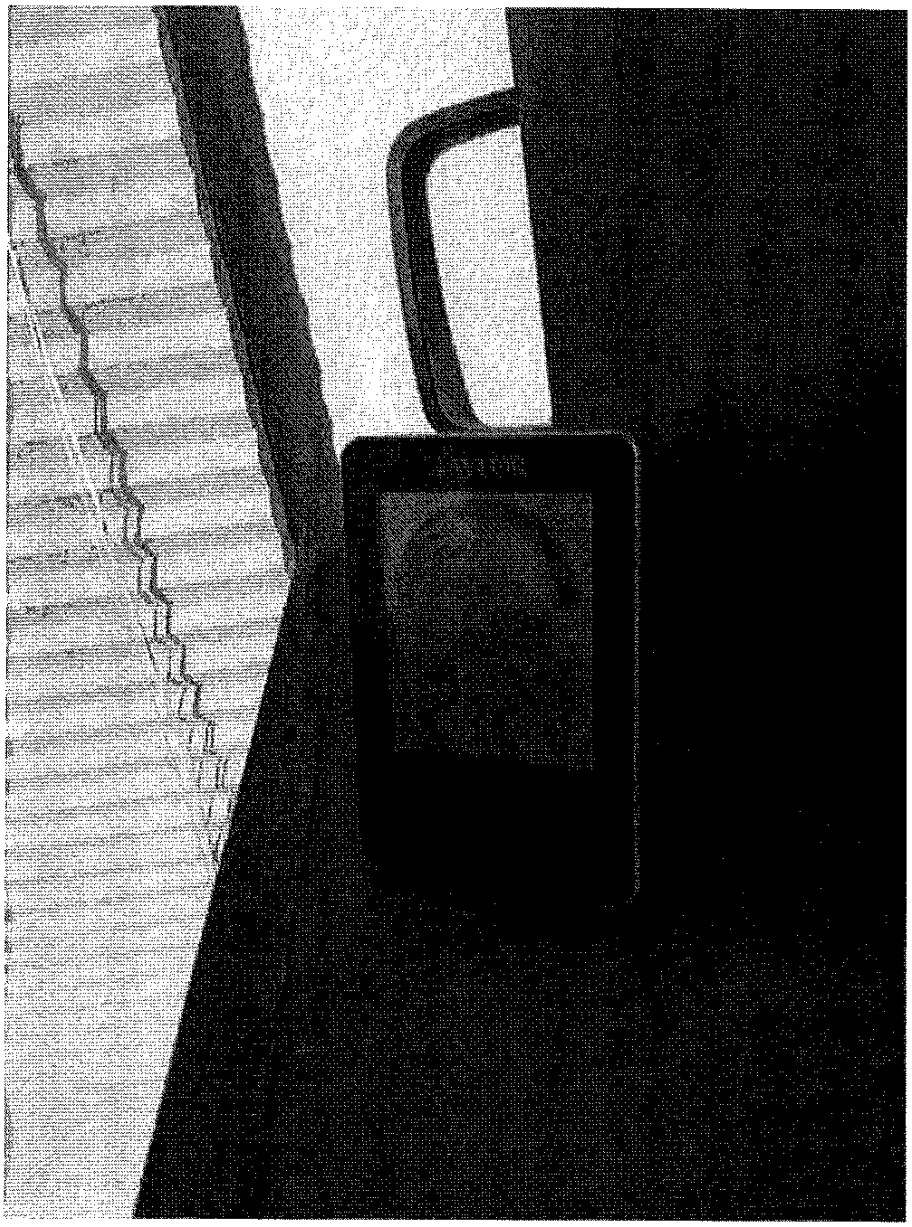

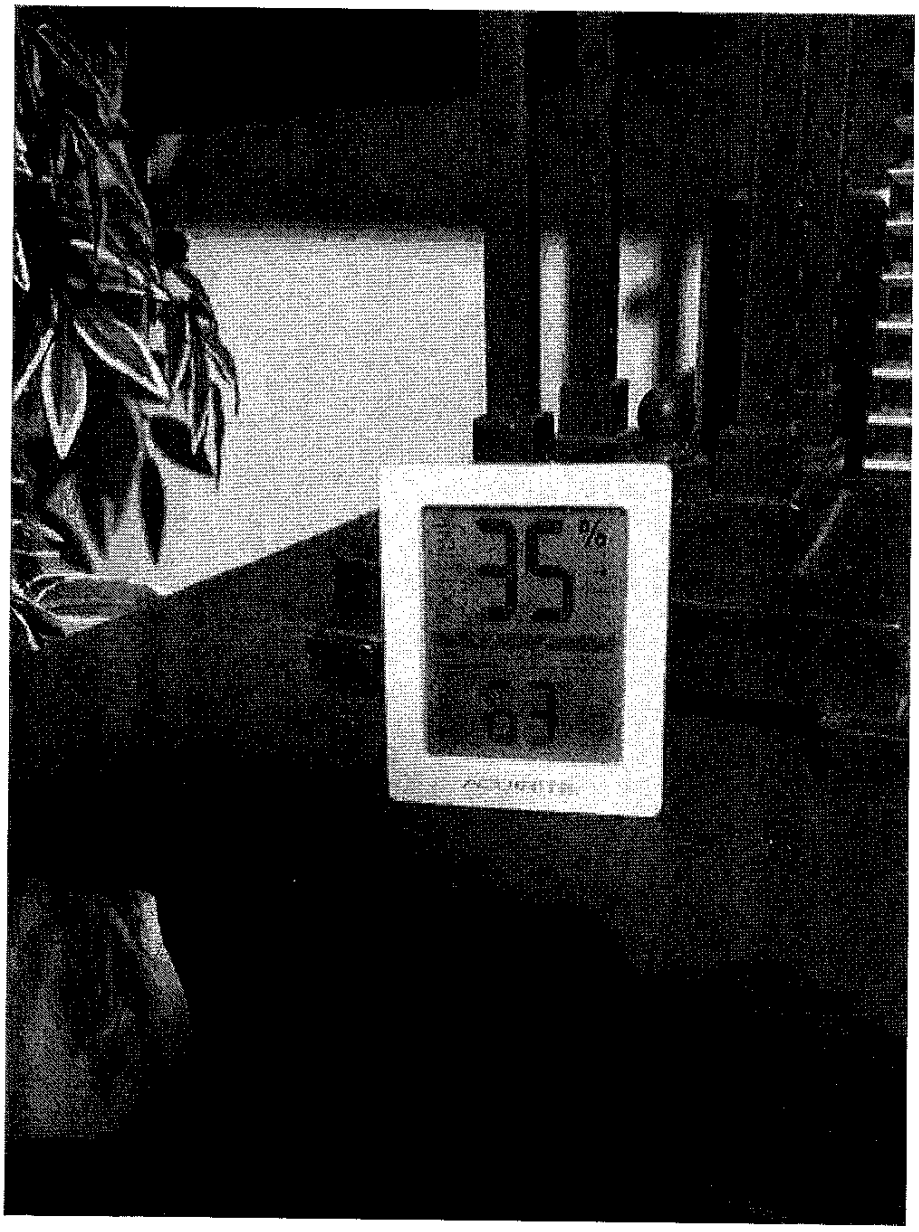
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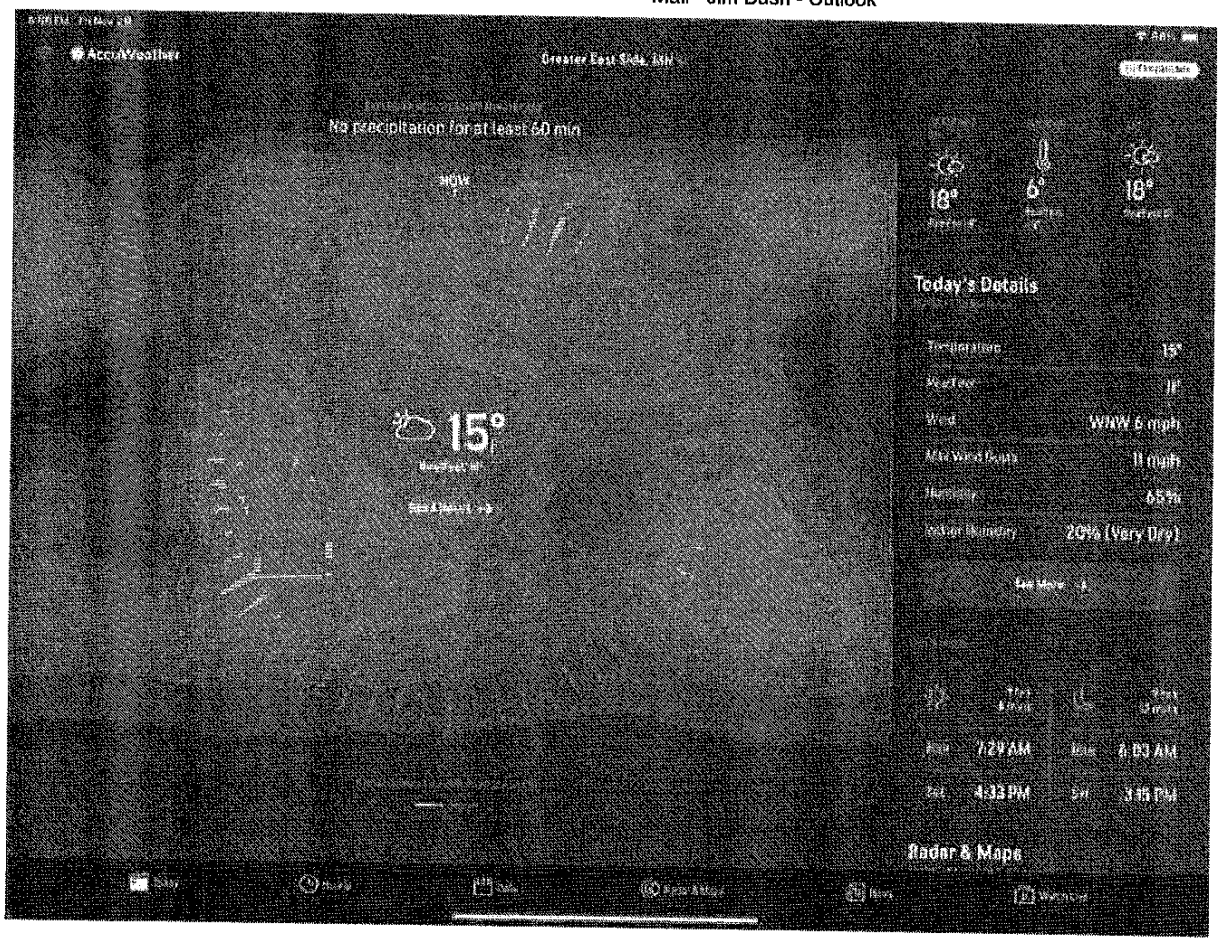

Sent from my iPad

Outlook

SATURDAY, NOVEMBER 30, 2024 — 8:12 AM

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Date Fri 12/6/2024 9:02 AM
To James W. Bush <jimbush47@hotmail.com>

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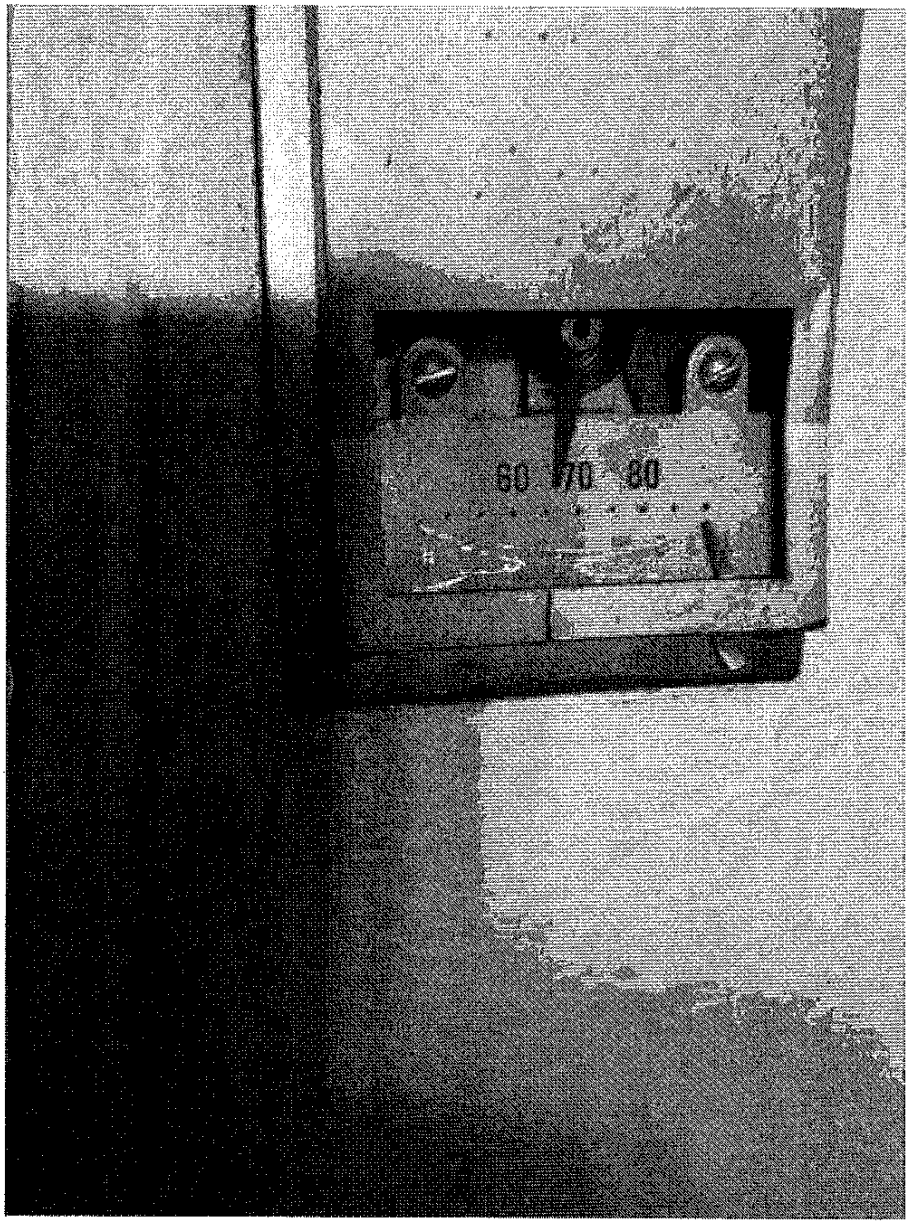
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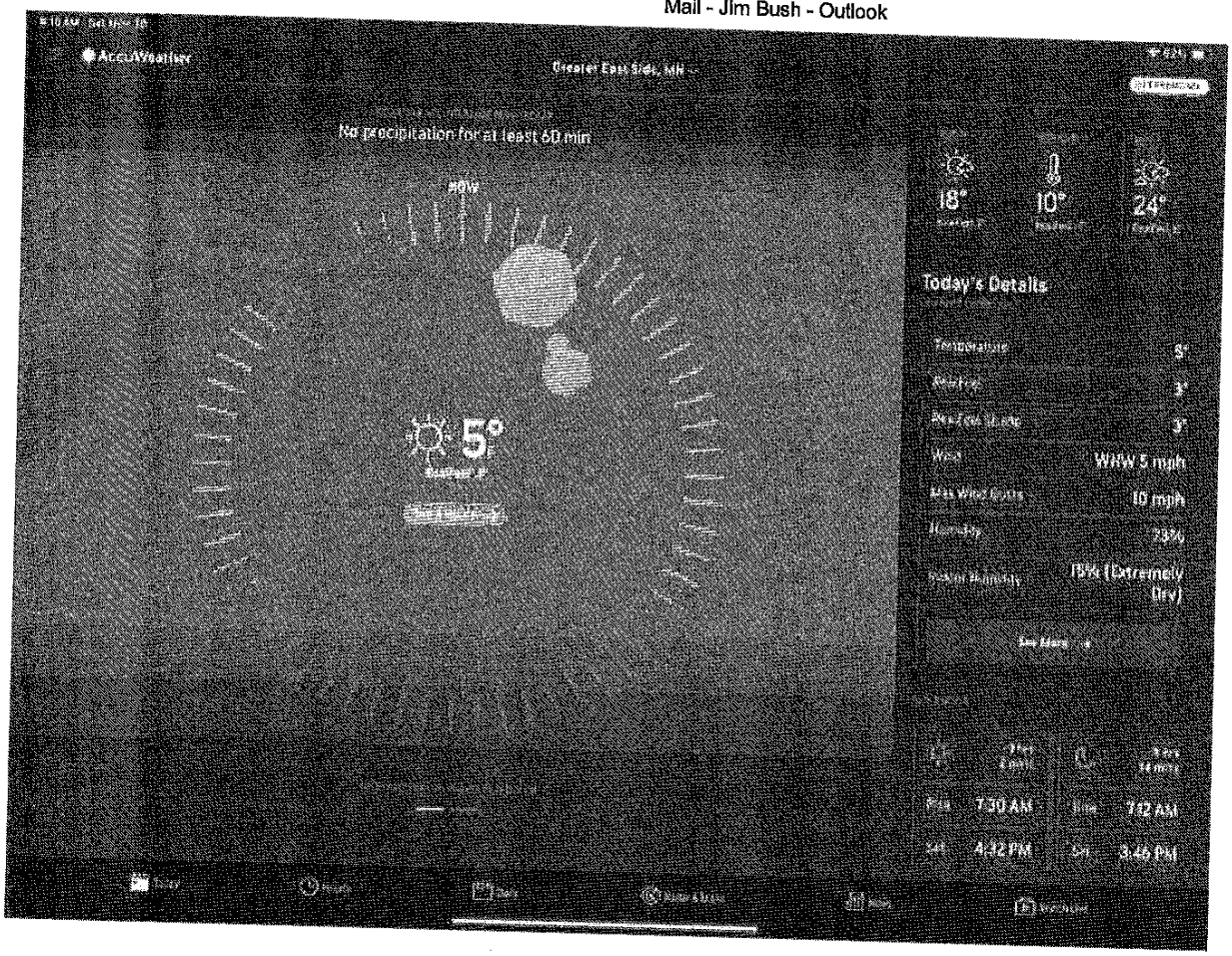

Sent from my iPad

Outlook

SATURDAY, NOVEMBER 30, 2024 — 1:00 PM

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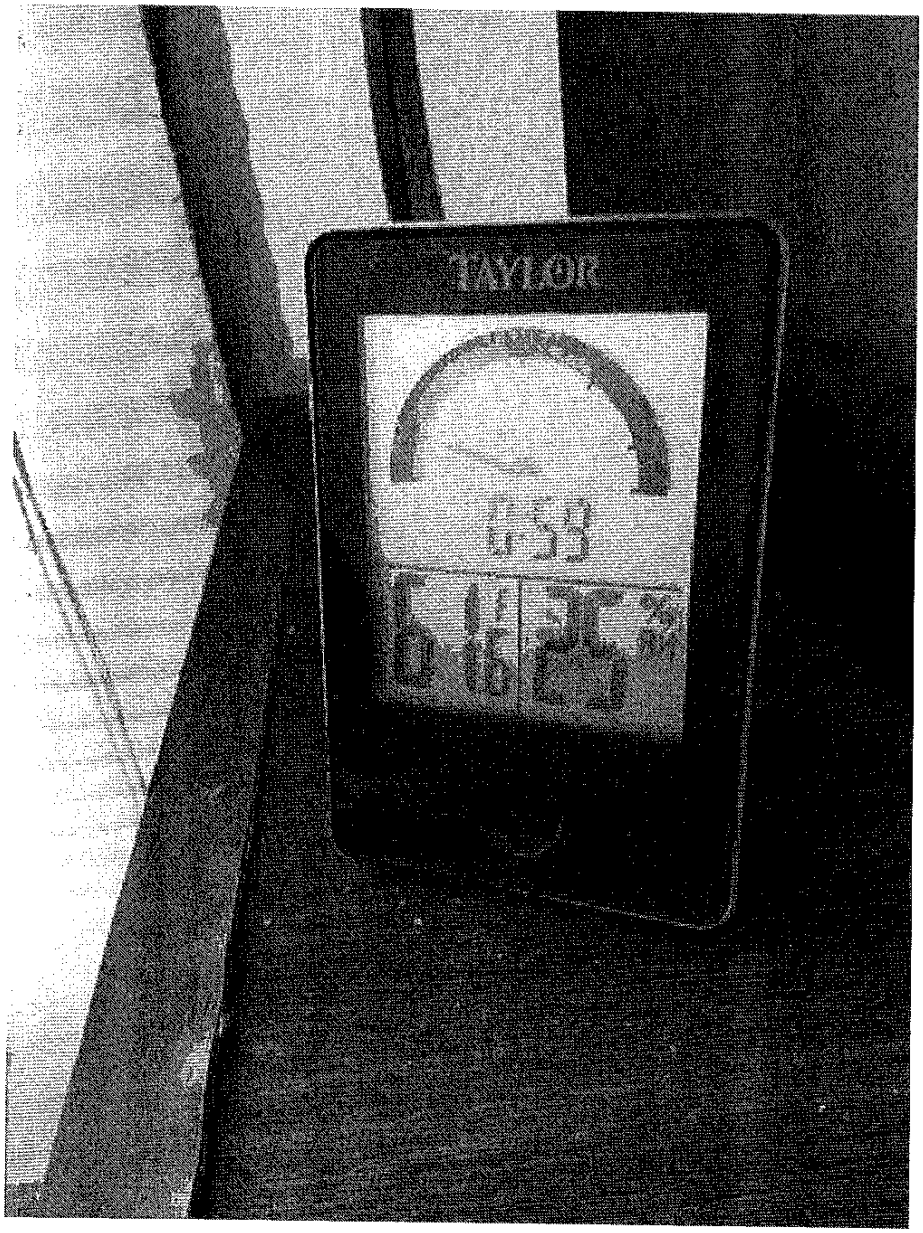
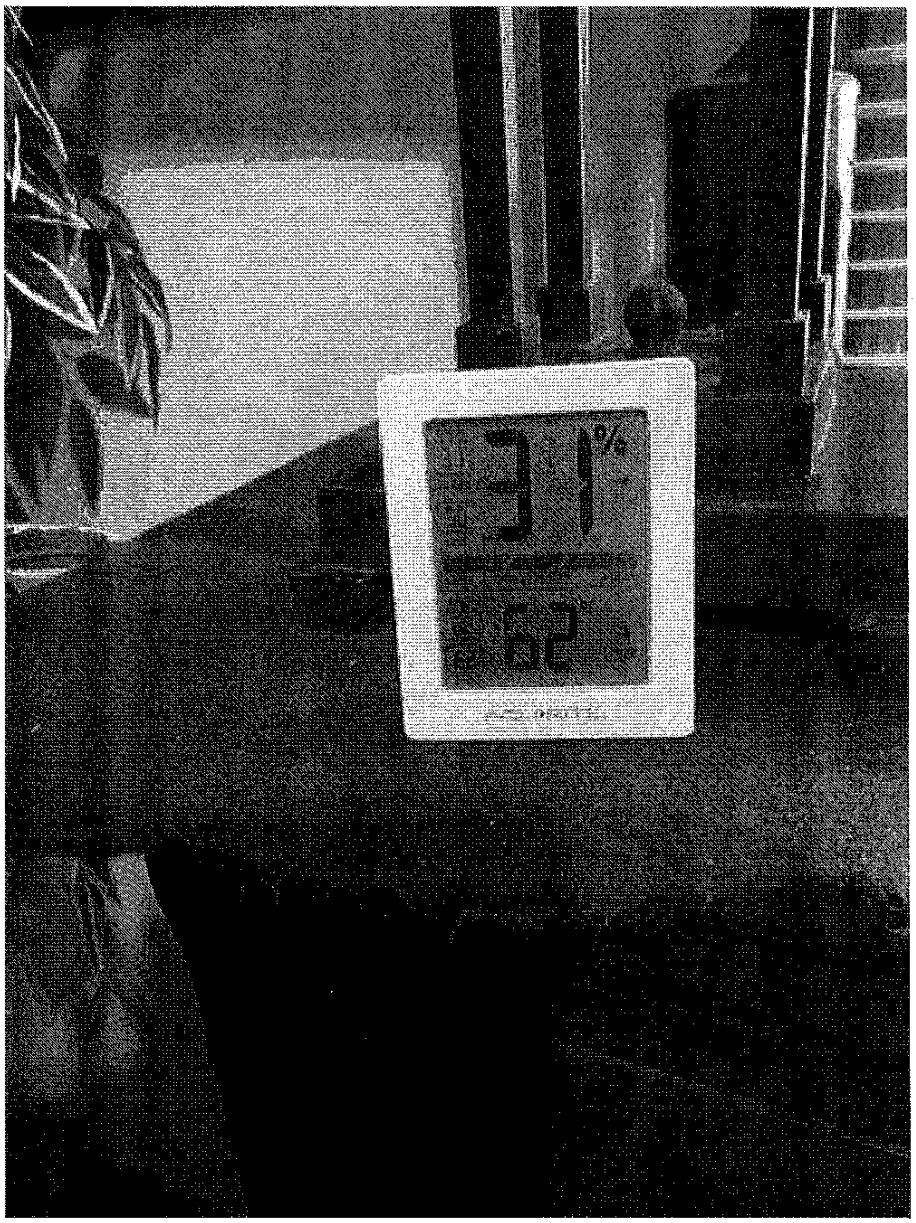
Date Fri 12/6/2024 9:04 AM
To James W. Bush <jimbush47@hotmail.com>

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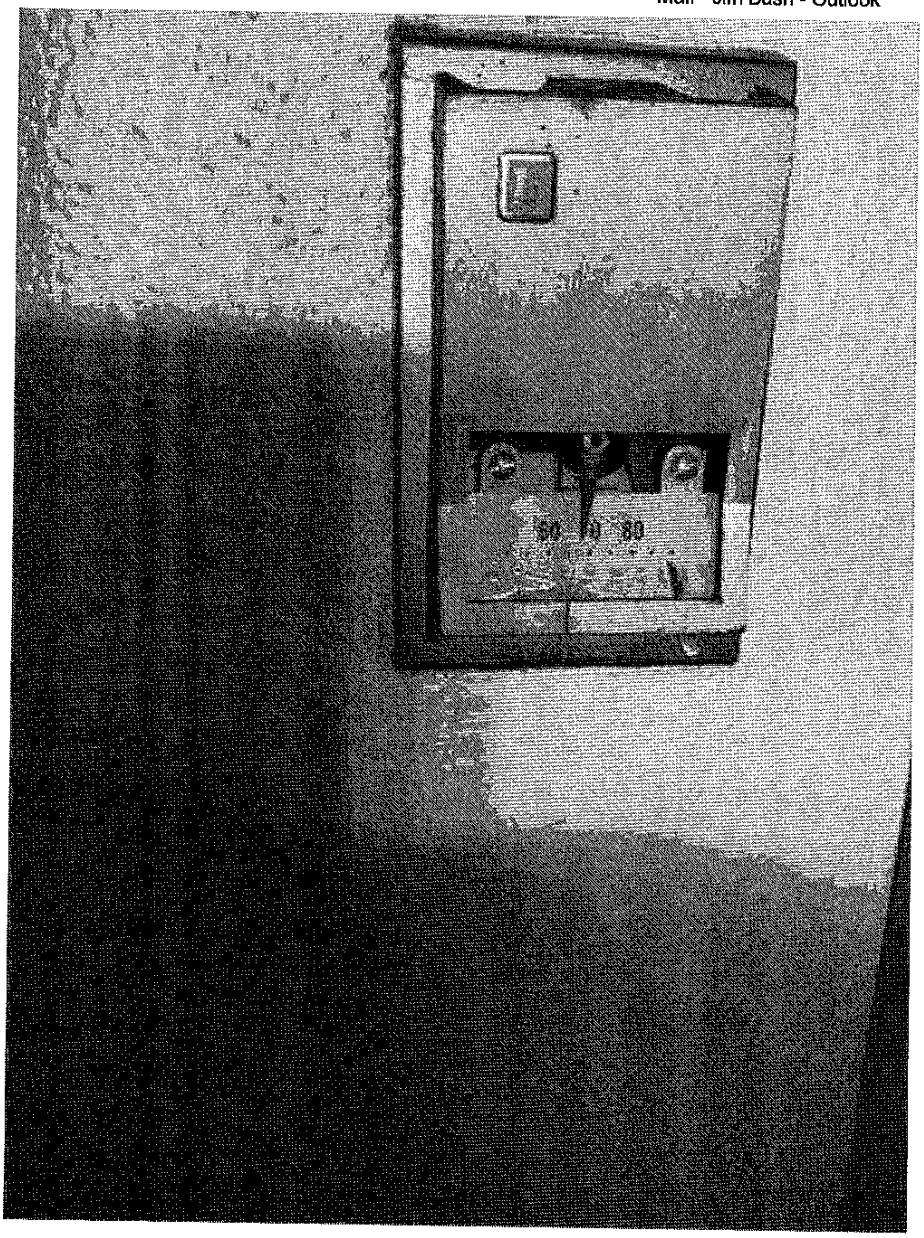
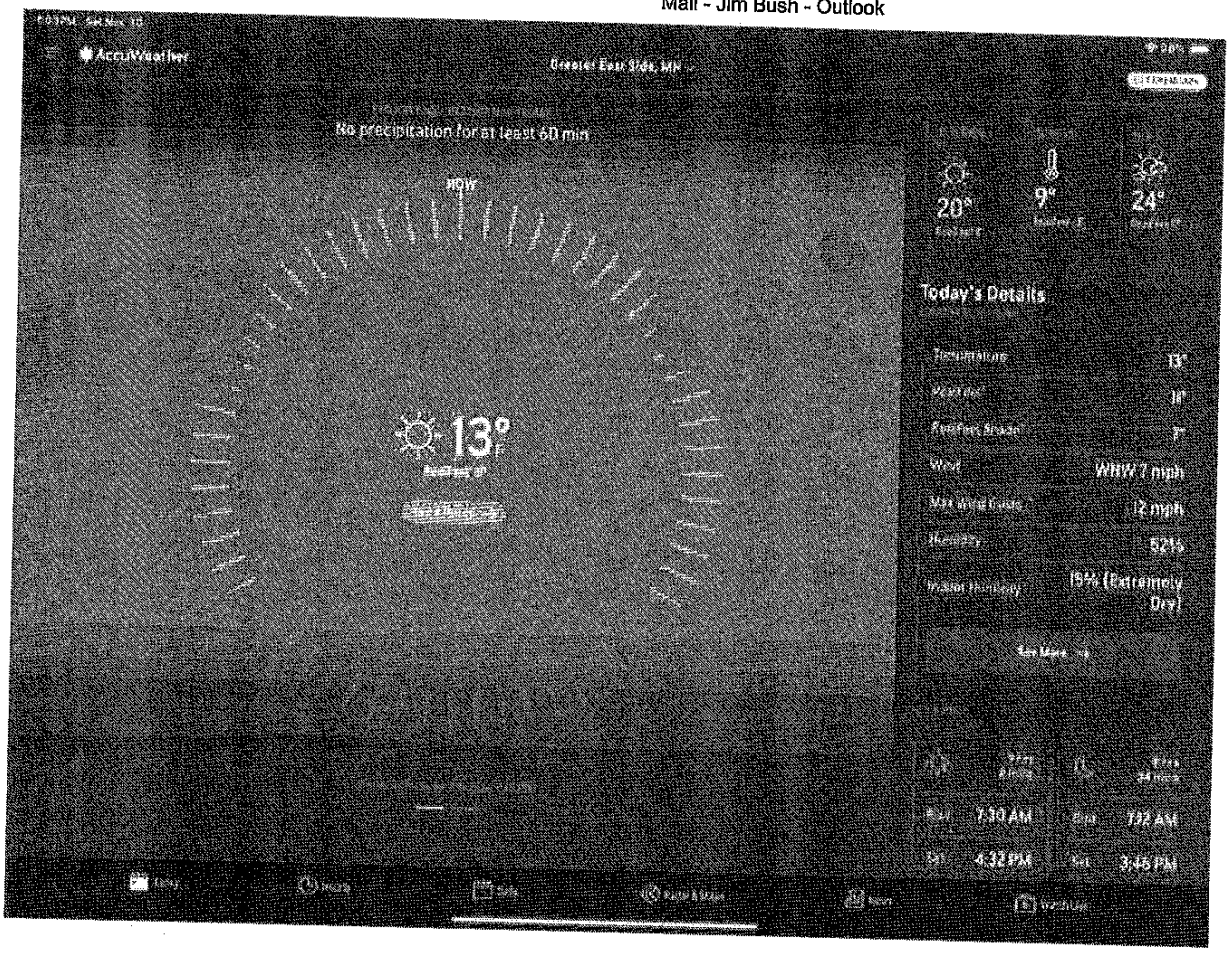


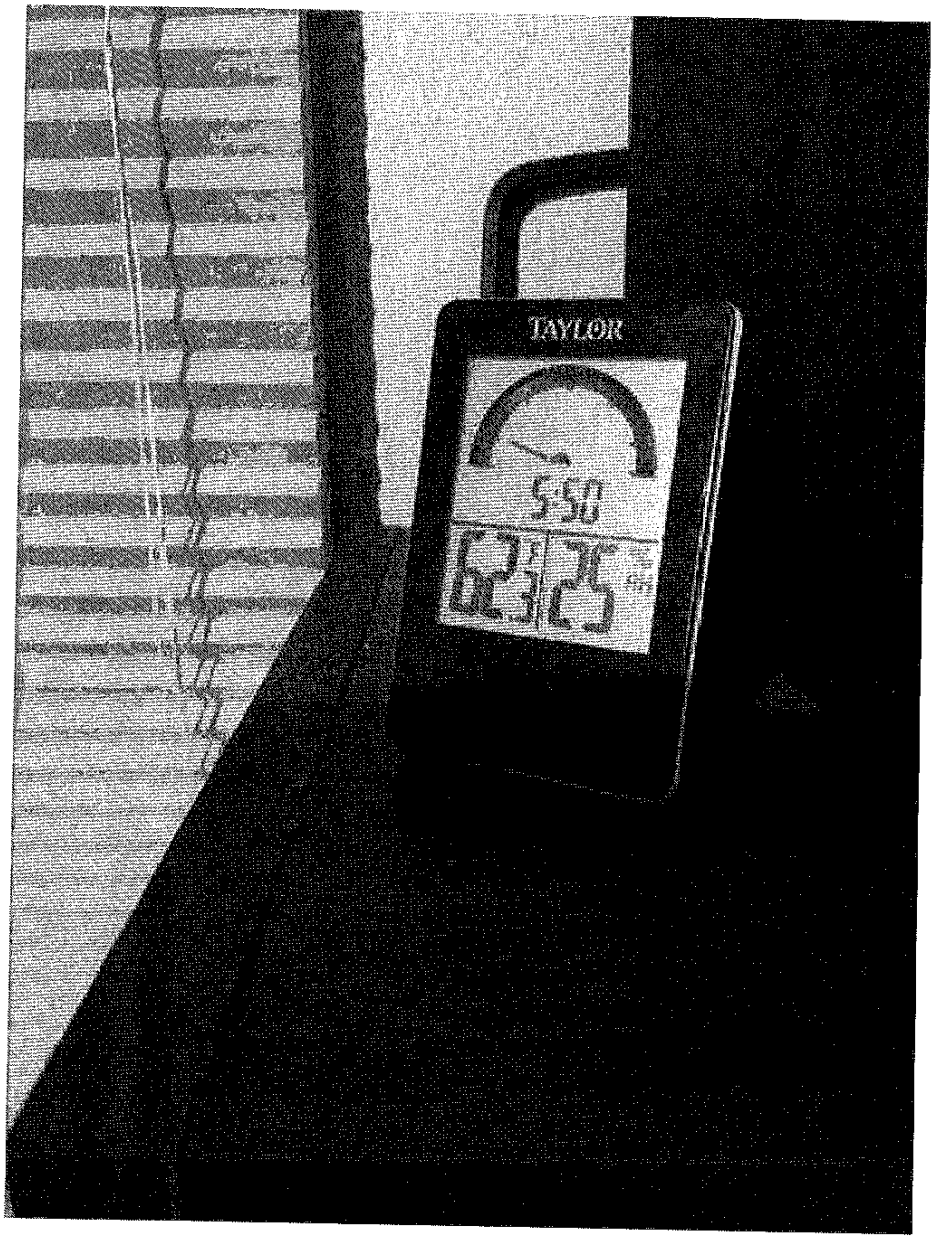


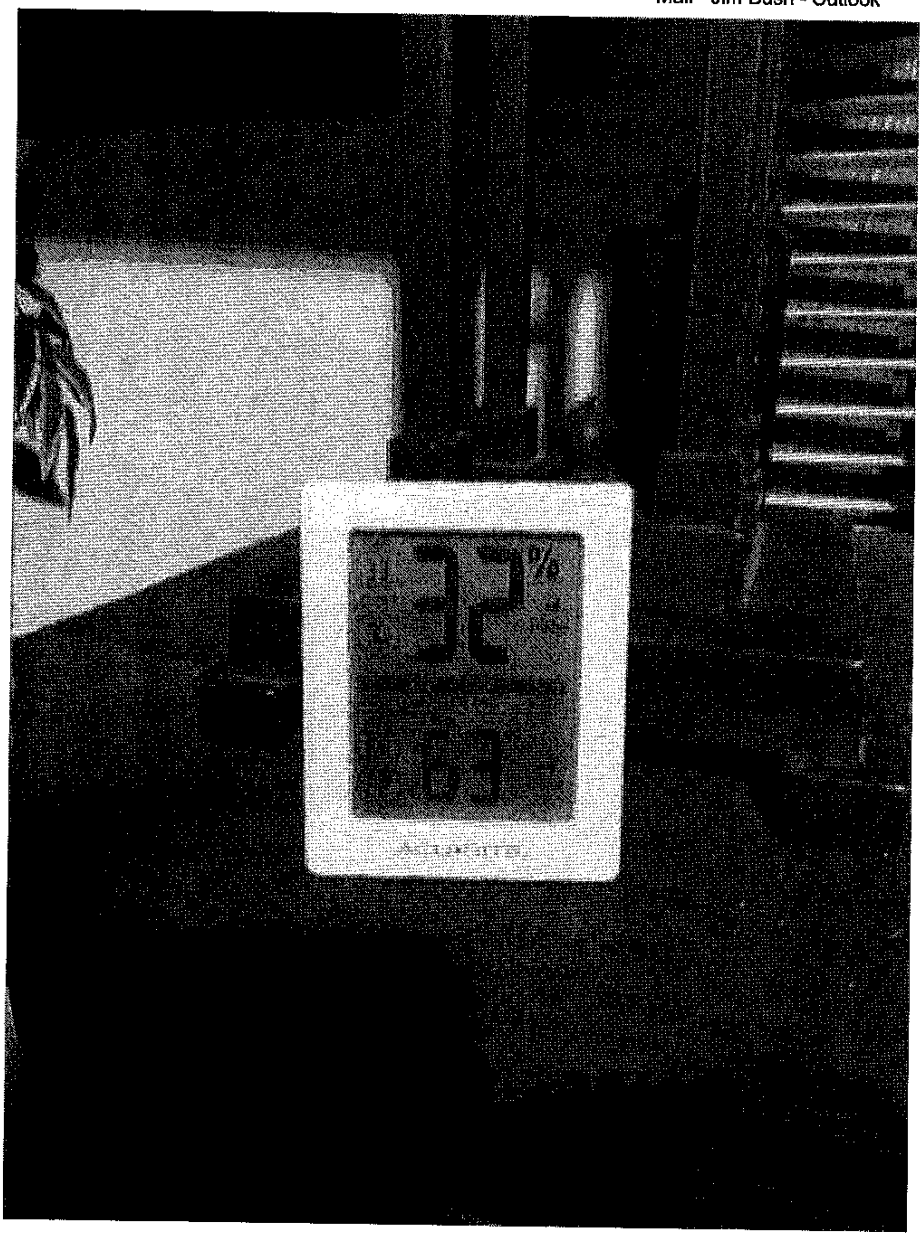
Sent from my iPad

Outlook

SATURDAY, NOVEMBER 30 — 5:51 PM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 9:05 AM
To James W. Bush <jimbush47@hotmail.com>

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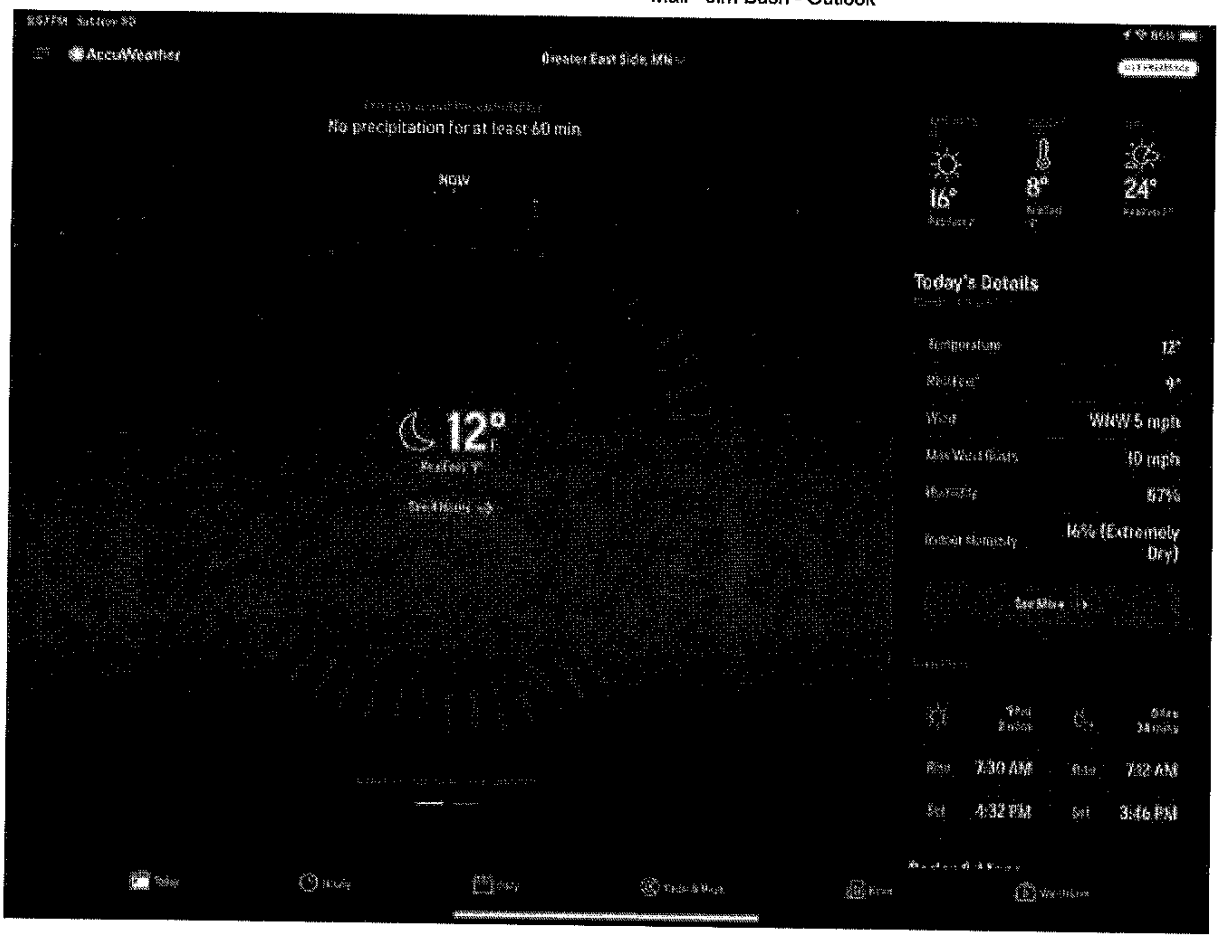

Sent from my iPad

Outlook

SUNDAY, DECEMBER 1, 2024 — 8:56 AM

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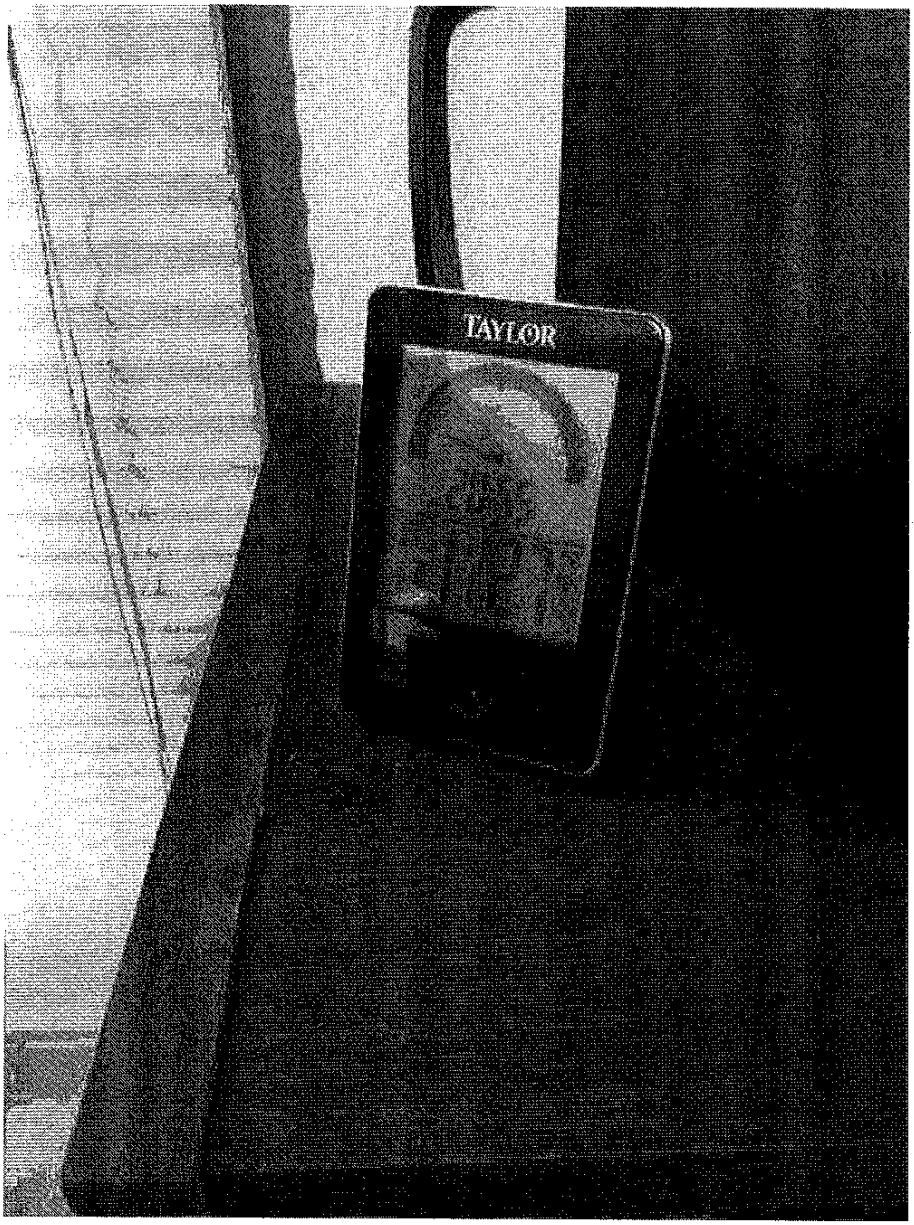
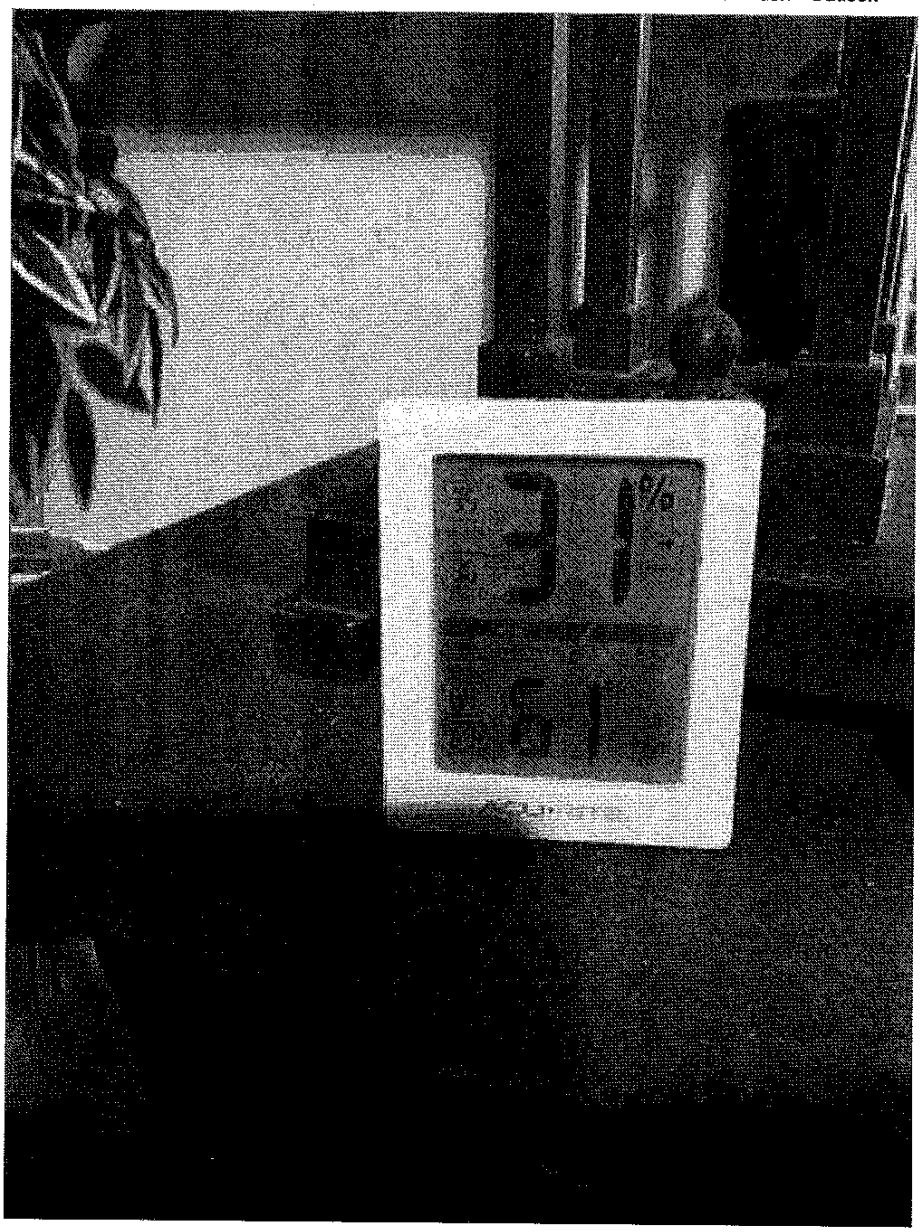
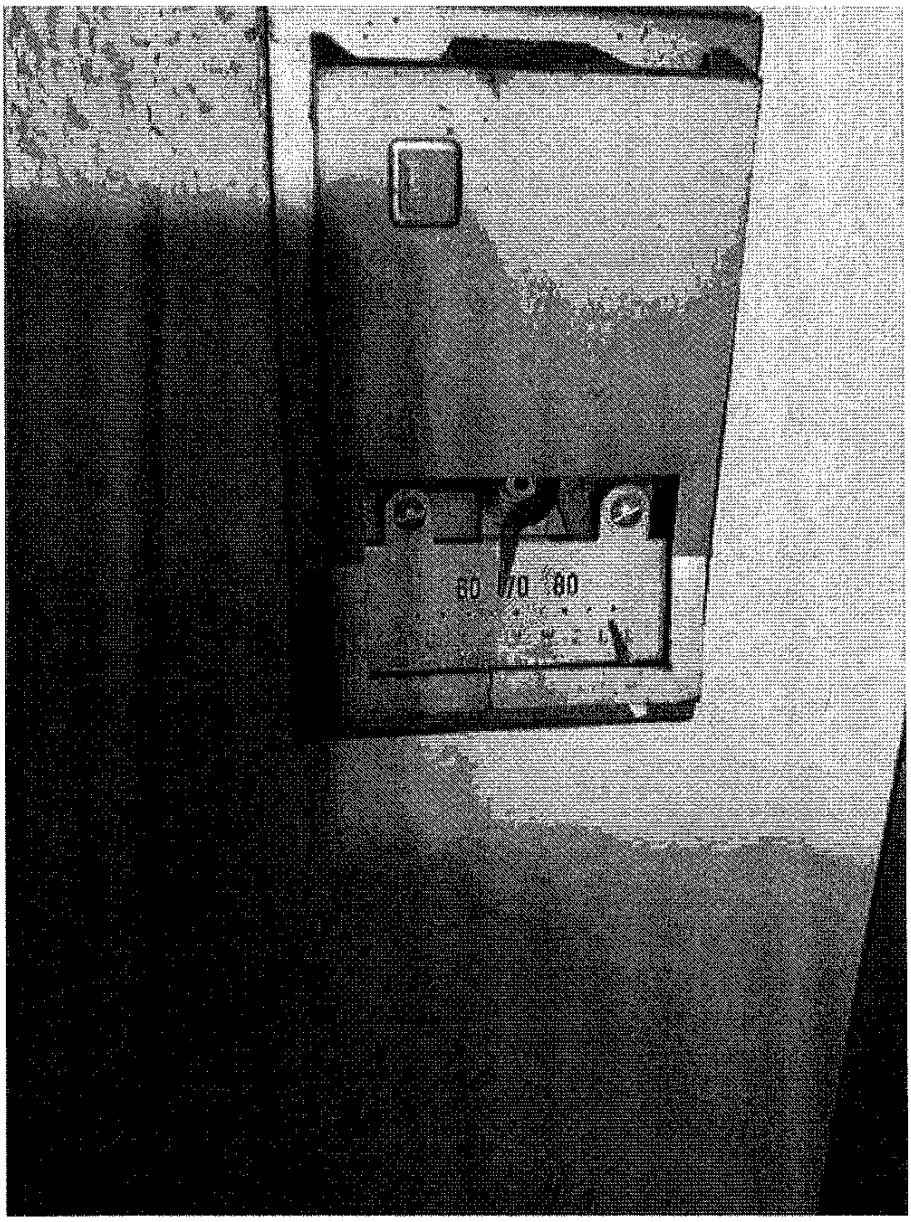
Date Fri 12/6/2024 9:09 AM
To James W. Bush <jimbush47@hotmail.com>



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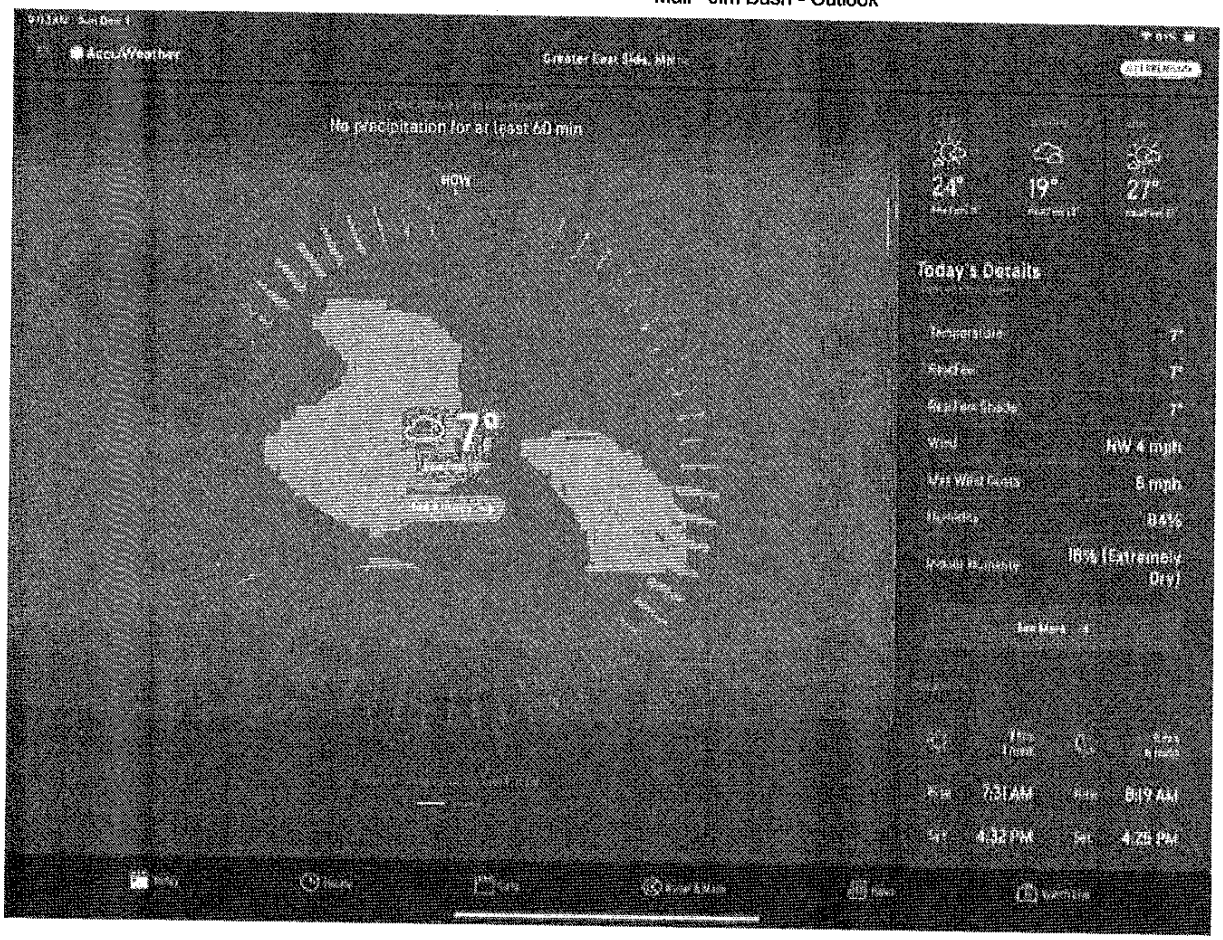

Sent from my iPad

Outlook

SUNDAY, DECEMBER 1, 2024 — 9:01 PM

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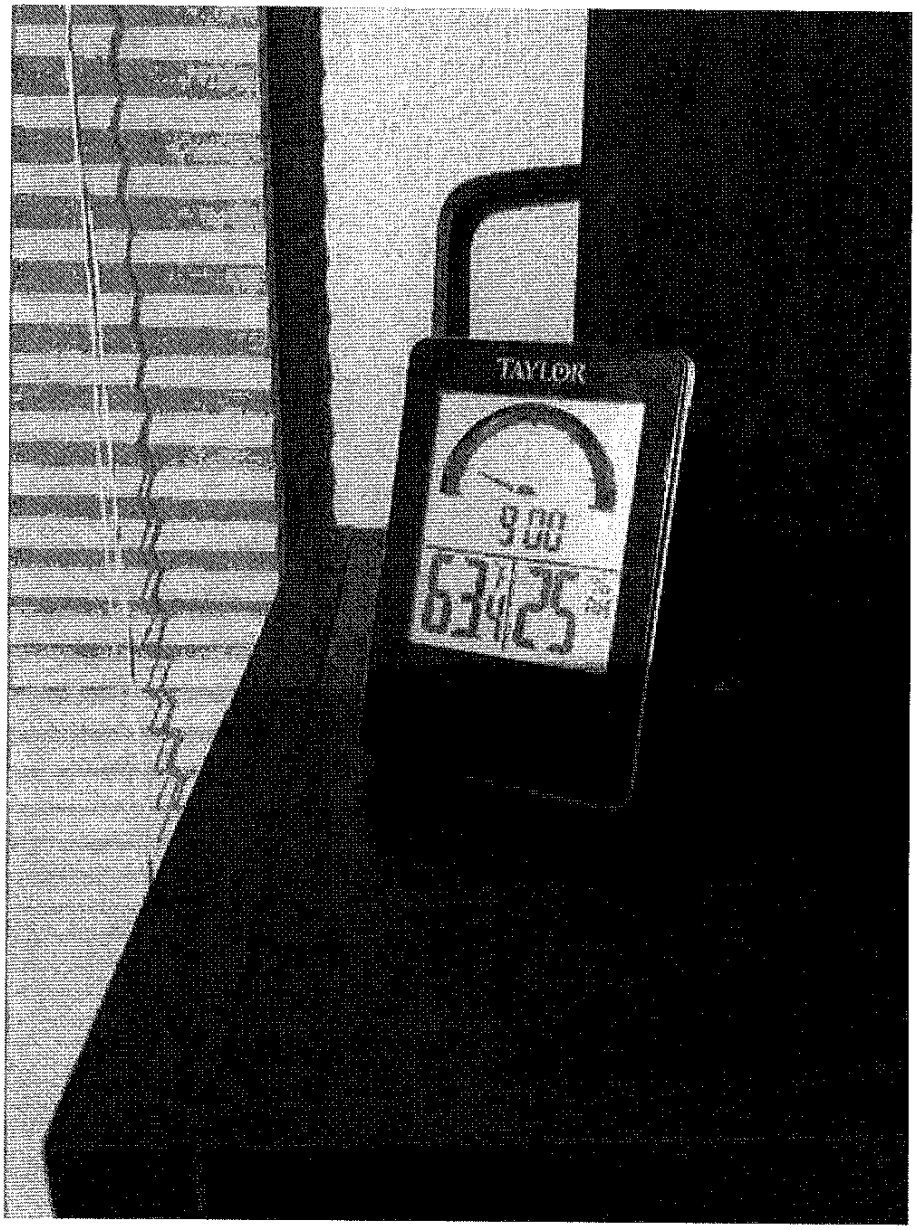
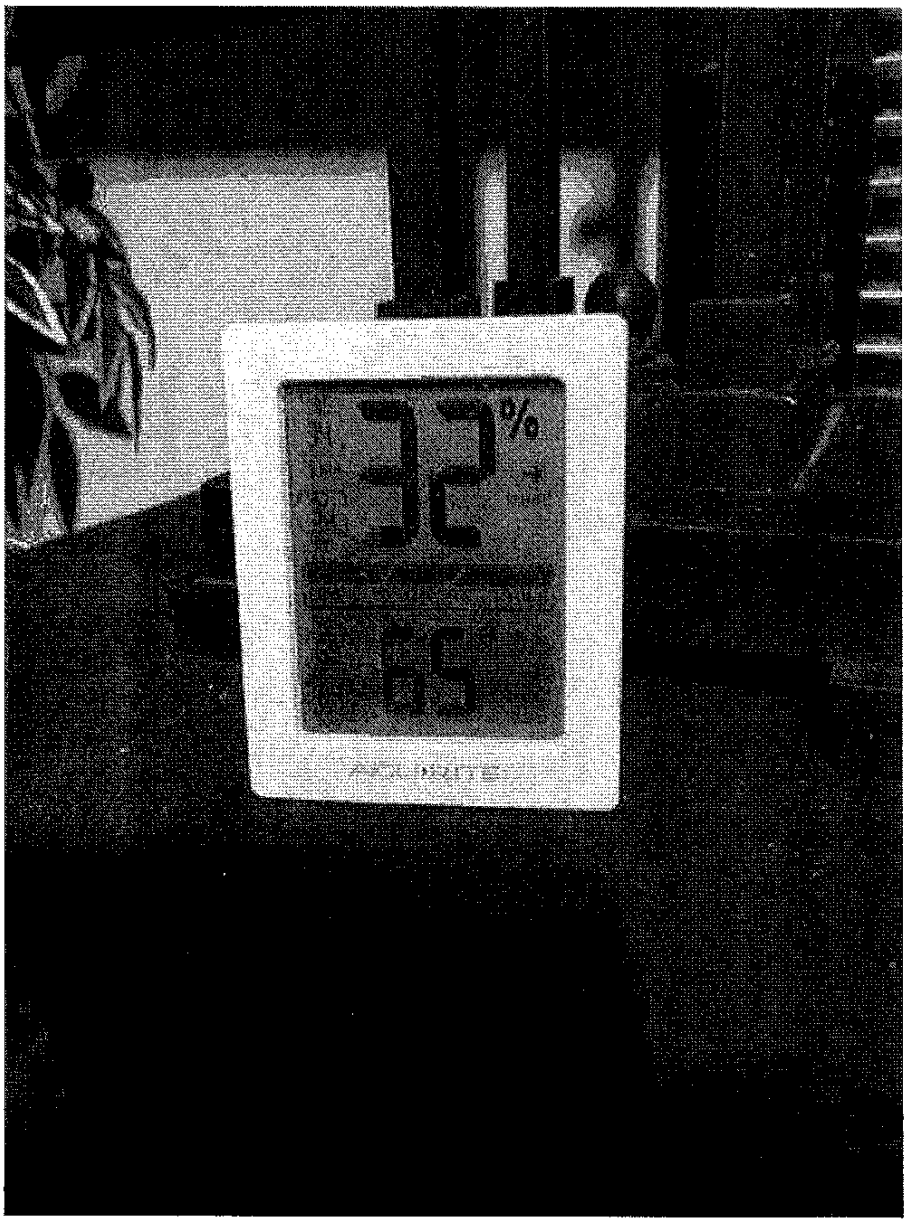
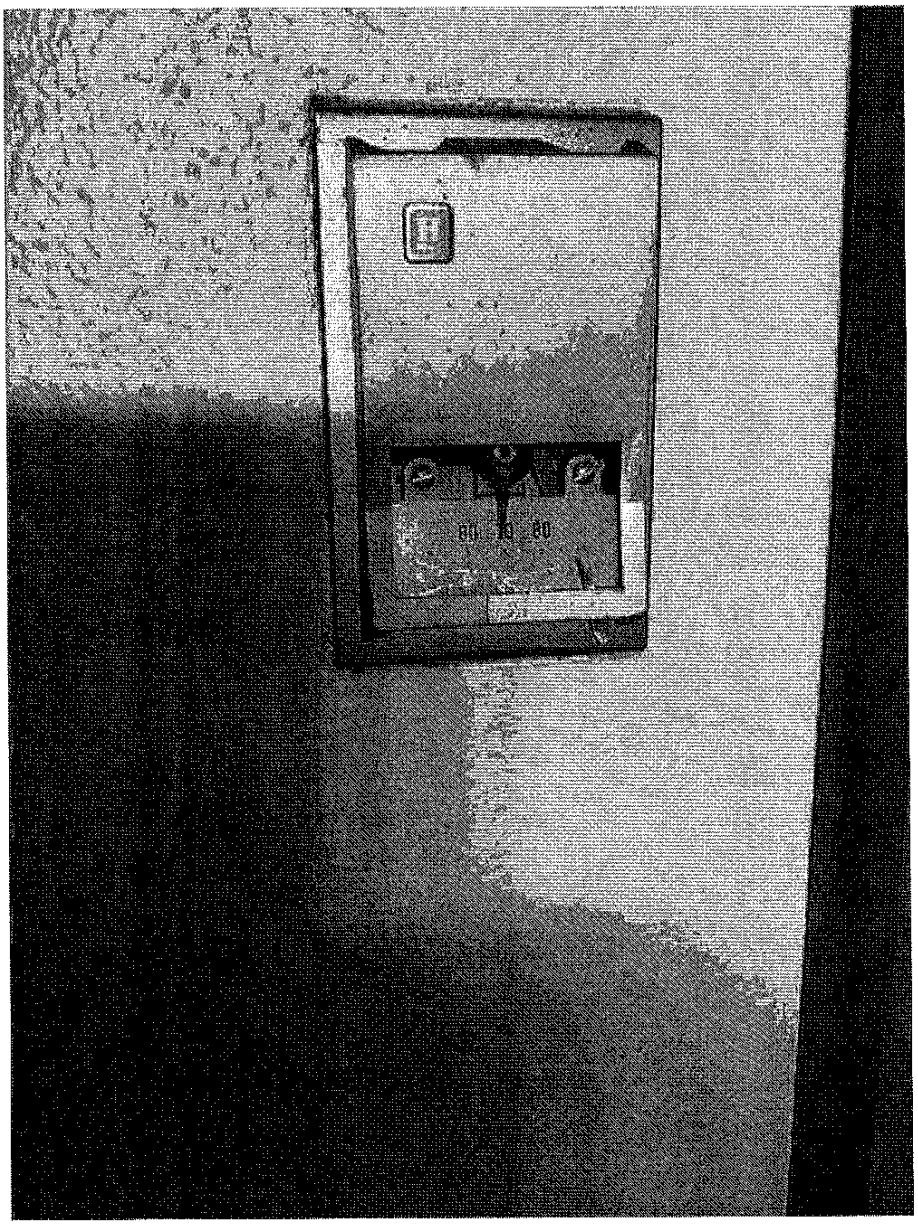
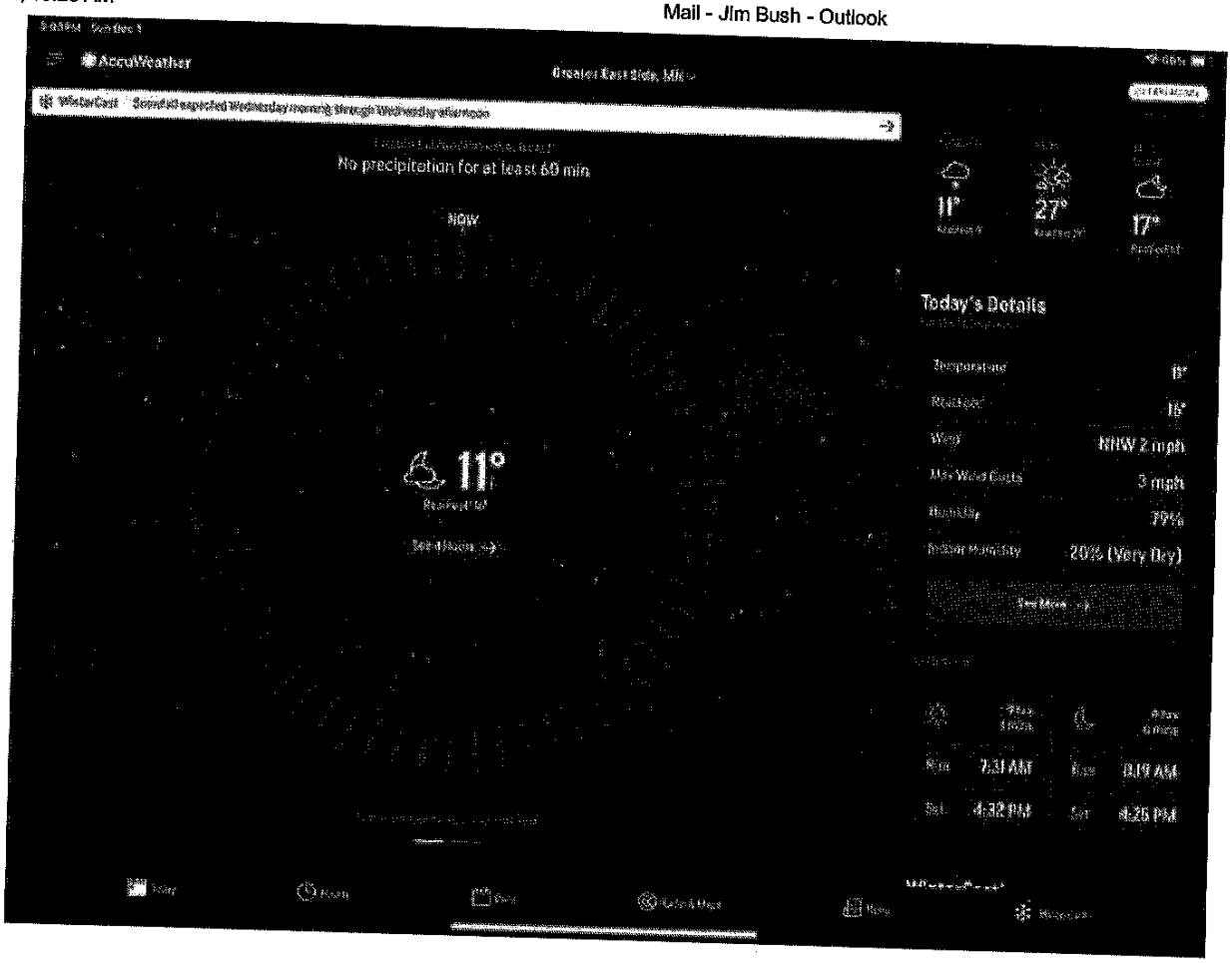
Date Fri 12/6/2024 9:11 AM
To James W. Bush <jimbush47@hotmail.com>









Sent from my iPad

Outlook

MONDAY, DECEMBER 2, 2024 — 8:48 AM

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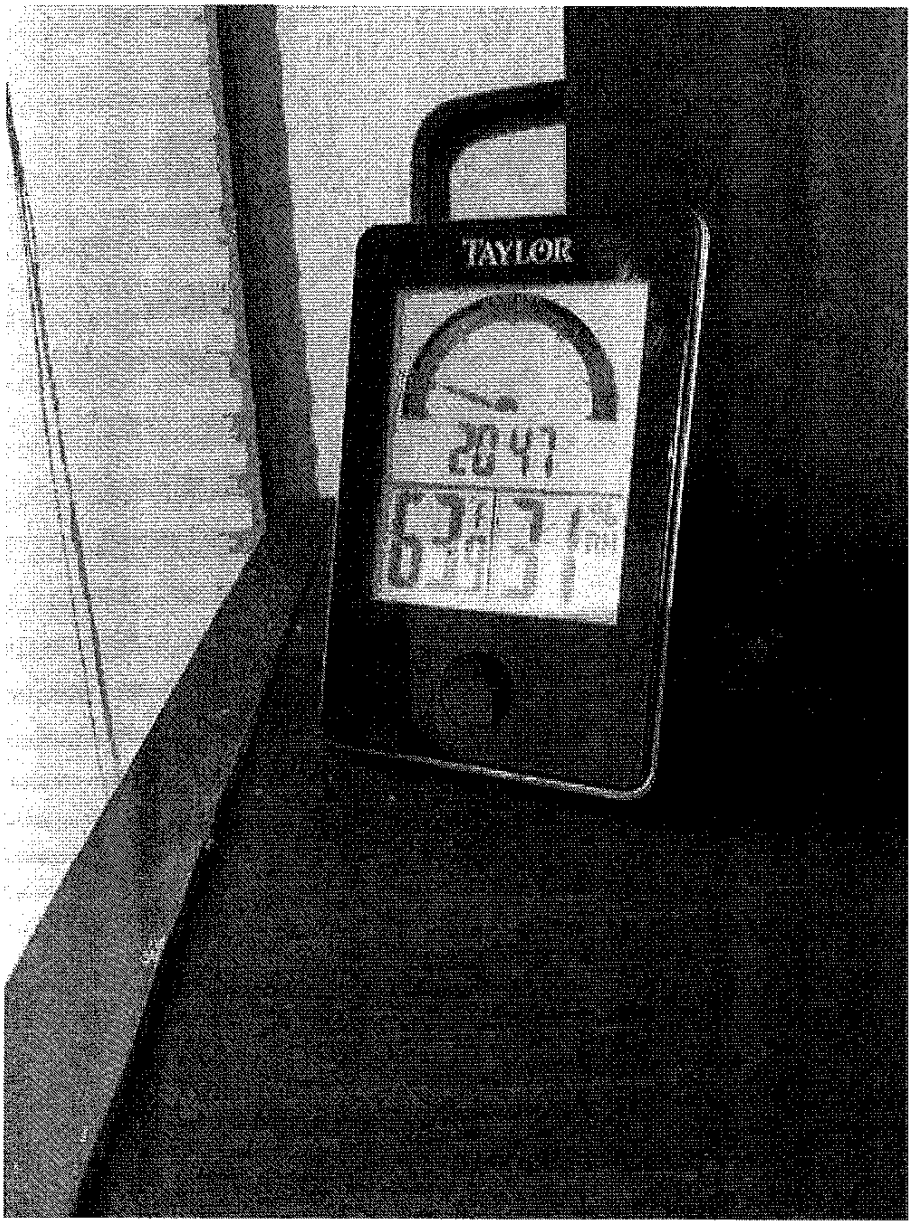
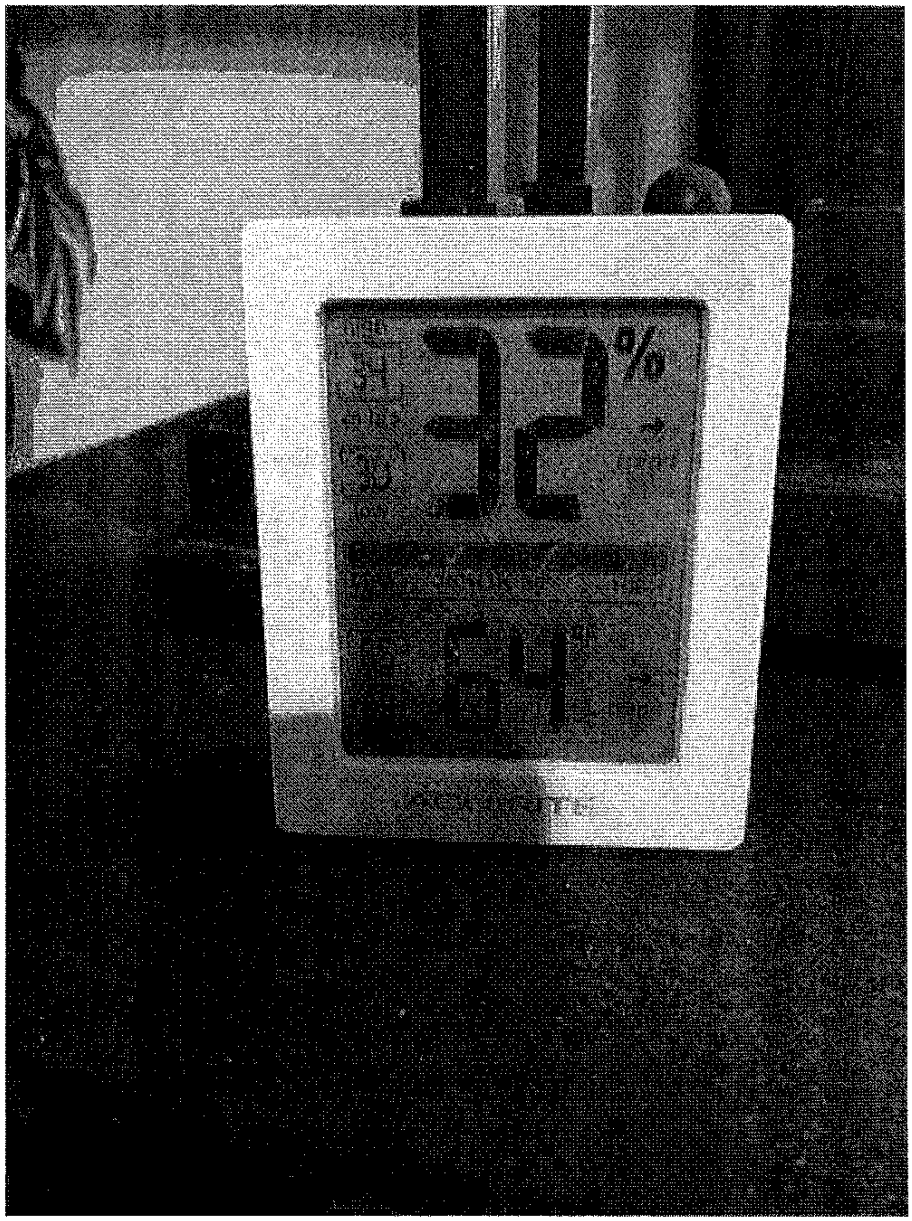
Date Fri 12/6/2024 9:14 AM
To James W. Bush <jimbush47@hotmail.com>

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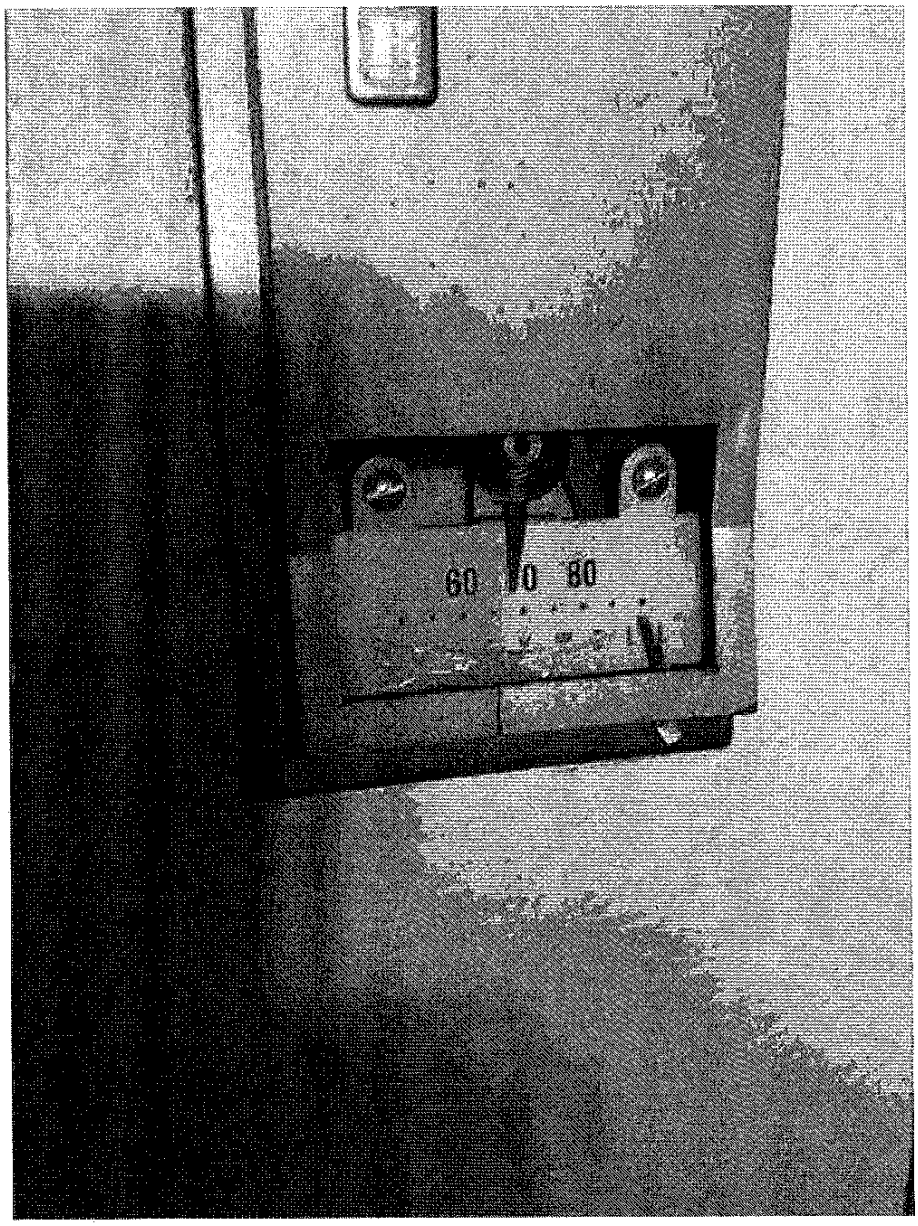
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Sent from my iPad

Outlook

MONDAY, DECEMBER 2, 2024 — 10:06 PM

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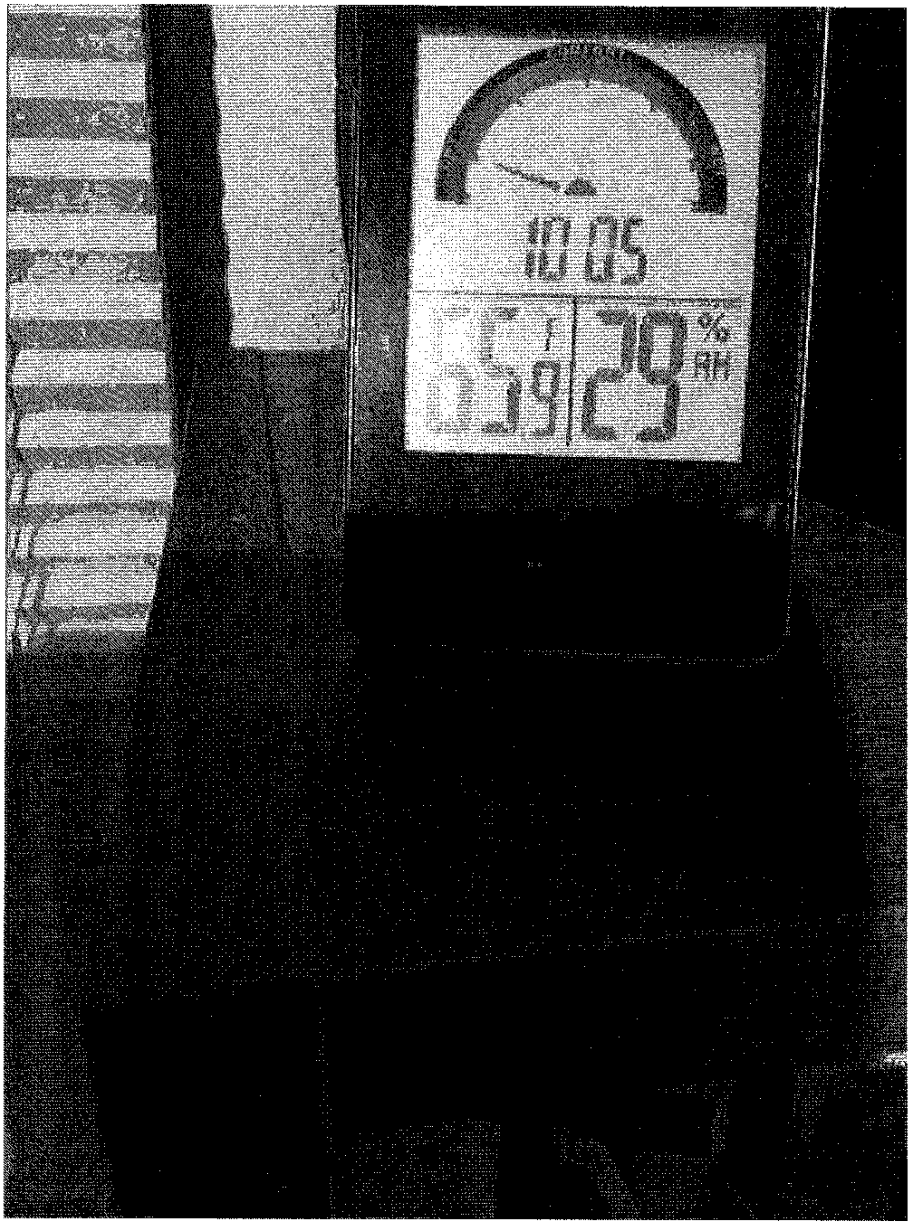
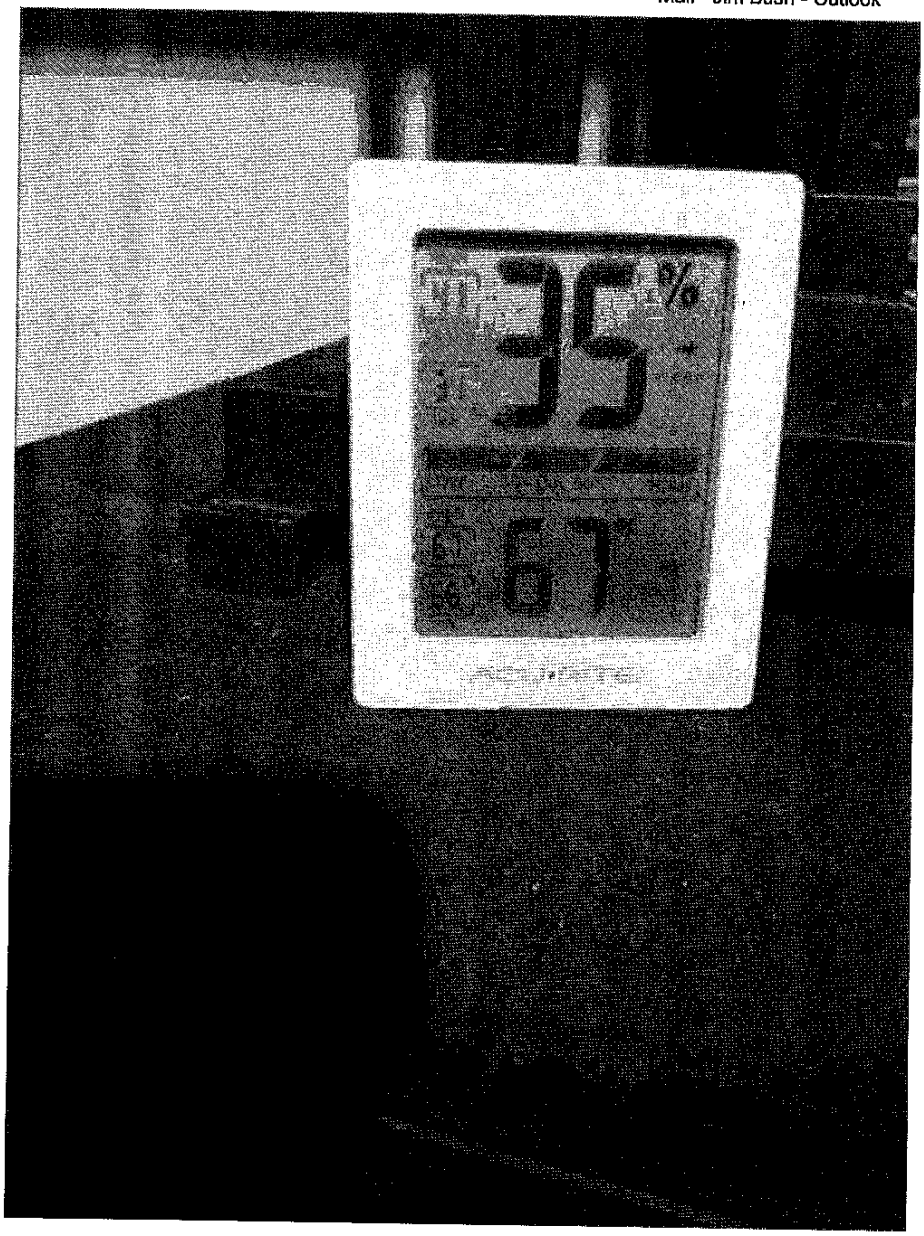
Date Fri 12/6/2024 9:16 AM
To James W. Bush <jimbush47@hotmail.com>

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60 70 80

Sent from my iPad

Outlook

TUESDAY, DECEMBER 3, 2024 — 7:01 AM

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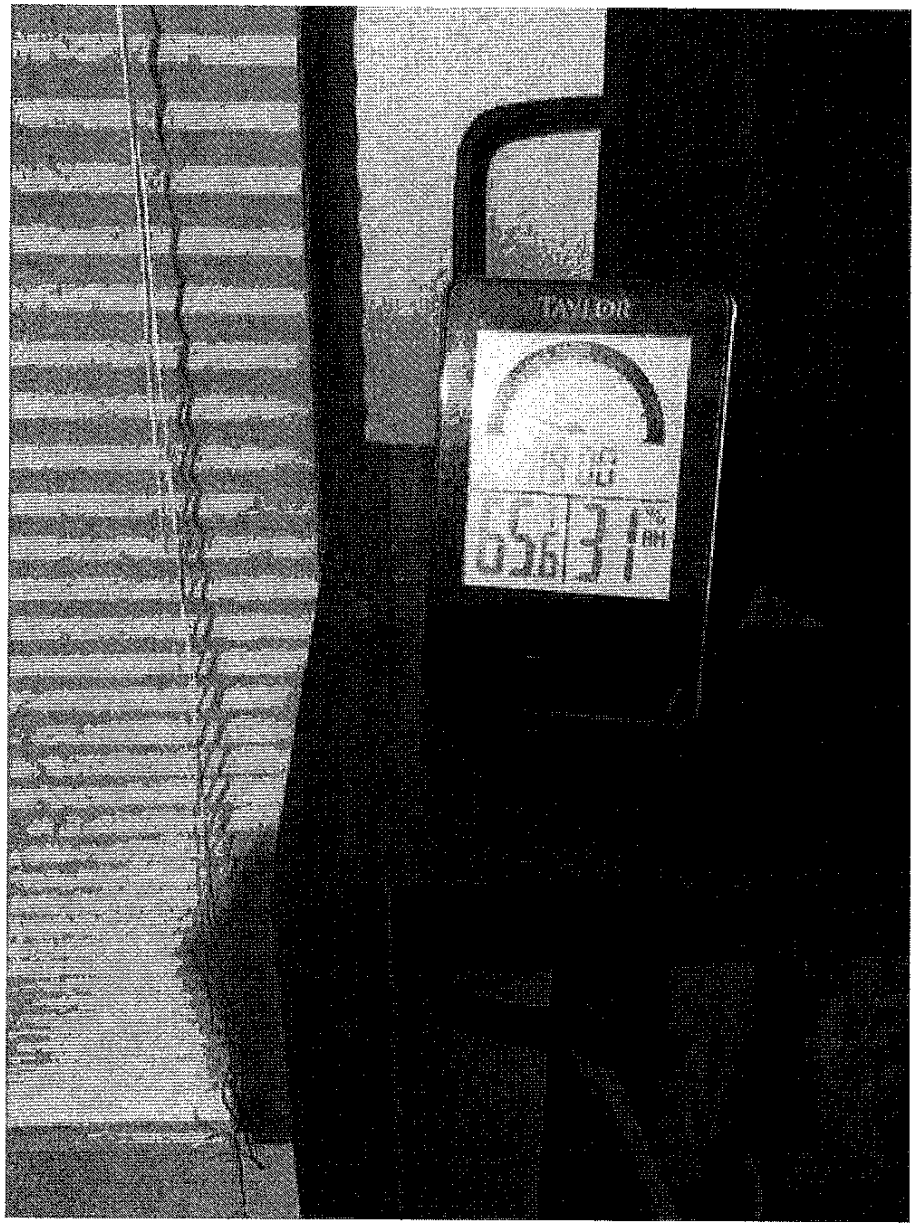
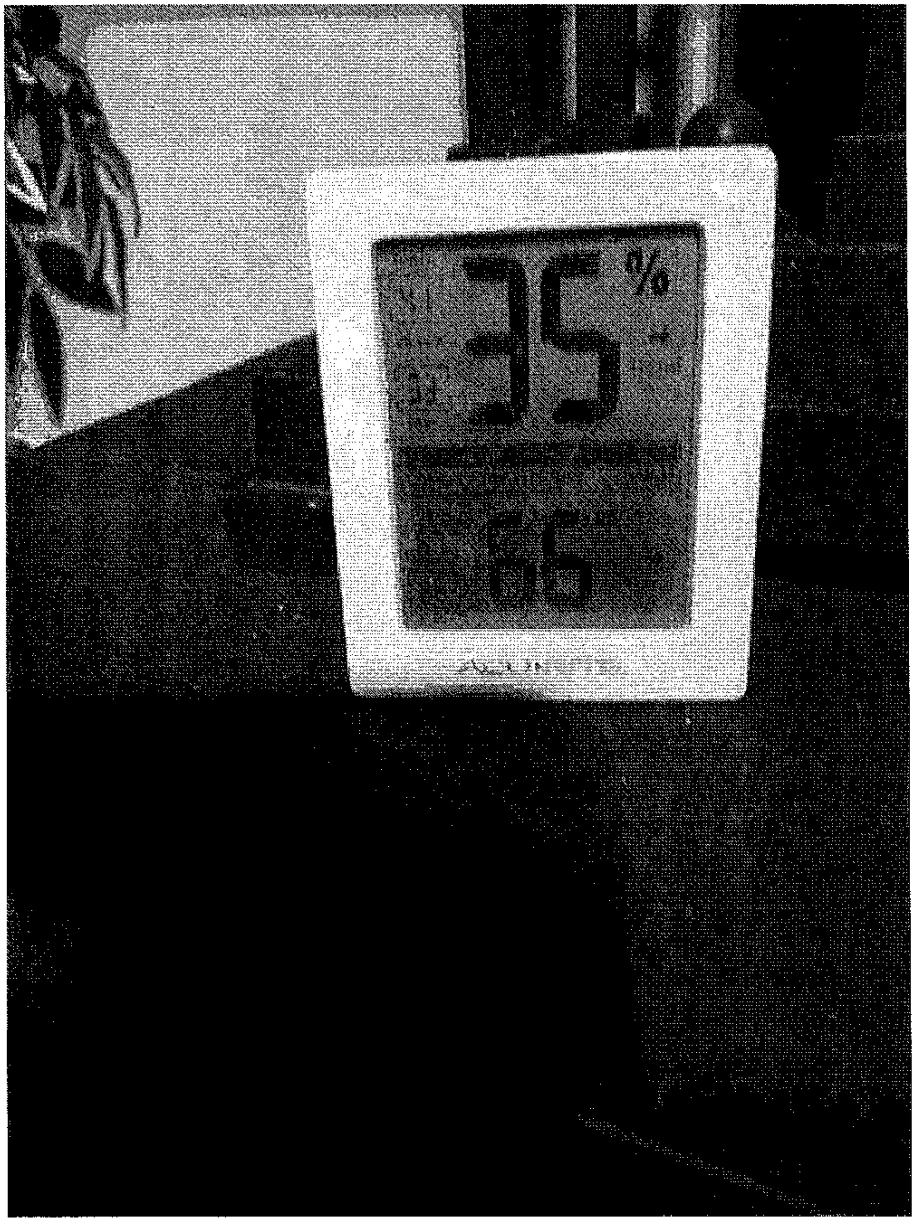
Date Fri 12/6/2024 9:17 AM
To James W. Bush <jimbush47@hotmail.com>




35 %
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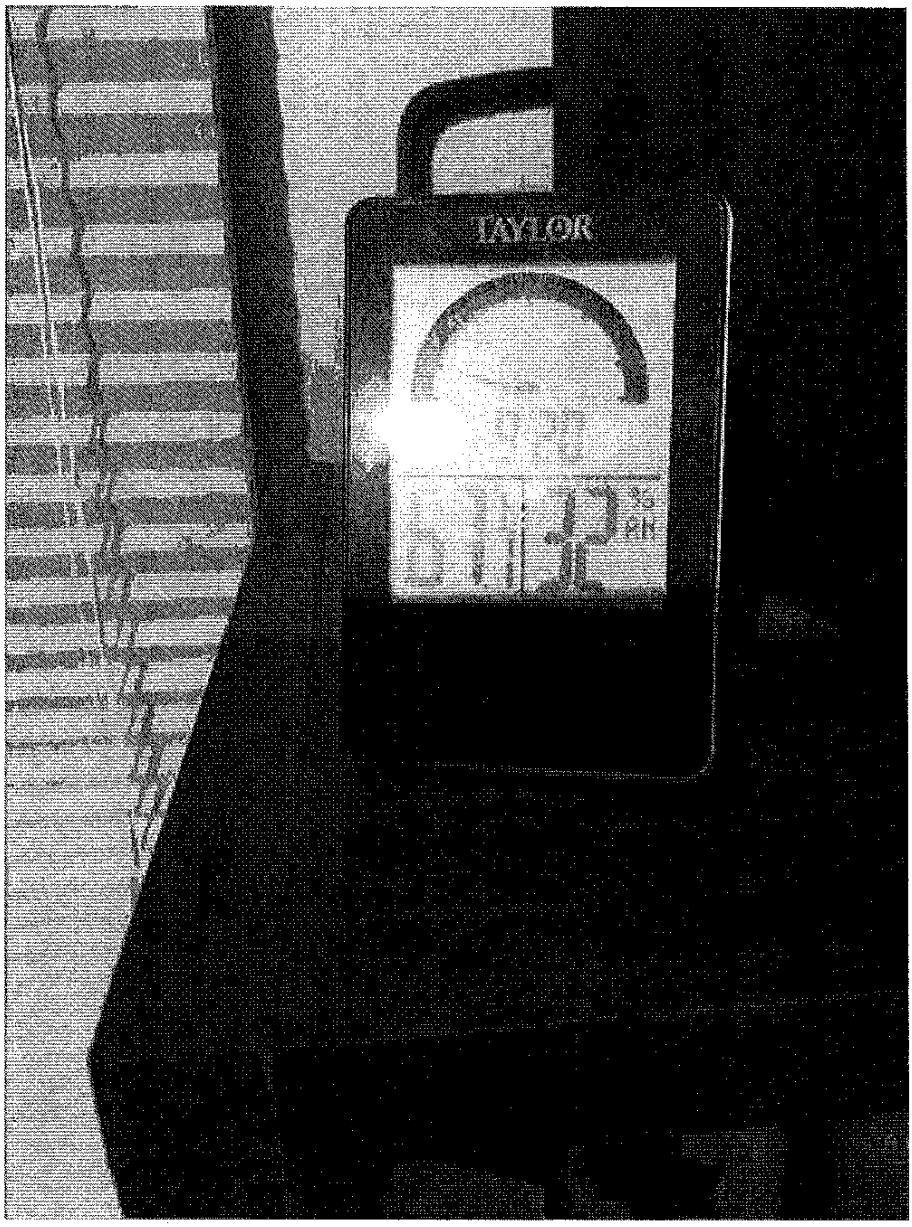
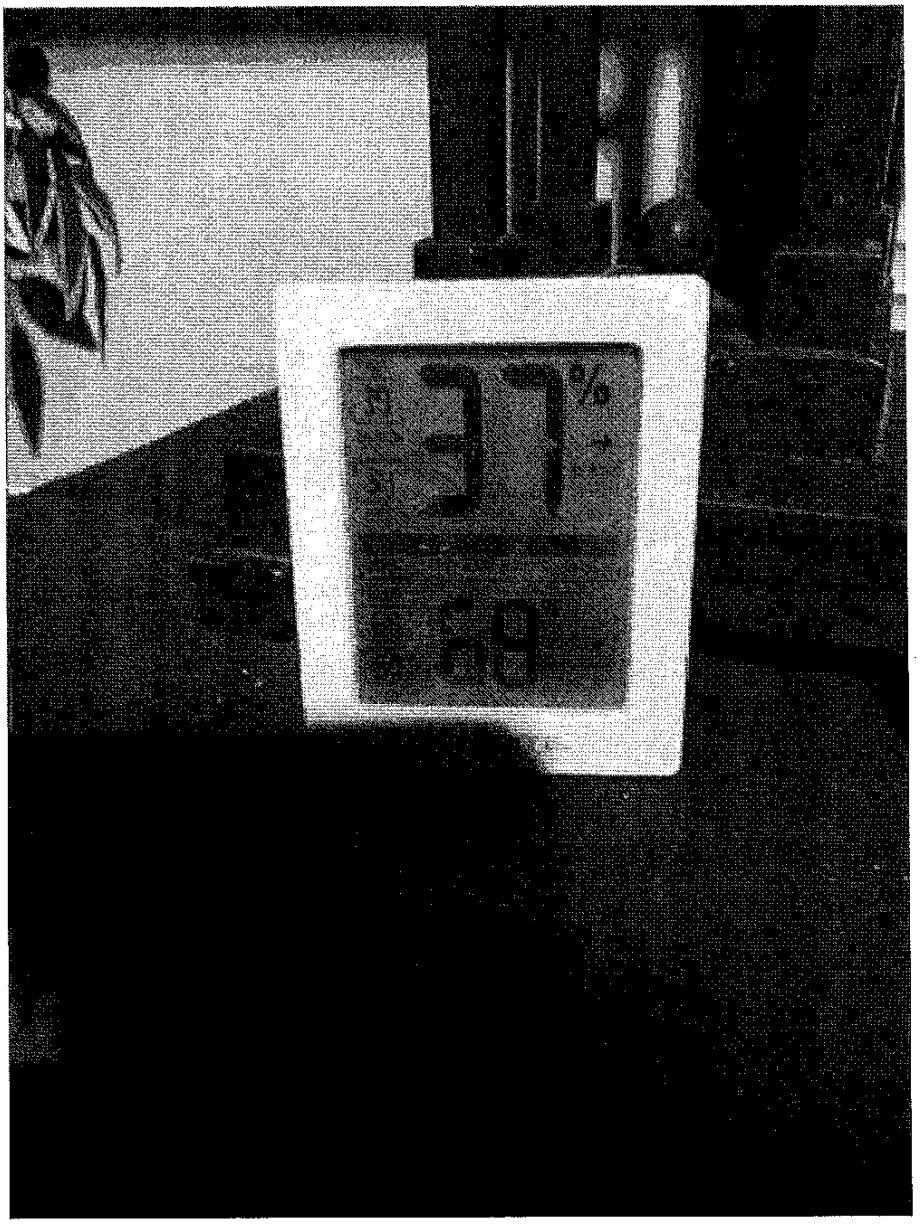
Sent from my iPad

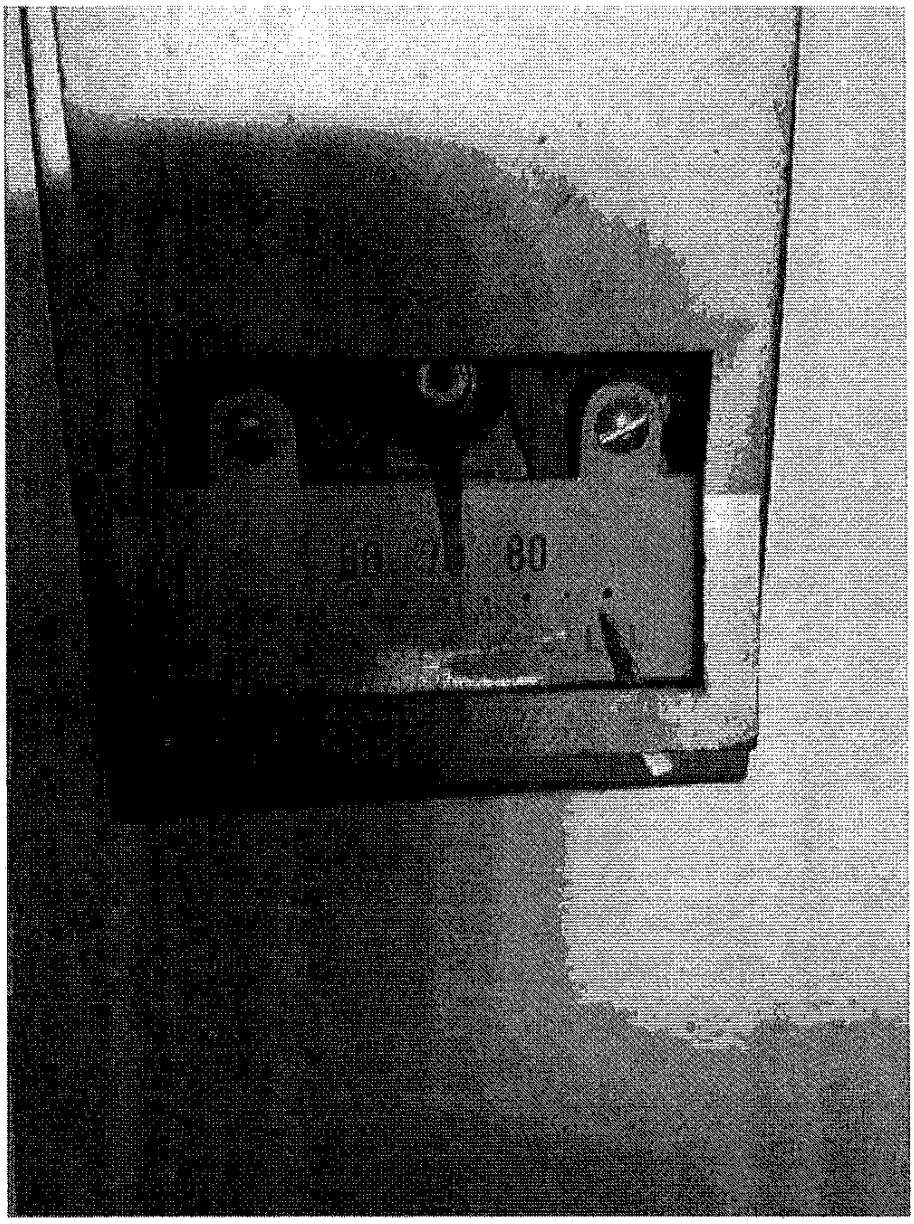
Outlook

TUESDAY, DECEMBER 3, 2024 — 9:21 PM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 9:18 AM
To James W. Bush <jimbush47@hotmail.com>





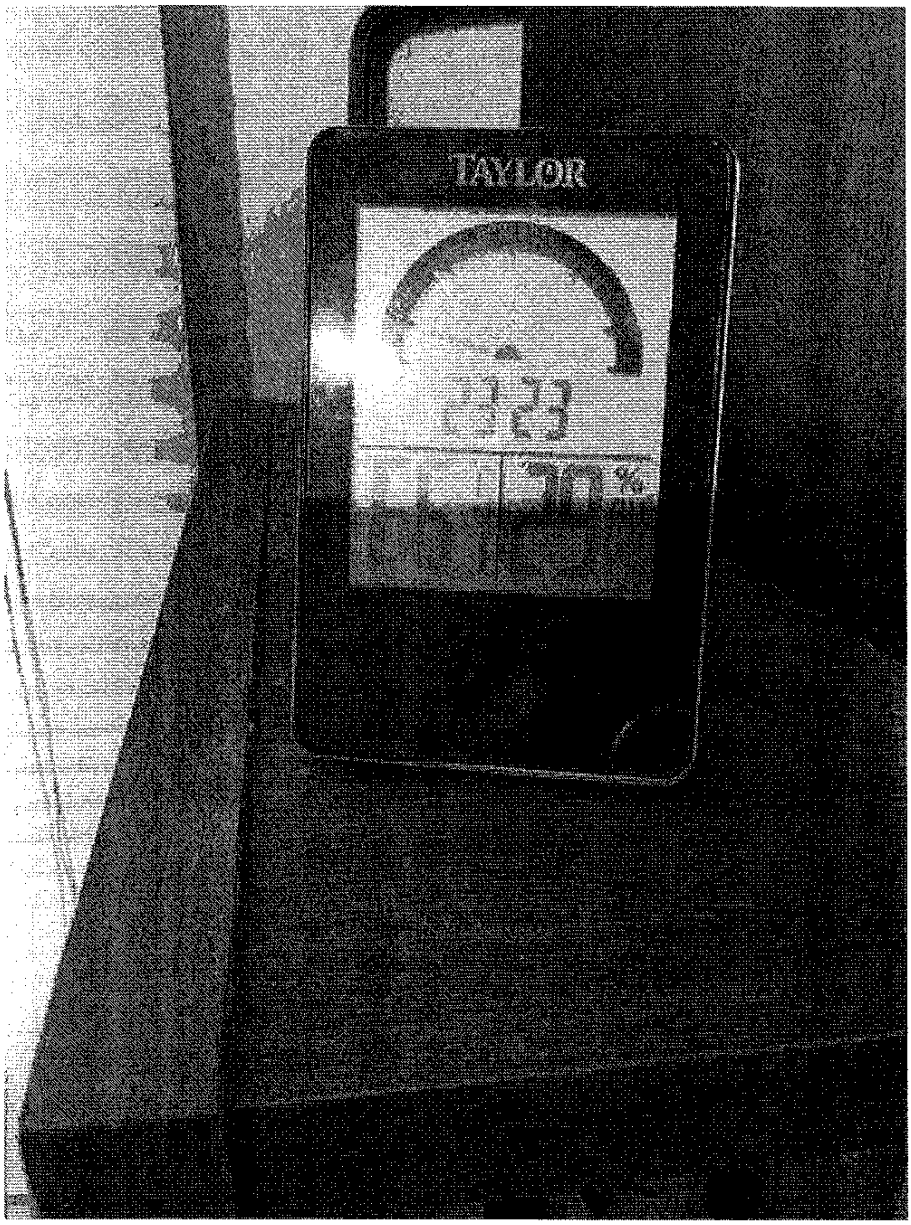

60 70 80

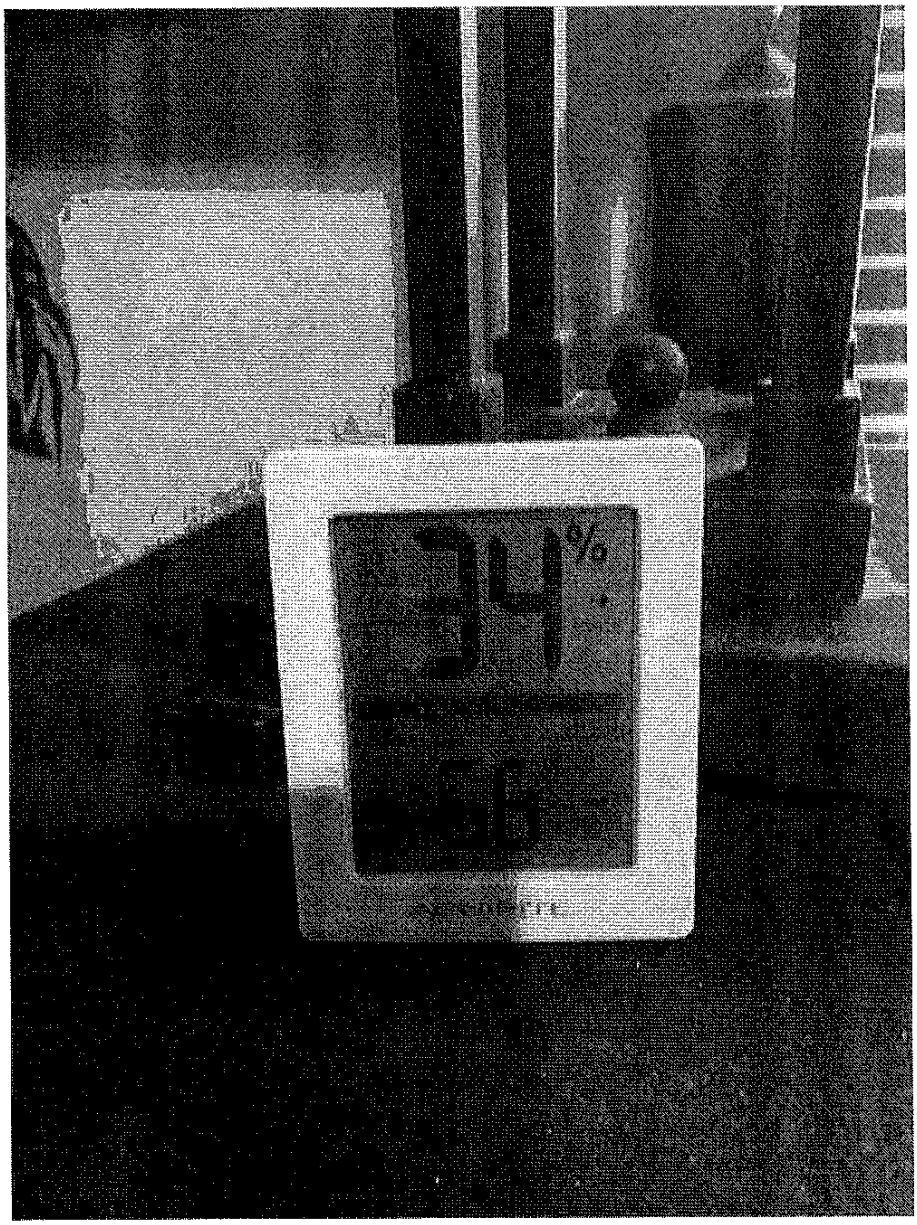
Sent from my iPad

Outlook

WEDNESDAY, DECEMBER 4, 2024 — 11:24 AM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 9:19 AM
To James W. Bush <jimbush47@hotmail.com>

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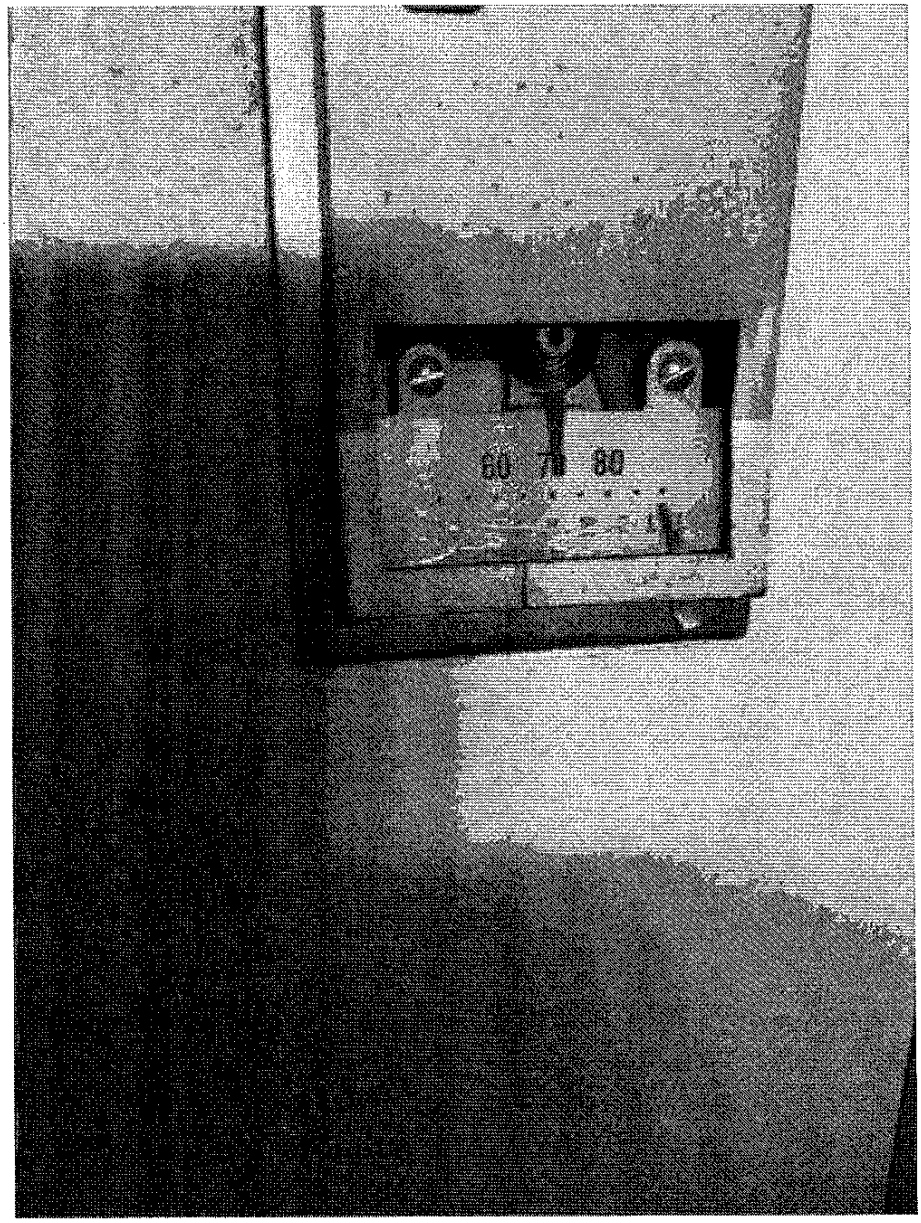
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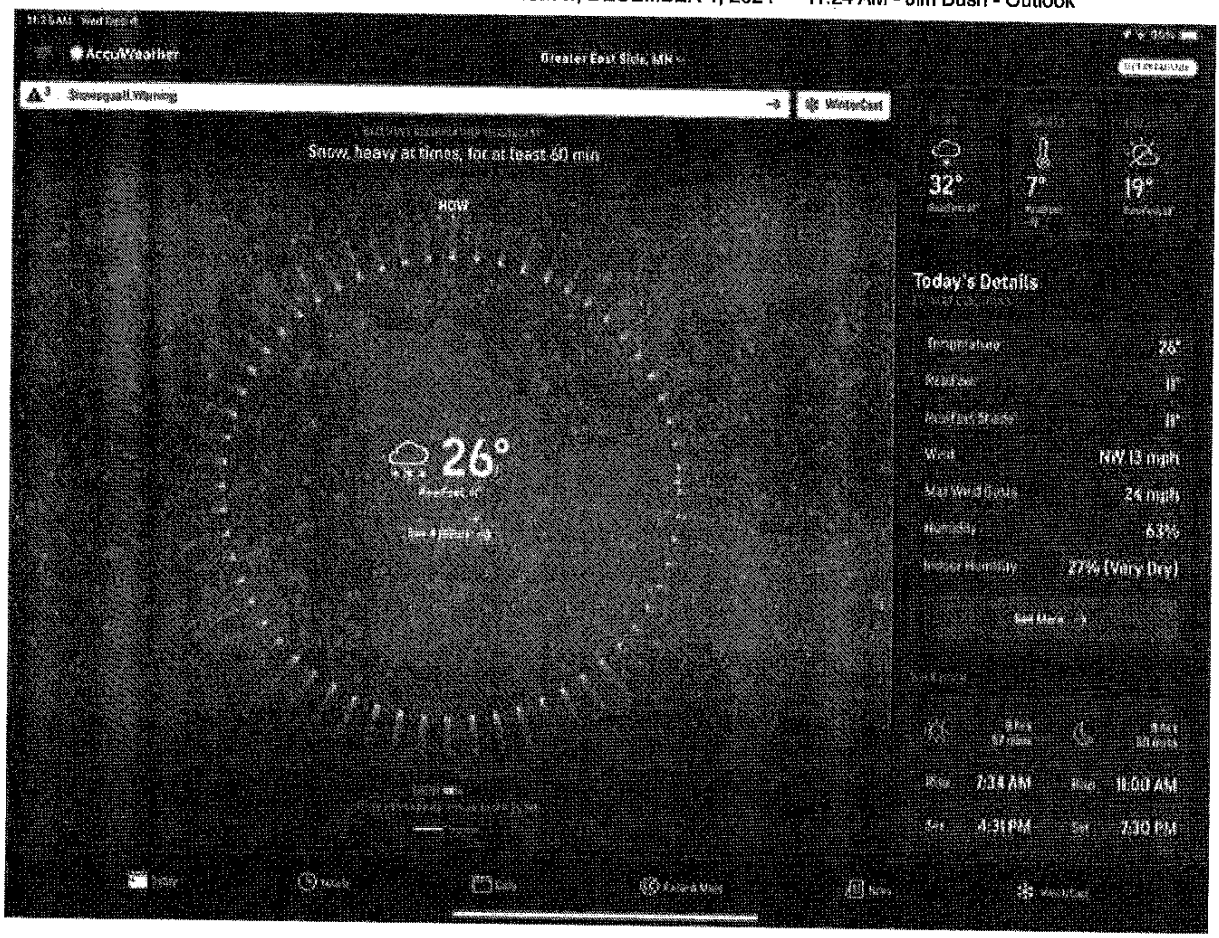
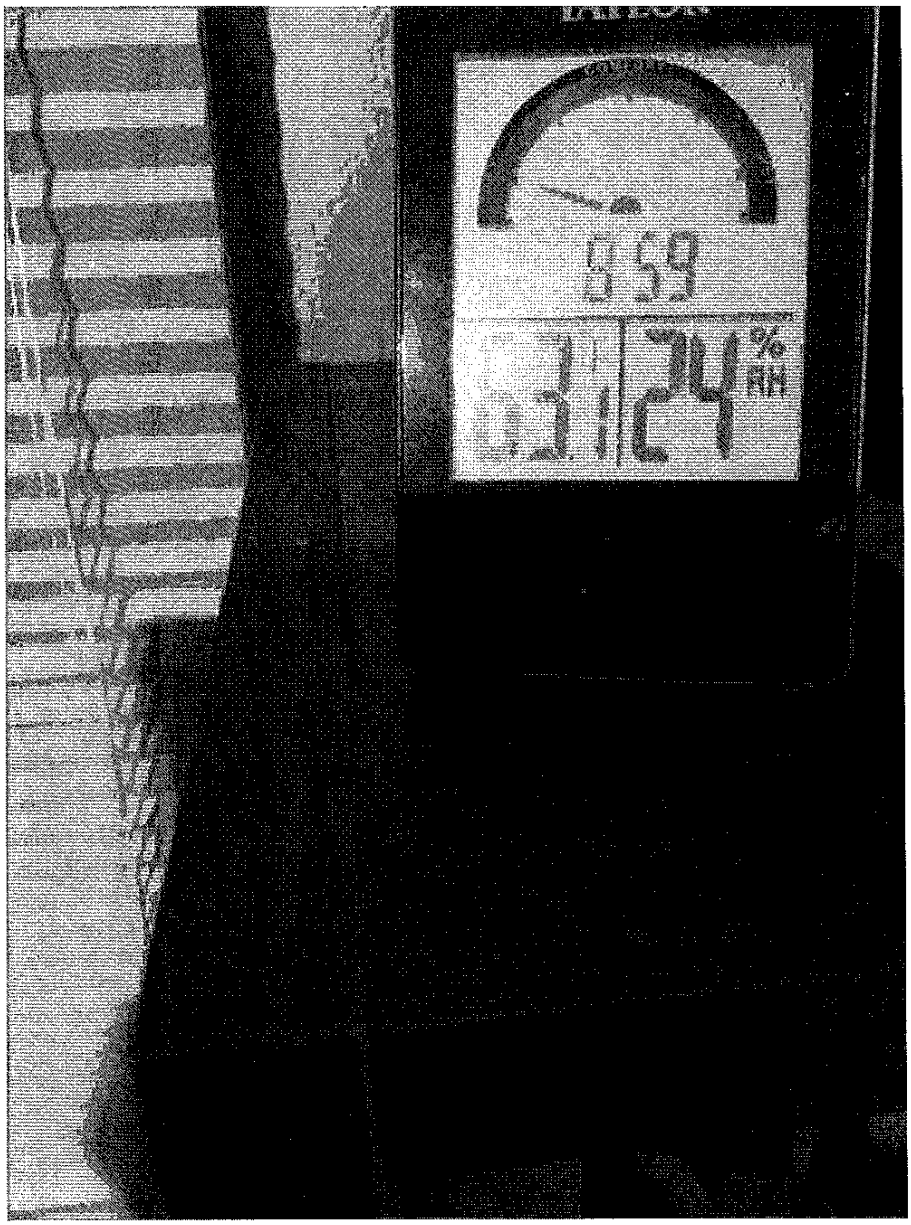


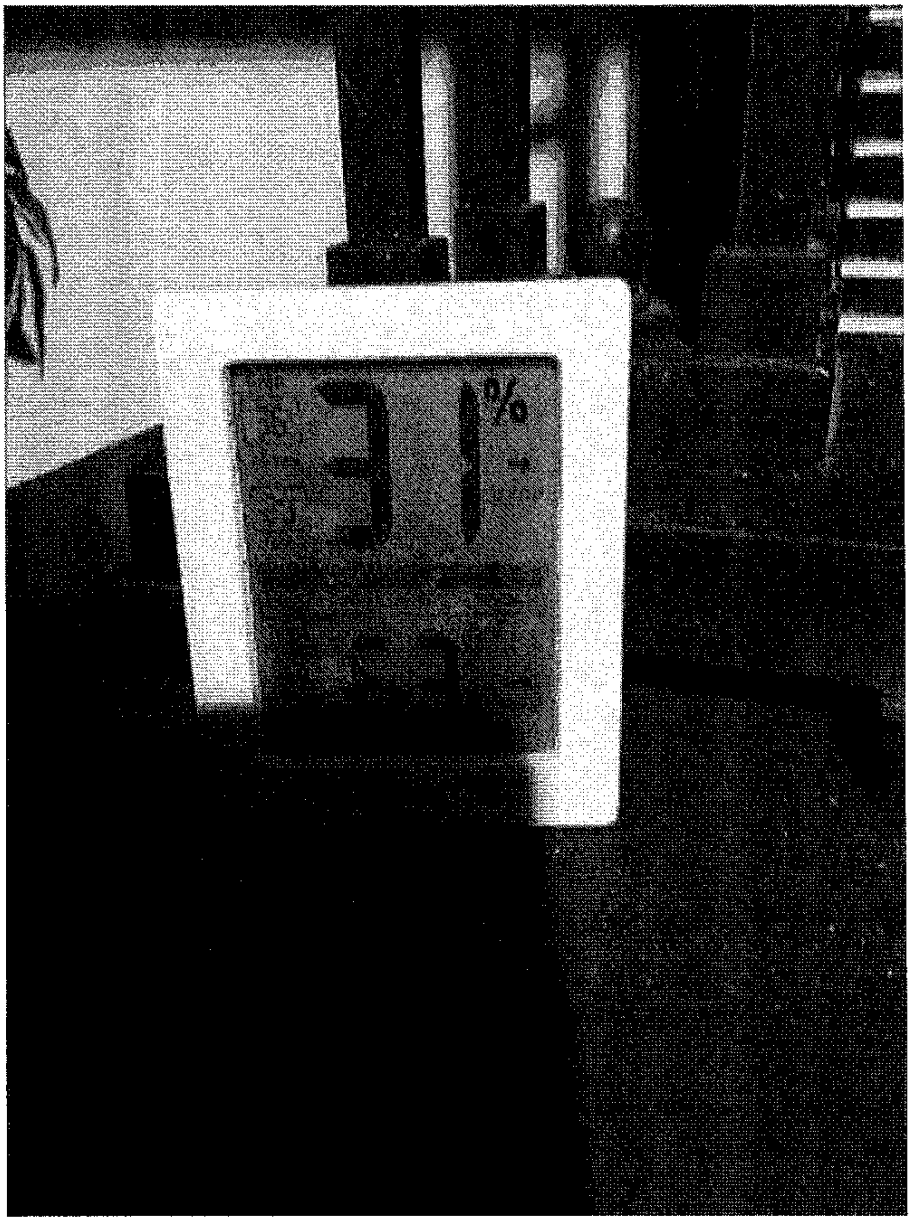
Sent from my iPad

Outlook

WEDNESDAY, DECEMBER 4, 2024 — 9:00 PM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 9:20 AM
To James W. Bush <jimbush47@hotmail.com>

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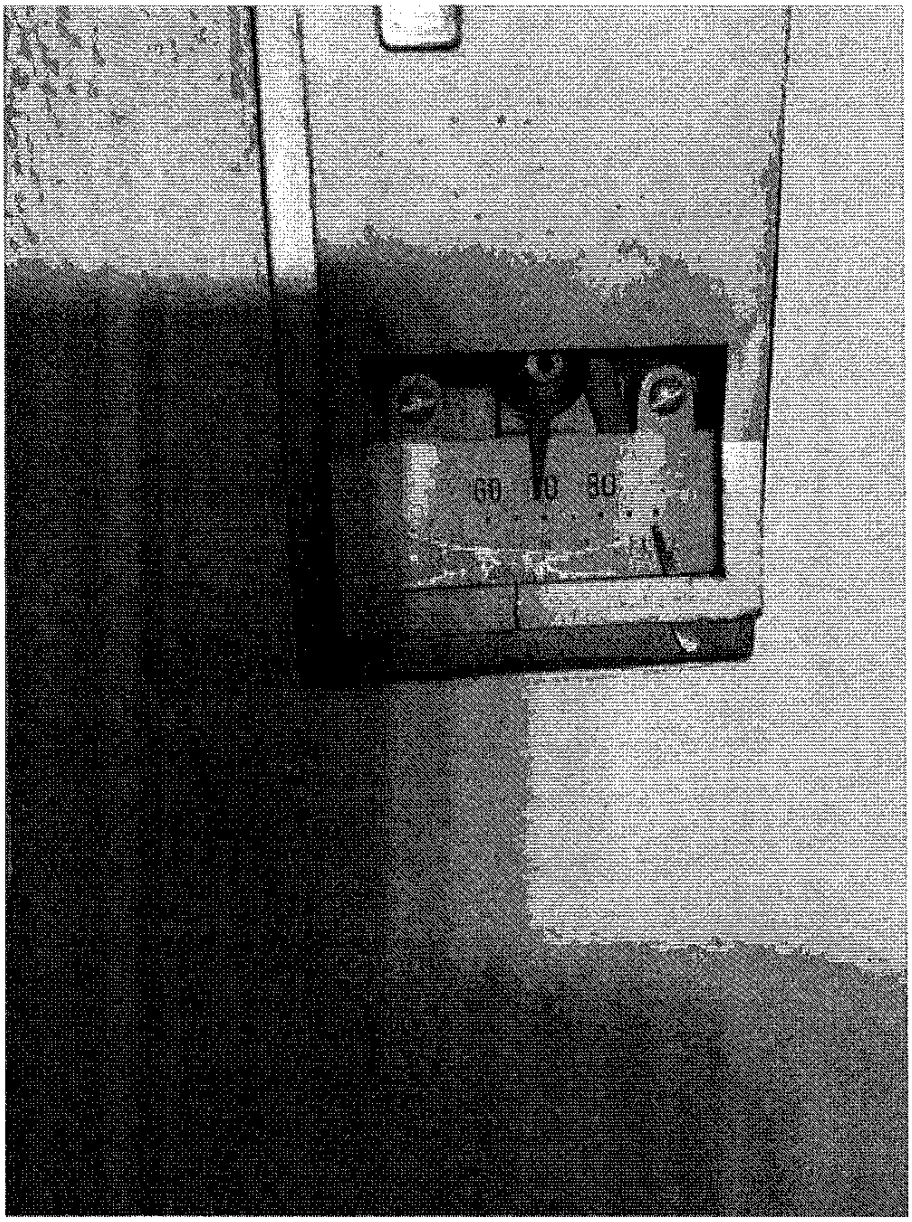
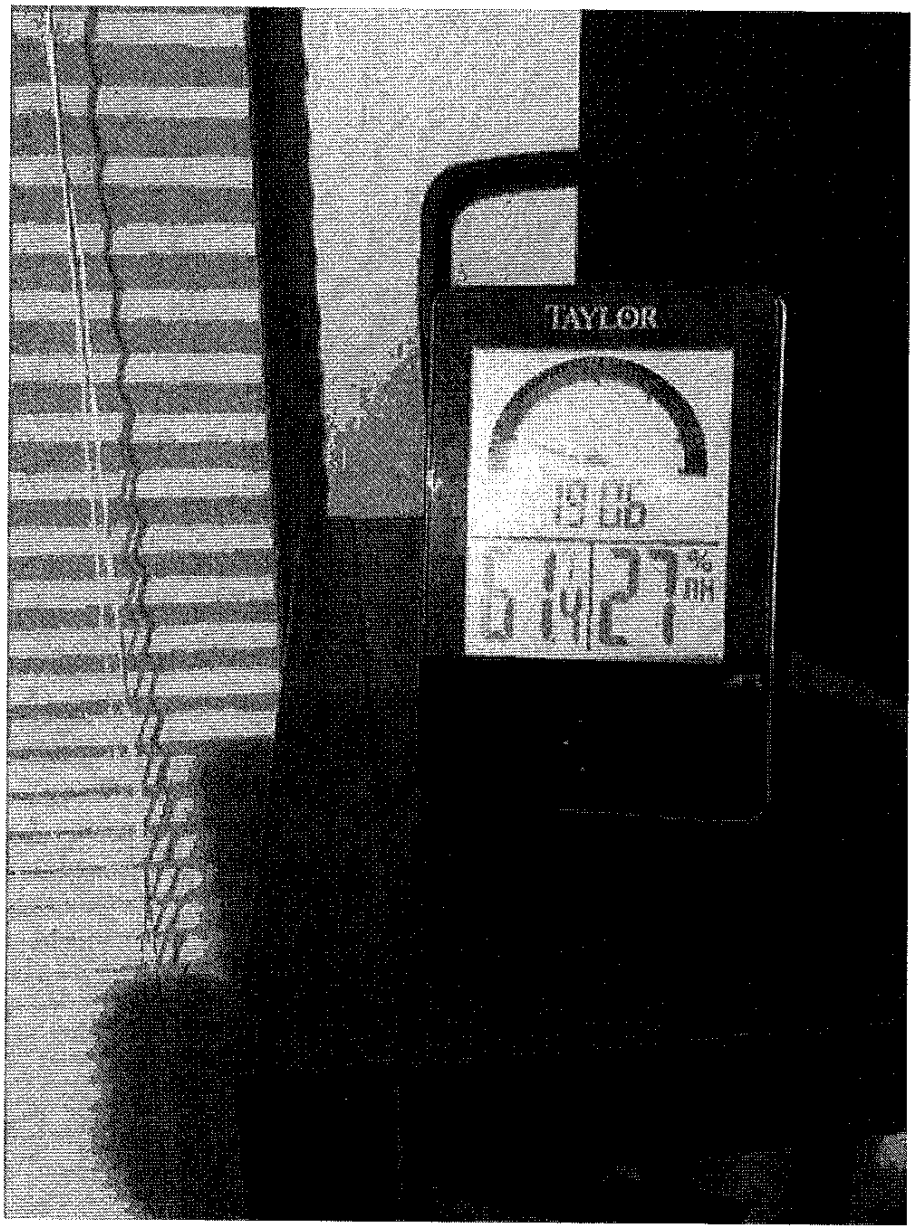

60 70 80

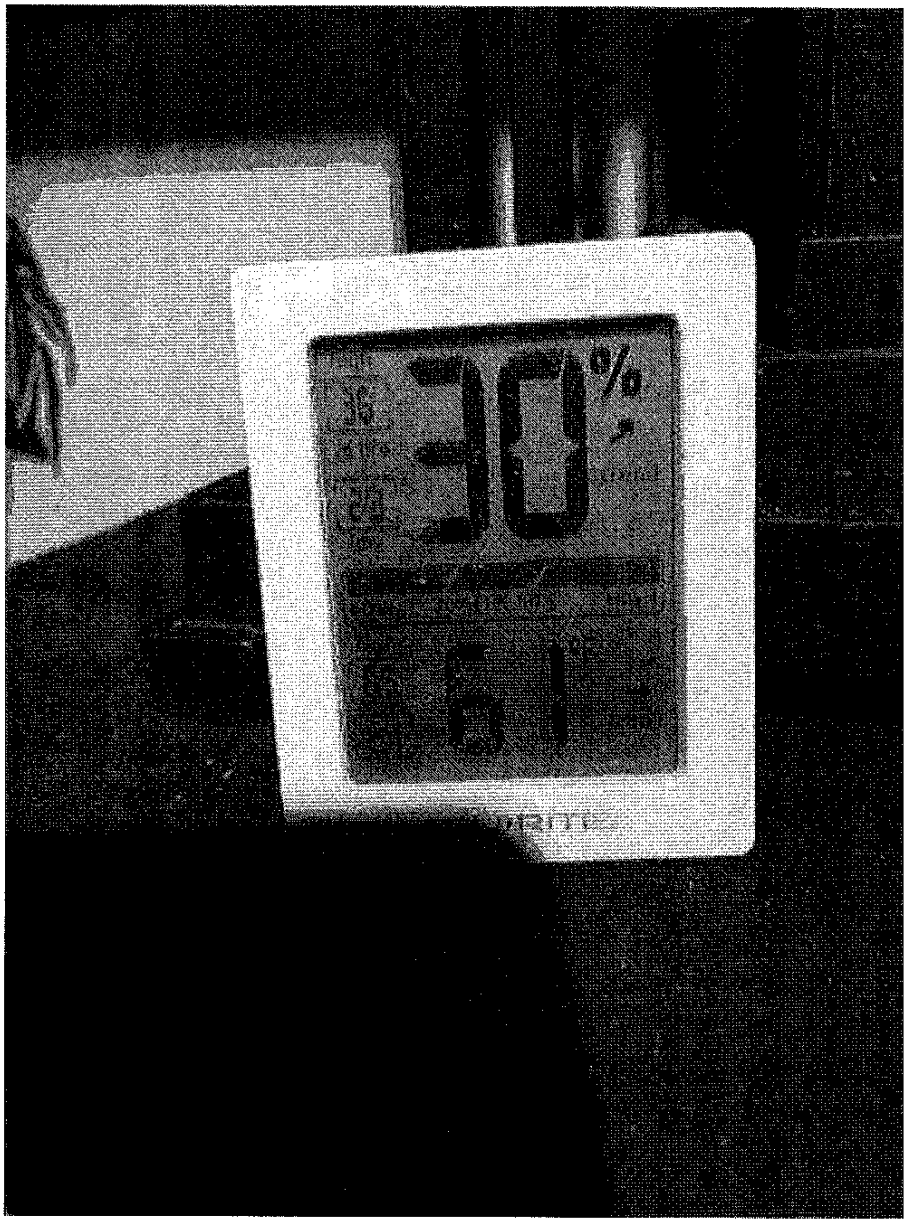
Sent from my iPad

Outlook

THURSDAY, DECEMBER 5, 2024 — 7:07 AM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 9:22 AM
To James W. Bush <jimbush47@hotmail.com>

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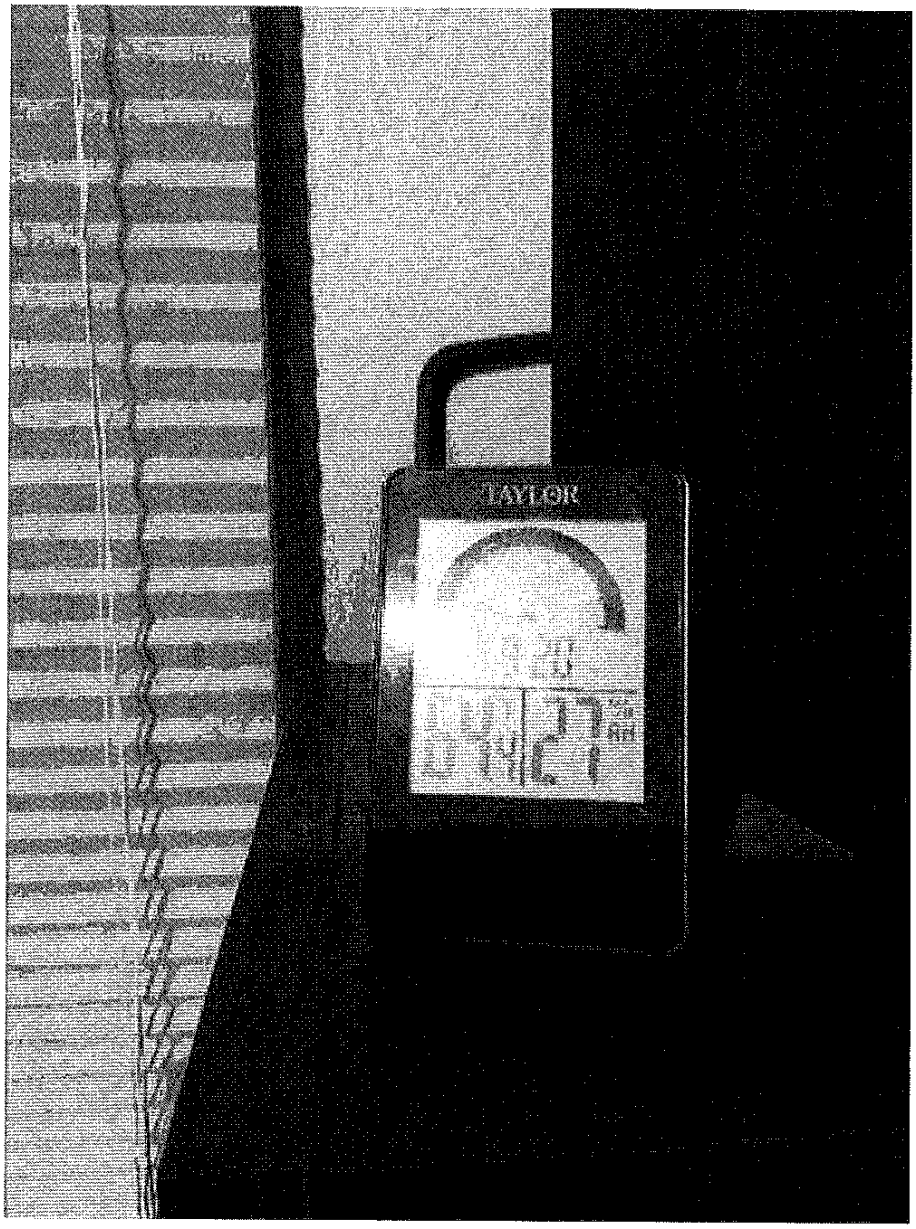
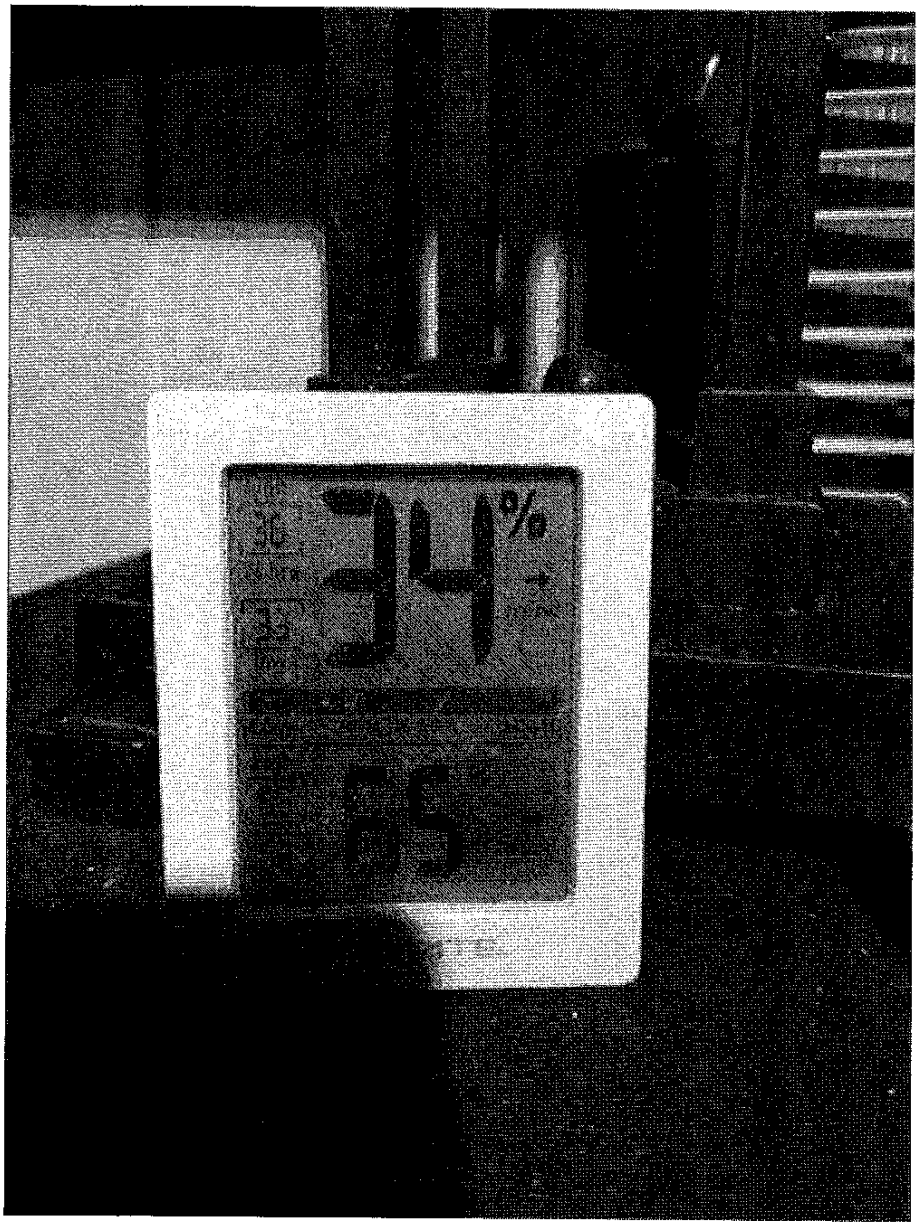
Sent from my iPad

Outlook

THURSDAY, DECEMBER 5, 2024 — 9:21 PM

From James W. Bush <jimbush47@icloud.com>
Date Fri 12/6/2024 9:23 AM
To James W. Bush <jimbush47@hotmail.com>

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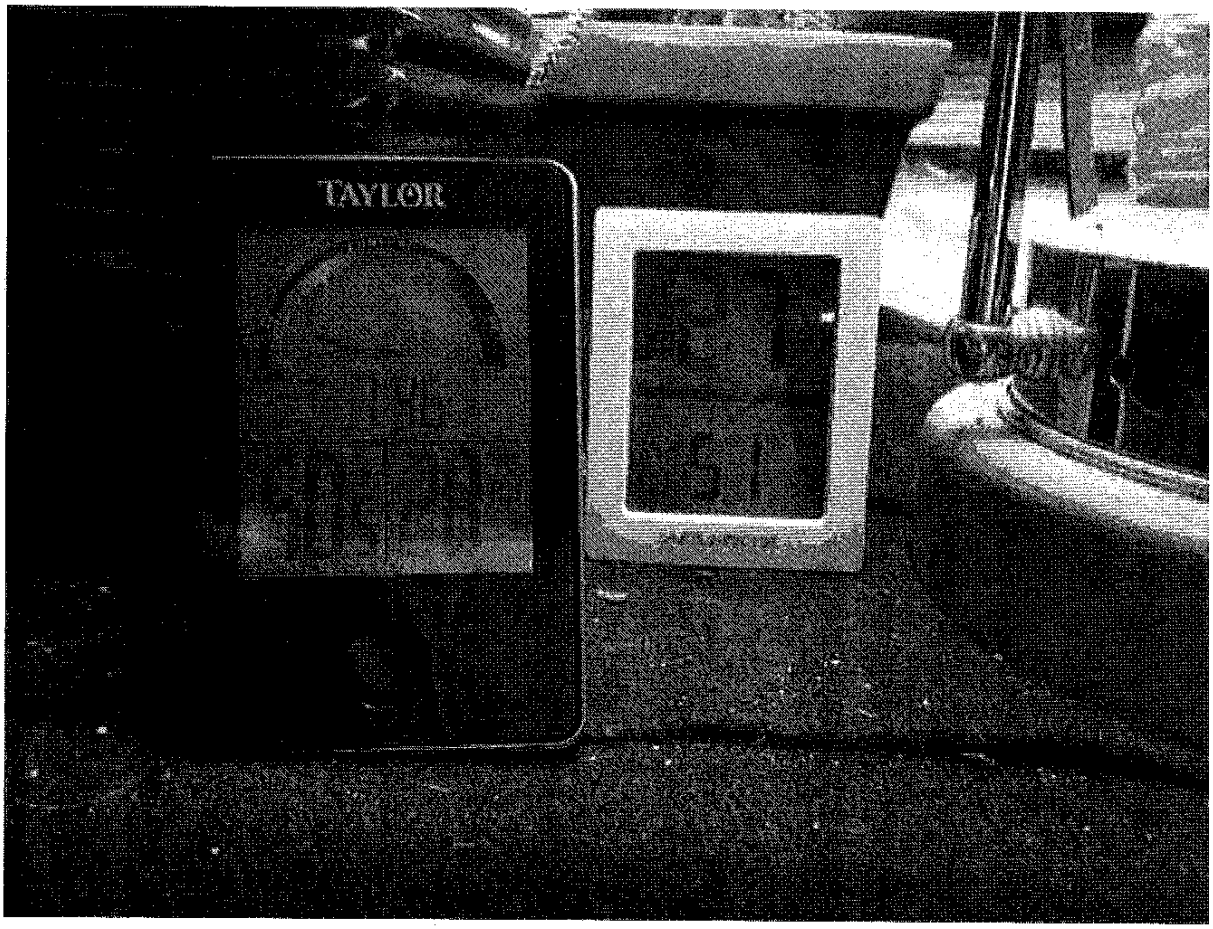
60 70 80

Sent from my iPad

Outlook

FRIDAY, JANUARY 12, 2018 — 7:47 AM

From James W. Bush <jimbush47@icloud.com>
Date Thu 12/5/2024 7:12 PM
To James W. Bush <jimbush47@hotmail.com>



Sent from my iPad

James W. Bush

1391 Hazelwood Street, Apt. 10

Saint Paul, MN 55106-2220

(651) 330-4893

Jimbush47@hotmail.com

9 December 2024

Via USPS Certified Mail No. 7016 3560 0000 0749 8990/Return Receipt Requested

Department of Human Rights

City of Saint Paul

15 W. Kellogg Blvd., Suite 240

Saint Paul, MN 55102

Dear Department of Human Rights:

This is to make complaint against Penelope A. Brown d/b/a Hazelwood Street Properties L.L.C. (hereinafter "Brown") for violations of the Chapter 183 of the Saint Paul Legislative Code as it pertains to my tenancy in Apartment 10 of the multi-unit apartment building located at 1391 Hazelwood Street, Saint Paul, MN 55106 (hereinafter "the Building").

For the reasons stated below, I believe that Brown has committed age discrimination against me by furnishing services/facilities to younger tenants but not to me, and that this discrimination is systemic in that other senior tenants living in the building have suffered the same age discrimination.

Relevant Law

Section 183.01 of Title XVIII of the Saint Paul Legislative Code (in relevant part):

The council finds that discrimination in . . . real property . . . based on . . . age . . . adversely affects the health, welfare, peace, and safety of the community.

Section 183.02 Definitions (in critical relevant provisions)

For the purposes of this chapter, the terms defined in this section shall have the meaning ascribed to them in this section:

(1) *Age*. Prohibitions of discriminatory practices with respect to age shall be limited to persons who have passed the age of majority, which is eighteen (18).

(2) *Aggrieved person*. Any person who claims to have been injured or continues to be injured by a discriminatory practice. In the case of real property, an aggrieved person cane also be someone who "will be injured" by a discriminatory practice.

(5) *To rent* includes to lease, to sublease, to let and otherwise to grant for consideration the right to occupy premises not owned by occupant.

(9) *Discriminate or discrimination* includes unequal treatment of any person by reason of . . . age . . . .

(27) *Real property* includes real estate, tenements and hereditaments, corporeal and incorporeal.

Section 183.06 Prohibited acts on real property (in relevant part)

It shall be unlawful to discriminate against any person based on protected classes identified in Section 183.01 of either the buyer or renter, a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or any person associated with the buyer or renter regarding the following:

(1) For anyone:

b. To discriminate against any person in the terms, conditions, or privileges of the sale, rental or lease of any real property or in the full and equal enjoyment of services, facilities, privileges and accommodations or in the furnishing of facilities or services in connection therewith;

Facts and Circumstances of the Discrimination

I reside in Apartment 10 of the Building, and have for more than 23 years, nearly coterminous with ownership of the Building by Brown. I am 77 years old.

A number of years ago, a portion my living room window fell out of its placement and nearly struck the Building maintenance person. Brown had to replace the entire window which she did.

Subsequently, Brown began replacing the original Building windows in other rental units. During this period, a City of Saint Paul fire marshal ordered replacement of one of my bedroom windows because various metal strips in the window frame had come apart and potentially would have impeded exit in the event of an emergency.

Brown continued window replacement in other rental units. At this time, thirty-six (36) of the 73 windows in residential rental units have been replaced. No additional windows in my rental unit have been replaced, leaving one older window in each of my two bedrooms as well as one in the kitchen.

The older bedroom windows allow cold air to penetrate the bedrooms. During the colder Winter months, the temperature in these bedrooms drops significantly. Brown controls the amount of heat furnished in the rental units, and the renter cannot raise the thermostat that is located in an inner, windowless hallway to compensate for the temperature drop in the outer windowed bedrooms.

I have complained to Brown numerous times about this situation, and have repeatedly over the years asked for bedroom window replacement. Brown has repeatedly responded that my windows "do not need to be replaced." In our last phone conversation in which I expressed the need for replacement, she hung up on me. I believe further requests are futile.

Complaint Letter to the Department of Human Rights
USPS Certified Mail No. 7016 3560 0000 0749 8990

9 December 2024

In recent days, I recorded the temperature in each of my bedrooms over the period of a week. Only once in that week did the temperature reach the minimum required by the City of Saint Paul of 68 degrees. This situation has been reported to the City of Saint Paul Fire Marshal in a December 6, 2024 complaint letter that included photographic evidence of the temperature readings (attached).

Brown has routinely replaced older windows in rental units either occupied by younger (less than 65 years of age) tenants, or in units prepared for prospective new tenants who universally are younger. Of the five rental units occupied by seniors (65 years of age or older), two have had their windows replaced, but replacement was done when the units were vacant or occupied by younger tenants.

As I indicated, Brown has told me that my older windows do not need replaced. Yet, if you examine photos of the exterior of the Building where my rental unit is located (attached, with my older bedroom windows circled), you will see that surrounding rental units have had their older windows replaced. Somehow their windows "needed" replacement but mine do not. As the one photo shows, every one of the ten (10) residential rental unit windows on the windward side of the Building have been replaced except for mine.

In light of these supported claims, I believe Brown has not furnished services/facilities to me in violation of Section 183.06(1)(b), that this violation is on-going and continuous, and it strongly appears systemic in that other senior tenants have suffered similar discrimination. For this reason, I seek your intervention and assistance in rectifying the situation.

Respectfully submitted,

J.W. Bush

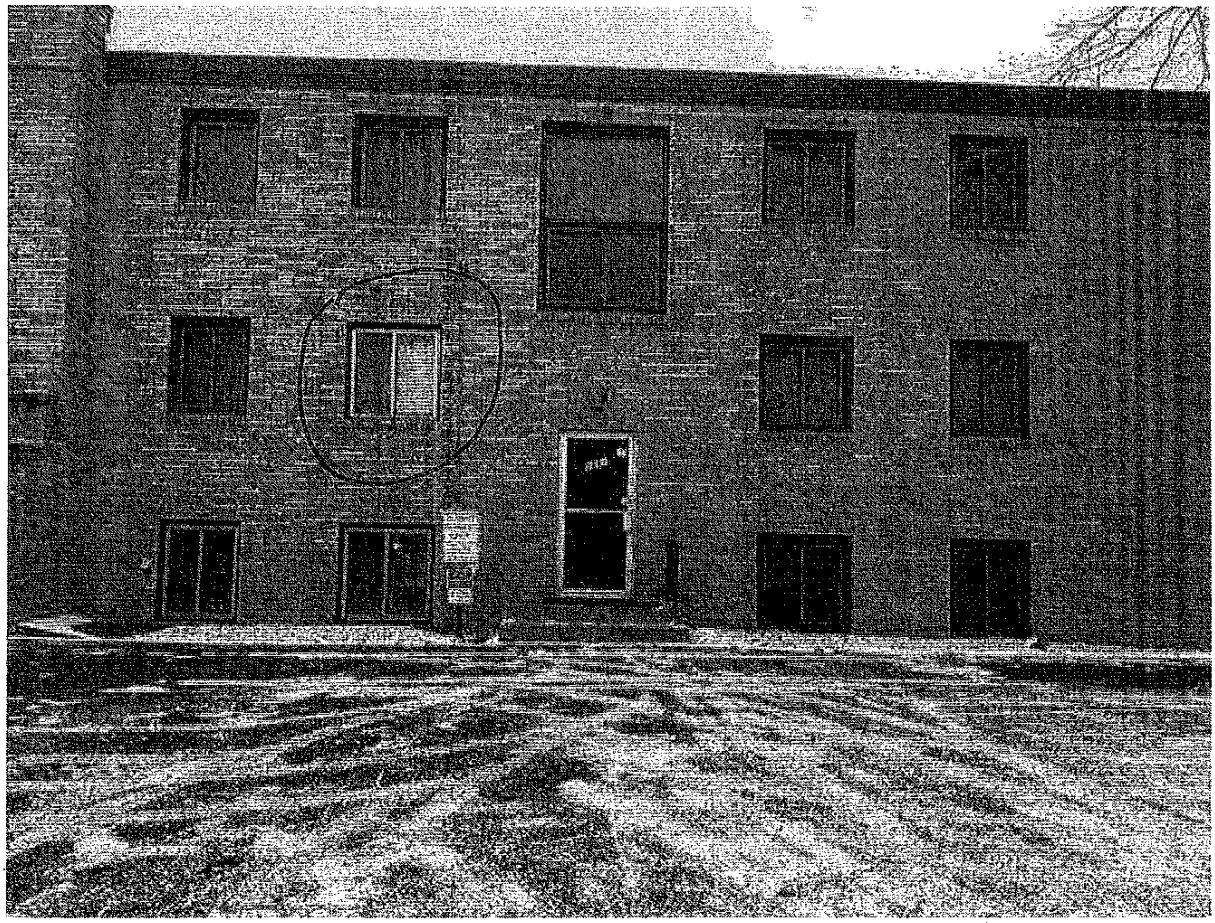
James W. Bush

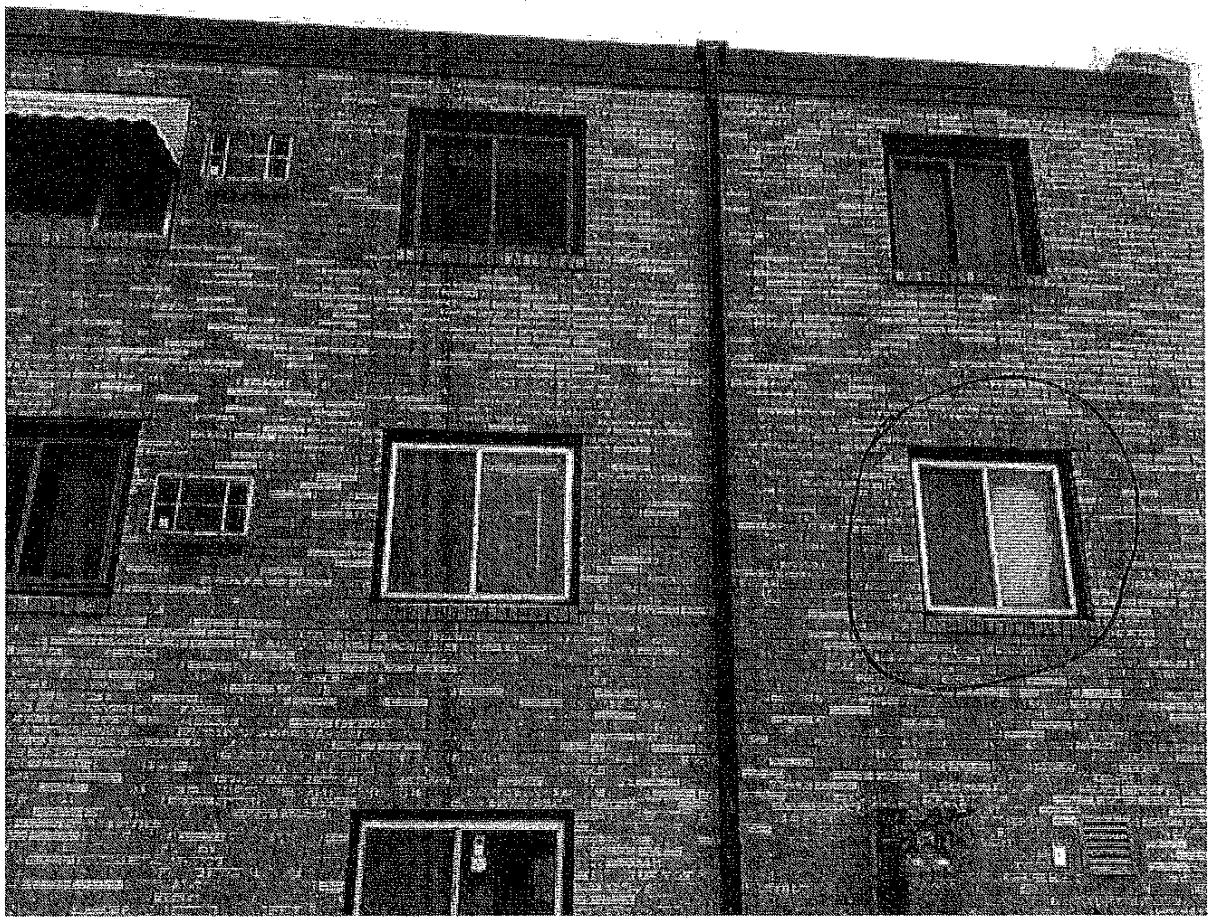
Attachments (2)

Outlook

OLDER WINDOWS WITH SILVER METAL SCREENS

From James W. Bush <jimbush47@icloud.com>
Date Wed 12/4/2024 1:47 PM
To James W. Bush <jimbush47@hotmail.com>





Sent from my iPad

STATE OF MINNESOTA

COUNTY OF RAMSEY

AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned Notary, the within named James W. Bush, who is a resident of Ramsey County, State of Minnesota, and makes this his statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his knowledge.

1. I reside in apartment 10 (hereinafter "my Apartment") in the apartment building at1391 Hazelwood Street, Saint Paul, MN 55106 (hereinafter "Building"), and have lived there since May of 2002, now going on 23 years. I am 77 years old.
2. My tenure at 1391 Hazelwood Street is nearly coterminous with the period of ownership by the owner-landlord, Penelope A. Brown (hereinafter "Brown").
3. Brown resides in Brooklyn Center, MN. There is no management office in the Building; there is a part-time caretaker who resides in an apartment in the adjacent apartment building at 1399 Hazelwood Street (hereinafter "Sister Building").
4. The Building and Sister Building were built sixty (60) years ago in 1964.
5. During my tenure at 1391 Hazelwood Street, I have paid Brown more than $200,000 in rent. Rental unit turnover at the Building averages around 3 to 4 years; turnover usually entails some unit refurbishment and at least one month of lost rental income. Thus, by my 23 year tenure in my apartment, I have saved Brown the cost of 6 or 7 turnovers.

<u>Negligible Improvement to Interior of Building in 23 Years</u>

6. <u>During my tenure in the Building, the improvements i</u>n the common areas have been negligible. The hallways have the same wallpaper as when I moved into the Building, and it was not new then. The same is true for the hallway carpets. The hallway walls have suffered considerable wear and tear over the years, and the carpets are full of stains. During my tenure in the Building, the carpets never have been shampooed in their entirety, and the non-wallpapered portion of the hallway walls never has been painted.
7. Early in my tenure at the Building, the common areas were cleaned once a week. But recently, such cleaning only occurs once every three or four weeks.
8. The laundry room has two washers and two dryers. Other than one washer, all the other appliances are the same as when I moved into the Building. The dryers fail to function

from time to time, and recently, it has taken several weeks before they are repaired resulting in weekend logjams in laundry room usage.

Personal Contributions to Apartment 10; Minimal Improvements by Brown

9. Early in my tenure at the Building, I paid for a number of improvements to my apartment, that included new carpeting throughout the apartment, new blinds on the bedroom windows, ceiling fans in the bedrooms with remote controls, better ceiling light fixtures, and a well-lighted bathroom vanity cabinet with mirrors, all with the understanding that they became fixtures that inured to the benefit and ownership of Brown.
10. Other than my improvements, Brown replaced the wall air conditioning unit (more than 10 years ago), the kitchen sink faucet upon the recommendation of a plumber who was called in to clear the kitchen sink drains, and two unit windows, one because it partially fell out of its frame, the other as ordered by the fire marshal for a dangerous condition.

Interactions with Brown re Need for Improvements

11. In the Spring of 2023, a fire marshal inspected my apartment as part of the required Building inspection schedule. I complained that my twenty-five year old range/oven and refrigerator were worn out and needed replacement (the units had labels that indicated the date of manufacture). Brown was visibly annoyed that I had voiced my grievance to the fire marshal, and was inclined to repair rather than replace the units. Brown also threatened to fine me $200 for unidentified "lease violations." In response, I stated I would take her to court, and that she would have to explain to a judge why she is charging me for 25 year old appliances. As it turned out, Brown did not fine me. The range/oven was repaired, and when it became clear that the refrigerator could not be repaired, it was replaced with a smaller unit than my previous one. All of this transpired in April-May of 2023.
12. Some years earlier, Brown wanted to install a security camera in one of my bedrooms to monitor activity in the parking lot and garage area. Initially, I agreed. But when I learned that installation would prevent the opening of the window in which it was installed, and that the camera had a microphone in it that could listen into my apartment, I withdrew my consent. Brown expressed displeasure with regarding my decision, and filed a complaint against me with the fire marshal. Upon inspection, Fire Marshal Thomas found no violations, and in discussion with him, I learned that the security camera, which would have blocked the window from opening, would have violated the fire code had it been installed.
13. For years, I have complained to Brown that my bedroom windows permitted cold air to penetrate during the Winter months, and that those windows needed to be replaced.

Each and every occasion I asked for window replacement, she stated that my apartment "did not need" to have those windows replaced. The last time I made the request, in a phone conversation, Brown hung up on me.

Brown Has Focused on Structural Repairs and Avoided Interior Improvements

14. There are two points that I want to make in relating these incidents. First, Brown has done little to improve the condition and facilities of my apartment. And when she has, it has been done reluctantly and been a source of irritation. Brown has done little to improve the common areas of the Building. Most everything is as it was 23 years ago. The Department of Housing and Urban Development published a schedule for replacement in government housing (see Exhibit 6), and in every category the time for replacement of items in my apartment has been exceeded significantly.
15. The lion's share of Brown's expenses have gone for structural repairs like a new roof. The tenants have seen very little expenditures made for improvements in their living areas.
16. Brown is trying to sell the Building (see real estate listing in Exhibit 7). Obviously, Brown increases the likelihood of realizing her sale price by doing structural type improvements to the 60 year old Building and surrounding premises rather than investing in the Building interior. If she realizes her sale price, Brown will make than more than 100% of her original investment. With the granted rent exception of up to 8%, tenants will be helping to fund projects that help her attain this return on her investment, and not long overdue improvements in their living environments.

Brown Has Retaliated Against Me

17. In early November, 2023, I received a letter from Brown claiming I had abused her employee daughter and threatened eviction if there was a reoccurrence (see Exhibit 5). It was categorically untruthful in every respect. When I received her letter, I had not had any contact with Brown or her daughter since the fire marshal came to inspect whether items that she cited for repair/replacement were accomplished, and that was in mid-May, 2023. After showing the letter to other tenants, we concluded that somehow Brown confused me with another tenant in the Building who had exhibited the behavior indicated in Brown's letter. I expected to get an apology and retraction when Brown realized the mistake she had made. It never occurred. Upon further thought, I recently wrote a reply and asked for a retraction. Brown has not responded, which has led me to believe that, after the security camera interaction and the report I made with the fire marshal about worn out appliances, Brown decided to provide a predicate for ousting from her building. As such, in addition to her letter being defamatory, it also is retaliatory.

18. Brown can be very insistent about what she wants done, arguably even intimidating, and a number of tenants in the Building have concern about retaliation. Indeed, one tenant who had agreed to participate in this appeal, withdrew on account of her concern about retaliation.

Conclusion

19. I am a tenant who has resided in Brown's Building for 23 years, paid her over $200,000 in rental income, saved her thousands of dollars by my tenure, and put my own money into my apartment which inures to her benefit, yet I cannot get sufficient heat in my bedrooms, or a replacement for a 25 year old stove, or new windows as younger tenants have received. It is reprehensible and fundamentally wrong. Granting her a rent exception, in light of her unlawful actions and deplorable track record in improving the actual living environment of the tenants despite years of annual rent increases, is contrary to the spirit of the 3% rent limit initiative vote upon which the Rent Stabilization is based, and the determination to provide Brown with an rent stabilization exception should be reversed.

DATED this the 11 day of 12, 2024

James W. Bush

SWORN to subscribed before me, this 11 day December, 2024

Notary Public

My Commission expires: 01/31/2027

SOUAYEE VANG
Notary Public-Minnesota
My Commission Expires Jan 31, 2027

Saint Paul Ordinances and Minnesota Statutes

Against Retaliation by Landlords

City of Saint Paul Legislative Code:

Section 193.07(h)

Retaliation prohibited. In accordance with state law, a residential tenant may not be evicted, nor may the residential tenant's obligations under a lease be increased or the services decreased, if the eviction or increase of obligations or decrease of services is intended as a penalty for the residential tenant's or housing-related neighborhood organization's complaint of a violation.

Section 183.10 Reprisals. (Relevant language)

It is an unfair discriminatory practice for any . . . owner, lessor . . . of any real property . . . or agent thereof . . . to intentionally engage in any reprisal against any person because that person

(1) Opposed a practice forbidden under this chapter or has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this chapter . . . .

A reprisal includes, but is not limited to, any form of intimidation, retaliation, or harassment.

State of Minnesota Statutes:

Section 504B.441 Residential Tenant May Not Be Penalized for Complaint.

A residential tenant may not be evicted, nor may the residential tenant's obligations under a lease be increased or the services decreased, if the eviction or increase of obligations or decrease of services is intended as a penalty for the residential tenant's or housing-related neighborhood organization's complaint of a violation.

Section 504B.285(Subd. 2) Retaliation Defense.

It is a defense to any action for the recovery of premises following the alleged termination of a tenancy by notice to quit for the defendant to prove by a fair preponderance of the evidence that:

(1) The alleged termination was intended in whole or part as a penalty for the defendant's good faith attempt to secure or enforce rights under a lease or contract, oral or written, under the laws of the state or any of its governmental subdivisions, or of the United States; or
(2) The alleged termination was intended in whole or part as a penalty for defendant's good faith report to a governmental authority of the plaintiff's violation of a health, safety, housing, or building code or ordinance.

Hazelwood Street Properties, LLC

Penelope Brown 4819 Azelia N #11

Brooklyn Center, MN 55429

pennybrown744@gmail.com

James Bush
1391 Hazelwood St. #10
St. Paul, MN 55106
October 31, 2023

Dear Jim,

I need you to help me to help you to be able to stay in your apartment.

A note of concern I have observed in the past was the ABUSE and Threatening Actions towards my Daughter who works for all of us. Treating her threatenly and yelling and swinging your arms to show her you will hurt her are TOTALLY UNEXCEPTABLE. This merits a Police Call and is a Promise that you will be evicted immediately for trying to hurt emotionally and physically any one of our workers. Should you have a concern you must contact the office. Never confront or speak to our workers as I will look into the matter myself. YOU MAY NEVER SCARE OR THREATEN OR EVEN APPROACH HER AGAIN. Should you attempted to do so I will start Eviction Action to have you MOVED OUT IMMEDIATELY.

Sincerely,

Penelope Brown

Penelope Brown

James W. Bush
1391 Hazelwood Street, Apt. 11
Saint Paul, MN 55106-2220
(651) 330-4893

2 December 2024

Via USPS Certified Mail No. 7017 3040 0001 0445 7548, Return Receipt Requested

Penny Brown
Hazelwood Street Properties L.L.C.
4819 Azelia Avenue N., Apt. 11
Brooklyn Center, MN 55429-3804

Dear Penny:

A little over a year ago, I received your letter to me of October 31, 2023 (attached), on the last business day before the first of two November, 2023 surgeries. Over the year that followed, I have been dealing with a problem emanating from those surgeries as well as other medical issues. These continuing issues have delayed my response until now.

Your letter and the accusations in it are completely untruthful, and as such, are defamatory.

The accusations you make in the letter are absolutely without any basis in fact; they are fabricated and outrageously false. That your letter has no basis in fact, failing to provide dates, times, or circumstances, arguably renders it legally insufficient to state a cognizable claim. Regardless, it was published, and the false accusations are injurious to my good name and reputation. Further, you threaten filing for my eviction, which, if undertaken, would be unlawful use of legal process, and injurious to my reputation and excellent credit.

There were only two occasions in 2023 when I had any contact with your daughter, Jenny, in which you were present. First, as the result of drain cleaning in the apartment on the floor directly above my apartment, you contacted me indicating that Jenny wanted to check out my bathroom drain to see if her upstairs drain cleaning pushed debris down into my drain. You and she came to my apartment for that purpose, on two successive days, and while she attended to her inspection and cleaning, you and I sat

at my dining room table engaged in pleasant conversation. During that conversation, I complimented Jenny on her knowledge and skill in making apartment repairs. There was no interaction whatsoever of the kind you alleged in your letter, and as you and Jenny departed, I thanked you both for the work performed.

The second occasion was during the inspection of my apartment by the fire marshal in May of 2023. During the fire marshal inspection, I pointed out twenty-five year old appliances that clearly needed replacement. Though you were displeased with this, with the intervention of the fire marshall, the refrigerator was replaced eventually, and the stove was repaired by Jenny. During these interactions, there was no behavior whatsoever of the kind you alleged in your letter, and the fire marshal was there during the entire time you were in my apartment. And when the fire marshal returned to see that needed corrections were made, I complimented Jenny on her knowledge and skill in repairing the oven and thanked her for the work she performed.

Beyond these descriptions of my limited contact with you and Jenny, there are other facts that contravene the accusations in your letter.

First, in 2023, I had lived in Apartment 11 for 22 years; that no behavior of the kind you allege in your letter had occurred prior to 2023 substantially undermines the credibility of your accusations. Second, an attorney of 50 years, having served as an assistant district attorney, and as a trial attorney with the federal government, among other notable positions, your accusations stand in stark contrast to my reputation. And, either professionally or personally, I have never needed to threaten, yell, or swing my arms to make a point. Your accusations are completely inconsistent with my personality, and fellow tenants and others who know me would readily support this.

Third, my last encounter with Jenny in 2023 was her work in my apartment repairing my stove to meet the approval of the fire marshal. During this repair, which took some time, she was alone with me in the apartment. If the accusations of your letter were true, no woman in her right mind would risk such exposure.

Fourth, in 2023, I was 75 years old, with a heart condition known to you, and all of 5'7" in height — hardly the profile of someone likely to engage in the behavior you alleged.

Finally, during my years in Saint Paul, I have served in a number of capacities for which your alleged behaviors are completely incompatible: 18 year member of the Washington County Crisis Response Team, working with police on calls to homes in which parents were conflicted with their children; First Responder member of the American Red Cross disaster and EMS teams; lead infant teacher at Kindercare, with qualifications as a Rule 3 infant teacher under Minnesota law; Sunday School teacher; Special Olympics volunteer; tutor for disadvantaged grade school students; recreational volunteer at Gillette/Regions Hospitals; and, Outreach Counselor, Crisis Connection.

SPECIAL CLAIMS PROCESSING GUIDE

June 2006

U. S. Department of Housing
and Urban Development
Office of Multifamily Housing

The information collection requirements contained in this Guide have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2502-0182. In accordance with the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Appendix 5D

SAMPLE
LIFE EXPECTANCY CHART *

Many major items have a predictable life span. A list of items and their life expectancy are listed below:

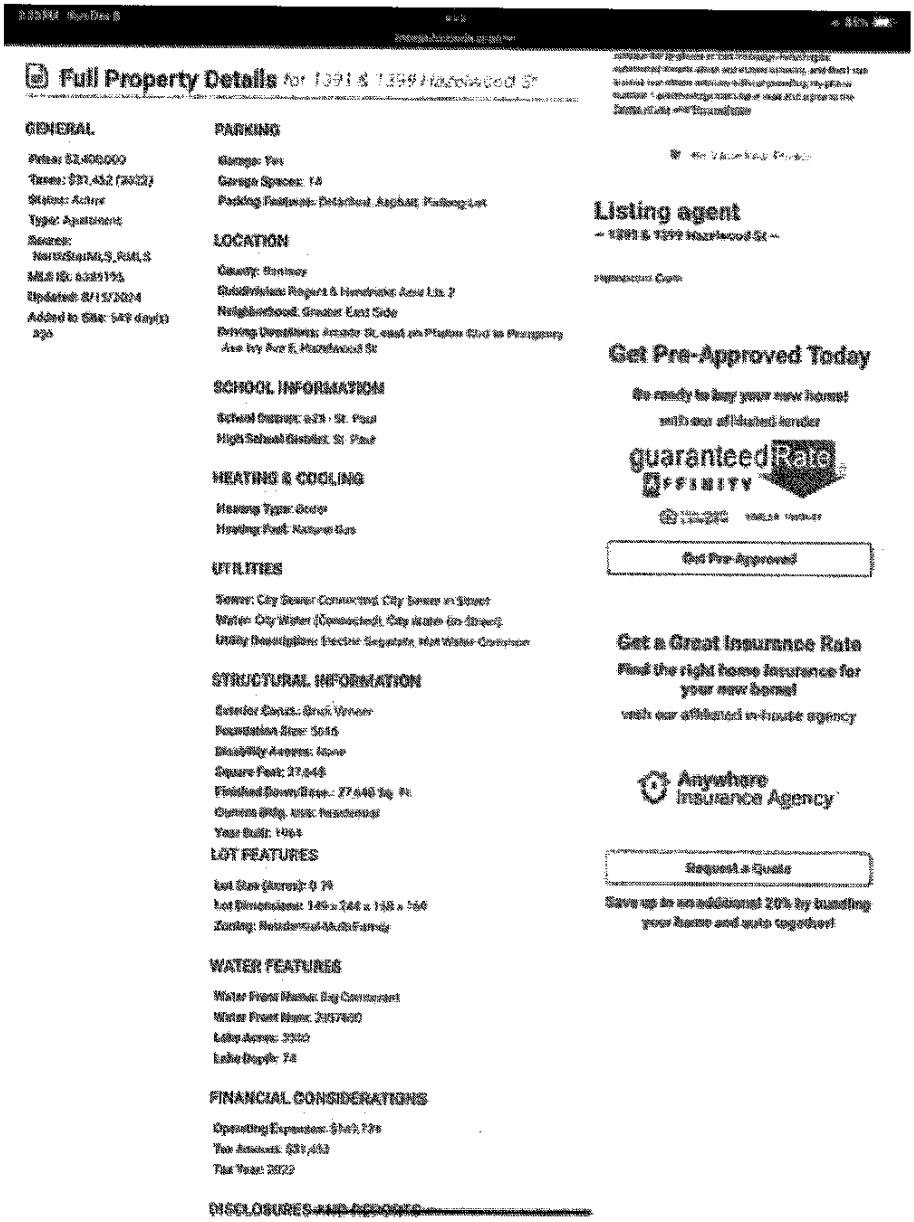
Hot Water Heaters	10 years	All units
Plush Carpeting	5 years	Family
	7 years	Elderly
Air Conditioning Units	10 years	All units
Ranges	20 years	All units
Refrigerators	10 years	All units
Interior Painting - Enamel	5 years	Family
	7 years	Elderly
Interior Painting – Flat	3 years	Family
	5 years	Elderly
Tiles/Linoleum	5 years	Family
	7 years	Elderly
Window shades, screens, blinds	3 years	Family, Elderly

* If these items were in good condition at the time of move in, and it can be shown that damage, above the normal wear and tear has been sustained, then a damage claim can be submitted.

Outlook

December 9, 2024 Internet Real Estate Listiing (Coldweell Banker) for 1391/1399 Hazelwood Street

From James W. Bush <jimbush47@icloud.com>
Date Mon 12/9/2024 10:16 AM
To James W. Bush <jimbush47@hotmail.com>



Full Property Details for 1391 & 1399 Hazelwood St

GENERAL

Price: $2,400,000
Taxes: $31,452 (2022)
Status: Active
Type: Apartment
Source: NorthStarMLS_RMLS
MLS ID: 6385195
Updated: 8/15/2024
Added to Site: 549 day(s) ago

PARKING

Garage: Yes
Garage Spaces: 14
Parking Features: Detached, Asphalt, Parking Lot

LOCATION

County: Ramsey
Subdivision: Regent & Hendricks Acre Lts 2
Neighborhood: Greater East Side
Driving Directions: Arcade St, east on Phalen Blvd to Prosperity Ave Ivy Ave E, Hazelwood St

SCHOOL INFORMATION

School District: 625 - St. Paul
High School District: St. Paul

HEATING & COOLING

Heating Type: Boiler
Heating Fuel: Natural Gas

UTILITIES

Sewer: City Sewer Connected, City Sewer in Street
Water: City Water (Connected), City Water (in Street)
Utility Description: Electric Separate, Hot Water Common

STRUCTURAL INFORMATION

Exterior Const.: Brick Veneer
Foundation Size: 5046
Disability Access: None
Square Feet: 27,648
Finished Down/Base: 27,648 Sq. Ft.
Owners Bldg. Use: Residential
Year Built: 1964

LOT FEATURES

Lot Size (Acres): 0.79
Lot Dimensions: 149 x 244 x 158 x 164
Zoning: Residential-Multi-Family

WATER FEATURES

Water Front Name: Big Carnivorant
Water Front Name: 2037600
Lake Acres: 2300
Lake Depth: 74

FINANCIAL CONSIDERATIONS

Operating Expenses: $149,734
Tax Amount: $31,452
Tax Year: 2022

DISCLOSURES AND REPORTS

Listing agent
— 1391 & 1399 Hazelwood St —

Get Pre-Approved Today
Be ready to buy your new home!
with our affiliated lender
guaranteedRate AFFINITY
Get Pre-Approved

Get a Great Insurance Rate
Find the right home insurance for your new home!
with our affiliated in-house agency
Anywhere Insurance Agency
Request a Quote
Save up to an additional 20% by bundling your home and auto together!

Sent from my iPad