

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT**

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Seventh Street LLC
VSM Real Estate LLC
7401 Metro Blvd - Suite 500
Edina, MN 55439

**UNLAWFUL DETAINER
COMPLAINT: RESIDENTIAL
RENTAL PROPERTY**

Plaintiff / Landlord

vs.

Anemeya Ann Bostic (dob 03/03/1976), et. al.
1695 Seventh Street - Apt. 1
St. Paul, MN 55106

Defendants / Tenants

Patricia A. E. Whitney, attorney for Plaintiff, states:

1. Prior Landlord rented to tenant on/about April 26, 2023, under the terms of a written lease, the premises located at 1695 Seventh Street - Apt. 1, City of St. Paul, in the County of Ramsey, Minnesota, 55106. The current rental agreement began on Feb. 06, 2024. [See Exhibit 1 - attached] The current monthly rent for the unit is \$970.00 due in full on the first day of each month.

2. The name and address of the owner of this property are: Seventh Street LLC, 7401 Metro Blvd - Suite 500, Edina, MN 55439. VSM Real Estate LLC provides managerial services on behalf of the property owner.

3. Landlord has complied with Minn. Stat. Section 504B.181 by:

xx a) disclosing to tenant either in the rental agreement or otherwise in writing prior to beginning of the tenancy the name and address of : 1) the person authorized to manage the property and 2) an owner or agent authorized by owner to accept service of process and receive and give receipt for notices and demands, AND

xx c) above information is known by tenant not less than 30 days before filing of this action because the information was contained on the 2023 CRP form and via various notices regarding managerial change and notices of entrance for provision of requested maintenance services.

The leased or rental property does **NOT** qualify as "public housing" as that term is used in Minn. Stat. § 504B.268.

The tenancy **IS** affected by a federal or state housing subsidy program through project-based federal assistance payments, the Section 8 program, as defined in Minn. Stat. § 469.002, subd. 24; the low-income housing tax credit program; or any other similar program. Name of agency that administers the housing subsidy program is **St. Paul PHA**.

4. Landlord has the right to have possession of the property because:

xx a. The tenant has failed to vacate after the lease has terminated. The tenant requested maintenance services from management, then refused to allow the vendors providing the requested service safe access to the premises without harassment and interference. Subsequently, tenant requested an early termination of the lease. [Exhibit 2 - attached]. St. Paul PHA was also notified by tenant of the termination date she desired. Management agreed to tenant's request and a formalization of the mutual termination agreement was executed. [Exhibit 3 - attached]

Tenant refused to vacate on Feb. 15, 2024. Tenant's failure to vacate and to allow management access for repairs threatens the certificate of occupancy of the building, and as collateral damage, the security of the housing of other residents in the building.

Tenant or other persons unknown to management is/are still occupying the property and / or personal property remains in/about the property.

The term "Tenant", as referenced in this complaint, includes the singular and the plural.

This complaint consists of a three-page document titled "Eviction Action Complaint: Residential Property" and three (3) documents referenced as "Exhibits".

NON-MILITARY AFFIDAVIT

Patricia A. E. Whitney, being duly sworn on oath, deposes and says that she is the **attorney for the** Plaintiff / Landlord in the above-entitled action; that the Defendants /Tenant named above are not now in the military or naval service of the United States; and that this affidavit is made in compliance with the Soldiers' and Sailors' Civil Relief Act of 1940. (54 Stat. 1178)

PRAYER FOR RELIEF

Plaintiff prays / requests the Court for the following:

- 1) Immediate return of possession of the property;

- 2) An award of costs and disbursements in accordance with relevant statutes, including but not limited to Minn. Stat. § 549.01, Minn. Stat. § 549.02, Minn. Stat. § 549.04, and Minn. Stat. § 504B.291 sub. 1;
- 3) An award of attorney's fees, if allowed per the lease, to the prevailing party; and
- 4) Any other relief the Court deems proper.

Patricia A. E. Whitney, being sworn, says that she has read this complaint and that it is true to the best of the undersigned's knowledge, information and belief.

I declare under penalty of perjury that everything I have stated in this document is true and correct to the best of my knowledge. Minnesota Statute section 358.116.

March 08, 2024
(Date signed)

/s/ Patricia A. E. Whitney
Patricia A. E. Whitney, # 162322
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St. Paul, MN 55116
651-776-8034
(Signed in Ramsey County, MN)
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